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## REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

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**I. Roll Call**

**II. Consideration of Previous Minutes**

1. Regular Council Meeting 08/05/2025
2. Committee of the Whole 08/05/2025

**III. Unfinished Business**

**Miscellaneous**

**Resolutions**

**Ordinances**

**IV. New Business**

**Miscellaneous**

1. Consider a business license application submitted by Shore Thing Golf Carts LLC. (FH/JL)

**Resolutions**

1. Resolution authorizing the purchase of a Tractor for the Sportsplex through Sourcewell from Parish Tractor Company, LLC, in the amount of \$63,903.06. (NA)
2. Resolution accepting a proposal from Byers, Byers & Associates, P.C., for auditing services. (FH)
3. Resolution reappointing Vince McCoy and Chris Hicks to the Fire Code Board of Appeals. (JS)
4. Resolution authorizing execution of a professional services agreement with J.F. Morris Performance LLC for theater performance direction for "Guys and Dolls". (SB/PP)
5. Resolution awarding the bid for construction of a new Fire Training Center. (JS)
6. Resolution accepting a proposal for Civic Center Design Services. (FH)

7. Resolution authorizing the execution of an installation and maintenance agreement with the Alabama Department of Transportation for public safety sensors on highway rights-of-way. (AJ)
8. Resolution authorizing the City of Orange Beach to join the State of Alabama and other local governments as a participant in opioid settlements against secondary manufacturers. (JL)

**Public Hearings**

**Ordinances**

1. Discuss ordinance to levy a "Vape Tax" on consumable vapor products. (TC/FH)
2. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0414-PUD-25, The Wharf Landing Villas PUD on September 2, 2025.

**V. Public Comments**

**VI. Adjourn**

**MINUTES OF  
REGULAR COUNCIL MEETING  
ORANGE BEACH CITY COUNCIL  
AUGUST 5, 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** Pastor Ben Ragsdale, Worship on the Water Flora-Bama Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

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

Absent: Councilmember Joni Blalock

**V. CONSIDERATION OF AGENDA**

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

|                                |            |
|--------------------------------|------------|
| Work Session                   | 06/24/2025 |
| Special-Called Council Meeting | 07/01/2025 |
| Regular Council Meeting        | 07/01/2025 |
| Committee of the Whole         | 07/01/2025 |

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 &amp; Recreation – Nicole Ard</u>             | No report. |
| 9. <u>Director, Utilities – Rob Stalcup</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 Johnson praised the Parks and Recreation Department for their successful “Summer Sendoff” event.

## 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; Boyd, aye; Kennon, aye. **Motion passed. (5-0).**

**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; Boyd, aye; Kennon, aye. **Motion passed. (4-0-1).**

## VIII. PRESENTATIONS

## IX. RECOGNITIONS

## X. UNFINISHED BUSINESS

### Ordinances

1. Second Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0603-CU-25, Keel RV Storage Third Addition. **Motion made (Johnson/Boyd) to adopt the ordinance.** Roll call vote revealed: Silvers, abstain; Johnson, aye; Mitchell, aye; Boyd, aye; Kennon, aye. **Motion passed. (4-0-1).**

## XI. NEW BUSINESS

### Miscellaneous

1. Authorize the Orange Beach Board of Education to use a portion of the Athletic Complex wind deductible for two change orders to (1) coat the track surface with additional protective coating, and (2) add additional parking. **Motion made (Silvers/Johnson) to authorize the expenditure.** Vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Boyd, nay; Kennon, aye. **Motion passed. (4-1).**

### Resolutions

1. Resolution authorizing the purchase of Holiday Decorations from Jubilee Decor, LLC, through the TIPS purchasing cooperative in an amount not to exceed \$263,673. **Motion made (Mitchell/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. 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. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution establishing fees for the Expect Excellence Pre-K After School Program. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution awarding the bid for Debris Clearance, Disposal, and Sand Reclamation to DRC Emergency Services, LLC. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution accepting a proposal for Debris Monitoring, Disaster Management, and Recovery Services. **Motion made (Silvers/Johnson) to postpone consideration until the next council meeting on August 19, 2025.** Vote unanimous in favor. **Motion passed.**
6. 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. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

7. 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. **Motion made (Mitchell/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
8. Resolution accepting the donation of real property located at 27471 Canal Road. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

#### **Public Hearings**

1. Public hearing to declare three vessels as abandoned after Hurricane Sally and authorizing disposal.

Hayden Brown, Coastal Resources Shoreline Coordinator, presented pictures of the three abandoned vessels showing their current conditions and locations.

There being no comments, the public hearing adjourned.

2. Resolution declaring three vessels as abandoned after Hurricane Sally and authorizing disposal. **Motion made (Mitchell/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

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

None

#### **XIV. ADJOURN**

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

Time: 5:12 P.M.

**APPROVED** this the 2<sup>nd</sup> day of September, 2025.

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Renee Eberly  
City Clerk

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

The Orange Beach City Council met to review potential items for the August 19, 2025, agenda.

The following members were present:

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

The following members were absent:

Councilmember Joni Blalock

The following items were discussed:

1. Discuss appointment of an interim police chief. Michelle Bugos, HR Director, explained the need for Council to appoint an interim police chief due to Chief Brown's impending retirement on September 1, 2025. She stated that Administration and HR have met with sergeants and lieutenants in the Police Department and have provided Mayor and Council with a summary of those meetings. Councilmember Silvers nominated Lt. Trent Johnson. There was no opposition. This item will move forward to the next council meeting on August 19, 2025.
2. Discuss request from Art Center to replace porch fans. Desiree Hodge, Coastal Arts Center Director, stated that the current porch fans and controller at the Art Center cannot be repaired and need to be fully replaced. The price for replacement is around \$7,600. Mayor and Council supported moving forward with the purchase.
3. Discuss proposals for 2026 Performing Arts production. Ford Handley, City Administrator, presented the two options given by the Performing Arts staff – Guys and Dolls, and Mamma Mia. During the conversation, Ford was notified by staff that Mamma Mia just announced that it is going on tour, which means that the rights are now unavailable. Given that news, City Council supported moving forward with Guys and Dolls.
4. 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.
5. 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.
6. Resolution awarding Police Chief Steve Brown his duty weapons and badge as part of his retirement benefits.
7. Adopt Transportation Plan for FY2026.
8. Resolution authorizing the execution of a service order with Uniti Fiber LLC for the lifeguard building at the resident beach.
9. 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.

10. 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.
11. Resolution reappointing Penny Groux to the Gulf Shores and Orange Beach Tourism Board of Directors.
12. Resolution authorizing the execution of a performance contract with Brandy Reeves for tennis instruction services.
13. 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. Public hearing set for September 2, 2025.

Public Comments:

1. Jerry Mitchell, 24310 Perdido Beach Boulevard, asked, “What is a ‘Hot Shop’?” Mayor Kennon and Councilmember Mitchell explained that it is the glass blowing studio at the Coastal Arts Center. Mr. Mitchell also asked to hear first-hand what pressure caused the Police Chief to resign, citing an article in the Mullet Wrapper. Councilmember Boyd stated that the topic cannot be discussed due to it being an internal investigation involving personnel.
2. Robert Freeland, resident, expressed his concern with a statement published in the USA Today dated July 15, 2025, quoting an article from Montgomery that an environmental advocacy group has warned that Alabama beaches are polluted and unsafe for swimmers. Mr. Freeland asked that City Council and City staff take action to protect the City’s image.
3. John McCabe, 4976 Bay Drive, and Officer Seth McVickers spoke about the upcoming “Battle of the Badges” event at the Orange Beach Sportsplex on October 25, 2025, where the Coastal Alabama Senior Softball League and teams from the Orange Beach, Gulf Shores, and Foley Police and Fire Departments will compete in a friendly softball tournament. Admission is free with donations welcomed to support the 2026 United States Police Canine Association (USPCA) Regional K-9 Trials to be held in Orange Beach in February 2026.

Executive Session:

1. **Motion made (Johnson/Silvers) to enter executive session to discuss pending litigation.** The City Attorney advised the Council that a declaration was required by the Open Meetings Act for an Executive Session; therefore, she stated for the record that she was duly qualified and had the personal knowledge to provide the requisite declaration for the stated purposes of the Executive Session authorized by the Act. Vote unanimous in favor. **Motion passed.** Mayor Kennon stated that Council would not reconvene.

Time in: 5:43 P.M.

There being no further business, the meeting adjourned.

Time: 6:17 P.M.

**APPROVED** this 2<sup>nd</sup> day of September, 2025.

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Renee Eberly  
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING  
AUGUST 19, 2025**

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**Departments:** City Clerk

**Description of Topic:** Consider a business license application submitted by Shore Thing Golf Carts LLC. (FH/JL)

**Background/Description:** This business license application is for a request to rent golf carts from a residential home. The Finance Department has referred this business license to the City Council for consideration due to the proposed business being in conflict with City Code section 50-702, which states, "Licenses for the rental of recreational vehicles shall be granted only to businesses in operation prior to the enacting date of the ordinance from which this article is derived" (October 1, 2024).

**Action Options/Recommendation:**

**Source of Funding (if applicable):** N/A

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**ATTACHMENTS:**

1. 2025 Business License Application - Shore Thing Golf Carts

39.00

## General Business License and Tax Application

|                                  |                                      |         |
|----------------------------------|--------------------------------------|---------|
| Legal Business Name              | Shore Thing Golf Carts               | # 45831 |
| DBA if Different from Legal Name | Field not completed.                 |         |
| EIN or SS Number                 | 39-2500917                           |         |
| Mailing Address: Street          | 26881 2nd street                     |         |
| City                             | orange beach                         |         |
| State                            | AL                                   |         |
| Zip Code                         | 36561                                |         |
| Physical Address                 | 26881 2nd street                     |         |
| City                             | orange beach                         |         |
| State                            | alabama                              |         |
| Zip                              | 36561                                |         |
| Business Phone Number            | 8507919898                           |         |
| Cell or Home                     | Cell                                 |         |
| Email Address                    | <u>shorethinggolfcarts@gmail.com</u> |         |
| Name of Contact Person           | Matthew Rickard                      |         |
| Contact Person's Phone Number    | 8507919898                           |         |

(Section Break)

|                                   |                                 |
|-----------------------------------|---------------------------------|
| Owners / Partners / Officers Name | Matthew Rickard                 |
| Title                             | Owner                           |
| Driver's License State & Number   | AL <del>1111111111</del> State? |
| Phone Number                      | 8507919898                      |
| Owners / Partners / Officers Name | Field not completed.            |
| Title                             | Field not completed.            |

Driver's License # *Field not completed.*

Phone Number *Field not completed.*

(Section Break)

Description of Work Golf cart rental service 502292

Date Work Begins 07/01/2025

Expected Revenue 10,000

Will a Drone be used No

If Yes, Registration Number *Field not completed.*

Drone Operator Name *Field not completed.*

Organization Type LLC

Business Type Service

Delivery Method Own Vehicle

Physical Location City

(Section Break)

## CONTRACTOR INFORMATION

Job Location *Field not completed.*

If Subcontractor, Name of General Contractor *Field not completed.*

Contract Amount *Field not completed.*

License Type *Field not completed.*

Attach Copy of Certificate *Field not completed.*

Certificate Number *Field not completed.*

Electronic Signature Agreement I agree.

Electronic Signature Matthew Rickard

Date 6/20/2025

## Home Occupation Application

|                          |                                                                                  |
|--------------------------|----------------------------------------------------------------------------------|
| Business Name            | Shore Thing Golf Carts                                                           |
| Applicant Name           | Matthew Rickard                                                                  |
| Mailing Address: Street, | 26881 2nd Street                                                                 |
| City                     | Orange beach                                                                     |
| State                    | AL                                                                               |
| Zip                      | 36561                                                                            |
| Phone Number             | 8507919898                                                                       |
| Email Address            | <a href="mailto:Shorethinggolfcarts@gmail.com">Shorethinggolfcarts@gmail.com</a> |
| Site Address             | 26881 2nd Street                                                                 |

Applicant must supply a copy of deed or a letter from landlord granting permission for a home occupation.

Answer all questions carefully and completely:

|                                                                                                  |                             |
|--------------------------------------------------------------------------------------------------|-----------------------------|
| Do you live at the address listed above?                                                         | Yes                         |
| Does anyone else living at the above address have an approved home occupation at this residence? | No                          |
| What specific type(s) of services and/or products will you provide through this business?        | Golf cart rentals           |
| What is the approximate floor area of your residence?                                            | 2044 sqft                   |
| How much of this area will be used for the home occupation?                                      | <i>Field not completed.</i> |
| Will these activities be carried out inside your home?                                           | No *                        |
| Will customer or clients visit your home in connection with your business?                       | No                          |
| How many people other than yourself will work for                                                | Just myself                 |

this business on the premises?

Will merchandise be sold from the premises?

No

What materials, supplies, equipment and/or vehicles will be used for the business?

Golf carts

Where will such be stored?

Garage

How will such be transported to and from the business?

I will deliver and pick up via trailer.

What are the days of operation for the business?

Sun - Sat

What are the hours of operation for the business?

7:00 a.m. and 7:00 p.m

Explain what onsite parking will be provided to accommodate the home occupation:

None required.

Electronic Signature Agreement

I agree.

Electronic Signature

Matthew Rickard

Date

6/20/2025



**REGULAR COMMITTEE OF THE WHOLE MEETING  
AUGUST 19, 2025**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the purchase of a Tractor for the Sportsplex through Sourcewell from Parish Tractor Company, LLC, in the amount of \$63,903.06. (NA)

**Background/Description:**

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

1. 09-02-25 25-xxx Authorize Purchase Tractor Parks Sportsplex Sourcewell
2. 2025.08.06 Quote - Sportsplex - Kubota Tractor

**RESOLUTION NO. 25-xxx**

**A RESOLUTION AUTHORIZING THE PURCHASE OF A  
TRACTOR FOR THE SPORTSPLEX THROUGH SOURCEWELL FROM  
PARISH TRACTOR COMPANY, LLC  
IN THE AMOUNT OF \$63,903.06**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of a Tractor for the Sportsplex through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the total amount of \$63,903.06;
2. That the Mayor is hereby authorized to approve payment to Parish Tractor Company, LLC, in the amount of \$63,903.06 for One (1) New Kubota M5-111HDC-1 Tractor, per Quote No. 2900714 dated August 6, 2025;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 2<sup>nd</sup> DAY OF SEPTEMBER, 2025.

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Renee Eberly  
City Clerk

**C E R T I F I C A T E**

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on September 2, 2025.

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City Clerk

## -- Standard Features --

## -- Custom Options --



## M Series

## M5-111HDC-1

## 4WD, HYDRAULIC SHUTTLE TRANSMISSION &amp; ROPS

## \*\*\* EQUIPMENT IN STANDARD MACHINE &amp; SPECIFICATIONS \*\*\*

## DIESEL ENGINE

Kubota V3800 Direct Injection  
3.8L (230 cu. in.) 4 Cyl  
EPA Tier 4 Final Compliant  
Common Rail Electronic Fuel Injection  
Electronic Engine Management  
Turbocharged  
w/Wastegate and Intercooled  
Fuel Tank Capacity: 27.7 Gal  
60 Amp Alternator ROPS  
80 Amp Alternator Cab  
12V 900 CCA Battery  
SAE Gross HP: 105.6  
Engine Net HP: 100  
Max. PTO HP: 89  
Cab @ 2600 Engine RPM  
ROPS @ 2400 Engine RPM

EXHAUST EMISSION CONTROL  
TYPE

DPF System (Diesel Particulate Filter)  
SCR System

## HYDRAULICS / HITCH / DRAWBAR

Open Center Gear Pump  
Max. Flow @ Rated Engine Speed: ROPS:  
2400 rpm  
Cab: 2600 rpm  
Power Steering: 5.4 gpm  
Impl. Flow ROPS: 15.9 gpm  
Impl. Flow Cab: 17.0 gpm  
Total Flow - ROPS: 21.3 gpm  
Total Flow - Cab: 23.1 gpm

## REMOTE VALVES

(1) SCD (Self Canceling Detent)  
(1) FD (Float Detent) on -1 models (2 Total standard)

## 3 POINT HITCH &amp; DRAWBAR

Cat II 3-point Hitch  
8 Speed Models  
@ Lift Points: 7055 lbs  
(ASAE) @ 24" Behind: 5181 lbs  
12/24 Speed Models  
@ Lift Points: 8600 lbs  
(ASAE) @ 24" Behind: 7275 lbs  
2 External Lift Cylinders  
Telescoping Lower Links  
Stabilizers  
Swinging Drawbar - Straight

## POWER TAKE OFF (540)

Live-Independent Hyd. PTO  
SAE 1 3/8" Six Spline  
540 rpm @ 2205 Eng. rpm  
540 rpm @ 2035 Eng. rpm 12/24 speed  
540E\* @ 1519 Eng. rpm  
\* if equipped 12/24 Standard

## TRANSMISSION

8F/8R Two Range, 4-Speed  
12F/12R Two Range, 6-Speed  
540/540E  
24F/24R Two Range, 6-Speed Hi/Lo  
540/540E  
24 speed on M5-111 only  
Auto 4WD Function  
Electro-Hydraulic Shuttle Shift  
Clutch - Multi Plate Wet  
Planetary Final Drives  
Hydraulic Wet Disc Brakes

## FRONT AXLE

Hydrostatic Power Steering  
2WD: Tubular Steel Beam Telescoping  
4WD: Cast Iron, Bevel Gear 55 deg  
Planetary Final Drives  
Adj. (Rim) Tread Spacing

## FLUID CAPACITY

Fuel Tank Capacity: 27.7 gal  
DEF Tank Capacity: 3.2 gal  
Cooling System: 11 qts  
Crankcase: 11.3 qts  
Hydraulics/Trans: 15.85 gal

## INSTRUMENTS

LCD readout for MPH and PTO rpm  
RPM Memory  
Tachometer/Hour meter  
Oil Pressure  
Fuel Gauge  
Coolant Temperature  
Gear Speed Digital Light Indicator  
Digital Light Indicator F/R Direction

## ULTRA GRAND CAB II

4-post, ROPS Certified  
RH & LH Doors  
Tinted Glass Doors and Windows  
In-roof window  
Tilt Steering Wheel  
Dual Level Air Conditioning & Heater  
Front and Wiper/Washer  
Front Sun Visor  
Retractable Seat belt  
LH & RH Side Mirrors  
Radio Ready Cab  
Steps, Left and Right Side  
Interior Dome Light  
12V - 30-Amp 2 Wire Coupler  
12V - 3 Pin 30-Amp Coupler  
12V - Outlet  
Cup Holder  
Instructor Seat Ready  
Horn

## SAFETY EQUIPMENT

Flip-Up PTO Shield

M5-111HDC-1 Base Price: \$80,052.00

Configured Price: \$80,052.00

Sourcewell Discount: (\$17,611.44)

SUBTOTAL: \$62,440.56

Factory Assembly: \$325.00

Dealer Assembly: \$0.00

Freight Cost: \$737.50

PDI: \$400.00

Total Unit Price: \$63,903.06

Quantity Ordered: 1

Final Sales Price: \$63,903.06

Purchase Order Must Reflect Final Sales Price.

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

Accr. 609-721

REQ # 250437

PO#



**REGULAR COMMITTEE OF THE WHOLE MEETING  
AUGUST 19, 2025**

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**Departments:** City Clerk

**Description of Topic:** Resolution accepting a proposal from Byers, Byers & Associates, P.C., for auditing services. (FH)

**Background/Description:**

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

1. 09-02-25 25-xxx Authorize Professional Services Agreement Byers 2024 Audit
2. Memo 2025.08.14 - 2024 Audit
3. 2025.08.01 Audit Engagement Letter Byers
4. Byers Peer Review

**RESOLUTION NO. 25-xxx**

**A RESOLUTION ACCEPTING A PROPOSAL FROM  
BYERS, BYERS & ASSOCIATES, P.C., FOR AUDITING SERVICES**

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**FINDINGS:**

1. The City of Orange Beach City Council is the contracting authority pursuant to Alabama Code §11-45-1. Pursuant to Alabama Code §11-43-56, the City Council has management and control of the finances and all of the property, real and personal.
2. The City Council for the City of Orange Beach, Alabama, has reviewed the performance of Byers, Byers & Associates, P.C., with regard to certain auditing services related to the City's finances.
3. After having reviewed such performance, the City Council has determined that retaining the services of Byers, Byers & Associates, P.C., is in the best interest of the City of Orange Beach, Alabama.
4. The firm of Byers, Byers & Associates, P.C., has agreed to perform such services in accordance with the terms set forth in the attached letter.

**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 and directed to execute the Engagement Letter Agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Byers, Byers & Associates, P.C., as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

**ADOPTED THIS 2<sup>nd</sup> DAY OF SEPTEMBER, 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 September 2, 2025.

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



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

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**DATE:** August 14, 2025

**ITEM DESCRIPTION:** 2024 Audit Engagement Letter with Byers, Byers, & Associates P. C.

**BACKGROUND INFORMATION:** Audit engagement partner has worked on both City of Orange Beach and City of Gulf Shores audits in the past. This price includes a single audit due to the federal money received from FEMA. This price also includes having the report completed by November 2025.

**ACTION OPTIONS / RECOMMENDATION:** Previous audit engagement partner is unable to meet requested timelines.

**SOURCE OF FUNDING:** Budgeted, 001-001-612 Admin Professional Fees, not to exceed \$79,850. This is an increase of \$6,350 from the previous audit.

**ATTACHMENTS:** (1) Audit Engagement Letter, (2) Audit Firm's Report on Quality Control

**DEPARTMENT:** Finance

**STAFF CONTACT:** Ford Handley, City Administrator

# Byers, Byers, and Associates P.C.

## CERTIFIED PUBLIC ACCOUNTANTS

August 1, 2025

To Honorable Mayor and Members of the City Council  
City of Orange Beach, Alabama  
4099 Orange Beach Boulevard  
Orange Beach, AL 36561

We are pleased to confirm our understanding of the services we are to provide for the City of Orange Beach, Alabama for the year ended December 31, 2024.

### Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Orange Beach, Alabama as of and for the year ended December 31, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Orange Beach, Alabama's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Orange Beach, Alabama's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule for the General Fund and Sewer Fund
- 3) Schedule of Employer Contributions to the Retirement Systems of Alabama
- 4) Schedule of Employer Changes in the Net Pension Liability

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Orange Beach, Alabama's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditor's report on the financial statements.

- 1) Schedule of expenditures of federal awards.
- 2) Combining Financial Statements for Nonmajor Governmental Funds
- 3) Combining Financial Statements for Nonmajor Enterprise Funds

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

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Daphne, AL 36526

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Fax: (251) 621-9223

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

*Controls over the year-end financial reporting process over nonrecurring transactions, including initiation, authorization, recording, and processing of journal entries into the general ledger; and recording nonrecurring adjustments to the financial statements.*

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Orange Beach, Alabama's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Orange Beach, Alabama's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Orange Beach, Alabama's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on September 16, 2025.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Orange Beach, Alabama in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Orange Beach, Alabama; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Byers, Byers & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Byers, Byers & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oversight Agency for Audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

J. Corey Nelson, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately September 16, 2025.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$79,850. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

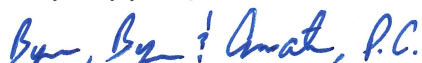
## Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and members of the City Council of the City of Orange Beach, Alabama. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Orange Beach, Alabama and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

  
Byers, Byers & Associates, P.C.

## RESPONSE:

This letter correctly sets forth the understanding of the City of Orange Beach, Alabama.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# SmithDukes

## Report on the Firm's System of Quality Control

To the Owners of Byers, Byers & Associates, PC  
and the Partners in Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Byers, Byers & Associates, PC (the firm) in effect for the year ended November 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Byers, Byers & Associates, PC in effect for the year ended November 30, 2021 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Byers, Byers & Associates, PC has received a peer review rating of *pass*.

*Smith, Dukes and Buckalew, LLP*

Smith, Dukes & Buckalew, LLP  
June 14, 2022

Smith, Dukes & Buckalew LLP

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*Daphne:* 6475 Van Buren Ave., Ste. 200 / Daphne, AL 36526 / 251.621.9600 / *Fax* 251.621.9608



**REGULAR COMMITTEE OF THE WHOLE MEETING  
AUGUST 19, 2025**

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**Departments:** City Clerk

**Description of Topic:** Resolution reappointing Vince McCoy and Chris Hicks to the Fire Code Board of Appeals. (JS)

**Background/Description:**

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

1. 09-02-25 25-xxx Appoint Fire Code Board of Appeals McCoy Hicks

**RESOLUTION NO. 25-xxx**

**A RESOLUTION REAPPOINTING VINCE MCCOY AND CHRIS HICKS  
TO THE FIRE CODE BOARD OF APPEALS**

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FINDINGS:

1. The terms of Fire Code Board of Appeals Members Vince McCoy and Chris Hicks have expired or are about to expire.
2. Vince McCoy and Chris Hicks have served in their positions faithfully and well.
3. The Fire Marshal has recommended that Vince McCoy and Chris Hicks be reappointed to their positions on the Fire Code Board of Appeals.

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

1. That Vince McCoy be and is hereby reappointed to serve on the Fire Code Board of Appeals for a four year term ending on August 7, 2029.
2. That Chris Hicks be and is hereby reappointed to serve on the Fire Code Board of Appeals for a four year term ending on August 7, 2029.
3. That it be reaffirmed that the following persons have been appointed to the Fire Code Board of Appeals for the City of Orange Beach for the terms set out below:

| Area of Expertise                        | Name            | Term Length | Term Expiration Date |
|------------------------------------------|-----------------|-------------|----------------------|
| Design Professional                      | Sted McCollough | 4 Years     | August 7, 2026       |
| General Contractor                       | Shawn Goe       | 4 Years     | August 7, 2028       |
| General Industry/Business Representative | Rusty Hart      | 4 Years     | August 7, 2028       |
| Fire Protection Engineering Professional | Vince McCoy     | 4 Years     | August 7, 2029       |
| Industrial Safety Professional           | Chris Hicks     | 4 Years     | August 7, 2029       |

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

ADOPTED THIS 2<sup>nd</sup> DAY OF SEPTEMBER, 2025.

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Renee Eberly  
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on September 2, 2025.

---

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING  
AUGUST 19, 2025**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing execution of a professional services agreement with J.F. Morris Performance LLC for theater performance direction for "Guys and Dolls". (SB/PP)

**Background/Description:**

**Action Options/Recommendation:**

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

---

**ATTACHMENTS:**

1. 09-02-25 25-xxx Authorize Professional Services Agreement Performing Arts Jacob Morris Guys and Dolls
2. 2025.08.15 Professional Services Agreement Jacob Morris Performing Arts Guys and Dolls

**RESOLUTION NO. 25-xxx**

**A RESOLUTION AUTHORIZING EXECUTION OF A  
PROFESSIONAL SERVICES AGREEMENT WITH  
J. F. MORRIS PERFORMANCE LLC  
FOR THEATER PERFORMANCE DIRECTION  
FOR “GUYS AND DOLLS”**

---

FINDINGS:

1. The City of Orange Beach has reached an agreement (attached Exhibit A) with J. F. Morris Performance LLC whereby J. F. Morris Performance LLC will provide theater performance direction for the City’s spring 2025 production of *Guys and Dolls* by the Performing Arts division of the City of Orange Beach Expect Excellence program.
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 Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and J. F. Morris Performance LLC as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 2<sup>nd</sup> DAY OF SEPTEMBER, 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 September 2, 2025.

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

## PROFESSIONAL SERVICES CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, a Class 8 Alabama municipal corporation (hereinafter the "City") and J.F. Morris Performance LLC, an Alabama limited liability company (hereinafter the "Contractor"), as follows:

### 1. Recitals.

WHEREAS, the City desires to engage Contractor to provide theatrical performance direction for the City's Expect Excellence Performing Arts program's spring 2026 theatre performance of "Guys and Dolls," or such other production as selected by the City;

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

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

### 2. Consulting Services to be Performed.

- a) Contractor will provide theatre direction for the City's spring 2026 theatre performance of "Guys and Dolls," or such other production as selected by the City.
- b) Contractor will perform such other services with regard to the City's theatre performance, including actor coaching and blocking, vision, direction and assistance for costume, lighting and set design. Contractor will attend all casting, meetings, rehearsals, tech week, shows, and such other services as are mutually agreed to between the Contractor and the City.

### 3. Compensation.

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$10,500, plus pre-approved expenses incurred as part of Contractor's performance of this contract, in accordance with City policies. Pre-approved expenses include approximately \$800 for insurance fees. Absences will deduct \$190.90 per day from the last check. Fees are based on attendance of all meetings, casting, rehearsals, tech, and show days.
- b) Contractor agrees to abide by the City's established policies, and agrees that any travel and expenses must be approved in advance by the City.
- c) Contractor shall be paid in four (4) monthly payments of \$2,625.00 upon the City's receipt of properly documented invoices for directing services performed.

### 4. Term.

The term of this Agreement is four (4) months commencing November 8, 2025, and ending March 8, 2025.

### 5. Independent Contractor.

- a) Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor.

- 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 the policy of insurance evidenced by the certificate of insurance attached hereto, with the City being named as an additional insured.
- 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 that apply to sporting or other activities at City properties and facilities.

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 16, below.

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, such rendering shall not affect the enforceability of

the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

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 would be Baldwin County, Alabama.

14. Permits, etc.

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

15. Background Check and Drug Testing.

Contractor consents to the City of Orange Beach to conduct a background check and drug testing in order for Contractor to provide coaching 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), physical address, date of birth, social security number, driver's license state and number.

16. Notices.

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

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

And to Contractor:

Copy to:  
City Attorney  
P.O. Box 458  
Orange Beach, AL 36561  
Jacob Morris  
7350 Tara Dr. N  
Mobile, AL 36619

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

\_\_\_\_\_  
Jacob Morris, owner  
J.F. Morris Performance LLC

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

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: \_\_\_\_\_

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STATE OF ALABAMA  
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Jacob Morris, owner of J.F. Morris Performance LLC, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of the above and foregoing agreement, he executed the same voluntarily on the day the same bears date.

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

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**REGULAR COMMITTEE OF THE WHOLE MEETING  
AUGUST 19, 2025**

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**Departments:** City Clerk

**Description of Topic:** Resolution awarding the bid for construction of a new Fire Training Center. (JS)

**Background/Description:** Bid opening scheduled for August 28, 2025.

**Action Options/Recommendation:**

**Source of Funding (if applicable):** Budgeted, Fire Capital

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**ATTACHMENTS:**

None



**REGULAR COMMITTEE OF THE WHOLE MEETING  
AUGUST 19, 2025**

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**Departments:** City Clerk

**Description of Topic:** Resolution accepting a proposal for Civic Center Design Services.  
(FH)

**Background/Description:** Proposals due on August 29, 2025.

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

None



**REGULAR COMMITTEE OF THE WHOLE MEETING  
AUGUST 19, 2025**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the execution of an installation and maintenance agreement with the Alabama Department of Transportation for public safety sensors on highway rights-of-way. (AJ)

**Background/Description:**

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

1. 09-02-25 25-xxx Authorize Installation Maintenance Agreement ALDOT LPR Cameras
2. 2025.08.15 ALDOT Agreement Installation Maintenance LPR Cameras
3. Memo 2025.08.12 - Police ALDOT Agreement LPR Installation

**RESOLUTION NO. 25-xxx**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
INSTALLATION AND MAINTENANCE AGREEMENT WITH  
THE ALABAMA DEPARTMENT OF TRANSPORTATION FOR  
PUBLIC SAFETY SENSORS ON HIGHWAY RIGHTS-OF-WAY**

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**FINDINGS:**

1. The purpose of this Agreement is for the Orange Beach Police Department to install and maintain License Plate Recognition (LPR) Cameras in state highway rights-of-way for the purpose of monitoring traffic and promoting public safety.
2. After having reviewed said agreement (attached Exhibit A), 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 for the installation and maintenance of License Plate Recognition (LPR) Cameras in state highway rights-of-way in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the Alabama Department of Transportation (ALDOT) as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

**ADOPTED THIS 2<sup>nd</sup> DAY OF SEPTEMBER, 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 September 2, 2025.

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

**ALABAMA DEPARTMENT OF TRANSPORTATION  
AGREEMENT FOR INSTALLATION AND MAINTENANCE  
OF PUBLIC SAFETY SENSORS ON HIGHWAY RIGHTS-OF-WAY**

|                 |                                                                    |
|-----------------|--------------------------------------------------------------------|
| County          | <u>Baldwin</u>                                                     |
| Route Number(s) | <u>AL-182 / AL-161 / AL-180 / Foley<br/>Beach Express[no MPx3]</u> |
| Milepost(s)     | <u>MP-10 / MP-13 / MP-1 / MP-28 / MP-26 /<br/>MP-25 / MP-14</u>    |

**FOR OFFICIAL USE ONLY**

**DATE RECEIVED FROM APPLICANT: \_\_\_/\_\_\_/\_\_\_**

**PERMIT NUMBER:** \_\_\_\_\_

Associated Permits and/or Documents Site plans and CJIS

THIS AGREEMENT is entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Alabama Department of Transportation acting by and through its Transportation Director, hereinafter referred to as ALDOT, and Orange Beach Police Department \_\_\_\_\_, hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have facilities for the following purpose(s) accommodated on public highway rights-of-way in \_\_\_\_\_ County, Alabama:

|                                               |                                                               |                                            |                                              |
|-----------------------------------------------|---------------------------------------------------------------|--------------------------------------------|----------------------------------------------|
| <input checked="" type="checkbox"/> Permanent | <input checked="" type="checkbox"/> License Plate Recognition | <input type="checkbox"/> Gunshot Detection | <input type="checkbox"/> Public Surveillance |
| <input type="checkbox"/> Portable             | <input type="checkbox"/> Speed Detection                      | <input type="checkbox"/> Other: _____      |                                              |

and consisting approximately of the following: \_\_\_\_\_

(12) Flock ALPR cameras mounted to (12) new poles. Power source: Solar; method of data transmission: Cellular; Manufacturer: flock; Model: Flock Falcon v2. 1-16mm- Verizon / AT&T CAT 4(7611)

Manufacturer: HOCK. Model: Flock Falcon V2. 1-10mm - Venzon / AT&amp;T CAT 4(7011) ; and

WHEREAS, ALDOT hereby grants to the APPLICANT permission to locate its facilities on the public rights-of-way at the location and in the manner hereinafter set forth:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities, permanent or portable, on public rights-of-way in accordance with their submitted plans and specifications as approved by ALDOT so as not to interfere with the maintenance of the highway, which plans are made a part hereof by reference. Any variation from the approved plans will require prior approval from ALDOT.
2. In the installation of permanent facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in ALDOT and is hereby made a part of this Agreement by reference.

3. In the location of portable facilities within public rights-of-way, the APPLICANT will account for applicable road safety provisions, including but not limited to appropriate sight distance (for visibility), clear zone restrictions, and lack of impact to maintenance activities. In no case will a portable facility be located immediately adjacent to a traveled way, within the limits of a safety shoulder, or within the median of any divided highway. All such facilities should remain in a single location for a period no greater than thirty (30) days in duration, and all locations must fall within the jurisdictional boundaries governed by the APPLICANT.

4. The APPLICANT or its third-party vendor agrees that license-plate technology must only be used for traffic monitoring or other criminal justice purposes as defined by the Alabama Justice Information Commission (AJIC) Admin. Code Ch. 265-X-6, et seq., and will not in any way be used for non-criminal justice-related purposes.

5. The APPLICANT or its third-party vendor must abide by rules governing the use of license-plate reading technology or other technologies as defined by AJIC. Each third-party vendor must obtain and provide to the APPLICANT a Criminal Justice Information Services (CJIS) Vendor Verification Permit (LPR) document from the Alabama Law Enforcement Agency (ALEA) to confirm compliance with AJIC Admin. Code Ch. 265-X-6-.08(2)(a), and a copy of said Vendor Verification Permit must be supplied by the APPLICANT on behalf of its third-party vendor as a part of this application.

6. The APPLICANT and/or its vendors must meet data collection and transmission standards established by AJIC Admin. Code Ch. 265-X-6, et seq., to connect its license-plate technology or any other technologies through the State Message Switch for access to the NLETS national criminal justice network. (APPLICANT ORI: \_\_\_\_\_)

7. The APPLICANT stipulates that the specific use of license plate reader facilities located upon public rights-of-way is for the monitoring and location of vehicles for law enforcement purposes using license-plate readers and any associated processing software. The APPLICANT further stipulates that the data collected by these facilities will be restricted solely to the use and function defined by involved law enforcement agencies and will not in any way be used for non-law enforcement and/or non-criminal justice related purposes. ALDOT reserves the right to seek access to sensors and/or data streams located upon public rights-of-way that could aid in the accomplishment of ALDOT law enforcement and/or public safety operations.

8. The Federal Manual on Uniform Traffic Control Devices, ALDOT approved edition, is hereby made a part of this Agreement by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in ALDOT at the execution of this Agreement. Any use of law enforcement as part of traffic control will conform to the provisions of Section 745 of the ALDOT Standard Specifications for Highway Construction.

9. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part of this Agreement by reference.

10. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of storm-water construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

11. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it will be the responsibility of the APPLICANT to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

12. Underground Damage Prevention Legislation, Ala. Code § 37-15-1 et seq. (1975), is hereby made a part of this Agreement by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work will begin until a copy of such ticket is obtained, and the APPLICANT must keep a copy of such ticket at the site of work.

13. This Agreement is valid for the contract period, which is defined as a period covering three (3) years from the approved date of the Agreement. Failure to renew an Agreement prior to a lapse of the contract period will make the Agreement invalid and its associated facilities unlawfully located on public rights-of-way.

14. The construction period for this Agreement is defined as one year from the original approval date for the defined permanent facilities, a period within which all proposed work as described and submitted in the permitting documents must be completed, plus at least one year from ALDOT acceptance of proposed work. Acceptance of work is required for the Agreement to remain valid.

15. The APPLICANT will notify ALDOT immediately of any substantive change, relocation, or abandonment of permanent facilities and initiate a new Agreement if said change involves any addition to the facilities beyond the scope defined under the original Agreement or the relocation of facilities.

16. If the APPLICANT chooses to move or remove any portion of the defined permanent facilities within or from the public rights-of way, the APPLICANT forfeits the inclusion of said portion as part of this Agreement. The reestablishment of facilities at previously forfeited locations will require a new Agreement.

17. Any change in ownership or stewardship of the defined facilities, including a change of third-party vendor by the APPLICANT, will require the establishment of a new Agreement with ALDOT to include new owner or steward of said facility and the data collected thereby.

18. The APPLICANT will perform or cause to be performed the work applied for in this Agreement contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.

19. The APPLICANT will have a copy of this Agreement on the project site at all times while work is being performed.

20. Once work is begun, the APPLICANT must pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one-year period, they must submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

21. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this Agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this Agreement creates an agency relationship between the parties.

\_\_\_\_\_ If the applicant is an incorporated municipality:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

\_\_\_\_\_ If the applicant is county government:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

\_\_\_\_\_ If the applicant is a state governmental agency or institution:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of the ALDOT thereto.

22. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities, or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.

23. ALDOT in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage to the facilities caused by third parties.

24. Nothing contained in this Agreement, nor the issuance or receipt thereof, will be construed to alter or affect the title of ALDOT to the public rights-of-way nor to increase, decrease, or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation, or maintenance of its facilities on the public rights-of-way.

25. If at any time it is determined by ALDOT that any or all of the APPLICANT's facilities covered by this Agreement need to be relocated, repaired, or removed within or from ALDOT rights-of-way, the APPLICANT will accomplish such relocation, repair, or removal at sole expense of the APPLICANT within thirty (30) days from the date of written notice therefor from ALDOT, and the APPLICANT hereby waives any claim to any payment for cost and expense incurred therefor.

26. In the event the APPLICANT fails to commence the relocation, repair, or removal of its facilities within or from ALDOT rights-of-way within thirty (30) days from the date of written notice from ALDOT to the APPLICANT seeking any such relocation, repair, or removal,

ALDOT may, at the discretion of the Transportation Director, cause the relocation, repair, or removal to be accomplished in a manner acceptable to ALDOT and the APPLICANT will promptly reimburse ALDOT for any and all sums actually expended for and in any way connected with such relocation, repair, or removal by ALDOT. The APPLICANT does hereby release ALDOT, its officers, officials, employees, and agents from any and all loss, claims, and liability arising or resulting to the APPLICANT from the acts by ALDOT above stated.

27. Notwithstanding the foregoing, any repair deemed to be an emergency by ALDOT must be addressed immediately upon notification or said repair may be done at the APPLICANT's expense and the APPLICANT agrees to pay ALDOT all such costs as a result.

28. Failure by the APPLICANT or its third-party vendor to conform to the provisions set out in this Agreement will be cause to revoke this Agreement, making the defined facilities unlawful, and said facilities will be removed in accordance with the appropriate provisions detailed in this agreement.

29. Device information recorded as part of this application—namely: the APPLICANT, an APPLICANT contact, the county, the state route, location along said route, and a brief description of the device(s) to be installed—will be posted by ALDOT as one or more entries in a list made available for public viewing on the ALDOT website during application review and for a minimum of ninety (90) days after approval or denial of a proposed device location.

30. The decision of said Alabama Department of Transportation Director upon any question connected with the issuance, revocation, and/or execution of said Agreement, or any failure or delay in the prosecution of the work by said APPLICANT will be final and conclusive.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Legal Name of Applicant

By:

\_\_\_\_\_  
Authorized Signature and Title for Applicant

\_\_\_\_\_  
Typed or Printed Name of Signee

\_\_\_\_\_  
Address Line 1

\_\_\_\_\_  
Address Line 2

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Contact Email Address

**FOR OFFICIAL USE ONLY**

**RECOMMENDED FOR APPROVAL:**

|           |                       |                    |               |
|-----------|-----------------------|--------------------|---------------|
| DISTRICT: | _____<br>Printed Name | _____<br>Signature | _____<br>Date |
| AREA:     | _____<br>Printed Name | _____<br>Signature | _____<br>Date |
| REGION:   | _____<br>Printed Name | _____<br>Signature | _____<br>Date |

**APPROVED:**  
**ALABAMA DEPARTMENT OF TRANSPORTATION**  
**ACTING BY AND THROUGH ITS TRANSPORTATION**  
**DIRECTOR**

**(PLEASE CHECK APPROPRIATE BOX)**

- ☐ CENTRAL OFFICE
- ☐ REGION
- ☐ AREA
- ☐ DISTRICT

By: \_\_\_\_\_  
Printed Name Signature Date



# Orange Beach Police Department

## Memo

To: Renee Eberly, City Clerk

From: Sgt. Ashleigh Johnson, Police

Date: August 12, 2025

Subject: ALDOT Permitting Application

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This application is to enter into an agreement with the Alabama Department of Transportation for the installation of Flock license plate recognition cameras on the state rights of way throughout the City of Orange Beach. This is a continuation of and is in relation to the previous resolutions below.

1. Resolution authorizing execution of a subgrant aware agreement with the Alabama Department of Economic and Community Affairs (ADECA) for license plate reader cameras for the police department.
2. Resolution authorizing the execution of a software service and hardware purchase agreement with Flock Group, Inc., for license plate recognition cameras for the Police Department in the amount of \$81,000.



**REGULAR COMMITTEE OF THE WHOLE MEETING  
AUGUST 19, 2025**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the City of Orange Beach to join the State of Alabama and other local governments as a participant in opioid settlements against secondary manufacturers. (JL)

**Background/Description:**

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

1. 09-02-25 25-xxx Authorize Participation Opioid Settlements Secondary Manufacturers
2. 2025.08.18 Settlement Agreement Opioid Secondary Manufacturers
3. 2025.08.18 Settlement Agreement Opioid Secondary Manufacturers - Combined Participant Form

**RESOLUTION NO. 25-xxx**

**A RESOLUTION AUTHORIZING THE CITY OF ORANGE BEACH TO JOIN THE  
STATE OF ALABAMA AND OTHER LOCAL GOVERNMENTS  
AS A PARTICIPANT IN OPIOID SETTLEMENTS AGAINST  
SECONDARY MANUFACTURERS**

---

**FINDINGS:**

1. The opioid epidemic continues to impact communities in the United States, the State of Alabama, and the City of Orange Beach, Alabama.
2. The City of Orange Beach has suffered harm and will continue to suffer harm as a result of the opioid epidemic.
3. The State of Alabama and some Alabama local governments have filed lawsuits against opioid manufacturers, distributors, and retailers (“Opioid Litigation”).
4. The State of Alabama has entered into separate Settlement Agreements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (hereinafter “Secondary Opioid Manufacturers”), which include the claims for the State of Alabama’s local governments.
5. Orange Beach finds the terms of the Secondary Opioid Manufacturers Settlement Agreements acceptable and in the best interest of the community.

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

1. That Orange Beach finds that participation in the Secondary Opioid Manufacturer Settlement is in the best interest of Orange Beach and its citizens;
2. That Orange Beach hereby expresses its support for the Settlement of Opioid claims against Secondary Opioid Manufacturers and the allocation and use of Settlement Funds as generally described in the Settlement Agreements and Allocation Agreement and Participation & Release Form because such a plan would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic;
3. That the Mayor is expressly authorized to execute the Secondary Opioid Manufacturer Allocation Agreement and to execute any formal agreements necessary to implement the Settlements and plan for the allocation and use of Settlement Funds;
4. That the Mayor is hereby expressly authorized to execute any formal agreement and related documents evidencing Orange Beach’s agreement to the settlement of its Secondary Opioid Manufacturers claims and litigation related to the Opioid Epidemic;
5. That the Mayor is authorized to take such other action as necessary and appropriate to effectuate Orange Beach’s participation in the Secondary Opioid Manufacturers Settlement related to the Opioid Epidemic; and
6. That this Resolution shall become effective immediately upon its adoption.

**ADOPTED THIS 2<sup>nd</sup> DAY OF SEPTEMBER, 2025.**

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Renee Eberly  
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on September 2, 2025.

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City Clerk

## **SECONDARY OPIOID MANUFACTURER ALLOCATION AGREEMENT**

The State of Alabama, acting through its Attorney General, has reached separate agreements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus to resolve the State's claims against those companies and their related entities. That agreement is dependent on participation by litigating subdivisions, certain litigating county health departments and/or boards of health, certain litigating public hospitals, and certain non-litigating subdivisions. Accordingly, the State of Alabama and its Political Subdivisions, subject to Council, Commission, or Board resolution or other formal action as may be required, hereby enter into this Agreement relating to the execution of the settlement agreement between the State and the Secondary Opioid Manufacturers and the allocation and use of the proceeds to be paid pursuant to that settlement.

### **A. Definitions**

As used in this Agreement:

1. "The State" shall mean the State of Alabama acting through its Attorney General.
2. "Political Subdivision(s)" shall mean any Alabama municipality, county, municipal agency, county agency, or any combination of two or more Alabama municipalities, counties, or municipal agencies, other than those defined as Governmental Public Health Entities, whose participation is required by the Kroger settlement agreement.
3. "Governmental Public Health Entities" shall mean Alabama's Health Care Authorities, Boards of Health, and other public hospitals whose participation is required by the Kroger settlement agreement, or that are otherwise included in the definition of "Special District," "Health District," "Hospital District," or "Subdivision" within the Kroger settlement agreement.
4. "Local Government Executive Committee" shall mean the Local Government and Governmental Public Health Entity Executive Committee appointed by the Montgomery County Circuit Court to, among other things, work with the Attorney General on behalf of the Political Subdivisions and Governmental Public Health Entities to develop an allocation agreement for the sharing and use of opioid abatement funds.
5. "The Parties" shall mean the State of Alabama, the Political Subdivisions, and the Governmental Public Health Entities.
6. The "Receiver" shall be the person, company, or entity that is appointed by the Circuit Court of Montgomery County, Alabama to establish and administer the Qualified Settlement Fund or other vehicle for administering the funds to be paid to the Political Subdivisions and Governmental Public Health Entities as set forth in Section B below.
7. "Settlement Funds" shall mean funds obtained pursuant to the State of Alabama's settlement agreement with the Secondary Opioid Manufacturers.

8. The “Subdivision and Governmental Public Health Entity Share” shall mean the allocation percentage earmarked for the Political Subdivisions and Governmental Public Health Entities as set forth in Section B.1.

9. “Secondary Opioid Manufacturers” shall mean Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus and any other entities qualifying as a “released entity” under the settlement agreements with each individual company.

10. “Alvogen” shall mean Alvogen, Inc. and any other entities qualifying as a “released entity” under Section I, Paragraph EEE of the settlement agreement, including those entities identified in Exhibit J to the agreement.

11. “Amneal” shall mean Amneal Pharmaceuticals LLC and any other entities qualifying as a “released entity” under Section I, Paragraph GGG of the settlement agreement, including those entities identified in Exhibit J to the agreement.

12. “Apotex” shall mean Apotex Corp. and any other entities qualifying as a “released entity” under Section I, Paragraph GGG of the settlement agreement, including those entities identified in Exhibit J to the agreement.

13. “Hikma” shall mean Hikma Pharmaceuticals USA Inc., formerly known as West-Ward Pharmaceuticals Corp. and any other entities qualifying as a “released entity” under Section I, Paragraph JJJ of the settlement agreement, including those entities identified in Exhibit J to the agreement.

14. “Indivior” shall mean Indivior Inc. and any other entities qualifying as a “released entity” under Section I, Paragraph HHH of the settlement agreement, including those entities identified in Exhibit J to the agreement.

15. “Mylan” shall mean Viatris, Inc. and any other entities qualifying as a “released entity” under Section I, Paragraph HHH of the settlement agreement, including those entities identified in Exhibit J to the agreement.

16. “Sun” shall mean Sun Pharmaceutical Industries, Inc. and any other entities qualifying as a “released entity” under Section I, Paragraph III of the settlement agreement, including those entities identified in Exhibit J to the agreement.

17. “Zydus” shall mean Sydus Pharmaceuticals (USA) Inc. and any other entities qualifying as a “released entity” under Section I, Paragraph DDD of the settlement agreement, including those entities identified in Exhibit J to the agreement.

## **B. Allocation of Settlement Proceeds**

1. The State, Political Subdivisions, and Governmental Public Health Entities shall divide settlement funds recovered by the State with 40% going to the Political Subdivisions, 10% going to the Governmental Public Health Entities, and 50% going to the State.

2. To the extent practicable, the Secondary Opioid Manufacturers will make payment of the Subdivision and Governmental Public Health Entity Share directly to the Receiver appointed to distribute the Subdivision and Governmental Public Health Entity Share. The Receiver shall place those funds in trust until the Special Master provides instructions as to the allocation percentages for each Political Subdivision and Governmental Public Health Entity eligible to receive a settlement payment.

3. It is anticipated that Joseph Tann, who has been appointed by the Montgomery County Circuit Court as Special Master, will continue in that role and that he shall set allocation percentages with finality for all Alabama Political Subdivisions and Governmental Public Health Entities as defined herein that are eligible to receive an award payment. The Special Master's allocation to the Political Subdivisions will be calculated on a pro rata basis utilizing the allocation metrics developed within MDL 2804 for purposes of illustrating how a proposed Negotiation Class would have worked in that litigation ("the MDL Calculator") for each town, city, and county entitled to share in the Subdivision Share. The Special Master's allocation to the Governmental Public Health Entities will be calculated using the methodology decided upon by Hon. Sally Shushan in an arbitration proceeding and as applied in prior opioid-related settlements. The Parties may not cancel or terminate this Agreement based on the Special Master's allocation.

4. The Special Master shall provide his final recommendation to the Parties as soon as practicable.

5. Counsel for each Political Subdivision and Governmental Public Health Entity will be responsible for providing to the Receiver all necessary instructions for effectuating payment, such as check or wiring instructions, signed W-9s, and any other documentation required for accounting or distribution purposes.

6. Irrespective of allocation, all Settlement Funds, other than those amounts apportioned to pay Subdivision Fees and Costs pursuant to Section VII.B of the Settlement Agreement, shall be used in a manner consistent with the List of Opioid Remediation Uses set out in Exhibit E to the settlement agreement. document, with the exception of those funds that may be paid to counsel under the terms of the settlement agreement.

## **C. Payment of Counsel and Litigation Expenses**

1. Nothing in this Agreement shall supersede, modify, alter, or substitute any contingency fee agreements the State, Political Subdivisions, or Governmental Public Health Entities have with their respective outside counsel.

2. Counsel for any Political Subdivision or Governmental Public Health Entity who seeks to recover attorneys' fees from settlement funds shall first seek to recover such fees from the attorney fee funds described in each settlement agreement in order to pay or offset such fees. For such purposes, the Parties agree that Special Master Joseph C. Tann will calculate an allocation of any fee fund on a pro-rata basis using the same allocation percentage Special Master Tann assigns to each Political Subdivision and Governmental Public Health Entity.

3. The Parties further agree that a supplemental attorneys' fee fund (the "Deficiency Fund") was previously created and is utilized for all Alabama opioid-related settlements. The Deficiency Fund shall continue to operate as it has for prior Alabama opioid-related settlements. Specifically, administration of the Deficiency Fund shall remain the responsibility of Special Master Tann. The costs of administration of the Deficiency Fund may be paid out of the Deficiency Fund. The Deficiency Fund is to be used to compensate counsel for the Political Subdivisions and Governmental Public Health Entities that are entitled to share in settlement proceeds. Eligible contingent fee contracts shall have been executed on or before the effective date of any such settlement.

4. The Deficiency Fund shall be funded as follows: (a) the total of 25% of the Political Subdivision Share plus 25% of the Governmental Public Health Entity Share of each payment that is allocated for that Settlement, unless a contingency fee agreement with a Political Subdivision or Governmental Public Health Entity calls for a fee of less than 25%, in which case the lesser percentage will be used to calculate that subdivision's or entity's contribution to the Deficiency Fund, reduced by (b) the total Political Subdivision and Governmental Public Health Entity fee fund created by a settlement and referenced herein. These funds shall be deposited to the Deficiency Fund prior to distribution to the Participating Political Subdivisions and Governmental Public Health Entities. Contingent fee contracts used for these calculations shall be capped at 25% or the actual contract rate, whichever is less.

5. Special Master Tann will create a mathematical model to calculate attorneys' fees awards from the Deficiency Fund. The factors to be included in the mathematical model are: (a) the same allocation percentage Special Master Tann assigns to each Political Subdivision; and (b) the contingency fee percentage originally agreed upon, in writing, by the attorney and its Political Subdivision client. Political Subdivision contingent fee contracts shall not exceed 25% or the actual contract rate, whichever is less. Eligible contingent fee contracts shall be executed as of September 7, 2023.

6. To the extent that funds paid from a Political Subdivision and Governmental Public Health Entity fee fund in the designated amounts or percentages are inadequate to fully pay amounts due under contingent fee contracts, funds shall be distributed to private counsel for Political Subdivisions and Governmental Public Health Entities qualified to participate in a settlement on a pro rata basis using the same allocation percentage Special Master Tann assigns to each Political Subdivision and Governmental Public Health Entity.

7. Any funds remaining in the Deficiency Fund in excess of the amounts needed to cover private counsel's representation agreements shall revert to the Political Subdivisions

and Governmental Public Health Entities and be allocated to the sources from which they derived.

8. Neither the Special Master, any payment vendor or Receiver contemplated by Sections B.2 or B.3 herein, nor the State of Alabama, bear any responsibility or liability for any Political Subdivision's counsel's fee arrangements with referral attorneys, affiliated counsel, and the like.

#### **D. Conflicts With Other Agreements**

By entering into this Agreement, the Parties agree and acknowledge that the distribution, expenditure, and oversight of Settlement Funds as discussed herein shall be governed by this Agreement. In the event that any term contained in this Agreement conflicts with any allocation plan, apportionment plan, distribution methodology, or abatement plan that is created by, or subject to the discretion of, some other individual, entity, or court outside the State of Alabama, the Parties agree that the terms of this Agreement, including any exhibits attached hereto, shall govern.

#### **E. Jurisdiction**

The Parties agree to submit and consent to the exclusive jurisdiction of the Montgomery County Circuit Court, Judge J.R. Gaines, for the resolution of any disputes arising under this agreement.

**SECONDARY OPIOID MANUFACTURER  
ALLOCATION AGREEMENT SIGN-ON**

The undersigned, as a duly appointed representative of the County/City of \_\_\_\_\_, has read the attached Secondary Opioid Manufacturer Allocation Agreement, understands its terms, and agrees to be bound by those terms.

Done, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

City/County of \_\_\_\_\_

## **EXHIBIT K**

### **Secondary Manufacturers' Combined Subdivision Participation and Release Form** **("Combined Participation Form")**

|                      |        |
|----------------------|--------|
| Governmental Entity: | State: |
| Authorized Official: |        |
| Address 1:           |        |
| Address 2:           |        |
| City, State, Zip:    |        |
| Phone:               |        |
| Email:               |        |

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
  - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
  - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
  - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
  - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
  - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
  - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
  - h. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
  - i. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.<sup>1</sup>
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,<sup>2</sup> and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any

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<sup>1</sup> See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

<sup>2</sup> See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void **only as to** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**REGULAR COMMITTEE OF THE WHOLE MEETING  
AUGUST 19, 2025**

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**Departments:** City Clerk

**Description of Topic:** Discuss ordinance to levy a "Vape Tax" on consumable vapor products. (TC/FH)

**Background/Description:** State deadline to establish a local ordinance is October 1, 2025.

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

1. Memo 2025.08.15 - Vape Tax



# CITY OF ORANGE BEACH

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**DATE:** August 14, 2025

**ITEM DESCRIPTION:** Establish ordinance to levy a “Vape Tax” on consumable vapor products.

**BACKGROUND INFORMATION:** Alabama Act 2025-377, which will become effective on October 1, 2025, imposes regulations on consumable vapor products and their sale within the state.

- If the municipality has a license requirement in place before October 1, 2025, for a business operating as a consumable vapor products wholesaler, importer, or retailer, then it will remain operative despite Act 2025-377 based on Title 11 Chapter 51 Article 2 of the Alabama Code. (If you already require a license for this, that won't change after October 1st.)
- If the municipality didn't already have a license established, the municipality can still require a license, but the calculations cannot be based on gross receipts (volume of sales). This would be a flat-rate-based license to comply with our business license ordinance. Our licenses are currently gross receipts-based.
- If we create a local vapor products tax, we will not be eligible to receive part of the distribution from the state. The only way we could receive the state distribution is if we choose to require a flat-rate privilege license as a consumable vapor products wholesaler, importer, or retailer. (A flat-fee distinction determines that the license is not to generate revenue.)

**ACTION OPTIONS / RECOMMENDATION:** Approve one of the options below:

- Accept a part of the distribution from the State of Alabama. If you do this, the amount received is based on our population.
- We approve an Ordinance where we collect the full \$0.10 per milliliter on all consumable vapor products sold wholesale, or imported into the state for use, consumption, or sale at retail.

**SOURCE OF FUNDING:** None

**ATTACHMENTS:** None

**DEPARTMENT:** Finance

**STAFF CONTACT:** Timeka Cunningham, Revenue Official / Ford Handley, City Administrator



**REGULAR COMMITTEE OF THE WHOLE MEETING  
AUGUST 19, 2025**

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**Departments:** Community Development

**Description of Topic:** Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0414-PUD-25, The Wharf Landing Villas PUD on September 2, 2025.

**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):**

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**ATTACHMENTS:**

None