



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Regular Council Meeting 10/07/2025
2. Committee of the Whole 10/07/2025

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

Resolutions

1. Resolution declaring Automated External Defibrillators owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the Alabama Charter Fishing Association (ACFA). (JS)
2. Resolution authorizing execution of an agency agreement with JJPR, LLC, for public relations and marketing professional services. (JL)
3. Resolution authorizing execution of a professional services agreement with Heidi Lemon for theatrical performance dance instruction for "Guys and Dolls". (SB)
4. Resolution authorizing the purchase of a Vehicle for the Sportsplex through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$49,116. (NA)
5. Resolution authorizing the purchase of a Vehicle for the Utilities Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$37,380. (RS/KB)

6. Resolution authorizing the execution of a professional services agreement with Brett Blevins for tennis racket stringing services. (NA)
7. Resolution appointing members to the Board of Adjustment. (AR)

Public Hearings

1. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0905-PUDA-25, Jones Duplexes PUD Modification - Turquoise Village. (Suggested date 11/18/2025) (GP)

Ordinances

V. Public Comments

VI. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
OCTOBER 7, 2025 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 5:01 P.M.
- II. INVOCATION** Pastor Fred Franks, Island Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

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

Absent: Councilmember Jerry Johnson

V. CONSIDERATION OF AGENDA

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

Special-Called Council Meeting	09/02/2025
Regular Council Meeting	09/02/2025
Committee of the Whole	09/02/2025

The reading was waived and minutes were approved as written.

VI. REPORTS OF OFFICERS/COMMITTEES

1. City Administrator – Ford Handley

Mr. Handley commended city staff for a successful Freedom Fest and putting on the Lion King, Jr., performing arts production. He also thanked staff for their response to a heavy rain event over the weekend.

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|---|------------|
| 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 – Trent Johnson</u> | No report. |
| 5. <u>Chief, Fire Department – Jeff Smith</u> | No report. |
| 6. <u>City Clerk – Renee Eberly</u> | No report. |
| 7. <u>Director, Finance – Ford Handley</u> | No report. |
| 8. <u>Parks & Recreation – Nicole Ard</u> | No report. |
| 9. <u>Director, Utilities – 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> | No report. |

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

VIII. PRESENTATIONS

IX. RECOGNITIONS

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

Miscellaneous

1. Approval of a Special Retail (More than 30 Days) Liquor License Application by Orange Beach Hotel Investments, LLC, for Springhill Suites Orange Beach on 24241 Perdido Beach Boulevard. **Motion made (Blalock/Mitchell) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**
2. Approval of a Restaurant Retail Liquor License Application by W&M DAWGS LLC for Billy's Gourmet Hot Dogs at 3 Market Street, Unit 3A. **Motion made (Boyd/Mitchell) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**

Resolutions

1. Resolution authorizing submittal of a FY2026 Land and Water Conservation Fund Grant Application. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution reappointing Michael A. Dasinger as Municipal Court Judge for the City of Orange Beach. **Motion made (Silvers/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

Public Hearings

1. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0907-PUDA-25, The Wharf PUD Minor Modification, The Wharf Ice Rink and Temporary Sales Area.

Griffin Powell, Planner II, presented the request by The Wharf for approval of a minor amendment to its Planned Unit Development Master Plan to designate the southeast corner of the intersection of Main Street and Wharf Lanes as a temporary use area for an ice rink and temporary sales area.

There being no comments, the public hearing adjourned.

Ordinances

1. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0907-PUDA-25, The Wharf PUD Minor Modification, The Wharf Ice Rink and Temporary Sales Area. **Motion made (Mitchell/Blalock) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0).** **Motion made (Blalock/Mitchell) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0).**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:09 P.M.

APPROVED this the 4th day of November, 2025.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
OCTOBER 7, 2025 – 5:10 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the October 21, 2025, agenda.

The following members were present:

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

The following members were absent:

Councilmember Jerry Johnson

The following items were discussed:

1. Set a meeting of the Solid Waste Authority for October 21, 2025, at 4:50 P.M.
2. Resolution authorizing execution of an agreement regarding the Baldwin County Interoperability Communications System for Police and Fire Protection Services.
3. Resolution authorizing execution of an amendment to the grant award agreement with the National Audubon Society for the Stewardship of Coastal Alabama Beach Nesting Bird Habitat.
4. Resolution authorizing the purchase of Office Furniture for the Police Department through NCPA from Watson Furniture Group, Inc., in the amount of \$32,351.74.
5. Resolution authorizing execution of an agreement to grant an underground electric line easement to Baldwin County Electric Membership Corporation.
6. Resolution authorizing the City to pay legal fees from Carr, Allison, Oliver & Sisson, P.C., and Galloway, Wettermark & Rutens, LLP.
7. Resolution authorizing execution of a performance agreement with the Garner C. Tampary Memorial Foundation, Inc., for the "3rd Annual Merry Memories Tinsel Trail" event.
8. Ordinance amending Chapter 50, Article XIII of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Recreational Vehicle Rentals".
9. Ordinance amending Chapter 70, Article VIII of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Golf Carts".

There being no further business, the meeting adjourned.

Time: 5:12 P.M.

APPROVED this 4th day of November, 2025.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 21, 2025**

Departments: City Clerk

Description of Topic: Resolution declaring Automated External Defibrillators owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the Alabama Charter Fishing Association (ACFA). (JS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 11-04-25 25-xxx Donate Surplus AEDs Alabama Fishing Charter Association

RESOLUTION NO. 25-xxx

**A RESOLUTION DECLARING AUTOMATED EXTERNAL DEFIBRILLATORS
OWNED BY THE CITY OF ORANGE BEACH AS SURPLUS AND UNNEEDED
AND AUTHORIZING THE DONATION OF SAID PROPERTY
TO THE ALABAMA CHARTER FISHING ASSOCIATION (ACFA)**

FINDINGS:

1. The City of Orange Beach Fire/Rescue Department (hereinafter “OBFD”) recently purchased new automated external defibrillators (hereinafter “AEDs”) to replace older model AEDs in an effort to standardize units owned and operated by City personnel as well as obtain enhanced features such as real-time CPR feedback and faster cardiac rhythm analysis.
2. The surplus units were serviceable before removal from service with the City and needed minimal repairs such as battery or defibrillator pad replacements due to expiration, however they were not available for return to the company for credit towards the newly purchased AEDs.
3. That the following personal property owned by the City of Orange Beach, Alabama, is no longer needed for public or municipal purposes:

DEPARTMENT	ITEM DESCRIPTION	QTY	NOTES
FIRE	LIFEPAK CR PLUS AEDS	10	SERIAL NUMBERS: 44598018 44589511 44589518 48460050 40560169 44589579 44589541 44589216 44589561 44589528
FIRE	PHILLIPS HEART START AEDS	2	SERIAL NUMBERS: A16F-04697 A08A-02441
FIRE	ADULT COMBO PADS	26	AED ACCESSORIES
FIRE	PEDIATRIC COMBO PADS	9	AED ACCESSORIES

4. Section 11-43-56 of the Code of Alabama of 1975 authorizes the municipal governing body to dispose of unneeded personal property.
5. The City of Orange Beach is home to an abundance of marine vessels owned and operated for pleasure and business purposes, including 80 local charter fishing vessels who are a part of the Alabama Charter Fishing Association (hereinafter “ACFA”). The charter vessels travel up to one hundred (100) miles offshore on an average of one hundred fifty (150) days each year.
6. The ACFA estimates that between two (2) and five (5) medical incidents occur each year just among their members’ vessels while fishing offshore, including cardiac events. Response time by emergency services can range anywhere from fifteen (15) minutes to an hour or more depending on how far offshore the vessel where the emergency has occurred is located.

7. Having AEDs available on local offshore charter vessels could greatly increase cardiac event survival rates for those who suffer such, both on the charter vessels housing the AEDs and on nearby marine vessels without AEDs whom those charter vessels could respond to.
8. The City currently provides CPR and AED training to the general public through regularly scheduled classes and many of the local charter captains attend these classes on an annual basis.
9. Donating the surplus AEDs to the ACFA serves a public purpose of promoting the health and welfare of the community by providing additional medical safety devices to charter vessels therefor adding additional safety measures to those enjoying and working in the maritime activities in and around our local waterways.
10. Orange Beach City Council has determined that donating surplus AEDs to the ACFA serves a public purpose.

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

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

ADOPTED THIS 4th DAY OF NOVEMBER, 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 November 4, 2025.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 21, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of an agency agreement with JJPR, LLC, for public relations and marketing professional services. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 11-04-25 25-xxx Authorize Professional Services Agreement JJPR Public Relations
2. 2025.10.16 Professional Services Agency Agreement JJPR Public Relations
Marketing

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGENCY AGREEMENT WITH JJPR, LLC
FOR PUBLIC RELATIONS AND MARKETING PROFESSIONAL SERVICES**

FINDINGS:

1. The City of Orange Beach is a growing community whose popularity continues to expand into local, state, and national media.
2. JJPR, LLC, is a public relations agency with a deep connection to Baldwin and Mobile Counties, experience in navigating municipal affairs, and knowledge in expertise areas ranging from rebranding to crisis management.
3. The City and JJPR, LLC, have reached an agreement (attached hereto as Exhibit A) wherein JJPR, LLC, will provide marketing and public relations services as requested in exchange for compensation.
4. After having reviewed the attached Agency Agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute the agreement in substantially the form and of substantially the content now before the City Council between the City of Orange Beach and JJPR, 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 4th DAY OF NOVEMBER, 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 November 4, 2025.

City Clerk



Agency Agreement

This agreement is made as of November 5, 2025 between

"Client"

City of Orange Beach
(hereinafter "Client")

and

"Agency"

JJPR, LLC
25895A Friendship Road Suite C Daphne,
Alabama 36526
p. 251.375.1297
www.jjpragency.com
(hereinafter "Agency")

1. SCOPE OF SERVICES

Agency will provide Client with the basic services provided in Schedule 1, attached hereto (the "Basic Services"). Should Client request Agency to perform additional services beyond what is provided in Schedule 1, Agency and Client will negotiate in good faith with respect to the terms, conditions, and compensation for such additional services.

Any agreement for additional services will be set forth in writing and considered an addendum to this Agreement.

2. OWNERSHIP

All campaigns, trademarks, service marks, slogans, artwork, written materials, drawings, photographs, graphic materials, film, music, transcriptions, timelines, renderings or other materials that are subject to copyright, trademark, patent, or similar protection (collectively, the "Work Product") produced by Agency are the property of the Client provided Client pays all fees and costs associated with creating and, where applicable, producing such Work Product.

Notwithstanding the foregoing, it is understood that Agency may, on occasion, license materials from third parties for inclusion in Work Product. In such circumstances, ownership of such licensed materials remains with the licensor at the conclusion of the term of the license. In such instances, Client agrees that it remains bound by the terms of such licenses. Agency will keep Client informed in writing of any such limitations.

3. TERM

The term of this Agreement shall commence on November 5, 2025, for a term of twelve (12) months. Either party may choose to terminate the agreement for any reason with sixty(60) days prior written notice ("Notice Period"). Notice of termination shall become effective upon mailing or receipt of such notice by the party to whom it is addressed.

Each party's rights and duties hereunder shall continue in full force during the Notice Period. Any reservation, contract or arrangement made by Agency for Client prior to the termination date that continues beyond the termination date will be carried to completion by Agency and paid for by Client in accordance with this Agreement unless Client directs Agency to transfer such reservation, contract or arrangement to another entity and Client releases and indemnifies Agency, in which event Agency will endeavor to make such transfer, subject to obtaining any necessary consents of third parties. Agency will be entitled to fees and payments for services performed prior to accomplishing the transfer. Upon termination, provided that Client has no outstanding indebtedness to Agency and Agency does not assume any third-party obligations, Agency shall transfer in accordance with Client's instructions all property and materials owned by Client which are under Agency's control.

4. COMPENSATION AND BILLING PROCEDURE

Agency will be compensated, and Client will be billed for Basic Services as provided in Schedule 2, attached hereto.

Client agrees to pay Agency for all third party charges for the production and purchase of materials and programs, provided that prior approval from the Client is obtained by Agency before incurring such a charge, including, without limitation, typography, engraving, printing, photographs, artwork, comprehensive layouts, mechanicals, photo boards, film, video tapes, musical compositions and arrangements, radio and television programs and facilities, talent, props, scenery, sound and lighting effects, software, research, rights, royalties, and producers' or packagers' fees at Agency's cost, prior approval from the Client must be obtained by Agency before incurring such a charge. Agency also agrees to communicate with Client regarding all third party charges prior to production.

Client also agrees to pay Agency for any studio functions performed by Agency including, without limitation, for any mechanicals, comprehensive production storyboards and photoboards, printing, typography, retouching, illustration, graphics, animation, designs, computer aided design, digital image research, portable media, and color output and prints prepared or produced by Agency personnel, provided that prior approval from the Client is obtained by Agency before incurring such a charge.

All invoices shall be rendered on or about the first day of each month and are payable within thirty days of invoice receipt. The Parties agree that all payments due and owing under this Agreement shall be made through check or automated clearing house ("ACH") transfers (also known as Automatic Funds Transfer - AFT), unless otherwise agreed upon by both Parties in writing. If a credit card is used for payment, a processing fee will be applied to all transactions.

5. CONFIDENTIALITY AND SAFEGUARD OF PROPERTY

Client and Agency respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of services under this Agreement or as may be required by law), any information, documents, or materials that are reasonably considered confidential regarding each other's products, business, customers, clients, suppliers, or methods of operation; provided, however, that such obligation of confidentiality will not extend to anything in the public domain. Agency and Client will take reasonable precautions to safeguard property of the other entrusted to it, but in the absence of negligence or willful disregard, neither Agency nor Client will be responsible for any loss or damage.

6. NON-SOLICITATION

During the term of Services and for twelve (12) months following the end of the last Services executed under this Agreement, Client shall not employ, attempt to employ, or solicit for employment any Agency employees; shall not encourage any consultant, other contractor, or any other person or entity to end their relationship or stop doing business with Agency, or help any person or entity do so or attempt to do so; and shall not obtain or attempt to obtain any Confidential Information for any purpose whatsoever.

7. INDEMNITIES

Agency agrees to indemnify and hold Client harmless with respect to any claims or actions by third parties against Client based upon material prepared by Agency, involving any claim for libel, slander, piracy, plagiarism, invasion of privacy, or infringement of copyright, except where any such claim or action arises out of material supplied by Client to Agency or Client's negligence or misrepresentation.

8. AMENDMENTS

Any amendments to this Agreement must be in writing and signed by Agency and Client.

9. NOTICES

All notices hereunder shall be in writing and shall be served by registered mail, duly addressed as follows:

If to Agency, to:

Jennifer G. Jenkins JJPR
25895A Friendship Rd. Suite C
Daphne, AL 36526
Phone: 251-375-1297

If to Client, to:

Renee Eberly
City of Orange Beach
PO Box 458
Orange Beach, AL 36561
Phone: 251-981-6806
Email: reberly@orangebeachal.gov

Copy to:

City Attorney
PO Box 458
Orange Beach, AL 36561
Phone: 251-923-5815
Email: jlogan@orangebeachal.gov

10. INDEPENDENT CONTRACTOR

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

b) Agency, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of Client but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense as Client may from time to time request to indicate that it is an independent Contractor. Client does not, and will not, assume any responsibility for the means by which or the manner in which the services by Agency provided for herein are performed but, on the contrary, Agency shall be wholly responsible therefor.

c) The terms "Agency" and "agent" are not terms be used interchangeably within this Agreement. "Agency" shall be used solely to identify and refer to JJPR, LLC, while the term "agent" shall be used to identify or refer to an entity authorized to act on behalf of, create legal obligations for, and bind the Client to agreements within the scope of their designated authority.

11. INSURANCE

a) For the term of this Agreement, Agency shall acquire and maintain in full force and affect the policy of insurance evidenced by the certificate of insurance attached hereto as "Exhibit A", with Client being named as an additional insured.

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

12. ASSIGNMENT

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

13. SEVERABILITY

In the event one or more provisions of this Agreement are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Agreement.

14. SELECTED FORUM

The parties to this Agreement agree that the exclusive forum for any legal dispute relating directly or indirectly to this Agreement shall be a state court in Baldwin County, Alabama.

15. COMPLIANCE WITH LAW

Agency 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 Agency may perform any work pursuant to this Agreement. Agency further agrees to comply with all rules, regulations, policies, and City Ordinances of the City of Orange Beach.

16. GOVERNING LAW

This Agreement shall be interpreted in accordance with the laws of the State of Alabama without regard to its principles of conflicts of laws.

17. MISCELLANEOUS

- a) Agency will obtain Client's authorization before making any expenditures or any commitments for media placement on Client's behalf. Agency is authorized to act on Client's behalf as an agent for a disclosed principal in connection with our services hereunder.
- b) If Client should desire to use any material created or supplied by Agency (or anything derived from such material) outside of the U.S. (whether during or after the term of the services hereunder), Client and Agency will agree upon the terms in advance.
- c) Agency will use its reasonable best efforts to guard against any loss to Client caused by the failure of media, suppliers or others to perform in accordance with their commitments, but Agency will not be responsible for any such loss or failure on their part, or any destruction or unauthorized use by others of Client's property.
- d) Client has the right at any time to direct Agency to cancel any plans, schedules or work in progress. Agency will be entitled to its fees and payments for services performed prior to Client's instructions to cancel, and for advertising and materials placed or delivered thereafter if Agency is unable to halt such placement or delivery. Under no circumstances will Agency be obliged to breach any lawful contractual commitment to others.
- e) This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties with respect to the aforesaid subject matter. No promise or undertaking not set forth herein has been made by any party.
- f) Project Abandonment - If Client fails to communicate, participate, or becomes otherwise unresponsive for 30 consecutive days, after repeated attempts from Agency through phone and email communication to begin, continue, or finalize the delivery of services under this Agreement, Agency will consider the project abandoned.

Client:

I agree to the terms and conditions of this contract.

First Name

Last Name

Signature

JJPR:

I agree to the terms and conditions of this contract.

Signature

SCHEDULE 1

BASIC SERVICES

The Basic Services the Agency will provide under a one-time project fee and/or monthly retainer are summarized as follows:

- i. Agency to allocate time to thoroughly familiarize itself with Client's short-term and long-term corporate objectives, philosophies, products, services, markets and corporate marketing strategies.
- ii. Agency to provide Client with public relations and marketing services to include:
 - a. Strategy and Planning
 - Provide 12.5 hours per month, or 150 hours annually, of public relations and community engagement services to create and promote the City of Orange Beach
 - Develop and implement a strategic community engagement and public relations plan
 - Assist providing early alert to issues and thoughtful communication solutions
 - Work to enhance positive public perception in the community
 - b. Public Relations
 - Draft and distribute news releases, fact sheets, etc. to targeted media outlets with follow-up
 - Secure media editorial coverage, interviews and feature stories to promote City initiatives, awards, etc.
 - Prepare client representatives for media interviews with talking points as needed
 - identify, recommend and leverage community program involvement that aligns with the client's overall objectives
 - c. Community Engagement
 - Develop key messages in conjunction with client to be used with identified stakeholders and media
 - Provide background information, guidance and support to the City to foster positive relationships with key stakeholders
 - Coordinate and attend stakeholder meetings and public meetings as needed
 - d. Media Relations
 - Respond to and facilitate interviews for media inquiries for the client
 - Provide media briefings and prepare client representatives for talking points for media interviews
 - Draft and distribute information to media as needed including talking points, news releases, fact sheets, etc.
 - Conduct ongoing media relations outreach and follow-up
 - Develop and maintain a comprehensive media list for outreach to media outlets and key stakeholders
 - e. Reputation/Issues Management
 - Consult on potential issues that could impact the City
 - Provide input into the strategy to manage current issues as well as recommendations for long-term community engagement
 - Ongoing media monitoring and support
 - Outreach to media, business leaders, organizations, associations, etc. concerning issues
 - f. Activity and Media Reporting
 - Provide monthly reporting of PR activities and media monitoring
- iii. Agency to provide necessary account service and consultation to ensure optimum completion of projects, including, but not limited to, participation in various Client meetings.
- iv. Agency to maintain internal procedures that ensure budget control, prompt billing and quality control.
- v. Agency to provide conference reports on meeting decisions, budgetary reports and project status reports upon request or as otherwise needed.

SCHEDULE 2

AGENCY COMPENSATION AND BILLING PROCEDURE

BASIC SERVICES

Client shall pay Agency as detailed below, for performance of the Basic Services.

Total: \$2,500.00/month

Client shall pay Agency fees as detailed above for performance of the Basic Services. Agency will bill Client according to payment schedule outline in section 4, Compensation and Billing Procedure. This fee is based on an average of 12.5 hours per month for a period of twelve months, or 150 hours annually.

Should services exceed estimated monthly hours, agency will notify client in advance and receive approval to provide additional hours of services to be billed at agency's hourly rate of \$200. Agency and Client agree to review the Monthly Hours every three months throughout the course of this Agreement.

DRAFT



**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 21, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Heidi Lemon for theatrical performance dance instruction for "Guys and Dolls". (SB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 11-04-25 25-xxx Authorize Professional Services Agreement Performing Arts Heidi Lemon Guys and Dolls
2. 2025.10.16 Professional Services Agreement Heidi Lemon Performing Arts Guys and Dolls

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
HEIDI LEMON
FOR THEATRICAL PERFORMANCE DANCE INSTRUCTION
FOR “GUYS AND DOLLS”**

FINDINGS:

1. The City of Orange Beach has reached an agreement (attached Exhibit A) with Heidi Lemon, an individual, whereby Heidi Lemon will provide theatrical performance dance instruction for the City’s spring 2026 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 Heidi Lemon 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 4th DAY OF NOVEMBER, 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 November 4, 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 Heidi Lemon, an individual (hereinafter the "Contractor"), as follows:

1. Recitals.

WHEREAS, the City desires to engage Contractor to provide theatrical performance dance instruction 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 dance instruction 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 student and adult coaching, dance instruction, choreography and music, review, and supervision during rehearsals, tech week and shows, 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 \$4,000, plus pre-approved expenses incurred as part of the Contractor's performance of this contract, in accordance with City policies. Pre-approved expenses include compensation for the cost of insurance as required in Section 6 of this agreement, in accordance with City policies in an amount to be pre-authorized by the City. Contractor will be reimbursed for insurance not to exceed \$800.00.
- 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 two (2) payments of \$2,000 -once in December 2025 and once in February 2026- upon the City's receipt of properly documented invoices for services performed as verified by the Performing Arts Center staff.

4. Term.

The term of this Agreement is four (4) months commencing November 8, 2025, and ending March 8, 2026.

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 herein constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which consent shall be granted or denied solely at City's discretion.

8. Compliance with Law.

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

9. Termination.

This Agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate. Upon termination, Contractor shall be paid *pro rata* for all services actually rendered up to the effective date of termination. Any amounts paid to Contractor but not earned *pro rata* shall be returned to the City prior to cancellation of the contract. This Agreement may be terminated immediately by the City upon failure of the required background check or drug testing, as set out in paragraph 15, below.

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 shall be Baldwin County, Alabama.

14. Permits, etc.

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

15. Background Check and Drug Testing.

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

16. Indemnification.

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

17. Confidentiality

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

18. Notices.

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

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

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

Contractor:

Heidi Lemon
27306 Parker Lane
Daphne, AL 36526

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

Heidi Lemon, Contractor

[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: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Heidi Lemon, an individual, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of the above and foregoing agreement, he executed the same voluntarily on the day the same bears date.

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

(SEAL)

Notary Public
State of Alabama
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 21, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Vehicle for the Sportsplex through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$49,116. (NA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 11-04-25 25-xxx Authorize Purchase Vehicle Sportsplex State Bid
2. 2025.09.11 Quote - Sportsplex - Stivers Ford Lincoln Vehicle

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
VEHICLE FOR THE SPORTSPLEX
THROUGH STATE BID FROM STIVERS FORD LINCOLN, INC.
IN THE AMOUNT OF \$49,116**

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 One (1) Vehicle for the Sportsplex from Stivers Ford Lincoln, Inc., through Alabama State Bid in the amount of \$49,116.00;
2. That the Mayor is hereby authorized to approve payment to Stivers Ford Lincoln, Inc., in the amount of \$49,116.00 for One (1) 2026 Ford F-350 Supercrew 4x4 Pickup Truck;
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 4th DAY OF NOVEMBER, 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 November 4, 2025.

City Clerk

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Last Updated 9/11/2025
Revision 26.0

2026 FORD F350 SUPER CREW 4x4 PICKUP - MODEL W3B

CONTRACT NUMBER: 220000003128-30

STATE CONTRACT: T191

CONTRACT AMOUNT: \$48,730

INCLUDES: XL 610A, Crew Cab 4x4, 6.8L V8 PFI Gas Engine, 10 Spd AutoTransmission, 6.75' Box, Power Windows & Door Locks, Keyless Entry, Cruise Control, Vinyl Flooring, Vinyl 40/20/40 Seat, AM/FM Radio, Bluetooth, Rear View Camera, & Tow Package 4/7 Pin,

STATE CONTRACT PRICE (T191)

\$ 48,730

X

FACTORY OPTIONS

52B	Trailer Brake Controller (Standard on XLT)	\$	300	
18B	Platform Running Boards	\$	445	
66S	Upfitter Switches	\$	250	
67E	250 Amp. Alternator	\$	185	
43C	120V / 400W Outlet	\$	225	
76C	Backup Alarm	\$	230	
592	Roof Clearance Lights	\$	150	
43K	Pro Power Onboard 2KW - Includes Dual Alternator, Requires 86M Dual Battery	\$	985	
86M	Dual Batteries - Included w/ Diesel Engines, Requires 67B 410 Amp Dual Alternator or Pro Power 43K on Gas	\$	210	
67B	410 Amp Dual Alternator w/ 86M Dual Batteries	\$	215	
66L	LED Box Lighting	\$	160	
76S	Remote Start	\$	250	
85G	Tailgate Step (Includes Step & Handle)	\$	375	
874	360 Degree Camera Package	\$	1,150	
96D	XL Driver Assist Package- Includes Automatic High Beam, Pre-Collision Assist	\$	730	
52S	Interior Work Surface (Requires 40/20/40 Seat)	\$	140	
96V	XL Chrome Package - Includes Boxlink, Chrome Hub Covers, Chrome F & R Step Bumper, Fog Lamps	\$	425	
15J	Gooseneck Hitch Kit - Requires 53W 5th Wheel / Gooseneck Hitch Prep Kit	\$	250	
15L	5th Wheel Hitch - Requires 53W, 68U, & 8' Truck Bed (176" Wheelbase)	\$	1,345	
53W	5th Wheel / Gooseneck Hitch Prep Package - Includes: Five Pickup Bed Attachment Points, One Frame Under Bed Cross Member, & One Integrated 7-Pin Connector On Driver's Side Bed Wall	\$	750	

WHEEL BASE OPTIONS:

160	6 3/4' Box (Standard Box On Contract)	Standard	
176	8.0' Box	\$ 649	

DRIVE TRAIN OPTIONS:

99A	6.8L V8 PFI Gas Engine	XL Standard	
X37	3.73 Regular Axle (Standard w/ 6.8L Gas Engine)	NC	
X3E	3.73 Electronic Locking Axle (Optional w/ 6.8L Gas Engine)	\$ 430	
99N	7.3 L V8 430 Horsepower Gas Engine (N/A with XL, Option for XLT)	\$ 1,500	
X37	3.73 Regular Axle (Standard w/ 7.3L Gas Engine)	NC	
X3E	3.73 Electronic Locking Axle (Optional w/ 7.3L Gas Engine)	\$ 430	
99T	6.7L V8 Diesel Engine (State Contract Diesel Option - 220000003128-31)	\$ 10,211	
X31	3.31 Regular Axle (Standard w/ 6.7L Diesel Engine)	NC	
X3H	3.31 Electronic Locking Axle (Optional w/ 6.7L Diesel Engine)	\$ 430	
99M	6.7L High Output V8 Diesel Engine	\$ 13,495	
X31	3.31 Regular Axle (Standard w/ 6.7L High Output Diesel Engine)	NC	
X3H	3.31 Electronic Locking Axle (Optional w/ 6.7L High Output Diesel Engine)	\$ 430	
41H	Heater, Engine Block	\$ 250	
TD8	LT245/75Rx17E BSW A/S	XL Standard	
TBM	LT245/75Rx17E BSW A/T (XL Option)	\$ 165	
TCH	LT275/65Rx18E BSW A/S	XLT Standard	
TDX	LT275/70Rx18E BSW A/T (XLT Option)	\$ 265	

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

PACKAGE OPTIONS

17S	STX Appearance Package - Includes: 18" Ebony Black Painted Aluminum Wheels, LT275/70Rx18E BSW A/T, Body-Color Front & Rear Bumpers, Painted Grill, Upgraded Interior Door Panels, , Automatic High Beam, BLIS, Pre-Collision w/ Automatic Emergency Braking, Reverse Brake Assist, Boxlink Color Coordinated Full Carpet w/ Floor Mats, Cloth 40/20/40 Split Bench w/ Center Armrest Cupholder/Storage LED Box Lighting, LED High-Mount Stop Lamp, LED Fog Lamps, LED Reflector Lamps, 10,000 GVWR Pkg	\$	3,115	☐
17X	FX4 Off-Road Pkg - Requires A/T Tire Option & E-Lock Axle. Includes: Hill Descent Control, Skid Plates for Transfer Case & Fuel Tank, Off-Road Specifically Tuned Front/Rear Shock Absorbers, & FX4 Box Decal	\$	600	☐
603A	XLT 603A Package - All XL Content Plus: Front & Rear Chrome Bumpers, Chrome Grill, Halogen Fog Lamps, 18" Sparkle Silver Painted Cast Aluminum Wheels w/ Bright Hub Covers & Ornaments, 4 Box Tie Downs, ProPower Onboard - 400W One Dash Mounted Outlet & One in Rear Console, A/C Vents Black w/ Chrome Ring Color Coordinated Full Carpet w/ Floor Mats, Manually Telescoping/Folding Mirrors w/ Power & Heated Glass, Front Seats - High Series Cloth 40/20/40 Split Bench w/ 20% Under Seat Storage, Center Armrest w/ Cupholder & Storage, 8 Way Power Driver Front Seat, Rear Fixed Privacy Glass, & Trailer Brake Controller	\$	5,610	☐

COLOR OPTIONS:

Z1	Oxford White		NC	☒
M7	Carbonized Gray		NC	☐
UM	Agate Black		NC	☐
JS	Iconic Silver	\$	660	☐
PQ	Race Red	\$	395	☐
E9	Argon Blue	\$	395	☐
DR	Avalanche	\$	395	☐
AT	Yellow	\$	660	☐
BY	School Bus Yellow	\$	660	☐
E4	Vermillion Red	\$	660	☐
GR	Green	\$	660	☐
W6	Green Gem	\$	660	☐
MB	Orange	\$	660	☐

INTERIOR OPTIONS:

AS	40/20/40 Vynl Seats - Medium Dark Slate (XL)	XL Standard	☒
LS	40/Mini-Console/40 Vinyl Seat - Medium Dark Slate (Shallow Tray on Floor)	\$ 355	☐
1S	40/20/40 Cloth Seats - Medium Dark Slate (XL)	\$ 315	☐
4S	40/Mini-Console/40 Cloth Seat - Medium Dark Slate (Shallow Tray on Floor)	\$ 615	☐
1S	40/20/40 Cloth Seats - Medium Dark Slate (Only Choice for STX - No Charge)	STX - NC	☐
3S	40/20/40 Cloth Seats - Medium Dark Slate (XLT)	XLT Standard	☐
3J	40/20/40 Cloth Seats - Baja (XLT)	NC	☐
2S	40/Console/40 Cloth Seat - Medium Dark Slate (XLT)	\$ 525	☐
2J	40/Console/40 Cloth Seat - Baja (XLT)	\$ 525	☐

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**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 21, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Vehicle for the Utilities Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$37,380. (RS/KB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 11-04-25 25-xxx Authorize Purchase Vehicle Utilities State Bid
2. 2025.10.14 Quote - Utilities - Stivers Ford Lincoln Vehicle

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
VEHICLE FOR THE UTILITIES DEPARTMENT
THROUGH STATE BID FROM STIVERS FORD LINCOLN, INC.
IN THE AMOUNT OF \$37,380**

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 One (1) Vehicle for the Utilities Department from Stivers Ford Lincoln, Inc., through Alabama State Bid in the amount of \$37,380.00;
2. That the Mayor is hereby authorized to approve payment to Stivers Ford Lincoln, Inc., in the amount of \$37,380.00 for One (1) 2025 Ford F-150 Supercrew 4x2 Pickup Truck;
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 4th DAY OF NOVEMBER, 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 November 4, 2025.

City Clerk

Government Department
334-613-5000

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

9/25/23
Version 23.0

2025 FORD F150 SUPERCREW 4x2 PICKUP -- STATE CONTRACT T191 SKF61929

CONTRACT NUMBER: MA220000003128-14

CONTRACT AMOUNT: \$38,467

INCLUDES: 2.7L EcoBoost V6 Engine, 10-Spd Auto, 4x2, 145" Wheelbase, 5.5' Bed, Class IV Trailer Hitch w/ 4/7 Pin Connector, Power Windows, Power Door Locks w/ Integrated Key Transmitter Keyless Entry, Power Tailgate Lock, Cruise Control, Black Vinyl Flooring, 17" Silver Steel Wheels, Ford Co-Pilot 360 2.0, 36 Gallon Fuel Tank

EQUIPMENT GROUP OPTIONS

W1K	101A XL Equipment Group (Base Equipment Group on Contract)	\$	38,467	☒
F1K	Regular Cab 2wd 141" wheelbase with 8' box	Option Credit	\$ (2,166)	☒

EXTERIOR COLOR OPTIONS:

YZ Oxford White

INTERIOR OPTIONS:

AS Vinyl 40/ 20 /40 - Medium Dark Slate Gray

NC ☒

DRIVE TRAIN OPTIONS:

99P 2.7L V6 Ecoboost Engine

Included with F1K \$ - ☒

X19 3.55 RATIO REGULAR AXLE

Included with F1K \$ - ☒

LED 4 Corner LED Strobe Lights

\$ 695 ☒

DELIVERY: State Contract Provisions for \$2.00 / mile one-way

\$ 384 ☒

Delivery Address: 3900 William Silvers Pkwy (Sewer Dpet) Orange Beach, Alabama

TOTAL VEHICLE (Required) \$ 37,380

Customer: CITY OF ORANGE BEACH

Contact: ROB STALCUP

Email: rstalcup@orangebeachal.gov

SIGNATURE: _____

DATE: _____

PURCHASE ORDER NUMBER: (Required)

QUANTITY 1 UNIT



**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 21, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a professional services agreement with Brett Blevins for tennis racket stringing services. (NA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 11-04-25 25-xxx Authorize Professional Services Agreement Tennis Brett Blevins
2. 2025.10.17 Professional Services Contract Brett Blevins Tennis

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
BRETT BLEVINS FOR TENNIS RACKET STRINGING SERVICES**

FINDINGS:

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

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

1. That the Mayor and City Clerk are hereby authorize to execute and attest, respectively, the Agreement in substantially the form and of substantially the content now before the City Council as an attachment hereto, between the City of Orange Beach, Alabama, and Brett Blevins, 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 4th DAY OF NOVEMBER, 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 November 4, 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 Brett Blevins, an individual (hereinafter the "Contractor"), as follows:

1. Recitals

WHEREAS, the City desires to engage Contractor to provide tennis racket stringing for the purpose of assisting patrons of the Orange Beach Tennis Center;

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

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

2. Services to be Performed

- a) Contractor will provide high quality tennis racket stringing for individuals at the Orange Beach Tennis Center;
- b) Contractor will provide all tennis strings, unless otherwise provided by clients;
- c) City will provide tennis racket stringing machine to be used by Contractor solely for providing services to the patrons of the Orange Beach Tennis Center;
- d) Contractor shall notify the Area Coordinator and client immediately regarding any existing damage or deterioration of tennis rackets prior to stringing;
- e) Contractor shall assist the City with maintaining an official log book detailing each transaction, including: date, client's name, client's contact information, tennis racket make/model, serial numbers, payments, and special instructions provided by the client;
- f) Contractor shall provide a turnaround time of 48-72 hours for professional services. Exceptions to this turnaround time shall be obtained from the client and Area Coordinator;
- g) Contractor will perform such other services with regard to the City's Tennis Center as are mutually agreed to between the Contractor and the City.

3. Compensation

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall retain 75% of all fees generated from tennis racket stringing services, plus the sum of pre-approved expenses incurred as part of Contractor's performance of this contract, in accordance with City policies.
- b) Contractor agrees to abide by the City's established policies and agrees that any travel and expenses must be approved in writing in advance by the City.
- c) Contractor shall pay to the City monthly 25% of all fees collected for tennis racket stringing services by Contractor during performance of this Agreement, minus the sum of any pre-approved expenses, and shall provide the City with the log described in Section 2(e) at the time of payment.
- d) Payment shall be made to the City using the Court Reserve platform.

4. Term.

The term of this Agreement is twelve (12) months commencing November 5, 2025, and ending November 4, 2026, unless terminated earlier in accordance with Paragraph 9. This agreement may be renewed annually by resolution adopted by the City Council.

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 as "Exhibit A", 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 of the City of Orange Beach.

9. Termination.

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

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

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

13. Law Governing.

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

14. Permits, etc.

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

15. Background Check and Drug Testing

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

16. Indemnification

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

17. Confidentiality

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

City. Contractor agrees not to disclose, use, transfer, or transmit the information to any person or entity for any purpose whatsoever. This includes records, passwords, access codes, manuals, statistics, software, audio/video recordings, or storage disks of any kind containing Protected Information.

18. Notices.

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

City of Orange Beach:

City Clerk
Post Office Box 458
Orange Beach, AL 36561

Copy to:

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

And to Contractor:

Brett Blevins
21164 Coastal Gateway Blvd.
Gulf Shores, AL 36542

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

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR

By: _____
Brett Blevins, an Individual

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

(SEAL)

Notary Public
State of Alabama
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Brett Blevins, an individual, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of the above and foregoing agreement, he executed the same voluntarily on the day the same bears date.

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

(SEAL)

Notary Public
State of Alabama
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 21, 2025**

Departments: City Clerk

Description of Topic: Resolution appointing members to the Board of Adjustment. (AR)

Background/Description: The terms of Board of Adjustment members Ryan Beebe and McGee Scarbrough have expired. Both members are willing to continue to serve. Board of Adjustment members serve three-year terms.

Action Options/Recommendation: The Building Official/Community Development Director has recommended the reappointment of Ryan Beebe and McGee Scarbrough for three-year terms ending September 2028.

Source of Funding (if applicable):

ATTACHMENTS:

1. 11-04-25 25-xxx Appoint Board of Adjustment Scarbrough Beebe

RESOLUTION NO. 25-xxx
A RESOLUTION REAPPOINTING
RYAN BEEBE AND MCGEE SCARBROUGH
TO THE BOARD OF ADJUSTMENT

FINDINGS:

1. Chapter 2, Article V, Division 4 of the Orange Beach City Code establishes the Board of Zoning Adjustment.
2. The terms Board of Adjustment members Ryan Beebe and McGee Scarbrough have expired.
3. The Building Official has recommended that both members be reappointed.

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

1. That Ryan Beebe and McGee Scarbrough be and are hereby reappointed to serve on the Board of Adjustment for three-year terms ending on September 24, 2028;
2. That it be reaffirmed that the following persons have been appointed to the Board of Adjustment for the terms set out below:

Linda Bradley, three-year term ending September 24, 2026

Greg Kennedy, three-year term ending September 24, 2026

David Dichiaro, three-year term ending September 24, 2027

Ryan Long, supernumerary, three-year term ending September 24, 2027

Grant Nichols, supernumerary, filling vacated three-year term ending September 24, 2027

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

ADOPTED THIS 4th DAY OF NOVEMBER, 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 November 4, 2025.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 21, 2025**

Departments: Community Development

Description of Topic: Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0905-PUDA-25, Jones Duplexes PUD Modification - Turquoise Village. (Suggested date 11/18/2025) (GP)

Background/Description: Overstreet & Associates Consulting Engineers, on behalf of Rodney Jones, requests approval of Major PUD Modification to the Jones Duplexes Planned Unit Development (PUD) Master Plan to rezone 7.9 acres from Single-Family Residential (RS-1) to PUD for inclusion into the Jones Duplexes PUD Master Plan and to amend the development into a beachfront residential development containing 18 single-family houses and 10 duplexes for 38 total dwelling units. The property is located at 26480, 26504, 26536 and 26558 Perdido Beach Boulevard.

Action Options/Recommendation: The Planning Commission held a public hearing and considered this application at its regular meeting on October 13 and declined its motion for favorable recommendation (3-6). Therefore, this request has a negative recommendation from the Planning Commission.

Source of Funding (if applicable): NA

ATTACHMENTS:

None