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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 01/20/2026
2. Committee of the Whole 01/20/2026

**III. Unfinished Business**

**Miscellaneous**

1. Discuss School Board appointment. (TK)

**Resolutions**

**Ordinances**

**IV. New Business**

**Miscellaneous**

**Resolutions**

1. Resolution awarding the annual bid for Roll-Off Container Services. (RE/TR)
2. Resolution awarding the annual bid for Dumpster Services. (RE/TR)
3. Resolution awarding the bid for Three UTVs for the Fire Department. (JS/TR)
4. Resolution awarding the bid for a Flashover Simulator for the Fire Department. (JS/TR)
5. Resolution amending the rental agreement and fee schedule for the Orange Beach Senior Center located at 26251 Canal Road. (NA/JL)
6. Resolution authorizing the purchase of a Vehicle for the Fire Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$58,999. (JS/BN)

7. Resolution authorizing the sole source purchase of Diffuser Sleeves from Parkson Corporation for the Utilities Department in the amount of \$37,896. (RS)
8. Resolution authorizing the purchase of a Vehicle for the Sportsplex thorough State Bid from Stivers Ford Lincoln, Inc., in the amount of \$48,724. (NA/SS)

**Public Hearings**

**Ordinances**

1. Ordinance amending Chapter 2, Article V, Division 4, Section 2-250 of the Code of Ordinances for the City of Orange Beach, Alabama, to update the Board of Zoning Adjustment appeals process. (JL)

**V. Public Comments**

**VI. Adjourn**

**MINUTES OF  
REGULAR COUNCIL MEETING  
ORANGE BEACH CITY COUNCIL  
JANUARY 20, 2026 – 5:00 P.M.  
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Kennon called the meeting to order at 4:59 P.M.
- II. INVOCATION** Pastor Jerry Peebles, Canal Road Baptist Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

Present: Councilmember Jeff Silvers  
Councilmember Jack Robertson  
Councilmember Ginger Harrelson  
Councilmember Robert Stuart  
Councilmember Jerry Johnson  
Mayor Tony Kennon

Absent: None

**V. CONSIDERATION OF AGENDA**

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

**VI. CONSIDERATION OF PREVIOUS MINUTES**

Regular Council Meeting 12/16/2025  
Committee of the Whole 12/16/2025

The reading was waived and minutes were approved as written.

**VII. REPORTS OF OFFICERS/COMMITTEES**

- 1. City Administrator – Ford Handley No report.
- 2. Director, Public Works – Tim Tucker No report.
- 3. Director, Community Development – Adam Roberson No report.
- 4. Chief, Police Department – Trent Johnson No report.
- 5. Chief, Fire Department – Jeff Smith No report.
- 6. City Clerk – Renee Eberly No report.
- 7. Director, Finance – Ford Handley No report.
- 8. Parks & Recreation – Nicole Ard No report.
- 9. Director, Utilities – Rob Stalcup No report.
- 10. Director, Coastal Resources – Phillip West No report.
- 11. Librarian, Public Library – Meagan Bing No report.
- 12. Director, Municipal Court – Pam Davis No report.
- 13. Director, Expect Excellence – Ford Handley No report.
- 14. Mayor/Council

Councilmembers shared upcoming events including a Women’s Firearms Course and USPCA K-9 Field Trials.

## VIII. AUDITING OF ACCOUNTS

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

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

## IX. PRESENTATIONS

1. Presentation by Greg Alexander, Coastal Alabama Business Chamber. Mr. Alexander thanked the Mayor and Council for their support of the E-Cycle and Shred Day, and summarized the successful results. Mr. Alexander introduced Steve Jones and other members of the Shrimp Fest Committee. Mr. Jones thanked the Mayor and Council for Orange Beach's support of the event, and presented the Mayor and Council with a framed 2025 Shrimp Fest poster.

## X. RECOGNITIONS

## XI. UNFINISHED BUSINESS

## XII. NEW BUSINESS

### Miscellaneous

1. Approval of a Retail Beer (On or Off Premises) and Retail Table Wine (On or Off Premises) Liquor License Application by Lyons Den Holdings LLC for The Beach Bun at 25775 Perdido Beach Boulevard, Suite A. **Motion made (Silvers/Robertson) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**

### Resolutions

1. Resolution authorizing the execution of a task order with Wetland Sciences, Inc., to develop the Orange Beach component of the Orange Beach Alabama Beach Mouse Habitat Conservation Plan in an amount not to exceed \$53,100. **Motion made (Harrelson/Stuart) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution authorizing the execution of an amended Covenant of Purpose, Use and Ownership with the Gulf Coast Ecosystem Restoration Council for the expansion of the Orange Beach Wildlife Rehabilitation and Education Program. **Motion made (Silvers/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution creating and appointing an AMERICA250AL Committee. **Motion made (Stuart/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution authorizing the execution of a professional services agreement with Sawgrass Consulting, LLC, for civil engineering and land surveying services. **Motion made (Silvers/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution authorizing execution of a task order with Sawgrass Consulting, LLC, to provide a property survey of the proposed site for a new civic center in an amount not to exceed \$16,500. **Motion made (Robertson/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution authorizing the purchase of a Tractor for the Public Works Street Department through Sourcewell from JBT Power, Inc., in the amount of \$39,794.88. **Motion made (Stuart/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

7. Resolution authorizing the purchase of a Track Loader for the Public Works Street Department through Sourcewell from Parish Tractor Company, LLC, in the amount of \$109,031.96. Motion made (Silvers/Harrelson) to adopt the resolution. Vote unanimous in favor. **Motion passed.**
8. Resolution authorizing the purchase of Two Utility Vehicles for the Public Works Refuse Department through Sourcewell from Parish Tractor Company, LLC, in the amount of \$43,744.26. Motion made (Harrelson/Stuart) to adopt the resolution. Vote unanimous in favor. **Motion passed.**
9. Resolution authorizing the purchase of a Dump Truck for the Public Works Street Department through Sourcewell from Truckworx - Kenworth of Mobile, Inc., in the amount of \$205,000. Motion made (Stuart/Johnson) to adopt the resolution. Vote unanimous in favor. **Motion passed.**
10. Resolution authorizing the purchase of a Leaf Vacuum for the Public Works Refuse Department through Sourcewell from Environmental Products Group, Inc., in the amount of \$79,239.23. Motion made (Robertson/Silvers) to adopt the resolution. Vote unanimous in favor. **Motion passed.**
11. Resolution authorizing the purchase of a Vehicle for the Coastal Resources Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$68,532. Motion made (Stuart/Robertson) to adopt the resolution. Vote unanimous in favor. **Motion passed.**
12. Resolution authorizing the purchase of a Vehicle for the Coastal Resources Department through State Bid from McSweeney Auto Group Clanton, LLC, in the amount of \$43,856.57. Motion made (Silvers/Robertson) to adopt the resolution. Vote unanimous in favor. **Motion passed.**
13. Resolution authorizing the purchase of Two Fire Engine Trucks for the Fire Department through the Houston-Galveston Area Council from Emergency Equipment Professional, Inc., in an amount of \$2,017,624. Motion made (Johnson/Robertson) to adopt the resolution. Vote unanimous in favor. **Motion passed.**
14. Resolution authorizing execution of an amended task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical testing and engineering services for Pickleball Courts in an amount not to exceed \$9,000. Motion made (Silvers/Robertson) 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 (Silvers/Harrelson) to adjourn.** Vote unanimous in favor.

Time: 5:13 P.M.

**APPROVED** this the 10<sup>th</sup> day of February, 2026.

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Renee Eberly  
City Clerk

**MINUTES OF  
COMMITTEE OF THE WHOLE MEETING  
ORANGE BEACH CITY COUNCIL  
JANUARY 20, 2025 – 5:13 P.M.  
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the February 3, 2026, agenda.

The following members were present:

Councilmember Jeff Silvers  
Councilmember Jack Robertson  
Councilmember Ginger Harrelson  
Councilmember Robert Stuart  
Councilmember Jerry Johnson  
Mayor Tony Kennon

The following members were absent:

None

The following items were discussed:

1. Discuss School Board appointment. Mayor Kennon proposed an interview process. Councilmember Stuart stated that the change required time for consideration. Councilmembers Robertson and Silvers prefer not to reopen the application process, but agreed with the general concept for interviews.
2. Discuss appointment of Police Chief. Mayor Kennon and Councilmembers spoke in support of appointing Trent Johnson, who is currently serving as Interim Police Chief.
3. Discuss request from The Wharf for sponsorship of Independence Day event. Mayor Kennon suggested the \$25,000 sponsorship level based on high attendance of the recent Christmas and New Years events. Council was supportive.
4. Resolution authorizing the purchase of Four Vehicles for the Police Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$180,800.66.
5. Resolution authorizing the purchase of Ammunition for the Police Department through State Bid from Precision Delta Corporation in the amount of \$31,844.65.
6. Resolution authorizing the purchase of Cardiac Monitors/Defibrillators for the Fire Department through the NPPGov Purchasing Cooperative from Zoll Medical Corporation in the amount of \$122,904.74.
7. Resolution authorizing the purchase of Two LUCAS Chest Compression Systems for the Fire Department through Sourcewell from Stryker Sales, LLC, in the amount of \$41,537.20.
8. Resolution authorizing the purchase of a Vehicle for the Fire Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$65,010.
9. Resolution authorizing the purchase of Three Utility Vehicles for the Sportsplex through Sourcewell from Parish Tractor Company, LLC, in the amount of \$48,886.98.
10. Resolution authorizing the surplus and trade-in of 24 Golf Carts owned by the City of Orange Beach and authorizing the purchase of 28 Golf Carts for the Golf Center through Omnia Partners Public Sector from Jerry Pate Turf & Irrigation, Inc., in the amount of \$150,544.18 after trade-in.
11. Resolution authorizing the execution of a supplemental task order with Thompson Engineering, Inc., for construction inspection and administration services for Canal Road Multi-Use Trail Connectivity Projects in an additional amount not to exceed \$69,883.

12. Resolution declaring certain personal property owned by the City of Orange Beach as surplus and unneeded and authorizing the Mayor and City Clerk to dispose of such property.
13. Resolution authorizing the execution of a license agreement with RaptorMed.com for medical records software for the Orange Beach Wildlife Center.
14. Resolution authorizing the execution of a service agreement with Motorola Solutions, Inc., for maintenance and support of Motorola software and equipment for the Police Department.
15. Resolution authorizing execution of Amendment No. 1 to the Cooperative Service Agreement with the U.S. Department of Agriculture to supplement nuisance wildlife control services.
16. Resolution authorizing execution of a task order with Lose of Tennessee, PLLC, to provide professional design services for the Orange Beach Aquatics Center Renovation Project in an amount not to exceed \$781,700.
17. Resolution authorizing execution of a performance contract with Sally Wyrick for water aerobics instruction at the Aquatics Center.
18. Resolution authorizing execution of a service agreement with Kone Inc. for elevator maintenance at the Coastal Resources Office.

Public Comments:

1. Ford Handley, City Administrator, spoke to Mayor and Council about the upcoming Expect Excellence Performing Arts production of Frozen. Staff has requested the rental of specialized equipment costing approximately \$20,000. After discussion, Council supported moving forward with the equipment rental.
2. Mayor Kennon introduced a request from the Garden Club requesting city support of their upcoming annual fundraiser. Proceeds benefit city programs. Council supported moving forward with approving the request.

There being no further business, the meeting adjourned.

Time: 5:47 P.M.

**APPROVED** this 10<sup>th</sup> day of February, 2026.

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Renee Eberly  
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING  
FEBRUARY 3, 2026**

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**Departments:** City Clerk

**Description of Topic:** Discuss School Board appointment. (TK)

**Background/Description:**

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

1. 2025.12.02 Orange Beach School Board Applicants

# Orange Beach City School Board Applicants

Application Deadline: November 21, 2025

17 applications received.

Bowling, Timothy

Brown, Taylor

Collins, Leanne

D'Aversa, Tina

Dale, Sue

Faulkner, Neeli

Hoffman, Kendall

Lewis, Stephen

Long, Ryan

Mitchell, Annette

Morris, Carrie

Mott, Angela

Neel, Jason

Proctor, Drew

Tindal, Clay

Wade, Ashley

Wilkins, Mallory

Per Resolution No. 22-053 establishing the Orange Beach City Board of Education, school board members shall be residents of the City of Orange Beach and shall not be members of the City Council.

Per Code of Alabama § 16-11-2 (1975), as amended, no person shall be eligible for election or appointment as a member of a city board of education unless he or she satisfies all of the following qualifications:

- (1) Is a person of good moral character.
- (2) Has obtained a high school diploma or its equivalent.
- (3) Is not employed by that city board of education.
- (4) Is not serving on the governing board of a private elementary or secondary educational institution.
- (5) Is not on the National Sex Offender Registry or the state sex offender registry.
- (6) Has not been convicted of a felony.



**REGULAR COMMITTEE OF THE WHOLE MEETING  
FEBRUARY 3, 2026**

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**Departments:** City Clerk

**Description of Topic:** Resolution awarding the annual bid for Roll-Off Container Services. (RE/TR)

**Background/Description:** Bid opening scheduled for February 5, 2026.

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

None



**REGULAR COMMITTEE OF THE WHOLE MEETING  
FEBRUARY 3, 2026**

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**Departments:** City Clerk

**Description of Topic:** Resolution awarding the annual bid for Dumpster Services.  
(RE/TR)

**Background/Description:** Bid opening scheduled for February 5, 2026.

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

None



**REGULAR COMMITTEE OF THE WHOLE MEETING  
FEBRUARY 3, 2026**

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**Departments:** City Clerk

**Description of Topic:** Resolution awarding the bid for Three UTVs for the Fire Department. (JS/TR)

**Background/Description:** Bid opening scheduled for February 5, 2026.

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

None



**REGULAR COMMITTEE OF THE WHOLE MEETING  
FEBRUARY 3, 2026**

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**Departments:** City Clerk

**Description of Topic:** Resolution awarding the bid for a Flashover Simulator for the Fire Department. (JS/TR)

**Background/Description:** Bid opening scheduled for February 5, 2026.

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

None



**REGULAR COMMITTEE OF THE WHOLE MEETING  
FEBRUARY 3, 2026**

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**Departments:** City Clerk

**Description of Topic:** Resolution amending the rental agreement and fee schedule for the Orange Beach Senior Center located at 26251 Canal Road. (NA/JL)

**Background/Description:**

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

1. 02-10-26 26-xxx Amend Rental Agreement Fee Schedule Senior Center
2. Senior Center Rental Agreement

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AMENDING THE  
RENTAL AGREEMENT AND FEE SCHEDULE FOR  
THE ORANGE BEACH SENIOR CENTER  
LOCATED AT 26251 CANAL ROAD**

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FINDINGS:

1. The City currently owns and operates the Orange Beach Senior Center located at 26251 Canal Road, Orange Beach, Alabama 36561.
2. The City allows individuals and groups to rent the Senior Center for various events including, but not limited to, birthday parties, craft demonstrations, receptions, etc.
3. On October 2, 2007, the Orange Beach City Council adopted Resolution No. 07-181 establishing facility use fees for the Adult Activity Center, now known as the Senior Center.
4. The Rental Agreement, Policies and Procedures, and Fee Schedule under which the Senior Center currently operates requires revision to bring them up to date with current legal and financial advice.
5. The Council has determined that it is in the best interest of the City and its residents to adopt the amended rental agreement and fee schedule (attached Exhibit A) for the Orange Beach Senior Center.

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

1. That the City of Orange Beach will have priority use of the Orange Beach Senior Center. The facility may be rented to individuals or groups when available. The Senior Center Coordinator is authorized to issue and enforce such rules, regulations, policies and procedures as is deemed necessary for the proper and efficient operation of the facility in accordance with all applicable state laws, municipal ordinances and policies set out by the Mayor;
2. That the Mayor is hereby authorized to grant exceptions to the Fee Schedule for local civic and community groups and organizations, as well as professional organizations and groups of which City Departments/Employees are members in their professional capacity. These exceptions shall only be granted when appropriate and in furtherance of a public purpose and benefit as determined by the Mayor under authority of the City Council.
3. That the attached Rental Agreement and Schedule of Fees are hereby adopted for the operation of the Orange Beach Senior Center; and
4. That this resolution shall become effective immediately upon adoption.

ADOPTED THIS 10<sup>th</sup> DAY OF FEBRUARY, 2026.

\_\_\_\_\_  
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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on February 10, 2026.

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

**RENTAL AGREEMENT  
ORANGE BEACH SENIOR CENTER**

This agreement is entered into between the City of Orange Beach and \_\_\_\_\_, hereinafter referred to as Tenant. The City of Orange Beach (hereinafter referred to as "COB" or "the City") and the Orange Beach Senior Center (hereinafter referred to as "OBSC") may be used interchangeably throughout this document. It is understood that the City of Orange Beach is the legal entity owning and controlling the Orange Beach Senior Center. The parties hereby agree that the City shall allow the tenant to rent the Orange Beach Senior Center (OBSC) on the dates and times specified below in an amount as set out on the attached rate/fee schedule approved by the City Council of the City of Orange Beach, AL. The parties agree to be bound by the terms set out herein pursuant to Resolution 26-\_\_ of the City of Orange Beach. All parties have read, understand and agree to all terms as stated. This agreement is the full agreement of the parties and any modifications hereto must be set out in writing and signed by the parties.

Date(s) authorized: \_\_\_\_\_ Rental Start Date/Time: \_\_\_\_\_ 3. Event Name: \_\_\_\_\_  
Event Date (s)/Time: \_\_\_\_\_ Type of Event: \_\_\_\_\_  
Rental End Date/Time: \_\_\_\_\_ Open to Public? \_\_\_\_\_

Tenant/Organization Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Legal Name of Organization: \_\_\_\_\_  
Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Person to Contact/authorized representative: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Approximate number of persons expected (Adults & Minors): \_\_\_\_\_  
(Maximum Capacity- 135 people)

Will there be any alcohol on the premises during the event? \_\_\_\_\_

Total Fee: \_\_\_\_\_ Deposit: \_\_\_\_\_

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

Fees due: \$ \_\_\_\_\_ Date due: \_\_\_\_\_

SCHEDULE OF FEES

The following schedule of fees for rental of the Orange Beach Senior Center is adopted by the City Council.

**Facility Pricing**

<b>Rental Day(s)</b>	<b>Resident Cost</b>	<b>Non-Resident Cost</b>	<b>Use this box to indicate the day(s) you'd like to rent the OBSC</b>
Friday (after 4pm)	\$150	\$300	
Saturday or Sunday (full day)	\$300	\$600	
Saturday <u>and</u> Sunday	\$500	\$1100	
Monday – Thursday (after 4pm)	\$40	\$60	

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

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

-Full-Time City Employees shall receive a 50% reduction in the Resident Cost to rent the OBSC.

**Additional Rental/Usage Pricing**

<b>Item Description</b>	<b>Cost</b>	<b>(Check item(s) to include in your rental)</b>
AV Equipment: Projector/Speaker Use	\$20.00	
Auxiliary Room	\$100.00	

**Deposit Amount and Terms:**

- Tenant shall provide a credit card to be held on file or a check in the amount of \$200. In the event of facility damages or additional cleaning charges incurred, the amount of actual cost to remedy damages/clean will be charged to the card on file or billed to the Tenant. The deposit will be refunded pending approval of the condition of the facility by the OBSC Coordinator following the rental term.
- Credit Card and/or Deposit is due upon execution of the Rental Agreement

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## SENIOR CENTER RENTAL POLICIES

The following Rules and Regulations are established for the use of the Orange Beach Senior Center.

### GENERAL

1. Capacity: The maximum capacity of any event held at the OBSC is 135 persons.
2. Event Times: No events shall take place during the hours of 12:00AM to 5:00AM.
3. Facility Rental Times: Facility Rental Times may vary by event and shall be as agreed upon between the parties and approved by the OBSC Director as indicated within the fully executed Rental Agreement

Rentals Monday – Thursday after 4pm shall only be allowed for recurring organizational meetings requiring minimal setup/cleanup and require a minimum 6 meetings per year prepaid at the time of reservation.

### ALCOHOL

4. If alcohol is served and there are more than 100 people in attendance, it is the tenant's responsibility to contact the Orange Beach Police Department for Security Personnel. If alcohol is to be served, it must be served in accordance with Alabama Law. Alcohol Sales are not allowed.

### EVENT ENTERTAINMENT

5. Events: Bookings are within the sole discretion of the OBSC and staff reserves the right to restrict bookings not scheduled in the interest of the City. All events of public nature must be appropriate for all ages.

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

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

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

### STATE AND LOCAL LAWS

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

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

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

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

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

## **UTILITIES AND EQUIPMENT**

14. General Building Services: Services included in the basic rental without additional charges are: General room lighting, heating/air conditioning during event hours and wi-fi. Services that will be subject to charges: room change overs, shipping/drayage services and other services as available.

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

16. Audio/Visual Equipment: To accommodate tenant and to simplify events, OBSC has a selection of basic audio visual equipment on site to rent. Equipment rates are outlined on a separate rate schedule. There is no restriction placed upon the tenant bringing in its own equipment to the event or meeting as long as the setup/installation is reviewed and approved by authorized OBSC personnel.

## **CLEANING, DAMAGE, AND DÉCOR**

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

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

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

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

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

22. Rigging/Hanging of Lights, Sound, etc.: No one shall rig/hang anything from the ceiling without the expressed permission of the Event Facilities Coordinator. This includes but is not limited to equipment such as projectors, screens, LED screens, and banners. No fixed items of the OBSC will be moved to accommodate rigging or hanging needs.

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

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

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

## SAFETY

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

27. Vehicles: Vehicles not are permitted in the facility only as part of display. This includes ATV's, golf carts, mules, etc. Any public demonstration or exhibition on the property involving a mechanized or motorized part powered by either propellant or electrical system may not be operated without prior approval of OBSC staff.

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

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

29. Emergency Procedures: The OBSC is equipped with alarm systems and illuminated exit signs. In the event of an emergency, the tenant shall immediately evacuate the building and notify emergency services and OBSC personnel on call at \_\_\_\_\_.

30. Insurance: Commercial Event Tenants are required to secure and retain throughout the term of the Rental Agreement event insurance with coverage satisfactory to meet the City of Orange Beach standard insurance requirements, which generally includes \$1,000,000.00 in Comprehensive General Liability coverage.

31. Security: The security profile will be determined by the OBSC staff in conjunction with the tenant and the Orange Beach Police Department. It is the responsibility of the tenant to disclose estimated attendance figures, activities, entertainment and all other pertinent information needed to determine security measures. The use of alcohol, profile of attendees, history of event, duration of event, type of entertainment and space utilized will be taken into account to deem the necessary security personnel which must be hired at the sole expense of the tenant. In all cases, the City of Orange Beach reserves the right to determine the appropriate amount of

security and fire marshal protection during all events held at the OBSC. Should the Tenant fail to disclose accurate event statistics, such as attendance figures, the OBSC has the right to prevent attendees from continuing to enter the facility during the event. Weddings, parties and social events serving alcohol and having 100 attendees or more must hire Orange Beach Police Officers

### **PAYMENT, CANCELLATION, ETC.**

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

**33. Overtime:** Events that run beyond the scheduled agreed upon running time as it appears on the event rental agreement may result in the waiver of the rental deposit. All events must conclude by 12:00AM.

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

**35. Cancellation:** Any and all cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees. Notice of Cancellation and/or Date Change must be given to the Senior Center Coordinator not less than 30 days prior to the event. Fee refunds will be made by check. No fee refunds will be given for cancellations made within 30 days of the event. The OBSC and/or City of Orange Beach reserve the right to delay, postpone or cancel the rental agreement or event conducted at the OBSC when said cancellation is in best interest of the City of Orange Beach and promotes a public purpose including but not limited to events which create scheduling conflicts for City sponsored events. In the event that the rental agreement is cancelled under this clause, the lessee shall be entitled to a full refund of all monies paid. The City of Orange Beach shall not be liable for any damages in connection with cancellations under this clause and tenant expressly waives same and will indemnify and hold harmless the City of Orange Beach for any claims arising hereunder.

### **LEGAL**

**36. Force Majeure:** LOSS OF USE OF FACILITY. Should the OBSC or any part thereof be destroyed or damaged by fire or by any other cause, or if any other casualty, riot or civil disturbance, strike or act of God, floods, epidemics, quarantine restrictions, terrorist acts from a foreign or domestic source, failure of public utilities, exercise of the police power or a proclaimed state of emergency, or any other unforeseen occurrences shall render the fulfillment of a scheduled event impracticable as determined by the Mayor or City Council, the parties shall not in any way be liable or responsible to one another for any damage or loss caused thereby. If because of any occurrences listed above or any other such unforeseeable occurrence causes an event in progress to be cancelled or terminated, the parties shall not be liable or responsible for any damage or loss caused thereby. The OBSC and/or City of Orange Beach reserve the right to delay, postpone or cancel the rental agreement or event conducted at the OBSC In the event that the rental agreement is cancelled under this clause, the lessee shall be entitled to a full refund of all monies paid. The City of Orange Beach shall not be liable for any damages in connection with cancellations under this clause and tenant expressly waives same and will indemnify and hold harmless the City of Orange Beach for any claims arising hereunder.

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

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

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

**40. Indemnification & Hold Harmless:** In consideration of the permission granted to me by the City of Orange Beach to use the Orange Beach Senior Center, I hereby indemnify and hold harmless the City of Orange Beach, its agents, servants and employees

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

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

Tenant Name (Printed) \_\_\_\_\_

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

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

DRAFT



**REGULAR COMMITTEE OF THE WHOLE MEETING  
FEBRUARY 3, 2026**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the purchase of a Vehicle for the Fire Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$58,999. (JS/BN)

**Background/Description:**

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

1. 02-10-26 26-xxx Authorize Purchase Vehicle Fire State Bid
2. 2025.11.20 Quote - Fire - Stivers Ford Lincoln 2026 Ford F150 Pickup Truck

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING THE PURCHASE OF  
A VEHICLE FOR THE FIRE DEPARTMENT  
THROUGH STATE BID FROM STIVERS FORD LINCOLN, INC.  
IN THE AMOUNT OF \$58,999**

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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 One (1) Vehicle for the Fire Department from Stivers Ford Lincoln, Inc., through Alabama State Bid in the amount of \$58,999.00;
2. That the Mayor is hereby authorized to approve payment to Stivers Ford Lincoln, Inc., in the amount of \$58,999.00 for One (1) 2026 Ford F-150 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 10<sup>th</sup> DAY OF FEBRUARY, 2026.

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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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on February 10, 2026.

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City Clerk

**2026 FORD F150 SUPERCREW 4x4 PICKUP -- STATE CONTRACT T191**

**CONTRACT NUMBER:** MA220000003128-15

**CONTRACT AMOUNT:** \$42,049

**INCLUDES:** 2.7L EcoBoost V6 Engine, 10-Spd Auto, 4x4, 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**

<b>W2L 200A STX Equipment Group: 20" Dark Gray Machined Aluminum Wheels, 275/60/20 BSW All Terrain Tires, Rear Privacy Glass, Black &amp; Dark Gray Grill, LED Fog Lamps w/ LED Cornering Lamp, STX Box Side Decal, Front/Rear Body-Color Bumpers, Electronic Rear Window Defroster , Color-Coordinated Carpet Mats</b>	\$ 3,663	<input checked="" type="checkbox"/>
DB Seats Unique Sport Cloth 40/Console/40 - Black	NC	<input checked="" type="checkbox"/>
99P 2.7L V6 EcoBoost Engine w/ 3.55 Regular Ratio Axle	NC	<input checked="" type="checkbox"/>
XL9 3.55 Electronic Locking Axle	\$ 470	<input type="checkbox"/>
995 5.0L V8 Engine w/ 3.31 Regular Ratio Axle - <b>5.0L OPTION REQUIRES PURCHASE OF 19S LOBO PACKAGE</b>	\$ 2,340	<input type="checkbox"/>
XL3 3.31 Electronic Locking Axle	\$ 420	<input type="checkbox"/>
XL6 3.73 Electronic Locking Axle	\$ 570	<input type="checkbox"/>
19S F150 LOBO Package - Optional on STX 200A, 22" Aluminum Wheels, 3.73 Ratio Axle, Dual Exhaust w/ Black Tips, Lower Body Ground Effects Painted Grille, Ride Height Lowered Shocks, Signature Lighting, Two-Speed Automatic 4WD w/ Neutral Towing Capability	\$ 4,695	<input type="checkbox"/>

<b>W2L 201A STX FX4 Equipment Group: 18" Black Aluminum, LT265/70R18C A/T Tires, E-Locking Rear Axle, Skid Plates, Off-Road Tunes Front Shock Absorbers, Monotube Rear Shocks, Hill Descent Control, 6" Black Running Boards, Dual Exhaust w/ Black Tips.</b>	\$ 5,843	<input type="checkbox"/>
8B Seats Unique Cloth 40/Console/40 - Black/Bronze (Only Choice for STX 201A)	NC	<input type="checkbox"/>
99P 2.7L V6 EcoBoost Engine w/ 3.55 Regular Ratio Axle	NC	<input type="checkbox"/>
XL9 3.55 Electronic Locking Axle	\$ 470	<input type="checkbox"/>

<b>55A FX4 Off-Road Package for 301A:</b>	\$ 1,320	<input type="checkbox"/>
3.55 E-Locking Axle w/ 2.7L EcoBoost Engine, 3.31 E-Locking Axle w/ 5.0L V8 Engine or 3.5L EcoBoost Engine, Hill Descent Control, FX4 Off-Road Bodyside Decal, Off-Road Tuned Front Shock Absorbers, Monotube Rear Shocks, Rock Crawl Mode, & Skid Plates		
<b>T8C LT265/70R18C BSW All Terrain Tires REQUIRES SELECTING 55A FX4 PACKAGE</b>	\$ 295	<input type="checkbox"/>

**EXTERIOR COLOR OPTIONS:**

YZ Oxford White	<input checked="" type="checkbox"/>	HX Anitmatter Blue (\$395)	<input type="checkbox"/>
UM Agate Black	<input type="checkbox"/>	B3 Argon Blue (\$395)	<input type="checkbox"/>
JS Iconic Silver	<input type="checkbox"/>	E4 Vermillion Red (\$660)	<input type="checkbox"/>

**OPTIONS:**

<b>18B Black Platform Running Boards</b>	\$ 250	<input type="checkbox"/>
<b>ST: SLICKTOP HANDHELD PACKAGE - Front and Rear ILS Visor/ Rear Glass Lightbars RED/WHITE</b>	\$ 2,995	<input checked="" type="checkbox"/>
Configra With Flood/Alley and Signalmaster Capability		
Pathway 100Watt Handheld Controller ( Non Compatible with OBD Integration)		
100W Siren Speaker		
<b>SL1 BASE LIGHTING PACKAGE ( 10 ) TOTAL ELEMENTS INSTALLED</b>	\$ 1,918	<input checked="" type="checkbox"/>
Head & Tail Lamps 4 RED/WHITE Corner LEDs		
Front Grille 2 RED/WHITE 6 Head LEDs		
Tag 2 RED/WHITE 6 Head LEDs		
Rear Side Doors 2 RED/WHITE 12 Head LEDs		
T7C LT265/70R17C All Terrain Tires	\$ 495	<input type="checkbox"/>
67T Trailer Brake Controller - w/ 2.7L EcoBoost Only	\$ 275	<input type="checkbox"/>
53T Tow Haul Package - Requires 3.5L EcoBoost or 5.0L V8 Engine - Includes Trailer Brake Controller	\$ 1,010	<input type="checkbox"/>
63T Tailgate Step	\$ 445	<input type="checkbox"/>
924 Privacy Glass	\$ 100	<input checked="" type="checkbox"/>

85H Back-up Alarm	\$	230	<input type="checkbox"/>
91P Power 8-Way Driver Seat - N/A w/ Code AS Vinyl 40/20/40	\$	350	<input type="checkbox"/>
KEY 2 Extra Keys	\$	600	<input type="checkbox"/>
PI2 Power Invertor	\$	465	<input checked="" type="checkbox"/>
50M Mobile Office Package - For STX Trim Level	\$	535	<input type="checkbox"/>
50M Mobile Office Package - For XLT 301A Trim Level	\$	1,270	<input type="checkbox"/>

**STIVERS OPTIONS:**

LED 4 Corner LED Strobe Lights	\$	699	<input type="checkbox"/>
WT1 All Weather Rubber Mats	\$	199	<input type="checkbox"/>
TB1 Tool Box - Standard (15")	\$	549	<input type="checkbox"/>
TB2 Tool Box - Deep Well (18")	\$	649	<input type="checkbox"/>
BL6 Bed Liner - Drop In (5-1/2")	\$	315	<input type="checkbox"/>
BL6 Bed Liner - Drop In (6-1/2')	\$	345	<input type="checkbox"/>
SL1 Spray-in Bed Liner (5-1/2" bed)	\$	625	<input checked="" type="checkbox"/>
SL2 Spray-in Bed Liner (6-1/2' bed)	\$	675	<input type="checkbox"/>
DD1 Decker Dual Sliding Drawers	\$	1,910	<input checked="" type="checkbox"/>
TN2 Tonneau Cover - Retractable	\$	1,935	<input checked="" type="checkbox"/>
TN3 Tonneau Cover - Tri Fold	\$	1,295	<input type="checkbox"/>
CAM Camper Shell		Request	<input type="checkbox"/>
BS Bed Slide	\$	1,595	<input type="checkbox"/>
BG Brush Guard w/ Wraps over Headlamps and Winch	\$	2,949	<input checked="" type="checkbox"/>
MX1 Liftgate - Maxon		Request	<input type="checkbox"/>

**DELIVERY: State Contract Provisions for \$2.00 / mile one-way** \$ 390

Delivery Address: 25855 John Snook Dr. Orange Beach, AL 36561

**TOTAL VEHICLE ( Required ) \$ 58,999.00**

Customer: CITY OF ORANGE BEACH - FD  
 Contact: BRUCE NELSON OP CHIEF  
 Phone: 251.504.3803  
 Email: [BNELSON@ORANGEBEACHAL.GOV](mailto:BNELSON@ORANGEBEACHAL.GOV)

**STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY**

SIGNATURE: ( Required ) \_\_\_\_\_

DATE ( Required ): \_\_\_\_\_

PURCHASE ORDER NUMBER: ( Required )

QUANTITY



**REGULAR COMMITTEE OF THE WHOLE MEETING  
FEBRUARY 3, 2026**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the sole source purchase of Diffuser Sleeves from Parkson Corporation for the Utilities Department in the amount of \$37,896. (RS)

**Background/Description:**

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

1. 02-10-26 26-xxx Authorize Purchase Utilities Diffuser Sleeves Sole Source
2. 2026.01.15 Quote - Sewer - Parkson Corporation Diffuser Sleeves

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING THE SOLE SOURCE PURCHASE OF  
DIFFUSERS SLEEVES FROM PARKSON CORPORATION  
FOR THE UTILITIES DEPARTMENT  
IN THE AMOUNT OF \$37,896**

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FINDINGS:

1. The City of Orange Beach Utilities Department requires the replacement of diffuser sleeves at the Orange Beach Wastewater Treatment Plant.
2. Original aeration and clarifying equipment for the Wastewater Treatment Plant was bid during the Wastewater Treatment Plant Expansion. The bid was awarded to Schreiber LLC by City Council through Resolution No. 08-130 on August 5, 2008.
3. Air diffusers are a key component of the wastewater treatment system and are considered vital in maintaining compliance with Alabama Department of Environmental Management (ADEM) permit requirements.
4. The diffusers are specifically manufactured for the equipment, which is different from other manufacturers. Schreiber LLC was acquired by Parkson Corporation in 2021.
5. The City Attorney has advised that to qualify as a sole source under Alabama's bid laws, the goods or service offered must be unique; the uniqueness must be substantially related to the intended purpose, use and performance of the product; and there must be a showing that other, similar goods or services cannot perform the desired objectives.
6. Based on the foregoing, the Council finds that no other vendor offers substantially equivalent equipment that can accomplish the purpose of replacing the air diffusers at the Orange Beach Wastewater Treatment Plant, and that the need for replacements that are custom manufactured to fit the existing proprietary design is critical to public health and safety.
7. Council concludes that the Department has met its burden of proof under the bid law to demonstrate that Parkson Corporation is the sole supplier of air diffusers meeting the Department's specifications and that the Department has acted in good faith in seeking alternate suppliers.

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 sole source purchase of diffuser sleeves from Parkson Corporation in the amount of \$37,896.00;
2. That the Mayor is hereby authorized to approve payment to Schreiber LLC in the amount of \$37,896.00 for Schreiberflex diffuser sleeves and associated equipment;
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 immediately upon its adoption.

ADOPTED THIS 10<sup>th</sup> DAY OF FEBRUARY, 2026.

---

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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on February 10, 2026.

---

City Clerk

# Aftermarket

**Quote Number 00042640**  
**Danny Bodine**  
**Orange Beach, AL**  
**Phone: (251) 543-6706**  
**Email: dbodine@orangebeachal.gov**

**Date Issued: 2026-01-15**  
**Expiration Date: 2026-03-31**

Thank you for your inquiry for Parkson Aftermarket parts. Below is the quote for the items requested. You may accept this quotation as your order by completing the fields and submitting or download as a PDF for processing through your purchasing team. If this is your first order in a while, please provide the billing and shipping info below. Please consider this email plus the link below to our Terms & Conditions to be the complete quotation.

**Project Number 893**

Please verify this project (serial) number is accurate for this order.

Item Number	Product	Quantity	Price	Total Price
11402004	Sleeves, SchreiberFlex For GR Tank.	816	\$39.00	\$31,824.00
92100013	Clamp, 7mm For GR Tank.	1662	\$2.00	\$3,324.00
41000000	Diffuser, Bushing For GR Tank.	816	\$3.00	\$2,448.00
0900000-	x- Freight	1	\$300.00	\$300.00

**Please include a copy of your Tax-Exempt Certificate if the order is Not Taxable.**

**USD Total                    \$37,896.00**

**Note: Items may ship from different warehouses, unless specified as "Ship Complete" in your order.**



**REGULAR COMMITTEE OF THE WHOLE MEETING  
FEBRUARY 3, 2026**

---

**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the purchase of a Vehicle for the Sportsplex thorough State Bid from Stivers Ford Lincoln, Inc., in the amount of \$48,724. (NA/SS)

**Background/Description:**

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

1. 02-10-26 26-xxx Authorize Purchase Vehicle Sportsplex State Bid
2. 2025.09.29 Quote - Parks Sportsplex - Stivers Ford Lincoln 2026 Ford F150

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING THE PURCHASE OF  
A VEHICLE FOR THE SPORTSPLEX  
THROUGH STATE BID FROM STIVERS FORD LINCOLN, INC.  
IN THE AMOUNT OF \$48,724**

---

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 One (1) Vehicle for the Sportsplex from Stivers Ford Lincoln, Inc., through Alabama State Bid in the amount of \$48,724.00;
2. That the Mayor is hereby authorized to approve payment to Stivers Ford Lincoln, Inc., in the amount of \$48,724.00 for One (1) 2026 Ford F-150 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 10<sup>th</sup> DAY OF FEBRUARY, 2026.

---

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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on February 10, 2026.

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City Clerk

2026 FORD F150 SUPERCREW 4x4 PICKUP -- STATE CONTRACT T191

CONTRACT NUMBER: MA220000003128-15

CONTRACT AMOUNT: \$42,049

**INCLUDES:** 2.7L EcoBoost V6 Engine, 10-Spd Auto, 4x4, 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

**W1L 101A XL Equipment Group (Base Equipment Group on Contract)** NC   
 AS Seats Vinyl 40/ 20 /40 - Medium Dark Slate Gray NC   
 CS Seats Cloth 40/ 20 /40 - Medium Dark Slate Gray NC

**W1L 103A XL Equipment Group: 17" Silver Aluminum Wheels, Chrome Bumpers, & Fog Lamps** \$ 1,195   
 AS Seats Vinyl 40/ 20 /40 - Medium Dark Slate Gray NC   
 CS Seats Cloth 40/ 20 /40 - Medium Dark Slate Gray NC

**W1L 101A & 103A DRIVE TRAIN OPTIONS**

99P 2.7L V6 EcoBoost Engine w/ 3.55 Regular Ratio Axle NC   
 XL9 3.55 Electronic Locking Axle \$ 470   
 998 3.5L V6 EcoBoost Engine w/ 3.31 Regular Ratio Axle \$ 2,220   
 XL3 3.31 Electronic Locking Axle \$ 420   
 995 5.0L V8 Engine w/ 3.31 Regular Ratio Axle \$ 2,340   
 XL3 3.31 Electronic Locking Axle \$ 420   
 XL6 3.73 Electronic Locking Axle \$ 570

**W1F 104A XL HYBRID Equipment Group: Equipped w/ 99D 3.5L Hybrid V6 Engine & HEV 10-Speed Auto Transmission** \$ 4,755   
 17" Silver Aluminum Wheels, Chrome Bumpers, & Fog Lamps, Auto Temp Control, & 8-Way Power Drivers Seat.  
 US Seats Cloth 40/Console/40 - Medium Dark Slate Gray NC

**W2L 200A STX Equipment Group: 20" Dark Gray Machined Aluminum Wheels, 275/60/20 BSW All Terrain Tires,** \$ 3,663   
**Rear Privacy Glass, Black & Dark Gray Grill, LED Fog Lamps w/ LED Cornering Lamp, STX Box Side Decal, Front/Rear Body-Color Bumpers, Electronic Rear Window Defroster, Color-Coordinated Carpet Mats**  
 DB Seats Unique Sport Cloth 40/Console/40 - Black NC   
 99P 2.7L V6 EcoBoost Engine w/ 3.55 Regular Ratio Axle NC   
 XL9 3.55 Electronic Locking Axle \$ 470   
 995 5.0L V8 Engine w/ 3.31 Regular Ratio Axle - 5.0L OPTION REQUIRES PURCHASE OF 19S LOBO PACKAGE \$ 2,340   
 XL3 3.31 Electronic Locking Axle \$ 420   
 XL6 3.73 Electronic Locking Axle \$ 570

19S F150 LOBO Package - Optional on STX 200A, 22" Aluminum Wheels, 3.73 Ratio Axle, Dual Exhaust w/ Black Tips, Lower Body Ground Effects \$ 4,695   
 Painted Grille, Ride Height Lowered Shocks, Signature Lighting, Two-Speed Automatic 4WD w/ Neutral Towing Capability

**W2L 201A STX FX4 Equipment Group: 18" Black Aluminum, LT265/70R18C A/T Tires, E-Locking Rear Axle, Skid Plates,** \$ 5,843   
**Off-Road Tunes Front Shock Absorbers, Monotube Rear Shocks, Hill Descent Control, 6" Black Running Boards, Dual Exhaust w/ Black Tips.**  
 8B Seats Unique Cloth 40/Console/40 - Black/Bronze (Only Choice for STX 201A) NC   
 99P 2.7L V6 EcoBoost Engine w/ 3.55 Regular Ratio Axle NC   
 XL9 3.55 Electronic Locking Axle \$ 470

<b>W3L 300A XLT Equipment Group: Front &amp; Rear Bumper Body Color, Door &amp; Tailgate Handles Black, LED Fog Lamps, Electronic Rear Window Defroster, 275/65R18 BSW A/T w/ 18" Painted Aluminum Wheels, 12" Cluster Display</b>	\$ 4,483	<input type="checkbox"/>
CS Seats Cloth 40/ 20 /40 - Medium Dark Slate Gray	NC	<input type="checkbox"/>
99P 2.7L V6 EcoBoost Engine w/ 3.55 Regular Ratio Axle	NC	<input type="checkbox"/>
XL9 3.55 Electronic Locking Axle	\$ 470	<input type="checkbox"/>
998 3.5L V6 EcoBoost Engine w/ 3.31 Regular Ratio Axle	\$ 2,220	<input type="checkbox"/>
XL3 3.31 Electronic Locking Axle	\$ 420	<input type="checkbox"/>
995 5.0L V8 Engine w/ 3.31 Regular Ratio Axle	\$ 2,340	<input type="checkbox"/>
XL3 3.31 Electronic Locking Axle	\$ 420	<input type="checkbox"/>
XL6 3.73 Electronic Locking Axle	\$ 570	<input type="checkbox"/>
<b>W3L 301A XLT Equipment Group: 300A plus 8-Way Power Driver's Seat w/ Power Lumbar, Wrapped Steering Wheel, Dual Zone Electronic Automatic Temperature Control, 18" Painted Aluminum Wheels,</b>	\$ 4,905	<input type="checkbox"/>
MS Seats Cloth 40/ 20 /40 - Medium Dark Slate Gray	NC	<input type="checkbox"/>
US Seats Cloth 40/Console/40 - Medium Dark Slate Gray <i>REQUIRES ORDERING 50M MOBILE OFFICE PACKAGE</i>	NC	<input type="checkbox"/>
7B Seats Cloth 40/Console/40 - Black <i>REQUIRES ORDERING 50M MOBILE OFFICE PACKAGE</i>	NC	<input type="checkbox"/>
FB Seats Sport Cloth 40/Console/40 - Black <i>REQUIRES 193 BLACK APP PKG</i>	NC	<input type="checkbox"/>
99P 2.7L V6 EcoBoost Engine w/ 3.55 Regular Ratio Axle	NC	<input type="checkbox"/>
XL9 3.55 Electronic Locking Axle <i>NO CHARGE WHEN SELECTING 55A FX4 PACKAGE</i>	\$ 470	<input type="checkbox"/>
998 3.5L V6 EcoBoost Engine w/ 3.31 Regular Ratio Axle	\$ 2,220	<input type="checkbox"/>
XL3 3.31 Electronic Locking Axle <i>NO CHARGE WHEN SELECTING 55A FX4 PACKAGE</i>	\$ 420	<input type="checkbox"/>
995 5.0L V8 Engine w/ 3.31 Regular Ratio Axle	\$ 2,340	<input type="checkbox"/>
XL3 3.31 Electronic Locking Axle <i>NO CHARGE WHEN SELECTING 55A FX4 PACKAGE</i>	\$ 420	<input type="checkbox"/>
XL6 3.73 Electronic Locking Axle	\$ 570	<input type="checkbox"/>
<b>193 XLT Black Appearance Package Option for 301A:</b>	\$ 920	<input type="checkbox"/>
18" Gloss Black Wheels, 6" Black Running Boards, Body-Color Front & Rear Bumpers, Body-Color Door Handles, Black Exterior Badging, Floor Shifter, Black Grill, & Dark Interior Appliques		
<b>86B XLT Chrome Appearance Package for 301A:</b>	\$ 1,620	<input type="checkbox"/>
20" Chrome-Like PVD Wheels, 275/60R20 A/T Tires, 6" Angular Bright Anodized Step Bars, Chrome Door Handles, Chrome Single Tip Exhaust & Black Painted Mesh Grill w/ Chrome Center Bar.		
<b>55A FX4 Off-Road Package for 301A:</b>	\$ 1,320	<input type="checkbox"/>
3.55 E-Locking Axle w/ 2.7L EcoBoost Engine, 3.31 E-Locking Axle w/ 5.0L V8 Engine or 3.5L EcoBoost Engine, Hill Descent Control, FX4 Off-Road Bodyside Decal, Off-Road Tuned Front Shock Absorbers, Monotube Rear Shocks, Rock Crawl Mode, & Skid Plates		
<b>T8C LT265/70R18C BSW All Terrain Tires <i>REQUIRES SELECTING 55A FX4 PACKAGE</i></b>	\$ 295	<input type="checkbox"/>

**EXTERIOR COLOR OPTIONS:**

YZ Oxford White	<input checked="" type="checkbox"/>	HX Anitmatter Blue (\$395)	<input type="checkbox"/>
UM Agate Black	<input type="checkbox"/>	B3 Argon Blue (\$395)	<input type="checkbox"/>
JS Iconic Silver	<input type="checkbox"/>	E4 Vermillion Red (\$660)	<input type="checkbox"/>
M7 Carbonized Gray	<input type="checkbox"/>	E4 Ruby Red (\$495)	<input type="checkbox"/>

STX & XLT

157 Option to 157" Wheelbase - 6.5" Bed w/ 5.0L Engine, No Additional Cost in Engine Selection	\$ 2,656	<input checked="" type="checkbox"/>
157 Option to 157" Wheelbase - 6.5" Bed w/ 3.5L EcoBoost Engine, No Additional Cost in Engine Selection	\$ 2,536	<input type="checkbox"/>

**OPTIONS:**

18B Black Platform Running Boards	\$ 250	<input checked="" type="checkbox"/>
T7C LT265/70R17C All Terrain Tires	\$ 495	<input type="checkbox"/>
67T Trailer Brake Controller - w/ 2.7L EcoBoost Only	\$ 275	<input type="checkbox"/>
53T Tow Haul Package - Requires 3.5L EcoBoost or 5.0L V8 Engine - Includes Trailer Brake Controller	\$ 1,010	<input checked="" type="checkbox"/>
63T Tailgate Step	\$ 445	<input type="checkbox"/>
924 Privacy Glass	\$ 100	<input checked="" type="checkbox"/>
85H Back-up Alarm	\$ 230	<input type="checkbox"/>
91P Power 8-Way Driver Seat - N/A w/ Code AS Vinyl 40/20/40	\$ 350	<input checked="" type="checkbox"/>
KEY 2 Extra Keys	\$ 600	<input type="checkbox"/>
PI2 Power Invertor	\$ 465	<input checked="" type="checkbox"/>
50M Mobile Office Package - For STX Trim Level	\$ 535	<input type="checkbox"/>
50M Mobile Office Package - For XLT 301A Trim Level	\$ 1,270	<input type="checkbox"/>

**STIVERS OPTIONS:**

LED 4 Corner LED Strobe Lights	\$ 699	<input type="checkbox"/>
WT1 All Weather Rubber Mats	\$ 199	<input checked="" type="checkbox"/>
TB1 Tool Box - Standard (15")	\$ 549	<input type="checkbox"/>
TB2 Tool Box - Deep Well (18")	\$ 649	<input type="checkbox"/>
BL6 Bed Liner - Drop In (5-1/2")	\$ 315	<input type="checkbox"/>
BL6 Bed Liner - Drop In (6-1/2")	\$ 345	<input type="checkbox"/>
SL1 Spray-in Bed Liner (5-1/2" bed)	\$ 625	<input type="checkbox"/>
SL2 Spray-in Bed Liner (6-1/2' bed)	\$ 675	<input checked="" type="checkbox"/>
DD1 Decked Dual Sliding Drawers	\$ 1,910	<input type="checkbox"/>
TN2 Tonneau Cover - Retractable	\$ 1,935	<input type="checkbox"/>
TN3 Tonneau Cover - Tri Fold	\$ 1,295	<input type="checkbox"/>
CAM Camper Shell	Request	<input type="checkbox"/>
BS Bed Slide	\$ 1,595	<input type="checkbox"/>
BG Brush Guard w/ Wraps over Headlamps and Winch	\$ 2,949	<input type="checkbox"/>
MX1 Liftgate - Maxon	Request	<input type="checkbox"/>

**DELIVERY: State Contract Provisions for \$2.00 / mile one-way** 200 MILES \$ 400.<sup>00</sup>

Delivery Address: 4389 William Silvers Parkway, Orange Beach, AL 36561

**TOTAL VEHICLE ( Required )** 48,724.<sup>00</sup>

Customer: Scott Stacy  
 Contact: Scott Stacy  
 Phone: 251-747-0650  
 Email: Sstacy@orangebeachal.gov

**STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY**

SIGNATURE: ( Required )

Scott Stacy

DATE ( Required ):

1-27-2026

PURCHASE ORDER NUMBER: ( Required )

QUANTITY



**REGULAR COMMITTEE OF THE WHOLE MEETING  
FEBRUARY 3, 2026**

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**Departments:** City Clerk

**Description of Topic:** Ordinance amending Chapter 2, Article V, Division 4, Section 2-250 of the Code of Ordinances for the City of Orange Beach, Alabama, to update the Board of Zoning Adjustment appeals process. (JL)

**Background/Description:**

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

1. 2026-xxxx Amd Sec 2-250 Board of Zoning Adjustment Appeals

**ORDINANCE NO. 2026-xxxx**

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V, DIVISION 4, SECTION 2-250 OF THE CODE OF ORDINANCES FOR THE CITY OF ORANGE BEACH, ALABAMA TO UPDATE THE BOARD OF ZONING ADJUSTMENT APPEALS PROCESS**

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**FINDINGS:**

1. The City of Orange Beach Board of Adjustment was established by Ordinance No. 37, adopted on August 6, 1985, under the authority granted by Ala. Code Section 11-52-80.
2. The City amended and restated the entirety of Chapter 2 of the Code of Ordinances by Ordinance No. 2022-1418 on July 26, 2022, which included Sections detailing the creation, power, administration, and appeals process for the Board of Zoning Adjustment.
3. Since the adoption of Ordinance No. 2022-1418, the State Statute governing appeal procedures for Municipal Zoning Boards of Adjustment has been amended. It has been determined that an amendment to Section 2-250, entitled “Appeal of Board Decisions”, of the City of Orange Beach Code of Ordinances is necessary to bring the City Code into alignment with State law.
4. The City Council of the City of Orange Beach has determined that these amendments are in the best interest of the City of Orange Beach and its citizens and visitors.

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

1. That Chapter 2, Article V, Division 4, Section 2-250, entitled “Appeal of Board Decisions”, of the City of Orange Beach Code of Ordinances is hereby amended to read in its entirety as follows:  

Sec. 2-250. - Appeal of board decisions.

Any party aggrieved by any final judgment or decision of the board may appeal that judgment or decision by following the procedure provided in Ala. Code Section 11-52-81. A notice of intent to appeal must be filed with the Board of Adjustment within fifteen (15) days of the date of the decision.
2. That all ordinances or parts in conflict with this ordinance, to the extent of such conflict, are repealed; and
3. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 10<sup>th</sup> DAY OF FEBRUARY, 2026.

\_\_\_\_\_  
Renee Eberly  
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies that the foregoing ORDINANCE 2026-xxxx was posted on \_\_\_\_\_ in the following three (3) public places:  
Orange Beach City Hall \_\_\_\_\_  
Orange Beach Post Office \_\_\_\_\_  
Orange Beach Public Library \_\_\_\_\_

\_\_\_\_\_  
Renee Eberly, City Clerk