



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Regular Council Meeting 03/03/2026
2. Committee of the Whole 03/03/2026

III. Unfinished Business

Miscellaneous

1. Discuss amending the Golf Cart Ordinance. (JL)
2. Approval of Fiscal Year 2024 audited financial statements. (FH)

Resolutions

Ordinances

IV. New Business

Miscellaneous

1. Discuss lease options for the Old Finance Building. (FH)
2. Discuss establishing a fee schedule for outside overtime for the Police Department. (TJ)

Resolutions

1. Resolution appropriating funds to support the Safe Harbor Animal Coalition in the amount of \$10,000 for FY2026. (RE)
2. Resolution authorizing the purchase of Three LUCAS Chest Compression System Devices for the Fire Department through Sourcewell from Stryker Sales, LLC, in the amount of \$59,819.88. (RS/JS)

3. Resolution authorizing the execution of a software service agreement with Governmentjobs.com, Inc., dba NEOGOV, for new employee background investigation services for the Police Department. (TJ)
4. Resolution authorizing execution of a performance contract with Saucy Fuzz for musical entertainment at the 2026 Orange Beach Nest Fest. (FB/PW)
5. Resolution awarding the bid for a Burn Tower with Installation at the Fire Training Facility. (TR/JS)
6. Resolution awarding the bid for Rifle Range Site Work. (TR/PW)
7. Resolution awarding the bid for Tennis Court Resurfacing and Cabana Installation. (TR/NA)
8. Resolution authorizing the execution of a performance contract with Mack Tucker for golf instruction services. (AA/NA)
9. Resolution accepting a proposal from Byers, Byers & Associates, P.C., for FY2025 auditing services in an amount not to exceed \$79,850. (FH)
10. Resolution authorizing the execution of an agreement with the Pensacola and Perdido Bays Estuary Program, Inc., for implementation of the water quality monitoring collaborative network project. (WS)
11. Resolution authorizing execution of a change order to accept partial credits on Two Ambulances and add the purchase of Two Ambulance Cots for the Fire Department from Safe Industries in an additional amount not to exceed \$27,278. (JS)
12. Resolution authorizing the Mayor to negotiate the terms of the sale of the Orange Beach Event Center at the Wharf. (FH/JL)
13. Resolution authorizing the Mayor to negotiate the purchase of real property. (FH/JL)
14. Resolution authorizing execution of a performance agreement with McLean Motor Sports Productions, LLC, for a Spring 2026 "Bama Coast Cruisin'" car show event. (MA)

Public Hearings

1. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0403-PUD-26, Pirates Voyage PUD. (Suggested date 4/21/2026) (GP)
2. Set a public hearing date for consideration of conditional use approval, Case No. 0401-CU-26, Bayside Orange Beach Garages, Phase 2. (Suggested date 4/21/2026) (GP)

Ordinances

1. Ordinance declaring the Orange Beach Event Center at the Wharf as unneeded city-owned real property for municipal purposes and authorizing the disposition thereof. (FH/JL)

V. Public Comments

VI. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
MARCH 3, 2026 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

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

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

Absent: None

V. CONSIDERATION OF AGENDA

Motion made (Silvers/Stuart) to approve the agenda with one additional item.

- 1. Resolution authorizing the request of an Attorney General’s Opinion clarifying requirements set out in the Alabama Tourism Tax Protection Act of 2024.

Vote revealed: Silvers, aye; Robertson, aye; Harrelson, abstain; Stuart, aye; Johnson, aye; Kennon, aye. **Motion passed. (5-0-1).**

VI. CONSIDERATION OF PREVIOUS MINUTES

Regular Council Meeting 02/03/2026
Committee of the Whole 02/03/2026

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 Johnson and Silvers recognized OBMHS sports teams on their recent successes.

Mayor Kennon reported a successful Seafood Fest held this past weekend, and shared that The Wharf counted record numbers around 26,000. Councilmember Silvers remarked that the shuttles were heavily utilized and seemed to work well.

Councilmember Harrelson reminded the audience that *Frozen: The Broadway Musical* debuts at the Orange Beach Performing Art Center this upcoming weekend.

Ford Handley, City Administrator, reported a 9% increase in sales tax collected in December and January. Mayor Kennon stated that record crowds attended the local Mardi Gras parades.

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; Kennon, 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

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

Miscellaneous

1. Appoint voting delegate for the Alabama League of Municipalities Annual Convention and the Alabama Municipal Insurance Corporation Annual Meeting to be held in Montgomery, April 28 - May 1, 2026. **Motion made (Silvers/Harrelson) to appoint Jerry Johnson as the voting delegate.** Vote unanimous in favor. **Motion passed.**
2. Approval of a Special Events Retail Liquor License Application by Wharf Restaurant Group LLC for the Coastal Alabama Business Chamber Sapphire Soiree to be held March 13, 2026, at 4671 Wharf Parkway West. **Motion made (Harrelson/Silvers) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**
3. Approval of a Restaurant Retail Liquor License Application by The Red Haven Live LLC for The Red Haven Live at 25637 Canal Road, Suites 11 and 12. **Motion made (Silvers/Robertson) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**

Resolutions

1. Resolution appropriating funds to the Zoo Foundation, Inc., to sponsor the Alabama Gulf Coast Zoo in the amount of \$50,000 for FY2026. **Motion made (Harrelson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution retiring Police Canine "Sadie" and authorizing the Mayor to execute the documents necessary to transfer ownership of "Sadie" to Officer Brennan Giles. **Motion made (Stuart/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution authorizing the execution of a purchase agreement with Gulf Coast K9, LLC, for a police canine in the amount of \$12,000. **Motion made (Silvers/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

4. Resolution authorizing the purchase of Vehicle Emergency Equipment for the Police Department through State Bid from Emergency Lighting by Haynes, L.L.C., in the amount of \$63,551.40. **Motion made (Johnson/Stuart) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution authorizing the execution of a service agreement with Motorola Solutions, Inc., for GIS Managed Services for the Police Department in the amount of \$88,822.19. **Motion made (Robertson/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution authorizing the execution of a software service agreement with Tranquility AI Inc. for AI-powered evidence analysis for the Police Department in the amount of \$39,999.68. **Motion made (Robertson/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution authorizing a franchise for JOLA Transportation LLC to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. **Motion made (Harrelson/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
8. Resolution authorizing execution of Change Order No. 1 with Harris Contracting Services, Inc., for sidewalk repairs, fencing, and minor additional sitework adjacent to the pickleball courts in an amount not to exceed \$36,431. **Motion made (Stuart/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
9. Resolution authorizing the purchase of LED Lighting for the Tennis Courts through Sourcewell from Musco Sports Lighting, LLC, in the amount of \$139,900. **Motion made (Harrelson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
10. Resolution authorizing the purchase of a Vehicle for the Sewer Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$48,639. **Motion made (Robertson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
11. Resolution authorizing the execution of a contract for law enforcement services with Baldwin County. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
12. Resolution authorizing execution of purchase agreements for Audiovisual Equipment for the Fire Department Training Room through Omnia Partners from Howard Industries, Inc., dba Howard Technology Solutions, in the amount of \$45,540.39. **Motion made (Stuart/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
13. ADDITION: Resolution authorizing the request of an Attorney General's Opinion clarifying requirements set out in the Alabama Tourism Tax Protection Act of 2024. **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/Robertson) to adjourn. Vote unanimous in favor.

Time: 5:17 P.M.

APPROVED this the 7th day of April, 2026.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
MARCH 3, 2026 – 5:17 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the March 17, 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. Ford Handley, City Administrator, stated that 39 questions were submitted by Councilmembers. Council agreed for Councilmembers Harrelson and Stuart to condense the number of questions to between 10 and 15. Mayor Kennon asked that the list of questions be finalized by Friday. Council asked the City Administrator to schedule interviews beginning at 9:00 A.M. on March 10, 2026.
2. Discuss Library Board appointment. Council nominated Councilmember Robert Stuart to take over the expiring term of Joni Blalock. Later in the meeting, City Clerk Renee Eberly clarified that the appointment is not limited to councilmembers. Given that information, Council agreed that Joni Blalock would be a good candidate for reappointment. Meagan Bing, Library Director, confirmed that Ms. Blalock is willing and able to serve again.
3. Approval of Fiscal Year 2024 audited financial statements.
4. Discuss amending the Golf Cart Ordinance. Jamie Logan, City Attorney, explained that City Council had previously expressed an interest in revising language regulating golf cart rentals. Rick Overstreet, 26213 St. Lucia Drive, and Tater Harris, 26276 St. Lucia Drive, both owners of golf cart rental companies, spoke on the issue and made suggestions. Mr. Overstreet gave Council a handout that he provides to his customers with suggested routes for golf cart usage. Council discussed the requirement for identifying stickers and flags. Councilmember Silvers mentioned his ongoing concern with boat rentals being delivered to the Baldwin County-owned boat launch at the ICW. Mayor Kennon brought up concerns regarding ebikes and scooters. Council discussed golf carts not having the right of way over vehicular traffic, use of pedestrian crosswalks, and the difficulty of enforcement. Mayor and Council also would like to look at an ordinance regulating ebikes.
5. Resolution authorizing the sole source purchase of a Lifeguard Tower from Bausch Enterprises, Inc., for the Surf Rescue Division of the Fire Department in an amount not to exceed \$82,835.
6. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide engineering services for renovation of the Old Finance Building in an amount not to exceed \$68,800.
7. Resolution authorizing the execution of software service agreements with Clearview AI, Inc., for facial recognition for the Police Department.

8. Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical exploration and engineering services for a preliminary soil study for a new civic center in an amount not to exceed \$8,565.
9. Resolution authorizing a waiver of rental fees for the Orange Beach Performing Arts Center for the Baldwin Pops, Inc., John Allen Memorial Scholarship Concert.
10. Resolution authorizing the execution of a performance contract with Natalie van Blerk for tennis professional services.
11. Resolution authorizing the execution of a professional services agreement with Coastal Wave Diagnostics, LLC, for cardiovascular screenings for city employees.
12. Resolution authorizing execution of an intergovernmental agreement with Baldwin County for maintenance of Navy Road.
13. Resolution authorizing the execution of a right of entry permit and license agreement with The Nature Conservancy for the restoration of Orange Beach Waterfront Park.
14. Resolution authorizing the execution of a task order with Wetland Sciences, Inc., to perform a wetland assessment of the proposed site for a new civic center in an amount not to exceed \$2,750.
15. Resolution authorizing execution of agreements to grant underground electric line easements to Baldwin County Electric Membership Corporation.

Public Comments:

1. Hunter Harrelson, 4855 Burkart Drive, owner of Beachball Properties, spoke about the growing cohosting industry, which is creating friction with local property management companies.

Executive Session:

1. Executive session to discuss pending litigation. **Motion made (Harrelson/Silvers) to enter executive session for the stated purpose.** The City Attorney advised the Council that a declaration was required by the Open Meetings Act for an Executive Session; therefore, she stated for the record that she was duly qualified and had the personal knowledge to provide the requisite declaration for the stated purposes of the Executive Session authorized by the Act. The Mayor announced that the executive session would last approximately 30 minutes, and that Council would not reconvene after the executive session.

Time in: 6:10 P.M.

Time out: 6:50 P.M.

There being no further business, the meeting adjourned.

Time: 6:50 P.M.

APPROVED this 7th day of April, 2026.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 17, 2026**

Departments: City Clerk

Description of Topic: Discuss amending the Golf Cart Ordinance. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. Orange Beach City Code - Article VIII Golf Carts

ARTICLE VIII. - GOLF CARTS

Footnotes:

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Editor's note— Ord. No. 2024-1487, § 1, adopted Oct. 1, 2024, repealed the former Art. VIII, §§ 70-270—70-278, and enacted a new Art. VIII as set out herein. The former Art. VIII pertained to similar subject matter and derived from Ord. No. 2021-1398, § 1, adopted Nov. 16, 2021.

Sec. 70-270. - Authority.

This article is adopted pursuant to the general police powers granted Alabama municipalities, Code of Ala. 1975, § 11-45-1, and in accordance with Ala. Const. § 2-9.00 (hereinafter referred to as "§ 2-9.00").

(Ord. No. 2024-1487, § 1, 10-1-2024; Ord. No. 2025-1521, § 1, 11-4-2025)

Sec. 70-271. - Administration and enforcement.

- (a) The city's police chief or designee shall be responsible for the administration and enforcement of this article.
- (b) The police chief shall have authority to adopt policies and procedures to administer this article consistent with the purpose and intent of this article.
- (c) Such policies shall not have the effect of waiving the requirements of this article.

(Ord. No. 2024-1487, § 1, 10-1-2024; Ord. No. 2025-1521, § 1, 11-4-2025)

Sec. 70-272. - Findings.

- (a) Orange Beach is a resort island community that is a destination for thousands of visitors each year.
- (b) The island has but three arterial roads—State Highway 180, also known as Canal Road; State Highway 182, also known as Perdido Beach Boulevard; and State Highway 161, also known as Orange Beach Boulevard—all of which are multi-lane state highways with speed limits in excess of 40 miles per hour.
- (c) Traditional golf carts (hereafter "carts") are not designed or manufactured for use on public highways and do not conform to the safety standards of conventional automotive vehicles.
- (d) Carts are nonetheless popular and residents within the city desire to have the option to operate their golf carts on a limited basis in order to access certain amenities adjacent to their neighborhoods.
- (e)

Alabama law, specifically Ala. Const. § 2-9.00, allows cities in Baldwin County to designate streets on which golf carts may safely travel after considering several factors, including the speed, volume, and character of motor vehicle traffic using the street. Alabama law also allows the city to regulate businesses within the city, Code of Ala. 1975, § 11-51-90.

- (f) The city council determines that golf carts may safely travel on or across streets designated herein. The designation in this article of certain streets on which golf carts may safely travel is not a determination or representation by the city that operation of golf carts on such streets is in fact safe or advisable under all conditions. The council notes that owners must use due diligence and extreme caution in the operation of golf carts at all times.
- (g) All persons operating golf carts must be observant of, and attentive to the safety of themselves and others, including their passengers, other motorists, bicyclists, and pedestrians.
- (h) All persons who operate or ride carts on public streets inside the city do so at their own risk and peril, and no permit for the operation of a cart on public streets shall be issued except upon execution by the owner of the cart of a written undertaking to indemnify and hold the city, its officials, officers, agents, and employees harmless from any and all liability of any kind or character directly or indirectly associated with such operation

(Ord. No. 2024-1487, § 1, 10-1-2024; Ord. No. 2025-1521, § 1, 11-4-2025)

Sec. 70-273. - Definitions.

As used in this article, the following terms shall have the following meanings, without regard to capitalization.

Cart or golf cart means a four-wheeled, self-propelled vehicle used to transport persons or property, that is designed to operate at speeds no greater than 25 miles per hour. This definition includes low-speed vehicles.

Decal means the sticker or placard issued by the city containing a valid permit number to be affixed to all permitted carts.

Designated cart street means the following public streets within the corporate limits of the city designated under this section for the use of carts. Cart streets shall be marked with appropriate signage advising that the street may be utilized by carts:

STREET NAME	STREET NAME	STREET NAME
1st St	Garrett Ln	Pelican Pl
2nd St	Georgia St	Pensacola Ave

3rd St	Greentree Ln	Perdido Ave
4th St	Gulf Ave	Perdido Gate Dr
Adams Ave	Gulf Rd	Perdido Point Dr
Alabama St	Harbor Rd	Pine Blvd
Anchor Ln	Hayden Dr	Pine Cir
Andrews Ln	Hickory Ln	Pine Rd
Antigua Dr	Hideaway St	Pine Way
Armadillo Ave	Holder Rd	Pinetree Ln
Avenue C	Holley Ln	Pinewood Cir
Avenue D	Holly St	Polaris St
Baldwin Ave	Illinoise St	Pompano Dr
Barbados Dr	Ivy Ln	Raley Ln
Barnes Ln	Jackson Ave	Regal Oaks Dr
Barracuda St	Jefferson Ave	Regal Oaks Ln
Bay Cir	John Snook Dr	Regatta Ln
Bay Dr	Jubilee Point Rd	Rollins Rd
Bay La Launch Ave	Julio Courte Ln	Roman Vista Pl
Bayland Dr	Juniper St	Romeo Ln
Bayou Dr	Lake Rd	Russell Dr

Bayou Rd	Lauder Ln	Safeharbor Dr
Bayou St John Ave	Lauder Pl	Sailfish Ln
Bear Point Ave	Lee Ave	Sampson Ave
Beaver Creek Ln	Lexmark Ct	Sandy Hill Cir
Bent Tree Cir	Lianna Ct	Seville Cir
Black Bear Ln	Long Ln	Sheril Ln
Boat Basin Rd	Look Rook Rd	Snapper St
Boat St	Loop Rd	South Bayshore Dr
Bobcat Ln	Louisiana St	Spinnaker Way
Bonito Ave	Low Dr	St. Lucia Dr
Burkart Dr	Madison Ave	Starboard Ln
Burkart Ln	Magnolia Ave	Suarez Dr
Callaway Dr	Magnolia Cir	Surrey Ln
Canal Square	Magnolia Dr	Sweetwater Dr
Caribe Dr	Majestic Ct	Tarpon Ln
Carleton Dr	Manor Cir	Taylor Ave
Carney Dr	Martinique Ct	Terry Cove Dr
Carondelette Dr	Martinique Dr	Tiger Brown Ave
Caswell Pl	Mauldin Ln	University Ln

Claudette Cir	Mini Ln	Virginia St
Cobia Ave	Mississippi Ave	Walker Ave
Commerce Park Dr	Mobile Ave	Walker Dr
Commercial Ave	Money Bayou Rd	Washington Ave
Compass Ln	Moses Rd	Washington Blvd
Cotton Bayou Dr	Nana Brown Ave	Webster Ln
Cotton Bayou Ln	Nancy Ln	West Oak Ridge Dr
Cotton Way	North Bayshore Dr	West Perdido Ave
Cove Dr	Oak Ave	White Ave
Coyote Ln	Oak Cir	William Silvers Pkwy
Cross Ln	Oak Ridge Loop	Wilson Blvd
Cypress St	Oak St	Wolf Bay Ave
Davis Dr	Orange Ave	Wolf Bay Cir
Dogwood Ln	Orion St	Wolf Bay Ter
Dowty Ln	Ornacor Ave	Wolfhead Ave
East Beach Blvd	Palmetto Dr	Woodglen Dr
East Oakridge Dr	Park Cir	Woodglen Trace
Easy St	Park Dr	Yellowfin St
Fleetwood Cir	Park Ln	

Florida Ave	Parkway Rd	
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By resolution of the city council adopted from time to time subsequent to the enactment of this section, the list of designated cart streets may be amended by the addition of other streets or the deletion of streets previously listed, provided, however, no street on which the speed limit is greater than 25 miles per hour shall be designated as a designated cart street.

Department means the Orange Beach Police Department.

Multi-use path means a pathway within the corporate limits of the city that has been designated by the city council as appropriate for multi-use.

Driver's license means a license to operate a motor vehicle (automobile) pursuant to Code of Ala. 1975, § 32-6-1.

Multi-use cart path means a path designated for use by pedestrians, bicyclists and carts.

Municipal service vehicle means a city-operated motorized vehicle or piece of equipment when in service for the provision of public safety or public maintenance services or other official city use.

Off-road recreational vehicle means vehicles intended to be used off-road, including, but not limited to, ATVs, 4-wheelers, UTVs and MUVs.

Operate means to drive or utilize a cart or other recreational vehicle for transportation or any other purpose within the corporate limits of the city.

Operator means the person in control of the steering and propulsion of the cart or other recreational vehicle at a given time.

Owner means a person holding legal title of golf cart as described herein.

Permit means authorization issued by the City of Orange Beach authorizing operation of a golf cart within the city, subject to the provisions of this Code.

State tagged cart means a golf cart, low speed vehicle, or neighborhood electric vehicle that is registered with and licensed by the State of Alabama under Code of Ala. 1975, tit. 32. State tagged carts are included in the definition of golf cart for purposes of this ordinance and are subject to regulations of this ordinance.

(Ord. No. 2024-1487, § 1, 10-1-2024; Ord. No. 2025-1521, § 1, 11-4-2025)

Sec. 70-274. - Permit required.

- (a) No person may operate a cart or allow a cart to be operated within the corporate limits of the city without a permit issued by the department. All carts operated within the city must be permitted whether operated for personal or commercial use.

- (b) To obtain a permit, the owner of the cart must make application to the department on such forms as may be required by the police chief and pay an inspection fee of \$100.00. Fees may be increased or decreased from time to time by resolution of the city council. Fees shall be non-transferable and non-refundable.
- (c) Permits shall expire every four calendar years beginning December 31, 2024.
- (d) Each cart shall be inspected by the department to ensure that it is equipped with head lights mounted no higher than 36 inches, brake lights, turn signals, a windshield, a rear-view mirror, brakes, and steering apparatus. No permit shall be issued for any cart that fails such inspection.
- (e) No permit shall be issued without proof of liability insurance held by the owner of the cart. The required minimum liability limits for the operation of the cart shall be the same as those required by the State of Alabama for operation of a motor vehicle.
- (f) Each permitted cart shall display the permit decal on each side of the cart with the issued expiration year sticker affixed to the lower right hand corner indicating the expiration date of the permit.
- (g) Permits may be denied based upon prior violations of this article. Denials may be appealed to the city council upon written request filed with the city clerk.

(Ord. No. 2024-1487, § 1, 10-1-2024; Ord. No. 2025-1521, § 1, 11-4-2025)

Sec. 70-275. - Operating rules and violations.

- (a) It shall be a violation of this article for any person to operate a cart within the Corporate Limits of the City of Orange Beach without a valid permit and decal as required by section 70-274.
- (b) It shall be a violation of this article for any person to operate a cart except in strict accordance with the following operating rules:
 - (1) The cart operator must have a valid drivers' license issued by a state or other governmental authority.
 - (2) The headlights on the cart shall be illuminated at all times when it is in operation regardless of the time of operation and shall not be illuminated above 36 inches.
 - (3) Operators must adhere to all state and municipal laws applicable to the operation of motor vehicles, including, without limitation, all laws concerning the operation of a vehicle under the influence of alcohol or drugs.
 - (4) Operators may not overtake and pass in the same lane occupied by the vehicle being overtaken.
 - (5) A cart may not be operated between lanes of traffic or between adjacent lines or rows of vehicles.
 - (6) Carts may not be operated two or more abreast in a single lane.

- (7) Cart drivers must yield the right-of-way to overtaking vehicles at all times.
- (8) The maximum occupancy of a cart shall be limited to the number of occupants the cart is designed to seat. No cart shall be operated unless all occupants are seated.
- (9) No cart shall be parked in a designated handicapped parking space unless the driver or at least one passenger has a valid handicap parking permit that is displayed on the cart.
- (c) It shall be a violation of this article to operate a cart on any sidewalk, street, road, or highway within the corporate limits or police jurisdiction of the city that is not a designated cart street.
- (d) It shall be a violation of this article to allow a minor not possessing a valid driver's license to operate a cart on any multi use path, sidewalk, street, road, or highway within the city.
- (e) It shall be a violation of this article to operate a cart in an unsafe or dangerous manner.

(Ord. No. 2024-1487, § 1, 10-1-2024; Ord. No. 2025-1521, § 1, 11-4-2025)

Sec. 70-276. - Penalties.

- (a) *Criminal penalty.* Any person committing a violation of this article shall, upon conviction, be punished by imposition of a fine of up to \$50.00.
- (b) *Suspension/revocation of cart privileges.* The police chief or his designee may suspend or revoke the permit of any cart that has been operated in violation of this article as evidenced by the sworn statement of a law enforcement officer, including but not limited to operation by an unlicensed driver. Suspension shall not exceed a period of 30 days per violation. A municipal court conviction shall not be required for proof of violation triggering suspension or revocation. The owner may appeal the decision to the city council by filing an appeal with the city clerk within ten days from the action suspending or revoking the permit. After receiving all relevant evidence pertaining to the suspension or revocation, the city council in its discretion may uphold or reverse the suspension or revocation of the permit. Revoked permits shall be ineligible for renewal or reinstatement for a period of six months.

(Ord. No. 2024-1487, § 1, 10-1-2024; Ord. No. 2025-1521, § 1, 11-4-2025)

Sec. 70-277. - Section supplementary to federal and state regulations.

The provisions of this article shall be interpreted as supplementary to all other municipal, state and federal laws and regulations now or hereafter in force, and compliance with this article does not relieve an individual from the requirement of compliance with all other applicable municipal, state and federal laws and regulations, if any.

(Ord. No. 2024-1487, § 1, 10-1-2024; Ord. No. 2025-1521, § 1, 11-4-2025)



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 17, 2026**

Departments: City Clerk

Description of Topic: Approval of Fiscal Year 2024 audited financial statements. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. COOB 2024 Audit DRAFT

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF NET POSITION
DECEMBER 31, 2024

DRAFT

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Total	Orange Beach Board of Education
ASSETS				
Current Assets:				
Cash and cash equivalents	\$ 88,529,608	\$ 5,318,329	\$ 93,847,937	\$ 4,765,518
Accounts Receivable	12,755,104	82,649	12,837,753	4,904,586
Internal Balances	7,155,313	(7,155,313)	-	-
Prepaid Expenses	312,077		312,077	-
Inventories	-	-	-	37,750
Restricted Cash	42,431,096	4,974,362	47,405,458	-
Capital assets:				
Non-depreciable	96,023,814	502,236	96,526,050	19,394,937
Depreciable (Net)	62,707,731	26,410,208	89,117,939	77,996,678
Total assets	309,914,743	30,132,471	340,047,214	107,099,469
DEFERRED OUTFLOWS OF RESOURCES				
Deferred Employer Pension Contributions	832,622	-	832,622	1,341,162
Deferred Pension Losses	5,281,896	-	5,281,896	11,040,000
Deferred OPEB losses and employer contributions	-	-	-	6,899,077
Defeasance Cost (NET)	355,771	657,080	1,012,851	-
Total Deferred Outflows of Resources	6,470,289	657,080	7,127,369	19,280,239
LIABILITIES				
Current liabilities				
Accounts payable	9,778,813	3,832	9,782,645	408,182
Accrued expenses	1,921,106	99,642	2,020,748	1,223,326
Accrued interest payable	789,476	52,688	842,164	-
Long-term liabilities:				
Due within one year:				
Compensated Absences	607,815	91,966	699,781	29,096
Bonds Payable - Current	5,008,337	1,865,000	6,873,337	-
Due in More than One Year:				
Bonds Payable - Non Current	110,007,522	9,665,000	119,672,522	-
Compensated Absences	283,919	56,169	340,088	-
Net pension liability	9,098,112	-	9,098,112	21,465,342
Total Liabilities	137,495,100	11,834,297	149,329,397	23,125,946
DEFERRED INFLOWS OF RESOURCES				
Deferred Pension Gains	4,565,753	-	4,565,753	262,000
Deferred OPEB Gains	-	-	-	4,972,636
Unearned Revenue	205,353	51,528	256,881	-
	4,771,106	51,528	4,822,634	5,234,636
NET POSITION				
Investment in Capital Assets				
Net of Related Debt	43,715,686	16,039,524	59,755,210	97,391,615
Restricted for:				
Capital Projects	42,769,414	-	42,769,414	921,224
Educaton	-	-	-	806,221
Emergencies	2,760,899	-	2,760,899	-
Unrestricted	84,872,827	2,864,202	87,737,029	(1,099,934)
Total Net Position	\$ 174,118,826	\$ 18,903,726	193,022,552	\$ 98,019,126

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2024

DRAFT

Function / Programs	Net (Expense) Revenue and Changes in Net Position										Component Unit		
	Program Revenues					Primary Government						Orange Beach Board of Education	
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business Type Activities	Totals						
Primary Government													
Governmental Activities:													
General Government	\$ 45,786,832	\$ 605,580	\$ 3,000,000	\$ 6,321,672	\$ (35,859,580)	\$ -	\$ (35,859,580)						
Court	487,470	57,184	-	-	(430,286)	-	(430,286)						
Finance	1,342,765	3,943,618	-	-	2,600,853	-	2,600,853						
Police	10,020,994	464,458	-	-	(9,556,536)	-	(9,556,536)						
Corrections	926,145	-	-	-	(926,145)	-	(926,145)						
Communications	748,282	-	-	-	(748,282)	-	(748,282)						
Fire	12,248,412	1,701,463	-	-	(10,546,949)	-	(10,546,949)						
Public Works	4,953,259	-	-	1,188,260	(3,764,999)	-	(3,764,999)						
Landscape	1,760,607	-	-	-	(1,760,607)	-	(1,760,607)						
Parks and Recreation	5,184,762	2,370,651	-	-	(2,814,111)	-	(2,814,111)						
Library	828,141	44,734	34,859	-	(748,548)	-	(748,548)						
Community Development	1,663,675	2,349,235	37,950	-	723,510	-	723,510						
Coastal Resources	3,055,361	-	289,982	-	(2,765,379)	-	(2,765,379)						
Recreation Center	1,195,021	-	-	-	(1,195,021)	-	(1,195,021)						
Performing Arts	577,902	200,000	-	-	(377,902)	-	(377,902)						
Expect Excellence	2,346,253	-	-	-	(2,346,253)	-	(2,346,253)						
Interest on Long-term Debt	3,364,010	-	-	-	(3,364,010)	-	(3,364,010)						
Total Governmental activities	96,489,891	11,736,923	3,362,791	7,509,932	(73,880,245)	-	(73,880,245)						
Business-Type Activities													
Sewer	7,114,457	7,776,226	-	-	-	661,769	661,769						
Refuse	3,874,011	2,940,935	-	-	-	(933,076)	(933,076)						
Events Center	734,633	189,966	-	-	-	(544,667)	(544,667)						
Baldwin County Bridge Company (BCBC)	-	710,377	-	-	-	710,377	710,377						
Arts Center	1,238,070	577,477	2,600	-	-	(657,993)	(657,993)						
Total Business-Type Activities	12,961,171	12,194,981	2,600	-	-	(763,590)	(763,590)						
Total Primary Government	\$ 109,451,062	\$ 23,931,904	\$ 3,365,391	\$ 7,509,932	\$ (73,880,245)	\$ (763,590)	\$ (74,643,835)						
Component Unit													
Orange Beach Board of Education	\$ 31,195,308	\$ 2,915,115	\$ 4,895,174	\$ 338,092			\$ (23,046,927)						
General Revenues:													
Property Taxes					\$ 7,834,846		\$ 7,834,846						
Local Taxes					43,937,310		43,937,310						
Franchise Taxes					1,843,624		1,843,624						
State Taxes					985,918		985,918						
Sales Taxes					22,239,262		22,239,262						
Unrestricted Investment Earnings (Losses)					4,504,665	261,890	4,766,555						4,971,713
Reimbursed Expenses					247,476		247,476						
Miscellaneous					930,204	28,873	959,077						39,677
Gain (Loss) on disposal of capital assets					32,629		32,629						
Appropriations from the City of Orange Beach													23,818,404
Transfers, Net					(427,041)	427,041	-						
Total General Revenues and Transfers					82,128,893	717,804	82,846,697						36,903,077
Change in Net Position					8,248,648	(45,786)	8,202,862						13,856,150
Net Position - Beginning of the Year					165,870,178	18,949,512	184,819,690						84,162,479
Net Position - End of the Year					\$ 174,118,826	\$ 18,903,726	\$ 193,022,552						\$ 98,018,629

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2024

	General	Other Non-Major Governmental Funds	Total Governmental Funds
ASSETS			
Cash and cash equivalents	\$ 88,183,325	\$ 346,283	\$ 88,529,608
Restricted cash and cash equivalents	39,841,740	2,589,356	42,431,096
Accounts Receivable, Net	12,588,342	166,762	12,755,104
Due From Other Funds	7,322,074	-	7,322,074
Prepaid expenses	312,077	-	312,077
Total assets	\$ 148,247,558	\$ 3,102,401	\$ 151,349,959
 LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 9,762,196	\$ 16,617	\$ 9,778,813
Due to other funds	-	166,762	166,762
Accrued expenses	1,840,636	-	1,840,636
Appearance bonds	39,895	-	39,895
Performance bonds	33,545	-	33,545
Communication tower escrow funds	7,030	-	7,030
Total Liabilities	11,683,302	183,379	11,866,681
 DEFERRED INFLOWS OF RESOURCES			
Unearned revenue	205,353	-	205,353
 Fund Balances:			
Non-Spendable Fund Balance	312,077	-	312,077
Spendable:			
Restricted	42,769,414	2,589,356	45,358,770
Committed	2,760,899	-	2,760,899
Assigned	-	329,666	329,666
Unassigned	90,516,513	-	90,516,513
Total Fund Balances	136,358,903	2,919,022	139,277,925
Total Liabilities and Fund Balances	\$ 148,247,558	\$ 3,102,401	\$ 151,349,959

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
 RECONCILIATION OF THE BALANCE SHEET
 TO THE STATEMENT OF NET POSITION
 DECEMBER 31, 2024

Fund Balances - Total Governmental Funds \$ 139,277,925

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds.

Governmental capital assets	200,936,809	
Less: accumulated depreciation	<u>(42,205,264)</u>	158,731,545

Certain deferred outflows of resources used in governmental activities are not financial resources and therefore are not reported in the governmental funds.

Deferred employer pension contributions		
Deferred pension losses	6,114,518	
Loss on advance refunding	880,250	
Less: accumulated amortization	<u>(524,479)</u>	6,470,289

Certain deferred inflows of resources used in governmental activities are not financial uses and therefore are not reported in the governmental funds.

Deferred pension gains		
	<u>(4,565,753)</u>	(4,565,753)

Long-term liabilities, including bonds payable are not due and payable in the current period and therefore are not reported in the governmental funds.

Governmental bonds payable	(107,699,265)	
Premium on bonds issued	(9,860,674)	
Accumulated amortization of premium/discount	2,544,081	
Net pension liability	(9,098,112)	
Compensated absences	<u>(891,734)</u>	(125,005,704)

Accrued interest payable on debt in the governmental funds is susceptible to full accrual on the entity wide basis.

Accrued interest payable		<u>(789,476)</u>
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Net position of governmental activities \$ 174,118,826

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2024

DRAFT

	General	Other Governmental Funds	Total Governmental Funds
REVENUES			
Property taxes	\$ 7,834,846	\$ -	\$ 7,834,846
Intergovernmental:			
State tax	178,893	681,212	860,105
Local tax	68,020,196	-	68,020,196
Grants	10,811,885	24,476	10,836,361
Reimbursements	247,476		247,476
Other licenses, permits and fees	7,205,091	2,291	7,207,382
Fines and forfeitures	416,499	-	416,499
Charges for services	2,886,796	-	2,886,796
Rental Income	193,996	-	193,996
Investment earnings	4,420,595	84,070	4,504,665
Contracts	967,345	-	967,345
Miscellaneous	930,202	227,080	1,157,282
Total revenues	104,113,820	1,019,129	105,132,949
EXPENDITURES			
Current			
General government	17,881,126	-	17,881,126
Coastal resources	2,928,734	-	2,928,734
Court	487,577	-	487,577
Finance	1,341,773	-	1,341,773
Police	8,991,032	-	8,991,032
Corrections	926,419	-	926,419
Community development	1,737,035	-	1,737,035
Communications	748,799	-	748,799
Fire	11,041,760	-	11,041,760
Public works	3,549,667	-	3,549,667
Landscape	1,760,808	-	1,760,808
Parks and recreation	3,072,274	-	3,072,274
Performing arts	578,178	-	578,178
Recreation center	1,195,058	-	1,195,058
Expect Excellence	2,347,727	-	2,347,727
Library	-	797,150	797,150
Interest Expense	-	3,674,520	3,674,520
Debt Service	-	3,691,951	3,691,951
Capital Purchases	54,468,779	-	54,468,779
Total expenditures	113,056,746	8,163,621	121,220,367
(Deficiency) of revenues over expenditures	(8,942,926)	(7,144,492)	(16,087,418)
OTHER FINANCING SOURCES (USES)			
Proceeds of Bond Issue	6,250,000	-	6,250,000
Proceeds from disposal of assets	32,629	-	32,629
Transfers In	2,893,881	8,116,312	11,010,193
Transfers (Out)	(10,753,730)	(683,504)	(11,437,234)
Total other financing sources (uses)	(1,577,220)	7,432,808	5,855,588
Net change in fund balances	(10,520,146)	288,316	(10,231,830)
Fund balances - beginning	146,879,049	2,630,706	149,509,755
Fund balances - ending	\$ 136,358,903	\$ 2,919,022	\$ 139,277,925

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL ACTIVITIES
TO THE CHANGES IN NET POSITION OF THE STATEMENT OF ACTIVITIES
FOR THE PERIOD ENDED DECEMBER 31, 2024

Net Change in Fund Balances - Total Governmental Funds \$ (10,231,830)

Governmental funds report capital improvements as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Expenditures for capital assets	25,370,785	
Less: current year depreciation	<u>(4,163,131)</u>	21,207,654

Bond proceeds provide current financial resources to governmental funds, but issuing debt increase long-term liabilities in the statement of net position. Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.

Proceeds of 2022B GO Debt issue	(6,250,000)	
Bond premium/discount amortization	430,388	
Principal payments	<u>3,691,951</u>	(2,127,661)

Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Amortization of loss on refunding	(88,024)	
Decrease in interest accrued on long term debt	(31,854)	
Decrease in compensated absences	18,395	
Decrease in deferred pension losses	(2,891,763)	
Decrease in deferred pension gains	(4,361,271)	
Increase in net pension liability	<u>6,755,002</u>	<u>(599,515)</u>

Change in Net Position of Governmental Activities \$ 8,248,648

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
DECEMBER 31, 2024

	Sewer	Events Center	Other Proprietary Funds	Total Proprietary Funds
ASSETS				
Cash and cash equivalents	\$ 4,970,225	\$ -	\$ 348,104	\$ 5,318,329
Restricted Cash and Cash Equivalents	4,974,362	-	-	4,974,362
Accounts receivable - net	66,648	-	16,001	82,649
Due from other funds	-	-	389,189	389,189
Capital Assets:				
Non-depreciable Assets - Land	343,588	158,648	-	502,236
Buildings	1,712,671	2,153,718	2,152,541	6,018,930
Sewer Plant	28,763,756	-	-	28,763,756
Vehicles and equipment	4,153,273	76,104	1,561,124	5,790,501
Distribution and collection system	19,826,467	-	-	19,826,467
Less: Accumulated Depreciation	<u>(31,254,356)</u>	<u>(835,405)</u>	<u>(1,899,685)</u>	<u>(33,989,446)</u>
Total assets	<u>33,556,634</u>	<u>1,553,065</u>	<u>2,567,274</u>	<u>37,676,973</u>
DEFERRED OUTFLOWS OF RESOURCES				
Unamortized loss on refunding - net	<u>657,080</u>	<u>-</u>	<u>-</u>	<u>657,080</u>
Total Deferred Outflows of Resources	<u>657,080</u>	<u>-</u>	<u>-</u>	<u>657,080</u>
LIABILITIES				
Current liabilities				
Accounts payable	1,872	56	1,904	3,832
Due to other funds	3,837,518	1,898,566	1,808,418	7,544,502
Accrued expenses	60,777	9,936	28,929	99,642
Accrued compensated absences	54,892	9,565	27,509	91,966
Accrued interest payable	52,688	-	-	52,688
Current Maturities of Revenue Bonds	1,865,000	-	-	1,865,000
Non-current Liabilities				
Accrued compensated absences	38,990	5,241	11,938	56,169
Series 2020 G.O. Sewer Warrant - net	<u>9,665,000</u>	<u>-</u>	<u>-</u>	<u>9,665,000</u>
Total liabilities	<u>15,576,737</u>	<u>1,923,364</u>	<u>1,878,698</u>	<u>19,378,799</u>
DEFERRED INFLOWS OF RESOURCES				
Unearned revenue	<u>51,528</u>	<u>-</u>	<u>-</u>	<u>51,528</u>
Total Deferred Inflows of Resources	<u>51,528</u>	<u>-</u>	<u>-</u>	<u>51,528</u>
NET POSITION				
Investment in Capital Assets net of related debt	12,672,479	1,553,065	1,813,980	16,039,524
Unrestricted Net Assets	<u>5,912,970</u>	<u>(1,923,364)</u>	<u>(1,125,404)</u>	<u>2,864,202</u>
Total Net Position	<u>\$ 18,585,449</u>	<u>\$ (370,299)</u>	<u>\$ 688,576</u>	<u>\$ 18,903,726</u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
 STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
 PROPRIETARY FUNDS
 FOR THE YEAR ENDED DECEMBER 31, 2024

	Sewer	Events Center	Other Proprietary Funds	Total Proprietary Funds
Operating Revenues				
Charges for services	\$ 7,776,226	\$ 189,966	\$ 4,106,457	\$ 12,072,649
Miscellaneous income	3,388	-	25,485	28,873
Merchandise sales	-	-	313,204	313,204
Total Operating Revenues	7,779,614	189,966	4,445,146	12,414,726
Cost of Good sold	-	-	190,872	190,872
Gross Profit	<u>7,779,614</u>	<u>189,966</u>	<u>4,254,274</u>	<u>12,223,854</u>
Operating Expenses				
Salaries and Wages	2,440,784	422,246	1,297,140	4,160,170
Contractual services	91,293	701	3,002,342	3,094,336
Utilities	1,137,957	84,242	60,667	1,282,866
Repairs and Maintenance	697,318	133,015	419,295	1,249,628
Other supplies and expenses	482,927	32,083	197,354	712,364
Bond premium amortization	109,513	-	-	109,513
Depreciation	2,010,632	62,346	135,283	2,208,261
Total Operating Expenses	6,970,424	734,633	5,112,081	12,817,138
Operating Income (Loss)	<u>809,190</u>	<u>(544,667)</u>	<u>(857,807)</u>	<u>(593,284)</u>
Non-Operating Revenues (Expenses)				
Interest Income	259,008	-	2,882	261,890
Capital Grants	-	-	2,600	2,600
Interest Expense	(144,033)	-	-	(144,033)
Total Non-Operating (Revenues) Expenses	114,975	-	5,482	120,457
Income (Loss) Before Transfers	924,165	(544,667)	(852,325)	(472,827)
Transfers in (out)	<u>(1,500,000)</u>	<u>923,701</u>	<u>1,003,340</u>	<u>427,041</u>
Change in Net Position	(575,835)	379,034	151,015	(45,786)
Related Net Position - Beginning of Year	<u>19,161,284</u>	<u>(749,333)</u>	<u>537,561</u>	<u>18,949,512</u>
Net Position - End of Year	\$ 18,585,449	\$ (370,299)	\$ 688,576	\$ 18,903,726

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2024

	Sewer	Events Center	Other Proprietary Funds	Total Proprietary Funds
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from Customers	\$ 8,133,385	\$ 189,966	\$ 4,448,072	\$ 12,771,423
Payments to Suppliers	(2,404,226)	(249,022)	(3,874,158)	(6,527,406)
Payments to Employees for Wages and Benefits	(2,443,725)	(421,211)	(1,295,440)	(4,160,376)
Payments from (to) other funds	(1,090,870)	42,308	(110,650)	(1,159,212)
Net Cash Provided (Used) by Operating Activities	2,194,564	(437,959)	(832,176)	924,429
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers to other fund	(1,500,000)	923,701	1,003,340	427,041
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Increase in restricted cash	(52,832)	-	-	(52,832)
Capital grants			2,600	2,600
Principal Paid on Capital Debt	(1,855,000)	-	-	(1,855,000)
Interest Paid on Capital Debt	(146,100)	-	-	(146,100)
Acquisition of Capital Assets	(711,362)	(485,742)	(16,958)	(1,214,062)
Net Cash Provided by Capital and Related Financing Activities	(2,765,294)	(485,742)	(14,358)	(3,265,394)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest Receipts	259,008	-	2,882	261,890
Net Cash Provided by Investing Activities	259,008	-	2,882	261,890
Net Increase (Decrease) In Cash and Cash Equivalents	(1,811,722)	-	159,688	(1,652,034)
Cash and Cash Equivalents - Beginning of Year	6,781,947	-	188,416	6,970,363
Cash and Cash Equivalents - End of Year	\$ 4,970,225	\$ -	\$ 348,104	\$ 5,318,329
SUPPLEMENTARY INFORMATION:				
Recconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:				
Operating Income (Loss)	\$ 809,190	\$ (544,667)	\$ (857,807)	(593,284)
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities:				
Depreciation Expense	2,010,632	62,346	135,283	2,208,261
Amortization expense	109,513	-	-	109,513
(Increase) Decrease In:				
Accounts Receivable	351,162	-	2,926	354,088
Due to other funds	(1,090,870)	42,308	(110,650)	(1,159,212)
Increase (Decrease) In:				
Accounts Payable	(6,669)	(1,083)	(11,283)	(19,035)
Accrued expenses	11,938	2,102	7,655	21,695
Accrued compensated absences	(2,941)	1,035	1,700	
Deferred revenue	2,609	-	-	2,609
Net Cash Provided (Used) by Operating Activities	\$ 2,194,564	\$ (437,959)	\$ (832,176)	\$ 924,635

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
DECEMBER 31, 2024

	Special Revenues	Debt Service	Library	Total Governmental Funds
ASSETS				
Cash and cash equivalents	\$ -	\$ -	\$ 346,283	\$ 346,283
Restricted cash and cash equivalents	1,196,257	1,393,099	\$ -	2,589,356
Accounts Receivable, Net	166,762	-	-	166,762
Total assets	<u>\$ 1,363,019</u>	<u>\$ 1,393,099</u>	<u>\$ 346,283</u>	<u>\$ 3,102,401</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ -	\$ -	\$ 16,617	\$ 16,617
Due to other funds	166,762	-	-	166,762
Total Liabilities	<u>166,762</u>	<u>-</u>	<u>16,617</u>	<u>183,379</u>
Fund Balances:				
Non-Spendable Fund Balance	-	-	-	-
Spendable:				
Restricted	1,196,257	1,393,099	-	2,589,356
Committed	-	-	-	-
Assigned	-	-	329,666	329,666
Unassigned	-	-	-	-
Total Fund Balances	<u>1,196,257</u>	<u>1,393,099</u>	<u>329,666</u>	<u>2,919,022</u>
Total Liabilities and Fund Balances	<u>\$ 1,363,019</u>	<u>\$ 1,393,099</u>	<u>\$ 346,283</u>	<u>\$ 3,102,401</u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
 STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND BALANCE
 NONMAJOR GOVERNMENTAL FUNDS
 FOR THE YEAR ENDED DECEMBER 31, 2024

DRAFT

	Special Revenues	Debt Service	Library	Total Governmental Funds
REVENUES				
Intergovernmental:				
State tax	\$ 681,212	\$ -	\$ -	\$ 681,212
Local tax				
Grants	-	-	24,476	24,476
Other licenses, permits and fees	2,291	-		2,291
Investment earnings	15,649	63,125	5,296	84,070
Miscellaneous	206,686	-	20,394	227,080
Total revenues	905,838	63,125	50,166	1,019,129
EXPENDITURES				
Current				
Library	-	-	797,150	797,150
Interest Expense	-	3,674,520	-	3,674,520
Debt Service	-	3,691,951	-	3,691,951
Total expenditures	-	7,366,471	797,150	8,163,621
 (Deficiency) of revenues over expenditures	 905,838	 (7,303,346)	 (746,984)	 (7,144,492)
OTHER FINANCING SOURCES (USES)				
Transfers In	-	7,366,338	749,974	8,116,312
Transfers (Out)	(683,504)	-	-	(683,504)
Total other financing sources (uses)	(683,504)	7,366,338	749,974	7,432,808
Net change in fund balances	222,334	62,992	2,990	288,316
Fund balances - beginning	973,923	1,330,107	326,676	2,630,706
Fund balances - ending	\$ 1,196,257	\$ 1,393,099	\$ 329,666	\$ 2,919,022

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
 STATEMENT OF NET POSITION
 NONMAJOR PROPRIETARY FUNDS
 DECEMBER 31, 2024

	Refuse	BCBC	Arts Center	Total Nonmajor Proprietary Funds
ASSETS				
Cash and cash equivalents	\$ -	\$ -	\$ 348,104	\$ 348,104
Restricted Cash and Cash Equivalents				
Accounts receivable - net	16,001	-	-	16,001
Due from other funds	389,189	-	-	389,189
Capital Assets:				
Buildings	-	-	2,152,541	2,152,541
Vehicles and equipment	1,479,494	-	81,630	1,561,124
Less: Accumulated Depreciation	<u>(1,417,903)</u>	<u>-</u>	<u>(481,782)</u>	<u>(1,899,685)</u>
Total assets	<u>466,781</u>	<u>-</u>	<u>2,100,493</u>	<u>2,567,274</u>
LIABILITIES				
Current liabilities				
Accounts payable	1,502	-	402	1,904
Due to other funds	-	-	1,808,418	1,808,418
Accrued expenses	12,921	-	16,008	28,929
Accrued compensated absences	10,594	-	16,915	27,509
Non-current Liabilities				
Accrued compensated absences	<u>3,050</u>	<u>-</u>	<u>8,888</u>	<u>11,938</u>
Total liabilities	<u>28,067</u>	<u>-</u>	<u>1,850,631</u>	<u>1,878,698</u>
NET POSITION				
Investment in Capital Assets				
net of related debt	61,591	-	1,752,389	1,813,980
Unrestricted Net Assets	<u>377,123</u>	<u>-</u>	<u>(1,502,527)</u>	<u>(1,125,404)</u>
Total Net Position	<u>\$ 438,714</u>	<u>\$ -</u>	<u>\$ 249,862</u>	<u>\$ 688,576</u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
 STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
 NONMAJOR PROPRIETARY FUNDS
 FOR THE YEAR ENDED DECEMBER 31, 2024

	Refuse	BCBC	Arts Center	Total Nonmajor Proprietary Funds
Operating Revenues				
Charges for services	\$ 2,940,935	\$ 710,377	\$ 455,145	\$ 4,106,457
Miscellaneous income	16,633	-	8,852	25,485
Merchandise sales	-	-	313,204	313,204
Total Operating Revenues	2,957,568	710,377	777,201	4,445,146
Cost of Good sold	-	-	190,872	190,872
Gross Profit	2,957,568	710,377	586,329	4,254,274
Operating Expenses				
Salaries and Wages	595,779	-	701,361	1,297,140
Contractual services	2,952,545	-	49,797	3,002,342
Utilities	7,549	-	53,118	60,667
Repairs and Maintenance	137,172	-	282,123	419,295
Other supplies and expenses	105,131	-	92,223	197,354
Depreciation	75,835	-	59,448	135,283
Total Operating Expenses	3,874,011	-	1,238,070	5,112,081
Operating Income (Loss)	(916,443)	710,377	(651,741)	(857,807)
Non-Operating (Revenues) Expenses				
Interest Income	-	-	2,882	2,882
Capital Grants	-	-	2,600	2,600
Total Non-Operating (Revenues) Expenses	-	-	5,482	5,482
Income (Loss) Before Transfers	(916,443)	710,377	(646,259)	(852,325)
Transfers in (Out)				
Transfers in (Out)	1,270,000	(710,377)	443,717	1,003,340
Change in Net Position	353,557	-	(202,542)	151,015
Related Net Position - Beginning of Year	85,157	-	452,404	537,561
Net Position - End of Year	\$ 438,714	\$ -	\$ 249,862	\$ 688,576

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF CASH FLOWS
NONMAJOR PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2024

	Refuse	BCBC	Arts Center	Total Nonmajor Proprietary Funds
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from Customers	\$ 2,960,494	\$ 710,377	\$ 777,201	\$ 4,448,072
Payments to Suppliers	(3,209,881)	-	(664,277)	(3,874,158)
Payments to Employees for Wages and Benefits	(598,264)	-	(697,176)	(1,295,440)
Payments from (to) other funds	(405,391)	-	294,741	(110,650)
Net Cash Provided (Used) by Operating Activities	<u>(1,253,042)</u>	<u>710,377</u>	<u>(289,511)</u>	<u>(832,176)</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers to other fund	<u>1,270,000</u>	<u>(710,377)</u>	<u>443,717</u>	<u>1,003,340</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Capital grants	-	-	2,600	2,600
Acquisition of Capital Assets	(16,958)	-	-	(16,958)
Net Cash Provided by Capital and Related Financing Activities	<u>(16,958)</u>	<u>-</u>	<u>2,600</u>	<u>(14,358)</u>
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest Receipts	-	-	2,882	2,882
Net Cash Provided by Investing Activities	<u>-</u>	<u>-</u>	<u>2,882</u>	<u>2,882</u>
Net Increase (Decrease) In Cash and Cash Equivalents	<u>-</u>	<u>-</u>	<u>159,688</u>	<u>159,688</u>
Cash and Cash Equivalents - Beginning of Year	<u>-</u>	<u>-</u>	<u>188,416</u>	<u>188,416</u>
Cash and Cash Equivalents - End of Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 348,104</u>	<u>\$ 348,104</u>
SUPPLEMENTARY INFORMATION:				
Recocilation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:				
Operating Income (Loss)	\$ (916,443)	\$ 710,377	\$ (651,741)	\$ (857,807)
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities:				
Depreciation Expense	75,835	-	59,448	135,283
(Increase) Decrease In:				
Accounts Receivable	2,926	-	-	2,926
Due to other funds	(405,391)	-	294,741	(110,650)
Increase (Decrease) In:				
Accounts Payable	(10,368)	-	(915)	(11,283)
Accrued expenses	2,884	-	4,771	7,655
Accrued compensated absences	(2,485)	-	4,185	1,700
Net Cash Provided (Used) by Operating Activities	<u>\$ (1,253,042)</u>	<u>\$ 710,377</u>	<u>\$ (289,511)</u>	<u>\$ (832,176)</u>

The accompanying notes are an integral part of the financial statements.



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 17, 2026**

Departments: City Clerk

Description of Topic: Discuss lease options for the Old Finance Building. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 17, 2026**

Departments: Police Department

Description of Topic: Discuss establishing a fee schedule for outside overtime for the Police Department. (TJ)

Background/Description: Currently, police officers work "off duty" jobs in which they are hired by private entities for security-related functions utilizing departmental resources. We believe a police officer should be employed by a government entity at all times and will be moving away from "off duty" jobs to an outside overtime policy where officers are on duty and assigned to a specific detail, i.e., concerts, Mullet Toss, etc., thereby remaining under the purview of the police department and not a private entity. Overtime would be paid according to City policy and an invoice reflecting the attached requested fee schedule would be sent to the event organizer.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. Memo 2026.03.12 - Police Department Outside Overtime Fee Schedule



CITY OF
ORANGE BEACH
ALABAMA

To: Mayor Tony Kennon and Council

From: Trent Johnson, Chief of Police

Reference: Fee Schedule for Outside Overtime

Mayor and Council,

We would like to propose and request a council resolution for the implementation of the following fee schedule for Orange Beach Police Officers working outside overtime. Thank you for your consideration of the following.

Police Officer - \$55.00/hour

First Line Supervisor - \$65.00/hour

Incident Commander - \$75.00/hour

Respectfully,

Trent Johnson

Chief of Police



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 17, 2026**

Departments: City Clerk

Description of Topic: Resolution appropriating funds to support the Safe Harbor Animal Coalition in the amount of \$10,000 for FY2026. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-07-26 26-xxx Appropriate Funds Safe Harbor Animal Coalition

RESOLUTION NO. 26-xxx

**A RESOLUTION APPROPRIATING FUNDS
TO SUPPORT THE SAFE HARBOR ANIMAL COALITION
IN THE AMOUNT OF \$10,000 FOR FY2026**

FINDINGS:

1. Safe Harbor Animal Coalition, Inc., was established in 2019 as a non-profit organization dedicated to improving the lives of animals and people in South Baldwin County.
2. The Safe Harbor Animal Coalition is an organization that is a consolidation of three organizations: The Orange Beach Animal Care and Control Program, the Gulf Shores Animal Care and Control Program, and the Foley Animal Care and Control Program.
3. The Safe Harbor Animal Coalition operates a state-of-the-art surgical center and clinic to provide the highest possible care for the unowned, abandoned animals of Baldwin County and our cities.
4. The Safe Harbor Animal Coalition has successfully completed hundreds of surgeries, transports to Northeastern “no-kill” rescues, and adoptions of cats and kittens.
5. Safe Harbor Animal Coalition seeks financial support to fund the cost of operating the surgical suite and shelter services from the local governmental entities whose citizens and businesses benefit from their volunteer efforts.
6. The City Council desires to support the goals and initiatives of the Safe Harbor Animal Coalition including the Trap, Neuter, Vaccinate and Return (TNVR) Community Cat Program.
7. City Council has determined that support of the Safe Harbor Animal Coalition furthers the public’s interest in animal care and control.

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

1. That City Council appropriates the sum of Ten Thousand Dollars (\$10,000.00) for FY2026 to support the goals and initiatives of the Safe Harbor Animal Coalition; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 7th DAY OF APRIL, 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 April 7, 2026.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 17, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of Three LUCAS Chest Compression System Devices for the Fire Department through Sourcewell from Stryker Sales, LLC, in the amount of \$59,819.88. (RS/JS)

Background/Description:

Action Options/Recommendation:

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

ATTACHMENTS:

1. 04-07-26 26-xxx Authorize Purchase Fire LUCAS Devices Sourcewell
2. 2026.03.09 Quote - Fire - Stryker LUCAS Devices x3

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
THREE LUCAS CHEST COMPRESSION SYSTEM DEVICES
FOR THE FIRE DEPARTMENT THROUGH SOURCEWELL FROM
STRYKER SALES, LLC
IN THE AMOUNT OF \$59,819.88**

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 LUCAS Chest Compression System Devices for the Fire Department through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the total amount of \$59,819.88;
2. That the Mayor is hereby authorized to approve payment to Stryker Sales, LLC, in the amount of \$19,939.96 each for Three (3) LUCAS Chest Compression System Devices with accessories, per Quote No. 11240788 dated March 9, 2026;
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 7th DAY OF APRIL, 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 April 7, 2026.

City Clerk



Orange Beach Fire Lucas 2 Sourcewell 041823

Quote Number: 11240788

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1
Prepared For: ORANGE BEACH FIRE DEPT
Attn:

Division: Medical
Rep: Christina Garner
Email: christina.garner@stryker.com
Phone Number:

Quote Date: 03/09/2026

Expiration Date: 06/07/2026

Delivery Address

Name: ORANGE BEACH FIRE DEPT
Account #: 20049081
Address: 25853 JOHN M SNOOK DR
ORANGE BEACH
Alabama 36561-3466

Sold To - Shipping

Name: ORANGE BEACH FIRE DEPT
Account #: 20049081
Address: 25853 JOHN M SNOOK DR
ORANGE BEACH
Alabama 36561-3466

Bill To Account

Name: ORANGE BEACH FIRE DEPT
Account #: 20049081
Address: 25853 JOHN M SNOOK DR
ORANGE BEACH
Alabama 36561-3466

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	3	\$17,815.76	\$53,447.28
2.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	3	\$622.05	\$1,866.15
3.0	11576-000071	LUCAS External Power Supply	3	\$330.85	\$992.55
4.0	11576-000046	LUCAS Disposable Suction Cup (3 pack)	3	\$125.45	\$376.35
5.0	11576-000060	LUCAS Desk-Top Battery Charger	3	\$1,045.85	\$3,137.55
				Equipment Total:	\$59,819.88

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$0.00
Grand Total:	\$59,819.88

Prices: In effect for 30 days

Terms: Net 30 Days



Orange Beach Fire Lucas 2 Sourcewell 041823

Quote Number: 11240788

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Division: Medical

Prepared For: ORANGE BEACH FIRE DEPT

Rep: Christina Garner

Attn:

Email: christina.garner@stryker.com

Phone Number:

Quote Date: 03/09/2026

Expiration Date: 06/07/2026

Shipping & Handling Includes:

Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 17, 2026**

Departments: Police Department

Description of Topic: Resolution authorizing the execution of a software service agreement with Governmentjobs.com, Inc., dba NEOGOV, for new employee background investigation services for the Police Department. (TJ)

Background/Description: The Vetted Background Investigation Program is a part of the suite of products that we currently utilize for our scheduling and FTO program. Vetted is designed to expedite and consolidate background investigations to increase efficiency and reduce redundancy, effectively shortening the hiring process and thereby aiding in recruitment.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-07-26 26-xxx Authorize Software Service Agreement NeoGov Background Check PowerVetted Police
2. 2026.03.12 Software Service Agreement NeoGov PowerVetted Background Investigation Police

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
SOFTWARE SERVICE AGREEMENT WITH
GOVERNMENTJOBS.COM, INC. (DBA NEOGOV)
FOR NEW EMPLOYEE BACKGROUND INVESTIGATION SERVICES
FOR THE POLICE DEPARTMENT**

FINDINGS:

1. The Police Department has requested background investigation services for new employees and recruits provided by the PowerVetted software available from NEOGOV.
2. After having reviewed the software service agreement (attached Exhibit A), the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute the Software Service Agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Governmentjobs.com, Inc., doing business as NEOGOV, 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 7th DAY OF APRIL, 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 April 7, 2026.

City Clerk

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-276187	Order #:	Q-456812
Customer:	Orange Beach Police Department (AL)	Valid Until:	4/14/2026
Effective Employee Count:	97		
Sales Rep:	Jared Goldberg		

Customer Contact			
Billing Contact:	Orange Beach Police Department (AL) Rodney Kirchharr	Shipping Contact :	Orange Beach Police Department (AL) Ashleigh Johnson
Billing Address:	Post Office Box 1039 Orange Beach, AL 36561	Shipping Address:	Post Office Box 1039 Orange Beach, AL 36561
Billing Contact Email:	rkirchharr@orangebeachal.gov	Shipping Contact Email:	ajohnson@orangebeachal.gov
Billing Phone:	2515970957	Shipping Phone:	2519235830

Payment Terms		Notes:
Payment Term:	Net 30	
PO Number:		

Subscription Service

Activate PowerVetted - Prorated
Subscription

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Vetted Subscription	Recurring	4/15/2026	3/31/2027	24	Usage Based	\$3,063.11
Background investigation software to manage process required for vetting a new employee. Provides centralized place to manage candidates through selection process for both recruiters and background investigators. Pricing for Vetted is based on the Quantity purchased where Quantity represents the anticipated use of the Vetted product taking into account Customer's historical use over the prior twelve month period. If Customer's usage exceeds the Quantity during a given subscription year, NEOGOV will adjust the pricing for any subsequent year to take into account Customer's increased usage based on Customer's actual usage in the twelve-month period preceding the new subscription year or in the case of a renewal term, the twelve month period preceding the generation of the renewal quote (or an annualization of usage if twelve months of usage are not yet available). For avoidance of doubt, nothing restricts NEOGOV from increasing its per unit pricing in the ordinary course of business.						
Vetted Setup	Services			24	Usage Based	\$1,575.00
Services to setup Vetted for an organization includes enabling the product, creating standard templates for PHS, questionnaires, correspondence and checklists; access to online training courses, online guidance from a NEOGOV implementation consultant during initial setup and implementation.						
Activate PowerVetted - Prorated Subscription TOTAL:						\$4,638.11
				Total:	\$4,638.11	

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are due upon the invoice due date. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc. a wholly owned subsidiary of Governmentjobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>.

Special Condition:

Pricing for Vetted is based on the Quantity purchased where Quantity represents the anticipated use of the Vetted product taking into account Customer's historical use over the prior twelve month period. If Customer's usage exceeds the Quantity during a given subscription year, NEOGOV will adjust the pricing for any subsequent year to take into account Customer's increased usage based on Customer's actual usage in the twelve-month period preceding the new subscription year or in the case of a renewal term, the twelve month period preceding the generation of the renewal quote (or an annualization of usage if twelve months of usage are not yet available). For avoidance of doubt, nothing restricts NEOGOV from increasing its per unit pricing in the ordinary course of business.

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Orange Beach Police Department (AL)

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 17, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a performance contract with Saucy Fuzz for musical entertainment at the 2026 Orange Beach Nest Fest. (FB/PW)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-07-26 26-xxx Authorize Performance Contract Saucy Fuzz Musical Entertainment 2026 Nest Fest
2. 2026.03.12 Performance Contract Musical Entertainment Saucy Fuzz 2026 Nest Fest

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PERFORMANCE CONTRACT WITH
SAUCY FUZZ
FOR MUSICAL ENTERTAINMENT AT THE 2026 ORANGE BEACH NEST FEST**

FINDINGS:

1. The City of Orange Beach Coastal Resources Department will host the 2026 Orange Beach Nest Fest at the Coastal Arts Center of Orange Beach on Sunday, May 31, 2026.
2. The City of Orange Beach (hereinafter the “City”) wishes to contract with a musical performer to provide entertainment for the duration of the event.
3. Saucy Fuzz is a local musical duo who provides entertainment for a variety of local events, including but not limited to parties, weddings, festivals, etc.
4. The City and Saucy Fuzz have reached an Agreement (attached Exhibit A) wherein Saucy Fuzz will provide musical entertainment during the 2026 Orange Beach Nest Fest.
5. 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 Saucy Fuzz, as an act for and on behalf of the City of Orange Beach, Alabama, subject to final approval by the City Attorney; and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 7th DAY OF APRIL, 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 April 7, 2026.

City Clerk

PERFORMANCE CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, an Alabama municipal corporation (the “City”) and Saucy Fuzz (sometimes hereinafter “Contractor”), as follows:

1. Recitals:

- a. Contractor is a band who provides music entertainment for various events.
- b. The City desires to engage Contractor to provide such services for the benefit of Orange Beach residents and visitors.
- c. 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 do hereby covenant and agree as follows.

2. Contractor’s Obligations:

- a. Contractor shall provide music entertainment at the 2026 Orange Beach Nest Fest at the Coastal Arts Center of Orange Beach for a total of four hours from 2:00 PM to 6:00 PM on May 31, 2026 or other time as provided for herein.
- b. Contractor shall provide their own instruments, microphones, speakers, cords, and other necessary sound equipment for the performance.
- c. Contractor must have an Orange Beach Business License.

3. City’s Obligations:

- a. City agrees to provide access to power and an indicated stage or stage area with cover to protect Contractor and Contractor’s equipment and instruments from adverse weather for the performance.

4. Compensation:

Contractor shall be compensated in the amount of One Thousand Five Hundred Dollars (\$1,500.00) within thirty (30) days following completion of Contractor’s obligation as set out in section 2. Payment by the City to Contractor by check shall be made payable to Mason Henderson, as representative of Contractor.

5. Term:

The term of this agreement shall begin on April 7, 2026, and terminate on the later of end of day, May 31, 2027, or following completion of Contractor’s obligations, unless terminated earlier in accordance with paragraph 10.

6. Independent Contractor:

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

which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefor.

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 such consent shall be granted or denied solely at City's discretion.

8. Insurance:

For the term of this Agreement, the Contractor shall acquire and maintain in full force and affect throughout the life of this agreement a policy or policies of insurance in coverages and amounts satisfactory to the City. Contractor shall provide the certificate of insurance to the City Clerk with the City being named as an additional insured or certificate holder as the City may require.

9. Indemnity:

Contractor agrees to indemnify and hold the City, its elected and appointed officials, officers, agents, and employees, harmless from all costs, liabilities and claims for damages of any kind, including interest and attorneys' fees, arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. This section is not as to third parties or to anyone a waiver of any defense of immunity or statutory damages cap otherwise available to Contractor or City and these defenses and matters may be raised in the City's behalf in any action or proceeding arising from this Agreement.

10. 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.

11. Termination:

This agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate.

12. Force Majeure:

Neither party shall be liable for any failure or delay in performing its obligations under this agreement due to a force majeure event. A 'force majeure event' shall mean any event beyond the reasonable control of the affected party, including but not limited to acts of God, war, or terrorism. In the event of a force majeure, the affected party shall promptly notify the other party of the event and its impact on the ability to perform. The affected party shall take all reasonable steps to mitigate the effects of the force majeure event. If the force majeure event continues for more than 10 days, either party may terminate the agreement.

13. Cancellation/Reschedule:

The City may cancel or reschedule any outdoor event when weather conditions may be detrimental to equipment, entertainers, or the public. If an event is cancelled, the City shall compensate 50% of the rate set forth herein. If an event is rescheduled, Contractor shall perform the terms set forth herein at the newly scheduled date within the term of this contract. If Contractor is unable to perform on the provided alternate date, no fees shall be due to Contractor hereunder.

14. 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.

15. Modifications:

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

16. 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 any party.

17. Laws Governing:

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

18. Permits, Licensing, 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.

Contractor gives City unrestricted right and permission to copyright, use, re-use, publish, and republish photographic portraits or pictures or audio or video recordings of Contractor, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever.

19. Copyrighted Materials:

Contractor will acquire all necessary licenses and 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.

20. Confidentiality:

Contractor (including its employees, agents, subcontractors) acknowledges that all confidential business and 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.

21. 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, Alabama 36561

With Required Copy to:

City Attorney
Post Office Box 458
Orange Beach, Alabama 36561

And to Contractor:

Saucy Fuzz
ATTN: Mason Henderson
2309 East 10th Street
Gulf Shores, AL 36542

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the _____ day of _____, 2026.

CITY OF ORANGE BEACH,
An Alabama Municipal Corporation

By: _____
Mayor Anthony T. Kennon

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR:

SAUCY FUZZ

By: _____
Mason Henderson, Authorized Representative

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, an Alabama Municipal Corporation, are signed to the foregoing agreement, and who are known to me, acknowledged 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 on the _____ day of _____, 2026.

(SEAL)

Notary Public
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 Mason Henderson, as authorized representative of Saucy Fuzz, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing, he/she, as such representative 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 on the _____ day of _____, 2026.

(SEAL)

Notary Public
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 17, 2026**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for a Burn Tower with Installation at the Fire Training Facility. (TR/JS)

Background/Description: Bid opening scheduled for April 2, 2026.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 17, 2026**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for Rifle Range Site Work. (TR/PW)

Background/Description: Bid opening scheduled for April 2, 2026.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 17, 2026**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for Tennis Court Resurfacing and Cabana Installation. (TR/NA)

Background/Description: Bid opening scheduled for April 2, 2026.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 17, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a performance contract with Mack Tucker for golf instruction services. (AA/NA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-07-26 26-xxx Authorize Performance Contract Golf Mack Tucker
2. 2026.03.12 Performance Contract Mack Tucker Golf

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PERFORMANCE CONTRACT WITH
MACK TUCKER FOR GOLF INSTRUCTION SERVICES**

FINDINGS:

1. The City of Orange Beach and Mack Tucker have reached an agreement (attached Exhibit A) whereby Mack Tucker will provide golf instruction services for the City of Orange Beach.
2. The City Council believes having a golf instructor available to provide lessons and skill-development classes serves the health, safety, and welfare of the public, and desires to engage Contractor to provide such services for the benefit of Orange Beach residents and visitors. Further, having golf instruction available to the City's Expect Excellence program and City School students is advantageous to the City.
3. 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 Mack Tucker, as an act for and on behalf of the City of Orange Beach, Alabama, subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 7th DAY OF APRIL, 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 April 7, 2026.

City Clerk

PERFORMANCE CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, an Alabama municipal corporation (the “City”) and Mack Tucker (sometimes hereinafter “Contractor”), as follows:

1. Recitals:

- a. Contractor is a golf teacher who provides instruction.
- b. The City desires to engage Contractor to provide such services for the benefit of Orange Beach residents and visitors.
- c. 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 do hereby covenant and agree as follows.

2. Contractor’s Obligations:

- a. Contractor shall offer golf lessons, and related skill-development classes at the Orange Beach Golf Center.
- b. Contractor shall provide, at no charge at least twenty five hours a year of golf instruction for public interest at the request of the Orange Beach Golf Center Coordinator and Parks and Recreation Director.
- c. Contractor must have an Orange Beach Business License.
- d. Contractor will schedule lesson times with the Orange Beach Golf Center prior to the lessons.
- e. Contractor will assist with open houses and small programs for the Golf Center.

3. City’s Obligations:

- a. City agrees to make available during normal operational hours an agreed portion of the range for the Contractor to provide lessons.
- b. City will provide an indoor space (Simulator room) during weather events. Contractor will schedule lesson times in this space with the Orange Beach Golf Center and it is subject to availability.
- c. City will provide tokens for Contractor if not needing a full basket of golf balls.

4. Compensation:

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

5. Term:

The term of this agreement shall begin on April 3, 2026, and end on April 3, 2027, unless terminated earlier in accordance with paragraph 10. This agreement may be renewed annually by resolution adopted by the City Council.

6. Independent Contractor:

- a. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

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

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 such consent shall be granted or denied solely at City's discretion.

8. Insurance:

- a. Contractor shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor under this Agreement, including the following, at a minimum:
 - i. Worker's compensation insurance as required by law; and
 - ii. Commercial general liability insurance with minimum coverage limits of \$100,000 per person and \$300,000 per occurrence, naming the City of Orange Beach and the City's officers, employees, and consultants as additional insured. The policy shall be with a carrier and in a form acceptable to the City at the City's sole discretion.
- b. Any insurance carried by the City, its officers, or its employees or contractors is excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.
- c. Contractor shall provide to the City a Certificate of Insurance as evidence that required policies are in full force and effect.

9. Indemnity:

Contractor agrees to indemnify and hold the City, its elected and appointed officials, officers, agents, and employees, harmless from all costs, liabilities and claims for damages of any kind, including interest and attorneys' fees, arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. This section is not as to third parties or to anyone a waiver of any defense of immunity or statutory damages cap otherwise available to Contractor or City and these defenses and matters may be raised in the City's behalf in any action or proceeding arising from this Agreement.

10. 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.

11. Termination:

This agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate.

12. 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.

13. Modifications:

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

14. 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 any party.

15. Laws Governing:

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

16. Permits, Licensing, 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.

17. Confidentiality:

Contractor (including its employees, agents, subcontractors) acknowledges that all confidential business and 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, Alabama 36561

With Required Copy to:
City Attorney
Post Office Box 458
Orange Beach, Alabama 36561

And to Contractor:
Mack Tucker
24830 Gulfstream Circle
Orange Beach, Alabama 36561

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the _____ day of _____, 2026.

CITY OF ORANGE BEACH,
An Alabama Municipal Corporation

By: _____
Mayor Anthony T. Kennon

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR:

By: _____
Mack Tucker

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, an Alabama Municipal Corporation, are signed to the foregoing agreement, and who are known to me, acknowledged 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 on the _____ day of _____, 2026.

(SEAL)

Notary Public
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 Mack Tucker, an individual, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing, she, as such owner 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 on the _____ day of _____, 2026.

(SEAL)

Notary Public
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 17, 2026**

Departments: City Clerk

Description of Topic: Resolution accepting a proposal from Byers, Byers & Associates, P.C., for FY2025 auditing services in an amount not to exceed \$79,850. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-07-26 26-xxx Authorize Professional Services Agreement Byers 2025 Audit
2. 2026.02.12 Audit Engagement Letter Byers FY2025

RESOLUTION NO. 26-xxx

**A RESOLUTION ACCEPTING A PROPOSAL FROM
BYERS, BYERS & ASSOCIATES, P.C., FOR FY2025 AUDITING SERVICES
IN AN AMOUNT NOT TO EXCEED \$79,850**

FINDINGS:

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

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

1. That the Mayor is hereby authorized and directed to execute the Engagement Letter Agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Byers, Byers & Associates, P.C., as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the Mayor is hereby authorized to approve payment to Byers, Byers & Associates, P.C., in an amount not to exceed \$79,850 to complete the work as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 7th DAY OF APRIL, 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 April 7, 2026.

City Clerk

Byers, Byers, and Associates P.C.

CERTIFIED PUBLIC ACCOUNTANTS

February 12, 2026

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

We are pleased to confirm our understanding of the services we are to provide for the City of Orange Beach, Alabama for the year ended December 31, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Orange Beach, Alabama as of and for the year ended December 31, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Orange Beach, Alabama's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Orange Beach, Alabama's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

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

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

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

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

28180 N. Main St.
Daphne, AL 36526

Phone: (251) 621-8757
Fax: (251) 621-9223

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

Auditor’s Responsibilities for the Audit of the Financial Statements and Single Audit

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

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

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

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

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

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

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

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

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

Audit Procedures—Internal Control

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

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

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

Audit Procedures—Compliance

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

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

Responsibilities of Management for the Financial Statements and Single Audit

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

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

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

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

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

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

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

Other Services

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

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

Engagement Administration, Fees, and Other

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

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

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

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

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

J. Corey Nelson, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately May 13, 2026.

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

Reporting

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

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

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

Very truly yours,



Byers, Byers & Associates, P.C.

RESPONSE:

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

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 17, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of an agreement with the Pensacola and Perdido Bays Estuary Program, Inc., for implementation of the water quality monitoring collaborative network project. (WS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-07-26 26-xxx Authorize Agreement Pensacola Perdido Bays Estuary Program Water Quality Monitoring
2. 2026.03.12 Implementation Agreement Pensacola Perdido Bays Estuary Program Water Quality Monitoring

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE
PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM, INC.
FOR IMPLEMENTATION OF THE
WATER QUALITY MONITORING COLLABORATIVE NETWORK PROJECT**

FINDINGS:

1. Pensacola and Perdido Bay Estuary Program, Inc., (hereinafter “PPBEP”) is a local organization whose key mission involves the preservation, restoration, improvement, and maintenance of the natural habitats and ecosystems found within the bays. Estuaries and watersheds and Pensacola and Perdido Bays.
2. PPBEP was recently granted the U.S. Environmental Protection Agency Grant Agreement Number 05D42125 for the implementation of the Water Quality Monitoring Collaborative Network Project (hereinafter the “Project”).
3. The City of Orange Beach, Alabama (hereinafter the “City”), and PPBEP have reached an Agreement (attached Exhibit A) wherein the City will perform tasks as outlined in the Project Workplan and Budget (attached Exhibit B) in exchange for reimbursement of costs, direct expenses, and any other related charges in an amount not to exceed Thirty One Thousand Fifteen Dollars and Seventy Two Cents (\$31,015.72).
4. After having reviewed the attached Agreement, Project Workplan, and Budget, 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 Pensacola and Perdido Bay Estuary Program, Inc., 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 7th DAY OF APRIL, 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 April 7, 2026.

City Clerk

**AGREEMENT RELATING TO THE WATER QUALITY MONITORING COLLABORATIVE
NETWORK PROJECT**

THIS AGREEMENT is made and entered into by and between The City of Orange Beach Alabama, (hereinafter referred to as "The City"), with administrative offices located 4099 Orange Beach Boulevard, and Pensacola and Perdido Bays Estuary Program, Inc., a nonprofit operating as an instrumentality of government authorized to conduct business in the State of Florida (hereinafter referred to as "PPBEP"), FEI/EIN 93-1499384, whose principal address is 226 South Palafox Place, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, the U.S. Environmental Protection Agency (EPA) awarded EPA Grant Agreement Number 05D42125 (**Exhibit B**) to PPBEP for the Water Quality Monitoring Collaborative Network Project (hereinafter referred to as the "Project"); and

WHEREAS, PPBEP desires to enter into an Agreement with the Subrecipient to assist with completion of the Project as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, PPBEP and the Subrecipient agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Scope. Subrecipient will perform the tasks outlined in the Project Workplan and Budget, attached hereto and incorporated herein as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement will prevail.

This Project shall be funded, in whole or in part, by grant funding provided through the U.S. EPA. The Subrecipient shall complete the Project in accordance with the terms of the Standard Grant Agreement by and between the EPA and PPBEP, Grant Number 05D42125 (hereinafter referred to as the "Grant Agreement"). By executing this Agreement, the Subrecipient acknowledges that it has received a copy of the Grant Agreement and shall comply with all applicable provisions of the Agreement. In addition to the foregoing, performance under this Agreement may be subject to the applicable provisions of 2 C.F.R. Part 200 entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

3. Compensation. In exchange for the Subrecipient's provision of the scope of services referenced above, PPBEP will reimburse for Project tasks in accordance with the Project Budget provided in **Exhibit A**. The total fee for all such services to be performed by the Subrecipient, including costs, direct expenses, and any other charges, shall not exceed \$31,015.72, which is solely available from funding provided pursuant to EPA Grant Agreement Number 05D42125.
4. Method of Payment/Billing. The Subrecipient may request payment from PPBEP on a quarterly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services rendered with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Pensacola and Perdido Bays Estuary Program
Attention: Operations Manager

226 Palafox Place
Pensacola, FL 32502

Invoices may be submitted electronically to info@ppbep.org.

Payments under this Agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

5. Period of Performance. This Agreement shall commence upon the date last executed and expire on September 30, 2028, unless earlier terminated as provided herein. Unless otherwise agreed to by the parties, the Project shall be completed on or before September 30, 2028.

6. Reporting. The Subrecipient shall provide PPBEP with a quarterly report of all Project activities including a narrative summary and financial statement. The Subrecipient's reporting obligation will survive the termination/expiration of the Agreement and continue until all information relating to the performance of the Project has been reported to PPBEP. The Subrecipient will also provide PPBEP with any additional information as required to substantiate Project activities or expenditures.

7. Termination. PPBEP retains the right to terminate this Agreement immediately for cause or for lack of funding at any time during the term of the Agreement. This Agreement may be terminated for convenience by PPBEP upon providing thirty (30) days written notice to the Subrecipient. This Agreement may be terminated for cause by the Subrecipient upon providing ninety (90) days written notice to PPBEP. In the event of termination by either party as provided herein, the Subrecipient shall be paid for services provided through the date of termination, but the Subrecipient shall not be entitled to any other recovery against PPBEP.

8. Liability. Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents, within the limits prescribed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, F.S.

9. Independent Contractor Status. In the performance of this Agreement, the Subrecipient is an independent contractor. The Subrecipient shall not hold itself out as an employee, agent or servant of PPBEP; and the Subrecipient shall not have the power or authority to bind PPBEP in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of PPBEP. Notwithstanding the provisions herein, Subrecipient acknowledges and agrees that this Agreement does not alter the Subrecipient's relationship with, or obligations to, PPBEP arising from Subrecipient's status as a party to the Interlocal Agreement under which PPBEP was formed.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice will be made to each party as follows:

To: PPBEP, Inc.
Attention: Matt Posner
226 South Palafox Place, 5th Floor

To: The City of Orange Beach
Attention: Grants Manager
4697 Walker Avenue

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, will be deemed to be receipt of the notice sent. Either party will have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue will be in the County of Escambia.

12. Public Records. The Subrecipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Subrecipient shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Subrecipient shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, the Subrecipient agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Subrecipient fails to abide by the provisions of Chapter 119, Florida Statutes, PPBEP may, without prejudice to any right or remedy and after giving the Subrecipient seven (7) days written notice, during which period the Subrecipient still fails to allow access to such documents, terminate the contract. In such case, the Subrecipient shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by PPBEP may be deducted from any payments left owing the Subrecipient.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Executive Director
Pensacola and Perdido Bays Estuary Program
226 Palafox Place, 5th floor
Pensacola, Florida 32502
(850) 595-0820
mjposner@ppbep.org**

13. Ownership of Documents. Drawings, specifications, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Subrecipient in connection with this Agreement are and shall remain the property of the PPBEP whether the Project is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. The Subrecipient acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. The Subrecipient agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement. The Subrecipient shall at all times maintain appropriate licensing, certification, and registration while performing services pursuant to this Agreement.

16. E-Verify. In accordance with §448.095, Florida Statutes, the Subrecipient shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security (USDHS) to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If the Subrecipient enters into a contract with a subcontractor performing work or providing services on its behalf, the Subrecipient shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify Program can be obtained via the internet at USDHS website: <http://www.dhs.gov/E-Verify>.

17. Prohibition against Contracting with Scrutinized Companies. In accordance with §287.135, Florida Statutes, by executing this Agreement, the Subrecipient hereby certifies that it is not on the *Scrutinized Companies that Boycott Israel List* created pursuant to §215.4725, Florida Statutes, and is not engaged in a *boycott of Israel* as defined in §215.4725, Florida Statutes. Further, the Subrecipient acknowledges that if it is found to have submitted a false certification, has been placed on the *Scrutinized Companies that Boycott Israel List*; or has been engaged in a *boycott of Israel* then the Subrecipient reserves the right to immediately terminate this Agreement.

18. Foreign Gifts/Contracts. In accordance with §286.101, Florida Statutes, by executing this Agreement, the Subrecipient certifies it has timely disclosed any current or prior interest of, contract with, or grant or gift received from a “foreign country of concern” as defined in §286.101(1)(b), Florida Statutes, if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in effect during the previous five (5) years. Reporting information can be obtained via the internet at the Department of Financial Services website: <http://www.myfloridacfo.com/Transparency>.

19. Assignment. This Agreement, or any interest herein, will not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Subrecipient without the prior written consent of PPBEP.

20. Severability. If any term or condition of this Agreement is invalid or unenforceable, the remainder of the terms and conditions of this Agreement will remain in full force and effect.

21. Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

22. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties hereto.

23. Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural includes the singular. References to statutes or regulations will include all statutory or

regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons will include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.

(b) This Agreement will not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

24. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

City of Orange Beach, Alabama

ATTEST:

By: _____
Tony Kennon, Mayor

Date: _____

BCC Approved: _____

Renee Eberly, City Clerk

PPBEP:

By: _____
Matthew J. Posner, Executive Director

Witness: _____

Witness: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 17, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a change order to accept partial credits on Two Ambulances and add the purchase of Two Ambulance Cots for the Fire Department from Safe Industries in an additional amount not to exceed \$27,278. (JS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-07-26 26-xxx Authorize Change Order Purchase Two Ambulances Cots Fire H-GAC
2. 2026.02.25 Change Order Safe Industries Fire Ambulances Cots Stretchers

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
CHANGE ORDER TO ACCEPT PARTIAL CREDITS ON TWO AMBULANCES AND
ADD THE PURCHASE OF TWO AMBULANCE COTS FOR THE FIRE DEPARTMENT
FROM SAFE INDUSTRIES
IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$27,278**

FINDINGS:

1. On January 16, 2024, Orange Beach City Council adopted Resolution No. 24-013 authorizing the purchase of Two Ambulances for the Fire Department through the Houston-Galveston Area Council Purchasing Cooperative from Southern Emergency Consultants, LLC, in the amount of \$997,000.
2. Southern Emergency Consultants, LLC, has since been acquired by Safe Industries.
3. Safe Industries has offered a credit of \$9,801 per ambulance, for a total credit of \$19,602.
4. The Fire Department would like to use the credit towards the purchase of Two (2) Ambulance Cots.
5. Safe Industries has provided a change order (attached Exhibit A) per the Fire Department's request.
6. After the change order, the final cost of each Ambulance is \$477,814, for a total of \$955,628 for Two (2) Ambulances, and the cost of each Ambulance Cot is \$34,336, for a total of \$68,672 for Two (2) Ambulance Cots.
7. After reviewing the change order, City Council has determined that the change order is 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 to execute the change order now before the Council with Safe Industries for the Fire Department with an increase in the monetary amount for the City of Orange Beach by an amount not to exceed \$27,298.00 for the reasons so stated by and as an act for and on behalf of the City of Orange Beach;
2. That the Mayor is hereby authorized to approve payment to Safe Industries in the amount of \$27,278.00, per the change order, which is the remaining balance for the purchase of Two (2) Ambulances with options and Two (2) Ferno POWER X2 Ambulance Cots;
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 7th DAY OF APRIL, 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 April 7, 2026.

City Clerk



**SAFE
INDUSTRIES**

Horton Change Order

Customer Name	Orange Beach Fire Department	<p>In some cases, the items contained within alter your original purchase specification and/or price. Please carefully review this list and return a signed copy of this letter by March 10, 2026. Delays beyond this timeframe may alter Horton's ability to deliver your apparatus to contract requirements, may necessitate price increases to the options, or limit our ability to provide some or all of the changes. Upon receipt of a signed copy of these documents, the changes and clarifications will be amended to the build specification for your apparatus and a copy will be provided for your review and use for future inspections of the apparatus. Please read, fill out, and sign the attached Change Order form.</p>
Address		
Change Order #		
Date	2.25.2026	
Truck #	22243 - 22244	

Change Item #	Add/ Remove/ Clarification	Part #	Item Description	Ext Cost/ Credit Per Truck	Select or Write In Yes or No
1	Delete		DELETE Horton SR00258006 Ferno Inline 86 WUPF Mount with Universal Floor Plate & Integral Charger.	(\$19,602.00)	Yes
2	Add		Horton Universal Floor Plate Kit (0800643)	\$1,380.00	Yes
3	Add		Horton ICS DC No Charger - wiring for load system so stretcher will charge when locked in. (0567082)	\$166.00	Yes
4	Add		Horton Ferno Power F2 W PWD Power Loading System with PowerDrive Feature (0567091)	\$56,176.00	Yes
5	Delete		Safe Industries provided INX INLINE W/SX SHIP KIT Kit Includes: iNX Power-Loading Stretcher System, Surface Extenders/Side Wings, 36V Battery, Charger & Charger Adapter, Directional Wheel Locks & O2 Holder, INX/MONDIAL MB 3 STAGE IV POLE, INX TELESCOPING FRAME STO-NET The storage net keeps your supplies at your fingertips. Located at the head end of the cot and extends and expands with the telescoping frame. KIT, BACKREST PANEL MNT HOOK Equipment Holder for the iNX Stretcher which allows users to hang equipment (monitors, etc.) from the backrest of the stretcher. INX LOAD END FLIP OUT HANDLES - head end handles on the stretcher SIDE LIFT HANDLE PAIR - side handles on the stretcher INX BATTERY 30% CHARGE - Extra iNX Battery (36Volt) to have as a back up- INX PM Each iNX Stretcher includes (2) FREE PMs (preventative maintenance) - one per year during their 2 year factory warranty period. This helps keep your equipment in good working condition.	(\$79,944.00)	Yes
6	Add		Install customer supplied monitor mount on countertop per EST49640	\$450.00	Yes
7	Add		Ferno 0015816 Power X2 stretcher per est 50243	\$68,672.00	Yes
8					
9			***Charge is total for two (2) trucks***		

Change Order Total \$27,298.00

Authorized Signature of the Purchaser			
Printed Name			
Title			
Date			



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 17, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the Mayor to negotiate the terms of the sale of the Orange Beach Event Center at the Wharf. (FH/JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-07-26 26-xxx Authorize Sale Real Property Event Center

RESOLUTION NO. 26-xxx

A RESOLUTION AUTHORIZING THE MAYOR TO NEGOTIATE THE TERMS OF THE SALE OF THE ORANGE BEACH EVENT CENTER AT THE WHARF

FINDINGS:

1. Ordinance No. 2026-xxxx adopted by Orange Beach City Council on _____, 2026, declared the Orange Beach Event Center at the Wharf (hereinafter the “OBEC”) as unneeded city-owned real property for municipal purposes and authorized the disposition thereof.
2. The City desires to sell the OBEC in order to provide funding for the construction of a new Civic Center.
3. The City has identified one or more potential buyers interested in purchasing the OBEC.
4. The City Council has determined that authorizing the Mayor to negotiate on its behalf for the sale of the OBEC is in the best interest of the City of Orange Beach.

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 entertain offers to purchase said property; to obtain any necessary appraisals; to present counter-offers; and to otherwise negotiate the terms and conditions of said sale; provided, however, that all such offers or counter-offers shall be expressly conditioned upon the approval of the City Council;
2. That no contract for the purchase or sale of the real property subject to this Resolution shall be effective or binding on the City of Orange Beach until such time as it has been duly ratified, approved, and authorized by the City Council; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 7th DAY OF APRIL, 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 April 7, 2026.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 17, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the Mayor to negotiate the purchase of real property. (FH/JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-07-26 26-xxx Authorize Negotiation Real Property Purchase Russian Road

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE MAYOR TO
NEGOTIATE THE PURCHASE OF REAL PROPERTY**

FINDINGS:

1. The City desires to purchase property for the purpose of the expansion of City facilities.
2. The City has identified one or more parcels on Russian Road which are contiguous to City-owned property and may be appropriate for these purposes.
3. The City Council has determined that authorizing the Mayor to negotiate on its behalf for the purchase of said property is in the best interest of the City of Orange Beach.

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 make a formal offer to purchase said property; to obtain any necessary appraisals; to entertain counter-offers; and to otherwise negotiate the terms and conditions of said purchase; provided, however, that all such offers or counter offers shall be expressly conditioned upon the approval of the City Council;
2. That no contract for the purchase or sale of the real property subject to this Resolution shall be effective or binding on the City of Orange Beach until such time as it has been duly ratified, approved, and authorized by the City Council; and
3. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 7th DAY OF APRIL, 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 April 7, 2026.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 17, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a performance agreement with McLean Motor Sports Productions, LLC, for a Spring 2026 "Bama Coast Cruisin'" car show event. (MA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-07-26 26-xxx Authorize Performance Agreement McLean Motor Sports Productions Bama Coast Cruisin Spring Car Show 2026
2. 2026.03.12 Performance Agreement McLean Motor Sports Productions Bama Coast Cruisin

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PERFORMANCE AGREEMENT WITH MCLEAN MOTOR SPORTS PRODUCTIONS, LLC
FOR A SPRING 2026 “BAMA COAST CRUISIN” CAR SHOW EVENT**

FINDINGS:

1. The City wishes to engage McLean Motor Sports Productions, LLC, an Alabama limited liability company, to provide a car show event entitled “Bama Coast Cruisin” in the Spring of 2026.
2. After having reviewed the performance agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
3. The term of this agreement shall be effective on and after its adoption by the City Council and execution by the Mayor, and shall continue in full force and effect through the completion of the event being held on or about April 23-25, 2026.

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 Performance Agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and McLean Motor Sports Productions, LLC, as an act for and on behalf of the City of Orange Beach, subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 7th DAY OF APRIL, 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 April 7, 2026.

City Clerk

PERFORMANCE AGREEMENT

This Performance Agreement is entered into by and between the City of Orange Beach, Alabama, an Alabama Class 8 municipal corporation (“the City”) and McLean Motor Sports Productions, LLC, an Alabama limited liability corporation (“the Contractor”).

1. The Contractor is an Alabama based organization whose primary business is producing and promoting car shows. The Contractor is the only Alabama based company providing this service.
2. The Gulf Coast is the location of many events that have a significant positive economic impact on the City and its businesses, while promoting a family friendly environment.
3. The City wishes to have a free-to-the-public event car show. The event is entitled Bama Coast Cruisin’ in the City of Orange Beach (“the Event”), which event is expected to draw support and participation from local citizens and businesses as well as draw visitors and guests to the City. The event will promote the health, safety, morals, security, prosperity, contentment and general welfare of the community by boosting public morale and stimulating the local economy thru increased revenues for businesses, the City, and the Gulf Coast.
4. The Contractor will hold the Event at the Orange Beach Event Center and the Wharf properties adjacent to the Event Center.
5. The City wishes to engage Contractor to enhance the wellbeing and quality of life of local citizens, and to advertise and promote the City and the Alabama Gulf Coast through this Event.

NOW, THEREFORE:

6. In consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the Contractor, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the City and the Contractor covenant and agree as follows:

Contractor’s Obligations

7. Contractor agrees to host the Bama Coast Cruise Event at the Orange Beach Event Center on or about April 23-25, 2026. 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.
8. Contractor shall submit to the City the following information:
 - a. A description of the event;
 - b. Photographs of the event that includes photographs of the crowds in attendance, entertainment, booths, and any other activities;
 - c. Screen shots that display the use of social media, including but not limited to blogs, “likes”, and comments or reviews on visitor and local citizen experiences, such as Facebook, X, or other social media sites, copies of flyers, magazine or print ads;
 - d. Materials that support the effectiveness of the City’s support of this event, including estimates of the number of attendees at the event, the number of visitors to the City, the impact of the event on visitor spending, the impact of the event on hotel or other lodging occupancies, or other economic or tourism impacts on the City directly attributed to the event.
9. Contractor shall provide staff to set up, operate and tear down the audio / outdoor sound system provided by the City during the Event. These operators must be duly qualified and approved by the City. If said staff is not approved by the City, Contractor must hire a City approved outside third-party to operate the audio / outdoor sound system.

10. Contractor shall inspect all City sound equipment at delivery and be liable for any damages incurred as part of set up, use and tear down of the equipment.
11. Contractor shall utilize sound equipment to make public service announcements, public safety announcements and event notifications. All announcements and or music played shall be appropriate for all ages (contain no profanity, etc.).

City's Obligation

12. The City will provide Contractor the following in-kind services:
 - a. Audio / outdoor sound system support for the Event, including speakers, cords, cable ramps, mixing board and a member of the City staff to supervise installation and operation during the Event and removal of the system after the Event;
 - b. Tables – 8 tables;
 - c. Barricades – approx. 100 barricades for public safety control;
 - d. Trash cans – 8 large trash cans and liners; and
 - e. Traffic cones – 12 orange traffic cones.

Terms

13. This Agreement shall be effective on and after its adoption by the City Council and execution by the Mayor and shall continue in full force and effect through the completion of the event. Contractor's obligation to document the event as required by paragraph 8 shall survive the expiration or termination of this Agreement.
14. Notwithstanding anything written herein to the contrary, all commitments made herein by the City are subject to the discretion of the City. If at any time the City determines that a public need arises that requires the denial or withdrawal of any in-kind service, then the City shall no longer be obligated or required to provide such in-kind services.
15. Indemnification: Contractor agrees to indemnify and hold harmless the City, its elected officials, agents, servants and employees, from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind which arise from, or which are in any way related to the event, including any reasonable attorneys' fees, expenses or costs incurred by the City as a result of any enforcement of compliance with this Agreement or defending any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.
16. No Joint Venture: Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Contractor, and shall not be liable for any debts or obligations incurred by Contractor, nor shall the City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Contractor, or sums earned or derived by the Contractor, nor shall Contractor at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.
17. Independent Contractor. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the 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 manner in which services by the Contractor, provided for herein, are performed, but on the contrary, the Contractor shall be wholly responsible therefore.

18. Agreement not Assignable. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for the City's having entered in this Agreement. Therefore, Contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein, without the prior written consent of the City, which such consent shall be granted or denied solely at the City's discretion.
19. Compliance with Law. Contractor hereby agrees to strictly comply with all ordinances of the City and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.
20. Termination. Either party may terminate this Agreement at any time, with or without cause, by notifying the other party of its intent to terminate. Termination shall be effective on the date notice is delivered either in person, or by mail (or by courier service).
21. Non-Discrimination. Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with this Event.
22. Insurance. Contractor shall maintain in full force and effect, liability and comprehensive insurance coverage for the Event, a copy of the certificate of insurance naming the City as an additional insured, being attached hereto. Said insurance coverage will not be altered or terminated without 30 days prior written notice to the City.
23. Notices. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following addresses:
 - To the City:
 - City Clerk
 - City of Orange Beach
 - Post Office Box 458
 - Orange Beach, Alabama 36561
 - With a required copy to:
 - City Attorney
 - City of Orange Beach
 - Post Office Box 458
 - Orange Beach, Alabama 36561
 - To the Contractor:
 - Mr. Adam McLean
 - President
 - McLean Motor Sports Productions, LLC
 - 2107 N. Grande View Lane
 - Alabaster, Alabama 35114
24. 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.
25. Modifications. Any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the party against whom enforcement is sought.
26. 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 any party.

27. 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.

Dated this ____ day of _____, 2026.

CITY OF ORANGE BEACH, ALABAMA
A Municipal Corporation

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

MCLEAN MOTOR SPORTS PRODUCTIONS, LLC

By: _____
Adam McLean, President

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, Mayor and City Clerk respectively, of the City of Orange Beach, an Alabama municipal corporation, whose names are signed to the foregoing agreement, and who are known to me, acknowledged 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 _____, 2026.

(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 Adam McLean, as President of McLean Motor Sports Production, LLC, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this the ____ day of _____, 2026.

(SEAL)

Notary Public, State of Alabama
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 17, 2026**

Departments: Community Development

Description of Topic:

Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0403-PUD-26, Pirates Voyage PUD. (Suggested date 4/21/2026) (GP)

Background/Description: Kadre Engineering, on behalf of Beech Camper & Mobile Home Park Inc., requests preliminary and final PUD approval to rezone 24+ acres from Mobile Home Park (MHP) to Planned Unit Development (PUD) with the initial phase on 13+ acres featuring a 59,000-SF dinner theater. The property is located at 4224 Orange Beach Boulevard.

Action Options/Recommendation: The Planning Commission will consider this application at its regular meeting on April 13, 2026.

Source of Funding (if applicable): N/A

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 17, 2026**

Departments: Community Development

Description of Topic: Set a public hearing date for consideration of conditional use approval, Case No. 0401-CU-26, Bayside Orange Beach Garages, Phase 2. (Suggested date 4/21/2026) (GP)

Background/Description: Bayside Orange Beach LLC requests conditional use approval for the second phase of its development consisting of the south building. The property is located at 24701 Pelican Place in the General Business (GB) zoning district.

Action Options/Recommendation: The Planning Commission will consider this application at its regular meeting on April 13, 2026.

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 17, 2026**

Departments: City Clerk

Description of Topic: Ordinance declaring the Orange Beach Event Center at the Wharf as unneeded city-owned real property for municipal purposes and authorizing the disposition thereof. (FH/JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2026-xxxx Declare Surplus Real Property Authorize Sale Agreement Event Center

ORDINANCE NO. 2026-xxxx

**AN ORDINANCE DECLARING THE ORANGE BEACH EVENT CENTER AT THE WHARF
AS UNNEEDED CITY-OWNED REAL PROPERTY FOR MUNICIPAL PURPOSES AND
AUTHORIZING THE DISPOSITION THEREOF**

FINDINGS:

1. The City of Orange Beach, Alabama, currently owns certain tracts of real property referred to collectively as the Orange Beach Event Center at The Wharf (hereinafter the “OBEC”).
2. Those properties are more accurately identified within the Baldwin County Revenue Commissioner’s records as (i) PIN 312232, Parcel Number 05-66-01-01-2-001-003.015 and (ii) PIN 312234, Parcel Number 05-66-01-01-2-001-003.017.
3. Ala Code 1975 §11-47-20 provides the authority to direct the disposal of real property not needed for public or municipal purposes by Ordinance entered into the minutes of the City Council.
4. Ownership of the OBEC property is no longer needed to fulfill public purposes, is no longer in the best interests of the City, and does not provide public benefit sufficient to justify ownership by the City.
5. It is anticipated that proceeds from the sale of the OBEC will be used for the construction of a new Civic Center, ownership, use, and operation of which will fulfill a public purpose and better meet the needs of the City. Needs will be better served by a Civic Center more centrally located to other City operations, smaller scale spaces to afford local organizations and citizens the opportunity to utilize the Center, and more feasible, economical management by City staff, while sale of the OBEC will enhance local tax revenue streams further offsetting expenses.

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

1. That it is hereby established and declared that ownership of the following described real property of the City of Orange Beach, Alabama, is no longer needed for municipal purposes:
 - a. Parcel Number 05-66-01-01-2-001-003.015, PIN 312232
 - b. Parcel Number 05-66-01-01-2-001-003.017, PIN 312234
2. That the Mayor and City Clerk are hereby authorized to execute, deliver, seal and attest such other agreements, undertakings, documents, closing statements, affidavits and certificates, and to take such other actions on behalf of the City as may be necessary or desirable to carry out the transaction contemplated by this Ordinance and any ancillary agreements as further approved by this Council; and
3. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 7th DAY OF APRIL, 2026.

Renee Eberly
City Clerk

Ordinance No. 2026-xxxx (cont'd)

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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