



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Regular Council Meeting 06/16/2026
2. Committee of the Whole 06/16/2026
3. Special-Called Council Meeting 06/29/2026
4. Work Session 06/30/2026

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

1. Discuss approval of a 5% match for the Jubilee Point Road Elevation project proposal under the Local Government Recovery Infrastructure Program. (NW)

Resolutions

1. Resolution authorizing execution of a mutual aid agreement with Lifeguard Ambulance Service, LLC, dba Medstar EMS. (JS)
2. Resolution appropriating funds to CARE House, Inc., dba Baldwin County Child Advocacy Center, in the amount of \$10,000 for FY2026. (FH/JL)

3. Resolution authorizing the execution of a Memorandum of Understanding between the City of Orange Beach and the Baldwin County Sheriff's Office to assign municipal police officers to participate in the Baldwin County Drug Task Force. (TJ)
4. Resolution authorizing the purchase of Two Utility Vehicles for the Police Department through Sourcewell from Baldwin County Victory Polaris, LLC, in the amount of \$44,853. (TJ)
5. Resolution approving a temporary permit for a portable building located at Orange Beach Marina, 27075 Marina Road. (GP)
6. Resolution authorizing a franchise for ONE LOVE SHUTTLE LLC to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. (TC)
7. Resolution authorizing a franchise for Granbury Executive Transport, LLC, to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. (TC)
8. Resolution adopting a City Seal Style Guide for the City of Orange Beach, Alabama. (MA)
9. Resolution authorizing the City of Orange Beach to prosecute claims in multi-district litigation against certain fire apparatus manufacturers and related entities and industry trade associations. (JL)
10. Resolution accepting a negotiated price for Exotic Invasive Plant Species Removal, Native Landscaping, Monitoring and Education for the Coastal Resources Department. (PW/TR)
11. Resolution awarding the bid for a Work Skiff for the Coastal Resources Department. (PW/TR)
12. Resolution authorizing the execution of a performance contract with Brandy Reeves for tennis instruction services. (NA/KL)

Public Hearings

1. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0305-PUDA-26, Columbia Southern University PUD Modification, New Freestanding Sign. (Suggested date 8/4/2026) (GP)
2. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0704-PUDA-26, AC Hotel by Marriott Orange Beach PUD Modification - Parking Layout Amendment on July 21, 2026.
3. Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0403-PUD-26, Pirates Voyage PUD on July 21, 2026, has been canceled. - Withdrawn by applicant.

Ordinances

1. Ordinance amending Chapter 50, Article XIII of the Code of Ordinances of the City of Orange Beach, Alabama, entitled "Recreational Vehicle Rentals". (JL)

2. Ordinance amending Chapter 70 of the Code of Ordinances for the City of Orange Beach, Alabama, to add a new Article IX entitled, "Bicycles, Micromobility Devices, and Electric Motorcycles". (JL)

Executive Session

1. ADDITION: Executive session to discuss pending litigation.

V. Public Comments

VI. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
JUNE 16, 2026 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

I. CALL TO ORDER Mayor Kennon called the meeting to order at 5:01 P.M.

II. INVOCATION Pastor Jimmy Brown, Cornerstone Church

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

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

Absent: None

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Regular Council Meeting 05/19/2026
Committee of the Whole 05/19/2026

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

- | | |
|---|------------|
| 1. <u>City Administrator – Ford Handley</u> | No report. |
| 2. <u>Chief, Police Department – Trent Johnson</u> | No report. |
| 3. <u>Chief, Fire Department – Jeff Smith</u> | No report. |
| 4. <u>City Clerk – Renee Eberly</u> | No report. |
| 5. <u>Executive Director, Coastal Resources – Phillip West</u> | No report. |
| 6. <u>Executive Director, Community Development – Adam Roberson</u> | No report. |
| 7. <u>Executive Director, Human Resources – Michelle Bugos</u> | No report. |
| 8. <u>Executive Director, Parks & Recreation – Nicole Ard</u> | No report. |
| 9. <u>Executive Director, Public Works – Tim Tucker</u> | No report. |
| 10. <u>Librarian, Public Library – Meagan Bing</u> | No report. |
| 11. <u>Director, Municipal Court – Pam Davis</u> | No report. |
| 12. <u>Mayor/Council</u> | No report. |

VIII. AUDITING OF ACCOUNTS

Motion made (Harrelson/Silvers) 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; Kennon, aye. **Motion passed. (5-0).**

Motion made (Harrelson/Stuart) 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; Kennon, aye. **Motion passed. (4-0-1).**

IX. PRESENTATIONS

1. Proclamation to declare July 2026 as Parks and Recreation Month. Renee Eberly, City Clerk, read the proclamation aloud. Nicole Ard, Parks and Recreation Director, accepted the proclamation, recognized her staff committee, and shared a calendar of upcoming events.
2. Announcement by Amanda Vogel about upcoming National Celebrate Life Day event at Waterfront Park Pier on Saturday, June 20, 7:30-8:30 P.M. Amanda Vogel, resident, promoted a pro-life group at the Island Church started by her and fellow resident, Krista Jones. She invited the public to attend the upcoming event.

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

Miscellaneous

1. Election of Chairman Pro Tempore. **Motion made (Harrelson/Stuart) to elect Jeff Silvers as Chairman Pro Tempore.** Roll call vote revealed: Silvers, aye; Robertson, aye; Harrelson, aye; Stuart, aye; Kennon, nay. **Motion passed. (4-1).**
2. Approval of a Retail Beer (On or Off Premises) and Retail Table Wine (On or Off Premises) Liquor License Application by Vlad Moldoveanu for Mediterranean Sandwich Co. LLC at 25908 Canal Road, Suite F. **Motion made (Silvers/Harrelson) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**

Resolutions

1. Resolution declaring a vacancy in the office of City Council Place No. 3 of the City of Orange Beach, Alabama. **Motion made (Stuart/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution to fill the vacancy in the office of City Council Place No. 3 of the City of Orange Beach, Alabama. **Motion made (Kennon/Robertson) to elect Nelson Bauer to fill the vacancy.** Roll call vote revealed: Silvers, nay; Robertson, aye; Harrelson, nay; Stuart, nay; Kennon, aye. **Motion failed. (2-3).** **Motion made (Stuart/Silvers) to elect Pat Simpson to fill the vacancy.** Roll call vote revealed: Silvers, aye; Robertson, aye; Harrelson, aye; Stuart, aye; Kennon, nay. **Motion passed. (4-1).**
3. Resolution authorizing the purchase of a Dispatch Radio Console for the Police Department through State Bid from Motorola Solutions, Inc., in the amount of \$39,007.20. **Motion made (Silvers/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution authorizing the purchase of Office Furniture for the Fire Department through State Bid from McAleer's Office Furniture Company, Inc., in the amount of \$59,108.96. **Motion made (Stuart/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution authorizing submittal of a FY2025 Assistance to Firefighters Grant Application for the purchase of SCBA Units. **Motion made (Harrelson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution authorizing submittal of a Staffing for Adequate Fire and Emergency Response (SAFER) grant application. **Motion made (Silvers/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution amending the Fee Schedule for the Coastal Arts Center of Orange Beach. **Motion made (Harrelson/Stuart) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

8. Resolution authorizing the execution of a use agreement with Blue Marlin Grand Championship, LLC, for safety barricades during the 2026 Blue Marlin Grand Championship event. **Motion made (Silvers/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
9. Resolution authorizing the execution of a task order with Sawgrass Consulting, LLC, to provide professional services for Orange Beach Recreation Complex Improvements in an amount not to exceed \$100,000. **Motion made (Stuart/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
10. Resolution authorizing execution of Change Order No. 2 with Roy Lewis Construction Corporation for drainage improvements adjacent to the Fire Training Center in an amount not to exceed \$15,983.63. **Motion made (Harrelson/Stuart) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
11. Resolution authorizing execution of a task order with GeoCon Engineering and Materials Testing, Inc., to provide a preliminary soil study for Kids Park Playground Shade Structures in an amount not to exceed \$2,500. **Motion made (Harrelson/Stuart) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

Public Hearings

1. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0503-PUD-26, Bubba's Seaside Mini Golf PUD.

Griffin Powell, City Planner, presented the request for Preliminary and Final PUD Approval to rezone 3+ acres from GB (General Business) to PUD (Planned Unit Development) to permit a bumper car facility on a portion of Bubba's Seaside Mini Golf located at 24621 and 24645 Perdido Beach Boulevard.

There being no comments, the public hearing adjourned.

Ordinances

1. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0503-PUD-26, Bubba's Seaside Mini Golf PUD. **Motion made (Stuart/Harrelson) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Robertson, aye; Harrelson, aye; Stuart, aye; Kennon, aye. **Motion passed. (5-0).** **Motion made (Harrelson/Stuart) to adopt the ordinance.** Roll call vote revealed: Silvers, abstain; Robertson, aye; Harrelson, aye; Stuart, aye; Kennon, aye. **Motion passed. (4-0-1).**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:20 P.M.

APPROVED this the 21st day of July, 2026.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
JUNE 16, 2026 – 5:23 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the July 7, 2026, agenda.

The following members were present:

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

The following members were absent:

None

The following items were discussed:

1. Discuss ARSEA/APEAL longevity bonus for City of Orange Beach retirees.
2. Resolution adopting a revised Personnel Policy Manual for the City of Orange Beach.
3. Resolution authorizing the execution of an agreement for laboratory services with Foley Hospital Company, LLC, dba South Baldwin Regional Medical Center.
4. Resolution authorizing the execution of a service agreement for leadership training for the Police Department with Offset Consulting LLC in an amount not to exceed \$14,000.
5. Resolution authorizing execution of a grant award agreement with the National Audubon Society for the stewardship of Coastal Alabama beach nesting bird habitat.
6. Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical exploration and engineering services for a new Pool Support Building at the Aquatics Center in an amount not to exceed \$5,570.
7. Resolution awarding the bid for Exotic Invasive Plant Species Removal, Native Landscaping, Monitoring and Education for the Coastal Resources Department.
8. Resolution awarding the bid for a Burn Tower with Installation at the Fire Training Facility.
9. Resolution awarding the bid for a Work Skiff for the Coastal Resources Department.
10. Resolution accepting a proposal for Professional Architectural, Design and Engineering Services for a Safe Room Facility for First Responders.
11. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0704-PUDA-26, AC Hotel by Marriott Orange Beach PUD Modification – Parking Layout Amendment. Public hearing scheduled for July 21, 2026.
12. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0705-PUDA-26, Lost Bay Townhouses PUD Modification – Perimeter Landscaping Amendment. Public hearing scheduled for July 7, 2026.
13. Ordinance amending Chapter 70, Article II, Section 70-22 of the Code of Ordinances for the City of Orange Beach, Alabama, to reduce the speed limit on certain streets within the Lauder Place Subdivision.

Public Comments:

1. Dr. Sandra Sims-deGraffenried, resident, shared her concern with the process used by City Council to fill the vacancy left by Jerry Johnson and stated that she had been interested in the position.
2. Rhonda Turley, resident, expressed her disappointment that Nelson Bauer was not reappointed to the Orange Beach School Board. She asked for transparency regarding the reasons behind the City Council's decisions. She also stated that she does not think it is appropriate for City and School Board officials to endorse political candidates.

Councilmember Robert Stuart read a statement directed at Nelson Bauer.

Discussion followed regarding term limits, transparency, endorsement of political candidates, State school rankings, and responsiveness of the School Board to the City Council.

Randy McKinney, Orange Beach School Board President, spoke towards the veracity of State testing results and responded to Councilmember Stuart.

Nelson Bauer, resident and former School Board Member, shared school history and data.

Councilmember Stuart read a statement directed at Mayor Kennon.

Randy McKinney made closing remarks and stated that he is available for any questions.

Councilmember Jack Robertson made comments about mending fences moving forward.

Mr. McKinney and Ms. Turley exchanged comments about his public endorsement of a State Representative candidate.

3. Lisa Nix, Orange Beach School Board Member, attested to the good character and good intentions of everyone on the unpaid School Board. She asked Mayor and Council to work out any conflicts in the future with honest discussion towards the common goal of making the City and School System the best they can be.
4. Dr. Sandra Sims-deGraffenried, resident, reprimanded elected officials and reminded them to not use their positions for personal financial or political gain. She cautioned the Mayor and Council to be cognizant of how they present themselves since they are important members of the community.
5. Mayor Kennon spoke about his philosophy for running meetings and city leadership.
6. Mindi Campbell, resident, observed that the constant disagreement between elected officials appears to have started with the new term. She expressed her disappointment with what she described as unprofessionalism. She asked Council to represent the Orange Beach citizens the way that was promised during their campaigns.
7. Mayor Kennon spoke about the success of the Orange Beach City School System.
8. Doug Price, resident, praised both Nelson Bauer and new School Board Member Clay Templeton. He spoke highly of the benefits and amenities available to Orange Beach students.
9. Mayor Kennon congratulated Grant Blackburn who was recently elected for Baldwin County District Court Judge. Judge Blackburn spoke briefly.
10. Councilmember Stuart thanked all in attendance for their constructive criticism, and expressed his belief that everyone shares a common goal to better the community.
11. Mayor Kennon closed by saying that everyone does the best they can, but sometimes things just have to come out like family at Thanksgiving, and generally everyone is amicable in the end.

There being no further business, the meeting adjourned.

Time: 6:26 P.M.

APPROVED this 21st day of July, 2026.

Renee Eberly
City Clerk

**MINUTES OF
SPECIAL-CALLED COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
JUNE 29, 2026 – 12:00 NOON
CITY HALL – COUNCIL CHAMBERS**

I. CALL TO ORDER Mayor Tony Kennon called the meeting to order at 11:58 A.M.

II. ROLL CALL

Present: Councilmember Jeff Silvers
Councilmember Jack Robertson
Councilmember Ginger Harrelson
Councilmember Robert Stuart
Councilmember Pat Simpson
Mayor Tony Kennon

Absent: None

There being a quorum present, the meeting was opened for the transaction of business.

III. CONSIDERATION OF AGENDA

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

IV. NEW BUSINESS

Resolutions

1. Resolution authorizing an appraisal of the Beech RV Park Property by Heron Valuation Group, L.L.C., in an amount not to exceed \$8,500. Ford Handley, City Administrator, presented Mayor and Council with a memo. He explained that Heron Valuation Group has withdrawn their quote due to being unable to meet the tight timeline. The remaining quote from Appraisal & Consultant Group is in the amount of \$15,000. Mr. Handley reviewed the ancillary costs that would accompany the property sale price offered at \$14,000,000, and recommended that the City not move forward with the purchase. City Council clarified that John McInnis currently holds a purchase contract through July 4th and has offered to assign their purchase option to the City. **Motion made (Stuart/Simpson) to authorize an appraisal by The Appraisal & Consultant Group, Inc., in an amount not to exceed \$15,000.** Vote unanimous in opposition. Mayor Kennon noted his abstention for the record. **Motion failed.**

V. PUBLIC COMMENTS

None

VI. EXECUTIVE SESSION

1. Executive session to discuss pending litigation. **Motion made (Harrelson/Stuart) 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 one hour, and that Council would not reconvene after the executive session. Vote unanimous in favor. **Motion passed.**

Time in: 12:11 P.M.

Mayor Kennon left the meeting at 12:11 P.M.

Time out: 1:52 P.M.

VII. ADJOURN

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

Time: 1:52 P.M.

APPROVED this the 21st day of July, 2026.

Renee Eberly
City Clerk

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
JUNE 30, 2026 – 11:00 A.M.
CITY HALL – SOUTH CONFERENCE ROOM**

The Orange Beach City Council met on June 30, 2026, at 11:05 A.M.

The following members were present:

Councilmember Jack Robertson
Councilmember Ginger Harrelson
Councilmember Pat Simpson
Councilmember Jeff Silvers
Mayor Tony Kennon

The following members were absent:

Councilmember Robert Stuart

The following items were discussed:

1. Keith Jackson, Attorney with Riley & Jackson, P.C., proposed a possible lawsuit against manufacturers/retailers of fire trucks regarding price fixing in violation of federal antitrust laws.
2. Fire Department overview.
3. City Seal Style Guide.
4. Council request for a covered bus stop at the Orange Beach Elementary School.
5. Council request to review regulation of ice cream trucks.
6. E-Bike Ordinance.
7. Recreation Vehicle Rental Ordinance.

There being no further business, the meeting adjourned.

Time: 12:00 Noon

APPROVED this 21st day of July, 2026.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 7, 2026**

Departments: Coastal Resources

Description of Topic: Discuss approval of a 5% match for the Jubilee Point Road Elevation project proposal under the Local Government Recovery Infrastructure Program. (NW)

Background/Description: The City of Orange Beach submitted an application on February 13, 2026 for \$1,000,000 from the Local Government Recovery Infrastructure Program (LGRIP) to the Baldwin County Commission. This funding is urgently needed to raise Jubilee Point Road. The project was selected for an award and presented to the Baldwin County Commission for approval. The recommendation included a 5% cash match requirement, which totals \$50,000 for this request.

Action Options/Recommendation: Approve the 5% matching funds.

Source of Funding (if applicable): 100-60000-100-000000 Admin Capital Construction

ATTACHMENTS:

1. Memo LGRIP



CITY OF ORANGE BEACH

To: Mayor and Council
From: Nicole Woerner, Coastal Resources Assistant Director
Date: July 1, 2026
Subject: Discuss Grant Match

ITEM DESCRIPTION:

Discuss approval of a 5% match for the Jubilee Point Road Elevation project proposal under the Local Government Recovery Infrastructure Program administered by the Baldwin County Commission.

BACKGROUND INFORMATION:

On February 3, 2022, and May 24, 2022, Congress allocated a total of \$501,252,000 in Community Development Block Grant – Disaster Recovery (CDBG-DR) grant funds to the State of Alabama for the purpose of assisting in long-term recovery from Hurricanes Sally and Zeta. Baldwin County was awarded \$43,361,686 from the State for recovery from these 2020 storm events.

CDBG-DR funds are overseen by the U.S. Department of Housing and Urban Development (HUD) and administered by the Alabama Department of Economic and Community Affairs (ADECA) at the state level and has published an Action Plan describing program implementation.

In coordination with ADECA, Baldwin County's Local Recovery Plan (LRP) identifies storm impacts, unmet needs in our communities, and recovery activities for the county. The County will address remaining impacts from Hurricanes Sally and Zeta through programs addressing housing and infrastructure revitalization. The \$43,361,686 will be divided so that \$19,169,010 goes to housing activities, \$24,092,676 is invested in infrastructure activities, and \$100,000 for grant administration. In addition, at least \$6,504,253 of Baldwin County's grant must be used for mitigation efforts within projects. The mitigation set-aside will be met through projects and activities under the Local Government Recovery and County Priority Infrastructure Programs. Once Baldwin County Commission selects projects, the recommendations will be submitted to ADECA for final approval.

When the grant opportunity was announced by Baldwin County, there were no matching fund Requirements I submitted an application on 2/13/26 for \$1,000,000 from the Local Government Recovery Infrastructure Program (LGRIP) to the Baldwin County Commission. The funding request is an urgent need to raise Jubilee Point Road which addresses critical vulnerability exposed during Hurricane Sally, which caused storm surge to inundate the road, preventing ingress and egress for the Jubilee Point residential subdivision, and posing a serious threat to life safety and emergency response. The project was selected for award and then presented to the Baldwin County Commission to be approved and the recommendation came with a 5% match

in the award for all projects. The cash match requirement of 5% totals \$50,000.

ACTION OPTIONS / RECOMMENDATION:

Approve the matching funds.

SOURCE OF FUNDING:

100-60000-100-000000 Admin Capital Construction

BUDGETED:

No

ATTACHMENTS:

None.

DEPARTMENT:

Coastal Resources

STAFF CONTACT:

Nicole Woerner



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 7, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a mutual aid agreement with Lifeguard Ambulance Service, LLC, dba Medstar EMS. (JS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 07-21-26 26-xxx Authorize Mutual Aid Agreement Medstar EMS Fire
2. 2026.07.02 Mutual Aid Agreement MedStar EMS Fire

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
MUTUAL AID AGREEMENT WITH
LIFEGUARD AMBULANCE SERVICE, LLC (DBA MEDSTAR EMS)**

FINDINGS:

1. Lifeguard Ambulance Service, LLC, doing business as Medstar EMS (hereinafter “Medstar”), currently holds a contract with the Baldwin County Emergency Communications District to act as the County’s main ambulance transport service.
2. The City of Orange Beach (hereinafter the “City”) currently operates its own ambulance transport service through the Orange Beach Fire/Rescue Department.
3. The City hosts a large number of visitors on top of its citizen population throughout the year and certain times of the year result in a significant increase in the need for medical transport which can lead to the City’s ambulance transport becoming overloaded.
4. The City and Medstar have reached an Agreement (attached hereto Exhibit A) whereby each agency shall respond when possible to requests from one another for medical transportation services assistance within their respective operating jurisdictions.
5. After having reviewed the attached Agreement the City Council has determined that the provisions are 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 execute the Agreement in substantially the form and of substantially the content now before the City Council between the City of Orange Beach, Alabama, and Lifeguard Ambulance Service, LLC, doing business as Medstar EMS, 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 21st DAY OF JULY, 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 July 21, 2026.

City Clerk

Mutual Aid Agreement

This Mutual Aid Agreement is made and entered (Commencement Date) ("**Commencement Date**") between MedStar EMS ("Company") and the provider set out on the signature page of this Agreement. The parties shall mutually be referred to as the "Contracting Agencies" or singularly as "Agency".

Therefore, in consideration of the mutual covenants, performances and agreements hereafter set forth, it is mutually understood and agreed between the Contracting Agencies as follows:

1. **Definitions.** The "**Answering Agency**" is the Agency that responds to the request for emergency medical services or non-emergency medical services. The "**Requesting Agency**" is the Agency requesting medical transportation services assistance under this Agreement.
2. **Mutual Assistance and Aid.** Subject to the exceptions stated below, the Contracting Agencies agree to respond when possible to requests for medical transportation services assistance.

The extent of any response to a request, including the choice of personnel and equipment, shall be entirely within the discretion of the Answering Agency. The nature and extent of assistance furnished shall be determined on the basis of the prevailing needs for medical services at any particular period in time and the Answering Agency's available resources. The Answering Agency may cancel or reject any transport if it deems such transport to be unsafe. The rendering of assistance under the terms of this Agreement shall not be mandatory, but the Answering Agency should immediately inform the Requesting Agency if, for any reasons, assistance cannot be rendered within a reasonable amount of time.

The personnel, equipment, and resources of Requesting Agency shall remain under operational control of Requesting Agency for the area in which they are serving. Direct supervision and control of said personnel, equipment, and resources shall remain with the designated supervisory personnel of Requesting Agency.

The personnel, equipment, and resources of Answering Agency shall remain under operational control of Answering Agency for the area in which they are serving. Direct supervision and control of said personnel, equipment, and resources shall remain with the designated supervisory personnel of Answering Agency.

3. **Release of Answering Agency.** For emergency medical services, an Answering Agency shall be released from service by the Requesting Agency/Incident Commander when the services of the Answering Agency are no longer required, or when the Answering Agency determines, in its discretion, that its services are needed in another jurisdiction.
4. **Compensation and Billing.** The Answering Agency shall be responsible for all Patient and third-party billing and agrees that the rates to be billed shall comply with applicable laws.
5. **Laws.** Each party shall be in material compliance with all applicable laws, rules, and regulations, including the federal Anti-kickback Statute. Company has made available to the Customer a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at Company's web site, located at: www.gmr.net, and the Customer acknowledges receipt of

such documents. Company warrants that its personnel shall comply with Company's compliance policies. Each party represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program and shall not permit ineligible persons to order or provide services hereunder.

6. **Insurance.** Each party represents that it has and will maintain comprehensive automobile and/or aviation insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the emergency medical services industry and workers' compensation insurance in the statutory required amounts.
7. **Term and Termination.** The initial term of this Agreement shall be one year, commencing on the commencement date hereof, and this Agreement shall automatically renew for subsequent one-year periods thereafter, subject to the termination rights herein. The initial term and all renewal periods shall be cumulatively referred to as the "Term". Each party may terminate this Agreement at any time without cause and at its sole discretion upon fifteen (15) days written notice to the other party.

8. General Provisions

- 8.1 **Entire Agreement.** This Agreement incorporates by this reference the Preliminary Statement and any Exhibits and/or schedules hereto. This Agreement contains the entire agreement between the Parties and any representations, endorsements, promises or arrangements, including those contained in any prior drafts of this Agreement, if not embodied herein, shall not be of any force or effect. Any and all prior agreements between the Parties with respect to the subject matter of this Agreement are superseded hereby and of no further force or effect. The Parties represent and warrant that they have not relied upon any prior or contemporaneous writings, negotiations, proposals, agreements, communications, discussions or representations.
- 8.2 **Modification, Amendment and Waiver.** Neither this Agreement, nor any part hereof, may be modified or amended orally, by trade usage or by course of conduct or dealing, but only by and pursuant to an instrument in writing duly executed and delivered by the party sought to be charged therewith. No covenant or condition of this Agreement can be waived except by the written consent of the Party entitled to receive the benefit thereof.
- 8.3 **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.
- 8.4 **Assignment.** This Agreement and the rights and obligations of the parties hereunder shall not be assignable or transferable by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, and neither party shall assign, delegate or subcontract this Agreement or the performance of the services to be performed by such party hereunder, or any part thereof, to any other person without the prior written consent of the other party. Notwithstanding the foregoing, this Agreement may be assigned to any corporation or other entity of any kind succeeding to the business of the assigning party in connection with the merger, consolidation or transfer of all or substantially all of the assets and business of the assigning party to such successor. This Agreement may also be assigned to any subsidiary or parent corporation or other affiliate of the assigning party. In such circumstances, the assigning party shall notify the other party of such assignment no later than thirty (30) days after closure of the transaction resulting in such assignment; provided that failure

to satisfy such requirement shall not constitute a breach of this Agreement, and the assignor shall not have any liability for any failure to satisfy such requirement.

8.5 Construction. This Agreement shall not be construed more strictly against one party than against another merely by virtue of the fact that this Agreement may have been physically prepared by one of the parties, or such party's counsel, it being agreed that all parties and their respective counsel have mutually participated in the negotiation and preparation of this Agreement. Unless the context of this Agreement clearly requires otherwise: (i) references to the plural include the singular and vice versa; (ii) references to any person or entity include such person's or entity's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement; (iii) references to one gender include all genders; (iv) "including" is not limiting; (v) "or" has the inclusive meaning represented by the phrase "and/or"; (vi) the words "hereof", "herein", "hereby", "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; (vii) article, Section, subsection, clause, exhibit and schedule references are to this Agreement unless otherwise specified; and (viii) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time in accordance with the terms thereof and, if applicable, the terms hereof. If this Agreement and any agreement, instrument or document to be executed in connection herewith contain provisions which are inconsistent, then the provision which is most specific with respect to the subject matter shall control.

8.6 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier then upon delivery thereof as confirmed by such service; (c) by email transmission; or (d) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested. Notice shall be sent to the following addresses:

If to Company:

MedStar EMS

Address

City, State, Zip

With Mandatory Copy to:

Legal Department

MedStar EMS

Attention: Legal Department

If to Provider:

City of Orange Beach

PO Box 458

Orange Beach, AL 36561

Attention: City Clerk

- 8.7 **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be contrary to, prohibited by or invalid under any applicable law, such court may modify such provision so, as modified, it will be enforceable and will to the maximum extent possible comply with the apparent intent of the parties in drafting such provision. If no such modification is possible, such part shall be deemed omitted, without invalidating the remaining provisions hereof. No such modification or omission of a provision shall in any way affect or impair such provision in any other jurisdiction.
- 8.8 **Captions.** The captions, headings or titles of the various Sections and parts of this Agreement are for convenience of reference only, and shall not be deemed or construed to limit or expand the substantive provisions of such Sections.
- 8.9 **Independent Contractor.** Each party is an independent contractor and no provision of this Agreement renders or shall be deemed to render their relationship a partnership, joint venture, employment relationship, or agency. Neither Party shall have nor exercise any control or direction over the methods by which the other Party and its employees or subcontractors shall perform their duties and obligations arising hereunder. Nothing in this Agreement shall be considered to create more than the mutual duties, responsibilities and benefits specifically set forth herein.
- 8.10 **Authority to Enter Into Agreement.** Each party to this Agreement warrants to the other party that such party's execution of this Agreement, and performance of its obligations under this Agreement, have been duly authorized by all necessary corporate, Tribal, or other applicable actions and will not violate or be in conflict with any agreement, commitment, obligation, or undertaking by which such party is bound, and that this Agreement is a valid and binding obligation of such party.
- 8.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature and may be used in lieu of the original Agreement for all purposes. Each party agrees that the use of electronic signatures, whether digital or encrypted, in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.
- 8.12 **Signature Date.** If a party signs but fails to date a signature, the date on which the other party receives the signing party's signature will be deemed to be the date that the signing party signed this Agreement, and the other party may insert such date into the Agreement
- 8.13 **Governing Law; Waiver of Jury Trial.** This Agreement is governed by, and construed in accordance with, the laws of the State of Alabama, without regard to its choice or conflict of law provisions. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY FOR ANY MATTER RELATING TO THIS AGREEMENT, AND AGREES THAT ANY SUCH MATTER SHALL BE TRIED SOLELY BY THE COURT.

9. **Compliance.**

9.1 No Referral Contingency. The parties agree hereto that the benefits to each party hereunder do not require, are not payment for, and are in no way contingent upon the admission, referral, or any other arrangement for the provision of any item or service offered by either party in any facility, controlled, managed, or operated by any party. The parties expressly acknowledge and agree that it has been and continues to be their intent to comply fully with all federal, state, and local laws, rules and regulations. It is not the purpose nor is it a requirement of this Agreement to offer or receive any remuneration of any nature or to solicit, require, induce, or encourage the referral of any patient, the payment for which may be made in whole or in part by Medicare or Medicaid. No payment made or received under this Agreement is in return for the referral of patients or in return for the purchasing, leasing, ordering or arranging for or recommending the purchasing, leasing, or ordering of any goods, service, item or product for which payment may be made in whole or in part under Medicare or Medicaid. No party shall make or receive any payment that would be prohibited under state or federal law.

9.2 Section 952 of Omnibus Budget Reconciliation Act of 1980. To the extent applicable, until the expiration of four years after the furnishing of Services pursuant to this Agreement, the parties shall each make available, upon written request, to the United States Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and the books, documents and records of each that are necessary to verify the nature and extent of the cost of providing such Services. If either party carries out any of its duties hereunder through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related organization (as defined under applicable Federal Law), the subcontract shall contain a clause to the effect of that, until the expiration of four (4) years after the furnishing of services pursuant to the subcontract, the related organization shall make available, upon written request, to the United States Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of the cost of providing such Services. If either party is requested to disclose any books, documents or records pursuant to this Section, or otherwise for purposes of any third party audit or investigation related to this Agreement, such party shall promptly notify the other party of the nature and scope of the request and shall make available all such books, documents and records to the other party.

9.3 Compliance. In performing its obligations under this Agreement, each party will comply, and will cause its Affiliates, employees and agents to comply with, the requirements of all applicable Laws, including those that pertain to the confidentiality of patient information. Each party recognizes that it is a covered entity and without limiting the foregoing each party agrees to timely comply with the Health Insurance Portability and Accountability Act (HIPAA) and all regulations promulgated thereunder, as amended from time to time. Each party will take such actions as are reasonably requested by the other party to achieve HIPAA compliance relative to this Agreement, including executing a separate standard Business Associate Agreement. In addition, the parties intend to comply fully with all applicable state and federal Laws and regulations, including but not limited to The Social Security Act, the federal Anti-Kickback Statute, the federal Self-Referral Act, the federal False Claims Act, and all applicable state and federal fraud and abuse Laws and rules. Further, both parties hereto agree that any patient transfers shall be in compliance with EMTALA, 42 U.S.C. 1395dd et seq. and any amendments thereto, and such other requirements as may be imposed by the Secretary of Health and Human Services, and any applicable state transfer Laws.

9.4 Culture of Compliance. Each party acknowledges that the other party promotes full compliance with the Law and has established a culture that fosters the prevention, detection and resolution of instances of misconduct. Each party agrees to cooperate with the administration of the other party's compliance program during the Term of this Agreement. Such cooperation shall include participating in training, providing access to necessary billing documentation, participating in contract and claims audits and other aspects of the other party's compliance program and upon request, cooperating and assisting during any internal compliance review, investigation and/or audit. Each party shall promptly notify the other party of any violation of the other party's compliance policies and procedures or any applicable Law or regulation of which such party becomes aware during the Term hereof. Each party shall cooperate with the other party in responding to and resolving any compliance investigation, inquiry or review initiated by a governmental agency, third party payor or other organization.

9.5 Debarment. Each party represents and warrants that it, its Affiliates, and any individual providing services on its behalf hereunder, is not currently listed by a federal agency as excluded, debarred, or otherwise ineligible for participation in any federal health care program (as defined under 42 USC §1320a-7b(f), and hereinafter referred to as "Federal Health Care Program"). In performing its obligations under this Agreement, neither party nor any of its Affiliates shall employ, contract with, or otherwise use items from, or the services of, any individual or entity whom it knows or should have known, (I) has been convicted of a criminal offense related to healthcare (unless the individual has been reinstated to participation in Medicare and all other Federal Health Care Programs after being excluded because of the conviction), or (II) is currently listed by a federal agency as excluded, debarred, or otherwise ineligible for participation in any Federal Health Care Program. Each party covenants that upon becoming aware of an entity or individual which it or any of its Affiliates employs, contracts with, or has a relationship in which it uses the entity's or individual's items or services in performing its obligations hereunder, being (I) convicted of a criminal offense related to healthcare, or (II) listed by a federal agency as excluded, debarred, or otherwise ineligible for participation in any Federal Health Care Program, it shall promptly notify the other party.

9.6 Fair Market Value and Regulatory Compliance. The parties acknowledge and agree that all remuneration set forth hereunder has been negotiated in an arms-length transaction, is fair market value, and has not been determined in any manner which takes into account the volume or value of any referrals or business that otherwise may be generated between the parties and/or their affiliates. Nothing contained herein shall be construed in any manner as an obligation or inducement for either party to refer patients to the other party, or any organizations affiliated with the other party.

<<Signature Page Follows>>

By signing below, each party acknowledges that the undersigned has carefully read and fully understands this Agreement, and each Party agrees to be bound by the terms of this Agreement.

MedStar EMS

City of Orange Beach, Alabama

By: _____

Name

Address

City, State and Zip Code

Email

By: _____

Tony Kennon, Mayor

4099 Orange Beach Blvd

Orange Beach, AL 36561

tkennon@orangebeachal.gov

Date:

Date:



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 7, 2026**

Departments: City Clerk

Description of Topic: Resolution appropriating funds to CARE House, Inc., dba Baldwin County Child Advocacy Center, in the amount of \$10,000 for FY2026. (FH/JL)

Background/Description: 2025 - City hosted Full Moon Paddle events as fundraisers for the Baldwin County Child Advocacy Center.

2024 - City hosted Full Moon Paddle events as fundraisers for the Baldwin County Child Advocacy Center.

2005 - City contributed \$7,500.

2003 - City contributed \$500.

2002 - City contributed \$500.

Action Options/Recommendation: \$10,000 is requested.

Source of Funding (if applicable): Unbudgeted, Admin Aid to Other Governments

ATTACHMENTS:

1. 07-21-26 26-xxx Appropriate Funds Baldwin County Child Advocacy Center CARE House
2. 2026.07.07 Agenda Memo - Baldwin County Child Advocacy Center Funding Request
3. 2026.05.29 Letter from Baldwin County Child Advocacy Center - CARE House Funding Request

RESOLUTION NO. 26-xxx

**A RESOLUTION APPROPRIATING FUNDS TO
CARE HOUSE, INC. (DBA BALDWIN COUNTY CHILD ADVOCACY CENTER)
IN THE AMOUNT OF \$10,000 FOR FY2026**

FINDINGS:

1. CARE House, Inc., doing business as Baldwin County Child Advocacy Center, (hereinafter referred to as “BCCAC”), is a 501(c)(3) nonprofit organization that specializes in providing counseling and interview services to children who have experienced sexual and/or physical abuse. Their staff is specially trained to provide a “child-friendly” environment that conveys “protection, comfort, dignity, and compassion” when handling such delicate matters with young children.
2. BCCAC has requested financial support from the City of Orange Beach, Alabama in the amount of Ten Thousand Dollars (\$10,000) for their 2026-2027 fiscal year to assist them in continuing to provide counseling and interview services.
3. Under the Public Purpose Doctrine and Attorney General Opinion No. 2019-027, municipalities may appropriate municipal funds to private entities when a public interest is served, and the purpose is to provide a service which the City is statutorily authorized to provide.
4. BCCAC serves a public purpose by promoting the welfare of children in our community through offering a safe and compassionate environment for children’s counseling services in Baldwin County for those who have experienced physical and/or sexual abuse.
5. BCCAC also performs forensic interviews with children who have experienced or are vulnerable to physical and/or sexual abuse. Under both State Statute and City Ordinance, it is the responsibility of the City to expend funds for the purpose of investigating crimes of this nature which occur within our Police Jurisdiction. The BCCAC aids in these investigative efforts.
6. The City Council of the City of Orange Beach, Alabama, has determined that it is in the best interest of the City of Orange Beach to appropriate municipal funds to CARE House, Inc., dba Baldwin County Child Advocacy Center, and that a legitimate public purpose will be served.

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

1. That the City Council, having determined that it serves a public purpose and is in the best interest of the City, hereby authorizes the appropriation of Ten Thousand Dollars (\$10,000) for their 2026-2027 fiscal year to CARE House, Inc., doing business as Baldwin County Child Advocacy Center, to assist in the continuation of their provision of counseling and interview services; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 21st DAY OF JULY, 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 July 21, 2026.

City Clerk



CITY OF ORANGE BEACH

To: Mayor and Council
From: Jamie Logan, City Attorney
Ford Handley, City Administrator
Date: July 1, 2026
Subject: **Appropriation of Funds to Baldwin County Child Advocacy Center**

ITEM DESCRIPTION:

A resolution authorizing the appropriation of municipal funds to the Baldwin County Child Advocacy Center in the amount of Ten Thousand Dollars (\$10,000)

BACKGROUND INFORMATION:

CARE House, Inc., d/b/a Baldwin County Child Advocacy Center (“BCCAC”) has requested financial support in the amount of Ten Thousand Dollars (\$10,000) for the 2026-2027 fiscal year. BCCAC is 501(c)3 non-profit organization that specializes in providing counseling and forensic interview services to children who have experienced sexual and/or physical abuse.

ACTION OPTIONS / RECOMMENDATION:

Authorize the appropriation of municipal funds in the amount of Ten Thousand Dollars (\$10,000) to the BCCAC.

SOURCE OF FUNDING:

100-53750-101-000000 / Admin-Executive, Aid to Other Governments

BUDGETED:

Unbudgeted

ATTACHMENTS:

- A. Resolution
- B. May 29, 2026, Funding Request Letter from BCCAC

DEPARTMENT:

Finance, Legal

STAFF CONTACT:

Ford Handley, Jamie Logan



Baldwin County Child Advocacy Center

CARE House, Inc.

May 29, 2026

The Honorable Mayor Tony Kennon
City Council
City of Orange Beach
4099 Orange Beach Boulevard
Orange Beach, AL 36561

Re: Financial Request

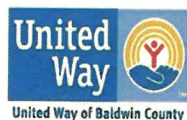
Dear Honorable Mayor Tony Kennon and City Council Members,

CARE House, Inc., dba the Baldwin County Child Advocacy Center (BCCAC), sincerely appreciates the City of Orange Beach’s continued commitment to our mission. As Baldwin County’s sole child advocacy center, we remain the only agency equipped with specially trained counselors and forensic interviewers dedicated to helping children who have endured sexual abuse, severe physical abuse, or witnessed a violent crime. All services are provided at no cost to the children and or their supportive family members. During the last fiscal year, we served 479 Baldwin County children through direct intervention and reached 3,586 children through prevention education programs.

Your partnership and the commitment of our Orange Beach multidisciplinary team members, including the Orange Beach Police Department, strengthen our ability to respond quickly and compassionately when a child is in crisis. This collaboration is essential to ensuring every child receives a coordinated, trauma-informed response. Your support now helps prevent long-term costs associated with untreated childhood trauma.

For the 2026-2027 fiscal year, we respectfully request \$10,000 in financial support to ensure we can continue meeting the needs of Orange Beach families. In the previous calendar year alone, 14 children residing in Orange Beach received direct intervention services at our center - services that often represent a turning point in a child’s healing journey. Additionally, our prevention coordinator delivered internet safety education to 3,416 Baldwin County students, helping equip them with tools to stay safe in the digital world.

By investing in CARE House, the city of Orange Beach helps ensure that children and families receive specialized intervention services locally, without requiring the city to develop or fund them independently. Early intervention and prevention efforts also help reduce long-term community costs associated with untreated trauma, including impacts on public safety, healthcare, education, and social services.





Baldwin County Child Advocacy Center

CARE House, Inc.

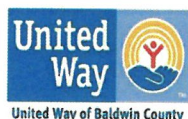
Your support directly sustains essential services, including the work of our family advocate, three highly trained therapists, and specialized forensic interviewers. If you need any additional information as you consider this request, I would be glad to provide it. Thank you for your time, your partnership, and your steadfast dedication to protecting Orange Beach's children.

Niki Whitaker

Niki Whitaker
Executive Director

cc: Ford Handley, City Administrator

CARE House, Inc. dba Baldwin County Child Advocacy Center
P.O. Box 884 Summerdale, AL 36580
(251) 989-2555
BaldwinCountyCAC.org





**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 7, 2026**

Departments: Police Department

Description of Topic: Resolution authorizing the execution of a Memorandum of Understanding between the City of Orange Beach and the Baldwin County Sheriff's Office to assign municipal police officers to participate in the Baldwin County Drug Task Force. (TJ)

Background/Description: Designed to create a memorandum of understanding between the City and the Drug Task Force of Baldwin County.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 07-21-26 26-xxx Authorize MOU Baldwin County Drug Task Force Police
2. 2026.07.02 MOU Baldwin County Drug Task Force Police

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF ORANGE BEACH AND THE BALDWIN COUNTY SHERIFF'S OFFICE
TO ASSIGN MUNICIPAL POLICE OFFICERS TO PARTICIPATE IN THE
BALDWIN COUNTY DRUG TASK FORCE**

FINDINGS:

1. The City of Orange Beach and the Baldwin County Sheriff's Office have reached an agreement (attached Exhibit A) whereby the Orange Beach Police Department will provide municipal officers to participate in the Baldwin County Drug Task Force.
2. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor and City Clerk are hereby authorized to execute and attest, respectively, the memorandum of understanding in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the Baldwin County Sheriff's Office, 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 21st DAY OF JULY, 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 July 21, 2026.

City Clerk

STATE OF ALABAMA)
COUNTY OF BALDWIN)

MEMORANDUM OF UNDERSTANDING
Baldwin County Sheriff's Office and the City of Orange Beach

WITNESS THIS MEMORANDUM made and entered into by the City of Orange Beach, a municipal corporation organized under the laws of the State of Alabama, hereinafter referred to as "City", and Anthony E. Lowery as Sheriff of Baldwin County, Alabama, solely in his official capacity as Sheriff, hereinafter referred to as "Sheriff" with both entities collectively known as the "Parties"

WHEREAS, the Baldwin County Drug Task Force ("Task Force" and/or "Program") is a program of the Baldwin County Sheriff's Office; and,

WHEREAS, the Task Force is envisioned to be a multi-jurisdictional entity organized and coordinated by the Sheriff in order to aggressively pursue violators of state and federal laws relating to controlled substances; and,

WHEREAS, the City has a common goal, to that of the Sheriff, to pursue violators of such State and Federal laws; and,

WHEREAS, the Sheriff is willing for his office to act as the nucleus for, and to provide the necessary supervision and management for, the Task Force; and,

WHEREAS, the City is willing to join such program by providing municipal officers to participate in the Task Force in a manner as described herein; and,

WHEREAS, the Parties consider that this inter-jurisdictional cooperation and the sharing of resources will ultimately provide for a significant public benefit to all citizens of Baldwin County and the various municipalities located herein.

NOW, THEREFORE, the parties hereto do hereby reduce their understandings to writing as follows:

- I. **Recitals Included**: The recitations set forth above are incorporated herein by reference in their entirety.

- II. **Term**: This Memorandum shall take effect on the date of full execution, and shall extend until either Party terminates the same by written notification at any time thereafter. Notwithstanding this provision, nothing herein written is meant to bind the Office of Sheriff beyond the current term of office of the currently-elected Sheriff. In the event that the terms herein written in any way conflict with the dates associated with the Sheriff's term of office, or the term of his successor, then the understandings communicated herein shall cease to exist.

III. Notice: Notices required to be given hereunder shall be given to the following persons:

1. Sheriff of Baldwin County, AL
320 N. Hoyle Ave
Bay Minette, AL 36507;
2. City Clerk
City of Orange Beach
Post Office Box 458
Orange Beach, Al 36561

With a required copy to:

City Attorney
City of Orange Beach
Post Office Box 458
Orange Beach, Al 36561

IV. General Understandings of the Parties:

- a.** The Sheriff alone, which includes his designated supervisors and/or commanders, will provide distinctive supervision over any and all officers participating in the Program and throughout any activities directly associated with the Program.
- b.** The City will assign municipal police officers to participate in the Task Force and in related affairs. In doing so, the City will maintain the assigned officer's status in all respects as a City employee. Without limitation, the assignment shall in no manner affect the employment relationship between the City and assigned officer, and further shall not be deemed to create or imply any employment relationship between the Sheriff's Office and the assigned officer. Furthermore, the City will direct any such officers and/or City employee to submit to the Task Force chain of command, and to follow any Task Force standard operating procedure throughout the duration of the assignment. At any time, however, any assigned City officer or employee either ceases to be a City employee, or paid by the City, then the City will immediately notify the Sheriff. Any such cessation of employment or pay shall be deemed and treated by the Parties as a simultaneous withdrawal and cessation of the assignment.
- c.** Each municipal officer, who is duly assigned hereunder to participate in the Task Force, may be sworn as a Deputy Sheriff for the limited and sole purpose of carrying out functions directly related to Task Force activities. Such status as a deputy shall in no way diminish the respective individual's status as a municipal employee, and despite such status as a sworn deputy, any such individual will remain a municipal employee with all City benefits afforded thereto. In no event will the employee be considered an employee of the Sheriff

d. Each municipal officer, who is sworn as a Deputy Sheriff may be asked to sign an acknowledgement and commitment that he/she will remain a City employee at all times; nevertheless, any such City employee will likely be requested to conduct themselves in accordance with all standard operating procedures adopted, from time to time, by the Baldwin County Sheriff's Office. Such acknowledgement will also confirm that he/she will not utilize their assignment to the Task Force or their commission, if any, as a deputy Sheriff in the furtherance of any other cause including, without limitation, any secondary employment. The goal of such a request will be, among other things, to ensure that any such employee never utilizes their assignment to the Task Force for any other purposes and that such individual never considers themselves, and shall never claim or contend, to be an employee of the Sheriff

e. The City will maintain, to the extent required by law, and be responsible for the Workers Compensation coverage, along with all other City employment benefits, for their assigned officers or employees for the duration of any assignment.

f. The City will maintain and be responsible for reasonable general liability insurance coverage, of a reasonable amount, for their assigned officers or employee for the duration of any Task Force assignment and for any activity reasonably related thereto.

g. Each City officer assigned to work with the Task Force will be required to follow and utilize Task Force guidelines, forms, rules and procedures as outlined or implemented by the Sheriff from time to time.

h. Any investigation conducted by a City officer dealing with, related to, or incidental to a Task Force operation or investigation must first be reported by that respective City officer and approved by the Sheriff or his Task Force designee.

i. Any investigations or activities, by a City officer, that are conducted in the capacity as a Deputy Sheriff must first be reported by that respective City officer to, and approved by the Sheriff or his Task Force designee.

J. Reports, documents, case files or other associated documentation and evidence related to Task Force investigations will be submitted to, and maintained by, the Task Force to the satisfaction of the Baldwin County District Attorney's Office.

k. The value of asset forfeitures, which are a direct result of specific Task Force operations, may be allocated between the City and the Sheriff based upon the level of participation by the respective municipal officer assigned from the City and in relation to the level of participation of other participants in the respective investigation and activities, all as determined by, and in the sole discretion of, the Sheriff.

V. Severability: If any term or provision of this Memorandum, or the application thereof, to any person or circumstance shall to any extent be invalid or contrary to the law, then the same shall be severed from this Memorandum, and the remainder of understandings shall continue.

VI. **Entire Understanding:** This Memorandum reflects the full and complete understanding of the Parties and may be modified or amended only by a document in writing executed by the Parties hereto and executed with the same formality of this Memorandum.

VII. **No Contractual Obligation:** This document is not meant in any way to bind, or to be a contractual obligation of, either party. The understandings outlined herein are provided for the general purposes of communicating the desires of the Parties hereto. Furthermore, it is also not intended for any City employee assigned pursuant to this Memorandum to either be bound by, or benefit from, the understandings written herein. Notwithstanding any provision written herein to the contrary, nothing herein shall waive or alter any immunities or protections of law afforded to either the City or Sheriff in the fulfillment of their respective duties.

VIII. **Benefits Not Afforded:** Notwithstanding any provision written herein to the contrary, any municipal officer assigned pursuant to this Memorandum shall NOT at any time be considered an employee of the Sheriff, and any municipal officer or employee assigned to the Task Force by the City shall NOT be entitled to any benefits that may be afforded to other employees of the Baldwin County Sheriff's Office to include, without limitation, merit status. Any City employee assigned to the Task Force shall remain a City employee for the duration of the assignment. If an individual is no longer an employee of the City, then that employee will no longer be eligible for assignment to the Task Force pursuant to this document.

IN WITNESS WHEREOF, the Parties to this Memorandum have caused the same to be signed by their duly authorized representatives this ____ day of _____.

ATTEST:

_____/_____
/Date

_____/_____
Anthony E. Lowery /Date
Sheriff, Baldwin County, AL

ATTEST:

_____/_____
/Date

MAYOR:

_____/_____
By: Tony Kennon /Date
Mayor, City of Orange Beach, AL



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 7, 2026**

Departments: Police Department

Description of Topic: Resolution authorizing the purchase of Two Utility Vehicles for the Police Department through Sourcewell from Baldwin County Victory Polaris, LLC, in the amount of \$44,853. (TJ)

Background/Description: Previous MUVs became unusable due to undercarriage rusting after nine years in service.

Action Options/Recommendation: Recommend purchase from Sourcewell as these MUVs play a vital role in our beach patrol, special events and concert responses where conventional police vehicles cannot respond or respond as quickly.

Source of Funding (if applicable): Funding is the remaining amount that was not used for capital equipment purchases due to a shifting of priority needs (MUVs over a 5th vehicle and a SWAT drone as well as the donation of a new K9 currently in process from the K9 benevolent fund).

ATTACHMENTS:

1. 07-21-26 26-xxx Authorize Purchase Utility Vehicles UTVs Police Sourcewell
2. 2026.06.25 Quote - Police - Baldwin County Polaris MUVs x2

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
TWO UTILITY VEHICLES FOR THE POLICE DEPARTMENT
THROUGH SOURCEWELL FROM BALDWIN COUNTY VICTORY POLARIS, LLC
IN THE AMOUNT OF \$44,853**

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 Two Utility Vehicles for the Police Department through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the total amount of \$44,853.00;
2. That the Mayor is hereby authorized to approve payment to Baldwin County Victory Polaris, LLC, in the amount of \$22,426.50 each for Two (2) New Polaris Ranger Crew 1000 Premium Multipurpose Utility Vehicles with installed accessories, per Quote No. 4949 dated June 25, 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 21st DAY OF JULY, 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 July 21, 2026.

City Clerk



Baldwin County Polaris

26305 AL-59
 Loxley, AL 36551
 (251) 964-2777

Sales Person: Harley H
 SOURCEWELL QUOTE

Deal # 4949

Date: 06/25/2026

Buyer: Orange Beach Police Department
 4480 Orange Beach Blvd, Orange Beach,
 AL (Baldwin) 36561 -
 cbradley@orangebeachal.gov
 (P) 251-981-9777 (M) (989) 284-8726

Stock#	Unit	VIN	Mi/Hrs	Price
POL25700 1	New 2026 Polaris Ranger Crew 1000 Premium (Granite Gray)	3NST6E999TH257001	0	\$19,613.21
POL25923 3	New 2026 Polaris Ranger Crew 1000 Premium (Granite Gray)	3NST6E997TH259233	0	\$19,613.21
Total Unit(s) Price:				\$39,226.42

Requested Parts & Accessories:			
Part #	Part Description	Qty	Total Sale Amount
2884139	K-ACCY WNSLD FLIP DOWN,HERC	1.000	\$556.67
2883773	K-ACCY,PANEL,RR POLY,ZS	1.000	\$368.25
2889220	K-MIRROR,RRVW,CAB	1.000	\$94.20
2889243	K-ACCY,MIRROR,SIDE,ROPS,RGR	1.000	\$154.15
5418332	TIRE,29X9.00-14,NHS X-TERRAIN	4.000	\$710.56
1522544-458	WHEEL-14X7, 4,BUCKLE,CST,FLBLK	2.000	\$252.44
1522545-458	WHEEL-14X8,-9,BUCKLE,CST,FLBLK	2.000	\$274.32
2884139	K-ACCY WNSLD FLIP DOWN,HERC	1.000	\$556.67
2883773	K-ACCY,PANEL,RR POLY,ZS	1.000	\$368.25
2889220	K-MIRROR,RRVW,CAB	1.000	\$94.20
2889243	K-ACCY,MIRROR,SIDE,ROPS,RGR	1.000	\$154.15
5418332	TIRE,29X9.00-14,NHS X-TERRAIN	4.000	\$710.56
1522544-458	WHEEL-14X7, 4,BUCKLE,CST,FLBLK	2.000	\$252.44
1522545-458	WHEEL-14X8,-9,BUCKLE,CST,FLBLK	2.000	\$274.32
			\$4,821.18

Invoice Summary	
Total Unit(s) Price:	\$39,226.42
Total Freight:	\$0.00
Total Set-Up:	\$0.00
Total Other:	\$0.00
Total F&I:	\$0.00
Total Parts:	\$4,821.18
Total Service:	\$805.40
Sales Tax:	\$0.00
Doc Fees:	\$0.00
Other Fees:	\$0.00
Total Sale Price:	\$44,853.00
Trade-In Allowance:	\$0.00
Trade-In Payoff:	\$0.00
Trade-In Value:	\$0.00
Cash Back:	\$0.00
Payments:	\$0.00
Balance Due:	\$44,853.00

Buyer: X _____ CoBuyer: X _____
 Dealer: X _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 7, 2026**

Departments: Community Development

Description of Topic: Resolution approving a temporary permit for a portable building located at Orange Beach Marina, 27075 Marina Road. (GP)

Background/Description:

Orange Beach Marina Incorporated requests approval to allow a temporary portable building in the storage and gravel area to the east of the marina and paved parking area. The temporary portable building will serve as a temporary office for Bluewater Yacht Sales. The request is for 6 months.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 07-21-26 26-xxx Approve Temporary Portable Building Orange Beach Marina
2. Temporary Building Permit Orange Beach Marina - Staff Memorandum
3. Temporary Building Permit Orange Beach Marina - Boundary Survey
4. Temporary Building Permit Orange Beach Marina - Office Specifications
5. Temporary Building Permit Orange Beach Marina - Site Plan
6. Temporary Building Permit Orange Beach Marina - Application

RESOLUTION NO. 26-xxx

**A RESOLUTION APPROVING A TEMPORARY PERMIT FOR A
PORTABLE BUILDING LOCATED AT ORANGE BEACH MARINA, 27075 MARINA ROAD**

FINDINGS:

1. Orange Beach Marina, Inc., has submitted a request to place a temporary portable building in the storage and gravel area to the east of the marina and paved parking area located at 27075 Marina Road. The temporary portable building will serve as a temporary office for Bluewater Yacht Sales.
2. The City Council is willing to grant a temporary permit for the requested purpose.

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

1. That a temporary permit for a portable building to be used as a temporary office for Bluewater Yacht Sales located at 27075 Marina Road is approved for a period not to exceed six months with expiration on January 21, 2027, unless the temporary permit is renewed or extended by the City Council; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 21st DAY OF JULY, 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 July 21, 2026.

City Clerk



PLANNING & ZONING
COMMUNITY DEVELOPMENT DEPARTMENT
P.O. BOX 2432
ORANGE BEACH, ALABAMA 36561



Memorandum

TO: Mayor Kennon
City Council

FROM: Griffin Powell, City Planner

CC: Sherri Descalzo, Planning Coordinator
Renee Eberly, City Clerk
Ford Handley, City Administrator
Jamie Logan, City Attorney
Adam Roberson, Community Development Director/Building Official

DATE: July 7, 2026

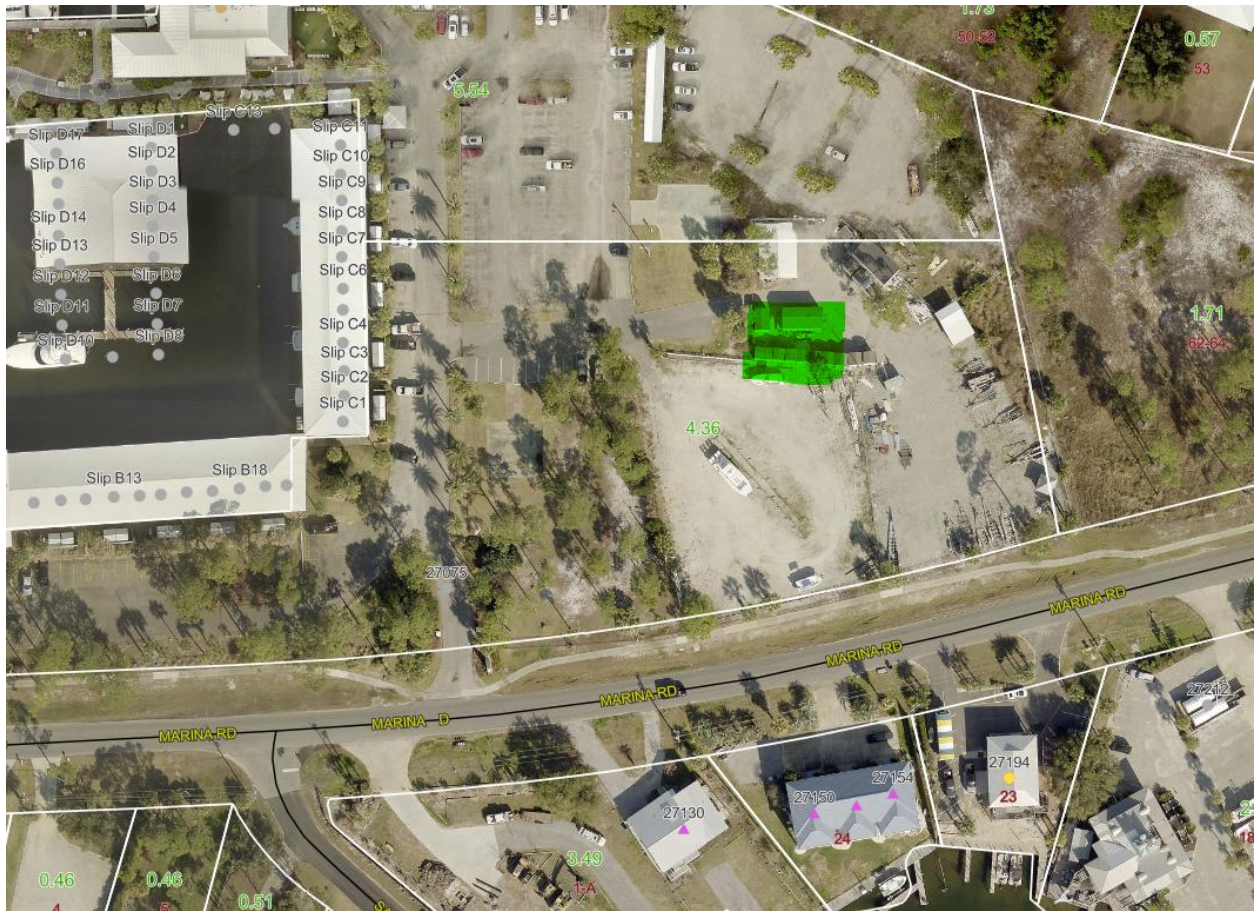
SUBJECT: **Orange Beach Marina
Temporary Portable Building**

1. Orange Beach Marina Incorporated requests approval to allow a temporary portable building in the storage and gravel area to the east of the marina and paved parking area. The temporary portable building will serve as a temporary office for Bluewater Yacht Sales.
2. The property is located at 27075 Marina Road.
3. The property is zoned Planned Unit Development (PUD) and part of the Orange Beach Marina PUD Master Plan.
4. The temporary office will have a dimension of 8 feet by 20 feet. The floor area will cover 160 square feet.
5. Based on office use, the parking regulations require one parking space for the temporary office. The site plan shows one handicapped parking space and access aisle will be provided in front of the temporary office. The surrounding gravel area will provide additional parking.
6. The temporary office will be a Mobile Mini Ground-Level Office that will be ground mounted and made with durable, high-quality materials.
7. The applicant indicates the temporary office will be on the site for 6 months.
8. Per Section 12.0301 of the zoning ordinance, the City Council shall have the right and power to grant special temporary permits for periods not to exceed 6 months for a temporary structure on any lot in any zoning district subject to terms and conditions as the City Council may prescribe.

The City Council may renew or extend any special permit for up to 12 months. The combined terms for any permit and extension cannot exceed 18 months.

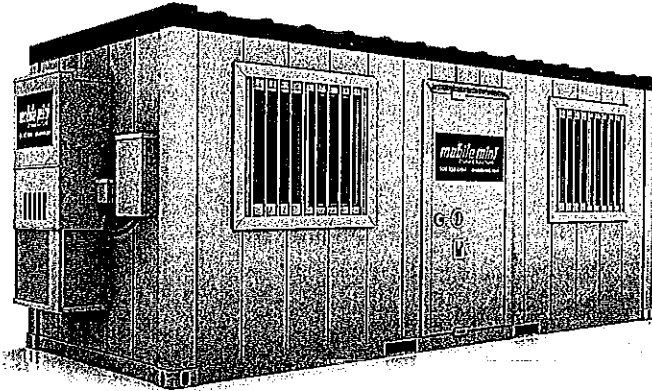
Location Map

The green box area shows the temporary office location.

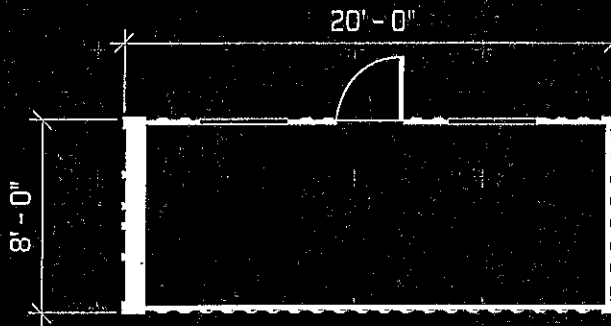


mobile mini

20' x 8' Ground-Level Office



Our 20' x 8' container office features 160 sq. ft. of ground-level office space, and is made with durable, high-quality materials. Customize it your way with a variety of options.



Customization

- Furniture
- Appliances
- Technology
- Locks
- Protection Plans

Dimensions

8' H
8' W
20' L
20' Box Size

Exterior Finish

All steel structural components
1 1/4" plywood sub floor
Standard drip rail gutters
10-16 gauge floor; joist 12
16 gauge steel siding

Interior Finish

Vinyl tile floors
Drywall textured ceilings and walls

Windows / Doors

Horizontal slider windows with screens and mini blinds
Hydraulic Door Closures
MMI High Security Door System with three-part interior locking system

Heating/Cooling

Environmentally controlled with heat and AC

Insulation Values

Roof: R-13
Walls: R-13

General

Ground mounted

Learn more at MobileMini.com or call 800-456-1751





DEVELOPMENT PERMIT APPLICATION

To be completed by Community Development Department Staff

APPLICATION DATA

Application #: _____

Total Fees Paid: _____

Check Number: _____

TYPE OF APPLICATION

- Administrative Site Plan Review
- Site Plan Review
- Preliminary/Final Minor Subdivision Approval
- Preliminary Major Subdivision Approval
- Final Major Subdivision Approval
- Rezoning
- Preliminary PUD Approval
- Final PUD Approval
- PUD Modification
- Temporary Portable Building

NAME OF PROJECT:

Orange Beach Marina Inc. (OBM) PUD Modification

PROJECT DESCRIPTION: (Provide Brief Description of Proposed Development, Subdivision, Rezoning, Portable Building, or Special Event; To include lot sizes, square footage of building coverage, number of lots, proposed land uses, number of units, number of buildings, a project narrative, etc.; If more space is needed attach a separate page)

Temporary Office Building 8' x 20'

PROPERTY INFORMATION:

Address: 27075 Marina Rd Tax Parcel #(s): 65-02-03-3-001-032.000
Orange Beach, AL 36561 65-02-10-0-000-019.000
65-02-03-3-001-033.000

Existing Use: Marina/Restaurant PUD zoning: PUD PPTN #(s) 073118 77304
28294

APPLICANT INFORMATION:

Name: Lucido Engineering & Surveying, LLC Contact Person: Vince Lucido / Sherry Lee
 Address: 24693 Canal Rd, Ste A Orange Beach, AL 36561
 Phone #: (251) 967-3250 Fax #: () Email: Vince Lucido, Lucido Engineering, sherry.lee@lucidoengineering.com, @gmail.com

OWNER INFORMATION:

Name: Forrest Long III & OBM, Inc Contact Person: Forrest Long com
 Address: P.O. Box 270, OBA 36561
 Phone #: (251) 454-5060 Fax #: () Email: Forrestlong@bluewateryacht.com
 Signature (Applicant): [Signature] Date: 5/5/2020
 Signature (Owner): [Signature] Date: 5/5/2020



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 7, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing a franchise for ONE LOVE SHUTTLE LLC to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. (TC)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 07-21-26 26-xxx Authorize Franchise Taxi One Love Shuttle
2. 2026.07.01 Franchise Application - Taxi - One Love Shuttle_public

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING A FRANCHISE FOR
ONE LOVE SHUTTLE LLC
TO OPERATE A TAXI SERVICE WITHIN THE CITY LIMITS AND
POLICE JURISDICTION OF THE CITY OF ORANGE BEACH**

FINDINGS:

1. ONE LOVE SHUTTLE LLC has made application for a non-exclusive franchise for the use of city streets to operate a taxi service within the city limits and police jurisdiction.
2. The City of Orange Beach is willing to grant a non-exclusive franchise on the terms and conditions set out in the City's taxi ordinance.

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 attached franchise agreement by and between the City of Orange Beach and ONE LOVE SHUTTLE LLC, subject to final review by the City Attorney; and
2. ONE LOVE SHUTTLE LLC, within 30 days, shall file its acceptance of the terms of the franchise in the form attached.

ADOPTED THIS 21st DAY OF JULY, 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 July 21, 2026.

City Clerk

**FRANCHISE AGREEMENT AUTHORIZING
ONE LOVE SHUTTLE LLC
TO OPERATE A TAXI SERVICE WITHIN THE CITY LIMITS AND
POLICE JURISDICTION OF THE CITY OF ORANGE BEACH**

This Franchise Agreement is made and entered into by and between the City of Orange Beach, Alabama (hereinafter “City”) and **ONE LOVE SHUTTLE LLC** (hereinafter “Franchisee”).

The City, as a municipal corporation of the State of Alabama, has determined that public convenience and necessity warrants the grant of a franchise for the operation of a taxicab service within the corporate limits of the City.

Franchisee desires to acquire, and the City desires to grant, a franchise for the operation of a taxicab service within the City on the terms and conditions hereinafter set out.

In consideration of the foregoing and of the mutual covenants and agreements hereinafter set out, the receipt and sufficiency of which is hereby mutually acknowledged, it is hereby understood, acknowledged, covenanted, and agreed by and between the parties as follows:

SECTION 1 - Definitions

As used in this franchise, the following terms shall have the meaning assigned as follows:

Bus: Any vehicle designed, constructed or used for the transportation of 16 or more passengers, including the driver, or any vehicle required to obtain commercial licenses and permits pursuant to state and federal laws governing commercial vehicles.

Business: A single act of transporting a passenger or passengers for hire, excluding transportation provided by any public transit agencies.

Business License: The license required by Article III, Sections 50-51 thru 50-63 of the Code of the City of Orange Beach, to operate a taxicab or limousine within the City.

City: The City of Orange Beach and its police jurisdiction.

City Driver’s Permit: A permit issued by the police department for the operation of a taxicab or limousine by an applicant thereof.

Driver / Operator: Any person engaged in the business of operating a taxicab or limousine within the City or its police jurisdiction.

Franchise: The right or special privilege to conduct business in accordance with the methods, procedures, ordinances and regulations of the City of Orange Beach. The franchise is conferred upon the individual or corporation wishing to do business within the City or its police jurisdiction by signed agreement of the franchise applicant on a form provided by the City of Orange Beach, following acceptance and approval of the governing body.

Limousine: A motor vehicle used in the business of transporting passengers for hire in the City or its police jurisdiction, not operated on a fixed route. Limousines are unmetered, unmarked, ground transportation vehicles regularly engaged in the business of transporting passengers on a pre-reserved basis only. Provided, however, the classification “limousine” shall not apply to any motor vehicle which is:

- (1) Classified as a taxicab as herein defined.
- (2) Used exclusively by or under a written agreement with a hotel, motel, airport, hospital, club or other such entity for the transportation of its members, guests, patients or clients; provided, that each vehicle under such agreement will have the same distinctive visible outside painted appearance as each other vehicle under the agreement to any such hotel, motel, airport, hospital, club or other such entity.

(3) Operated as a bus under a franchise granted by the City.

Owner: A person owning or controlling one or more taxicabs or limousines and driving or causing any such vehicle to be driven within the City or its police jurisdiction.

Passenger: A person or persons other than the driver, who is an occupant of a taxicab or limousine, who for the purposes of this ordinance, is presumed to be a passenger or passengers for hire.

Person: An individual, partnership, firm, association, corporation or any other legal entity.

Taxicab: A metered general transportation vehicle regularly engaged in the business of transporting passengers. Any automobile or similar vehicle having a regular seating capacity limited to the number of passengers for which there is an operational, manufacturer installed seatbelt for each individual passenger, engaged in carrying passengers for hire other than along a fixed route. Provided, however, the classification "taxicab" shall not apply to any motor vehicle which is:

- (1) Classified as a limousine as herein defined.
- (2) Used exclusively by or under a written agreement with a hotel, motel, airport, hospital, club or other such entity for the transportation of its members, guests, patients or clients; provided, that each vehicle under such agreement will have the same distinctive visible outside painted appearance as each other vehicle under the agreement to any such hotel, motel, airport, hospital, club or other such entity.
- (3) Operated as a bus under a franchise granted by the City.

Terminal: The fixed base of operations from which the applicant proposes to conduct the taxicab or limousine business.

SECTION 2 - Grant of Franchise

Franchisee is hereby granted a franchise to operate a taxicab service on the public rights of way of the City for the term and upon the terms and conditions set out herein and according to the requirements of Chapter 70, Article VI, Code of Ordinances, City of Orange Beach, the terms of which are incorporated in the statute.

SECTION 3 - Term of Franchise

This franchise shall become effective upon its adoption by the City Council and when Franchisee files its acceptance, attached hereto as Exhibit A, and furnishes proof that it has complied with all of the terms of this Franchise. This Franchise shall expire, unless sooner terminated or extended in writing after the approval of the City, on December 31, 2026.

SECTION 4 - Fares and Receipts

Fare rates, drop fees and mileage rates for any metered taxicab shall be posted in a place in such taxicab that is well lighted and clearly visible to any passenger within such vehicle. A receipt in writing for the amount of metered taxicab fare paid shall be given by the operator or driver of the taxicab to whom such fare is paid, or request of any person paying the same. Such receipt shall show the exact amount of the fare paid, the origin, destination, date and hour of the trip; the state license tag number of the taxicab; the name of the taxicab company and the name of the operator or driver.

SECTION 5 - Termination or Suspension of Franchise Rights

Franchisee's rights under this Franchise may be terminated or suspended by the City in its sole discretion upon Franchisee or any agent or employee of Franchisee violating or failing to comply with any of the provisions of this Franchise Agreement or City Code.

SECTION 6 - Compliance with All Applicable Laws and Regulations

Franchisee shall at all times be and remain in compliance with City Code, all other municipal laws and

regulations, and all other State and Federal laws and regulations applicable to its business and operations, including, without limitation, all licensing and taxation laws and regulations.

SECTION 7 - General Provisions

- (a) The rights of Franchisee hereunder may not be assigned or transferred in whole or in part.
- (b) The rights of Franchisee hereunder are non-exclusive, and the City fully retains the right to grant additional franchises for the same or similar activities.
- (c) Nothing in this Franchise is to be construed as a limitation on the City’s authority to further regulate the business or operation of taxicabs or other incidences of Franchisee’s business or operations by municipal ordinance or on the City’s plenary authority to regulate and control the use of its streets, alleys, and public ways.
- (d) The grant and continuance of this Franchise is expressly conditioned on payment of the appropriate franchise fees in the amount of 2% of gross receipts on the 15th day of the month following the end of each quarter during the term of this Franchise, on the payment of all expenses of publication of this Franchise and on the payment to the City of the expense of preparation of this Franchise upon its execution in the amount of \$250.00. A 25% penalty will be assessed if payment is not received within ten (10) days of the due date. Failure to make any such payment when due shall automatically render this Franchise void.
- (e) Franchisee shall indemnify the City and its officers, agents and employees from any actions or damages of any character to any person, including personal injuries resulting in death or property damage by the conduct of Franchisee’s business. Franchisee shall pay any judgment, with costs, obtained against the City, its officers, agents, or employees arising out of any such injury or damage, including costs and expenses of defense.
- (f) In the event the City finds it necessary to employ legal counsel in connection with the enforcement of this Franchise Agreement or the defense of actions taken with regard to the termination of this Franchise Agreement, Franchisee shall reimburse the City for all expenses incurred, including reasonable attorneys’ fees.

Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

ONE LOVE SHUTTLE LLC
Franchisee

By: _____

Its: _____

**ACCEPTANCE OF A FRANCHISE
IN THE CITY OF ORANGE BEACH, ALABAMA**

RECITALS:

1. The City of Orange Beach, Alabama (“City”) by action of its City Council on July 21, 2026, adopted Resolution No. 26-xxx (“Resolution”) approving a non-exclusive franchise for the use of the public streets to provide taxicab services under the terms and conditions set out in the Franchise Agreement for ONE LOVE SHUTTLE LLC (“Provider”).
2. The Resolution requires the Provider to accept the terms of the Resolution in a form and substance acceptable to the City.

NOW, THEREFORE, pursuant to the terms and requirements of the Resolution, and in consideration of the City’s approval of the Franchise, Provider accepts the Franchise and makes the following representations and warranties to the City:

1. Provider is authorized to do business in Alabama and has full power, authority, and legal capacity to execute, deliver, and perform this Acceptance and perform the terms and conditions of the Franchise;
2. All actions necessary to authorize the execution and delivery of this Acceptance and the performance of the Franchise, have been duly authorized;
3. Provider has carefully read the terms and conditions of the Franchise and accepts all of the terms and conditions imposed thereunder, and agrees to abide by the same;
4. Provider acknowledges by acceptance of the Franchise that it has not been induced to accept the Franchise by reason of any promise, verbal or written, by or on behalf of the City, or by any third person, regarding any term or condition of the Franchise not expressed therein;
5. The Provider agrees to comply with all of the terms and conditions of the City's Ordinances and other laws and rules applicable to Providers’ business;
6. Provider will immediately notify the City if it be engages in an activity that is neither contemplated nor authorized under the terms of the Agreement; and
7. Concurrent with this acceptance of the Agreement, Provider agrees to perform the following tasks within thirty (30) days of the adoption of the Resolution and any necessary publication, unless another date is specified in the Agreement:
 - A. Pay all required application fees required under the terms of the Agreement;
 - B. Pay the costs of any necessary publication;
 - C. File a certificate of insurance as required under the terms of the Agreement; and
 - D. Acquire a business license from the City of Orange Beach.

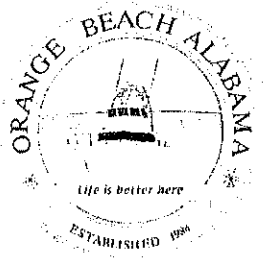
Failure to perform all such actions within a timely manner shall be deemed to be a rejection and repudiation of the Franchise Agreement.

Dated: _____

ONE LOVE SHUTTLE LLC

By: _____

Its: _____



CITY of ORANGE BEACH
FRANCHISE APPLICATION
For Taxi and/or Limousine Service

CR# 027029

\$150.00

NEW
 RENEWAL

Legal Name of Business ONE LOVE SHUTTLE LLC

Applicant's Name PAUL HARRIS

Mailing Address 19664 W 36TH AVE APT 306 GULF SHORES 36542

Physical Address of Terminal (Office) 9879 FOLEY BEACH EXPY, FOLEY 36939

Physical Address Vehicle Storage 2950 KONIAR WAY, FOLEY 36935

Telephone 251-904-9434 E-Mail PAULHARRIS3421@GMAIL.COM

Type of Franchise Requested _____

Number of Vehicles Operating 1

Owner/Officers	Address	DOB
<u>PAUL HARRIS</u>	<u>GULF SHORES</u>	<u>04/08/1997</u>
_____	_____	_____
_____	_____	_____

Drivers	Address	DOB
<u>PAUL HARRIS</u>	<u>GULF SHORES</u>	<u>04/08/1997</u>
_____	_____	_____
_____	_____	_____

\$250.00 NON-REFUNDABLE APPLICATION FEE SHALL BE PAID WITH APPLICATION

DATE PAID 6/15/24

1. Attach copy of driver's license for ALL owners, officers and drivers.
 2. Attach at least two (2) completed Applicant Reference Forms, for applicant and each owner/officer.
 3. Attach a copy of proof of insurance showing City of Orange Beach as additional insured.
 4. Attach a financial statement showing in detail applicant's current financial condition.
- Alabama Public Service Commission Permit No. _____ (For transport of passengers outside the

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

ONE LOVE SHUTTLE LLC

This name reservation is for the exclusive use of Paul Harris, 9879 FOLEY BEACH EXPRESS, FOLEY, AL 36535 for a period of one year beginning 04/23/2026 and expiring 04/23/2027



286565

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

04/23/2026

Date

Wes Allen

Secretary of State



TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

NOTICE TO APPLICANT: You must submit two (2) Applicant Reference Forms filled out and signed by two (2) separate individuals who are not related to you in any way, including through marriage. This form must be signed by the character reference and his/her signature must then be notarized. **Supplying false information on this document may result in criminal charges being filed.**

PAUL HARRIS
Tatyana Howell (name of applicant), has filed an application to operate a for-hire vehicle/business in Orange Beach, AL. As a character reference for the applicant, please complete this form and return it to the applicant for submission with his/her Franchise Application.

1. Is the applicant related to you by blood or marriage? ___ YES NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 3 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: FRIEND
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character very high ___ high ___ average ___ below average ___ not acceptable
Honesty very high ___ high ___ average ___ below average ___ not acceptable
Reliability very high ___ high ___ average ___ below average ___ not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
___ YES NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? YES ___ NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference Tatyana Howell
Address of Character Reference 679 E Michigan Ave Apt 601
(city) Foley (state) AL (zip) 36535
Cell phone 251-494-6769 Home phone 251-484-6365 Business Phone _____

Dated: 6/15/2026 Signature of Character Reference: T. Howell

Sworn before me this 15 day of June, 2026

Notary Public Signature _____

Shermaine Henry-Horton
Notary Public, Alabama State at Large
My Commission Expires February 26, 2030



TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

NOTICE TO APPLICANT: You must submit two (2) Applicant Reference Forms filled out and signed by two (2) separate individuals who are not related to you in any way, including through marriage. This form must be signed by the character reference and his/her signature must then be notarized. **Supplying false information on this document may result in criminal charges being filed.**

PAUL HARRIS (name of applicant), has filed an application to operate a for-hire vehicle/business in Orange Beach, AL. As a character reference for the applicant, please complete this form and return it to the applicant for submission with his/her Franchise Application.

1. Is the applicant related to you by blood or marriage? ___ YES NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 5 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: Friend
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character very high ___ high ___ average ___ below average ___ not acceptable
Honesty very high ___ high ___ average ___ below average ___ not acceptable
Reliability very high ___ high ___ average ___ below average ___ not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
___ YES NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? YES ___ NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference Patrick Lindsey
Address of Character Reference 363 Beverly St Apt 363
(city) Chinesville (state) GA (zip) 31313
Cell phone 251 609 0508 Home phone _____ Business Phone _____

Dated: 6-15-26 Signature of Character Reference: Patrick Lindsey

Sworn before me this 15 day of June, 2026

Notary Public Signature _____

Shermaine Henry-Horton
Notary Public, Alabama State at Large
My Commission Expires February 26, 2030

FN COMMERCIAL DRIVER LICENSE



ALABAMA



NO. 11102167

CLASS C

D.O.B. 04-08-1997

EXP 01-21-2030

PAULA
HARRIS

19664 W 36TH AVE APT 806

GULF SHORES AL 36542-5702

ENDORSEMENTS P

REST E L

ISS 01-21-2026

SEX M

HT 6-02

EYES BRO

WT 290

HAIR BLK

Secretary Hal Taylor
Secretary of Law Enforcement



ADDITIONAL REMARKS SCHEDULE

AGENCY BANC INS SERVS INC		NAMED INSURED One Love Shuttle, LLC 19664 W 26th Ave Gulf Shores, AL 36542	
POLICY NUMBER 875143991		EFFECTIVE DATE: 06/04/2026	
CARRIER Progressive Specialty Insurance Company	NAIC CODE 32786		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	\$25,000/\$50,000

Description of Location/Vehicles/Special Items

Scheduled autos only

Description	Limits	Stated Amount
2009 CHEVROLET C4500 1GBE4V1979F413309		\$7,001
Comprehensive	\$2,500 Ded	
Collision	\$2,500 Ded	
2017 FREIGHTLINER CHASSIS 4UZADRDU8HCJH1140		\$36,001
Comprehensive	\$2,500 Ded	
Collision	\$2,500 Ded	
2015 FORD F650 3FRNF6FL5FV699024		\$52,901
Comprehensive	\$2,500 Ded	
Collision	\$2,500 Ded	

Additional Information

Blanket Waiver of Subrogation in favor of the certificate holder, but only if party to a written waiver agreement executed by the named insured, as required by contract, prior to the occurrence of any loss. The certificate holder is an additional insured if required by written contract executed by the named insured prior to the occurrence of any loss, per blanket AI endorsement.

June 15th, 2026

One Love Shuttle LLC – Request for Franchise Agreement

Dear City Council Members,

I hope this letter finds you well. My name is Paul Harris, and I have proudly called this community home since 2018. Over the years, I have witnessed firsthand the tremendous growth of our city and the vital role tourism and hospitality play in supporting the local economy. Much of this success is made possible by the hardworking seasonal employees and international students who help keep our businesses operating during peak seasons.

Despite their important contributions, many H-2B and J-1 workers continue to face serious challenges when it comes to securing safe, reliable, and affordable transportation. Limited transportation options often make it difficult for these workers to travel between housing facilities and workplaces, especially during late-night hours when public transportation is unavailable.

To help address this issue, One Love Shuttle was established to provide dependable and affordable transportation services throughout Baldwin County. Our goal is to partner with local employers and housing providers to ensure seasonal workers have consistent access to transportation to and from work in a safe and timely manner.

Approving One Love Shuttle to operate within your city would provide several meaningful benefits to the community, which include:

- Reducing traffic congestion and the number of individual vehicles on the road
- Supporting local businesses by improving workforce reliability and attendance
- Promoting safer transportation options for employees working late-night shifts
- Assisting seasonal workers who are essential to our tourism and hospitality industries
- Encouraging a more organized and efficient transportation system within the community

Most importantly, this service would provide peace of mind to workers who often travel long distances after exhausting shifts, many ending late at night. Reliable transportation not only improves their quality of life, but also strengthens the businesses and community that depend on them.

For these reasons, I respectfully request your approval for One Love Shuttle to operate within your city. I truly appreciate your time, consideration, and commitment to supporting initiatives that positively impact both our workforce and the community as a whole.

Thank you for your consideration, and I look forward to the opportunity to serve our community responsibly and professionally.

Yours Respectfully

Paul Harris
Owner, One Love Shuttle LLC
Notary Public, Alabama State at Large
251-504-9484
Paulharris8421@gmail.com



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 7, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing a franchise for Granbury Executive Transport, LLC, to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. (TC)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 07-21-26 26-xxx Authorize Franchise Taxi Granbury Executive Transport
2. 2026.07.01 Franchise Application - Taxi - Granbury Executive Transport_public

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING A FRANCHISE FOR
GRANBURY EXECUTIVE TRANSPORT, LLC
TO OPERATE A TAXI SERVICE WITHIN THE CITY LIMITS AND
POLICE JURISDICTION OF THE CITY OF ORANGE BEACH**

FINDINGS:

1. Granbury Executive Transport, LLC, has made application for a non-exclusive franchise for the use of city streets to operate a taxi service within the city limits and police jurisdiction.
2. The City of Orange Beach is willing to grant a non-exclusive franchise on the terms and conditions set out in the City's taxi ordinance.

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 attached franchise agreement by and between the City of Orange Beach and Granbury Executive Transport, LLC, subject to final review by the City Attorney; and
2. Granbury Executive Transport, LLC, within 30 days, shall file its acceptance of the terms of the franchise in the form attached.

ADOPTED THIS 21st DAY OF JULY, 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 July 21, 2026.

City Clerk

**FRANCHISE AGREEMENT AUTHORIZING
GRANBURY EXECUTIVE TRANSPORT, LLC
TO OPERATE A TAXI SERVICE WITHIN THE CITY LIMITS AND
POLICE JURISDICTION OF THE CITY OF ORANGE BEACH**

This Franchise Agreement is made and entered into by and between the City of Orange Beach, Alabama (hereinafter “City”) and **GRANBURY EXECUTIVE TRANSPORT, LLC** (hereinafter “Franchisee”).

The City, as a municipal corporation of the State of Alabama, has determined that public convenience and necessity warrants the grant of a franchise for the operation of a taxicab service within the corporate limits of the City.

Franchisee desires to acquire, and the City desires to grant, a franchise for the operation of a taxicab service within the City on the terms and conditions hereinafter set out.

In consideration of the foregoing and of the mutual covenants and agreements hereinafter set out, the receipt and sufficiency of which is hereby mutually acknowledged, it is hereby understood, acknowledged, covenanted, and agreed by and between the parties as follows:

SECTION 1 - Definitions

As used in this franchise, the following terms shall have the meaning assigned as follows:

Bus: Any vehicle designed, constructed or used for the transportation of 16 or more passengers, including the driver, or any vehicle required to obtain commercial licenses and permits pursuant to state and federal laws governing commercial vehicles.

Business: A single act of transporting a passenger or passengers for hire, excluding transportation provided by any public transit agencies.

Business License: The license required by Article III, Sections 50-51 thru 50-63 of the Code of the City of Orange Beach, to operate a taxicab or limousine within the City.

City: The City of Orange Beach and its police jurisdiction.

City Driver’s Permit: A permit issued by the police department for the operation of a taxicab or limousine by an applicant thereof.

Driver / Operator: Any person engaged in the business of operating a taxicab or limousine within the City or its police jurisdiction.

Franchise: The right or special privilege to conduct business in accordance with the methods, procedures, ordinances and regulations of the City of Orange Beach. The franchise is conferred upon the individual or corporation wishing to do business within the City or its police jurisdiction by signed agreement of the franchise applicant on a form provided by the City of Orange Beach, following acceptance and approval of the governing body.

Limousine: A motor vehicle used in the business of transporting passengers for hire in the City or its police jurisdiction, not operated on a fixed route. Limousines are unmetered, unmarked, ground transportation vehicles regularly engaged in the business of transporting passengers on a pre-reserved basis only. Provided, however, the classification “limousine” shall not apply to any motor vehicle which is:

- (1) Classified as a taxicab as herein defined.
- (2) Used exclusively by or under a written agreement with a hotel, motel, airport, hospital, club or other such entity for the transportation of its members, guests, patients or clients; provided, that each vehicle under such agreement will have the same distinctive visible outside painted appearance as each other vehicle under the agreement to any such hotel, motel, airport, hospital, club or other such entity.

(3) Operated as a bus under a franchise granted by the City.

Owner: A person owning or controlling one or more taxicabs or limousines and driving or causing any such vehicle to be driven within the City or its police jurisdiction.

Passenger: A person or persons other than the driver, who is an occupant of a taxicab or limousine, who for the purposes of this ordinance, is presumed to be a passenger or passengers for hire.

Person: An individual, partnership, firm, association, corporation or any other legal entity.

Taxicab: A metered general transportation vehicle regularly engaged in the business of transporting passengers. Any automobile or similar vehicle having a regular seating capacity limited to the number of passengers for which there is an operational, manufacturer installed seatbelt for each individual passenger, engaged in carrying passengers for hire other than along a fixed route. Provided, however, the classification "taxicab" shall not apply to any motor vehicle which is:

- (1) Classified as a limousine as herein defined.
- (2) Used exclusively by or under a written agreement with a hotel, motel, airport, hospital, club or other such entity for the transportation of its members, guests, patients or clients; provided, that each vehicle under such agreement will have the same distinctive visible outside painted appearance as each other vehicle under the agreement to any such hotel, motel, airport, hospital, club or other such entity.
- (3) Operated as a bus under a franchise granted by the City.

Terminal: The fixed base of operations from which the applicant proposes to conduct the taxicab or limousine business.

SECTION 2 - Grant of Franchise

Franchisee is hereby granted a franchise to operate a taxicab service on the public rights of way of the City for the term and upon the terms and conditions set out herein and according to the requirements of Chapter 70, Article VI, Code of Ordinances, City of Orange Beach, the terms of which are incorporated in the statute.

SECTION 3 - Term of Franchise

This franchise shall become effective upon its adoption by the City Council and when Franchisee files its acceptance, attached hereto as Exhibit A, and furnishes proof that it has complied with all of the terms of this Franchise. This Franchise shall expire, unless sooner terminated or extended in writing after the approval of the City, on December 31, 2026.

SECTION 4 - Fares and Receipts

Fare rates, drop fees and mileage rates for any metered taxicab shall be posted in a place in such taxicab that is well lighted and clearly visible to any passenger within such vehicle. A receipt in writing for the amount of metered taxicab fare paid shall be given by the operator or driver of the taxicab to whom such fare is paid, or request of any person paying the same. Such receipt shall show the exact amount of the fare paid, the origin, destination, date and hour of the trip; the state license tag number of the taxicab; the name of the taxicab company and the name of the operator or driver.

SECTION 5 - Termination or Suspension of Franchise Rights

Franchisee's rights under this Franchise may be terminated or suspended by the City in its sole discretion upon Franchisee or any agent or employee of Franchisee violating or failing to comply with any of the provisions of this Franchise Agreement or City Code.

SECTION 6 - Compliance with All Applicable Laws and Regulations

Franchisee shall at all times be and remain in compliance with City Code, all other municipal laws and

regulations, and all other State and Federal laws and regulations applicable to its business and operations, including, without limitation, all licensing and taxation laws and regulations.

SECTION 7 - General Provisions

- (a) The rights of Franchisee hereunder may not be assigned or transferred in whole or in part.
- (b) The rights of Franchisee hereunder are non-exclusive, and the City fully retains the right to grant additional franchises for the same or similar activities.
- (c) Nothing in this Franchise is to be construed as a limitation on the City’s authority to further regulate the business or operation of taxicabs or other incidences of Franchisee’s business or operations by municipal ordinance or on the City’s plenary authority to regulate and control the use of its streets, alleys, and public ways.
- (d) The grant and continuance of this Franchise is expressly conditioned on payment of the appropriate franchise fees in the amount of 2% of gross receipts on the 15th day of the month following the end of each quarter during the term of this Franchise, on the payment of all expenses of publication of this Franchise and on the payment to the City of the expense of preparation of this Franchise upon its execution in the amount of \$250.00. A 25% penalty will be assessed if payment is not received within ten (10) days of the due date. Failure to make any such payment when due shall automatically render this Franchise void.
- (e) Franchisee shall indemnify the City and its officers, agents and employees from any actions or damages of any character to any person, including personal injuries resulting in death or property damage by the conduct of Franchisee’s business. Franchisee shall pay any judgment, with costs, obtained against the City, its officers, agents, or employees arising out of any such injury or damage, including costs and expenses of defense.
- (f) In the event the City finds it necessary to employ legal counsel in connection with the enforcement of this Franchise Agreement or the defense of actions taken with regard to the termination of this Franchise Agreement, Franchisee shall reimburse the City for all expenses incurred, including reasonable attorneys’ fees.

Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

Granbury Executive Transport, LLC
Franchisee

By: _____

Its: _____

**ACCEPTANCE OF A FRANCHISE
IN THE CITY OF ORANGE BEACH, ALABAMA**

RECITALS:

1. The City of Orange Beach, Alabama (“City”) by action of its City Council on July 21, 2026, adopted Resolution No. 26-xxx (“Resolution”) approving a non-exclusive franchise for the use of the public streets to provide taxicab services under the terms and conditions set out in the Franchise Agreement for Granbury Executive Transport, LLC (“Provider”).
2. The Resolution requires the Provider to accept the terms of the Resolution in a form and substance acceptable to the City.

NOW, THEREFORE, pursuant to the terms and requirements of the Resolution, and in consideration of the City’s approval of the Franchise, Provider accepts the Franchise and makes the following representations and warranties to the City:

1. Provider is authorized to do business in Alabama and has full power, authority, and legal capacity to execute, deliver, and perform this Acceptance and perform the terms and conditions of the Franchise;
2. All actions necessary to authorize the execution and delivery of this Acceptance and the performance of the Franchise, have been duly authorized;
3. Provider has carefully read the terms and conditions of the Franchise and accepts all of the terms and conditions imposed thereunder, and agrees to abide by the same;
4. Provider acknowledges by acceptance of the Franchise that it has not been induced to accept the Franchise by reason of any promise, verbal or written, by or on behalf of the City, or by any third person, regarding any term or condition of the Franchise not expressed therein;
5. The Provider agrees to comply with all of the terms and conditions of the City's Ordinances and other laws and rules applicable to Providers’ business;
6. Provider will immediately notify the City if it be engages in an activity that is neither contemplated nor authorized under the terms of the Agreement; and
7. Concurrent with this acceptance of the Agreement, Provider agrees to perform the following tasks within thirty (30) days of the adoption of the Resolution and any necessary publication, unless another date is specified in the Agreement:
 - A. Pay all required application fees required under the terms of the Agreement;
 - B. Pay the costs of any necessary publication;
 - C. File a certificate of insurance as required under the terms of the Agreement; and
 - D. Acquire a business license from the City of Orange Beach.

Failure to perform all such actions within a timely manner shall be deemed to be a rejection and repudiation of the Franchise Agreement.

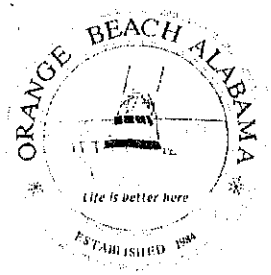
Dated: _____

Granbury Executive Transport, LLC

By: _____

Its: _____

#8493
\$ 250.00



CITY of ORANGE BEACH
FRANCHISE APPLICATION
For Taxi and/or Limousine Service

NEW
 RENEWAL

Legal Name of Business Granbury Executive Transport, LLC

Applicant's Name Adam Clark

Mailing Address 4851 Wharf Parkway East, D-216 - OFFICE Bldg. Orange Beach, AL

Physical Address of Terminal (Office) 4851 Wharf Parkway East, D-216, OFFICE Bldg., Orange Beach, AL

Physical Address Vehicle Storage 3190 Airport Dr., Gulf Shores AL 36542

Telephone 251-501-7989 E-Mail Adam@getgranbury.com

Type of Franchise Requested _____

Number of Vehicles Operating 4

Owner/Officers	Address	DOB
<u>Daniel Robertson</u>	<u>4112 Bar Harbor Ct, Granbury TX</u>	<u>7-17-84</u>
<u>Michelle Robertson</u>	<u>4112 Bar Harbor Ct, Granbury TX 76049</u>	<u>8-10-81</u>
<u>Adam Clark</u>	<u>3703 Acorn Run Granbury TX 76049</u>	<u>3-6-81</u>

Drivers	Address	DOB
<u>Daniel Robertson</u>	<u>4112 Bar Harbor Ct, Granbury TX 76049</u>	<u>7-17-84</u>
<u>Adam Clark</u>	<u>3703 Acorn Run Granbury TX 76049</u>	<u>3-6-81</u>
<u>Sunchai May</u>	<u>16799 Pocher Ct, Foley AL 36535</u>	<u>4-22-82</u>
<u>Michelle Robertson</u>	<u>4112 Bar Harbor Ct Granbury TX 76049</u>	<u>8-10-81</u>

\$250.00 NON-REFUNDABLE APPLICATION FEE SHALL BE PAID WITH APPLICATION

DATE PAID 6/29/2016


1. Attach copy of driver's license for ALL owners, officers and drivers.
2. Attach at least two (2) completed Applicant Reference Forms, for applicant and each owner/officer.
3. Attach a copy of proof of insurance showing City of Orange Beach as additional insured.
4. Attach a financial statement showing in detail applicant's current financial condition.

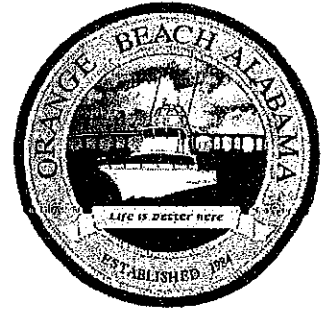
Alabama Public Service Commission Permit No. _____ (For transport of passengers outside the

Applicant has read and understands City of Orange Beach Code of Ordinance Chapter 70 article VI and agrees to comply with all requirements to operate in the city.

Applicant agrees to pay all costs and expenses incurred by the City in preparation of the Franchise agreement and the enactment of the enabling ordinance, to include attorney's fees for drafting of the Franchise agreement.

APPLICANT UNDERSTANDS THAT THE FILING OF THIS APPLICATION DOES NOT, IN ITSELF, CONSTITUTE AUTHORITY TO OPERATE AND WILL SUBMIT SUCH ADDITIONAL INFORMATION IN CONNECTION WITH THIS APPLICATION AS THE COUNCIL MAY REQUIRE.

Applicant Signature  Date 6-25-26



TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

NOTICE TO APPLICANT: You must submit two (2) Applicant Reference Forms filled out and signed by two (2) separate individuals who are not related to you in any way, including through marriage. This form must be signed by the character reference and his/her signature must then be notarized. **Supplying false information on this document may result in criminal charges being filed.**

Adam Clark (name of applicant), has filed an application to operate a for-hire vehicle/business in Orange Beach, AL. As a character reference for the applicant, please complete this form and return it to the applicant for submission with his/her Franchise Application.

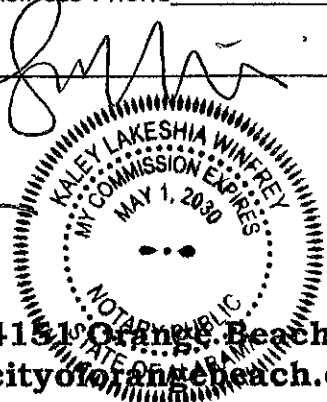
1. Is the applicant related to you by blood or marriage? ___ YES NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 1.5 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: Friend
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character very high ___ high ___ average ___ below average ___ not acceptable
Honesty very high ___ high ___ average ___ below average ___ not acceptable
Reliability very high ___ high ___ average ___ below average ___ not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
___ YES NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? YES ___ NO
7. Please provide any further comment that you feel is relevant on the back of this form.

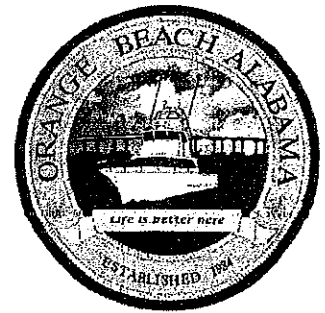
Print Name of Character Reference Sunchai May
Address of Character Reference 16799 Rocher Ct
(city) Flora (state) Al (zip) 36535
Cell phone 305-898-4382 Home phone NA Business Phone 817-502-9831

Dated: 06/25/2026 Signature of Character Reference: _____

Sworn before me this 25 day of June, 2026

Notary Public Signature Kaley Lakeshia Winfrey





TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

NOTICE TO APPLICANT: You must submit two (2) Applicant Reference Forms filled out and signed by two (2) separate individuals who are not related to you in any way, including through marriage. This form must be signed by the character reference and his/her signature must then be notarized. **Supplying false information on this document may result in criminal charges being filed.**

Adam Clark (name of applicant), has filed an application to operate a for-hire vehicle/business in Orange Beach, AL. As a character reference for the applicant, please complete this form and return it to the applicant for submission with his/her Franchise Application.

1. Is the applicant related to you by blood or marriage? ___ YES NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 2 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: friend
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character very high ___ high ___ average ___ below average ___ not acceptable
Honesty very high ___ high ___ average ___ below average ___ not acceptable
Reliability very high ___ high ___ average ___ below average ___ not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
___ YES NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? YES ___ NO
7. Please provide any further comment that you feel is relevant on the back of this form.

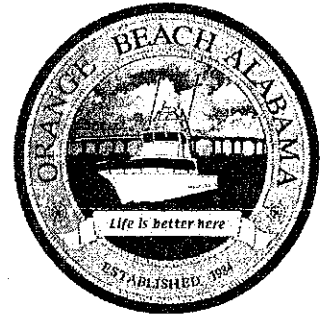
Print Name of Character Reference Meg Curlee
Address of Character Reference 4568 Cher Ln
(city) Gulf Shores (state) AL (zip) 36542
Cell phone 601 5034778 Home phone _____ Business Phone _____

Dated: 6/85/20 Signature of Character Reference: Meg Curlee

Sworn before me this 25 day of June, 2020.

Notary Public Signature Kaley Lakeshia Winfrey





TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

NOTICE TO APPLICANT: You must submit two (2) Applicant Reference Forms filled out and signed by two (2) separate individuals who are not related to you in any way, including through marriage. This form must be signed by the character reference and his/her signature must then be notarized. **Supplying false information on this document may result in criminal charges being filed.**

Michelle Robertson (name of applicant), has filed an application to operate a for-hire vehicle/business in Orange Beach, AL. As a character reference for the applicant, please complete this form and return it to the applicant for submission with his/her Franchise Application.

1. Is the applicant related to you by blood or marriage? ___ YES NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 2 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: friends
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character very high ___ high ___ average ___ below average ___ not acceptable
Honesty very high ___ high ___ average ___ below average ___ not acceptable
Reliability very high ___ high ___ average ___ below average ___ not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
___ YES NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? YES ___ NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference Meg Curlee
Address of Character Reference 4568 Cedar Ln
(city) Gulf Shores (state) AL (zip) 96542
Cell phone 6015034775 Home phone _____ Business Phone _____

Dated: 6/25/2024 Signature of Character Reference: Meg Curlee

Sworn before me this 25 day of June, 2024

Notary Public Signature Kaley Lakeshia Winfrey





TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

NOTICE TO APPLICANT: You must submit two (2) Applicant Reference Forms filled out and signed by two (2) separate individuals who are not related to you in any way, including through marriage. This form must be signed by the character reference and his/her signature must then be notarized. **Supplying false information on this document may result in criminal charges being filed.**

Michelle Robertson (name of applicant), has filed an application to operate a for-hire vehicle/business in Orange Beach, AL. As a character reference for the applicant, please complete this form and return it to the applicant for submission with his/her Franchise Application.

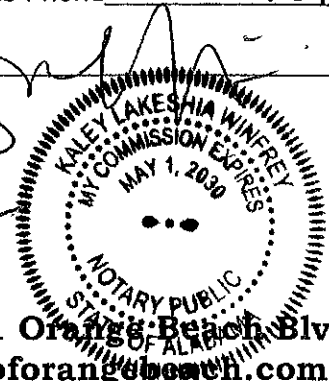
1. Is the applicant related to you by blood or marriage? ___ YES NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 15 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: Friend
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character very high ___ high ___ average ___ below average ___ not acceptable
Honesty very high ___ high ___ average ___ below average ___ not acceptable
Reliability very high ___ high ___ average ___ below average ___ not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
___ YES NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? YES ___ NO
7. Please provide any further comment that you feel is relevant on the back of this form.

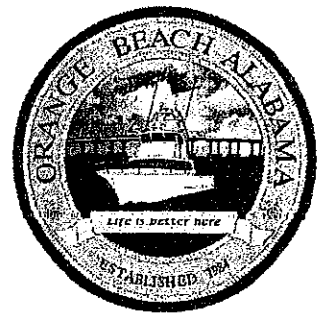
Print Name of Character Reference Sunchai May
Address of Character Reference 16799 Rocher Ct
(city) Foley (state) AL (zip) 36535
Cell phone 305-819-4382 Home phone N/A Business Phone 817-502-9831

Dated: 6/25/2024 Signature of Character Reference: _____

Sworn before me this 25 day of June, 2024

Notary Public Signature Kaley Lakeshia Winfrey





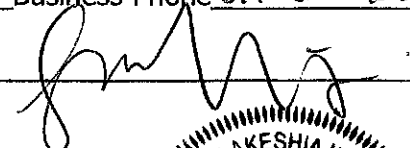
TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

NOTICE TO APPLICANT: You must submit two (2) Applicant Reference Forms filled out and signed by two (2) separate individuals who are not related to you in any way, including through marriage. This form must be signed by the character reference and his/her signature must then be notarized. **Supplying false information on this document may result in criminal charges being filed.**

Daniel Robertson (name of applicant), has filed an application to operate a for-hire vehicle/business in Orange Beach, AL. As a character reference for the applicant, please complete this form and return it to the applicant for submission with his/her Franchise Application.

1. Is the applicant related to you by blood or marriage? YES NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 1.5 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: Friend
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character very high high average below average not acceptable
Honesty very high high average below average not acceptable
Reliability very high high average below average not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
 YES NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? YES NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference Sanchai May
Address of Character Reference 16799 Rocher Ct
(city) Foley (state) Al (zip) 36535
Cell phone 205-898-4382 Home phone N/A Business Phone 917-002-9831

Dated: 6/25/2020 Signature of Character Reference: 

Sworn before me this 25 day of June, 2020.

Notary Public Signature Kaley Lakeshia Winfrey





TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

NOTICE TO APPLICANT: You must submit two (2) Applicant Reference Forms filled out and signed by two (2) separate individuals who are not related to you in any way, including through marriage. This form must be signed by the character reference and his/her signature must then be notarized. **Supplying false information on this document may result in criminal charges being filed.**

Daniel Robertson (name of applicant), has filed an application to operate a for-hire vehicle/business in Orange Beach, AL. As a character reference for the applicant, please complete this form and return it to the applicant for submission with his/her Franchise Application.

1. Is the applicant related to you by blood or marriage? ___ YES NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 2 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: Friends
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character very high ___ high ___ average ___ below average ___ not acceptable
Honesty very high ___ high ___ average ___ below average ___ not acceptable
Reliability very high ___ high ___ average ___ below average ___ not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
___ YES NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? YES ___ NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference Meg Curlee
Address of Character Reference 4568 Jcher Ln
(city) Gulf Shores (state) AL (zip) 36542
Cell phone (615) 34778 Home phone _____ Business Phone _____

Dated: 6/25/2016 Signature of Character Reference: Meg Curlee

Sworn before me this 25 day of June, 2016

Notary Public Signature Kaley Lakeshia Winfrey





COASTAL ALABAMA EXPANSION PORTFOLIO

Business Plan, Financial Responsibility Statement & Franchise Permit Proposal

- Driver training
- Customer privacy policies
- Regulatory compliance

Financial Responsibility

The Alabama expansion is funded through existing company revenue and operational capital generated by Texas operations. G.E.T. maintains adequate financial resources to support fleet acquisition, staffing, insurance, dispatch operations, and sustained long-term service without reliance on public funding.

Economic Impact

G.E.T. intends to create local employment, support the hospitality industry, partner with hotels and healthcare providers, utilize local maintenance vendors, and contribute to the continued growth of tourism and business travel in Coastal Alabama.

Awards & Recognition

- Hood County News Best of Hood County Transportation Services (2024)
- Hood County News Best of Hood County Transportation Services (2025)
- Granbury Chamber of Commerce Rising Star Award (2024)

Three-Year Growth Strategy

- Expand fleet capacity
- Hire Alabama-based chauffeurs
- Develop hotel and corporate partnerships
- Expand accessible transportation
- Support airport transportation growth

Commitment to the City of Orange Beach

Granbury Executive Transport commits to maintaining high safety standards, professional chauffeurs, clean and well-maintained vehicles, regulatory compliance, and long-term investment in the city of Orange Beach and surrounding Coastal Alabama communities.

Contact Information

Adam Clark
Chief Operating Officer
817-756-6905
Granbury Executive Transport, LLC
adam@getgranbury.com
www.getgranbury.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/25/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER All American Insurance Associates 4810 E US Hwy. 377 Granbury TX 76049-7721		CONTACT NAME: Taylor Walls PHONE (A/C, No, Ext): (817) 573-2118 E-MAIL ADDRESS: taylorlw@allamerins.com FAX (A/C, No): (817) 573-7959																						
INSURED Granbury Executive Transport LLC 125 M&M Ranch Road Suite 1 Granbury TX 76049		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>United States Liability Insurance Group</td> <td>25895</td> </tr> <tr> <td>INSURER B:</td> <td>National Liability & Fire Insurance Company</td> <td>20052</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	United States Liability Insurance Group	25895	INSURER B:	National Liability & Fire Insurance Company	20052	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES CERTIFICATE NUMBER: CL2572813182 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

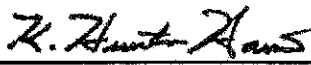
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL 1257370	07/27/2025	07/27/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			73APB009248	07/27/2025	07/27/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Unins/Underins CSL ea \$ 100,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is listed as Additional Insured on a Primary and Noncontributory basis on all listed policies except for Workers Compensation and Employers Liability. A Waiver of Subrogation in favor of the Certificate Holder applies on all listed policies. All terms subject to policy conditions and requirement within a written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Orange Beach 4099 Orange Beach Boulevard Orange Beach AL 36561	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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Texas
DEPARTMENT OF TRANSPORTATION

DIRECTOR



DRIVER LICENSE

40. DL: 1489
9. Class: C
41. Exp: 08/10/2031
42. Iss: 08/07/2023

1. ROBERTSON
2. WILLOW E.

8. 4112
GRANDPRAIRIE, TX 75049

12. Rest: NONE
15. Hgt: 5'-02"
16. Sex: M
17. Eyes: BRO
18. Hair: BRN

5. DD: 2462831018905722547

W. Robertson

Texas
DRIVER LICENSE

Director: *Steven C. McRae*



Adam Joshua Clark

DRIVER LICENSE

4d. DL: 16855508
3. DOB: 03/06/1981
9. Class: C
4b. Exp: 03/06/2029
4a. Iss: 02/15/2022

1. CLARK
2. ADAM JOSHUA
8. 3703 ACORN RUN
GRANBURY TX 76049

12. Rest: NONE
16. Hgt: 5'-11"
5. DD: 0062928002910621001
13. Sex: M
14. Eyes: BLU
15. Hair: BRN

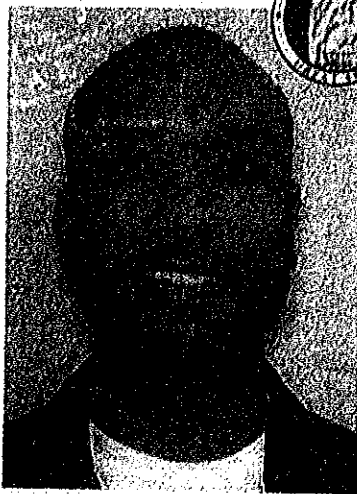




DRIVER LICENSE



ALABAMA



NO. 11128973

CLASS D

D.O.B. 04-22-1982

EXP 11-24-2029

SUNCHAI D
MUY

16799 ROCHER CT
FOLEY AL 36535-5819

ENDORSEMENTS

REST A

ISS 11-24-2025

SEX M

HT 5-08

EYES BRO

WT 150

HAIR BLK

Secretary Hal Taylor
Secretary of Law Enforcement





Alabama Secretary of State



Granbury Executive Transport, LLC

Entity ID Number	001-261-151
Entity Type	Foreign Limited Liability Company
Principal Address	201 Industrial Ave Granbury, TX 76049
Principal Mailing Address	201 Industrial Ave Granbury, TX 76049
Status	Exists
Place of Formation	Texas
Formation Date	04/14/2023
Qualify Date	06/24/2026
Registered Agent Name	Robertson, Michelle L
Registered Office Street Address	4851 Wharf Parkway D-216 Office D Orange Beach, AL 36561
Registered Office Mailing Address	4851 Wharf Parkway D-216 Office D Orange Beach, AL 36561
Nature of Business	
Doing Business in AL Since	07/13/2026
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	06/24/2026 Certificate of Formation 3 pgs.

[Browse Results](#)
[New Search](#)



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 7, 2026**

Departments: City Clerk

Description of Topic: Resolution adopting a City Seal Style Guide for the City of Orange Beach, Alabama. (MA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 07-21-26 26-xxx Adopt City Seal Style Guide
2. 2026 Orange Beach City Seal Graphics Manual

RESOLUTION NO. 26-xxx

**A RESOLUTION ADOPTING A CITY SEAL STYLE GUIDE
FOR THE CITY OF ORANGE BEACH, ALABAMA**

FINDINGS:

1. The City of Orange Beach utilizes a city seal as an official identifying symbol in various ways such as publications, letterheads, business cards, vehicle decals, and apparel.
2. Throughout the years, the design has been altered into multiple versions that are being used in different city departments.
3. After soliciting quotes, the City's Public Relations Manager selected 16 Creative LLC, a local creative agency, to assist with the creation of a City Seal Style Guide to update and develop a usage standard to generate a consistent identity for the future.
4. The City Seal Style Guide follows the initial intent of the original design, including the city's colors, and establishes basic guidelines to define fonts and appropriate logo usage formats to promote uniformity in publications and city seal usage by all city departments.

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

1. That the City Seal Style Guide, attached hereto, is hereby adopted and replaces any previously adopted graphics manuals and/or style guides; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 21st DAY OF JULY, 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 July 21, 2026.

City Clerk



ELEVATE YOUR BRAND

**ORANGE BEACH, AL
PRIMARY OFFICIAL CITY SEAL
STYLE GUIDE**

Version 1.7

June 29, 2026

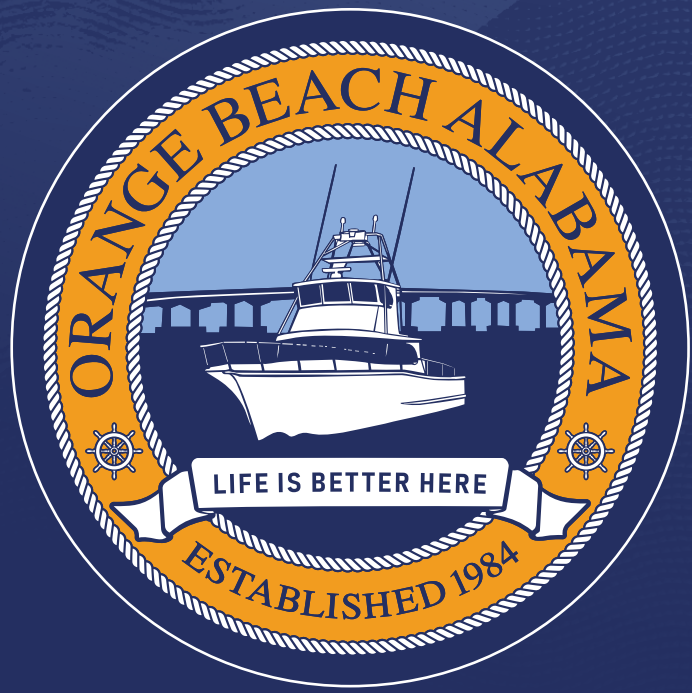
ISSUED BY:





CITY OF
ORANGE BEACH
ALABAMA

Style Guide
2026



CITY OF ORANGE BEACH ALABAMA

Contents

- 01** BRANDMARK
- 02** COMBINATION / 1 COLOR
- 03** COMBINATION / HORIZONTAL
- 04** COMBINATION / SIZE AND APPEARANCE
- 05** THE BRAND PROPERTIES
- 06** SAMPLE APPLICATIONS

VECTOR CAPABILITY: HOW VECTOR SCALABILITY WORKS:

- **Mathematical Rendering:** Graphics are defined by vectors (coordinates and formulas). When you scale the image, the computer recalculates the math rather than stretching pixels.
- **Resolution Independence:** Unlike raster images (like JPEGs or PNGs), vectors are not locked to a specific size or pixel density (DPI), making them highly versatile for print and digital mediums.
- **File Size Efficiency:** Because vectors store mathematical instructions instead of a map of every single pixel, the file sizes often remain remarkably small even at very large dimensions.



MINIMUM SCALABLE SIZE:

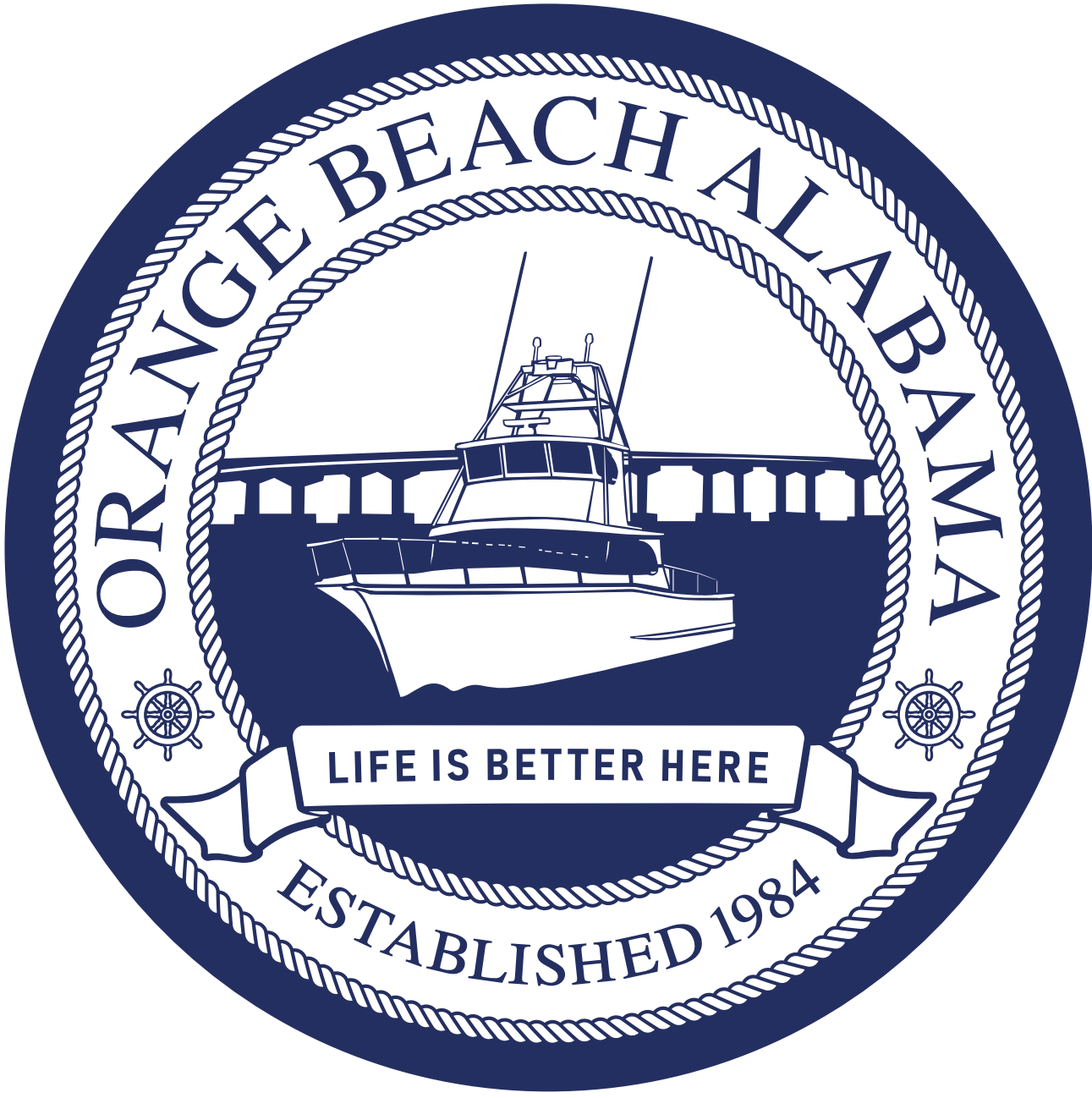
The Orange Beach Primary Official City Seal should not appear any smaller than shown here. The minimum scalable size is set to maintain legibility of the logo.



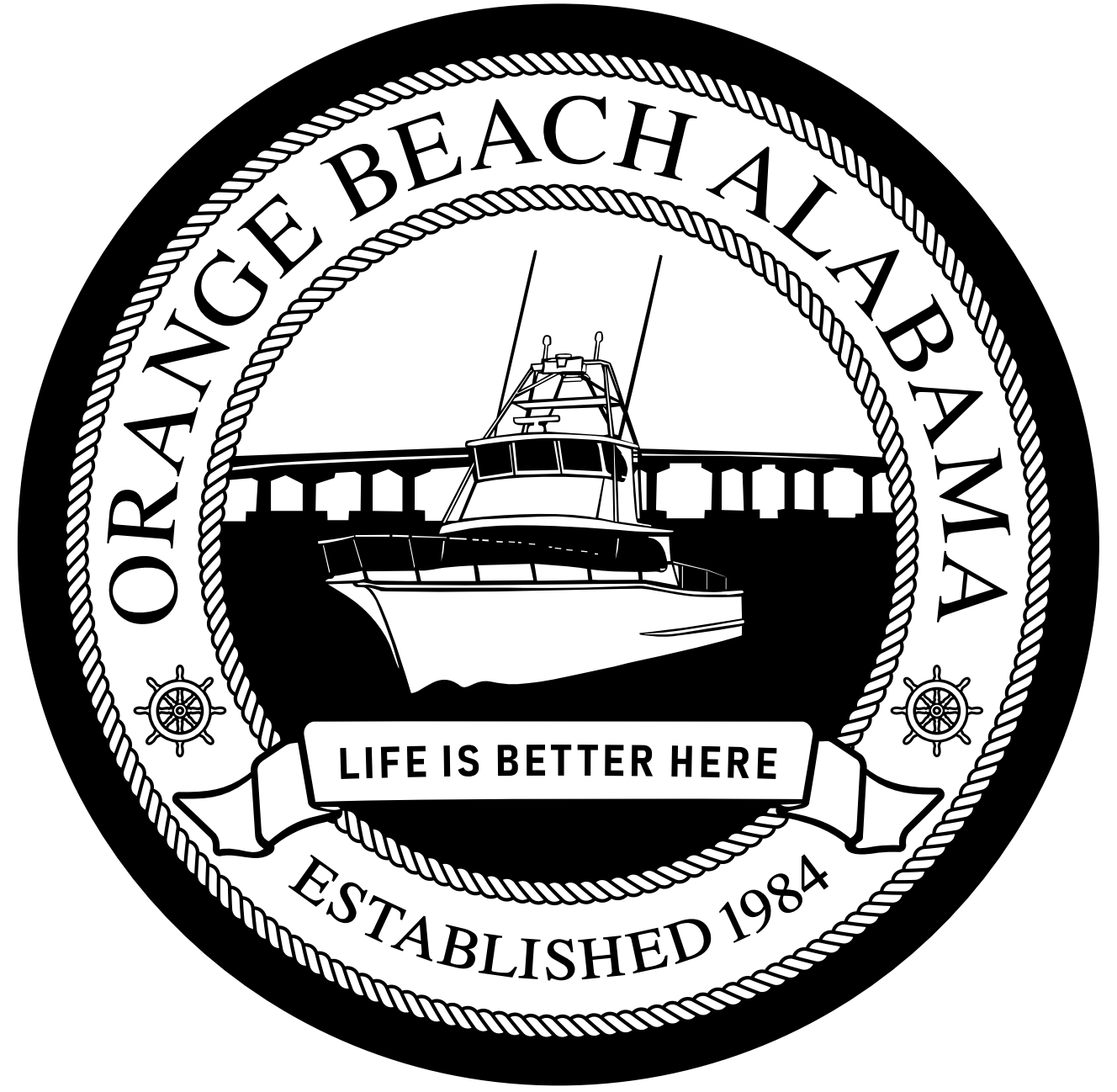
1/2 Inch
Or 36 Pixels

02

PRIMARY OFFICIAL CITY SEAL
1 COLOR



OB BLUE
RGB: (32, 50, 101)
HEX: #203265
CMYK: C: 100% | M: 90% | Y: 31% | K: 20%



SUPER BLACK:
RGB: (0, 0, 0)
HEX: #000000
CMYK: C: 50% | M: 50% | Y: 50% | K: 100%

TEXT EXCEPTION: NEVER USE SUPER BLACK FOR SMALL BODY TEXT UNDER 18PT. TINY REGISTRATION SHIFTS ON THE PRESS WILL CAUSE BLURRY EDGES. USE 0/0/0/100 (PURE BLACK) INSTEAD.

02

PRIMARY OFFICIAL CITY SEAL
INVERTED 1 COLOR



WHITE
#000000

PRIMARY OFFICIAL CITY SEAL
INVERTED 1 COLOR



OB ORANGE
#F29C30

03

PRIMARY OFFICIAL CITY SEAL ,COMBINATION
HORIZONTAL



CITY OF
ORANGE BEACH
ALABAMA



CITY OF
ORANGE BEACH
LIFE IS BETTER HERE

03

PRIMARY-OFFICIAL CITY SEAL COMBINATION
HORIZONTAL - DARK BACKGROUND



CITY OF
ORANGE BEACH
ALABAMA



CITY OF
ORANGE BEACH
LIFE IS BETTER HERE

04

PRIMARY OFFICIAL CITY SEAL SIZE & APPEARANCE:

LOGO SAFE AREA:

When visual elements are too close to the logo, it can take away the page hierarchy or create brand confusion. For this reason, a “logo safe area” around the logo provides helpful guidance. The diagram below shows how our safe area was constructed. No type or graphics may appear within this safe area. Follow these diagrams to make sure our logos are always look great! This applies to all variations and versions of the logo.



MINIMUM SCALABLE SIZE:

The Orange Beach Primary Official City Seal should not appear any smaller than shown here. The minimum scalable size is set to maintain legibility of the logo.



CITY OF
ORANGE BEACH
LIFE IS BETTER HERE



1/2 Inch
Or 36 Pixels

MAIN FONT

**BAHNSCHRIFT
BOLD**

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890!@#%&^*()

SERIF FONT

Spectral Medium (Google)

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890!@#%&^*()

MAIN FONT

**BAHNSCHRIFT
SEMI CONDENSED**

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890!@#%&^*()

SECONDARY FONT

Poppins Suite (Google)

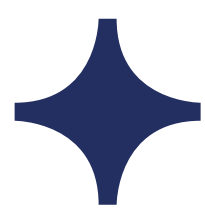
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890!@#%&^*()

PRIMARY COLOR PALETTE



**OB
ORANGE**

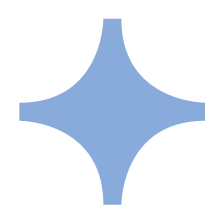
CMYK
02.45.92.0
HTML
#F29C30



**OB
BLUE**

CMYK
100.90.31.20
HTML
#203265

SECONDARY COLOR PALETTE



**OB
SKY BLUE**

CMYK
51.26.00.00
HTML
#7BA4DB



**OB
MICRO CHIP**

CMYK
31.22.21.02
HTML
#BABCC0

TYPOGRAPHY HIERARCHY

THIS GIVES YOU CONTEXT

BAHNSCHRIFT SEMIBOLD SEMICONDENSED
12PT

**You will read
this first.**

POPPINS BOLD
60PT



And you will read this line second.

SPECTRAL MEDIUM
28PT

Finally you may end up here. Hierarchy isn't just about size — it's about rhythm, contrast, and flow. Think font pairings, thickness, spacing, even color.

POPPINS
11PT

Hierarchy is wonderful. How do you use hierarchy?

**BUSINESS CARD
FRONT**

3.5" x 2"

CMYK / .125" BLEED



Renee Eberly

City Clerk / Procurement Officer
Executive Director, Administration

City Hall 251.981.6979
Office 251.981.6806
Fax 251.981.6981
reberly@orangebeachal.gov

4099 Orange Beach Blvd.
P.O. Box 458
Orange Beach, AL 36561

www.orangebeachal.gov



Michelle Bugos

MS, SPHR
Director / Human Resources
Department

Office 251.981.6779
Cell 251.213.9827
mbugos@orangebeachal.gov

4099 Orange Beach Blvd.
P.O. Box 458
Orange Beach, AL 36561

www.orangebeachal.gov

BUSINESS CARD
BACK

3.5" x 2" / CMYK / .125" BLEED

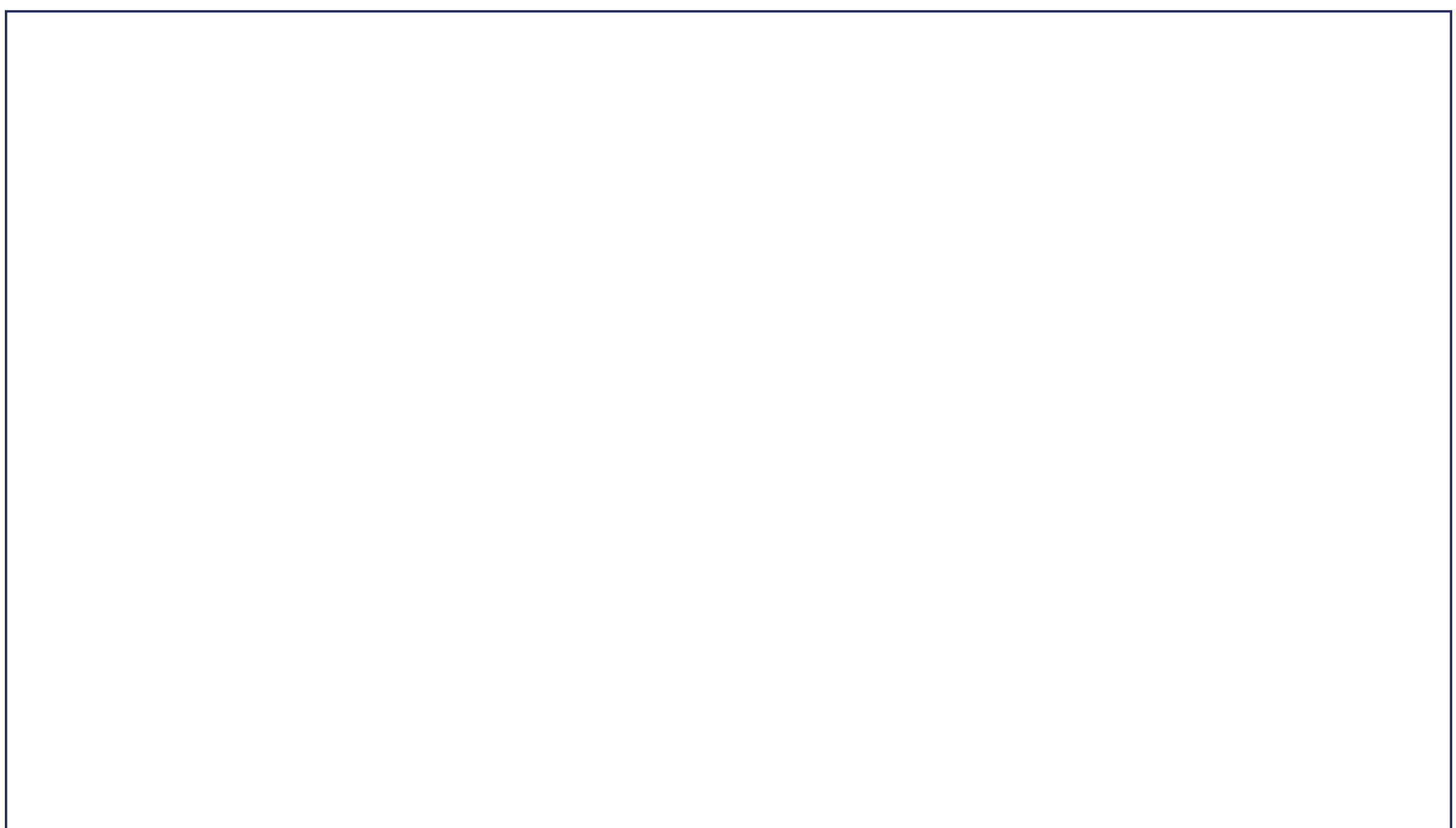
OPTION 01



BUSINESS CARD
BACK

3.5" x 2" / BLANK

OPTION 02

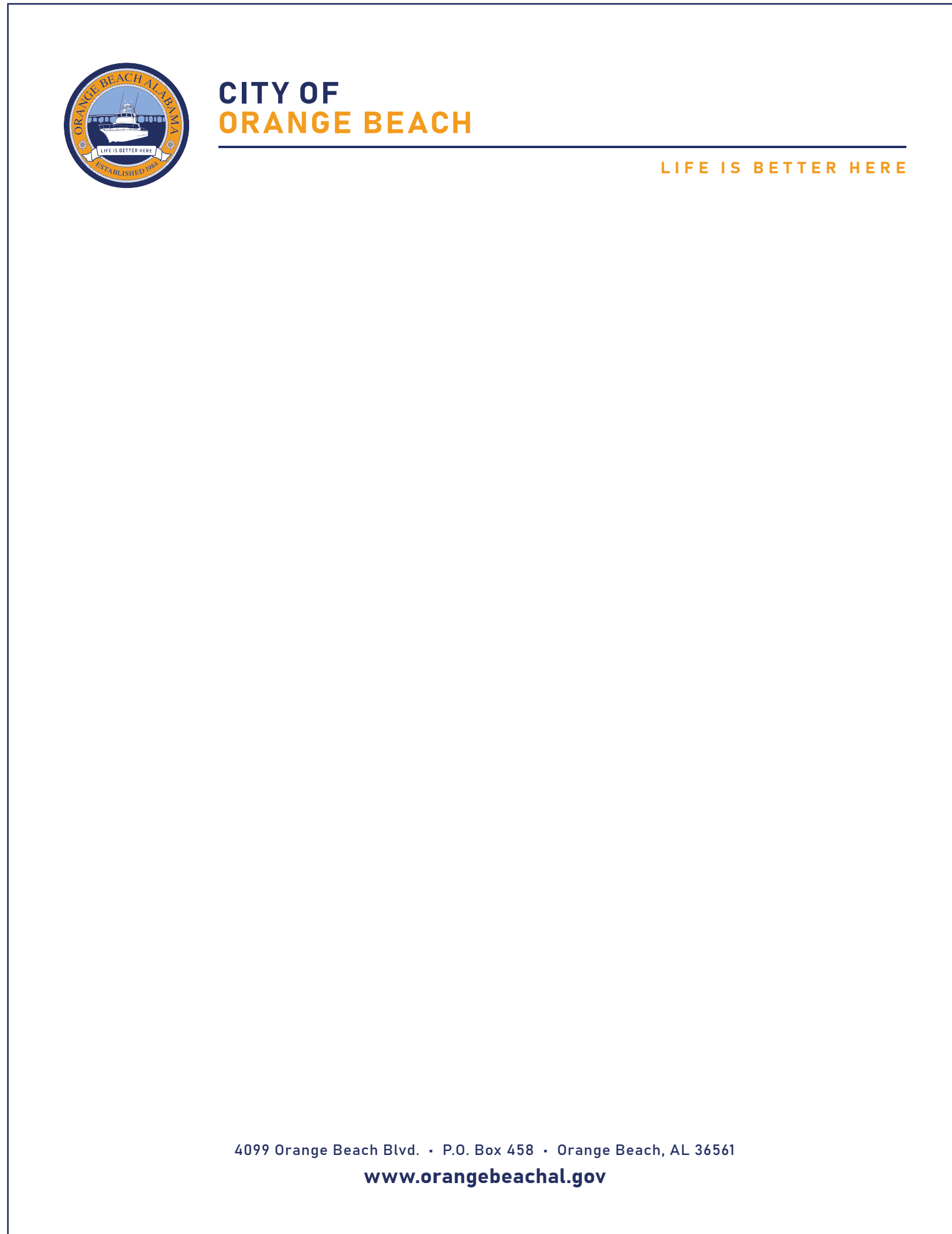


06

CITY OF ORANGE BEACH, AL
SAMPLE APPLICATIONS

LETTERHEAD: STANDARD

8.5" x 11"
CMYK



ENVELOPE: NO. 10 STANDARD

9.5" x 4.125"
CMYK



06

CITY OF ORANGE BEACH, AL
SAMPLE APPLICATIONS

LETTERHEAD: STANDARD

8.5" x 11"
1 COLOR

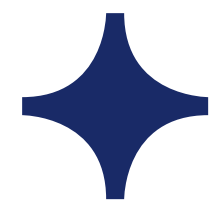


PANTONE
281C



ENVELOPE: NO. 10 STANDARD

9.5" x 4.125"
1 COLOR



PANTONE
281C

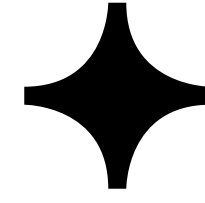


06

CITY OF ORANGE BEACH, AL
SAMPLE APPLICATIONS

LETTERHEAD: STANDARD

8.5" x 11"
1 COLOR

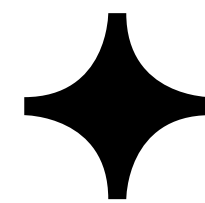


BLACK
100% K
#000000



ENVELOPE: NO. 10 STANDARD

9.5" x 4.125"
1 COLOR



BLACK
100% K
#000000



OB OFFICIAL MEMBER AL



Life is
BETTER HERE

CITY OF ORANGE BEACH, AL





**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 7, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the City of Orange Beach to prosecute claims in multi-district litigation against certain fire apparatus manufacturers and related entities and industry trade associations. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 07-21-26 26-xxx Authorize Multi-District Litigation Fire Apparatus Manufacturers
2. 2026.07.02 Retainer Agreement Riley Jackson Fire Apparatus Manufacturer Litigation
3. 2026.07.07 Agenda Memo - Fire Apparatus Litigation

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE CITY OF ORANGE BEACH TO
PROSECUTE CLAIMS IN MULTI-DISTRICT LITIGATION AGAINST
CERTAIN FIRE APPARATUS MANUFACTURERS AND RELATED ENTITIES
AND INDUSTRY TRADE ASSOCIATIONS**

FINDINGS:

1. The City Council has determined that actions taken by certain fire apparatus manufacturers, trade associations and their executives, and/or other associated entities have negatively impacted the City.
2. Numerous cities both in Alabama and across the United States have retained legal services for the investigation and prosecution of legal claims against fire apparatus manufacturers, trade associations and their executives, and/or any other entities that collaborated with them, based upon their coordination to fix pricing, manipulate supply and extend delivery times, exchange sensitive information, impose unlawful price increases, and engage in other anticompetitive or collusive conduct relating to fire apparatus sales and production.
3. The City of Orange Beach has suffered financial harm and will continue to suffer financial harm resulting from the unlawful conduct of fire apparatus manufacturers, trade associations and their executives, and/or other associated entities.
4. Riley & Jackson, P.C., and Napoli Shkolnik PLLC have prepared a Retainer Agreement for legal services to local governments, and the City of Orange Beach finds the terms of the current agreement as attached hereto acceptable and in the best interest of the community.
5. The City Council finds that participation in the Antitrust Litigation is in the best interest of the City of Orange Beach and its citizens.

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

1. That participation in the prosecution of claims against fire apparatus manufacturers, trade associations and their executives, and/or any collaborative entity, is in the best interests of the City of Orange Beach and its citizens as it would seek to resolve the effects of unlawful activity and would provide an effective structure for the potential recovery of costs and damages incurred by the City;
2. That the Mayor of the City of Orange Beach is hereby expressly authorized to execute the Retainer Agreement as attached hereto and to execute any formal agreements necessary to implement the representation and prosecution of all claims contemplated herein;
3. That the Mayor is authorized to take such other action as necessary and appropriate to effectuate the City of Orange Beach's participation in legal action related to the Fire Apparatus Manufacturer multidistrict litigation; and
4. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 21st DAY OF JULY, 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 July 21, 2026.

City Clerk

CONTACT A TAX PROFESSIONAL REGARDING ANY TAX CONCERNS REGARDING ANY SETTLEMENT PRIOR TO THE SETTLEMENT.

5. **TERMINATION:** Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the Client, subject to applicable ethical rules, if any. Should Client terminate the retention of Law Firm, Law Firm shall continue to be entitled to its legal fees on a quantum meruit basis for any and all sums recovered as a result of the claims.

6. **APPEALS:** The above contingency fee does not contemplate any appeal. The Law Firm are under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.

7. **COUNTERCLAIMS:** The above contingency fee does not contemplate Law Firm's representation of Client against any claims made by a person against the Clients. Law Firm is under no duty to defend or prosecute any such claim or counterclaim until a satisfactory fee arrangement is made between the Parties and is reduced to writing regarding costs and attorneys' fees.

8. **STATUTE OF LIMITATIONS:** Client understands that the Statute of Limitations period for the case must be investigated, and that this Agreement is made subject to that investigation as well as an investigation of the entire case. Client understands that statutes of limitation may have run on the case and agrees to hold the Law Firm harmless in the event the applicable statutes of limitation have run for any reason.

9. **NO GUARANTEE OF FINAL OUTCOME:** No attorney can accurately predict the outcome of any legal matter. Accordingly, the Law Firm makes no express or implied representations as to the final outcome of the matter(s) contemplated by this Agreement. Client further understands that Client must immediately report any changes in Client's address or telephone number to the Law Firm.

10. **APPROVAL NECESSARY FOR SETTLEMENT:** Client hereby grants Law Firm power of attorney so that the Law Firm may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude the representation including settlement and/or reducing to possession any and all monies or other things of value due to Client under its claim as fully as the Client could do so. Law Firm is also authorized and empowered to act as Client's sole negotiator in any and all negotiations concerning the subject of this Agreement. To be clear, all decisions regarding signal resolution of the litigation, including settlement, are within the sole power of Client. The decision regarding settlement shall always be held and remain with Client.

11. **ASSOCIATION OF OTHER ATTORNEYS:** Law Firm may, at its own expense, use or associate with other attorneys in the representation of the Client. Client understands that Law Firm is a Professional Limited Liability Company with a number of attorneys. Several of those attorneys may work on Client's case. The Client acknowledges and agrees that the Law Firms of Napoli Shkolnik and Riley & Jackson, P.C. shall assume joint responsibility for the client and

shall split their fees as follows: 50% to Napoli Shkolnik as lead litigation co-counsel and 50% to Riley & Jackson, P.C. as intake, retention, liaison, and litigation co-counsel.

12. ASSOCIATE CPU: Another attorney may participate in the division of attorney's fees in this case and assume joint responsibility for the representation of Client, either in the event that Law Firm retains associate counsel or in the event that Client later chooses new counsel, provided that the total amount of attorney's fees to be paid by Client does not increase as a result of the division of fees and that attorneys involved have agreed to the division of fees and assumption of joint responsibility.

13. CLASS ACTION: Client understands that Attorneys may pursue a class action on behalf of client and all other similarly situated and client specifically authorizes to do so. Client understands that client may serve as a class representative and may be asked to act in a representative capacity for those who are similarly situated. Client knows of no conflict that would cause Client to be inadequate representative and agrees to vigorously defend the interests of the class if called upon to do so.

14. RIGHT OF FIRST REFUSAL FOR COST RECOVERY MATTERS: Client grants the Law Firm a right of first refusal with respect to any legal matter Client may pursue to recover costs, fees, or expenses incurred by Client. Prior to retaining any other legal counsel for such cost recovery action, Client shall provide Law Firm with written notice of the contemplated matter and the proposed terms of engagement with alternative counsel. Law Firm shall have fifteen (15) business days from receipt of such notice to elect to represent Client in the cost recovery matter on terms no less favorable to Client than those proposed by alternative counsel. If the Law Firm declines or fails to respond within such period, Client shall be free to retain other counsel for the cost recovery matter.

15. ALABAMA CHOICE OF LAW: This Agreement shall be construed under and in accordance with the laws of the State of Alabama and the rights, duties, and obligations of Client and of Law Firm's representation of Client and the laws of the State of Alabama shall govern regarding anything covered by this Agreement.

16. PARTIES BOUND: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns. Client or the Law Firm can execute this document electronically, by indicating "I agree" (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating "I agree" (or similar language). Client will be bound by the terms of the Agreement and is executing the document either with wet ink or electronically via Client's electronic signature, indicated as "/s/" in the signature field and elects the Law Firm advance disbursements.

17. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18. PRIOR AGREEMENTS SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further State that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

SIGNED AND ACCEPTED ON THIS _____ day of _____, 2026.

Print Client's Name: City of Homewood, Alabama	NSPR Law Services LLC d/b/a Napoli Shkolnik
Signature:	By:
Title:	Riley & Jackson, P.C.
Address:	By:



CITY OF ORANGE BEACH

To: Mayor and Council
From: Jamie Logan, City Attorney
Date: July 7, 2026
Subject: Resolution to approve Retainer Agreement & Fire Apparatus Litigation

ITEM DESCRIPTION:

A resolution authorizing the execution of a contingency based Attorney Retainer Agreement with Riley & Jackson P.C. and NSPR Law Services LLC, d/b/a Napoli Shkolnik PLLC, for legal services in order to file suit against fire apparatus manufacturers related to claims involving anticompetitive and collusive conduct.

BACKGROUND INFORMATION:

Since 2016, fire truck manufacturers have allegedly conspired to inflate prices by limiting production and creating artificial shortages, doubling prices and tripling delivery times. Multiple municipalities have filed antitrust lawsuits against the three largest manufacturers. Multiple cities nationwide have already filed suits against the entities and these suits have now been authorized to be litigated via multidistrict litigation in Wisconsin. The City of Orange Beach has purchased multiple fire apparatus items which may be subject to claims under the suit. A positive outcome is expected to result in recoupment of funds to the City.

ACTION OPTIONS / RECOMMENDATION:

Recommend participation in the suits via attached contingency fee agreement in order to seek recoupment of funds

BUDGETED:

No cost to the city (contingency fee agreement)

ATTACHMENTS:

Retainer Agreement & Resolution

DEPARTMENT:

Legal

STAFF CONTACT:

Jamie Logan



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 7, 2026**

Departments: City Clerk

Description of Topic: Resolution accepting a negotiated price for Exotic Invasive Plant Species Removal, Native Landscaping, Monitoring and Education for the Coastal Resources Department. (PW/TR)

Background/Description: Bid opening held on July 7, 2026. No bids received. Department is in the process of obtaining quotes for this service.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 7, 2026**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for a Work Skiff for the Coastal Resources Department. (PW/TR)

Background/Description: Bid opening held on July 2, 2026. Two bids received. Staff is in the review process.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2026-0702 Work Skiff for Coastal Resources - Bid Tab



EVALUATION TABULATION
 ITB-GS No. 2026-0702
Work Skiff (Coastal Resources)
 RESPONSE DEADLINE: July 2, 2026 at 10:00 am
 Report Generated: Thursday, July 2, 2026

SELECTED VENDOR TOTALS

Vendor	Total
Sea Byrd Marine, LLC	\$80,812.00
Roberts welding llc	\$86,680.00

WORK SKIFF FOR COASTAL RESOURCES

Work Skiff for Coastal Resources					Roberts welding llc		Sea Byrd Marine, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	One (1) Work Skiff Hull, no power, as specified	1	hull	\$86,680.00	\$86,680.00	\$80,812.00	\$80,812.00
X	2	Discount for prepayment (Optional)	1	discount	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$86,680.00		\$80,812.00

ADDITITIVE ALTERNATES

Additive Alternates					Roberts welding llc		Sea Byrd Marine, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
	3	Installation of Outboard Motor, Yamaha 200 4-stroke provided, by City of Orange Beach	1	motor	\$2,500.00	\$2,500.00	\$1,712.00	\$1,712.00

EVALUATION TABULATION
 ITB-GS No. 2026-0702
 Work Skiff (Coastal Resources)

Selected	Line Item	Additive Alternates Description	Quantity	Unit of Measure	Roberts welding llc		Sea Byrd Marine, LLC	
					Unit Cost	Total	Unit Cost	Total
	4	Steering, Teleflex hydraulic steering or equivalent (with tilting helm, cables, and a stainless steel steering wheel installed)	1	steering	\$2,500.00	\$2,500.00	\$2,434.00	\$2,434.00
	5	Navigation Electronics, GARMIN ECHOMAP UHD2 93sv 9" Display (or equivalent) installed flush on the console, including all cables/accessories	1	electronics	\$2,800.00	\$2,800.00	\$2,487.00	\$2,487.00
	6	VHF Radio, Garmin VHF 115 marine radio (or equivalent) with antenna installed in the overhead electronics box, including all cables/accessories	1	radio	\$1,500.00	\$1,500.00	\$958.00	\$958.00
	7	Power Pole, 10' Blade power pole with appropriate hydraulic pump and rigging and installed	1	power pole	\$3,000.00	\$3,000.00	\$4,479.00	\$4,479.00
	8	FOB Destination: City of Orange Beach	1	fee	\$0.00	\$0.00	\$1,000.00	\$1,000.00
Total						\$0.00		\$0.00



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 7, 2026**

Departments: City Clerk

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

Background/Description: The current contract with Brandy Reeves is set to expire on August 31, 2026. The attached contract has a term of September 1, 2026, through August 31, 2027.

Action Options/Recommendation:

Source of Funding (if applicable): N/A

ATTACHMENTS:

1. 07-21-26 26-xxx Authorize Performance Contract Tennis Brandy Reeves
2. 2026.07.02 Performance Contract Brandy Reeves Tennis
3. 2026.07.07 Agenda Memo - Brandy Reeves Performance Contract Tennis

RESOLUTION NO. 26-xxx

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

FINDINGS:

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

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

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

ADOPTED THIS 21st DAY OF JULY, 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 July 21, 2026.

City Clerk

PERFORMANCE CONTRACT

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

1. Recitals

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

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

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

2. Services to be Performed

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

3. Compensation

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

4. Term.

The term of this Agreement is twelve (12) months commencing September 1, 2026, and ending August 31, 2027.

5. Independent Contractor.

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

6. Insurance.

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

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

7. Assignment.

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

8. Compliance with Law.

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

9. Termination.

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

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

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

13. Law Governing.

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

14. Permits, etc.

Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement. Contractor must have an Orange Beach Business License.

15. Background Check and Drug Testing

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

16. Indemnification

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

17. Confidentiality

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

18. Notices.

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

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

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

And to Contractor:
Brandy Reeves
5231 Washington Boulevard
Orange Beach, AL 36561

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

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR:

BRANDY REEVES

Brandy Reeves, an Individual

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

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

(SEAL)

Notary Public
State of Alabama
My Commission Expires: _____



CITY OF ORANGE BEACH

To: Mayor and Council
From: Nicole Ard, Director of Parks and Recreation
Date: July 1, 2026
Subject: **Resolution to authorize the execution of a performance contract with Brandy Reeves for Tennis Instruction services**

ITEM DESCRIPTION:

Resolution authorizing the execution of a performance contract with Brandy Reeves for tennis instruction services

BACKGROUND INFORMATION:

Brandy has successfully provided instruction of “Tiny Tots” tennis lessons for more than four years.

ACTION OPTIONS / RECOMMENDATION:

Approve the authorization to execute contract

SOURCE OF FUNDING:

None

BUDGETED:

No budget implications

ATTACHMENTS:

Performance Contract

DEPARTMENT:

Parks and Recreation

STAFF CONTACT:

[Kevin Lapointe](#)



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 7, 2026**

Departments: Community Development

Description of Topic: Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0305-PUDA-26, Columbia Southern University PUD Modification, New Freestanding Sign. (Suggested date 8/4/2026) (GP)

Background/Description: Columbia Southern University ("CSU") requests approval of a minor modification to the CSU Planned Unit Development Master Plan to enhance the freestanding sign along Commercial Park Drive and the Foley Beach Express. The property is located at 21982 University Lane.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 7, 2026**

Departments: Community Development

Description of Topic: Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0704-PUDA-26, AC Hotel by Marriott Orange Beach PUD Modification - Parking Layout Amendment on July 21, 2026.

Background/Description: For the AC Hotel by Marriot Orange Beach Planned Unit Development (PUD) Master Plan, AR& Development Company LLC requests approval of a major PUD modification consisting of: (1) providing all parking onsite (160 total spaces); (2) eliminating the previously approved off-site parking area; (3) relocating a portion of the lodging rooms to the rooftop level; and (4) adding public access to the previously approved rooftop lounge. There are no changes to the 100-key hotel program and the overall building height. The property is located at 23370 Perdido Beach Boulevard.

Action Options/Recommendation: Planning Commission will hold a public hearing and consider this application at its regular meeting on July 13, 2026.

Source of Funding (if applicable): N/A

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 7, 2026**

Departments: City Clerk

Description of Topic: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0403-PUD-26, Pirates Voyage PUD on July 21, 2026, has been canceled. - Withdrawn by applicant.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 7, 2026**

Departments: City Attorney

Description of Topic: Ordinance amending Chapter 50, Article XIII of the Code of Ordinances of the City of Orange Beach, Alabama, entitled "Recreational Vehicle Rentals". (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2026-xxxx Amd Ch 50 Art XIII Recreational Vehicle Rentals
2. 2026.07.07 Agenda Memo - Recreational Vehicle Rentals Ordinance

ORDINANCE NO. 2026-xxxx

**AN ORDINANCE AMENDING CHAPTER 50, ARTICLE XIII OF THE
CODE OF ORDINANCES FOR THE CITY OF ORANGE BEACH, ALABAMA
ENTITLED “RECREATIONAL VEHICLE RENTALS”**

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

1. That Chapter 50, Article XIII of the City of Orange Beach Code of Ordinances is hereby amended to read in its entirety as follows:

Chapter 50 - LICENSES, TAXATION AND BUSINESS REGULATIONS

Article XIII. - RECREATIONAL VEHICLE RENTALS

Sec. 50-700. - Findings.

- a. The City of Orange Beach is an Alabama class 8 municipality that has been vested with a portion of the state’s sovereign power to protect the public health, safety and welfare. Code of Ala. 1975 § 11-45-1. The city is further empowered to adopt and enforce reasonable regulations relating to the licensing of businesses within its corporate limits and police jurisdiction. Code of Ala. 1975, §§ 11-51-90 and 11-51-91.
- b. Citizens and visitors to Orange Beach enjoy abundant natural resources, including beaches, bays, inlets, and scenic views. The city is a tourist destination and there are many local businesses offering various recreational vehicle opportunities to enjoy the city’s attractions including the rental of golf carts, slingshots, mopeds, electric and gas scooters, motorcycles, and other recreational vehicles that are operated on certain approved roadways.
- c. Perdido Beach Boulevard is not safe for travel by recreational vehicles and visitors are often unaware of the dangers posed by doing so. Recreational vehicles are primarily rented and used by visitors.
- d. In order to protect the health, safety and general welfare and to promote the common public enjoyment of the city, it is necessary to adopt reasonable regulations for businesses engaged in the rental of certain recreational vehicles.

Sec. 50-701. - Administration and enforcement.

This article shall be administered by the City’s finance department and enforced by the Orange Beach Police Department.

Sec. 50-702. - Definitions.

All Definitions set out in Chapter 70, Article VIII of this Code are incorporated as if set out fully herein.

Licensee means any person authorized by the city to engage in the business of recreational vehicle rentals.

Recreational vehicle means any vehicle, including but not limited to golf carts, low speed vehicles, slingshots, electric or gas scooters (vespa or moped type seated scooter), motorcycles, bicycles, e-bikes or any other recreational vehicle or passenger vehicle being rented or provided for temporary use which is used or capable of being used as a means of transportation.

Rent means to allow another person to have the authority and use of an object in exchange for money or some other item of value based upon an hourly, daily, or weekly rate.

Sec. 50-703. - Business license required.

It shall be unlawful for any person to engage in, carry on or conduct the business of offering recreational vehicles for rent or temporary use within the City or to carry on or conduct a business facilitating the rent or temporary use of recreational vehicles within the City without first obtaining a license to do so. "Facilitating" as used herein includes the delivery of singularly rented recreational vehicles to individual customers within the City but shall not include delivery to businesses properly licensed hereunder (fleet deliveries, etc.).

Licenses for the rental of recreational vehicle shall be granted only to businesses who have a physical operating location within the City Limits or the Police Jurisdiction of the City of Orange Beach. The physical location shall be appropriate for carrying out all necessary transactions associated with the business, including parking and storage of rental vehicles. Recreational Vehicle rental businesses may only be located in General Business or Industrial zoning or as approved within a PUD per the zoning ordinance of the City of Orange Beach.

Sec. 50-704. - Fee.

The annual license fee for engaging in, carrying on or conducting the business of offering recreational vehicles for rent shall be in accordance with the schedule of licenses.

Sec. 50-705. - State statutes and rules adopted.

Licensees, owners and operators shall, at all times, abide by any and all city, state and federal laws regulating the operation of each respective recreational vehicle type. No business shall rent a recreational vehicle to an unlicensed driver.

Sec. 50-706. - Golf cart ordinance.

Golf carts and low speed vehicles rented under this article shall be in compliance with and subject to regulation under the city's golf cart ordinance at all times. Every rental cart must be permitted pursuant to Chapter 70 Article VIII of this Code. No business shall rent a recreational vehicle to any unlicensed driver.

Sec. 50-707. - Allowed Recreational Vehicle Operating Locations.

It shall be unlawful for any business licensed under this Article to provide recreational vehicles for operation upon any roadway not specifically authorized by Section 70-273 of this Code.

Exception: lawfully licensed and insured motorcycles, slingshots, or other standard passenger vehicles with their intended purpose and design to safely travel at speeds of sixty (60) miles per hour or greater equivalent with typical traffic flows on highways and roadways of sixty (60) miles per hour and above. Golf Carts and other Low Speed Vehicles are specifically included in the prohibition of this section. Businesses in violation of this Section are subject to immediate closure of business, suspension and/or revocation of license.

Sec. 50-708. - Rental vehicle markings.

In addition to any other markings or tags required by law, each recreational vehicle offered for rent or use by the public shall have the name of the rental business clearly printed on or affixed to the vehicle in an easily visible location. Golf carts shall have attached to them a white flag with black, block letters identifying them as rental equipment. Placement of the flag shall not impede the views by driver of the rental vehicle or other vehicles. All golf carts and low speed vehicles shall also have attached to them a notice indicating the following:

- (1) This cart is not allowed on any street with a speed limit over 25 miles per hour; and
- (2) No unlicensed driver shall operate the cart at any time.

Sec. 50-709. - Insurance / indemnification.

Each licensee shall at all times maintain general liability insurance covering all aspects of the activities hereby licensed, with limits no less than \$1,000,000 per accident, naming the City of Orange Beach as an additional insured. The licensee shall provide a current and complete copy of said policy, including all endorsements, to the finance department and the terms of coverage shall prohibit termination or cancellation without at least 30 days' prior written notice to the finance department of the city, at 4099 Orange Beach Boulevard, Orange Beach, Alabama 36561. Licensee shall indemnify and hold harmless the City of Orange Beach, its elected officials, and employees from and against all claims resulting directly or indirectly from activities related in any way to the business engaged under the authority of this article.

Sec. 50-710. - Immediate order to close.

In addition to authority conferred by otherwise applicable law, the police chief is hereby authorized to order the closing of the business of any licensee not in compliance with any of the requirements of this article until the next meeting day of the city council if he or she finds that the condition of violation materially compromises the public good or safety and that the licensee or the agent or employee of the licensee in charge of the licensee's rental site is aware of the condition of violation and cannot or will not remedy the violation in the manner and time period necessary to avoid materially compromising the public good or safety. Specifically, a violation of Section 50-707 upon a State Highway is considered a material compromise to public safety and may result in an immediate order to close under this provision.

- 2. That all ordinances or parts in conflict with this ordinance, to the extent of such conflict, are repealed; and
- 3. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 21st DAY OF JULY, 2026.

Renee Eberly
City Clerk

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

Renee Eberly, City Clerk



CITY OF ORANGE BEACH

To: Mayor and Council
From: Jamie Logan, City Attorney
Date: July 1, 2026
Subject: **Recreational Vehicles Rentals Ordinance Amendment**

ITEM DESCRIPTION:

An Ordinance amending Ch. 50, Art. XIII “Recreational Vehicle Rentals” of the City’s Code of Ordinances

BACKGROUND INFORMATION:

The Legal Department was made aware of increasing concerns surrounding the rental and delivery of rental golf carts in Orange Beach. After hearing from citizens, Council members, and local business owners, proposed amendments to the Recreational Vehicle Ordinance were drafted to address the growing popularity of golf cart and other recreational vehicle rentals within the City.

ACTION OPTIONS / RECOMMENDATION:

Adoption of the proposed Ordinance amendments.

SOURCE OF FUNDING:

N/A

BUDGETED:

N/A

ATTACHMENTS:

Draft Ordinance.

DEPARTMENT:

Legal/Finance/Community Development

STAFF CONTACT:

Jamie Logan



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 7, 2026**

Departments: City Clerk

Description of Topic: Ordinance amending Chapter 70 of the Code of Ordinances for the City of Orange Beach, Alabama, to add a new Article IX entitled, "Bicycles, Micromobility Devices, and Electric Motorcycles". (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2026-xxxx Amd Ch 70 Add Art IX E-Bikes

ORDINANCE NO. 2026-xxxx

**AN ORDINANCE AMENDING CHAPTER 70 OF THE
CODE OF ORDINANCES FOR THE CITY OF ORANGE BEACH, ALABAMA
TO ADD A NEW ARTICLE IX ENTITLED
“BICYCLES, MICROMOBILITY DEVICES, AND ELECTRIC MOTORCYCLES”**

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

1. That Chapter 70 of the City of Orange Beach Code of Ordinances is hereby amended to add a new article entitled “Bicycles, Micromobility Devices, and Electric Motorcycles”, as follows:

Chapter 70 - TRAFFIC AND VEHICLES

Article IX. - BICYCLES, MICROMOBILITY DEVICES, AND ELECTRIC MOTORCYCLES

Sec. 70-___. - Findings.

- a. The City of Orange Beach is an Alabama class 8 municipality vested with sovereign power to protect the public health, safety, and welfare by Alabama Code §11-45-1. The city is further empowered to adopt and enforce reasonable regulations of individual activity and behavior that may create dangerous conditions impacting the health and safety of citizens and visitors alike.
- b. Citizens and visitors to Orange Beach have various opportunities to enjoy the use of bicycles, scooters, and micromobility devices on various trails, sidewalks, multi-use paths, and roadways located within the city.
- c. The use of bicycles and micromobility devices has increased significantly within the city in recent years. Electric motorcycle operation is also on the rise, and they pose a more significant public safety hazard due to their increased speed capabilities.
- d. In order to protect the health, safety, and general welfare and to promote the common public enjoyment of the city, it is necessary to adopt reasonable regulations to govern the use of bicycles, micromobility devices, and electric motorcycles.
- e. The City Council of the City of Orange Beach has determined that these regulations are in the best interest of the City of Orange Beach and its citizens and visitors.

Sec. 50-___. - Definitions.

In addition to the definitions set forth elsewhere in this Code, for purposes of this Ordinance, the words and phrases defined herein shall be construed in accordance with the following definitions.

Operate means to ride, and/or otherwise control a bicycle, micromobility, or electric motorcycle device other than walking along with such device.

Sidewalk means (1) the portion of the public right-of-way between the curb line of any street, road, highway, bicycle lane, or other thoroughfare designed for vehicular travel and the adjacent property line, (2) any other paved path or walkway, which is intended for pedestrian travel, whether publicly or privately owned and/or maintained.

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.

Backcountry Trail means any official portion of the Hugh S. Branyon Backcountry Trail.

Bicycle means a vehicle composed of two wheels held in a frame propelled by pedals moved by human force alone and steered with handlebars.

Electric Bicycle means a bicycle equipped with fully operable pedals, a saddle or seat for the rider, and an electric motor of less than 750 watts that meets the requirements of one of the following three classes:

- a. *Class 1* electric bicycle means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour.
- b. *Class 2* electric bicycle means an electric bicycle equipped with a motor that may be used exclusively to propel the bicycle and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour.
- c. *Class 3* electric bicycle means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour.

Electric Motorcycle means any motorcycle powered by an electric motor of 750 watts or more that is capable of a speed greater than 28 miles per hour. These are commonly referred to as E-Moto.

Electric Personal Assistive Mobility Device means an electric-driven self-balanced vehicle. Some commonly known examples are Segway, Hoverboard, and electric skateboards.

Motorized Scooter means a two-wheeled electric or gas scooter with handlebars and a seat or rectangular platform on which the rider stands

Micromobility Device means an electric bicycle, electric personal assistive mobility device, scooter, or any other similar electrically powered mobility device.

Vehicle Identification Number (VIN) means a unique code or serial number that is assigned to vehicles and recognized by the National Highway Traffic Safety Administration. VINs are used by local, state, and federal governments and the automotive industry to identify individual vehicles.

Sec. 50-___. - Vehicles assigned a VIN.

Any person operating a vehicle that is assigned a VIN shall at all times conform to all applicable laws pertaining to the operation of said vehicle. This includes but is not limited to: driver's license possession, license plate or tag possession, and possession of liability insurance.

This provision does not include the operation of golf carts that have been inspected and permitted by the City of Orange Beach under Article VIII, entitled "Golf Carts".

Sec. 50-___. - Unlawful operation of electric motorcycles.

(a) Locations: It shall be unlawful to operate electric motorcycles on any sidewalk, multi-use path, trail, Backcountry Trail, pedestrian lane or bicycle lane, park, or any other public or private property which is held open to the public for pedestrian travel.

(1) The operation of electric motorcycles shall be restricted to public roadways and to private property which is not held open to the public for pedestrian travel

(b) Operations: It shall be unlawful and a violation of this ordinance for any person to operate or for any adult to allow a juvenile under their care to operate an electric motorcycle in an unsafe manner on any street, road, highway, sidewalk, bike path, bike lane, trail, park, or upon any private property which is held open to the public for pedestrian travel. Operating an electric motorcycle in an unsafe manner includes any one or more of the following:

(1) Violating any provision of the City of Orange Beach Municipal Code, Alabama Rules of the Road, or other law or regulation applicable to the use or operation of any electric motorcycle.

- (2) Operating on any street, road, highway, or bicycle lane against the direction of traffic.
- (3) Operating upon any public drainage facility, culvert, ditch, or channel.
- (4) Operating other than in the manner in which the electric motorcycle device was designed, including carrying more than one passenger or carrying passengers in a manner other than as designed.
- (5) Operating at a speed greater than the posted speed limit on any street, road, or highway.
- (6) Operating while hitched to or physically attached to any moving vehicle or motorized device or bicycle.
- (7) Operating while allowing another person who is not a passenger to either cling to or to be physically attached to the electric motorcycle.
- (8) Failing to yield the right-of-way to any and all pedestrians.
- (9) Operating while failing to obey any posted signs regulating operation, including speed limit signs or signs prohibiting or limiting operation in specific areas.
- (10) A person under the age of 16 operating without a properly fitted and fastened helmet, including a passenger under the age of 16.

(c) Operators of electric motorcycles shall conform to the City of Orange Beach Municipal Code, Alabama Rules of the Road, and other law or regulation applicable to the use or operation of motor vehicles. This includes but is not limited to: driver's license possession, age restrictions for operation, adherence to speed limits, the use of safety equipment, possession of registration and liability insurance, and careless operation.

Sec. 50-___. - Unlawful operation of micromobility devices and bicycles.

(a) Locations & Speed Limits:

- (1) The City Council of Orange Beach designates the speed limits for bicycles and micromobility devices on multi-use paths at twenty (20) miles per hour.
- (2) The City Council of Orange Beach designates the speed limits for bicycles and micromobility devices on all portions of the backcountry trail at twelve (12) miles per hour.
- (3) The Mayor is authorized to cause signs and/or markings to be placed giving notice of such speed limits or prohibitions as necessary to implement the regulations established by Subsection (a) and (b) above.

(b) Operation: It shall be unlawful and a violation of this ordinance for any person to operate or for any adult to allow a juvenile under their care to operate a bicycle or micromobility device in an unsafe manner on any street, road, highway, sidewalk, bike path, bike lane, trail, park, or upon any private property which is held open to the public for pedestrian travel. Operating a bicycle or micromobility device in an unsafe manner includes any one or more of the following:

- (1) Violating any provision of the City of Orange Beach Municipal Code, Alabama Rules of the Road, or other law or regulation applicable to the use or operation of any mobility device.
- (2) Operating on any street, road, highway, or bicycle lane against the direction of traffic.
- (3) Operating upon any public drainage facility, culvert, ditch, or channel.
- (4) Operating other than in the manner in which the bicycle or micromobility device was designed, including carrying more than one passenger or carrying passengers on the bicycle or micromobility device in a manner other than as designed.

- (5) Operating at a speed greater than the posted speed limit on any street, road, or highway, or any posted speed limit on any bicycle path, bicycle lane, trail, or designated multi-use path.
- (6) Operating while hitched to or physically attached to any moving vehicle or motorized device or bicycle.
- (7) Operating while allowing another person who is not a passenger to either cling to or to be physically attached to the bicycle or micromobility device.
- (8) Failing to yield the right-of-way to any and all pedestrians or failing to yield the right-of-way to vehicles that are entering or exiting side streets, public and private entrances and exits, and driveways.
- (9) Passing a pedestrian or other operator without first either activating a bell, horn, whistle, or similar device or audibly warning such pedestrian or cyclist of the intention to pass by calling out “passing on your left (or right)” sufficiently in advance of passing.
- (10) Operating while failing to obey any posted signs regulating operation, including speed limit signs or signs prohibiting or limiting operation in specific areas.
- (11) A person under the age of 16 operating without a properly fitted and fastened helmet, including a passenger under the age of 16.
- (12) While operating on sidewalks and multi-use paths, failing to slow to 10 mph or less when passing head-on or passing from behind any pedestrian, vehicle, golf cart, or micromobility device.
- (13) Failing to slow to 10 mph or less when operating within 50 feet of any pedestrians.

Sec. 50-___. - Alteration of devices.

It shall be unlawful and a violation of this article to tamper with or modify a micromobility device or electric motorcycle so as to change the speed capability of the device, or otherwise alter, modify, or adjust the motor settings to increase the speed capability of the device, unless the required label indicating the classification is appropriately replaced. Altered devices shall be classified in the category representing the resulting motor and speed capability of the device for purposes of enforcement of this article.

Sec. 50-___. - Administration and penalties.

- (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) Any person convicted of a violation of this article shall be not fined more than \$500.00 and or imprisoned not more than 30 days.
2. That all ordinances or parts in conflict with this ordinance, to the extent of such conflict, are repealed; and
 3. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 21st DAY OF JULY, 2026.

Renee Eberly
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies that the foregoing ORDINANCE 2026-xxxx was posted on _____ in the following three

(3) public places:

Orange Beach City Hall _____

Orange Beach Post Office _____

Orange Beach Public Library _____

Renee Eberly, City Clerk