Tony Kennon, Mayor
Jeff Boyd, Chairman Pro-Tem
Annette Mitchell, Council
Jerry Johnson, Council
Jeff Silvers, Council
Joni Blalock, Council

Ford Handley, City Administrator
Renee Eberly, City Clerk
Jamie Logan, City Attorney

REGULAR CITY COUNCIL MEETING AGENDA

I. Call to Order

II. Invocation

III. Pledge of Allegiance

IV. Roll Call

V. Consideration of Agenda

VI. Consideration of Previous Minutes

1. Regular Council Meeting 08/15/2023
2. Committee of the Whole 08/15/2023
3. Work Session 08/29/2023

VII. Reports of Officers/Committees

VIII. Auditing of Accounts

IX. Presentation(s)

X. Recognitions

XI. Unfinished Business

Miscellaneous

Resolutions

1. Resolution awarding the bid for the new Wildlife Center, Phase II Interior Buildout, to Rolin Construction, Inc., in an amount not to exceed $720,000.

Ordinances

1. Second Reading - Ordinance amending Chapter 10, Article II, Section 10-28 of the Code of Ordinances of the City of Orange Beach, Alabama, to ban exotic animals and provide regulations for sheltering by agents of recognized wildlife associations and zoos.

2. Second Reading - Ordinance amending Chapter 2, Article II, Division 2, Section 2-40(b) of the Code of Ordinances of the City of Orange Beach, Alabama, to establish an electronic meeting policy for City Council.

XII. New Business

Miscellaneous

Resolutions

1. Resolution amending Resolution No. 23-070 and authorizing the purchase of a Knuckleboom Truck for the Public Works Department through the Sourcewell purchasing cooperative from Ingram Equipment Company, LLC, in the amount of $234,926.

2. Resolution authorizing the execution of a performance contract with Tanner Myatt for golf instruction services.

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

4. Resolution authorizing the purchase of a Drone for the Police Department through the Sourcewell purchasing cooperative from Axon Enterprise, Inc., in the amount of $69,324.84.

5. Resolution authorizing the purchase of Six Drones for the Police Department through the BuyBoard purchasing cooperative from Adorama Camera, Inc., in the amount of $90,029.58.

6. Resolution authorizing the execution of a professional services agreement with Sun Coast Builders, Inc., for structural engineering and related services.

7. Resolution authorizing the execution of a task order with Sun Coast Builders, Inc., to provide structural engineering services for the Temporary High School Weight Room in an amount not to exceed $2,500.

8. Resolution authorizing the execution of a task order with Sun Coast Builders, Inc., to provide structural engineering services for Batting Cages in an amount not to exceed $3,800.

9. Resolution authorizing execution of a professional services agreement with J. F. Morris Performance LLC for theater performance direction for "The Wizard of Oz."

10. Resolution authorizing the execution of a use agreement with the Coastal Alabama Business Chamber for the 50th Annual National Shrimp Festival.

11. Resolution authorizing a franchise for CrozzzzCabz, Inc., to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach.

12. Resolution authorizing a franchise for Gulf Logistics, LLC, dba Gulf Limousine, to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach.

13. Resolution authorizing a franchise for Coast Group Transportation, LLC, dba Coast Cab, to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach.

14. Resolution authorizing a franchise for BCC Waste Solutions, LLC, to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris.

15. Resolution authorizing the purchase of Lighting for the Softball Field at the Sportsplex through the Sourcewell purchasing cooperative from Musco Sports Lighting, LLC, in the amount of $86,500.

16. Resolution amending the Fiscal Year 2023 Budget to create a project budget for a Temporary School Weight Room not to exceed $250,000.

17. Resolution authorizing the City to provide support for the 2023 Orange Beach City Schools Homecoming Celebration.

Public Hearings

Ordinances

1. First Reading - Ordinance amending Chapter 70, Article II, Section 70-22 of the Code of Ordinances for the City of Orange Beach, Alabama, to change the speed limit on portions of Canal Road and State Highway 180.

XIII. Public Comments

XIV. Adjourn

MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
AUGUST 15, 2023 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS

I. CALL TO ORDER Mayor Tony Kennon called the meeting to order at 5:02 P.M.

II. INVOCATION Pastor Josh McIntosh, Worship on the Water at Flora-bama

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

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

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Work Session	07/18/2023
Regular Council Meeting	07/18/2023
Committee of the Whole	07/18/2023

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

1.	City Administrator – Ford Handley	No report.
2.	Director, Public Works – Tim Tucker	No report.
3.	Director, Community Development – Kit Alexander	No report.
4.	Chief, Police Department – Steve Brown	No report.
5.	Chief, Fire Department – Mike Kimmerling	No report.
6.	City Clerk – Renee Eberly	No report.
7.	Director, Finance – Ford Handley	No report.
8.	Parks & Recreation – Ford Handley	No report.
9.	Director, Utilities – Jeff Hartley	No report.
10.	Director, Coastal Resources – Phillip West	No report.
11.	Librarian, Public Library – Meagan Bing	No report.
12.	Director, Municipal Court – Pam Davis	No report.
13.	Director, Expect Excellence – Jonathan Langston	No report.

14. Mayor/Council

Mayor Kennon announced that Orange Beach has been ranked the third most picturesque town in the U.S. by North Carolina Travel Guides.

Shelia Stephens, Southern Rapid Care, announced Southern Rapid Care's 8th anniversary and the opening of a cardiac branch. She introduced Dr. Ken Francez, cardiologist and resident of Orange Beach, who will be joining the medical group. Dr. Francez spoke in gratitude and stated his objectives for serving the community.

Council reminded the audience about the "Meet the Makos" event this coming Friday at 6:00 P.M. at the Sportsplex.

VIII. AUDITING OF ACCOUNTS

Motion made (Mitchell/Silvers) to certify that cash requirements with no related interests are within budget and appropriate for payment. Vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Kennon, aye. **Passed. (4-0).**

Motion made (Mitchell/Johnson) to certify that cash requirements with related interests in Swift Supply are within budget and appropriate for payment. Vote revealed: Silvers, abstain; Johnson, aye; Mitchell, aye; Kennon, aye. **Passed. (3-0-1).**

IX. PRESENTATIONS

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

Miscellaneous

1. Approval of a Retail Beer (On or Off Premises) and Retail Table Wine (On or Off Premises) Liquor License Application by Maruti Hospitality, LLC, for Fairfield Inn and Suites Orange Beach at 3111 Loop Road. **Motion made (Silvers/Mitchell) to approve the liquor license.** Vote unanimous in favor.
2. Approval of a Restaurant Retail Liquor License Application by L & R Food Service LLC for China Dragon at 25405 Perdido Beach Boulevard, Suite 19. **Motion made (Silvers/Mitchell) to approve the liquor license.** Vote unanimous in favor.

Resolutions

1. Resolution awarding the bid for Sportsplex Shade Replacement to Complete Roofing LLC in an amount not to exceed $83,800. **Motion made (Mitchell/Johnson) to adopt the resolution.** Vote unanimous in favor.
2. Resolution awarding the bid for Baseball Field Turf Installation and Dugouts to Rolin Construction, Inc., in an amount not to exceed $1,310,000. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor.
3. Resolution awarding the bid for the new Wildlife Center, Phase II Interior Buildout, to Rolin Construction, Inc., in an amount not to exceed $720,000. **Motion made (Johnson/Silvers) to postpone consideration until the next council meeting on September 5th.** Vote unanimous in favor.
4. Resolution authorizing the execution of a professional services agreement with McCollough Architecture, Inc., for architectural services. **Motion made (Mitchell/Johnson) to adopt the resolution.** Vote unanimous in favor.
5. Resolution authorizing the purchase of Artificial Turf (Materials Only) for the Soccer/Football Field at the Sportsplex through Sourcewell in the amount of $436,570. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor.

6. Resolution adopting a City of Orange Beach FY2024 Transportation Plan. **Motion made (Mitchell/Johnson) to adopt the resolution.** Vote unanimous in favor.

7. Resolution authorizing execution of an extension of a cooperative service agreement with the U.S. Department of Agriculture to supplement nuisance wildlife control services. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor.

Public Hearings

1. Public hearing for an appeal by Ike's Beach Service, Inc., of a business license denial.

   The public hearing was cancelled due to the applicant withdrawing their appeal.

2. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0802-PUDA-23, Buena Vista on the Beach PUD Minor Modification, Outdoor Kitchen Area.

   Griffin Powell, Planner II, presented the case overview requesting a minor modification to the Buena Vista on the Beach PUD (Planned Unit Development) Master Plan to add an open and covered area attached to the coach houses not to exceed 300 square feet to be utilized as an outdoor kitchen area.

   There being no opposition or comments, the public hearing adjourned.

Ordinances

1. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0802-PUDA-23, Buena Vista on the Beach PUD Minor Modification, Outdoor Kitchen Area. **Motion made (Johnson/Mitchell) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Kennon, aye. **Passed. (4-0). Motion made (Silvers/Johnson) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Kennon, aye. **Passed. (4-0).**

2. First Reading – Ordinance ratifying acts of the Board of Adjustment appointing members Linda Bradley, Greg Kennedy, Ryan Beebe, David Dichiara, and McGee Scarbrough, and clarifying term dates. **Motion made (Johnson/Silvers) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Kennon, aye. **Passed. (4-0). Motion made (Johnson/Mitchell) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Kennon, aye. **Passed. (4-0).**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:17 P.M.

APPROVED this the 12th day of September, 2023.

_____
Renee Eberly
City Clerk

MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
AUGUST 15, 2023 – 5:17 P.M.
CITY HALL – COUNCIL CHAMBERS

The Orange Beach City Council met to review potential items for the September 5, 2023, agenda.

The following members were present:

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

The following members were absent:

Councilmember Joni Blalock
Councilmember Jeff Boyd

The following items were discussed:

1. Discuss appointment to the Gulf Shores & Orange Beach Tourism Board of Directors.
2. Resolution authorizing the execution of a cooperative agreement with the Alabama Department of Environmental Management (ADEM) for the city to provide permitting, regulating, monitoring, and inspection services and be reimbursed in an amount not to exceed $37,950.
3. Resolution adopting an amended Procurement Policy for the City of Orange Beach.
4. Resolution authorizing the execution of amendment three to the subaward grant agreement with the Alabama Department of Conservation and Natural Resources for the RESTORE Act-funded North Sewer Force Main Upgrade.
5. Resolution authorizing the execution of a subaward grant agreement with the National Fish and Wildlife Foundation for the removal and recycling of large-scale marine debris caused by Hurricane Sally in the amount of $367,959.44.
6. Resolution authorizing the execution of a professional services agreement with Watermark Design Group, LLC, for architectural services.
7. Resolution authorizing execution of a task order with Watermark Design Group, LLC, to provide design, bid, and construction administration services for roof replacement at the Justice Center following the April 10, 2021, hailstorm in an amount not to exceed $75,800.
8. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide design services for an event pavilion at the Coastal Arts Center in an amount not to exceed $13,500.
9. Resolution appropriating funds to the Orange Beach Board of Education to support city school system operations in an amount not to exceed $2,808,503.
10. Resolution authorizing execution of a performance agreement with McLean Motor Sports Productions, LLC, for the "Bama Coast Cruisin"' event as part of the 2023 Freedom Fest.
11. Set a public hearing date to consider business license revocation of Super Salt Life LLC for charter boat “Southern Belle”. Public hearing set for September 5, 2023.

12. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0801-CU-23, Money Bayou Storage Buildings at 4400 and 4402 Money Bayou Drive Conditional Use Approval on September 5, 2023.
13. Ordinance amending Chapter 10, Article II, Section 10-28 of the Code of Ordinances of the City of Orange Beach, Alabama, to ban exotic animals and provide regulations for sheltering by agents of recognized wildlife associations and zoos.
14. Ordinance amending Chapter 2, Article II, Division 2, Section 2-40(b) of the Code of Ordinances of the City of Orange Beach, Alabama, to establish an electronic meeting policy for City Council.

Public Comments:

None

There being no further business, the meeting adjourned.

Time: 5:31 P.M.

APPROVED this 12th day of September, 2023.

_____
Renee Eberly
City Clerk

MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
AUGUST 29, 2023 – 10:00 A.M.
COASTAL ARTS CENTER

The Orange Beach City Council met on August 29, 2023, at 10:00 A.M. with Mayor Tony Kennon presiding.

The following members were present:

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

The following members were absent:

None

The following items were discussed:

1. Litigation update.
2. Golf cart street signage.
3. Speed limits on Canal Road East.
4. Possible dates for a town hall.
5. Danny Martin memorial.
6. Request from Ike's Beach Services presented by Ike Williams and Shawn Alves.
7. Business licenses for water-based businesses.
8. Personnel issues.
9. Public relations strategy.
10. School update.
11. Canal Road construction project udpate.
12. State/FEMA update.
13. Request from the Shrimp Festival Committee.
14. School temporary weight room project budget.
15. Municipal judge appointment.
16. Legal department update.
17. Request from Basseball All Stars 14U recreation league.
18. Scheduling of future council work sessions.

Councilmember Silvers left the meeting at 3:10 P.M.

There being no further business, the meeting adjourned.

Time: 3:15 P.M.

APPROVED this 12th day of September, 2023.

_____
Renee Eberly
City Clerk

REGULAR CITY COUNCIL MEETING
SEPTEMBER 12, 2023

Departments: City Clerk

Description of Topic: Resolution awarding the bid for the new Wildlife Center, Phase II Interior Buildout, to Rolin Construction, Inc., in an amount not to exceed $720,000.

Background/Description: The exterior of the new Wildlife Center and Trail Maintenance Shop has been completed. This contract is for the interior buildout of the Wildlife Center.

Action Options/Recommendation: Postpone consideration until state approval is received related to grant funding.

Source of Funding (if applicable): RESTORE Act funding through ADCNR Grant to offset project by $624,450.

ATTACHMENTS:

1. 09-05-23 23-xxx Award Bid Wildlife Center Phase II
2. 2023-0812 Wildlife Center Phase II - Bid Tab

RESOLUTION NO. 23-xxx

A RESOLUTION AWARDING THE BID FOR WILDLIFE CENTER PHASE II TO ROLIN CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED $720,000

FINDINGS:

1. Bids for Wildlife Center Phase II were received and opened on August 10, 2023.
2. The Project Engineer has recommended award to the lowest bid meeting specifications from Rolin Construction, Inc., in the base bid amount of $720,000.
3. City Council finds that the lowest responsible bid was submitted by Rolin Construction, Inc., in the amount of $720,000.

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

1. That the bid for Wildlife Center Phase II, as specified by the bid documents, is awarded to Rolin Construction, Inc., in an amount not to exceed $720,000;
2. That the City Council authorizes the Mayor and City Clerk to execute and attest, respectively, a contract between the City of Orange Beach and Rolin Construction, Inc., subject to final review by the City Attorney; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 5th DAY OF SEPTEMBER, 2023.

_____
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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on September 5, 2023.

_____
City Clerk

City of Orange Beach ALABAMA
Life is better here

BID TABULATION SHEET

Project Name: **WILDLIFE CENTER PHASE II**
Requisition No. **2023-0812**
Bid Date: **August 10, 2023**
Bid Opening Time: **2:30 PM**

Bidder's Name	Rolin Construction					
Alabama Contractor License No.	46194					
Bond	✓					
Affidavits	✓					
Addenda Received	✓ 1-3					
Notes						
Bid Amount BASE BID *	$720,000.00					
ALT #1: Resinous flooring	$10,600.00					
ALT #2: LVT flooring	$13,300.00					
ALT #3: Protect-All flooring	$72,000.00					
Unit Prices						
Replacement of unsuitable soil	$30.00 / CY	/ CY	/ CY	/ CY	/ CY	/ CY

* Includes $50,000 flat contingency amount

OPENED BY: RLolly

TABULATED BY: RLolly

WITNESS BY: J. Tucker RDrain

REGULAR CITY COUNCIL MEETING
SEPTEMBER 12, 2023

Departments: City Clerk

Description of Topic: Second Reading - Ordinance amending Chapter 10, Article II, Section 10-28 of the Code of Ordinances of the City of Orange Beach, Alabama, to ban exotic animals and provide regulations for sheltering by agents of recognized wildlife associations and zoos.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2023-xxxx Amd Ch 10 Art II Sec 10-28 Exotic Animals

ORDINANCE NO. 2023-xxxx

AN ORDINANCE AMENDING CHAPTER 10, ARTICLE II, SECTION 10-28 OF THE CODE OF ORDINANCES OF THE CITY OF ORANGE BEACH, ALABAMA TO BAN EXOTIC ANIMALS AND PROVIDE REGULATIONS FOR SHELTERING BY AGENTS OF RECOGNIZED WILDLIFE ASSOCIATIONS AND ZOOS

FINDINGS:

1. The City Council of the City of Orange Beach, Alabama passed Ordinance No. 2011-1128 on or around March 1, 2011, establishing regulations for the presence of exotic animals within the City. This ordinance is codified at section 10-28 of the Code of Ordinances of the City of Orange Beach, Alabama.
2. Exotic animals are wild animals by nature and pose an inherent danger to the public, especially when not cared for by a trained professional.
3. The City has dealt with multiple instances of exotic animals being kept in conditions unclean and/or unsafe for both the animals and their owners. Improper confinement of these animals can lead to health hazards for any party within the vicinity (e.g. owners, neighbors, passers-by). Exotic animals are not only dangerous due to the risk of biting or attack, but often carry diseases that can be transmitted to humans.
4. In an effort to protect and promote the safety and welfare of our residents and visitors as well as these exotic animals and their species, the City Council has determined it is necessary to ban exotic animals within the City of Orange Beach.

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

1. That Section 10-28 of the Code of Ordinances of the City of Orange Beach, Alabama is hereby amended to read as follows:

   (a) It shall be unlawful for anyone to own, harbor, possess, or permit any exotic animal within the City of Orange Beach, Alabama.

   (b) Agents of Registered or Licensed wildlife associations or zoos may be granted an exception to this prohibition by the City of Orange Beach Animal Control Officer upon written request to the Animal Control Officer to shelter or possess any exotic animal within the City of Orange Beach. The Agent shall provide information regarding the animal such as breed, name, age, weight, sex, vaccination status, veterinarian, if the animal requires outside time, an emergency contact, safety measures, known dangers to the public, and where the animal will be located. The Animal Control Officer may request other information if deemed necessary. Any exceptions granted shall be in the complete discretion of the Orange Beach Animal Control based upon information granted herein and upon finding that the public purpose in sheltering the animal outweighs potential danger to the public.

   (c) This Ordinance shall not apply to employees or agents of the City of Orange Beach possessing or sheltering exotic animals in their official capacity.

2. SEVERABILITY. A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part of this Ordinance shall not affect the validity of the remaining parts to this Ordinance.
3. EFFECTIVE DATE. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 5th DAY OF SEPTEMBER, 2023.

_____
Renee Eberly
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies that the foregoing **ORDINANCE 2023-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

REGULAR CITY COUNCIL MEETING
SEPTEMBER 12, 2023

Departments: City Clerk

Description of Topic: Second Reading - Ordinance amending Chapter 2, Article II, Division 2, Section 2-40(b) of the Code of Ordinances of the City of Orange Beach, Alabama, to establish an electronic meeting policy for City Council.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2023-xxxx Amd Ch 2 Art II Div 2 Sec 2-40 City Council Electronic Meeting Policy

ORDINANCE NO. 2023-xxxx

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 2, SECTION 2-40(b) OF THE CODE OF ORDINANCES OF THE CITY OF ORANGE BEACH, ALABAMA TO ESTABLISH AN ELECTRONIC MEETING POLICY FOR CITY COUNCIL

FINDINGS:

1. The City Council of the City of Orange Beach, Alabama passed Ordinance No. 2022-1418 on or about July 26, 2022 stating all meetings of the City Council will be held in person except as allowed by state law.
2. Alabama Code §36-25A-5.2 allows entities of municipalities (i.e. City Council) to allow electronic participation in meetings under certain circumstances, provided the municipality has adopted an Electronic Meeting Policy.
3. The City Council has determined it is necessary to adopt an Electronic Meeting Policy in order to allow electronic participation by members who would otherwise not be able to attend due to illness.

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

1. That Chapter 2, Article II, Section 2-40(b) of the Code of Ordinances of the City of Orange Beach, Alabama is hereby amended to read as follows:

(b) Electronic proceedings.

(1) *Purpose and applicability*. It is the policy of the City of Orange Beach that individual members of the City Council may participate in Council meetings by electronic means as permitted by Alabama Code §36-25A-5.2 up to two times per calendar year. All proceedings pursuant to this policy shall be performed in accordance with Alabama Code 36-25A-5.2 as may hereafter be amended. This policy shall apply to the entire City Council membership without regard to the identity of the member requesting remote participation or the matters to be considered or voted on at the meeting.

(2) *Quorum required*. The City Council may consider a request for participation by electronic communication means only if a quorum of the City Council is physically present at the central or physical meeting location, and there is an arrangement for all participants to hear one another at the same time.

(3) *Permissible reasons for electronic participation*. Participation by a Council member in a meeting by electronic communication means shall only be allowed if the Council member is unable to be physically present due to an illness. For purposes of this section, "illness" means sickness, disease or other physical condition that causes a Council member to face significant difficulties attending a Council meeting in person and/or endangers the health the subject member or of those physically present.

(4) *Approval process*. No Council member may participate in a meeting by electronic communication means unless the Council member requests and the Council approves the participation in accordance with this policy.

i. A Council member may request to participate in a Council meeting by electronic communication means if the Council member notifies the Mayor and the City Clerk on or before the day of the meeting that the Council member is unable to attend due to illness.

ii. The Council member must also notify the City Clerk of the remote location from which the Council member would participate by electronic communication means.

iii. At the meeting, the City Clerk shall announce the information received from the Council member requesting electronic attendance. If the Council member's request is in all respects compliant with this policy, then any quorum of the Council members physically assembled at the central or physical meeting location shall make a motion to approve or disapprove the absent Council member's request. A roll call vote shall be taken.

iv. Upon approval of Council member's participation by electronic communication means, the Council member shall be allowed to fully participate in the meeting by electronic communication means in all respects except for establishment of a quorum.

v. If the Council member's participation by electronic communication means is approved, the City Clerk shall record in the meeting minutes: (i) the motion; (ii) the vote thereon; (iii) the specific nature of the illness or medical condition; (iv) the remote location from which the Council member participates in the meeting; (v) the method of electronic communication being utilized for participation.

vi. If the Council member's participation by electronic communication means is disapproved, whether by adoption of a motion to disapprove or rejection of a motion to approve, the City Clerk shall record in the meeting minutes: (i) the motion; (ii) the vote thereon; (iii) the specific nature of the illness or medical condition; (iv) the remote location form which the Council member would participate in the meeting; (v) the method of electronic communication to be utilized for participation; and (vi) the specific aspect of this policy that would be violated by the Council member's proposed participation by electronic communication means, as summarized by a quorum of the Council members physically present.

(5) *Approval*. Individual participation from a remote location shall be approved unless such participation would violate this policy or the provisions of the Alabama Open Meetings Act.

(6) *Location*. The location where the quorum is present and each remote location from which a Council member participates must have two-way audio with each other's location during the entire meeting. Each participant's voice must be clearly audible to each other participant and, during the open portion of the meeting, to members of the public in attendance at the location where the quorum is present. The audio signals perceptible by members of the public at the location where the quorum of the members are present must be of sufficient quality so that members of the public can hear the voice of each participant in the open portion of the meeting.

(7) *Requirements of electronic system*. Any electronic communications system utilized must allow all of the participating members—whether they are physically in the central location or in remote location(s)—to simultaneously communicate with one another and the public. The City Clerk shall arrange for the acquisition and installation of all appropriate equipment, communications systems and software as shall be necessary to comply with the provisions of this section. Acceptable means of electronic communications include telephone (speaker phone) or by video or audio teleconferencing means, such as Zoom, GoToMeeting, GoToWebinar, Webex, Microsoft Teams, Google Hangout or any other similar platform approved by the City Administrator which is clear, uninterrupted and allows two-way communication for the participating Council members.

(8) *Notice of Meeting*. If a Council member is participating in a meeting of the City Council by electronic communication means as authorized by this section, the City Council shall ensure that means of access to the electronic communication is published in the same manner as the notice of the meeting is published pursuant to Chapter 25A of Title 36 of the Code of Alabama.

(9) *Voting*. Any vote taken at a meeting utilizing the equipment contemplated in this section shall be taken as a roll call vote that allows each participant to vote individually in a manner audible to all persons participating or present at the physical location where the quorum is present.

(10) *Interruption of electronic communication*. If the electronic communication means fail or are in any way interrupted during a meeting otherwise in compliance with this section, that failure shall not be grounds to challenge any action taken during the meeting.

(11) *Implementation of policy*. At least forty-five (45) days shall lapse between the adoption of this policy and the first meeting that the City Council uses electronic means of communication as authorized by this section.

(12) *No reimbursement of expenses*. A Council member participating in a meeting by electronic communication means as provided by this section may not claim any form of fee or reimbursement of expenses relating to that meeting, including mileage.

2. That all ordinances, resolutions or parts in conflict with this ordinance, to the extent of such conflict, are hereby repealed to the extent in conflict hereof; and

3. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 5th DAY OF SEPTEMBER, 2023.

_____
Renee Eberly
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies that the foregoing **ORDINANCE 2023-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

REGULAR CITY COUNCIL MEETING
SEPTEMBER 12, 2023

Departments: City Clerk

Description of Topic: Resolution amending Resolution No. 23-070 and authorizing the purchase of a Knuckleboom Truck for the Public Works Department through the Sourcewell purchasing cooperative from Ingram Equipment Company, LLC, in the amount of $234,926.

Background/Description: Resolution No. 23-070 authorized the purchase of a 2024 Knuckleboom Truck in the amount of $227,211.47. The manufacturer has notified the city that the order cannot be fulfilled. This resolution is amending the order to a 2025 Knuckleboom Truck in the amount of $234,926.

Action Options/Recommendation:

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

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ATTACHMENTS:

1. 09-12-23 23-xxx Amd Reso 23-070 Authorize Purchase Knuckleboom Truck Public Works Sourcewell
2. 2023.08.17 Quote - Public Works - Ingram Equipment Company Knuckleboom Sourcewell

RESOLUTION NO. 23-xxx

A RESOLUTION AMENDING RESOLUTION NO. 23-070 AND AUTHORIZING THE PURCHASE OF A KNUCKLEBOOM TRUCK FOR THE PUBLIC WORKS DEPARTMENT THROUGH THE SOURCEWELL PURCHASING COOPERATIVE FROM INGRAM EQUIPMENT COMPANY, LLC, IN THE AMOUNT OF $234,926

FINDINGS:

1. On April 4, 2023, City Council adopted Resolution No. 23-070 authorizing the purchase of a 2024 Freightliner M2 Pac Mac Knuckleboom Truck for the Public Works Department through Sourcewell in the amount of $227,211.47.
2. City staff has since been notified by the manufacturer that the order cannot be fulfilled.
3. The Public Works Director has obtained a quote for a 2025 model to meet the Department's need for a new knuckleboom truck to replace aging equipment.

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of a Knuckleboom Truck for the Refuse Division of the Public Works Department through the Sourcewell purchasing cooperative, approved by the State of Alabama and the Public Examiners Office, in the amount of $234,926;
2. That the Mayor is hereby authorized to approve payment to Ingram Equipment Company, LLC, in the amount of $234,926.00 for One (1) New 2025 Freightliner M2 Pac Mac Knuckleboom Truck;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 12th DAY OF SEPTEMBER, 2023.

_____
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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on September 12, 2023.

_____
City Clerk

Ingram Equipment Company
11 Monroe Drive, Pelham, AL 35124
400 Dupree Street, Tallahassee, FL 32304
1596 S. Bethel Road Unit A, Priceville, AL 35603
8559 Bellingrath Road, Theodore, AL 36582
1311 Industrial Park Road, Columbus, MS 39701
Phone: (205) 663-3946
www.ingramequipment.net

Ship To: CITY OF ORANGE BEACH
4099 ORANGE BEACH BLVD
ORANGE BEACH,AL 36561-3495

Invoice To: CITY OF ORANGE BEACH
P.O. BOX 458
ORANGE BEACH AL 36561

Branch		
01 - PELHAM		
Date: 08/17/2023	Time: 13:32:21 (O)	Page: 1
Account No: ORANG001	Phone No:	Est No: 01 Q00542
Ship Via:	Purchase Order:	
Tax ID No:		
STEPHEN CHURCHARD	Salesperson: SC	

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 09/16/2023 Amount

PAC-MAC KBF-20H-HJ W/1825 HARDOX KNUCKLEBOOM ON FL
10' BOOM WITH EXTEND TIP
6' TIP BOOM WITH 4' EXTEND
H-STYLE OUTRIGGERS
HOT SHIFT PTO
HYDRAULIC JOYSTICK CONTROLS
STROBE LIGHT ON PIVOT
BOOM UP ALARM
OIL COOLER
18', 25CY HARDOX BODY
BARN DOORS
MID BODY TURNS
REAR POST CORNER STROBES
SPRING ASSIST TARP (Armless Window Shade)
GRAPPLE HOOK FOR TARP
7" REAR VISION CAMERA
TOOL BOX 18X18X48
PAINT: WHITE LOADER & BODY
****
2025 FREIGHTLINER M2+
5YR/150K MILE ENGINE & AT WARRANTY
5YR/UNLIM. MILE TRANSMISSION WARRANTY
PAINT: WHITE

Sale Total: 233906.00

Miscellaneous Charges/Credits
==========

FREIGHT CHARGE Qty: 1

Miscellaneous Charges/Credits Total: 1020.00

Subtotal: 234926.00
Quote Total: 234926.00

Authorization: _____
**This Unit May Be Subject to Manufacturer Surcharges

Thank You For Your Business!

Ingram Equipment Company
11 Monroe Drive, Pelham, AL 35124
400 Dupree Street, Tallahassee, FL 32304
1596 S. Bethel Road Unit A, Priceville, AL 35603
8559 Bellingrath Road, Theodore, AL 36582
1311 Industrial Park Road, Columbus, MS 39701
Phone: (205) 663-3946
www.ingramequipment.net

Ship To: CITY OF ORANGE BEACH
4099 ORANGE BEACH BLVD
ORANGE BEACH,AL 36561-3495

Invoice To: CITY OF ORANGE BEACH
P.O. BOX 458
ORANGE BEACH AL 36561

Branch		
01 - PELHAM		
Date: 08/17/2023	Time: 13:32:21 (O)	Page: 2
Account No: ORANG001	Phone No:	Est No: 01 Q00542
Ship Via:	Purchase Order:	
Tax ID No:		
STEPHEN CHURCHARD	Salesperson: SC	

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 09/16/2023 Amount

After Issuance of Purchase Order.**
Chassis Subject to Prior Sale
SOURCEWELL CONTRACT 060920-NAF
THANK YOU FOR YOUR BUSINESS, IT IS GREATLY APPRECIATED.

Thank You For Your Business!

REGULAR CITY COUNCIL MEETING
SEPTEMBER 12, 2023

Departments: City Attorney

Description of Topic: Resolution authorizing the execution of a performance contract with Tanner Myatt for golf instruction services.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): N/A

ATTACHMENTS:

1. 09-12-23 23-xxx Authorize Performance Contract Golf Tanner Myatt
2. 2023.08.19 Performance Contract Tanner Myatt Golf

RESOLUTION NO. 23-xxx

A RESOLUTION AUTHORIZING THE EXECUTION OF A PERFORMANCE CONTRACT WITH TANNER MYATT FOR GOLF INSTRUCTION SERVICES

FINDINGS:

1. The City of Orange Beach and Tanner Myatt have reached an agreement (attached Exhibit A) whereby Tanner Myatt will provide golf instruction services for the City of Orange Beach.
2. The City Council believes having a golf instructor available to provide lessons and skill-development classes serves the health, safety, and welfare of the public, and desires to engage Contractor to provide such services for the benefit of Orange Beach residents and visitors. Further, having golf instruction available to the City's Expect Excellence program and City School students is advantageous to the City.
3. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the 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 Tanner Myatt 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 12th DAY OF SEPTEMBER, 2023.

_____
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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on September 12, 2023.

_____
City Clerk

PERFORMANCE CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, an Alabama municipal corporation (the "City") and Tanner Myatt (sometimes hereinafter "Contractor"), as follows:

1. Recitals:
   a. Contractor is a golf teacher who provides instruction.
   b. The City Council believes having a golf instructor available to provide lessons and skill-development classes serves the health, safety and welfare of the public, and desires to engage Contractor to provide such services for the benefit of Orange Beach residents and visitors.
   c. In consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties do hereby covenant and agree as follows.
2. Contractor's Obligations:
   a. Contractor shall offer golf lessons, and related skill-development classes at the Orange Beach Golf Center.
   b. Contractor shall provide, at no charge at least twenty hours a year of golf instruction for the City's Expect Excellence Program and/or the public schools within the City of Orange Beach.
   c. Contractor must have an Orange Beach Business License.
   d. Contractor will schedule lesson times with the Orange Beach Golf Center prior to the lessons.
3. City's Obligations:
   a. City agrees to make available during normal operational hours an agreed portion of the range for the Contractor to provide lessons.
   b. City will provide an indoor space during weather events if the room is not previously booked.
   c. City will provide students free memberships/discounted golf center rates and free range tokens during the year.
4. Compensation:

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

   The term of this agreement shall begin on September 19 2023, and end on September 18, 2024, unless terminated earlier in accordance with paragraph 10. This agreement may be renewed annually by resolution adopted by the City Council.
6. Independent Contractor:
   a. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.
   b. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an Independent Contractor in every respect and

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

7. Assignment:

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

8. Insurance:

   a. Contractor shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor under this Agreement, including the following, at a minimum:

      i. Worker's compensation insurance as required by law; and

      ii. Commercial general liability insurance with minimum coverage limits of $100,000 per person and $300,000 per occurrence, naming the City of Orange Beach and the City's officers, employees, and consultants as additional insured. The policy shall be with a carrier and in a form acceptable to the City at the City's sole discretion.

   b. Any insurance carried by the City, its officers, or its employees or contractors is excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

   c. Contractor shall provide to the City a Certificate of Insurance as evidence that required polices are in full force and effect.

9. Indemnity:

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

10. Compliance with Law:

    Contractor hereby agrees to comply strictly with all the laws of the State of Alabama and of the United States, and the laws and ordinances of any other jurisdiction in which contractor may perform any work pursuant to this agreement.

11. Termination:

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

12. Final Agreement:

    This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations,

understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

13. Modifications:

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

14. Severability:

    The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

15. Laws Governing:

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

16. Permits, Licensing, etc:

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

17. Confidentiality:

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

18. Notices:

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

    City of Orange Beach:

    City Clerk
    Post Office Box 458
    Orange Beach, Alabama 36561

    With Required Copy to:

    City Attorney
    Post Office Box 458

Orange Beach, Alabama 36561

And to Contractor:

Tanner Myatt
6867 Crimson Lane
Gulf Shores, Alabama 36542

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the _____ day of _____, 2023.

CITY OF ORANGE BEACH,
An Alabama Municipal Corporation

By: _____
Mayor Anthony T. Kennon

ATTEST:

_____
Renee Eberly, City Clerk

CONTRACTOR:

TANNER MYATT

By: _____
Tanner Myatt

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and seal on the _____ day of _____, 2023.

(SEAL)

_____
Notary Public
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Tanner Myatt is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing, she, as such owner and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and seal on the _____ day of _____, 2023.

(SEAL)

_____
Notary Public
My Commission Expires: _____

REGULAR CITY COUNCIL MEETING
SEPTEMBER 12, 2023

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a performance contract with Brandy Reeves for tennis instruction services.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-12-23 23-xxx Authorize Performance Contract Tennis Brandy Reeves
2. 2023.08.31 Performance Contract Brandy Reeves Tennis

RESOLUTION NO. 23-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 12th DAY OF SEPTEMBER, 2023.

_____
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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on September 12, 2023.

_____
City Clerk

PERFORMANCE CONTRACT

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

1. Recitals:
   a. Contractor is a Tennis Instructor who provides instruction for children.
   b. The City desires to engage Contractor to provide such services for the benefit of Orange Beach residents and visitors.
   c. In consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties do hereby covenant and agree as follows.
2. Contractor's Obligations:
   a. Contractor shall offer 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 must have an Orange Beach Business License.
   d. Contractor will schedule lesson times with the Orange Beach Tennis Center prior to the lessons.
3. City's Obligations:

   City agrees to make available during normal operational hours an agreed portion of the range for the Contractor to provide lessons.
4. Compensation:

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

   The term of this agreement shall begin on September 1, 2023, and end on August 31, 2024, unless terminated earlier in accordance with paragraph 11. This agreement may be renewed annually by resolution adopted by the City Council.
6. Independent Contractor:
   a. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.
   b. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an Independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an Independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefor.

7. Assignment:

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

8. Insurance:

   a. Contractor shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor under this Agreement, including the following, at a minimum:

      i. Worker's compensation insurance as required by law; and

      ii. Commercial general liability insurance with minimum coverage limits of $100,000 per person and $300,000 per occurrence, naming the City of Orange Beach and the City's officers, employees, and consultants as additional insured. The policy shall be with a carrier and in a form acceptable to the City at the City's sole discretion.

   b. Any insurance carried by the City, its officers, or its employees or contractors is excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

   c. Contractor shall provide to the City a Certificate of Insurance as evidence that required polices are in full force and effect.

9. Indemnity:

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

10. Compliance with Law:

    Contractor hereby agrees to comply strictly with all the laws of the State of Alabama and of the United States, and the laws and ordinances of any other jurisdiction in which contractor may perform any work pursuant to this agreement.

11. Termination:

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

12. Final Agreement:

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

13. Modifications:

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

14. Severability:

    The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

15. Laws Governing:

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

16. Permits, Licensing, etc:

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

17. Confidentiality:

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

18. Notices:

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

    City of Orange Beach:

    City Clerk
    Post Office Box 458
    Orange Beach, Alabama 36561

    With Required Copy to:

    City Attorney
    Post Office Box 458
    Orange Beach, Alabama 36561

And to Contractor:

Brandy Reeves
5231 Washington Boulevard
Orange Beach, Alabama 36561

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the _____ day of _____, 2023.

CITY OF ORANGE BEACH,
An Alabama Municipal Corporation

By: _____
Mayor Anthony T. Kennon

ATTEST:

_____
Renee Eberly, City Clerk

CONTRACTOR:

BRANDY REEVES

By: _____
Brandy Reeves

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and seal on the _____ day of _____, 2023.

(SEAL)

_____
Notary Public
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Brandy Reeves is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing, she, as such owner and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and seal on the _____ day of _____, 2023.

(SEAL)

_____
Notary Public
My Commission Expires: _____

REGULAR CITY COUNCIL MEETING
SEPTEMBER 12, 2023

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Drone for the Police Department through the Sourcewell purchasing cooperative from Axon Enterprise, Inc., in the amount of $69,324.84.

Background/Description:

Action Options/Recommendation:

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

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ATTACHMENTS:

1. 09-12-23 23-xxx Authorize Purchase Drone Police Sourcewell
2. 2023.09.01 Quote - Police - Axon Drone

RESOLUTION NO. 23-xxx

A RESOLUTION AUTHORIZING THE PURCHASE OF A DRONE FOR THE POLICE DEPARTMENT THROUGH THE SOURCEWELL PURCHASING COOPERATIVE FROM AXON ENTERPRISE, INC., IN THE AMOUNT OF $69,324.84

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of a Drone for the Police Department through the Sourcewell purchasing cooperative, approved by the State of Alabama and the Public Examiners Office, in the amount of $69,324.84;
2. That the Mayor is hereby authorized to approve payment to Axon Enterprise, Inc., in the amount of $69,324.84 for One (1) Axon Air Fotokite Sigma Drone with accessories, licensing, service, and support for a term of 60 months, per Quote No. Q-502286-45170.708SF dated September 1, 2023;
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 12th DAY OF SEPTEMBER, 2023.

_____
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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on September 12, 2023.

_____
City Clerk

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-502286-45170.708SF

Issued: 09/01/2023

Quote Expiration: 12/31/2023

Estimated Contract Start Date: 10/01/2023

Account Number: 113065
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Delivery-4480 Orange Beach Blvd 4480 Orange Beach Blvd Orange Beach, AL 36561-3471 USA	Orange Beach Police Dept. - AL PO Box 458 Orange Beach AL 36561-0458 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Capri Wesley Phone: 334-655-0690 Email: cwesley@axon.com Fax:	Rodney Kirchharr Phone: (251) 981-9777 Email: Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$69,324.84
ESTIMATED TOTAL W/ TAX	$69,324.84

Discount Summary

Average Savings Per Year	$1,798.92
TOTAL SAVINGS	$8,994.60

Payment Summary

Date	Subtotal	Tax	Total
Sep 2023	$36,991.34	$0.00	$36,991.34
Sep 2024	$12,889.33	$0.00	$12,889.33
Sep 2025	$6,228.91	$0.00	$6,228.91
Sep 2026	$6,478.07	$0.00	$6,478.07
Sep 2027	$6,737.19	$0.00	$6,737.19
Total	**$69,324.84**	**$0.00**	**$69,324.84**

Quote Unbundled Price:	**$78,319.44**
Quote List Price:	**$78,319.44**
Quote Subtotal:	**$69,324.84**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
12346	AXON AIR, FOTOKITE SIGMA MOBILE	1			$33,945.00	$33,945.00	$33,945.00	$0.00	$33,945.00
A la Carte Software									
12029	AXON AIR, EVIDENCE.COM LIC BASIC ACCESS	5	60		$16.27	$0.00	$0.00	$0.00	$0.00
12028	AXON AIR, EVIDENCE.COM LIC PRO ACCESS	1	60		$42.31	$0.00	$0.00	$0.00	$0.00
100368	AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT	1	48		$249.58	$249.58	$11,979.84	$0.00	$11,979.84
12344	AXON AIR, FOTOKITE CONNECT LICENSE	1	60		$275.00	$275.00	$16,500.00	$0.00	$16,500.00
A la Carte Services									
80146	VIRTUAL BODYCAM STARTER	1			$1,575.00	$0.00	$0.00	$0.00	$0.00
A la Carte Warranties									
100776	AXON AIR, FOTOKITE SIGMA 4YR EXTENDED WARRANTY	1			$6,900.00	$6,900.00	$6,900.00	$0.00	$6,900.00
Total							**$69,324.84**	**$0.00**	**$69,324.84**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	12346	AXON AIR, FOTOKITE SIGMA MOBILE	1	10/01/2023

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	12028	AXON AIR, EVIDENCE.COM LIC PRO ACCESS	1	10/01/2023	09/30/2028
A la Carte	12029	AXON AIR, EVIDENCE.COM LIC BASIC ACCESS	5	10/01/2023	09/30/2028
A la Carte	12344	AXON AIR, FOTOKITE CONNECT LICENSE	1	10/01/2023	09/30/2028
A la Carte	100368	AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT	1	10/01/2024	09/30/2028

Services

Bundle	Item	Description	QTY
A la Carte	80146	VIRTUAL BODYCAM STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100776	AXON AIR, FOTOKITE SIGMA 4YR EXTENDED WARRANTY	1	10/01/2023	09/30/2028

Payment Details

Sep 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront HW	12346	AXON AIR, FOTOKITE SIGMA MOBILE	1	$33,945.00	$0.00	$33,945.00
Upfront HW	80146	VIRTUAL BODYCAM STARTER	1	$0.00	$0.00	$0.00
Year 1 - SW	12028	AXON AIR, EVIDENCE.COM LIC PRO ACCESS	1	$0.00	$0.00	$0.00
Year 1 - SW	12029	AXON AIR, EVIDENCE.COM LIC BASIC ACCESS	5	$0.00	$0.00	$0.00
Year 1 - SW	12344	AXON AIR, FOTOKITE CONNECT LICENSE	1	$3,046.34	$0.00	$3,046.34
Total				**$36,991.34**	**$0.00**	**$36,991.34**

Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
AXON AIR, FOTOKITE SIGMA 4YR EXTENDED WARRANTY - Year 2 Charge	100776	AXON AIR, FOTOKITE SIGMA 4YR EXTENDED WARRANTY	1	$6,900.00	$0.00	$6,900.00
AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT - Year 2	100368	AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT	1	$2,821.13	$0.00	$2,821.13
Year 2 - SW	12028	AXON AIR, EVIDENCE.COM LIC PRO ACCESS	1	$0.00	$0.00	$0.00
Year 2 - SW	12029	AXON AIR, EVIDENCE.COM LIC BASIC ACCESS	5	$0.00	$0.00	$0.00
Year 2 - SW	12344	AXON AIR, FOTOKITE CONNECT LICENSE	1	$3,168.20	$0.00	$3,168.20
Total				**$12,889.33**	**$0.00**	**$12,889.33**

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT - Year 3	100368	AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT	1	$2,933.98	$0.00	$2,933.98
Year 3 - SW	12028	AXON AIR, EVIDENCE.COM LIC PRO ACCESS	1	$0.00	$0.00	$0.00
Year 3 - SW	12029	AXON AIR, EVIDENCE.COM LIC BASIC ACCESS	5	$0.00	$0.00	$0.00
Year 3 - SW	12344	AXON AIR, FOTOKITE CONNECT LICENSE	1	$3,294.93	$0.00	$3,294.93
Total				**$6,228.91**	**$0.00**	**$6,228.91**

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT - Year 4	100368	AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT	1	$3,051.34	$0.00	$3,051.34
Year 4 - SW	12028	AXON AIR, EVIDENCE.COM LIC PRO ACCESS	1	$0.00	$0.00	$0.00
Year 4 - SW	12029	AXON AIR, EVIDENCE.COM LIC BASIC ACCESS	5	$0.00	$0.00	$0.00
Year 4 - SW	12344	AXON AIR, FOTOKITE CONNECT LICENSE	1	$3,426.73	$0.00	$3,426.73
Total				**$6,478.07**	**$0.00**	**$6,478.07**

Sep 2027						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT - Year 5	100368	AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT	1	$3,173.39	$0.00	$3,173.39
Year 5 - SW	12028	AXON AIR, EVIDENCE.COM LIC PRO ACCESS	1	$0.00	$0.00	$0.00
Year 5 - SW	12029	AXON AIR, EVIDENCE.COM LIC BASIC ACCESS	5	$0.00	$0.00	$0.00
Year 5 - SW	12344	AXON AIR, FOTOKITE CONNECT LICENSE	1	$3,563.80	$0.00	$3,563.80
Total				**$6,737.19**	**$0.00**	**$6,737.19**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/1/2023

REGULAR CITY COUNCIL MEETING
SEPTEMBER 12, 2023

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of Six Drones for the Police Department through the BuyBoard purchasing cooperative from Adorama Camera, Inc., in the amount of $90,029.58.

Background/Description:

Action Options/Recommendation:

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

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ATTACHMENTS:

1. 09-12-23 23-xxx Authorize Purchase Drones Police BuyBoard
2. 2023.09.01 Quote - Police - Adorama Drones

RESOLUTION NO. 23-xxx

A RESOLUTION AUTHORIZING THE PURCHASE OF SIX DRONES FOR THE POLICE DEPARTMENT THROUGH THE BUYBOARD PURCHASING COOPERATIVE FROM ADORAMA CAMERA, INC., IN THE AMOUNT OF $90,029.58

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 Six Drones for the Police Department through the BuyBoard purchasing cooperative, approved by the State of Alabama and the Public Examiners Office, in the amount of $90,029.58;
2. That the Mayor is hereby authorized to approve payment to Adorama Camera, Inc., in the amount of $90,029.58 for Six Parrot ANAFI USA Drones with accessories, per Quote No. 2247150 dated August 31, 2023;
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 12th DAY OF SEPTEMBER, 2023.

_____
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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on September 12, 2023.

_____
City Clerk

Adorama

42 West 18th Street
New York, NY 10011 **800-223-2500**
adorama.com
info@adorama.com

QUOTE

2247150 08/31/2023

BILLING ADDRESS:
CITY OF ORANGE BEACH
Att: ACCOUNTS PAYABLE
4480 ORANGE BEACH BLVD
ORANGE BEACH, AL 36561 USA
(251) 981-9777

SHIPPING ADDRESS:
CITY OF ORANGE BEACH POLICE
Att: LT RODNEY KIRCHHARR
4480 ORANGE BEACH BLVD
ORANGE BEACH, AL 36561 USA
(251) 981-9777

Customer No: 18495700
Customer PO: None
Terms:

SKU#	Item	Qty	Price	Total
PARPF728230	PARROT ANAFI USA GOV	6	13,720.00	82,320.00
Mfg Item#: PF728230				
PARPF070333	PARROT ANAFI USA BATTERY - TAA	12	390.97	4,691.64
Mfg Item#: PF070333				
IDSQXAA128G	SANDISK EXT MICROSDXC 128GB UHS-I CARD	6	12.99	77.94
Mfg Item#: SDSQXAA-128G-AN6MA				
Regular Web Price: $29.99 - Special Price: $12.99				
Special Price period Expires on 09/03/23				
Limited time offer, while supplies last				
ARDLPF	ARIES DRONE LANDING PAD FOLDABLE 20"	6	15.00	90.00
Mfg Item#: AR-DLPF				
CDCANAFIUASE	CDC/PAROT ANAFI USA ELITE	3	950.00	2,850.00
Mfg Item#: ANAFI UAS ELITE				

Sub Total:	90029.58
Shipping:	.00
Tax:	.00
Quote Total:	90029.58

Thank you for your order.

This quote was prepared by your sales representative, Michael Glover.
To place order or for any help, call Michael Glover at (800) 223-2500 x 2135 or email at michaelg@adorama.com

To email Customer Service please go to www.adorama.com/email

Any item/s showing as "back-order"?
An item listed as "back-order" is on order with the supplier and is temporarily out of stock. These items will ship soon. Most backordered items ship within 10 business days. We never charge additional shipping as a result of a back-order. Please feel free to contact us for additional info at www.adorama.com/email.

Note: Please be prudent when throwing away packaging material. It is possible to miss some contents. Checking off contents against the packing list is always a good idea. If something is indeed missing please make a claim within 5 days to be compliant with our policies.

We want to buy your used photo equipment:
In the last year alone, Adorama spent millions buying 35mm, medium / large-format, scopes, video and digital equipment. Our satisfied customers happily cashed in or traded their equipment and enjoyed our above market value payout. Adorama pays top dollar for individual items, rare pieces, collections and estates. For more information, call 1-800-223-2500 or visit us at www.adorama.com/sell and use our online quoting system.

No Hassle Return Policy:
We want you to be completely happy with your purchase from Adorama. Please see the general Return/Exchange guidelines and policy posted on our website at www.adorama.com/policy.

Adorama Access
Ask about Adorama Access.
Affordable technical support subscription plans that help you set up and get the most out of your equipment.
Online: www.adorama.com/Access
or speak to your account manager.

LOOKING FOR CA$H? WE'VE GOT IT
We pay top dollar for your used photo & video equipment
To find out the value of your equipment
online adorama.com/sell | by phone 800-223-2500 | bring it 42 W 18 St NYC

Ship Via: UPS Ground Delivery

Salesman 1583 - MichlG

Printed By: MICHAELG 09/01/23 12:10 PM

Adorama

42 West 18th Street
New York, NY 10011 **800-223-2500**
adorama.com
info@adorama.com

QUOTE

2247150 08/31/2023

BILLING ADDRESS:
CITY OF ORANGE BEACH
Att: ACCOUNTS PAYABLE
4480 ORANGE BEACH BLVD
ORANGE BEACH, AL 36561 USA
(251) 981-9777

SHIPPING ADDRESS:
CITY OF ORANGE BEACH POLICE
Att: LT RODNEY KIRCHHARR
4480 ORANGE BEACH BLVD
ORANGE BEACH, AL 36561 USA
(251) 981-9777

Customer No: 18495700
Customer PO: None
Terms:

SKU#	Item	Qty	Price	Total

Memo: BUYBOARD CONTRACT 661-22 TECHNOLOGY

Any item/s showing as "back-order"?
An item listed as "back-order" is on order with the supplier and is temporarily out of stock. These items will ship soon. Most backordered items ship within 10 business days. We never charge additional shipping as a result of a back-order. Please feel free to contact us for additional info at www.adorama.com/email.

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We want to buy your used photo equipment:
In the last year alone, Adorama spent millions buying 35mm, medium / large-format, scopes, video and digital equipment. Our satisfied customers happily cashed in or traded their equipment and enjoyed our above market value payout. Adorama pays top dollar for individual items, rare pieces, collections and estates. For more information, call 1-800-223-2500 or visit us at www.adorama.com/sell and use our online quoting system.

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We want you to be completely happy with your purchase from Adorama. Please see the general Return/Exchange guidelines and policy posted on our website at www.adorama.com/policy.

Adorama Access
Ask about Adorama Access.
Affordable technical support subscription plans that help you set up and get the most out of your equipment.
Online: www.adorama.com/Access
or speak to your account manager.

LOOKING FOR CA$H?
WE'VE GOT IT
We pay top dollar for your used photo & video equipment
To find out the value of your equipment
online adorama.com/sell
by phone 800-223-2500
bring it 42 W 18 St NYC

Ship Via: UPS Ground Delivery

Salesman 1583 - MichlG

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REGULAR CITY COUNCIL MEETING
SEPTEMBER 12, 2023

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a professional services agreement with Sun Coast Builders, Inc., for structural engineering and related services.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-12-23 23-xxx Authorize Professional Services Agreement Sun Coast Builders
2. 2023.09.01 Professional Services Agreement Sun Coast Builders

RESOLUTION NO. 23-xxx

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH SUN COAST BUILDERS, INC., FOR STRUCTURAL ENGINEERING AND RELATED SERVICES

FINDINGS:

1. The City's Construction and Facilities Manager has submitted a professional services agreement (attached Exhibit A) for Council approval.
2. The proposed agreement requires Sun Coast Builders, Inc., to perform structural engineering analysis, design, and related services to be assigned by one or more task orders approved from time to time by the City Council.
3. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
4. The term of this agreement shall be for twenty-four (24) months from the date of adoption by the Orange Beach City Council.

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 Sun Coast Builders, Inc., as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 12th DAY OF SEPTEMBER, 2023.

_____
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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on September 12, 2023.

_____
City Clerk

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (hereinafter "Agreement") is made and entered into by and between the City of Orange Beach, an Alabama Municipal Corporation (hereinafter "City"), and Sun Coast Builders, Inc. (hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of providing civil engineering, land surveying, and construction management services;

WHEREAS, City desires to engage Contractor to provide said services upon the following terms and conditions;

NOW THEREFORE,

WITNESSETH:

City and Contractor, 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, do hereby covenant and agree as follows:

I. SERVICES TO BE PERFORMED

Contractor agrees to perform structural engineering, and to represent the City as requested as their Consultant on a variety of assigned projects. Each project will be assigned to Contractor in the form of a written Task Order describing the scope of work. A copy of this Agreement shall be attached to each Task Order.

Contractor agrees to perform services that may include, but not be limited to: structural engineering, as required by the City, and other services as requested.

II. COMPENSATION

Fees for work completed and reimbursable expenses will be invoiced to the City on a monthly basis, based on the following hourly rate schedule.

Click here to enter text.

III. TERM OF AGREEMENT

Unless terminated earlier in accordance with the termination provisions of this Agreement, the term of this Agreement shall commence upon its adoption by the Orange Beach City Council and shall continue thereafter for twenty-four (24) months.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.

B. 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 venture 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.

C. Contractor shall act as a representative of the City, under the direct supervision of the City. Contractor shall have no authority to obligate the City in any way whatsoever. In the performance of his duties, the Contractor shall be deemed an independent contractor.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this

Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or denied solely at City's discretion.

E. Contractor hereby agrees to comply strictly with all ordinances of the City of Orange Beach, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

F. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement.

G. Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability, in connection with federally funded programs.

H. City may terminate this Agreement with or without cause at any time by giving written notice to Contractor of such termination (herein called a "Notice of Termination"), specifying the effective date thereof not less than thirty (30) calendar days before the effective date of the termination. Contractor shall have the right to terminate this Agreement by giving City written notice and remaining in service for a sufficient time to allow City to seek a suitable replacement. Should Contractor be terminated pursuant to the terms of this subpart, then this Agreement shall terminate on the last day of Contractor's current month of employment and City shall not be liable for any compensation beyond that date.

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

J. All notices of cancellation, requests, demands, or other communications shall be in writing and duly delivered to the following address for City at:

Renee Eberly, City Clerk
P.O. Box 458
Orange Beach, Alabama 36561

Copy to: City Attorney

And to Contractor at:

Sun Coast Builders, Inc
11122 County Road 65
Foley, Alabama 36535

K. 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.

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

M. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rending shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

N. 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.

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

V. INSURANCE

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Orange Beach as an additional insured, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

Worker's Compensation – as required by State of Alabama law

General Liability Insurance – public liability including premises, products, complete operations and automobile comprehensive and liability, including owned, non-owned, and hired vehicles.

Either:

(1) Bodily injury liability
$250,000 each person
$500,000 each occurrence
Property damage liability
$100,000 each occurrence

Or,

(2) Bodily injury and property damage combined
$500,000 per occurrence

Professional Errors and Omissions – coverage limits of $3,000,000 each claim and policy aggregate, an extended discovery period to apply for at least two (2) years after work is accepted by the City of Orange Beach, and a deductible not to exceed $10,000 for which the Contractor will remain solely responsible.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

Said certificate shall require that said insurance 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.

VI. CONFIDENTIALITY

VI. CONFIDENTIALITY

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the _____ day of _____, 20_____.

CITY OF ORANGE BEACH, A Municipal Corporation

By: _____
Mayor Tony Kennon

ATTEST:

_____
City Clerk

CONTRACTOR:

Sun Coast Builders, Inc.

By: _____
James Linton

Its: President

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Tony Kennon and Renee Eberly, 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, acknowledged before me on this day, that, being informed of the contents of the above and foregoing, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and seal this the_____day of_____, 2023.

_____
Notary Public
State of Alabama At-Large
My Commission Expires: _____

(SEAL)

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said county in said state, hereby certify that James Linton, whose name as President of Sun Coast Builders, Inc., an Alabama Corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this the 31st day of August, 2023.

_____
Notary Public
State of Alabama At-Large
My Commission Expires: _____

(SEAL)

STATE OF ALABAMA NOTARY PUBLIC KELLIEGH S. SPIVEY

STATE OF ALABAMA NOTARY PUBLIC
KELLIEGH S. SPIVEY
My Commission Expires
August 27, 2024

REGULAR CITY COUNCIL MEETING
SEPTEMBER 12, 2023

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a task order with Sun Coast Builders, Inc., to provide structural engineering services for the Temporary High School Weight Room in an amount not to exceed $2,500.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-12-23 23-xxx Authorize Task Order Sun Coast Builders School Weight Room
2. 2023.09.01 Quote - Admin - Sun Coast Builders Weight Room Batting Cages

RESOLUTION NO. 23-xxx

A RESOLUTION AUTHORIZING THE EXECUTION OF A TASK ORDER WITH SUN COAST BUILDERS, INC. TO PROVIDE STRUCTURAL ENGINEERING SERVICES FOR THE TEMPORARY HIGH SCHOOL WEIGHT ROOM IN AN AMOUNT NOT TO EXCEED $2,500

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 23-xxx adopted September 12, 2023, approved a contract with Sun Coast Builders, Inc., to perform certain architectural services ("the Contract").
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The Construction and Facilities Manager has submitted a task order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires Sun Coast Builders, Inc., to provide structural engineering services for the Temporary High School Weight Room located at 4401 Sweetwater Drive.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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 Task Order as presented to Council between the City of Orange Beach and Sun Coast Builders, Inc., on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed $2,500.00 to Sun Coast Builders, Inc., to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 12th DAY OF SEPTEMBER, 2023.

_____
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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on September 12, 2023.

_____
City Clerk

---------- Forwarded message ---------
From: **Kelliegh Spivey** <kelliegh@suncoastbuildersal.net>
Date: Mon, Aug 14, 2023 at 2:35 PM
Subject: Batting Cages and Weight Room
To: glennsmith@orangebeachal.gov <glennsmith@orangebeachal.gov>

Glenn,

High School Weight Room- 2500.00 Structural modifications and foundations.

Open Air Batting Cages- 3800.00 Structural modifications and foundations. This is the building that is sitting at CR 95.

Kelliegh Spivey

Sun Coast Builders, Inc.
11122 County Road 65
Foley, Alabama 36535
251-943-4344 Office
251-979-7240 Cell

REGULAR CITY COUNCIL MEETING
SEPTEMBER 12, 2023

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a task order with Sun Coast Builders, Inc., to provide structural engineering services for Batting Cages in an amount not to exceed $3,800.

Background/Description: This task order is for structural engineering modifications to a metal building owned by the city located on County Road 95 for the purpose of converting the structure to an open air batting cage facility to be relocated to the Sportsplex.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:
1. 09-12-23 23-xxx Authorize Task Order Sun Coast Builders Batting Cages
2. 2023.09.01 Quote - Admin - Sun Coast Builders Weight Room Batting Cages

RESOLUTION NO. 23-xxx

A RESOLUTION AUTHORIZING THE EXECUTION OF A TASK ORDER WITH SUN COAST BUILDERS, INC. TO PROVIDE STRUCTURAL ENGINEERING SERVICES FOR BATTING CAGES IN AN AMOUNT NOT TO EXCEED $3,800

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 23-xxx adopted September 12, 2023, approved a contract with Sun Coast Builders, Inc., to perform certain architectural services ("the Contract").
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The Construction and Facilities Manager has submitted a task order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires Sun Coast Builders, Inc., to provide structural engineering services to convert a metal building currently located on County Road 95 to open air batting cages to be relocated to the Sportsplex.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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 Task Order as presented to Council between the City of Orange Beach and Sun Coast Builders, Inc., on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed $3,800.00 to Sun Coast Builders, Inc., to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 12th DAY OF SEPTEMBER, 2023.

_____
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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on September 12, 2023.

_____
City Clerk

---------- Forwarded message ---------
From: **Kelliegh Spivey** <kelliegh@suncoastbuildersal.net>
Date: Mon, Aug 14, 2023 at 2:35 PM
Subject: Batting Cages and Weight Room
To: glennsmith@orangebeachal.gov <glennsmith@orangebeachal.gov>

Glenn,

High School Weight Room- 2500.00 Structural modifications and foundations.

Open Air Batting Cages- 3800.00 Structural modifications and foundations. This is the building that is sitting at CR 95.

Kelliegh Spivey

Sun Coast Builders, Inc.
11122 County Road 65
Foley, Alabama 36535
251-943-4344 Office
251-979-7240 Cell

REGULAR CITY COUNCIL MEETING
SEPTEMBER 12, 2023

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with J. F. Morris Performance LLC for theater performance direction for "The Wizard of Oz."

Background/Description: Professional services agreement for direction of the spring 2024 production of "The Wizard of Oz."

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted, Performing Arts, $15,000 plus pre-approved expenses totaling $5,795 to date.

ATTACHMENTS:

1. 09-12-23 23-xxx Authorize Professional Services Agreement Performing Arts Jacob Morris Wizard of Oz
2. 2023.09.01 Professional Services Agreement Jacob Morris Expect Excellence Performing Arts Wizard of Oz

RESOLUTION NO. 23-xxx

A RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH J. F. MORRIS PERFORMANCE LLC FOR THEATER PERFORMANCE DIRECTION FOR "THE WIZARD OF OZ"

FINDINGS:

1. The City of Orange Beach has reached an agreement (attached Exhibit A) with J. F. Morris Performance LLC whereby J. F. Morris Performance LLC will provide theater performance direction for the City's spring 2024 production of *The Wizard of Oz* by the Performing Arts division of the City of Orange Beach Expect Excellence program.
2. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and J. F. Morris Performance LLC as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 12th DAY OF SEPTEMBER, 2023.

_____
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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on September 12, 2023.

_____
City Clerk

PROFESSIONAL SERVICES CONTRACT

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

1. Recitals.

   WHEREAS, the City desires to engage Contractor to provide theatrical performance direction for the City's Expect Excellence Performing Arts program's spring 2024 theatre performance of "The Wizard of Oz," or such other production as selected by the City;

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

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

2. Consulting Services to be Performed.

   a) Contractor will provide theatre direction for the City's spring 2024 theatre performance of "The Wizard of Oz," or such other production as selected by the City.

   b) Contractor will perform such other services with regard to the City's theatre performance, including actor coaching and blocking, costume, lighting and set design, professionals such as choreographers, photographers, etc., and promotional materials as are mutually agreed to between the Contractor and the City.

3. Compensation.

   a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid $15,000, plus pre-approved expenses incurred as part of Contractor's performance of this contract, in accordance with City policies. Pre-approved expenses include $5,000 for orchestra and $795 for insurance fees.

   b) Contractor agrees to abide by the City's established policies, and agrees that any travel and expenses must be approved in advance by the City.

   c) Contractor shall be paid in four (4) monthly payments of $3,750.00 upon the City's receipt of properly documented invoices for directing services performed.

4. Term.

   The term of this Agreement is five (5) months commencing October 2, 2023, and ending February 4, 2024.

5. Independent Contractor.

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

   b) Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense as City may from time to time

request to indicate that it is an independent Contractor. City does not, and will not, assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed but, on the contrary, Contractor shall be wholly responsible therefor.

6. Insurance.

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

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

7. Assignment.

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

8. Compliance with Law.

   Contractor hereby agrees to comply strictly with all the laws of the State of Alabama and of the United States, and the laws and ordinances of any other jurisdiction in which contractor may perform any work pursuant to this Agreement. Contractor further agrees to comply with all rules, regulations, policies, and City ordinances that apply to sporting or other activities at City properties and facilities.

9. Termination.

   This Agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate. Upon termination, Contractor shall be paid *pro rata* for all services actually rendered up to the effective date of termination. This Agreement may be terminated immediately by the City upon failure of the required background check or drug testing, as set out in paragraph 16, below.

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

    The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise

unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

13. Law Governing.

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

14. Permits, etc.

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

15. Background Check and Drug Testing.

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

16. Notices.

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

City of Orange Beach	Copy to:
City Clerk Post Office Box 458 Orange Beach, AL 36561	City Attorney P.O. Box 458 Orange Beach, AL 36561
And to Contractor:	Jacob Morris 7350 Tara Dr. N Mobile, AL 36619

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the ____ day of _____, 2022.

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

_____
Renee Eberly, City Clerk

_____
Jacob Morris, owner
J.F. Morris Performance LLC

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and seal this the _____day of_____, 2023.

_____
Notary Public
(SEAL) 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 Jacob Morris, owner of J.F. Morris Performance LLC, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of the above and foregoing agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____day of_____, 2023.

_____
Notary Public
(SEAL) My Commission Expires: _____

REGULAR CITY COUNCIL MEETING
SEPTEMBER 12, 2023

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a use agreement with the Coastal Alabama Business Chamber for the 50th Annual National Shrimp Festival.

Background/Description: The Shrimp Festival Committee has requested the use of two ATVs, which the city has provided in previous years.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-12-23 23-xxx Authorize Use Agreement Coastal Alabama Business Chamber Shimp Festival
2. 2023.09.01 Use Agreement Coastal Alabama Business Chamber Shrimp Festival

RESOLUTION NO. 23-xxx

A RESOLUTION AUTHORIZING THE EXECUTION OF A USE AGREEMENT WITH THE COASTAL ALABAMA BUSINESS CHAMBER FOR THE 50TH ANNUAL NATIONAL SHRIMP FESTIVAL

FINDINGS:

1. The Coastal Alabama Business Chamber, a domestic non-profit corporation, is hosting an event entitled the 50th Annual National Shrimp Festival in the City of Orange Beach's neighboring city, the City of Gulf Shores. The Coastal Alabama Business Chamber has requested use of two (2) all terrain vehicles (ATVs) during the event for the purpose of assisting in public safety and other necessary event tasking required to make the event successful and safe.
2. The Coastal Alabama Business Chamber is a business-based association which works to preserve, enhance and expand the business environment in Coastal Alabama. They do so by furthering business advocacy and promoting community enrichment and leadership in events and programs. The Annual National Shrimp Festival has previously proven to boost public morale and stimulate economic growth by encouraging attendants to visit local businesses and providing increased revenues to local businesses through the attraction of visitors, and other efforts. These economic and socioeconomic impacts are in line with the "public purpose" as defined by the Alabama Supreme Court.
3. The City wishes to serve the public to the highest capacity in everything it does. Providing assistance to Coastal Alabama Business Chamber for logistical support of the 50th Annual National Shrimp Festival serves the public purpose through an event that stimulates Coastal Alabama and the City of Orange Beach economy.
4. After having reviewed the use agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
5. The term of this agreement shall be effective on and after its adoption by the City Council and execution by the Mayor, and shall continue in full force and effect until the ATVs have been returned to the City following the completion of the event on or about October 16, 2023.

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 Use Agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Coastal Alabama Business Chamber 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 12th DAY OF SEPTEMBER, 2023.

_____

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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on September 12, 2023.

_____
City Clerk

USE AGREEMENT

Coastal Alabama Business Chamber
50th Annual National Shrimp Festival

This Use Agreement is entered into by and between the City of Orange Beach, Alabama, an Alabama Class 8 municipal corporation ("the City") and Coastal Alabama Business Chamber, a domestic non-profit corporation ("Licensee").

1. Licensee is an organization with the mission to preserve, enhance and expand the business environment in Coastal Alabama by furthering business advocacy and promoting community enrichment in events and programs;

2. Coastal Alabama is the location of many events both within the City and in surrounding cities sponsored in whole or in part by Licensee that have a significant positive economic and socioeconomic impact on the City, its citizens and its businesses;

3. Licensee wishes to have a free-to-the-public event entitled the 50th Annual National Shrimp Festival ("the Event") in Orange Beach's neighboring city, the City of Gulf Shores. The Event is expected to draw support and participation from local citizens and businesses as well as draw visitors and guests to the City, which will boost public morale and stimulate the local economy thru increased revenues for businesses, the City, and Coastal Alabama;

4. Licensee has requested use of two (2) all terrain vehicles (ATV) during the Event.

NOW, THEREFORE:

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

6. Licensee will host the 50th Annual National Shrimp Festival in the City of Gulf Shores, Alabama on October 12-15, 2023.

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

8. Licensee will provide duly qualified and licenses staff to operate the all-terrain vehicles provided by the City during the Event

9. The City will provide Licensee 2 all-terrain vehicles for prompt and safe transport of event staff to assist in public health and safety and other Event tasking necessary for the successful operation of the Event. City to provide the vehicles from October 9-16, 2023.

Terms

10. This Agreement shall be effective on and after its adoption by the City Council and execution by the Mayor and shall continue in full force and effect until the all-terrain vehicles have been returned to the City following the completion of the event on October 16, 2023.

11. Notwithstanding anything written herein to the contrary, all commitments made herein by the City are subject to the discretion of the City. If at any time the City determines that a public need arises that requires the denial or withdrawal of any element of this agreement, then the City shall no longer be obligated or required to provide or perform such element.

12. Indemnification: Licensee agrees to indemnify and hold harmless the City, its elected officials, agents, servants and employees, from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind which arise from, or which are in any way related to the

event and the use of the City's all-terrain vehicles by the Licensee or its employees, volunteers, or agents- including any reasonable attorneys fees, expenses or costs incurred by the City as a result of any enforcement of compliance with this Agreement or defending any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

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

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

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

16. Compliance with Law. Licensee hereby agrees to strictly comply with all ordinances of the City and the City of Gulf Shores and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

17. Termination. Either party may terminate this Agreement at any time, with or without cause, by notifying the other party of its intent to terminate. Termination shall be effective on the date notice is delivered either in person, or by mail (or by courier service).

18. Non-Discrimination. Licensee agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with this Event.

19. Insurance. Licensee shall maintain in full force and effect, liability and comprehensive insurance coverage for the Event, a copy of the certificate of insurance naming the City as an additional insured, being attached hereto. Said insurance coverage will not be altered or terminated without 30 days prior written notice to the City.

20. Notices. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following addresses:

To the City:
City Clerk
City of Orange Beach
Post Office Box 458
Orange Beach, Alabama 36561

With a required copy to:

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

To the Licensee:

Coastal Alabama Business Chamber
4651 Main Street, Suite K6
Orange Beach, Alabama 36561

21. 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.

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

23. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

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

Dated this _____ day of _____, 2023.

CITY OF ORANGE BEACH, ALABAMA
A Municipal Corporation

By: _____
Tony Kennon, Mayor

ATTEST:

_____
Renee Eberly, City Clerk

COASTAL ALABAMA BUSINESS CHAMBER

By: _____
Authorized Agent

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, in and for said County and State, hereby certify that Tony Kennon and Renee Eberly, Mayor and City Clerk, respectively, of the City of Orange Beach, an Alabama municipal corporation, whose names are signed to the foregoing and who are known to me, who being first duly sworn on oath, acknowledged before me on this day, that the statements contained herein are true and correct and they, as such officers and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the ____ day of _____, 2023.

_____
Notary Public, State of Alabama

(SEAL) 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 _____, as authorized agent of Coastal Alabama Business Chamber, a domestic non-profit corporation, whose name is signed to the foregoing agreement, and who is known to me, acknowledges before me on this day that the statements contained herein are true and correct and (s)he has full authority to execute the same, and that (s)he is voluntarily doing so on the day that bears date.

Given under my hand and seal this the ____ day of _____, 2023.

_____
Notary Public, State of Alabama

(SEAL) My Commission Expires: _____

REGULAR CITY COUNCIL MEETING
SEPTEMBER 12, 2023

Departments: City Clerk

Description of Topic: Resolution authorizing a franchise for CrozzzzCabz, Inc., to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach.

Background/Description: Renewal of expired franchise.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-12-23 23-xxx Authorize Franchise CrozzzzCabz
2. 2023.09.01 Franchise Renewal - Taxi - Crozzzz Cabs_public

RESOLUTION NO. 23-xxx

A RESOLUTION AUTHORIZING A FRANCHISE FOR CROZZZZCABZ, INC. TO OPERATE A TAXI SERVICE WITHIN THE CITY LIMITS AND POLICE JURISDICTION OF THE CITY OF ORANGE BEACH

FINDINGS:

1. CrozzzzCabz, Inc., an Alabama company, 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 CrozzzzCabz, Inc., subject to final review by the City Attorney; and
2. That CrozzzzCabz, Inc., within 30 days, shall file its acceptance of the terms of the franchise in the form attached.

ADOPTED THIS 12th DAY OF SEPTEMBER, 2023.

_____
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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on September 12, 2023.

_____
City Clerk

**FRANCHISE AGREEMENT AUTHORIZING
CROZZZZCABZ, INC.
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 **CROZZZZCABZ, INC.** (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

Unless sooner terminated, suspended, or revoked, the term of this Franchise shall begin upon the day of execution and expire on December 31, 2024.

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

_____
CROZZZZCABZ, INC.
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 September 12, 2023, adopted Resolution No. 23-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 CrozzzzzCabz, Inc. ("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: _____

_____,
CROZZZZCABZ, INC.

By: _____

Its: _____

1299
$ 250.00

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

☐ NEW
☑ RENEWAL

Legal Name of Business CROZZZZCAB 2

Applicant's Name Robert David Crosby

Mailing Address 841-East 23rd Avenue

Physical Address of Terminal (Office) Same

Physical Address Vehicle Storage 841 East 23rd Avenue

Telephone 251-977-5914 E-Mail

Type of Franchise Requested Same as Last Year

Number of Vehicles Operating 2

Owner/Officers	Address	DOB
Robert D Crosby	841 E 23rd Ave	3/4/63
	Gulf Shores AL	

Drivers	Address	DOB
Robert D Crosby	841 E 23rd Ave	3/4/63

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

DATE PAID _____

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.

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 _____

City of
Orange Beach
Life is better here

Finance

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.**

Robert David Crosby (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 X NO
   If yes, stop here and return form to applicant.
2. I have known the applicant for 30 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 X 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? X YES ___NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference Joe Coe
Address of Character Reference 23770 A Cypress Manor
(city) Orange Bch (state) AL (zip) 36561
Cell phone 251-923-8252 Home phone Same Business Phone 251-981-3331

Dated: 06-16-23 Signature of Character Reference: _____

Sworn before me this 16 day of June 2023

Notary Public Signature _____

WENDY KAY READMAN NOTARY PUBLIC STATE AT LARGE

P.O. Box 458 ● Orange Beach, AL 36561 ● 4151 Orange Beach Blvd
(251) 981-6096 ● FAX 981-2551 ● www.cityoforangebeach.com

City of
Orange Beach
Life is better here

Finance

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.**

Robert David Crosby (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 X NO
   If yes, stop here and return form to applicant.
2. I have known the applicant for 30 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 X very high ___high ___average ___below average ___not acceptable
   Honesty X very high ___high ___average ___below average ___not acceptable
   Reliability X very high ___high ___average ___below average ___not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
   ___YES X 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? X YES ___NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference CHAD M. HARRIS
Address of Character Reference 5961 SHADY Woods CT
(city) Gulf Shores (state) AL (zip) 36542
Cell phone 251-725-5720 Home phone ___ Business Phone 251-981-2400

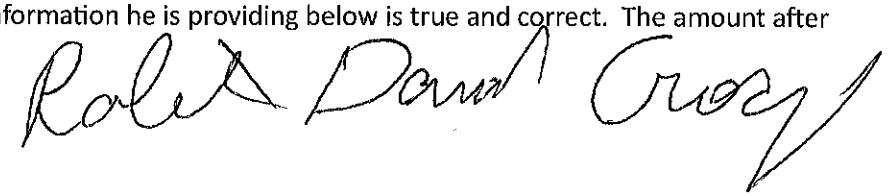
Dated: 6/16/23 Signature of Character Reference: [signature]

Sworn before me this 16th day of June, 2023

Notary Public Signature Vickie Blackwell

STATE OF ALABAMA NOTARY PUBLIC
VICKIE BLACKWELL
My Commission Expires
May 26, 2027

Robert Crosby verified that the information he is providing below is true and correct. The amount after expenses is around $51,232.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/21/2023

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	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing	
Progressive Insurance PO Box 94739, Cleveland, OH 44101	PHONE (A/C, No, Ext): 1-800-444-4487	FAX (A/C, No):
	E-MAIL ADDRESS: progressivecommercial@email.progressive.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Progressive Specialty Insurance Company	32786
INSURED	INSURER B :	
CROZZZZ CABZ INC 314 S SCHOOL ST FAIRHOPE, AL 36532	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 558849646466513503D062123T174152 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$300,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	Y	N	02725488	10/02/2022	10/02/2023	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						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

ORANGE BEACH BUS D
P O BOX 458
ORANGE BEACH, AL 36561

CANCELLATION

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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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Progressive Insurance		CROZZZZ CABZ INC 314 S SCHOOL ST FAIRHOPE, AL 36532
POLICY NUMBER		
02725488		
CARRIER	NAIC CODE	
Progressive Specialty Insurance Company	32786	EFFECTIVE DATE: 10/02/2022

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

2013 FORD E350 SUPER DUTY 1FDEE3FS2DDB30910	
Collision	$1,000 Ded
Comprehensive	$1,000 Ded
Medical Payments	$1,000
2014 DODGE GRAND CARAVAN 2C4RDGCGXER121760	
Collision	$1,000 Ded
Comprehensive	$1,000 Ded
Medical Payments	$1,000

Liability coverage may not apply to all scheduled vehicles.

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REGULAR CITY COUNCIL MEETING
SEPTEMBER 12, 2023

Departments: City Clerk

Description of Topic: Resolution authorizing a franchise for Gulf Logistics, LLC, dba Gulf Limousine, to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-12-23 23-xxx Authorize Franchise Taxi Gulf Logistics Gulf Limousine
2. 2023.09.01 Franchise Renewal - Taxi - Gulf Logistics_public

RESOLUTION NO. 23-xxx

A RESOLUTION AUTHORIZING A FRANCHISE RENEWAL FOR GULF LOGISTICS, LLC (DBA GULF LIMOUSINE) TO OPERATE A TAXI AND LIMOUSINE SERVICE WITHIN THE CITY LIMITS AND POLICE JURISDICTION OF THE CITY OF ORANGE BEACH

FINDINGS:

1. Gulf Logistics, LLC, doing business as Gulf Limousine, has made application for a non-exclusive franchise for the use of city streets to operate a taxi and limousine 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 and limousine service 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 Gulf Logistics, LLC, dba Gulf Limousine, subject to final review by the City Attorney; and
2. Gulf Logistics, LLC, dba Gulf Limousine, within 30 days, shall file its acceptance of the terms of the franchise on the form attached.

ADOPTED THIS 12th DAY OF SEPTEMBER, 2023.

_____
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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on September 12, 2023.

_____
City Clerk

**FRANCHISE AGREEMENT AUTHORIZING
GULF LOGISTICS, LLC (DBA GULF LIMOUSINE)
TO OPERATE A TAXI AND LIMOUSINE 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 **GULF LOGISTICS, LLC, dba GULF LIMOUSINE** (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 limousine 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 limousine 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, 2024.

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

_____
GULF LOGISTICS, LLC
dba GULF LIMOUSINE
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 September 12, 2023, adopted Resolution No. 23-xxx ("Resolution") approving a non-exclusive franchise for the use of the public streets to provide taxi and limousine services under the terms and conditions set out in the Franchise Agreement for Gulf Logistics, LLC, dba Gulf Limousine ("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: _____

_____
GULF LOGISTICS, LLC
dba GULF LIMOUSINE

By: _____

Its: _____

34882
YR 023351
250.

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

☐ NEW
☑ RENEWAL

Legal Name of Business Gulf Logistics

Applicant's Name Joe Phillips

Mailing Address P.O. Bx 770

Physical Address of Terminal (Office) 24310 PERDIDO BEACH BLVD

Physical Address Vehicle Storage same

Telephone 251-747-2696 E-Mail giuseppip1@gmail.com

Type of Franchise Requested Taxi / Limo

Number of Vehicles Operating 2

Owner/Officers	Address	DOB
Joe Phillips	P.O.Bx 770	
	Orange Beach, AL 36561	

Drivers	Address	DOB
Joe Phillips	same	

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

DATE PAID _____

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.

COLR700A 1154 5009 125 34 20201121 PG 55 OF 376
00005291 37966373.2 0-1

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 2-1-2023

00005291 37966373.2 0-1

(2)

City of
Orange Beach
Life is better here

Finance

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.**

Joe Phillips (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 _____years. Must exceed one (1) year.
3. Describe your relationship with the applicant:_____
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 STANLEY E STRAIN
Address of Character Reference PO Box 1430
(city) ORANGE BEACH (state) AL (zip) 36561
Cell phone_____Home phone 974 3236 Business Phone_____

Dated: 2-2-23 Signature of Character Reference: Stanley E Strain

Sworn before me this 2nd day of January, 2023

Notary Public Signature Dorothy Nave-de la Parra

ALABAMA Dorothy Nave-de la Parra STATE AT LARGE NOTARY PUBLIC

(2)

City of
Orange Beach
Life is better here

Finance

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.**

JOE PHILLIPS (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 X NO
   If yes, stop here and return form to applicant.
2. I have known the applicant for 30 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 X 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 X 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? X YES ___NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference DR. LYLE COOPER
Address of Character Reference 3533 GULF SHORES PKWY
(city) GULF SHORES (state) AL (zip) 36542
Cell phone N/A Home phone N/A Business Phone 251-968-2000

Dated: 2-1-23 Signature of Character Reference: [signature]

Sworn before me this 1st day of February, 2023.

Notary Public Signature Tracey Bryant

TRACEY BRYANT
My Commission Expires
January 6, 2024

P.O. Box 458 • Orange Beach, AL 36561 • 4151 Orange Beach Blvd
(251) 981-6096 • FAX 981-2551 • www.cityoforangebeach.com

Progressive
P.O. Box 94739
Cleveland, OH 44101

PROGRESSIVE COMMERCIAL

Named insured

GULF LOGISTICS LLC
JOE PHILLIPS
PO BOX 770
ORANGE BEACH, AL 36561

Policy number: 03616822
Underwritten by:
Progressive Specialty Insurance Co
May 2, 2022
Policy Period: Apr 29, 2022 - Apr 29, 2023

progressivecommercial.com
Online Service
Make payments, check billing activity, print policy documents, update your policy or check the status of a claim.

1-800-895-2886
For customer service and claims service, 24 hours a day, 7 days a week.

Commercial Auto Insurance Coverage Summary

This is your Declarations Page
Your coverage has changed

Your coverage began on April 29, 2022 at 12:01 a.m. This policy expires on April 29, 2023 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (02/19). The contract is modified by forms 2852AL (02/19), MC1632 (06/04), 1198 (07/16), 4852AL (10/04), 4881AL (02/19) and Z228 (01/11).

The named insured organization type is a corporation.

Policy changes effective April 29, 2022

Changes processed on:	April 29, 2022 10:09 a.m.
Premium change:	$0.00
Changes:	Your business category was changed.

The changes shown above will not be effective prior to the time the changes were requested.

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			$934
Bodily Injury Liability	$100,000 each person/$300,000 each accident		
Property Damage Liability	$50,000 each accident		
Uninsured/Underinsured Motorist	$25,000 each person/$50,000 each accident		803
Medical Payments	Rejected		--
Comprehensive			195
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			1,347
See Auto Coverage Schedule	Limit of liability less deductible		
Subtotal policy premium			**$3,279**
Additional Insured Fee			40
Total 12 month policy premium and fees			**$3,319**

Rated drivers

1. JOE PHILLIPS

Continued

Auto coverage schedule

1. **2017 TOYOTA SIENNA** Stated Amount: * $9,000 (including Permanently Attached Equip)
VIN: **5TDYZ3DC4HS792502** Garaging Zip Code: 36561 Radius: 50 miles
Personal use: N Body type: Mini Van

	Liability Premium	UM/UIM Premium			
Liability Premium	$934	$803			
	Comp Deductible	**Comp Premium**	**Collision Deductible**	**Collision Premium**	**Auto Total**
Physical Damage Premium	$1,000	$195	$1,000	$1347	**$3,279**

*A vehicle's stated amount should indicate its current retail value, including any special or permanently attached equipment. In the event of a total loss, the maximum amount payable is the lesser of the Stated Amount or Actual Cash Value, less deductible. Be sure to check stated amount at every renewal in order to receive the best value from your Progressive Commercial Auto policy.

Loss Payee information

1. Loss Payee — Auto 1
ALABAMA CU
220 PAUL W BRANDT DR
E TUSCALOOSA, AL 35486
2017 TOYOTA SIENNA (5TDYZ3DC4HS792502)

Additional Insured information

1. Additional Insured
CITY OF ORANGE BEAC
PO BOX 458
ORANGE BEACH, AL 36561

2. Additional Insured
CITY OF GULF SHORES
P.O.BOX 4089
GULF SHORES, AL 36547

Company officers

Secretary

REGULAR CITY COUNCIL MEETING
SEPTEMBER 12, 2023

Departments: City Clerk

Description of Topic: Resolution authorizing a franchise for Coast Group Transportation, LLC, dba Coast Cab, to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-12-23 23-xxx Authorize Franchise Renewal Taxi Coast Cab
2. 2023.09.01 Franchise Renewal - Taxi - Coast Group Transportation Coast Cab_public

RESOLUTION NO. 23-xxx

A RESOLUTION AUTHORIZING A FRANCHISE RENEWAL FOR COAST GROUP TRANSPORTATION, LLC (DBA COAST CAB) TO OPERATE A TAXI SERVICE WITHIN THE CITY LIMITS AND POLICE JURISDICTION OF THE CITY OF ORANGE BEACH

FINDINGS:

1. Coast Group Transportation, LLC, an Alabama limited liability company doing business as Coast Cab, 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 Coast Group Transportation, LLC, dba Coast Cab, subject to final review by the City Attorney; and
2. That Coast Group Transportation, LLC, dba Coast Cab, within 30 days, shall file its acceptance of the terms of the franchise in the form attached.

ADOPTED THIS 12th DAY OF SEPTEMBER, 2023.

_____
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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on September 12, 2023.

_____
City Clerk

**FRANCHISE AGREEMENT AUTHORIZING
COAST GROUP TRANSPORTATION, LLC (DBA COAST CAB)
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 **COAST GROUP TRANSPORTATION, LLC, dba COAST CAB** (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, 2024.

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

_____
COAST GROUP TRANSPORTATION, LLC
dba COAST CAB
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 September 12, 2023, adopted Resolution No. 23-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 Coast Group Transportation, LLC, dba Coast Cab ("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: _____

_____
COAST GROUP TRANSPORTATION, LLC
dba COAST CAB

By: _____

Its: _____

#1821
$250.00

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

☐ NEW
☒ RENEWAL

Legal Name of Business Coast Group Transportation DBA Coast. Cab

Applicant's Name Jon Gregory Jones or Pam Jones

Mailing Address PO Box 888 Orange Beach, AL. 36561

Physical Address of Terminal (Office) 11474 Patterson lane Elberta, AL. 36530

Physical Address Vehicle Storage 11474 Patterson lane Elberta, AL. 36530

Telephone 251-550-0500 E-Mail jonjo961@Gulftel.Com

Type of Franchise Requested Taxi Shuttle and Limo Service

Number of Vehicles Operating 8

Owner/Officers	Address	DOB
Jon Gregory Jones	11474 Patterson lane Elberta, AL 36530	9/13/61
Pamelia C. Jones	11474 Patterson lane Elberta, AL 36530	1/9/60

Drivers	7077 Address	DOB
Richard Brankstone	Rocky Road loop Gulf Shores, AL. 36542	8/13/61
Ronnie Hassell	761 Jacks Branch Rd Cantonment FL 32533	3/8/82
Jeff May	23381 N Francis ST. Robertsdale, AL. 36567	3/15/60
Renee Rexford	104 Garfield DR Pensacola, FL 32505	1/3/64
Dustin Blake Jones	Broken Sound loop Orange beach AL 36561	4-14-78

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

DATE PAID 250.00

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.

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(2)

City of
Orange Beach
Life is better here

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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.**

Jonorlam Jones (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 X 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 X very high ___high ___average ___below average ___not acceptable
   Honesty X very high ___high ___average ___below average ___not acceptable
   Reliability X very high ___high ___average ___below average ___not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
   ___YES X 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? X YES ___NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference James (Jeffrey) May
Address of Character Reference 23381 N Francis St
(city) Robertsdale (state) AL (zip) 36567
Cell phone 2512693034 Home phone_____ Business Phone_____

Dated: 2/10/2023 Signature of Character Reference: James (Jeffrey) May

Sworn before me this 10th day of February, 2023

Notary Public Signature

RACHEL INGRAHAM
STATE OF ALABAMA
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 2, 2026

P.O. Box 458 • Orange Beach, AL 36561 • 4151 Orange Beach Blvd
(251) 981-6096 • FAX 981-2551 • www.cityoforangebeach.com

City of
Orange Beach
Life is better here

Finance

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.**

Jon or Pam Jones (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 X 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 X very high ___high ___average ___below average ___not acceptable
   Honesty X very high ___high ___average ___below average ___not acceptable
   Reliability X very high ___high ___average ___below average ___not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
   ___YES X 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? X YES ___NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference Renee Rexford
Address of Character Reference 104 Garfield DR
(city) Pensacola (state) FL (zip) 32505
Cell phone 9786218980 Home phone _____ Business Phone _____

Dated: 2/10/2023 Signature of Character Reference: Renee Rexford

Sworn before me this 10th day of February, 2023.

Notary Public Signature _____

RACHEL INGRAHAM
STATE OF ALABAMA
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 2, 2026

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PROFESSIONAL INS CTR
2003 W KENNEDY BLVD
TAMPA, FL 33606

568537 1708 2 AB 0.507 PGULA17G 011 001708
Named insured

COAST GROUP TRANSPORTATION LLC
Coast Cab
PO BOX 888
ORANGE BEACH, AL 36561

PROGRESSIVE COMMERCIAL

Policy number: 02792353
Underwritten by:
Progressive Specialty Insurance Co
January 31, 2023
Policy Period: Oct 16, 2022 - Oct 16, 2023

agent.progressive.com
Online Service
Make payments, check billing activity, print policy documents, update your policy or check the status of a claim.

1-813-251-4900
PROFESSIONAL INS CTR
Contact your agent for personalized service.

1-800-444-4487
For customer service if your agent is unavailable or to report a claim.

Commercial Auto Insurance Coverage Summary

This is your Declarations Page
Your coverage has changed

Your coverage began on October 16, 2022 at 12:01 a.m. This policy expires on October 16, 2023 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (02/19). The contract is modified by forms 2852AL (02/19), 1198 (07/16), 4852AL (10/04), 4881AL (02/19) and Z228 (01/11).

The named insured organization type is a corporation.

Policy changes effective January 30, 2023

Changes processed on:	January 30, 2023 10:41 a.m.
Premium change:	$354.00
Changes:	The 2017 NISSAN NV with Loss Payee was added. The 2015 DODGE GRAND CARAVAN has been removed.

The changes shown above will not be effective prior to the time the changes were requested.

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			$10,842
Bodily Injury and Property Damage Liability	$300,000 combined single limit		
Uninsured/Underinsured Motorist	$25,000 each person/$50,000 each accident		3,072
Medical Payments	Rejected		--
Comprehensive			1,234
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			10,297
See Auto Coverage Schedule	Limit of liability less deductible		
Subtotal policy premium			**$25,445**
Additional Insured Fee			40
Total 12 month policy premium and fees			**$25,485**

Rated drivers

1. JON JONES

Continued

5. **2012 FORD ECONOLINE**
VIN: **1FDEE3FS6CDA13846** Garaging Zip Code: 36530 Radius: 50 miles
Personal use: N Body type: Passenger Van

	Liability Premium	UM/UIM Premium				Auto Total
Liability Premium	$1288	$384	#114 Tag 5A05NC3			**$1,672**

6. **2018 FORD TRANSIT** Stated Amount: * $40,000 (including Permanently Attached Equip)
VIN: **1FBAX2CG3JKA16384** Garaging Zip Code: 36530 Radius: 50 miles
Personal use: N Body type: Passenger Van

	Liability Premium	UM/UIM Premium				
Liability Premium	$1214	$384	#116 Tag 5A068DH			
	Comp Deductible	**Comp Premium**	**Collision Deductible**	**Collision Premium**		**Auto Total**
Physical Damage Premium	$1,000	$378	$5,000	$2093		**$4,069**

7. **2012 FORD ECONOLINE**
VIN: **1FDEE3FLXCDB15868** Garaging Zip Code: 36530 Radius: 50 miles
Personal use: N Body type: Passenger Van

	Liability Premium	UM/UIM Premium				Auto Total
Liability Premium	$1288	$384	#117 Tag 5A068E4			**$1,672**

8. **2017 NISSAN NV** Stated Amount: * $27,500 (including Permanently Attached Equip)
VIN: **5BZBF0AA9HN851758** Garaging Zip Code: 36530 Radius: 50 miles
Personal use: N Body type: Passenger Van

	Liability Premium	UM/UIM Premium				
Liability Premium	$1500	$384	#118			
	Comp Deductible	**Comp Premium**	**Collision Deductible**	**Collision Premium**		**Auto Total**
Physical Damage Premium	$1,000	$252	$1,000	$2997		**$5,133**

*A vehicle's stated amount should indicate its current retail value, including any special or permanently attached equipment. In the event of a total loss, the maximum amount payable is the lesser of the Stated Amount or Actual Cash Value, less deductible. Be sure to check stated amount at every renewal in order to receive the best value from your Progressive Commercial Auto policy.

Loss Payee information

1.	Loss Payee	Auto 8	ta bank, na 2200 chemsearch blvd irving, TX 75062 2017 NISSAN NV (5BZBF0AA9HN851758)

Additional Insured information

1.	Additional Insured	CITY OF GULF SHORES PO BOX 299 GULF SHORES, AL 36547
2.	Additional Insured	CITY OF ORANGE BEAC PO BOX 1159 ORANGE BEACH, AL 36561

Continued

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 Jan L Jr Pamelia C Date 2-10-2023

REGULAR CITY COUNCIL MEETING
SEPTEMBER 12, 2023

Departments: City Clerk

Description of Topic: Resolution authorizing a franchise for BCC Waste Solutions, LLC, to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris.

Background/Description: New franchise

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-12-23 23-xxx Authorize Franchise Solid Waste BCC Waste Solutions
2. 2023.09.01 Franchise Application - Solid Waste - BCC Waste Solutions_public

RESOLUTION NO. 23-xxx

A RESOLUTION AUTHORIZING A FRANCHISE FOR BCC WASTE SOLUTIONS, LLC TO REMOVE AND DISPOSE OF COMMERCIAL SOLID WASTE AND TO REMOVE AND TRANSPORT CONSTRUCTION AND DEMOLITION DEBRIS

FINDINGS:

1. BCC Waste Solutions, LLC, a limited liability company registered to do business in the State of Alabama, has made application for a non-exclusive franchise for the use of city streets to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris from construction projects.
2. The City of Orange Beach is willing to grant a non-exclusive franchise on the terms and conditions set out in the attached Franchise Agreement.

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 BCC Waste Solutions, LLC, subject to final review by the City Attorney; and
2. BCC Waste Solutions, LLC, within 30 days, shall file its acceptance of the terms of the franchise in the form attached.

ADOPTED THIS 12th DAY OF SEPTEMBER, 2023.

_____
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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on September 12, 2023.

_____
City Clerk

**FRANCHISE AGREEMENT AUTHORIZING
BCC WASTE SOLUTIONS, LLC
TO COLLECT COMMERCIAL SOLID WASTE AND CONSTRUCTION DEBRIS
IN THE CITY AND ITS POLICE JURISDICTION**

SECTION 1 -Non-Exclusive Franchise Granted

The City of Orange Beach hereby grants to **BCC WASTE SOLUTIONS, LLC** (hereinafter called the Franchisee) a non-exclusive franchise to use of streets and public places for the collection and disposal of Commercial Solid Waste and the removal and transportation of Construction and Demolition Debris, under the terms and conditions hereinafter set out.

SECTION 2 - Definitions

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

ADMINISTRATOR shall mean the City Administrator of Orange Beach or his/her designee.

APPROVED CONTAINER shall mean an enclosed container usually constructed of metal with a close fitting cover or doors with a capacity in excess of one (1) cubic yard, approved by the County Health Department which is used to store large volumes of Solid Waste for collection.

BUSINESS shall mean all commercial establishments, including, but not limited to motels, hotels, recreational vehicle rental space(s), stores, office buildings, irrespective of the form of ownership, restaurants, service stations and garages, laundry and cleaning establishments, industrial establishments and all other places not classified as "residential premises" or a "residential unit" that produce or accumulate solid waste, including adjacent unimproved property.

CITY shall mean the City of Orange Beach, a political subdivision of the State of Alabama.

COLLECTION shall mean the act of removing material from a construction or demolition site.

COLLECTOR shall mean **BCC Waste Solutions, LLC**, the entity authorized by this ordinance to engage in the collection and transportation of Construction and Demolition Debris.

COMMERCIAL DEMOLITION DEBRIS shall mean material from a construction or demolition site mixed with other types of solid waste. This debris shall be handled as Business and not Residential.

COMMERCIAL SOLID WASTE shall mean garbage, rubbish, yard waste or trash, clean debris, "white" goods, construction and demolition waste or other discarded material or refuse, other than Residential.

CONSTRUCTION AND DEMOLITION DEBRIS shall mean materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to steel, glass, brick, concrete, asphalt roofing materials, pipe, gypsum wallboard, and lumber, from a construction or demolition project and including rocks, soils, tree remains, trees (all diameters), and other vegetative matter which normally results from land clearing operations. Mixing of Construction and Demolition Debris with other types of Solid Waste, including material from a construction or demolition site which is not from the actual construction or destruction of a structure, will cause it to be classified as Commercial Demolition Debris.

COUNCIL shall mean the City Council of the City of Orange Beach, Alabama.

CUSTOMER shall mean any person or persons, firm, corporation or association who/which contracts with the Collector for collection and disposal of Commercial Solid Waste and/or Construction and Demolition Debris for a fee.

DISPOSAL FACILITY shall mean the Magnolia Landfill located in the County, or if not available, to any other Solid Waste Facility or Solid Waste Management Facility designated as a RCRA Subtitle D site or one operating under Subtitle D regulations in Alabama, Mississippi or Florida.

HAZARDOUS WASTE shall mean Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed and including any materials specifically designated by state or federal agencies.

HOUSEHOLD WASTE shall mean any combination of refuse usual to housekeeping and generated solely by residents in the ordinary course of residential occupancy of a premises, excluding major appliances, such as stoves and refrigerators, furniture, automobile bodies and parts, tires, household and yard appliances, and other bulky items not suitable for proper confinement in the garbage receptacle.

PUTRESCIBLE WASTE shall mean food waste or garbage that will rot or decay producing foul odors or attract vectors. Putrescible waste includes containers that are contaminated by such waste.

RESIDENTIAL WASTE shall mean Garbage, Rubbish, and Recyclable Materials resulting from the normal housekeeping activities of a Residential Unit.

SOLID WASTE shall mean Garbage, Rubbish, Yard Waste or Trash, Clean Debris, "White" Goods, Construction and Demolition Waste or other discarded material or refuse.

SPECIAL WASTES shall mean Solid Waste that requires special handling and management, including, but not limited to, whole tires, used oil, lead acid batteries, and Biological Wastes.

WHITE GOODS shall mean refrigerators, ranges, water heaters, freezers and other large appliances.

YARD WASTE shall mean material resulting from landscape maintenance, including but not limited to grass clippings, leaves, twigs, small trees (6" diameter or less), etc., and material not resulting from land-clearing operations.

SECTION 3 - Service Undertaking

The Franchisee shall offer services solely for the collection and disposal of Commercial Solid Waste and Construction and Demolition Debris to persons located within the corporate limits of the City and its police jurisdiction. Upon request, a Franchisee shall provide to the City's Finance Department, a listing of customers, service location, frequency of pickup and types of service provided, as well as, franchisee telephone numbers and contact personnel.

SECTION 4 - Equipment

Franchisee shall utilize such trucks or other collection equipment and/or vehicles necessary and approved by the City's Public Works Director for the collection and disposal of Commercial Solid Waste. Vehicles utilized by Franchisee shall be so covered, secured or sealed that there will be no loss during haulage to cause littering of streets and highways, or cause a nuisance or hazard to the public health. Franchisee shall utilize an adequate number of collection vehicles and/or equipment based on number of customers and solid waste generated. In the event the City in its discretion determines that an adequate number or type of vehicles or equipment is not being utilized by Franchisee, it shall so notify Franchisee in writing. All vehicles or equipment utilized by Franchisee shall be maintained in a safe and clean operating condition, and the City at its convenience may inspect such vehicles or equipment from time to time. The collection containers provided by Franchisee shall be maintained by Franchisee in good repair and in a sanitary condition.

SECTION 5 - Frequency of Collection

Franchisee shall begin and complete scheduled collections of Commercial Solid Waste and Construction and Demolition Debris at a time that shall be mutually agreed between Customer and Franchisee. Collection containers provided by Franchisee shall be in a sanitary condition and equipped so that contents will not fall out.

SECTION 6 - Compliance with Collection and Disposal Laws and Regulations

Franchisee shall dispose of all solid waste collected by it in accordance with all applicable federal, state, county, and municipal laws, ordinances, rules and regulations pertaining to the collection of disposal of such waste material. Specifically, but without limitation, such waste shall be disposed of only in a disposal facility duly licensed and permitted by all governmental entities and agencies having jurisdiction with respect to such site and Franchisee shall comply with all reporting requirements of all governmental entities and agencies having jurisdiction. Upon request, Franchisee shall provide the City with copies of any and all such reports.

SECTION 7 - Books and Records of Franchisee

The books and records of Franchisee relevant to its collection and disposal services in the service area shall be available for inspection or audit by the City during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, legal holidays excepted. If such books and records are not regularly maintained by Franchisee within the corporate limits of the City, Franchisee shall present such books and records for inspection or audit at the Municipal Complex upon twenty-four (24) hours oral or written demand for inspection or audit. In addition, upon request, Franchisee shall provide to the City a customer listing, frequency of collection, quantity of waste collected, and any other necessary reports or documentation, to meet ADEM reporting requirements.

The accounting system utilized by the Franchisee shall be in accordance with generally accepted accounting principles. Franchisee shall provide the City with an acceptable detailed annual operating statement or consolidated operating statement within forty-five (45) days after the end of each of Franchisee's fiscal year during the term of this Franchise.

SECTION 8 - Cause for Cancellation

The City shall have the right to cancel this Franchise for cause, including, without limitation, insufficiency or irregularity of services, financial irregularities, violation of governmental law, ordinance, rule or regulation, or other misfeasance, malfeasance, or nonfeasance in the provision of services under this Franchise or breach of the terms and conditions herein. In the event the City believes cause for termination exists, it will give written notice to Franchisee of the basis on which it believes cause for termination exists and will give Franchisee an opportunity to appear before a regular or special meeting of the Municipal Council to present any evidence or explanation of the existence of cause for termination. Following such presentation, the City may elect to terminate this Franchise, may elect to continue this Franchise, either as written or under probationary conditions, or may elect such other action as may be in the best interest of the City. Franchisee shall be given written notice of the action of the Council, and no termination shall become effective earlier than thirty (30) days following the giving of such notice.

SECTION 9 - Indemnification

The Franchisee shall indemnify and hold the City, its elected and appointed officials, officers, agents, servants, and employees harmless from any and all claims or demands (including reasonable attorneys fees) of whatever kind or character arising directly or indirectly, proximately or remotely, from the operation of solid waste collection activities by Franchisee.

SECTION 10 - No Assignment or Transfer

This Franchise nor the rights of Franchisee hereunder may not be sold, assigned, pledged or transferred in whole or in part by Franchisee. In this regard, the sale, transfer, or conveyance of more than fifty percent (50%) of the shares of voting stock of Franchisee to any one person or entity shall be considered an assignment.

SECTION 11 - Insurance

Franchisee, as a condition under this document, shall furnish and maintain comprehensive general liability insurance coverage in coverage amount not less than $2,000,000, single limit, under a policy

issued by an insurer acceptable to the City. Such policy shall be in a form satisfactory to the City and shall name the City as additional insured against any liability for personal injury, death, or property damage arising directly or indirectly from the collection or disposal services to be performed by Franchisee. Any lapse in the coverage required in this paragraph shall result in an automatic and immediate suspension of the franchise rights granted Franchisee hereunder. Franchisee shall provide acceptable documentation to the City of Workers Compensation Insurance.

SECTION 12 - Nonexclusivity

The franchise rights granted hereunder shall be non-exclusive, and the City may at any time and from time to time award similar franchise rights to other persons or entities. This Franchise is the grant of a non-exclusive franchise pursuant to Section 220 of the Constitution of Alabama.

SECTION 13 - No Agency

Franchisee shall be an independent contractor and not the agent of the City for any purpose. The City assumes no responsibility for the collection of fees or other debts owed to Franchisee.

SECTION 14 - Term

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, 2024.

SECTION 15 - Consideration for Franchise Rights

As consideration for the franchise rights granted hereunder and unless and until increased or amended as provided in this paragraph, Franchisee shall pay to the City an annual franchise fee equal to three percent (3%) of Franchisee's gross receipts from charges for services rendered pursuant to this Franchise. Such franchise fee shall be paid to the City every three (3) months, with the first payment being due and payable three (3) months from the effective date of this Franchise. A late charge equal to ten percent (10%) of the amount due every three (3) months shall be assessed for each one to thirty-day (1-30) period said franchise fee is not paid after its due date.

The City reserves the right from time to time and at any time during the term of this Franchise to amend the terms hereof, to increase the amount of the franchise fee, to impose a franchise fee obligation in a set amount or to otherwise alter or amend the franchise fee obligation of Franchisee hereunder; provided, however, that Franchisee shall be given written notice of any such alteration or amendment and such alteration or amendment shall not take effect sooner than the date that is sixty (60) days after the date on which the notice is delivered to Franchisee or the first anniversary date of the effective date of this Franchise occurring after the giving of notice, whichever date is later. In the event of notification of an increase of the franchise fee hereunder or the imposition of a fee based on a percentage of Franchisee's receipts, Franchisee may elect in writing prior to the effective date of the franchise fee increase or amendment to terminate this Franchise as of the effective date of the franchise fee increase or amendment, in which case all rights and privileges of Franchisee shall terminate as of such date.

SECTION 16 - Permit Submittal

Copies of all applications for permits from board or agencies of the County, State, or Federal government having jurisdiction over any activities of the Franchisee in relation to this Franchisee shall be provided to the City at the time of their submittal to the governing agency.

SECTION 17 - Complete Franchise

This Franchise sets out the complete conditions with respect to the subject matter hereof and may not be amended except in a writing whose execution by the City has been approved by Ordinance or formal resolution of the Municipal Council.

SECTION 18 - **Compliance with ADEM and other State Reporting Requirements**

The City is required to quarterly and annually submit full cost accounting of solid waste collections, etc., to the Baldwin County Commission and the Alabama Department of Environmental Management (ADEM). Franchisee shall submit all required and requested full cost accounting reports to the County Commission and ADEM by the requested deadline dates. Copies of these reports will be submitted simultaneously to the City, along with a full listing of all customer accounts.

SECTION 19 - **Severability Clause**

The provisions of this Ordinance are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Ordinance.

_____
Tony Kennon, Mayor

ATTEST:

_____
Renee Eberly, City Clerk

_____
BCC WASTE SOLUTIONS, 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 September 12, 2023, adopted Resolution No. 23-xxx ("Resolution") approving a non-exclusive franchise for the use of the public streets to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris under the terms and conditions set out in the Franchise Agreement for BCC Waste Solutions, LLC ("Provider").
2. This 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: _____

_____
BCC WASTE SOLUTIONS, LLC

By: _____

Its: _____

#2747
$250.00

CITY of ORANGE BEACH
FRANCHISE APPLICATION

☑ NEW
☐ RENEWAL

Business Name BCC Waste Solutions LLC

Applicant's Name Hunter Swanzy

Mailing Address 13050 Underwood Rd Summerdale AL 36580

Physical Address Office Same

Telephone 251-239-5509 E-Mail mbaggett@bccwastesolutions.com

Type of Franchise Requested _____

Owner/Officers	Address	DOB
Hunter Swanzy	7219 Wyngate Ct Mobile AL 36695	4/15/87

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

DATE PAID _____

1. Attach a copy of proof of insurance showing City of Orange Beach as additional insured.
2. Attach a financial statement showing in detail applicant's current financial condition.

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 _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/23/2023

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 Acentria Insurance - Pensacola 10427 Sorrento Rd, Ste 305 Pensacola FL 32507 License#: L100460	CONTACT NAME: Anne Kraus PHONE (A/C, No, Ext): 850-497-6510 FAX (A/C, No): 850-497-6515 E-MAIL ADDRESS: anne.kraus@acentria.com
INSURED BALDCON-01 BCC Waste Solutions, LLC Baldwin Container Company, LLC 13040 Underwood Road Summerdale AL 36580	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Imperium Insurance Company 35408 INSURER B : StarStone Specialty Insurance Company 44776 INSURER C : The Ohio Casualty Insurance Company 24074 INSURER D : Houston Specialty Insurance Company 12936 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1894992939 **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	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		ECAP6-HS-GL-000248-00	5/5/2022	5/5/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		ECAP611CCA00024800	5/5/2022	5/5/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			78174N220ALI	5/5/2022	5/5/2023	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			ECAP6IICWC00027400	8/1/2022	8/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Equipment Floater			BMO64769598	5/5/2022	5/5/2023	Scheduled Equipment Deductible	$266084 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Orange Beach is listed as additional insured.

CERTIFICATE HOLDER

City of Orange Beach
4099 Orange Beach Blvd
Orange Beach AL 36561

CANCELLATION

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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REGULAR CITY COUNCIL MEETING
SEPTEMBER 12, 2023

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of Lighting for the Softball Field at the Sportsplex through the Sourcewell purchasing cooperative from Musco Sports Lighting, LLC, in the amount of $86,500.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-12-23 23-xxx Authorize Purchase Musco Sports Lighting Sportsplex Sourcewell
2. 2023.09.01 Quote - Sportsplex - Musco Sports Lighting

RESOLUTION NO. 23-xxx

A RESOLUTION AUTHORIZING THE PURCHASE OF LIGHTING FOR THE SOFTBALL FIELD AT THE SPORTSPLEX THROUGH THE SOURCEWELL PURCHASING COOPERATIVE FROM MUSCO SPORTS LIGHTING, LLC, IN THE AMOUNT OF $86,500

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 Lighting for the Softball Field at the Sportsplex through the Sourcewell purchasing cooperative, approved by the State of Alabama and the Public Examiners Office, in the amount of $86,500.00;
2. That the Mayor is hereby authorized to approve payment to Musco Sports Lighting, LLC, in the amount of $86,500 for Lighting for the Softball Field at the Sportsplex, per Quote No. 226471 dated September 1, 2023;
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 12th DAY OF SEPTEMBER, 2023.

_____
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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on September 12, 2023.

_____
City Clerk

Quote

Orange Beach High School Softball Retrofit
Musco Materials Quote
Orange Beach, AL
Ref: 226471
September 1, 2023

Sourcewell
Master Project: 199030, **Contract Number:** 041123-MSL, **Expiration:** 6/16/27
Category: Sports lighting with related supplies and services
All purchase orders should note the following: Sourcewell purchase – contract number: 041123-MSL

Quotation Price – Materials Only Delivered to Job Site

High School Softball Field – 200'/200'/200' $86,500.00

Sales tax, bonding, labor, and unloading of the equipment are not included.

SportsCluster System with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 50fc infield/30fc outfield

System Description

- (6) Factory wired poletop luminaire assemblies
- (24) Factory aimed and assembled luminaires, including BallTracker™ luminaires
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL Listed assemblies
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years

Payment Terms

Musco's Credit Department will provide payment terms.

If approved Email a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Email: Jimmy.Jumper@musco.com

All purchase orders should note the following: Sourcewell purchase – contract number: 041123-MSL

Delivery Timing

10 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- Structural code and wind speed = 2021 IBC-C, 160mph.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Confirmation of pole locations prior to production.
- The owner of the field is responsible for the structural integrity of the existing poles.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Jimmy Jumper
Musco Sports Lighting, LLC
Phone: 256-483-5433/E-mail: jimmy.jumper@musco.com

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REGULAR CITY COUNCIL MEETING
SEPTEMBER 12, 2023

Departments: City Clerk

Description of Topic: Resolution amending the Fiscal Year 2023 Budget to create a project budget for a Temporary School Weight Room not to exceed $250,000.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-12-23 23-xxx Amd FY2023 Budget School Weight Room

RESOLUTION NO. 23-xxx

A RESOLUTION AMENDING THE FISCAL YEAR 2023 BUDGET TO CREATE A PROJECT BUDGET FOR A TEMPORARY SCHOOL WEIGHT ROOM NOT TO EXCEED $250,000

FINDINGS:

1. City Council has determined the need for a temporary High School Weight Room to be located within city property located at 4401 Sweetwater Drive.
2. Orange Beach City Council has determined that providing a weight room for the Orange Beach Middle and High School serves a public purpose for 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 budget for the City of Orange Beach for Fiscal Year 2023 be amended as follows:

   001-601-732 / School Capital / Add $250,000

2. That this Resolution shall become effective immediately upon adoption.

ADOPTED THIS 12th DAY OF SEPTEMBER, 2023.

_____
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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on September 12, 2023.

_____
City Clerk

REGULAR CITY COUNCIL MEETING
SEPTEMBER 12, 2023

Departments: City Clerk

Description of Topic: Resolution authorizing the City to provide support for the 2023 Orange Beach City Schools Homecoming Celebration.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-12-23 23-xxx Authorize Community Events 2023 School Homecoming Celebration

RESOLUTION NO. 23-xxx

A RESOLUTION AUTHORIZING THE CITY TO PROVIDE SUPPORT FOR THE 2023 ORANGE BEACH CITY SCHOOLS HOMECOMING CELEBRATION

FINDINGS:

1. Orange Beach City Schools will host a 2023 community-wide Homecoming Celebration on September 14, 2023, at the City beach.
2. The City wishes to provide logistical support for this event in an effort to maintain and grow the positive relationship between itself and the City Schools. This provides an opportunity to directly include our younger, school-aged citizens, along with our adult population, in the benefits the community receives from participation in events supporting our City Schools.
3. The Homecoming Celebration serves as a public purpose by promoting the prosperity, contentment, and general welfare of the community.
4. The Homecoming Celebration will provide quality-of-life benefits to the community by bringing the community together, celebrating and enhancing the spirit of the community.
5. The City Council has determined that providing support for this event serves a public purpose and is in the best interest of the citizens 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 City Council, having determined that it serves a public purpose and is in the best interest of the City, hereby authorizes the use of certain public resources for the purpose of providing support for the 2023 Orange Beach City Schools Homecoming Celebration;
2. That the Mayor be and hereby is authorized to sign such agreements as may be necessary for expending funds to support the event and to direct personnel to take necessary actions to assist and support the event; and
3. That this Resolution shall become effective immediately upon its adoption and remain effective until its expiration on December 31, 2023.

ADOPTED THIS 12th DAY OF SEPTEMBER, 2023.

_____
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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on September 12, 2023.

_____
City Clerk

REGULAR CITY COUNCIL MEETING
SEPTEMBER 12, 2023

Departments: City Clerk

Description of Topic: First Reading - Ordinance amending Chapter 70, Article II, Section 70-22 of the Code of Ordinances for the City of Orange Beach, Alabama, to change the speed limit on portions of Canal Road and State Highway 180.

Background/Description: This ordinance lowers the previously set speed limit of 35 mph to 28 mph on Canal Road from the intersection of State Highway 161 eastward to Bay Circle.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2023-xxxx Amd Ch 70 Sec 70-22 Speed Limit Canal Road Hwy 180

ORDINANCE NO. 2023-xxxx

AN ORDINANCE AMENDING CHAPTER 70, ARTICLE II, SECTION 70-22 OF THE CODE OF ORDINANCES FOR THE CITY OF ORANGE BEACH, ALABAMA, TO CHANGE THE SPEED LIMIT ON PORTIONS OF CANAL ROAD AND STATE HIGHWAY 180

FINDINGS:

1. The *Code of Alabama* 1975, Section 32-5A-173(a) authorizes local governments, under the conditions set forth herein, to "declare a reasonable and safe maximum" speed upon any highway or part of a highway within their respective jurisdictions.
2. The addition of the roundabout at Bay Circle creates the need for a lower speed limit in that area to provide for the safety of drivers and nearby pedestrians.

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

1. That Chapter 70, Article II, Section 70-22, subsection (c)(2) of the Code of Ordinances for the City of Orange Beach is hereby amended to read as follows:

(2) No person shall operate any vehicle on:

b. State Highway 161 within the urban zone of the City of Orange Beach at a speed greater than the speed limit posted by the state highway department, currently 45 miles per hour.

c. Canal Road within the urban zone of the City of Orange Beach at a speed greater than 28 miles per hour from the intersection of State Highway 161 eastward to Bay Circle; at a speed greater than 40 miles per hour from Bay Circle eastward to Wilson Boulevard; at a speed greater than 45 miles per hour from Wilson Boulevard eastward to the furthermost eastern point of Canal Road; or as otherwise posted by the state highway department;

d. State Highway 180 within the urban zone of the City of Orange Beach at a speed greater than 40 miles per hour from the intersection of State Highway 161 westward to the intersection of Wharf Parkway West; at a speed greater than 50 miles per hour from the intersection of Wharf Parkway West westward to the city limit; or as otherwise posted by the state highway department;

e. State Highway 182 within the Urban Zone of the City of Orange Beach at a speed greater than 45 miles per hour, or as otherwise posted by the state highway department.

1. No person shall operate a motor vehicle at a greater speed than 35 miles per hour on State Highway 182 from Milepost 16.80 to Milepost 17.08 (Florida line).

f. The following collector or thoroughfare streets at a speed greater than 35 miles per hour:

1. Gulf Bay Road, north from Highway 180 to the 90 degree turn to the west.
2. Marina Road, east from Highway 161 to the entrance to the Gulf State Park Boggy Point Boat Launch.

g. The following non-standard streets at a speed greater than 15 miles per hour:

1. Dowty Lane;
2. Illinois Street;
3. Jubilee Point Road;

4. Look Rook Road;
5. Moses Road;
6. Nana Brown Drive;
7. Perdido Avenue West;
8. Polaris Street;
9. Tiger Brown Avenue.

h. The following residential streets at a speed greater than 20 miles per hour:

1. Pine Boulevard;
2. Pine Way;
3. Caribe Drive;
4. Lianna Court;
5. Lexmark Court;
6. Majestic Court.

2. That all ordinances, resolutions 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 12th DAY OF SEPTEMBER, 2023.

_____
Renee Eberly
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies that the foregoing **ORDINANCE 2023-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