



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Work Session 02/18/2025
2. Work Session 02/18/2025
3. Regular Council Meeting 02/18/2025
4. Committee of the Whole 02/18/2025
5. Work Session 02/27/2025

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

1. Reschedule Council and Committee of the Whole Meetings from April 1, 2025, to April 2, 2025, to be held at the Performing Arts Center. (RE)
2. Appoint voting delegate for the Alabama League of Municipalities Annual Convention and the Alabama Municipal Insurance Corporation Annual Membership Meeting to be held in Hunstville on May 13-16, 2025. (RE)

Resolutions

1. Resolution establishing fees for Orange Beach Sportsplex field rentals. (NA)

2. Resolution authorizing the execution of a Coastal Weather Research Center Agreement with the University of South Alabama to provide weather information services. (NW)
3. Resolution authorizing the purchase, surplus, and transfer of certain parcels and authorizing the Mayor to negotiate and execute real estate purchase agreements and such other documents as may be required to close the transactions contemplated herein. (JL)
4. Resolution authorizing the execution of a professional services agreement with Thompson Engineering, Inc., for transportation, traffic, and other engineering services. (RE)
5. Resolution authorizing the execution of a master professional services agreement with Deckard Technologies, Inc., for short-term rental identification and monitoring. (FH)
6. Resolution authorizing execution of a performance agreement with McLean Motor Sports Productions, LLC, for a Spring 2025 "Bama Coast Cruisin'" car show event. (MA)
7. Resolution authorizing a franchise renewal for July Enterprises, Inc., dba Coastal Express Shuttle, to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. (TC/RE)

Public Hearings

Ordinances

1. Ordinance amending Chapter 30, Article III, Section 30-45 of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Noises Prohibited." (JL)
2. Ordinance amending Chapter 38, Article III, Section 38-65, "Definitions," and Chapter 50, Article V, Division 3, Section 50-352, "Illegal Acts," of the Code of Ordinances for the City of Orange Beach, Alabama, to add vaping to the definition of smoking and to prohibit tobacco and nicotine vending machines. (JL)

V. Public Comments

VI. Adjourn

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
FEBRUARY 18, 2025 – 9:00 A.M.
ORANGE BEACH CITY SCHOOLS CENTRAL OFFICE**

The Orange Beach City Council met on February 18, 2025, at 9:01 A.M. for a joint work session with the Orange Beach City School Board.

The following members were present:

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

School Board President Randy McKinney
School Board Vice-President Nelson Bauer
School Board Member Robert Stuart
School Board Member Shannon Robinson

The following members were absent:

School Board Member Lisa Nix (called in)

The following items were discussed:

1. Introduction and overview by Randy Wilkes, Superintendent, including recent awards and accolades.
2. School safety.
3. School funding and school capacity. Modification of proposed deannexation area to allow for current students to remain.
4. Career and Technical Education (CTE) offerings and facility needs.
5. Setting future goals.

There being no further business, the meeting adjourned.

Time: 11:26 A.M.

APPROVED this 18th day of March, 2025.

Renee Eberly
City Clerk

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
FEBRUARY 18, 2025 – 11:30 A.M.
CITY HALL – SOUTH CONFERENCE ROOM**

The Orange Beach City Council met on February 18, 2025, at 11:47 A.M. with Mayor Tony Kennon presiding.

The following members were present:

Councilmember Jeff Silvers – Arrived at 11:59 A.M.
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. Media surrounding deannexation.
2. Casino legislation at the state level.

Councilmember Silvers arrived at 11:59 A.M.

3. Introduction of HR Director, Michelle Bugos.
4. Update on municipal debt.
5. Gulf of America.
6. Building permits north of the Intracoastal Canal.
7. Potential litigation.
8. Noise ordinance.
9. City regulations regarding chickens.
10. Board of Adjustment appointments.
11. Proposal for height restrictions on boat houses.
12. Request to lower Marina Road speed limit.
13. City regulations regarding temporary sales.
14. Request to schedule a ground breaking for the Shooting Range Building.
15. Planning Commission appointments.
16. Water Authority board elections.
17. Mardi Gras floats.
18. Update on CVB property.
19. Parking of pull-behind trailers wrapped with advertisements.

Councilmember Jeff Silvers left at 2:05 P.M.

20. Complaint regarding possible short-term rental.
21. Request for rumble strips demarcating bike lines.
22. Area damaged by trucks making illegal turns near CVS.
23. Traffic signal at Culvers.
24. Overflow parking lots.
25. Use of vacant toll booth office.

There being no further business, the meeting adjourned.

Time: 2:25 P.M.

APPROVED this 18th day of March, 2025.

Renee Eberly
City Clerk

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
FEBRUARY 18, 2025 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 4:58 P.M.
- II. INVOCATION** Reverend Jim Kinder, Orange Beach Methodist Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

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

Absent: None

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Work Session	01/28/2025
Regular Council Meeting	01/28/2025
Committee of the Whole	01/28/2025

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

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

Councilmember Silvers gave a reminder about Arbor Day and the Seafood Festival being held this upcoming weekend.

Ford Handley, City Administrator, introduced Michelle Bugos, HR Director.

Nicole Ard, Parks and Recreation Director, introduced Jamie Robertson, Programs Director.

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; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**

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

IX. PRESENTATIONS

1. Proclamation to declare February 22, 2025, as Arbor Day. Mayor Kennon read the proclamation aloud. Woody Speed, City Environmental Specialist, accepted the proclamation and announced that the City's annual tree giveaway will begin Saturday, February 22, 2025, at 8:00 A.M. in front of the Community Development Building.

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

Ordinances

1. Second Reading – Ordinance amending Chapter 30 of the Code of Ordinances for the City of Orange Beach, Alabama, to add a new Article XII entitled, "Wildlife Friendly Lighting," to establish outdoor lighting standards for the protection of wildlife in the Beach Overlay District. **Motion made (Boyd/Silvers) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**

XII. NEW BUSINESS

Miscellaneous

1. Approval of a Restaurant Retail Liquor License Application by Shipps Dockside LLC for Shipps Dockside Grill at 27075 Marina Road. **Motion made (Silvers/Johnson) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**
2. Approval of a Special Events Retail Liquor License Application by Event Concessions, Inc., for the 2025 Wharf Boat Show to be held March 21-23, 2025, at 4685 Wharf Parkway. **Motion made (Blalock/Mitchell) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**

Resolutions

1. Resolution authorizing the execution of a first amendment to the consulting agreement with The Andy Andrews Group to extend an employee training program. **Motion made (Blalock/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution of support for the Baldwin County Multimodal Connectivity Vision Plan. **Motion made (Boyd/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

3. Resolution awarding the bid for an Enduras Wireless Radiography System for the Coastal Alabama Sea Turtle Center to MinXray, Inc., in the amount of \$40,096. Motion made (Johnson/Mitchell) to adopt the resolution. Vote unanimous in favor. **Motion passed.**
4. Resolution authorizing the surplus and trade-in of Two Vehicles owned by the City of Orange Beach and awarding the bid for Two Vehicles for the Coastal Resources Department to Eastern Shore Toyota, LLC, in the amount of \$51,952 after trade-in. Motion made (Silvers/Blalock) to adopt the resolution. Vote unanimous in favor. **Motion passed.**
5. Resolution awarding the bid for a Vehicle for the Police Department to Hardy Chevrolet Buick GMC, Inc., in the amount of \$55,898. Motion made (Silvers/Blalock) to adopt the resolution. Vote unanimous in favor. **Motion passed.**
6. Resolution authorizing the execution of a professional services agreement with Moffatt & Nichol, Inc., for natural resources consulting and engineering services. Motion made (Johnson/Mitchell) to adopt the resolution. Vote unanimous in favor. **Motion passed.**
7. Resolution establishing fees for the Expect Excellence Summer Camp program. Motion made (Johnson/Blalock) to adopt the resolution. Vote unanimous in favor. **Motion passed.**
8. Resolution appointing members and reappointing existing members to the Legislative Review Committee. Motion made (Silvers/Mitchell) to adopt the resolution. Vote unanimous in favor. **Motion passed.**

Public Hearings

1. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1204-PUD-21, Cactus Cantina PUD Reversion.

Griffin Powell, Planner II, presented the request to repeal Ordinance No. 2022-1405 (Case No. 1204-PUD-21) to rescind the Planned Unit Development (PUD) zoning for PIN 230547 located at 4251 Orange Beach Boulevard. The zoning will return to the original zoning classification of Neighborhood Business (NB). The Planning Commission gave the request a favorable recommendation (7 in favor, 0 against).

There being no comments, the public hearing adjourned.

2. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0104-PUD-25, Coastal Cottages PUD.

Griffin Powell, Planner II, presented the request by Engineering Design Group, on behalf of Coastal Land Properties, for preliminary and final approval to rezone 25 acres from General Business (GB) to Planned Unit Development (PUD) for a townhouse subdivision containing 136 lots. The Planning Commission gave the request a favorable recommendation (7 in favor, 0 against). The undeveloped property covers almost 42 acres and is bordered by Foley Beach Express to the east, Brown Lane to the south, Roscoe Road to the west, and Bradford Road to the north.

There being no comments, the public hearing adjourned.

3. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0105-ZT-25, Section 10.0306, Beach Overlay District Pedestrian-Oriented Area Sidewalks.

Griffin Powell, Planner II, presented the request for approval of a zoning text amendment to Section 10.0306 of the Zoning Ordinance regarding the requirements for the pedestrian sidewalks in the pedestrian-oriented area in the Beach Overlay District. The Planning Commission gave the request a favorable recommendation (7 in favor, 0 against).

Councilmember Silvers stated that the sidewalk requirement was implemented as part of a comprehensive plan in the early 2000s. He explained that the original vision was to create a sidewalk along the beach road, but the current result is a number of disjointed stop and start sidewalk segments.

There being no comments, the public hearing adjourned.

Ordinances

1. First Reading – Ordinance establishing the annual salary of the Mayor, Chairman Pro-Tem and Councilmembers to be paid bi-weekly. No action taken. Ordinance will move forward to a second reading.
2. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1204-PUD-21, Cactus Cantina PUD Reversion. **Motion made (Silvers/Boyd) 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; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).** **Motion made (Blalock/Mitchell) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**
3. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0104-PUD-25, Coastal Cottages PUD. **Motion made (Silvers/Johnson) 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; Blalock, aye; Boyd, abstain; Kennon, aye. **Motion failed. (5-0-1).** Ordinance will move forward to a second reading.
4. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1204-PUD-21, Cactus Cantina PUD Reversion. **Motion made (Blalock/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; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).** **Motion made (Johnson/Boyd) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:27 P.M.

APPROVED this the 18th day of March, 2025.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
FEBRUARY 18, 2025 – 5:27 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the March 11, 2025, agenda.

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. Resolution defining the proposed corporate limits of the City of Orange Beach, Alabama.
2. Resolution amending the Employees Pay Plan/Job Listing to accommodate the approved 2025 Budget.
3. Resolution awarding the bid for the Veterans Memorial.
4. Resolution awarding the bid for Two Vehicles for Community Development.
5. Resolution authorizing the purchase of a Track Loader for the Coastal Resources Department through Sourcewell from Parish Tractor Company, LLC, in the amount of \$41,927.53.
6. Resolution authorizing the purchase of a Compact Tractor with Attachments for the Sportsplex through Sourcewell from Jerry Pate Turf & Irrigation, Inc., in the amount of \$50,670.84.
7. Resolution authorizing execution of a professional services agreement with Dr. Hayley Healan, LLC, for veterinary services at the Wildlife Center.
8. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide design services for renovation of an existing building into Parks and Recreation Offices in an amount not to exceed \$25,800.
9. Resolution amending the Wedding Rental Agreement for the Coastal Arts Center to allow year-round wedding rentals.
10. Resolution amending the Rental Agreement and Fee Schedule for the Orange Beach Event Center at The Wharf located at 4671 Wharf Parkway.

Public Comments:

1. Jamie Jenkins, Prosper Assistant Property Manager, Shawn Johnson, Prosper Property Manager, and Paul Baum, Prosper Maintenance Manager, asked Mayor and Council about the proposed deannexation. Mayor Kennon read a statement aloud clarifying that the drafted resolution defining the proposed corporate limits of the City of Orange Beach will be amended to remove the Prosper apartment complex from the deannexation area.

2. Kris Anderson, Attorney representing Gulf Coast Orange Beach, LLC, Prosper's parent company, apologized for filing a lawsuit possibly too hastily. Mayor Kennon and Mr. Anderson exchanged words.

There being no further business, the meeting adjourned.

Time: 5:51 P.M.

APPROVED this 18th day of March, 2025.

Renee Eberly
City Clerk

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
FEBRUARY 27, 2025 – 11:30 A.M.
CITY HALL – SOUTH CONFERENCE ROOM**

The Orange Beach City Council met on February 27, 2025, at 11:28 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. Library renovation.
2. Naming of Sportsplex field.
3. ALDOT traffic light issue.
4. Sign ordinance.
5. Charter boat and commercial vessel business licensing.
6. Town Hall scheduled for April 2, 2025, at 6:00 P.M. at the Performing Arts Center. Council and Committee of the Whole Meetings to be rescheduled from April 1, 2025, to April 2, 2025, beginning at 5:00 P.M. Employee meeting scheduled for March 19, 2025, at 11:00 A.M. at the Event Center.
7. Noise ordinance.
8. Threatened, pending, and ongoing litigation.
9. Expiring School Board appointment.
10. Wireless telecommunications facilities ordinance.
11. Russian Road right-of-way.
12. By-right density calculations used for PUDs (Planned Unit Developments).

[Councilmember Boyd recused himself at 12:42 P.M.]

13. Coastal Cottages PUD request.

[Councilmember Boyd rejoined the meeting at 12:53 P.M.]

14. Personnel update.
15. Gulf of America ordinance.

[Councilmember Boyd recused himself and left the meeting at 1:15 P.M.]

16. Deannexation options.

There being no further business, the meeting adjourned.

Time: 2:03 P.M.

APPROVED this 18th day of March, 2025.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 11, 2025**

Departments: City Clerk

Description of Topic: Reschedule Council and Committee of the Whole Meetings from April 1, 2025, to April 2, 2025, to be held at the Performing Arts Center. (RE)

Background/Description: Town Hall to be held at the Performing Arts Center beginning at 6:00 P.M. on Wednesday, April 2, 2025.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 11, 2025**

Departments: City Clerk

Description of Topic: Appoint voting delegate for the Alabama League of Municipalities Annual Convention and the Alabama Municipal Insurance Corporation Annual Membership Meeting to be held in Hunstville on May 13-16, 2025. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. Voting Delegate Letter 2025 Mayors



DATE: February 20, 2025
TO: Mayors
FROM: Gregory D. Cochran, Executive Director
SUBJECT: Voting Delegate, Annual Business Session
ENCLOSURE: Voting Delegate Authorization Form

The Annual Convention of the Alabama League of Municipalities will be held on May 13-16, 2025, in Huntsville. The membership's Annual Business Meeting will be held at 4:00 p.m. on May 15, 2025, at the Von Braun Center.

The League Constitution contains the following provision pertaining to voting powers of member municipalities at the Business Meeting:

"Each member municipality shall have one vote on any issue voted on during the annual meeting of the League membership, and that vote may only be cast by the delegate authorized by the governing body of the member municipality."

Enclosed is the official Voting Delegate Authorization Form to be returned to the League. The City or Town Council is charged with designating your municipality's official voting delegate and alternates who will be eligible to cast the municipality's vote during the business meeting. An additional copy is being sent to each municipal clerk. **Only one completed form** should be returned by each League member municipality.

Please put this on your council meeting agenda at your earliest convenience so that the council may vote. The completed form must be returned to the League by April 30, 2025, so that your municipality will be eligible to cast its vote at the Convention.

We look forward to you joining us in Huntsville.

Greg Cochran
Executive Director



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 11, 2025**

Departments: City Clerk

Description of Topic: Resolution establishing fees for Orange Beach Sportsplex field rentals. (NA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-18-25 25-xxx Establish Fees Sportsplex

RESOLUTION NO. 25-xxx

**A RESOLUTION ESTABLISHING FEES
FOR ORANGE BEACH SPORTSPLEX FIELD RENTALS**

FINDINGS:

1. The Orange Beach City Council finds it to be in the best interest of the City of Orange Beach to adopt by resolution this schedule of fees for the City of Orange Beach Sportsplex.

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

1. That the following fees are hereby established and shall be required to be paid to the City of Orange Beach for the rental of fields and supplementary equipment items used in rentals at the Orange Beach Sportsplex:

Field Rentals (per day)

Baseball/Softball	\$300 per field
Soccer/Multipurpose Stadium	\$500 field only / \$1,500 with paint
Sand Volleyball	\$100 per court
Baseball/Softball Stadium	\$2,000

Add-on Rentals (per day)

Chairs	\$3 each
Tables	\$10 each
Tent, 10'x10'	\$100 each
Tent, 16'x16'	\$200 each
ATV	\$30 each
Golf Cart	\$30 each
Barricades	\$50 per set of 10
Coolers	\$20 each
Field Conditioner	\$650 per pallet

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

ADOPTED THIS 18th DAY OF MARCH, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 18, 2025.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 11, 2025**

Departments: Coastal Resources

Description of Topic: Resolution authorizing the execution of a Coastal Weather Research Center Agreement with the University of South Alabama to provide weather information services. (NW)

Background/Description: Dr. Bill Williams and his team at the USA Coastal Weather Research Center will provide weather information through telephone consultation from 8:00 a.m. to 4:30 p.m. CST, Monday through Friday. Tropical weather information will be available via e-mail and the Coastal Weather Research Center website.

Action Options/Recommendation:

Source of Funding (if applicable): The weather service costs \$3,000 a year and will be paid out of the EMA budget.

ATTACHMENTS:

1. 03-18-25 25-xxx Authorize Service Agreement USA University of South Alabama Weather EMA
2. City of Orange Beach - CWRC Agreement (Full Service) (1)

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
COASTAL WEATHER RESEARCH CENTER AGREEMENT WITH THE
UNIVERSITY OF SOUTH ALABAMA FOR WEATHER INFORMATION SERVICES**

FINDINGS:

1. The City of Orange Beach Emergency Management Team desires to engage the University of South Alabama Coastal Weather Research Center to provide weather information services.
2. The University of South Alabama Coastal Weather Research Center has been providing weather service from the university since 1988 utilizing the latest in radar and satellite data from its meteorological laboratory, information center, and archive.
3. The City of Orange Beach and University of South Alabama Coastal Weather Research Center have reached an agreement (attached Exhibit A) wherein the Coastal Weather Research Center will provide forecasts, warnings, and special weather information to the City of Orange Beach.
4. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute the contract in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the University of South Alabama Coastal Weather Research Center, as an act for and 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 18th DAY OF MARCH, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 18, 2025.

City Clerk

AGREEMENT

Coastal Weather Research Center

University of South Alabama
307 University Boulevard
Mobile, Alabama 36888

This Agreement of even date below is made and entered into between the University of South Alabama, on behalf of its Coastal Weather Research Center ("CWRC"), and _____ ("Client").

WITNESS

For consideration hereinafter specified, CWRC agrees to provide weather information services to Client on the terms and conditions listed below.

1. DURATION OF AGREEMENT

The term of this Agreement shall be for a period of _____ (____) months, beginning on _____, 20____, and ending at midnight on _____, 20____.

2. RENEWAL AND TERMINATION OF AGREEMENT

This Agreement and all its terms and conditions shall automatically be renewed from year-to-year without further action by either party; provided, however, that either party shall have the right to terminate this Agreement by giving the other party hereto at least sixty (60) days' written notice before the end of any term.

3. SERVICES TO BE PROVIDED

During the term of this Agreement, CWRC agrees that it will furnish to Client such weather reports, forecasts, and other weather data at such times and by such means as shall be contracted by the Client.

4. LIMITATION OF LIABILITY

Client fully understands and accepts the fact that meteorology is not an exact science and that the CWRC, and its agents and employees, makes no express or implied warranties, guarantees, or affirmations that weather will occur as the weather reports of the CWRC may suggest and that it shall have no responsibility or liability whatsoever to Client or any other person or entity for any damages caused or claimed as a result of an inconsistency between the weather reports and weather which actually ensues. Client agrees further that the CWRC shall not be held responsible for any failure or malfunctions in power or communications nor its inability to perform occasioned by such or by labor strife, war, riot, epidemic, pandemic, natural disaster, or other events beyond the control of the CWRC.

5. EXCLUSIVE AGREEMENT

The parties hereto agree that the services contracted for hereunder are for the exclusive use of the Client and that services will not be resold, assigned, or transferred by Client without the express written permission of the CWRC.

6. INDEMNITY

To the extent allowed by applicable law, Client agrees that it will indemnify and hold harmless the CWRC from all manner of suit, action, damages, charges, or expenses, including attorney's fees, that the CWRC may sustain by reason of Client's breach of this Agreement or any terms hereof.

7. JURISDICTION

This Agreement shall be construed according to the laws of the State of Alabama, and the invalidity of any paragraph or portion of this Agreement shall not affect the validity of any other paragraph or provisions hereof. This Agreement is completed and embraces the entire understanding between the parties, all prior understandings, either written or oral, having been merged herein.

8. SERVICE

- ☐ Tropical Weather Service. Tropical weather information will be available to the Client via e-mail and the Coastal Weather Research Center website. Tropical weather information will also be available to the Client during normal working hours through telephone consultation from 8:00 a.m. to 4:30 p.m. CST, Monday through Friday. However, if a tropical weather system threatens the Client at other hours, then extended office hours for consultation will be provided so long as the CWRC, in its sole discretion, judges the tropical weather system to be a threat to Client.
- ☐ Forecast and Warning Service. Weather information will be available to the Client through telephone consultation from 8:00 a.m. to 4:30 p.m. CST, Monday through Friday. When the CWRC determines that a major severe weather system is a threat to the Client at other hours, the CWRC will remain open for consultation as long as the CWRC, in its sole discretion, judges the severe weather threat to the Client to exist. The latest computerized weather information stored at the CWRC will be available to the Client 24 hours a day, 7 days a week. Forecast and Warning Service includes Stormcheck forecasts, tropical weather information, severe weather warnings, telephone consultations, and climate and data reports, upon request.

NOTE: The CWRC will observe certain federal, state, and other holidays, including, but not limited to New Year's Day, Mardi Gras Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day, which may limit the issuance of certain products. Notwithstanding the foregoing, the Client can anticipate the issuance of necessary products, in the reasonable discretion of the CWRC, in the event of any inclement/hazardous weather conditions, including, but not limited to, the following: Severe Weather, Winter Weather, and Hurricanes/Tropical Cyclones.

9. TERMS OF PAYMENT

- ☐ Tropical Weather Service. Client agrees to pay the CWRC a fee of \$ _____ per year, payable in one lump sum on or before June 1 of each contract year.
- ☐ Forecast and Warning Service. Client agrees to pay the CWRC a fee of \$ _____ per year, payable in one lump sum on or before _____ 1 of each contract year or in twelve (12) monthly payments of \$ _____ due on the first day of each month of the contract year.

Payment will be considered past due at the end of the month of service. If this Agreement is cancelled before maturity, fees for the actual months of service will be recomputed. Charges will be retroactive and based on the applicable rate card.

10. PRICE MODIFICATIONS

At the end of each agreement year, the CWRC will reevaluate the pricing set forth herein and may make adjustments when necessary. In the event CWRC makes such an adjustment, CWRC shall provide written notice to the Client of the same. Client shall have thirty (30) days after its receipt of written notice of any price adjustment to terminate this Agreement.

[signature page to follow]

ACCEPTED

CLIENT

By: _____
Its: _____
Date: _____

UNIVERSITY OF SOUTH ALABAMA

By: _____
Corey Bunn
Manager, CWRC
Date

By: _____
Trae Catrett
Contract Officer
Date



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 11, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase, surplus, and transfer of certain parcels and authorizing the Mayor to negotiate and execute real estate purchase agreements and such other documents as may be required to close the transactions contemplated herein. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-18-25 25-xxx Authorize Purchase Real Property Russian Road ROW

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE, SURPLUS,
AND TRANSFER OF CERTAIN PARCELS
AND AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE
REAL ESTATE PURCHASE AGREEMENTS AND SUCH OTHER DOCUMENTS AS MAY BE
REQUIRED TO CLOSE THE TRANSACTIONS CONTEMPLATED HEREIN**

FINDINGS:

1. The City of Orange Beach has recently completed construction of the Orange Beach Shooting Complex located at 25111 Russian Road, Orange Beach, Alabama 36561. The property is in the city limits of the City of Orange Beach, Alabama, but travel outside the city limits is necessary to reach the location.
2. The road leading to 25111 Russian Road is not paved and is currently a narrow County road which becomes very muddy and impassable by some vehicles during rain events. The City desires to have the road improved to a widened, paved roadway for easier travel to the Orange Beach Shooting Complex for any passenger vehicle.
3. Alabama Code §11-47-211 provides that a municipality may acquire lands situated outside the corporate limits for City projects as defined in §11-47-210 which section specifically includes “skeet, trap, rifle, and archery ranges”.
4. The City would like to enter an agreement with Baldwin County whereby the County will widen the roadway in exchange for acquisition of the required right of way area. The City has come to an agreement with the Baldwin County Commission that once the purchases are finalized, the City will transfer the Deeds to the acquired tracts to the Baldwin County Commission so that the County will be solely responsible for the construction and maintenance of the paved roadway desired by the City.
5. The City therefore desires to purchase certain tracts of real property located at 0 Russian Road, Gulf Shores, AL 36542 identified in Baldwin County tax records as parcel number 05-61-06-23-0-000-009.000, PIN 30636; 23112 Russian Road, Gulf Shores, AL 36542 identified by Baldwin County tax records as parcel number 05-61-06-23-0-000-011.001, PIN 208987; and 0 Russian Road, Gulf Shores, AL 36542 identified in Baldwin County tax records as parcel number 05-61-06-24-0-000-003.000, PIN 1025, necessary for the construction of such.
6. The William H. Moseley Living Trust owns the property identified as parcel number 05-61-06-23-0-000-009.000, PIN 30636. Trond Manskow, III, owns the property identified as parcel number 05-61-06-23-0-000-011.001, PIN 208987. Leclair, Mable J (20% Int) et al Moyd, Pa And Uline J (20% Int); Red Spari Inc (20% In And T); Arata, Peter Joseph Sr (12.66% Int); And Ahmadi, Alicia (2% Int); Lilly, Mary Ara And T a (12.66% Int); Tilton, Victoria (3.17% And Int); Arata, Kim Ellen(3.17%)- collectively referred to as “Lilly et al.”- are the owners of the property identified as parcel number 05-61-06-24-0-000-003.000, PIN 1025. These parties shall be referred to as the “Sellers”.
7. The William H. Moseley Living Trust, Trond Manskow, III, and Lilly et al. have expressed their interests in selling portions of their properties to the City for respective purchase prices of Thirty Thousand Dollars (\$30,000.00) for 1.310 acres, Ten Thousand Dollars (\$10,000.00) for 0.257 acres, and Thirty Thousand Dollars (\$30,000.00) for 1.575 acres. Total expenditure by the City for the acquisition of the referenced acreages will be Seventy Thousand Dollars (\$70,000.00)
8. The Council has determined that it is in the best interest of the City and its residents to acquire certain portions of the aforementioned properties on behalf of the Baldwin County Commission

and to enter into such agreements as may be necessary to effectuate transfer of deeds to those tracts to the County. The acquired tracts will not be needed by the City for a public purpose beyond the transfer to the County in order to have a paved method of passage to the Orange Beach Shooting Complex.

9. The acquisition and transfer of the listed tracts serves a public purpose in improving the public roadway to the Orange Beach Shooting Complex and allowing passage to same by all persons regardless of weather conditions.

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

1. That the Council hereby authorizes the Mayor to negotiate, enter into and execute Real Estate Purchase Agreements with the Sellers for the purchase of the Property at the purchase price set forth above, and on such other terms and conditions as he shall determine advisable in form and substance as set forth attached hereto subject to approval by the City Attorney, which approval shall be evidenced by his executing the said Real Estate Purchase Agreements. The Mayor is hereby further authorized, in the name and on behalf of the City, to negotiate, enter into, execute, acknowledge and deliver said Real Estate Purchase Agreements, and the City Clerk is hereby authorized to affix to the Real Estate Purchase Agreements the seal of the City and to attest the same;
2. That the Council hereby authorizes the Mayor to negotiate, enter into and execute necessary Contracts and Agreements with Baldwin County for the transfer of the Property, construction and maintenance of the public roadway, on such terms and conditions as he shall determine advisable in form and substance as set forth herein subject to approval by the City Attorney, which approval shall be evidenced by his executing the said Agreements. The Mayor is hereby further authorized, in the name and on behalf of the City, to negotiate, enter into, execute, acknowledge and deliver said Agreements and Deeds, and the City Clerk is hereby authorized to affix to the same the seal of the City and to attest thereto;
3. That the Mayor and City Clerk are hereby authorized to execute, deliver, seal and attest such other agreements, undertakings, documents, closing statements, affidavits and certificates, and to take such other actions on behalf of the City as may be necessary or desirable to carry out the transactions contemplated by this Resolution and the above-referenced Real Estate Purchase Agreements, contracts and deeds; and
4. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 18th DAY OF MARCH, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 18, 2025.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 11, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a professional services agreement with Thompson Engineering, Inc., for transportation, traffic, and other engineering services. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-18-25 25-xxx Authorize Professional Services Agreement Thompson Engineering
2. 2025.03.07 Professional Services Agreement Thompson Engineering

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
THOMPSON ENGINEERING, INC.
FOR TRANSPORTATION, TRAFFIC, AND OTHER ENGINEERING SERVICES**

FINDINGS:

1. The professional services agreement with Thompson Engineering, Inc., adopted by Orange Beach City Council through Resolution No. 23-041 dated March 7, 2023, has expired.
2. The City of Orange Beach and Thompson Engineering, Inc., have reached an agreement (attached Exhibit A) whereby Thompson Engineering, Inc., will provide transportation, traffic, and other engineering services for the City of Orange Beach.
3. The Agreement authorizes work to be assigned by one or more task orders approved from time to time by the City Council.
4. 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.
5. 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 Thompson Engineering, 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 18th DAY OF MARCH, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 18, 2025.

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 Thompson Engineering, Inc. (hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of providing Surveying, Testing, Engineering Design, Program Management, and Construction Administration/Inspection 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 Surveying, Testing, Engineering Design, Program Management and Construction Administration/Inspection services, 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.

II. COMPENSATION

Fees for work completed and reimbursable expenses will be invoiced to the City on a monthly basis, based on an hourly rate schedule (see Attachment A). It is anticipated that hourly fees will apply to conceptual and programming work in order to establish definitive scope of work for a specific project (Task Order). Once a project scope is identified, it is anticipated that a lump-sum fee will be established based on a percentage of the estimated cost of construction.

See Attachment A for Standard Schedule of Fees

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:

Mike Manning
Thompson Engineering, Inc.
2970 Cottage Hill Road, Suite 190
Mobile, AL 36606

- 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 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.
- 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 \$250,000 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

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 _____, 2025.

CITY OF ORANGE BEACH, A Municipal Corporation

By: _____
Mayor Tony Kennon

ATTEST:

City Clerk

CONTRACTOR:

Thompson Engineering, Inc.

By: _____
Mike Manning

Its: Senior Vice 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 _____, 2025.

(SEAL)

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

STATE OF ALABAMA
COUNTY OF _____

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Mike Manning, whose name as Senior Vice President of Thompson Engineering, 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 _____ day of _____, 2025.

(SEAL)

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

Attachment A

Standard Schedule of Fees



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 11, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a master professional services agreement with Deckard Technologies, Inc., for short-term rental identification and monitoring. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-18-25 25-xxx Authorize Professional Services Agreement Deckard Rental Monitoring
2. 2025.03.07 Professional Services Agreement Deckard Technologies Finance
3. 2025.03.07 Professional Services Agreement Deckard Technologies Finance - Proposal

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
DECKARD TECHNOLOGIES, INC.
FOR SHORT-TERM RENTAL IDENTIFICATION AND MONITORING**

FINDINGS:

1. The master subscription agreement with Granicus, LLC, adopted by Orange Beach City Council with Resolution No. 22-129 and extended most recently with Resolution No. 24-077 will expire on June 26, 2025.
2. The Finance Department has reviewed alternate options and recommends switching providers to Deckard Technologies, Inc., due to lower pricing.
3. The City of Orange Beach and Deckard Technologies, Inc., have reached an agreement whereby Deckard Technologies, Inc., will provide short-term rental identification and monitoring services.
4. This agreement shall be for a term of three years from June 27, 2025, to June 26, 2028, in the amount of \$80,000 for year one, \$82,000 for year two, and \$84,000 for year three.
5. After having reviewed said agreement (attached Exhibit A), the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the 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 Deckard Technologies, Inc., a Delaware corporation, 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 18th DAY OF MARCH, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 18, 2025.

City Clerk

MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (the "Agreement") is made and entered into as of _____ (the "Effective Date") by and between Deckard Technologies, Inc., a Delaware corporation ("Deckard"), having its principal offices located at 1620 5th Avenue, Suite 400, San Diego, CA 92101 and **City of Orange Beach, AL** ("Client"), having its principal offices at 3099 Orange Beach Blvd, Orange Beach AL 36561 _____

RECITALS

WHEREAS, Deckard provides advanced data analytics and technology solutions for real estate through its proprietary Rentalscape platform (the "Platform");

WHEREAS, Client desires to engage Deckard to perform the services described in SOWs attached to this Agreement in accordance with the terms and conditions hereof;

NOW THEREFORE, the parties hereby agree as follows:

1. Statements of Work.

1.1. Client hereby retains Deckard and Deckard hereby agrees to use the Platform to perform certain data analytics services (the "Services"), which shall be specified in writing in statement(s) of work executed by the parties hereto (each an "SOW"). The SOW for the initial Services to be performed by Deckard is attached hereto as **Exhibit A**. Each subsequent SOW shall be signed by both parties and shall set forth, upon terms mutually agreeable to the parties, the specific Services to be performed by Deckard, the timeline and schedule for the performance of such Services and the compensation to be paid by Client to Deckard for the provision of such Services, as well as any other relevant terms and conditions. If an SOW includes the development of specific work product, the specifications of such work product shall be set forth on the relevant SOW. The parties shall attach a copy of each Statement of Work to this Agreement and each such SOW shall be incorporated herein by reference. Any changes to an SOW shall be in writing, executed by each party (each a "Change Order"), attached to the original SOW and incorporated therein and attached hereto as part of **Exhibit A**. All such executed SOWs and Change Orders are subject to the terms and conditions of this Agreement, are incorporated herein, and made a part hereof. In the event of any conflict between the terms of this Agreement and any SOW or Change Order the terms of this Agreement shall control.

1.2. Deckard agrees to apply Deckard's best efforts to the performance of Services under this Agreement competently and professionally, and will deliver the work product as set forth in the applicable SOW. Deckard shall devote such time and attention to the performance of Deckard's duties under this Agreement, as shall reasonably be required by Client, or as customary in the software industry.

2. Performance of Services. In carrying out the Services, Deckard shall fully comply with any and all applicable codes, laws and regulations and, if applicable, the rules of the site at which the Services are performed. Deckard shall provide a project manager who shall oversee the day-to-day performance of the Services and ensure the orderly performance of the Services consistent with each SOW and this Agreement. Deckard's project manager shall reasonably cooperate with Client's project manager and keep him or her informed of the work progress.

3. Fees.

3.1. Client shall pay all fees in the amount and in the time periods set forth in the applicable SOW. In no event shall the fees payable to Deckard hereunder exceed any maximum amount set out in the SOW. Client shall reimburse Deckard for actual and reasonable expenses incurred in performing the Services that are set forth in an SOW or otherwise approved in advance by Client, including meals, incidental expenses and reasonable travel costs incurred for travel in such amounts as authorized by the Federal or specified State or local travel regulations. Original receipts must be presented with any invoice for such costs and/or expenses and Deckard shall attest that the costs and/or expenses are actual and allocated to the Services.

3.2. Deckard agrees to use commercially reasonable efforts to ensure that invoices comply with the form, timeliness and any supporting certification requirements that are provided to Deckard by Client in writing from time to time during the Term. Unless otherwise specified in an SOW, Client shall pay all invoices within 30 days of Client's receipt of such invoice.

3.3. Client agrees that custom development requests outside of the scope of work may incur a fee of \$250 hourly rate at a minimum of 2 hours of labor. Client agrees that custom requests may or may not be released on the original agreed upon release date.

4. Taxes. Deckard acknowledges that as an independent contractor, Deckard may be required by law to make payments against estimated income or other taxes due federal, state and other governments. Deckard agrees to bear any and all expenses, including legal and professional fees, increased taxes, penalties and interest that Deckard or Client may incur as a result of any attempt to challenge or invalidate Deckard's status as an independent contractor, and Deckard agrees to defend, and hold Client harmless from any liability thereon.

5. Term and Termination.

5.1. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue in force and effect for a period of one year; the Term shall be automatically renewed thereafter for additional periods of one year each unless terminated by either party by giving written notice of termination to the other party not less than 60 days before the end of the then-current period. Termination shall have no effect on Client's obligation to pay the applicable labor rate with respect to Services rendered prior to the effective date of termination.

5.2. **Termination.** This Agreement shall be terminated as follows:

5.2.1. By either party by giving the other party 60 days prior written notice; provided that, such termination shall not be effective until each and every SOW then outstanding shall have been fully performed in accordance with the terms and conditions of the SOW.

5.2.2. Upon the entering into or filing by or against either party of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the other party, an assignment for the benefit of its creditors, or the dissolution, liquidation, or insolvency of the other party.

5.2.3. Client may terminate this Agreement or any SOW if Deckard materially breaches this Agreement or the applicable SOW and fails to cure such breach to Client's reasonable satisfaction within 30 days of Deckard receipt of written notice thereof.

5.3. **Continuation.** This Agreement shall continue in full force and effect following the termination of any SOW, unless otherwise agreed by the parties.

5.4. **Post Termination Obligations.** Upon the expiration or termination of this Agreement or any SOW for any reason, Deckard shall: **(i)** carry out an orderly winding down of the affected work; **(ii)** deliver to Client the applicable work/deliverables not previously delivered in its then current form and any documents or other information in whatever manner related thereto, **(iii)** return any property of the Client then in Deckard's possession; and **(iv)** submit a final invoice to Client for any Services performed prior to the date of such termination and as otherwise permitted by this Agreement. Client shall pay Deckard those amounts due for Services performed up to the date of termination.

6. **Cooperation.** Deckard expressly agrees that it shall reasonably cooperate with and assist Client in: **(a)** responding to any inquiry or claim by or from any Federal, State or local government agency regarding the performance of this Agreement; and/or **(b)** exercising any rights that Client may have to pursue any remedies available to it under any applicable Federal, State or local law or regulation.

7. **Deckard Personnel.** Deckard shall perform all Services in a professional and workmanlike manner by individuals qualified to perform the Services. Deckard may, at its discretion, subcontract with other companies or individuals to carry out some part of the Services, provided that Deckard shall remain responsible for the oversight of all work performed.

8. **Relationship of the Parties.** Deckard is, and at all times during the term of this Agreement shall be, an independent contractor of Client. Deckard shall not represent to any Client customer or other person or entity that it has any right, power or authority to create any contract or obligation, either express or implied, on behalf of, or binding upon Client or to any way modify the terms and conditions of any SOW. This Agreement shall not create or in any way be interpreted to create a partnership, joint venture, or formal business organization of any kind between the parties.

9. **Representations and Warranties.**

9.1. Deckard represents and warrants that:

9.1.1. Deckard shall perform all Services in a competent, professional, workman-like manner and in accordance with the governing SOW and any applicable industry and/or professional standards;

9.1.2. It has the legal right and authority to enter into this Agreement and perform the Services under any SOW under which it agrees to perform Services;

9.1.3. Upon execution by an authorized representative, this Agreement will be a binding agreement, enforceable against Deckard in accordance with its terms; and

9.1.4. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

9.2. Client represents and warrants that:

9.2.1. It has the legal right and authority to enter into this Agreement and to deliver the Data to Deckard to perform the Services;

9.2.2. Upon execution by an authorized representative, the Agreement will be a binding Agreement, enforceable against Client in accordance with its terms; and

9.2.3. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

These warranties shall survive inspection, acceptance, and payment and are in addition to all other warranties expressed or implied by law.

10. Nondisclosure of Confidential Information. During the performance of this Agreement certain proprietary, technical and financial information may be disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") and shall be deemed proprietary if marked with a conspicuous legend identifying it as proprietary or confidential information ("Confidential Information"). The Receiving Party shall not use less than the same efforts to prevent the disclosure of Confidential Information received hereunder as is used to protect its own Confidential Information, and in no event, however, less than a reasonable degree of care. Disclosure of Confidential Information received hereunder shall be restricted to those individuals who are directly participating in the performance of the Services under this Agreement. Confidential Information shall not include information that the Receiving Party can demonstrate by competent evidence is **(a)** rightfully known to the Receiving Party without obligations of non-disclosure, prior to receipt of such information from the Disclosing Party; **(b)** independently developed by the Receiving Party without the benefit or use of the Confidential Information furnished by the Disclosing Party, or obtained in good faith from a third party having no obligation to keep such information confidential; or **(c)** publicly known through no breach of this Agreement. Receiving Party may disclose Confidential Information when required by operation of law or pursuant to the order of a governmental agency, but only upon prior written notice to the other party to allow the other party the opportunity to take appropriate legal measures to protect the Confidential Information. The parties acknowledge that any unauthorized use or disclosure of the Confidential Information may cause irreparable damage to the other Party, for which there is no adequate remedy at law, and shall entitle the other Party to obtain immediate injunctive relief without any requirement to post bond, in addition to all other available remedies.

11. Liability Limitations; Disclaimer. ALL DELIVERABLES PROVIDED TO CLIENT BY DECKARD UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE EMPLOYEES, REPRESENTATIVES OR SUBSIDIARIES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO DECKARD UNDER THIS AGREEMENT.

12. Indemnification. Deckard shall indemnify and hold Client harmless from and against any third party claims against and damages incurred by Client that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) as a result of **(a)** injury or death to persons, or loss of or damage to property caused by the acts of Deckard or its agents; **(b)** a claim that the Services infringe the intellectual property rights of any third party; and **(c)** any violation by Deckard, its employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Deckard shall be entitled to assume control of the settlement, compromise, negotiation and defense of any claim, and in such case, Deckard shall not enter into any settlement of any claim or action that adversely affects Client's business or interests without its prior approval, which shall not be unreasonably withheld or delayed. Client shall indemnify and hold Deckard harmless from and against

any third party claims against and damages incurred by Deckard that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) as a result of **(a)** injury or death to persons, or loss of or damage to property caused by the acts of Client, its customers or its agents; **(b)** any violation by Client, its customers, employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Client shall be entitled to assume control of the settlement, compromise, negotiation and defense of any claim, and in such case, Client shall not enter into any settlement of any claim or action that directly affects Deckard's business or interests without its prior approval, which shall not be unreasonably withheld or delayed.

13. Proprietary Rights. The results of the Services delivered to Client in the form delivered to Client, including all reports, technical communications, drawings, records, charts, or other materials originated or prepared by Deckard for Client in performing the Services (all of the foregoing, collectively, the "Work Product") shall be the property of Client, and Deckard hereby assigns all rights to such Work Product to Client. Without limiting the generality of the foregoing and subject to Deckard's confidentiality obligations under this Agreement, Client acknowledges that the Work Product will include the aggregation and analysis of certain publicly available data and agrees that nothing contained in this Agreement shall be interpreted to prohibit Deckard from using its technology and other intellectual property to analyze the same or similar publicly available information for third parties. In addition, to the extent that Deckard incorporates any Deckard Property (as defined below), including any pre-existing or copyrighted work of Deckard into the Work Product, such Deckard Property shall remain the property of Deckard. Deckard grants to Client a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such Deckard Property in connection with exercising the rights of ownership granted to Client under this Agreement. In addition, nothing herein shall grant to Client any rights in the Platform or any other proprietary technologies and intellectual property used by Deckard in preparing any Work Product ("Deckard Property").

14. Governing Law. This Agreement and all disputes relating to this Agreement shall be governed by the laws of the State of California, except as to any provisions of this Agreement that are properly governed by the laws of the United States. All controversies or disputes arising out of this Agreement shall be heard in either the state or federal courts sitting in San Diego County, California. THE PARTIES HERETO KNOWINGLY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY.

15. Assignment. Deckard shall not assign, transfer or sell its rights or obligations under the Agreement without Client's prior written consent, which shall not be unreasonably withheld; provided that such consent shall not be required if the assignment is in connection with the sale of all or substantially all of Deckard's business to which this Agreement relates, whether by merger, sale of stock, sale of assets or otherwise.

16. Severability; Survival. If any part, term, or provision of the Agreement is held invalid or unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect as if the Agreement has been executed with the invalid portion thereof eliminated. Upon termination or expiration of this Agreement, the terms and conditions set out in Sections 5.4, 8, and 10 through 22 will survive such termination.

17. Waiver of Breach. The waiver of a breach of the Agreement or the failure of a party to exercise any right under the Agreement shall in no event constitute a waiver of any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under the Agreement.

18. Force Majeure. Neither party shall be liable for any failure to perform, or delay in performing, any of its obligations hereunder due to causes beyond its reasonable control, and without the fault or negligence of that party. Such causes shall include, without limitation, Acts of God, acts of civil or military

authority, fire, flood, epidemic, pandemic, quarantine, freight embargo, civil commotion or acts of war, declared or undeclared.

19. Compliance with Laws. Each party agrees to comply with all applicable local, state, and federal laws and executive orders and regulations issued pursuant thereto and agrees to defend, indemnify, and hold the other party harmless from any claim, suit, loss, cost, damage, expense (including reasonable attorney's fees), or liability by reason of the other party's violation of this provision.

20. Dispute Resolution. In the event of a claim or dispute between the parties arising under this Agreement, such claim or dispute shall be settled by mutual agreement between the senior management of the parties. If an agreement is not reached within a reasonable time, except as otherwise provided in this section, any dispute concerning the terms and conditions of this Agreement may be resolved by pursuing any right or remedy available at law or in equity in accordance with this Agreement. Deckard shall, at all times, proceed diligently with the performance of the Services hereunder. Notwithstanding the above, Client's contract with a governmental entity may include a disputes clause under FAR 52.233-01 (the "Disputes Clause"), pursuant to which a prime contractor may pursue certain procedures in the event of a dispute between the customer and Client with respect to questions of law or fact relating to the government contract. In such case, all Deckard claims, controversies or disputes concerning matters that are subject to the Disputes Clause of the government contract shall be governed solely by such disputes clause Deckard shall be responsible for providing any and all certifications required by law or Client to enable Client or its customer to verify, support, or confirm such certifications. Both parties agree that the occurrence of a dispute under the Disputes Clause shall not interfere with either party's performance or other obligations under this Agreement.

21. Entire Agreement. This Agreement and each SOW issued hereunder represent the entire understanding and agreement between the parties hereto and supersede all other prior written or oral agreements made by or on behalf of Client or Deckard. In the event of a conflict between the terms and conditions of this Agreement and any SOW, the Agreement shall control, unless the SOW expressly provides that it is intended to modify the Agreement. Deckard's proposals shall not be part of this Agreement unless specifically referenced in the SOW and agreed to in writing by Client. This Agreement may be modified only by written agreement signed by the authorized representatives of the parties.

22. Communications and Notices. Other than communications required to be made by Deckard's project manager to Client's project manager, all notices, orders, directives, requests or other communications of the parties in connection with this Agreement shall be in writing and shall be provided as follows:

In the case of Client:

In the case of Deckard

Nickolas R. Del Pego

Title: CEO

1620 Fifth Ave Suite 400

San Diego, CA 92101

23. Media and/or Logo Use. Client agrees that Deckard shall have the right to use Client's name and logo on website, marketing materials and advertisements. In addition, Client and Deckard will work together to identify appropriate testimonials to promote Rentalscape and to generate announcements, press engagements and public speaking events with respect to the benefits of the Services. Client shall have the right to revoke Deckard's right to use its name and logo by providing Deckard with 30 days' advance written notice. Upon the expiration or termination of this Agreement the rights set forth in this Section 23 shall terminate.

[Signature Page Follows]

IN WITNESS WHEREOF, Deckard and Client have each caused this Agreement to be executed by their duly authorized representatives, effective as of the dates indicated below

DECKARD TECHNOLOGIES, INC.

CLIENT

By:_____

By:_____

Print Name: _____

Print Name:_____

Date: _____

Date: _____

Title: _____

Title:_____

EXHIBIT A
STATEMENT OF WORK

This Statement of Work ("SOW") will be effective as of the last date of signature below, and upon execution will be incorporated into the Master Services Agreement between Deckard Technologies, Inc. and **City of Orange Beach, AL** dated [EFFECTIVE DATE OF MASTER SERVICES AGREEMENT] (the "**Master Agreement**"). Capitalized terms used in this SOW will have the same meaning as set forth in the Agreement.

1. Short Term Rental Service. Client desires to engage Deckard to use the Rentalscape Platform to prepare real estate property data for short-term rentals ("STRs") on all identifiable properties within the City of: Orange Beach in the State of AL based upon publicly available data and such other data relevant to the Designated Geography to be provided to the client by Deckard (reports accessible from Rentalscape). The Reports shall include at a minimum:

- 1.1. Information on STRs currently active in the Designated Geography;
- 1.2. The aggregate revenue from actively listed bookings;
- 1.3. The average number of nights booked per reservation;
- 1.4. The major platforms used by STR hosts;
- 1.5. Average daily rates;
- 1.6. Booking trends during the Reporting Period;
- 1.7. Identify, by address, the following violations of STR ordinances within the Designated Geography;
 - 1.7.1. Listings or advertisements that do not include an STR permit number;
 - 1.7.2. Listings or advertisements that represent or offer occupancy in excess of the occupancy maximums in the Designated Geography; and
 - 1.7.3. Properties advertised as STRs that are only permitted as long-term rentals;
- 1.8. Identify the actively listed STRs by month and address;
- 1.9. The total number of properties actively listed in the Designated Geography each month during the Reporting Period;
- 1.10. List the property owners; and
- 1.11. List the permit history of each property offering STRs in the Designated Geography.
- 2. Designated Geography.** City of Orange Beach, AL
- 3. Reporting Period.** Reports available in the Rentalscape Platform throughout the year.

4. Fees; Payments.

- 4.1. Software Subscription: **\$80,000 – Year 1, \$82,000 – Year 2 and \$84,000 – Year 3.** (Identification, Compliance Monitoring and Rental Activity based on properties that are listed in Rentalscape as identified STRs)..
- 4.2. Outreach Campaign: **Included** to drive compliance. Three letter campaign to inform and encourage property owners to become compliant with the Registration Process.
- 4.3. Optional Expert Services upon Request by the City/County are available at \$250 per hour.
- 4.4. Online Complaint Form: **NA** Host an online complaint form for the City/County that alerts these complaints to Code Enforcement through the Rentalscape platform.
- 4.5. 24/7 Live Hotline. **NA** Live answered Hotline that can dispatch to responsible parties depending on identified call flow.
- 4.6. Public Facing Portal. **NA** . Public Facing Portal to be hosted on City site illustrating permitted STR properties in the City with Parcel Number, Permit Number and Responsible Party Contact information per City guidelines.
- 4.7. Maximum Price: In no event will the total subscription fees in the ***first year exceed \$80,000, Second Yr \$82,000 and Third Year \$84,000. Pricing is contingent upon City of Orange Beach procuring with Deckard's Sole Source document and not state contract.***
- 4.8. Timing: Client will pay the annual subscription fees within 30 days of receipt of invoices from Deckard.

All terms and conditions of the Agreement will apply to this SOW. This SOW will be effective as of the date of the last signature below.

SOW AGREED TO AND ACCEPTED BY:

DECKARD TECHNOLOGIES, INC.

CLIENT

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Title: _____

Title: _____

Stacey Kurtz
SE Director of Sales
(407) 342-5029
stacey@deckard.com

Price Proposal

FOR

City of Orange Beach, AL

February 11, 2025

presented by



RENTALSCAPE

engineered by



1620 Fifth Ave • Suite 400 • San Diego, CA 92101

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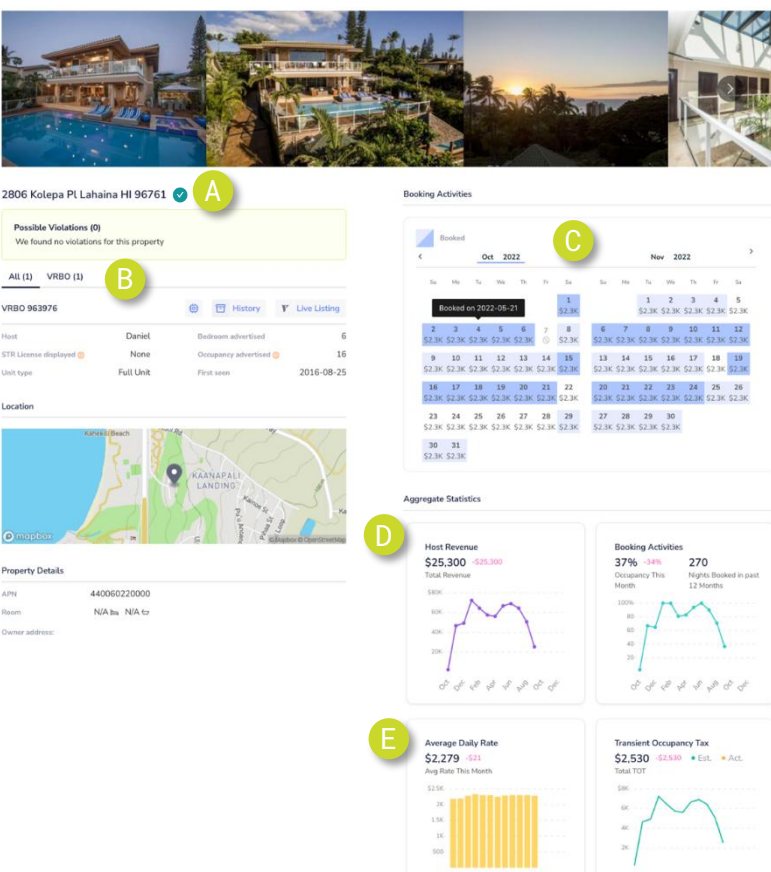
Executive Summary

Rentalscape Short-Term Rental ID & Monitoring Platform

Deckard Technologies utilizes data science expertise to assist local governments with managing their compliance activity and enforcement, such as short-term rental (STR) properties. Our technology ensures that everyone is held accountable to play by the same set of rules, follow all guidelines and ordinances, and pay their fair share of fees and taxes. To accurately track activity within the City of Orange Beach, the Rentalscape platform identifies the exact address of the STR listings within the City limits, enabling accurate display of STR activity within the City and within community districts. Rentalscape groups listings and calculates statistics on a per-property basis. By mapping the exact location of properties, Rentalscape avoids double-counting activity. Knowing the exact location of STR properties enables compliance, enforcement, tax collection and complaint management activities.

About Rentalscape

Deckard's Dashboard management platform for STR will discover, identify, and efficiently present all STR activity in the **City of Orange Beach**, using unique technical capabilities such as its proprietary future booking detection software, automatic non-compliance recognition, industry-best address identification.



Rentalscape is the only platform that automatically updates upcoming rentals and bookings shortly after reservations are made.

This allows Rentalscape users to reach out to owners and hosts who are unlawfully renting and address any issues relating to these future rentals long before guests arrive, thereby eliminating disturbances, neighbor complaints and other common issues that often arise from illegal rentals.

- A Address
- B Sites Monitored
- C Bookings, Cost, Occupancy
- D Host Revenue
- E Average Daily Rate

Figure 1: Rentalscape Property Card

Rentalscape maintains a database of every booking and stay made on all major platforms. Our system contains information dating back to late 2019 for every STR in the City of Orange Beach. All data can be viewed interactively on the Rentalscape portal with unlimited user access and downloaded on demand in Microsoft Excel format.

Rentalscape dashboard map view shows the exact location of all STR activity, includes districts as defined by the City and displays individual property information and aggregate statistics on a per district basis.

Rentalscape presents detailed STR activities including the precise address, owner information, booking history, availability and more. For each individual booking, the platform provides the actual date the reservation was made as well as the start and end date of each booking, ensuring that the City is able to distinguish back-to-back bookings. These insights are not possible to achieve by simply viewing the listings itself.

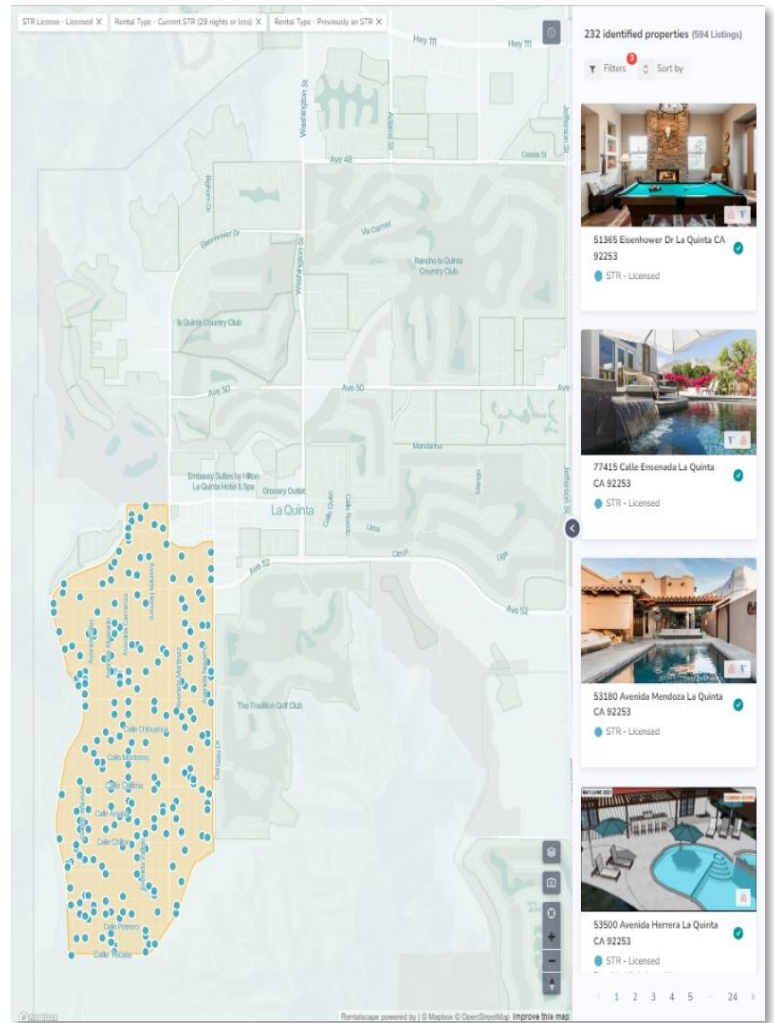


Figure 2: Rentalscape Map

In Summary

In every jurisdiction in which we are providing service we have increased compliance and improved tax collection. Our process starts with producing the cleanest data possible – ensuring reporting is accurate and compliance levels are carefully monitored. We have in-house property appraisers and STR property managers. We also regularly consult with City staff to ensure we are always up to date with the latest STR best practices. Our systems come with unlimited user access and unlimited end-user training. Our customers give testimonials regarding the ease of use of our systems and vastly superior level of customer service when compared to other providers in the market.

References

We believe that **continuous innovation** is required to face the challenges of today and of tomorrow. We are proud of our achievements and solutions that enable cities and counties to manage short-term rental activities and to ensure local rules and ordinances are enforced for the betterment of local residents.

The following references are examples of successful partnerships between Deckard Technologies & its clients.

Monroe County, FL

Pam Sellers

Director of Audit and Enforcement

psellers@monroetaxcollector.com
305-295-5062

Product:
Rentalscape

Charleston County, SC

Shemequa Pringle-Jackson

Assistant Revenue Collections Director

springle-jackson@charlestoncounty.org
843-202-6060

Product:
Rentalscape, Outreach Campaign, Tax Portal

City of Galveston, TX

Bryson Frazier

Chief Financial Officer

bfrazier@galvestonparkboard.org
409-797-5137

Product:
Rentalscape, Registration/Permit Portal, Tax Portal,
24/7 Complaint & Online Form

City of Asheville, NC

Shannon Morgan

Code Enforcement

smorgan@ashevillenc.gov
828-259-5829

Product:
Rentalscape

City of South Padre Island, TX

Rodrigo Gimenez

Purchasing CFO

rgimenez@myspi.org
956-761-8130

Product:
Rentalscape, 24/7 Hotline, STR Registration/Permit
Portal, Public Facing Portal

City of Cape Canaveral, FL

Brian Palmer

Code Enforcement Officer

b.palmer@cityofcapecanaveral.org
321-868-1220 ext 115

Product:
Rentalscape, Outreach Campaign, Complaint Portal, Public
Portal, 24/7 Hotline, Foreclosurescape

Proposed Products

The Rentalscape Portal

The Rentalscape portal is a cloud-based system for City staff to track STR properties, monitor STR activity, manage STR permits and record information about properties. The data in the system is constantly being updated as new properties are discovered and address identified, as new permit applications are made and as permits are expired or revoked.

The Rentalscape portal displays information on all STR listings found within the City going back at least 12 months. We use US Census data to identify City limits and any parcels or listings within the limits are monitored. Rentalscape also tracks properties outside the City until they are accurately identified. On occasion, the STR listing estimated location for a property falls outside the City, but the actual location of the property once address identified is inside the City. Rentalscape displays:

1. Any permitted STR property
2. Any property with a currently live STR listing
3. Any property with historic STR listings
4. Any property with a future or past STR booking (even if the property currently does not have a live listing)

Rentalscape includes the ability to filter the properties displayed (e.g., only permitted properties, or only properties in a specific HOA), and to download all results. All data displayed is available for direct download from Rentalscape.

Information shown in Rentalscape for each property includes:

Property characteristics

1. Property address
2. Owner name and mailing address
3. Residential type (primary residence, secondary/investment property)
4. Property type
5. Number of bedrooms and bathroom at the property, per public records data
6. A map showing the property's location
7. Maximum occupancy per the City of Orange Beach ordinance

Listing characteristics

1. Listing URL for each listing associated with each specific property
2. Listing ad ID for each listing associated with each specific property
3. Rental calendar showing current month's activity as well as past twelve months and upcoming three months booking activity (frequently updated calendar)
4. Rentalscape clearly and easily differentiates between regular bookings and host-blocked dates that are not revenue-generating
5. Host name (when available)
6. Stay limitations (minimum/maximum)
7. Permit/license number if included in the listing
8. Daily Rental rate at time of booking
9. Rental frequency
10. Individual links to all active listing for the property
11. **PDF copy of each listing, as well as a history of all previous versions of the listing**, to identify any possible changes, as well as keep a record in case the listing is taken down by the host. Each image has a date-stamp showing when it was created and is kept indefinitely.
12. Rental type (Whole home, shared home)
13. Bedrooms and bathrooms advertised
14. Maximum occupancy, per listing

Estimated sales tax based on rental activity

1. Occupancy rate
2. Estimated rental income
3. Estimated tax

Rentalscape is configured to match the City's ordinance and is capable of flagging violations following the City's exact rules, including but not limited to permit registration and occupancy advertised versus permitted occupancy. Rentalscape looks for bookings less than 30 days when flagging STRs. When bookings longer than 30 days are created, these are correctly categorized as long-term rentals and do not cause a property to be treated as an STR.

Rentalscape actively monitors permit status and STR listings daily, flagging violations as they occur. We have encountered situations where other providers have flagged properties as "no longer listed" or "only performing long-term rentals", that later re-list or take a short-term booking, and are subsequently missed by these other vendors as violating the City ordinance. **Rentalscape continuously monitors every listing every day** including bookings up to a year in advance. As soon as an unpermitted booking is taken, Rentalscape sets a violation.

Rentalscape includes a **Dashboard** that provides an overview of all STR activity in the City. This Dashboard includes aggregated revenue, bookings, and property data, and highlights top-earning hosts and owners as seen below. Please note that some charts will not be activated until we go live in the City of Orange Beach.

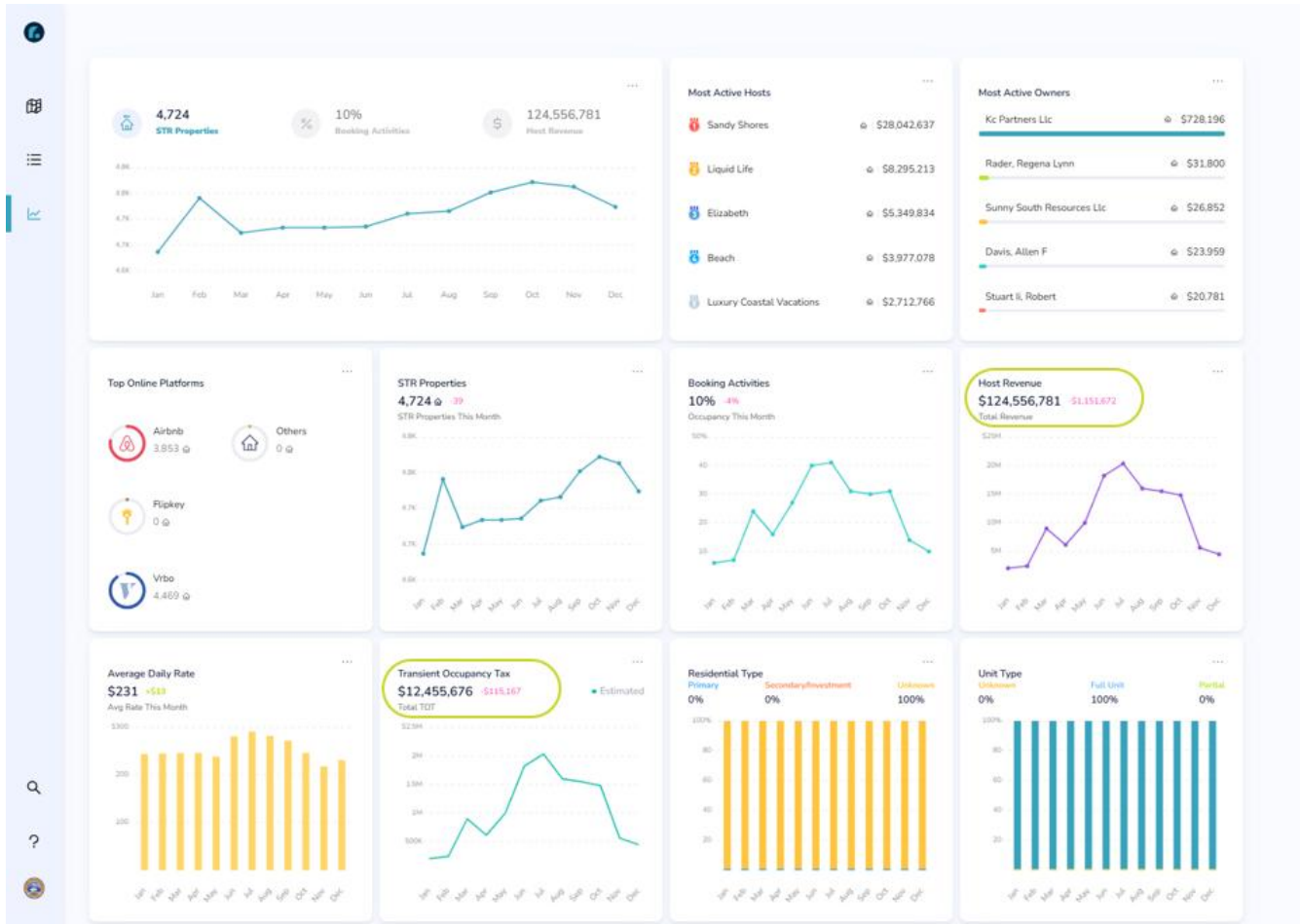


Figure 3: Rentalscape the City of Orange Beach Dashboard Example

Implementation & Training

Implementation is on your timeline!! Upon Contract signing, Deckard will assign the City of Orange Beach a Dedicated Account Manager, who will work with the City to develop “best practices” based on Deckard’s experiences with other clients. The Client Success Manager will ensure that the implementation process proceeds smoothly and will be the main point of contact for any questions, suggestions, training, or concerns. The Client Success Manager will also participate in periodic calls with City staff as requested.

Since Rentalscape is cloud-based, no hardware or software installation is required.

Most jurisdictions have been up and running with Rentalscape within a couple weeks with Address Identification complete within 4 weeks of receipt of the permit and listing data.

Sample Timeline

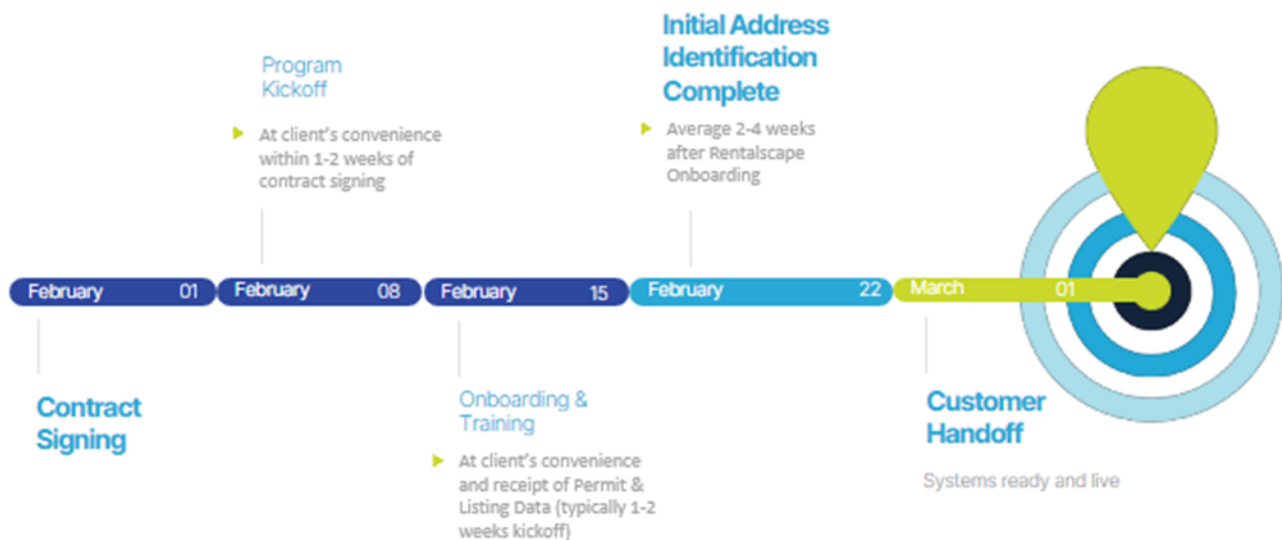


Figure 4: Sample Timeline for Rentalscape

Pricing Proposal

Currently, Rentalscape is showing close to **11377 live STR listings in the City of Orange Beach**. Based on the number of live STR listings, we estimate there are **6000+ short-term rental properties in the City**, advertised on one or more platforms.

Deckard Technologies can provide a comprehensive, all-inclusive system that meets the requirements specified in the Proposal. Alternatively, each of our products is available for individual purchase as standalone items, allowing for tailored solutions to meet specific needs.

We only **charge fees on a per property, not per listing, basis**. Since a single property can have multiple listings, we feel it is unfair to charge fees based on listing count. Finally, we do not charge one fee for compliance monitoring and another for rental activity monitoring as, in our view, these are the same service.



Base Product Pricing

ADDRESS IDENTIFICATION, COMPLIANCE MONITORING, & RENTAL ACTIVITY REPORTING		Price
- Identify property & address - Identify property owner address - Real-time reporting of all new listings & frequent calendar monitoring 10,000+ Websites monitored Daily, worldwide - FutureCast™ - Identify future bookings as they are made on the rental platform		\$80,000 Annually
OUTREACH CAMPAIGN		
- Letter campaign to inform STR illegal operators regarding compliance requirements and procedures - All letter templates will receive City approval pre-campaign - Campaign includes one Introductory letter and two additional escalation letters		INCLUDED
REPORTING & ANALYSIS		
- On Demand, Dynamic reporting, offering multiple ad hoc reports - Filters allowing users to focus on specific segments of the STR population		INCLUDED
DEDICATED ACCOUNT MANAGER		
- Single Point of Contact for City staff for all matters - Ensures the City is following Industry best practices - Shepherds the implementation process from start to finish - Periodic meetings/calls throughout the life of the account		INCLUDED
UNLIMITED ACCOUNTS & TRAINING SESSIONS		
- No limit on the number of Rentalscape user accounts - No per-session training costs - Single Sign-On (SSO) available - Dedicated client support staff available to assist with customer request		INCLUDED
TOTAL YEAR ONE		\$80,000
TOTAL YEAR TWO		\$82,000
TOTAL YEAR THREE		\$84,000

Note 1: Pricing valid for 90 days & Confidential
Note 2: Multi Year Pricing Based upon procurement w/Deckard Sole Source Doc attached.
Note 3: Standard 1 Yr contract would realize a CPI increase 5% per annum.

Optional Products Pricing

COMPLAINT 24/7 HOTLINE & ONLINE FORM

- 24/7 US bilingual (upon request) call center with live agents – **Premier** (see Page 13 for Detail Information) \$10,000 (OPTIONAL)
- Online complaint form (Complaint Form only \$2,000)

CONSTITUENT PORTAL

- Public facing portal (Link placed on Jurisdiction’s website) \$10,000 (OPTIONAL)
- Permit/Licensing Data and Responsible Party Contact Info for every STR Property (Standard)

Product Line



STR Registration and Renewal Portal

This system is fully configurable and tailored to each client, featuring custom branding and fields specific to jurisdiction requirements, such as occupancy limits and bedroom counts. It securely collects necessary documents for the STR registration process and includes an approval portal for efficient registration management. The platform offers configurable permit/license pricing and expiration settings, facilitates the collection of permit fees, supports renewals and updates, and provides regular reporting capabilities.



Letter Campaign for STR Hosts

Rentalscape will create and distribute letters to illegal operators, detailing the jurisdiction's STR ordinances, requirements, and procedures. All letter templates will be reviewed and approved by the jurisdiction's staff before mailings commence. Our strategically timed, targeted letter campaigns have proven highly effective, reducing the number of unregistered hosts by over 50% within the first six months of new client engagement.



Tax Payment Portal

The portal facilitates tax collection from STR operators on a monthly, quarterly, or yearly basis. The Rentalscape Tax Payment system gathers data on nights available for booking and nights booked, and it is customized to each jurisdiction. It features automatic tax calculation based on the jurisdiction's tax rate, incorporates late fee and penalty computations, and provides the flexibility to apply leniency on a collective jurisdiction basis when necessary. Using Stripe for payment processing, the system accepts credit card and ACH payments, with funds remitted directly to the jurisdiction. It also generates nightly reports for easy reconciliation, significantly reducing the manual effort associated with processing paper forms.



24/7 Complaint Line & Online Complaint Portal

The Complaint Line is available 24/7 to field public complaints related to short-term rentals, operated by live, U.S.-based call takers. Call takers collect essential information, such as the address, property owner, type of incident, and date, and then notify the designated jurisdiction contact. Our hotline services are offered at three different levels to accommodate various needs.

► **Basic:** Standard call flow. Information is taken and forwarded to the jurisdiction. Calls are referred to the appropriate staff without follow up required.

► **Classic:** Call Center will contact the local contact when information is available (permitted properties), notify them of the complaint then forward the information to the local jurisdiction contact.

► **Premier:** Premium call flow. Dispatcher will attempt to get a complaint resolution. The local contact can be contacted up to 3 times before referring caller out to appropriate staff.

► **Rentalscape Online Complaint Form:** Neighbors can report and provide evidence for non-emergency concerns with photos and videos. The Complaint Form is customized with your logo. All complaints are logged and reported to the appropriate staff/department.



STR Constituent Portal

The Constituent Portal is an interactive public online map that displays all registered short-term rentals within the jurisdiction. It is fully configurable to meet the jurisdiction's needs, providing information such as the property owner and emergency contact details. The portal is branded with the jurisdiction's identity and can include links to related systems, like the short-term rental registration platform.



Inspection Module

This module streamlines the inspection process, enhancing efficiency and effectiveness for field agents and jurisdiction staff. It is a mobile-enabled system that allows agents to conduct and document health and safety inspections directly in the field. Agents can add notes, comments, and even generate complaints or tickets in PDF format on-site.



Rentalscape Long Term Rental Portal

The portal is a configurable system that enables our customers to have oversight and insight to all LTR properties in their jurisdiction. Additionally, we give them the ability to run communication and outreach programs for both compliance and awareness. It is the only platform on the market that offers this combination of registration and communication services.



Foreclosure/Vacant-Property Portal

The portal helps government agencies combat blight created by vacant and foreclosed properties! By identifying at risk vacant properties and contacting the responsible party, Foreclosurescape helps you carry out enforcement to increase compliance with Vacant Property Ordinances.



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 11, 2025**

Departments: City Clerk

Description of Topic:

Resolution authorizing execution of a performance agreement with McLean Motor Sports Productions, LLC, for a Spring 2025 "Bama Coast Cruisin'" car show event. (MA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-18-25 25-xxx Authorize Performance Agreement McLean Motor Sports Productions Bama Coast Cruisin Spring Car Show 2025
2. 2025.03.07 Performance Agreement McLean Motor Sports Production Spring Car Show 2025

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PERFORMANCE AGREEMENT WITH MCLEAN MOTOR SPORTS PRODUCTIONS, LLC
FOR A SPRING 2025 “BAMA COAST CRUISIN” CAR SHOW EVENT**

FINDINGS:

1. The City wishes to engage McLean Motor Sports Productions, LLC, an Alabama limited liability company, to provide a car show event entitled “Bama Coast Cruisin” in the Spring of 2025.
2. After having reviewed the performance agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
3. The term of this agreement shall be effective on and after its adoption by the City Council and execution by the Mayor, and shall continue in full force and effect through the completion of the event being held on or about April 23-25, 2025.

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

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

ADOPTED THIS 18th DAY OF MARCH, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 18, 2025.

City Clerk

PERFORMANCE AGREEMENT

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

1. The Contractor is an organization with the mission to produce and promote custom car shows and events;
2. The Gulf Coast is the location of many events that have a significant positive economic impact on the City and its businesses such as, the Alabama Shrimp Festival, the Hangout Festival, Orange Beach Freedom Festival and others;
3. The City wishes to have a free-to-the-public event car show. The event is entitled Bama Coast Cruisin’ in the City of Orange Beach (“the Event”), which event is expected to draw support and participation from local citizens and businesses as well as draw visitors and guests to the City. The event will promote the health, safety, morals, security, prosperity, contentment and general welfare of the community by boosting public morale and stimulating the local economy thru increased revenues for businesses, the City, and the Gulf Coast;
4. The Contractor will hold the Event at the Orange Beach Event Center and the Wharf properties adjacent to the Event Center;
5. The City wishes to engage Contractor to bring the event to Orange Beach, and advertise and promote the City and the Alabama Gulf Coast through this Event;

NOW, THEREFORE:

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

Contractor’s Obligations

7. Contractor agrees to host the Bama Coast Cruise Event at the Orange Beach Event Center on or about April 23-25, 2025. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement.
8. Contractor shall submit to the City the following information:
 - a. A description of the event;
 - b. Photographs of the event that include photographs of the crowds in attendance, entertainment, booths, and any other activities;
 - c. Screen shots that display the use of social media, including but not limited to blogs, “likes”, and comments or reviews on visitor experiences, such as Facebook, Twitter, or other social media sites;
 - d. Materials that support the effectiveness of the City’s support of this event, including estimates of the number of attendees at the event, the number of visitors to the City, the impact of the event on visitor spending, the impact of the event on hotel or other lodging occupancies, or other economic or tourism impacts on the City directly attributed to the event.

9. Contractor shall provide staff to set up, operate and tear down the audio / outdoor sound system provided by the City during the Event. These operators must be duly qualified and approved by the City. If said staff is not approved by the City, Contractor must hire a City approved outside third-party to operate the audio / outdoor sound system.
10. Contractor shall inspect all City sound equipment at delivery and be liable for any damages incurred as part of set up, use and tear down of the equipment.
11. Contractor shall utilize sound equipment to make public service announcements, public safety announcements and event notifications. All announcements and or music played shall be appropriate for all ages (contain no profanity, etc).

City's Obligations

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

Terms

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

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

18. Agreement not Assignable. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for the City's having entered in this Agreement. Therefore, Contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein, without the prior written consent of the City, which such consent shall be granted or denied solely at the City's discretion.
19. Compliance with Law. Contractor hereby agrees to strictly comply with all ordinances of the City and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.
20. Termination. Either party may terminate this Agreement at any time, with or without cause, by notifying the other party of its intent to terminate. Termination shall be effective on the date notice is delivered either in person, or by mail (or by courier service).
21. Non-Discrimination. Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with this Event.
22. Insurance. Contractor shall maintain in full force and effect, liability and comprehensive insurance coverage for the Event, a copy of the certificate of insurance naming the City as an additional insured, being attached hereto. Said insurance coverage will not be altered or terminated without 30 days prior written notice to the City.
23. Notices. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following addresses:

To the City:

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

With a required copy to:

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

To the Contractor:

Mr. Adam McLean
President
McLean Motor Sports Productions, LLC
2107 N. Grande View Ln.
Alabaster, Alabama 35114

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

25. Modifications. Any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the party against whom enforcement is sought.
26. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.
27. Law Governing. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be Baldwin County, Alabama.

Dated this _____ day of _____, 2025.

CITY OF ORANGE BEACH, ALABAMA
A Municipal Corporation

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

MCLEAN MOTOR SPORTS PRODUCTIONS, LLC

By: _____
Adam McLean, President

STATE OF ALABAMA

COUNTY OF BALDWIN

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

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

(SEAL)

Notary Public, State of Alabama
My Commission Expires: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

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

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

(SEAL)

Notary Public, State of Alabama
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 11, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing a franchise renewal for July Enterprises, Inc., dba Coastal Express Shuttle, to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. (TC/RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-18-25 25-xxx Authorize Franchise Renewal Taxi Coastal Express Shuttle
2. 2025.02.12 Franchise Renewal - Taxi - July Enterprises Coastal Express Shuttle_public

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING A FRANCHISE AGREEMENT FOR
JULY ENTERPRISES, INC. (DBA COASTAL EXPRESS SHUTTLE)
TO OPERATE A TAXI SERVICE WITHIN THE CITY LIMITS AND
POLICE JURISDICTION OF THE CITY OF ORANGE BEACH**

FINDINGS:

1. July Enterprises, Inc., an Alabama company doing business as Coastal Express Shuttle, 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 July Enterprises, Inc., dba Coastal Express Shuttle, subject to final review by the City Attorney; and
2. That July Enterprises, Inc., dba Coastal Express Shuttle, within 30 days, shall file its acceptance of the terms of the franchise in the form attached.

ADOPTED THIS 18th DAY OF MARCH, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 18, 2025.

City Clerk

**FRANCHISE AGREEMENT AUTHORIZING
JULY ENTERPRISES, INC. (DBA COASTAL EXPRESS SHUTTLE)
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 **JULY ENTERPRISES, INC., dba COASTAL EXPRESS SHUTTLE** (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, 2022.

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

JULY ENTERPRISES, INC.
dba COASTAL EXPRESS SHUTTLE
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 March 18, 2025, adopted Resolution No. 25-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 July Enterprises, Inc., dba Coastal Express Shuttle ("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: _____

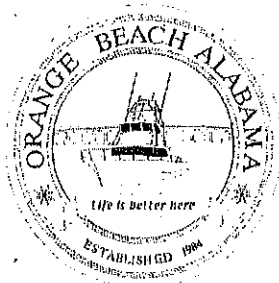
JULY ENTERPRISES, INC.
dba COASTAL EXPRESS SHUTTLE

By: _____

Its: _____

RECEIVED JAN 15 2025

1137
\$ 250.00



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

Txpr: 35231

☐ NEW

☒ RENEWAL

Legal Name of Business July Enterprises, Inc DBA Coastal Express Shuttle

Applicant's Name Kristi July

Mailing Address 257 W. Mount Island Dr Mobile, AL 36606

Physical Address of Terminal (Office) Same as mailing

Physical Address Vehicle Storage Driver's homes

Telephone 251-923-8336 E-Mail CoastalExpressShuttle@gmail.com

Type of Franchise Requested Taxi / Shuttle

Number of Vehicles Operating 3

Owner/Officers

Address

DOB

Douglas July Jr 257 W Mount Island Dr 7/11/78
Mobile, AL 36606

Kristi July 257 W Mount Island Dr 2/19/82
Mobile, AL 36606

Drivers

Address

DOB

Jeff Jenkins 9311 Lakeview Dr, Foley 36535 11/25/57
John Powers 7731 Mailon Ct, Theodore 36582 8/20/48
USA Park 800 Side Mill Trce, Cordado 11/26/68

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

DATE PAID 2/10/25

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

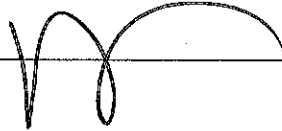
Alabama Public Service Commission Permit No. C4130 (For transport of passengers outside the

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

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

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

Applicant Signature

A stylized handwritten signature, possibly reading 'M', is written over a horizontal line.

Date

1/15/28

DRIVER LICENSE



ALABAMA
NOT FOR FEDERAL IDENTIFICATION



NO. 7979368

CLASS D

D.O.B. 02-19-1982

EXP 03-13-2027

KRISTI VAUGHN
JULY

257 W MOUNT ISLAND DR
MOBILE AL 36606-1861

ENDORSEMENTS

REST A

ISS 03-09-2023

SEX F

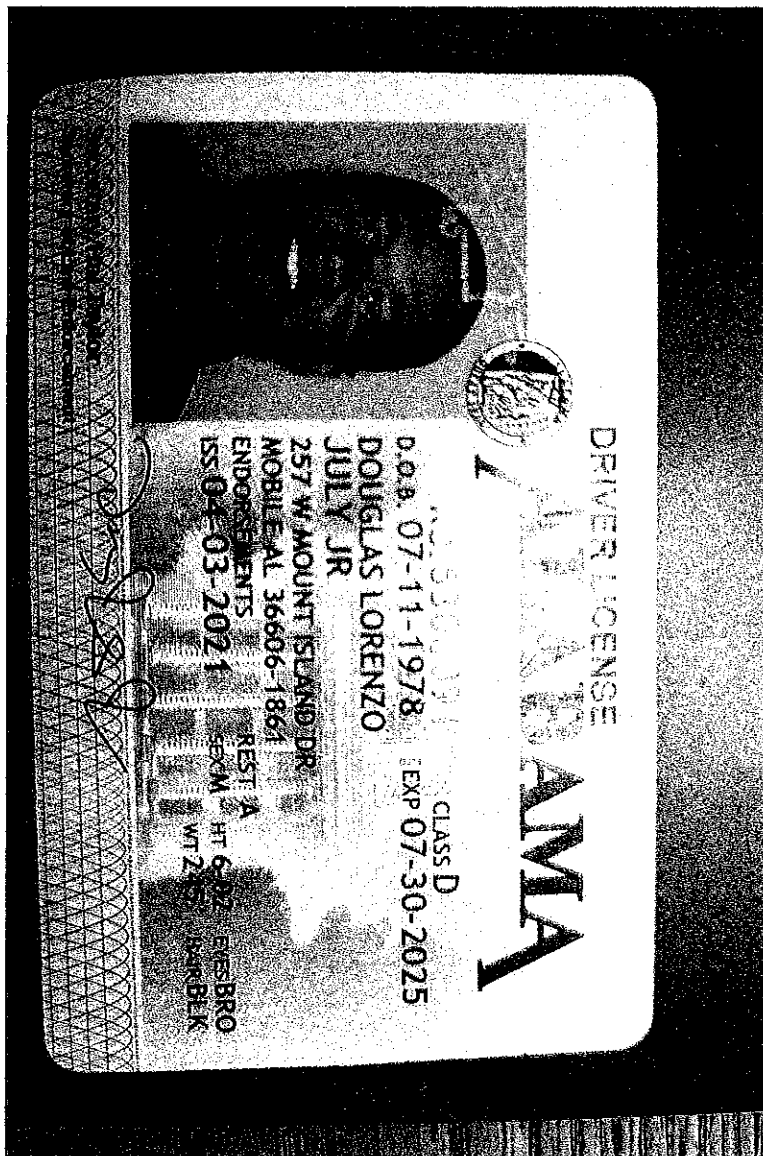
HT 5-05

EYES BRO

WT 145

HAIR BRO

Secretary Hal Taylor
Secretary of Law Enforcement



COMMERCIAL DRIVER LICENSE
ALABAMA

NO. 7750206 CLASS A
D.O.B. 08-20-1948 EXP 03-28-2025

JOHN ROBERT PAULUS
7731 MAILON CT
THEODORE AL 36582-2396
ENDORSEMENTS NT REST
ISS 03-10-2021 SEX M HT 5-11 EYES HAZ
WT 174 HAIR BRO

Secretary Hal Taylor
Secretary of Law Enforcement

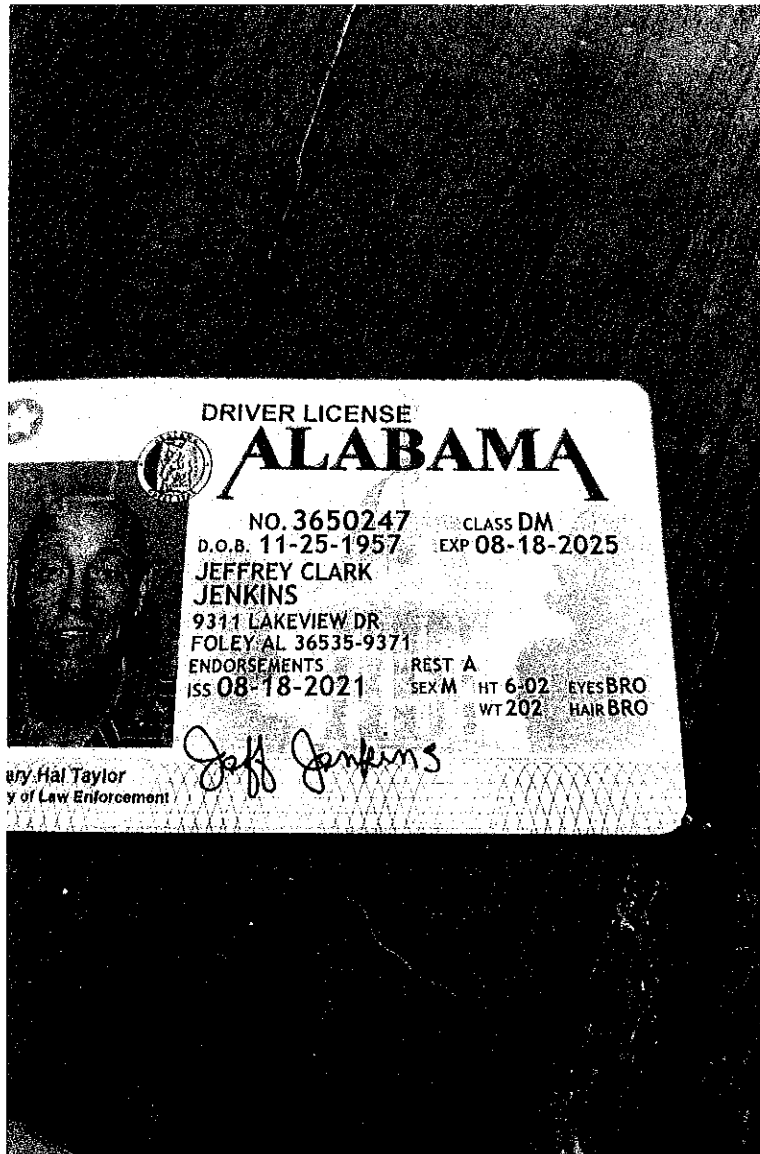
John Paulus

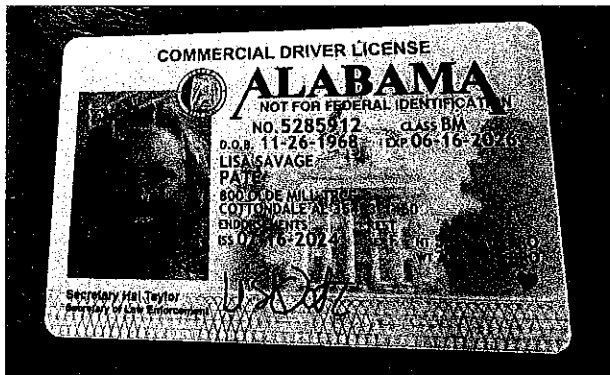
0000000902040371401

JOHN ROBERT PAULUS
CLASS: A-Comb Veh GVWR>20,000#, W/Veh in Tow>10,000

ENDORSEMENTS: N-Tank Vehicle, T-Double or Triple Trailer Combinations
RESTRICTIONS:

Rev 11-01-2014
7750206 - 0







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/15/2025

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 BURT BLAIR AGENCY LLC 960A SCHILLINGER RD N, MOBILE, AL 36608		CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL ADDRESS: progressivecommercial@email.progressive.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Progressive Specialty Insurance Company	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 446856178019692724D011525T143456 **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 ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	952778161	10/04/2024	10/04/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below See ACORD 101 for additional coverage details.	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		Y	N	952778161	10/04/2024	10/04/2025	\$

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

CERTIFICATE HOLDER

City of Orange Beach PO BOX 458 Orange Beach, AL 36561	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY BURT BLAIR AGENCY LLC		NAMED INSURED Judy Enterprises, Inc DBA: Coastal Express Shuttle 257 W Mount Island Dr Mobile, AL 36606
POLICY NUMBER 952778161		
CARRIER Progressive Specialty Insurance Company	NAIC CODE 32786	EFFECTIVE DATE: 10/04/2024

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	\$300,000 Combined Single Limit

Description of Location/Vehicles/Special Items**Scheduled autos only**

2019 DODGE GRAND CARAVAN 2C4RDGEG4KR744574	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
Rental Reimbursement	\$50 Per Day (\$1,500 Max)
Roadside Assistance	Selected w/\$0 Ded
Medical Payments	\$5,000 each person
2019 FORD TRANSIT 1FBZX2ZM7KKB54530	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
Rental Reimbursement	\$50 Per Day (\$1,500 Max)
Roadside Assistance	Selected w/\$0 Ded
Medical Payments	\$5,000 each person

Liability coverage may not apply to all scheduled vehicles.

Additional Information

Certificate holder is listed as an Additional Insured.



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.**

Douglas J. Ly, Jr. (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 28 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: friend and employee
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 Demarkus Boykin
Address of Character Reference 352 South Broad St
(city) Mobile (state) AL (zip) 36603
Cell phone 713.591.7454 Home phone _____ Business Phone _____

Dated: 1/29/25 Signature of Character Reference: Demarkus Boykin

Sworn before me this 29 day of January, 2025

Notary Public Signature Chante Barnes

CHIANTE BARNES
Notary Public
Alabama State at Large



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.**

Douglas July, Jr. (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 8 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: neighbor
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 Brandon Jackson
Address of Character Reference 255 W Mount Island Dr
(city) Mobile (state) AL (zip) 36606
Cell phone 251.447.3224 Home phone _____ Business Phone _____

Dated: 1/28/25 Signature of Character Reference: Brandon Jackson

Sworn before me this 28th day of January, 2025

Notary Public Signature Chante Barnes

CHIANTE BARNES
Notary Public
Alabama State at Large



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.**

Kristi Joly (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.

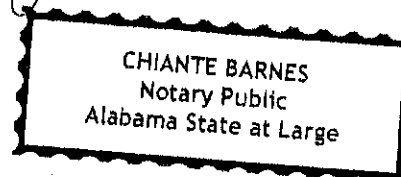
1. Is the applicant related to you by blood or marriage? ☐ YES ☒ NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 20 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: friend and co-worker
4. How would you rate the applicant in the following 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: She may have one drink during special events.
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 Johnnie Williams
Address of Character Reference 4208 Parliament Avenue
(city) Mobile (state) AL (zip) 36618
Cell phone 251.508.5208 Home phone _____ Business Phone _____

Dated: 1.29.25 Signature of Character Reference: Johnnie Williams

Sworn before me this 29 day of January, 2025

Notary Public Signature Chante Barnes





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.**

Kristi Jolly (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.

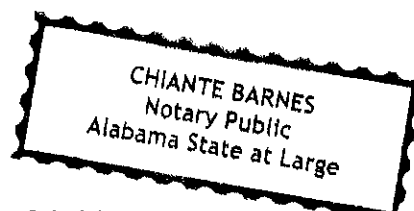
1. Is the applicant related to you by blood or marriage? ☐ YES ☒ NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 20 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: friend, previous supervisor
4. How would you rate the applicant in 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: once or twice a year
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 Shannon Stanley
Address of Character Reference 3810 Lakefront Drive
(city) Mobile (state) AL (zip) 36685
Cell phone 251-604-9485 Home phone _____ Business Phone _____

Dated: 1/29/25 Signature of Character Reference: Shannon Stanley

Sworn before me this 29 day of January, 2025

Notary Public Signature Chianti Barnes





**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 11, 2025**

Departments: City Clerk

Description of Topic: Ordinance amending Chapter 30, Article III, Section 30-45 of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Noises Prohibited." (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2025-xxxx Amd Ch 30 Art III Sec 30-45 Noises Prohibited

ORDINANCE NO. 2025-xxxx

**AN ORDINANCE AMENDING CHAPTER 30, ARTICLE III, SECTION 30-45 OF THE
CODE OF ORDINANCES FOR THE CITY OF ORANGE BEACH, ALABAMA
ENTITLED “NOISES PROHIBITED”**

FINDINGS:

1. The City Council of the City of Orange Beach previously adopted Ordinance No. 2016-1227 on May 26, 2016, and Ordinance No. 2020-1359 on September 1, 2020. These Ordinances served to establish and amend, respectively, the City Noise Ordinance
2. The number of residents and visitors in the City of Orange Beach is continuously growing, and with that comes an increasing amount of residential and commercial construction. The noise from this construction and its related activities often extends well beyond the property upon which it is being conducted.
3. The City has received numerous complaints regarding the disruptive nature of noise emitted from construction sites, specifically on Sundays –the time residents wish to enjoy the sanctity of their homes. In an effort to reduce noise disturbances, the City desires to amend Section 30-45 of the City Code to provide times during which construction-related activities creating a noise disturbance shall be prohibited in residential areas.
4. After having reviewed the suggested amendments to Section 30-45 of the City of Orange Beach Code of Ordinances, the City Council has determined that such amendments are in the best interest of the City of Orange Beach, Alabama.

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

1. That Chapter 30, Article III, Section 30-45 of the Code of Ordinances for the City of Orange Beach is hereby amended to replace subsection (10) to read in its entirety as follows and to remove subsection (11):

Sec. 30-45. - Noises prohibited.

- (10) Any and all construction activity including but not limited to activity incidental to the creation, erection, demolition, assembling, altering, remodeling, repairing, installing, or equipping of buildings, structures, roads, or appurtenances thereto- including land clearing, grading, excavating and filling- so as to cause or create a noise disturbance across a property boundary in a residential area between the hours of 7:00 p.m. and 6:00 a.m. or anytime Sunday. Activities subject to this section specifically include operation of any pile driver, power shovel, pneumatic hammer, derrick or hoist, as well as any other appliance which is attended by loud or unusual noises in its use or application.

The following exceptions to this subsection shall apply:

- a. Emergency repair or maintenance of public roads, parks, sewers, water, electric, gas, internet or cable/phone systems at any time or any such private construction necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from imminent exposure to danger shall be exempt from the operation of this provision. It shall be a defense to prosecution for violation of this section that the construction activity was necessary to prevent or mitigate an emergency.
- b. Public works projects being performed on behalf of City, County, State or federal

government entities, or agents thereof.

- c. When a permit of exception has been issued. Permits of exception may be granted by the Community Development Director to allow specific stated construction activities outside of the hours stated herein. Permits shall be granted in the discretion of the Community Development Director when it is determined that circumstances exist wherein compliance with the time restrictions established herein would result in an undue hardship or when construction is required due to unforeseen or emergency circumstances. Determinations of undue hardship shall be made by the Community Development Director or his designee in accordance with guidelines developed by the Director, but exceptions will generally be limited to cases of urgent necessity and in the interest of public health and safety.
2. That 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 of this Ordinance;
3. All ordinances or parts of ordinances in conflict are to the extent of such conflict repealed; and
4. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 18th DAY OF MARCH, 2025.

Renee Eberly
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies
that the foregoing **ORDINANCE 2025-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 COMMITTEE OF THE WHOLE MEETING
MARCH 11, 2025**

Departments: City Clerk

Description of Topic: Ordinance amending Chapter 38, Article III, Section 38-65, "Definitions," and Chapter 50, Article V, Division 3, Section 50-352, "Illegal Acts," of the Code of Ordinances for the City of Orange Beach, Alabama, to add vaping to the definition of smoking and to prohibit tobacco and nicotine vending machines. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2025-xxxx Amd Secs 38-65 50-352 Prohibit Tobacco Nicotine Vending Machines

ORDINANCE NO. 2025-xxxx

**AN ORDINANCE AMENDING CHAPTER 38, ARTICLE III, SECTION 38-65, “DEFINITIONS”
AND CHAPTER 50, ARTICLE V, DIVISION 3, SEC 50-352, “ILLEGAL ACTS” OF THE
CODE OF ORDINANCES FOR THE CITY OF ORANGE BEACH, ALABAMA
TO ADD VAPING TO THE DEFINITION OF SMOKING AND
TO PROHIBIT TOBACCO AND NICOTINE VENDING MACHINES**

FINDINGS:

1. The City of Orange Beach is a resort island community renowned for its beaches, waterways, natural resources, and overall family-friendly environment. A large part of the City’s family friendly reputation is due to the efforts of City leaders to regulate the marketing, sale, and distribution of substances especially harmful to minors.
2. City Ordinance No. 2008-1060, codified as Chapter 38, Article III, entitled “Prohibition of Smoking in Public Places,” prohibits smoking in enclosed public places, places of employment, outdoor arenas and stadiums, and within a reasonable distance of ten feet outside of an enclosed area where smoking is prohibited. Vaping is not included in the current definition of smoking.
3. Studies have shown that inhalation of secondhand smoke from vape products causes risk of cancer, heart disease, asthma, and further negatively impacts brain development, and exacerbates depression, anxiety and social withdrawal attributed to mental illness.
4. Ala. Code § 28-11-6.1 prohibits the sale of tobacco, tobacco product, alternative nicotine product, and/or electronic nicotine devices to be distributed by use of a vending machine in areas where individuals under the age of 21 are allowed access, or where distribution by the machine is not controlled by the tobacco permit holder or their employee.
5. Nicotine and vaping products pose a substantial health risk to minors causing long lasting health effects including addiction, brain damage and lung damage. In addition, vaping has become a prevalent gateway drug among teenagers. Vending machines allow minors access to such products due to little or no sales supervision.
6. The City desires to reduce access to vapes and other nicotine products and further desires not to encourage the use of these products by allowing such machines to operate within local establishments. As such, the City wishes to add subsection (e) to Section 50-352, “Illegal Acts,” to prohibit the distribution of tobacco, nicotine, or related products from vending machines.
7. After having reviewed the suggested amendments to Sections 38-65 and 50-352 of the City of Orange Beach Code of Ordinances, the City Council has determined that such amendments are in the best interest of the City of Orange Beach, Alabama.

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

1. That Chapter 38, Article III, Section 38-65, “Definitions,” of the Code of Ordinances for the City of Orange Beach is hereby amended in its definition of “Smoking” to read as follows:

Smoking means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, or other lighted product in any manner or in any form or inhaling or exhaling aerosol, smoke or vapor from any battery powered vape or other device designed for this purpose which contains nicotine, THC, CBD, flavorings, or any other chemical or substance not medically prescribed by a physician licensed in the State of Alabama.
2. That Chapter 50, Article V, Division 3, Section 50-352, “Illegal Acts,” of the Code of Ordinances

for the City of Orange Beach is hereby amended to include subsection (e) which shall read in its entirety as follows:

(e) It shall be unlawful for any person to sell or offer for sale tobacco, tobacco product, nicotine, alternative nicotine product, vape or other electronic nicotine delivery system by use of a vending machine or similar dispensing system.

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

ADOPTED THIS 18th DAY OF MARCH, 2025.

Renee Eberly
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies
that the foregoing **ORDINANCE 2025-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