



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Regular Council Meeting 03/11/2025
2. Committee of the Whole 03/11/2025

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

1. Discuss lighting upgrades at the Sportsplex. (FH)
2. Discuss ordinance prohibiting commercial activity on beaches and waterways. (JL)

Resolutions

1. Resolution reappointing Shannon Robinson to the Orange Beach City Board of Education. (RE)
2. Resolution authorizing execution of a professional services agreement with Adams and Reese, LLP, for federal and state governmental relations and consulting services. (RE)
3. Resolution authorizing execution of a professional services agreement with Grace Stanton for theatrical performance direction for "Lion King JR." (SB)
4. Resolution authorizing execution of a professional services agreement with Lauren McCaghren for dance instruction for "Lion King JR." (SB)

5. Resolution authorizing a franchise agreement for Waste Pro of Florida, Inc., to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris. (TC)
6. Resolution authorizing a franchise agreement for Flora-Bama Old S.A.L.T.S., Inc., to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. (TC)
7. Resolution amending the fee schedule and adopting operational policies for the Orange Beach Golf Center. (NA)

Public Hearings

1. Set a public hearing date for an Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0408-PUDA-25, Village of Tannin PUD Modification, Lot 1 Land Use Designation. (Suggested date 4/15/2025) (GP)

Ordinances

V. Public Comments

VI. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
MARCH 11, 2025 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 5:00 P.M.
- II. INVOCATION** Pastor Fred Franks, Island Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

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

Absent: Councilmember Jerry Johnson - Arrived at 5:05 P.M.

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Regular Council Meeting 02/04/2025
Committee of the Whole 02/04/2025

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> | |

Mayor Kennon announced an upcoming Town Hall to be held on Wednesday, April 2, 2025, at the Performing Arts Center following Council and Committee of the Whole meetings beginning at 5:00 P.M.

[Councilmember Johnson arrived at 5:05 P.M.]

Ford Handley, City Administrator, thanked city staff for their hard work in putting on successful Mardi Gras and Art Festival events.

Councilmember Blalock recognized Orange Beach High School 9th Graders for giving back to the community through their Service Day today.

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/Blalock) 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 declaring May 10, 2025, as C.A.K.E. (Coastal Alabama Kid Entrepreneurs) Day. Mayor Kennon read the proclamation aloud. A promotional video for the event provided by the Coastal Alabama Business Chamber was played.

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

Ordinances

1. Second Reading – Ordinance establishing the annual salary of the Mayor, Chairman Pro-Tem and Councilmembers to be paid bi-weekly. **Motion made (Silvers/Johnson) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**
2. Second Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0104-PUD-25, Coastal Cottages PUD. **Motion made (Blalock/Silvers) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, abstain; Kennon, aye. **Motion passed. (5-0-1).**

XII. NEW BUSINESS

Miscellaneous

1. Approval of a Special Events Retail Liquor License Application by Wharf Restaurant Group LLC for the "Coastal Chamber Black And White Night" event to be held on March 14, 2025, at 4671 Wharf Parkway West. **Motion made (Silvers/Mitchell) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**
2. Approval of a Restaurant Retail Liquor License Application by Golden Spoon Inc for China Dragon at 25405 Perdido Beach Boulevard, Suite 19. **Motion made (Mitchell/Blalock) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**
3. Approval of a Retail Common Carrier Liquor License Application by Flora-Bama Old S.A.L.T.S., Inc., for Bama Breeze, 29603 Perdido Beach Boulevard. **Motion made (Silvers/Mitchell) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**

4. Approval of a Restaurant Retail Liquor License Application by Golden Spoon Inc for China Dragon at 25405 Perdido Beach Boulevard, Suite 19. **Motion made (Mitchell/Blalock) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**

Resolutions

1. Resolution authorizing the execution of a master service agreement with SecureVision, LLC, to provide cable television services at the Adult Fitness Center. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution defining the proposed corporate limits of the City of Orange Beach, Alabama. **Motion made (Johnson/Blalock) to postpone indefinitely.** Vote unanimous in favor. **Motion passed.**
3. Resolution amending the Employees Pay Plan/Job Listing to accommodate the approved 2025 Budget. **Motion made (Blalock/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution awarding the bid for the Veterans Memorial to Badger Building, Inc., in an amount not to exceed \$561,685. **Motion made (Mitchell/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution awarding the bid for Two Vehicles for the Community Development Department to Pensacola Motor Sales, Inc., dba Bob Tyler Toyota, in the amount of \$84,017. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. 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. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. 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. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
8. Resolution authorizing execution of a professional services agreement with Dr. Hayley Healan, LLC, for veterinary services at the Wildlife Center. **Motion made (Blalock/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
9. 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. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
10. Resolution amending the Wedding Rental Agreement and Event Fee Schedule for the Coastal Arts Center to allow year-round wedding rentals and to waive the fees for city employees for memorial services. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
11. Resolution amending the Rental Agreement and Fee Schedule for the Orange Beach Event Center at The Wharf located at 4671 Wharf Parkway. **Motion made (Blalock/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
12. Resolution declaring Fire Department radios owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the Fort Morgan Volunteer

Fire Department, Inc. **Motion made (Mitchell/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:18 P.M.

APPROVED this the 2nd day of April, 2025.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
MARCH 11, 2025 – 5:18 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the March 18, 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. Reschedule Council and Committee of the Whole Meetings from April 1, 2025, to April 2, 2025, to be held at the Performing Arts Center. Meeting was rescheduled to April 2, 2025, at the Performing Arts Center.
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 Huntsville, May 13-16, 2025.
3. Resolution establishing fees for Orange Beach Sportsplex field rentals.
4. Resolution authorizing the execution of a Coastal Weather Research Center Agreement with the University of South Alabama to provide weather information services.
5. 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.
6. Resolution authorizing the execution of a professional services agreement with Thompson Engineering, Inc., for transportation, traffic, and other engineering services.
7. Resolution authorizing the execution of a master professional services agreement with Deckard Technologies, Inc., for short-term rental identification and monitoring.
8. Resolution authorizing execution of a performance agreement with McLean Motor Sports Productions, LLC, for a Spring 2025 "Bama Coast Cruisin'" car show event.
9. 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.
10. Ordinance amending Chapter 30, Article III, Section 30-45 of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Noises Prohibited."
11. 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.

Public Comments:

1. Amy Crawford, SunMed Modern Wellness, requested that Council consider revising the City Code to allow the selling of beverages containing hemp extracted THC. SunMed has CBD seltzers containing THC that they would like to sell in their Orange Beach store. She stated that Rouses is already selling similar products, and that other local businesses are interested in selling these products. She also advocated for phytocannabinoids as an alternative to alcohol. Council expressed some concerns regarding the inability to differentiate THC derived from hemp or marijuana through testing, that employees would fail a drug test after consuming these seltzers, and the effect on the City's family-friendly brand. Council commented that they would likely wait for State legislation to clarify this regulatory frontier.
2. Roger Crawford, SunMed Modern Wellness, proposed a tax on hemp-based products to be split between the school and police.
3. Ray Grooms, disabled veteran and attorney, spoke in favor of CBD products.
4. Chelsea Roeck, Gulf Coast Roast, spoke in favor of CBD seltzers.
5. Jordan Epperson spoke in favor of CBD seltzers.
6. Chris Dickhute spoke in favor of CBD seltzers.
7. Jeremy Little, CMC Gas, announced a price decrease for both commercial and residential customers.
8. Jerry McCutchen, 8Reale, had some questions about vape vending machines.

There being no further business, the meeting adjourned.

Time: 6:13 P.M.

APPROVED this 2nd day of April, 2025.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 18, 2025**

Departments: City Clerk

Description of Topic: Discuss lighting upgrades at the Sportsplex. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2025.03.13 Quote - Sportsplex - Musco Baseball Field Lighting Upgrades_materials only

Orange Beach Baseball Field Upgrades
Orange Beach, AL
Date: March 13, 2025

Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027

Category: Sports lighting with related supplies and services

All purchase orders should note the following: **SOURCEWELL PURCHASE – CONTRACT NUMBER: 041123-MSL**

Quotation Price – Materials Only Delivered to Job Site

6 Addt'l BallTracker Fixtures (Field 2) & Controls & Monitoring(Fields 1-5) \$52,500.00

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

Pricing and lead times are effective for 30 days only.

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC

Attn: Jimmy Jumper

Email: jimmy.jumper@musco.com

All Purchase orders should note the following: **SOURCEWELL PURCHASE – CONTRACT NUMBER: 041123-MSL**

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.

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

Jimmy Jumper

Musco Sports Lighting, LLC

Phone: 256-483-5433

E-mail: jimmy.jumper@musco.com





**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 18, 2025**

Departments: City Clerk

Description of Topic: Discuss ordinance prohibiting commercial activity on beaches and waterways. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 18, 2025**

Departments: City Clerk

Description of Topic: Resolution reappointing Shannon Robinson to the Orange Beach City Board of Education. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-02-25 25-xxx Appoint City School Board Member Robinson

RESOLUTION NO. 25-xxx

**A RESOLUTION REAPPOINTING SHANNON ROBINSON TO THE
ORANGE BEACH CITY BOARD OF EDUCATION**

FINDINGS:

1. Pursuant to Section 16-11-2, Code of Alabama (1975), the Orange Beach City Board of Education shall be composed of five (5) members, chosen because of their character and fitness, who shall be residents of the City of Orange Beach and who shall not be members of the City Council.
2. Orange Beach Board of Education Member Shannon Robinson's term expired April 4, 2025.
3. Lisa Nix has served in her position faithfully and well.
4. The Orange Beach City Council has determined that it is in the best interest of the City of Orange Beach to reappoint Shannon Robinson for an additional term.

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

1. That Shannon Robinson be and is hereby reappointed to serve on the Orange Beach City Board of Education for a five year term ending on April 4, 2030;
2. That it be reaffirmed that the following persons have been appointed to the Orange Beach Board of Education for the terms set out below:

<u>Name</u>	<u>Term Length</u>	<u>Term Expiration Date</u>
Nelson Bauer	Four (4) Years	April 4, 2026
Robert Stuart	Five (5) Years	April 4, 2027
Randy McKinney	Five (5) Years	April 4, 2028
Lisa Nix	Five (5) Years	April 4, 2029
Shannon Robinson	Five (5) Years	April 4, 2030

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

ADOPTED THIS 2nd DAY OF APRIL, 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 April 2, 2025.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 18, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Adams and Reese, LLP, for federal and state governmental relations and consulting services. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-02-25 25-xxx Authorize Professional Services Agreement Adams and Reese Lobbyist
2. 2025.03.11 Professional Services Agreement Adams and Reese Lobbyist

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH ADAMS AND REESE, LLP, FOR
FEDERAL AND STATE GOVERNMENTAL RELATIONS AND CONSULTING SERVICES**

FINDINGS:

1. The City Council for the City of Orange Beach, Alabama, has reviewed the performance of Adams and Reese, LLP, as lobbyist for the City.
2. The City Council desires to utilize the services of Adams and Reese, LLP, to provide the City with governmental relations and consulting services during the regular and special legislative sessions at both the State and Federal level.
3. The term of this agreement shall be for the period commencing January 1, 2025, and ending December 31, 2025.

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

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

ADOPTED THIS 2nd DAY OF APRIL, 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 April 2, 2025.

City Clerk

PROFESSIONAL SERVICES CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, an Alabama municipal corporation (the “City”) and Adams and Reese, LLP, a Limited Liability Partnership (sometimes hereinafter “Contractor”), as follows:

1. Recitals.

WHEREAS, Contractor is a consulting firm that employs one or more attorneys and government relations advisors to provide representation and public affairs support concerning projects and legislative matters of interest to the City at the State and Federal level;

WHEREAS, Contractor provides Federal and State Governmental Relations and Consulting Services;

WHEREAS, the City desires to engage Contractor to provide said services on the terms and conditions as set out herein.

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

2. Scope of Services.

Contractor will provide lobbyists, direct representation and public affairs support services concerning legislative issues, more particularly described below. Contractor will use its best efforts in representing City and:

Federal Representation

- (a) Work with the Mayor and Council, and other designated staff, to discuss projects of importance to Orange Beach, both on-going and potential projects;
- (b) Work with the City’s current grants and federally funded projects team and perform a review of the City’s current process for submitting projects for Congressionally directed appropriations, evaluate its effectiveness, if needed refine the process going forward so the City is fully utilizing all its resources possible, and ensuring all their efforts will thoroughly compliment the City’s current efforts;
- (c) Work to present funding opportunities to the City on an ongoing basis for consideration based on the City’s priorities with direct input from Members of Congress and their staffs. Contractor will work with Members, and staffers as wells as state officials where needed regarding all funding requests, as well as with specific Executive Branch and agency contacts;
- (d) Organize and arrange visits by authorized representatives of the City to Washington, D.C. to visit with the Alabama Federal Delegation, House and Senate leadership and appropriate Executive Branch or Committee staff on each project or funding opportunity being pursued on behalf of the City;
- (e) Work through the legislative year with the Alabama Federal Delegation, House and Senate leadership, Committee and Subcommittee Staff and appropriate agency officials to help ensure the success , and their support, for the City’s projects and priorities;
- (f) Monitor and engage on behalf of the City on various authorization and regulatory issues identified as important to the City during the course of the legislative year. Contractor

will provide regular updates on issues of importance to the City as they occur in Washington, D.C.;

State Representation

- (g) Develop a strategy in advance of the State legislative session based on the priorities of the City then implement and monitor the session(s) and committee hearings to provide real-time updates during the session on issues of importance to the City;
- (h) Report findings from meetings or other special events to keep the City updated on a regular basis. Contractor's professionals will remain immediately available to answer questions concerning legislative activity that could impact the City throughout the session;
- (i) Work with Alabama League of Municipalities on specific issues and legislation of importance to the City;
- (j) Represent the City at public hearings in Montgomery, and presenting the City's point of view to lawmakers, other decisions makers, agency representatives and the public;
- (k) Provide the City with the advanced notice needed to act quickly on issues critical to issues of importance to the City or items of concern to the City;
- (l) Assist in developing and promoting legislation important to the City's continued growth and success, including assistance with any local legislation;
- (m) Provide issue management, research services and other consulting services when needed to ensure a seamless integration between efforts made on behalf of the City at both State and Federal levels

Implementation

- (n) Contractor will take the following actions within the initial 30 days of this agreement:
 - (1) Meet with designated City representative(s) to review and discuss all pending, potential, and/or recent funding requests congressionally directed appropriation requests and discuss other pressing matters of importance to the City;
 - (2) Fully evaluate the City's current grant evaluating and submission process in order to strengthen its efficiency and provide comprehensive analysis and funding strategy going forward at both the Federal and State level;
 - (3) Contact appropriate Congressional and Senate staff members to ensure the Member and Senators are aware of any current pending funding requests and solicit and confirm their support for the requested funding as well as with all state agencies and state officials where needed.
 - (4) When appropriate, contact any federal or state agency representatives and arrange de-briefings to have the agency review the reasons any recently submitted funding requests were not awarded and evaluate if a modified grant application should be prepared and submitted for any subsequent funding opportunities.

3. Warranties and Representations.

Contractor warrants and represents that:

- (a) Contractor and all of its agents and employees will abide by all laws relating to the activities to be performed under this agreement, including where applicable, registration with the Alabama Ethics Commission;
- (b) Contractor will promptly report to City any complaints or investigations initiated by the Alabama Ethics Commission or other regulatory body;
- (c) Contractor will disclose in writing to Mayor and City Administrator any conflict of interest should the same arise during the term of this contract, and advise how Contractor proposes to handle such conflict;

4. Compensation.

As full and total compensation for the services to be provided pursuant to this agreement, Contractor shall be paid \$9,750.00 monthly, plus actual and reasonable expenses approved in advance by the City or its authorized representatives. Said payments shall be made upon receipt of an Invoice from Contractor. All out of state travel must be approved in advance by the Mayor.

5. Term.

The term of this agreement shall commence on January 1, 2025, and end on December 31, 2025, unless terminated earlier in accordance with paragraph 10.

6. Independent Contractor.

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

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

7. Insurance.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect general liability insurance and workman's compensation insurance as required by law.

8. Assignment.

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

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

9. Compliance with Law.

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

10. Termination.

This agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate. Upon termination, Contractor shall be paid pro rata for all services actually rendered up to the effective date of termination.

11. 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.

12. Modifications.

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

13. 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.

14. 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 will be Baldwin County, Alabama.

15. Permits, etc.

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

16. Notices.

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

City of Orange Beach:

City Clerk

Post Office Box 458

Orange Beach, Alabama 36561

With Required Copy to:

City Attorney
Post Office Box 458
Orange Beach, Alabama 36561

And to Contractor:

Adams and Reese, LLP
11 North Water Street
Suite 23200
Mobile, Alabama 36602

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the _____ day
of _____, 2025.

CITY OF ORANGE BEACH,
An Alabama Municipal Corporation

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

ADAMS AND REESE, LLP

By: _____
C. Britton Bonner, Partner

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 C. Britton Bonner, whose name as Partner of Adams and Reese, LLP, a limited liability partnership, 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: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 18, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Grace Stanton for theatrical performance direction for "Lion King JR." (SB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-02-25 25-xxx Authorize Professional Services Agreement Performing Arts Grace Stanton Lion King JR
2. 2025.03.13 Professional Services Agreement Grace Stanton Performing Arts Lion King JR

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH GRACE STANTON
FOR THEATRICAL PERFORMANCE DIRECTION FOR “LION KING JR”**

FINDINGS:

1. The City of Orange Beach has reached an agreement (attached Exhibit A) with Grace Stanton whereby Grace Stanton will provide theatrical performance direction for the City’s fall 2025 children’s theatre production of *Lion King JR* by the Performing Arts division of the City of Orange Beach Expect Excellence program.
2. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

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

ADOPTED THIS 2nd DAY OF APRIL, 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 April 2, 2025.

City Clerk

PROFESSIONAL SERVICES CONTRACT

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

1. Recitals

WHEREAS, the City desires to engage Contractor to provide theatrical performance direction for the City's Expect Excellence Performing Arts program's fall 2025 children's theatre performance of "Lion King JR," or such other production as selected by the City;

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

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

2. Services to be Performed

- a) Contractor will provide theater direction for the City's fall 2025 children's theatre performance of "Lion King JR," or such other production as selected by the City.
- b) Contractor will perform such other services with regard to the City's fall 2025 children's theatre performance, including planning meetings, directing, costume, lighting and set design, and supervision during rehearsals, tech week and shows, as are mutually agreed to between the Contractor and the City.

3. Compensation

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$6,000, plus pre-approved expenses incurred as part of Contractor's performance of this contract, in accordance with City policies.
- b) Contractor agrees to abide by the City's established policies and agrees that any travel and expenses must be approved in writing in advance by the City.
- c) Contractor shall be paid in three (3) monthly payments of \$1,500 each following the completion of May, July, and September, upon the City's receipt of a properly documented invoice for directing services performed.

4. Term.

The term of this Agreement is six (6) months commencing April 1, 2025, and ending September 30, 2025.

5. Independent Contractor.

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

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

6. Insurance.

- a) For the term of this Agreement, the Contractor shall acquire and maintain in full force and affect throughout the life of this agreement a policy or policies of insurance in coverages and amounts satisfactory to the City as evidenced by the certificate of insurance attached hereto, with the City being named as an additional insured or certificate holder as the City may require.
- b) Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7. Assignment.

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

8. Compliance with Law.

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

9. Termination.

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

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

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

13. Law Governing.

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

14. Permits, etc.

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

15. Background Check and Drug Testing

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

16. Indemnification

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

17. Confidentiality

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

18. Notices.

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

City of Orange Beach:

City Clerk
Post Office Box 458
Orange Beach, AL 36561

And to Contractor:

Grace Stanton
18818 Sims Drive
Gulf Shores, AL 36542

Copy to:

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

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the ____ day of _____, 2025.

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

Grace Stanton, an Individual

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

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

(SEAL)

Notary Public
State of Alabama
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 18, 2025**

Departments: City Clerk

Description of Topic:

Resolution authorizing execution of a professional services agreement with Lauren McCaghren for dance instruction for "Lion King JR." (SB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-02-25 25-xxx Authorize Professional Services Agreement Performing Arts
Lauren McCaghren Lion King JR
2. 2025.03.13 Professional Services Agreement Lauren McCaghren Performing Arts
Lion King JR

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
LAUREN MCCAGHREN
FOR DANCE INSTRUCTION FOR “LION KING JR”**

FINDINGS:

1. The City of Orange Beach has reached an agreement (attached Exhibit A) with Lauren McCaghren whereby Lauren McCaghren will provide theatrical performance dance instruction for the City’s fall 2025 children’s theatre production of *Lion King JR* by the Performing Arts division of the City of Orange Beach Expect Excellence program.
2. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

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

ADOPTED THIS 2nd DAY OF APRIL, 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 April 2, 2025.

City Clerk

PROFESSIONAL SERVICES CONTRACT

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

1. Recitals.

WHEREAS, the City desires to engage Contractor to provide theatrical performance dance instruction for the City's Expect Excellence Performing Arts program's fall 2025 children's theatre performance of "Lion King JR," or such other production as selected by the City;

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

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

2. Consulting Services to be Performed.

- a) Contractor will provide dance instruction for the City's fall 2025 children's theatre performance of "Lion King JR," or such other production as selected by the City.
- b) Contractor will perform such other services with regard to the City's theatre performance, including student coaching, dance instruction, choreography and music, and review, and supervision during rehearsals, tech week and shows, as are mutually agreed to between the Contractor and the City.

3. Compensation.

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$4,000, in accordance with City policies.
- b) Contractor agrees to abide by the City's established policies, and agrees that any travel and expenses must be approved in advance by the City.
- c) Contractor shall be paid in three (3) payments in the amounts of \$1,333.33, \$1,333.33, and \$1,333.34 following the completion of May, July, and September, respectively, upon the City's receipt of properly documented invoices for services performed as verified by the Performing Arts Center staff.

4. Term.

The term of this Agreement is six (6) months commencing April 1, 2025, and ending September 30, 2025.

5. Independent Contractor.

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

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

6. Insurance.

- a) For the term of this Agreement, the Contractor shall acquire and maintain in full force and affect the policy of insurance evidenced by the certificate of insurance attached hereto, with the City being named as an additional insured.
- b) Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7. Assignment.

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

8. Compliance with Law.

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

9. Termination.

This Agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate. Upon termination, Contractor shall be paid *pro rata* for all services actually rendered up to the effective date of termination. Any amounts paid to Contractor but not earned pro rata shall be returned to the City prior to cancellation of the contract. This Agreement may be terminated immediately by the City upon failure of the required background check or drug testing, as set out in paragraph 15, below.

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

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

13. Law Governing.

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

14. Permits, etc.

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

15. Background Check and Drug Testing.

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

16. Indemnification.

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 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.

17. Confidentiality

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

18. Notices.

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

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

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

Contractor:
Lauren McCaghren
23956 Cotton Loop
Orange Beach, AL 36561

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the ____ day of _____, 2025.

CITY OF ORANGE BEACH

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

Lauren McCaghren, Contractor

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

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

(SEAL)

Notary Public
State of Alabama
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 18, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing a franchise agreement for Waste Pro of Florida, Inc., to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris. (TC)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-02-25 25-xxx Authorize Franchise Renewal Solid Waste Pro
2. 2025.03.15 Franchise Renewal - Solid Waste - Waste Pro of Florida_public

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING A FRANCHISE RENEWAL FOR
WASTE PRO OF FLORIDA, INC.,
TO REMOVE AND DISPOSE OF COMMERCIAL SOLID WASTE AND
TO REMOVE AND TRANSPORT CONSTRUCTION AND DEMOLITION DEBRIS**

FINDINGS:

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

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the attached franchise agreement by and between the City of Orange Beach and Waste Pro of Florida, Inc., subject to final review by the City Attorney; and
2. That Waste Pro of Florida, Inc., within 30 days, shall file its acceptance of the terms of the franchise in the form attached.

ADOPTED THIS 2nd DAY OF APRIL, 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 April 2, 2025.

City Clerk

**FRANCHISE AGREEMENT AUTHORIZING
WASTE PRO OF FLORIDA, INC.,
TO COLLECT COMMERCIAL SOLID WASTE AND CONSTRUCTION DEBRIS
IN THE CITY AND ITS POLICE JURISDICTION**

SECTION 1 -Non-Exclusive Franchise Granted

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

SECTION 2 - Definitions

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

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

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

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

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

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

COLLECTOR shall mean the entity authorized by this ordinance to engage in the collection and transportation of Construction and Demolition Debris.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3 - Service Undertaking

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

SECTION 4 - Equipment

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

SECTION 5 - Frequency of Collection

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

SECTION 6 - Compliance with Collection and Disposal Laws and Regulations

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

SECTION 7 - Books and Records of Franchisee

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

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

SECTION 8 - Cause for Cancellation

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

SECTION 9 - Indemnification

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

SECTION 10 - No Assignment or Transfer

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

SECTION 11 - Insurance

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

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

SECTION 12 - Nonexclusivity

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

SECTION 13 - No Agency

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

SECTION 14 - Term

This franchise shall become effective upon its adoption by the City Council and when Franchisee files its acceptance, attached hereto as Exhibit A, and furnishes proof that it has complied with all of the terms of this Franchise. This Franchise shall expire, unless sooner terminated or extended in writing after the approval of the City, on December 31, 2022.

SECTION 15 - Consideration for Franchise Rights

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

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

SECTION 16 - Permit Submittal

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

SECTION 17 - Complete Franchise

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

SECTION 18 - Compliance with ADEM and other State Reporting Requirements

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

SECTION 19 - Severability Clause

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

Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

WASTE PRO OF FLORIDA, INC.
Franchisee

By: _____

Its: _____

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

RECITALS:

1. The City of Orange Beach, Alabama ("City") by action of its City Council on April 2, 2025, adopted Resolution No. 25-xxx ("Resolution") approving a non-exclusive franchise for the use of the public streets to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris under the terms and conditions set out in the Franchise Agreement for Waste Pro of Florida, Inc. ("Provider").
2. This Resolution requires the Provider to accept the terms of the Resolution in a form and substance acceptable to the City.

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

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

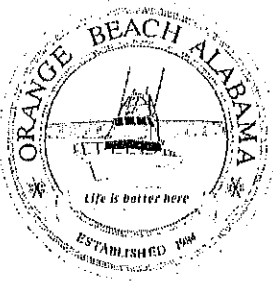
Failure to perform all such actions within a timely manner shall be deemed to be a rejection and repudiation of the Franchise Agreement.

Dated: _____

WASTE PRO OF FLORIDA, INC.

By: _____

Its: _____



CITY of ORANGE BEACH
FRANCHISE APPLICATION

55044079
\$ 250.00

☐ NEW
☒ RENEWAL

Business Name Waste Pro of Florida, Inc.

Applicant's Name _____

Mailing Address 5859 Commerce Rd. Milton, FL 32583

Physical Address Office 5859 Commerce Rd. Milton, FL 32583

Telephone 850-365-1900 E-Mail JFletcher@wasteprousa.com

Type of Franchise Requested Solid waste

Owner/Officers	Address	DOB
John Jennings	2101 W. State Rd. 434 Longwood FL 32779	
Sean Jennings		
Cort Sabina		

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

DATE PAID 2/5/25

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

Received
Completed
info 3/13/25

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 [Signature] Date 1-13-2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/20/2024

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 MARSH USA LLC, 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
CN105058554-GAWU-24-25	INSURER(S) AFFORDING COVERAGE	
INSURED Waste Pro USA, Inc. and its subsidiaries 2101 West SR 434 Longwood, FL 32779	INSURER A: Greenwich Insurance Company	NAIC # 22322
	INSURER B: XL Insurance America, Inc.	24554
	INSURER C: ACE Property & Casualty Insurance Company	20699
	INSURER D: XL Specialty Insurance Company	37885
	INSURER E: Lloyd's Of London	EC145
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: ATL-004461763-19 REVISION NUMBER: 6

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			RGE3002577	11/22/2024	11/22/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SIR \$ 500,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			RAE943788407 SIR: \$1,000,000	11/22/2024	11/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED RETENTION \$			XOOG71761885006	11/22/2024	11/22/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	RWD300138007 (AOS) RWE943549707 (FL, GA) (SIR: \$600,000 FL) (\$750,000 GA)	11/22/2024 11/22/2024	11/22/2025 11/22/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Umbrella Liability (over Auto)			B050980WCN2251462	11/22/2024	11/22/2025	Limit \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Orange Beach is included as additional insured where required by written contract with respect to general liability and auto liability. Umbrella is follow form of primary subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER City of Orange Beach 4099 Orange Beach Blvd Orange Beach, AL 36561	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Marsh USA LLC
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**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 18, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing a franchise agreement for Flora-Bama Old S.A.L.T.S., Inc., to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. (TC)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-02-25 25-xxx Authorize Franchise Taxi Flora-Bama Old SALTS
2. 2025.03.15 Franchise Renewal - Taxi - Flora-Bama Old SALTS_public

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING A FRANCHISE AGREEMENT FOR
FLORA-BAMA OLD S.A.L.T.S., INC.
TO OPERATE A TAXI SERVICE WITHIN THE CITY LIMITS AND
POLICE JURISDICTION OF THE CITY OF ORANGE BEACH**

FINDINGS:

1. Flora-Bama Old S.A.L.T.S., Inc., an Alabama company, has made application for a non-exclusive franchise for the use of city streets to operate a taxi service within the city limits and police jurisdiction.
2. The City of Orange Beach is willing to grant a non-exclusive franchise on the terms and conditions set out in the City's taxi ordinance.

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the attached franchise agreement by and between the City of Orange Beach and Flora-Bama Old S.A.L.T.S., Inc., subject to final review by the City Attorney; and
2. That Flora-Bama Old S.A.L.T.S., Inc., within 30 days, shall file its acceptance of the terms of the franchise in the form attached.

ADOPTED THIS 2nd DAY OF APRIL, 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 April 2, 2025.

City Clerk

**FRANCHISE AGREEMENT AUTHORIZING
FLORA-BAMA OLD S.A.L.T.S., INC.
TO OPERATE A TAXI SERVICE WITHIN THE CITY LIMITS AND
POLICE JURISDICTION OF THE CITY OF ORANGE BEACH**

This Franchise Agreement is made and entered into by and between the City of Orange Beach, Alabama (hereinafter “City”) and **FLORA-BAMA OLD S.A.L.T.S., INC.** (hereinafter “Franchisee”).

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

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

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

SECTION 1 - Definitions

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

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

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

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

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

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

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

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

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

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

appearance as each other vehicle under the agreement to any such hotel, motel, airport, hospital, club or other such entity.

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

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

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

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

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

(1) Classified as a limousine as herein defined.

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

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

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

SECTION 2 - Grant of Franchise

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

SECTION 3 - Term of Franchise

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

FLORA-BAMA OLD S.A.L.T.S., INC.
Franchisee

By: _____

Its: _____

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

RECITALS:

1. The City of Orange Beach, Alabama ("City") by action of its City Council on April 2, 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 Flora-Bama Old S.A.L.T.S., Inc. ("Provider").
2. The Resolution requires the Provider to accept the terms of the Resolution in a form and substance acceptable to the City.

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

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

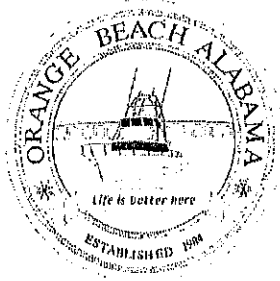
Failure to perform all such actions within a timely manner shall be deemed to be a rejection and repudiation of the Franchise Agreement.

Dated: _____

FLORA-BAMA OLD S.A.L.T.S., INC.

By: _____

Its: _____



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

☐ NEW

☒ RENEWAL

Legal Name of Business FloraBama old salts, inc.

Applicant's Name Hannah Gatlin

Mailing Address 29603 Perdido Beach Blvd Orange Beach, AL

Physical Address of Terminal (Office) 29603 Perdido Beach Blvd Orange Beach, AL

Physical Address Vehicle Storage 29603 Perdido Beach Blvd Orange Beach, AL

Telephone (251) 980-5222 E-Mail marina@florabama.com

Type of Franchise Requested Shuttle

Number of Vehicles Operating 1

Owner/Officers

Address

DOB

John McInnis 17401 Perdido Key Dr. 3/6/78
Pensacola, FL 32507

Cameron Price 17401 Perdido Key Dr. 11/17/72
Pensacola, FL 32507

Drivers

Address

DOB

Jennifer Larson 6131 Don Carlos Dr. 3/21/65
Pensacola, FL 32507

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

DATE PAID 1/17/25

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. _____ (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 handwritten signature in black ink, appearing to be "D. H. G.", written over a horizontal line.

Date

1/17/25



DRIVER LICENSE

ALABAMA



NO. 7995450 CLASS DMV
DOB 11-17-1972 EXP 10-25-2026

CAMERON STALKER

PRICE

28404 BURKHARDT
ORANGE BEACH AL 36561

ENDORSEMENTS

ISS 10-25-2022

HT 6 FT 6 IN WT 180 LBS
EYES BROWN HAIR BROWN

CS

Secretary Hal Taylor
Secretary of Law Enforcement

VETERAN

11:12

< Inbox Scanned image fr...

File Format: PDF MMR(G4)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY
DRIVER LICENSE DIVISION
301 SOUTH BAYLEY STREET | P.O. BOX 1471 | MONTGOMERY, AL 36102-1471
PHONE 334-676-6002 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

JOHN MALCOLM MCINNIS III
28200 CANAL RD
ORANGE BEACH AL 36561-4401

12-Mar-2025
Letter ID: L0009008002



This temporary license is valid until 04-11-2025.
Your license will be mailed to the address below.

Transaction ID 3HR-3B33-R3L6 Transaction Date 03-12-2025
Name JOHN MALCOLM MCINNIS III
Class D - Regular Operator, M - Motorcycle, V - Vessel
Mailing Address 28200 CANAL RD ORANGE BEACH AL 36561-4401

The photo and signature on this card were reused from your last issuance. It is recommended that once you are able, you purchase a license in-office to update your photo and signature. Failure to maintain a current photo/signature on file with the Alabama Law Enforcement Agency will result in the rejection of future applications to purchase a license either by mail or online.

This interim license is valid for 30 days from the issuance date. It is valid until the receipt of this interim license. Your new license will be mailed to you. If you do not receive your license within 30 days, please call 334-676-6002 for assistance.	DRIVER LICENSE ALABAMA NO. 6258036 CLASS DMV D.O.B. 03-06-1978 EXP 04-11-2025 JOHN MALCOLM MCINNIS III 28200 CANAL RD ORANGE BEACH AL 36561-4401 ENDORSEMENT REST ISS 03-12-2025 SEX M HT 5-11 EYES BLU WT 180 HAIR BRO Secretary Hal Taylor Secretary of Law Enforcement
	JOHN MALCOLM MCINNIS III CLASS: D - Regular Operator, M - Motorcycle, V - Vessel ENDORSEMENT: RESTRICTIONS:

aL0011



(no subject)

1 message

Hannah deVilliers Gatlin <hannah@florabama.com>
To: hannah@florabama.com

Mon, Mar 29, 2021 at 10:24 PM





**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.**

Cameron Price (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.

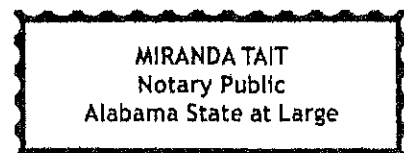
1. Is the applicant related to you by blood or marriage? YES ☒ NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 12 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: Work
4. How would you rate the applicant in the following areas? Place 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 Patricia G Brekke
Address of Character Reference 4624 Starboard LN
(city) Orange Beach (state) AL (zip) 36561
Cell phone 251 610 0836 Home phone _____ Business Phone _____

Dated: 8/13/25 Signature of Character Reference: Patricia G Brekke

Sworn before me this 13th day of March, 2025

Notary Public Signature Miranda Tait



Expires 12/2026



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.**

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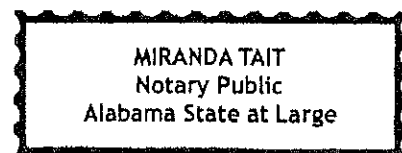
1. Is the applicant related to you by blood or marriage? YES ☒ NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 14 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: WORK
4. How would you rate the applicant in the following areas? Place 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 MICHAEL COATES
Address of Character Reference 5319 POMPAHO AVE
(city) ORANGE BEACH (state) AL (zip) 36561
Cell phone 850-291-4078 Home phone 251-981-7170 Business Phone _____

Dated: 3/13/25 Signature of Character Reference: [Signature]

Sworn before me this 13th day of March, 2025

Notary Public Signature Miranda Tait



Expires 12/2026



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.**

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

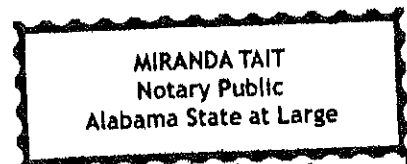
1. Is the applicant related to you by blood or marriage? ☐ YES ☒ NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 3 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: WORK
4. How would you rate the applicant in the following areas? Place 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 Kelly Appel
Address of Character Reference 63 Buena Vista Dr.
(city) Lillian (state) AL (zip) 36549
Cell phone 251 504 8197 Home phone N/A Business Phone N/A

Dated: 3/13/25 Signature of Character Reference: Kelly Appel

Sworn before me this 13th day of March, 2025

Notary Public Signature: Miranda Tait





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.**

John McInnis (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.

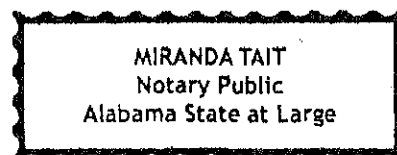
1. Is the applicant related to you by blood or marriage? ☐ YES ☒ NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 4 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: WORK
4. How would you rate the applicant in the following areas? Place 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 Kayla Nunez
Address of Character Reference 8960 Carlton St
Cell phone 251-978-4084 (city) Foley (state) AL (zip) 36535
Home phone Same Business Phone _____

Dated: 3/13/25 Signature of Character Reference: Kayla Nunez

Sworn before me this 13th day of March, 2025

Notary Public Signature: Miranda Tait



Expires 12/2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/17/2025

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 RANEY INSURANCE PO BOX 13082, PENSACOLA, FL 32591		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: 862573153225181942D011725T141334

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	983832460	07/12/2024	07/12/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,500,000 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? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	See ACORD 101 for additional coverage details.	Y	N	983832460	07/12/2024	07/12/2025	\$

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

CERTIFICATE HOLDERCity of Orange Beach
4099 Orange Beach Blvd
Orange Beach, AL 36561**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY RANEY INSURANCE		NAMED INSURED FLORA-BAMA OLD SALTS 29603 PERDIDO BEACH BLVD ORANGE BEACH, AL 36561
POLICY NUMBER 983832460		
CARRIER Progressive Specialty Insurance Company	NAIC CODE 32786	EFFECTIVE DATE: 07/12/2024

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

2021 RAM 1500 CLASSIC 3C6JR7DG4MG685414	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
Medical Payments	\$5,000 each person
2021 CHEVROLET EXPRESS G3500 1GAZGNF74M1177907	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
Medical Payments	\$5,000 each person
2022 MERCEDES-BENZ SPRINTER W1X8ED3Y6NT109937	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
Medical Payments	\$5,000 each person

Liability coverage may not apply to all scheduled vehicles.

Additional Information

The Certificate holder is an additional insured if required by written contract executed by the named insured prior to the occurrence of any loss, per blanket AI endorsement.



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 18, 2025**

Departments: City Clerk

Description of Topic: Resolution amending the fee schedule and adopting operational policies for the Orange Beach Golf Center. (NA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-02-25 25-xxx Establish Fees Golf Course Revised Adopt Policies
2. Draft - Orange Beach Golf Center Policy 2025

RESOLUTION NO. 25-xxx

**A RESOLUTION AMENDING THE FEE SCHEDULE AND
ADOPTING OPERATIONAL POLICIES
FOR THE ORANGE BEACH GOLF CENTER**

FINDINGS:

1. The Orange Beach City Council finds it to be in the best interest of the City of Orange Beach to amend the schedule of fees and adopt operational policies for the City of Orange Beach Golf Center.

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

1. That the schedule of fees for the use of the Orange Beach Golf Center is hereby amended to be as follows:

Annual Golf Membership

Orange Beach Resident	\$250.00 per year
Resident or non-resident 18 years of age and younger	\$50.00 per year
Non-Resident	\$350.00 per year
Three Month Non-Resident	\$250.00
City of Orange Beach Employee and Family	No Charge

Member Fees

Walk the Course	Free
Pull-Cart Rental	\$3.00, plus tax
Electric Cart Rental	\$11.00 (Must be 16 to operate), plus tax

Non-Member Greens Fees

9 Holes (Including Cart)	\$20.00, plus tax
18 Holes (Including Cart)	\$30.00, plus tax
9 Hole (Walking)	\$15.00, plus tax
18 Holes (Walking)	\$25.00, plus tax
Each Additional 9 Holes (Walking or Cart)	\$10.00, plus tax

Annual Cart Plans

Golf Cart, Member	\$250 per year
Pull Cart, Member	\$100 per year

Fundraising Tournament Fee

18 Holes	\$20.00, plus tax regardless of membership status
----------	--

2. That the Mayor is hereby authorized to grant exceptions to the Fee Schedule for local civic organizations. The Council hereby determines an exception under this clause serves a public purpose as promoting events open to the general public and enhancing community spirit and growth;
3. That the Orange Beach Golf Center Policies (attached Exhibit A) are hereby adopted; and
4. That this resolution shall become effective immediately upon adoption.

ADOPTED THIS 2nd DAY OF APRIL, 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 April 2, 2025.

City Clerk



Orange Beach Golf Center

Policies – Drafted March 2025

The Orange Beach Golf Center is owned and operated by the City of Orange Beach and adheres to the following rules and regulations to ensure the enjoyment, safety, and protection of all patrons. These regulations facilitate orderly and enjoyable play on the course. The City of Orange Beach reserves the right to amend or modify these rules as necessary. Patrons are responsible for familiarizing themselves with all policies.

General Rules & Policies

Hours of Operation:

- **Clubhouse:** 7:00 AM - 5:00 PM
- **Golf Course:** 8:00 AM - 5:00 PM
- **Golf Cart Return Hours:**
 - Spring: 8:00 AM - 6:00 PM
 - Fall: 8:00 AM - 5:00 PM

Membership Terms & Payment

- Memberships are valid for one (1) year from the date of application approval.
- Members may renew or terminate their membership in writing after the initial term.
- Memberships are final sale.
- Orange Beach residents must provide proof of residency (driver's license, utility bill, or tax bill).

Course Access & Play

- All players must check in at the clubhouse before starting a round.
- Play must begin at the first tee unless otherwise directed by staff.
- Patrons are prohibited from starting play from private residences or unauthorized locations.
- Cutting in is not permitted at any time.

Children on the Course

- An adult must accompany children under 10 at all times at the driving range.
- Children aged 5 and older may play on the course but must be accompanied by an adult until the age of 12.
- Golf cart drivers must be at least 16 years old and possess a valid driver's license.
- An adult is defined as a person 21 or older.

Facility Policies

- **Non-Smoking Policy:** The clubhouse is a non-smoking facility.
- **Patron Conduct:** Integrity, respect, and sportsmanship must always be demonstrated.
- **Clubhouse Events:** The facility can host private events and tournaments.
- **Staff Interactions:** Patrons must not reprimand or abuse employees. Complaints should be directed to the Golf Center Manager.
- **Liability:** The Golf Center assumes no responsibility for personal injury or property loss.
- **Damage Responsibility:** Patrons are liable for any damage caused to club property or private property outside of the golf course grounds.
- **Parking:** Parking is permitted only in designated areas. Changing clothes in the parking lot is not allowed.
- **Vehicle Liability:** The Golf Center is not responsible for vehicle loss or damage.
- **Personal Coolers:** Not allowed unless medically necessary.
- **Alcohol Policy:** Beverages must be purchased on-site. Outside alcohol is prohibited.
- **Advertising & Solicitation:** Unauthorized commercial advertising and solicitation are prohibited.
- **Golf Instruction:** Only authorized professionals may provide lessons on-site.
- **Pets:** Only service animals are permitted per ADA guidelines. Owners are responsible for any damages caused by their animals.

Rain Policy

- Rain checks for greens and/or cart fees will be issued if four holes or fewer are completed.
- Players must apply for rain checks immediately upon stopping play.



- Players assume all risks of inclement weather. An airhorn will signal dangerous conditions, at which point patrons must seek shelter immediately.
-

Golf Course Policies

Starting Times

- Tee times are not required. Play is on a first-come, first-served basis.

Golf Cart Rules

- Private carts and unauthorized vehicles are prohibited.
- Carts must be rented from the clubhouse.
- Spectators requiring a cart must pay a rental fee.
- Carts must remain on the cart path at all times.
- Carts must be kept at least 15 yards from greens and tees.
- Maximum of two occupants per cart.
- Report any cart malfunctions immediately. Patrons are responsible for any damage caused.
- Parking brakes must be set when carts are stationary.

Walking Policy

- Walking is permitted at all times.
- Pull carts are allowed but must not be taken onto the greens.

Golf Course Etiquette

- Follow USGA Rules and local regulations.
- Maintain a pace of play of two hours per nine holes.
- Be courteous to other players and avoid unnecessary delays.
- Leave greens immediately after completing a hole.
- Repair ball marks, fill divots, and dispose of trash properly.

- Use rakes to smooth bunkers after use.
- Intentional damage to the course will result in fines or suspension.
- Range balls must remain in designated practice areas.

Complaints & Disciplinary Actions

- Patrons may submit complaints or suggestions to the Golf Center Manager.
- Reports of rule violations are confidential.
- The Golf Center Manager and Parks and Recreation Director will determine appropriate disciplinary actions, including potential suspensions or terminations.



**REGULAR COMMITTEE OF THE WHOLE MEETING
MARCH 18, 2025**

Departments: City Clerk

Description of Topic: Set a public hearing date for an Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0408-PUDA-25, Village of Tannin PUD Modification, Lot 1 Land Use Designation. (Suggested date 4/15/2025) (GP)

Background/Description: Aquaholics Investments LLC requests approval of a minor amendment to the Village of Tannin PUD Master Plan to change the land use designation of Lot 1 of Village of Tannin Town Center from special purpose (firehouse) to single-family residential. The property is located at 1 Market Street.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None