



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Work Session 05/05/2025
2. Regular Council Meeting 05/06/2025
3. Committee of the Whole 05/06/2025

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

Resolutions

1. Resolution authorizing the execution of an installation, operation, and maintenance agreement with the Alabama Department of Transportation for a new traffic control signal on State Highway 180 at Wharf Parkway East. (CP)
2. Resolution authorizing a franchise for CrozzzzCabz, Inc., to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. (TC)
3. Resolution authorizing a franchise renewal for "A" Ms. Mary Taxi Service LLC, dba A-1 Ms. Mary Taxi Service) to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. (TC)

Public Hearings

1. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0607-PUDA-25, Oasis at Orange Beach (formerly Phoenix West II) PUD Modification, Signage Amendment. (Suggested date 6/17/2025) (GP)

Ordinances

V. Public Comments

VI. Adjourn

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
MAY 5, 2025 – 11:00 A.M.
COASTAL ARTS CENTER**

The Orange Beach City Council met on May 5, 2025, at 11:00 A.M. with Mayor Tony Kennon presiding.

The following members were present:

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

The following members were absent:

None

The following items were discussed:

1. Wetlands setbacks.
2. Police Department review with Chief Brown.
3. Island renourishment update by Adam Roberson, Community Development Director, and Woody Speed, Coastal Regulatory Manager.
4. Coastal Alabama Business Chamber request presented by Greg Alexander, President & CEO.
5. Veterans Memorial construction progress and estimated completion date.
6. IT update by Lance Alexander, CBI.
7. Tannin Planned Unit Development (PUD) update.
8. Hot Shop request by Desiree Hodge, Arts Director, and Adam Roberson, Building Official.
9. Business license issues.
10. Central Church request.
11. Fire Medic pay.
12. Next council work session.

There being no further business, the meeting adjourned.

Time: 4:50 P.M.

APPROVED this 3rd day of June, 2025.

Renee Eberly
City Clerk

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
MAY 6, 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** Councilmember Joni Blalock
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

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

Absent: None

V. CONSIDERATION OF AGENDA

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

Work Session	04/01/2025
Regular Council Meeting	04/02/2025
Committee of the Whole	04/02/2025

The reading was waived and minutes were approved as written.

VI. 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> | No report. |

VII. AUDITING OF ACCOUNTS

Motion made (Mitchell/Silvers) to certify that cash requirements with no related interests are within budget and appropriate for payment. Vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**

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

VIII. PRESENTATIONS

1. Proclamation declaring May 2025 as Mental Health Awareness Month. Renee Eberly, City Clerk, read the proclamation aloud. Katie Cargle, NAMI (National Alliance on Mental Illness) Baldwin County, accepted the proclamation.

IX. RECOGNITIONS

X. UNFINISHED BUSINESS

1. Second Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0408-PUDA-25, Village of Tannin PUD Modification, Lot 1 Land Use Designation. **Motion made (Blalock/Johnson) to postpone consideration until June 3, 2025.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**

XI. NEW BUSINESS

Miscellaneous

1. Approval of a Special Retail (More than 30 Days) Liquor License Application by Zahr Entertainment LLC for Festiva on Canal, 26831 Canal Road, Unit 3. **Motion made (Silvers/Blalock) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**

Resolutions

1. Resolution authorizing execution of a software service agreement with Zapp Software, LLC, for the 2026 Festival of Art, 2026 Seafood Festival, and 2025 Freedom Fest. **Motion made (Mitchell/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution authorizing execution of a service agreement by and between the City of Orange Beach and Coastal Cats & Critters, Inc., for the housing and care of feral cats removed from active beach mouse habitats. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution authorizing execution of a service agreement by and between the City of Orange Beach and Safe Harbor Animal Coalition (SHAC) for the removal of feral cats from active beach mouse habitats. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution authorizing the execution of a professional services agreement with Goodwyn, Mills & Cawood, Inc., for engineering, design, and testing. **Motion made (Boyd/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution authorizing the execution of a task order with Goodwyn, Mills & Cawood, Inc., to perform a Discharge Information Zone (DIZ) study for the Orange Beach Wastewater Treatment Plant in an amount not to exceed \$54,435. **Motion made (Blalock/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution authorizing the Mayor to execute a Pipeline Right-of-Way Contract with the Alabama Department of Conservation of Natural Resources (ADCNR) for access to operate and maintain sanitary and storm sewers. **Motion made (Mitchell/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

7. Resolution appointing Grant Nichols to the Board of Adjustment. Motion made (Silvers/Boyd) to adopt the resolution. Vote unanimous in favor. **Motion passed.**
8. Resolution authorizing execution of a service agreement with Verified First, LLC, for human resources background checks. Motion made (Johnson/Blalock) to adopt the resolution. Vote unanimous in favor. **Motion passed.**
9. Resolution authorizing execution of a software service agreement with GovernmentJobs.com, Inc., dba NeoGov, to integrate Verified First background checks for the Human Resources Department. Motion made (Silvers/Mitchell) to adopt the resolution. Vote unanimous in favor. **Motion passed.**
10. Resolution authorizing the City of Orange Beach to raise funds for the Baldwin County Child Advocacy Center. Motion made (Blalock/Mitchell) to adopt the resolution. Vote unanimous in favor. **Motion passed.**
11. Resolution awarding the bid for Softball and Baseball Field Light Installation to Armstrong Electrical Contractors, LLC, in an amount not to exceed \$142,159. Motion made (Johnson/Silvers) to adopt the resolution. Vote unanimous in favor. **Motion passed.**
12. Resolution amending Resolution No. 25-091 and authorizing the purchase of Two Vehicles for the Public Works Street Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$124,824. Motion made (Silvers/Mitchell) to adopt the resolution. Vote unanimous in favor. **Motion passed.**
13. Resolution authorizing the purchase of Three Vehicles for the Police Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$144,243. Motion made (Blalock/Silvers) to adopt the resolution. Vote unanimous in favor. **Motion passed.**

Public Hearings

1. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0401-RZ-25, Twilley Property Rezoning.

Griffin Powell, City Planner, presented the request by Ron Tilley Builders, on behalf of Ron and Darlene Twilley, for approval to rezone Lot 44 of Emma Burkart Subdivision from General Business (GB) to Single-Family Residential (RS-1). The property is located at 28226 Canal Road.

There being no comments, the public hearing was adjourned.

2. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0409-ZT-25, Zoning Text Amendment, Article 8, Parking Requirements for Automotive Repair, Service Stations, and Car Washes.

Griffin Powell, City Planner, presented the request by the Community Development Department to modify parking requirements for automotive repair and service centers.

Mayor Kennon clarified that the proposed amendment reduces parking requirements.

There being no comments, the public hearing was adjourned.

3. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0410-ZT-25, Zoning Text Amendment, Article 4, Wetlands Density and Minimum Setbacks.

Griffin Powell, City Planner, presented the request by the Community Development Department to modify density calculations related to wetlands and wetland setbacks.

Mayor and Council generally agreed that more data and consideration of unintended consequences is needed. Council discussed possible partial adoption, implementing a moratorium, and/or postponement until after a comprehensive study has been conducted.

Mayor and Council explained that the reason this action is being considered is because of complaints of residential flooding possibly being exacerbated by new constructions.

John Price, 5112 Pine Way, attorney, spoke in opposition of the amendment.

John “Tater” Harris, 26276 St. Lucia Drive, spoke in opposition of the amendment.

Jason Alley, Bayshore Towers resident, Margaritaville, asked for a clearer definition of “wetlands.”

Matt Cook, 31357 Pine Run, owner of undeveloped property, spoke in opposition of the amendment.

Bruce Bigler, 31421 Dolphin Drive, Bay Area Developer, spoke in opposition of the amendment.

John “Tater” Harris asked if the amendment would lower property tax revenue for the city. Mayor Kennon responded that taxes on undeveloped property are relatively low and would not affect current revenues.

Vince Lucido, 26572 Bay Circle, Lucido Engineering & Surveying, spoke in opposition of the amendment.

Robert Stuart, 5550 Pinewood Circle, Planning Commission Chair, spoke in support of city officials and staff.

Mark Taupeka, attorney, urged city officials to consider legal ramifications. Mayor Kennon responded that “takings” are finely defined legal terminology and are not based on speculative value of undeveloped property.

There being no further comments, the public hearing was adjourned.

Ordinances

1. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0401-RZ-25, Twilley Property Rezoning. **Motion made (Blalock/Silvers) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).** **Motion made (Blalock/Boyd) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**
2. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0409-ZT-25, Zoning Text Amendment, Article 8, Parking Requirements for Automotive Repair, Service Stations, and Car Washes. **Motion made (Boyd/Silvers) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).** **Motion made (Boyd/Mitchell) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**
3. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0410-ZT-25, Zoning Text Amendment, Article 4, Wetlands Density and Minimum Setbacks. No action taken. Ordinance will move forward to a second reading.
4. First Reading – Ordinance declaring City-owned real property as unneeded for municipal purposes and authorizing the execution of a ground lease agreement with the Solid Waste Disposal Authority of Baldwin County, Alabama, Inc. **Motion made (Johnson/Silvers) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).** **Motion made (Mitchell/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).**

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: 6:29 P.M.

APPROVED this the 3rd day of June, 2025.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
MAY 6, 2025 – 6:29 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the May 20, 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. Discuss request by Couch Aggregates, LLC, for a temporary trailer at 22801 Canal Road.
2. Resolution authorizing the purchase of an access control system for the Police Department through State Bid from Vision Security Technologies Inc. in the amount of \$59,228.57.
3. Resolution authorizing the purchase of a video surveillance system for the Police Department through State Bid from Vision Security Technologies Inc. in the amount of \$63,057.15.
4. Resolution authorizing execution of a software service agreement with Southern Software, Inc., for inmate records and jail management.
5. Resolution establishing fees for the Orange Beach Shooting Complex and adopting policies for the operation thereof.
6. Resolution authorizing the execution of an automatic aid agreement with Escambia County, Florida.
7. Resolution authorizing the execution of a mutual aid agreement for law enforcement and other public safety services with the City of Bay Minette, Alabama.
8. Resolution authorizing the execution of a mutual aid agreement for law enforcement and other public safety services with Coastal Alabama Community College.
9. Resolution awarding Assistant Police Chief Robert Howard his duty weapons and badge as part of his retirement benefits.
10. Resolution awarding Officer Kenneth Clouse his duty weapons and badge as part of his retirement benefits.
11. Resolution amending the Employees Pay Plan/Job Listing to add the positions of Industrial Maintenance Electrician and Senior Human Resources Generalist.
12. Resolution awarding the proposal for a Strategic and Comprehensive Plan contractor.
13. Resolution authorizing the execution of an agreement with the Pensacola and Perdido Bays Estuary Program for marine debris volunteer project coordination, trash removal, and coastal vegetation planting.

14. Resolution authorizing the purchase of a Dump Truck for the Utilities Department through the National Joint Purchasing Alliance from Empire Truck Sales, LLC, in the amount of \$128,500.
15. Resolution authorizing the execution of a task order with Foth Infrastructure & Environment, LLC, to perform engineered beach annual monitoring in the amount of \$54,800.
16. Resolution authorizing execution of professional services agreements with Alicia Arrington for special needs aide services for the Expect Excellence Program.
17. Ordinance accepting ownership of the Bear Point Cemetery and amending the Code of Ordinances to establish a new chapter entitled, "Municipal Cemetery."
18. Ordinance declaring City-owned real property as unneeded for municipal purposes and authorizing the execution of a real estate purchase agreement with The Wharf Landing, LLC.
19. Reminder: Public hearing and first reading for consideration of Conditional Use Approval for Case No. 0502-CU-25, Bayside Garages at Orange Beach on May 20, 2025.

Public Comments:

1. John McCabe, 4976 Bay Drive, thanked Mayor and Council for their support of the senior softball group. He also complimented the Sportsplex staff, and challenged the Fire and Police Departments to a game.
2. Councilmember Blalock recognized the Orange Beach High School Girls Softball Team who are headed to the regional championship.
3. Councilmember Boyd recognized the City mechanics for the good work they do.

There being no further business, the meeting adjourned.

Time: 6:39 P.M.

APPROVED this 3rd day of June, 2025.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
MAY 20, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of an installation, operation, and maintenance agreement with the Alabama Department of Transportation for a new traffic control signal on State Highway 180 at Wharf Parkway East. (CP)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-03-25 25-xxx Authorize Maintenance Agreement Traffic Control Signal ALDOT SR-180
2. 2025.05.16 Maintenance Agreement ALDOT SR180 - Traffic Signal Wharf Parkway East

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INSTALLATION, OPERATION, AND MAINTENANCE AGREEMENT WITH
THE ALABAMA DEPARTMENT OF TRANSPORTATION FOR A NEW
TRAFFIC CONTROL SIGNAL ON STATE HIGHWAY 180 AT WHARF PARKWAY EAST**

FINDINGS:

1. The purpose of these Agreements is for the City of Orange Beach to become the maintaining entity of a new traffic control signal on State Highway 180 at Wharf Parkway East.
2. The City of Orange Beach will reimburse the Alabama Department of Transportation (ALDOT) for the maintenance of the traffic control signals and provide the funding for the operation of the adaptive signal system.
3. After having reviewed said agreement (attached Exhibit A), the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute the Agreement for the installation, operation, and maintenance of a new traffic control signal in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the Alabama Department of Transportation (ALDOT) as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 3rd DAY OF JUNE, 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 June 3, 2025.

City Clerk

Region Tracking Number: _____ Project Number: _____

Region: _____ County: _____

STATE OF ALABAMA *acting by and through the*
ALABAMA DEPARTMENT OF TRANSPORTATION: AGREEMENT for the
INSTALLATION and/or OPERATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or
ROADWAY LIGHTING

This Agreement, in accordance with resolution number _____ dated (or minutes dated) _____ attached hereto and made part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE) and the _____ (herein referred to as **MAINTAINING AGENCY**) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation	(E) Maintenance
Traffic Control Signal:	☐	☐	☐	☐	☐
Intersection Flashing Signal/Beacon:	☐	☐	☐	☐	☐
Roadway Lighting:	☐	☐	☐	☐	☐
Other: _____	☐	☐	☐	☐	☐

The accomplishment of the work indicated by the alphabetic letter of "X" marked in the check-box(es) above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, D, and/or E as applicable, will be at the following location(s): *{Example: AL-3/US-31 @ Main Street [A, D, & E] denotes the installation, operation, and maintenance of the equipment installed}* **NOTE** – if more space is needed, please use continuation sheets.

- For the purposes of this Agreement, "equipment and/or associated hardware" shall refer to the equipment and/or associated hardware used to install, upgrade, maintain, and/or operate traffic control signals, intersection flashing signals/beacons, roadway lighting, and/or other as specified in the chart above.
- In the event the work to be accomplished above is identified by (A) and/or (B), the ☐ STATE ☐ MAINTAINING AGENCY will furnish and the ☐ STATE ☐ MAINTAINING AGENCY will install the equipment and/or associated

hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively, the “**Exhibit O**” is attached to and made part of this Agreement.

3. The equipment and/or associated hardware shall be installed in accordance with the applicable portions of the:
 - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
 - B. State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
 - C. National Electrical Code, current edition.
 - D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
 - E. Code of Alabama, 1975 (as Amended) with specific reference to:
 - (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
 - (2) §32-5A-32, Traffic – Control signal legend.
 - (3) §32-5A-33, Pedestrian – Control signals.
 - (4) §32-5A-34, Flashing signals.
 - (5) §32-5A-35, Lane – Direction – Control signals.
4. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE’s Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE’s Bureau of Materials and Tests.
5. It is the sole responsibility of the MAINTAINING AGENCY to locate and/or relocate any and all utilities in conflict with the installation, upgrade, and/or maintenance of equipment and associated hardware prior to commencing work to install, upgrade, and/or maintain equipment and associated hardware. The MAINTAINING AGENCY will locate and/or relocate such utilities in accordance with all applicable Federal and State laws, regulations, and procedures. Associated utility costs will be at the sole expense of the MAINTAINING AGENCY. In the event utilities are damaged during the installation, upgrade, and/or maintenance of equipment and associated hardware due to failure of the MAINTAINING AGENCY to relocate and/or relocate such utilities, the MAINTAINING AGENCY shall be responsible for providing the funding to pay for any and all associated costs to repair the utilities.
6. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.
7. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The MAINTAINING AGENCY agrees further to maintain the equipment and/or associated hardware in a good state of repair at all times, as required in

accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

- 7a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.
- 8a. Installation requests made by the MAINTAINING AGENCY and identified on page one as “(A) New Installation” with “Traffic Control Signal” marked must follow the Traffic Signal Warrant and Justification procedure as identified in the Alabama Department of Transportation Traffic Signal Design Guide and Timing Manual, latest edition. For any warrant study/analysis which does not satisfy a traffic signal warrant or warrants, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused. A copy of the warrant study/analysis shall be attached to and made part of this Agreement.
- 8b. Check one:

The ☐ CITY (Incorporated Municipality)

Subject to the limitations on damages applicable to municipal corporations under Alabama Code § 11-47-190(1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney’s fees arising out of, connected with, resulting from, or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction or tangible property (other than the work itself), including loss of use therefrom, and including but not limited

to attorney's fees, caused by the willful, negligent, careless, or unskillful acts of the CITY, its agents, servants, representatives, or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation, or reimbursement by the CITY, its agents, servants, representatives, or employees, or anyone for whose acts the CITY may be liable.

The ☐ COUNTY (County Government or Agency)

The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever, or any amount paid in compromise thereof arising out of, connected with, or related to (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the MAINTAINING AGENCY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

9. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the ☐ STATE ☐ MAINTAINING AGENCY.
10. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the MAINTAINING AGENCY. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.
11. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the MAINTAINING AGENCY.

12. At such time as a warrant study is conducted on an existing signalized intersection and the results differ from the previous warrant study conducted at that signalized intersection, a new Agreement for Installation and/or Operation and/or Maintenance of Traffic Control Signals and/or Roadway Lighting shall be executed with the MAINTAINING AGENCY.

13. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "**Exhibit M**" is attached to and made a part of this Agreement.

14. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional Provision or Amendment, then the conflicting provision in this Agreement shall be deemed null and void.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

15. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows: {Example: 5 – 3 sec, 12", red ball, yellow/green left arrow. OPTION: If plans are available to convey information below, just enter "**SEE ATTACHED PLANS**".} **NOTE** – If more space is needed, please use continuation sheets.

TYPE OF SIGNAL		CONTROLLER	
☐ Traffic Control	☐ Pedestrian Control	Make: Econolite	Model #: Cobalt
☐ Flashing	☐ Lane Control	☐ Fixed Time	☐ Two Phase
☐ School Flasher	☐ Railroad Crossing	☐ Semi Actuated	☐ Four Phase
☐ Other: _____		☐ Full Actuated	☐ Eight Phase
_____		☐ Other: _____	
_____		SYSTEM ☐ YES ☐ NO	

16. In the event the work to be accomplished is identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the ☐ STATE ☐ MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.
17. By entering into this agreement, the MAINTAINING AGENCY is not an agent of the State, its officers, employees, agents or assigns. The MAINTAINING AGENCY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
18. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Region Engineer.

(Seal of MAINTAINING AGENCY)

Legal Name of MAINTAINING AGENCY

Attest: _____
(Seal or notary signature)

By: _____
Authorized Signature for MAINTAINING AGENCY

Agreement Recommended for approval:

By: _____
Area Traffic Engineer Signature

STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION

The within and foregoing Agreement is hereby approved on this _____ day
of _____, 20_____.

APPROVED:

RECORDED:

By: _____
Region Engineer Signature

By: _____
State Traffic Engineer Signature

Date: _____
(Added to Archive)



**REGULAR COMMITTEE OF THE WHOLE MEETING
MAY 20, 2025**

Departments: City Clerk

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

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-03-25 25-xxx Authorize Franchise Taxi CrozzzzCabz
2. 2025.05.12 Franchise Renewal - Taxi - CrozzzzCabz_public

RESOLUTION NO. 25-xxx

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

FINDINGS:

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

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

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

ADOPTED THIS 3rd DAY OF JUNE, 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 June 3, 2025.

City Clerk

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

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

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

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

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

SECTION 1 - Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Classified as a limousine as herein defined.

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

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

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

SECTION 2 - Grant of Franchise

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

SECTION 3 - Term of Franchise

Unless sooner terminated, suspended, or revoked, the term of this Franchise shall begin upon the day of execution and expire on December 31, 2026.

SECTION 4 - Fares and Receipts

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

SECTION 5 - Termination or Suspension of Franchise Rights

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

SECTION 6 - Compliance with All Applicable Laws and Regulations

Franchisee shall at all times be and remain in compliance with City Code, all other municipal laws and regulations, and all other State and Federal laws and regulations applicable to its business and operations, including, without limitation, all licensing and taxation laws and regulations.

SECTION 7 - General Provisions

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

Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

CROZZZZCABZ, INC.
Franchisee

By: _____

Its: _____

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

RECITALS:

1. The City of Orange Beach, Alabama ("City") by action of its City Council on December 13, 2023, 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 CrozzzzzCabz, Inc. ("Provider").
2. The Resolution requires the Provider to accept the terms of the Resolution in a form and substance acceptable to the City.

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

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

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

Dated: _____

CROZZZZCABZ, INC.

By: _____

Its: _____



36947

#1386

\$250.00

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

☐ NEW
☒ RENEWAL

Legal Name of Business

Applicant's Name

Mailing Address

Physical Address of Terminal (Office)

Physical Address Vehicle Storage

Telephone

E-Mail

Type of Franchise Requested

Number of Vehicles Operating

Owner/Officers

Address

DOB

Drivers

Address

DOB

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

Completed app 3/8/25
DATE PAID 3/20/25

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

DRIVER LICENSE
ALABAMA

NO. 4693922 CLASS DM
D.O.B. 03-04-1963 EXP 10-01-2025
ROBERT DAVID
GROSBY
841 E 23RD AVE
GULF SHORES AL 36542-3127
ENDORSEMENTS REST
ISS 06-29-2021 SEX M HT 5'09" EYES BLU
WT 180 HAIR BRO

Secretary of Law Enforcement
Robert D. Crosby



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.**

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

1. Is the applicant related to you by blood or marriage? ☐ YES ☒ NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 20 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: Friend
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.

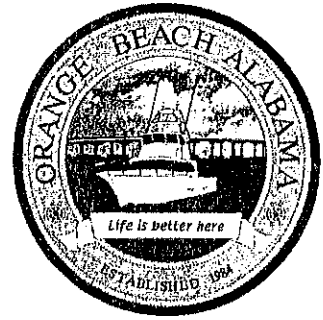
Print Name of Character Reference Jonathan D. Waite
Address of Character Reference 100 McKeeough Ave Apt 1702
(city) Sarasota (state) FL (zip) 36571
Cell phone 941 225 5303 Home phone _____ Business Phone _____

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

Sworn before me this 25 day of March, 2025

Notary Public Signature [Signature]

DOROTHY VALERIE DRYJA
Notary Public
Alabama State at Large



TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

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

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

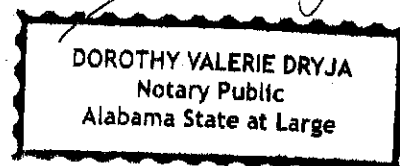
1. Is the applicant related to you by blood or marriage? YES ☒ NO ☐
If yes, stop here and return form to applicant.
2. I have known the applicant for 20 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: Friend
4. How would you rate the applicant in the following areas? 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 Melissa Weidinger
Address of Character Reference 601 E 23rd Ave
(city) Gulf Shores (state) AL (zip) 36542
Cell phone 251-269-0100 Home phone _____ Business Phone _____

Dated: 3/25/25 Signature of Character Reference: Melissa Weidinger

Sworn before me this 25 day of March, 2025

Notary Public Signature Dorothy Dryja





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2025

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 Thomas, Harrison & Assocs Ins. Agcy Inc PO BOX 507, MONTROSE, AL 36559	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing	
	PHONE (A/C, No, Ext): 1-800-444-4487	FAX (A/C, No):
INSURED CROZZZZ CABZ, INC. 841 E 23rd Ave Gulf Shores, AL 36542	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:		
NAIC # 32786		

COVERAGES **CERTIFICATE NUMBER:** 558849646466513503D050825T193914 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
							\$
							\$
							\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$100,000
	ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	N	N	989014708	11/04/2024	11/04/2025	BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	See ACORD 101 for additional coverage details.	N	N	989014708	11/04/2024	11/04/2025	\$
	UNINSURED MOTORIST						100,000

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

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



AGENCY CUSTOMER ID: _____
LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Thomas, Harrison & Assocs Ins. Agy Inc		NAMED INSURED CROZZZZ CABZ, INC. 841 E 23rd Ave Gulf Shores, AL 36542
POLICY NUMBER 989014708		
CARRIER Progressive Specialty Insurance Company	NAIC CODE 32786	EFFECTIVE DATE: 11/04/2024

ADDITIONAL REMARKS

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

Description of Location/Vehicles/Special Items

Scheduled autos only

2015 FORD ECONOLINE 1FDEE3FL8FDA07379



**REGULAR COMMITTEE OF THE WHOLE MEETING
MAY 20, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing a franchise renewal for "A" Ms. Mary Taxi Service LLC, dba A-1 Ms. Mary Taxi Service) 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. 06-03-25 25-xxx Authorize Franchise Taxi A-1 Ms Mary
2. 2025.05.12 Franchise Renewal - Taxi - A-1 Ms Mary Taxi Service_public

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING A FRANCHISE RENEWAL FOR
“A” MS. MARY TAXI SERVICE LLC (DBA A-1 MS. MARY TAXI SERVICE)
TO OPERATE A TAXI SERVICE WITHIN THE CITY LIMITS AND
POLICE JURISDICTION OF THE CITY OF ORANGE BEACH**

FINDINGS:

1. “A” Ms. Mary Taxi Service LLC, doing business as A-1 Ms. Mary Taxi Service, 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 “A” Ms. Mary Taxi Service LLC, dba A-1 Ms. Mary Taxi Service, subject to final review by the City Attorney; and
2. “A” Ms. Mary Taxi Service LLC, dba A-1 Ms. Mary Taxi Service, within 30 days, shall file its acceptance of the terms of the franchise in the form attached.

ADOPTED THIS 3rd DAY OF JUNE, 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 June 3, 2025.

City Clerk

**FRANCHISE AGREEMENT AUTHORIZING
“A” MS. MARY TAXI SERVICE LLC (DBA A-1 MS. MARY TAXI SERVICE)
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 “A” MS. MARY TAXI SERVICE LLC, dba A-1 MS. MARY TAXI SERVICE (hereinafter “Franchisee”).

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

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

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

SECTION 1 - Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Classified as a limousine as herein defined.

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

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

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

SECTION 2 - Grant of Franchise

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

SECTION 3 - Term of Franchise

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

SECTION 4 - Fares and Receipts

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

SECTION 5 - Termination or Suspension of Franchise Rights

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

SECTION 6 - Compliance with All Applicable Laws and Regulations

Franchisee shall at all times be and remain in compliance with City Code, all other municipal laws and regulations, and all other State and Federal laws and regulations applicable to its business and operations, including, without limitation, all licensing and taxation laws and regulations.

SECTION 7 - General Provisions

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

Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

"A" MS. MARY TAXI SERVICE LLC
dba A-1 MS. MARY TAXI SERVICE
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 October 17, 2023, 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 "A" Ms. Mary Taxi Service LLC, dba A-1 Ms. Mary Taxi Service ("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.

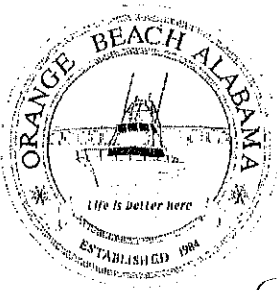
Failure to perform all such actions within a timely manner shall be deemed to be a rejection and repudiation of the Franchise Agreement.

Dated: _____

"A" MS. MARY TAXI SERVICE LLC
dba A-1 MS. MARY TAXI SERVICE

By: _____

Its: _____



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

11055

☐ NEW

☒ RENEWAL

Legal Name of Business

(DBA)

A-1 MS. MARY TONI SERVICE

Applicant's Name

A MS. MARY TONI SERVICE, LLC

Mailing Address

2508 Hendrix Ave. Gulf Shores, AL 36542

Physical Address of Terminal (Office)

Same as above

Physical Address Vehicle Storage

Same as above

Telephone

2519819300

E-Mail

marytoni@a1ms.com

Type of Franchise Requested

Taxi

Number of Vehicles Operating

2

Owner/Officers

Address

DOB

Terri Dixon

Same

12/7/62

Drivers

Address

DOB

Terri Dixon

Same

12/7/62

Andrew Leland

Same

4/23/80

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

Completed full app. 5/8/25

DATE PAID 1-31-25

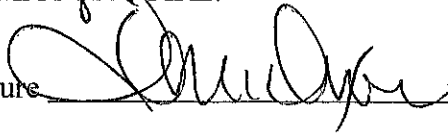
1. Attach copy of driver's license for ALL owners, officers and drivers.
 2. Attach at least two (2) completed Applicant Reference Forms, for applicant and each owner/officer.
 3. Attach a copy of proof of insurance showing City of Orange Beach as additional insured.
 4. Attach a financial statement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



Date

1-31-25

DRIVER LICENSE

ALABAMA

NO. 7994932 CLASS DV
DOB 12-07-1962 EXP 04-27-2027

TERRELL LYNN
DIXON

2508 HENRIETTA FULFORD PL
GULF SHORES AL 36542-4086

ENDORSEMENTS REST
ISS 04-28-2023 SEX F 5-05 EYES GRN
WG 200 HAIR BRN

Terrell Dixon

Secretary Hal Taylor
Secretary of Law Enforcement



ARKANSAS

DRIVER'S LICENSE

NOT FOR
FEDERAL ID

CLASS D

DLN 933588232 EXP 04/23/1984



JENKINS
ANDREA MARIE

1309 PEYTON AVE
ASHDOWN AR 71822-8350

ISS 02/05/2019 EXP 04/23/2027

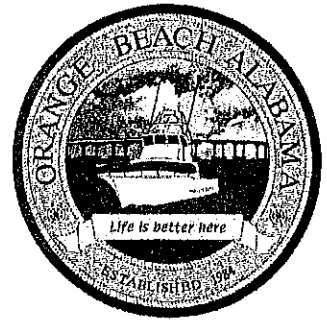
SEX F HGT 5-02 EYES HAZ

END NONE

RESTR B

DD 132361932E 4107

Handwritten signature



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.**

Terri Dixon
Charlene Mink (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.

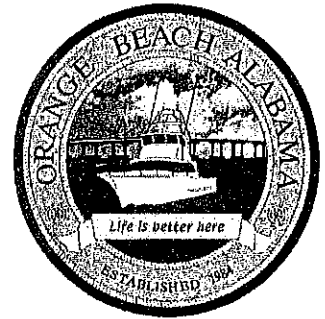
1. Is the applicant related to you by blood or marriage? ☐ YES ☒ NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 19 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: I'm her customer
4. How would you rate the applicant in the following 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 Charlene Mink
Address of Character Reference 913 East Canal Rd.
(city) Gulf Shores (state) AL (zip) 36542
Cell phone 251-461-8966 Home phone _____ Business Phone _____

Dated: 1/31/25 Signature of Character Reference: Charlene Mink

Sworn before me this 31 day of Jan, 2025

Notary Public Signature Amber Caldwell



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.**

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

1. Is the applicant related to you by blood or marriage? YES ☒ NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 2 1/2 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: Teller
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 Bethany McClinton
Address of Character Reference 24254 Canal Rd
(city) Orange Beach (state) AL (zip) 36561
Cell phone 251-210-3553 Home phone _____ Business Phone _____

Dated: 11/31/25 Signature of Character Reference: Bethany McClinton
Sworn before me this 31 day of Jan, 2025
Notary Public Signature Ander Caldwell



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2024

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 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 Randy Jones & Associates, Inc. 8600 Highway 431 PO Box 1576 Albertville AL 35950	CONTACT NAME: Nichole Moon PHONE (A/C, No, Ext): (256) 878-3271 FAX (A/C, No): (256) 878-1909 E-MAIL ADDRESS: nichole-moon@leavitt.com
INSURED TERRELL DIXON, DBA: A-1 Ms Mary TAXI SERVICE 2508 Henrietta Fulford Pl Gulf Shores AL 36542	INSURER(S) AFFORDING COVERAGE INSURER A: Progressive Specialty Insurance Company, 32786 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 24/25 Auto

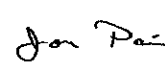
REVISION NUMBER:

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 ☐ PROJECT ☐ LOC OTHER:	X					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 ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			00733759	5/22/2024	5/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured/Underinsured CSL \$ 100,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as an Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATE HOLDER tcunningham@orangebeachal.gov 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 Jon Pair/NIMOON 
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**REGULAR COMMITTEE OF THE WHOLE MEETING
MAY 20, 2025**

Departments: Community Development

Description of Topic: Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0607-PUDA-25, Oasis at Orange Beach (formerly Phoenix West II) PUD Modification, Signage Amendment. (Suggested date 6/17/2025) (GP)

Background/Description: Modern Signs, on behalf of The Oasis at Orange Beach, requests approval of a minor amendment to the Phoenix West II PUD Master Plan to allow a double-sided freestanding sign (160 square feet total, 80 square feet per side) at the main entrance of its property located at 23450 Perdido Beach Boulevard.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None