



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Regular Council Meeting 12/16/2025
2. Committee of the Whole 12/16/2025

III. Unfinished Business

Miscellaneous

1. Discuss School Board appointment. (TK)

Resolutions

Ordinances

IV. New Business

Miscellaneous

Resolutions

1. Resolution authorizing the execution of a task order with Wetland Sciences, Inc., to develop the Orange Beach component of the Orange Beach Alabama Beach Mouse Habitat Conservation Plan in an amount not to exceed \$53,100. (PW)
2. Resolution authorizing the execution of an amended Covenant of Purpose, Use and Ownership with the Gulf Coast Ecosystem Restoration Council for the expansion of the Orange Beach Wildlife Rehabilitation and Education Program. (NW)
3. Resolution creating and appointing an AMERICA250AL Committee. (MA)
4. Resolution authorizing the execution of a professional services agreement with Sawgrass Consulting, LLC, for civil engineering and land surveying services. (RE)

5. Resolution authorizing execution of a task order with Sawgrass Consulting, LLC, to provide a property survey of the proposed site for a new civic center in an amount not to exceed \$16,500. (CP)
6. Resolution authorizing the purchase of a Tractor for the Public Works Street Department through Sourcewell from JBT Power, Inc., in the amount of \$39,794.88. (TT)
7. Resolution authorizing the purchase of a Track Loader for the Public Works Street Department through Sourcewell from Parish Tractor Company, LLC, in the amount of \$109,031.96. (TT)
8. Resolution authorizing the purchase of Two Utility Vehicles for the Public Works Refuse Department through Sourcewell from Parish Tractor Company, LLC, in the amount of \$43,744.26. (TT)
9. Resolution authorizing the purchase of a Dump Truck for the Public Works Street Department through Sourcewell from Truckworx - Kenworth of Mobile, Inc., in the amount of \$205,000. (TT)
10. Resolution authorizing the purchase of a Leaf Vacuum for the Public Works Refuse Department through Sourcewell from Environmental Products Group, Inc., in the amount of \$79,239.23. (TT)
11. Resolution authorizing the purchase of a Vehicle for the Coastal Resources Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$68,532. (PW/TT)
12. Resolution authorizing the purchase of a Vehicle for the Coastal Resources Department through State Bid from McSweeney Auto Group Clanton, LLC, in the amount of \$43,856.57. (PW/TT)
13. Resolution authorizing the purchase of Two Fire Engine Trucks for the Fire Department through the Houston-Galveston Area Council from Emergency Equipment Professional, Inc., in an amount of \$2,017,624. (JS)
14. Resolution authorizing execution of an amended task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical testing and engineering services for Pickleball Courts in an amount not to exceed \$9,000. (GS)

Public Hearings

Ordinances

V. Public Comments

VI. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
DECEMBER 16, 2025 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Kennon called the meeting to order at 4:59 P.M.
- II. INVOCATION** Associate Pastor Carson Krueger, Orange Beach Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

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

Absent: None

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Work Session	11/17/2025
Regular Council Meeting	11/18/2025
Committee of the Whole	11/18/2025
Work Session	11/21/2025

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

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

Councilmember Stuart reminded the public that the Orange Beach shooting range will be open this Saturday to the public from 9:00 A.M. to 1:00 P.M.

VIII. AUDITING OF ACCOUNTS

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

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

IX. PRESENTATIONS

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

Resolutions

1. Resolution approving the Fiscal Year 2026 Budget for the City of Orange Beach, including the transfer of special revenue funds to general fund for special revenue fund projects. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

XII. NEW BUSINESS

Resolutions

1. Resolution authorizing the city to host community events for the benefit of citizens and visitors of the City of Orange Beach during 2026. **Motion made (Robertson/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution authorizing the execution of a performance contract with Anne Gajda for golf instruction services. **Motion made (Harrelson/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution authorizing the execution of a performance contract with Joan Hill for water aerobics instruction at the Aquatics Center. **Motion made (Robertson/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution to update the list of volunteer firefighters and reserve police officers covered under workers' compensation insurance. **Motion made (Johnson/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution authorizing the execution of retainer agreements for outside counsel for the City of Orange Beach for 2026. **Motion made (Harrelson/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution appointing members and reappointing existing members to the Legislative Review Committee. **Motion made (Robertson/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution authorizing the City of Orange Beach, Alabama, to levy taxes within its police jurisdiction for the year 2026. **Motion made (Harrelson/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

8. Resolution authorizing execution of a professional services agreement with Chris Litton for various special services. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
9. Resolution extending the entertainment district at SanRoc Cay Marina / Perdido Beach Resort. **Motion made (Robertson/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
10. Resolution extending the entertainment district at The Wharf. **Motion made (Silvers/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
11. Resolution authorizing the execution of a professional services agreement with McCollough Architecture, Inc., for architectural services. **Motion made (Harrelson/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
12. Resolution authorizing execution of a performance contract with Baldwin County Economic Development Alliance, Inc. **Motion made (Johnson/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
13. Resolution appropriating funds to the Gulf Shores Airport Authority in an amount not to exceed \$75,000 for FY2026. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
14. Resolution authorizing execution of a professional services agreement with Socialize Your Bizness, Inc., for social media consulting and marketing services. **Motion made (Harrelson/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
15. Resolution authorizing execution of a professional services agreement with Bob Riley and Associates, LLC, for lobbying services. **Motion made (Robertson/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
16. Resolution authorizing execution of a professional services agreement with Van Scoyoc Associates for consulting services. **Motion made (Harrelson/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
17. Resolution authorizing execution of a professional services agreement with Adams and Reese, LLP, for federal and state governmental relations and consulting services. **Motion made (Johnson/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
18. Resolution authorizing the purchase of Furniture for the Municipal Court through the BuyBoard Purchasing Cooperative from MityLite Inc. in the amount of \$32,847.64. **Motion made (Harrelson/Robertson) 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. 0903-PUD-25, AC Hotel Orange Beach PUD.

Griffin Powell, Planner II, presented the request by Shiv Sagar Hospitality, LLC, for preliminary and final PUD approval to rezone 1.8 beachfront acres from Multi-Family Residential High Density (RM-2) to Planned Unit Development (PUD) for the purpose of converting an existing building into a hotel with 100 lodging rooms located at 23370 Perdido Beach Boulevard. Griffin explained that previous approvals in 2021 and 2023 have both expired. Griffin also stated that the originally proposed mechanical lift system for parking has been removed and replaced with 17 offsite parking spaces, with a total of 112 onsite parking spaces.

Councilmember Silvers asked if the current parking deck would be demolished. Griffin responded that the current parking deck will be demolished to make construction easier. Councilmember Silvers confirmed with the Developer that there will be no outdoor music. He and other councilmembers expressed their appreciation for the removal of the mechanical parking system.

Cindy Ross, Social Media Contractor, read a question submitted by Angel Bennett on Facebook asking what happens if offsite parking is filled. Mayor Kennon responded that the result would be the same as when parking at other properties fills up, and that the hotel is responsible for letting guests know that there is one parking spot allocated per lodging room.

Mayor Kennon explained that the building has been dilapidated for some time, and that the city had even considered purchasing the property years back. He stated that the eyesore needs to be addressed, and small compromises are required to make this project viable.

There being no additional comments, the public hearing adjourned.

Ordinances

1. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0903-PUD-25, AC Hotel Orange Beach PUD. **Motion made (Silvers/Stuart) 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 (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. First Reading – Ordinance adopting the Baldwin County Emergency Communications District GIS/Addressing Office street name standards within the City of Orange Beach, Alabama. **Motion made (Stuart/Robinson) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Sean Brumley, GIS Specialist, explained that this is a Baldwin County initiative that most other municipalities have already joined. Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).** **Motion made (Stuart/Silvers) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**
3. First Reading – Ordinance amending and restating Chapter 42, Article II, Division 2, Section 42-41 of the Code of Ordinances for the City of Orange Beach, Alabama, to update technical codes for land development. **Motion made (Robertson/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 (Silvers/Harrelson) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**
4. First Reading – Ordinance amending Chapter 70, Article II, Section 70-22 of the Code of Ordinances for the City of Orange Beach, Alabama, to reduce the speed limit from 45 mph to 35 mph on the portion of State Highway 182 from Milepost 11.55 to Milepost 13.13. **Motion made (Harrelson/Robertson) 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 (Harrelson/Robertson) 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 (Harrelson/Silvers) to adjourn. Vote unanimous in favor.

Time: 5:30 P.M.

APPROVED this the 20th day of January, 2026.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
DECEMBER 16, 2025 – 5:30 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the January 6, 2026, agenda.

The following members were present:

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

The following members were absent:

None

The following items were discussed:

1. Discuss School Board appointment.
2. Reschedule February 17, 2026, Council and Committee of the Whole Meetings to February 10, 2026, to allow for the observance of Fat Tuesday. Meetings were rescheduled to February 10, 2026.
3. Resolution authorizing payment of up to \$3,000 to the Coastal Alabama Business Chamber for the Annual Electronic Recycling and Paper Shred Event.
4. Resolution authorizing execution of a third amendment to the grant award agreement with the National Audubon Society for the stewardship of Coastal Alabama beach nesting bird habitat.
5. Resolution appointing members to the Employees' Leave Bank Committee.
6. Resolution declaring certain personal property owned by the City of Orange Beach as surplus and unneeded and authorizing the Mayor and City Clerk to dispose of such property.
7. Resolution amending the Employees Pay Plan/Job Listing to accommodate the approved 2026 budget.
8. Ordinance amending Chapter 30, Article V of the City of Orange Beach Code of Ordinances to be retitled, "Wetland Preservation and Mitigation".
9. Ordinance adopting an updated policy and schedule of fees for public records requests and repealing Ordinances Nos. 327 and 412.

Public Comments:

1. Nicole Ard, Parks and Recreation Director, recognized Scott Stacy and all Sportsplex staff for hosting the NAIA Men's National Soccer Championship earlier this year and overcoming rainy weather challenges.
2. Ford Handley, City Administrator, thanked Mayor, City Council, and city staff for the passing of the 2026 budget. He also thanked The Wharf and city staff for the Christmas Tree Lighting event, and recognized Performing Arts staff for another impressive Visions of Christmas production.
3. Councilmember Robert Stuart stated that his youngest was married at the Coastal Art Center this past weekend, and praised Art Center staff for being second to none.

4. Councilmember Jeff Silvers recognized Fire Chief Jeff Smith and the Recruit Academy Class of 2025 graduates.
5. Councilmember Ginger Harrelson recognized the Orange Beach City School Board and teachers for organizing this year's holiday events.
6. Nicole Ard, Parks and Recreation Director, invited the audience to join the Garden Club in singing Christmas carols at the Orange Beach Museum following the council meeting.

Executive Session:

1. Executive session to discuss pending litigation. **Motion made (Harrelson/Silvers) to enter executive session.** The City Attorney advised the Council that a declaration was required by the Open Meetings Act for an Executive Session; therefore, she stated for the record that she was duly qualified and had the personal knowledge to provide the requisite declaration for the stated purposes of the Executive Session authorized by the Act. The Mayor announced that the executive session would last approximately 30 minutes, and that Council would not reconvene after the executive session.

Time in: 5:36 P.M.

Time out: 6:00 P.M.

There being no further business, the meeting adjourned.

Time: 6:00 P.M.

APPROVED this 20th day of January, 2026.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 6, 2026**

Departments: City Clerk

Description of Topic: Discuss School Board appointment. (TK)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2025.12.02 Orange Beach School Board Applicants

Orange Beach City School Board Applicants

Application Deadline: November 21, 2025

17 applications received.

Bowling, Timothy

Brown, Taylor

Collins, Leanne

D'Aversa, Tina

Dale, Sue

Faulkner, Neeli

Hoffman, Kendall

Lewis, Stephen

Long, Ryan

Mitchell, Annette

Morris, Carrie

Mott, Angela

Neel, Jason

Proctor, Drew

Tindal, Clay

Wade, Ashley

Wilkins, Mallory

Per Resolution No. 22-053 establishing the Orange Beach City Board of Education, school board members shall be residents of the City of Orange Beach and shall not be members of the City Council.

Per Code of Alabama § 16-11-2 (1975), as amended, no person shall be eligible for election or appointment as a member of a city board of education unless he or she satisfies all of the following qualifications:

- (1) Is a person of good moral character.
- (2) Has obtained a high school diploma or its equivalent.
- (3) Is not employed by that city board of education.
- (4) Is not serving on the governing board of a private elementary or secondary educational institution.
- (5) Is not on the National Sex Offender Registry or the state sex offender registry.
- (6) Has not been convicted of a felony.



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 6, 2026**

Departments: Coastal Resources

Description of Topic: Resolution authorizing the execution of a task order with Wetland Sciences, Inc., to develop the Orange Beach component of the Orange Beach Alabama Beach Mouse Habitat Conservation Plan in an amount not to exceed \$53,100. (PW)

Background/Description: Recently during the Fall/Winter of 2025 the USFW Service has found ABM has repopulated and remaining Gulf front development and potential Gulf Front redevelopment will require ABM permitting with the Service. WSI assisted Orange Beach in obtaining the Perdido Key, Alabama Programmatic Habitat Conservation Plan which was issued by the United States Fish and Wildlife Service In May 2021. The Alabama Beach Mouse Habitat Conservation Plan will mirror the Orange Beach Perdido Key HCP. These permitting efforts have provided a framework of regulatory reviewed acceptable impacts as associated with single family and multifamily projects, and in fact provide for greater land use opportunities and streamlined permitting timing. The task order deliverables, goals, and objectives are outlined succinctly in the cover letter from Craig Martin- Wetland Sciences.

Action Options/Recommendation:

Source of Funding (if applicable): Coastal Resources professional fees budget. We currently have Beach Mouse fund revenue to cover the task order fee.

ATTACHMENTS:

1. 01-20-26 26-xxx Authorize Task Order Wetland Sciences Beach Mouse Conservation Plan
2. 2026.01.02 Task Order Wetland Sciences Beach Mouse Conservation Plan
3. 2026.01.02 Task Order Wetland Sciences Beach Mouse Conservation Plan - Timeline and Fees

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
TASK ORDER WITH WETLAND SCIENCES, INC.
TO DEVELOP THE ORANGE BEACH COMPONENT OF THE
ORANGE BEACH ALABAMA BEACH MOUSE HABITAT CONSERVATION PLAN
IN AN AMOUNT NOT TO EXCEED \$53,100**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 22-181 adopted September 20, 2022, approved a contract with Wetland Sciences, Inc., to perform certain environmental consulting and ecological services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The City’s Coastal Resources Director has submitted a task order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires Wetland Sciences, Inc., to develop the Orange Beach component of an Orange Beach Alabama Beach Mouse Habitat Conservation Plan.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and Wetland Sciences, Inc., on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$51,300.00 to Wetland Sciences, Inc., to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 20th DAY OF JANUARY, 2026.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 20, 2026.

City Clerk



December 28, 2025

Phillip West, AICP
Coastal Resources Manager
PO 2432
City of Orange Beach
Orange Beach, Alabama 36561

WSI Project #2013-154

Habitat Conservation Plan Alabama Beach Mouse/Orange Beach Alabama

Mr. West,

On behalf of Wetland Sciences, Inc. (WSI) I am pleased to submit to you, our letter of interest and task assignment to provide consultation services associated with the development of the Orange Beach component of an Orange Beach Alabama Beachmouse (ABM) Habitat Conservation Plan and associated consultation services with the development and submittal of the required documentation to allow the City of Orange Beach to permit Incidental Take of the Alabama Beachmouse consistent with Orange Beach Perdido Key Beachmouse approved Plan.

As you know, WSI was provided a contract for professional services in 2022 to complete this task, but subsequent consultation with the United States Fish and Wildlife Service (Service) suggested the ABM has not populated the eastern extent of it's range and therefore, the HCP would not be required.

Recently during the Fall/Winter of 2025 the Service has found ABM has repopulated, and remaining Gulf front development and potential Gulf Front redevelopment will require ABM permitting with the Service.

WSI assisted Orange Beach in obtaining the Perdido Key, Alabama Programmatic Habitat Conservation Plan which was issued by the United States Fish and Wildlife Service In May 2021. The Orange Beach Alabama Beachmouse Habitat Conservation Plan will mirror the Orange Beach Perdido Key HCP.

These permitting efforts have provided a framework of regulatory reviewed acceptable impacts as associated with single family, and multifamily projects, and in fact provide for greater land use opportunities and streamlined permitting timing.

Currently the USFWS regulatory Incidental Take Permitting processes require the applicant to purchase off-site lands which possess high ecological standards such as being adjacent to Federally protected lands. This is a very costly and time consuming process. The Orange Beach Alabama Beachmouse Habitat Conservation Plan will provide the ability to pay an in-lieu fee for mitigation, saving time and money.

This blanket permit administered by the City, will lend to smoother and more timely permitting and final approval of private parcel development.

The private parcel HCP will quantify impacts to suitable habitat associated with the remaining undeveloped parcels, impact quantification (construction footprints) for the parcels will be quantified. The private parcels impacts as associated with the HCP will be offset by contributions to the Conservation Fund.

Overall, the development of the Orange Beach Alabama Beachmouse HCP(s) will allow for the most effective predictive methodology to provide a cost effective community based conservation strategy that will allow for the sustainable management of the ABM population and provide property owner with predictable development schedules and mitigation costs.

A timeline of expected efforts and sequence of events leading up to The City of Orange Beach's development, coordination, permitting, and post permitting consultation is provided for your review.

Additionally, expected efforts and fee's associated with each component of the permitting process is provided.

The Federal approval of the Orange Beach ABM HCP component will be streamlined in terms of development and review, due to the fact that the City of Orange Beach has already been granted the HCP and that a majority of the framework is in place for the City to manage the Alabama Beachmouse.

Deliverables

- **Critical/Suitable habitat maps**
- **Impact quantification associated with proposed lot improvements within privately owned parcels.**
- **Habitat Restoration Opportunities**

To generate the above referenced documents, WSI maintains a sub-meter mapping DGPS. The data collected will be overlain onto aerial photographs, imported electronically into an AutoCAD drawing of the property survey, and used to generate an AutoCAD drawing with the parcel's boundaries, proposed PKBM impact areas, suitable habitat to remain, and potential restoration areas will be incorporated into permit drawings and used to quantify impacts, conservation areas, and potential mitigation sites.

- **Habitat Conservation Plan**
- **Coordination of intergovernmental agreement**
- **Assistance with the Development of the Biological Opinion**
- **Finalization of the Memorandum of Understanding between the USFWS, and City of Orange Beach.**
- **Coordination with City staff**

WSI maintains a favorable relationship with the Daphne USFWS, and the City of Orange Beach. Our firm has the knowledge to provide efficient, timely, and cost effective services

related to the development, submittal, and follow up services necessary to obtain the appropriate regulatory approval for the project.

Please know that we are grateful for the confidence you have placed in our firm and assure you of our interest, dedication, and prompt response to your environmental needs. Should you need additional information and references, please let us know.

Sincerely,
Wetland Sciences, Inc.

A handwritten signature in black ink, appearing to read "Craig D. Martin". The signature is fluid and cursive, with a long horizontal stroke at the end.

Craig D. Martin, M.S.
President and Sr. Scientist

Enclosures (1) Time line/Budget

Tasks 2026	Jan	Feb	Mar	April	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Expected Fees
Permitting													
Suitable/Critical Habitat Assessment	X												
Private Parcels	X												\$20,600
USFWS/ City Of Orange Beach Review	X												\$4,000
Impact Determinations		X	X										\$2,500
Memorandum of Understanding (MOU)		X	X	X									\$2,000
HCP(s) Development			X	X									\$9,000
Public Forum Private Property HCP				X									\$2,000
USFWS Submittal HCP				X									\$4,500
USFWS Comments/Fed Register							X						
Negotiations/Revisions								X					\$8,500
Publication in Federal Registrar (60 days)								X					
UFWS Biological Opinion/Permits												X	
Totals													\$53,100

Permitting time frames are estimates based on typical USFWS ITP wildlife review process. Certain components of the review process are beyond the control of the consultant of record



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 6, 2026**

Departments: Coastal Resources

Description of Topic: Resolution authorizing the execution of an amended Covenant of Purpose, Use and Ownership with the Gulf Coast Ecosystem Restoration Council for the expansion of the Orange Beach Wildlife Rehabilitation and Education Program. (NW)

Background/Description: The amended covenant of purpose is required for closeout of the Expansion of the Orange Beach Wildlife Rehabilitation and Education Program RESTORE grant.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-20-26 26-xxx Authorize Subaward Grant Agreement ADCNR RESTORE Act Wildlife Rehab Expansion
2. 2026.01.02 Subaward Grant Agreement ADCNR RESTORE Act Wildlife Rehab Expansion

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
COVENANT OF PURPOSE, USE AND OWNERSHIP WITH THE
GULF COAST ECOSYSTEM RESTORATION COUNCIL FOR THE EXPANSION OF THE
ORANGE BEACH WILDLIFE REHABILITATION AND EDUCATION PROGRAM**

FINDINGS:

1. The City of Orange Beach received a Notice of Award from the Alabama Department of Conservation and Natural Resources, acting as Administrative Agent for the Gulf Coast Ecosystem Restoration Council, offering RESTORE Act State Expenditure Plan financial assistance for the Expansion of the Orange Beach Wildlife Rehabilitation and Education Program.
2. On June 21, 2022, City Council adopted Resolution No. 22-126 authorizing the execution of a Subaward Grant Agreement with the Alabama Department of Conservation and Natural Resources (ADCNR) and as amended by Resolution 22-195 (October 4, 2022), Resolution 23-246 (December 13, 2023), Resolution 24-122 (June 18, 2024), Resolution 24-250 (December 17, 2024), and Resolution 25-167 (August 19, 2025), agreeing to the provisions of the grant for the interior buildout of the Wildlife Center.
3. On December 6, 2022, City Council adopted Resolution 22-245 authorizing execution of a Covenant of purpose, use and ownership with the Gulf Coast Ecosystem Restoration Council for the Expansion of the Orange Beach Wildlife Rehabilitation and Education Program. Due to increased in funding granted pursuant to the aforementioned amendments, it is necessary to amend the Covenant of Purpose.
4. The Subaward Grant Agreement requires that, as stated in the Covenant of Purpose, Use and Ownership, the City holds title to the project property in trust for the public purposes of the project and not sell, transfer, convey, assign, mortgage or in any other manner encumber the property, or use the property for purposes other than as a wildlife center.
5. After having reviewed said Covenant (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 Covenant in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the Gulf Coast Ecosystem Restoration Council, 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 20th DAY OF JANUARY, 2026.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 20, 2026.

City Clerk

COVENANT OF PURPOSE, USE AND OWNERSHIP

THIS COVENANT OF PURPOSE, USE AND OWNERSHIP dated this 20th day of January, 2026 (hereinafter referred to as the “Covenant”), by and between **City of Orange Beach, a municipal corporation**, whose address is **4099 Orange Beach Blvd** (hereinafter with its successors and assigns called “Subrecipient”); and the **GULF COAST ECOSYSTEM RESTORATION COUNCIL**, whose address is 500 Poydras Street, Suite 1117, New Orleans, LA 70130 (hereinafter with successors and assigns called “Council”).

RECITALS

WHEREAS, **THE ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, acting as the Administrative Agent for the ALABAMA GULF COAST RECOVERY COUNCIL**, (hereinafter called the “Recipient”) submitted an application to Council under the Oil Spill Impact Component of the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf States Act (RESTORE Act; Title I, Subtitle F of Public Law 112-141) (hereinafter the “Act”); and

WHEREAS, by Notice of Award issued May 29, 2025, Council offered to Recipient a financial assistance award designated as Grant No. GNSSP22AL0043-01-05 (hereinafter called “Award”) in the amount of One Million One Hundred Ninety-Two Thousand Two Hundred Fifty-Five and 0/100 Dollars (\$1,192,255.00) (hereinafter called “Award Amount”), to assist in financing eligible real property activities (hereinafter called “Project”) and development pursued by the Subrecipient; and

WHEREAS, Recipient and Subrecipient executed a sub-award agreement No. S1P3-OBWC Amendment 5 “State Expenditure Plan #3: Expansion of the Orange Beach Wildlife Rehabilitation and Education Program”, dated September 22, 2025, (hereinafter called “Subaward Agreement”) in the amount of One Million Ninety-Four Thousand Four Hundred Fifty and 0/100 Dollars (\$1,094,450.00) in federal funds where Recipient agreed to disburse Federal award funds to Subrecipient to implement the Project; and

WHEREAS, the total approved Project budget as of the time of the recordation of the Covenant is \$1,124,156.12, which includes a share of \$29,706.12 from the City of Orange Beach; and

WHEREAS, to execute the Project, Subrecipient has acquired or improved the property described in Exhibit A, in whole or in part with funds made available through the Award. Exhibit “A” is attached hereto and incorporated herein (hereinafter called “Property”); and

WHEREAS, Recipient accepted the Award (together with all documents attached thereto or incorporated therein, the “Award Agreement”), thereby binding itself and making itself subject to the terms and conditions contained in the Award Agreement including, without limitation, the

applicable requirements of 31 Code of Federal Regulations (C.F.R.) Part 34 and 2 C.F.R., Part 200, adopted by the Council at 2 C.F.R. 5900.101, as applicable; and

WHEREAS, in executing the Subaward Agreement, Subrecipient agreed to be subject to the terms and conditions contained in the Award Agreement including, without limitation, the applicable requirements of 31 C.F.R. Part 34 and 2 C.F.R., Part 200, as applicable; and

WHEREAS, the Award Agreement provides the purposes for which the Award Amount may be used and provides that Subrecipient holds title to the Property in trust for the public purposes of the Project, namely to use the Property for purposes of building out 2,368 square feet of building interior of a structure set aside in a city owned complex for the new Wildlife Center, further described in the Award Agreement and the application made by Recipient therefore (hereinafter called "Project Purposes"), and

WHEREAS, under the authority of the Act, the Award Agreement, and the Sub-Award Agreement, Subrecipient may not use the Property for purposes other than Project Purposes and may not sell, transfer, convey, assign, mortgage or in any other manner encumber the Property without prior written approval from the Council, unless Council is repaid its Federal Interest in the Property, as defined and more particularly described herein; and such alienation and use being prohibited by 31 C.F.R. Part 34, as applicable, and the Award Agreement, without the prior written approval of the Council; and

WHEREAS, Subrecipient, as owner of all or part of the Property, agreed to record this Covenant in the Records of the Judge of Probate Court of Baldwin County, the appropriate office for the recording of public records affecting real property in the jurisdiction where the Property is located so as to constitute notice to all persons of the restrictions contained herein on title to and use of the Property for the benefit of the public purposes of the Project; and

WHEREAS, the Records of the Judge of Probate Court of Baldwin County Alabama located at 220 Courthouse Square, Bay Minette, Alabama 36507 is the proper office to record this Covenant.

NOW THEREFORE, in consideration of financial assistance rendered and/or to be rendered by the Council and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and to assure that the benefits of the Project will accrue to the public and be used as intended by both the Council and by the Subrecipient, Subrecipient hereby covenants and agrees as follows:

1. The estimated useful life of the Project is fifty (50) years from the date of project completion for the Project (hereinafter referred to as the "Estimated Useful Life"), a copy of which will be provided by the Subrecipient to Council. During the Estimated Useful Life of the project, the Subrecipient holds its interest in the Property in trust to carry out the public purposes of the Project.

2. Subrecipient agrees that, for the Estimated Useful Life of the Project, the Subrecipient will not sell, transfer, lease, convey, encumber, or mortgage any interest in the Property without the Council's prior written approval, and the Subrecipient shall not use the Property for purposes other than the Project Purposes without the Council's prior written approval. Such approval may be conditioned, among other things, on Subrecipient's payment to the Council of the Federal Interest in the Property, calculated as the percentage of the current fair market value of the Property attributable to the Council's participation in the Project.
3. Subrecipient further covenants that, during the Estimated Useful Life of the Project, the Subrecipient will compensate the Federal Government for the Federal Interest in the Property in the event the Property is used for purposes other than Project Purposes, or is sold, leased, transferred, conveyed, encumbered, or mortgaged without the prior written approval of the Council.
4. Subrecipient further agrees that, as a condition to accepting the disbursement of any portion of the Award Amount from the Council, Subrecipient shall execute and place on record against the Property this Covenant and shall provide the Council and Recipient with evidence of such recordation. The Council will in its sole discretion determine whether this Covenant is satisfactory and may require an opinion of counsel for the Subrecipient that the Covenant is valid and enforceable according to its terms, that there is no lien or other encumbrance superior to the Covenant and that the Covenant has been properly recorded.
5. Subrecipient further agrees that whenever the Property is sold, leased, or otherwise conveyed, Subrecipient or the transferor shall add to the instrument of conveyance, pursuant to the authorization 2 C.F.R. 200.316, a Covenant of Purpose, Use and Ownership. The Council will, in its sole discretion, determine whether such covenant is satisfactory. In connection with any such transfer, the Council may require an opinion of counsel for the Subrecipient that the covenant is valid and enforceable according to its terms and has been properly recorded.
6. Subrecipient further agrees that property project will not be used in violation of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Americans with Disabilities Act (42 U.S.C. § 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), which laws prohibit discrimination on the basis of race, religion, national origin, or disability.
7. It is stipulated and agreed that the terms hereof constitute a reasonable restraint on alienation of use, control and possession of or title to the Property given the Federal Interest expressed herein.

8. This Covenant shall be construed in a manner consistent with the terms and conditions of the Award and Subaward Agreements and applicable regulations; provided, however, that if there is a conflict, the terms and conditions of the Award and Subaward Agreements shall control.

IN WITNESS WHEREOF, a duly authorized officer of the Subrecipient has hereunto set his hand as the day and year first above. A completed duly recorded copy of this Covenant shall be forwarded to the Council.

SUBRECIPIENT: City of Orange Beach

By: _____

Printed Name: Tony Kennon

Title: Mayor

STATE OF ALABAMA:

COUNTY OF MONTGOMERY:

I, the undersigned Notary Public in and for said State, hereby certify that Tony Kennon, as Mayor of the City of Orange Beach, a City in the State of Alabama, is signed to the foregoing Covenant of Purpose, Use and Ownership and is known to me, acknowledged before me on this day that, being informed of the contents of such Covenant, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said agency.

Given under my hand and seal this ____ day of **January 2026**.

(NOTARIAL SEAL)

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A
Legal Description of Property

2,368 square feet of building interior of a structure set aside in a city owned complex for the new Wildlife Center, further described in the Award Agreement currently located on the following parcel:

That parcel of land bounded by a line commencing at the Northeast corner of the Northwest Quarter of Section 12, Township 9 South, Range 4 East running thence South 792 feet, thence West 550 feet, thence North 792 feet, thence East 550 to the point of beginning, and being situated in Section 12, Township 9 South, Range 4 East, Together with the right of ingress and egress to said property, Baldwin County, Alabama.



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 6, 2026**

Departments: City Clerk

Description of Topic: Resolution creating and appointing an AMERICA250AL Committee.
(MA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-20-26 26-xxx Create Appoint AMERICA250AL Committee

RESOLUTION NO. 26-xxx

**A RESOLUTION CREATING AND APPOINTING
AN AMERICA250AL COMMITTEE**

FINDINGS:

1. The Alabama legislature and Governor created AMERICA250AL by joint resolution in 2021 to plan, promote, and implement where appropriate public celebrations and commemorations of the 250th anniversary of the Declaration of Independence on July 4, 2026, and of the 250th anniversary of the United States of America.
2. AMERICA250AL hopes to engage all Alabamians and all 67 counties through their many signature and officially recognized programs, projects and events by inspiring future leaders and celebrating all Americans and Alabamians contributions to the nation over the last 250 years.
3. Orange Beach City Council finds it in the best interest of the city to form a committee to support the mission and objectives of the AMERICA250AL initiative to educate, engage, and unite citizens across the state in celebration.

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

1. That the City of Orange Beach officially establishes an AMERICA250AL Committee to work with AMERICA250AL on any and all activities within the City of Orange Beach. The participants of the AMERICA250AL Orange Beach Committee will be strictly voluntary roles and there will be no compensation for participation.
2. That the following persons are appointed to serve on the AMERICA250AL Committee for the City of Orange Beach:
Jerry Johnson, Councilmember – Lead sponsor
Marc Anderson, Public Relations Manager, City of Orange Beach
Nicole Ard, Parks & Recreation Executive Director, City of Orange Beach
Kristin Hatcher, Parks & Recreation Special Events Operations Director, City of Orange Beach
Jamie Robertson, Parks & Recreation Programs Operations Director, City of Orange Beach
Bruce Nelson, Deputy Chief of Fire Operations, City of Orange Beach
Lt. Jeremy Mote, Police Department, City of Orange Beach
Greg Alexander, President and CEO, Coastal Alabama Business Chamber
Mary Courtney, Orange Beach City Schools
Easton Colvin, Public Relations Manager, Gulf Shores and Orange Beach Tourism
Lindsey Pearce, The Wharf
Yolanda Johnson, Alabama SBDC Network, Orange Beach Garden Club
3. That a copy of this resolution be sent to the Baldwin County Legislative Delegation and AMERICA250AL Commission; and
4. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 20th DAY OF JANUARY, 2026.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 20, 2026.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 6, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a professional services agreement with Sawgrass Consulting, LLC, for civil engineering and land surveying services. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-20-26 26-xxx Authorize Professional Services Agreement Sawgrass Consulting
2. 2026.01.02 Professional Services Agreement Sawgrass Consulting

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
SAWGRASS CONSULTING, LLC
FOR CIVIL ENGINEERING AND LAND SURVEYING SERVICES**

FINDINGS:

1. The professional services agreement with Sawgrass Consulting, LLC, adopted by Orange Beach City Council through Resolution No. 22-254 dated December 13, 2022, has expired.
2. The City of Orange Beach and Sawgrass Consulting, LLC, have reached an agreement (attached Exhibit A) whereby Sawgrass Consulting, LLC, will provide civil engineering and land surveying services for the City of Orange Beach.
3. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
4. The term of this agreement shall be for twenty-four (24) months from the date of adoption by the Orange Beach City Council.

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

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

ADOPTED THIS 20th DAY OF JANUARY, 2026.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 20, 2026.

City Clerk

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (hereinafter “Agreement”) is made and entered into by and between the City of Orange Beach, an Alabama Municipal Corporation (hereinafter “City”), and Sawgrass Consulting, LLC (hereinafter “Contractor”), as follows:

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

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

NOW THEREFORE,

WITNESSETH:

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

I. SERVICES TO BE PERFORMED

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

Contractor agrees to perform services that may include, but not be limited to: land surveying – boundary, topographic, as-built, hydrographic, ALTA/ACSM land title, route, and/or construction layout/staking; civil engineering – civil site plans, grading/drainage plans, utility design/plans, roadway design/plans, CE&I and cost estimating; construction management; and project management, as required by the City, and other services as requested.

II. COMPENSATION

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



HOURLY RATE SHEET

PROJECT MANAGER	\$160.00 hour
PROFESSIONAL LAND SURVEYOR	\$160.00 hour
PROFESSIONAL ENGINEER	\$160.00 hour
ENGINEER I	\$ 95.00 hour
SURVEY MANAGER	\$120.00 hour
ONE (1) MAN SURVEY CREW	\$110.00 hour
TWO (2) MAN SURVEY CREW	\$130.00 hour
THREE (3) MAN SURVEY CREW	\$160.00 hour
CADD DESIGNER	\$ 95.00 hour
CADD TECHNICIAN	\$ 90.00 hour
CONSTRUCTION REPRESENTATIVE	\$ 90.00 hour
CLERICAL	\$ 60.00 hour

III. TERM OF AGREEMENT

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

IV. GENERAL PROVISIONS

- A. Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.
- B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.
- C. Contractor shall act as a representative of the City, under the direct supervision of the City. Contractor shall have no authority to obligate the City in any way whatsoever. In the performance of his duties, the Contractor shall be deemed an independent contractor.

- D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or denied solely at City's discretion.
- E. Contractor hereby agrees to comply strictly with all ordinances of the City of Orange Beach, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.
- F. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement.
- G. Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability, in connection with federally funded programs.
- H. City may terminate this Agreement with or without cause at any time by giving written notice to Contractor of such termination (herein called a "Notice of Termination"), specifying the effective date thereof not less than thirty (30) calendar days before the effective date of the termination. Contractor shall have the right to terminate this Agreement by giving City written notice and remaining in service for a sufficient time to allow City to seek a suitable replacement. Should Contractor be terminated pursuant to the terms of this subpart, then this Agreement shall terminate on the last day of Contractor's current month of employment and City shall not be liable for any compensation beyond that date.
- I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind arising in any way out of the negligent acts, errors or omissions of the contractor in performance of this Agreement and/or the activities of the Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising from Contractor's activities under this Agreement, Contractor agrees to indemnify and hold the City harmless from all costs, including attorneys' fees and expenses, associated with same. This indemnification extends only to third party claims and actions filed against the City as a result of any negligent actions by the Contractor under this Agreement. This duty shall survive the termination of this contract.
- J. All notices of cancellation, requests, demands, or other communications shall be in writing and duly delivered to the following address for City at:

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

Copy to: City Attorney

And to Contractor at:

Sawgrass Consulting, LLC
11143 Old Highway 31
Spanish Fort, Alabama 36527

- K. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.
- L. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.
- M. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.
- N. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be Baldwin County, Alabama.
- O. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

V. INSURANCE

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

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

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

Either:

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

Or,

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

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

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

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

VI. CONFIDENTIALITY

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

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

CITY OF ORANGE BEACH, A Municipal Corporation

By: _____
Mayor Tony Kennon

ATTEST:

City Clerk

CONTRACTOR:

Sawgrass Consulting, LLC

By: _____
Ercil E. Godwin, PLS

Its: Principal

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 _____, 2026.

(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 Ercil E. Godwin, whose name as Principal of Sawgrass Consulting, LLC, an Alabama Limited Liability Company, 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 _____, 2026.

(SEAL)

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



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 6, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a task order with Sawgrass Consulting, LLC, to provide a property survey of the proposed site for a new civic center in an amount not to exceed \$16,500. (CP)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-20-26 26-xxx Authorize Task Order Sawgrass Civic Center Property Survey
2. 2025.12.30 Task Order Sawgrass Consulting Civic Center Survey

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
TASK ORDER WITH SAWGRASS CONSULTING, LLC
TO PROVIDE A PROPERTY SURVEY OF THE PROPOSED SITE
FOR A NEW CIVIC CENTER
IN AN AMOUNT NOT TO EXCEED \$16,500**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 26-xxx, adopted January __, 2026, approved a contract with Sawgrass Consulting, LLC, to perform certain professional engineering, land surveying, and construction management services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The City Engineer has submitted the Task Order attached as Exhibit A for Council approval.
4. The proposed Task Order requires Sawgrass Consulting, LLC, to provide professional boundary, topographic, and tree surveying services of the proposed site for a new civic center.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and Sawgrass Consulting, LLC., on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$16,500.00 to Sawgrass Consulting, LLC to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 20th DAY OF JANUARY, 2026.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 20, 2026.

City Clerk



30673 Sgt E.I. "Boots" Thomas Dr.
Spanish Fort, AL 36527
P: 251-544-7900
www.sawgrassllc.com

December 30, 2025

Chris Pappas, PE, City Engineer
City of Orange Beach
P. O. Box 2432
Orange Beach, AL 36561

RE: City of Orange Beach Civic Center Property

Dear Chris:

Sawgrass Consulting, LLC (Sawgrass) is honored to provide you with our proposal to provide a **Boundary, Topographic and Tree Survey** of the approximate 15.5 acres +/- proposed to be the new City of Orange Beach Civic Center. It is understood that the property includes the following parcels:

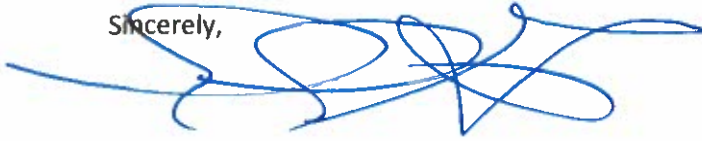
- **PPIN 46136**
- **PPIN 6257**
- **PPIN 6262**
- **PPIN 18738**
- **Portion of that unopened right-of-way directly south of and adjacent to the above referenced parcels.**

Attached hereto as Exhibit "A" is a map outlining the project area. Sawgrass has previously performed a boundary survey of PPIN 18738 but has not performed any boundary surveys of the remaining parcels. No topographic surveys have been performed by Sawgrass for any of the parcels. Per our discussions regarding the requested survey services, it is understood that the property has been "brush cut" by the City of Orange Beach Public Works department and that such services are not included in this scope of services or the associated fee. It is also understood that only those trees defined as "Heritage Trees" in Article 16 (Tree Protection and Landscaping) of the City of Orange Beach Zoning Ordinance are located and referenced on said survey. This scope of services does not include a wetland delineation.

Our fee for the requested services is a **LUMP SUM \$16,500**. Deliverables will be a signed and sealed copy of the survey and the electronic file (dwg format) for use in the civil design of the project. The fee is based upon those hourly rates provided in the current Master Professional Services Agreement between

the City of Orange Beach and Sawgrass. If you have any questions, please do not hesitate to contact me at 251.234.0229. Thanks again for the opportunity.

Sincerely,



Ercil E. Godwin, PLS
Vice President

Tony Kennon
Mayor, City of Orange Beach

EXHIBIT "A"





**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 6, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Tractor for the Public Works Street Department through Sourcewell from JBT Power, Inc., in the amount of \$39,794.88. (TT)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted FY2026, Public Works Street Capital Equipment

ATTACHMENTS:

1. 01-20-26 26-xxx Authorize Purchase Tractor Public Works Street Sourcewell
2. 2025.12.03 Quote - Public Works Street - JBT Power Tractor

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
TRACTOR FOR THE PUBLIC WORKS STREET DEPARTMENT
THROUGH SOURCEWELL FROM JBT POWER, INC.
IN THE AMOUNT OF \$39,794.88**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of a Tractor for the Public Works Street Department through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the total amount of \$39,794.88;
2. That the Mayor is hereby authorized to approve payment to JBT Power, Inc., in the amount of \$39,794.88 for One (1) New Ventrac 4520P Tractor with attachments, per Quote No. 233024 dated December 3, 2025;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 20th DAY OF JANUARY, 2026.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 20, 2026.

City Clerk

Q U O T A T I O N

JBT POWER
 1204 US HWY 98
 DAPHNE, AL 36526-6166
 Phone #: (251)626-7317
 Fax #: (251)625-6764

PHONE #: (251)974-5492
 CELL #: (251)747-1599
 ALT. #:
 P.O.#: VENTRAC 4520P
 TERMS: Net 10th EOM
 SALES TYPE: Quote

DATE: 12/3/2025
 ORDER #: 233024
 CUSTOMER #: 106783
 CP: RonC
 LOCATION: 1
 STATUS: Active

BILL TO 106783

CITY OF ORANGE BEACH
 PO BOX 458
 ORANGE BEACH, AL 36561 U.S.A

SHIP TO

CITY OF ORANGE BEACH
 PO BOX 458
 ORANGE BEACH, AL 36561 U.S.A

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
	VENT 4520P	4520P, BASE TRACTOR, KAWASAKI FD851D, 31HP	1	\$31,285.00	\$28,582.20	\$28,582.20
	VENT 70.4167-99	KIT, SUSPENSION SEAT 4520	1	\$945.00	\$739.20	\$739.20
****	DEAL-PREP VENTRAC	DEALER PREPERATION, ASSEMBLY, RESEAL, INSPECTION	1	\$1,149.00	\$1,149.00	\$1,149.00
	VENT 15.0042-05-1	RESEAL - 8 TIRES	1	\$0.00	\$0.00	\$0.00
	VENT 70.4067	KIT, DUAL FIELD TRAX	1	\$1,695.00	\$1,559.40	\$1,559.40
	VENT 70.4169	KIT, VENTRAC CANOPY	1	\$1,135.00	\$1,044.20	\$1,044.20
	VENT 70.4170	KIT, FAN FOR VENTRAC CANOPY	1	\$455.00	\$418.60	\$418.60
	VENT 39.55332	ED202 EDGER ATTACHMENT	1	\$2,895.95	\$2,663.40	\$2,663.40
	VENT 70.8020	ED202 EDGER BLOWER ATTACHMENT	1	\$1,580.00	\$1,453.60	\$1,453.60
	VENT 47.0115	SUITCASE WEIGHT 42 LBS W/BOX	3	\$125.00	\$115.00	\$345.00
****	SHP-VTRC	VENTRAC INBOUND DELIVERY CHARGE 5%	1	\$1,840.28	\$1,840.28	\$1,840.28

SOURCEWELL CONTRACT # 112624-TTC

Prices reflected on this quote are valid for 30 days.

SUBTOTAL: **\$39,794.88**
 TAX: **\$0.00**
 ORDER TOTAL: **\$39,794.88**

Authorized By: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 6, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Track Loader for the Public Works Street Department through Sourcewell from Parish Tractor Company, LLC, in the amount of \$109,031.96. (TT)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-20-26 26-xxx Authorize Purchase Track Loader Public Works Street Sourcewell
2. 2025.12.04 Quote - Public Works Street - Parish Tractor Company Kubota Track Loader

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
TRACK LOADER FOR THE PUBLIC WORKS STREET DEPARTMENT
THROUGH SOURCEWELL FROM PARISH TRACTOR COMPANY, LLC
IN THE AMOUNT OF \$109,031.96**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of a Track Loader for the Public Works Street Department through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the total amount of \$109,031.96;
2. That the Mayor is hereby authorized to approve payment to Parish Tractor Company, LLC, in the amount of \$109,031.96 for One (1) New Kubota SVL97-3HFCC Track Loader, per Quote No. 2927440 dated December 4, 2025;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 20th DAY OF JANUARY, 2026.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 20, 2026.

City Clerk

Quote Provided By
 PARISH TRACTOR COMPANY, LLC
 Charles Jones
 22463 AL-59
 Robertsdale, AL 39567
 email: charles@parishtractor.com
 phone: 2519474171

-- Standard Features --

-- Custom Options --



S Series SVL97-3HFCC
 *** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Final Tier 4 Certified Kubota Diesel Engine
 Electronic Travel Torque Management System
 Vertical Lift Path Loader Frame
 Standard Front Quick Coupler, Float Standard
 Hydraulic Quick Coupler Option
 Loader Arm Self-Leveling
 Loader Boom Lock
 Open ROPS/FOPS
 Optional enclosed and pressurized cab with A/C
 High Back, Adjustable, Vinyl, Suspension Seat
 Heated, Air Suspension Seat
 Standard on Cab Models
 2" Retractable Seat Belt And 2-Piece Seat Bar
 12V Electric Outlet
 23.1 gpm Auxiliary Hydraulics
 Standard, 41.2 gpm Option
 Case Drain Line
 Rigid Mounted Undercarriage, 5 Lower Track Rollers
 High Grip Rubber Tracks, 17.7" Standard
 Two Speed Travel System
 Automatic Wet Disk Parking Brake
 Kubota 4 Hydraulic Pump Load Sensing System
 2 Variable Displacement Pumps
 KubotaNOW Telematics Standard
 Lockable DEF Cap Guard
 Hydraulic Joystick Controls
 ISO Operating Pattern
 Dial Knob and Foot Throttle Controls
 Decelerator Pedal
 Stall Guard Engine Controls
 Automatic Glow Plugs
 7" Multifunction Touch Screen
 Integrated Rear Camera
 Keyless Start
 Key Switch Stop System
 Self Bleed Fuel System
 2 Front and 2 Rear Working Lights
 Hour Meter, Engine Temperature, DEF, and Fuel Gauges and Warning Lights
 Horn and Backup Alarm
 Lockable Fuel Cap

BASIC UNITS

SVL97-3HFCC, 17.7" Rubber Tracks,
 Open ROPS/FOPS Cab w/ Cold-weather CCV Package,
 Hydraulic Quick Coupler, Flow Auxiliary Hydraulics, KSR

OPERATIONAL

DIMENSIONS

Operating Weight* 17.7" Rubber Tracks, Open ROPS/FOPS Cab, Mechanical Quick Coupler
 11,676 lbs.
 Rated Operating Capacity (ROC) @ 35%
 of Tipping Load complies with ISO 14397-1
 and SAE J 818) 3,511 lbs.
 Rated Operating Capacity (ROC) @ 50%
 of Tipping Load 4,850 lbs.
 Tipping Load 9,700 lbs.
 Auxiliary Hydraulics Flow 23.1/41.2 gpm
 Travel Speed (Low / High) 5.5 / 8.4 mph
 Reach @ Maximum Height 40.7"
 Height to Hinge Pin 128.6"
 Ground Pressure 4.5 psi.

* Includes operator's weight, 175 lbs.

ENGINE

V3800-Tier 4 Kubota Final Tier 4 Diesel Engine
 4 Cylinder, 4 Cycle, Turbo Charged
 96.4 Gross HP @ 2400 rpm

DIMENSIONS

Cab Height 83.1"
 Width (without attachment) 77.2"
 Length (without attachment) 123.7"
 Length of Track on Ground 65.6"

SVL97-3HFCC Base Price: \$101,953.00

Selected Kubota Attachments

(1) AT&T TIER 3 TELEMATICS MODEM DCU6770-AT&T TIER 3 TELEMATICS MODEM	\$475.00
(1) SVL-3 HITCH GUARD S6974-SVL-3 HITCH GUARD	\$279.00
(1) 80" Heavy Duty, Low Profile, Long Floor, Side Cutter and Bolt-on Cutting Edge, 21.3 cu-ft heaped capacity S6606-80" Heavy Duty, Low Profile, Long Floor, Side Cutter and Bolt-on Cutting Edge, 21.3 cu-ft heaped capacity	\$2,825.00
(1) 14 PIN TO 14 PIN ADAPTER S6650-14 PIN TO 14 PIN ADAPTER	\$638.00
(1) SVL-3 AUX COUPLER GUARD S6973-SVL-3 AUX COUPLER GUARD	\$489.00
(1) SVL-3 LIGHT GUARD S6976-SVL-3 LIGHT GUARD	\$662.00

Selected Land Pride Attachments

(1) 25 Series Skid Grader, 84" Width AP-SG2584-25 Series Skid Grader, 84" Width	\$3,950.00
(1) HB Series Hopper Broom, 84" Width AP-HB84-14-19-HB Series Hopper Broom, 84" Width	\$11,306.00
(1) 30 Series Root Grapple, 80" Width AP-RG3080-21-31-30 Series Root Grapple, 80" Width	\$7,071.00
(1) 25 Series Stump Grinder AP-SSG2524-20-32-90-25 Series Stump Grinder	\$10,075.00

Total Kubota Attachments:	\$5,368.00
Total Land Pride Attachments:	\$32,402.00
Total Attachments:	\$37,770.00
Configured Price:	\$139,723.00

Sourcewell Discounts:

Kubota Items:	(\$25,757.04)
Land Pride Items:	(\$8,100.50)
Total Discount:	(\$33,857.54)
SUBTOTAL:	\$105,865.46

Kubota Item Fees:

Dealer Assembly:	\$55.00
Freight Cost:	\$887.50
PDI:	\$400.00

Land Pride Item Fees:

Dealer Assembly:	\$525.00
GD7030103 PERRY COMPANY 3/8 INCH POLYCARBONATE WINDSHIELD	\$1,299.00

Total Unit Price: \$109,031.96
 Quantity Ordered: 1

Final Sales Price: \$109,031.96

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 6, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of Two Utility Vehicles for the Public Works Refuse Department through Sourcewell from Parish Tractor Company, LLC, in the amount of \$43,744.26. (TT)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted FY2026, Public Works Refuse Department Capital Equipment

ATTACHMENTS:

1. 01-20-26 26-xxx Authorize Purchase Utility Vehicles Public Works Refuse Sourcewell
2. 2025.12.17 Quote - Public Works Refuse - Parish Tractor Company Kubota Utility Vehicles x2

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
TWO UTILITY VEHICLES FOR THE PUBLIC WORKS REFUSE DEPARTMENT
THROUGH SOURCEWELL FROM PARISH TRACTOR COMPANY, LLC
IN THE AMOUNT OF \$43,744.26**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of Two Utility Vehicles for the Public Works Refuse Department through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the total amount of \$43,744.26;
2. That the Mayor is hereby authorized to approve payment to Parish Tractor Company, LLC, in the amount of \$21,972.13 each for Two (2) New Kubota RTVX2L-SKLA-1 Utility Vehicles, per Quote No. 2929826 dated December 17, 2025;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 20th DAY OF JANUARY, 2026.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 20, 2026.

City Clerk

Quote Provided By
 PARISH TRACTOR COMPANY, LLC
 Charles Jones
 22463 AL-59
 Robertsdale, AL 39567
 email: charles@parishtractor.com
 phone: 2519474171

- Standard Features -

- Custom Options -



RTV-X LONG BED Orange Models
 *** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Digital Multi-function Display
 Speedometer
 Front Independent Adjustable Suspension
 Rear Independent Adjustable Suspension
 Brakes - Front/Rear Wet Discs
 Rear Brake Lights / Front Headlights
 2" Hitch Receiver, Front and Rear
 Deluxe 60/40 split bench front seats with driver's side seat adjustment
 Under front seat Storage Compartments
 Lockable Glove Box
 Front Guard (radiator guard and bumper)
 Low/High LED Headlights
 Factory Spray-on Bedliner

BASIC UNITS

RTV-X Long Bed Orange / Camo Models
 Variable Hydro Transmission (VHT-X)

ENGINE

Model: Kubota D1105
 3 Cyl, 68.8 cu in
 +23.3 Gross Eng HP
 60 Amp Alternator

TRANSMISSION

VHT-X
 Variable Hydro Transmission (VHT-X)
 Forward Speeds: Low 0-15 mph, High 0-25 mph
 Reverse: 0-17 mph
 Limited-slip Front Differential
 Rear Differential Lock

HYDRAULICS

Hydrostatic Power Steering w/ manual tilt-feature
 Hydraulic Cargo Dump
 Hydraulic Oil Cooler

FLUID CAPACITY

Fuel Tank: 7.9 gal
 Cooling: 8.6 qts
 Engine Oil: 4.3 qts
 Transmission Oil: 1.8 gal
 Brake Fluid: 0.4 qts

DIMENSIONS

Width: 63 in
 Height: 80 in
 Length: 153 in
 Wheelbase: 98.2 in
 Tow Capacity: 1300 lbs
 Ground Clearance F/R: 11.3 in / 9.4 in
 Suspension Travel: 8.0 in
 Turning Radius: 17.1 ft

CARGO BOX

Width: 54.5 in
 Length: 72.3 in
 Depth: 11.6 in
 Load Capacity: 1212 lbs
 Vol. Capacity: 26.1 cu ft

SAFETY EQUIPMENT

SAE J2194 & OSHA 1928 ROPS
 Horn
 Dash-mounted Parking Brake
 Spark Arrester Muffler
 Retractable 2-point Seat Belts

RTVX2L-SKLA-1 Base Price: \$23,899.00

Selected Kubota Attachments

(1) CANOPY - PLASTIC (BLACK) 77700-VC5011-CANOPY - PLASTIC (BLACK)	\$610.30
(1) WINDSHIELD ACRYLIC CLEAR 77700-V5027-WINDSHIELD ACRYLIC CLEAR	\$641.11
(1) MIRRORS - EXTERNAL (2) 77700-VC5076-MIRRORS - EXTERNAL (2)	\$210.78
(1) WIRE HARNESS KIT / MULTIPLE ACCESSORY 77700-VC5080-WIRE HARNESS KIT / MULTIPLE ACCESSORY	\$231.27
(1) STROBE LIGHT 77700-VC5056-STROBE LIGHT	\$230.24

Total Kubota Attachments: \$1,923.70

Total Attachments: \$1,923.70

Configured Price: \$25,822.70

Sourcewell Discounts:

Kubota Items: (\$5,680.99)

Total Discount: (\$5,680.99)

SUBTOTAL: \$20,141.71

Kubota Item Fees:

Dealer Assembly: \$449.17

Freight Cost: \$881.25

PDI: \$400.00

Total Unit Price: \$21,872.13

Quantity Ordered: 2

Final Sales Price: \$43,744.26

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 6, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Dump Truck for the Public Works Street Department through Sourcewell from Truckworx - Kenworth of Mobile, Inc., in the amount of \$205,000. (TT)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted FY2026, Public Works Street Department Capital Equipment

ATTACHMENTS:

1. 01-20-26 26-xxx Authorize Purchase Dump Truck Public Works Street Sourcewell
2. 2025.12.29 Quote - Public Works Street - Truckworx Kenworth Dump Truck

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
DUMP TRUCK FOR THE PUBLIC WORKS STREET DEPARTMENT
THROUGH SOURCEWELL FROM TRUCKWORX - KENWORTH OF MOBILE, INC.
IN THE AMOUNT OF \$205,000**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of a Dump Truck for the Public Works Street Department through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the total amount of \$205,000;
2. That the Mayor is hereby authorized to approve payment to Kenworth of Mobile, Inc., in the amount of \$205,000.00 for One (1) New 2026 Kenworth T480 Triaxle Dump Truck, per the quote dated December 29, 2025;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 20th DAY OF JANUARY, 2026.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 20, 2026.

City Clerk

Attn: City of Orange Beach

12/29/25

2026 Kenworth T480 Triaxle Dump

Sourcewell Contract #032824-KTC



White 2026 Kenworth Chassis – PX9 360 engine / Allison 3000RDS transmission

Black Ox Stampede Dump Bed w/ high lift tailgate, pintle hitch, vibrator & tarp

Total Purchase Price: \$205,000.00

Grayson McCall and Robby Jaye

Government Sales Team





**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 6, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Leaf Vacuum for the Public Works Refuse Department through Sourcewell from Environmental Products Group, Inc., in the amount of \$79,239.23. (TT)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted FY2026, Public Works Refuse Capital Equipment

ATTACHMENTS:

1. 01-20-26 26-xxx Authorize Purchase Leaf Vacuum Public Works Refuse Sourcewell
2. 2025.12.29 Quote - Public Works Refuse - Environmental Products Group Leaf Vac

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
LEAF VACUUM FOR THE PUBLIC WORKS REFUSE DEPARTMENT
THROUGH SOURCEWELL FROM ENVIRONMENTAL PRODUCTS GROUP, INC.
IN THE AMOUNT OF \$79,239.23**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of a Leaf Vacuum for the Public Works Refuse Department through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the total amount of \$79,239.23;
2. That the Mayor is hereby authorized to approve payment to Environmental Products Group, Inc., in the amount of \$79,239.23 for One (1) New ODB Model LCT6000 Leaf Vacuum, per the quote dated November 18, 2025;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 20th DAY OF JANUARY, 2026.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 20, 2026.

City Clerk

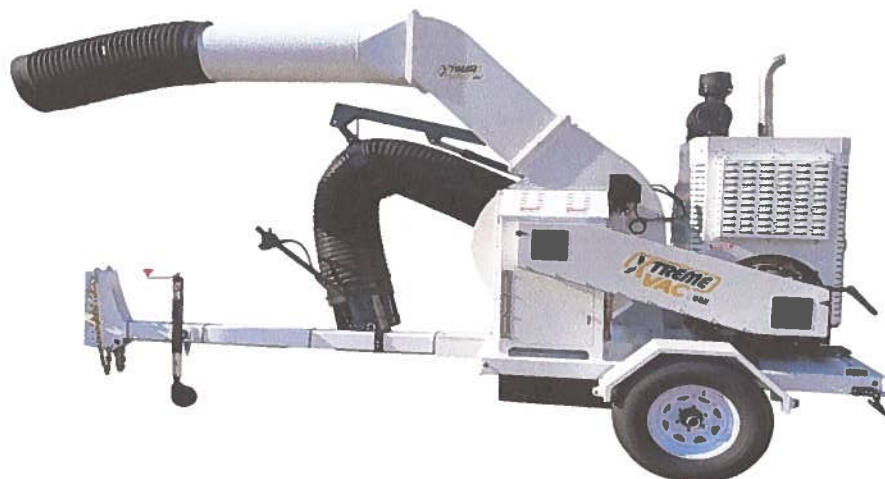


Proposal Summary

Prepared for:

Orange Beach, AL

ODB LCT LEAF VAC





November 18, 2025

ODB Leaf VAC

Environmental Products would like to thank you for the opportunity to present the **ODB Leaf Vac**.

Environmental Products Group is the sole provider of Petersen Grapple Trucks and Lightning Loaders in the state of Alabama, as well as many other leading industry product lines including: Elgin Street Sweepers, Vactor Sewer Cleaning Equipment, Envirosight Pipeline Inspection Cameras, PB Asphalt Pothole Patchers, Madvac Sweepers and Vacuums, and a host of parts, tools and accessories for all your needs.

Environmental Products Group prides itself on our local parts, service, and training capabilities. With multiple full-service locations throughout Florida, Alabama, Georgia, and Memphis, Tennessee; including Vactor, Elgin, and Envirosight repair centers, extensive parts inventory, factory-trained technicians, mobile parts and service, rentals, turnkey maintenance packages, leasing options, and much more... we are ready to service your every need.

Thank you for your consideration.

MEMPHIS

2995 Sandbrook St.
Memphis, TN 38116
P: 901.630.5658
F: 901.630.5659

DEERFIELD BEACH

1907 SW 43rd Terrace
Suites G & H
Deerfield Bch, FL 33442
P: 954.518.9923
F: 954.518.9926

ATLANTA

4410 Wendell Dr SW
Atlanta, GA 30336
P: 404.693.9700
F: 404.693.9690

CORPORATE

2525 Clarcona Rd.
Apopka, FL 32703
P: 407.798.0004
F: 407.798.0013

www.MyEPG.com

Product Description

X-Treme Vac by ODB - Model LCT600 Leaf Vacuum

Standard Loader Features

John Deere Diesel Engine - 4 cylinder, 74 Horsepower
Electronic Engine Controls w/ Safety Shutdown System
Boxed Perforated Radiator Screen
44 gallon Poly Fuel Tank
13" Clutch Assembly w/ 2.25" Diameter PTO Shaft, Safety Engagement
Suction Impeller (6) 3/8" Thick T-1 Steel Blades
Power Band Belt for Impeller
Hydraulic Hose Boom w/ 12 Volt Electric Hydraulic Pump
LED Lighting w/ Oval LED Amber Flashing Light at Rear
16" Diameter x 120" Rubber Intake Hose, Steel Nozzle
16" Diameter x 48" Rubber Exhaust Hose
1/4" Trailer Deck
Heavy Duty, Height Adjustable Pintle Eye w/ (3) Quick Release Pins
Parking Jack w/ 5" Swivel Castor Wheel
Electric Brakes w/ Break Away Actuator
Optional Item Included:
30" CCW Shred-Master Fan

Sale Price: **\$79,239.23**

Sourcewell Contract # *112624-ODB*

- Includes Delivery to Orange Beach

Please don't hesitate to call with questions, or if you need any additional information. Thank you for your interest and the opportunity to earn your business.

Signature

Date

Sourcewell is a national municipal contracting agency committed to serving its Members purchasing needs. Sourcewell is driven to provide efficient public service through our national contract purchasing solutions and other related programs. Sourcewell is able to do this as they work together, creating a unified purchasing alliance that is valued by both Sourcewell Members and contracted suppliers.

Both Vactor Sewer Cleaners and Elgin Street Sweepers are available on this contract. Contract #031710-FSC is for Public Utility Vehicles and Services, Apparatus, Equipment and Accessories.



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 6, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Vehicle for the Coastal Resources Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$68,532. (PW/TT)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted FY2026, Coastal Resources Department Capital Equipment

ATTACHMENTS:

1. 01-20-26 26-xxx Authorize Purchase Vehicle Coastal Resources State Bid
2. 2025.10.16 Quote - Coastal Resources - Stivers Ford Lincoln 2026 Ford F350 Pickup Truck

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
VEHICLE FOR THE COASTAL RESOURCES DEPARTMENT
THROUGH STATE BID FROM STIVERS FORD LINCOLN, INC.
IN THE AMOUNT OF \$68,532**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of a Vehicle for the Coastal Resources Department from Stivers Ford Lincoln, Inc., through Alabama State Bid in a total amount of \$68,532;
2. That the Mayor is hereby authorized to approve payment to Stivers Ford Lincoln, Inc., in the amount of \$68,532.00 for One (1) New 2026 Ford F-350 Supercrew 4x4 W3F Pickup Truck; and
3. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 20th DAY OF JANUARY, 2026.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 20, 2026.

City Clerk

2026 FORD F350 SUPER CREW 4x4 CHASSIS CAB - MODEL W3F

CONTRACT NUMBER: 230000003416-23

FORD CAB & CHASSIS CONTRACT

CONTRACT AMOUNT: \$53,770

INCLUDES: XL 630A, Super Crew 4x4, 7.3L V8 Gas Engine, 10 Spd AutoTransmission, Power Windows & Door Locks, Keyless Entry, Cruise Control, Vinyl Flooring, Vinyl 40/20/40 Seat, AM/FM Radio, Bluetooth.

STATE CONTRACT PRICE (T191)

W3H Option to W3H F350 Crew Cab DRW 60" Cab to Axle

\$	53,770	<input checked="" type="checkbox"/>
\$	2,416	<input checked="" type="checkbox"/>

FACTORY OPTIONS

872 Rear Camera Prep Kit

\$	515	<input checked="" type="checkbox"/>
----	-----	-------------------------------------

512 Spare Tire & Wheel

\$	350	<input checked="" type="checkbox"/>
----	-----	-------------------------------------

52B Trailer Brake Controller

\$	300	<input checked="" type="checkbox"/>
----	-----	-------------------------------------

18B Platform Running Boards

\$	445	<input checked="" type="checkbox"/>
----	-----	-------------------------------------

67B 410 Amp Alternator

\$	215	<input type="checkbox"/>
----	-----	--------------------------

18A Vehicle Integration System 2.0

\$	400	<input type="checkbox"/>
----	-----	--------------------------

67H Heavy-Service Front Suspension Package. Recommended if Installing Heavy Brushguard

\$	125	<input checked="" type="checkbox"/>
----	-----	-------------------------------------

86M Dual Batteries - Included w/ Diesel Engines

	NC	<input type="checkbox"/>
--	----	--------------------------

43C 120V / 400W Outlet

\$	225	<input type="checkbox"/>
----	-----	--------------------------

43K Pro Power Onboard - Requires 86M Dual Batteries. Placement & Connection Performed by Upfitter

\$	985	<input type="checkbox"/>
----	-----	--------------------------

76C Exterior Backup Alarm

\$	230	<input type="checkbox"/>
----	-----	--------------------------

52S Interior Work Surface (Requires 40/20/40 Seat)

\$	140	<input type="checkbox"/>
----	-----	--------------------------

96V XL Chrome Package - Includes Boxlink, Chrome Hub Covers, Chrome Front & Rear Step Bumper, Fog Lamps

\$	425	<input type="checkbox"/>
----	-----	--------------------------

OTHER OPTIONS

WHEEL BASE OPTIONS:

179 179" Wheelbase For Body Installations - 60" Cab to Axle

Included	<input checked="" type="checkbox"/>
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DRIVE TRAIN OPTIONS:

99N 7.3L V8 Gas Engine

Standard	<input type="checkbox"/>
----------	--------------------------

X37 4.30 Electronic Locking Axle (Standard w/ 7.3L Gas Engine)

Standard	<input type="checkbox"/>
----------	--------------------------

99T 6.7L V8 Diesel Engine (State Contract Diesel Option - Contract # 220000003416-24)

\$	10,211	<input checked="" type="checkbox"/>
----	--------	-------------------------------------

X3E 3.73 Electronic Locking Axle (Standard w/ 6.7L Diesel Engine)

NC	<input checked="" type="checkbox"/>
----	-------------------------------------

41H Heater, Engine Block

\$	100	<input type="checkbox"/>
----	-----	--------------------------

TCH T275/65Rx18E BSW A/S

Standard	<input type="checkbox"/>
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COLOR OPTIONS:

Z1 Oxford White

NC	<input checked="" type="checkbox"/>
----	-------------------------------------

INTERIOR OPTIONS:

AS 40/20/40 Vinyl Seats - Medium Dark Slate

XL Standard	<input checked="" type="checkbox"/>
-------------	-------------------------------------

LS 40/Mini-Console/40 Vinyl Seat - Medium Dark Slate (Shallow Tray on Floor)

\$	355	<input type="checkbox"/>
----	-----	--------------------------

1S 40/20/40 Cloth Seats - Medium Dark Slate

\$	315	<input type="checkbox"/>
----	-----	--------------------------

4S 40/Mini-Console/40 Cloth Seat - Medium Dark Slate (Shallow Tray on Floor)

\$	615	<input type="checkbox"/>
----	-----	--------------------------

STIVERS FORD OPTIONS:

CL1 Reading Service Body Model CL108SW - Classic II Nine (9) Ft Steel Service Body Equipped with

\$	12,995	<input type="checkbox"/>
----	--------	--------------------------

Three Compartments on Each Side, Recessed Frame-Mounted Rear Bumper, Powder Coat Finish,

Aluminum Dish Around Fuel Cap, Signature Hidden Hinges Designed to Resist Forcible Entry,

MasterLock - Steel Slide Bar That Simultaneously Locks All Compartments On One Side, 4/7 Pin Connector,

Ford Camera Installed On Rear of Service Body, & Install Receiver Hitch

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

DEK	DECKED DRAWER SYSTEM 6' 1/4 LONG FOR SERVICE BODY FLOOR	\$	1,875	<input type="checkbox"/>
MLB	Third Brake Light Bracket & Federal Signal 15" Mini Dual Color (A/W) Light Bar	\$	1,001	<input type="checkbox"/>
5VM	5" Vise and Vise Mount	\$	534	<input type="checkbox"/>
IVT	1000 WATT INVERTER MOUNTED IN SERVICE BODY	\$	465	<input type="checkbox"/>
WC5	5 GALLON WATER COOLER BRACKET	\$	152	<input type="checkbox"/>
SM1	Reading SpaceMaker Lids - Provides Top-Opening Compartment w/ Additional 15% Storage Space	\$	1,792	<input type="checkbox"/>
TG1	Liftgate - Maxon Liftgate Intalled on Reading Service Body		Request	<input type="checkbox"/>
LR1	Ladder Rack - Over the Cab 8 ft Ladder Rack	\$	2,095	<input type="checkbox"/>
BL1	Bedliner - Spray In Bedliner - Service Body Bed Floor & Bed Walls	\$	895	<input type="checkbox"/>
LED	4 Corner LED Strobe Lights	\$	745	<input type="checkbox"/>
FM1	Heavy Duty Rubber Floor Mats	\$	199	<input type="checkbox"/>
BGW	Brush Guard Bumper w/ Winch	\$	2,949	<input type="checkbox"/>
FB1	Reading Flatbed Pricing Available Upon Request		Request	<input type="checkbox"/>

DELIVERY: State Contract Provisions for \$2.00 / mile one-way

400

Delivery Address: 4697 Walker Ave

TOTAL VEHICLE (Required)

Customer: City of Orange Beach

Contact: Tim Tabb

Phone: _____

Email: _____

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required) [Signature]

DATE (Required): 12/3/25

PURCHASE ORDER NUMBER: (Required)

QUANTITY (Required)



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 6, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Vehicle for the Coastal Resources Department through State Bid from McSweeney Auto Group Clanton, LLC, in the amount of \$43,856.57. (PW/TT)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted FY2026, Coastal Resources Department Capital Equipment

ATTACHMENTS:

1. 01-20-26 26-xxx Authorize Purchase Vehicle Coastal Resources State Bid Chevrolet
2. 2025.12.19 Quote - Coastal Resources - McSweeney Auto 2026 Chevrolet Silverado Pickup Truck

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
VEHICLE FOR THE COASTAL RESOURCES DEPARTMENT
THROUGH STATE BID FROM MCSWEENEY AUTO GROUP CLANTON, LLC
IN THE AMOUNT OF \$43,856.57**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of a Vehicle for the Coastal Resources Department from McSweeney Auto Group Clanton, LLC, through Alabama State Bid in a total amount of \$43,856.57;
2. That the Mayor is hereby authorized to approve payment to McSweeney Auto Group Clanton, LLC, in the amount of \$43,856.57 for One (1) New 2026 Chevrolet Silverado 1500 4WD Crew Cab 147” Work Truck; and
3. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 20th DAY OF JANUARY, 2026.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 20, 2026.

City Clerk



McSweeney Auto

Dustin Manning | 256-605-4967 | dmanning@mcsweeneyauto.com

City of Orange Beach

Prepared For: Tim Tabb

251-923-6871

ttabb@orangebeachal.gov

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck

Selected Model and Options

MODEL

CODE	MODEL	Invoice
CK10543	2026 Chevrolet Silverado 1500 4WD Crew Cab 147" Work Truck	

COLORS

CODE	DESCRIPTION
01U	Special Exterior Color All normally body colored non-sheet metal parts will be black including front fascias, cab spoiler on Double & Crew cabs and LT trim door handles. May require extended lead time. (Not available with Regular Cab, (5Y1) Seats, (AMF) Remote Keyless Entry Package, (RPP) Wheels, (5W4) Special Service Package or (9C1) Police Pursuit Package.)

OPTIONS

CODE	DESCRIPTION	Invoice
01U	Special Exterior Color All normally body colored non-sheet metal parts will be black including front fascias, cab spoiler on Double & Crew cabs and LT trim door handles. May require extended lead time. (Not available with Regular Cab, (5Y1) Seats, (AMF) Remote Keyless Entry Package, (RPP) Wheels, (5W4) Special Service Package or (9C1) Police Pursuit Package.)	\$0.00
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00
9V5	Paints, solid, Woodland Green All normally body colored non-sheet metal parts will be black including front fascias, cab spoiler on Double & Crew cabs and LT trim door handles. May require extended lead time. (Requires (01U) Special Exterior Color. Not available on Regular Cab.)	\$409.50
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	\$0.00



McSweeney Auto

Dustin Manning | 256-605-4967 | dmanning@mcsweeneyauto.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

OPTIONS		
CODE	DESCRIPTION	Invoice
C5Y	GVWR, 7100 lbs. (3221 kg) (Requires Crew Cab 4WD model with (L84) 5.3L EcoTec3 V8 engine.)	Inc.
CTT	Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Included and only available with (Z82) Trailering Package.)	Inc.
FE9	Emissions, Federal requirements	\$0.00
G80	Auto-locking rear differential (Required with (L84) 5.3L EcoTec3 V8 engine when (Z82) Trailering Package is ordered. Included with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package.)	Inc.
GU5	Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	Inc.
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	\$0.00
JHD	Hill Descent Control (Included and only available with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package.)	Inc.
JL1	Trailer brake controller, integrated (Requires (Z82) Trailering Package.)	\$250.25
K47	Air filter, heavy-duty (Included and only available with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package. Available free flow as a SEO.)	Inc.
KC4	Cooling, external engine oil cooler (Included and only available with V8 engines.)	Inc.
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) interior power outlet) (Included and only available with (KI4) Power outlet. Not available with (ZW9) pickup bed delete.)	Inc.
KI4	Power outlet, interior power outlet, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (QT5) EZ Lift power lock and release tailgate. Included with (5W4) Special Service Package and (9C1) Police Pursuit Package. Includes (UBI) USB ports.)	\$204.75
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)	Inc.
KW7	Alternator, 170 amps (Included and only available with (L84) 5.3L EcoTec3 V8 engine. Not available with (L3B) TurboMax engine or (VYU) Snow Plow Prep Package.)	\$0.00
L84	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency (Not available with C*10703 Regular Cab model. Retail orders require (G80) auto-locking differential. Fleet or Government order types require (G80) auto-locking differential on CC10543 Crew Cab models or with (PEB) WT Value Package.)	\$1,451.45
MHT	Transmission, 10-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	Inc.

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Data Version: 27130. Data Updated: Dec 1, 2025 6:46:00 PM PST.



McSweeney Auto

Dustin Manning | 256-605-4967 | dmanning@mcsweeneyauto.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

OPTIONS		
CODE	DESCRIPTION	Invoice
NQH	Transfer case, two-speed electronic Autotrac with push button control (4WD models only) (Included and only available with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package. Free flow requires Regular Cab model.)	Inc.
NZZ	Skid Plates (Included and only available with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (9C1) Police Pursuit Package. Available free flow with Fleet or Government order type.)	Inc.
QDV	Tires, 265/70R17 all-terrain, blackwall	\$182.00
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release	\$136.50
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)	\$0.00
TGK	Special Paint (Requires (01U) Special Exterior Color.)	\$0.00
UBI	USB ports, rear, dual, charge-only (Included and only available with (KI4) 120-volt power outlet on Crew and Double Cab models only.)	Inc.
XCQ	Tire, spare 265/70R17SL all-season, blackwall (Included and only available with (QDV) 265/70R17 all-terrain blackwall tires or all 18" wheels and tires.)	Inc.
Z71	Z71 Off-Road Package includes (Z71) Off-Road suspension, (JHD) Hill Descent Control, (NZZ) skid plates and (K47) heavy-duty air filter (Requires Crew Cab or Double Cab 4WD model, (L84) 5.3L EcoTec3 V8 engine and AT or MT tires. Includes Z71 hard badge, (G80) locking differential and (NQH) 2-speed transfer case. Not available with (L3B) TurboMax engine.)	\$859.95
Z82	Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (With (L84) 5.3L EcoTec3 V8 engine requires (G80) locking differential. Included with (PEB) WT Value Package.)	\$386.75
Options Total		\$3,881.15

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Price Summary

PRICE SUMMARY



VIN #:

Bill To:

City of Orange
Beach

Year: 2026

Trim Level: WT

Description: Chevrolet Silverado Crew
Cab 4WD

Bid: MA240000004917

2026 Chevrolet Silverado Crew Cab 4WD

Description	Invoice
Base Price (AL State Bid)	\$ 39,975.42
Package Upgrade	\$ -
Diesel Engine Upgrade	\$ -
Factory Options	\$ 3,881.15
Subtotal	\$ 43,856.57
Upfit	\$ -
Title	\$ -
Delivery (\$2/mile)	\$ -
Total Sales Price	\$ 43,856.57

86 Peach Tower Rd, Clanton AL 35045

1-205-287-2464

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McSweeney Auto

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Standard Equipment

Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Mechanical

Durabed, pickup bed

Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)

Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine. Requires (AZ3) front 40/20/40 split-bench seats.)

Rear axle, 3.42 ratio

GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine.)

Push Button Start

Automatic Stop/Start (Not available with (5W4) Special Services Package, (9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.)

Transfer case, single speed electronic Autotrac with push button control (4WD models only)

Four wheel drive

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Alternator, 220 amps (Included with (L3B) TurboMax engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.)

Recovery hooks, front, frame-mounted, Black

Frame, fully-boxed, hydroformed front section

Suspension Package, Standard

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill

Exhaust, single outlet

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Exterior

- Tires, 255/70R17 all-season, blackwall (STD)
- Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)
- Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
- Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
- Bumpers, front, Black (semi-gloss)
- Bumpers, rear, Black (semi-gloss)
- CornerStep, rear bumper
- Cargo tie downs (12), fixed rated at 500 lbs per corner
- Headlamps, halogen reflector with halogen Daytime Running Lamps
- IntelliBeam, automatic high beam on/off
- Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)
- Taillamps with incandescent tail, stop and reverse lights
- Mirrors, outside manual, Black (Standard on Crew Cab and Double Cab models only. Not available on Regular Cab models.)
- Glass, solar absorbing, tinted
- Door handles, Black
- Tailgate and bed rail protection cap, top
- Tailgate, standard
- Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)
- Tailgate, gate function manual, no EZ Lift

Entertainment

- Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
- Sirius XM, delete (Can be upgraded to (U2K) SiriusXM.)
- Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
- Wireless phone projection for Apple CarPlay and Android Auto
- Bluetooth for phone, connectivity to vehicle infotainment system
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Interior

- Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
- Seat trim, Vinyl
- Seat adjuster, driver 4-way manual
- Seat adjuster, passenger 4-way manual
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
- Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
- Steering wheel, urethane
- Steering column, Tilt-Wheel, manual with wheel locking security feature
- Steering column lock, electrical
- Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5" diagonal monochromatic display
- Exterior Temperature Display located in radio display
- Compass located in instrument cluster
- Window, power front, drivers express up/down
- Window, power front, passenger express down
- Windows, power rear, express down (Not available with Regular Cab models.)
- Door locks, power
- Remote Keyless Entry, with 2 transmitters
- Cruise control, electronic with set and resume speed, steering wheel-mounted
- Power outlet, front auxiliary, 12-volt
- USB Ports, 2, Charge/Data ports located on instrument panel
- Air conditioning, single-zone manual
- Air vents, rear, heating/cooling (Not available on Regular Cab models.)
- Mirror, inside rearview, manual tilt
- Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

- Automatic Emergency Braking
- Front Pedestrian Braking

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

HD Rear Vision Camera

Lane Keep Assist with Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Silverado TurboMaxTM engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Silverado TurboMaxTM engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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MC SWEENEY A U T O G R O U P



COMMIT TO PURCHASE

Bill to:

Quote #:

Date:

Prepared by:

	DESCRIPTION	QTY	UNIT \$	AMOUNT
<i>Purchasing vehicles under state contract #</i>	<input type="checkbox"/> MA240000004918		Cab Chassis	
	<input type="checkbox"/> MA240000004922		Law Enforcement	
	<input type="checkbox"/> MA240000004917		Fleet Vehicle	

VEHICLE:

DELIVERY: \$2/mile - State contract terms

TOTAL:

SIGNATURE OF ACCEPTANCE:

Signature

Print Name

Title

Date

PO # (required) _____

TERMS & CONDITIONS

Execution of this form authorizes McSweeney Chevy GMC to place vehicle order on behalf of the signor and commits signor to its purchase. Vehicle to be picked up/delivered within seven days of chassis arrival to McSweeney Chevy GMC. Vehicle payment due on receipt to customer or scheduled upfitter, if applicable, in accordance to the State Contract terms. Failure to comply will result in additional interest fees of 7.5%



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 6, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of Two Fire Engine Trucks for the Fire Department through the Houston-Galveston Area Council from Emergency Equipment Professional, Inc., in an amount of \$2,017,624. (JS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted FY2026, Fire Department Capital Equipment

ATTACHMENTS:

1. 01-20-26 26-xxx Authorize Purchase Two Fire Engines H-GAC
2. 2025.12.29 Quote - Fire - Emergency Equipment Professionals Fire Trucks x2

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
TWO FIRE ENGINE TRUCKS FOR THE FIRE DEPARTMENT
THROUGH THE HOUSTON-GALVESTON AREA COUNCIL
FROM EMERGENCY EQUIPMENT PROFESSIONAL, INC.
IN THE AMOUNT OF \$2,017,624**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of Two Fire Engine Trucks for the Fire Department through the Houston-Galveston Area Council (H-GAC), approved by the State of Alabama and the Public Examiners Office, in the total amount of \$2,017,624;
2. That the Mayor is hereby authorized to approve payment to Emergency Equipment Professional, Inc., in an amount not to exceed \$1,008,812.00 each for Two (2) Pierce Enforcer Pumper Trucks as specified, per Proposal No. 1049 dated December 29, 2025;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 20th DAY OF JANUARY, 2026.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 20, 2026.

City Clerk



Equipment Proposal

Proposal # _____

This Equipment Proposal (the "Proposal") has been prepared by Emergency Equipment Professionals, Inc. ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Proposal Date: _____ **Customer:** _____

Customer Address: _____

Qty	Product Description & Options	Price
Total:		

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately _____ (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: _____

Unless accepted within _____ days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer:

Emergency Equipment Professionals, Inc.

By: _____

By: _____

Title: _____

Title: _____

Print: _____

Print: _____

Date: _____

Date: _____

PURCHASING TERMS AND CONDITIONS

(Alabama)

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Emergency Equipment Professionals, Inc. , a Mississippi corporation, ("Company") and Customer (as defined in EEP's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.

- a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
- b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
- e. **"Manufacturer"** means the Manufacturer of any Product.
- f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **"Purchase Price"** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.
- i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.
6. Cancellation/Termination.
 - a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.
 - b. Ambulance Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. Prior to commencement of engineering, any cancellation of Product order will incur a \$5,000 cancellation fee to the Customer. Once Company or Manufacturer commences engineering, no cancellation of this Product order is permitted, and the full purchase price is due and payable to Company. Notwithstanding other provisions of this Agreement, and in addition thereto, Company shall be entitled to its reasonable and anticipated lost profit from such cancellation.
7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE

CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacturer in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts, or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Shelby County, Alabama.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Emergency Equipment Professionals, Inc. will be governed by and construed in accordance with the laws of the State of Alabama. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the EEP Proposal and these Terms and Conditions, the EEP Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 6, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of an amended task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical testing and engineering services for Pickleball Courts in an amount not to exceed \$9,000. (GS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-20-26 26-xxx Authorize Amended Task Order GeoCon Pickleball Courts
2. 2025.12.19 Amended Task Order GeoCon Engineering Pickleball Courts

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDED
TASK ORDER WITH GEOCON ENGINEERING & MATERIALS TESTING, INC.
TO PROVIDE GEOTECHNICAL TESTING AND ENGINEERING SERVICES FOR
PICKLEBALL COURTS
IN AN AMOUNT NOT TO EXCEED \$9,000**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 25-008 adopted January 7, 2025, approved a contract with GeoCon Engineering & Materials Testing, Inc., to perform certain geotechnical analysis and construction materials testing services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. On November 19, 2024, City Council adopted Resolution No. 24-227 authorizing a task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical testing and engineering services for pickleball courts in an amount not to exceed \$6,555.
4. The City’s Construction Manager has submitted an amended task order (attached Exhibit A) for Council approval.
5. The proposed Task Order requires GeoCon Engineering & Materials Testing, Inc., to provide expanded geotechnical testing and engineering services for pickleball courts, a new pavilion area, and related parking and access drive areas.
6. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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

1. That the Mayor is hereby authorized to execute the amended Task Order as presented to Council between the City of Orange Beach and GeoCon Engineering & Materials Testing, Inc., on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$9,000.00 to GeoCon Engineering & Materials Testing, Inc., to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 20th DAY OF JANUARY, 2026.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 20, 2026.

City Clerk



July 17, 2025

City of Orange Beach

P.O. Box 458
Orange Beach, Alabama 36561

Attn: Mr. Glenn Smith

Re: Proposal for Construction Materials Testing

Proposed Pickleball Courts
Canal Road
Orange Beach, Alabama

Dear Mr. Smith:

GeoCon Engineering & Materials Testing, Inc. appreciates the opportunity to provide a proposal for Special Inspections and Construction Materials Testing for the above-referenced project.

Project Description

We understand that the project will include a new pickleball park located along Canal Road in Orange Beach, AL. This project will include one (1) new pavilion area and fourteen (14) new pickleball courts with related parking and access drive areas.

Scope of Testing and Inspection Services

Based on our review of the project plans and specifications, our scope of testing and Special Inspection services will cover the structural elements as follows:

- Earthwork monitoring, proof-roll observations and soil compaction/density testing
- Footing/Slab observation and inspections - to include reinforcing steel (rebar) placement inspections and soil bearing capacity testing.
- Cast In-place Concrete - to include slump, air content, concrete temperature and compressive strength testing. Testing for this section includes all structural concrete components (footings, slabs and walls)
- All reports will be reviewed and signed by the Project Engineer

Unit Fee Schedule

Below is a list of unit costs most commonly associated with a project of this nature.

1. Engineering Technician	\$ 80.00/hour
2. Engineering Technician (Overtime)	\$ 115.00/hour
3. Special Inspector	\$ 110.00/hour
4. Special Inspector (Overtime)	\$ 155.00/hour
5. Standard Soil Proctor Test	\$ 140.00/test
6. Soil Classification	\$ 140.00/test
7. Field Nuclear Density Reading (compaction test)	\$ 23.00/test
8. Compression Test of Concrete Cylinders/Cubes	\$ 15.00/test
9. Masonry (CMU) Prisms	\$ 50.00/prism
10. Clerical	\$ 80.00/hour
11. Materials Specialist	\$ 140.00/hour
12. Project Geotechnical Engineer	\$ 180.00/hour
13. Trip Charge	\$ 20.00/trip

Note: Trip charge includes mileage. Min. of 3 hours per trip. Overtime rate is for weekends, major holidays and work prior to 6:00 am or after 5:00 pm. We can provide a cost for services not included above at your request.

Fee Estimate

We anticipate that testing and inspections will be performed on an on-call basis for this project with some services requiring full-time inspections and testing. After reviewing the final plans and project schedule, we could provide you with a more detailed cost estimate. For estimating purposes, we recommend that you budget **\$9,000.00** for the above-described construction materials testing and Special Inspections. The client should note that the final cost of testing services is dependent on the weather, the contractors' daily schedule and performance, etc. However, we will not exceed this amount without a written description of the reason for the additional cost and proper authorization from you.

Testing Standards

Our work on this project would be completed in general accordance with applicable ASTM standards and with generally accepted current standards of geotechnical engineering practices. Special Inspections will be based on Chapter 17 of the International Building Code (IBC). We maintain general and professional liability insurances in amounts typically acceptable for similar projects. A copy of our insurance certificates can be obtained at your request.

Authorization

To authorize us to proceed with the above-described geotechnical services, please complete the authorization form and return it to this office for our file. GeoCon's Terms and Conditions, which are attached hereto, are hereby incorporated by reference as if fully set forth herein. By signing this Proposal, Client acknowledges and agrees that he/she has read the Terms and Conditions and agrees to be bound by the terms and conditions set forth therein.

We appreciate the opportunity to provide a proposal for this project. Please feel free to contact our office if you have any questions or if you need any additional information.

Sincerely,



David Rachel
President

Proposal Authorization Form

Please Print

Accepted By: _____

Entity: _____

Signature: _____

Mailing Address: _____

Report will be addressed to: _____

Provide email address of all entities that should receive a copy of the report:

Invoicing Address: _____

Email Address: _____

Contact Number: _____

Location:

Proposed Amount: \$ 9,000.00

Date: _____

The proposed amount is only valid for 60 days unless executed.

TERMS AND CONDITIONS

SERVICES TO BE PROVIDED. GeoCon Engineering & Material Testing, Inc. (hereinafter GeoCon) is an independent consultant and agrees to provide Client, for Client's sole benefit and exclusive use, consulting services set forth in our proposal.

PAYMENT TERMS. Client agrees to pay our invoice upon receipt. If payment is not received within 30 days from the invoice date, Client agrees to pay a service charge on the past due amount at a rate of 1.5% per month, and GeoCon reserves the right to suspend all work until payment is received. No deduction shall be made from GeoCon's invoice on account of liquidated damages or other sums withheld from payments to contractors or others.

TERMINATION. Either party may terminate this Agreement without cause upon 20 days advance notice in writing. In the event Client requests termination prior to completion of the proposed services. Client agrees to pay GeoCon for all costs incurred plus reasonable charges associated with termination of the work.

PROFESSIONAL LIABILITY. Notwithstanding any other provision of this Agreement, the Engineer's and GeoCon's total liability to the Client for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the Engineer's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under GeoCon's liability insurance in effect at the time such claims are made. The Client hereby releases the Engineer from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

SITE OPERATIONS. Client will arrange for right-of-entry to all applicable properties for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permission, permits and licenses required for its activities at the site.

OWNERSHIP AND USE OF PROJECT DOCUMENTS. All documents are instruments of service in respect to the Services, and GeoCon shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of Geocon) whether or not the Services are completed. Client may make and retain copies of documents for information and reference in connection with the services by Client. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by Geocon as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to GeoCon or GeoCon's consultants. Client shall indemnify and hold harmless GeoCon and GeoCon's consultants from all claims. Damages, and expenses including attorneys' fees arising out of or resulting therefrom.

ADDITIONAL SERVICES OF CONSULTANT. If authorized in writing by the Client, GeoCon shall furnish additional services that are not considered as an integral part of the Scope of Services outlined in the Proposal Acceptance Sheet. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. In addition, it is possible that unforeseen conditions may be encountered that could substantially alter the original scope of services. If this occurs, GeoCon will promptly notify and consult with Client and any additional services will be negotiated.

ASSIGNABILITY. GeoCon shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Client; provided, however, that claims for money by GeoCon against Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the Client.

SERVICES TO BE CONFIDENTIAL. All services, including opinions, designs, drawings, plans, specifications, reports and other services and information, to be furnished by GeoCon under this Agreement are confidential and shall not be divulged, in whole or in part, to any person, other than to duly authorized representatives of the Client, without prior written approval of the Client, except by testimony under oath in a judicial proceeding or as otherwise required by law. GeoCon shall take all necessary steps to ensure that no member of its organization divulges any such information except as may be required by law.

CLAIMS. The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made that results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in defending the claim, including reasonable attorney's fees. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten percent greater than the sum offered to resolve the matter prior to the commencement of trial.

SEVERABILITY. It is understood and agreed by the parties hereto, that if any part, term or provisions of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and GEOCON shall survive the completion of the services and the termination of this Agreement.

INTEGRATION. This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Alabama and venue shall be in Baldwin County, Alabama