



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Regular Council Meeting 02/03/2026
2. Committee of the Whole 02/03/2026

III. Unfinished Business

Miscellaneous

1. Discuss School Board appointment. (TK)

Resolutions

Ordinances

IV. New Business

Miscellaneous

1. Appoint voting delegate for the Alabama League of Municipalities Annual Convention and the Alabama Municipal Insurance Corporation Annual Meeting to be held in Montgomery, April 28 - May 1, 2026. (RE)
2. Discuss Garden Club request for use of the Art Center. (DB)
3. Discuss funding request from the Alabama Gulf Coast Zoo. (FH)
4. Discuss lease options for the Old Finance Building. (FH)

Resolutions

1. Resolution retiring Police Canine "Sadie" and authorizing the Mayor to execute the documents necessary to transfer ownership of "Sadie" to Officer Brennan Giles. (TJ)

2. Resolution authorizing the execution of a purchase agreement with Gulf Coast K9, LLC, for a police canine in the amount of \$12,000. (TJ)
3. Resolution authorizing the purchase of Vehicle Emergency Equipment for the Police Department through State Bid from Emergency Lighting by Haynes, L.L.C., in the amount of \$63,551.40. (TJ)
4. Resolution authorizing the execution of a service agreement with Motorola Solutions, Inc., for GIS Managed Services for the Police Department in the amount of \$88,822.19. (TJ)
5. Resolution authorizing the execution of a software service agreement with Tranquility AI Inc. for AI-powered evidence analysis for the Police Department in the amount of \$39,999.68. (TJ)
6. Resolution authorizing a franchise for JOLA Transportation LLC to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. (TC)
7. Resolution authorizing execution of Change Order No. 1 with Harris Contracting Services, Inc., for sidewalk repairs, fencing, and minor additional sitework adjacent to the pickleball courts in an amount not to exceed \$36,431. (CP)
8. Resolution authorizing the purchase of LED Lighting for the Tennis Courts through Sourcewell from Musco Sports Lighting, LLC, in the amount of \$139,900. (NA)
9. Resolution authorizing the purchase of a Vehicle for the Sewer Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$48,639. (RS/KB)
10. Resolution authorizing the execution of a contract for law enforcement services with Baldwin County. (TJ)

Public Hearings

Ordinances

V. Public Comments

VI. Executive Session

1. Executive session to discuss the purchase, sale, exchange, lease, or market value of real property. (FH)

VII. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
FEBRUARY 3, 2026 – 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** Pastor Houston Britt, Oasis 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/Robertson) to approve the agenda as written. Vote unanimous in favor.

VI. CONSIDERATION OF PREVIOUS MINUTES

Regular Council Meeting 01/06/2026
Committee of the Whole 01/06/2026

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

Yo Johnson, speaking on behalf of the Orange Beach Garden Club, announced the upcoming “Red, White and Bloom” annual game day and salad luncheon fundraiser event, named in honor

of the 250th anniversary of the United States of America. The event will be held on Wednesday, February 11, 2026. Money raised will be donated towards city programs.

Council also reminded the audience of the upcoming Seafood Fest being held the weekend of February 28, 2026.

VIII. AUDITING OF ACCOUNTS

Motion made (Harrelson/Silvers) 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

1. Proclamation to declare February 28, 2026, as Arbor Day in Orange Beach. Renee Eberly, City Clerk, read the proclamation aloud. Woody Speed, City Coastal Regulatory Official, accepted the proclamation and invited residents to the annual free tree giveaway held in front of the Community Development Building on Saturday, February 28, 2026, from 8:00 A.M. to 11:00 A.M.
2. Proclamation to declare February 2026 as American Heart Month. Renee Eberly, City Clerk, read the proclamation aloud. Aqualyn Kennedy accepted the proclamation on behalf of the American Heart Association. Bethany South, also representing the American Heart Association, invited the public to support the annual “Arts for Heart” Gala on April 18, 2026.

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

Miscellaneous

1. Approval of a Special Retail (More than 30 Days) Liquor License Application by Perdido Hotel Partners, LLC, for Perdido Beach Resort, 27200 Perdido Beach Boulevard. **Motion made (Robertson/Harrelson) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**

Resolutions

1. Resolution appointing David Trent Johnson as the Police Chief for the City of Orange Beach, Alabama. **Motion made (Silvers/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution authorizing the purchase of Four Vehicles for the Police Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$180,800.66. **Motion made (Stuart/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution authorizing the purchase of Ammunition for the Police Department through State Bid from Precision Delta Corporation in the amount of \$31,844.65. **Motion made (Robertson/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution authorizing the purchase of Cardiac Monitors/Defibrillators for the Fire Department through the NPPGov Purchasing Cooperative from Zoll Medical Corporation in the amount of \$122,904.74. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

5. Resolution authorizing the purchase of Two LUCAS Chest Compression Systems for the Fire Department through Sourcewell from Stryker Sales, LLC, in the amount of \$39,879.92. **Motion made (Silvers/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution authorizing the purchase of a Vehicle for the Fire Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$65,010. **Motion made (Harrelson/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution authorizing the purchase of Three Utility Vehicles for the Sportsplex through Sourcewell from Parish Tractor Company, LLC, in the amount of \$48,886.98. **Motion made (Silvers/Stuart) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
8. Resolution authorizing the surplus and trade-in of 24 Golf Carts owned by the City of Orange Beach and authorizing the purchase of 28 Golf Carts for the Golf Center through Omnia Partners Public Sector from Jerry Pate Turf & Irrigation, Inc., in the amount of \$150,544.18 after trade-in. **Motion made (Silvers/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
9. Resolution authorizing the execution of a supplemental task order with Thompson Engineering, Inc., for construction inspection and administration services for Canal Road Multi-Use Trail Connectivity Projects in an additional amount not to exceed \$69,883. **Motion made (Robertson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
10. 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. **Motion made (Silvers/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
11. Resolution authorizing the execution of a license agreement with RaptorMed.com for medical records software for the Orange Beach Wildlife Center. **Motion made (Stuart/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
12. Resolution authorizing the execution of a service agreement with Motorola Solutions, Inc., for maintenance and support of Motorola software and equipment for the Police Department. **Motion made (Robertson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
13. Resolution authorizing execution of Amendment No. 1 to the Cooperative Service Agreement with the U.S. Department of Agriculture to supplement nuisance wildlife control services. **Motion made (Silvers/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
14. Resolution authorizing execution of a task order with Lose of Tennessee, PLLC, to provide professional design services for the Orange Beach Aquatics Center Renovation Project in an amount not to exceed \$781,700. **Motion made (Silvers/Stuart) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
15. Resolution authorizing execution of a performance contract with Sally Wyrick for water aerobics instruction at the Aquatics Center. **Motion made (Robertson/Stuart) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
16. Resolution authorizing execution of a service agreement with Kone Inc. for elevator maintenance at the Coastal Resources Office. **Motion made (Harrelson/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

17. Resolution appropriating funds to The Wharf to sponsor the 2026 "Independence Day Street Party" event in the amount of \$25,000. **Motion made (Silvers/Stuart) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
18. Resolution authorizing the use of the Orange Beach Public Library to support the Orange Beach Garden Club's "38th Annual Game Day and Salad Luncheon" event. **Motion made (Silvers/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:28 P.M.

APPROVED this the 3rd day of March, 2026.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
FEBRUARY 3, 2025 – 5:28 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the February 10, 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. Mayor Kennon stated the intent to request a shortlist of five from the School Board for Council to interview and make their selection.
2. Resolution awarding the annual bid for Roll-Off Container Services.
3. Resolution awarding the annual bid for Dumpster Services.
4. Resolution awarding the bid for Three UTVs for the Fire Department.
5. Resolution awarding the bid for a Flashover Simulator for the Fire Department.
6. Resolution amending the rental agreement and fee schedule for the Orange Beach Senior Center located at 26251 Canal Road.
7. Resolution authorizing the purchase of a Vehicle for the Fire Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$58,999.
8. Resolution authorizing the sole source purchase of Diffuser Sleeves from Parkson Corporation for the Utilities Department in the amount of \$37,896.
9. Resolution authorizing the purchase of a Vehicle for the Sportsplex through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$48,724.
10. Ordinance amending Chapter 2, Article V, Division 4, Section 2-250 of the Code of Ordinances for the City of Orange Beach, Alabama, to update the Board of Zoning Adjustment appeals process. Jamie Logan, City Attorney, explained the proposed amendment is for the purpose of bringing City Code in line with recent changes to State Law.

Public Comments:

None

There being no further business, the meeting adjourned.

Time: 5:33 P.M.

APPROVED this 3rd day of March, 2026.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 10, 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
FEBRUARY 10, 2026**

Departments: City Clerk

Description of Topic: Appoint voting delegate for the Alabama League of Municipalities Annual Convention and the Alabama Municipal Insurance Corporation Annual Meeting to be held in Montgomery, April 28 - May 1, 2026. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2026.02.03 ALM Voting Delegate Letter



*The voice of Alabama's
municipalities since 1935*

COPY

DATE: February 3, 2026
TO: Municipal Clerks
FROM: Gregory D. Cochran, Executive Director
SUBJECT: Voting Delegate, Annual Business Session
ENCLOSURE: Voting Delegate Authorization Form

The Annual Convention of the Alabama League of Municipalities will be held on April 28-May 1, 2026, in Montgomery. The membership's Annual Business Meeting will be held at 4:00 p.m. on April 30, 2026, at the Renaissance Montgomery Hotel and Spa.

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

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

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

Please put this on your council meeting agenda at your earliest convenience so that the council may vote. The completed form must be returned to the League by April 13, 2026, so that your municipality may be eligible to cast its vote at the Convention.

We look forward to you joining us in Montgomery,

Greg Cochran
Executive Director



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 10, 2026**

Departments: City Clerk

Description of Topic: Discuss Garden Club request for use of the Art Center. (DB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2026.01.28 Email - Garden Club Art Center Request



Renee Eberly <reberly@orangebeachal.gov>

Garden Club - Art Center tent usage for Council discussion

Desiree Blackwell <dhodge@orangebeachal.gov>
To: Renee Eberly <reberly@orangebeachal.gov>
Cc: Brianne DiChiara <bdichiara@orangebeachal.gov>

Wed, Jan 28, 2026 at 3:53 PM

Hi Renee,

The Garden Club has requested the use of our tent space for an annual lunch meeting on May 19 during our working hours. Our **cost** for tent usage is \$2,500 a week and we currently charge \$3,800 for public use. I believe they would need the space for about three hours. Our staff would handle set up and break down for a total of two hours labor. However, they are requesting use of our art center tables and chairs which we do not typically do for any private entity because over time they will get damaged more quickly. We only use our equipment inside the gallery, with the following exception... Currently we have used our tables and chairs outside for five **city** events: National Day of Prayer, high school senior banquet, employee appreciation, bingo night (Parks & Rec) and Nest Fest (Coastal Resources.) At each of these we provide the tables and chairs and they set up/break down.

The Garden Club would like the fees waived or much reduced. We have NO problem assisting the Garden Club and we do have availability on the 5/19 date. **The question is whether we set a precedent for other civic clubs or entities to make the same request? We need guidance on how to handle future requests.**

The choices for both this luncheon and other requests might be:

- Charge at cost, and we allow use of all equipment and assist with labor.
- No charge for space, but they must rent their own tables and chairs and handle labor.
- No charge, we provide everything.

Thanks,
~Desiree

Desiree S. Hodge
Director | Coastal Arts Center of Orange Beach



26389 Canal Road
Orange Beach, AL 36561
O: 251-981-ARTS (2787)
www.CoastalArtsCenter.com



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 10, 2026**

Departments: City Clerk

Description of Topic: Discuss funding request from the Alabama Gulf Coast Zoo. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2026.01.30 Letter from Alabama Gulf Coast Zoo - Funding Request



January 29, 2026

City of Orange Beach
Mayor Tony Kennon and City Council
P.O. Drawer 458
Orange Beach, AL 36561

Dear Honorable Mayor and City Council Members,

We would like to express our immense thanks for your continued generosity and the foresight you have shown in your long-term commitment to support the Alabama Gulf Coast Zoo.

We respectfully request funding in the amount of \$50,000 for this year. Enclosed is a list of sponsorship benefits the City of Orange Beach will receive.

This past year, your support helped us care for over 280 animals. The lions have reached full adulthood and are thriving. We became the new forever home for several new birds, reptiles, and opossums which serve as animal ambassadors out in the community. We welcomed an endangered Amur Leopard and became an active member of the AZA SAFE: Saving Animals From Extinction American Red Wolf Program. Two critically endangered red wolves are now in our care. Most importantly we were able to educate hundreds about conservation through community events, field trips and educational programs.

Your support is a critical component of sustainability for the Zoo. We are forever grateful for your generosity, and it is so very much appreciated.

Thank you for being part of the Alabama Gulf Coast Zoo family. We appreciate YOU!

Best Regards,

Joel M. Hamilton
Executive Director
director@algulfcoastzoo.org
(251) 256-7008 x 125

Paula White
Director of Development
development@algulfcoastzoo.org
(251) 256-7008 x 124

CC: Ford Handley, City Administrator

Enclosures: 2026/2027 Sponsorship Request and Benefits



2026 City of Orange Beach Sponsorship Benefits

Included with Annual Sponsorship of \$50,000

- Visionary Sponsorship of Art on the Wild Side: Wine & Whiskey Stroll (March 28, 2026) includes:
 - o 8 Tickets to the Event
 - o Reserved Table
 - o City logo included on all event signage
 - o City logo promoted on all zoo social media platforms (Facebook 86K followers, Instagram 3K followers)
 - o City logo featured in zoo monthly newsletter (6,000 contacts)
 - o City logo features on Event Auction Site

- Supporting Sponsorship of Fall Zoo Brew Event (September 25, 2026) includes:
 - o City logo included on event banner
 - o City logo on Zoo Brew website, zoo social media sites and monthly newsletter
 - o 6 tickets to Zoo Brew

- Opportunity to participate as a Trick or Treat table during Boo at the Zoo (October 17, 2026) includes:
 - o Company logo listed on event website, social media and newsletter
 - o 6 tickets to Boo at the Zoo

- Continued collaboration with the City of Orange Beach schools and the AGCZ education department.

- Recognition throughout the year on social media, AGCZ website, and newsletter as an AGCZ Annual Sponsor

- City of Orange Beach Employee Zoo Day (Date TBD) – This will include 2 Adult and 2 Children admissions per City of Orange Beach employee, with 10% off any additional guests (proof of employment will need to be shown for entrance).

- Two Family Membership passes (including 2 adults and 4 children admissions per visit) to be located at the city human resources department and available for check-out by employees throughout the year.



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 10, 2026**

Departments: City Clerk

Description of Topic: Discuss lease options for the Old Finance Building. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 10, 2026**

Departments: Police Department

Description of Topic: Resolution retiring Police Canine "Sadie" and authorizing the Mayor to execute the documents necessary to transfer ownership of "Sadie" to Officer Brennan Giles. (TJ)

Background/Description: K9 Sadie will turn 12 on March 14th. She became part of the Orange Beach PD Team on August 24th, 2018 and has faithfully served the community for the past 7 1/2 years alongside Officer Brennan Giles with numerous narcotics finds as well as winning multiple awards at both regional and national canine certifications. This February will be her last competition on her home turf when we host the USPCA canine trials. After that competition, we respectfully ask that Sadie be allowed to retire and be awarded to Officer Brenan Giles.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-03-26 26-xxx Surplus K-9 Sadie

RESOLUTION NO. 26-xxx

**A RESOLUTION RETIRING POLICE CANINE “SADIE” AND
AUTHORIZING THE MAYOR TO EXECUTE THE DOCUMENTS NECESSARY
TO TRANSFER OWNERSHIP OF “SADIE” TO OFFICER BRENNAN GILES**

FINDINGS:

1. The Police Canine “Sadie” has been a working police dog for the Orange Beach Police Department the past 7.5 years alongside Officer Brennan Giles.
2. Police Canine “Sadie” will be turning 12 years old on March 14, 2026, and is retiring from service as a working police canine for the City of Orange Beach due to her overall health and serviceability.
3. In consideration of the unique training and relationship that develops between a canine handler and a police service canine, it is customary to assign retired police service canines to their handlers.

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

1. That Police Canine “Sadie,” along with her kennel and personal items (leash, bowl, brush, etc.), be declared surplus property;
2. That Police Canine “Sadie” be retired from police services for the City of Orange Beach;
3. That in honor of Sadie’s service to the City, ownership of Police Canine “Sadie” be transferred to her handler Officer Brennan Giles;
4. That the Mayor is hereby authorized to execute the documents necessary to assign Police Canine “Sadie” to Officer Brennan Giles; and
5. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 3rd DAY OF MARCH, 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 March 3, 2026.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 10, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a purchase agreement with Gulf Coast K9, LLC, for a police canine in the amount of \$12,000. (TJ)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-03-26 26-xxx Authorize Purchase Agreement K-9 Police
2. 2026.01.15 Purchase Agreement Gulf Coast K9 Police K-9

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PURCHASE AGREEMENT WITH GULF COAST K9, LLC,
FOR A POLICE CANINE
IN THE AMOUNT OF \$12,000**

FINDINGS:

1. The City of Orange Beach Police Department has budgeted the purchase of a single purpose canine to replace retired Police Canine “Sadie”.
2. Gulf Coast K9, LLC, requires buyers to sign a purchase agreement (attached Exhibit A).
3. After having reviewed the Agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute the following agreement in substantially the form and substantially the content now before the City Council between the City of Orange Beach, Alabama, and Gulf Coast K9, LLC, as an act or and on behalf of the City of Orange Beach, subject to final approval by the City Attorney; and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 3rd DAY OF MARCH, 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 March 3, 2026.

City Clerk

Your Passion is our Satisfaction



Quote 2026-082

Date: January 15, 2026

Buyer: Orange Beach Police Department

Attn: Sgt. Alisa Dixon

adixson@orangebeachal.gov

One Selection Tested Single Purpose K9.....	\$12,000.00
Training	\$0.00
Grand Total	\$12,000.00

Pricing is good for 30 days.

TERMS AND CONDITIONS OF SALE

- 1. GENERAL** -By signing the invoice document Buyer acknowledges that it has read and agrees to be bound by these Terms and Conditions of Sale ("Terms and Conditions") with respect to the purchase of the Canine(s) identified in the invoice the "Canines(s)". The agreement may be modified only by a written amendment signed by both Buyer and Seller.
- 2. CANINE HEALTH WARRANTY** - All Dogs come with a one year guarantee on health for hip and elbow dysplasia and copy of health certificate and hip X-rays. If the dog is returned within the warranty period for any reason that would fall within the warranty, it must be returned in the same condition as received and a replacement dog will be provided to the buyer. If there is a difference in cost, balance must be paid before exchange. Refunds are not provided only canine replacements upon approval of buyer.
- 3. TRANSFER OF LEGAL OWNERSHIP** - Legal ownership of the Canine(s) shall transfer from Seller to Buyer at the location, time and date specified on the Sales Agreement.
- 4. INDEMNIFICATION AND LIMITATION OF LIABILITY**- Buyer understands that upon taking possession and/or ownership of the canine buyer agrees they are solely responsible and release and fully discharges Seller of any liability that may be incurred.
- 5. PAYMENT TERMS** - Net 15 Days starting on the date of the invoice. **All payments are to be made to Gulf Coast K9, LLC at 10232A Frank Cole Lane, Foley, AL 36535.**

THE TERMS AND CONDITIONS OF SALE GOVERN THE SALE OF THE CANINE(S) UNDER THIS CANINE INVOICE AGREEMENT. BUYER, BY SIGNING BELOW, ACKNOWLEDGE THE REVIEWED TERMS AND CONDITIONS OF SALE AND AGREE TO BE BOUND THEREBY.

Acceptance of Buyer:

By (Signature) _____

Name/ Title (Please Print of Type) _____

Date: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 10, 2026**

Departments: Police Department

Description of Topic: Resolution authorizing the purchase of Vehicle Emergency Equipment for the Police Department through State Bid from Emergency Lighting by Haynes, L.L.C., in the amount of \$63,551.40. (TJ)

Background/Description: Budgeted purchase of law enforcement emergency equipment for the four (4) vehicles being purchased this year.

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted Item

ATTACHMENTS:

1. 03-03-26 26-xxx Authorize Purchase Police Vehicle Emergency Equipment State Bid
2. 2026.01.05 Quote - Police - Haynes Emergency Lighting 1500 Dodge Ram Equipment
3. 2026.01.16 Quote - Police - Haynes Emergency Lighting 2500 Dodge Ram Equipment

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
VEHICLE EMERGENCY EQUIPMENT FOR THE POLICE DEPARTMENT
THROUGH STATE BID FROM EMERGENCY LIGHTING BY HAYNES, L.L.C.
IN THE AMOUNT OF \$63,551.40**

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 Emergency Equipment for four new vehicles for the Police Department from the Alabama State Bid in the amount of \$63,551.40;
2. That the Mayor is hereby authorized to approve payment to Emergency Lighting by Haynes, L.L.C. in the amount of \$63,551.40 for Emergency Equipment for four new police vehicles, per Quote No. 26-0009 dated January 5, 2026, and Quote No. 26-0051 dated January 14, 2026;
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 3rd DAY OF MARCH, 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 March 3, 2026.

City Clerk



4850 Lakeview Blvd.
 Montgomery, AL 36110
 (334) 241-5200
 Robertsdale: (251) 225-4135

Order Number: 26-0009
 Order Date: 1/5/2026

Salesperson: GLEN DAVIES
 GLEN@ELBHAYNES.COM
 Customer Number: 03-0015001

Sold To:
 CITY OF ORANGE BEACH
 ACCOUNTS PAYABLE
 P.O. BOX 458
 ORANGE BEACH, AL 36561
Confirm To:
 CARL

Ship To:
 CITY OF ORANGE BEACH
 JASON YOUNG
 7394 ROSCOE ROAD
 GULF SHORES, AL 36542

Customer P.O.	Ship VIA	F.O.B.	Terms			
2026 RAM 1500			Net 30			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
WHELEN MASTER AGREEMENT 240000004212						
C399	EACH	2.000	0.000	0.000	1,500.000	3,000.00
WHELEN CENCOM CORE SIREN			Whse: 003			
CORE PACKAGE						
CEM16	EACH	2.000	0.000	0.000	0.000	0.00
WECANX 16 OUTPUT EXPANSION MOD			Whse: 003			
C399SP	EACH	2.000	0.000	0.000	0.000	0.00
SCANport KIT FOR C399			Whse: 003			
CCTL7	EACH	2.000	0.000	0.000	0.000	0.00
WeCanX 21 BUTTON/SLIDE CTRL HD			Whse: 003			
CEXAMP	EACH	2.000	0.000	0.000	218.800	437.60
WECANX DUAL TONE SIREN			Whse: 003			
42% off of \$376.00						
SA315U	EACH	2.000	0.000	0.000	0.000	0.00
SA315U SPEAKER, BLACK PLASTIC			Whse: 003			
SAK1	EACH	2.000	0.000	0.000	0.000	0.00
SAK1 UNIVERSAL SPEAKER BRACKET			Whse: 003			
SA315U	EACH	2.000	0.000	0.000	238.960	477.92
SA315U SPEAKER, BLACK PLASTIC			Whse: 003			
42% OFF OF \$412.00						
SAK1	EACH	2.000	0.000	0.000	30.740	61.48
SAK1 UNIVERSAL SPEAKER BRACKET			Whse: 003			
42% OFF OF \$53.00						
CHOWLER	EACH	2.000	0.000	0.000	547.520	1,095.04
WECANX HOWLER			Whse: 003			
42% off of \$944.00						
/I	EACH	2.000	0.000	0.000	0.000	0.00
HWLRB38 ram 1500						

Continued



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 GULF SHORES, AL 36542

Customer P.O.	Ship VIA	F.O.B.	Terms			
2026 RAM 1500			Net 30			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
/I	EACH	2.000	0.000	0.000	1,167.540	2,335.08
BSFW51Z VISOR DUO B/W						
42% OFF OF \$2013.00 Visor						
/I	EACH	2.000	0.000	0.000	250.000	500.00
ACL23RAM-UPPER TION BKT						
rear window shroud						
TSS0E	EACH	16.000	0.000	0.000	115.200	1,843.20
ION-T SURFACE MT DUO BLU/WHT						
Whse: 003						
42% OFF OF \$199.00 FOR REAR SHROUD AND ON PUSH BUMPER						
TCRWX6	EACH	4.000	0.000	0.000	1,106.640	4,426.56
DUO WeCanX 6-LAMP BW SMOKED						
Whse: 003						
42% OFF OF \$1908.00 running boards						
/I	EACH	4.000	0.000	0.000	0.000	0.00
TCRB51 TRACER BRACKETS						
42% OFF OF \$249.00						
TSS0JCX	EACH	8.000	0.000	0.000	134.560	1,076.48
T-SERIES SURFACE TRIO RBW/SMK						
Whse: 003						
42% OFF OF \$232.00 ON PLASTIC under tail gate						
VX2EX	EACH	8.000	0.000	0.000	91.060	728.48
VXE DUO DIRECTIONAL LT B-W/SMK						
Whse: 003						
42% off of \$157.00 1/4 bullet leds for fenders						
/I	EACH	2.000	0.000	0.000	1,220.300	2,440.60
BAKFLIP MX4 448223 6.4 BED						
6.4 BED RAM 1500						
/I	EACH	2.000	0.000	0.000	1,629.990	3,259.98
DECKED RAM XR7 6.4 bed						
RAM 1500						

Continued



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Customer P.O.	Ship VIA	F.O.B.	Terms			
2026 RAM 1500			Net 30			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
/I	EACH	2.000	0.000	0.000	630.000	1,260.00
C-VSW-1014-RAM-2 CONSOLE						
34% OFF OF \$955.00						
/I	EACH	2.000	0.000	0.000	243.540	487.08
C-PM-133-PC PRINTER MOUNT						
34% OFF OF \$3369.00						
/I	EACH	2.000	0.000	0.000	872.520	1,745.04
DS-GTC-617-BW DOCKING STATION						
34% OFF OF \$1322.00 S410 Notebook With External Power Supply with Bare Wire						
C-HDM-204	EACH	2.000	0.000	0.000	166.980	333.96
8.5" Heavy Duty Telescoping Po			Whse: 003			
34% OFF OF \$253.00						
CUP2-1001	EACH	2.000	0.000	0.000	48.180	96.36
HAVIS SELF ADJUST CUP HOLDER			Whse: 003			
34% OFF OF \$73.00						
C-ARM-102	EACH	2.000	0.000	0.000	75.900	151.80
Console, Side mount Arm rest,			Whse: 003			
34% OFF OF \$115.00						
C-MD-112	EACH	2.000	0.000	0.000	258.060	516.12
11" HAVIS SLIDE OUT LOCKING SW			Whse: 003			
34% OFF OF \$391.00						
C-MCB	EACH	4.000	0.000	0.000	13.860	55.44
M.C. BRACKET			Whse: 003			
34% OFF OF \$21.00						
MMSU-1	EACH	4.000	0.000	0.000	36.000	144.00
MAGNETIC MIC SINGLE UNIT			Whse: 003			

Continued



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Customer P.O.	Ship VIA	F.O.B.	Terms			
2026 RAM 1500			Net 30			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
/I	EACH	2.000	0.000	0.000	34.980	69.96
C-AP-0325-1 ACC POCKET						
34% OFF OF \$53.00						
C-EB40-CCS-1P	EACH	2.000	0.000	0.000	0.000	0.00
1-p Equ Moutning Bkt 4" mount			Whse: 003			
LIGHT CONTROL BKT						
C-EB30-APS-1P	EACH	2.000	0.000	0.000	0.000	0.00
1-p Equ Mounting Bkt, 3" moun			Whse: 003			
RADIO BKT						
C-FP-3	EACH	2.000	0.000	0.000	0.000	0.00
3" Filler Plate			Whse: 003			
C-FPW-15	EACH	2.000	0.000	0.000	0.000	0.00
1-1/2" Filler Plate for Wide V			Whse: 003			
/I	EACH	2.000	0.000	0.000	0.000	0.00
C-EB25-MWG-1P						
WATCH GUARD BKT						
/I	EACH	2.000	0.000	0.000	0.000	0.00
C-FPW-120						
/I	EACH	2.000	0.000	0.000	468.720	937.44
GVM5916S-H stand alone						
28% off of \$651.00						
/I	EACH	2.000	0.000	0.000	450.000	900.00
600-56-1188 (Ram 1500 2026)						
HAMMERHEAD						
/I	EACH	2.000	0.000	0.000	170.000	340.00
600-56-1234 (Ram 1500 Frame Mo						
HAMMERHEAD						

Continued



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Order Number: 26-0009
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Salesperson: GLEN DAVIES
 GLEN@ELBHAYNES.COM

Customer Number: 03-0015001

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 JASON YOUNG
 7394 ROSCOE ROAD
 GULF SHORES, AL 36542

Customer P.O.	Ship VIA	F.O.B.	Terms			
2026 RAM 1500			Net 30			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
/I 600-56-235 (Ram 1500 PITS HAMMERHEAD PIT BARS	EACH	2.000	0.000	0.000	750.000	1,500.00
/I 600-56-1239 HAMMERHEAD EYE BROWS	EACH	2.000	0.000	0.000	449.000	898.00
PDM-14 FUZE BLOCK 13 MINI FUSED OUTPU	EACH	2.000	0.000	0.000	265.000	530.00
/INSTALL KIT-RD WIRE, TERMINAL & SUPPLIES	EACH	2.000	0.000	0.000	145.000	290.00
/LABOR-RD LABOR-ROBERTSDALE	EACH	80.000	0.000	0.000	55.000	4,400.00
/I WHELEN SHIPPING	EACH	1.000	0.000	0.000	155.000	155.00
/I hammerhead shipping	EACH	1.000	0.000	0.000	175.000	175.00
/I havis shipping	EACH	1.000	0.000	0.000	170.000	170.00
/I PRO-GARD SHIPPING	EACH	1.000	0.000	0.000	100.000	100.00
/I decked shipping	EACH	1.000	0.000	0.000	175.000	175.00
/I bakflip shipping	EACH	1.000	0.000	0.000	75.000	75.00
/I automotive custom shipping rear shroud for rams	EACH	1.000	0.000	0.000	75.000	75.00

All quotes are based on Manufacturer's pricing on the date of the quote. All quotes are subject to changes in manufacturer's pricing, after the "QUOTE EXPIRES" date that appears above. All quotes are subject to availability. Many items require 3 to 12 weeks lead time, therefore, orders should be booked as early as possible. Most items will incur freight charges. SPECIAL ORDERS are NON-CANCELABLE and NON-RETURNABLE. CREDIT CARD PAYMENTS WILL HAVE A 3.5% FEE ADDED TO TOTAL AT TIME OF PAYMENT.

Net Order:	37,262.62
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	37,262.62



4850 Lakeview Blvd.
 Montgomery, AL 36110
 (334) 241-5200
 Robertsdale: (251) 225-4135

Order Number: 26-0051
 Order Date: 1/14/2026

Salesperson: GLEN DAVIES
 GLEN@ELBHAYNES.COM

Customer Number: 03-0015001

Sold To:
 CITY OF ORANGE BEACH
 ACCOUNTS PAYABLE
 P.O. BOX 458
 ORANGE BEACH, AL 36561
Confirm To:
 CARL B

Ship To:
 CITY OF ORANGE BEACH
 JASON YOUNG
 7394 ROSCOE ROAD
 GULF SHORES, AL 36542

Customer P.O.	Ship VIA	F.O.B.	Terms			
RAM 2500 SUPPORT SERVICE			Net 30			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
whelen master agreement 240000004212						
C399	EACH	2.000	0.000	0.000	1,411.000	2,822.00
WHELEN CENCOM CORE SIREN			Whse: 003			
CORE PKG						
CCTL5	EACH	2.000	0.000	0.000	0.000	0.00
WHELEN CORE HAND HELD CONTROLL			Whse: 003			
C399SP	EACH	2.000	0.000	0.000	0.000	0.00
SCANport KIT FOR C399			Whse: 003			
CEM16	EACH	2.000	0.000	0.000	0.000	0.00
WECANX 16 OUTPUT EXPANSION MOD			Whse: 003			
PDM-14	EACH	2.000	0.000	0.000	265.000	530.00
FUSE BLOCK 13 MINI FUSED OUTPU			Whse: 003			
/I	EACH	2.000	0.000	0.000	1,167.540	2,335.08
BSFW63Z RAM 2500 DUO A/W						
42% OFF OF \$2013.00 DUO COLOR AMBER WHITE						
/I	EACH	2.000	0.000	0.000	250.000	500.00
ACL23RAM-UPPER TION BKT						
REAR WINDOW SHROUD						
TSS0F	EACH	16.000	0.000	0.000	115.420	1,846.72
ION-T SURFACE MT DUO AMB/WHT			Whse: 003			
42% OFF OF \$199.00 REAR WINDOW SHROUD 8 PER TRUCK						
I2F	EACH	8.000	0.000	0.000	119.480	955.84
DUO LINEAR ION AMBER/WHITE BLK			Whse: 003			
42% OFF OF \$206.00 REAR SIDE WINDOWS						
XI2F	EACH	16.000	0.000	0.000	127.000	2,032.00
WHELEN DUO ION A/W SMOKED			Whse: 003			
42% OFF OF \$219.00 FRONT GRILLE						

Continued



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Order Number: 26-0051
 Order Date: 1/14/2026

Salesperson: GLEN DAVIES
 GLEN@ELBHAYNES.COM

Customer Number: 03-0015001

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Confirm To:
 CARL B

Ship To:
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 JASON YOUNG
 7394 ROSCOE ROAD
 GULF SHORES, AL 36542

Customer P.O.	Ship VIA	F.O.B.	Terms			
RAM 2500 SUPPORT SERVICE			Net 30			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
TCRWX6	EACH	4.000	0.000	0.000	1,106.640	4,426.56
DUO WeCanX TRACER 6-LAMP A/W			Whse: 003			
42% OFF OF \$1908.00 SMOKED						
/I	EACH	4.000	0.000	0.000	0.000	0.00
TCRB42						
TRACER BRACKETS						
/INSTALL KIT-RD	EACH	2.000	0.000	0.000	145.000	290.00
WIRE, TERMINAL & SUPPLIES						
WHELEN SHOP SUPPLY'S						
/LABOR-RD	EACH	80.000	0.000	0.000	55.000	4,400.00
LABOR-ROBERTSDALE						
WHELEN LABOR RATE						
/I	EACH	2.000	0.000	0.000	1,220.300	2,440.60
BAK-448203RB RAM 2500						
SHORT BED 6.4						
/I	EACH	2.000	0.000	0.000	1,629.990	3,259.98
DECKED RAM 2500 XR4 SHORT BED						
SHORT BED 6.4						
/I	EACH	1.000	0.000	0.000	125.000	125.00
WHELEN SHIPPING						
/I	EACH	1.000	0.000	0.000	150.000	150.00
AUTO CUSTOM SHROUD SHIPPING						
/I	EACH	1.000	0.000	0.000	175.000	175.00
DECKED SHIPPING						

All quotes are based on Manufacturer's pricing on the date of the quote. All quotes are subject to changes in manufacturer's pricing, after the "QUOTE EXPIRES" date that appears above. All quotes are subject to availability. Many items require 3 to 12 weeks lead time, therefore, orders should be booked as early as possible. Most items will incur freight charges. SPECIAL ORDERS are NON-CANCELABLE and NON-RETURNABLE. CREDIT CARD PAYMENTS WILL HAVE A 3.5% FEE ADDED TO TOTAL AT TIME OF PAYMENT.

Net Order:	26,288.78
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	26,288.78



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 10, 2026**

Departments: Police Department

Description of Topic: Resolution authorizing the execution of a service agreement with Motorola Solutions, Inc., for GIS Managed Services for the Police Department in the amount of \$88,822.19. (TJ)

Background/Description: Motorola Solutions is our records management, CAD and jail management software system. Currently, a third party has bought our backup software system, Solutions II and is discontinuing all smaller clients, to include Orange Beach. Motorola has agreed to absorb that cost to get us through until January of 2027.

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted Item

ATTACHMENTS:

1. 03-03-26 26-xxx Authorize Service Agreement Motorola Police GIS
2. 2026.01.27 Service Agreement Motorola Solutions Police GIS

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF
SERVICE AGREEMENT WITH MOTOROLA SOLUTIONS, INC.,
FOR GIS MANAGED SERVICES FOR THE POLICE DEPARTMENT
IN THE AMOUNT OF \$88,822.19**

FINDINGS:

1. The City of Orange Beach Police Department utilizes Motorola Solutions, Inc. (hereinafter “Motorola”), software and equipment in their daily operations. This technology requires specialized maintenance and support directly from Motorola.
2. The City of Orange Beach, Alabama (hereinafter the “City”) and Motorola have reached an agreement whereby Motorola will provide GIS managed services to the Orange Beach Police Department.
3. This agreement shall be for a term of one year in the amount of \$88,822.19.
4. After having reviewed the Agreement (attached Exhibit A), the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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 following agreement in substantially the form and substantially the content now before the City Council between the City of Orange Beach, Alabama, and Motorola Solutions, Inc., as an act or and on behalf of the City of Orange Beach, subject to final approval by the City Attorney; and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 3rd DAY OF MARCH, 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 March 3, 2026.

City Clerk

Billing Address:
 ORANGE BEACH POLICE
 4480 ORANGE BEACH BLVD
 ORANGE BEACH, AL 36561
 US

Shipping Address:
 ORANGE BEACH POLICE
 4480 ORANGE BEACH BLVD
 ORANGE BEACH, AL 36561
 US

Quote Date:01/27/2026
 Expiration Date:03/28/2026
 Quote Created By:
 Billy Duncan
 Billy.Duncan@
 motorolasolutions.com

End Customer:
 ORANGE BEACH, CITY OF
 Richard Springsteen
 rspringsteen@orangebeachal.gov
 251-979-6862

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Sale Price
	Flex				
1	ISV00S01856A	PROJECT MANAGEMENT SERVICES	1		\$771.50
2	SSV00S02430A-SP	HPE SERVER MAINTENANCE FOR TWO SERVERS - 04-01-26 TO 03-31-27*	1		\$5,212.80
3	SSV00S02431A-SP	VEEAM DATA PLATFORM FOUNDATION AND VMWARE SUPPORT 03-12-26 TO 03-11-27*	1	1 YEAR	\$20,766.89
4	SSV00S02433A-SP	SOLUTIONS II SERVER MANAGEMENT 01-01-26 TO 12-31-26*	1	1 YEAR	\$48,024.00
	Training, Consulting and Managed Services				
5	SSV00S03000A	GIS MANAGED SERVICE BIENNIAL UPDATES - 12 MONTH TERM*	1	1 YEAR	\$14,047.00

Grand Total

\$88,822.19(USD)



Notes:

- Additional information is required for one or more items on the quote for an order.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Future Maintenance

- Future maintenance is estimated for your planning purposes and is not included in this purchase.
- 2nd-year maintenance will begin 12 months from production implementation.

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Motorola Solutions. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Motorola Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer

By: _____

Name: _____

Title: _____

Date: _____



Orange Beach PD - HPE, Vmware, Veeam Renewals		
HPE		
HPE DL360 Gen10 4110 1P 16G 8SFF WW Svr HPE Hardware Tech Support	4/1/2026	3/31/2027
HPE DL360 Gen10 4110 1P 16G 8SFF WW Svr HPE Hardware Tech Support	4/1/2026	3/31/2027
HPE DL360 Gen10 4110 1P 16G 8SFF WW Svr HPE Remote Tech Support	4/1/2026	3/31/2027
HPE DL360 Gen10 4110 1P 16G 8SFF WW Svr HPE Remote Tech Support	4/1/2026	3/31/2027
Veeam		
VEEAM DATA PLATFORM FOUNDATION UNIVERSAL SUBSCRIPTION LICENSE. INCLUDES ENTERPRISE PLUS EDITION FEATURES. 1 YEAR RENEWAL SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT. 10 INSTANCE PACK. Contract: 03572870	03/05/2026	03/04/2027
Vmware		
VMWARE VSPHERE FOUNDATION 1-YEAR - Contract # 52881068	3/12/2026	3/11/2027

Vendor	Impact of License/Firmware Expiration	Grace Period and Fee Details
Dell / HPE	<ul style="list-style-type: none"> * Failed server components are not under support and a contract for services will be required for repair. * Firmware updates are not available from the manufacturer. 	Late fees may be assessed
Red Hat	*No longer receive updates	
Veeam	<ul style="list-style-type: none"> * Backup, replication, and restore jobs stop functioning. * Configuration changes and new actions in the console are blocked. * Operations resume only after renewal. 	A 30-day grace period is typically provided, during which all functionality continues to work. Post-grace period, all operations stop. Late fees may be assessed.
VMware	<ul style="list-style-type: none"> * Subscription-based licenses cease to function upon expiration. * Example: For vSphere, hosts enter a "disconnected" state; VMs continue running but cannot be managed through vCenter. 	<p>A 25% reinstatement fee will be added to late renewals. An additional 10% each week is added until the order is processed</p> <p>**Please note Broadcom will only quote a minimum of 72 cores of vmware and the above fees are Broadcom fees.</p>

Statement of Work - Flex GIS Managed Services Plus

1.1. Overview

This Statement of Work (SOW) describes the activities to be completed by both Motorola Solutions, Inc. (Motorola) and the Customer in order to enable the delivery of the GIS managed services solution. The offer presented to Customer is for Plus GIS Managed Services. Plus GIS Managed Services provides geoprocessing of Customer provided input data and data updates to a single agency layer. Geoprocessing takes the input dataset, performs operations on the dataset and returns the results as an output dataset used in the Motorola system for location validation, CAD recommendations and visual maps.

The tasks described herein will be performed by Motorola, its subcontractors (as determined by Motorola.) This GIS Managed Services solution does not include the creation or maintenance of data into the NENA NG911 schema and any NG911 work is out of the scope of this contract. Motorola is not responsible for data errors stemming from the Customers source data. Motorola will not perform any field verification but will make the Customer aware of issues that may require field verification. Motorola may use third-party data (e.g. tax parcel data, aerial imagery) to assist with data adjustments. Requests for service outside of this SOW will be considered by Motorola in accordance with Motorola's contract change process. The duration of the service is in accordance with the Term noted in the Agreement and commences on the Effective date.

GIS Managed Services Plus provides a bi-annual (2 per year) service delivery cadence, as noted on the quote page.

GIS Managed Services business hours are 8:00 a.m to 5:00 p.m. Central time, Monday through Friday. In the event an after hours activity is required, Customer and Motorola will determine a mutually agreed upon time to schedule the activity.

In the event that the Motorola GIS Managed Service's primary contact is not available, Customer may email msgismanagedservices@motorolasolutions.com or submit a ticket in Customer Hub directed to GIS Managed Services.

Notice: Motorola GIS Managed Services does not provide after hours coverage. After hours system down, urgent or incident requests must be submitted through Motorola Support and will



be followed up upon availability of an after hours support technician per the technical support service level agreement.

Subscription Start Statement

Customers purchasing GIS Managed Services that are currently in the deployment phase of the Flex system will start the GIS Managed Services subscription at the date of system beneficial use.

Customers purchasing GIS Managed Services for the first time that are not currently in the deployment phase will start the GIS Managed Services subscription on the date of the nearest quarter or month.

Customers that are renewing GIS Managed Services will start the GIS Managed Services subscription on the date of the nearest quarter or month to align with their previous term of service.

1.1.1. Service Delivery Environment

Customer will provide the following environment required to support the delivery of the service:

- Dedicated GIS server with unattended access by Motorola exclusively used to support the Flex solution that meets or exceeds current Esri ArcGIS Server system requirements.
- Installation of Flex full client on GIS Server.
- ArcGIS Pro license.
 - Motorola will use Motorola's commercial ArcGIS Pro licenses for the duration of the service term.
 - If Customer's GIS server is not accessible to ArcGIS Online, Customer will provide licensing for ArcGIS Pro and any required extensions to ArcGIS Pro (e.g. Network Analyst Extension).
 - If Customer lapses or discontinues the GIS Managed Services term, Customer will be required to procure any Esri licensing needed to support Customer's Flex environment.
- ArcGIS Desktop license, when applicable.
 - Customer will supply authorization files to Motorola Solutions
 - If Customer is unable to provide authorization numbers, Customer will work directly with an Esri account representative to acquire license authorization numbers.
 - If the Flex Quickest Route module is purchased, an Esri ArcGIS Desktop Network Analyst Extension license will be provided by the Customer.



- Customer is responsible for staying current with Esri ArcGIS Desktop + Extensions annual software maintenance.
- A local user account with local administrator permissions on GIS Server.
- Install necessary patches required to support the GIS Managed Service delivery.

Motorola will provide to the following environment items required to deliver the service:

- A practice database refresh if not previously completed within three months of the term Effective date.
- Validate Flex patching levels are current for the applicable products. If patches are required, patches may be obtained by the Customer via the Flex patching process using the Flex Patch Request form.
- Validate Esri software version(s) and authorizations inclusive of ArcGIS Server, ArcGIS Desktop/Pro and Network Analyst Extension license (for use with Flex Quickest Route module) on the GIS Server.
- Remote Access appliance (example: Bomgar) installation file used for unattended remote access.
- If using point feature class type, a Named User account used by Customer to maintain identified agency layers via the Motorola provided local data web application (MGMS WebApp).
 - If additional MGMS WebApp User licenses are needed, Customer may procure additional licenses by requesting a quote from their sales representative.
 - Additional MGMS WebApp license terms are aligned with the MGMS service term dates.

Note - Customer acknowledges that change in the access method will cause Motorola delays or inability to complete delivery of service. In such instances service delivery will resume at such time that remote access is restored. Delays resulting from a change in access method will not result in a change in the service term.

Service Interruption Disclaimer: Customer is advised that periodic maintenance will require intermittent downtime to the MGMS WebApp. In the event of an interruption of access to the MGMS WebApp, Motorola will work with Customer to accommodate the delivery of an impacted regularly scheduled managed service update.

1.1.2. GIS Managed Services Welcome Call

The objective of the GIS Managed Services Welcome Call is to review the processes and procedures involved in delivering the service, the delivery cadence, engagement process and the scope of the service.



Motorola Responsibilities

- Initiate the welcome teleconference.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review unattended GIS data access method to the GIS Server with the Customer.
- Review the Service Delivery Environment requirements.
- Review Motorola and Customer responsibilities, expectations, scope and terms of the service.
- Review existing visual maps.
- Discuss and agree upon recurring dates that Motorola will deliver GIS updates. Delivery date could be plus or minus five business days from the agreed-upon date.
- Request and receive the most up-to-date copy of existing GIS Data (as determined by Motorola) in an Esri supported format.
- Provide slide presentation of service information in PDF format after Welcome Call completion.

Customer Responsibilities

- Acknowledge the need for publishing requests to be clearly defined, communicated and delivered to Motorola in accordance with the agreed-upon schedule.
- Name a GIS knowledgeable person who will serve as the single point of contact and be responsible for communication of data edits and clarification of data edit requests.
- Acknowledge the unattended GIS data access method to the GIS Server.
- Confirm network access of GIS Server for use by the Flex system.
- Provide Motorola with the most up-to-date copy of Customers existing GIS. Data in an Esri supported format.
- Provide the recurring dates that Motorola will deliver the GIS updates.
- Provide requested GIS updates within ten business days of the conclusion of the GIS Services Welcome Call.
- Receive slide presentation of service information in PDF format after Welcome Call completion.

1.1.3. Feature Class Update

The GIS feature class layer is sourced by the Customer and supplied to Motorola. The GIS layer can include location verification, zone or routing data represented in point, line or polygon feature classes.



An agency data is defined as a point or polygon feature class (feature class type). Point feature classes will be hosted by Motorola in a web application where the Customer will perform all additions/deletions/updates and Motorola will process these changes during the purchased cadence update. Polygon feature classes will be internally managed by Motorola and processed during the purchased cadence update. Customer will choose which feature class type is to be updated by Motorola before Motorola commences incorporating the chosen layer. Once identified, the agency layer choice cannot be changed and will be the only layer updated throughout the service term. Agency data is consumed AS-IS and is limited to standardization to conform with Motorola's data management schema. If the Customer is in need of agency data enrichment services, those can be provided as a separate quote.

Due to the nature of GIS data, Motorola reviews for patterns in data, but does not validate specific location updates. Motorola cannot warrant that updated GIS data is complete or accurate. The Customer is advised to verify specific location updates as the Customer is the best source of local knowledge required for a high degree of location verification.

Motorola does not take ownership of any GIS data created, managed or stored on behalf of the Customer. Motorola will provide exported GIS data in an Esri File Geodatabase format or other Esri supported file type if requested by Customer. Motorola will not distribute GIS data to third-party contractors without the explicit written consent of the Customer.

For each update, the ArcGIS Server services used by the system will be refreshed with the updated data and activated for the Customer. The Customer will be notified before and after the update is applied to confirm the update is functional after completion.

Motorola Responsibilities

- Request and process the external GIS data updates from the Customer's source GIS data contact. Models used for processing updates shall be updated if the source schema changes. Publish data updates represented in the location validation and locator services to Customers location validation environment.
- Acknowledge receipt of request and understanding of the specifics of the requested change within three business days of receipt.
- Process the agency GIS data update from the Motorola provided local data web application.
- Process the agency GIS data retained in Motorola data repository that is not available in Motorola provided local data web application.
- Perform symbology and labeling updates to map services as requested by the Customer and published per the update frequency.



Customer Responsibilities

- Provide Motorola with consistent GIS data upon request at least five business days before the scheduled update.
- Use Motorola-provided local data web application to update the agency GIS data layer.
- Provide Motorola with clear and specific agency data layer update changes that are not available in Motorola provided local data web application.
- Within three business days of Motorola notifying Customer of an update being applied to the practice database, test location and zone assignments.
- Notify Motorola of any issues with the updates on the practice database that cause Customer to reject the update and prevent Motorola from applying the update to the live system.
- Distribute mobile map packages MMPKs to Customer devices that have a Flex map installed.

Note - If Customer fails to notify Motorola of the rejection of an update within the allotted time, Motorola will apply the update to the live database and consider the service delivery complete.

1.1.4. GeoProcessing and Publishing

For each update, the ArcGIS Server services that the Flex system utilizes will be refreshed with the updated data layer and activated for the Customer. The Customer will be notified before and after the update is applied to confirm the update is functional after completion.

Motorola Responsibilities

- Update and publish ESRI map service(s) to support Flex Mapping.
- If Flex Quickest Route module is part of the deployed system, Motorola will rebuild and republish Customer-supplied network dataset for routing service.
- Create MMPK for offline use of the Flex Mobile Map. All associated locators and, if present, network dataset will be included in MMPK packages.
- Update Customer's practice database and transmit email correspondence to Customer confirming delivery of an update.
- Prior to updating Customers live database, email Customer informing them of the time the live database will be switched to the updated services.
- Email Customer upon completion of live database and map services updates confirming completion of the delivery cadence.

If Customer utilizes Command Central Admin for uploading GIS location validation datasets to support Motorola's Command Central products, Motorola GIS Managed Services will upload the



GIS dataset to match the current production, staging or training version of the most recent GIS dataset. Motorola GIS Managed Services does not provide technical support for Command Central products, Customer is advised that technical support requests are submitted to Motorola Technical Support for issue resolution.

Customer Responsibilities

- Within three business days of Motorola notifying Customer of an update being applied to the practice database, test location and zone assignments.
- Notify Motorola of any issues with the updates on the practice database that cause Customer to reject the update and prevent Motorola from applying the update to the live system.

Note - If Customer fails to notify Motorola of the rejection of an update within the allotted time, Motorola will apply the update to the live database and consider the service delivery complete.

Customer Hub / Service Now (SNOW) Ticketing Statement

Motorola will use Service Now (SNOW) ticketing as a means of providing clear communication and tracking of requests.

- Customers may use Customer Hub requests (preferred), email or phone call.
- Motorola may create a SNOW ticket on behalf of Customer if received via email or phone call.
- Motorola may close ticket requests if a response from a customer is not received in 5 business days.

1.1.5. Annual Address Maintenance

Motorola will execute address maintenance if needed or warranted on an annual basis to keep historic addresses in sync with the current GIS data. The maintenance is facilitated by a batch utility in the Administration Manager of the Flex client.

The system may experience some level of system slowness while the annual batch utility is running. The duration of time to complete the batch utility run is dependent upon data volume, system activity and user activity. It is highly recommended that the Customer coordinate its execution at a mutually agreeable time with the Motorola GIS resource.

Motorola Responsibilities

- Coordinate with Customer on the execution of the address maintenance utility.



- Create and Publish an additional geovalidation configuration if needed to support the address maintenance activity.
- Execute address maintenance to keep GIS data and historic data in sync.

Customer Responsibilities

- Coordinate with Motorola on the execution of the address maintenance utility.
- Correct identified erroneous address maintenance errors.
 - Note: Manually editing the table will disqualify address maintenance service due to the bulk nature of the address maintenance utility.

1.1.6. Aerial Imagery

The Motorola Flex product possesses the capability of including orthophotographic imagery (sometimes referred to as aerial imagery) when published as an ArcGIS Server map service.

Motorola is not responsible for acquiring, processing, ortho-correcting or distributing the imagery or the data contained therein. It is the sole responsibility of the Customer to maintain this data and to work with the air photo vendor to make any changes or corrections. Customers may obtain ESRI guidance on map service uses and functionality on the ESRI website (Go to <https://enterprise.arcgis.com>, search ArcGIS Server, go to the current release version and reference 'What is a map service?' for service explanation and publishing guidance).

Publishing of map services including imagery on the dedicated Flex GIS server is only permissible when publishing as a dynamic map service. Publishing of map services using tile caching is not supported on the dedicated Flex GIS server. If Customer chooses to use map services with tile caching, a separate standalone GIS server (virtual or physical) will need to be provided and installed by Customer*. Motorola does not provide for deployment or support assistance of map services using tile caching including imagery, Customer may provide Motorola the map service URL and Motorola will add the URL in the Flex mapping configuration page.

*Additional GIS server machines must have ArcGIS Server Standard installed and licensed. License(s) for ArcGIS applications are the sole responsibility of the Customer. ArcGIS Server Standard (OEM) is only for use on the dedicated Flex GIS server, Motorola and ESRI licensing agreements do not permit the use of the Motorola sourced ArcGIS Server Standard license to be authorized on any other machine than the dedicated Flex GIS server and disaster recovery server (when purchased through Motorola).

1.1.7. Esri and Flex GIS Service Environment Updates

Maintaining the Esri and Flex GIS Service environment is a collaborative set of tasks to be fulfilled by each party.



In the event an Esri version update to ArcGIS Server is required for ongoing support of the Flex system, Motorola will perform the update and authorization of ArcGIS Server OEM.

Working with the Motorola Upgrade team, Motorola GIS Managed Services will update Flex server object extension (SOE) and Flex address locators as needed to support the Flex solution. The Customer will maintain communication with both Motorola Upgrade and GIS Managed Services primary contact during upgrade activities.

When applicable, the Customer will update the Esri ArcGIS Desktop software as needed to support the operation of the Flex solution. In the event the Customer cannot update the Esri ArcGIS Desktop software, the Customer will provide the Esri authorization information to Motorola. Motorola will perform and authorize the update.

The Customer will update the Esri ArcGIS Server software (if not purchased through Motorola) as needed to support the operation of the Flex solution. In the event the Customer cannot update the Esri ArcGIS Server software, the Customer will provide the Esri authorization information and installation media to Motorola. Motorola will perform and authorize the update. Motorola will only update and authorize installations of the ArcGIS Server stand-alone application. Motorola will not update or authorize ArcGIS Enterprise or any of its modules beyond the ArcGIS server module.

1.1.8. Discontinuing GIS Managed Services

In the event the Customer chooses to discontinue GIS Managed Services, Motorola and the Customer will have the following responsibilities.

Motorola Responsibilities

- Remove any GIS Managed Services specific files from the Customer's GIS server/workstation and return it to a state of a standard solution deployment.
- Export any data managed on behalf of the Customer and provide to the Customer in a Esri File Geodatabase format or other Esri supported file type.
- Place exported Customer GIS data on Customer's GIS server/workstation and update the GIS models to use the exported GIS data.
- Remove any customer-managed data and Customer local data web application access from its internal hosting environment.
- If previously run, notify the customer of the last date of Address Maintenance.
- Conclude the service with an email communication confirming all responsibilities are completed.

Customer Responsibilities

- Designate a GIS Administrator to be responsible for the GIS requirements as described in the Flex Solution Description needed to support the Flex solution.



- Procure any required software licensing (eg. ArcGIS Pro + Extensions) need to manage and support the GIS functions of the Flex solution.
- Accept Esri File GeoDatabase containing exported GIS data previously managed by Motorola.
- Move the exported GIS data to the Customer's GIS data management system.
- Establish an update workflow with Customer's internal stakeholders.

Notice - Customer GIS Administrator training is not provided as part of the GIS Managed Services term. Customer is advised to purchase GIS Consulting Hours.





**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 10, 2026**

Departments: Police Department

Description of Topic: Resolution authorizing the execution of a software service agreement with Tranquility AI Inc. for AI-powered evidence analysis for the Police Department in the amount of \$39,999.68. (TJ)

Background/Description: TimePilot is an AI software that is fully compliant with all applicable laws regarding law enforcement sensitive information. This software will seek out and find information inside of available evidentiary material that currently has to be gone through by an investigator or analyst. The estimated time saved in working hours is case dependent, but ranges from several hours on smaller cases, to weeks on larger more complex cases, resulting in much faster resolution times for victims.

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted Item

ATTACHMENTS:

1. 03-03-26 26-xxx Authorize Software Agreement TimePilot Tranquility AI Police
2. 2026.02.06 Software Order Form Tranquility AI Police
3. 2026.02.06 Software Order Form Tranquillity AI Police - Sole Source

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
SOFTWARE SERVICE AGREEMENT WITH
TRANQUILITY AI INC.
FOR AI-POWERED EVIDENCE ANALYSIS FOR THE POLICE DEPARTMENT
IN THE AMOUNT OF \$39,999.68**

FINDINGS:

1. The City's Police Department wishes to utilize AI-powered software to aid in evidence analysis.
2. The City and Tranquility AI Inc. have reached an agreement (attached hereto Exhibit A) whereby Tranquility AI Inc. shall provide the City with its SaaS Platform Solution specifically designed for the above-described capabilities in exchange for compensation as described in Exhibit A. Tranquility AI Inc. shall assist in the implementation and ongoing maintenance of said software.
3. This agreement shall be for a term of one year in the amount of \$39,999.68.
4. After having reviewed the attached agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

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

ADOPTED THIS 3rd DAY OF MARCH, 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 March 3, 2026.

City Clerk



Tranquility AI Order Form

Orange Beach

Ashleigh Johnson

Sergeant, Intelligence Division
 ajohnson@orangebeachal.gov
 (251) 923-5830

Reference: 20260202-124314197

Pricing valid through April 3, 2026

Tranquility AI

320 Main Street
 Suite 2A
 Laurel, MD 20707
 United States

Prepared by: Andrew Rutter

Director of Investigations
 andrew.rutter@tranquility-ai.com
 +17194399160

PRODUCTS & SERVICES	DESCRIPTION	PRICE	QUANTITY
TimePilot Starter Tier	AI-powered software for evidence analysis. Annual platform subscription. Includes full platform access, 8 users, and 1.5TB/year of AI data processing.	\$39,999.68 / year after 18.368% discount for 1 year	1

Total	\$39,999.68
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This SaaS Platform Solution Agreement ("Agreement") is entered into on February 2, 2026 (the "Effective Date") between Tranquility AI Inc. ("Company"), and Orange Beach ("Customer").

This Agreement includes and incorporates the above Order Form, as well as the Terms and Conditions either attached hereto or found online at <https://tranquility.ai/terms/conditions> and contains, among other things, warranty disclaimers, liability limitations and use limitations.

Customer will be invoiced in advance. Fees shown above do not include any Taxes that may apply. Any such Taxes are the responsibility of the Customer. Except as otherwise expressly stated in the Agreement, all Fees paid to Tranquility AI are hereunder nonrefundable and all subscriptions purchased herein are non-cancelable.

Signature

Date

Printed name



Orange Beach Police Department

Sole Source Justification Letter

Vendor: Tranquility AI

Product/Service: TimePilot Software-as-a-Service (“SaaS”) Application

Date: December 18, 2025

Justification for Sole Source Procurement

This memorandum serves to formally justify the sole source procurement of TimePilot from Tranquility AI (“Tranquility”) for the Orange Beach Police Department (“OBPD”).

TimePilot is the only known fully integrated, CJIS-compliant, end-to-end Artificial Intelligence (“AI”) platform that enables investigations, timeline generation, and analysis of critical source evidence obtained by OBPD, all designed to work together in a secure, closed ecosystem. By automating and accelerating the evidence analysis workflow, OBPD will significantly enhance investigation speed and thoroughness.

In accordance with the Alabama Administrative Code Rule 355-4-3-.06, sole source procurement is permitted when the required supply or service is available from only a single supplier. Tranquility’s Software-as-a-Service application, TimePilot, provides unique capabilities that meet this criterion. Tranquility maintains exclusive rights to TimePilot’s intellectual property and distribution.

TimePilot is the only SaaS platform on the market that can embed data from an exhaustive list of file formats, enabling its AI models to understand relationships, context, and meaning. TimePilot can process over 100 file types including PDF, MP4, MP3, CSV, XLSX, UFDR and MBOX. This creates a centralized environment where all case data can be queried using AI. Alternative products in the market have critical limitations regarding the file types that can be analyzed and/or the amount of data that is available for query at a given time. Systems that cannot base query results on a fully comprehensive collection of evidence is fundamentally flawed, making their use both non-productive and negligent.

The platform adheres to federal and state evidentiary standards by maintaining secure audit trails and chain-of-custody logs, operates according to CJIS security protocols, and provides role-based access control. No other vendor offers a comparable level of functionality or operational efficiency tailored to meet OBPD’s investigative requirements and failure to adopt would result in increased labor costs for manual data analysis and higher risk to public safety.

Submitted by: Police Chief Trent Johnson



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 10, 2026**

Departments: City Clerk

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

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-03-26 26-xxx Authorize Franchise Taxi JOLA Transportation
2. 2026.02.05 Franchise Application - Taxi - JOLA Transportation_public

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING A FRANCHISE FOR
JOLA TRANSPORTATION LLC
TO OPERATE A TAXI SERVICE WITHIN THE CITY LIMITS AND
POLICE JURISDICTION OF THE CITY OF ORANGE BEACH**

FINDINGS:

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

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

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

ADOPTED THIS 3rd DAY OF MARCH, 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 March 3, 2026.

City Clerk

**FRANCHISE AGREEMENT AUTHORIZING
JOLA TRANSPORTATION LLC
TO OPERATE A TAXI SERVICE WITHIN THE CITY LIMITS AND
POLICE JURISDICTION OF THE CITY OF ORANGE BEACH**

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

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

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

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

SECTION 1 - Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Classified as a limousine as herein defined.

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

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

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

SECTION 2 - Grant of Franchise

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

SECTION 3 - Term of Franchise

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

SECTION 4 - Fares and Receipts

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

SECTION 5 - Termination or Suspension of Franchise Rights

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

SECTION 6 - Compliance with All Applicable Laws and Regulations

Franchisee shall at all times be and remain in compliance with City Code, all other municipal laws and

regulations, and all other State and Federal laws and regulations applicable to its business and operations, including, without limitation, all licensing and taxation laws and regulations.

SECTION 7 - General Provisions

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

Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

JOLA TRANSPORTATION LLC
Franchisee

By: _____

Its: _____

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

RECITALS:

1. The City of Orange Beach, Alabama (“City”) by action of its City Council on March 3, 2026, adopted Resolution No. 26-xxx (“Resolution”) approving a non-exclusive franchise for the use of the public streets to provide taxicab services under the terms and conditions set out in the Franchise Agreement for JOLA Transportation LLC (“Provider”).
2. The Resolution requires the Provider to accept the terms of the Resolution in a form and substance acceptable to the City.

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

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

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

Dated: _____

JOLA TRANSPORTATION LLC

By: _____

Its: _____

OR 026499
\$ 250.00



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

NEW
 RENEWAL

Legal Name of Business Jola Transportation LLC
Applicant's Name Jonathan Hall; Lana Pennington
Mailing Address 4399 Lindsey Lane Suite D Orange Beach, AL 36561
Physical Address of Terminal (Office) 4399 Lindsey Lane Suite D Orange Beach, AL 36561
Physical Address Vehicle Storage 4399 Lindsey Lane Suite D Orange Beach, AL 36561
Telephone (850) 797-7743 E-Mail jonathan@jolainvestments.com
Type of Franchise Requested Shuttle Service
Number of Vehicles Operating 1

Owner/Officers	Address	DOB
Jonathan Hall	3995 Martinique Ct Orange Beach, AL 36561	4/10/88
Lana Pennington	344 Lloyd Rd Georgetown Ky 40324	8/25/69

Drivers	Address	DOB
Jonathan Hall	3995 Martinique Ct Orange Beach, AL 36561	4/10/88

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

DATE PAID 2/1/26

BL-392

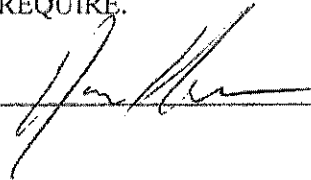
1. Attach copy of driver's license for ALL owners, officers and drivers.
 2. Attach at least two (2) completed Applicant Reference Forms, for applicant and each owner/officer.
 3. Attach a copy of proof of insurance showing City of Orange Beach as additional insured.
 4. Attach a financial statement showing in detail applicant's current financial condition.
- Alabama Public Service Commission Permit No. _____ (For transport of passengers outside the

7.23.2015

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

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

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

Applicant Signature  Date 1/13/26

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

JOLA Transportation LLC

This name reservation is for the exclusive use of Legalzoom.com, Inc., 11501 Domain Dr, Ste 200, Austin, TX 78758 for a period of one year beginning December 07, 2025 and expiring December 07, 2026



RES256820

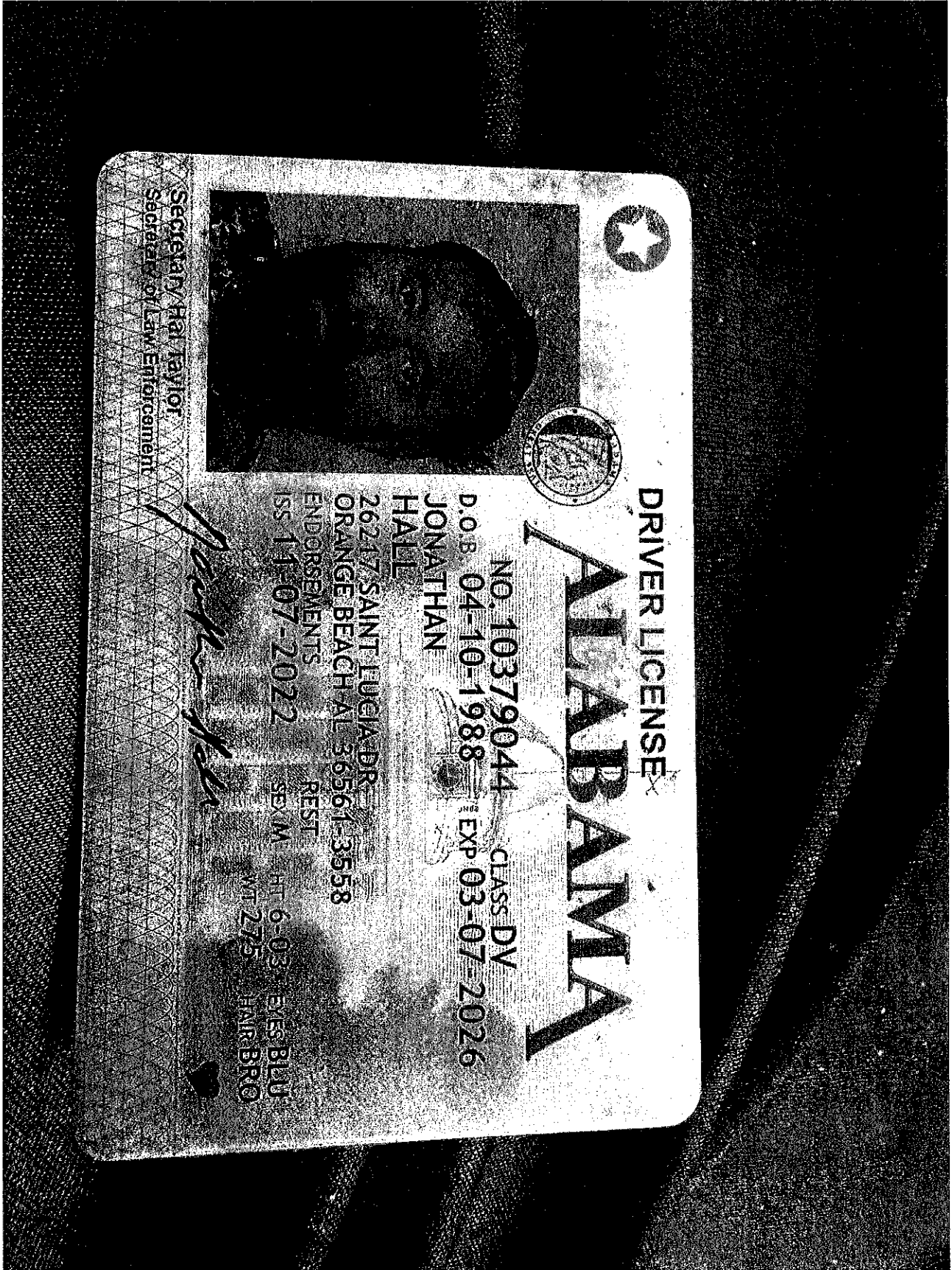
In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

December 07, 2025

Date

Wes Allen

Secretary of State



Secretary/Neil Taylor
 Secretary of Law Enforcement



DRIVER LICENSE

ALABAMA

NO 10379044

CLASS DV

D.O.B 04-10-1988

EXP 03-07-2026

JONATHAN

HALL

26217 SAINT LUGIA DR
 ORANGE BEACH AL 36561-3558

ENDORSEMENTS

REST

ISS 11-07-2022

SEX M

HT 6-03

EYES BLU

WT 275

HAIR BRO

Nathan Allen

KENTUCKY ^{USA} DRIVER'S LICENSE



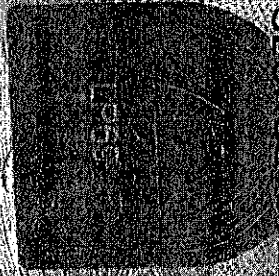
14 DLN D94-725-252

1 PENNINGTON

21 LANA M
8219 AUGUSTA DR
GEORGETOWN KY 40324



1 PCS



3 DOB 08/25/1969
4 EXP 09/25/2030

9 CLASS D
9A END NONE
12 RES NONE



Lana R. Stark

5 SEX F
6 HT 5-04
7 EYES GRN
8 HAIR BRN

11 09/2022

5 BID 202211021940159601711



TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

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

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

1. Is the applicant related to you by blood or marriage? YES NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 30 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: FRIEND-NEIGHBOR
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character very high high average below average not acceptable
Honesty very high high average below average not acceptable
Reliability very high high average below average not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
 YES NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? YES NO

7. Please provide any further comment that you feel is relevant on the back of this form.

LANA IS A VERY SUCCESSFUL REALTOR + BUSINESS WOMAN IN OUR COMMUNITY. SHE IS WELL RESPECTED BY ALL WHO KNOW HER.

Print Name of Character Reference MICHAEL P. CRAWFORD

Address of Character Reference 216 POYNES LANDING BLVD

Cell phone 859 338 5211 (city) Georgetown (state) KY (zip) 40324

Home phone NA Business Phone 502-863-0438

Dated: JAN 13-2026 Signature of Character Reference: Michael P Crawford

Sworn before me this 13th day of January, 2026.

Notary Public Signature [Signature] KY# 03200
Derrick L. Roberts



TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

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

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

1. Is the applicant related to you by blood or marriage? YES NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 27 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: Friend, business relationship.
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character very high high average below average not acceptable
Honesty very high high average below average not acceptable
Reliability very high high average below average not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
 YES NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? YES NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference Charlotte PRIME
Address of Character Reference 146 Belvedere Dr
(city) Georgetown (state) KY (zip) 40324
Cell phone 859.421.5262 Home phone _____ Business Phone 859.421.5262

Dated: 1/10/2026 Signature of Character Reference: Charlotte Prime

Sworn before me this 10th day of January, 2026.

Notary Public Signature [Signature]



P.O. Box 458 • Orange Beach, AL 36561 • 5101 Orange Beach Blvd
(251) 981-6096 • FAX 981-2551 • www.cityoforangebeach.com



TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

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

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

1. Is the applicant related to you by blood or marriage? ___ YES NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 2 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: Business Relationship
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character very high ___ high ___ average ___ below average ___ not acceptable
Honesty very high ___ high ___ average ___ below average ___ not acceptable
Reliability very high ___ high ___ average ___ below average ___ not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
___ YES NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? YES ___ NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference Samuel A. Bonilla
Address of Character Reference 100 Illinois Street, Suite 200
(city) St. Charles (state) IL (zip) 60174
Cell phone (630) 670-1415 Home phone N/A Business Phone (630) 659-1103

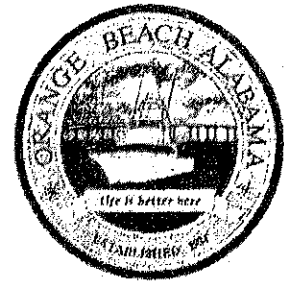
Dated: 01/09/2026 Signature of Character Reference: Samuel A. Bonilla

Sworn before me this 9 day of January, 2026.

Notary Public Signature: Leslie Ann Turner



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



**TAXI AND/OR LIMOUSINE SERVICE
 APPLICANT REFERENCE FORM**

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

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

1. Is the applicant related to you by blood or marriage? YES NO
 If yes, stop here and return form to applicant.
2. I have known the applicant for 13 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: FRIEND
4. How would you rate the applicant in the following areas? Place a check mark where appropriate.
 Character very high high average below average not acceptable
 Honesty very high high average below average not acceptable
 Reliability very high high average below average not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
 YES NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? YES NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference: JACLYN DALES
 Address of Character Reference: 284 BARTRAM COURT
 (city) WINCHESTER (state) VA (zip) 40391
 Call Home: 541-744-0233 Home phone: _____ Business Phone: _____

Dated: 1/21/2016 Signature of Character Reference: Jaclyn Dales

Signed before me on this 11th day of January, 2016
 Notary Public Signature: Steph Ragan Lambert



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/14/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Rinehart Agency PO Box 394 Columbiana AL 35051		CONTACT NAME: Frankie Sports PHONE (A/C, No, Ext): (205) 671-5555 E-MAIL ADDRESS: frankie@rinehartins.com FAX (A/C, No):	
INSURED JOLA TRANSPORTATION LLC, DBA: AWAVE WE GO 4398 LINDSEY LANE STE D ORANGE BEACH AL 36561		INSURER(S) AFFORDING COVERAGE INSURER A: Berkshire Hathaway Specialty Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL261802762 REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y		06APM065277-01	01/07/2026	01/07/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured/Uninsured \$ \$300,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Orange Beach P.O. BOX 458 Orange Beach AL 36561	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

SCHEDULE – ADDITIONAL INSURED:

**CITY OF ORANGE BEACH
BUSINESS LICENSE/REVENUE DEPARTMENT
PO BOX 458**

ORANGE BEACH, AL 36561

In consideration of payment of the additional premium listed below, LIABILITY COVERAGE is extended to include the additional insured named herein, provided that:

- 1) such insurance applies only to the ownership, maintenance or use of a covered auto; and
- 2) such insurance applies only to acts or omissions by you, your agents or your "employees" while such covered auto is being used in your business; and
- 3) such insurance does not apply to the acts or omissions of the additional insured or any of the additional insured's agents or "employees" other than you; and
- 4) such insurance does not apply if the additional insured is subject to motor carrier insurance requirements and is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are being used exclusively in the additional insured's business and pursuant to operating rights granted to the additional insured by a public authority; and
- 5) such inclusion of additional insured shall not increase our limit of liability under this policy.

All other terms, conditions and agreements remain unchanged.

Additional Premium: \$ 100

Company Name BHHC Special Risks Insurance Company	Policy Number 06 APM 085277 - 01
	Endorsement Effective 01/07/2026 2:20 PM
Named Insured JOLA TRANSPORTATION LLC	Countersigned by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy .)



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 10, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of Change Order No. 1 with Harris Contracting Services, Inc., for sidewalk repairs, fencing, and minor additional sitework adjacent to the pickleball courts in an amount not to exceed \$36,431. (CP)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-03-26 26-xxx Authorize Change Order Pickleball Courts
2. 2026.01.23 Change Order Harris General Contractors Pickleball Courts
3. 2026.02.03 Memo - Pickleball Courts Change Order

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF
CHANGE ORDER NO. 1 WITH HARRIS CONTRACTING SERVICES, INC.
FOR SIDEWALK REPAIRS, FENCING, AND MINOR ADDITIONAL SITEWORK
ADJACENT TO THE PICKLEBALL COURTS
IN AN AMOUNT NOT TO EXCEED \$36,431**

FINDINGS:

1. The Orange Beach City Council awarded the competitive bid for Pickleball Courts, Restrooms, Roadway and Parking Lot Improvements to Harris Contracting Services, Inc, in the amount of \$2,715,000 per Resolution No. 25-068 on April 2, 2025.
2. The City Engineer has recommended Change Order No. 1 (attached Exhibit A) for sidewalk repairs, fencing, and minor sitework in an amount not to exceed \$36,431 bringing the total contract sum to \$2,751,431.
3. The City Council has determined that the change order is in the best interest of the City of Orange Beach, Alabama.

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

1. That the Council authorizes the Mayor to execute the change order now before the Council with Harris Contracting Services, Inc., for Pickleball Courts, Restrooms, Roadway and Parking Lot Improvements with an increase in the monetary amount for the City of Orange Beach by an amount not to exceed \$36,431.00 for the reasons so stated by and as an act for and on behalf of the City of Orange Beach;
2. That the City Engineer shall implement this change order and properly document the same pursuant to all applicable contract documents; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 3rd DAY OF MARCH, 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 March 3, 2026.

City Clerk



CHANGE ORDER

Project: Orange Beach Pickleball Court
Contractor: Harris Contracting Services
Attention: Chris
Date: 01/23/2026

Provide labor, materials, equipment, and disposal as listed below. *Line Items 1–4 have been completed.*

Item	Description	Qty	Unit	Labor	Material	Disposal	Line Total
1	Concrete Sidewalk Removal	745	SF	\$4,476.00	-	\$1,490.00	\$5,966.00
2	Sidewalk Sloping Removal	315	SF	\$1,470.00	-	\$630.00	\$2,100.00
3	Add New Sidewalk	745	SF	\$6,023.00	\$2,682.00	-	\$8,705.00
4	Add Concrete Sloping Sidewalk	315	SF	\$1,901.00	\$1,334.00	-	\$3,235.00
5	Install 4' Black Chain Link Fence	115	LF	\$2,805.00	\$3,915.00	-	\$6,720.00
6	Provide and install (2) gates and 7' posts set 3' into ground	2	EA	\$3,305.00	\$1,500.00	-	\$4,805.00
7	Raise the Berm 12" around the retention pond	300	LF	\$4,400.00	\$0.00	-	\$4,400.00
8	Core drill 2 holes for fencing on pickle court	2	Holes	\$500.00	\$0.00	-	\$500.00

Total Change Order Amount: \$36,431.00

Contractor Approval: _____ Date: _____

Owner Approval: _____ Date: _____



CITY OF ORANGE BEACH
COMMUNITY DEVELOPMENT

MEMORANDUM

To: Mayor and Council
From: Chris Pappas, City Engineer
Date: February 3, 2026
Re: **Orange Beach Pickleball Project
Change Order**

The requested change order for the Pickleball Project covers several issues which are as follows:

- Removal and replacement of damaged sidewalk outside of the scope of the project;
- Correction of drainage and sidewalk issues at the Tennis Center, outside of the scope of project;
- Addition of 115 linear feet of 4' tall chain link fence;
- Adding 2 walk through gates on the east and west side of the pickleball courts for additional access;
- Adding additional height to the detention pond.

Thank you

Chris Pappas



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 10, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of LED Lighting for the Tennis Courts through Sourcewell from Musco Sports Lighting, LLC, in the amount of \$139,900. (NA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-03-26 26-xxx Authorize Purchase Musco Sports Lighting Tennis Courts Sourcewell
2. 2026.02.04 Quote - Parks Tennis - Musco Lighting

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
LED LIGHTING FOR THE TENNIS COURTS THROUGH SOURCEWELL FROM
MUSCO SPORTS LIGHTING, LLC, IN THE AMOUNT OF \$139,900**

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 LED Lighting for the Tennis Courts through the Sourcewell purchasing cooperative, approved by the State of Alabama and the Public Examiners Office, in the amount of \$139,900.00;
2. That the Mayor is hereby authorized to approve payment to Musco Sports Lighting, LLC, in the amount of \$139,900.00 for LED Lighting for the Tennis Courts, per the quote dated February 3, 2026;
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 3rd DAY OF MARCH, 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 March 3, 2026.

City Clerk

Orange Beach Tennis Center
LED Retrofit
Orange Beach, AL
February 3, 2026

Sourcewell

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

Category: Sports lighting with related supplies and services

All purchase orders should note the following: **Sourcewell Purchase – Contract Number: 041123-MSL**

Quotation Price – Materials Only Delivered to Job Site

Tennis Courts 1-8 (50fc)\$139,900.00

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

Pricing and lead times are effective for 30 days only.

Tennis Court Lighting Equipment

- (64) LSI ZNL luminaires retrofitted on existing poles.

Control Systems and Warranty Services

- Control-Link® control system to provide remote on/off and 24/7 customer support
- 10-year materials warranty, with onsite labor included

Payment Terms

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

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

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

All Purchase orders should note the following: **Sourcewell Purchase – Contract Number: 041123-MSL**

Delivery Timing

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

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2021 IBC, 160mph, Exposure C, Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production.
- Owner is responsible for the structural integrity of the existing poles.

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

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





**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 10, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Vehicle for the Sewer Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$48,639. (RS/KB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-03-26 26-xxx Authorize Purchase Vehicle Sewer State Bid
2. 2026.01.29 Quote - Sewer - Stivers Ford Lincoln 2026 Ford F250 Pickup Truck

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
VEHICLE FOR THE SEWER DEPARTMENT
THROUGH STATE BID FROM STIVERS FORD LINCOLN, INC.
IN THE AMOUNT OF \$48,639**

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 One (1) Vehicle for the Sewer Department from Stivers Ford Lincoln, Inc., through Alabama State Bid in the amount of \$48,639.00;
2. That the Mayor is hereby authorized to approve payment to Stivers Ford Lincoln, Inc., in the amount of \$48,639.00 for One (1) 2026 Ford F-250 Regular Cab 4x4 Pickup Truck;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 3rd DAY OF MARCH, 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 March 3, 2026.

City Clerk

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

2026 FORD F250 REGULAR CAB 4x4 CHASSIS CAB - MODEL F2B

CONTRACT NUMBER: 23000003416-3

FORD CAB & CHASSIS CONTRACT

CONTRACT AMOUNT: \$43,184

INCLUDES: XL 600A, Regular Cab 4x4, 6.8L V8 PFI Gas Engine, 10 Spd AutoTransmission, Power Windows & Door Locks, Keyless Entry, Cruise Control, Vinyl Flooring, Vinyl 40/20/40 Seat, AM/FM Radio, Bluetooth, Rear View Camera, Trailer Tow Package 4/7 Pin,

STATE CONTRACT PRICE (T191)

\$ 43,184

FACTORY OPTIONS

F2B	Option to F250 Regular Cab 4x4 Pickup Truck	\$	1,675	<input checked="" type="checkbox"/>
99A	6.8L V8 PFI Gas Engine		NC	<input checked="" type="checkbox"/>
X37	3.73 Regular Axle		NC	<input checked="" type="checkbox"/>
44F	10 Speed Automatic Transmssion		NC	<input checked="" type="checkbox"/>
TD8	LT245/75Rx17E BSW AS		NC	<input checked="" type="checkbox"/>
18B	Platform Running Boards		NC	<input checked="" type="checkbox"/>
67E	250 Amp Alternator	\$	320	<input checked="" type="checkbox"/>
52B	Trailer Brake Controller	\$	185	<input checked="" type="checkbox"/>
AS	40/20/40 Viynl Seats - Medium Dark Slate (XL)	\$	225	<input checked="" type="checkbox"/>
Z1	Oxford White Exterior		NC	<input checked="" type="checkbox"/>

STIVERS FORD OPTIONS:

LED	4 Corner LED Strobe Lights	\$	695	<input checked="" type="checkbox"/>
FM1	Heavy Duty Rubber Floor Mats	\$	139	<input checked="" type="checkbox"/>
TB1	Tool Box - Deep Well (18")	\$	649	<input type="checkbox"/>
TB2	Tool Box - Standard (15")	\$	599	<input type="checkbox"/>
BL4	Bed Liner - Drop In - (8' Bed)	\$	360	<input type="checkbox"/>
BL3	Spray-in Bed Liner - (8' Bed)	\$	735	<input checked="" type="checkbox"/>
LDR	Over the Cab Ladder Rack 8 ft Bed	\$	1,095	<input checked="" type="checkbox"/>
TN2	Tonneau Cover - Retractable	\$	1,895	<input type="checkbox"/>
TN3	Tonneau Cover - Tri Fold	\$	1,420	<input type="checkbox"/>
BSL	Bed Slide	\$	1,690	<input type="checkbox"/>
TG1	Liftgate - Maxon		Request	<input type="checkbox"/>
BGW	Brush Guard Bumper w/ Winch	\$	2,939	<input type="checkbox"/>

DELIVERY: State Contract Provisions for \$2.00 / mile one-way 193 MILES

\$ 386

Delivery Address: 3900 WILLIAM SILVERS PKWY, OBA 36561

TOTAL VEHICLE (Required)

\$ 48,639

Customer: CITY OF ORANGE BEACH

Contact: ROB STALCUP

Phone: 251.747.5514

Email: RSSTALCUP@ORANGEBEACHAL.GOV

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required) _____

DATE (Required): _____

PURCHASE ORDER NUMBER:(Required)

QUANTITY (Required)



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 10, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a contract for law enforcement services with Baldwin County. (TJ)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-03-26 26-xxx Authorize Law Enforcement Services Contract Baldwin County Sheriff
2. 2026.02.06 Law Enforcement Service Agreement Baldwin Sheriff Police

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
CONTRACT FOR LAW ENFORCEMENT SERVICES
WITH BALDWIN COUNTY**

FINDINGS:

1. The City of Orange Beach desires to contract with Baldwin County for law enforcement services.
2. The Sheriff of Baldwin County and the City of Orange Beach Police Department have reached an agreement (attached Exhibit A) for the Sheriff to furnish the City of Orange Beach with law enforcement services upon request.
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 from January 1, 2026, to December 31, 2026.

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

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

ADOPTED THIS 3rd DAY OF MARCH, 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 March 3, 2026.

City Clerk

STATE OF ALABAMA)

COUNTY OF BALDWIN)

CONTRACT FOR LAW ENFORCEMENT SERVICES

WITNESS THIS AGREEMENT made and entered into by the City of Orange Beach, Alabama, a municipal corporation organized under the laws of the State of Alabama, hereinafter referred to as "Municipality", and Anthony E. Lowery as Sheriff of Baldwin County, Alabama, solely in his official capacity as Sheriff, hereinafter referred to as "Sheriff"; and Baldwin County, Alabama, a political subdivision of the State of Alabama, hereinafter referred to as "County":

WHEREAS, Ala Code §45-2-236 provides that the Baldwin County Sheriff may contract to provide law enforcement services to a municipality within its boundaries; and also allows the enforcement by the Sheriff and his duly commissioned deputies of laws within the corporate limits and police jurisdiction of the municipality including, without limitation, municipal ordinances, and the arrest or citation of any offenders as if the Sheriff and his deputies were duly constituted police officers of the municipality; and

WHEREAS Municipality is a municipality within the boundaries of Baldwin County, Alabama, and wishes enhanced law enforcement services within its entire lawful jurisdiction, to include without limitation, that area of land within the municipal boundaries of Municipality in addition to an area outside of the limits of Municipality and within the municipal police jurisdiction; and

WHEREAS Municipality desires to provide an enhanced level of competent law enforcement service in conjunction and in harmony with its fiscal policies of sound, economical management; and

WHEREAS Municipality desires and has requested that the Sheriff furnish law enforcement protection to Municipality and its inhabitants and citizens and perform any and all necessary and appropriate functions, actions, and responsibilities for law enforcement within Municipality to the extent herein provided; and

WHEREAS, Ala Code §45-2-236 provides to the Baldwin County Commission, as the governing body of Baldwin County, the authority to both agree upon the sufficiency of the sums provided by the Municipality for the subject police services, and to consent and approve of this Agreement; and

WHEREAS, the Baldwin County Commission, as the governing body of Baldwin County, concurs with and supports the plan and program set out in this Agreement; and

WHEREAS the Sheriff is an independent, constitutional officer of the State of Alabama; and

WHEREAS it is further the desire of Municipality that responsibility for law enforcement within Municipality be performed by the Sheriff under the terms of this Agreement, and to the extent such activity is consistent with law.

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the Agreement, the parties hereto do hereby covenant, contract, and agree as follows:

1. **Recitals Included:** The recitations set forth above are incorporated herein by reference in their entirety.

2. **Authority to Act:** Municipality does hereby vest in the Sheriff of Baldwin County including each sworn officer and deputy of the Sheriff, who from time to time may be assigned under this Agreement the police powers of Municipality which are necessary to implement and carry forth the services, duties, and responsibilities hereby imposed upon the Sheriff. The Sheriff and any Officers of the Sheriff are hereby vested, without limitation, with the power to enforce the ordinances of Municipality, to make arrests incident to the enforcement thereof, and to do such other things and perform such other acts as are necessary with respect thereto.
3. **Enforcement of Laws:** The Sheriff shall, to the extent allowed by law, enforce Federal, State and local laws applicable within the jurisdiction of the Municipality. The deputies provided under this Agreement by the Sheriff will have a general familiarity with the code of ordinances of Municipality, and Municipality will provide adequate copies of books of ordinances of Municipality for this purpose at no cost to the Sheriff.
4. **Purpose:** The purpose of this Agreement shall be to provide Municipality and the citizens represented by Municipality with enhanced law enforcement by and through the Baldwin County Sheriff's Office.
5. **Term:** The term of this Agreement shall be from January 1, 2026, to December 31, 2026. Any party may terminate this Agreement without cause or further liability to the other, upon thirty (30) days written notice to the other parties to this Agreement. Notwithstanding this provision, nothing herein written shall bind the Office of Sheriff or the County beyond the current term of office of the currently elected Sheriff.

In the event that the terms herein written in any way conflict with the dates associated with the Sheriff's term of office, then this Agreement shall become void upon expiration of the term of Sheriff, without any liability therefore, immediately without further action by the Sheriff or the County.

6. **Notice:** Notices required to be given hereunder shall be given to the following persons:

- a) Sheriff of Baldwin County, AL
320 N. Hoyle Ave.
Bay Minette, AL 36507;

- b) City of Orange Beach
Attn: City Clerk
P.O. Box 458
4099 Orange Beach Blvd
Orange Beach, AL 36561

With a required Copy to the City Attorney:
P.O. Box 458
Orange Beach, AL 36561

7. **Provision of Services by the County:** The Municipality shall pay (reimburse) to the Baldwin County Sheriff's Office the overtime rate of pay of deputies for the amount of time expended on duty in the Municipality. The County is hereby acting in approval and agreement of the sufficiency of the funds as provided by the Municipality for the anticipated services.

Notwithstanding this approval, however, the County in no way guarantees that said sum will continue to be sufficient for services rendered by the Sheriff. The Parties further agree that this Agreement in no way binds the County to provide, without limitation, any additional funds, equipment, facilities, resources, including but not limited to, patrol vehicles, insurance, benefits, necessary or unnecessary equipment for safety, investigative, management, supervisory, and dispatching needs. In the event the funds provided by the Municipality are determined by the Sheriff to no longer be sufficient to fund the service levels provided or to fulfill the expected duties described herein, the County shall in no way be bound to provide or make up any such shortfalls associated therewith.

8. **Provision of Services by the Sheriff:** The Sheriff agrees to enhance law enforcement services within the jurisdiction of the Municipality.
9. **Personnel:** Notwithstanding anything herein to the contrary, the Sheriff retains the complete and sole authority concerning, without limitation, the direction, hiring, training, assignment, discipline, and dismissal of any Deputy Sheriff, including any other officer acting on behalf of the Sheriff, in the performance of services under this Agreement. Any deputy or officer performing services under this agreement shall do so in accordance with his duties as an employee of the Baldwin County Sheriff's Office and consistent with all training and direction from the Sheriff. The Municipality does hereby reserve the right and the Sheriff does hereby acquiesce in Municipality's right to request that the Sheriff transfer such personnel who, in the determination of Municipality, fail to perform in a manner consistent with the standards contemplated herein. Such determination to transfer personnel shall, however, be made at the sole discretion of the Sheriff.
10. **Arrests, Crimes, Fines and Forfeitures:** Arrests and criminal charges for violation of municipal ordinances are to include, without limitation, uniform traffic citations and all prosecutions, therefore. Such arrests and criminal charges shall be returnable to and in the jurisdiction of the City of Orange Beach Municipal Court, if the Municipality staffs and maintains such a court system and the Municipality elects to have such actions prosecuted therein; otherwise, such charges will be returnable to and prosecuted in the District Court of Baldwin County.

All fines and forfeitures rendered in any court as a result of such charges made by the contract deputy, within the municipal limits and its police jurisdiction shall be distributed to the Municipality as provided by the laws of the State of Alabama and the rules of the District and Circuit Courts of Baldwin County.

11. **Municipal Law Enforcement Policy:** The Sheriff may confer with the Municipality regarding law enforcement problems within the Municipality and may consider general policy direction from the Municipality. Such consideration may include direction concerning how its services are delivered, and to what geographic area of the Municipality a particular type or level of service should be delivered, in order to counteract law enforcement problems within the Municipality. In the event that a concern arises over the general policy direction of the Municipality, the Sheriff may meet and confer with the Municipality on policy matters regarding the delivery of such services and attempt to resolve any dispute or misunderstanding between them. The deputy or deputies assigned under this Agreement, however, shall, at all times, remain under the singular and exclusive control of the Sheriff. They shall not be controlled by, nor shall they be under the authority of, the Municipality, and nothing in this Agreement shall be construed to give Municipality the right of control over the deputy or the deputy's time.

12. **Sheriffs Status:** Nothing in this Agreement shall be deemed to make the Sheriff or any of his deputies an agent, servant, or employee of Municipality, or to otherwise diminish the power and authority vested in the Sheriff and his sworn officers, as officials of the State of Alabama.
13. **Liability of Municipality and Sheriff:** Neither the Sheriff nor the County will defend or pay any judgment against the Municipality arising out of any act or omission or alleged act or omission of the Sheriff or any deputy, as law enforcement personnel, or any other employees of the Sheriff performing services under this Agreement. All suits and claims against deputies and the Sheriff that may be filed from time to time hereunder shall be handled by the Sheriff in accordance with normal procedures. The Sheriff may defend such lawsuits or claims against the deputies. Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County, the Municipality, and the Sheriff or in any way diminish any immunity, absolute or qualified, to which the County, the Sheriff and Municipality are otherwise entitled by law.
14. **Severability:** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the same shall be severed from this Agreement, and the remainder of this Agreement shall continue in full force and effect.
15. **Entire Agreement:** This Agreement reflects the full and complete understanding of the parties to it and may be modified or amended only by a document in writing executed by all the parties hereto and executed with the same formality of this Agreement.
16. **State Law Applicable:** This Contract shall be construed under and in accordance with the laws of the State of Alabama. All obligations of the parties created hereunder are performable in Baldwin County, Alabama, and venue shall exclusively lie with those courts.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives.

Attest

_____/_____
 David White / Date
 Chief Deputy, Baldwin County, AL

_____/_____
 Anthony E. Lowery /Date
 Sheriff of Baldwin County, AL

_____/_____
 Renee Eberly, City Clerk / Date
 City of Orange Beach

_____/_____
 Tony Kennon / Date
 Mayor, City of Orange Beach, AL

_____/_____
 Roger Rendleman / Date
 County Administrator, Baldwin County
 Commission

_____/_____
 James E. Ball / Date
 Chairman, Baldwin County Commission