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## REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

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**I. Roll Call**

**II. Consideration of Previous Minutes**

1. Work Session 04/15/2025
2. Regular Council Meeting 04/15/2025
3. Committee of the Whole 04/15/2025

**III. Unfinished Business**

**Miscellaneous**

**Resolutions**

**Ordinances**

**IV. New Business**

**Miscellaneous**

1. Discuss request by Couch Aggregates, LLC, for a temporary trailer at 22801 Canal Road. (GP)

**Resolutions**

1. Resolution authorizing the purchase of an access control system for the Police Department through State Bid from Vision Security Technologies Inc. in the amount of \$59,228.57. (SB)
2. Resolution authorizing the purchase of a video surveillance system for the Police Department through State Bid from Vision Security Technologies Inc. in the amount of \$63,057.15. (SB)
3. Resolution authorizing execution of a software service agreement with Southern Software, Inc., for inmate records and jail management. (SB)
4. Resolution establishing fees for the Orange Beach Shooting Complex and adopting policies for the operation thereof. (JL)

5. Resolution authorizing the execution of an automatic aid agreement with Escambia County, Florida. (JL)
6. Resolution authorizing the execution of a mutual aid agreement for law enforcement and other public safety services with the City of Bay Minette, Alabama. (JL)
7. Resolution authorizing the execution of a mutual aid agreement for law enforcement and other public safety services with Coastal Alabama Community College. (JL)
8. Resolution awarding Assistant Police Chief Robert Howard his duty weapons and badge as part of his retirement benefits. (SB)
9. Resolution awarding Officer Kenneth Clouse his duty weapons and badge as part of his retirement benefits. (SB)
10. Resolution amending the Employees Pay Plan/Job Listing to add the positions of Industrial Maintenance Electrician and Senior Human Resources Generalist. (MB)
11. Resolution awarding the proposal for a Strategic and Comprehensive Plan contractor. (AR)
12. Resolution authorizing the execution of an agreement with the Pensacola and Perdido Bays Estuary Program for marine debris volunteer project coordination, trash removal, and coastal vegetation planting. (PW/NW)
13. Resolution authorizing the purchase of a Dump Truck for the Utilities Department through the National Joint Purchasing Alliance from Empire Truck Sales, LLC, in the amount of \$128,500. (KB)
14. Resolution authorizing the execution of a task order with Foth Infrastructure & Environment, LLC, to perform engineered beach annual monitoring in the amount of \$54,800. (PW/NW)
15. Resolution authorizing execution of professional services agreements with Alicia Arrington for special needs aide services for the Expect Excellence Program. (PP/SC)

#### **Public Hearings**

#### **Ordinances**

1. Ordinance accepting ownership of the Bear Point Cemetery and amending the Code of Ordinances to establish a new chapter entitled, "Municipal Cemetery." (JL)
2. Ordinance declaring City-owned real property as unneeded for municipal purposes and authorizing the execution of a real estate purchase agreement with The Wharf Landing, LLC. (JL)
3. Reminder: Public hearing and first reading for consideration of Conditional Use Approval for Case No. 0502-CU-25, Bayside Garages at Orange Beach on May 20, 2025.

#### **V. Public Comments**

#### **VI. Adjourn**



**MINUTES OF  
ORANGE BEACH CITY COUNCIL  
WORK SESSION  
APRIL 15, 2025 – 11:00 A.M.  
COASTAL ARTS CENTER**

The Orange Beach City Council met on April 15, 2025, at 11:01 A.M. with Chairman Pro-Tem Jeff Boyd presiding.

The following members were present:

Councilmember Jeff Silvers  
Councilmember Jerry Johnson  
Councilmember Annette Mitchell  
Councilmember Joni Blalock  
Councilmember Jeff Boyd  
Mayor Tony Kennon – Arrived at 11:35 A.M.

The following members were absent:

None

The following items were discussed:

1. Sports tourism complex proposal.

Mayor Kennon arrived at 11:35 A.M.

2. Mayor and Council salary.
3. Compensation study.
4. Litigation update.
5. Proposed sale of Event Center and construction of a new Civic Center.
6. Request by the Wharf to purchase real property owned by the City.
7. Penny sales tax update.
8. Village of Tannin.
9. Orange Beach Cemetery.
10. IT needs.
11. Art Center Hot Shop request.
12. Expect Excellence facility repairs and future expansion plans.
13. Police Department planning.
14. Next Council Work Session scheduled for May 5, 2025, at 11:00 A.M.
15. City Hall Front Desk temporary staffing.

There being no further business, the meeting adjourned.

Time: 3:17 P.M.

**APPROVED** this 20<sup>th</sup> day of May, 2025.

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Renee Eberly  
City Clerk

**MINUTES OF  
REGULAR COUNCIL MEETING  
ORANGE BEACH CITY COUNCIL  
APRIL 15, 2025 – 5:00 P.M.  
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 5:01 P.M.
- II. INVOCATION** Reverend Jim Kinder, Orange Beach Methodist Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

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

Absent: None

**V. CONSIDERATION OF AGENDA**

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

Regular Council Meeting 03/18/2025  
Committee of the Whole 03/18/2025

The reading was waived and minutes were approved as written.

**VI. REPORTS OF OFFICERS/COMMITTEES**

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

Mayor Kennon reported that the number of spring break arrests have significantly decreased over the years as a direct result of the city's no tolerance campaign. He thanked Chief Brown and the Police Department for their diligence.

## VII. AUDITING OF ACCOUNTS

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

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

## VIII. PRESENTATIONS

## IX. RECOGNITIONS

1. Mayor Kennon recognized and showed a brief video of William P. Mills, III, president and owner of MPW Enterprises, L.L.C., recipient of 2025 Horatio Alger Award. Mr. Mills is a resident of Lafayette, LA, whose business operates as a property rental company in Orange Beach.

## X. UNFINISHED BUSINESS

1. Second Reading – Ordinance amending Chapter 50, Article III of the Code of Ordinances for the City of Orange Beach, Alabama, to add a new section prohibiting commercial activity on beaches, shorelines, and waterways. **Motion made (Silvers/Johnson) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**

## XI. NEW BUSINESS

### Resolutions

1. Resolution authorizing execution of a subgrant award agreement with the Alabama Department of Economic and Community Affairs (ADECA) for license plate reader cameras for the Police Department. **Motion made (Johnson/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution authorizing execution of professional services agreement with DeRhonda Ponder for special needs aide services for the Expect Excellence Program. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution authorizing execution of a professional services agreement with Matthew Hurst for theater performance direction and stage management assistance for "Lion King JR." **Motion made (Mitchell/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution authorizing execution of a performance agreement with McLean Motor Sports Productions, LLC, for the "Bama Coast Cruisin'" event as part of the 2025 Freedom Fest. **Motion made (Boyd/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution authorizing execution of a performance agreement with Gulf Coast Gun Collectors Association for a collectible firearms show at the Orange Beach Event Center as part of the 2025 Freedom Fest. **Motion made (Mitchell/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution authorizing a franchise renewal for Coast Group Transportation, LLC, dba Coast Cab, to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. **Motion made (Blalock/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

7. Resolution authorizing a franchise renewal for Robin's Rides, LLC, to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. **Motion made (Silvers/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
8. Resolution authorizing a franchise renewal for The Surfside Shuttle, LLC, to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
9. Resolution authorizing a franchise renewal for Waste Away Group, Inc., dba Waste Management, to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
10. Resolution authorizing execution of a professional services agreement with Lose and Associates, Inc., dba Lose Design, for a conceptual design to renovate and expand the Aquatics Center. **Motion made (Mitchell/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
11. Resolution authorizing the purchase of Two Vehicles for the Public Works Street Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$114,824. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
12. Resolution awarding the bid for a Mobile Entertainment Stage for the Parks and Recreation Department to Astra Stages LLC in the amount of \$61,025. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
13. Resolution authorizing execution of a professional services agreement with Jackson Holiday for football coaching. **Motion made (Boyd/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
14. Resolution authorizing execution of a cooperative service agreement with the U.S. Department of Agriculture to supplement nuisance wildlife control services. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

### Public Hearings

1. Public hearing for an Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0408-PUDA-25, Village of Tannin PUD Modification, Lot 1 Land Use Designation.

Griffin Powell, City Planner, presented the request by Aquaholics Investments, LLC, for approval of a minor modification to the Village of Tannin PUD (Planned Unit Development) Master Plan to change the land use designation of Lot 1 of Village of Tannin Town Center from special purpose (firehouse) to single-family residential.

Mayor and Council discussed their concerns with reducing setbacks.

Nick Patti, Village of Tannin Association, spoke in opposition.

Nathan McMillian, contractor, spoke in favor.

Julie Ardoin, 4 Meeting Street, Village of Tannin resident, spoke in opposition.

Lisa Person, 7 Meeting Street, Village of Tannin resident, spoke in opposition.

George Gounares, original Village of Tannin developer, spoke in favor.

Mayor and Council stated that they would rely on the City Attorney's guidance.

### Ordinances

1. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0408-PUDA-25, Village of Tannin PUD Modification, Lot 1 Land Use Designation. No action taken. Ordinance will move forward to a second reading.

**XIII. PUBLIC COMMENTS**

None

**XIV. ADJOURN**

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

Time: 6:07 P.M.

**APPROVED** this the 20<sup>th</sup> day of May, 2025.

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Renee Eberly  
City Clerk

**MINUTES OF  
COMMITTEE OF THE WHOLE MEETING  
ORANGE BEACH CITY COUNCIL  
APRIL 15, 2025 – 6:07 P.M.  
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the May 6, 2025, agenda.

The following members were present:

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

The following members were absent:

None

The following items were discussed:

1. Resolution authorizing execution of a software service agreement with Zapp Software, LLC, for the 2026 Festival of Art, 2026 Seafood Festival, and 2025 Freedom Fest.
2. Resolution authorizing execution of a service agreement by and between the City of Orange Beach and Coastal Cats & Critters, Inc., for the housing and care of feral cats removed from active beach mouse habitats.
3. Resolution authorizing execution of a service agreement by and between the City of Orange Beach and Safe Harbor Animal Coalition (SHAC) for the removal of feral cats from active beach mouse habitats.
4. Resolution authorizing the execution of a professional services agreement with Goodwyn, Mills & Cawood, Inc., for engineering, design, and testing.
5. Resolution authorizing the execution of a task order with Goodwyn, Mills & Cawood, Inc., to perform a Discharge Information Zone (DIZ) study for the Orange Beach Wastewater Treatment Plant in an amount not to exceed \$54,435.
6. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0401-RZ-25, Twilley Property Rezoning. Public hearing set for May 6, 2025.
7. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0409-ZT-25, Zoning Text Amendment, Article 8, Parking Requirements for Automotive Repair and Service Center. Public hearing set for May 6, 2025.
8. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0410-ZT-25, Zoning Text Amendment, Article 4, Density and Wetlands and Wetland Setbacks. Public hearing set for May 6, 2025.
9. Set a public hearing date for consideration of Conditional Use Approval for Case No. 0502-CU-25, Bayside Garages at Orange Beach. Public hearing set for May 20, 2025.
10. Ordinance declaring City-owned real property as unneeded for municipal purposes and authorizing the execution of a ground lease agreement with the Solid Waste Disposal Authority of Baldwin County, Alabama, Inc.

Public Comments:

None

There being no further business, the meeting adjourned.

Time: 6:24 P.M.

**APPROVED** this 20<sup>th</sup> day of May, 2025.

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Renee Eberly  
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MAY 6, 2025**

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**Departments:** City Clerk

**Description of Topic:** Discuss request by Couch Aggregates, LLC, for a temporary trailer at 22801 Canal Road. (GP)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 05-20-25 25-xxx Authorize Temporary Trailer Couch Aggregates
2. Couch Aggregates Site Plan

**RESOLUTION NO. 25-xxx**

**A RESOLUTION AUTHORIZING A TEMPORARY TRAILER AT  
22801 CANAL ROAD FOR COUCH AGGREGATES**

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**FINDINGS:**

1. Couch Aggregates, LLC, the applicant, has submitted a request to use a trailer as a temporary employee shelter at their yard on 22801 Canal Road.
2. Section 5.0409 of the Zoning Ordinance states that no portable building shall be permitted on any parcel of land except upon the approval of a temporary permit by City Council.

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

1. That the Orange Beach City Council authorizes the use of a temporary sales trailer by Couch Aggregates, LLC, located at 22801 Canal Road for a period of six months with the end date of November 20, 2025; and
2. That this resolution shall become effective immediately upon adoption.

ADOPTED THIS 20<sup>th</sup> DAY OF MAY, 2025.

\_\_\_\_\_  
Renee Eberly  
City Clerk

**C E R T I F I C A T E**

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on May 20, 2025.

\_\_\_\_\_  
City Clerk

LEGEND

Brief narrative:

We plan to initiate the sale of dirt and rock materials to the general public. We will be located on the property that is owned by Coach Aggregates.



Site: Orange Beach  
Survey: Composite 30 Jan 2025  
File created: Feb 15, 2025





**REGULAR COMMITTEE OF THE WHOLE MEETING  
MAY 6, 2025**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the purchase of an access control system for the Police Department through State Bid from Vision Security Technologies Inc. in the amount of \$59,228.57. (SB)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 05-20-25 25-xxx Authorize Purchase Access Control System Police State Bid
2. 2025.03.22 Quote - Admin - Vision Security Technologies Police Department Access Control

**RESOLUTION NO. 25-xxx**

**A RESOLUTION AUTHORIZING THE PURCHASE OF AN  
ACCESS CONTROL SYSTEM FOR THE POLICE DEPARTMENT  
THROUGH STATE BID FROM VISION SECURITY TECHNOLOGIES INC.  
IN THE AMOUNT OF \$59,228.57**

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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 an Access Control System at the Justice Center for the Police Department from Vision Security Technologies Inc. through Alabama State Bid in an amount not to exceed \$59,228.57;
2. That the Mayor is hereby authorized to approve payment to Vision Security Technologies Inc. in the amount of \$59,228.57 for an Access Control System, per Proposal No. 15354-1-0 dated March 22, 2025;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 20<sup>th</sup> DAY OF MAY, 2025.

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Renee Eberly  
City Clerk

**C E R T I F I C A T E**

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on May 20, 2025.

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City Clerk



# **VISION**

SECURITY TECHNOLOGIES

## **Standard Access Control**

**Prepared for:**  
**City of Orange Beach**  
4480 Orange Beach Blvd  
Orange Beach, AL 36561

**Prepared by:**  
**Kevin Daly**  
Account Manager  
kevin.daly@visionsoutheast.com  
Cell: 217-620-5028

**Proposal Issued:**  
**3/22/2025**

**Proposal Valid To:**  
**4/21/2025**



Proposal Number: 15354-1-0  
City of Orange Beach  
Date: March 22, 2025

## PROJECT DESCRIPTION

**Name:** City of Orange Beach

**Site:** Police Department  
4480 Orange Beach Blvd  
Orange Beach, AL 36561

**Billing:** City of Orange Beach  
PO Box 458  
Orange Beach, AL 36561

**Contact**  
Ford Handley  
**P:**  
**C:** (251) 284-5010  
**E:** fhandley@orangebeachal.gov

We appreciate your time and this opportunity. The following information summarizes your current estimate and is a scope of work as we understand your needs. We have abbreviated a few items in an effort to streamline this document. Within the scope "VST" is Vision Security Technologies, "customer" designates the customer and "others" would be vendors working directly for you. Specific devices and part numbers can be found on the actual estimate. Please review this information and let us know if you have any questions.

Vision Security Technologies (VST) will provide and install a new Avigilon access control system for the City of Orange Beach Police Department located in Orange Beach, Alabama to consist of the following:

### Police Department

VST to provide and install eleven (11) card readers and seven (7) key pad card readers to replace existing card readers.

VST to provide and install two (2) 8-door Lifesafety power supply enclosures.

VST to provide and install one (1) MP-1502 network control reader board.

VST to provide and install seven (7) MR-52 reader boards.

### Modular Building

VST to provide and install one (1) card reader and one (1) electrified strike on the front entrance door.

VST to provide and install one (1) 1-door Lifesafety power supply enclosure.

VST to provide and install one (1) MP-1501 network reader board.

The information enclosed in this proposal is intended for the use of the individual to which it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. All information included is considered proprietary and is the intellectual property of Vision Security Technologies. As the reader or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this communication, information contained within, or its attachments, is strictly prohibited.



Proposal Number: 15354-1-0  
City of Orange Beach  
Date: March 22, 2025

## Other

VST to provide and install proper licenses and software.

VST to program and test the system upon completion.

This project is being quoted as tax exempt. Materials will be purchased using a Certificate of Exemption per Act 2013-205 and Alabama Department Rule 810-6-3-77. The tax exempt entity will be required to file application, Form St: EXC-01.

This project is being quoted under Alabama State Contract # MA220000003231.

Thank you for allowing Vision Security Technologies this opportunity. We look forward to working with you.

## SCOPE DETAILS

- All work proposed shall be performed during normal business hours Monday through Friday 8:00AM -5:00PM
- 120 VAC power outlets and hardware connections are excluded from this project and are the responsibility of others.

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Proposal Number: 15354-1-0  
City of Orange Beach  
Date: March 22, 2025

## BILL OF MATERIALS

**Name:** City of Orange Beach

**Site:** Police Department  
4480 Orange Beach Blvd  
Orange Beach, AL 36561

**Billing:** City of Orange Beach  
PO Box 458  
Orange Beach, AL 36561

**Contact**

Ford Handley

**P:**

**C:** (251) 284-5010

**E:** fhandley@orangebeachal.gov

| Access |                                                                                                                                                                  | \$59,228.57 |             |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| QTY    | Description                                                                                                                                                      | Unit Price  | Ext.Price   |
| 2      | Lifesafety Power Eight Door Mercury Dual Voltage Integrated Power System                                                                                         | \$926.56    | \$1,853.12  |
| 1      | MERCURY MP1502 INTELLIGENT CONTROLLER (2 DOORS; 4 READERS; 8 INPUTS; 4 OUTPUTS)                                                                                  | \$1,561.33  | \$1,561.33  |
| 7      | Series 3B Two-Reader Interface Module (Mercury Part #: MR52-S3B)                                                                                                 | \$810.46    | \$5,673.22  |
| 1      | MERCURY MP1501 INTELLIGENT CONTROLLER WITH POE+ (1 DOOR; 2 READERS; 2 INPUTS; 2 OUTPUTS)                                                                         | \$897.05    | \$897.05    |
| 12     | Signo40; Wall mount; 13.56mHz & 125kHz; OSDP/Wiegand; Pigtail; Mobile Ready; BLE                                                                                 | \$369.06    | \$4,428.72  |
| 9      | Signo40K; Wall mount w/Keypad; 13.56mHz & 125kHz; OSDP/Wiegand; Pigtail; Mobile Ready; BLE                                                                       | \$607.88    | \$5,470.92  |
| 7      | Type G Slot Duct                                                                                                                                                 | \$13.19     | \$92.33     |
| 7      | 1.5" Black Cover                                                                                                                                                 | \$2.40      | \$16.80     |
| 6000   | ACS Cable 22-04 UNS + 22-02 UNS+ 18-04 UNS + 22-2                                                                                                                | \$2.98      | \$17,880.00 |
| 5      | use IM1272-f1 12V Lead Dura 12-7F                                                                                                                                | \$40.79     | \$203.95    |
| 125    | SEOS KEY FOB 8K; PROG SEOS; F-BLACK W/HID ARTWORK; B-BLACK; LASER MATCH SEOS #; (AVIGILON FORMAT - NO PROGRAMMING INFORMATION REQUIRED)(MOQ 100)(HID - 5266PNNA) | \$7.42      | \$927.50    |
| 1      | The FLEXPOWER FPO75-E1 is an offline switchmode power supply-battery charger specifically designed for the lifesafety industry. Capable of providing t           | \$353.62    | \$353.62    |
| 1      | ACM6 to UA7 Upgrade Package for up to 250 doors (include 1 Year Service Plan)                                                                                    | \$1,380.08  | \$1,380.08  |
| 1      | UA7 Service Plan for up to 250 doors; 1 Year                                                                                                                     | \$690.04    | \$690.04    |
| 1      | UA7 1 Door License                                                                                                                                               | \$184.01    | \$184.01    |
| 3      | 3 Conductor Line Cord                                                                                                                                            | \$9.27      | \$27.81     |
| 1      | Electric Strike Kit 12/24VDC/VAC, FS/FSE Fail Safe/Fail Secure, Includes 2 Faceplates 501 & 501A (4-7/8in x 1-1/4in), Cylindrical Latches Max 5/8in Th           | \$235.07    | \$235.07    |

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Proposal Number: 15354-1-0  
City of Orange Beach  
Date: March 22, 2025

**Supplies & Materials:**

| QTY | Description | Ext. Price |
|-----|-------------|------------|
| 25  | Hardware    | \$673.00   |

|                                       |                    |
|---------------------------------------|--------------------|
| <b>Total Equipment</b>                | <b>\$41,875.57</b> |
| <b>Total Labor</b>                    | <b>\$16,680.00</b> |
| <b>Total Supplies &amp; Materials</b> | <b>\$673.00</b>    |
| <b>Total Purchase Price</b>           | <b>\$59,228.57</b> |

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Proposal Number: 15354-1-0  
City of Orange Beach  
Date: March 22, 2025



### Vision Security Technologies

### City of Orange Beach

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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Proposal Number: 15354-1-0  
City of Orange Beach  
Date: March 22, 2025

## TERMS & CONDITIONS

For the purposes of this Agreement, "VST" means Vision Security Technologies Inc. and/or all other entities under common control or common ownership with VST.

**1. Acceptance.** VST's Invoice, Quotation, Confirmation, Proposal or Service Agreement contains the complete agreement between VST and Customer, and VST expressly limits its acceptance to the terms stated herein. Additional or different terms in Customer's purchase order, confirmation, other writings, or from prior negotiations (hereinafter "Other terms"), shall not be binding on VST and are hereby superseded by the terms delineated herein. Further, any quotations, proposals, confirmations or service agreements not executed or otherwise agreed upon expire after Thirty (30) days subsequent to the date stated therein. Additionally, the Acceptance by Customer of VST's Invoice, Quotation, Confirmation, Proposal or Service Agreement referenced herein has been executed by such person who has full power and authority to execute and deliver this Agreement by Customer and to obligate Customer accordingly .

**2. Force Majeure.** If the performance of the Agreement, or of any obligation hereunder is prevented, restricted or interfered with by reason of fire, breakdown of plant, labor disputes, embargoes, government ordinances or requirements, civil or military authorities, acts of God or the public enemy, acts or omissions of carriers, or other causes beyond the reasonable control of the party whose performance is affected, then the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on the day -for-day basis to the extent such party's obligations relate to the performance so prevented, restricted or interfered with ); provided that the party so affected shall use its best efforts to avoid or remove such causes .

**3. Limitation of Liability.** In no event will VST be liable for consequential damages, including lost profits, loss of investment, or other incidental damages incurred from Customer's investment based on the Scope of Work to be performed by VST under this Agreement. VST's total liability for work performed shall never exceed the amount paid by the Customer for services performed under this Agreement.

**4. WARRANTIES.** VST WARRANTS THAT THE PRODUCTS COVERED HEREBY CONFORM TO THE DESCRIPTION AND SPECIFICATIONS, IF ANY. THE USE OF THE PRODUCTS BY CUSTOMER CONSTITUTES CUSTOMER'S ACCEPTANCE OF CONFORMITY. VST WARRANTS THE WORKMANSHIP OF ITS INSTALLATION FOR A PERIOD OF ONE (1) YEAR FOLLOWING INSTALLATION. SHOULD CUSTOMER OR ANY OTHER PERSON OR ENTITY WORK ON, ADJUST OR OTHERWISE TOUCH THE PRODUCT WARRANTED BY VST, VST'S ONE-YEAR WARRANTY DELINEATED HEREIN IS HEREBY VOIDED AND OTHERWISE UNENFORCEABLE. CUSTOMER SHOULD CONSULT THE MANUFACTURER OF ANY PRODUCT TO DETERMINE WHAT, IF ANY, WARRANTIES IT PROVIDES. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS. VST'S LIABILITY FOR BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, IS EXPRESSLY

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Proposal Number: 15354-1-0  
City of Orange Beach  
Date: March 22, 2025

LIMITED AT THE OPTION OF VST: (A) TO THE REPLACEMENT AT THE AGREED POINT OF DELIVERY OF ANY PRODUCTS OR SERVICES FOUND TO BE DEFECTIVE OR NOT TO CONFORM TO THE SPECIFICATIONS SET FORTH HEREIN (UPON DELIVERY OF THE PRODUCT BY CUSTOMER TO VST), (B) TO THE REPAIR OF SUCH PRODUCTS OR SERVICES (UPON DELIVERY OF THE PRODUCT BY CUSTOMER TO VST); OR (C) TO THE REFUND OR CREDITING TO CUSTOMER OF THE PRICE OF SUCH PRODUCTS OR SERVICES.

**5. Delivery Terms.** Delivery dates are approximate and are based upon prompt receipt of all necessary information from Customer. Unless otherwise specified by VST, delivery will be made and title will pass to Customer upon Customer's acceptance of conformity. Further, Customer is responsible for any job-site preparation or any other requirement needed in order for VST to meet its obligations as set forth herein.

**6. Unforeseen Conditions or Change Orders.** Should concealed conditions encountered in the performance of VST's work in a structure be a variance with the conditions indicated by the contract documents or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in the work of the character provided for in the contract documents be encountered, the compensation to be paid to VST for the work shall be adjusted by a Change Order. If VST encounters unforeseen conditions or circumstances during installation and/or maintenance at Customer's site that materially increase the cost or complexity of the work VST agreed to perform, Customer agrees to compensate VST for the extra materials and labor required by the unforeseen conditions or circumstances and for any additional costs, expenses or fees that VST incurs due to these circumstances. Further, if Customer materially changes any of the conditions or demands required of VST, then Customer hereby agrees to compensate VST for the extra materials and labor required and for any additional costs, expenses or fees that VST incurs due to these changes.

**7. Dispute Resolution.** Customer and VST agree that any and all disputes arising out of, or relating to, Customer's purchase of VST's products, attempted purchase of VST products, purchase of VST's service and /or installation of any product, use of VST's products, and/or any warranty(ies) alleged to cover VST's products, shall be resolved by binding arbitration in Birmingham, Alabama to the exclusion of all other locations. Further, Customer and VST hereby state and agree that any relationship between them and any transactions related to this or any other agreement to which they are a party specifically and without revocation are involved and touch upon interstate commerce. This provision shall apply to any and all claims whatsoever, whether they sound in contract, tort, or otherwise, with the sole exception being claims asserted by VST for non-payment, and without regard to whether they are based on conduct occurring before Customer's purchase of VST's products, or execution of a Service Agreement. The arbitration shall be governed by the rules and procedures promulgated by the American Arbitration Association that are in effect at the time of the dispute. The arbitrator shall have full authority to award costs, including reasonable attorney's fees, to the prevailing party.

**8. Waiver of Trial by Jury.** In the event that the Arbitration Agreement contained in these Standard Terms and Conditions is declared to be unenforceable by a court of law for any reason, Customer and VST, and their successors and assigns, do hereby waive their right to a trial by jury of any claim, counterclaim, cross-claim, or third-party claim, including any and all claims for injury or damage, brought by either party against the other that arises out of, or is related to, this Agreement, Customer's relationship with VST, Customer's purchase of VST's products, Customer's attempted

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purchase of VST's products, the use of VST's products, the servicing and/or installation of VST's products, and/or any warranty(ies) alleged to cover VST's products. VST and Customer make this waiver to avoid the additional time and expense jury trials require.

**9. Acknowledgment.** Customer acknowledges that VST shall not be responsible for any damages, claims, or injuries arising from Customer's improper use of VST's work delivered, services, Customer's failure to properly maintain VST's products, Customer's modification or alteration of VST's products, or Customer's negligence. Customer agrees to indemnify VST and hold it harmless from any and all claims, injuries, or damages arising from Customer's improper use or maintenance of VST's products, Customer's modification or alteration of VST's products, or Customer's negligence. Further, Customer acknowledges that VST, when rendering its work and services, relies upon quotes, part numbers, part information and other information provided to it by third parties. Accordingly, VST will use reasonable skill and care in performing its services but cannot guarantee that, all information it relied upon is accurate, complete or correct, and shall not be held responsible for any errors including manifest and typographical errors.

**10. Payment.** Terms of payment shall be the following: 50% of the total amount due shall be paid upon acceptance of the Proposal as a deposit. The remaining 50% shall be paid in "progress billings" as determined and calculated by VST at its sole discretion and billed every 30 days after work begins with payment due within ten (10) days after each bill. Any Change Order, extra charge or extra expense shall be added immediately to the next progress billing and shall be due within ten (10) days after that bill date. Further, should the costs of any part or supply change after acceptance of the Proposal by Customer, Customer hereby agrees that VST shall be entitled to receive and Customer agrees to pay any additional cost incurred by VST in procuring said part or supply in addition to the amounts set forth in the Proposal. Additionally, VST at its discretion shall be entitled to receive and Customer agrees to pay a fuel surcharge to pay any additional cost incurred by VST in the performance of its obligations caused by an increase in VST's fuel costs. Should the financial condition or responsibility of Customer at any time become unsatisfactory to VST, VST shall have the right, at its discretion, to require payment in advance for any shipment hereunder or satisfactory security thereof. If Customer fails to make payment in accordance with the terms of these Standard Terms and Conditions, or fails to comply with any provision hereof, VST may, at its discretion, in addition to any other remedies, cancel any agreement. Customer shall remain liable for all unpaid amounts. In the event Customer fails to make payment in accordance with the terms of Standard Terms and Conditions, the account shall be deemed delinquent and a late charge of one and one-half percent (1½%) per month will be added to the unpaid balance. Customer agrees to pay all collection costs and expenses, including reasonable attorneys' fees that VST incurs in collecting, or attempting to collect, said amount. Further, if Customer, in VST's sole discretion, remains in default greater than thirty (30) days of any sum due under this Agreement, or if Customer destroys or otherwise damages any installed equipment or product under this Agreement, VST may repossess the equipment or property by legal process or self help without the use of force. Nothing in this Agreement shall authorize a violation of criminal law or other applicable statute. In the event of default, VST may take possession of the equipment or property wherever found, including any governmental property or facility. In order to reinstate the Agreement after repossession occurs, Customer must pay: All past due charges, the reasonable cost of pick-up and delivery and a reinstatement fee of \$1000.00. THE CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT JURISDICTION AND VENUE FOR ANY ACTIONS BROUGHT BY EITHER PARTY SHALL BE

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Proposal Number: 15354-1-0  
City of Orange Beach  
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EXCLUSIVELY IN SHELBY COUNTY, ALABAMA, and that Customer hereby submits itself to the Jurisdiction of Shelby County, Alabama, and hereby waives any jurisdictional objection thereto.

**11. Delay.** VST shall not be liable for any failure or delay in manufacture, shipment, delivery of products, or performance of service/maintenance resulting from any cause beyond VST's control, including, but not limited to, provisions of law or governmental regulations, accident, explosion, fire, windstorm, flood or other casualty, strike, lockout, or other labor difficulty, riot, war, insurrection, shortage of, or inability to secure, labor, raw materials, production or transportation facilities.

**12. Assignment.** Customer may not assign this agreement without prior written consent of VST.

**13. Waiver.** Waiver of any breach of this contract shall not be construed as a waiver of any other breach .

**14. Governing Law.** The parties agree that the interpretation and validity of these Standard Terms and Conditions shall be governed by Alabama law.

**15. Modification.** There are no terms, conditions, under-standings, or agreements between Customer and VST other than those stated herein, and all prior proposals and negotiations are merged herein. NO TERMS AND CONDITIONS IN ANY WAY ALTERING OR MODIFYING THE PROVISIONS HEREIN SHALL BE BINDING UPON VST UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF VST. NO MODIFICATION OR ALTERATION OF THE PROVISIONS HEREIN SHALL RESULT FROM VST'S PERFORMANCE FOLLOWING RECEIPT OF CUSTOMER'S PURCHASE ORDER, SHIPPING ORDER, OR OTHER FORMS CONTAINING PROVISIONS, TERMS, AND CONDITIONS IN ADDITION TO, IN CONFLICT WITH, OR INCONSISTENT WITH, THE PROVISIONS HEREIN.

**16. Termination by Customer.** The Customer may terminate this Agreement for cause. Such termination may be made only after first giving VST written notice giving VST at least twenty (20) days to cure any default or breach of the contract by VST. If VST fails to cure said default or breach within this twenty (20) day notice, the Customer may then give ten (10) days written notice prior to the effective date of termination of this Agreement. Such notice shall be deemed given if delivered or mailed to the last known address of VST. From and after the effective date specified in such termination notice this Agreement shall be terminated. In the event of such termination, the Customer shall immediately pay VST compensation for services performed hereunder as calculated and delivered by VST to Customer. Such compensation shall be paid within five (5) business days of delivery of said amount by VST to Customer. After this five (5) day period, any amount due shall be subject to late fees and interest in the amount of 1.5% per month.

**17. Termination by VST.** VST may terminate this Agreement for cause. Such termination may be made only after first giving Customer written notice giving Customer at least twenty (20) days to cure any default or breach of the contract by Customer. If Customer fails to cure said default or breach within this twenty (20) day notice, the VST may then give ten (10) days written notice prior to the effective date of termination of this Agreement. Such notice shall be deemed given if delivered or mailed to the last known address of Customer. From and after the effective date specified in such termination notice this Agreement shall be terminated. In the event of such termination, Customer shall immediately pay

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License #591





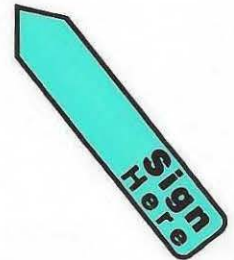
Proposal Number: 15354-1-0  
City of Orange Beach  
Date: March 22, 2025

VST compensation for services performed hereunder as calculated and delivered by VST to Customer. Such compensation shall be paid within five (5) business days of delivery of said amount by VST to Customer. After this five (5) day period, any amount due shall be subject to late fees and interest in the amount of 1.5% per month.

In the event Customer cures any default or breach as delineated in this paragraph, then Customer shall be responsible for any fees, fines, costs, expenses or other monetary damages resulting from Customer's default or breach as determined by VST.

Vision Security Technologies is a proud member of the Alabama Electronic Security Board of Licensure, license #591. If there are unresolved issues, you may contact AESBL at 334-264-9388 or 7956 Vaughn Road, PMB 392, Montgomery, AL 36116.

Initials: \_\_\_\_\_



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**REGULAR COMMITTEE OF THE WHOLE MEETING  
MAY 6, 2025**

---

**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the purchase of a video surveillance system for the Police Department through State Bid from Vision Security Technologies Inc. in the amount of \$63,057.15. (SB)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

---

**ATTACHMENTS:**

1. 05-20-25 25-xxx Authorize Purchase Video Surveillance System Police State Bid
2. 2025.03.26 Quote - Admin - Vision Security Technologies Police Department Security Cameras

**RESOLUTION NO. 25-xxx**

**A RESOLUTION AUTHORIZING THE PURCHASE OF A  
VIDEO SURVEILLANCE SYSTEM FOR THE POLICE DEPARTMENT  
THROUGH STATE BID FROM VISION SECURITY TECHNOLOGIES INC.  
IN THE AMOUNT OF \$63,057.15**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of a Video Surveillance System at the Justice Center for the Police Department from Vision Security Technologies Inc. through Alabama State Bid in an amount not to exceed \$63,057.15;
2. That the Mayor is hereby authorized to approve payment to Vision Security Technologies Inc. in the amount of \$63,057.15 for a Video Surveillance System, per Proposal No. 15352-1-0 dated March 26, 2025;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 20<sup>th</sup> DAY OF MAY, 2025.

---

Renee Eberly  
City Clerk

**C E R T I F I C A T E**

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on May 20, 2025.

---

City Clerk



# **VISION**

SECURITY TECHNOLOGIES

## **Avigilon Upgrade**

**Prepared for:**  
**City of Orange Beach**  
4480 Orange Beach Blvd  
Orange Beach, AL 36561

**Prepared by:**  
**Kevin Daly**  
Account Manager  
kevin.daly@visionsoutheast.com  
Cell: 217-620-5028

**Proposal Issued:**  
**3/26/2025**

**Proposal Valid To:**  
**4/25/2025**



Proposal Number: 15352-1-0  
City of Orange Beach  
Date: March 26, 2025

## PROJECT DESCRIPTION

**Name:** City of Orange Beach

**Site:** Police Department

4480 Orange Beach Blvd

Orange Beach, AL 36561

**Billing:** City of Orange Beach

PO Box 458

Orange Beach, AL 36561

**Contact**

Ford Handley

**P:**

**C:** (251) 284-5010

**E:** fhandley@orangebeachal.gov

We appreciate your time and this opportunity. The following information summarizes your current estimate and is a scope of work as we understand your needs. We have abbreviated a few items in an effort to streamline this document. Within the scope "VST" is Vision Security Technologies, "customer" designates the customer and "others" would be vendors working directly for you. Specific devices and part numbers can be found on the actual estimate. Please review this information and let us know if you have any questions.

Vision Security Technologies (VST) will provide and install new Avigilon video surveillance system for the City of Orange Beach Police Department located in Orange Beach, Alabama to consist of the following:

### Police Department Video

VST to provide and install one (1) 16TB NVR.

VST to provide and install seventy-eight (78) Unity 8 Enterprise class camera licenses to bring in the existing police department cameras and the new cameras into the new Avigilon video surveillance system.

### Modular Building

VST to provide and install three (3) 2mp indoor dome cameras to be located in each of the three interview rooms located inside the modular building.

VST to provide and install three (3) intercoms in each of the three interview rooms located in the modular building.

VST to provide and install start/stop recording hardware in each of the three interview rooms located in the modular building.

VST to provide and install one (1) 2mp outdoor dome camera on the rear entrance door to the modular building.

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Proposal Number: 15352-1-0  
City of Orange Beach  
Date: March 26, 2025

VST to provide and install one (1) 24mp multi-sensor on the south east corner of the modular building.

VST to provide and install one (1) 10mp dual head camera on the north side of the building. The camera is to be centered on the building.

VST to relocate two (2) customer provided 2mp dome cameras from IT office of the police station to the inside of the modular building.

VST to add proper surge protection.

VST to connect cameras to customer provided switch.

VST to program and test cameras.

This project is being quoted as tax exempt. Materials will be purchased using a Certificate of Exemption per Act 2013-205 and Alabama Department Rule 810-6-3-77. The tax exempt entity will be required to file application, Form St: EXC-01.

This project is being quoted under Alabama State Contract # MA220000003231.

Thank you for allowing Vision Security Technologies this opportunity. We look forward to working with you.

## SCOPE DETAILS

- All work proposed shall be performed during normal business hours Monday through Friday 8:00AM -5:00PM
- 120 VAC power outlets and hardware connections are excluded from this project and are the responsibility of others.

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Proposal Number: 15352-1-0  
City of Orange Beach  
Date: March 26, 2025

## BILL OF MATERIALS

**Name:** City of Orange Beach  
**Site:** Police Department  
4480 Orange Beach Blvd  
Orange Beach, AL 36561

**Billing:** City of Orange Beach  
PO Box 458  
Orange Beach, AL 36561

**Contact**  
Ford Handley  
**P:**  
**C:** (251) 284-5010  
**E:** fhandley@orangebeachal.gov

| CCTV |                                                                                                                     | \$63,057.15 |             |
|------|---------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| QTY  | Description                                                                                                         | Unit Price  | Ext. Price  |
| 77   | Unity Enterprise camera channel                                                                                     | \$291.19    | \$22,421.63 |
| 1    | NVR6 Standard Form D 16 TB (24TB Raw) with Windows 10 IoT Enterprise LTSC 2021 and ACC 7                            | \$16,192.00 | \$16,192.00 |
| 12   | 8TB 7.2K 3.5" SATA 6Gbps Hot-Swap Hard Drive with                                                                   | \$420.00    | \$5,040.00  |
| 6    | DELL WH5D2 Sas-Sata G15 3.5In Lff Hard Drive Tray/Caddy                                                             | \$66.67     | \$400.02    |
| 1    | 2.0 MP; WDR; LightCatcher; Day/Night; Indoor Dome; 3.4-10.5mm f/1.6; Integrated IR                                  | \$517.07    | \$517.07    |
| 1    | NPT Adapter for H6SL Dome Cameras                                                                                   | \$39.56     | \$39.56     |
| 2    | Mount; Pendant Arm; 20cm Long; 1.5 NPT                                                                              | \$96.61     | \$193.22    |
| 1    | 2x 5MP H5A Dual Head Camera. Outdoor camera with built-in IR                                                        | \$1,648.76  | \$1,648.76  |
| 1    | Pendant adapter for the H5A Dual Head camera. Also compatible with an optional wall arm; CM-MT-WALL1.               | \$65.13     | \$65.13     |
| 1    | 3X8MP; WDR; 270 degree max field of view; Lightcatcher; 3.3-5.7MM; Camera Only                                      | \$2,439.05  | \$2,439.05  |
| 1    | Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor                                            | \$183.34    | \$183.34    |
| 1    | Dome bubble and cover; for outdoor surface mount or pendant mount; clear. For use with the Avigilon H5A Multisensor | \$183.34    | \$183.34    |
| 1    | Wall Mount for large pendant camera                                                                                 | \$111.61    | \$111.61    |
| 1    | CORNER MNT FOR LRGE PENDT WLMT-1001                                                                                 | \$133.41    | \$133.41    |
| 2    | 5.0 MP; H6 Mini Dome Camera; WDR; LightCatcher; Day/Night; 2.4mm f/2.1; IR                                          | \$550.03    | \$1,100.06  |
| 1000 | CAT 6 Shielded Non-Plenum, Yellow                                                                                   | \$0.70      | \$700.00    |
| 1    | 4 Channel Wall Mount POE Ethernet Protector, 1U, S                                                                  | \$196.41    | \$196.41    |
| 5    | VS 10FT YLW SNAGLESS C6 CM Booted                                                                                   | \$6.21      | \$31.05     |
| 3    | 5.0 MP; WDR; LightCatcher; Day/Night; Indoor Dome; 3.4-10.5mm f/1.6; Integrated IR                                  | \$766.65    | \$2,299.95  |
| 3    | Louroe Microphone Assembly, Verifact D-V, vandal r                                                                  | \$255.00    | \$765.00    |
| 3    | REMOTE PLATE SGSS WITH ONE 1/2 RED LED                                                                              | \$46.51     | \$139.53    |
| 1    | 12/24VDC 1A UL Power Supply ,Fail-Safe/Fail-Secure, Converts Input of 115VAC 50-60Hz to 12VDC or 24VDC Output       | \$219.01    | \$219.01    |

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Proposal Number: 15352-1-0  
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|                             |                    |
|-----------------------------|--------------------|
| <b>Total Equipment</b>      | <b>\$55,019.15</b> |
| <b>Total Labor</b>          | <b>\$8,038.00</b>  |
| <b>Total Purchase Price</b> | <b>\$63,057.15</b> |

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**VISION**  
SECURITY TECHNOLOGIES

Proposal Number: 15352-1-0  
City of Orange Beach  
Date: March 26, 2025

**Vision Security Technologies**

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**City of Orange Beach**



Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

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**VISION**  
SECURITY TECHNOLOGIES



Proposal Number: 15352-1-0  
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**2. Force Majeure.** If the performance of the Agreement, or of any obligation hereunder is prevented, restricted or interfered with by reason of fire, breakdown of plant, labor disputes, embargoes, government ordinances or requirements, civil or military authorities, acts of God or the public enemy, acts or omissions of carriers, or other causes beyond the reasonable control of the party whose performance is affected, then the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on the day -for-day basis to the extent such party's obligations relate to the performance so prevented, restricted or interfered with ); provided that the party so affected shall use its best efforts to avoid or remove such causes.

**3. Limitation of Liability.** In no event will VST be liable for consequential damages, including lost profits, loss of investment, or other incidental damages incurred from Customer's investment based on the Scope of Work to be performed by VST under this Agreement. VST's total liability for work performed shall never exceed the amount paid by the Customer for services performed under this Agreement.

**4. WARRANTIES.** VST WARRANTS THAT THE PRODUCTS COVERED HEREBY CONFORM TO THE DESCRIPTION AND SPECIFICATIONS, IF ANY. THE USE OF THE PRODUCTS BY CUSTOMER CONSTITUTES CUSTOMER'S ACCEPTANCE OF CONFORMITY. VST WARRANTS THE WORKMANSHIP OF ITS INSTALLATION FOR A PERIOD OF ONE (1) YEAR FOLLOWING INSTALLATION. SHOULD CUSTOMER OR ANY OTHER PERSON OR ENTITY WORK ON, ADJUST OR OTHERWISE TOUCH THE PRODUCT WARRANTED BY VST, VST'S ONE-YEAR WARRANTY DELINEATED HEREIN IS HEREBY VOIDED AND OTHERWISE UNENFORCEABLE. CUSTOMER SHOULD CONSULT THE MANUFACTURER OF ANY PRODUCT TO DETERMINE WHAT, IF ANY, WARRANTIES IT PROVIDES. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS. VST'S LIABILITY FOR BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, IS EXPRESSLY

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Proposal Number: 15352-1-0  
City of Orange Beach  
Date: March 26, 2025

LIMITED AT THE OPTION OF VST: (A) TO THE REPLACEMENT AT THE AGREED POINT OF DELIVERY OF ANY PRODUCTS OR SERVICES FOUND TO BE DEFECTIVE OR NOT TO CONFORM TO THE SPECIFICATIONS SET FORTH HEREIN (UPON DELIVERY OF THE PRODUCT BY CUSTOMER TO VST), (B) TO THE REPAIR OF SUCH PRODUCTS OR SERVICES (UPON DELIVERY OF THE PRODUCT BY CUSTOMER TO VST); OR (C) TO THE REFUND OR CREDITING TO CUSTOMER OF THE PRICE OF SUCH PRODUCTS OR SERVICES.

**5. Delivery Terms.** Delivery dates are approximate and are based upon prompt receipt of all necessary information from Customer. Unless otherwise specified by VST, delivery will be made and title will pass to Customer upon Customer's acceptance of conformity. Further, Customer is responsible for any job-site preparation or any other requirement needed in order for VST to meet its obligations as set forth herein.

**6. Unforeseen Conditions or Change Orders.** Should concealed conditions encountered in the performance of VST's work in a structure be a variance with the conditions indicated by the contract documents or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in the work of the character provided for in the contract documents be encountered, the compensation to be paid to VST for the work shall be adjusted by a Change Order. If VST encounters unforeseen conditions or circumstances during installation and/or maintenance at Customer's site that materially increase the cost or complexity of the work VST agreed to perform, Customer agrees to compensate VST for the extra materials and labor required by the unforeseen conditions or circumstances and for any additional costs, expenses or fees that VST incurs due to these circumstances. Further, if Customer materially changes any of the conditions or demands required of VST, then Customer hereby agrees to compensate VST for the extra materials and labor required and for any additional costs, expenses or fees that VST incurs due to these changes.

**7. Dispute Resolution.** Customer and VST agree that any and all disputes arising out of, or relating to, Customer's purchase of VST's products, attempted purchase of VST products, purchase of VST's service and /or installation of any product, use of VST's products, and/or any warranty(ies) alleged to cover VST's products, shall be resolved by binding arbitration in Birmingham, Alabama to the exclusion of all other locations. Further, Customer and VST hereby state and agree that any relationship between them and any transactions related to this or any other agreement to which they are a party specifically and without revocation are involved and touch upon interstate commerce. This provision shall apply to any and all claims whatsoever, whether they sound in contract, tort, or otherwise, with the sole exception being claims asserted by VST for non-payment, and without regard to whether they are based on conduct occurring before Customer's purchase of VST's products, or execution of a Service Agreement. The arbitration shall be governed by the rules and procedures promulgated by the American Arbitration Association that are in effect at the time of the dispute. The arbitrator shall have full authority to award costs, including reasonable attorney's fees, to the prevailing party.

**8. Waiver of Trial by Jury.** In the event that the Arbitration Agreement contained in these Standard Terms and Conditions is declared to be unenforceable by a court of law for any reason, Customer and VST, and their successors and assigns, do hereby waive their right to a trial by jury of any claim, counterclaim, cross-claim, or third-party claim, including any and all claims for injury or damage, brought by either party against the other that arises out of, or is related to, this Agreement, Customer's relationship with VST, Customer's purchase of VST's products, Customer's attempted

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Proposal Number: 15352-1-0  
City of Orange Beach  
Date: March 26, 2025

purchase of VST's products, the use of VST's products, the servicing and/or installation of VST's products, and/or any warranty(ies) alleged to cover VST's products. VST and Customer make this waiver to avoid the additional time and expense jury trials require.

**9. Acknowledgment.** Customer acknowledges that VST shall not be responsible for any damages, claims, or injuries arising from Customer's improper use of VST's work delivered, services, Customer's failure to properly maintain VST's products, Customer's modification or alteration of VST's products, or Customer's negligence. Customer agrees to indemnify VST and hold it harmless from any and all claims, injuries, or damages arising from Customer's improper use or maintenance of VST's products, Customer's modification or alteration of VST's products, or Customer's negligence. Further, Customer acknowledges that VST, when rendering its work and services, relies upon quotes, part numbers, part information and other information provided to it by third parties. Accordingly, VST will use reasonable skill and care in performing its services but cannot guarantee that, all information it relied upon is accurate, complete or correct, and shall not be held responsible for any errors including manifest and typographical errors.

**10. Payment.** Terms of payment shall be the following: 50% of the total amount due shall be paid upon acceptance of the Proposal as a deposit. The remaining 50% shall be paid in "progress billings" as determined and calculated by VST at its sole discretion and billed every 30 days after work begins with payment due within ten (10) days after each bill. Any Change Order, extra charge or extra expense shall be added immediately to the next progress billing and shall be due within ten (10) days after that bill date. Further, should the costs of any part or supply change after acceptance of the Proposal by Customer, Customer hereby agrees that VST shall be entitled to receive and Customer agrees to pay any additional cost incurred by VST in procuring said part or supply in addition to the amounts set forth in the Proposal. Additionally, VST at its discretion shall be entitled to receive and Customer agrees to pay a fuel surcharge to pay any additional cost incurred by VST in the performance of its obligations caused by an increase in VST's fuel costs. Should the financial condition or responsibility of Customer at any time become unsatisfactory to VST, VST shall have the right, at its discretion, to require payment in advance for any shipment hereunder or satisfactory security thereof. If Customer fails to make payment in accordance with the terms of these Standard Terms and Conditions, or fails to comply with any provision hereof, VST may, at its discretion, in addition to any other remedies, cancel any agreement. Customer shall remain liable for all unpaid amounts. In the event Customer fails to make payment in accordance with the terms of Standard Terms and Conditions, the account shall be deemed delinquent and a late charge of one and one-half percent (1½%) per month will be added to the unpaid balance. Customer agrees to pay all collection costs and expenses, including reasonable attorneys' fees that VST incurs in collecting, or attempting to collect, said amount. Further, if Customer, in VST's sole discretion, remains in default greater than thirty (30) days of any sum due under this Agreement, or if Customer destroys or otherwise damages any installed equipment or product under this Agreement, VST may repossess the equipment or property by legal process or self help without the use of force. Nothing in this Agreement shall authorize a violation of criminal law or other applicable statute. In the event of default, VST may take possession of the equipment or property wherever found, including any governmental property or facility. In order to reinstate the Agreement after repossession occurs, Customer must pay: All past due charges, the reasonable cost of pick-up and delivery and a reinstatement fee of \$1000.00. THE CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT JURISDICTION AND VENUE FOR ANY ACTIONS BROUGHT BY EITHER PARTY SHALL BE

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Proposal Number: 15352-1-0  
City of Orange Beach  
Date: March 26, 2025

EXCLUSIVELY IN SHELBY COUNTY, ALABAMA, and that Customer hereby submits itself to the Jurisdiction of Shelby County, Alabama, and hereby waives any jurisdictional objection thereto.

**11. Delay.** VST shall not be liable for any failure or delay in manufacture, shipment, delivery of products, or performance of service/maintenance resulting from any cause beyond VST's control, including, but not limited to, provisions of law or governmental regulations, accident, explosion, fire, windstorm, flood or other casualty, strike, lockout, or other labor difficulty, riot, war, insurrection, shortage of, or inability to secure, labor, raw materials, production or transportation facilities.

**12. Assignment.** Customer may not assign this agreement without prior written consent of VST.

**13. Waiver.** Waiver of any breach of this contract shall not be construed as a waiver of any other breach .

**14. Governing Law.** The parties agree that the interpretation and validity of these Standard Terms and Conditions shall be governed by Alabama law.

**15. Modification.** There are no terms, conditions, under-standings, or agreements between Customer and VST other than those stated herein, and all prior proposals and negotiations are merged herein. NO TERMS AND CONDITIONS IN ANY WAY ALTERING OR MODIFYING THE PROVISIONS HEREIN SHALL BE BINDING UPON VST UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF VST. NO MODIFICATION OR ALTERATION OF THE PROVISIONS HEREIN SHALL RESULT FROM VST'S PERFORMANCE FOLLOWING RECEIPT OF CUSTOMER'S PURCHASE ORDER, SHIPPING ORDER, OR OTHER FORMS CONTAINING PROVISIONS, TERMS, AND CONDITIONS IN ADDITION TO, IN CONFLICT WITH, OR INCONSISTENT WITH, THE PROVISIONS HEREIN.

**16. Termination by Customer.** The Customer may terminate this Agreement for cause. Such termination may be made only after first giving VST written notice giving VST at least twenty (20) days to cure any default or breach of the contract by VST. If VST fails to cure said default or breach within this twenty (20) day notice, the Customer may then give ten (10) days written notice prior to the effective date of termination of this Agreement. Such notice shall be deemed given if delivered or mailed to the last known address of VST. From and after the effective date specified in such termination notice this Agreement shall be terminated. In the event of such termination, the Customer shall immediately pay VST compensation for services performed hereunder as calculated and delivered by VST to Customer. Such compensation shall be paid within five (5) business days of delivery of said amount by VST to Customer. After this five (5) day period, any amount due shall be subject to late fees and interest in the amount of 1.5% per month.

**17. Termination by VST.** VST may terminate this Agreement for cause. Such termination may be made only after first giving Customer written notice giving Customer at least twenty (20) days to cure any default or breach of the contract by Customer. If Customer fails to cure said default or breach within this twenty (20) day notice, the VST may then give ten (10) days written notice prior to the effective date of termination of this Agreement. Such notice shall be deemed given if delivered or mailed to the last known address of Customer. From and after the effective date specified in such termination notice this Agreement shall be terminated. In the event of such termination, Customer shall immediately pay

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Proposal Number: 15352-1-0  
City of Orange Beach  
Date: March 26, 2025

VST compensation for services performed hereunder as calculated and delivered by VST to Customer. Such compensation shall be paid within five (5) business days of delivery of said amount by VST to Customer. After this five (5) day period, any amount due shall be subject to late fees and interest in the amount of 1.5% per month.

In the event Customer cures any default or breach as delineated in this paragraph, then Customer shall be responsible for any fees, fines, costs, expenses or other monetary damages resulting from Customer's default or breach as determined by VST.

Vision Security Technologies is a proud member of the Alabama Electronic Security Board of Licensure, license #591. If there are unresolved issues, you may contact AESBL at 334-264-9388 or 7956 Vaughn Road, PMB 392, Montgomery, AL 36116.

Initials: \_\_\_\_\_



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**REGULAR COMMITTEE OF THE WHOLE MEETING  
MAY 6, 2025**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing execution of a software service agreement with Southern Software, Inc., for inmate records and jail management. (SB)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):** Police Operating, \$319,669

---

**ATTACHMENTS:**

1. 05-20-25 25-xxx Authorize Software Service Agreement Southern Software Police Jail Management
2. 2025.02.25 Software Service Agreement Southern Jail Management Police

**RESOLUTION NO. 25-xxx**

**A RESOLUTION AUTHORIZING EXECUTION OF A  
SOFTWARE SERVICE AGREEMENT WITH  
SOUTHERN SOFTWARE, INC.  
FOR INMATE RECORDS AND JAIL MANAGEMENT**

---

**FINDINGS:**

1. The Police Department has requested to use Southern Software, Inc., for inmate record and jail management systems.
2. After having reviewed the software service agreement (attached Exhibit A), the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute the Software Service Agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Southern Software, 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.

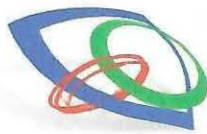
**ADOPTED THIS 20<sup>th</sup> DAY OF MAY, 2025.**

\_\_\_\_\_  
Renee Eberly  
City Clerk

**C E R T I F I C A T E**

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on May 20, 2025.

\_\_\_\_\_  
City Clerk



SOUTHERN SOFTWARE, INC.  
an employee-owned company

## **Contract** **(Terms and Conditions)**

This contract made and entered into this 25<sup>th</sup> day of February, 2025 by and between SOUTHERN SOFTWARE, a North Carolina Based Corporation with its principal place of business at 150 Perry Drive, Southern Pines, North Carolina 28387 and the **Orange Beach Police Department**, 4480 Orange Beach Blvd, Orange Beach, AL 36561.

*Listed below are the terms and conditions between Southern Software, Inc. and the Orange Beach Police Department, AL. See Exhibit A attached hereto and herein incorporated by reference for details of the products and their price.*

***Return to Support: Records Management System (RMS), Jail Management System (JMS), CAD Additional Software: Mobile Data Information System (MDIS)***

***Other: Data Conversions, Hardware (Evidence Hardware, JMS Signature Pad, Server) Project Management, Annual Support, Annual Subscription, Annual Backup and Recovery***

| Description                                         | Amount Due           |
|-----------------------------------------------------|----------------------|
| Total Software                                      | <b>\$ 61,490.00</b>  |
| Total Data Conversions                              | <b>\$ 35,500.00</b>  |
| Total Hardware                                      | <b>\$40,330.00</b>   |
| Total Project Management                            | <b>\$ 31,254.00</b>  |
| Total Annual Support (5 Years Included)             | <b>\$ 111,920.00</b> |
| Total Annual Subscription (5 Years Included)        | <b>\$ 21,250.00</b>  |
| Total Annual Backup and Recovery (5 Years Included) | <b>\$ 17,925.00</b>  |
| <b>TOTAL</b>                                        | <b>\$ 319,669.00</b> |

SALES TAX AND SHIPPING NOT INCLUDED

1. The payment agreement is as follows:

- 30% OF SOFTWARE PLUS 100% CONVERSION PLUS 100% MANAGEMENT FEE DUE UPON SIGNING CONTRACT (NOTE: NO PROJECT MANAGEMENT INCLUDING SCHEDULING OF THIS PROJECT WILL BEGIN UNTIL THIS PAYMENT IS RECEIVED) = \$ 85,201.00
- 60% OF SOFTWARE DUE UPON COMPLETION OF INSTALLATION AND TRAINING = \$ 77,224.00
- FINAL 10% OF SOFTWARE AND 100% OF SUPPORT, SUBSCRIPTIONS AND BACKUP AND RECOVERY DUE 30 DAYS AFTER COMPLETION OF INSTALLATION AND TRAINING = \$ 157,244.00

***Please make all checks payable to Southern Software, Inc. and mail to:  
Southern Software, Inc., 150 Perry Dr., Southern Pines N.C. 28387.***

2. Southern Software warrants RMS, JMS, CAD and MDIS free of defects in materials and workmanship for a period of one year commencing on the date of acceptance or the date the system is put into operation. Southern Software only warrants the products written by Southern Software.

3. The anniversary date for payment of the support fees will coincide with the date of completion of training. Support fees are billed and due at the beginning of the support period. Support renews automatically on an annual basis unless cancelled. Annual Support Agreements are provided to our customers each December for budget planning purposes for the upcoming fiscal year. Copies of Support Agreements are attached. Please review support agreements for information regarding support coverage.

## ORANGE BEACH POLICE DEPARTMENT, AL

Signature

Title

Date

(COMPANY SEAL)

SOUTHERN SOFTWARE, INC

By:

CEO

ATTEST:

  
President

### CONTACT INFORMATION:

#### Orange Beach Police Department

Attn: Chief Steve Brown  
PO Box 1039  
4480 Orange Beach Blvd  
Orange Beach, AL 36561

E-mail: [sbrown@orangebeachal.gov](mailto:sbrown@orangebeachal.gov)  
Phone: (251) 981-9777

#### Project Management Contact:

Attn: Sgt. Richard Springsteen  
E-mail: [rspringsteen@orangebeachal.gov](mailto:rspringsteen@orangebeachal.gov)  
Phone: (251) 981-6583

**EXHIBIT A**

## Orange Beach Police Department, AL

### Proposals with 5 Years of Support and Subscriptions

|                                                               |              |
|---------------------------------------------------------------|--------------|
| Total CAD, RMS and JMS (Return to Support w/Additional items) | \$195,730.00 |
| Total Mobile Data Information System (MDIS)                   | \$66,759.00  |
| Total Server with Backup and Recovery Solution                | \$57,180.00  |
| <b>TOTAL: \$319,669.00</b>                                    |              |

**SOFTWARE - RETURN TO SUPPORT**

|                                                     |                                                                                                                                         |                                            |               |
|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|---------------|
| <b>RMS Base - Includes one License</b>              | POLICE RECORDS MANAGEMENT SOFTWARE INCLUDES: INCIDENT AND ARREST REPORTING IN ACCORDANCE WITH STATE SPECIFICATIONS.                     | 1                                          |               |
| <b>RMS Additional Licenses</b>                      | ADDITIONAL RMS LICENSE(S)<br>(CONCURRENT LICENSING - FOR WORKSTATIONS OR LAPTOPS ON NETWORK EITHER HARDWIRED OR THROUGH VPN CONNECTION) | 47                                         |               |
| <b>Data Sharing Network</b>                         | DATA SHARING NETWORK (WEB BASED)                                                                                                        | 1                                          |               |
| <b>JMS Base - Includes one License</b>              | JAIL MANAGEMENT SOFTWARE - INCLUDES INMATE BOOKING, INMATE MANAGEMENT, COMMISSARY MANAGEMENT, INMATE REPORTS, AND JAIL REPORTS          | 1                                          |               |
| <b>JMS Additional Licenses</b>                      | ADDITIONAL JMS LICENSE(S)<br>(CONCURRENT LICENSING)                                                                                     | 1                                          |               |
| <b>CAD - Full Positions</b>                         |                                                                                                                                         | 3                                          |               |
| <b>CAD Reporting Station</b>                        |                                                                                                                                         | 3                                          |               |
| <b>CAD Interface for NCIC</b>                       |                                                                                                                                         | 1                                          |               |
| <b>CAD to CAD Interface with Baldwin County, AL</b> |                                                                                                                                         | 1                                          |               |
|                                                     |                                                                                                                                         | <b>Total Software (Return to Support):</b> | <b>\$0.00</b> |

**ADDITIONAL SOFTWARE AND HARDWARE**

|                                   |                                                                                                                                                                                                                                         |                                                |                         |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-------------------------|
| <b>QMS with 3 Licenses</b>        | STAND ALONE QMS (CONCURRENT LICENSES)                                                                                                                                                                                                   | 1                                              |                         |
| <b>Bar Coding Equipment</b>       | BARCODE PRINTER, LASER SCANNER, CASE OF BAR CODE LABELS, CASE OF BARCODE THERMAL TRANSFER RIBBON, PRINTER CABLE.                                                                                                                        | 1                                              |                         |
| <b>HandHeld Unit for Evidence</b> | HANDHELD UNIT FOR INVENTORY/EVIDENCE WITH CONNECTION CABLE. <i>If planning to utilize the location barcode feature of our evidence inventory system, our scanner will NOT be able to be configured to read another vendor's barcode</i> | 1                                              |                         |
| <b>Signature Pad</b>              | TOPAZ SIGNATURE GEM 1XS                                                                                                                                                                                                                 | 2                                              | 1 FOR RMS AND 1 FOR JMS |
| <b>RMS Dashboard Analytics</b>    | RMS DASHBOARD ANALYTICS (INCLUDES LEAWARE)                                                                                                                                                                                              | 1                                              |                         |
| <b>JMS Dashboard Analytics</b>    | JMS DASHBOARD ANALYTICS (INCLUDES LEAWARE)                                                                                                                                                                                              | 1                                              |                         |
| <b>CAD Dashboard Analytics</b>    | CAD DASHBOARD ANALYTICS (INCLUDES LEAWARE)                                                                                                                                                                                              | 1                                              |                         |
| <b>* JMS Interface</b>            | NCIC PHONE INTERFACE                                                                                                                                                                                                                    | 1                                              |                         |
| <b>* JMS Interface</b>            | DATAWORKS PLUS LIVESCAN INTERFACE                                                                                                                                                                                                       | 1                                              |                         |
|                                   | <i>* One-Way Interface from JMS. Assumes use of current interface.</i>                                                                                                                                                                  |                                                |                         |
| <b>GeoBackOffice (GBO)</b>        | GEOBACKOFFICE                                                                                                                                                                                                                           | 1                                              |                         |
| <b>CAD - Admin Positions</b>      | CAD ADMIN POSITIONS                                                                                                                                                                                                                     | 2                                              |                         |
| <b>PSAware</b>                    | FOR 21-30 DEVICES                                                                                                                                                                                                                       | 1                                              |                         |
|                                   |                                                                                                                                                                                                                                         | <b>Total Additional Software and Hardware:</b> | <b>\$42,215.00</b>      |

| DATA CONVERSIONS                   |                                                                             | Qty                              |                     |
|------------------------------------|-----------------------------------------------------------------------------|----------------------------------|---------------------|
| CAD Calls for Service              | CAD CALLS FOR SERVICE CONVERSION.                                           | 1                                | \$6,500.00          |
| RMS Data Conversion                | RMS DATA CONVERSION. PLEASE SEE NOTES BELOW.                                | 1                                | \$16,500.00         |
| JMS Data Conversion                | JMS DATA CONVERSION. PLEASE SEE NOTES BELOW.                                | 1                                | \$12,500.00         |
|                                    |                                                                             | <b>Total Conversions:</b>        | <b>\$35,500.00</b>  |
| PROJECT MANAGEMENT                 |                                                                             |                                  |                     |
| Project Management Fee             | ONSITE INSTALLATION AND TRAINING.                                           |                                  |                     |
|                                    |                                                                             | <b>Total Project Management:</b> | <b>\$14,765.00</b>  |
| YEARLY SUPPORT                     |                                                                             |                                  |                     |
| RMS & Data Sharing Network Support | RETURN TO RMS/DATA SHARING NETWORK ANNUAL SUPPORT (8:30-5, M-F)             | 5<br>YEARS                       | \$26,250.00         |
| JMS Support                        | RETURN TO JMS ANNUAL SUPPORT (8:30-5, M-F)                                  | 5<br>YEARS                       | \$6,250.00          |
| CAD Support                        | RETURN TO CAD ANNUAL SUPPORT (24/7) (& ADDITIONAL FOR ADDITIONAL POSITIONS) | 5<br>YEARS                       | \$29,000.00         |
| CAD Interface for NCIC Support     | RETURN TO CAD INTERFACE FOR NCIC ANNUAL SUPPORT (24/7)                      | 5<br>YEARS                       | \$6,250.00          |
| GeoBackOffice (GBO)                | ANNUAL SUPPORT (8:30-5, M-F)                                                | 5<br>YEARS                       | \$6,250.00          |
| CAD to CAD Support                 | CAD TO CAD INTERFACE                                                        | 5<br>YEARS                       | \$0.00              |
| QMS Support                        | ANNUAL SUPPORT (8:30-5, M-F)                                                | 5<br>YEARS                       | \$4,250.00          |
| RMS Dashboard Analytics Support    | ANNUAL SUPPORT (8:30-5, M-F)                                                | 5<br>YEARS                       | \$1,250.00          |
| JMS Dashboard Analytics Support    | ANNUAL SUPPORT (8:30-5, M-F)                                                | 5<br>YEARS                       | \$1,250.00          |
| CAD Dashboard Analytics Support    | ANNUAL SUPPORT (8:30-5, M-F)                                                | 5<br>YEARS                       | \$1,250.00          |
|                                    |                                                                             | <b>Total Support:</b>            | <b>\$82,000.00</b>  |
| YEARLY SUBSCRIPTIONS               |                                                                             |                                  |                     |
| PSAware Annual Subscription        | 21-30 DEVICES                                                               | 5<br>YEARS                       |                     |
|                                    |                                                                             | <b>Total Subscriptions:</b>      | <b>\$21,250.00</b>  |
| TOTAL INVESTMENT                   |                                                                             |                                  | <b>\$195,730.00</b> |

NOTE: MICROSOFT® SQL SERVER 20012 OR HIGHER IS REQUIRED (2019 OR HIGHER IS PREFERRED).

*To convert data from one vendor to another has inherent limitations. Data fields may not always match or be in compatible formats, Data may or may not be readable or in a format that can be read (i.e. compressed or encrypted). It is our standard procedure to deliver a complete conversion when attempting this task. We will explore all ways in attempting this conversion, however we cannot guarantee a 100% conversion.*

**Proposal of software is valid for (60) days from date of proposal.**

| MOBILE DATA INFORMATION SYSTEM (MDIS)                         | Qty |                    |
|---------------------------------------------------------------|-----|--------------------|
| MDIS Server Software                                          | 1   |                    |
| MDIS License (without NCIC/State Database Query) (Concurrent) | 12  |                    |
| MDIS License (in house) (Concurrent)                          | 1   | FREE               |
| AVL Standard (Assumes **Devices are Provided by Agency)       | 1   |                    |
| <b>Total Software:</b>                                        |     | <b>\$25,200.00</b> |

**Project Management Fee** - including Installation, Training and Project Management

**Total Project Management: \$11,639.00**

|                     |             |                       |                    |
|---------------------|-------------|-----------------------|--------------------|
| <b>MDIS Support</b> | <i>24/7</i> | <b>5<br/>YEARS</b>    |                    |
| <b>AVL Standard</b> | <i>24/7</i> | <b>5<br/>YEARS</b>    |                    |
|                     |             | <b>Total Support:</b> | <b>\$29,920.00</b> |

Page 46 of 137

Wireless modems ("Air Cards") are required for each mobile unit (providers include Southern Linc, Sprint, Nextel, Verizon, Alltel, US Cellular, etc.). Wireless service plans are required for each wireless modem and are provided by Agency. (\$35-75/month/user typical)

Cisco AnyConnect software is required only for the State of North Carolina for DCI connectivity which is provided free by the State. A request for the connection will need to be made by the agency to the State. Jon Matthews will be the primary contact for the connection.

A VPN Router in addition to the State Cisco AnyConnect connection is required for secure FIPS Compliant connectivity from the MDT remote terminal to the MDIS server within the agencies LAN. (\* NetMotion preferred). (All connections and fees to Agency LAN including hardware provided by Agency. 100MB Ethernet LAN Required.)

**\* NOTES REGARDING SURFACE PRO X'S:** 1. NETMOTION WILL NOT WORK WITH SURFACE PRO X'S (IF NETMOTION IS USED SURFACE PRO MUST HAVE INTEL 5.5 CPU. 2. IF SURFACE PRO X'S ARE USED THAN IT IS SUGGESTED THAT AGENCY CHECK WITH VPN VENDOR REGARDING COMPATIBILITY IF USING OTHER VPN.

**\*\* NOTE: IF DEVICES ARE NOT A MODEL SOUTHERN SOFTWARE RECOMMENDS, THEN THESE DEVICES WILL NEED TO BE TESTED BY SOUTHERN SOFTWARE. SOUTHERN SOFTWARE DOES NOT GUARANTEE THAT ALL DEVICES WILL WORK WITH FLEET TRACKING.**

Agency must configure all networking for mobile and CAD workstations to ping servers before installation begins. Use a static IP for private address.

Secure High Speed Internet Access (VPN, Remote Desktop, etc) to servers for support provided by Agency.

All connections and fees to State NCIC including hardware provided by Agency. TCP/IP Interface Required.

Hardware Specifications are located at [www.southernsoftware.com](http://www.southernsoftware.com)

Proposal of software is valid for (60) days from date of proposal.

Proposal of hardware is valid for (30) days from date of proposal.

Management fees include training, installation, and project management.

| SERVER                                        |                                                                                             | Qty              |                    |
|-----------------------------------------------|---------------------------------------------------------------------------------------------|------------------|--------------------|
| <b>Server - PowerEdge R550 (Rack Mounted)</b> |                                                                                             | 1                | \$34,405.00        |
| Motherboard                                   | PowerEdge R550 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM                    |                  |                    |
| Trusted Platform Module                       | Trusted Platform Module 2.0 V3                                                              |                  |                    |
| Chassis Configuration                         | 3.5" Chassis with up to 8 Hard Drives (SAS/SATA), 1 CPU                                     |                  |                    |
| Processor                                     | Intel® Xeon® Silver 4310 2.1G, 12C/24T, 10.4GT/s, 18M Cache, Turbo, HT (120W) DDR4-2666     |                  |                    |
| Processor Thermal Configuration               | Standard Heatsink for 1 CPU configuration                                                   |                  |                    |
| Memory DIMM Type and Speed                    | 3200MT/s RDIMMs                                                                             |                  |                    |
| Memory Configuration Type                     | Performance Optimized                                                                       |                  |                    |
| Memory Capacity                               | 64GB RDIMM, 3200MT/s, Dual Rank, 16Gb                                                       |                  |                    |
| RAID Configuration                            | C3, RAID 1 for 2 HDDs or SSDs (Matching Type/Speed/Capacity)                                |                  |                    |
| RAID/Internal Storage Controllers             | Front PERC H355 Front Load                                                                  |                  |                    |
| Internal Optical Drive                        | DVD +/-RW, SATA, Internal                                                                   |                  |                    |
| Hard Drives                                   | (2) 4TB Hard Drive SATA 6Gbps 7.2K 512n 3.5in Hot-Plug                                      |                  |                    |
| Operating System                              | Windows Server 2022 Standard,16CORE,FI,No Med,No CAL, Multi Language                        |                  |                    |
| OS Media Kits                                 | Windows Server 2022 Standard,16CORE,DF Recovery Image, Multi Lang, (Downgrade not included) |                  |                    |
| Client Access Licenses                        | 50-pack of Windows Server 2022/2019 User CALs (Standard or Datacenter)                      |                  |                    |
| Embedded Systems Management                   | iDRAC9, Express 15G                                                                         |                  |                    |
| Group Manager                                 | iDRAC Group Manager, Disabled                                                               |                  |                    |
| Password                                      | iDRAC,Factory Generated Password                                                            |                  |                    |
| OCP 3.0 Network Adapters                      | Broadcom 5720 Quad Port 1GbE BASE-T Adapter, OCP NIC 3.0                                    |                  |                    |
| Power Supply                                  | Dual, Hot-plug, Power Supply Fully Redundant (1+1), 800W, Mixed Mode, NAF                   |                  |                    |
| Power Cords                                   | (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America  |                  |                    |
| BIOS and Advanced System Config               | Power Saving Dell Active Power Controller                                                   |                  |                    |
| Advanced System Configurations                | UEFI BIOS Boot Mode with GPT Partition                                                      |                  |                    |
| Rack Rails                                    | ReadyRails Sliding Rails with Cable Management Arm                                          |                  |                    |
| Server Accessories                            | Keyboard and Optical Mouse, USB, Black, English                                             |                  |                    |
| System Documentation                          | OpenManage DVD Kit, PowerEdge R550                                                          |                  |                    |
| Virtualization Software and Support           | VMware vSphere 8 Enterprise Plus for 1 CPU, (max 32 cores/CPU socket), 3YR VMware SNS_BZ    |                  |                    |
| Microsoft SQL Server                          | Microsoft SQL Server 2022 Standard, 4 CORE, OEM, NFI, ENGLISH                               |                  |                    |
| FRONT STORAGE                                 | Chassis with up to 8x3.5" Drives                                                            |                  |                    |
| BACKPLANE                                     | SAS/SATA Backplane                                                                          |                  |                    |
| PCIe Riser                                    | 1 CPU, 1x16 LP+ 1x8(x4 link) LP                                                             |                  |                    |
| Services: Extended Service                    | ProSupport and 4Hr Mission Critical, 60 Month(s)                                            |                  |                    |
|                                               |                                                                                             | <b>Hardware:</b> | <b>\$34,405.00</b> |

## PROJECT MANAGEMENT

### \* Installation of Hardware

1

\*Assumes Installation at same time as Return to RMS, JMS and CAD implementation. Please request an updated proposal if order will be placed separately.

**Total Project Management Fee: \$4,850.00**

## YEARLY BACKUP AND RECOVERY

|                                   |                                                                                                                       |                |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------|----------------|
| <b>Yearly Backup and Recovery</b> | Data Cloud Backup and Recovery Plan.<br><i>Includes Daily Backup of only data Using Southern Software's Products.</i> | <b>5 YEARS</b> |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------|----------------|

**Note: The price is subject to change as the size of the data increases and storage cost increases.**

*Includes : Backups will be daily, weekly, monthly and yearly. All backups will be kept at least a year. Southern Southern can backup all Southern Software data but cannot be responsible for data that is infected before backup through phishing or any other means. The agency is responsible for the integrity of the data before backup.*

*A key for restoring data will be provided by Southern Software. The agency will need to keep that key secure until such time it is needed to restore data. (Very Important)*

*The customer is required to review and make sure backups have run as scheduled through interface provided by Southern Software. Contact Southern Software if for any reason it fails, other than network or internet issues on agency side.*

**5 Years Backup and Recovery: \$17,925.00**

**TOTAL HARDWARE \$57,180.00**

**NOTE: PROPOSAL OF HARDWARE INCLUDES ONLY ITEMS LISTED ABOVE. ITEMS SUCH AS CABLE OR CABLING, RACK, MONITOR, UPS, SWITCH ETC. ARE NOT INCLUDED. IF THESE ITEMS ARE NECESSARY, PLEASE REQUEST AN UPDATED PROPOSAL.**

**Proposal of hardware is valid for (30) days from date of proposal.**

**Southern Software will install its software products only on computer configurations compatible with these products. Hardware specifications are available upon request.**

# **SOUTHERN SOFTWARE'S ANNUAL SOFTWARE SUPPORT AGREEMENT 24/7**

This Software Support Agreement covers 24 hours a day, seven days a week support.

## **Problem Resolution**

Southern Software will provide customer software support for mission critical operation of **Items Listed Below** 24 hours a day, seven days a week. This period includes holidays and weekends. This Agreement does not constitute a warranty but provides for mission critical problem resolutions at any time and non-mission critical problem resolutions of repeatable errors during normal business hours, EST. Southern Software cannot warrant the product will operate free of problems in perpetuity. Southern Software does not warrant third party software applications used in programs provided to customers, i.e., Microsoft® Word. The purpose of this Agreement is to provide the necessary technical assistance to ensure a timely problem resolution and to minimize down time. This Agreement is not intended to provide around-the-clock assistance for problems not deemed to be operation critical. Mission critical is defined as "any problem that renders the entire system unstable or inoperable".

For problems covered under this Agreement, Southern Software will provide the following:

- Telephone response within five hours of notification of the problem from 8:30 a.m. to 5:00 p.m., EST, Monday thru Friday. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer. Any problem deemed mission critical will take top priority over all other calls.
- Telephone response within one hour of notification of the problem after 5:00 p.m., EST and during holidays that fall on a normal work day. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer.
- If this is unsuccessful or the severity too great, then Southern Software will escalate to a Level 2 response. A Level 2 response involves a support technician connecting remotely to the customer's network using industry standard secure remote diagnostic methods to attempt to resolve the problem.
- If the problem is unable to be detected or resolved with a Level 2 response then a technician will be scheduled for an on-site visit. There is no cost to the customer for the on-site visit as long as the problem is with a Southern Software product or equipment covered by a Southern Software support contract and as long as the problem is not due to a virus or negligent actions/treatment

The user understands support staff may provide a temporary fix. A permanent fix will be provided at a later date.

## **Program Updates**

Southern Software will provide program updates to support customers as new updates, fixes and features are added. Updates will be made universally to all supported customers at one time. No custom programming will be performed.

## **Third Party**

If, at any time, an update of a third party's software is required, Southern Software will not incur the cost of such upgrade.

## **System Administrator**

The customer agrees to have a designated administrator (primary contact for support and update issues). It is highly desirable that the administrator be knowledgeable in networking and Windows® operating systems.

## **Data Backup Statement**

The customer understands that it is the customer's responsibility to ensure data backups are being made daily and verified for accuracy.

## **Virus Statement**

The customer agrees to have virus protection software loaded on each machine and agrees to update it weekly. (Southern Software recommends updating your virus protection software on each machine daily.) This support contract does not cover assistance in the recovery of damage caused by viruses. **Southern Software will charge a fee for virus recovery assistance.**

## **Items not covered under this annual support agreement -**

- **Installation and setup of new equipment.**
- **Transferring of data.**
- **Moving equipment from one site to another.**
- **On-site installation/reinstallation of Southern Software products or installation/reinstallation of third party software/products.**
- **Virus damage/recovery repair work.**
- **Recovery/repair work related to natural disasters such as lightning, floods, etc..**
- **Replacement of equipment that is out of warranty.**
- **Cost of upgrades to third party software including but not limited to Microsoft™ products (ie. Office, SQL, etc.), Anti-virus software, PcAnywhere™, etc. or cost of updates to operating systems.**
- **Data Conversions.**
- **On-site Training.**
- **Interfaces with third party products.**
- **Data loss due to drive crashes, machine failures, etc.**
- **Installation, Training and Data Conversions due to Re-architecture of Software.**

## **Benefits**

- **The Software Support Agreement only covers software developed by Southern Software.**
- **Toll-free telephone support, seven days a week, 24 hours a day including holidays.**
- **24-hour fax availability**
- **Software Updates**
- **Remote System Support**
- **Annual User's Conference**
- **Free hardware/network assessments for upgrades.**
- **Free follow-up/new employee training at Southern Software's office.**

- Free web training.

## System Access/Customer Responsibility

The customer agrees to provide a dedicated computer capable of remote access for support purposes. The computer designated for remote connectivity shall allow access to all computers on the network requiring support.

**This Annual Software Support Agreement provides coverage beginning thirty days after the “go live” date. Support coverage is free during the first thirty days beginning on the “go live” date.**

|                                       |                                                                             |                | Per Year   | Total for 5 Years |
|---------------------------------------|-----------------------------------------------------------------------------|----------------|------------|-------------------|
| <b>CAD Support</b>                    | RETURN TO CAD ANNUAL SUPPORT (24/7) (& ADDITIONAL FOR ADDITIONAL POSITIONS) | <b>5 YEARS</b> | \$5,800.00 | \$29,000.00       |
| <b>CAD Interface for NCIC Support</b> | RETURN TO CAD INTERFACE FOR NCIC ANNUAL SUPPORT (24/7)                      | <b>5 YEARS</b> | \$1,250.00 | \$6,250.00        |
| <b>MDIS Support</b>                   | 24/7 Support                                                                | <b>5 YEARS</b> | \$3,734.00 | \$18,670.00       |
| <b>AVL Standard</b>                   | 24/7 Support                                                                | <b>5 YEARS</b> | \$2,250.00 | \$11,250.00       |

### Important- Support Renewal Clause

*A lapse in support renewal will require that all outstanding support balances be paid in full prior to reinstatement of support. Support fees are non-refundable.*

**ORANGE BEACH POLICE DEPARTMENT, AL**

Name of Department

# **SOUTHERN SOFTWARE'S ANNUAL SOFTWARE SUPPORT AGREEMENT 8:30 a.m., EST to 5:00 p.m., EST**

This Software Support Agreement covers support from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday.

## **Problem Resolution**

Southern Software will provide customer software support for mission critical operation **of the items listed below** from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday. This Agreement does not constitute a warranty but provides for mission critical problem resolutions and non-mission critical problem resolutions of repeatable errors during normal business hours, EST. Southern Software cannot warrant the product will operate free of problems in perpetuity. Southern Software does not warrant third party software applications used in programs provided to customers, i.e., Microsoft® Word. The purpose of this Agreement is to provide the necessary technical assistance to ensure a timely problem resolution and to minimize down time. Mission critical is defined as "any problem that renders the entire system unstable or inoperable".

For problems covered under this Agreement, Southern Software will provide the following:

- Telephone response within five hours of notification of the problem. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer.
- If this is unsuccessful or the severity too great, then Southern Software will escalate to a Level 2 response. A Level 2 response involves a support technician connecting remotely to the customer's network using industry standard secure remote diagnostic methods to attempt to resolve the problem.
- If the problem is unable to be detected or resolved with a Level 2 response then a technician will be scheduled for an on site visit. There is no cost to the customer for the on site visit as long as the problem is with a Southern Software product or equipment covered by a Southern Software support contract and as long as the problem is not due to a virus or negligent actions/treatment.

The user understands support staff may provide a temporary fix. A permanent fix will be provided at a later date.

## **Program Updates**

Southern Software will provide program updates to support customers as new updates, fixes and features are added. Updates will be made universally to all supported customers at one time. No custom programming will be performed.

## **Third Party**

If, at any time, an update of a third party's software is required, Southern Software will not incur the cost of such upgrade.

## **System Administrator**

The customer agrees to have a designated administrator (primary contact for support and update issues). It is highly desirable that the administrator be knowledgeable in networking and Windows® operating systems.

## **Data Backup Statement**

The customer understands that it is the customer's responsibility to ensure data backups are being made daily and verified for accuracy.

## Virus Statement

The customer agrees to have virus protection software loaded on each machine and agrees to update it weekly. (Southern Software recommends updating your virus protection software on each machine daily.) This support contract does not cover assistance in the recovery of damage caused by viruses. **Southern Software will charge a fee for virus recovery assistance.**

## **Items not covered under this annual support agreement -**

- Installation and setup of new equipment.
- Transferring of data.
- Moving equipment from one site to another.
- On-site installation/reinstallation of Southern Software products or installation/reinstallation of third party software/products.
- Virus damage/recovery repair work.
- Recovery/repair work related to natural disasters such as lightning, floods, etc..
- Replacement of equipment that is out of warranty.
- Cost of upgrades to third party software including but not limited to Microsoft™ products (ie. Office, SQL, etc.), Anti-virus software, PcAnywhere™, etc. or cost of updates to operating systems.
- Data Conversions.
- On-site Training.
- Interfaces with third party products.
- Data loss due to drive crashes, machine failures, etc.

## Benefits

- The Software Support Agreement only covers software developed by Southern Software.
- Toll-free telephone support, Monday through Friday, 8:30 a.m. to 5:00 p.m., EST
- 24-hour fax availability
- Software Updates
- Remote System Support
- Annual User's Conference
- Free hardware/network assessments for upgrades.
- Free follow-up/new employee training at Southern Software's office.

## System Access/Customer Responsibility

The customer agrees to provide a dedicated computer capable of remote access for support purposes. The computer designated for remote connectivity shall allow access to all computers on the network.

**This Annual Software Support Agreement provides coverage beginning thirty days after the “go live” date. Support coverage is free during the first thirty days beginning on the “go live” date.**

### Important- Support Renewal Clause

*A lapse in support renewal will require that all outstanding support balances be paid in full prior to reinstatement of support. Support fees are non-refundable.*

**This Annual Software Support Agreement provides coverage beginning thirty days after the “go live” date. Support coverage is free during the first thirty days beginning on the “go live” date.**

|                                               |                                                                 |                | Per Year   | Total for 5 Years |
|-----------------------------------------------|-----------------------------------------------------------------|----------------|------------|-------------------|
| <b>RMS &amp; Data Sharing Network Support</b> | RETURN TO RMS/DATA SHARING NETWORK ANNUAL SUPPORT (8:30-5, M-F) | <b>5 YEARS</b> | \$5,250.00 | \$26,250.00       |
| <b>JMS Support</b>                            | RETURN TO JMS ANNUAL SUPPORT (8:30-5, M-F)                      | <b>5 YEARS</b> | \$1,250.00 | \$6,250.00        |
| <b>GeoBackOffice (GBO)</b>                    | ANNUAL SUPPORT (8:30-5, M-F)                                    | <b>5 YEARS</b> | \$1,250.00 | \$6,250.00        |
| <b>CAD to CAD Support</b>                     | CAD TO CAD INTERFACE                                            | <b>5 YEARS</b> | \$0.00     | \$0.00            |
| <b>QMS Support</b>                            | ANNUAL SUPPORT (8:30-5, M-F)                                    | <b>5 YEARS</b> | \$850.00   | \$4,250.00        |
| <b>RMS Dashboard Analytics Support</b>        | ANNUAL SUPPORT (8:30-5, M-F)                                    | <b>5 YEARS</b> | \$250.00   | \$1,250.00        |
| <b>JMS Dashboard Analytics Support</b>        | ANNUAL SUPPORT (8:30-5, M-F)                                    | <b>5 YEARS</b> | \$250.00   | \$1,250.00        |
| <b>CAD Dashboard Analytics Support</b>        | ANNUAL SUPPORT (8:30-5, M-F)                                    | <b>5 YEARS</b> | \$250.00   | \$1,250.00        |

### Subscriptions:

|                                    |               |                | Per Year   | Total for 5 Years |
|------------------------------------|---------------|----------------|------------|-------------------|
| <b>PSAware Annual Subscription</b> | 21-30 DEVICES | <b>5 YEARS</b> | \$4,250.00 | \$21,250.00       |

### ORANGE BEACH POLICE DEPARTMENT, AL

Name of Department

### Backup and Recovery:

|                                   |                      |                    |  |
|-----------------------------------|----------------------|--------------------|--|
| <b>Yearly Backup and Recovery</b> | <b>Year 1</b>        | \$3,500.00         |  |
|                                   | <b>Year 2</b>        | \$3,500.00         |  |
|                                   | <b>Year 3</b>        | \$3,570.00         |  |
|                                   | <b>Year 4</b>        | \$3,641.00         |  |
|                                   | <b>Year 5</b>        | \$3,714.00         |  |
|                                   | <b>5 Year Total:</b> | <b>\$17,925.00</b> |  |

## Southern Software's Data Sharing Network Security Addendum

I hereby agree and acknowledge that:

Any information transmitted or received ("Criminal History") via Southern Software's Data Sharing Network (a) is confidential and for official use only by authorized personnel and (b) shall be used solely for the purpose(s) for which it was requested and shall not be reproduced for secondary dissemination to any other entity or agency;

Data Sharing Network is to be used for authorized law enforcement and criminal justice purposes only;

All Data Sharing Network users are, as agency head, under my direct management control and are subject to all applicable laws and regulations regarding dissemination of Criminal History;

Criminal History, by its very nature, is sensitive and has potential for great harm if misused;

Access to Criminal History via Data Sharing Network is therefore limited to the stated purpose(s) for which the government agency in which I serve entered into the contract incorporating this Security Addendum;

Misuse of Data Sharing Network—by, among other things, accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received therefrom for a purpose other than that anticipated by the contract incorporating this Security Addendum—may subject me to administrative, employment, civil, and criminal penalties;

Accessing Data Sharing Network for an appropriate purpose and then using, disseminating or re-disseminating Criminal History for unauthorized purpose(s) also constitutes misuse that may subject me to administrative, employment, civil, and criminal penalties; and

**Orange Beach Police Department, AL ("Agency")**



Signature of Law Enforcement Agency Head

4/16/2025

Date

ORANGE BEACH POLICE DEPARTMENT / CHIEF OF POLICE

Organization and Title

## Data Sharing Network Field Exclusions

The following fields are listed for your **exclusion** from the Data Sharing Network. Please be aware that this is not a complete list of all fields that are shared but rather a list of fields that are questionable. The vast majority of participants chose to exclude nothing. Any field that you circle below will **NOT** be visible to any users on the system searching your data. Please circle any field you do **NOT** want to display to other agencies.

### Incident Details

| <u>Offender</u>   | <u>Victim</u> | <u>Others Involved</u> | <u>Officer</u> | <u>Misc.</u>      |
|-------------------|---------------|------------------------|----------------|-------------------|
| Home Address      | Home Address  | Home Address           | Rank           | Narrative (Notes) |
| Home Phone #      | Home Phone #  | Home Phone #           | Division       |                   |
| Date of Birth     | Date of Birth | Date of Birth          | Email          |                   |
| Drivers License # |               |                        | Cell           |                   |
|                   |               |                        | Pager          |                   |

### Name Details

| <u>Employment</u> | <u>Residence</u> | <u>Person</u>     |
|-------------------|------------------|-------------------|
| Employer Address  | Home Address     | Drivers License # |
| Employer Phone #  | Home Phone #     |                   |

### Citation Details

| <u>Person</u>     | <u>Vehicle</u>  | <u>Misc.</u>      |
|-------------------|-----------------|-------------------|
| Home Address      | VIN             | Narrative (Notes) |
| Date of Birth     | License Plate # |                   |
| Drivers License # |                 |                   |

### Arrest Details

| <u>Arrestee</u>   | <u>Offense</u> | <u>Misc.</u>      |
|-------------------|----------------|-------------------|
| Home Address      | Trial Date     | Narrative (Notes) |
| Home Phone #      |                |                   |
| Date of Birth     |                |                   |
| Drivers License # |                |                   |

### Vehicle Details

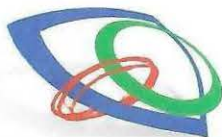
| <u>Vehicle</u>  | <u>Owner</u>  |
|-----------------|---------------|
| VIN             | Home Address  |
| License Plate # | Date of Birth |

### Pawn Details

| <u>Person</u>     | <u>Misc.</u> |
|-------------------|--------------|
| Home Address      | Notes        |
| Date of Birth     |              |
| Drivers License # |              |

### Criminal Paper Details

| <u>Offender</u> | <u>Misc.</u> |
|-----------------|--------------|
| Home Address    | Notes        |
| Home Phone      |              |
| Date of Birth   |              |



**SOUTHERN SOFTWARE, INC.**  
an employee-owned company

Agency: ORANGE BEACH POLICE DEPT

# Full-time sworn officers: 64

Name: STEVE BROWN

Title: CHIEF OF POLICE

Signed: [Signature]

Date: 4/16/2025



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MAY 6, 2025**

---

**Departments:** City Clerk

**Description of Topic:** Resolution establishing fees for the Orange Beach Shooting Complex and adopting policies for the operation thereof. (JL)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

---

**ATTACHMENTS:**

1. 05-20-25 25-xxx Establish Fees Adopt Policies Shooting Complex

**RESOLUTION NO. 25-xxx**

**A RESOLUTION ESTABLISHING FEES FOR THE  
ORANGE BEACH SHOOTING COMPLEX AND  
ADOPTING POLICIES FOR THE OPERATION THEREOF**

---

**FINDINGS:**

1. The City of Orange Beach has recently constructed a shooting facility, located within the city limits of the City of Orange Beach, Alabama. The shooting facility will house multiple areas each designed for the use of specific types of firearms and/or specific firearm activities including a rifle range, pistol range, trap & skeet range, and police training range.
2. The City desires to formally open and operate the shooting facility to be known as the Orange Beach Shooting Complex.
3. Due to the varying uses of each range, policies & procedures for each area of the shooting facility will vary depending on use, public access, and needs of the City.
4. The Orange Beach City Council finds it to be in the best interest of the City of Orange Beach to adopt the schedule of fees and operational policies for the City of Orange Beach Shooting Complex.

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

1. That the schedule of fees for the use of the Orange Beach Shooting Complex is hereby established as follows:

**Rifle Range:**

Resident Single Membership: \$125

Resident Family Membership: \$125 + \$25/additional family member

Non-Resident Single Membership: \$200

Non-Resident Family Membership: \$200 + \$25/additional family member

Family Memberships include two people who are legally married to each other, or a single parent, and their children through the age of eighteen (18). College students are allowed under the Family Membership with proof of valid college ID up to the age of 26.

**Trap and Skeet Pricing:**

Non-Members: \$12.00 per round

Members: \$9.00 per round

OBMHS Trap and Skeet Team: \$5.00 per round

Discounted pricing for the OBMHS Trap and Skeet Team only applies during official team practice.

2. That the Mayor is hereby authorized to grant exceptions to the Fee Schedule for local civic organizations. The Council hereby determines an exception under this clause serves a public purpose in promoting events open to the general public and enhancing community spirit and growth;
3. That the Mayor shall designate a qualified City employee to act as the Director of the Orange Beach Shooting Complex. The designated Director is hereby authorized to establish rules and policies for the operation and maintenance of the Orange Beach Shooting Complex.

4. That the Director of the Orange Beach Shooting Complex shall work in conjunction with the Chief of Police and the Coastal Resources Director, and/or their respective designees, to maintain safe and efficient operation of each individual range located at the Shooting Complex. The Chief of Police or his/her designee shall oversee operation of the Fixed Station Rifle Range, Pistol Range, and Full Movement Rifle Range. The Coastal Resources Director or his/her designee shall oversee the Trap and Skeet Range. All other areas of the Shooting Complex shall be maintained as the Director of the Shooting Complex determines necessary and in the best interest of the City; and
5. That this resolution shall become effective immediately upon adoption.

ADOPTED THIS 20<sup>th</sup> DAY OF MAY, 2025.

---

Renee Eberly  
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on May 20, 2025.

---

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MAY 6, 2025**

---

**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the execution of an automatic aid agreement with Escambia County, Florida. (JL)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 05-20-25 25-xxx Authorize Mutual Aid Agreement Escambia County
2. 2025.05.02 Automatic Aid Agreement Escambia County

**RESOLUTION NO. 25-xxx**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
AUTOMATIC AID AGREEMENT WITH ESCAMBIA COUNTY, FLORIDA**

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**FINDINGS:**

1. Ala. Code § 11-49C-1 gives each county and municipality within the State the power to enter into agreements and arrangements for cooperation and mutual assistance in the event of an emergency with other counties and municipalities.
2. Escambia County, Florida is authorized by Section 163.01, Florida Statutes, et seq., to enter into interlocal agreements for the cooperative use of their powers and resources in the most efficient and economical manner possible.
3. The City and Escambia County have reached an agreement (attached Exhibit A) whereby their respective fire departments may provide assistance to the other in the event of a structure fire in their respective jurisdictions from that area East of Perdido Pass to the Alabama/Florida state line and that area West of the Theo Barrs Bridge to the Alabama/Florida state line.
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, Alabama, and Escambia County, Florida, 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 20<sup>th</sup> DAY OF MAY, 2025.**

\_\_\_\_\_  
Renee Eberly  
City Clerk

**C E R T I F I C A T E**

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on May 20, 2025.

\_\_\_\_\_  
City Clerk

**AUTOMATIC AID AGREEMENT BETWEEN  
THE CITY OF ORANGE BEACH, ALABAMA  
AND ESCAMBIA COUNTY, FLORIDA**

This Automatic Aid Agreement made and entered into by and between THE CITY OF ORANGE BEACH, ALABAMA, an Alabama municipal corporation, and ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida.

**WITNESSETH:**

WHEREAS, Escambia County is authorized by Section 163.01, Florida Statutes, et seq., to enter into interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient and economical manner possible;

WHEREAS, the City of Orange Beach in an Alabama Class 8 municipality vested with a portion of the State's sovereign power to protect the public health, safety, and welfare pursuant to Ala. Code §11-45-1 et seq. (1975), and has specific authority to enter into contracts with counties and municipal corporations for the joint exercise of their powers and resources pursuant to Ala. Code §11-102-1 et seq. (1975);

WHEREAS, the undersigned political subdivisions that are parties to this automatic aid agreement must confront numerous threats to public health and safety, including but not limited to, natural or man-made disasters;

WHEREAS, neither of the parties to this Agreement possesses all of the necessary resources to cope with every possible fire emergency or disaster by itself, and an effective, efficient response can best be achieved by the application and leveraging of their collective resources;

WHEREAS, the parties to this agreement have determined that it is in their collective best interest to develop and implement comprehensive preparedness plans for the dispatch of fire emergency services from Orange Beach and Escambia County in order to enhance the efficiency and effectiveness of their response to fire emergencies or disasters within specified areas;

WHEREAS, it is desirable that each of the parties hereto should request the dispatch of the mutual aid partner upon receipt of calls for structure fires in specified areas; and

WHEREAS, it is necessary and desirable that mutual aid agreement be executed for the interchange of such mutual assistance on a local, county, and/or regional basis;

NOW, THEREFORE, it is hereby agreed by and between each and all of the parties hereto as follows:

**Article I. Terms of this Agreement.**

1. Each party shall designate the appropriate official within its jurisdiction who has the legal authority to bind its jurisdiction to this agreement, and who shall sign this agreement.
2. Each party agrees that in the event of structure fire in the following areas, the Communication Districts of each party to this mutual aid agreement shall automatically request the dispatch of the mutual aid partner upon receipt of calls for structure fires:

- a. Orange Beach- All areas East of Perdido Pass to the Alabama/Florida state line.
  - b. Escambia County- All areas West of the Theo Barrs Bridge to the Alabama/Florida state line.
3. The commanding officer of the first arriving company shall take command of the incident until relieved by the appropriate authority. Overall, the Fire Department with primary jurisdiction shall assume command of the incident upon arrival at the scene.
4. To the extent permitted by. Law and without waiving sovereign immunity, each party to this agreement will be responsible for any and all claims, demands, suits, actions, damages and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this agreement.
5. Each party agrees to establish and conduct the following at mutually agreeable times and locations:
  - a. Standard procedures related to the safe and effective implementation of this agreement including but not limited to Joint Incident Command, Communications, and Operations.
  - b. Joint training conducted quarterly as required by ISO (3 hours quarterly) .
  - c. Other mutually agreeable activities related to the facilitation of this agreement.
6. Each party agrees to maintain adequate insurance coverage for its equipment and personnel.
7. Each party shall develop and update on a regular basis a plan providing for the effective mobilization of its resources and facilities.
8. Interagency assistance plans shall be developed and updated on a regular basis by the parties hereto and are operative between the parties in accordance with the provisions of such plans.
9. The parties agree to meet on a regular basis to review all interagency assistance plans and the provisions of this agreement.
10. This agreement shall become effective upon approval and execution by the parties. The agreement shall remain in effect as between both parties until participation in this agreement is terminated by either party. Either party to this agreement may terminate participation in this agreement upon thirty (30) days' written notice addressed to the designated public official of each of the other parties.
11. The execution of this agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this agreement. This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

IN WITNESS WHEREOF, this agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

THE CITY OF ORANGE BEACH,  
An Alabama Municipal Corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Tony Kennon, Mayor

Attest:

\_\_\_\_\_  
City Clerk

ESCAMBIA COUNTY, FLORIDA,  
A Florida Political Subdivision

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Commissioner

Attest:

\_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, do hereby certify that Tony Kennon and Renee Eberly, whose names are signed to the foregoing instrument as Mayor and City Clerk, respectively, of the City of Orange Beach, an Alabama municipal corporation, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, being duly sworn under oath, they executed the same voluntarily on the day the same bears date on behalf of said corporation.

Give under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, do hereby certify that \_\_\_\_\_, whose names are signed to the foregoing instrument as County Commissioner and \_\_\_\_\_, respectively, of Escambia County, Florida, a Florida political subdivision, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, being duly sworn under oath, they executed the same voluntarily on the day the same bears date on behalf of said corporation.

Give under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MAY 6, 2025**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the execution of a mutual aid agreement for law enforcement and other public safety services with the City of Bay Minette, Alabama. (JL)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 05-20-25 25-xxx Authorize Mutual Aid Agreement Bay Minette
2. 2025.05.02 Mutual Aid Agreement Bay Minette Law Enforcement

**RESOLUTION NO. 25-xxx**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A  
MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT AND  
OTHER PUBLIC SAFETY SERVICES WITH THE  
CITY OF BAY MINETTE, ALABAMA**

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**FINDINGS:**

1. Ala. Code § 36-21-49 gives each state, county, municipal, and public college or university law enforcement agency within the state the power to enter into agreements and arrangements for cooperation and mutual assistance in law enforcement work with the commission and with each other.
2. The City of Orange Beach, Alabama and the City of Bay Minette, Alabama, believe it is in the best interest of public health and safety to enter into a Mutual Aid Agreement (attached Exhibit A) to provide and receive voluntary aid and assistance to one another in the event of emergency or disaster.
3. 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 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 the City of Bay Minette, Alabama, as an act for and on behalf of the City of Orange Beach, Alabama, subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

**ADOPTED THIS 20<sup>th</sup> DAY OF MAY, 2025.**

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Renee Eberly  
City Clerk

**C E R T I F I C A T E**

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on May 20, 2025.

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City Clerk

**MUTUAL AID AGREEMENT  
BETWEEN THE CITY OF ORANGE BEACH, ALABAMA  
AND THE CITY OF BAY MINETTE, ALABAMA**

This Mutual Aid Agreement made and entered into by and between THE CITY OF ORANGE BEACH, ALABAMA, an Alabama municipal corporation, and THE CITY OF BAY MINETTE, ALABAMA, an Alabama municipal corporation.

**WITNESSETH:**

WHEREAS, the law of the State of Alabama provides that each political subdivision within the State of Alabama is empowered to make and enter into mutual aid agreements with other contiguous political subdivisions within the State in order to more effectively allocate law enforcement and other public safety services during emergency situations;

WHEREAS, the undersigned political subdivisions that are parties to this mutual aid agreement must confront numerous threats to public health and safety, including but not limited to, natural or man-made disasters;

WHEREAS, neither of the parties to this Agreement possesses all of the necessary resources to cope with every possible law enforcement emergency or disaster by itself, and an effective, efficient response can best be achieved by the application and leveraging of their collective resources;

WHEREAS, the parties to this agreement have determined that it is in their collective best interest to develop and implement comprehensive preparedness plans and conduct joint exercises in advance of a sudden and immediate need in order to enhance the efficiency and effectiveness of their response to any emergency or disaster;

WHEREAS, it is desirable that each of the parties hereto should voluntarily aid and assist each other in the event that an emergency situation should occur, by the interchange of law enforcement services; and

WHEREAS, it is necessary and desirable that mutual aid agreement be executed for the interchange of such mutual assistance on a local, county, and/or regional basis;

NOW, THEREFORE, it is hereby agreed by and between each and all of the parties hereto as follows:

**Article I. Definitions.**

*Assisting Department.* A law enforcement department providing law enforcement manpower, equipment, ad resources to a police department from another jurisdiction that has requested assistance to confront an emergency.

*Requesting Department.* A law enforcement department under an emergency condition that has requested assistance from a law enforcement department participating in the regional mutual aid agreement.

*Emergency.* Any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population, substantial damage to or

loss of property, or substantial harm to the environment and is beyond the capacity of an individual department to effectively control.

*Mutual Aid.* A pre-arranged written agreement and plan whereby assistance is requested and provided between two or more jurisdictions during a designated emergency under terms of this agreement.

*Staging Area.* A location identified outside the immediate emergency area where law enforcement equipment and personnel assemble for briefing, assignment, and related matters.

*Authorized Representative.* The chief executive officer (CEO) of a participating law enforcement department, or his or her designee, who has authorization to request, offer, or provide assistance under the terms of this agreement.

*Period of Assistance.* The period of time beginning with the departure of any personnel and/or equipment of the assisting party from any point for the purpose of traveling to provide assistance exclusively to the requesting department, and ending on the return of all of the assisting party's personnel and equipment to their regular place of work or assignment.

## Article II. Terms of this Agreement.

1. Each party agrees that in the event of an emergency situation, each other party to this mutual aid agreement will furnish such personnel, equipment, facilities, or services as are available, provided that such actions would not unreasonably diminish its capacity to provide basic police services.

2. Each party shall designate the appropriate official within its jurisdiction who has the legal authority to bind its jurisdiction to this agreement, and who shall sign this agreement.

3. In order to invoke assistance under the provisions of this agreement, the designated official from the requesting party shall be required to contact the designated official of the responding party by telephone or in writing. The responding party may request such information from the requesting party as is necessary to confirm the emergency situation and to assess the types and amounts of assistance that shall be provided.

4. During an emergency situation, all personnel from responding departments shall report to and shall work under the direction of the designated incident commander. Personnel from either the requesting or the assisting department may receive supervision from any command personnel from the combined participating localities if authorized by the incident commander or his or her designee in the incident command structure, depending on identified needs and available resources deemed most qualified to meet mission goals and objectives. Tactical teams (e.g., bomb disposal, canine teams, special weapons and tactics units), once they are authorized to undertake assignments, shall operate under the direction of their tactical commander.

5. Personnel responding to a call for assistance outside their appointed jurisdiction shall have those law enforcement powers provided for by state law.

6. In any emergency situation where the mutual aid agreement has been invoked, radio communications should be established between all of the parties, where possible, through the use of the local public mutual aid radio system or other shared communication system.

7. Liability, workers' compensation, property damage:

(a) Workers' Compensation Coverage:

Each member political subdivision will be responsible for its own actions and those of its employees and is responsible for complying with the State of Alabama Workers' Compensation Act. Coverage under this Act may be obtained:

- (1) by a policy with an insurance company licensed to do business in the State of Alabama,
- (2) by being a qualified self-insured, or
- (3) by being a member of a group of self-insurance associations.

Each member political subdivision should understand that workers' compensation coverage does not automatically extend to volunteers. Each local government may obtain accident insurance for any volunteer at the locality's discretion. Workers' compensation coverage for certain volunteers (e.g., volunteer fire fighters, volunteer lifesaving or volunteer rescue squad members, volunteer law enforcement chaplains, auxiliary or reserve police, auxiliary or reserve deputy sheriffs, volunteer emergency medical technicians, and members of volunteer search and rescue organizations) may be obtained by adding this exposure to the locality's workers' compensation coverage. As an alternative, the individual volunteer company may obtain workers' compensation insurance coverage for this exposure.

(b) Automobile Liability Coverage:

Each member locality is responsible for its own actions and is responsible for complying with the State of Alabama motor vehicle financial responsibility laws. Coverage under these laws may be obtained:

- (1) by a policy with an insurance company licensed to do business in the State of Alabama,
- (2) by being a qualified self-insured, or
- (3) by being a member of a group self-insurance association.

Each member locality agrees to obtain automobile liability coverage with at least a \$4,000,000 combined single limit and coverage extended to owned, non-owned, and hired vehicles. It is understood that the local government may include in the emergency response volunteer companies that have motor vehicles titled in the name of the volunteer company. It is the responsibility of the member locality to determine if the volunteer company has automobile liability coverage as outlined in this section. This provision is met by being a qualified self-insured or by being a member of a group self-insurance association.

(c) General Liability, Public Officials Liability, and Law Enforcement Liability:

To the extent permitted by. Law and without waiving sovereign immunity, each party to this agreement will be responsible for any and all claims, demands, suits, actions, damages and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this agreement. Each member locality agrees to obtain general liability

insurance with at least a \$4,000,000 combined single limit. Each member locality agrees to obtain public official liability coverage and law enforcement liability coverage with at least a \$4,000,000 combined single limit. These coverages may be obtained:

- (1) by a policy with an insurance company licensed to do business in the State of Alabama,
- (2) by being a qualified self-insured,
- (3) by being a member of a group of self-insurance associations, or
- (4) by any insurance plan administered through the Department of General Services Division of Risk Management.

8. Each party shall develop and update on a regular basis a plan providing for the effective mobilization of its resources and facilities.

9. Interagency assistance plans shall be developed and updated on a regular basis by the parties hereto and are operative between the parties in accordance with the provisions of such plans.

10. The parties agree to meet on a regular basis to review all interagency assistance plans and the provisions of this agreement.

11. This agreement shall become effective upon approval and execution by the parties. The agreement shall remain in effect as between each and every party until participation in this agreement is terminated by any party. Termination of participation in this agreement by any party shall not affect the continued operation of this agreement as between any remaining parties. Any party to this agreement may terminate participation in this agreement upon thirty (30) days' written notice addressed to the designated public official of each of the other parties.

12. The execution of this agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this agreement. This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

IN WITNESS WHEREOF, this agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

THE CITY OF ORANGE BEACH,  
An Alabama Municipal Corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Tony Kennon, Mayor

Attest:

\_\_\_\_\_  
City Clerk

THE CITY OF BAY MINETTE,  
An Alabama Municipal Corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Robert A. "Bob" Willis, Mayor

Attest:

\_\_\_\_\_  
City Clerk

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, do hereby certify that Tony Kennon and Renee Eberly, whose names are signed to the foregoing instrument as Mayor and City Clerk, respectively, of the City of Orange Beach, an Alabama municipal corporation, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, being duly sworn under oath, they executed the same voluntarily on the day the same bears date on behalf of said corporation.

Give under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, do hereby certify that Robert A. "Bob" Willis and Rita Diedtrich, whose names are signed to the foregoing instrument as Mayor and City Clerk, respectively, of the City of Bay Minette, an Alabama municipal corporation, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, being duly sworn under oath, they executed the same voluntarily on the day the same bears date on behalf of said corporation.

Give under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MAY 6, 2025**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the execution of a mutual aid agreement for law enforcement and other public safety services with Coastal Alabama Community College. (JL)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 05-20-25 25-xxx Authorize Mutual Aid Agreement Coastal Alabama Community College
2. 2025.05.02 Mutual Aid Agreement Coastal Alabama Community College Law Enforcement

**RESOLUTION NO. 25-xxx**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A  
MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT AND  
OTHER PUBLIC SAFETY SERVICES WITH  
COASTAL ALABAMA COMMUNITY COLLEGE**

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**FINDINGS:**

1. Ala. Code § 36-21-49 gives each state, county, municipal, and public college or university law enforcement agency within the state the power to enter into agreements and arrangements for cooperation and mutual assistance in law enforcement work with the commission and with each other.
2. The City of Orange Beach, Alabama and Coastal Alabama Community College believe it is in the best interest of public health and safety to enter into a Mutual Aid Agreement (attached Exhibit A) to provide and receive voluntary aid and assistance to one another in the event of emergency or disaster.
3. 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 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 Coastal Alabama Community College as an act for and on behalf of the City of Orange Beach, Alabama, subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

**ADOPTED THIS 20<sup>th</sup> DAY OF MAY, 2025.**

\_\_\_\_\_  
Renee Eberly  
City Clerk

**C E R T I F I C A T E**

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on May 20, 2025.

\_\_\_\_\_  
City Clerk

**MUTUAL AID AGREEMENT  
BETWEEN THE CITY OF ORANGE BEACH, ALABAMA  
AND COASTAL ALABAMA COMMUNITY COLLEGE**

This Mutual Aid Agreement made and entered into by and between THE CITY OF ORANGE BEACH, ALABAMA, an Alabama municipal corporation, and COASTAL ALABAMA COMMUNITY COLLEGE, an Alabama public community college, a member of the Alabama Community College System.

**WITNESSETH:**

WHEREAS, the law of the State of Alabama provides that each political subdivision within the State of Alabama is empowered to make and enter into mutual aid agreements with other public agencies within the State in order to more effectively allocate law enforcement and other public safety services during emergency situations;

WHEREAS, the undersigned agencies that are parties to this mutual aid agreement must confront numerous threats to public health and safety, including but not limited to, natural or man-made disasters;

WHEREAS, neither of the parties to this Agreement possesses all of the necessary resources to cope with every possible law enforcement emergency or disaster by itself, and an effective, efficient response can best be achieved by the application and leveraging of their collective resources;

WHEREAS, the parties to this agreement have determined that it is in their collective best interest to develop and implement comprehensive preparedness plans and conduct joint exercises in advance of a sudden and immediate need in order to enhance the efficiency and effectiveness of their response to any emergency or disaster;

WHEREAS, it is desirable that each of the parties hereto should voluntarily aid and assist each other in the event that an emergency situation should occur, by the interchange of law enforcement services; and

WHEREAS, it is necessary and desirable that mutual aid agreement be executed for the interchange of such mutual assistance on a local, county, and/or regional basis;

NOW, THEREFORE, it is hereby agreed by and between each and all of the parties hereto as follows:

**Article I. Definitions.**

*Assisting Department.* A law enforcement department providing law enforcement manpower, equipment, ad resources to a police department from another jurisdiction that has requested assistance to confront an emergency.

*Requesting Department.* A law enforcement department under an emergency condition that has requested assistance from a law enforcement department participating in the regional mutual aid agreement.

*Emergency.* Any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population, substantial damage to or loss of property, or substantial harm to the environment and is beyond the capacity of an individual department to effectively control.

*Mutual Aid.* A pre-arranged written agreement and plan whereby assistance is requested and provided between two or more jurisdictions during a designated emergency under terms of this agreement.

*Staging Area.* A location identified outside the immediate emergency area where law enforcement equipment and personnel assemble for briefing, assignment, and related matters.

*Authorized Representative.* The chief executive officer (CEO) of a participating law enforcement department, or his or her designee, who has authorization to request, offer, or provide assistance under the terms of this agreement.

*Period of Assistance.* The period of time beginning with the departure of any personnel and/or equipment of the assisting party from any point for the purpose of traveling to provide assistance exclusively to the requesting department, and ending on the return of all of the assisting party's personnel and equipment to their regular place of work or assignment.

## Article II. Terms of this Agreement.

1. Each party agrees that in the event of an emergency situation, each other party to this mutual aid agreement will furnish such personnel, equipment, facilities, or services as are available, provided that such actions would not unreasonably diminish its capacity to provide basic police services.

2. Each party shall designate the appropriate official within its jurisdiction who has the legal authority to bind its jurisdiction to this agreement, and who shall sign this agreement.

3. In order to invoke assistance under the provisions of this agreement, the designated official from the requesting party shall be required to contact the designated official of the responding party by telephone or in writing. The responding party may request such information from the requesting party as is necessary to confirm the emergency situation and to assess the types and amounts of assistance that shall be provided.

4. During an emergency situation, all personnel from responding departments shall report to and shall work under the direction of the designated incident commander. Personnel from either the requesting or the assisting department may receive supervision from any command personnel from the combined participating localities if authorized by the incident commander or his or her designee in the incident command structure, depending on identified needs and available resources deemed most qualified to meet mission goals and objectives. Tactical teams (e.g., bomb disposal, canine teams, special weapons and tactics units), once they are authorized to undertake assignments, shall operate under the direction of their tactical commander.

5. Personnel responding to a call for assistance outside their appointed jurisdiction shall have those law enforcement powers provided for by state law.

6. In any emergency situation where the mutual aid agreement has been invoked, radio communications should be established between all of the parties, where possible, through the use of the local public mutual aid radio system or other shared communication system.

7. Liability, workers' compensation, property damage:

(a) Workers' Compensation Coverage:

Each member political subdivision will be responsible for its own actions and those of its employees and is responsible for complying with the State of Alabama Workers' Compensation Act. Coverage under this Act may be obtained:

- (1) by a policy with an insurance company licensed to do business in the State of Alabama,
- (2) by being a qualified self-insured, or
- (3) by being a member of a group of self-insurance associations.

Each member political subdivision should understand that workers' compensation coverage does not automatically extend to volunteers. Each local government may obtain accident insurance for any volunteer at the locality's discretion. Workers' compensation coverage for certain volunteers (e.g., volunteer fire fighters, volunteer lifesaving or volunteer rescue squad members, volunteer law enforcement chaplains, auxiliary or reserve police, auxiliary or reserve deputy sheriffs, volunteer emergency medical technicians, and members of volunteer search and rescue organizations) may be obtained by adding this exposure to the locality's workers' compensation coverage. As an alternative, the individual volunteer company may obtain workers' compensation insurance coverage for this exposure.

(b) Automobile Liability Coverage:

Each member locality is responsible for its own actions and is responsible for complying with the State of Alabama motor vehicle financial responsibility laws. Coverage under these laws may be obtained:

- (1) by a policy with an insurance company licensed to do business in the State of Alabama,
- (2) by being a qualified self-insured, or
- (3) by being a member of a group self-insurance association.

Each member locality agrees to obtain automobile liability coverage with at least a \$4,000,000 combined single limit and coverage extended to owned, non-owned, and hired vehicles. It is understood that the local government may include in the emergency response volunteer companies that have motor vehicles titled in the name of the volunteer company. It is the responsibility of the member locality to determine if the volunteer company has automobile liability coverage as outlined in this section. This provision is met by being a qualified self-insured or by being a member of a group self-insurance association.

(c) General Liability, Public Officials Liability, and Law Enforcement Liability:

To the extent permitted by. Law and without waiving sovereign immunity, each party to this agreement will be responsible for any and all claims, demands, suits, actions, damages and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this agreement. Each member locality agrees to obtain general liability insurance with at least a \$4,000,000 combined single limit. Each member locality agrees to obtain

public official liability coverage and law enforcement liability coverage with at least a \$4,000,000 combined single limit. These coverages may be obtained:

- (1) by a policy with an insurance company licensed to do business in the State of Alabama,
- (2) by being a qualified self-insured,
- (3) by being a member of a group of self-insurance associations, or
- (4) by any insurance plan administered through the Department of General Services Division of Risk Management.

8. Each party shall develop and update on a regular basis a plan providing for the effective mobilization of its resources and facilities.

9. Interagency assistance plans shall be developed and updated on a regular basis by the parties hereto and are operative between the parties in accordance with the provisions of such plans.

10. The parties agree to meet on a regular basis to review all interagency assistance plans and the provisions of this agreement.

11. This agreement shall become effective upon approval and execution by the parties. The agreement shall remain in effect as between each and every party until participation in this agreement is terminated by any party. Termination of participation in this agreement by any party shall not affect the continued operation of this agreement as between any remaining parties. Any party to this agreement may terminate participation in this agreement upon thirty (30) days' written notice addressed to the designated public official of each of the other parties.

12. The execution of this agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this agreement. This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

IN WITNESS WHEREOF, this agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

THE CITY OF ORANGE BEACH,  
An Alabama Municipal Corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Tony Kennon, Mayor

Attest:

\_\_\_\_\_  
City Clerk

COASTAL ALABAMA COMMUNITY COLLEGE  
An Alabama Public Community College

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Aaron Milner, Ed.D., President

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, do hereby certify that Tony Kennon and Renee Eberly, whose names are signed to the foregoing instrument as Mayor and City Clerk, respectively, of the City of Orange Beach, an Alabama municipal corporation, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, being duly sworn under oath, they executed the same voluntarily on the day the same bears date on behalf of said corporation.

Give under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, do hereby certify that Aaron Milner, whose name is signed to the foregoing instrument as President of Coastal Alabama Community College, an Alabama public community college, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, being duly sworn under oath, they executed the same voluntarily on the day the same bears date on behalf of said corporation.

Give under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MAY 6, 2025**

---

**Departments:** City Clerk

**Description of Topic:** Resolution awarding Assistant Police Chief Robert Howard his duty weapons and badge as part of his retirement benefits. (SB)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

---

**ATTACHMENTS:**

1. 05-20-25 25-xxx Award Duty Weapon Badge Rob Howard

**RESOLUTION NO. 25-xxx**

**A RESOLUTION AWARDED ASSISTANT POLICE CHIEF ROBERT HOWARD  
HIS DUTY WEAPONS AND BADGE  
AS PART OF HIS RETIREMENT BENEFITS**

---

**FINDINGS:**

1. Robert Howard diligently served as an officer of the Orange Beach Police Department for 29 years and is in good standing after years of dedicated service.
2. The Orange Beach City Council adopted Resolution No. 15-079 on May 19, 2015, establishing a policy whereby retiring City of Orange Beach police officers, satisfying specified requirements, may request their duty weapon and badge to be released to them upon retirement, as part of their retirement benefits.
3. At the time of his retirement, Robert Howard will be eligible for full retirement benefits and meets all specified requirements to receive his duty badge and weapon upon retirement.

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

1. That at the time of his retirement, Robert Howard, having served diligently as an officer of the Orange Beach Police Department for 29 years, has satisfied all the requirements for retirement benefits, including retaining possession of his duty weapons and badge, as specified by the Orange Beach City Council and as described as follows:

Primary weapon: Sig Sauer P320 (.40), Serial #58K089983

Secondary weapon: Sig Sauer P365 (9mm), Serial #66F217122

2. That the City of Orange Beach grants Assistant Police Chief Howard's request to receive his duty weapons and badge as part of his retirement benefits.

ADOPTED THIS 20<sup>th</sup> DAY OF MAY, 2025.

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Renee Eberly  
City Clerk

**C E R T I F I C A T E**

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on May 20, 2025.

---

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MAY 6, 2025**

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**Departments:** City Clerk

**Description of Topic:** Resolution awarding Officer Kenneth Clouse his duty weapons and badge as part of his retirement benefits. (SB)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 05-20-25 25-xxx Award Duty Weapon Badge Ken Clouse

**RESOLUTION NO. 25-xxx**

**A RESOLUTION AWARDED OFFICER KENNETH CLOUSE  
HIS DUTY WEAPONS AND BADGE  
AS PART OF HIS RETIREMENT BENEFITS**

---

**FINDINGS:**

1. Kenneth Clouse diligently served as an officer of the Orange Beach Police Department for 23 years and is in good standing after years of dedicated service.
2. The Orange Beach City Council adopted Resolution No. 15-079 on May 19, 2015, establishing a policy whereby retiring City of Orange Beach police officers, satisfying specified requirements, may request their duty weapon and badge to be released to them upon retirement, as part of their retirement benefits.
3. At the time of his retirement, Kenneth Clouse will be eligible for full retirement benefits and meets all specified requirements to receive his duty badge and weapon upon retirement.

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

1. That at the time of his retirement, Kenneth Clouse, having served diligently as an officer of the Orange Beach Police Department for 23 years, has satisfied all the requirements for retirement benefits, including retaining possession of his duty weapons and badge, as specified by the Orange Beach City Council and as described as follows:  
  
Primary weapon: Sig Sauer P320 (.40), Serial #58K089863  
Secondary weapon: Sig Sauer P365 (9mm), Serial #66F220500
2. That the City of Orange Beach grants Officer Clouse's request to receive his duty weapons and badge as part of his retirement benefits.

ADOPTED THIS 20<sup>th</sup> DAY OF MAY, 2025.

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Renee Eberly  
City Clerk

**C E R T I F I C A T E**

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on May 20, 2025.

---

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MAY 6, 2025**

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**Departments:** City Clerk

**Description of Topic:** Resolution amending the Employees Pay Plan/Job Listing to add the positions of Industrial Maintenance Electrician and Senior Human Resources Generalist. (MB)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 05-20-25 25-xxx Amd Pay Plan Job Listing
2. Job Description - Industrial Maintenance Electrician
3. Job Description - Senior Human Resources Generalist

**RESOLUTION NO. 25-xxx**

**A RESOLUTION AMENDING THE  
EMPLOYEES PAY PLAN/JOB LISTING  
TO ADD THE POSITIONS OF INDUSTRIAL MAINTENANCE ELECTRICIAN AND  
SENIOR HUMAN RESOURCES GENERALIST**

---

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

1. That the Pay Plan/Job Listing for employees of the City of Orange Beach is hereby amended to correct to add the following positions:

Industrial Maintenance Electrician

Senior Human Resources Generalist

2. That the entire Pay Plan shall read as per the attached Exhibit A and the same is hereby adopted and approved by the Council; and
3. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 20<sup>th</sup> DAY OF MAY, 2025.

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Renee Eberly  
City Clerk

**C E R T I F I C A T E**

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on May 20, 2025.

---

City Clerk



## Orange Beach, City of (AL) Industrial Maintenance Electrician

|                                     |         |                                       |                              |
|-------------------------------------|---------|---------------------------------------|------------------------------|
| <b>Job Description Code</b> 0131    |         | <b>Established Date</b>               |                              |
| <b>Last Revised Date</b> 04/22/2025 |         | <b>Salary Range</b>                   |                              |
|                                     |         | \$28.25 - \$40.84<br>Hourly           |                              |
|                                     |         | \$2,260.00 - \$3,267.20<br>Biweekly   |                              |
|                                     |         | \$4,896.67 - \$7,078.93<br>Monthly    |                              |
|                                     |         | \$58,760.00 -<br>\$84,947.20 Annually |                              |
| <b>Bargaining Unit</b>              | N/A     | <b>EEO</b>                            | EEO4-<br>Service/Maintenance |
| <b>Occupational Group</b>           | N/A     | <b>FLSA</b>                           | Non-Exempt                   |
| <b>Benefit Code</b>                 | General | <b>Physical Class</b>                 | N/A                          |

---

### Class Concept

**Title:** Industrial Maintenance Technician

**Pay Grade:**

**FLSA State:** Nonexempt

**Reports To:** Sewer Plant Superintendent

**Supervisory Responsibilities:** This position has no supervisory responsibilities.

### Job Summary:

As an Industrial Maintenance Electrician, you are responsible for installing, maintaining and repairing electrical systems and equipment in an industrial setting. In this role, you will be expected to troubleshoot and diagnose electrical problems, as well as read and interpret blueprints and schematics. Additionally, you will be responsible for ensuring that all electrical work is done in compliance with relevant codes and regulations.

### Essential Functions:

- Install, maintain, and repair electrical systems and equipment in industrial settings.
- Perform preventative maintenance on electrical systems and equipment to ensure safe and efficient operation.
- Perform repairs to machinery and plant support systems: hydraulic, pneumatic, electrical, and mechanical, drives, bearings, and gears.

- Troubleshooting AC/DC motors and controls, PLC, electrical drives, and all high voltage systems.
- Work with related diagnostic equipment including digital voltmeter, multi-voltmeter, and other electrical tools and equipment.
- Read and interpret electrical schematics, blueprints and diagrams to install and maintain electrical systems and equipment.
- Install and maintain electrical control systems for industrial machinery and equipment.
- Ensure compliance with electrical codes, standards, and regulations.
- Keep accurate records of electrical work performed and maintain inventory of electrical equipment and supplies.

### **Knowledge, Skills and Abilities:**

- Ability to read and interpret technical drawing a schematics
- Experience with electrical systems, wiring, and equipment
- Knowledge of safety procedures and regulations related to electrical work
- Excellent problem-solving and troubleshooting skills
- Ability to work independently and as part of a team
- Experience working in industrial setting
- Knowledge of PLC programming and control system
- Experience with AC/DC motors and controls
- Ability to use hand tool and power tools safely and effectively

### **Experience and Education:**

- Must have a high school diploma or equivalent
- Must possess a valid drivers license
- Willing to work overtime or non-standard hours when necessary
- 5+ years experience in electrical maintenance
- Must be a licensed Journeyman Electrician
- Willing to obtain a Grade IV or currently have a Grade IV

### **Working Conditions:**

May require exposure to adverse environmental conditions, such as dirt, dust, pollen, odor, wetness, humidity, rain, temperature and noise extremes, hazardous materials, confined spaces, machinery, vibrations, electric currents, traffic hazards, bright/dim light, toxic agents, disease, pathogenic substances, or animal/ insect bites

**Title:** Senior Human Resources Generalist

**Pay Grade:** 18

**FLSA State:** Exempt

**Reports To:** Human Resources Director

**Supervisory Responsibilities:** This position has no supervisory responsibilities.

## **Summary**

The Senior Human Resources Generalist provides a variety of professional level work for human resources services and programs in an assigned area including recruitment and selection, equal employment opportunity, HRIS, and performs a variety of human resource functions supporting the assigned area of responsibility.

The Senior Human Resources Generalist is distinguished from the Human Resources Generalist classification by the level of responsibility assumed, additional duties assigned, and provision of lead support.

## **Responsibilities**

1. Provides first-level support and serves as the initial point of contact for management and staff at the assigned sites and/or areas; interprets, explains, and presents human resources issues, policies, and procedures to employees, management, outside agencies, and the public.
2. Coordinates and administers all aspects of the recruitment and selection program for all positions including, but not limited to, posting, advertising, tracking, screening applications for minimum qualifications, scheduling of interviews, etc.
3. Extends offers of employment; conducts reference checks (when applicable); assists with new hire onboarding (when applicable).
4. Leads the department's efforts on the coordination and participation in job fairs.
5. Updates and maintains employee information on the city's computerized HRIS, generates reports and responds to requests for information as requested; collaborates with payroll to audit and ensure accuracy of transactions in HRIS systems.
6. Processes salary changes, transfers, and other job related changes in HRIS systems.
7. Gathers information, conducts analyses and prepares various reports, charts, memos, and correspondence as requested.
8. Performs periodic audits to ensure data integrity throughout all Human Resources software and programs.
9. Manages email accounts for city employees, including creation and termination of email accounts.
10. Attends and participates in group meetings, stays current with new trends, and innovations in the field of human resources administration.

11. Assists with the classification and compensation program. Assists with job audits and reclassification request analyses of individual positions, classes, and series of classes; assists in compensation studies and surveys, analyzes data and makes recommendations. Responds to formal or informal survey requests regarding salaries.
12. Assists with and participates in human resources events such as open enrollment, health fairs, and career development activities.
13. Assists with the development and maintenance of the City's succession plan.
14. Assists with employee engagement activities.
15. Assists with the evaluation of human resources policies and procedures; recommends and implements changes to improve efficiency or ensure compliance with guidelines, laws, or regulations.
16. Performs other duties as assigned by the manager.

### **Qualifications**

1. A bachelor's degree OR equivalent recent relevant full-time work experience (two years of full-time recent relevant work experience for every one year of college) is required.
2. Five years of human resources experience is required.
3. A current and valid driver's license is required.
4. Ability to work extra hours, nonstandard hours, weekends, etc. as needed is required.
5. A current notary public is preferred.
6. Preference will be given to a candidate with NEOGOV experience.

**PHYSICAL DEMANDS & WORK ENVIRONMENT:** *The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.*

While performing the duties of this job, the employee is regularly required to sit. The employee frequently is required to use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee is occasionally required to stand and walk. The employee must regularly lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, and ability to adjust focus.

While performing the duties of this job, the employee regularly works in indoor conditions and regularly works near video display. The noise level in the work environment is usually moderate.



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MAY 6, 2025**

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**Departments:** City Clerk

**Description of Topic:** Resolution awarding the proposal for a Strategic and Comprehensive Plan contractor. (AR)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

None



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MAY 6, 2025**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the execution of an agreement with the Pensacola and Perdido Bays Estuary Program for marine debris volunteer project coordination, trash removal, and coastal vegetation planting. (PW/NW)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

---

**ATTACHMENTS:**

1. 05-20-25 25-xxx Authorize Agreement Pensacola Perdido Bays Estuary Program PPBEP NFWF Grant
2. 2025.05.03 Agreement Pensacola Perdido Bays Estuary Program PPBEP NFWF Marine Debris - Exhibit A
3. 2025.05.03 Agreement Pensacola Perdido Bays Estuary Program PPBEP NFWF Marine Debris

**RESOLUTION NO. 25-xxxx**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE  
PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM FOR  
MARINE DEBRIS VOLUNTEER PROJECT COORDINATION, TRASH REMOVAL,  
AND COASTAL VEGETATION PLANTING**

---

**FINDINGS:**

1. The National Fish and Wildlife Foundation awarded NFWF Grant Agreement Number 76849 to the City of Orange Beach for a Marine Debris Project, trash removal and coastal vegetation planting (hereinafter referred to as the “Project”).
2. The Pensacola and Perdido Bays Estuary Program (hereinafter “PPBEP”) is a Florida not-for-profit corporation dedicated to preserving, restoring, improving and maintaining the natural habitat and ecosystem of the bays, estuaries and watersheds of Pensacola and Perdido Bays and other local bodies of water.
3. The City and PPBEP have reached an agreement (attached Exhibit A) whereby PPBEP shall perform the services as required by the NFWF Grant Agreement Number 76849 (attached Exhibit B) in exchange for compensation as described in Exhibit A.
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, Alabama, and Pensacola and Perdido Bays Estuary Program, 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 20<sup>th</sup> DAY OF MAY, 2025.

\_\_\_\_\_  
Renee Eberly  
City Clerk

**C E R T I F I C A T E**

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on May 20, 2025.

\_\_\_\_\_  
City Clerk

## EXHIBIT A

The Pensacola and Perdido Bays Estuary Program will manage 60 volunteers over a 1 or 2-day event to retrieve trash and plant approximately 1,500 marsh plants. They will utilize their “*Trash Free Waters Program*” to provide educational material as part of general community outreach. The event will engage 60 people for cleanup and restoration activities, but the associated educational materials will reach more individuals who continue to visit Orange Beach. The Pensacola and Perdido Bays Estuary Program staff time and event supplies will be requested in this proposal, as well as plants for the restoration event in an amount not to exceed \$35,000 per the NFWF grant proposal. This event will take place in the spring, summer, or fall of 2025.

| Activity                                  | Outcomes                                                                     | Metric and Target                                                                              | Method for Measurement                                                  |
|-------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| OUTREACH,<br>EDUCATION<br>&<br>PREVENTION | Volunteers participate in clean-up and planting event at demonstration site. | Individuals; 60<br>volunteers engaged in<br>restoration activities (4<br>hours each volunteer) | Individuals will be counted<br>at restoration event and<br>mailing list |

## **AGREEMENT RELATING TO THE NFWF MARINE DEBRIS PERDIDO PROJECT**

**THIS AGREEMENT** is made and entered into by and between the City of Orange Beach, a political subdivision of the State of Alabama, by and through its City Council (hereinafter referred to as "City"), with administrative offices located at 4099 Orange Beach Boulevard, Orange Beach, Alabama 36561, and Pensacola and Perdido Bays Estuary Program, Inc., a Florida not-for-profit corporation operating as an instrumentality of government authorized to conduct business in the State of Florida (hereinafter referred to as "PPBEP"), FEI/EIN 93-1499384, whose principal address is 226 South Palafox Place, Pensacola, Florida 32502.

### **WITNESSETH:**

**WHEREAS**, the National Fish and Wildlife Foundation awarded NFWF Grant Agreement Number **76849** to the City for the Marine Debris Project, trash removal and coastal vegetation planting (hereinafter referred to as the "Project"); and

**WHEREAS**, the City desires to enter into an Agreement with PPBEP for the completion of the Project as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the City and PPBEP agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Scope. PPBEP will perform the tasks outlined in the Project Workplan and Budget, attached hereto and incorporated herein as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement will prevail.

This Project shall be funded, in whole or in part, by grant funding provided through the National Fish and Wildlife Foundation (NFWF) grant. The Consultant shall complete the Project in accordance with the terms of the Standard Grant Agreement by and between the NFWF and City, Identification Number 76849 (hereinafter referred to as the "Grant Agreement"). By executing this Agreement, PPBEP acknowledges that it has received a copy of the Grant Agreement and shall comply with all applicable provisions of the Agreement. In addition to the foregoing, performance under this Agreement may be subject to the applicable provisions of 2 C.F.R. Part 200 entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

3. Compensation. In exchange for PPBEP's provision of the scope of services referenced above, the City will pay for services rendered an aggregate fee for Project tasks in accordance with the Project Budget provided in **Exhibit A**. The total fee for all such services to be performed by PPBEP, including costs, direct expenses, and any other charges, shall not exceed the lump sum amount of \$35,000, which is solely available from funding provided pursuant to NFWF grant.
4. Method of Payment/Billing. PPBEP may request payment from City on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services rendered with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Finance Department

Attention: Accounts Payable  
P.O. Box 458  
Orange Beach, AL 36561

Payments under this Agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

5. Period of Performance. This Agreement shall commence upon the date last executed and expire on December 31, 2025, unless earlier terminated as provided herein. Unless otherwise agreed to by the parties, the Project shall be completed on or before December 31, 2025.

6. Reporting. PPBEP shall provide the City with a monthly report of all Project activities including a narrative summary and financial statement. PPBEP's reporting obligation will survive the termination/expiration of the Agreement and continue until all information relating to the performance of the Project has been reported to the City. PPBEP will also provide the City with any additional information as required to substantiate Project activities or expenditures.

7. Termination. The City retains the right to terminate this Agreement immediately for cause or for lack of funding at any time during the term of the Agreement. This Agreement may be terminated for convenience by the City upon providing thirty (30) days written notice to PPBEP. This Agreement may be terminated for cause by PPBEP upon providing ninety (90) days written notice to the City. In the event of termination by either party as provided herein, PPBEP shall be paid for services provided through the date of termination, but PPBEP shall not be entitled to any other recovery against City.

8. Indemnification. Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents, within the limits prescribed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity.

9. Independent Contractor Status. In the performance of this Agreement, PPBEP is an independent contractor. PPBEP shall not hold itself out as an employee, agent, or servant of the City; and PPBEP shall not have the power or authority to bind the City in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the City. Notwithstanding the provisions herein, City acknowledges and agrees that this Agreement does not alter the City's relationship with, or obligations to, PPBEP arising from City's status as a party to the Interlocal Agreement under which PPBEP was formed.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice will be made to each party as follows:

To: PPBEP, Inc.  
Attention: Matt Posner  
226 South Palafox Place, 5th Floor  
Pensacola, FL 32502

To: City of Orange Beach  
Attention: City Administrator  
4099 Orange Beach Boulevard  
Orange Beach, AL 36561

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, will be deemed to be receipt of the notice sent. Either party will have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. Public Records. PPBEP acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. PPBEP shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. PPBEP shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, PPBEP agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event PPBEP fails to abide by the provisions of Chapter 119, Florida Statutes, the City may, without prejudice to any other right or remedy and after giving seven days written notice, during which period PPBEP still fails to allow access to such documents, terminate the contract.

12. Ownership of Documents. Drawings, specifications, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the PPBEP in connection with this Agreement are and shall remain the property of the City whether the Project is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. PPBEP acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. PPBEP agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement. PPBEP shall at all times maintain appropriate licensing, certification, and registration while performing services pursuant to this Agreement.

15. E-Verify. In accordance with §448.095, Florida Statutes, PPBEP shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security (USDHS) to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If PPBEP enters into a contract with a subcontractor performing work or providing services on its behalf, PPBEP shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify Program can be obtained via the internet at USDHS website: <http://www.dhs.gov/E-Verify>.

16. Prohibition against Contracting with Scrutinized Companies. In accordance with §287.135, Florida Statutes, by executing this Agreement, PPBEP hereby certifies that it is not on the

*Scrutinized Companies that Boycott Israel List* created pursuant to §215.4725, Florida Statutes, and is not engaged in a *boycott of Israel* as defined in §215.4725, Florida Statutes. Further, PPBEP acknowledges that if it is found to have submitted a false certification, has been placed on the *Scrutinized Companies that Boycott Israel List*; or has been engaged in a *boycott of Israel* then the City reserves the right to immediately terminate this Agreement.

17. Foreign Gifts/Contracts. In accordance with §286.101, Florida Statutes, by executing this Agreement, PPBEP certifies it has timely disclosed any current or prior interest of, contract with, or grant or gift received from a “foreign country of concern” as defined in §286.101(1)(b), Florida Statutes, if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in effect during the previous five (5) years. Reporting information can be obtained via the internet at the Department of Financial Services website: <http://www.myfloridacfo.com/Transparency>.

18. Assignment. This Agreement, or any interest herein, will not be assigned, transferred, or otherwise encumbered, under any circumstances, by PPBEP without the prior written consent of the City.

19. Severability. If any term or condition of this Agreement is invalid or unenforceable, the remainder of the terms and conditions of this Agreement will remain in full force and effect.

20. Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

21. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties hereto.

22. Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural includes the singular. References to statutes or regulations will include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons will include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.

(b) This Agreement will not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

23. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

**CITY:**  
**CITY OF ORANGE BEACH, AL**

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
Tony Kennon, Mayor

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Council Approved: \_\_\_\_\_

**PPBEP:**

Attest:

By: \_\_\_\_\_  
Matthew J. Posner, Executive Director

\_\_\_\_\_  
Corporate Secretary

[SEAL]



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MAY 6, 2025**

---

**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the purchase of a Dump Truck for the Utilities Department through the National Joint Purchasing Alliance from Empire Truck Sales, LLC, in the amount of \$128,500. (KB)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

---

**ATTACHMENTS:**

1. 05-20-25 25-xxx Authorize Purchase Dump Truck Utilities NJPA
2. 2025.05.01 Quote - Utilities - Empire Truck Sales Dump Truck

**RESOLUTION NO. 25-xxx**

**A RESOLUTION AUTHORIZING THE PURCHASE OF A  
DUMP TRUCK FOR THE UTILITIES DEPARTMENT  
THROUGH THE NATIONAL JOINT PURCHASING ALLIANCE  
FROM EMPIRE TRUCK SALES, LLC  
IN THE AMOUNT OF \$128,500**

---

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of a Dump Truck for the Utilities Department through the National Joint Purchasing Alliance (NJPA), approved by the State of Alabama and the Public Examiners Office, in the amount of \$128,500;
2. That the Mayor is hereby authorized to approve payment to Empire Truck Sales, LLC, in the amount of \$128,500.00 for One (1) New 2026 Freightliner M2106 Dump 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 20<sup>th</sup> DAY OF MAY, 2025.

---

Renee Eberly  
City Clerk

**C E R T I F I C A T E**

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on May 20, 2025.

---

City Clerk



5/1/2025

CITY OF ORANGE BEACH  
4099 ORANGE BEACH BLV  
ORANGE BEACH AL 36561

Dear: Mrs. Kendall

We, *Empire Truck Sales, LLC*, appreciate the opportunity to quote you on your new truck equipment needs. We are pleased to present you with the following quote and specifications.

**2026 FREIGHTLINER DUMP WARREN BODY**

**TOTAL PRICE NJPA PRICE \$ 128,500.00**  
**NJPA4110**

*State delivery times STOCK*

These prices include F.E.T. if applicable, and state or local taxes or fees.

Once again, we sincerely appreciate your interest in Freightliner trucks and Empire Truck Sales, LLC., and we look forward to assisting you with all aspects of your new truck equipment needs. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,  
Empire Truck Sales, LLC.

Danny McHenry  
Sales Representative

## 2026 Freightliner M2106

Comment:

**Stock# 296157**

### Vehicle Details

|                |                       |
|----------------|-----------------------|
| Year           | 2026                  |
| Make           | Freightliner          |
| Model          | M2106                 |
| Body Style     | END DUMP B            |
| VIN            | 3ALACXFCXTDWE9578     |
| Color          | WHITE                 |
| Wheelbase      | 153                   |
| Frame          | Standard Steel        |
| Exhaust        | Horizontal            |
| Odometer       | 1                     |
| Brake System   | AIR                   |
| GVWR           | 33000                 |
| Air Cleaners   | Side of Hood          |
| Front Tires    | 11R22.5               |
| Rear Tires     | 11R22.5               |
| Rear Wheels    | Steel                 |
| Passenger Seat | Bench                 |
| Radio          | Bluetooth & Satellite |

### Sleeper

|                   |             |
|-------------------|-------------|
| Cab Configuration | Cab Chassis |
|-------------------|-------------|

### Engine

|               |          |
|---------------|----------|
| Engine Model  | B6.7     |
| Engine Model# | B67-24   |
| Horsepower    | 300      |
| Engine Serial | 99533980 |
| Engine Brake  | Yes      |

### Transmission

|                    |            |
|--------------------|------------|
| Transmission       | 5 spd      |
| Transmission Model | 2500 RDS   |
| Transmission SN    | 6312333527 |
| Trans Make         | ALLISON    |

### Axle Information

|                |             |
|----------------|-------------|
| FA             | Meritor     |
| FA Model       | S120M       |
| FA Weight      | 12000       |
| FA SN          | DRF27078429 |
| RA Front       | Meritor     |
| RA Front Model | S21M        |
| RA Weight      | 21000       |
| RA Front SN    | DRA27077432 |
| Ratio          | 5.57        |

### Suspension

|                 |        |
|-----------------|--------|
| Rear Suspension | SPRING |
|-----------------|--------|

### Fuel Tank

|                |    |
|----------------|----|
| Left Fuel Tank | 50 |
| Fuel Type-     | 50 |
| Fuel Tanks     | 1  |



**\$0.00**

For More Information Contact: Danny McHenry | 251-330-0162 | [danny.mchenry@empiretruck.com](mailto:danny.mchenry@empiretruck.com)



# Invoice

WI-0089842

Page 3 of 3  
Date 3/11/2025

Warren, LLC  
707 NORTH FIR  
COLLINS MS 39428

Phone (601) 765-8221  
Fax (601) 765-4554  
DumpTrucks.com

| Purchase Order No. |         | Customer ID |             | Shipping Method                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Payment Terms | Req Ship Date | Order Number |            |
|--------------------|---------|-------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------|--------------|------------|
| NE001048723        |         | EMP208      |             | CUSTOMER PICKUP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Net30         | 2/10/2025     | WI-041301    |            |
| Ordered            | Shipped | B/O         | Item Number | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |               |               | Unit Price   | Ext. Price |
| 2                  | 2       | 0           | INSTALL     | Glad Hands: No<br>D Rings: 1" X 3" X 3" D-RING W/<br>MOUNT BRACKET<br>Tow Hooks: No<br>Pup Rigging: No<br>Electric Plug: 7 Way<br>Electric Break Controller: BRAKE<br>CONTROLLER - 2 AXLE PROPORTIONAL<br>Install Controller?: Yes, Install<br>INSTALL<br>Installation Location: WI<br>Axle Type: Single Axle<br>Chassis CA/CT: 90"<br>Conspicuity Tape: No<br>Chrome Turnouts: No<br>Wiring in Conduit: Yes<br>Hydraulic Oil: Yes<br>Mudflaps: MUD FLAP 24X36X1/2 BLACK<br>RUBBER<br>Cabshield/Apron Location: WI<br>POWER TAKE OFF<br>PTO Series: Muncie A20 Series<br>PTO Model: 3000 SERIES ELEC/HYC<br>12V SAE B 13T SPLINE STD HOSE KIT<br>114%<br>TARP system -<br>Power: Electric<br>Arm Type: Bent Arm Aluminum<br>Brand: Donovan/Shurco<br>Material: Lumite Mesh<br>Install?: Yes - Installed<br>System: Donovan Bullet 7000 30<br>degree bent aluminum arm electric<br>TARP systembodies |               |               | \$2,800.00   | \$5,600.00 |
| 2                  | 2       | 0           | PTO         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |               |               | \$1,971.67   | \$3,943.34 |
| 2                  | 2       | 0           | TARP SYSTEM |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |               |               | \$1,658.14   | \$3,316.28 |

|                    |             |
|--------------------|-------------|
| Subtotal           | \$37,179.62 |
| Tax                | \$0.00      |
| Ship & Handling    | \$0.00      |
| Crating Fee        | \$0.00      |
| Trade In Allowance |             |

**Please pay total amount due by: 4/10/2025**

Important Note: Purchaser agrees to pay a service charge of 1.5% on all balances over 30 days. Purchaser agrees to pay all collection costs including but not limited to reasonable attorney's fees.

|          |        |
|----------|--------|
| Payments | \$0.00 |
|----------|--------|

|                   |                    |
|-------------------|--------------------|
| <b>Please Pay</b> | <b>\$37,179.62</b> |
|-------------------|--------------------|



# Invoice

**WI-0089842**

Page 1 of 3  
Date 3/11/2025

Warren, LLC  
707 NORTH FIR  
COLLINS MS 39428

Phone (601) 765-8221  
Fax (601) 765-4554  
DumpTrucks.com

| Bill To                                                             | Ship To                                                                              |
|---------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| EMPIRE TRUCK SALES, INC.<br>P.O. BOX 54325<br>JACKSON MS 39288-4325 | EMPIRE TRUCK SALES, INC.<br>BARRY NEWELL<br>US 345 HWY 49 SOUTH<br>RICHLAND MS 39218 |

**Please Remit To:** Warren, LLC  
707 NORTH FIR AVE  
COLLINS MS 39428

| Purchase Order No. |         | Customer ID |                              | Shipping Method                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Payment Terms | Req Ship Date | Order Number |             |
|--------------------|---------|-------------|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------|--------------|-------------|
| NE001048723        |         | EMP208      |                              | CUSTOMER PICKUP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Net30         | 2/10/2025     | WI-041301    |             |
| Ordered            | Shipped | B/O         | Item Number                  | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |               | Unit Price   | Ext. Price  |
| 2                  | 2       | 0           | WXL-10<br>BC70988<br>BC70992 | DUMP BODY - CROSSMEMBERLESS - 10'                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |               |               | \$11,000.00  | \$22,000.00 |
|                    |         |             |                              | VIN SERIAL<br>WE9577 BC72624<br>WE9578 BC72623<br><br>Model: WXL<br>Body Length: 10 ft<br>Frame Style: Frame Type<br>Crossmembers: None -<br>Crossmemberless<br>Long Rails: 8" I-Beam 13.0 lb/ft<br>Front Height: 36"<br>Side Height: 30"<br>Tailgate Height: 36"<br>Floor Material: 3/16" AR-450<br>Front Material: 10 Gauge A-1011<br>Side Material: 10 Gauge A-1011<br>Tailgate Material: 10 Gauge A-1011<br>Side Bracing: Vertical Braces<br>Top Rails: Steel 4X4 .120 Wall<br>Side Brace Qty: 3 |               |               |              |             |
| 2                  | 2       | 0           | TAILGATE                     | Air Operated?: Yes<br>TG Panel: 3 Vertical<br>Slope: None<br>Chains: 5/16"<br>Double Acting: Yes<br>Field Chain Length: CHAIN-TAILGATE<br>72" FOR DOUBLE ACTING<br>Specialty Tailgate: None<br>Material Gate(s): None<br>Water Tight TG: None                                                                                                                                                                                                                                                        |               |               | \$0.00       | \$0.00      |
| 2                  | 2       | 0           | HYDRAULICS                   | Hoist Frame: T10-5383/6383<br>Cylinder: Hyva Cylinder FEE<br>A5-3-83<br>Hoist & Body Mount KIT: T-MODEL -                                                                                                                                                                                                                                                                                                                                                                                            |               |               | \$0.00       | \$0.00      |



# Invoice

WI-0089842

Page 2 of 3  
Date 3/11/2025

Warren, LLC  
707 NORTH FIR  
COLLINS MS 39428

Phone (601) 765-8221  
Fax (601) 765-4554  
DumpTrucks.com

| Purchase Order No. |         | Customer ID |             | Shipping Method                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Payment Terms | Req Ship Date | Order Number |            |
|--------------------|---------|-------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------|--------------|------------|
| NE001048723        |         | EMP208      |             | CUSTOMER PICKUP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Net30         | 2/10/2025     | WI-041301    |            |
| Ordered            | Shipped | B/O         | Item Number | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |               |               | Unit Price   | Ext. Price |
| 2                  | 2       | 0           | DB OPTION   | Double Acting Air Tailgate<br>Hydraulic Tank: Alum Slim Side<br>Mount 24/16/12 Gal<br>Hydraulic Pump: 85CC Gear Pump<br>with DIN Shaft & Tipping Valve<br>Mount Location: Tank Mount<br>Hoses and Fittings: Yes - Hoses<br>Included<br>Kick Out Device: Dump Angle Limit<br>Valve<br>Body Up Indicator: Hyd Pressure<br>Switch<br>Tower Controls: JOYSTICK - FIXED<br>TIPPING - FIXED LOWER - NO PTO<br>PTO Switch: Factory Installed in<br>Dash                                                                                                                                                        |               |               | \$0.00       | \$0.00     |
| 2.00               | 2.00    | 0.00        | PAINT       | Cabshield: Full Width 1/2 (24") -<br>MS<br>Cabshield Light Holes: 2 Round<br>Holes - STD<br>Apron: 6" Asphalt Apron<br>Bolt On Apron: No<br>Center Board Pockets: No<br>Side Boards: Hardwood- 2" x 6"<br>Cap Angle: None<br>D/S Ladder: Retractable Serrated<br>Ladder<br>P/S Ladder: None<br>Walkrail: None<br>Tarp Rail: None<br>Mudflaps Brackets: Yes - MS<br>Grease Fittings: No<br>Gusset Every Crossmembers: No<br>Vibrator: No<br>ANY STANDARD WARREN PAINT<br>Understructure Paint: Black Epoxy<br>Prime<br>Prime Paint: Gray Epoxy Prime<br>Finish Paint: Warren Black<br>Decal Color: White |               |               | \$0.00       | \$0.00     |
| 2                  | 2       | 0           | LIGHT       | Lights/Harness: LED Lights and<br>Standard Harness Kit<br>Oval STT: Grommet Mount STT w/<br>Backup<br>Oval Qty: 1 (Per Post)<br>Strobes: No                                                                                                                                                                                                                                                                                                                                                                                                                                                             |               |               | \$0.00       | \$0.00     |
| 2                  | 2       | 0           | TOW PACKAGE | Install Tow Package?: Yes, Install<br>Pintle Plate: 1/2"<br>Pintle Hitch: 20 Ton Rigid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |               |               | \$1,160.00   | \$2,320.00 |



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MAY 6, 2025**

---

**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the execution of a task order with Foth Infrastructure & Environment, LLC, to perform engineered beach annual monitoring in the amount of \$54,800. (PW/NW)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

---

**ATTACHMENTS:**

1. 05-20-25 25-xxx Authorize Task Order Foth Olsen Engineered Beach Monitoring
2. 2025.03.28 Task Order Foth Olsen Engineered Beach Monitoring

**RESOLUTION NO. 25-xxx**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A  
TASK ORDER WITH FOTH INFRASTRUCTURE & ENVIRONMENT, LLC, TO PERFORM  
ENGINEERED BEACH ANNUAL MONITORING  
IN THE AMOUNT OF \$54,800**

---

**FINDINGS:**

1. The Orange Beach City Council, by Resolution No. 24-157, adopted August 6, 2024, approved a contract with Foth Infrastructure & Environment, LLC, to perform certain professional engineered beach restoration and monitoring services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The City’s Coastal Resources Department has submitted the Task Order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires Foth Infrastructure & Environment, LLC, to perform beach and borrow area surveys and analyses for the 2025 Year-1 annual physical monitoring of the three-party Orange Beach/Gulf State Park/Gulf Shores Beach Restoration Project, as directed by the Alabama Department of Environmental Management Permit #COE-2011-274 and its associated physical monitoring plan.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and Foth Infrastructure & Environment, LLC, on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment to Foth Infrastructure & Environment, LLC, in the amount of \$54,800.00 to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 20<sup>th</sup> DAY OF MAY, 2025.

\_\_\_\_\_  
Renee Eberly  
City Clerk

**C E R T I F I C A T E**

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on My 20, 2025.

\_\_\_\_\_  
City Clerk

2618 Herschel Street  
Jacksonville, FL 32204  
(904) 387-6114  
foth.com

March 28, 2025

TO: Phillip West – Director, Coastal Resources, City of Orange Beach  
CC: Nicole Woerner – Deputy Director, Coastal Resources, City of Orange Beach  
Ben Gross, P.E. – Project Coastal Engineer, Foth | olsen  
FR: Albert E. Browder, Ph.D., P.E., *AEBS* Senior Coastal Engineer and Client Manager, Foth | olsen  
RE: **Task Order 2025-01**  
**2025 Year-1 Annual Physical Monitoring for Engineered Beach Project**  
**Orange Beach/Gulf State Park/Gulf Shores Beach Restoration Project**  
**Orange Beach – Romar Beach and Perdido Key**

---

Please see the attached Task Order for the Year-1 physical monitoring survey of engineered beach conditions in Orange Beach along the Romar Beach and Perdido Key segments of the Orange Beach/Gulf State Park/Gulf Shores Beach Restoration Project, as described in the project permits and associated physical monitoring plan. The beach profile survey and analyses will update the condition of the engineered beach and will document conditions prior to the 2025 storm season. A subtask is also included to survey portions of the offshore Borrow Areas #1 and #5 which will be compared to historical surveys for sand availability in these areas. As in previous efforts, surveys will be performed by a professional survey firm, under the direction of a Certified Hydrographic Surveyor. Beach and borrow area surveys are planned for Summer 2025. The analyses shall be supported with digital aerial photography sourced from a subscription service, utilizing the most recent dataset available (October 2024).

The subtasks and cost listed in the Task Order represent the Orange Beach share of the monitoring work proposed for the entire three-party project, (not including the Gulf State Park fishing pier seabed condition survey which the Alabama Department of Conservation and National Resources will be solely responsible for). The survey profiles, borrow area survey, and digital aerial orthophotography cost have been pro-rated amongst the three parties based upon shoreline length, while the analyses for the unified project report are split evenly into thirds. The Task Order is thus written for the Orange Beach portion of the annual monitoring.

Please do not hesitate to contact us with any questions. Thank you.

Attachment: Proposal for Task Order 2025-01

**Project Title:** 2025 Yr-1 Physical Monitoring

**FOTH Project Number:** 00250tbd.00

**CLIENT Project Number:**

This Task Order (in addition to and subject to the conditions contained in the Master Agreement for Services dated **August 13, 2024**), (hereinafter "Task Order"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, **2025**, by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **Client**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

**Client:** City of Orange Beach, AL

**Address:** PO Box 458, 4697 Walker Avenue, Orange Beach, AL 36561

**Phone No:** 251-981-1180

**Email Address:** pwest@orangebeachal.gov;  
nwoerner@orangebeachal.gov

**Scope of Services:** Client hereby agrees to retain Consultant to perform the following Services:

Beach and borrow areas surveys and analyses for 2025 Yr-1 Physical Monitoring (see Exhibit A less Subtask 1.2)

**Schedule:** Services shall be performed according to the following schedule:

May 1, 2025 to September 30, 2025

**Compensation:** In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

☒ **Lump-Sum in the amount of \$54,800.00**

☐ Unit Cost/Time Charges (Standard Rates) with a total amount not-to-exceed \$ \_\_\_\_\_.00

☐ Unit Cost/Time Charges (Standard Rates) for an estimated cost of \$ \_\_\_\_\_.00

☐ Other as stated here:

**Special Conditions (if any):**

none

**Entire Agreement:** This Task Order, along with other approved project-specific Task Orders, together with and subject to the Master Agreement for Services referenced above, constitutes the entire understanding between the parties with respect to the subject matter hereof. This Task Order may be modified by subsequent written addenda mutually agreeable by both parties.

IN WITNESS WHEREOF, this Agreement is accepted on the date first written above, subject to the terms and conditions above stated and the provisions set forth herein.

**CITY OF ORANGE BEACH, AL**

**FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**

*Signed:*

**Name (printed):** Phillip West

**Title:** Director, Coastal Resources

**Date:**

*Signed:*

**Name (printed):** Albert E. Browder, Ph.D., P.E.

**Title:** Sr. Coastal Engineer & Client Team Leader

**Date:** March 28, 2025

*Signed:*

**Name (printed):** Ben Gross, P.E.

**Title:** Coastal Engineer

**Date:** March 28, 2025

## EXHIBIT A

### 2025 Year-1 Annual Physical Monitoring of Engineered Beach Project Orange Beach/Gulf State Park/Gulf Shores Beach Restoration Project

ADEM Permit No. COE-2011-274-COE  
USACE Permit No. SAM-2011-0687-DEM

#### Annual Monitoring Scope of Work

Scope Prepared by:  
Foth Infrastructure & Environment, LLC | Olsen Associates, Inc. (Foth | Olsen)  
2618 Herschel St.  
Jacksonville, FL 32204  
(904) 387-6114

---

### Overview & Purpose

The purpose of the task is to conduct the 2025 Year-1 annual physical monitoring of the three-party Orange Beach/Gulf State Park/Gulf Shores Beach Restoration Project, as directed by the Alabama Department of Environmental Management Permit #COE-2011-274 and its associated physical monitoring plan. The monitoring likewise is conducted as part of the ongoing Beach Monitoring and Maintenance Plan for the engineered beach project to support and maintain the eligibility of the project for FEMA assistance in the event of a declared disaster (e.g., damaging tropical storm impact). The total monitored area extends over eighteen miles, from just east of the AL/FL State Line, to just beyond the Laguna Key subdivision in Gulf Shores, including established survey monuments B-04 eastward to monument A-97 (98 transects, see **Figure 1**). The project likewise includes periodic surveys of the offshore sand borrow sites (last surveyed immediately post-construction in 2024). The project was last nourished between 30 October 2023 and 04 February 2024.

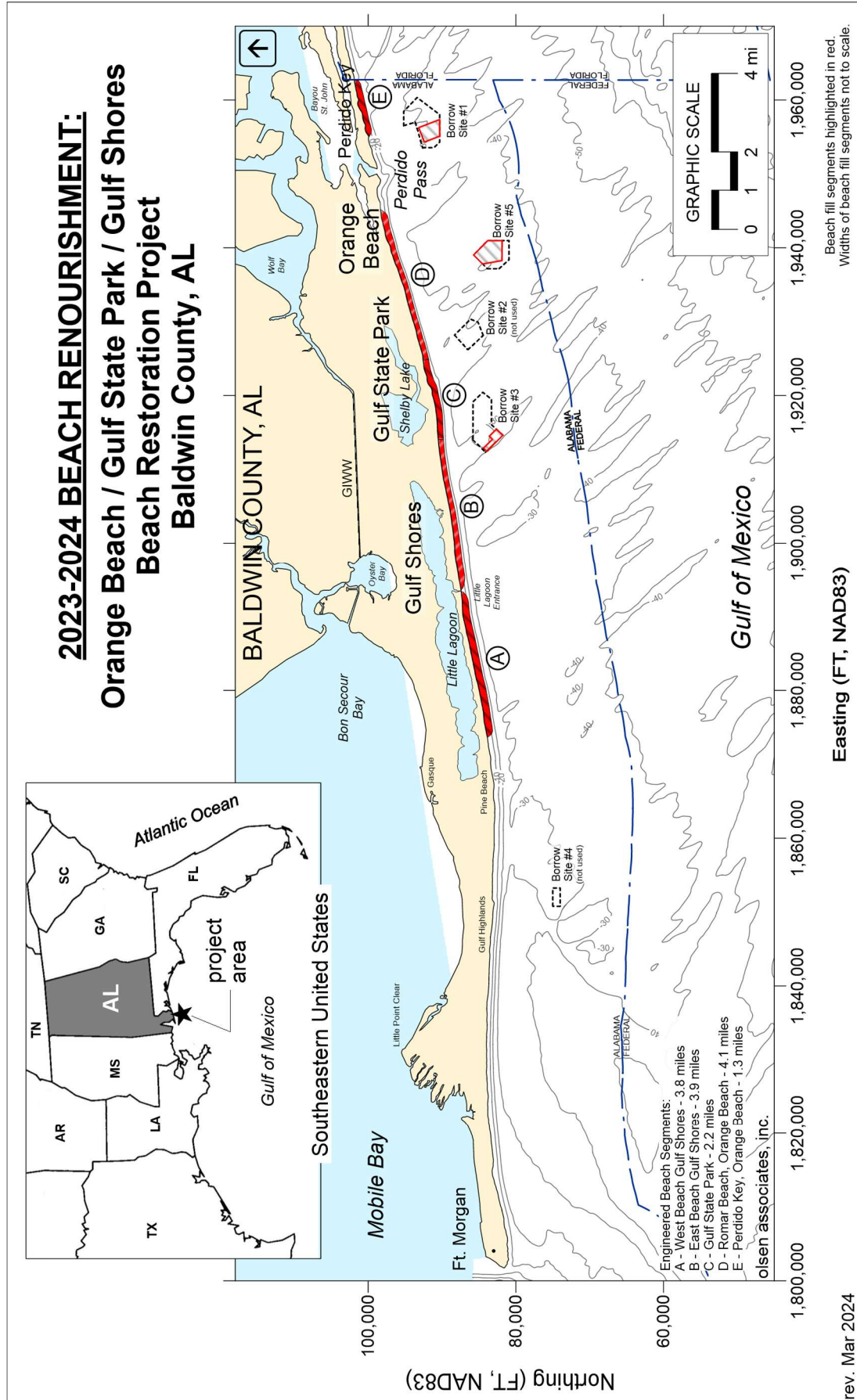
### **Subtask 1.0 – Beach Profile Surveys**

Beach Profile Survey Transects - Consistent with the physical monitoring plan and previous surveys of the project shoreline, a certified hydrographic surveyor (subcontractor) will conduct the beach and offshore project surveys for the Year-1 annual monitoring. These data shall be collected in accordance with Standards of Practice for Surveying in the State of Alabama and in general conformance with the Florida Department of Environmental Protection standards for data collection for monitoring projects.

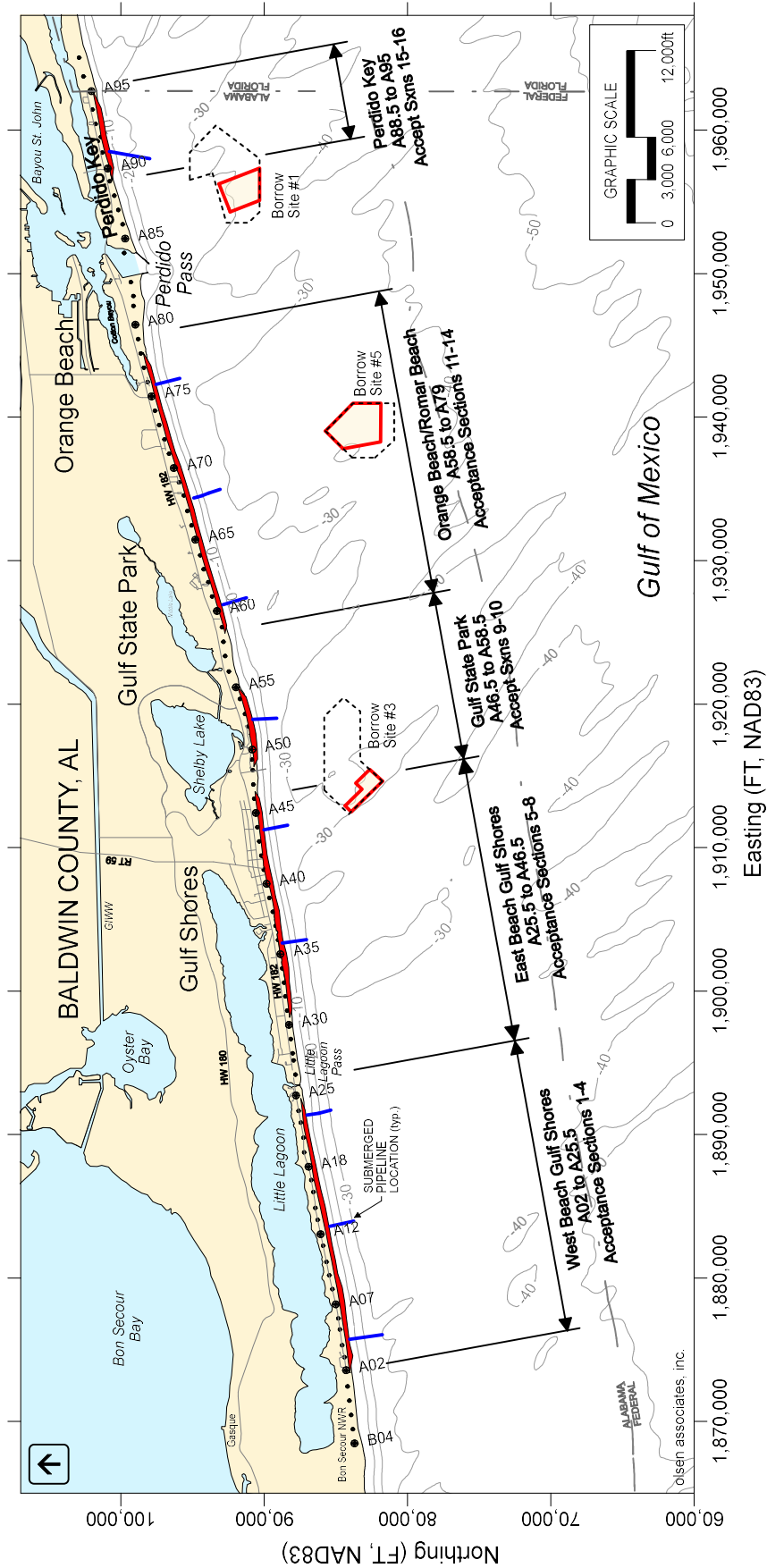
<https://www.aspls.org/standards>

<https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf>

98 beach and offshore profile lines, B-04 to A-97, shall be surveyed and the data provided to the Engineer (Orange Beach – 39 lines, GSP – 12 lines, Gulf Shores – 47 lines, See **Figure 2**). Engineer shall provide ongoing liaison tasks with Client, survey subcontractor, and with neighboring Bon Secour National Wildlife Refuge personnel (B-04 to A-01).



**Figure 1.** Location map – Orange Beach/Gulf State Park/Gulf Shores Beach Restoration Project – Baldwin County, AL. Plotted borrow sites indicate the 2023-2024 site limits (Borrow Sites #2 and #4 were not utilized in 2023-2024). Monitoring lines extend west and east beyond the fill limits shown.



**Figure 2.** Project Limits and Monument Locations for the 2023/2024 renourishment of the Orange Beach / Gulf State Park / Gulf Shores Beach Restoration Project.

Digital Aerial Orthophotography - Consultant shall acquire (download) the latest digital color orthophoto imagery set of the project area from the NearMap subscription service for incorporation into the monitoring analyses. These data shall be collected in general accordance with the Florida Department of Environmental Protection, Bureau of Beaches and Coastal Systems (FDEP BBCS) monitoring standards for beach erosion control projects

<https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf>

The limits of photography shall begin at a point approximately one mile west of Laguna Key in Gulf Shores, AL, and shall extend westward along the Gulf of Mexico shoreline to a point approximately one mile east of the AL/FL State Line. Digital orthophotos (image tiles, with associated world files) will be produced, corrected to the State Plane Coordinate System (NAD83, Alabama West Zone Zone). Image tiles are typically provided at resolutions of 0.4-ft/pixel (approx.).

#### Subtask 1.0 – Deliverables

Surveyor shall provide to the Engineer electronic copies of the survey data in the prescribed datums. Surveyor shall likewise provide to Engineer (and Owner) an electronically-signed PDF-format set of the survey drawings. Plots of historical beach profiles shall be prepared by the Engineer and provided as part of the analyses (Subtask 2.0). Plots of recent aerial photography, at a scale of 1":500' or 1":600' shall be provided.

#### Subtask 1.1 – Borrow Areas Survey

A hydrographic survey will be performed within a portion of Borrow Area No. 1 and the majority of Borrow Area 5 and will be collected using a single-beam system continuous recording survey fathometer.

#### Subtask 1.1 – Deliverables

Surveyor shall provide to the Engineer electronic copies of the survey data in the prescribed datums. Surveyor shall likewise provide to Engineer (and Owner) an electronically-signed PDF-format set of the fathometer survey drawing. Engineer shall provide a map and description of the current condition, as well as comparison to older data (where available).

#### Subtask 1.2 (ADCNR only) ADCNR Gulf State Park fishing pier seabed condition survey

In the vicinity of the Gulf State Park fishing pier near reference monument A-48, surveyor shall acquire a high-resolution multibeam survey of the seabed under and immediately adjacent to the pier for purposes of monitoring the seabed elevation relative to the pier pilings. Survey coverage shall cover the structure footprint and extend along 200 ft to either side and offshore of the pier footprint. Landward coverage shall extend as far landward as possible given equipment and vessel draft constraints (approximately 10 ft depths or shallower).

#### Subtask 1.2 – Deliverables

Surveyor shall provide to the Engineer electronic copies of the survey data in the prescribed datums. Surveyor shall likewise provide to Engineer (and Owner) an electronically-signed PDF-

format set of the multibeam survey drawing. Engineer shall provide a map and description of the current condition, as well as comparison to older data (where available).

### **Subtask 2.0**

#### **QA/QC, analyses, management, engineering and reporting, regulatory documentation.**

The Consultant shall prepare a detailed annual project monitoring report. The purpose of the report shall be to update the project database prior to the upcoming tropical storm season, summarize the annual and cumulative changes in the beach conditions, and assess project performance. The report shall include graphic presentations of temporal and cumulative changes of selected beach contours over time. Volumetric changes at each survey profile and throughout the limits of fill shall be computed and presented in tabular and graphic forms in a segment-by-segment fashion. Aerial photography will be utilized to further analyze shoreline changes that may occur between survey lines (beach cusps, rhythmic bar features, etc.). Changes over time within and adjacent to the constructed borrow sites, if surveyed, shall be quantified and discussed. Analyses shall discuss shoreline change trends, potential cause and effect relationships, building proximity (and vulnerability) to the MHWL, storm impacts, and other littoral impacts. Net changes to the adjacent shorelines shall be assessed.

Report(s) of findings shall be submitted annually approximately 120 days subsequent to each major monitoring survey. The surveys, aerials, and reports have proven invaluable in documenting not only pre-storm conditions for FEMA-declared disasters (Hurricanes Ivan, Dennis, Katrina, Gustav, Ike, Ida, Isaac, Nate, and Sally), but also providing clear information regarding the efforts of the three-party Owner group in maintaining an engineered beach eligible for post-disaster assistance from FEMA. This eligibility is critical for the post-storm restoration of the project.

#### Sub-task includes:

- Contract and Subcontractor management,
- Data quality control and quality assurance,
- Data assimilation/formatting per contract specifications,
- Permit maintenance and annual reporting to regulatory agencies (ADEM, COE, DCNR),
- Client assistance with beach tilling operations (if and when necessary),
- Update of post-construction history:
  - Overall project history
  - Storms
  - Wave climate for prior year
  - Other beach impacts
  - Beach maintenance activities,
- Update of sea turtle nesting activities upon project shoreline,
- Analysis of shoreline position changes (graphical and tabular data created):
  - Most recent annual intersurvey-period

- Since renourishment (2023-2024)
  - Since restoration (pre-restoration dates vary)
  - Interpretation of aerial photography and effects of alongshore variations
- Analysis of beach volume changes (graphical and tabular data created):
  - Most recent annual intersurvey-period
  - Since renourishment (2023-2024)
  - Since restoration (pre-restoration dates vary)
  - Analysis of percentage of placed sand remaining
  - Interpretation of aerial photography and effects of alongshore variations
- Analysis of borrow area changes and sand volume status (when surveyed)
- Interpretation and summary of overall project performance
  - Relative to design intent
  - Relative to particular beach impacts experienced
- Recommendations for Future Activities,
- Preparation of historical beach profile plots, including most recent survey,
- Preparation of shoreline aerial maps,
- Assembly of submittals
  - Electronic copy of report (PDF format)
- Document preparation and distribution

Subtask 2.0 – Deliverables Electronic copies of the monitoring report and appendices shall be provided in \*.PDF format to the Owner group and to the appropriate regulatory and State agencies. NOTE that the report will encompass the entire project area shoreline (18 miles). Survey data shall be provided in \*.PDF and ASCII text formats as appropriate. Electronic data shall be transmitted via e-mail or digital download link from Foth|Olsen. If desired, hardcopies of the monitoring report can be printed, bound and provided to each Owner group.



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MAY 6, 2025**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing execution of professional services agreements with Alicia Arrington for special needs aide services for the Expect Excellence Program. (PP/SC)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 05-20-25 25-xxx Authorize Professional Services Agreement Special Needs Aide Expect Excellence Arrington
2. 2025.05.02 Professional Services Agreement Special Needs Aide Arrington

**RESOLUTION NO. 25-xxx**

**A RESOLUTION AUTHORIZING EXECUTION OF  
PROFESSIONAL SERVICES AGREEMENTS WITH  
ALICIA ARRINGTON  
FOR SPECIAL NEEDS AIDE SERVICES FOR THE EXPECT EXCELLENCE PROGRAM**

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**FINDINGS:**

1. The City of Orange Beach's Expect Excellence program is in need of special needs aide services.
2. The City of Orange Beach has reached an agreement (attached Exhibit A) with Alicia Arrington whereby Alicia Arrington will provide special needs aide services for the City of Orange Beach.
3. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

**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 agreements in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Alicia Arrington as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective upon its adoption.

**ADOPTED THIS 20<sup>th</sup> DAY OF MAY, 2025.**

\_\_\_\_\_  
Renee Eberly  
City Clerk

**C E R T I F I C A T E**

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on May 20, 2025.

\_\_\_\_\_  
City Clerk

## PROFESSIONAL SERVICES CONTRACT

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

1. Recitals.

WHEREAS, the City desires to engage Contractor to provide special needs assistance for its Expect Excellence summer program;

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

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

2. Services to be Performed.

- a) Contractor will provide special needs services necessary to achieve the goals of the City's Expect Excellence summer program.
- b) Contractor will perform such other services with regard to the City's Expect Excellence program as are mutually agreed to between the Contractor and the City.

3. Compensation.

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$40.00 per hour, plus pre-approved expenses incurred as part of Contractor's performance of this contract, in accordance with City policies. Pre-approved expenses include approximately \$65 for insurance fees and \$67 for business licensing.
- b) Contractor agrees to abide by the City's established policies.
- c) Contractor shall be paid every two weeks, upon the City's receipt of a properly documented invoice for services performed.

4. Term.

The term of this Agreement is ten (10) weeks commencing May 27, 2025, and ending August 2, 2025.

5. Independent Contractor.

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

6. Insurance.

- a) For the term of this Agreement, the Contractor shall acquire and maintain in full force and affect the policy of insurance evidenced by the certificate of insurance attached hereto, with the City being named as an additional insured.

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

7. Assignment.

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

8. Compliance with Law.

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

9. Termination.

- a) Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement and have no further obligation to Contractor.
- b) This Agreement may also be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate. Upon termination, Contractor shall be paid pro rata for all services actually rendered up to the effective date of termination.

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

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

13. Law Governing.

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

14. Permits, etc.

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

15. Notices.

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

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

And to Contractor:

Phoebe Alicia Arrington  
18172 S Section St. #1203  
Fairhope, AL 36532

Copy to:  
City Attorney  
Post Office Box 458  
Orange Beach, AL 36561

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

CITY OF ORANGE BEACH

By: \_\_\_\_\_  
Tony Kennon  
Mayor

ATTEST:

\_\_\_\_\_  
Renee Eberly, City Clerk

CONTRACTOR

\_\_\_\_\_  
Alicia Arrington, an Individual

STATE OF ALABAMA  
COUNTY OF BALDWIN

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

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

(SEAL)

\_\_\_\_\_  
Notary Public  
State of Alabama  
My Commission Expires: \_\_\_\_\_

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STATE OF ALABAMA  
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Alicia Arrington, an individual, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of the above and foregoing agreement, she executed the same voluntarily for and as the act of said corporation on the day the same bears date.

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

(SEAL)

\_\_\_\_\_  
Notary Public  
State of Alabama  
My Commission Expires: \_\_\_\_\_



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MAY 6, 2025**

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**Departments:** City Clerk

**Description of Topic:** Ordinance accepting ownership of the Bear Point Cemetery and amending the Code of Ordinances to establish a new chapter entitled, "Municipal Cemetery." (JL)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 2025-xxxx Accept Ownership Bear Point Cemetery Add Chapter Municipal Cemetery

**ORDINANCE NO. 2025-xxxx**

**AN ORDINANCE ACCEPTING OWNERSHIP OF THE  
BEAR POINT CEMETERY AND AMENDING THE CODE OF ORDINANCES  
TO ESTABLISH A NEW CHAPTER ENTITLED, "MUNICIPAL CEMETERY"**

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**FINDINGS:**

1. The City of Orange Beach, Alabama, has the power to own, regulate, and control municipal cemeteries pursuant to Ala. Code § 11-47-40 et seq.
2. The Orange Beach Volunteer Fire Department (hereinafter "OBVFD") voted at their November 16, 2022, OBVFD Board Meeting to dissolve the OBVFD and distribute its assets, also voting that the Bear Point Cemetery be donated to the City of Orange Beach. The minutes from this meeting are attached hereto as Exhibit A.
3. The City wishes to accept ownership of the Bear Point Cemetery and establish regulations for the maintenance and control of such as a municipal cemetery as allowed by the above-referenced statutes.
4. The City Council believes that accepting ownership of the Bear Point Cemetery and amending the City of Orange Beach Code of Ordinances to establish a new chapter entitled, "Municipal Cemetery," outlining the policies and procedures for maintenance and control of a municipal cemetery is in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor and City Clerk are hereby authorized to execute, deliver, seal, and attest such agreements, undertakings, documents, closing statements, affidavits, and certificates, and to take such other actions on behalf of the City as may be necessary or desirable to carry out the transactions contemplated by this Ordinance;
2. That the Mayor shall appoint a full-time City employee to act as the Cemetery Director who shall oversee the operation and maintenance of Orange Beach municipal cemeteries and shall be authorized to enforce the policies outlined in;
3. That the Bear Point Cemetery be deemed as a Municipal Cemetery, subject to transfer of any and all necessary titles, deeds, or other such documents to the City of Orange Beach, Alabama;
4. That the City of Orange Beach Code of Ordinances be amended to establish a new Chapter entitled, "Municipal Cemetery," which shall read as follows:

Chapter \_\_ - MUNICIPAL CEMETERY

ARTICLE I. - IN GENERAL

Sec. \_\_. - General provisions.

- (a) The City of Orange Beach Cemetery Director shall be appointed by the Mayor and is hereby charged with the administration, maintenance, and management of Orange Beach municipal cemeteries.
- (b) The administration, maintenance and management include the following:
  - (1) Sale of individual burial plots;

- (2) Maintenance of records regarding occupied plots, vacant plots already sold, and vacant plots available for sale;
- (3) Supervision of activities associated with the marking of, digging and preparation of plots and placement of monuments;
- (4) Supervision of cemetery maintenance activities including, but not limited to, grass mowing and trimming, removal of unauthorized flowers, plants, or other items identified by the ordinance from which this article was derived;
- (5) Supervision of improvements within the grounds and upon all plots and graves, including planting, sodding, survey and improvements generally;
- (6) Enforcement of various cemetery rules specified in these policies and procedures;
- (7) All procedures, rules and schedules authorized by the ordinance from which this article was derived shall be kept by the Cemetery Director at City Hall.

Sec. \_\_\_\_ - Sale of burial plots.

- (a) The Cemetery Director shall establish efficient procedures for the sale of vacant burial plots.
- (b) The procedures shall include the preparation and use of a purchase application and deed form to ensure proper record keeping of individual burial plots.
- (c) The cost of an individual burial plot and fees for opening and closing a burial site shall be established by a schedule approved by the mayor and city council by resolution which may be modified by resolution of the mayor and city council. At the time of purchase, all plots shall be paid for in full. No plots will be reserved without full payment.
- (d) Burial plots may be purchased by individuals or families for personal or family use only and may not be purchased by businesses or corporations.
- (e) Title to previously purchased plots may not be transferred to individuals who are not members of the owner's family without the right of first refusal by the City of Orange Beach. Repurchase of such plots by the city shall be for an amount not to exceed the amount specified in the price schedule authorized by the ordinance from which this article was derived.
- (f) The city must be notified of every transfer of title to a burial plot. Any title transfer of burial plots shall require a twenty-five dollar (\$25.00) transfer fee. Notice of title transfer is required in order that the cemetery may at all times have a complete and accurate record of all owners and purchasers.
- (g) All terms and conditions for purpose of interment rights must be stated in the purchase contract which may be done by incorporation by reference. Verbal agreements or representations will not be recognized.
- (h) The size of each plot shall be \_\_\_\_\_ square feet. Only one interment per plot will be permitted with exception of cremations.
- (i) The Cemetery Director is authorized to execute deeds conveying cemetery plots on behalf of the city.

Sec. \_\_\_\_ - Burial and monument placement policies.

- (a) Prior to a burial or installation of a monument, the plot owner or his designee shall complete the required plot "use" documents provided by the Cemetery Director. The documents shall, at a minimum, include the following information:
  - (1) Cemetery addition number;

- (2) Cemetery section number or letter;
- (3) Cemetery block number;
- (4) Burial plot number;
- (5) Owner of burial plot;
- (6) Name of person being buried;
- (7) Name, address, and phone number of contact person.

(b) Only one headstone per plot will be permitted.

Sec. \_\_. - Maintenance policies.

- (a) All interments will require a minimum of twenty-four (24) inches between the ground surface and the top of the burial vault or concrete liner, or casket.
- (b) Only one interment per plot will be allowed except for interment of cremations.
- (c) No grading of property is permitted.
- (d) No plot shall be raised above grade level.
- (e) No enclosures of any kind including coping, fences, ditches, or hedges shall be installed around a grave or plot after the effective date of the ordinance from which this article was derived. The city shall have the right to remove enclosures around the grave or plot that have deteriorated.
- (f) After the effective date of the ordinance from which this article was derived, no additional trees, shrubbery, or plantings shall be permitted in the cemetery except as placed by the city.
- (g) No more than three (3) bouquet or flower holders shall be installed per interment.
- (h) All permanent flowers shall be placed in a vase or a saddle on a monument.
- (i) No glass containers are allowed. No wire or metal anchors are permitted to anchor flowers in the ground.
- (j) No metal crooks to hold flowers are permitted.
- (k) Flowers, artificial or live, that have faded or deteriorated will be removed at the discretion of the Cemetery Director.
- (l) All maintenance policies above will be approved by the Cemetery Director and the Advisory Board as established in Article II.

Sec. \_\_. - Monument and grave marker policies.

- (a) Prior to the setting of any monument or grave marker, the plot owner or his designee must obtain approval from the Cemetery Director.
- (b) Monument companies are responsible for obtaining permission from the Cemetery Director to set monuments or markers.
- (c) No monument is to extend beyond the boundary line of a plot.
- (d) All foot markers and slabs must be installed flush with the ground level.
- (e) Under no circumstances shall any monument or grave marker be moved for access to another gravesite. The Cemetery Director may require graves to be dug by hand rather than with mechanical equipment.

- (f) No trucks or heavy equipment shall be permitted on cemetery roads without appropriate ground protection. Any company or individual causing damage to the cemetery will be responsible for repairing the damage.
- (g) Monuments and grave markers will be set only during working hours of the Cemetery Director.
- (h) Monument companies are responsible for obtaining permission from the Cemetery Director to set monuments or markers.
- (i) If any memorial or any structure, or any inscription to be placed on a memorial or structure, shall be determined by the Cemetery Director, in its sole discretion, to be offensive or inconsistent with the overall plan for the cemetery development, the Cemetery Director shall have the right to enter upon such plot and remove, change or correct the offensive or improper objects or inscriptions.

Sec. \_\_. - Cremations.

Two (2) cremation urns shall be allowed per plot. The top of the urn must be placed at least twenty-four (24) inches below the ground surface. Only one (1) headstone per plot shall be allowed to memorialize the cremations placed in that plot.

Sec. \_\_. - General regulations.

- (a) No dogs shall be permitted in the cemetery.
- (b) Bringing food, beer, wine or intoxicating liquors within the cemetery is strictly forbidden.
- (c) Boxes, shells, toys, glassware, sprinkling cans, bird houses, receptacles and other items of personal property are discouraged but will be permitted on a temporary basis on a grave or plot. The Cemetery Director shall have the discretion to remove items on grave sites that have deteriorated or interfere with the maintenance of the cemetery.
- (d) No wooden or metal bench or chair nor any wooden or metal trellis shall be permitted to be installed.
- (e) The city is not responsible for theft or damage to anything placed on graves or plots.
- (f) No person will be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the cemetery.
- (g) Interment in the cemetery shall be for human remains only.
- (h) No person shall be allowed in the cemetery before sunrise or after sunset.

ARTICLE II. - ADVISORY BOARD

Sec. \_\_. - Selection of members.

The Advisory Board shall be made up of seven members, all of which shall be appointed by the Mayor.

Sec. \_\_. - Terms of members.

Three (3) of the initial at large members shall serve one-year terms, two (2) of the initial at large members shall serve two-year terms and two (2) of the at large members will serve three-year terms. At the expiration of each term of an initial at large member, the appointment for all following terms shall be three (3) years. The board will meet as needed. Members shall serve without compensation.

Sec. \_\_. - Voting.

Only the at large members shall be entitled to vote. A quorum shall consist of four (4) at large members and a quorum must be present in order for a vote to occur. Any recommendation to be made

by the advisory board to the city council shall require a majority vote of those present who are entitled to vote.

Sec. \_\_. - Duties.

The board is advisory only and provides recommendations to the city council on matters concerning long range planning, development, use and improvements of the city cemetery.

5. That a determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part of this Ordinance shall not affect the validity of the remaining parts of this Ordinance;
6. That all ordinances or parts of ordinances in conflict are, to the extent of such conflict, repealed; and
7. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 20<sup>th</sup> DAY OF MAY, 2025.

\_\_\_\_\_  
Renee Eberly  
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies that the foregoing **ORDINANCE 2025-xxxx** was posted on \_\_\_\_\_ in the following three

(3) public places:

Orange Beach City Hall \_\_\_\_\_  
Orange Beach Post Office \_\_\_\_\_  
Orange Beach Public Library \_\_\_\_\_

\_\_\_\_\_  
Renee Eberly, City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MAY 6, 2025**

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**Departments:** City Clerk

**Description of Topic:** Ordinance declaring City-owned real property as unneeded for municipal purposes and authorizing the execution of a real estate purchase agreement with The Wharf Landing, LLC. (JL)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 2025-xxxx Declare Surplus Real Property Authorize Sale Agreement Wharf Landing
2. 2025.05.02 Real Property Purchase Agreement Wharf Landing Lots 1 4 Express Village

**ORDINANCE NO. 2025-xxxx**

**AN ORDINANCE DECLARING CITY-OWNED REAL PROPERTY AS UNNEEDED  
FOR MUNICIPAL PURPOSES AND AUTHORIZING THE EXECUTION OF A  
REAL ESTATE PURCHASE AGREEMENT WITH THE WHARF LANDING, LLC**

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**FINDINGS:**

1. Section 11-43-56 *Code of Alabama* (1975), provides that the City Council shall have the management and control of the finances and all of the property, real and personal, belonging to the City.
2. Section 11-47-20 *Code of Alabama* (1975) provides that the City Council may, by ordinance to be entered in its minutes, direct the sale of any real property not needed for public or municipal purposes and direct the Mayor to enter into such an agreement.
3. The City of Orange Beach, Alabama, has determined that real property described as Lots 1 and 4 of Resub of Express Village Subdivision in the attached Real Estate Purchase Agreement, owned by the City of Orange Beach, Alabama, is no longer needed for public or municipal purposes beyond the provision of a retained access easement.
4. The City of Orange Beach, Alabama, and The Wharf Landing, LLC, have reached an agreement (attached Exhibit A) wherein The Wharf Landing, LLC, shall purchase the above-described property under such provisions as listed within the attached agreement.
5. Having reviewed the attached Real Estate Purchase Agreement, the City Council has determined that it is in the best interests of the City of Orange Beach, Alabama, to declare the above-referenced property as unneeded for municipal purposes and to authorize the sale of said property to The Wharf Landing, LLC.

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

1. That it is hereby established and declared that the property described in Section 1 of the attached Real Estate Purchase Agreement is not needed for public or municipal purposes;
2. That the Mayor is hereby authorized to execute the agreement in substantially the form and of substantially the content now before the City Council between the City of Orange Beach and The Wharf Landing, LLC, as an act for and on behalf of the City of Orange Beach, subject to final approval by the City Attorney;
3. That the proceeds derived from such sale shall be deposited in the General Fund of the City of Orange Beach;
4. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

**ADOPTED THIS 20<sup>th</sup> DAY OF MAY, 2025.**

---

Renee Eberly  
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies  
that the foregoing **ORDINANCE 2025-xxxx**  
was posted on \_\_\_\_\_ in the following three

(3) public places:

Orange Beach City Hall \_\_\_\_\_

Orange Beach Post Office \_\_\_\_\_

Orange Beach Public Library \_\_\_\_\_

\_\_\_\_\_  
Renee Eberly, City Clerk

## **REAL ESTATE PURCHASE AGREEMENT**

THIS REAL ESTATE PURCHASE AGREEMENT (this “Agreement”) is made and entered into effective as of the \_\_\_ day of May, 2025 (the “Effective Date”) by and between the **CITY OF ORANGE BEACH, ALABAMA**, an Alabama municipal corporation (“Seller”), and **THE WHARF LANDING, LLC**, a Louisiana limited liability company (“Buyer”).

In consideration of \$10.00 to be paid by Buyer to Seller, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the agreements herein contained, Seller and Buyer hereby agree as follows:

1. **AGREEMENT TO SELL AND PURCHASE.** Seller hereby agrees to sell and convey those certain tracts of real property known as Lots 1 and 4 of Resub of Express Village Subdivision, as recorded on Slide No. 2182-C, 2182-D and 2182-E in the Office of the Judge of Probate, Baldwin County, Alabama (the “Property”), and Buyer hereby agrees to purchase and accept the Property from Seller, under the terms and conditions of this Agreement.
2. **PURCHASE PRICE.** The purchase price for the Property shall be \$180,500.00 (the “Purchase Price”).
3. **BUYER’S DUE DILIGENCE.** The period commencing as of the Effective Date and expiring thirty (30) days after the Effective Date, is referred to herein as the “Due Diligence Period”. Seller hereby grants to Buyer and its agents and contractors a license from the Effective Date through the end of the Due Diligence Period to fully inspect the Property and make such inspections, tests, reports and investigations of the Property as it reasonably desires; provided, however, Buyer agrees not to perform any invasive boring on the Property without Seller’s written consent, which may be withheld in Seller’s sole discretion. Buyer agrees to indemnify, defend and hold Seller harmless from and against any and all loss, cost, claim, action, demand or liability which may arise against or be incurred by Seller from any injury to the Property or persons occurring on or about the Property arising or alleged to have arisen from Buyer’s (or Buyer’s agents or contractors) entry upon the Property for the purpose of such tests or inspections or any other purpose pursuant to this Agreement. This obligation of indemnity shall survive Closing or termination of this Agreement. Upon completion of Buyer’s inspections and tests, Buyer shall restore the Property to substantially the same condition as it existed before Buyer’s entry upon the Property, which obligation shall survive the termination of this Agreement. Buyer agrees to furnish to Seller, upon request, any due diligence materials and reports that Buyer obtains with respect to the Property, which obligation shall survive any termination hereof.
4. **TITLE AND SURVEY MATTERS.** Buyer will order a title commitment for the Property (the “Commitment”) from the same title company that insured title to the Property when Seller acquired it (the “Title Company”), together with legible copies of all instruments referred to therein as recorded exceptions or restrictions. Buyer will provide a copy of the Commitment and such exceptions to Seller, promptly upon receipt thereof. Buyer, at Buyer’s expense, may obtain a survey of the Property (the “Survey”). Buyer shall cause Seller to be named as an addressee of any Survey that it obtains. Any matters which are disclosed by the Commitment or which are disclosed by the Survey (other than liens and encumbrances which secure the payment

of indebtedness or assessments, or are otherwise dischargeable by payment of money) are referred to as “Permitted Exceptions”.

5. **CLOSING.** Unless this Agreement is earlier terminated under Section 10, the consummation of the sale of the Property (the “Closing”) shall take place within ten (10) days after the expiration of the Due Diligence Period (the “Closing Date”), on such date as may be specified by Seller, subject to the reasonable approval by Buyer. The Closing shall take place in escrow at the offices of the Title Company, or at such other place as may be mutually agreed upon by Buyer and Seller. Either party shall be entitled to close on the Property by mail or overnight carrier and need not be physically present at closing.

6. **SELLER’S CLOSING OBLIGATIONS.** At the Closing, Seller shall execute, acknowledge and deliver to Buyer a statutory warranty deed in recordable form, conveying fee simple title to the Property, free and clear of any liens or encumbrances, subject only to the Permitted Exceptions. Additionally, Seller shall execute, acknowledge and deliver such customary affidavits and other closing documents (including a HUD-1 settlement statement) as may be reasonably required by the Title Company, but Seller will not be obligated to indemnify the Title Company in relation thereto.

7. **BUYER’S CLOSING OBLIGATIONS.**

7.1 **General Obligations.** At the Closing, Buyer shall pay the Purchase Price in immediately available funds, by wire transfer, subject to such credits, prorations and adjustments as are provided for under this Agreement. Additionally, Buyer shall execute, acknowledge and deliver such customary affidavits and other closing documents (including a HUD-1 settlement statement) as may be reasonably required by the Title Company, but Buyer will not be obligated to indemnify the Title Company in relation thereto.

7.2 **Ingress and Egress Easement.** At the Closing, Buyer shall execute, acknowledge and deliver an easement in favor of the Seller providing Seller with an easement across Lot 1 Resub of Express Village Subdivision for north to south rights of ingress and egress, with respect to the Seller’s property north of said Lot 1, connecting to Brown Lane. The form of such easement will be prepared by counsel for Seller, but subject to approval by Buyer, such approval not to be unreasonably withheld. The easement shall require Buyer to pave and maintain such easement area from time to time, to afford reasonable access from Brown Lane to the Seller’s parcel north of said Lot 1.

7.3 **Access Point Agreement.** It is acknowledged that The Baldwin County Bridge Company, L.L.C. has heretofore entered into that certain Agreement to Grant Access Point and Access Easement with Seller recorded as Instrument 2069891 in the Office of the Judge of Probate (the “Access Agreement”). At the Closing, Buyer shall expressly assume the obligations of the Seller under the Access Agreement as they pertain the Property, including Sections 1, 3, 4 and 5 thereof. Buyer shall ensure that the Seller, as the holder of the aforementioned easement, will have all rights of Buyer under the Access Agreement as to the Property, and agrees to enforce the Access Agreement from time to time if needed. Seller will continue to have any rights under the Access

Agreement as they may apply to the Additional City Property (as defined therein), so long as the Seller continues to own the same.

8. **PRORATIONS.** Ad valorem taxes, if any, will be prorated as of 12:01 a.m. of the Closing Date with respect to the Property. If the taxes are not then ascertainable, the proration thereof shall be on the basis of the most recent ascertainable data, and later adjusted when it is ascertained, which obligation shall survive the Closing.

9. **CLOSING COSTS.** Buyer will pay the recording tax and fees on the deed. Seller's attorney will prepare the deed. Buyer shall pay the costs of the Title Company to act as settlement agent. Buyer shall pay the costs of the Title Company and the cost of the premium for a title policy insuring fee simple title in the Property in the Buyer (including any search and examination fees relating thereto), as well as any special endorsements to the title policy or any lender's title policy. Any and all liens and encumbrances existing at Closing which secure the payment of indebtedness or assessments, or are otherwise dischargeable by payment of money, shall be paid by Seller at Closing.

10. **BUYER'S RIGHT TO TERMINATE.** Buyer shall have the right to terminate its obligations under this Agreement, in the event that Buyer notifies Seller, prior to expiration of the Due Diligence Period that Buyer elects to terminate the Agreement, if Buyer identifies a condition with respect to the Property which was not readily apparent as of the Effective Date, in which event, and the parties will have no further obligations hereunder other than those obligations which expressly survive by their terms.

11. **REMEDIES.**

11.1 **Seller's Default.** If Seller defaults on any of its obligations under this Agreement and such default continues uncured for five (5) business days after written notice of such default is given by Buyer to Seller, Buyer shall elect one of the following remedies:

(a) Buyer will have the right to terminate this Agreement by written notice to Seller, in which event, so long as Buyer is not then in default of any of Buyer's obligations under this Agreement: (i) Buyer will be entitled to recover from Seller any actual out-of-pocket costs incurred by Buyer in connection with Buyer's due diligence that Buyer can document with invoices and other supporting documentation up to a maximum amount of Five Thousand Dollars (\$5,000.00), which shall be Buyer's sole right to recover monetary damages from Seller, and (ii) all other obligations of the parties under this Agreement will terminate, except for those obligations which expressly survive the termination of this Agreement;

(b) Buyer will have the right to waive the breach or default in writing and proceed to Closing in accordance with the provisions of this Agreement without adjustment of the Purchase Price and without liability of Seller for any such failure; or

(c) If Seller fails or refuses to convey the Property to Buyer at Closing, Buyer will have the right to pursue a remedy for specific performance against Seller, so long as such action is commenced within three (3) months of the scheduled Closing Date.

Except for any remedies for the breach of any obligation which expressly survives termination of this Agreement or recordation of the deed pursuant to the terms hereof, the remedy that Buyer elects pursuant to this Section will be Buyer's sole and exclusive remedy for Seller's default or failure to perform under this Agreement, and Buyer waives any and all other remedies for such default or failure.

11.2 **Buyer's Default.** If Buyer defaults on any of its obligations under this Agreement and such default continues uncured for five (5) business days after written notice of such default is given by Seller to Buyer, Seller shall elect one of the following remedies

(a) Seller will have the right to terminate this Agreement by written notice to Buyer, in which event, so long as Seller is not then in default of any of Seller's obligations under this Agreement: (i) Seller will be entitled to recover from Buyer an amount of liquidated damages equal to \$5,000, and to require that Buyer pay any title search or cancellation fees owed to the Title Company, which sums are agreed upon as liquidated damages, and not as a penalty, for the failure of Buyer to perform the duties, liabilities and obligations imposed upon it by the terms of this Agreement, and (ii) all other obligations of the parties under this Agreement will terminate, except for those obligations which expressly survive the termination of this Agreement;

(b) Seller will have the right to waive the breach or default in writing and proceed to Closing in accordance with the provisions of this Agreement without adjustment of the Purchase Price and without liability of Buyer for any such failure; or

(c) If Buyer fails or refuses to purchase the Property at Closing, Seller will have the right to pursue a remedy for specific performance against Buyer, so long as such action is commenced within three (3) months of the scheduled Closing Date.

Except for any remedies for the breach of any obligation which expressly survives termination of this Agreement or recordation of the deed pursuant to the terms hereof, the remedy that Seller elects pursuant to this Section will be Seller's sole and exclusive remedy for Buyer's default or failure to perform under this Agreement, and Seller waives any and all other remedies for such default or failure.

11.3 **Enforcement Costs.** Should either party employ an attorney or attorneys in any action to enforce any of the provisions of this Agreement or to recover damages for the breach of this Agreement, then the non-prevailing party in any final judgment agrees to pay all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred by the prevailing party in connection therewith.

12. **AS IS.** Buyer acknowledges and agrees that having been given the opportunity to inspect the Property, Buyer is relying solely on Buyer's own investigation and not on any information provided or to be provided by Seller, and Buyer agrees to accept the Property at Closing and, except as expressly set forth in this Agreement, waives all objections or claims against Seller arising from or related to the Property. Buyer further acknowledges and agrees that the sale of the Property as provided for herein is made on "As Is, Where Is" condition and basis with all faults. Seller makes no representation or warranty of any kind regarding the condition of the Property and

SELLER HEREBY EXPRESSLY DISCLAIMS THE EXISTENCE OF ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO CONDITION, MERCHANTABILITY, OPERATION, FITNESS FOR A PARTICULAR PURPOSE, OR AS TO ANY OTHER MATTER WHATSOEVER. It is understood and agreed that the Purchase Price has been negotiated to reflect that the Property is sold by Seller and purchased by Buyer subject to the foregoing.

**13. MISCELLANEOUS.**

(a) Time for Performance. Time is of the essence with respect to every provision of this Agreement. If the date of Closing, the last day under any notice, or the last day to perform any obligation hereunder falls on a Saturday, Sunday or legal holiday, then the time for performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

(b) Brokerage Commission. The Buyer and Seller each represent and warrant to the other that no real estate commission, broker's fee or other similar fee or commission is now or shall at any time be due with respect to this Agreement or the transactions contemplated hereunder.

(c) Further Assurances. The parties agree to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done and made, upon the written requests of the other party, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirming or otherwise, as may be reasonably required to effect the purpose and intent of this Agreement.

(d) Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties has executed or caused this Real Estate Purchase Agreement to be executed by its authorized representative as of the Effective Date.

**BUYER:**

THE WHARF LANDING, LLC

By: \_\_\_\_\_  
Arthur Emmette Favre III  
Its Sole Member and Manager

**SELLER:**

CITY OF ORANGE BEACH, ALABAMA

By: \_\_\_\_\_  
Tony Kennon  
Its Mayor

ATTEST: \_\_\_\_\_  
City Clerk

[SEAL]



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MAY 6, 2025**

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**Departments:** Community Development

**Description of Topic:** Reminder: Public hearing and first reading for consideration of Conditional Use Approval for Case No. 0502-CU-25, Bayside Garages at Orange Beach on May 20, 2025.

**Background/Description:** Lucido Engineering & Surveying LLC, on behalf of Steven Carter, requests Conditional Use Approval to construct an enclosed storage facility consisting of two buildings covering 28,600 total square feet and containing 26 total units. The property is Lot 1 of Mango Place Subdivision on Pelican Place in the General Business (GB) zoning district.

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

None