



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Work Session 06/03/2025
2. Regular Council Meeting 06/03/2025
3. Committee of the Whole 06/03/2025

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

Resolutions

1. Resolution amending the Fiscal Year 2025 Budget. (FH)
2. Resolution appointing the City Clerk to prepare and file the list of qualified voters for the August 26, 2025, Municipal Election in the City of Orange Beach. (RE)
3. Resolution appointing election officers for the August 26, 2025, Municipal Election. (RE)
4. Resolution appropriating \$25,000 to the Coastal Alabama Business Chamber for the purpose of funding community programming. (FH)
5. Resolution authorizing the purchase of Vehicle Emergency Equipment for the Police Department from state bid in the amount of \$61,604.23. (SB)

6. Resolution authorizing the execution of a software service and hardware purchase agreement with Flock Group, Inc., for license plate recognition cameras for the Police Department in the amount of \$81,000. (SB)
7. Resolution authorizing the execution of a performance agreement with The Funky Lampshades for music entertainment at the "Pop-Up Park & Block Party" event. (KH)
8. Resolution authorizing the execution of a software service agreement with Governmentjobs.com, Inc., dba NeoGov, for Core HR, employee benefits, payroll, time/labor management, and employee forms. (MB)
9. Resolution authorizing the execution of a master services agreement with OpenGov, Inc., for cloud software services. (FH)

Public Hearings

1. Set a public hearing date for consideration of Conditional Use Approval for Case No. 0603-CU-25, Keel RV Storage Third Addition. (Suggested date 7/15/2025) (GP)

Ordinances

V. Public Comments

VI. Adjourn

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
JUNE 3, 2025 – 10:00 A.M.
CITY HALL – SOUTH CONFERENCE ROOM**

The Orange Beach City Council met on June 3, 2025, at 10:12 A.M. with Mayor Tony Kennon presiding.

The following members were present:

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

The following members were absent:

None

The following items were discussed:

1. Potential development projects.
2. Upcoming municipal election.
3. Recap of Alabama League of Municipalities Conference.
4. Issue with bow fishing charter boats.
5. Veterans Memorial. Council request for two benches.
6. City rebranding.
7. Tannin Planned Unit Development (PUD) update.
8. Fire truck accident.
9. Fire ISO Class I rating achievement.
10. Coastal Alabama Business Chamber update.
11. 2023 Audit.
12. Requests to ALDOT made by the City.
13. Library roof.
14. Golf cart registration renewals.
15. Performing Arts Building ADA door request.
16. Art Center sod request.
17. CoastAL request for boardwalk monitoring.
18. Complaints about beach chair and tent service providers.
19. Mosquito spraying.
20. Policy for Liquid CBD.
21. Employee heart screenings.

22. Litigation update.
23. Athletic complex construction update.
24. School sales tax funding.
25. Gulf United Metro Business Organization (GUMBO).
26. Shooting range.
27. San Roc Cay.
28. OpenGov software purchase request.
29. Budget amendment.
30. State elections.
31. Personnel update.
32. Complaint regarding out-of-state property management companies.
33. Jubilee Point bridge plan.
34. Need for assisted living.

Councilmember Joni Blalock left at 1:38 P.M.

35. Possible grant for public art.

Councilmember Jeff Silvers left at 1:42 P.M.

There being no further business, the meeting adjourned.

Time: 1:45 P.M.

APPROVED this 1st day of July, 2025.

Renee Eberly
City Clerk

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
JUNE 3, 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** Associate Pastor Houston Britt, Oasis Church at the Wharf
- III. PLEDGE OF ALLEGIANCE** Matthew Hoover & Cooper Sanders, Mako Baseball
- IV. ROLL CALL**

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

Absent: Councilmember Jeff Silvers

V. CONSIDERATION OF AGENDA

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

Work Session	05/05/2025
Regular Council Meeting	05/06/2025
Committee of the Whole	05/06/2025

The reading was waived and minutes were approved as written.

VI. REPORTS OF OFFICERS/COMMITTEES

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

Councilmember Mitchell introduced Tim Harry, Skeet & Trap Shooting Team Coach. Coach Harry presented Mayor and Council with official shooting team hats.

Councilmember Boyd welcomed Representative Frances Holk-Jones, and thanked her for attending the meeting.

Councilmember Blalock shared a laser tag event at the Library.

Fire Chief Jeff Smith announced that the Orange Beach Fire Department has attained a Class I ISO rating. Orange Beach is only the 14th out of 1,014 agencies in Alabama to receive this designation, and 502nd in the Nation.

VII. AUDITING OF ACCOUNTS

Motion made (Mitchell/Boyd) to certify that cash requirements with no related interests are within budget and appropriate for payment. Vote revealed: Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0).**

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

VIII. PRESENTATIONS

IX. RECOGNITIONS

X. UNFINISHED BUSINESS

Resolutions

1. Resolution awarding the request for proposals for a Visioning and Strategic Plan, Comprehensive Plan, Zoning Ordinances Update, and Infrastructure Evaluation for Future Growth Study to The Walker Collaborative, LLC, in an amount not to exceed \$187,282. **Motion made (Johnson/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

Ordinances

1. Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0408-PUDA-25, Village of Tannin PUD Modification, Lot 1 Land Use Designation. **Motion made (Mitchell/Boyd) to adopt the ordinance.** Roll call vote revealed: Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0).**

XI. NEW BUSINESS

Resolutions

1. Resolution authorizing the execution of an installation, operation, and maintenance agreement with the Alabama Department of Transportation for a new traffic control signal on State Highway 180 at Wharf Parkway East. **Motion made (Johnson/Blalock) to adopt the resolution.** Ford Handley, City Administrator, clarified that this authorizes the City to pay \$100,000 for a temporary traffic signal at the new location. It will take approximately 3-6 months to erect the temporary traffic signal. The permanent traffic signal will take about a year, and the money spent on the temporary signal will go towards the cost of the permanent signal. Vote unanimous in favor. **Motion passed.**
2. Resolution authorizing a franchise for CrozzzzCabz, Inc., to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution authorizing a franchise renewal for "A" Ms. Mary Taxi Service LLC, dba A-1 Ms. Mary Taxi Service) to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution authorizing execution of Change Order No. 1 with Arrington Curb & Excavation, Inc., to add additional milling and paving to 2025 Roadway Resurfacing in an amount not to exceed \$32,800. **Motion made (Johnson/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:13 P.M.

APPROVED this the 1st day of July, 2025.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
JUNE 3, 2025 – 5:13 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the June 17, 2025, agenda.

The following members were present:

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

The following members were absent:

Councilmember Jeff Silvers

The following items were discussed:

1. Approval of 2023 Audited Financial Statements.
2. Resolution appointing J. Martin Pitts to the Construction Board of Adjustment and Appeals.
3. Resolution authorizing the expenditure of funds received from opioid litigation settlements for the purchase of automated external defibrillators.
4. Resolution authorizing the purchase of Automated External Defibrillators (AEDs) for the Fire Department through Sourcewell from GoRescue Brands, Inc., in the amount of \$287,604.25.
5. Resolution authorizing a franchise for BCC Waste Solutions, LLC, to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris.
6. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0607-PUDA-25, Oasis at Orange Beach (formerly Phoenix West II) PUD Modification, Signage Amendment on June 17, 2025.

Public Comments:

1. Mayor Kennon shared that a ribbon cutting ceremony for the new Veterans Memorial will likely be held on or around Veterans Day in November.

There being no further business, the meeting adjourned.

Time: 5:16 P.M.

APPROVED this 1st day of July, 2025.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 17, 2025**

Departments: City Clerk

Description of Topic: Resolution amending the Fiscal Year 2025 Budget. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 07-01-25 25-xxx Amend FY2025 Budget
2. 2025 Budget Amendment

RESOLUTION NO. 25-xxx
A RESOLUTION AMENDING THE
FISCAL YEAR 2025 BUDGET

FINDINGS:

1. On November 19, 2024, City Council adopted Resolution No. 24-222 to approve the Fiscal Year 2025 Budget.
2. The City Administrator/Finance Director has recommended a budget amendment (attached Exhibit A).
3. Orange Beach City Council has determined that amending the budget as presented is in the best interest of the City of Orange Beach, Alabama.

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

1. That the attached budget amendment for the City of Orange Beach for Fiscal Year 2025 beginning January 1, 2025, and ending December 31, 2025, is approved and adopted by the City Council; and
2. That this Resolution shall become effective immediately upon adoption.

ADOPTED THIS 1st DAY OF JULY, 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 July 1, 2025.

City Clerk

EXPENSES				
	Original Budget	Actual 06.18.25	Adjust Budget	Inc(Dec)
ADMIN				
001-001-401 Salaries	\$1,355,492	\$530,856	\$1,420,492	\$65,000
001-001-507 Small Equipment	\$189,000	\$65,148	\$339,000	\$150,000
001-601-730 Admin Capital Equipment	\$0	\$28,999	\$30,000	\$30,000
COURT				
001-010-507 Small Equipment	\$8,000	\$8,515	\$9,000	\$1,000
FIRE				
001-175-618 Rpr/Maint Equipment	\$50,000	\$30,508	\$75,000	\$25,000
001-175-622 Rpr/Maint Vehicles	\$230,000	\$147,307	\$268,333	\$38,333
001-175-513 Supplies/Janitorial	\$13,000	\$6,368	\$15,500	\$2,500
001-607-401 Fire Station Capital	\$0	\$0	\$250,000	\$250,000
001-175-401 Salaries	\$7,417,808	\$3,083,649	\$7,715,808	\$298,000
001-607-730 Fire Capital Equip.	\$2,028,810	\$1,871,024	\$2,317,263	\$288,453
COASTAL RESOURCES				
001-614-731 GoMesa	\$147,000	\$4,575	\$4,575	-\$142,425
001-614-733 CR Wildlife Center	\$200,000	\$248,974	\$360,864	\$160,864
001-614-741 PPBEP Green House	\$70,000	\$37,653	\$120,000	\$50,000
001-614-738 Waterfront Shoreline	\$120,000	\$0	\$0	-\$120,000
001-614-734 Shooting Range	\$500,000	\$173,717	\$250,000	-\$250,000
SENIOR CTR				
001-609-727 Senior Ctr Capital	\$875,000	\$68,000	\$933,000	\$58,000
SEWER				
403-676-730 Capital Equipment	\$280,000	\$317,350	\$320,000	\$40,000
403-676-720 Grounds Upgrade	\$300,000	\$189,224	\$360,000	\$60,000

EXPENSES				
	Original Budget	Actual 06.18.25	Adjust Budget	Inc(Dec)
EVENT CTR				
411-681-635 Utilities	\$77,000	\$22,767	\$52,000	-\$25,000
411-681-605 Communications	\$10,000	\$12,363	\$35,000	\$25,000
ART CTR				
430-682-608 Dues & Subscriptions	\$71,750	\$0	\$0	-\$71,750
430-682-614 Rent	\$0	\$71,750	\$71,750	\$71,750
001-609-754 Art Capital	\$290,000	\$0	\$490,000	\$200,000
PUBLIC WORKS				
001-200-401 Salaries	\$1,700,000	\$883,162	\$1,703,200	\$3,200
001-200-630 Training/Travel	\$8,000	\$7,414	\$16,000	\$8,000
001-608-730 Street Capital	\$350,255	\$454,321	\$536,321	\$186,066
EXPECT EXCELLENCE				
001-609-712 Captial Equipment	\$150,000	\$60,847	\$60,847	-\$89,153
001-350-616 Rpr/maint/building	\$150,000	\$130,450	\$212,000	\$62,000
COMMUNITY DEVELOPMENT				
001-030-612 Professional Fees	\$131,500	\$25,514	\$319,500	\$188,000
FINANCE/HR				
001-020-516 Supplies Operating	\$16,000	\$21,357	\$24,000	8000
001-020-612 Professional Fees	\$187,000	\$89,500	\$517,352	\$330,352
		Total Expenses		\$1,901,191
REVENUES				
	Original Budget	Actual 06.18.25	Adjust Budget	Inc(Dec)

EXPENSES				
	Original Budget	Actual 06.18.25	Adjust Budget	Inc(Dec)
001-000-361 Proceed Ins. Claim	\$0	\$11,474	\$1,011,474	\$1,011,474
001-000-363 Hurricane Claims	\$0	\$497,341	\$497,341	\$497,341
001-000-319 Interest Earned	\$1,000,000	\$1,474,333	\$1,600,000	\$600,000
Other Grant Revenue Offset			\$210,864	\$210,864
		Total Revenue		\$2,319,679
Total Budget Decrease				-\$418,488



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 17, 2025**

Departments: City Clerk

Description of Topic: Resolution appointing the City Clerk to prepare and file the list of qualified voters for the August 26, 2025, Municipal Election in the City of Orange Beach.
(RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 07-01-25 25-xxx Appoint City Clerk Municipal Election Voters List

RESOLUTION NO. 25-xxx

**A RESOLUTION APPOINTING THE CITY CLERK TO
PREPARE AND FILE THE LIST OF QUALIFIED VOTERS FOR THE
AUGUST 26, 2025, MUNICIPAL ELECTION IN THE CITY OF ORANGE BEACH**

FINDINGS:

1. Section 11-46-36 of the Code of Alabama 1975 charges the Mayor to cause to be made a list of the qualified voters who reside within the corporate limits of such city.
2. Section 11-46-37 of the Code of Alabama 1975 states that in the event the mayor of the city is a candidate for re-election, he shall be disqualified to perform the duties set forth in Section 11-46-36, and a disinterested person shall be appointed by the governing body of the city.

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

1. That the City Clerk be appointed to handle the duties specified in Section 11-46-36 of the Code of Alabama 1975.

ADOPTED THIS 1st DAY OF JULY, 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 July 1, 2025.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 17, 2025**

Departments: City Clerk

Description of Topic: Resolution appointing election officers for the August 26, 2025, Municipal Election. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 07-01-25 25-xxx Appoint Election Officials

RESOLUTION NO. 25-xxx

**A RESOLUTION APPOINTING ELECTION OFFICERS FOR THE
AUGUST 26, 2025, MUNICIPAL ELECTION**

FINDINGS:

1. A regular municipal election has been called to be held on August 26, 2025, with a runoff election to be held, if necessary, on September 23, 2025.
2. Section 11-46-27 of the Code of Alabama 1975, and regulations adopted pursuant thereto provide, in part, that the municipal governing body, not less than 15 days before the holding of any municipal election, appoint from the municipality, officers to hold the election, as follows: where electronic ballot counters are used, at least one inspector and three clerks.

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

1. That the election officers for the said election shall be as follows:

Inspector:	Jennifer S. Jackson
Clerks:	Brian Dale
	Deborah Eaton
	Dale Hackett
	Patricia Hackett
	Dianne G. McElroy
	Allen P. McElroy, Jr.
	Linda R. Pacatte
	James Ramirez
	Sharon Ramirez
	Linda S. Tucker
Alternates:	Stephen K. Douglas
	Wendy Helms
	Kendall Hoffman
	Jill Kunkel
	Suzanne Laurier
	James Nicholls

2. That in accordance with Section 11-46-27, Code of Alabama 1975, the election officers who have fulfilled their duties as poll workers shall be compensated as follows:

Inspector:	\$200.00 for each day worked
Clerks:	\$175.00 for each day worked

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

ADOPTED THIS 1st DAY OF JULY, 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 July 1, 2025.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 17, 2025**

Departments: City Clerk

Description of Topic: Resolution appropriating \$25,000 to the Coastal Alabama Business Chamber for the purpose of funding community programming. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 07-01-25 25-xxx Appropriate Funds Coastal Alabama Business Chamber
2. 2025 Coastal Alabama Business Chamber Budget vs YTD thru Q1
3. 2025 Coastal Alabama Business Chamber Executive Summary with Q1 2025 Balance Sheet and P&L
4. 2025 Coastal Alabama Business Chamber One-Time Funding Request
5. 2025 Coastal Alabama Business Chamber Strategic Action Plan

RESOLUTION NO. 25-xxx

**A RESOLUTION APPROPRIATING \$25,000 TO THE
COASTAL ALABAMA BUSINESS CHAMBER
FOR THE PURPOSE OF FUNDING COMMUNITY PROGRAMMING**

FINDINGS:

1. The City of Orange Beach is a coastal resort community located in Baldwin County, Alabama, that desires to maintain a strong and growing economy while continuing to develop strategic efforts to manage growth, expand tourism, diversify the economy and improve transportation and education.
2. The City relies upon the support, networking, marketing and other efforts of the Coastal Alabama Business Chamber for various economic development initiatives.
3. The Coastal Alabama Business Chamber has submitted a one-time funding request for \$25,000 to assist in continuing to provide programs and services to the community, such as CAKE Day, Jr. Leadership, CALL, and support of the Freedom Fest, among others.
4. City Council has determined that investing in economic development programming is beneficial to the City of Orange Beach and serves a public purpose.

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

1. That Council hereby appropriates the sum of Twenty Five Thousand Dollars (\$25,000.00) to be specifically utilized to fund community programming during the 2025 calendar year; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 1st DAY OF JULY, 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 July 1, 2025.

City Clerk

		March YTD 2025 ACTUAL		Budget 2025	% of Year
Ordinary Income/Expense					24.00%
Income					
400100 · REVENUE - MEMBERSHIP					
400110 · Membership Dues - New		11,750.00		85000	
400120 · Membership Dues - Renewal		137,467.40		310000	
400560 · 110% Member		4,515.00		11000	
Total 400100 · REVENUE - MEMBERSHIP		153,732.40		406000	37%
400200 · REVENUE - ADVERTISING / MARKETI					
400210 · Newsletter, ChamberChat, Digital Sign		0.00		1500	
400310 · INTERNET INCOME - Membership					
400311 · Internet Svs - New, Basic		85.00		3000	
400312 · Internet Svs - Enhanced, New		2,220.00		13000	
400313 · Internet Svs - Basic, Renewal		7,670.00		16000	
400314 · Internet Svs - Enhanced Renewal		8,039.00		22000	
Total 400310 · INTERNET INCOME - Membership		18,014.00		55500	
400426 · Website Banner Ad		0.00		2000	
Total 400200 · REVENUE - ADVERTISING / MARKETI		18,014.00		57500	31%
400300 · REVENUE - MEMBER SVS & EVENTS					
400331 · Island Spirit		3,000.00		3000	
400332 · C.A.L.L-Adult Leadership		500.00		35000	
400334 · Lunch Bunch		780.00		5900	
400337- Breakfast Club		-75.00		2000	
400338-EXPO		8,770.00		23000	
400340 · First Friday Forum		17,120.00		35500	
400440 · BAH/Vibe @ 5		2,925.00		5000	
400460 · Annual Meeting-Tickets		10,403.00		15000	
400465 · Annual Meeting - Sponsorships		24,187.50		38000	
400466-LAYP		17,391.54	In/Out		
Total 400300 · REVENUE - MEMBER SVS & EVENTS		85,002.04		162400	52%
400333 · PowHer Hour		8,000.00		18000	44%
400400 · REVENUE - SPECIAL EVENTS					
400413 · E-Cycling Event		1,000.00		6000	
400430 · Coastal Christmas		2,500.00		14000	
400551 · Golf Tournament - Education		10,500.00		45000	
400553-Ballyhoo		4590.2		6000	
400554-Wharf Tailgate Cookoff		5,150.00		25000	
400552 · Food Truck/Misc Events		3,639.10		15000	All Misc Festivals (Food, LOL, FF)
Total 400400 · REVENUE - SPECIAL EVENTS		27,379.30		111000	24%
400500 · REVENUE - ALL OTHER					
400520 · Interest Income		48.44		650	
400540 · Board Conference		900.00		0	
400545 · Affinity Programs		0.00		8000	
400557 · CAKE formally Lemonade Day)		13,300.00		10000	
400558 · JR LEADERSHIP (FORMALLY LIT)		9,617.00		16000	
400559 · CHAMBER CHAMPIONS		2,500.00		9500	Volkert/ Tim Lower
Total 400500 · REVENUE - ALL OTHER		26,365.44		44150	59%
400550 · Miscellaneous Revenue					
400600 · BUSINESS DEVELOPMENT DIVISION					
400650 · BD - Miscellaneous		2,612.29		1000	Baldwin County comission/LAYP Proceeds to Chamber
400600 · BUSINESS DEVELOPMENT DIVISION - Other		0.00			
Total 400600 · BUSINESS DEVELOPMENT DIVISION		2,612.29		1000	Over 100%
400700 · REVENUE - SHRIMP FESTIVAL					
400710 · ARTS & CRAFTS					
400711 · A/C - Application Fees		5,355.00		7000	
400712 · A/C - Booth Rental		0.00		55000	
Total 400710 · ARTS & CRAFTS		5,355.00		62000	
400720 · SF - CHILDRENS ACTIVITY VILL					
400722 · SF - CAV - Booth Rental		210.00		400	
400722- SF - CAV-Application fee		0.00		2500	
Total 400720 · SF - CHILDRENS ACTIVITY VILL		210.00		2900	
400725 · SF - FINE ARTS					
400726 · SF - FA Application Fees		595.00		900	
400727 · SF - Fine Arts - Booth Rental		0.00		13000	
Total 400725 · SF - FINE ARTS		595.00		13900	
400735 · SF - FOOD AREA VENDORS		0.00			
400336 · SF - Food Area - Applic Fees		875.00		2500	
400737 · SF - Food - Booth Rental		0.00		75000	
Total 400735 · SF - FOOD AREA VENDORS		875.00		77500	
400745 · SF-RETAIL MARKETPLACE		0.00			
400746 · SF-Retail Mkt Application Fees		1,855.00		2900	
400747 · SF-Retail Market. Booth Rental		0.00		48000	
400745 · SF-RETAIL MARKETPLACE - Other		0.00			
Total 400745 · SF-RETAIL MARKETPLACE		1,855.00		50900	
400750 · SF - SPONSORSHIPS		0.00			
400751 · SF Sponsorships - Premium Level		0.00		275000	
400752 · SF-Sponsorships-Friends of Fest		30,700.00		100000	
400755 · Sponsorships-Brochure Media		0.00		0	
400756 · SF Bike Rack Banner Sales		0.00		1500	
Total 400750 · SF - SPONSORSHIPS		30,700.00		376500	
Sand Castle Contest		0.00		1500	
400795 · SF - CONCESSIONS		0.00			
400796 · SF - Concession Beer/Wine/Liquor		0.00		260000	
Total 400795 · SF - CONCESSIONS		0.00		260000	
400810 · SF - CHAMBER SF RETAIL		0.00			
400812 · SF-Retail Merch-Office		235.00		2000	
400813 · SF - Poster Sales - Office		0.00		500	
400814 · SF-Retail Merch - Festival		0.00		125000	
400816 · SF - BUS WRISTBAND SALES		0.00		0	
Total 400810 · SF - CHAMBER SF RETAIL		235.00		127500	
SF Grant		0.00		50000	
Little Miss SF		100.00			
Total Income		361,030.47		1,822,750	19%
Expense					
660000 · PERSONNEL & PAYROLL EXP					
660010 · Salaries & Wages		119,457.32		450000	
660022 · Commissions - Memberships		24,947.79		56000	
660030 · Payroll Taxes		12,607.99		43500	
660040 · Employee Benefits		15,891.67		73000	
660050 · Auto Allowance		2,350.00		10000	
660060 · Professional Devel & Training		0.00		3000	
66080-Uniforms		170.00		500	
Total 660000 · PERSONNEL & PAYROLL EXP		175,424.77		636000	27%
660100 · GENERAL AND ADMINISTRATION					
660110 · Legal and Accounting		5,549.31		25000	
660120 · Bank Charges		407.00		1200	

660130 · Credit Card Discount Fees	5,718.95	17000	
660140 · Postage	588.62	1200	
660141- Wharf Rent/OB Office Expense	2,139.78	14000	
660160 · Office Supplies	1,790.35	2000	
660170 · Facility Supplies	1,641.59	4500	
660180 · Printing	0.00	0	
660190 · Office Equipment Leases	1,486.20	4400	
660192 · Repairs and Maintenance	5,390.60	18000	New AC Wharf and GS Office, Railing replacement, etc
660195 · Interest Expense	7,818.61	31000	
660205 · Telecommunications	1,337.62	5300	
660300 · Insurance-W/C, Dir, Propr, Liab	9,719.10	38000	
660400 · Transportation	56.00	500	
660510 · Monthly Service Contracts	498.75	2000	
660520 · Web and Data Management	5,598.64	20000	
660630 · Board / Executive/Staff Meeting	0.00	300	
660650 · Board Conference	5,482.26	3000	
660680 · Membership Dues & Subscriptions	2,037.50	4000	
660690 · Misc Festivals (FT, LOL, MAM)	1,900.32	4500	
Total 660100 · GENERAL AND ADMINISTRATION	59,161.20	195900	30%
660200 · FACILITY			
660210 · Janitorial Service	0.00	7000	
660220 · Property Taxes	0.00	14000	
660230 · Utilities	0.00		
660232 · Water and Sewer	155.19	1000	
660235 · Electrical	2,457.00	9300	
660230 · Utilities - Other	865.87	3200	
Total 660230 · Utilities	3,478.06	34500	
660240 · Landscape Maintenance	2,165.40	11000	
Total 660200 · FACILITY	5,643.46	40950	13%
660600 · MEMBERSHIP			
660601 · Advertising Expense-Design	5,746.65	5200	Sunny 105.7 Multi Year
6606010 · BAH/Vibe @ 5	519.75	400	
660602 · Ribbon Cuttings	38.68	500	
660603- CALL Adult Leadership	800.78	6000	
660604 · Lunch Bunch	512.62	5000	
660606 · Lunch and Learn	31.48	0	
660608- expo	3,722.81	1700	
660607 · PowHer Hour	1,200.00	16000	
660610 · First Friday Forum	11,360.10	35000	
660620 · Annual Meeting	9,442.25	28000	
660660 · Membership Marketing	28.10	2000	
660665 · Ambassador/Diplomat Programs	322.42	200	
660661-LAYP	1,266.96	IN/Out	
Total 660600 · MEMBERSHIP	34,992.60	100000	34%
660700 · SPECIAL EVENTS			
660666 · CAKE-LEMONADE DAY	2,080.65	3400	
660695 · Holly Days on Main	0.00	2700	
660710 · Civic and Governmental Affairs	0.00	0	
660725 · SF Golf Tournament - Education	1,729.42	22700	
660775-Ballyhoo	3,371.40	3300	
660778-Wharf Tailgate Cookoff	1,147.50	7000	
660774 · Parades - Christmas & Mardi Gra	150.00	300	
Total 660700 · SPECIAL EVENTS	8,478.97	39400	21%
660790 · BUSINESS DEVELOPMENT			
600793 · BD - Business Advocacy & Suppo	2,400.00	1200	
600797 · BD - Environmental/E-Cycling	1,083.43	3500	
660750 · BD - Island Spirit Awards	1,697.74	2000	
660799 · Jr Leadership Program	975.00	5000	
Total 660790 · BUSINESS DEVELOPMENT	6,156.17	11700	52%
66900 · Reconciliation Discrepancies		0	
670700 · SHRIMP FESTIVAL EXPENSES			
670710 · SF - ARTS & CRAFTS	0.00		
670712 · SF - AC - Judges	0.00	300	
670713 · SF - AC - Awards Cash	0.00	2200	
670715 · SF - AC - Awards Ribbons	0.00	0	
Total 670710 · SF - ARTS & CRAFTS	0.00	2500	
670725 · SF - FINE ARTS	0.00		
670727 · SF - FA - Judges	0.00	300	
670728 · SF - FA - Awards Cash	0.00	7000	
670730 · SF - FA - Awards - Ribbons	0.00	0	
670733 · SF - retail MARKETPLACE	0.00	0	
Total 670725 · SF - FINE ARTS	0.00	7300	
670735 · SF - FOOD AREA	0.00		
670737 · SF - Food - County Health Dept	0.00	700	
670738 · SF - Food - Grease Line Maint	0.00	0	
670739 · SF - Food - Electrical Hook Up	0.00		
Total 670735 · SF - FOOD AREA	0.00	700	
670750 · SF - SPONSORSHIPS	0.00		
670729 · SF-FA-Youth 4Art Awards/Exp	0.00	1400	
670749 · SF - Sponsor - Miscellaneous	0.00	2000	
670751 · SF - Sponsor Bag Items/Delivery	0.00	4000	
670752 · SF-Sponsor-Art Certif & Ribbons	0.00	0	
670753 · SF - Sponsor - Framed Posters	0.00	1500	
670754 · SF- In kind Sponsor Expense	0.00	0	
670757 · SF - Sponsor - Commissions	4,350.00	83000	
670758 · SF - Sponsor - VIP Tent	0.00	2100	
670759 · SF - Sponsor - VIP Food	0.00	12000	
670760 · SF - Sponsor - VIP Tent Set Up	0.00	2800	
670762 · SF - Sponsor - VIP Tent Misc	0.00	2000	
670764 · SF - Singing for Scholarships	0.00	3500	
Total 670750 · SF - SPONSORSHIPS	4,350.00	114300	
670765 · SF - ENTERTAINMENT	0.00		
670766 · SF - Enter - Musical Acts	0.00	70000	
670767 · SF - Enter - Stage and Sound	0.00	51000	
670768 · SF - Enter - Music License Fee	425.00	600	
670769 · SF - Enter - Miscellaneous	0.00	500	
Total 670765 · SF - ENTERTAINMENT	425.00	122100	
670790 · SF - SAND CASTLE CONTEST	0.00		
670791 · SF - Sand Castle - Prizes&Expen	0.00	450	
Total 670790 · SF - SAND CASTLE CONTEST	0.00	450	
670795 · SF - CONCESSIONS			
670796 · SF - Concess - Soft Drinks/Wate	0.00	12000	
670797 · SF - Concess - Beer	0.00	40000	
670798 · SF - Concess - Wine	0.00	4200	
670800 · SF-Concess-Electrical & Misc taxes	7,691.00	36000	
Total 670795 · SF - CONCESSIONS	7,691.00	130200	
670810 · SF - CHAMBER RETAIL	0.00		
670811 · SF - CR - Huggers/Koozies	0.00	6000	
670814-SF LAPEL PINS	0.00	125	
670812 · SF - CR - Trivets	0.00	1200	
670813 · SF - CR - Hats/Visors	0.00	2200	

670815 · SF - CR - T Shirts	0.00	55000	
670816 · SF - CR - Miscellaneous	0.00	200	
670817 · SF -CR - Poster Contest	24.91	1500	
670818 · SF - CR - Printing, Poster Winner Cas	0.00	1500	
670820 · SF - CR - Sales Tax on Sales	26.34	0	
Total 670810 · SF - CHAMBER RETAIL	51.25	67725	
670830 · SHRIMP FESTIVAL OPERATIONS			
670756 · SF - Kick Off/Wrap Up Party	0.00	2500	
670833 · SF - Set Up & Brk Down	0.00	5500	
670834 · SF - Fire Extenguishers	0.00	125	
670835 · SF - Fencing	0.00	14000	
670837 · SF - Port A Lets	0.00	25000	
670838 · SF - Volunteer Tees	0.00	500	
670839 · SF - Electrical Contractor	0.00	50000	
670840 · SF - Electrical Materials	0.00	0	
670841 · SF - Signage / Printing	0.00	6500	
670843 · SF - U Haul Rental	0.00	1500	
670844 · SF - Liquor License / Insur Fee	0.00	18000	
670845 · SF - Trash Crew Festival OnSite	0.00	25000	
670846 · SF - Trash Hauling Fees	0.00	7800	
670849 · SF - Contract Labor - Security	0.00	53000	
670850 · SF - Tents, All Others	0.00	47000	
670852 · SF - Committee Exp Polos	0.00	5000	
670854 · SF - Committee Exp Mugs	0.00	1200	
670857 · SF - Staff Food	0.00	9000	
670858 · SF - Staff Tent Set Up & Svs	0.00	200	
670859 · SF - Staff Area Misc	0.00	200	
670860 · SF - Cash Trailer	0.00	0	
670861 · SF - Advertising	375.50	3000	
670862 · SF-Oper/Vendor/Office Supplies	0.00	200	
670865 · SF - Credit Card Disc Fees	5.12	8000	
670866 · SF - Commun Radios/Cell Phones	0.00	1500	
670869 · SF - Supplies	0.00	1300	
670870 · SF - Research	0.00	0	
670871 · SF - Operations Miscellaneous	300.00	9000	Eventney
670872 · SF - Vendor Packages	0.00	700	
670874 · SF - Ice Contractor	0.00	8000	
670876 · SF - Online Sales Postage	17.54	0	
Total 670830 · SHRIMP FESTIVAL OPERATIONS	698.16	303725	
Ms Shrimp Festival		0	
670700 · SHRIMP FESTIVAL EXPENSES			
Total Expense	303,072.58	1,772,950	17%

Income	361,030.47
Expense	-303072.58
	57,957.89

Budget 2025	
\$1,822,750.00	19%
-\$1,772,950.00	17%
\$49,800.00	

Executive Summary 22April2025

Request for Financial Support of Education & Business Programs and Services to our Community

Overview:

The Coastal Alabama Business Chamber plays a vital role as the hub of our collective business community. Continuing to provide quality programs and services for our members and citizens, and festivals to attract visitors during the shoulder season is critical. I am taking proactive steps both internally and externally to weather what we anticipate being a fairly short period of uncertainty for our local businesses over the first few quarters of 2025. These reductions in expenses and additional revenue streams are geared to sustain this organization for the future.

Financial:

As indicated on the Budget vs Q1 2025, we are pacing positively through March. The P&L comparison to 2024 is positive as well. On the Balance Sheet, the moderately low cash on-hand is my concern and is an indicator of the apprehension our small business members currently have with the tariff policy and the unknown effect it will have on them in the short term. Most indicators that I have seen expect things to balance out in Q3 and Q4 2025

Attached:

2025 Budget

Balance Sheet Q1 2025

Profit & Loss Q1 2025

9:57 AM

Coastal Alabama Business Chamber

Balance Sheet

04/10/25

As of March 31, 2025

Accrual Basis

	Mar 31, 25
ASSETS	
Current Assets	
Checking/Savings	
100001 · Unrestricted Cash	
100010 · Centennial Bank - Operating	15,499.03
100017 · Community Bank	3,063.00
Total 100001 · Unrestricted Cash	18,562.03
100050 · Petty Cash	
100051 · Petty Cash - General	533.85
100052 · Petty Cash - Front Desk	55.00
Total 100050 · Petty Cash	588.85
100065 · Cash - Restricted	
Community Bank MM	2,494.18
100067 · Centennial Bank - Money Market	10,647.68
Total 100065 · Cash - Restricted	13,141.86
Total Checking/Savings	32,282.74
Total Current Assets	32,282.74
Fixed Assets	
150000 · Fixed Assets - Bldg, Land, Impr	
150010 · Land	126,894.65
150015 · Improvements	211,685.00
150018 · Building	530,926.73
150020 · Furn, Fixtures & Equipment	172,474.28
Total 150000 · Fixed Assets - Bldg, Land, Impr	1,041,980.66
Total Fixed Assets	1,041,980.66
TOTAL ASSETS	1,074,263.40
LIABILITIES & EQUITY	0.00

9:41 AM

04/10/25

Accrual Basis

Coastal Alabama Business Chamber
Profit & Loss Prev Year Comparison
January through March 2025

Collapsed

	Jan - Mar 25	Jan - Mar 24	\$ Change	% Change
Ordinary Income/Expense				
Income				
400100 · REVENUE - MEMBERSHIP	153,732.40	152,335.10	1,397.30	0.9%
400200 · REVENUE - ADVERTISING / MARKETI	18,014.00	18,936.00	-922.00	-4.9%
400300 · REVENUE - MEMBER SVS & EVENTS	85,002.04	90,450.09	-5,448.05	-6.0%
400333 · PowHer Hour	8,000.00	6,375.00	1,625.00	25.5%
400400 · REVENUE - SPECIAL EVENTS	27,379.30	12,751.95	14,627.35	114.7%
400500 · REVENUE - ALL OTHER	26,365.44	19,269.55	7,095.89	36.8%
400600 · BUSINESS DEVELOPMENT DIVISION	2,612.29	0.00	2,612.29	100.0%
400700 · REVENUE - SHRIMP FESTIVAL	39,825.00	74,926.10	-35,101.10	-46.9%
400840 · SF - Miss Sunny Contest	100.00	0.00	100.00	100.0%
Total Income	361,030.47	375,043.79	-14,013.32	-3.7%
Gross Profit	361,030.47	375,043.79	-14,013.32	-3.7%
Expense				
660000 · PERSONNEL & PAYROLL EXP	175,424.77	189,936.97	-14,512.20	-7.6%
660100 · GENERAL AND ADMINISTRATION	59,161.20	43,232.61	15,928.59	36.8%
660200 · FACILITY	5,643.46	19,367.17	-13,723.71	-70.9%
660600 · MEMBERSHIP	34,992.60	55,595.48	-20,602.88	-37.1%
660700 · SPECIAL EVENTS	8,478.97	3,942.35	4,536.62	115.1%
660790 · BUSINESS DEVELOPMENT	6,156.17	5,066.55	1,089.62	21.5%
670700 · SHRIMP FESTIVAL EXPENSES	13,215.41	6,464.39	6,751.02	104.4%
670875 · SF-Little Miss SF	0.00	2,049.50	-2,049.50	-100.0%
Total Expense	303,072.58	325,655.02	-22,582.44	-6.9%
Net Ordinary Income	57,957.89	49,388.77	8,569.12	17.4%
Net Income	57,957.89	49,388.77	8,569.12	17.4%

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04/10/25

Accrual Basis

Coastal Alabama Business Chamber
Profit & Loss Prev Year Comparison
January through March 2025

(Expanded)

	Jan - Mar 25	Jan - Mar 24	\$ Change	% Change
Ordinary Income/Expense				
Income				
400100 · REVENUE - MEMBERSHIP				
400110 · Membership Dues - New	11,750.00	22,624.00	-10,874.00	-48.1%
400120 · Membership Dues - Renewal	137,467.40	124,426.10	13,041.30	10.5%
400560 · 110% Member	4,515.00	5,285.00	-770.00	-14.6%
Total 400100 · REVENUE - MEMBERSHIP	153,732.40	152,335.10	1,397.30	0.9%
400200 · REVENUE - ADVERTISING / MARKETI				
400210 · Newsletter	0.00	510.00	-510.00	-100.0%
400310 · INTERNET INCOME - Membership				
400311 · Internet Svs - New, Basic	85.00	850.00	-765.00	-90.0%
400312 · Internet Svs - Enhanced, New	2,220.00	4,255.00	-2,035.00	-47.8%
400313 · Internet Svs - Basic, Renewal	7,670.00	7,160.00	510.00	7.1%
400314 · Internet Svs - Enhanced Renewal	8,039.00	6,161.00	1,878.00	30.5%
Total 400310 · INTERNET INCOME - Membership	18,014.00	18,426.00	-412.00	-2.2%
Total 400200 · REVENUE - ADVERTISING / MARKETI	18,014.00	18,936.00	-922.00	-4.9%
400300 · REVENUE - MEMBER SVS & EVENTS				
400330 · Membership Seminars	0.00	4,325.50	-4,325.50	-100.0%
400331 · Island Spirit	3,000.00	3,000.00	0.00	0.0%
400332 · C.A.L.L-Adult Leadership	500.00	2,200.00	-1,700.00	-77.3%
400334 · Lunch Bunch	780.00	2,385.00	-1,605.00	-67.3%
400337 · Breakfast Club	-75.00	711.25	-786.25	-110.5%
400338 · EXPO	8,770.00	0.00	8,770.00	100.0%
400340 · First Friday Forum	17,120.00	9,600.00	7,520.00	78.3%
400440 · BAH/Vibe @ 5	2,925.00	920.00	2,005.00	217.9%
400460 · Annual Meeting-Tickets	10,403.00	12,648.00	-2,245.00	-17.8%
400465 · Annual Meeting - Sponsorships	24,187.50	30,800.00	-6,612.50	-21.5%
400466 · LA Young Professionals				
400466 · LA Young Professionals - Other	17,391.54	23,860.34	-6,468.80	-27.1%
Total 400466 · LA Young Professionals	17,391.54	23,860.34	-6,468.80	-27.1%
Total 400300 · REVENUE - MEMBER SVS & EVENTS	85,002.04	90,450.09	-5,448.05	-6.0%
400333 · PowHer Hour	8,000.00	6,375.00	1,625.00	25.5%
400400 · REVENUE - SPECIAL EVENTS				
400413 · E-Cycling Event	1,000.00	5,601.95	-4,601.95	-82.2%
400430 · Coastal Christmas Market	2,500.00	1,650.00	850.00	51.5%
400551 · Golf Tournament - Education	10,500.00	4,000.00	6,500.00	162.5%
400552 · Misc Festivals (FT, MAM, LOL)	3,639.10	0.00	3,639.10	100.0%
400553 · BallyHoo Festival	4,590.20	0.00	4,590.20	100.0%
400554 · Wharf Cookoff	5,150.00	1,500.00	3,650.00	243.3%
Total 400400 · REVENUE - SPECIAL EVENTS	27,379.30	12,751.95	14,627.35	114.7%
400500 · REVENUE - ALL OTHER				
400520 · Interest Income	48.44	159.98	-111.54	-69.7%
400540 · Board Conference	900.00	0.00	900.00	100.0%
400545 · Affinity Programs	0.00	4,511.07	-4,511.07	-100.0%
400557 · C.A.K.E	13,300.00	8,250.00	5,050.00	61.2%
400558 · JR LEADERSHIP (FORMALLY LIT)	9,617.00	6,348.50	3,268.50	51.5%
400559 · CHAMBER CHAMPIONS	2,500.00	0.00	2,500.00	100.0%
Total 400500 · REVENUE - ALL OTHER	26,365.44	19,269.55	7,095.89	36.8%
400600 · BUSINESS DEVELOPMENT DIVISION				
400650 · BD - Miscellaneous	2,612.29	0.00	2,612.29	100.0%
Total 400600 · BUSINESS DEVELOPMENT DIVISION	2,612.29	0.00	2,612.29	100.0%

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04/10/25

Accrual Basis

Coastal Alabama Business Chamber
Profit & Loss Prev Year Comparison
January through March 2025

	Jan - Mar 25	Jan - Mar 24	\$ Change	% Change
400700 · REVENUE - SHRIMP FESTIVAL				
400710 · ARTS & CRAFTS				
400711 · A/C - Application Fees	5,355.00	3,885.00	1,470.00	37.8%
Total 400710 · ARTS & CRAFTS	5,355.00	3,885.00	1,470.00	37.8%
400720 · SF - CHILDRENS ACTIVITY VILL				
400721 · SF - CAV - Application Fees	210.00	210.00	0.00	0.0%
Total 400720 · SF - CHILDRENS ACTIVITY VILL	210.00	210.00	0.00	0.0%
400725 · SF - FINE ARTS				
400726 · SF - FA Application Fees	595.00	630.00	-35.00	-5.6%
Total 400725 · SF - FINE ARTS	595.00	630.00	-35.00	-5.6%
400735 · SF - FOOD AREA VENDORS				
400336 · SF - Food Area - Applc Fees	875.00	735.00	140.00	19.1%
Total 400735 · SF - FOOD AREA VENDORS	875.00	735.00	140.00	19.1%
400745 · SF-RETAIL MARKETPLACE				
400746 · SF-Retail Mkt Application Fees	1,855.00	1,610.00	245.00	15.2%
Total 400745 · SF-RETAIL MARKETPLACE	1,855.00	1,610.00	245.00	15.2%
400750 · SF - SPONSORSHIPS				
400751 · SF Sponsorships - Premium Level	0.00	25,000.00	-25,000.00	-100.0%
400752 · SF-Sponsorships-Friends of Fest	30,700.00	42,475.00	-11,775.00	-27.7%
Total 400750 · SF - SPONSORSHIPS	30,700.00	67,475.00	-36,775.00	-54.5%
400795 · SF - CONCESSIONS				
400796 · SF - Concession Beer	0.00	20.00	-20.00	-100.0%
Total 400795 · SF - CONCESSIONS	0.00	20.00	-20.00	-100.0%
400810 · SF - CHAMBER SF RETAIL				
400812 · SF-Retail Merch-Office	235.00	56.10	178.90	318.9%
400813 · SF - Poster Sales - Office	0.00	305.00	-305.00	-100.0%
Total 400810 · SF - CHAMBER SF RETAIL	235.00	361.10	-126.10	-34.9%
Total 400700 · REVENUE - SHRIMP FESTIVAL	39,825.00	74,926.10	-35,101.10	-46.9%
400840 · SF - Miss Sunny Contest	100.00	0.00	100.00	100.0%
Total Income	361,030.47	375,043.79	-14,013.32	-3.7%
Gross Profit	361,030.47	375,043.79	-14,013.32	-3.7%
Expense				
660000 · PERSONNEL & PAYROLL EXP				
660010 · Salaries & Wages	119,457.32	137,198.28	-17,740.96	-12.9%
660022 · Commissions - Memberships	24,947.79	22,168.85	2,778.94	12.5%
660030 · Payroll Taxes	12,607.99	12,091.18	516.81	4.3%
660040 · Employee Benefits	15,891.67	15,003.66	888.01	5.9%
660050 · Auto Allowance	2,350.00	2,650.00	-300.00	-11.3%
660060 · Professional Devel & Training	0.00	825.00	-825.00	-100.0%
660080 · Staff Uniforms	170.00	0.00	170.00	100.0%
Total 660000 · PERSONNEL & PAYROLL EXP	175,424.77	189,936.97	-14,512.20	-7.6%

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04/10/25

Accrual Basis

Coastal Alabama Business Chamber

Profit & Loss Prev Year Comparison

January through March 2025

	Jan - Mar 25	Jan - Mar 24	\$ Change	% Change
660100 • GENERAL AND ADMINISTRATION				
660110 • Legal and Accounting	5,549.31	5,257.35	291.96	5.6%
660120 • Bank Charges	407.00	308.75	98.25	31.8%
660130 • Credit Card Discount Fees	5,718.95	5,128.19	590.76	11.5%
660140 • Postage	588.62	342.70	245.92	71.8%
660141 • Wharf Rent	2,139.78	3,419.62	-1,279.84	-37.4%
660160 • Office Supplies	1,790.35	382.56	1,407.79	368.0%
660170 • Facility Supplies	1,641.59	402.67	1,238.92	307.7%
660190 • Office Equipment Leases	1,486.20	1,017.09	469.11	46.1%
660192 • Repairs and Maintenance	5,390.60	2,372.42	3,018.18	127.2%
660195 • Interest Expense	7,818.61	7,371.89	446.72	6.1%
660205 • Telecommunications	1,337.62	1,322.78	14.86	1.1%
660300 • Insurance-W/C, Dir, Propr, Liab	9,719.10	8,181.69	1,537.41	18.8%
660400 • Transportation	56.00	143.67	-87.67	-61.0%
660510 • Monthly Service Contracts	498.75	496.65	2.10	0.4%
660520 • Web and Data Management	5,598.64	5,161.43	437.21	8.5%
660650 • Board Conference	5,482.26	2,965.45	2,516.81	84.9%
660680 • Membership Dues & Subscriptions	2,037.50	2,223.24	-185.74	-8.4%
660690 • Misc Festivals (FT, LOL, MAM)	1,900.32	-3,265.52	5,165.84	158.2%
Total 660100 • GENERAL AND ADMINISTRATION	59,161.20	43,232.61	15,928.59	36.8%
660200 • FACILITY				
660220 • Property Taxes	0.00	13,774.67	-13,774.67	-100.0%
660230 • Utilities				
660232 • Water and Sewer	155.19	161.58	-6.39	-4.0%
660235 • Electrical	2,457.00	2,431.00	26.00	1.1%
660230 • Utilities - Other	865.87	834.52	31.35	3.8%
Total 660230 • Utilities	3,478.06	3,427.10	50.96	1.5%
660240 • Landscape Maintenance	2,165.40	2,165.40	0.00	0.0%
Total 660200 • FACILITY	5,643.46	19,367.17	-13,723.71	-70.9%
660600 • MEMBERSHIP				
660601 • Advertising Expense-Design	5,746.65	0.00	5,746.65	100.0%
6606010 • BAH/Vibe @ 5	519.75	67.50	452.25	670.0%
660602 • Ribbon Cuttings	38.68	194.24	-155.56	-80.1%
660603 • C.A.L.L. Adult Leadership	800.78	222.53	578.25	259.9%
660604 • Lunch Bunch	512.62	1,480.23	-967.61	-65.4%
660606 • Lunch and Learn	31.48	0.00	31.48	100.0%
660607 • PowHer Hour	1,200.00	3,807.00	-2,607.00	-68.5%
660608 • EXPO	3,722.81	0.00	3,722.81	100.0%
660610 • First Friday Forum	11,360.10	9,559.00	1,801.10	18.8%
660620 • Annual Meeting	9,442.25	31,074.06	-21,631.81	-69.6%
660660 • Membership Marketing	28.10	420.77	-392.67	-93.3%
660661 • LA Young Professionals				
660661 • LA Young Professionals - Other	1,266.96	8,902.37	-7,635.41	-85.8%
Total 660661 • LA Young Professionals	1,266.96	8,902.37	-7,635.41	-85.8%
660665 • Ambassador/Diplomat Programs	322.42	-132.22	454.64	343.9%
Total 660600 • MEMBERSHIP	34,992.60	55,595.48	-20,602.88	-37.1%
660700 • SPECIAL EVENTS				
660666 • C.A.K.E	2,080.65	1,312.50	768.15	58.5%
660695 • Holly Days on Main	0.00	345.00	-345.00	-100.0%
660725 • SF Golf Tournament - Education	1,729.42	0.00	1,729.42	100.0%
660774 • Parades - Christmas & Mardi Gra	150.00	784.85	-634.85	-80.9%
660775 • Ballyhoo Expense	3,371.40	500.00	2,871.40	574.3%
660778 • Wharf Cookoff	1,147.50	1,000.00	147.50	14.8%
Total 660700 • SPECIAL EVENTS	8,478.97	3,942.35	4,536.62	115.1%

9:41 AM

04/10/25

Accrual Basis

Coastal Alabama Business Chamber

Profit & Loss Prev Year Comparison

January through March 2025

	Jan - Mar 25	Jan - Mar 24	\$ Change	% Change
660790 • BUSINESS DEVELOPMENT				
660793 • BD - Business Advocacy & Suppo	2,400.00	440.00	1,960.00	445.5%
660797 • BD - Environmental/E-Cycling	1,083.43	2,381.57	-1,298.14	-54.5%
660750 • BD - Island Spirit Awards	1,697.74	1,719.98	-22.24	-1.3%
660799 • Jr Leadership Program	975.00	525.00	450.00	85.7%
Total 660790 • BUSINESS DEVELOPMENT	6,156.17	5,066.55	1,089.62	21.5%
670700 • SHRIMP FESTIVAL EXPENSES				
670750 • SF - SPONSORSHIPS				
670757 • SF - Sponsor - Commissions	4,350.00	6,360.00	-2,010.00	-31.6%
Total 670750 • SF - SPONSORSHIPS	4,350.00	6,360.00	-2,010.00	-31.6%
670765 • SF - ENTERTAINMENT				
670768 • SF - Enter - Music License Fee	425.00	0.00	425.00	100.0%
Total 670765 • SF - ENTERTAINMENT	425.00	0.00	425.00	100.0%
670795 • SF - CONCESSIONS				
670800 • SF-Concess-Electrical & Misc	7,691.00	0.00	7,691.00	100.0%
Total 670795 • SF - CONCESSIONS	7,691.00	0.00	7,691.00	100.0%
670810 • SF - CHAMBER RETAIL				
670817 • SF - CR - Poster Contest	24.91	0.00	24.91	100.0%
670820 • SF - CR - Sales Tax on Sales	26.34	3,734.09	-3,707.75	-99.3%
Total 670810 • SF - CHAMBER RETAIL	51.25	3,734.09	-3,682.84	-98.6%
670830 • SHRIMP FESTIVAL OPERATIONS				
670833 • SF - Set Up & Brk Down	0.00	-3,729.71	3,729.71	100.0%
670861 • SF - Advertising	375.50	0.00	375.50	100.0%
670865 • SF - Credit Card Disc Fees	5.12	4.01	1.11	27.7%
670871 • SF - Operations Miscellaneous	300.00	96.00	204.00	212.5%
670876 • SF Online Sales Postage	17.54	0.00	17.54	100.0%
Total 670830 • SHRIMP FESTIVAL OPERATIONS	698.16	-3,629.70	4,327.86	119.2%
Total 670700 • SHRIMP FESTIVAL EXPENSES	13,215.41	6,464.39	6,751.02	104.4%
670875 • SF-Little Miss SF	0.00	2,049.50	-2,049.50	-100.0%
Total Expense	303,072.58	325,655.02	-22,582.44	-6.9%
Net Ordinary Income	57,957.89	49,388.77	8,569.12	17.4%
Net Income	57,957.89	49,388.77	8,569.12	17.4%

CABC & City of Orange Beach Partnership 2025

4/14/25

The Coastal Alabama Business Chamber continues to offer top quality programs and services to businesses and students in Orange Beach. During an uneasy time for our businesses the chamber is working to reduce expenses and strengthen revenue through varied sources with the goal of continuing to provide vital support in such a crucial time. (see worksheet)

The chamber would like to submit a one-time funding request for \$25,000 to assist in bridging the time of uncertainty, while reducing expenses, all in order to continue providing quality services to the community.

Programs & Services (not requiring a chamber membership)

CAKE Day – our elementary school entrepreneurial program (70+ participants)

Jr. Leadership – High School leadership program for juniors (25+ participants annually)

CALL – Adult Leadership program (22+ participants annually)

Festival support to include Freedom Fest & Shrimp Festival – generating 250K+ visitors and tax revenue annually

Programs & Services (in support of the City of Orange Beach)

GSIA – spearheading the planning & execution of (2) business & community events promoting the new terminal and commercial flights for our regional airport

Beverage sales support at seasonal festivals

Communications arm to the businesses in city initiatives and programs

Programs & Services (provided by the Coastal Alabama Business Chamber)

Ambassadors	Recycle/Shred Day	Black & White Night	CAKE Day	
CALL	Coastal Christmas Market	Diplomats	Business Expo	Chef Challenge
EPIC	First Friday Forum speaker series	Island Spirit Award	Jr. Leadership	
Young Professionals	PowHer Hour	Small Business Committee		
Cons. & Nat Resources	Education committee	Marine Trades	Public Policy	

Strategic Action Plan

*Goal: (exceed all program & event revenue goals for the 3 remaining quarters of 2025)
(meet or be lower on expense goals for remainder of year)*

Staff Taskforce: Action plan to meet or exceed revenue goals

Post upcoming event/program income and expense goals at staff meetings. Track them up until the event

Create a staff plan customized for each upcoming program/event. Work as a taskforce (team basis) in securing commitments until goal is met or exceeded.

- Identify prospects from complete membership list
- Assign a list to staff members based on current relationship with the member
- Increase our bandwidth to reach a larger percentage of members to participate
- Create information call sheets with talking points for each event/program
- Email commitment details (or form) to Kimberly for invoicing and tracking totals
- One example personalized Individual Emails offering co-branding opportunity followed by a personal phone call
- Other – each event/program will have a customized plan

*Chamber Table at FFF & Vibe to promote new memberships & Collette travel

Proactive Measures - CEO

Individual *staff* to meet with CEO: to discuss expectations, roles and responsibilities. Any needed changes or restructuring will be identified and discussed. Save **\$30K*** commissions

New sponsorship opportunity for Columbia Southern University(CSU)/Immediate **\$15,000***

City of Gulf Shores: up to **\$25K** – Support for communitywide programs

City of Orange Beach: up to **\$25K** – Support for communitywide programs

Collette Travel Program – Expansion of program: more trips, travelers & revenue **\$25K**

Create Advertising 101 – add digital sign & web banner ad sales **\$10K**

Shrimp Fest National Sponsors for 2025 – Increase by **\$50K** (2 new sponsors)

2026 – Cash/Check/ACH Discounting. (raise all prices by 3% and) Offer a 3% discount when paying by one of these 3 methods. Reduce expense of **\$17K** annually

Total: \$197K



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 17, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of Vehicle Emergency Equipment for the Police Department from state bid in the amount of \$61,604.23. (SB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 07-01-25 25-xxx Authorize Purchase Police Vehicle Emergency Equipment State Bid
2. 2025.05.27 Quote - Police - Haynes Emergency Lighting

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
VEHICLE EMERGENCY EQUIPMENT FOR THE POLICE DEPARTMENT
FROM STATE BID IN THE AMOUNT OF \$61,604.23**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of Emergency Equipment for three new vehicles for the Police Department from the Alabama State Bid in the amount of \$61,604.23;
2. That the Mayor is hereby authorized to approve payment to Emergency Lighting by Haynes, L.L.C. in the amount of \$61,604.23 for Emergency Equipment for three new police vehicles;
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 1st DAY OF JULY, 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 July 1, 2025.

City Clerk



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

Order Number: 25-0468
Order Date: 5/27/2025

Salesperson: GLEN DAVIES
GLEN@ELBHAYNES.COM

Customer Number: 03-0015001

Sold To:

CITY OF ORANGE BEACH
ACCOUNTS PAYABLE
P.O. BOX 458
ORANGE BEACH, AL 36561

Confirm To:

trent johnson

Ship To:

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

Customer P.O.	Ship VIA	F.O.B.	Terms			
			Net 30			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
WHELEN MASTER AGREEMENT 230000004212						
/I	EACH	3.000	0.000	0.000	8,495.000	25,485.00
WHELEN OBPB LT/SIREN PKG						
WHELEN 42% OFF \$15,508.62						
/I	EACH	3.000	0.000	0.000	0.000	0.00
EB2EEEE MIDNIGHT EDITION						
INCLUDED IN PACKAGE						
/I	EACH	3.000	0.000	0.000	0.000	0.00
BS508 WECANX B/A						
INCLUDED IN PACKAGE						
TCRWX5	EACH	6.000	0.000	0.000	0.000	0.00
DUOWeCanX TRACER 5-LAMP BW SMO			Whse: 003			
INCLUDED IN PACKAGE						
XI2E	EACH	12.000	0.000	0.000	0.000	0.00
DUO LINEAR ION BLU/WHT SMK BLK			Whse: 003			
INCLUDED IN PACKAGE						
PSE02FCR	EACH	6.000	0.000	0.000	0.000	0.00
STRIPLITE+ DUO FLASHER BLU/WHT			Whse: 003			
INCLUDED IN PACKAGE						
PSBKT90	EACH	6.000	0.000	0.000	0.000	0.00
STRIP-LITE+ 90 DEG MT KIT			Whse: 003			
INCLUDED IN PACKAGE						
XI3JC	EACH	6.000	0.000	0.000	0.000	0.00
TRIO ION R/B WHT OVERRIDE SMK			Whse: 003			
INCLUDED IN PACKAGE						
TSS0EX	EACH	6.000	0.000	0.000	0.000	0.00
T-SERIES SURFACENT BLU-WHT/SMK			Whse: 003			
INCLUDED IN PACKAGE						

Continued



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Customer P.O.	Ship VIA	F.O.B.	Terms			
			Net 30			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
C399	EACH	3.000	0.000	0.000	0.000	0.00
WHELEN CENCOM CORE SIREN			Whse: 003			
INCLUDED IN PACKAGE						
CCTL7	EACH	3.000	0.000	0.000	0.000	0.00
WeCanX 21 BUTTON/SLIDE CTRL HD			Whse: 003			
INCLUDED IN PACKAGE						
C399SP	EACH	3.000	0.000	0.000	0.000	0.00
SCANport KIT FOR C399			Whse: 003			
INCLUDED IN PACKAGE						
SA315U	EACH	6.000	0.000	0.000	0.000	0.00
SA315U SPEAKER, BLACK PLASTIC			Whse: 003			
INCLUDED IN PACKAGE						
SAK1	EACH	6.000	0.000	0.000	0.000	0.00
SAK1 UNIVERSAL SPEAKER BRACKET			Whse: 003			
INCLUDED IN PACKAGE						
CHOWLER	EACH	3.000	0.000	0.000	0.000	0.00
WECANX HOWLER			Whse: 003			
INCLUDED IN PACKAGE						
/I	EACH	3.000	0.000	0.000	0.000	0.00
HWLRB29 BRACKET						
INCLUDED IN PACKAGE						
/I	EACH	3.000	0.000	0.000	0.000	0.00
CEM24 EXPANTION MODULE						
INCLUDED IN PACKAGE						
C-VS-0618-INUT	EACH	3.000	0.000	0.000	427.020	1,281.06
Ford Interceptor Utility Speci			Whse: 003			
HAVIS 34% OFF \$647.00						

Continued



Quote

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			Net 30			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
/I	EACH	3.000	0.000	0.000	239.580	718.74
HAVIS C-PM-134-PC						
HAVIS 34% OFF \$363.00						
/I	EACH	3.000	0.000	0.000	802.560	2,407.68
DS-GTC-617-BW docking station						
Havis 34% off \$1216.00						
C-HDM-204	EACH	3.000	0.000	0.000	156.800	470.40
8.5" Heavy Duty Telescoping Po						
HAVIS 34% OFF \$237.00						
C-MD-112	EACH	3.000	0.000	0.000	250.140	750.42
11" HAVIS SLIDE OUT LOCKING SW						
HAVIS 34% OFF \$379.00						
CUP2-1001	EACH	3.000	0.000	0.000	46.200	138.60
HAVIS SELF ADJUST CUP HOLDER						
HAVIS 34% OFF \$70.00						
C-ARM-102	EACH	3.000	0.000	0.000	64.020	192.06
Console, Side mount Arm rest,						
HAVIS 34% OFF \$97.00						
C-EB40-CCS-1P	EACH	3.000	0.000	0.000	0.000	0.00
1-p Equ Moutning Bkt 4" mount						
INCLUDED WITH CONSOLE						
C-EB30-APS-1P	EACH	3.000	0.000	0.000	0.000	0.00
1-p Equ Mounting Bkt, 3" moun						
INCLUDED WITH CONSOLE						
C-FP-1	EACH	3.000	0.000	0.000	0.000	0.00
1" Filler Plate						
INCLUDED WITH CONSOLE						

Continued



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Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
C-FP-4	EACH	3.000	0.000	0.000	0.000	0.00
4" Filler Plate			Whse: 003			
INCLUDED WITH CONSOLE						
C-FP-2	EACH	3.000	0.000	0.000	0.000	0.00
2" Filler Plate			Whse: 003			
INCLUDED WITH CONSOLE						
C-FPW-15	EACH	3.000	0.000	0.000	0.000	0.00
1-1/2" Filler Plate for Wide V			Whse: 003			
INCLUDED WITH CONSOLE						
C-MCB	EACH	6.000	0.000	0.000	12.540	75.24
M.C. BRACKET			Whse: 003			
HAVIS 34% OFF \$20.00						
MMSU-1	EACH	6.000	0.000	0.000	35.000	210.00
MAGNETIC MIC SINGLE UNIT			Whse: 003			
HAVIS 34% OFF \$53.03						
/I	EACH	3.000	0.000	0.000	462.450	1,387.35
WESTIN 36-2125 PUSH BUMPER						
WESTIN 42% OFF \$797.33						
/I	EACH	3.000	0.000	0.000	421.470	1,264.41
WESTIN 36-2125PB PIT BAR						
WESTIN 42% OFF \$726.67						
/I	EACH	3.000	0.000	0.000	293.870	881.61
WESTIN 36-2125W WING WRAP						
WESTIN 42% OFF \$506.67						
/I	EACH	3.000	0.000	0.000	43.310	129.93
WESTIN 36-6005W4 LIGHT CHANEL						
WESTIN 42% OFF \$74.67						

Continued



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			Net 30			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
/I	EACH	3.000	0.000	0.000	43.310	129.93
WESTIN 36-2125WC WIRE COVER						
WESTIN 42% OFF \$74.67						
/I	EACH	3.000	0.000	0.000	887.040	2,661.12
PRPSP4714UINT20A						
PRO-GARD 28% OFF of \$1232.00						
/I	EACH	3.000	0.000	0.000	1,756.800	5,270.40
PRO-GARD S4702UINT20OSB-R						
PRO-GARD 28% OFF \$2440.00						
WBP47NPUINT20	EACH	3.000	0.000	0.000	244.800	734.40
WINDOW BAR POLY OEM UINT 20						
PRO-GARD 28% OFF \$340.00						
/I	EACH	3.000	0.000	0.000	486.000	1,458.00
CSDDET23 ELE TRAY						
PRO-GARD 28% OFF \$675.00						
/I	EACH	3.000	0.000	0.000	1,298.160	3,894.48
CSDLG002 STORAGE DRAWER						
PRO-GARD 28% OFF \$1803.00						
/I	EACH	3.000	0.000	0.000	100.800	302.40
4CSD47UNIT20 MOUNTING BRACKET						
PRO-GARD 28% OFF \$140.00						
BIT13	EACH	3.000	0.000	0.000	225.000	675.00
KERR POWER DISTRIBUTION PANEL						
Whse: 003						
/INSTALL KIT-RD	EACH	3.000	0.000	0.000	150.000	450.00
WIRE, TERMINAL & SUPPLIES						
/LABOR-RD	EACH	3.000	0.000	0.000	2,997.000	8,991.00
LABOR-ROBERTSDALE						
above equipment & radio,camera system						

Continued

Quote



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Customer P.O.	Ship VIA	F.O.B.	Terms			
			Net 30			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
/I	EACH	1.000	0.000	0.000	605.000	605.00
pro gard shipping						
/I	EACH	1.000	0.000	0.000	650.000	650.00
westin shipping						
/I	EACH	1.000	0.000	0.000	225.000	225.00
Havis shipping						
/I	EACH	1.000	0.000	0.000	165.000	165.00
whelen shipping						

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

Net Order:	61,604.23
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	61,604.23



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 17, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a software service and hardware purchase agreement with Flock Group, Inc., for license plate recognition cameras for the Police Department in the amount of \$81,000. (SB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 07-01-25 25-xxx Authorize Service Agreement Flock Safety LPR Cameras Police
2. 2025.06.06 Quote - Police - Flock Safety
3. 2025.06.09 Sole Source Letter - Police - Flock Safety
4. 2025.06.09 Sole Source Justification - Police - Flock Safety

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
SOFTWARE SERVICE AND HARDWARE PURCHASE AGREEMENT WITH
FLOCK GROUP, INC.
FOR LICENSE PLATE RECOGNITION CAMERAS FOR THE POLICE DEPARTMENT
IN THE AMOUNT OF \$81,000**

FINDINGS:

1. Orange Beach City Council adopted Resolution No. 24-209 authorizing the execution of a software service and hardware purchase agreement with Flock Group, Inc., for license plate recognition cameras for the Police Department.
2. The Police Chief has recommended accepting a software service and hardware purchase agreement (attached Exhibit A) with Flock Group, Inc., for additional license plate recognition (LPR) cameras for the Police Department.
3. After having reviewed said 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 software service agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Flock Group, Inc., as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the Mayor is hereby authorized to approve payment to Flock Group, Inc., in the amount of \$81,000, per Quote No. Q-145251 dated June 6, 2025; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 1st DAY OF JULY, 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 July 1, 2025.

City Clerk

**Flock Safety + AL - Orange Beach
PD**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Mark Schmitz
mark.schmitz@flocksafety.com
+12564574533

Created Date: 06/06/2025
Expiration Date: 07/06/2025
Quote Number: Q-145251
PO Number:



ORDER FORM

This order form ("Order Form") hereby incorporates and includes the terms of the previously executed agreement (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "Effective Date")

Customer:	AL - Orange Beach PD	Initial Term:	24 Months
Legal Entity Name:	AL - Orange Beach PD	Renewal Term:	24 Months
Accounts Payable Email:	sbrown@orangebeachal.gov	Payment Terms:	Net 30
Address:	Po Box 458 Orange Beach, Alabama 36561	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$36,000.00
Flock Safety Platform			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	2	Included
Flock Safety LPR, fka Falcon	Included	10	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	2	\$1,300.00
Professional Services - MASH Tested Pole Implementation Fee - Coastal Region	\$770.00	10	\$7,700.00

Subtotal Year 1:	\$45,000.00
Annual Recurring Subtotal:	\$36,000.00
Discounts:	\$19,800.00
Estimated Tax:	\$0.00
Contract Total:	\$81,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Special Terms:

Upon execution of this Agreement, the Term for Flock Hardware shall commence upon first installation and validation per each phase as identified in the chart below ("Phase"), except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement.

In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Upon completion of installation and validation of total Phases, the Customer agrees that the Term of all Phases will run coterminous in accordance with the

Term of Phase 1. In the event of any overlap in subscription terms (meaning the period from the effective date until expiration or termination of an agreement) and prior invoices, payments will be provided in pro rata credit. Any estimates provided on credits are subject to change based on the execution date of a new agreement. To the extent applicable, any prorated amounts provided are subject to change based on term commencement of first hardware validation of products referenced within each Phase.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$45,000.00
Annual Recurring after Year 1	\$36,000.00
Contract Total	\$81,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$19,800.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - MASH Tested Pole Implementation Fee - Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.
The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: AL - Orange Beach PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____



2025 Sole Source Letter for Flock Safety® Public Safety Solutions

June 09, 2025

Orange Beach Police Department
PO Box 458
Orange Beach, AL, 36561

Dear Ashleigh Johnson,

This letter serves to confirm that Flock Group Inc. d/b/a Flock Safety is the sole provider of our proprietary public safety technology solution specifically designed for use by law enforcement, communities, and private entities to increase safety and reduce crime. Flock Safety's unique system integrates hardware and cloud-based software to enable real-time data processing and secure data sharing capabilities that are unavailable through other providers.

As the sole developer and provider of this proprietary technology, Flock Safety retains exclusive rights to manufacture, license, and support the products and software we offer. Our solutions include cutting-edge features such as machine learning analytics, CJIS-compliant data storage, and a centralized system that facilitates collaboration across multiple jurisdictions, supporting a more robust and efficient public safety network. Specifically, Flock Safety provides the ability to access additional cameras from Flock customers, including: Foley, Daphne, Andalusia, Prattville, at no additional cost.

No other vendor offers the specific combination of hardware and cloud-based features, CJIS-compliant data handling, or the national network capabilities that Flock Safety provides. For these reasons, Flock Safety is the only source available for these services.

Thank you,

A handwritten signature in black ink, appearing to read "G. Langley".

Garrett Langley CEO, Flock Safety®



Flock Safety® LPR Cameras

Flock Safety® is the sole manufacturer, developer, and distributor of Flock Safety® LPR Camera, Flock Safety® Long-Range LPR, Flock Safety® Short-Range LPR, Flock Safety® Flex LPR Camera, Flock Safety® LPR Camera for Neighborhoods, and Flock Safety® LPR Video Integration.

Flock Safety® LPR Camera

- Fixed, infrastructure-free license plate recognition (“LPR”) cameras suitable for capturing two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
- Includes Flock Safety® solar LPR camera option (next-gen platform standard range), which may cover up to three (3) lanes of traffic simultaneously

Flock Safety® Long-Range LPR

- Fixed, infrastructure-free long-range (“LR”) LPR, suitable for capturing three (3+) lanes of traffic simultaneously with a single camera from a vertical mass
- Includes Flock Safety® solar LR LPR option (next-gen platform LR)

Flock Safety® Short-Range LPR

- Fixed, infrastructure-free short-range (“SR”) LPR with solar power capability, suitable for wide angle capture (i.e., parking lots or garages)

Flock Safety® Flex LPR Camera

- Location-flexible, infrastructure-free self-installation LPR camera with solar power option
- Ties seamlessly into the Flock Safety® ecosystem with a small and lightweight camera
- Ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

Flock Safety® LPR Camera for Neighborhoods

- Infrastructure- and maintenance-free LPR for 24/7 neighborhood security

Flock Safety® LPR Video Integration

- Integrates third-party LPR and video cameras into FlockOS® utilizing existing camera infrastructures

The Flock Safety® LPR cameras listed above are the only Law Enforcement Grade LPR cameras to offer the following combination of proprietary features:

- **Vehicle Fingerprint Technology®**
 - Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
 - Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
 - Ability to “Save Search” based on description of vehicles using Flock’s patented Vehicle Fingerprint Technology® without the need for a license plate, and set

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- up alerts based on vehicle description
 - Only LPR provider with “Visual Search,” which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
 - **Integrated Cloud-Software & Hardware Platform**
 - Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
 - Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 65W or less
 - Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
 - Utilizes motion trigger to start and stop recording without the need for a reflective plate
 - Motion detection allows for unique vehicle cases such as bicycle capture, ATV, motorcycle, etc.
 - On device machine processing to limit LTE bandwidth consumption
 - All images and metadata is encrypted throughout its entire lifecycle from on-device to storage in Flock’s US-based CJIS-compliant cloud
 - Covert industrial design for minimizing visual pollution
 - **Transparency & Ethical Product Design**
 - One-of-a-kind “Transparency Portal,” a public-facing dashboard that details the customer’s policies, as well as automatically updates metrics from the Flock Safety® system
 - Built-in integration with National Center for Missing & Exploited Children (“NCMEC”) to receive AMBER Alerts to find missing children
 - Privacy controls to enable certain vehicles to “opt-out” of being captured
 - **Integrated Gunshot Detection**
 - Ability to pair with Flock Safety® gunshot detection device, which has natively integrated gunshot detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
 - **Live Video Integration**
 - Ability to apply computer vision to third-party cameras using the Flock Safety® LPR video integration, transforming them into evidence capture devices using the same Vehicle Fingerprint® technology offered on the Flock Safety® LPR cameras
 - Flock Safety® video integration livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
 - Manage various government intelligence including LPR, livestream cameras, computer-aided dispatch (“CAD”), automatic vehicle location (“AVL”) on Flock Safety® video integration suite
-

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- **Situational Awareness**

- FlockOS® is the world's first and only public safety operating system compatible with Flock Safety® LPR video cameras, including live streaming fixed and pan-tilt-zoom ("PTZ") video cameras, and the Flock Safety® gunshot detection device, while seamlessly integrating first and third-party data across video, LPR, and audio to deliver real-time intelligence and retroactive crime solving in a single-pane real-time crime center
- Ability to enhance situational awareness capacity by layering all intelligence streams onto the FlockOS® ESRI-based map
- FlockOS® features Flock Safety® unique Real-Time Routing feature that analyzes various data sources to determine where a suspect vehicle has been and its direction of travel, providing users with possible outcomes based on a confidence threshold

- **Warranty & Service**

- Lifetime maintenance and support included in subscription price
- Flock Safety® is the only fully integrated LPR one-stop solution from production of the devices to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

- **Partnerships**

- Flock Safety® is the only LPR provider to officially partner with Prepared911 to distribute 911 call audio and transcripts to law enforcement agencies
- Through FlockOS®, Flock Safety® is the only LPR provider to officially partner with FirstTwo to enable clicking anywhere on a display map to display the relevant information from FirstTwo
- Access to additional cameras purchased by Flock's HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost



Sole Source Justification

The good/service requested is restricted to one supplier for the reasons stated below:

1. Why is the acquisition restricted to this good/service/supplier?
Flock Safety is currently being utilized by the Department with much success. To implement a separate system that does not integrate with this system would require an excessive amount of set up (including costs) on the front end, without guarantee of adequate service.
2. Provide the background of events leading to this acquisition.
The Orange Beach Police Department has been utilizing Flock cameras for approximately five years. We have been looking to expand our coverage area during that time, but have encountered costly issues with specific equipment needed to place them on the State right of way. When awarded the ADECA grant, Flock provided us with a quote of 12 cameras with free installation upon contractual obligation by the end of June 2025.
3. Describe the uniqueness of this acquisition. (Why was the good/service/supplier chosen?)
See attached Sole Source from Flock Safety. This also integrates with our current system and would require no additional up front set up costs.
4. What are the consequences of not purchasing the goods/services or contracting with the proposed supplier?
Excessive up front setup costs that would prevent the acquisition of the large number of cameras Flock is able to provide by also waiving installation.
5. What market research was conducted to substantiate no competition, including evaluation of other items considered? (Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable. The names and addresses of suppliers contacted and the reasons for not considering them must be included or an explanation of why the survey or effort to identify other goods/services was not performed.)
No survey was performed. Our intelligence unit currently has access to two other ALPR services, Open ALPR and Vigilant through other agencies granting us access. Sgt. Johnson is familiar with their companies and operations. Whereas Flock is a "one stop shop" and is all inclusive in their equipment and service, other companies require the additional purchase of mounting devices, the need to run power and internet to all of the devices and do not include maintenance and service.

Price Analysis

1. How was the price offered determined to be fair and reasonable? (Explain what the basis was for comparison and include cost analyses as applicable.)
Flock's comprehensive service is all encompassing, to include equipment, service and replacement for damage or theft. At this time other companies do not offer the same cost/benefit analysis as Flock.
2. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.
By utilizing Flock Safety, we will be saving \$19,500 on installation costs and will have no additional costs for any services provided while under contract with them.

Submitted by (name & department): Lt. Trent Johnson, Orange Beach Police Department

Date: June 9, 2025

Return completed form to: City of Orange Beach – Procurement Division
reberly@orangebeachal.gov



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 17, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a performance agreement with The Funky Lampshades for music entertainment at the "Pop-Up Park & Block Party" event. (KH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 07-01-25 25-xxx Authorize Performance Contract Funky Lampshades
2. 2025.06.16 Performance Contract Funky Lampshades

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PERFORMANCE AGREEMENT WITH THE FUNKY LAMPSHADES FOR
MUSIC ENTERTAINMENT AT THE “POP-UP PARK & BLOCK PARTY” EVENT**

FINDINGS:

1. The City of Orange Beach is hosting a Pop-Up Park & Block Party on July 12, 2025, in celebration of July being Parks and Recreation Month.
2. The City would like to provide live music entertainment for the duration of the event.
3. The Funky Lampshades are a local band who provide live music entertainment for a variety of events in south Baldwin County.
4. The City and The Funky Lampshades have reached an Agreement (attached Exhibit A) whereby The Funky Lampshades shall provide live music for the duration of the July 12, 2025, Pop-Up Park & Block Party in exchange for compensation as described in Exhibit A.
5. The City Council has determined that the attached Agreement it is in the best interest of the City of Orange Beach and its citizens and visitors. Hosting the Pop-Up Park & Block Party event and corresponding entertainment serves a public purpose by promoting the morals, contentment, prosperity, and general welfare of the community.

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 The Funky Lampshades 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 1st DAY OF JULY, 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 July 1, 2025.

City Clerk

PERFORMANCE CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, an Alabama municipal corporation (the “City”) and The Funky Lampshades (sometimes hereinafter “Contractor”), as follows:

1. Recitals:

- a. Contractor is a group who provides music entertainment for various events.
- b. The City desires to engage Contractor to provide such services for the benefit of Orange Beach residents and visitors.
- c. In consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties do hereby covenant and agree as follows.

2. Contractor’s Obligations:

- a. Contractor shall provide music entertainment at the City of Orange Beach Pop-Up Park & Block Party, 25805 John Snook Drive, Orange Beach, AL, for a total of two and a half hours from 5:30 PM to 8:00 PM on July 12, 2025 or other time as provided for herein.
- b. Contractor shall provide their own instruments, microphones, speakers, any other necessary sound equipment and sound engineer for the performance.
- c. Contractor must have an Orange Beach Business License.

3. City’s Obligations:

- a. City agrees to provide electrical outlets, extensions cords, and an indicated stage or stage area for the performance.

4. Compensation:

Contractor shall be compensated in the amount of One Thousand Dollars (\$1,000.00) within thirty (30) days following completion of Contractor’s obligation as set out in section 2.

5. Term:

The term of this agreement shall begin on July 1, 2025, and terminate on June 30, 2026, unless terminated earlier in accordance with paragraph 10.

6. Independent Contractor:

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

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

8. Insurance:

- a) For the term of this Agreement, the Contractor shall acquire and maintain in full force and affect throughout the life of this agreement a policy or policies of insurance in coverages and amounts satisfactory to the City. Contractor shall provide the certificate of insurance to the City Clerk with the City being named as an additional insured or certificate holder as the City may require.

9. Indemnity:

Contractor agrees to indemnify and hold the City, its elected and appointed officials, officers, agents, and employees, harmless from all costs, liabilities and claims for damages of any kind, including interest and attorneys' fees, arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. This section is not as to third parties or to anyone a waiver of any defense of immunity or statutory damages cap otherwise available to Contractor or City and these defenses and matters may be raised in the City's behalf in any action or proceeding arising from this Agreement.

10. 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.

11. Termination:

This agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate.

12. Force Majeure:

Neither party shall be liable for any failure or delay in performing its obligations under this agreement due to a force majeure event. A 'force majeure event' shall mean any event beyond the reasonable control of the affected party, including but not limited to acts of God, war, or terrorism. In the event of a force majeure, the affected party shall promptly notify the other party of the event and its impact on the ability to perform. The affected party shall take all reasonable steps to mitigate the effects of the force majeure event. If the force majeure event continues for more than 10 days, either party may terminate the agreement.

13. Cancellation/Reschedule:

The City may cancel or reschedule any outdoor event when weather conditions may be detrimental to equipment, entertainers, or the public. If an event is cancelled, the City shall compensate 50% of the rate set forth herein. If an event is rescheduled, Contractor shall perform the terms set forth herein at the newly scheduled date within the term of this contract. If Contractor is unable to perform on the provided alternate date, no fees shall be due to Contractor hereunder.

14. 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.

15. Modifications:

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

16. Severability:

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

17. Laws 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.

18. Permits, Licensing, 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.

Contractor gives City unrestricted right and permission to copyright, use, re-use, publish, and republish photographic portraits or pictures or audio or video recordings of Contractor, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever.

19. Copyrighted Materials:

Contractor will acquire all necessary licenses and assume all applicable costs arising from the use of patented, trademarked, franchised or copyrighted music, material, devices, processes or dramatic rights used on or incorporated in the event.

20. Confidentiality:

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

21. Notices:

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

City of Orange Beach:

City Clerk
Post Office Box 458
Orange Beach, Alabama 36561

With Required Copy to:

City Attorney
Post Office Box 458
Orange Beach, Alabama 36561

And to Contractor:

The Funky Lampshades
ATTN: Austin Thompson
8008 Pickwick Drive
Foley, Alabama 36535

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

CITY OF ORANGE BEACH,
An Alabama Municipal Corporation

By: _____
Mayor Anthony T. Kennon

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR:

THE FUNKY LAMPSHADES

By: _____
Austin Thompson, Its Representative

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, an Alabama Municipal Corporation, are signed to the foregoing agreement, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

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

(SEAL)

Notary Public
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Austin Thompson is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing, he, as such representative 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 on the _____ day of _____, 2025.

(SEAL)

Notary Public
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 17, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a software service agreement with Governmentjobs.com, Inc., dba NeoGov, for Core HR, employee benefits, payroll, time/labor management, and employee forms. (MB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 07-01-25 25-xxx Authorize Software Agreement NeoGov HR
2. 2025.06.30 Service Agreement NeoGov HR

RESOLUTION NO. 25-xxxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
SOFTWARE SERVICE AGREEMENT WITH
GOVERNMENTJOBS.COM, INC. (DBA NEOGOV)
FOR CORE HR, EMPLOYEE BENEFITS, PAYROLL,
TIME/LABOR MANAGEMENT, AND EMPLOYEE FORMS**

FINDINGS:

1. The City currently utilizes NeoGov in multiple capacities for Human Resources management pursuant to Agreements authorized by Resolution No. 24-133 on July 2, 2024, and Resolution No. 25-103 on May 6, 2025.
2. The aforementioned Agreements are for the implementation and utilization of the base-model NeoGov web-based software which can be expanded upon and Verified First Background Checks, respectively.
3. The City's Human Resources Department wishes to expand upon its current use of NeoGov software to include the Core HR platform and its benefits, payroll, time management, and employee forms abilities.
4. The City and NeoGov have reached an agreement (attached hereto Exhibit A) whereby NeoGov shall provide the City with the extension of its software specifically designed for the above-described capabilities in exchange for compensation as described in Exhibit A. NeoGov shall assist in the implementation and ongoing maintenance of said software.
5. After having reviewed the attached agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the City Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and GovernmentJobs.com, Inc., doing business as NeoGov, 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 1st DAY OF JULY, 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 July 1, 2025.

City Clerk



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-691588	Order #:	Q-387034
Customer:	Orange Beach, City of (AL)	Valid Until:	6/30/2025
Effective Employee Count:	520		
Sales Rep:	Mitch Boland		

Customer Contact		Shipping Contact	
Billing Contact:	Orange Beach, City of (AL) Michelle Bugos	Shipping Contact :	Orange Beach, City of (AL) Michelle Bugos
Billing Address:	4099 Orange Beach Boulevard Orange Beach, AL 36561	Shipping Address:	4099 Orange Beach Boulevard Orange Beach, AL 36561
Billing Contact Email:	mbugos@orangebeachal.gov	Shipping Contact Email:	mbugos@orangebeachal.gov
Billing Phone:	251-981-6779	Shipping Phone:	251-981-6779

Payment Terms		Notes:
Payment Term:	Net 30	
PO Number:		

Subscription Service

Prorated Period

80% discount on the subscription fees.
25% discount on the setup fees.
9 Biometric Time Clocks (w/ Power Supplies, PoE+ Injectors, WiFi Antennas).
5 days of Onsite Training.
834 Carrier Export = 4 additional.

Item	Type	Start Date	End Date	License Type	Total (USD)
Core HR Subscription	Recurring	7/1/2025	12/31/2025	Employee Based	\$1,787.50
Core HR Setup	Services			Employee Based	\$7,500.00
Benefits Subscription	Recurring	7/1/2025	12/31/2025	Employee Based	\$1,423.80
Benefits Setup	Services			Employee Based	\$7,500.00
Time & Attendance Subscription	Recurring	7/1/2025	12/31/2025	Employee Based	\$3,112.00
Time & Attendance Setup	Services			Employee Based	\$7,500.00
Payroll Subscription	Recurring	7/1/2025	12/31/2025	Employee Based	\$3,112.00
Payroll Setup	Services			Employee Based	\$7,500.00
Payroll Services Subscription	Recurring	7/1/2025	12/31/2025	Quantity Based	\$2,704.00
Payroll Services Setup	Services			Quantity Based	\$0.00



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El Segundo, CA 90245

NEOGOV

Item	Type	Start Date	End Date	License Type	Total (USD)
CMI Time Clock	Services			Quantity Based	\$31,104.00
Professional Services Onsite Training	Services			Quantity Based	\$17,000.00
Carrier 834 Export	Services			Quantity Based	\$1,500.00
Prorated Period TOTAL:					\$91,743.30

Year 1

**60% discount on the subscription fees.
25% discount on the eForms setup fee.**

Item	Type	Start Date	End Date	License Type	Total (USD)
Core HR Subscription	Recurring	1/1/2026	12/31/2026	Employee Based	\$7,150.00
Benefits Subscription	Recurring	1/1/2026	12/31/2026	Employee Based	\$5,695.20
Time & Attendance Subscription	Recurring	1/1/2026	12/31/2026	Employee Based	\$12,448.00
Payroll Subscription	Recurring	1/1/2026	12/31/2026	Employee Based	\$12,448.00
Payroll Services Subscription	Recurring	1/1/2026	12/31/2026	Quantity Based	\$10,816.00
eForms Subscription	Recurring	1/1/2026	12/31/2026	Employee Based	\$7,550.40
eForms Setup	Services			Employee Based	\$3,960.00
Year 1 TOTAL:					\$60,067.60

Year 2

50% discount on the subscription fees.

Item	Type	Start Date	End Date	License Type	Total (USD)
Core HR Subscription	Recurring	1/1/2027	12/31/2027	Employee Based	\$8,937.50
Benefits Subscription	Recurring	1/1/2027	12/31/2027	Employee Based	\$7,119.00
Time & Attendance Subscription	Recurring	1/1/2027	12/31/2027	Employee Based	\$15,560.00
Payroll Subscription	Recurring	1/1/2027	12/31/2027	Employee Based	\$15,560.00
Payroll Services Subscription	Recurring	1/1/2027	12/31/2027	Quantity Based	\$13,520.00



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El Segundo, CA 90245



Item	Type	Start Date	End Date	License Type	Total (USD)
eForms Subscription	Recurring	1/1/2027	12/31/2027	Employee Based	\$9,438.00
Year 2 TOTAL:					\$70,134.50

Year 3

30% discount on the subscription fees.

Item	Type	Start Date	End Date	License Type	Total (USD)
Core HR Subscription	Recurring	1/1/2028	12/31/2028	Employee Based	\$12,512.50
Benefits Subscription	Recurring	1/1/2028	12/31/2028	Employee Based	\$9,966.60
Time & Attendance Subscription	Recurring	1/1/2028	12/31/2028	Employee Based	\$21,784.00
Payroll Subscription	Recurring	1/1/2028	12/31/2028	Employee Based	\$21,784.00
Payroll Services Subscription	Recurring	1/1/2028	12/31/2028	Quantity Based	\$18,928.00
eForms Subscription	Recurring	1/1/2028	12/31/2028	Employee Based	\$13,213.20
Year 3 TOTAL:					\$98,188.30

Year 4

10% discount on the subscription fees.

Item	Type	Start Date	End Date	License Type	Total (USD)
Core HR Subscription	Recurring	1/1/2029	12/31/2029	Employee Based	\$16,981.25
Benefits Subscription	Recurring	1/1/2029	12/31/2029	Employee Based	\$13,526.10
Time & Attendance Subscription	Recurring	1/1/2029	12/31/2029	Employee Based	\$29,564.00
Payroll Subscription	Recurring	1/1/2029	12/31/2029	Employee Based	\$29,564.00
Payroll Services Subscription	Recurring	1/1/2029	12/31/2029	Quantity Based	\$25,688.00
eForms Subscription	Recurring	1/1/2029	12/31/2029	Employee Based	\$17,932.20
Year 4 TOTAL:					\$133,255.55

Total: | \$453,389.25

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions



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El Segundo, CA 90245



License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth in the Agreement Q-16488 executed between NEOGOV and Orange Beach, City of (AL) on July 10, 2024 (the "Agreement") with the following modifications: (i) the Effective Date (as defined in the Agreement) shall be the date set forth below, and (ii) the SKUs and pricing applicable to this purchase shall be as specified in this Order Form. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By: **Orange Beach, City of (AL)**

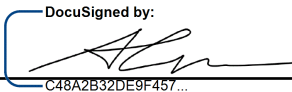
Signature: _____

Printed Name: _____

Title: _____

Date: _____

Accepted and Agreed By: **NEOGOV**

Signature:  _____
C48A2B32DE9F457...

Printed Name: **Alex Chun**

Title: **CFO**

Date: **6/10/2025 | 12:43:48 PM PDT**

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL





**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 17, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a master services agreement with OpenGov, Inc., for cloud software services. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 07-01-25 25-xxx Authorize Master Services Agreement OpenGov Software
2. 2025.06.09 Master Services Agreement OpenGov Software
3. 2025.06.11 Order Form OpenGov Software
4. 2025.06.05 Statement of Work OpenGov Software

RESOLUTION NO. 25-xxxx

A RESOLUTION AUTHORIZING THE EXECUTION OF A MASTER SERVICES AGREEMENT WITH OPENGOV, INC., FOR CLOUD SOFTWARE SERVICES

FINDINGS:

1. OpenGov, Inc., (hereinafter “OpenGov”) is a technology company specifically built for local and state governments that offers cloud software for public sector accounting, planning, budgeting, citizen services, and procurement.
2. The City of Orange Beach (hereinafter the “City”) always strives to operate and provide services to citizens and visitors in the most effective and efficient manner possible. It is the City’s belief that OpenGov can help to achieve this goal.
3. The City and OpenGov have reached an agreement (attached hereto Exhibit A) whereby OpenGov shall provide the City with cloud software specifically designed for local governments to assist with accounting, planning, budgeting, citizen services, and procurement in exchange for compensation as described in Exhibit A. OpenGov shall assist in the implementation and ongoing maintenance of said software.
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 OpenGov, 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 1st DAY OF JULY, 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 July 1, 2025.

City Clerk

OpenGov Master Services Agreement

The parties to this Master Services Agreement (this "Agreement") are OpenGov, Inc., a Delaware corporation ("OpenGov"), and the customer named in the signature block below ("Customer"). This Agreement, which becomes effective when fully executed (the "Effective Date"), sets forth the terms and conditions under which OpenGov will provide its products and services to Customer.

1. Definitions

- 1.1. "Customer Data" means the data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record), including any data transmitted through the Software Services.
- 1.2. "Documentation" means any written, electronic, or online materials produced by OpenGov, and made available to Customer in connection with the Software Services, including user guides, training materials, FAQs, and technical support content, but excluding Product Documentation.
- 1.3. "Intellectual Property Rights" means all past, present, and future intellectual property rights including those associated with works of authorship, copyrights, moral rights, trademarks, trade names, trade secrets, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. "Order Form" means the document(s) separately executed by the parties or attached as an exhibit, that specifies the Software Services and the Professional Services that OpenGov will provide to Customer. All such Order Form(s) are incorporated into this Agreement by reference.
- 1.5. "Product Documentation" means the technical specifications that describe the features, functionality, configuration, and intended operation of the Software Services located at <https://opengov.my.site.com/support/s/agreement-product-documentation>, which is incorporated into this Agreement by reference.
- 1.6. "Professional Services" means the implementation, configuration, training, consulting, or other professional services provided by OpenGov or its authorized partners, and identified in the applicable Statement of Work.
- 1.7. "Software Services" means the commercial-off-the-shelf software products and services provided by OpenGov and identified in the applicable Order Form.
- 1.8. "Statement of Work" or "SOW" means the document(s) separately executed by the parties or attached as an exhibit to this Agreement or any applicable Order Form, that specifies the Professional Services that OpenGov will provide to Customer. All such SOW(s) are incorporated into this Agreement by reference.

2. Software Services and Professional Services

- 2.1. Software Services.

- 2.1.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Software Services.
- 2.1.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services. Customer may report issues any time; however, OpenGov will address issues during business hours. OpenGov will provide the applicable level of support in accordance with the Support and Software Service Levels located at <https://opengov.com/service-sla>, which is incorporated into this Agreement by reference.
- 2.2. Professional Services.
 - 2.2.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Professional Services, if applicable. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.
 - 2.2.2. Travel Expenses for Professional Services. Travel expenses, if any, will be set forth in the applicable Order Form or SOW. Any additional travel expenses shall be subject to Customer's prior written approval and will be reimbursable by Customer.

3. Restrictions and Responsibilities

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. In addition, Customer shall not, and shall not knowingly or negligently, permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services, including but not limited to load testing or stress testing; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any personal, sensitive, or personally identifiable information to OpenGov in a manner that violates Customer's obligations under the Data Processing Addendum.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers, third-party software systems of record, and application programming interfaces needed to connect to, access, or otherwise use the Software Services. Customer shall also be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, in accordance with industry standards, and (c) all uses of Customer user accounts by any party other than OpenGov. OpenGov is not responsible for the operation, support, or security of any third-party software, systems, or services

not provided by OpenGov.

- 3.3. Data Processing Addendum. To the extent OpenGov processes any Customer Data that contains personal information, personally identifiable information, or sensitive personal information on behalf of Customer in the course of providing the Software Services and Professional Services under this Agreement, the parties agree to comply with the terms of the Data Processing Addendum, located at <https://opengov.com/data-processing-addendum>, which is incorporated into this Agreement by reference.

4. Intellectual Property Rights; License Grants; Access to Customer Data

- 4.1. OpenGov's Intellectual Property Rights. OpenGov exclusively owns and retains all right, title, and interest to the Software Services, Professional Services, Documentation, and Product Documentation, including all Intellectual Property Rights therein. This includes, without limitation, all underlying technology, software, user interfaces, visual design elements (such as the "look and feel"), custom fonts, graphics, workflows, button icons, and any derivative works (e.g., enhancements, modifications, or corrections), including but not limited to those that are created in connection with or through the use of the Software Services, Professional Services, Documentation, or Product Documentation. Customer may not reproduce, modify, distribute, or create derivative works based on any part of the Software Services, in whole or in part, without OpenGov's prior written consent.
- 4.2. License Grant to Customer. OpenGov grants Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Software Services, Documentation, and Product Documentation during the Term for its internal use and the purpose as described in this Agreement. No additional rights or licenses shall be deemed granted.
- 4.3. Customer's Intellectual Property Rights. Customer retains all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. Customer grants OpenGov and its authorized partners (such as cloud hosting providers) a non-exclusive, royalty-free license to access, use, store, edit, reformat and otherwise process Customer Data for the purpose of providing, maintaining, developing, and improving OpenGov's products and services.
- 4.4. Aggregated and Anonymized Data. Customer agrees that OpenGov and its authorized partners may use aggregated and anonymized data derived from Customer Data to provide, maintain, develop, and improve OpenGov's products and services, to provide general customer service support and improvements, and to perform data and usage analytics. Any insights, developments, or improvements arising from such aggregated, anonymized data shall be owned by OpenGov.
- 4.5. Access to Customer Data. Customer may download Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. For a period of 30 days after expiration of the Term, Customer may request that

OpenGov complete a one-time transfer of Customer Data in a format customarily used in the industry at OpenGov's then-current hourly rate.

- 4.6. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.6, upon the termination of this Agreement, Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices, which is to delete Customer Data 45 days after termination or expiration of the Agreement. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement, in accordance with the notice requirements set forth in Section 10.2.
- 4.7. Feedback. "Feedback" means any suggestions, comments, ideas, recommendations, usage, or other input provided by Customer to OpenGov regarding the services. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use such Feedback in the Software Services, Professional Services, Documentation and Product Documentation. OpenGov will exclusively own all right, title, and interest, including all Intellectual Property Rights, in and to any improvements, modifications, or derivative works to the Software Services, Professional Services, Documentation or Product Documentation that are based on or derived from such Feedback.

5. Confidentiality

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, Documentation, and Product Documentation.
- 5.2. Confidential Information does not include information that: (a) was publicly known or becomes publicly known through no breach of this Agreement by the receiving party; (b) is required to be disclosed upon request under any applicable federal, state, or local public records laws; (c) Customer expressly directs OpenGov make publicly available; (d) was lawfully known to the receiving party without restriction on disclosure before receipt from the disclosing party; (e) is disclosed to the receiving party by a third party who has the right to make such disclosure without restriction; or (f) is independently developed by the receiving party without access to the disclosing party's Confidential Information.
- 5.3. Each party agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a party is required to disclose Confidential Information by law, subpoena, or court order, it must, to the extent legally permitted, promptly notify the other party in writing prior to the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

- 6.1. Agreement Term. This Agreement begins on the Effective Date and will remain in effect until the termination or expiration of all active Order Forms entered into under this Agreement (“Term”), unless earlier terminated pursuant to this Section 6.
- 6.2. Renewal. Each Order Form shall automatically renew for additional terms equal in duration to its initial term (each, a “Renewal Term”), unless either party provides written notice of non-renewal at least 30 days prior to the expiration of the then-current term.
- 6.3. Termination for Cause. If either party materially breaches this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party, the non-breaching party may terminate this Agreement.
- 6.4. Termination for Non-Appropriation. If required by applicable law, Customer may terminate this Agreement if it does not appropriate funds for a future fiscal year. In order to terminate for non-appropriation, Customer must provide at least 30 days’ prior written notice, provided it is after the first full year of the Agreement. Obligations to pay fees are non-cancelable, and payments are non-refundable. This section may not be used as a substitute for termination for convenience.
- 6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6: (a) Customer shall pay in full for all of the Software Services and Professional Services for the then-current annual term; (b) OpenGov shall stop providing the Software Services and the Professional Services to Customer; and (c) with the exception of Customer Data, the return and deletion of which are addressed in Section 4, each party shall, upon request of the other party, return or delete any of the other party’s Confidential Information.

7. Payment of Fees

- 7.1. Fees; Invoicing; Payment; Expenses.
 - 7.1.1. Fees. Fees for the Software Services and Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days of receipt. Invoices are deemed received when OpenGov emails them to Customer’s designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable, except as expressly provided in Sections 8.1.2 and 8.1.3.
 - 7.1.2. Annual Software Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year or as otherwise agreed upon in the applicable renewal Order Form.
 - 7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW or Order Form as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Receipts shall be provided for the travel expenses listed on the invoice.

- 7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law: (a) Customer will owe a late interest penalty of the maximum rate permitted by law; and (b) if Customer's account remains delinquent (with respect to payment of an undisputed invoice) for 10 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such service suspension based on such Customer's delinquency.
- 7.3. Taxes. Each party is responsible for the tax effects this Agreement imposes upon it. If Customer is tax-exempt, it will provide OpenGov its tax exemption certificate.

8. Representations and Warranties; Disclaimer

- 8.1. By OpenGov.
- 8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
- 8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, OpenGov will re-perform the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of the completion of the Professional Services pursuant to the applicable SOW to receive such warranty remedies.
- 8.1.3. Software Services Warranty. OpenGov further represents and warrants that for the Term, the Software Services will perform in all material respects in accordance with the then-current Product Documentation. The foregoing warranty does not apply to (a) any Software Services that have been used in a manner other than as set forth in this Agreement, or (b) any pre-release features, functionality, or beta software services that Customer elects to use in the beta phase of development. For any breach of the Software Services warranty, OpenGov will repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted. If OpenGov is unable to do so, Customer may terminate the Agreement and will be entitled to a refund of the pre-paid, unused portion of the fees from the date of the discovery of the defect. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of Customer discovering the defect to receive such warranty remedies.
- 8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement and (b) OpenGov's use of Customer

Data pursuant to this Agreement will not infringe, violate or misappropriate Intellectual Property Rights of any third party.

- 8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

- 9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims arising out of fraud or willful misconduct by either party; (b) either party's infringement of the other party's Intellectual Property Rights; (c) breach of obligations under Section 3.1; and (d) payment obligations under this Agreement.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply.

10. Miscellaneous

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. For notices required by the Agreement the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: legal@opengov.com with a mailed copy to OpenGov,

Inc., 660 3rd Street, Suite 100, San Francisco, CA 94107.

- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 10.5. Force Majeure. Neither party will be liable for any delay or failure to perform its obligations under this Agreement, due to any events beyond its reasonable control, including but not limited to acts of god, acts of governmental authority, war, riot, labor disputes, failures of performance by any third-party services, utilities, or equipment failures, or any other events beyond the party's reasonable control. Notwithstanding the foregoing, Customer shall remain obligated to perform its obligations under Section 7.1.1.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 10.7. Survival. The following sections of this Agreement shall survive termination or expiration: Section 5 (Confidentiality), Section 7 (Payment of Fees), Section 4.6 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability), and Section 10 (Miscellaneous).
- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Neither party may assign, or otherwise transfer this Agreement without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of

Customer's jurisdiction, without regard to conflict of laws principles. The parties submit to personal jurisdiction and venue in the courts of Customer's jurisdiction.

- 10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any additional or different terms in a purchase order or click-through agreement are expressly rejected by the parties and are void. Any modification to this Agreement must be in writing and signed by an authorized representative of each party. No third parties are authorized to modify this Agreement. If there is a conflict between this Agreement and any other attached or incorporated document, the terms of this Agreement will control unless expressly stated otherwise.

Customer:	_____	OpenGov, Inc.	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: Q-08939
Created On: 06/11/2025
Order Form Expiration: 07/31/2025
Subscription Start Date: 08/01/2025
Subscription End Date: 12/31/2029

Prepared By: Jake Theut
Email: jtheut@opengov.com
Contract Term: 53 Months

Customer Information:

Customer: City of Orange Beach, AL
Bill To/Ship To: PO Box 458
Orange Beach, Alabama
36561
United States
Contact Name: Ford Handley
Email: fhandley@orangebeachal.gov
Phone: 2519811295

Order Details:

Billing Frequency: Prepaid
Payment Terms: Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Accounting & Finance Export	08/01/2025	12/31/2025	\$704.56
Autofill Interface	08/01/2025	12/31/2025	\$352.37
Contract Document Assembly & eSignatures	08/01/2025	12/31/2025	\$324.30
Contractor License Verification	08/01/2025	12/31/2025	\$559.15
Esri ArcGIS Integration	08/01/2025	12/31/2025	\$352.37
Flag Integration	08/01/2025	12/31/2025	\$352.37
Master Address Table or Assessor System Integration	08/01/2025	12/31/2025	\$704.56

OpenGov Core Procurement and Contracts	08/01/2025	12/31/2025	\$4,229.28
OpenGov Financials and Budgeting	08/01/2025	12/31/2025	\$27,683.87
OpenGov Tax and Revenue	08/01/2025	12/31/2025	\$3,066.82
Permitting and Licensing - Additional Service Area Add-On	08/01/2025	12/31/2025	\$3,148.14
Tax and Revenue: Alcohol Tax	08/01/2025	12/31/2025	\$597.10
Tax and Revenue: Lodging Tax	08/01/2025	12/31/2025	\$597.10
Tax and Revenue: Other Revenue Type Tax	08/01/2025	12/31/2025	\$597.10
Tax and Revenue: Sales/Use Tax	08/01/2025	12/31/2025	\$2,984.54
Tax and Revenue: UB-Sewer & Trash Tax	08/01/2025	12/31/2025	\$597.10
Accounting & Finance Export	01/01/2026	12/31/2026	\$1,775.48
Autofill Interface	01/01/2026	12/31/2026	\$887.98
Contract Document Assembly & eSignatures	01/01/2026	12/31/2026	\$817.24
Contractor License Verification	01/01/2026	12/31/2026	\$1,409.07
Esri ArcGIS Integration	01/01/2026	12/31/2026	\$887.98
Flag Integration	01/01/2026	12/31/2026	\$887.98
Master Address Table or Assessor System Integration	01/01/2026	12/31/2026	\$1,775.48
OpenGov Core Procurement and Contracts	01/01/2026	12/31/2026	\$10,657.78
OpenGov Financials and Budgeting	01/01/2026	12/31/2026	\$69,763.34
OpenGov Tax and Revenue	01/01/2026	12/31/2026	\$7,728.39

Permitting and Licensing - Additional Service Area Add-On	01/01/2026	12/31/2026	\$7,933.31
Tax and Revenue: Alcohol Tax	01/01/2026	12/31/2026	\$1,504.69
Tax and Revenue: Lodging Tax	01/01/2026	12/31/2026	\$1,504.69
Tax and Revenue: Other Revenue Type Tax	01/01/2026	12/31/2026	\$1,504.69
Tax and Revenue: Sales/Use Tax	01/01/2026	12/31/2026	\$7,521.03
Tax and Revenue: UB-Sewer & Trash Tax	01/01/2026	12/31/2026	\$1,504.69
Accounting & Finance Export	01/01/2027	12/31/2027	\$1,864.25
Autofill Interface	01/01/2027	12/31/2027	\$932.38
Contract Document Assembly & eSignatures	01/01/2027	12/31/2027	\$858.10
Contractor License Verification	01/01/2027	12/31/2027	\$1,479.52
Esri ArcGIS Integration	01/01/2027	12/31/2027	\$932.38
Flag Integration	01/01/2027	12/31/2027	\$932.38
Master Address Table or Assessor System Integration	01/01/2027	12/31/2027	\$1,864.25
OpenGov Core Procurement and Contracts	01/01/2027	12/31/2027	\$11,190.66
OpenGov Financials and Budgeting	01/01/2027	12/31/2027	\$73,251.49
OpenGov Tax and Revenue	01/01/2027	12/31/2027	\$8,114.81
Permitting and Licensing - Additional Service Area Add-On	01/01/2027	12/31/2027	\$8,329.98
Tax and Revenue: Alcohol Tax	01/01/2027	12/31/2027	\$1,579.93
Tax and Revenue: Lodging Tax	01/01/2027	12/31/2027	\$1,579.93

Tax and Revenue: Other Revenue Type Tax	01/01/2027	12/31/2027	\$1,579.93
Tax and Revenue: Sales/Use Tax	01/01/2027	12/31/2027	\$7,897.08
Tax and Revenue: UB-Sewer & Trash Tax	01/01/2027	12/31/2027	\$1,579.93
Accounting & Finance Export	01/01/2028	12/31/2028	\$1,957.47
Autofill Interface	01/01/2028	12/31/2028	\$979.00
Contract Document Assembly & eSignatures	01/01/2028	12/31/2028	\$901.01
Contractor License Verification	01/01/2028	12/31/2028	\$1,553.49
Esri ArcGIS Integration	01/01/2028	12/31/2028	\$979.00
Flag Integration	01/01/2028	12/31/2028	\$979.00
Master Address Table or Assessor System Integration	01/01/2028	12/31/2028	\$1,957.47
OpenGov Core Procurement and Contracts	01/01/2028	12/31/2028	\$11,750.19
OpenGov Financials and Budgeting	01/01/2028	12/31/2028	\$76,914.08
OpenGov Tax and Revenue	01/01/2028	12/31/2028	\$8,520.55
Permitting and Licensing - Additional Service Area Add-On	01/01/2028	12/31/2028	\$8,746.48
Tax and Revenue: Alcohol Tax	01/01/2028	12/31/2028	\$1,658.93
Tax and Revenue: Lodging Tax	01/01/2028	12/31/2028	\$1,658.93
Tax and Revenue: Other Revenue Type Tax	01/01/2028	12/31/2028	\$1,658.93
Tax and Revenue: Sales/Use Tax	01/01/2028	12/31/2028	\$8,291.94
Tax and Revenue: UB-Sewer & Trash Tax	01/01/2028	12/31/2028	\$1,658.93

Accounting & Finance Export	01/01/2029	12/31/2029	\$2,055.34
Autofill Interface	01/01/2029	12/31/2029	\$1,027.95
Contract Document Assembly & eSignatures	01/01/2029	12/31/2029	\$946.06
Contractor License Verification	01/01/2029	12/31/2029	\$1,631.17
Esri ArcGIS Integration	01/01/2029	12/31/2029	\$1,027.95
Flag Integration	01/01/2029	12/31/2029	\$1,027.95
Master Address Table or Assessor System Integration	01/01/2029	12/31/2029	\$2,055.34
OpenGov Core Procurement and Contracts	01/01/2029	12/31/2029	\$12,337.71
OpenGov Financials and Budgeting	01/01/2029	12/31/2029	\$80,759.77
OpenGov Tax and Revenue	01/01/2029	12/31/2029	\$8,946.58
Permitting and Licensing - Additional Service Area Add-On	01/01/2029	12/31/2029	\$9,183.80
Tax and Revenue: Alcohol Tax	01/01/2029	12/31/2029	\$1,741.87
Tax and Revenue: Lodging Tax	01/01/2029	12/31/2029	\$1,741.87
Tax and Revenue: Other Revenue Type Tax	01/01/2029	12/31/2029	\$1,741.87
Tax and Revenue: Sales/Use Tax	01/01/2029	12/31/2029	\$8,706.54
Tax and Revenue: UB-Sewer & Trash Tax	01/01/2029	12/31/2029	\$1,741.87

PROFESSIONAL SERVICES:

Product Name	Start Date	Description	Fee
Professional Services Deployment - Prepaid	08/01/2025	Custom Deployment from OpenGov Professional Services team. Scope-dependent.	\$191,757.22

Professional Services Total: \$191,757.22

Customer Billing/Service Periods:

Period:	Total:
08/01/2025	\$238,607.95
01/01/2026	\$118,063.82
01/01/2027	\$123,967.00
01/01/2028	\$130,165.40
01/01/2029	\$136,673.64

Order Form Legal Terms:

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work.

Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms

City of Orange Beach, AL:

Signature:

Name:

Title:

Date:

OpenGov, Inc.

Signature:

Name:

Title:

Date:



Statement of Work

City of Orange Beach, AL

Creation Date: 6/5/2025
SoW Expiration Date: 9/5/2025
Document Number: PS-09052.1
Created by: Sidney Barnes

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OpenGov Statement of Work

This Statement of Work ("SOW") identifies services that OpenGov will perform for City of Orange Beach, AL ("Customer") pursuant to the order for OpenGov Professional Services. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. The OpenGov Responsibilities section of this document can be found in [Exhibit 1: Implementation Activities](#). Any additional services or support not detailed in Exhibit 1 will be considered out of scope.

1. Project Scope

Under this project, OpenGov will deliver cloud based solutions (detailed list in ["Exhibit 1"](#)). OpenGov's estimated charges and schedule are based on performance of the activities listed in the ["OpenGov Responsibilities"](#) section below. Deviations that arise during the project will be managed through the procedure described in [Section 14](#).

2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms

Adjustments to the deliverables in [Exhibit 1](#) may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates.

3. Project Delivery

3.1. OpenGov will perform the work under this SOW remotely unless explicitly identified below.

3.1.1. OpenGov will provide up to two (2) onsite trips for Financials project-related activity which OpenGov determines would be best performed at the Customer's facility. The customer's facility must contain a conference room to accommodate the number of attendees, non-public wifi connection, and AV equipment for projecting OpenGov software on a screen visible to all participants.

3.1.2. The Customer is responsible for paying travel expenses as incurred on a quarterly basis. It is estimated that the travel expenses will not exceed \$9,600. Written approval is required for any expenses above the estimate.

3.2. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.

4. Project Understanding

4.1. Deviations that arise during the proposed project will be managed through the Change Order Process (as defined in [Section 14](#)), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and/or other terms.

4.2. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software. Implementation of any custom modification or integration developed by OpenGov; Customer internal staff; or any third-party is not included in the scope of this project unless specifically listed in Exhibit 1.

4.3. The customer is responsible for providing appropriate time and resources to the project to meet deliverables as outlined in the project plan.

4.4. Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed in Exhibit 1.

5. OpenGov Responsibilities

5.1. OpenGov will provide project management for the OpenGov responsibilities in this SOW. This provides direction to OpenGov project personnel and a shared framework for project planning, communications, reporting, procedural and contractual activity.

5.2. OpenGov will review the Project Plan with Customer's Project Manager and key stakeholders to ensure alignment on agreed upon timelines.

5.3. OpenGov will maintain project communications through Customer's Project Manager.

5.4. OpenGov will establish documentation and procedural standards for deliverable materials.

5.5. OpenGov will assist Customer's Project Manager to prepare and maintain the Project Plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones identified in Exhibit 1.

6. Project Tracking and Reporting

6.1. OpenGov will review project tasks, schedules, and resources and make changes or additions, as appropriate. OpenGov will measure and evaluate progress against the Project Plan with Customer's Project Manager.

6.2. OpenGov will work with Customer's Project Manager to address and resolve deviations from the Project Plan.

6.3. OpenGov will conduct regularly scheduled project status meetings.

6.4. OpenGov will administer the Change Order Process with the Customer's Project Manager.

6.5. Deliverable Materials:

6.5.1. Weekly status reports

6.5.2. Project Plan

6.5.3. Project Charter, defining project plan and Go-live date

6.5.4. Risk, Action, Issues and Decisions Register (RAID)

6.6. Deliverable Sign-Off: OpenGov requests Sign-Offs at various deliverables during the implementation of the project. Once the Customer has signed-off on a deliverable, any additional changes requested by Customer on that deliverable will require a paid change order for additional hours for OpenGov to complete the requested changes.

7. Communication and Escalation Procedure

7.1. Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment, both parties agree to the following:

7.1.1. Regular communication aligned to the agreed upon Project Plan and timing.

7.1.2. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

7.2. Executive involvement

7.2.1. Executives may be called upon to clarify expectations and/or resolve confusion.

7.2.2. Executives may be needed to steer strategic items to maximize the value through the deployment.

7.3. Escalation Process

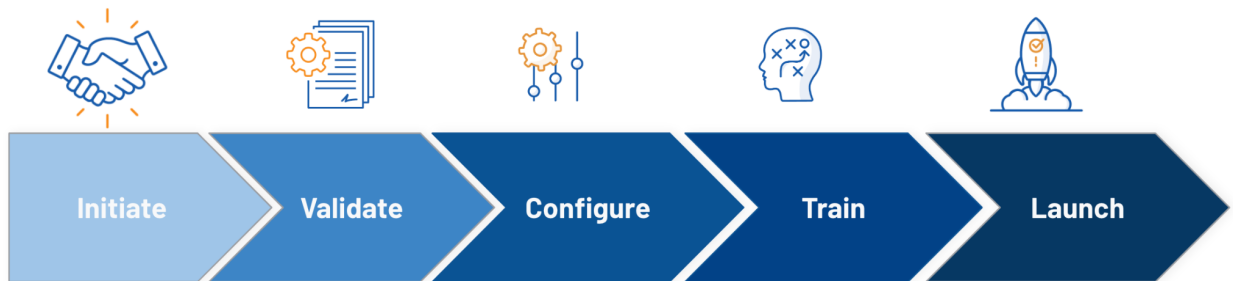
7.3.1. Identification of an issue impeding deployment progress or outcome, that is not acceptable.

7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.

7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.

7.3.4. The resolution will be documented and signed off.

8. OpenGov Implementation Methodology



Every OpenGov implementation will contain a structured methodology to properly plan and collaborate. The methodology consists of the following phases:

- Initiate
- Validate
- Configure
- Train
- Launch

8.1. Initiate

- 8.1.1. OpenGov will provide customer entity configuration.
- 8.1.2. OpenGov will provide system administrators creation.
- 8.1.3. This activity is complete when the customer has access to their site.
- 8.1.4. Customer will sign-off on product access to complete the Initiate Phase of the project.

8.2. Validate

- 8.2.1. OpenGov will create a Solution Blueprint.
- 8.2.2. OpenGov will confirm the Data Validation strategy.
- 8.2.3. This activity is complete when the Solution Blueprint is presented to the customer.
- 8.2.4. Customer will Sign-off on Initial Draft Solution Blueprint to complete the Validate Phase of the project.

8.3. Configure

- 8.3.1. OpenGov will configure the deliverables outlined in Exhibit 1.
- 8.3.2. This activity is complete when all deliverables in Exhibit 1 are configured.
- 8.3.3. Customer will provide Sign-off that all configuration deliverables have been completed and accepted. OpenGov will provide status and intermediate completion milestones as the project progresses to fully configured.

8.4. Train

8.4.1. Training will be provided in instructor-led virtual sessions unless otherwise specified in Exhibit 1.

8.4.2. OpenGov will provide Administrator training.

8.4.3. OpenGov will provide End User training (if listed in Exhibit 1).

8.4.4. Customer will sign-off that training has been completed.

8.5. Launch

8.5.1. OpenGov will provide HyperAdopt support post Go-Live to ensure successful adoption.

8.5.2. Customer will Sign-off on the HyperAdopt phase of the project which will transition the project from active deployment to Customer Success.

9 . Customer Responsibilities

9.1. The completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The Customer's Project Manager should have access to the appropriate Customer Subject Matter Expert personnel needed for the successful implementation of the project. The responsibilities listed in this section are in addition to the responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by the customer. Delays in performance of these responsibilities may result in a change order and/or delay of the completion of the project.

9.2. Provide the required data to OpenGov within five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.

9.3. Maintain the same format and access to data on an ongoing basis. Any changes to the underlying data or data source may require a change order or charge in the future.

10. Customer's Project Manager

10.1. Create, with OpenGov's assistance, the Project Charter for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

10.2. Manage Customer personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).

10.3. Identify and assign Subject Matter Experts (SME).

10.4. Serve as the communication liaison between OpenGov and Customer representatives participating in the project.

10.5. Participate in project status meetings.

- 10.6. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.
- 10.7. Resolve deviations from the estimated schedule.
- 10.8. Help resolve project issues and escalate issues within Customer's organization, as necessary.
- 10.9. Administer the Change Order Process with the Project Manager, if applicable.

11. Acceptance Procedure

- 11.1. The completed items in Exhibit 1 will be submitted to the Customer's Project Manager.
- 11.2. Customer's Project Manager will have decision authority to approve/reject all Project Criteria, Phase Acceptance and Engagement Acceptance.
- 11.3. Within five (5) business days of receipt, the Customer's Project Manager will either accept the Deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from the Customer's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- 11.4. All acceptance milestones and associated review periods will be tracked on the Project Plan.
- 11.5 Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the Project.
- 11.6. For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the Project.
- 11.7. Excluding delays caused by a force majeure event, if OpenGov in good faith reasonably determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold after providing a minimum of seven days written notice to Customer. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services in the on hold notice. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

12. Estimated Schedule

12.1. OpenGov will schedule resources after the signature of the order form is received. Unless specifically noted, the OpenGov assigned Project Manager will work with Customer Project Manager to develop the Project Charter for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

12.2. The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures on Order Forms.

13. Illustrative Project Timelines

13.1. The typical project timelines are for illustrative purposes only and may not reflect Customer's use cases. The order of delivery of the suite(s) will be determined during the project planning activities in the Initiate Phase.

Financials and Budgeting & Performance

Suite	Phase	Deliverable	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10
Financials	Initiate	Project Preparation and Kickoff										
	Validate	Validation Workshops										
		Chart of Accounts										
	Configure	General Ledger										
		Requisitions/Accounts Payable										
		Accounts Receivable/Cash Receipts										
		Fixed Assets										
	Train	Admin Training										
	Launch	Go Live, HyperAdoption, Phase Closure										
	Initiate	Project Preparation and Kick Off										
Budgeting & Planning	Validate	Chart of Accounts										
	Configure	Operating Budget										
		Workforce Planning										
		Online Budget Book										
		Administrator Training										
	Train	End User Training										
	Launch	Go Live, HyperAdoption, Project Closure										

Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase. This timeline is for illustrative purposes only and is subject to change following the onsite scoping workshop.

Permitting & Licensing

Phase	Deliverable	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Initiate	Project Preparation and Kick Off								
Validate	Requirements Matrix, Validation Workshop								
Configure	Record Type 1								
	Record Type 2								
	Record Type 3								
	Data Migration								
	Integrations								
Train	Administrator Training								
	End User Training								
Launch	Go Live, HyperAdoption, Project Closure								

Procurement

Phase	Deliverable	Month 1	Month 2	Month 3	Month 4	Month 5
Initiate	Project Kick off and Planning					
Validate	Requirements Matrix, Validation workshop					
	Solicitation Development					
	Solicitation Templates					
	Contract Managment					
Configure	Contract templates					
Train	Admin Training					
Launch	Go Live, HyperAdpotion, Project Closure					

Tax & Revenue

Phase	Deliverable	Month 1	Month 2	Month 3	Month 4
Initiate	Project Preparation and Kick Off				
Validate	Requirements Matrix, Validation Workshop				
	Taxpayer Portal				
	Custom Bill Creation				
	Custom Reporting				
	Payment Processor				
	Data Migration				
Configure	Custom Interfaces				
	Administrator Training				
	Revenue Training				
	End User Training				
Launch	Go Live, HyperAdpotion, Project Closure				

14. Change Order Process

14.1. This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing, by both Customer and OpenGov, and documented via a Change Order. No verbal agreement will be binding on OpenGov or Customer.

14.2. A Change Order is defined as work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date. Changes might include but are not limited to:

14.2.1. Timeline for completion.

14.2.2. Sign off process.

14.2.3. Cost of change and/or invoice timing.

14.2.4. Amending the SOW to correct an error.

14.2.5 Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.

14.2.6. Change in type of OpenGov resources to support the SOW.

14.3. The approval process for a Change Order is as follows:

14.3.1. Identification and documentation of a need for modification to the scope of the project as defined in the Statement of Work and any subsequent change orders.

14.3.2. A Change Order is created and Customer and OpenGov review. The Customer will then provide Sign-off.

14.3.3. Change Order is incorporated into the Statement of Work and implemented.

Exhibit 1: Implementation Activities

Procurement:

Use Cases Build for Procurement:

- Solicitation Development
- Supplier Engagement, Evaluation and Awards
- Contract Management
- DocuSign eSignatures

Initiate

Provisioning Procurement Website Instance

OpenGov will:

- Configure customer portal and upload Customer's logo.

Customer will:

- Provide logo.
- Confirm access to the Portal.

Completion Criteria

- Customer verifies access to the site.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) two-hour working session at the beginning of the project to:
 - o Confirm list of templates
 - o Review technical requirements
 - o Provide documentation on requirements and processes

OpenGov Assumptions:

- Boilerplate language will be provided within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on the project plan.

Configure

Supplier Engagement, Evaluation and Award Configuration

Vendor Portal

OpenGov will:

- Provide the Customer with iframe code and documentation to create the Vendor Portal.
- Import the list of vendors provided by Customer.

OpenGov Assumptions:

- Customer will provide a complete and accurate vendor list for import to OpenGov. OpenGov clean up/correction of imported files are not included in the scope of this project.

Customer will:

- Allocate resources to create the Vendor Portal.
- Provide vendor email list and send vendor email/letter.
- Ensure that Vendor Portal will be active before OpenGov begins configuration of templates or the Solicitation Development phase.

Completion Criteria

- Customer sign-off that Vendor Portal has been configured.

Generic Template

OpenGov will:

- Deploy generic templates.
- Provide OpenGov's "Paper to Paperless Language Transition Guide" to assist transition from paper to electronic.

Customer will:

- Provide a copy of the next solicitation document.
- Provide information to complete the generic solicitation upload template including forms and an example recent solicitation.
- Provide the category code set used by the agency (NIGP, NAICS, or UNSPSC).

Completion Criteria

- Customer sign-off that the Generic Template has been configured.

Solicitation Template Development Solution

OpenGov will:

- Review and confirm the Solicitation Templates and documents provided by the Customer.
- Configure up to one (1) total Solicitation Template(s) from customer provided templates:
 - One (1) Construction Solicitation Template will be built based on examples collected from the customer up to two hundred (200) pages in length.

- Work with Customer to design and get sign off on the template(s).

OpenGov Assumption:

- If templates were not provided by the Customer prior to the creation of the SOW and the customer provides templates during the project that exceed the assumptions above, the Change Order Process will be followed.

Customer will:

- Provide templates.
- Provide forms associated with solicitation templates.
- Provide admin documents.
- Select the first solicitation type (usually ITB or RFP), to work with OpenGov for the design
- Test the configuration of each template by creating test projects and provide feedback.
- Validate and provide signoff on Solicitation Templates.

Completion Criteria

- Customer sign-off that the Solicitation template(s) have been configured.

Contract Management Configuration

Create and Manage Contracts

OpenGov will:

- Provide one (1) – one hour Overview of the Contract Management Solution to Customer's System Administrator(s).
- Provide guidance and instruction to the System Administrator on creating and managing contracts.

Customer will:

- Attend scheduled System Overview
- Create and manage contract records in the system with guidance from OpenGov.

Completion Criteria

- Contracts training has been conducted.

Contract Template Deployment

OpenGov will:

- Review & configure agreed upon contract templates.
- Configure up to one (1) total Contract Template(s) from customer provided templates :
 - One (1) Non-Construction Contract Template will be built based on examples collected from the customer up to fifty (50) pages in length.

OpenGov Assumption:

- If templates were not provided by the Customer prior to the creation of the SOW and the customer provides templates during the project that exceed the assumptions above, the Change Order Process will be followed.

Customer will:

- Provide templates.
- Test the configuration of each template by creating test projects and provide feedback.
- Validate and provide signoff on Contract templates.

Completion Criteria

- Customer sign-off that the Contract Template(s) have been configured.

DocuSign eSignatures

OpenGov will:

- Enable DocuSign integration.
- Provide instructions on how to connect DocuSign.

Customer will:

- Gather and provide relevant process information for DocuSign integration.
- Test the configuration and provide feedback.

Completion Criteria

- Customer sign-off on the DocuSign Integration.

Historical and/or Active Contract Metadata Upload

OpenGov will:

- Provide a compatible mapping document in Excel format for the metadata of contracts (contracts log) to be uploaded into the system.
- Import the contract records listed in the contract log.

OpenGov Assumptions:

- OpenGov clean up/correction of attachments are not included in the scope of this project.

Customer will

- Customer will transfer their contract metadata into the mapping document provided by OpenGov for import into OpenGov. OpenGov clean up/correction of imported logs are not included in the scope of this project.

Completion Criteria

- Historical/Active Contract log has been loaded.

Admin Documents and Checklist Configuration

OpenGov will:

- Review & configure up to four (4) standard Admin Documents :
 - Proposal Viewer Agreement
 - Interview Invitation
 - Non-Award Letter
 - Notice of Intent to Award

Customer will:

- Provide Admin Documents.

Completion Criteria

- Admin Documents and Checklist have been configured.

Single Sign On (SSO) Implementation

OpenGov will:

- OpenGov implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provider required to establish SAML or HTTPS certification.
- Add OpenGov as a new application in Customer identity provider.

Completion Criteria

- Single Sign On has been configured.

Train

Procurement Training

OpenGov will:

- Provide training on system functionality. Topics include:
 - Creating Bids with Generic Templates
 - Live Bid Management & Vendor Experience
 - Evaluation and Awarding
 - Writing Solicitations using templates
 - Contract Document Developer Tools

Customer will:

- Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan.

Completion Criteria

- Training has been conducted.

Working Sessions

OpenGov will:

- Assign practice exercises to Customer to gain familiarization.
- Assist Customer during first real-life solicitation posting, and opening (if during deployment).
- Respond to questions regarding configured system functionality.

Customer will:

- Complete practice exercises to gain familiarization.
- Identify internal Admin Users & security permissions for all other users.

Completion Criteria

- Working sessions have been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of remote working session(s) to answer any questions following solution acceptance.
- Send Solution Acceptance Document
- Transition for project team to Customer Success.

Customer will:

- Identify issues and attend sessions.
- Sign Solution Acceptance Document

Completion Criteria

- Customer sign-off that the project has been completed.

Financials

Use Cases Build for Financials Solutions

- General Ledger
- Accounts Payable
- Requisitions
- Cash Receipts
- Bank Reconciliation
- Accounts Receivable
- Purchase Cards
- Fixed Assets

Initiate

Provision Financials Instance

OpenGov will:

- Provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Validate

Validation Workshops

OpenGov will:

- Conduct up to eight (8) hours of workshops to validate deliverables for the following:
 - Chart of Accounts
 - General Ledger
 - Accounts Payable
 - Requisitions
 - Accounts Receivable
 - Cash Receipts
 - Purchase Cards
 - Fixed Assets
 - Bank Reconciliation

Customer will:

- Identify relevant participants to attend all sessions.

Completion Criteria

- Customer sign-off on the project plan.

Chart of Accounts

OpenGov will:

- Build Customer's Chart of Accounts in OpenGov in accordance with OpenGov technical requirements.
- Build the Chart of Accounts in Excel format.
- Provide up to twelve (12) hours of working sessions for Chart of Accounts.
- Review the Chart of Accounts with the customer.
- Gather sign off from the Customer on the Chart of Accounts in Excel.
- Load the Chart of Accounts into OpenGov.
- Gather sign off from the Customer on the uploaded Chart of Accounts in OpenGov.

Customer will:

- Provide current Chart of Accounts and transactional data in CSV or Excel format.
- Attend all Chart of Accounts working sessions.
- Review and complete Chart of Account mappings.
- Validate and provide sign off on the Chart of Accounts in excel.
- Validate and provide sign off on the Chart of Accounts once it is uploaded to OpenGov.
- Maintain the Chart of Accounts in OpenGov following signoff.

OpenGov assumptions:

- Customer's Chart of Accounts must comply with the OpenGov software. Once the Chart of Accounts is agreed upon, signed-off, and loaded, Customer retains ownership to future changes, updates, or addition of new codes.
- OpenGov will load the signed off Chart of Accounts into the Financials Suite one (1) time.

Completion Criteria

- Customer sign-off that the Chart of Accounts has been imported.

Configure

Integrations

OpenGov will:

- Set up a nightly integration from Permitting and Licensing to OpenGov Financials General Ledger
 - The integration will account for transactions that occurred the previous day.
- Set up an import for the NeoGov Payroll file to OpenGov for the purposes of creating Journal Entries.

Customer will:

- Provide an IT resource to assist the project team in the initial set-up.
- Work with NeoGov to ensure the .csv or excel file export contains the data needed for import to OpenGov.
- Validate that the integrations are operating as expected.

OpenGov assumptions:

- There will not be any customizations to the integrations and/or any export/import functionality.
- The customer will provide a .csv or excel export file from NeoGov with all of the relevant fields needed to import a Journal Entry. If the file from NeoGov is not in a usable format, this Journal Entry will be a manual import and Customer will own transformations of the file.

Completion Criteria

- Customer sign-off that the Integrations are complete and the data is being captured as planned.

General Ledger

OpenGov will:

- Configure General Ledger settings.
- Provide up to five (5) hours of working sessions covering:
 - Configuration Review
 - Process Walkthrough(s)
 - User Acceptance Testing support

Customer will:

- Provide all current imported Journal Entries.
- Provide account access details.
- Validate data.
- Validate reports.
- Review, Test, and Sign off on configuration.
- Attend all working sessions.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Customer sign-off that the General Ledger has been configured.

Accounts Payable

OpenGov will:

- Configure Accounts Payable settings.
- Configure Consolidated Cash
- Import Vendors
- Provide up to eight (8) hours of working sessions covering:
 - Configuration Review
 - Process Walkthrough(s)
 - User Acceptance Testing support

Customer will:

- Provide a bank account listing
- Provide a Vendor listing
- Define user access levels and approval workflows
- Provide examples of recent invoices
- Provide a voided check copy
- Provide MICR, ACH, and positive pay specifications from bank name
- Test checks, ACH file, and positive pay file with bank name for accuracy
- Validate data
- Review, Test, and Sign off on configuration
- Attend all working sessions

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Customer sign-off that Accounts Payable has been configured.

Requisitions

OpenGov will:

- Configure Requisition settings.
- Provide up to eight (8) hours of working sessions covering:
 - Configuration Review
 - Process Walkthrough(s)
 - User Acceptance Testing support

Customer will:

- Provide Requisition Approvers.
- Provide Departments.
- Provide a purchasing policy.
- Provide examples of recent Purchase Orders.
- Review, Test, and Sign off on configuration.
- Attend all working sessions.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Customer sign-off that Requisitions have been configured.

Cash Receipts

OpenGov will:

- Configure Cash Receipts settings.
- Provide up to five (5) hours of working sessions covering:
 - Configuration Review
 - Process Walkthrough(s)
 - User Acceptance Testing support.

Customer will:

- Provide Receipt Categories and Receipt Groups.
- Provide Tender Types.
- Provide examples of current receipts.
- Review, Test, and Sign off on configuration.
- Attend all working sessions.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Customer sign-off that Cash Receipts have been configured.

Accounts Receivable

OpenGov will:

- Configure Accounts Receivable settings.
- Import Customers
- Provide up to five (5) hours of working sessions covering:
 - Configuration Review
 - Process Walkthrough(s)

- User Acceptance Testing support

Customer will:

- Provide a list of customers
- Provide AR accounts with Balances
- Review, Test, and Sign off on configuration
- Attend all working sessions

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Customer sign-off that Accounts Receivable has been configured.

Fixed Assets

OpenGov will:

- Configure Fixed Assets settings.
- Provide up to six (6) hours of working sessions covering:
 - Configuration Review
 - Process Walkthrough(s)
 - User Acceptance Testing support

Customer will:

- Provide Fixed Assets data as of end of prior FY (or last audited date) in csv or excel format
- Populate the Fixed Assets upload template
- Review, Test, and Sign off on configuration
- Attend all working sessions

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Customer sign-off that Fixed Assets has been configured.

Purchase Cards

OpenGov will:

- Configure Purchase Cards settings.
- Provide up to five (5) hours of working sessions covering:
 - Configuration Review
 - Process Walkthrough(s)
 - User Acceptance Testing support

Customer will:

- Complete Categories and Cardholders template.

- Provide Pcard output report from Customer Bank.
- Review, Test, and Sign off on configuration.
- Attend all working sessions.

OpenGov Assumptions:

- Customer to provide Bank Name within 2 weeks of contract signing data.
- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Customer sign-off that Purchase Cards have been configured.

Reporting and Transparency NextGen Reporting

OpenGov will:

- Configure "Standard Datasets" in Reporting and Transparency following the go-live of the General Ledger and Accounts Payable modules.
- Set up (1) view per standard dataset.
- Configure the following OpenGov Standard Reports:
 - Budget vs. Actuals
 - Includes Views for up to three (3) Funds and up to three (3) Departments.
 - Monthly Statement of Revenues & Expenditures
 - Includes Views for up to three (3) Funds and up to three (3) Departments.
 - Balance Sheet
 - Includes Views for up to three (3) Funds.

Customer will:

- Set up additional views beyond those listed above.
- Review, Test, and Sign off on configuration.

OpenGov Assumptions:

- OpenGov will configure the reports to account for all funds, departments, and other segments.
- The Customer is responsible for making any desired adjustments to the reports.

Completion Criteria

- Customer sign-off that the Reports have been configured.

Train

Administrator Training

OpenGov will:

- Provide up to sixteen (16) hours of Financials system administrator training to enable system administrators on the following topics:

- Maintaining the Chart of Accounts
- Creating and posting Journal Entries
- Running reports and navigating inquiries
- Importing and exporting data from financials
- Maintaining Vendor records
- Maintaining Customer records
- Requisition workflow
- Invoice Approval workflow
- Paying invoices
- Creating Cash Receipt deposits
- Adding invoices to Customer accounts
- Processing Bank Reconciliation for one (1) banks
- Creating and maintaining Fixed Asset records
- Processing depreciation
- Purchase Card transactions
- OpenGov's import tools for the purposes of bringing in data from 3rd party systems.
- Provide up to three (3) hours of Reporting & Transparency Administrator training, to enable system administrators on the following topics:
 - Download and upload data to Reporting & Transparency
 - How to create reports and dashboards
 - Standard Datasets

Customer will:

- Identify relevant participants and attend scheduled training sessions.
- Test all relevant use cases as to Customer's processes and Complete User Acceptance Testing according to the project plan.

Completion Criteria

- Administrator Training has been provided.

End User Training

OpenGov will:

- Provide up to sixteen (16) hours of Financials system end user training to enable system administrators on the following topics:
 - Running reports and navigating inquiries
 - Requisition workflow
 - Invoice Approval workflow

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- End User Training has been provided.

Launch

OpenGov Financials Data Migration

OpenGov will:

- Using a copy of the Harris Smartfusion database provided by the customer, extract up to five (5) years of General Ledger and AP Invoice history for the purposes of data conversion.
- Transform the Customer's data into OpenGov's field requirements.
- Upload the following data into the OpenGov Financials Suite:
 - General Ledger
 - Up to four (4) historical years Journal Entry detail
 - Current YTD Journal Entry detail
 - Accounts Payable
 - Up to four (4) historical years AP Invoice detail
 - Current YTD AP Invoice detail
 - Vendors
 - Fixed Assets

Customer will:

- Provide OpenGov copies of the Harris Smartfusion database as needed.
- Be responsible for their data and populate data templates provided by OpenGov where OpenGov is not able to transform data.
- Validate all data and reports prior to providing to OpenGov.
- Validate the data once it is loaded to OpenGov Financials.
- Assist OpenGov in transforming data errors.
- Provide sign off confirming agreement with OpenGov that the data is accurate and complete.

OpenGov assumptions:

- OpenGov will load cutover data up to two (2) times including:
 - One (1) mock cutover
 - One (1) go live cutover
- Customer's Trial Balance is in balance by Fund at the start of the implementation.
- Customer's subsidiary ledgers are reconciled to the general ledger.
- In the event that the customer cannot provide database access or extract unfiltered data to delimited file(s), the Customer is responsible for providing transformed and ready-to-load data in the OpenGov provided data templates. This means that the customer will assume responsibility for any data mapping and required transformations.

Completion Criteria

- Customer sign-off that the Data Migration has been completed.

Bank Reconciliation

OpenGov will:

- Configure Bank Reconciliation settings.
- Provide up to four (4) hours of working sessions covering:
 - Configuration Review
 - Process Walkthrough(s)
 - User Acceptance Testing support

OpenGov assumptions:

- OpenGov assumes the customer is current on Bank Reconciliations by the Financials project go live date. If bank reconciliations are not current, the change order process will be followed.

Customer will:

- Provide a .pdf version of the Bank Statement used to complete their last reconciliation.
- Provide a bank reconciliation report in excel format showing the last balanced reconciliation.
- Provide a list of outstanding checks in .csv or excel format.
- Review, Test, and Sign off on configuration.
- Attend all working sessions.
- Complete bank reconciliation in OpenGov within 30 days following go-live.

Completion Criteria

- Customer sign-off that Bank Reconciliation has been configured.

HyperAdopt

OpenGov will:

- Provide up to forty (40) hours over four (4) weeks of support from the OpenGov project team after go-live.
- Assist the customer with up to (1) live check run.
- Assist the customer with up to one (1) bank reconciliation within 30 days following go-live.

Customer will:

- Attend all working sessions.
- Manage ongoing support and questions through Customer Success and Support following each Phase's go-live.

Completion Criteria

- Customer sign-off that the project has been completed.

Permitting & Licensing

Use Cases for Permitting & Licensing:

- Business Licenses

Initiate

Provisioning Permitting & Licensing Platform

OpenGov will:

- OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Data Initiation

OpenGov will:

- Provide the needed data and format to the customer.
- Discuss data needs for the foundational initiation of the software.
- Assign a Project Manager once the data has been collected.

Customer will:

- Provide the required data in a timely manner.

Completion Criteria

- Customer sign-off that the Integrations are complete and the data is being captured as planned.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:
 - o Review deliverables
 - o Review technical requirements
 - o Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on project plan.

Configure

Record Types Deliverables

OpenGov will configure the following standard record types, including sub-types, drafts of Customer's record types in the Permitting & Licensing system including Form, Workflow, Output Document and Fees:

Business Licensing Service Area

Up to one (1) record types from the following list:

- Business License

Customer will:

- Attend working sessions to validate, review, and iterate upon draft records.
- Test all configured record types

Completion Criteria

- Customer sign-off that the Record Types have been configured. Sign-off will occur with each completed Record Type.

Data Deliverables

Master Address Table (MAT) Integration

OpenGov will:

- Provide a template file to be utilized by the Customer to populate MAT information.
- Import the completed template file and validate against the completed template file.

Customer will:

- Populate and validate the MAT template.

Completion Criteria

- Customer sign-off that the Master Address Table has been configured.

ESRI ArcGIS Server Integration

OpenGov will:

- Integrate with the Customer's ArcGIS public API endpoint.

Completion Criteria

- Customer sign-off on the ESRI Integration.

GIS Flag Integration

OpenGov will:

- Provide a template file to be utilized by the Customer to populate GIS Flag information.
- Import the populated template file after acceptance.
- Enable the GIS Flag Integration.

Customer will:

- Populate and validate the flag template file.

Completion Criteria

- Customer sign-off on the GIS Flag Integration.

Accounting and Finance Export

OpenGov will:

- Provide an export of financial data, based on the Customer's provided format, to the Customer's FTPS as often as nightly.

Customer will:

- Agree upon specifications prior to export.

Completion Criteria

- Customer sign-off on the Accounting and Finance Export.

Autofill Integration

OpenGov will:

- Provide up to one (1) Autofills, using source data from OpenGov or provided by the Customer.

Customer will:

- Provide the source data, if applicable.
- Agree upon specifications prior to upload.

Completion Criteria

- Customer sign-off on the Autofill Integration.

Single Sign On (SSO) Integration

OpenGov will:

- Provide the SSO enablement form.
- Implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provider required to establish SAML or HTTPS certification and add OpenGov as a new application in the identity provider.

Completion Criteria

- Customer sign-off on the SSO Integration.

Train

Administrator Training

OpenGov will:

- Provide up to twelve (12) hours of Permitting & Licensing system administrator training to enable system administrators on the following topics:
 - Setting up the public portal
 - Employee app settings
 - Creating and editing record types
 - Managing Forms
 - Editing Documents
 - Creating Workflows
 - Setting up Inspections
 - Reporting & Transparency
 - Download and upload data

- How to create reports and dashboards
 - Mobile app
- Customer will:
 - Identify the relevant participants to attend each training session.
- Completion Criteria
 - Administrator Training has been conducted.

End User Training

- OpenGov will:
- Provide up to twelve (12) hours of end-user trainings designed for Plan Review, Inspectors, Finance Staff, etc. to cover the following topics:
 - Navigation of the system
 - Manage inbox and tasks
 - Take payments
 - Conduct inspections
 - Create records
 - Mobile app

- Customer will:
- Identify the relevant participants to attend each training session.
- Completion Criteria
- End User Training has been conducted.

Launch

HyperAdopt

- OpenGov will:
- Provide up to eight (8) hours of HyperAdopt support from the OpenGov Project Team post Go-Live to ensure successful adoption.
- Customer will:
- Identify issues and attend sessions
- Completion Criteria
- Customer sign-off that the project has been completed.

Budgeting & Performance

- Use Cases Build for Budgeting & Performance:
- Operating Budget
 - Workforce Planning
 - Budget Book Publication
 - Capital Budgeting
 - Reporting & Transparency

Initiate

Provisioning Budget & Planning

OpenGov will:

- Provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:
 - Review deliverables
 - Review technical requirements
 - Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on the project plan.

Configure

Operating Budget

OpenGov will:

- Configure one (1) Budget instance.
- Configure budget proposal based on a Segment of the Chart of Accounts.
- Train and assist on the modification of the configuration.
- Configure and upload Customer's base budget files into OpenGov budget instances.
- Configure OpenGov Budget Proposals and Worksheets for up to fifty (50) Departments in the base budget file based on the agreed upon structure.
- Review configured OpenGov Budget and provide training to Customer on how to:
 - Create new Proposals and Worksheets
 - Manage Budgets

Customer will:

- Provide a current budget.

- Validate Budget Proposals and Worksheets.
- Signoff on Budget Proposals and Worksheets.

Completion Criteria

- Customer sign-off that Operating Budget proposals and worksheets have been configured.

Capital Budget

OpenGov will:

- Configure one (1) Budget instance.
- Configure and upload Customer's base budget files into OpenGov budget instances.
- Configure proposals and worksheets for up to fifty (50) Capital Projects in the base budget file based on the agreed upon structure.
- Review configured OpenGov Budget and provide training to Customer on how to:
 - o Create new Proposals and Worksheets
 - o Manage Budgets

Customer will:

- Provide a current budget.
- Validate and provide signoff on Budget Proposals.

Completion Criteria

- Customer sign-off that Capital Budget proposals and worksheets have been configured.

Workforce

OpenGov will:

- Provide cost elements based on Customer's existing personnel forecast to workforce document as per OpenGov's best practices.
- Review configured OpenGov Workforce Plan and provide training to Customer on how to:
 - o Create Cost Elements
 - o Populate and upload the Position Template

Customer will:

- Provide Position calculations and tables.
- Populate the Position Template and upload the completed template into OpenGov.
- Validate and provide signoff on the Workforce Plan calculations.
- Maintain the Workforce Plan and data once configured.

Completion Criteria

- Customer sign-off that the Workforce Plan has been configured.

Reporting

OpenGov will:

- Set up one (1) export and Dataset View to enable OpenGov Budget Reports for the Operating and Capital Budget(s).
- Configure up to four (4) Operating Budget Reports using OpenGov budget data:
 - o Milestones
 - o Development
 - o Fund Balance Projections
 - o Categories*
- Configure up to two (2) Capital Budget Reports using OpenGov budget data:
 - o Development

- o Effect on Operating
- Review configured OpenGov Reports and provide training Customer on how to:
 - o Export Budget Data for use in OpenGov Reports.
 - o Create new Reports
 - o Manage Reports
 - o Share Reports

*Budget Categories report is only available to customers using a zero-based budget.

Customer will:

- Validate and provide sign-off of Reports.
- Maintain the Reports once configured.
- Map OpenGov Budget export to Customer ERP import format.

Completion Criteria

- Customer sign-off that Reports have been configured.

Budget Book Publication

OpenGov will:

- Based on best practices, build out the look and feel of six (6) Standard OBB Templates:
 - o Home Page
 - o Generic (multi-use)
 - o Operating
 - o Department
 - o Capital
 - o Capital Project
- Create an Annual Budget Report and FTE Report using OpenGov Budget data and Report Views to use in Department and Project OBB Story Shells.
- Create Department and Project OBB Story Shells from OBB Templates for up to fifty (50) Departments and up to fifty (50) Projects and add OpenGov Report Views to Department and Project Story Shells.
- Provide up to ten (10) one-hour working sessions to answer Customer questions on OBB Configuration.

Customer will:

- Provide logo and branding colors to OpenGov.
- Provide complete OBB content to allow OpenGov to copy and paste into the OBB.
- Sign off on OBB Templates prior to OBB Story Page Configuration.
- Validate and sign off on OBB pages.
- Make any continuing edits to the content after OpenGov has added the content to the appropriate story.

Completion Criteria

- Customer sign-off that the Budget Book Publication templates are configured.

Community Feedback Topic

OpenGov will:

- Configure one (1) standard budget topic in Community Feedback.

- Review configured OpenGov Topic and provide training to Customer on how to:
 - Create new topics
 - Manage topics
 - Set Topics to Public and Closed.

Customer will:

- Provide logo and branding guidelines.
- Validate and provide signoff on the standard budget topic.
- Update the standard budget topic with Customer relevant information.

Completion Criteria

- Customer sign-off that Community Feedback has been configured.

Train

Budgeting & Planning Working Sessions

OpenGov will:

- Per the agreed upon Project Plan, schedule working sessions with Customer's system administrators to:
 - Review configurations;
 - Provide training on system functionality;
 - Gain feedback; and
 - Answer questions regarding configured system functionality.

Customer will:

- Per the agreed upon Project Plan, attend working sessions to:
 - Understand configurations;
 - Gain training on system functionality;
 - Give feedback; and
 - Ask questions regarding configured system functionality

Completion Criteria

- Budgeting & Planning Working Sessions have been conducted.

Reporting & Transparency Administrator Training

OpenGov will:

- Provide training to Customer system administrators on how to:
 - Maintain the Chart of Accounts
 - Upload and manage data for reporting
 - Create and share Reports, Dashboards, Stories, and Topics.

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- Reporting & Transparency Administrator Training has been conducted.

Budget and Workforce Administrator Training

OpenGov will:

- Provide training to Customer system administrators on how to:
 - Create and manage Budgets
 - Prepare to set up Next Year's Budget
 - Create and manage Workforce Plans including Cost Elements and Position Upload Templates
 - Export Budget Data for use in OpenGov Reports.

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- Budget & Workforce Training has been conducted.

Publication Training

OpenGov will:

- Provide one (1) 60- Minute System Training designed for OBB Administrators on how to:
 - Use and copy OBB Templates
 - Add Reports Views to Stories
 - Add Customer content including: narrative, images, and external data to Stories
 - Publish Stories
 - Update and maintain Stories

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- Publication Training has been conducted.

End-User Training

OpenGov will:

- Provide two (2), 60-Minute training session(s) to Customer's Internal Users on how to:
 - Navigate Opengov Budgets and Reports
 - How to enter Budget data
 - How to run and use reports

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- End User Training has been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of working sessions to answer any questions following solution acceptance.

Customer will:

- Identify issues and attend sessions.

Completion Criteria

- Customer sign-off that the project has been completed.

Tax & Revenue:

Use cases for Tax & Revenue:

- Utility Billing
- Lodging Tax
- Rental/Lease Tax
- Sales Tax
- Gas Tax
- Franchise Tax
- Excise Tax (beer, wine, tobacco)

Initiate

Provisioning Tax & Revenue Website Instance

OpenGov will:

- Create the Tax & Revenue site
- Create the admin user account
- Review the getting started menu items with the customer

Customer will:

- Validate the Admin user can log in to the site
- Setup system users and confirm each user can log in
- Complete the online training

Completion Criteria:

- The customer verifies access to the site.
- The customer confirms completing the online training.
- All users have logged into the site successfully.
- The customer acknowledges the ability to download the data import templates

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working session at the beginning of the project to:
 - o Review deliverables
 - o Review technical requirements
 - o Provide documentation on requirements and processes

OpenGov Assumptions:

- Sample bills, forms, and letters will be provided within two (2) weeks immediately following the kick-off meeting.
- Interface layout samples will be provided within two (2) weeks immediately following the kick-off meeting.
- Sample data for the import templates will be provided within two (2) weeks of the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Provide contact information for all parties involved in the implementation, including any 3rd parties for interfaces.
- Confirm deliverables.
- Gather and provide relevant data for the project including import data, forms and interface requirements

Completion Criteria:

- Customer sign-off on the project plan.

Configure

Organization

OpenGov will:

- Assist the Customer admin with the configuration

OpenGov Assumptions:

- Admin is the decision maker for the configuration

Customer will:

- Configure the organizational setup area of the site

Public Portal

OpenGov will:

- Assist the admin with the configuration

OpenGov Assumptions:

- Admin is the decision maker for the configuration

Customer will:

- Configure the public portal

Users and Security

OpenGov will:

- Assist the admin with adding the user, relating roles, and selecting a security level

OpenGov Assumptions:

- Admin is the decision-maker for users, roles, and security

Customer will:

- Admin will add users and related roles and select the security level. All users should log in to confirm proper access.

Payment Provider Integration

OpenGov will:

- Develop an integration between customer preferred payment provider, Coastal Merchant Services and OpenGov Tax & Revenue Suite.
- Lead a discovery session to confirm the payment processes and related requirements.

Assumptions:

- The Coastal Merchant Services API must be a documented web API and have the capability to provide the functionality outlined above.
- Yearly integration support will not cover charges that must be implemented due to a Coastal Merchant Services API change.

Customer will:

- Admin will define payment types and payment providers.
- Complete all 3rd party payment Sign up paperwork
- Customer and OpenGov will fill in the payment provider sandbox and/or go live values.
- Bear all monetary costs towards the provision of test and/or production platform instances by the selected payment provider.

Payment Types and Provider

OpenGov will:

- Review how the customer's selected payment provider will be used in the tool.
- Review the customer's selected payment provider and how it is set up in the Tax & Revenue system.

OpenGov Assumptions:

- Admin is the decision-maker for payment types and providers

Customer will:

- Admin will define payment types and payment providers.
- Complete all 3rd party payment Sign up paperwork
- Customer and OpenGov will fill in the payment provider sandbox and/or go live values.
- Bear all monetary costs towards the provision of test and/or production platform instances by the selected payment provider.

Notification Groups

OpenGov will:

- Define the use case for notification groups to determine which function will be used.
- Assist the admin with adding notification groups

OpenGov Assumptions:

- Admin is the decision-maker for notification groups

Customer will:

- Admin will add notification groups where applicable

Event Types

OpenGov will:

- Define the use case for event types
- Assist the admin with adding event types

OpenGov Assumptions:

- Admin is the decision-maker for event types

Customer will:

- Admin will add event types where applicable and delete unwanted default event types.

Mortgage Companies

OpenGov will:

- Define the use case for mortgage companies with a property tax software
- Assist the admin with adding mortgage companies such as Core Logic.

OpenGov Assumptions:

- Admin is the decision-maker for mortgage companies

Customer will:

- Admin will add mortgage companies where applicable

Groups

OpenGov will:

- Define the use case for groups
- Assist the admin with adding groups

OpenGov Assumptions:

- Admin is the decision-maker for groups

Customer will:

- Admin will add groups where applicable

Revenue Types

OpenGov will:

- Consult with the admin on the designing revenue types
- Assist the admin with setting up revenue types

OpenGov Assumptions:

- Admin is the decision-maker as to revenue type use cases

Customer will:

- Admin identify and design revenue types

- Admin will setup the revenue types

Rate Code and Schedules

OpenGov will:

- Assist the admin with setting up rate codes and schedules

OpenGov Assumptions:

- Admin is the decision-maker as to rate codes and schedules
- Admin has understanding of the appropriate general ledger account numbers

Customer will:

- Admin sets up rate codes and schedules

Business Filings

OpenGov will:

- Assist the admin in identifying business taxes to be collected and the Filing code category setup for each type.

OpenGov Assumptions:

- Admin is the decision-maker to identify and create business tax filing codes.

Customer will:

- Setup all needed Filing codes and select the behavior options per filing code.
- Setup includes filing codes, linking to rate codes, cycle setup, license template selection and filing template setup.

Data Import

OpenGov will:

- Instruct the admin on the location of the import templates
- Explain the process of importing data
- Determine what data is capable of being converted through import.
- Provide instructions for customer validation of data conversion.
- Review templates for data import for error checking.

OpenGov Assumptions:

- Customer is responsible for extraction of data from existing system and importing the data

Customer will:

- Transform any source data into the import templates
- Provide the data at the appropriate time during the project
- Import the data during the implementation
- Validate the imported data
- Sign off on the data load.

Train

Administrative Training

OpenGov will:

- Provide up to six (6) hours of training intended for Administrative Users on system functionality. Topics will include, but not be limited to:
 - System Navigation
 - Revenue Types
 - Rate Schedules and Rate Codes
 - Creating New Records
 - Cases
 - Balancing Exceptions Thresholds
 - Adjustment Types
 - Template Setup
 - Payments
 - Balancing
 - Voids / Returns
 - Credit Memos
 - Adjustments
 - Refunds
 - Property Tax Billing Process:
 - Assessment import
 - Assessment corrections
 - Adjustments
 - Applying bulk charges
 - Bill creation and delivery
 - Payments and balancing.
 - Filing Based Business Tax Process:
 - Filing Code setup
 - Business record filing service assignment
 - Applying bulk and single filings
 - Filing notifications
 - Filing a return
 - Processing payments.
 - License Billing process
 - Assigning filing services and cycles
 - Applying bulk charges
 - Bill creation and delivery
 - Payments and balancing
 - Delinquent record processing
 - Accounting Export and Reports
 - Taxpayer portal practice
 - Pretending to be a taxpayer
 - Understanding the search and payment process from a taxpayer experience for both public (property tax) and private (business tax / utility billing).

OpenGov Assumptions:

- Users will participate in all training and demonstrate gained knowledge of the system processes and procedures.

Customer will:

- Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan.

End User Training

OpenGov will:

- Provide up to two (2) hours training intended for End Users on system functionality. Topics will include, but not be limited to:
 - Navigation
 - Billing (Property Tax, Business License, Utility Billing)
 - Payments
 - Balancing
 - Adjustments, Voids, and Credits

Customer will:

- Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan.

Launch

Go-Live Support and HyperAdopt

OpenGov will:

- Provide up to eight (8), hours of additional support to answer questions and update configuration after the project has been completed and signed off.
- Send Solution Acceptance Document
- Transition for project team to Customer Success.

Customer will:

- Identify issues and attend sessions.
- Sign Solution Acceptance Document

Exhibit 2: Technical Requirements

Procurement Technical Requirements

Logo

- .png or .jpg file
- At least 300KB but not larger than 500KB

Vendor List

- Single Flat file
- .csv or .xlsx format

Historical/Active Contracts

- Single Flat file based on mapping document provided by OpenGov
- .csv or .xlsx format

Sample Documents or Boilerplate Templates

- PDF or Word format, including all related attachments and documents.

Admin Documents

- PDF or Word format

Financials Hardware and Technical Requirements

Computers, tablets or other user devices

- Access to the internet; Google Chrome is the recommended browser for optimal performance.

Printer

- MICR ink compatible

Check Stock

- blank, 8 1/2" x 11", check at the bottom

Cash Drawers

- MMF Cash Drawer - Value Line or MMP Cash Drawer - Advantage

Receipt Printer

- Model options: Ithaca 9000 - Thermal Printer, Epson T20III - Thermal, Thermal/inkjet, Epson TM-H6000IV

Thermal Paper

- Compatible with receipt printer

Scanner(Optional)

- Twain driver scanner

Chart of Accounts

- Flat file
- .csv, .xls, .xlsx with headers
- Active Accounts and Accounts with activity in the years of data being loaded into OpenGov.

Vendor Listing

- Flat file
- .csv, .xls, .xlsx with headers

Customer Listing

- Flat file
- .csv, .xls, .xlsx with headers

Trial Balance

- Flat file
- .csv, .xls, .xlsx with headers
- 3-5 Years of Data

Current Budget

- Flat file
- .csv, .xls, .xlsx with headers

Unpaid Invoice Report

- Flat file
- .csv, .xls, .xlsx with headers

Calendar YTD 1099 totals by vendor and tax payment type

- Flat file
- .csv, .xls, .xlsx with headers

Fixed Assets Data

- Flat file
- .csv, .xls, .xlsx with headers

Bank Statement

- .pdf

Bank Reconciliation Report

- Flat file
- .csv, .xls, .xlsx with headers

Outstanding Checks and Deposits List

- Flat file
- .csv, .xls, .xlsx with headers

AR Customer Balance by Service Code

- Flat file
- .csv, .xls, .xlsx with headers

Permitting & Licensing Technical Requirements

Master Address Table

- All addresses must have a unique ID
- Flat file, .csv, .xls, .xlsx, .txt with headers
- Parcels and address points recommended
- Recommended source data: Esri GIS, Alternative source options include: Assessor's database, E911

ESRI ArcGIS

- A single publicly-accessible secure ESRI REST API URL

ArcGIS Flags

- Polygon Layer(s) via ESRI REST API URL, Polylines and points are not supported
- Flags will be populated via the same Publicly-accessible secure ESRI REST API URL as provided for the ESRI ArcGIS integration.

Financial and Record Exports

- Required format (columns) and sample document

Autofills using Customer source data

- Flat file, .csv, .xls, .xlsx, .txt with headers

Current application forms, workflows, fee structures, and output documents

- PDF, Word, .csv, .xls, .xlsx with headers

SSO

- SAML or HTTPS certificate, Whitelist OpenGov in Customer VPN or firewall

Budgeting & Performance Technical Requirements

Current Budget

- Flat file
- .csv, .xls, .xlsx with headers
- Operating Budget

Personnel Calculations and Tables

- PDF, Word, csv, .xls, .xlsx with headers

Logo Image

- .jpg or .png format
- Transparent

Branding Guidelines

- Hex codes



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 17, 2025**

Departments: Community Development

Description of Topic: Set a public hearing date for consideration of Conditional Use Approval for Case No. 0603-CU-25, Keel RV Storage Third Addition. (Suggested date 7/15/2025) (GP)

Background/Description: Lieb Engineering Company LLC, on behalf of Mark Keel Construction LLC, requests **Conditional Use Approval** to construct three mini warehouses. The property is located at 27103 Canal Road in the General Business (GB) zoning district.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None