



COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Work Session 07/18/2023
2. Regular Council Meeting 07/18/2023
3. Committee of the Whole 07/18/2023

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

Resolutions

1. Resolution awarding the bid for Baseball Field Turf Installation and Dugouts. (GS/RE)
2. Resolution awarding the bid for the new Wildlife Center, Phase II Interior Buildout. (GS/RE)
3. Resolution authorizing the execution of a professional services agreement with McCollough Architecture, Inc., for architectural services. (RE)
4. Resolution authorizing the purchase of Artificial Turf (Materials Only) for the Soccer/Football Field at the Sportsplex through Sourcewell in the amount of \$436,570. (GS)

Public Hearings

1. Set a public hearing date for conditional use approval for Case No. 0801-CU-23, Money Bayou Storage Buildings at 4400 and 4402 Money Bayou Drive. (Suggested date 9/5/2023) (KA)
2. Reminder: Public hearing for an appeal by Ike's Beach Service, Inc., of a business license denial on August 15, 2023.
3. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0802-PUDA-23, Buena Vista on the Beach PUD Minor Modification, Covered Open Area Addition on August 15, 2023.

Ordinances

V. Public Comments

VI. Adjourn

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
JULY 18, 2023 – 10:00 A.M.
CITY HALL – SOUTH CONFERENCE ROOM**

The Orange Beach City Council met on July 18, 2023, at 10:00 A.M. with Mayor Tony Kennon presiding.

The following members were present:

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

The following members were absent:

Councilmember Joni Blalock

The following items were discussed:

1. The possibility to attend meetings virtually for councilmembers.
2. City Hall Renovation project update.
3. Gulf Shores' press release about ALDOT bridge litigation.
4. Contract for lobbyist.
5. Funding request for Robertsedale Veterans Memorial.
6. Angry Crab noise complaint update.
7. City veterans memorial.
8. Funding request from GUMBO (Gulf United Metro Business Organization).
9. Football/soccer field conversion to artificial turf project update.
10. Canal Road turn lane to Fire Station No. 3 project update.
11. Recreation Center roof replacement project update.
12. Funding request for Orange Beach Baseball 14U travel expenses.
13. Funding request for Orange Beach Skeet & Trap Club and Shooting Range facilities.
14. Beach renourishment project update.
15. Rosemary Dune cabins project update.
16. Shoreline improvement project update.
17. Canoe trailhead repair project update.
18. Hazard mitigation room project update.
19. Proposed ordinance restricting use of foam base dock systems.
20. Fishing booker.
21. Justice Center renovation project.
22. Orange Beach Cemetery.
23. Gulf State Park prescribed burn schedule.
24. Funding request for one-time retiree bonus.

25. Moratorium on new licenses for water-based businesses.
26. Citywide signs.
27. Potential real estate purchase.
28. Proposal for city employee training.
29. Financial update.
30. Important upcoming dates for Orange Beach City Schools.
31. Event Center fees.
32. Personnel issues.
33. School capital projects update.
34. Succession planning.

There being no further business, the meeting adjourned.

Time: 2:53 P.M.

APPROVED this 15th day of August, 2023.

Renee Eberly
City Clerk

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
JULY 18, 2023 – 5:00 P.M.
ORANGE BEACH COMMUNITY CENTER**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 5:00 P.M.
- II. INVOCATION** Pastor Kim Vanbrimmer, Orange Beach Presbyterian Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

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

Absent: Councilmember Joni Blalock

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Regular Council Meeting 06/20/2023
Committee of the Whole 06/20/2023

The reading was waived and minutes were approved as written.

VII. 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 – Kit Alexander</u> | No report. |
| 4. <u>Chief, Police Department – Steve Brown</u> | No report. |
| 5. <u>Chief, Fire Department – Mike Kimmerling</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 – Ford Handley</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 – Jonathan Langston</u> | No report. |
| 14. <u>Mayor/Council</u> | No report. |

VIII. 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: Silvers, aye; Johnson, aye; Mitchell, aye; Boyd, aye; Kennon, aye. **Passed. (5-0).**

Motion made (Mitchell/Johnson) to certify that cash requirements with related interests in Swift Supply are within budget and appropriate for payment. Vote revealed: Silvers, abstain; Johnson, aye; Mitchell, aye; Boyd, aye; Kennon, aye. **Passed. (4-0-1).**

IX. PRESENTATIONS

X. RECOGNITIONS

1. Recognition of Michelle Davis, General Manager of SpringHill Suites by Marriott Orange Beach, for receiving an American Hotel & Lodging Association “General Manager of the Year” Award. Mayor Kennon introduced Michelle Davis. Ms. Davis spoke briefly in gratitude.

XI. UNFINISHED BUSINESS

Ordinances

1. Second Reading – Ordinance amending Ordinance No. 2023-1452 establishing a temporary moratorium on the issuance of business licenses for commercial vessels and other marine activity. **Motion made (Silvers/Boyd) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Boyd, aye; Kennon, aye. **Passed. (5-0).**

XII. NEW BUSINESS

Resolutions

1. Resolution awarding the bid for State Highway 180 Milling, Paving, and Striping for Fire Station No. 3 to John G. Walton Construction Company, Inc., in an amount not to exceed \$198,477.07. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor.
2. Resolution rejecting all bids for the Recreation Center Roof and Soffit Replacement. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor.
3. Resolution authorizing execution of a professional services agreement with DuncanCounts, LLC, for lobbying services. **Motion made (Boyd/Silvers) to adopt the resolution.** Vote unanimous in favor.
4. Resolution authorizing execution of a task order with Sawgrass Consulting, LLC, to provide a boundary survey of the Bert Taylor Property located at 26192 Canal Road in an amount not to exceed \$3,900. **Motion made (Mitchell/Boyd) to adopt the resolution.** Vote unanimous in favor.
5. Resolution authorizing execution of a task order with Sawgrass Consulting, LLC, to provide land surveying services for vacation of a sanitary sewer easement on the Romar Lakes Development Windward Lakes Property in an amount not to exceed \$6,500. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor.
6. Resolution authorizing execution of a lease agreement with the United States Postal Service. **Motion made (Silvers/Boyd) to adopt the resolution.** Vote unanimous in favor.
7. Resolution authorizing execution of a task order with McCollough Architecture, Inc., to provide design services for a veterans memorial in an amount not to exceed \$16,000. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor.

8. Resolution adopting the rental agreement and fee schedule for the Orange Beach Event Center at the Wharf located at 4671 Wharf Parkway. **Motion made (Mitchell/Silvers) to postpone consideration until the next council meeting on August 1st.** Vote unanimous in favor.
9. Resolution authorizing a software service agreement with Zapp Software, LLC, for the 2024 Festival of Art. **Motion made (Mitchell/Boyd) to adopt the resolution.** Vote unanimous in favor.
10. Resolution authorizing execution of a professional services agreement with Grace Stanton for theater performance direction for “Junie B. Jones.” **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor.

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:10 P.M.

APPROVED this the 15th day of August, 2023.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
JULY 18, 2023 – 5:50 P.M.
ORANGE BEACH COMMUNITY CENTER**

The Orange Beach City Council met to review potential items for the July 18, 2023, agenda.

The following members were present:

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

The following members were absent:

Councilmember Joni Blalock

The following items were discussed:

1. Relocate Council Meeting on August 1, 2023, to the Community Center.
2. Resolution appropriating funds to Gulf United Metro Business Organization, Inc. (GUMBO) for the 2023 Tourism Summit in the amount of \$12,500.
3. Resolution to award the proposal for EMS Billing Services.
4. Resolution awarding the bid for Orange Beach/Gulf State Park/Gulf Shores Beach Restoration Project.
5. Resolution authorizing execution of a task order with Sawgrass Consulting, LLC, to provide additional professional services related to the construction of Fire Station No. 3 in an amount not to exceed \$38,000.
6. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0802-PUDA-23, Buena Vista on the Beach PUD Minor Modification, Covered Open Area Addition. Public hearing set for August 15, 2023.

Public Comments:

None

There being no further business, the meeting adjourned.

Time: 5:30 P.M.

APPROVED this 15th day of August, 2023.

Renee Eberly
City Clerk



**COMMITTEE OF THE WHOLE MEETING
AUGUST 1, 2023**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for Baseball Field Turf Installation and Dugouts. (GS/RE)

Background/Description: Bid opening scheduled for August 10, 2023.

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted, Sportsplex Capital Project

ATTACHMENTS:

None



**COMMITTEE OF THE WHOLE MEETING
AUGUST 1, 2023**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for the new Wildlife Center, Phase II Interior Buildout. (GS/RE)

Background/Description: Bid opening scheduled for August 10, 2023. The exterior of the new Wildlife Center and Trail Maintenance Shop has been completed. This bid is for the interior buildout of the Wildlife Center.

Action Options/Recommendation:

Source of Funding (if applicable): RESTORE Act funding through ADCNR Grant to offset project by \$624,450.

ATTACHMENTS:

None



**COMMITTEE OF THE WHOLE MEETING
AUGUST 1, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a professional services agreement with McCollough Architecture, Inc., for architectural services. (RE)

Background/Description: Renewal of expiring agreement

Action Options/Recommendation:

Source of Funding (if applicable): N/A

ATTACHMENTS:

1. 08-15-23 23-xxx Authorize Professional Services Agreement McCollough Architecture
2. 2023.07.28 Professional Services Agreement McCollough Architecture

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
MCCOLLOUGH ARCHITECTURE, INC., FOR
ARCHITECTURAL SERVICES**

FINDINGS:

1. The professional services agreement with McCollough Architecture, Inc., adopted by Orange Beach City Council through Resolution No. 21-156 adopted July 20, 2021, has expired
2. The City of Orange Beach and McCollough Architecture, Inc., have reached an agreement (attached Exhibit A) whereby McCollough Architecture, Inc., will provide architectural services for the City of Orange Beach.
3. The Agreement authorizes work to be assigned by one or more task orders approved from time to time by the City Council.
4. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
5. The term of this agreement shall be for twenty-four (24) months from the date of adoption by the Orange Beach City Council.

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

1. That the Mayor is hereby authorized to execute the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and McCollough Architecture, 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 15th DAY OF AUGUST, 2023.

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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on August 15, 2023.

City Clerk

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (hereinafter "Agreement") is made and entered into by and between the City of Orange Beach, an Alabama Municipal Corporation (hereinafter "City"), and McCollough Architecture, Inc. (hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of providing Architectural services;

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

NOW THEREFORE,

WITNESSETH:

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

I. SERVICES TO BE PERFORMED

Contractor agrees to perform Architectural Services, and to represent the City as requested as their Architectural Consultant on a variety of assigned project. Each project will be assigned to Contractor in the form of a written Task Order describing the scope of work. A copy of this Agreement shall be attached to each Task Order.

Contractor agrees to perform services that may include, but not be limited to, programming, planning, design, construction documents, construction administration, architectural consultation to the City as requested, and other services as requested.

Civil, Environmental, and Geotechnical engineering required for projects associated with the Contractor's work shall be provided by others. The Contractor shall work with the City's engineer(s) assigned to the project.

II. COMPENSATION

Fees for work completed and reimbursable expenses will be invoiced to the City on a monthly basis, based on the following hourly rate schedule. It is anticipated that hourly fees will apply to conceptual and programming work in order to establish definitive scope of work for a specific project (Task Order). Once a project scope is identified, it is anticipated that a lump-sum fee will be established based on a percentage of the estimated cost of construction (see Alabama Building Commission Fee Schedule):

<u>Classification</u>	<u>Hourly Billing Rate</u>
Architect	\$ 150.00
CAD Operator (Draftsman)	\$ 85.00
Clerical	\$ 30.00
Engineering (Structural; Mechanical; Plumbing; Electrical)	Cost plus 15%
Interior Designer	\$ 100.00
Landscape Architect	\$ 125.00

III. TERM OF AGREEMENT

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

IV. GENERAL PROVISIONS

- A. Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.
- B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.
- C. Contractor shall act as a representative of the City, under the direct supervision of the City. Contractor shall have no authority to obligate the City in any way whatsoever. In the performance of his duties, the Contractor shall be deemed an independent contractor.
- D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or denied solely at City's discretion.
- E. Contractor hereby agrees to comply strictly with all ordinances of the City of Orange Beach, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.
- F. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement.
- G. Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability, in connection with federally funded programs.
- H. City may terminate this Agreement with or without cause at any time by giving written notice to Contractor of such termination (herein called a "Notice of Termination"), specifying the effective date thereof not less than thirty (30) calendar days before the effective date of the termination. Contractor shall have the right to terminate this Agreement by giving City written notice and remaining in service for a sufficient time to allow City to seek a suitable replacement. Should Contractor be terminated pursuant to the terms of this subpart, then this Agreement shall terminate on the last day of Contractor's current month of employment and City shall not be liable for any compensation beyond that date.
- I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind

arising in any way out of the negligent acts, errors or omissions of the contractor in performance of this Agreement and/or the activities of the Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising from Contractor's activities under this Agreement, Contractor agrees to indemnify and hold the City harmless from all costs, including attorneys' fees and expenses, associated with same. This indemnification extends only to third party claims and actions filed against the City as a result of any negligent actions by the Contractor under this Agreement. This duty shall survive the termination of this contract.

- J. All notices of cancellation, requests, demands, or other communications shall be in writing and duly delivered to the following address for City at:

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

Copy to: City Attorney

And to Contractor at:

McCollough Architecture
4790 Main Street Suite F-209
Orange Beach, Alabama 36561

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

V. INSURANCE

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

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

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

Either:

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

Or,

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

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

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

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

VI. CONFIDENTIALITY

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

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

CITY OF ORANGE BEACH, A Municipal Corporation

By: _____
Mayor Tony Kennon

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR:

McCollough Architecture, Inc.

By: _____
Sted McCollough

Its: Principal

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and seal this the _____ day of _____, 2023.

(SEAL)

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

STATE OF ALABAMA
COUNTY OF _____

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Sted McCollough, whose name as Principal of McCollough Architecture, Inc., an Alabama corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2023.

(SEAL)

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



**COMMITTEE OF THE WHOLE MEETING
AUGUST 1, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of Artificial Turf (Materials Only) for the Soccer/Football Field at the Sportsplex through Sourcewell in the amount of \$436,570. (GS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted, Sportsplex Capital Project

ATTACHMENTS:

1. 08-15-23 23-xxx Authorize Purchase Turf Football Soccer Field Sourcewell
2. 2023.07.18 Quote - Sportsplex - Sprinturf Football Soccer Field Artificial Turf

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
ARTIFICIAL TURF (MATERIALS ONLY) FOR THE
SOCCER/FOOTBALL FIELD AT THE SPORTSPLEX
THROUGH SOURCEWELL IN THE AMOUNT OF \$436,570**

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 Artificial Turf (Materials Only) for the Soccer/Football Field at the Sportsplex through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the amount of \$436,570.00;
2. That the Mayor is hereby authorized to approve payment to Sprinturf, LLC, in the amount of \$436,570.00 for Artificial Turf (Materials Only) for the Soccer/Football Field at the Orange Beach Sportsplex including the application of logos per the Sprinturf pricing proposal dated July 14, 2023;
3. That the material 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 15th DAY OF AUGUST, 2023.

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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on August 15, 2023.

City Clerk



TIPS TAPS PRICING PROPOSAL FOR ORANGE BEACH MULTIPURPOSE FIELD
4385 WILLIAMS SILVERS PARKWAY, ORANGE BEACH, AL

Date: 7/14/2023

Field Name	Multi-Purpose Field
Square Footage	110,000 SF
Field Markings - Graphics	None
Field Markings - Sports	Soccer Corner Tick Marks
Turf System	Slit Film
Base Bid – Furnish New Infilled Synthetic Turf System	\$379,660.00
Alternate #1 – Furnish Center Logo – Price Per Logo	ADD: \$7,815.00 Per Logo
Alternate #2 - Furnish & Deliver PG Optimum w/ a 5mm Foam Pad for 70'x176' Area	ADD: \$49,095.00

***Sales tax is EXCLUDED in the pricing above. If project not tax exempt, please add \$17,610.00 to Base Bid, add \$575.00 to Alternate #1,**

****Payment & Performance Bonds can be provided for 1.5% of the total contract value per year****

Product Details

Sprinturf is pleased to offer:

Product Detail	Ultrablade (Slit Film)
Color	Field Green
Pile Height	2.0"
In-fill Type	SBR Ambient Crumb Rubber & Silica Sand
Face Weight	44 oz/yd ²
Backing/Urethane Weight	20 oz/yd ²

The Sprinturf Difference

In order to provide the highest quality product and service, one hundred percent of Sprinturf products are manufactured in house and in America creating American jobs and investments. Sprinturf installations are executed to a uniform, national quality standard and Sprintcare, our after-sales maintenance program is one of the best in the industry.

Pricing Includes:

Base Bid

- Contingent upon Sprinturf being awarded infilled synthetic turf system installation.
- Furnish the artificial in-filled grass surface provided by Sprinturf as specified.
- Furnish inlaid soccer tick marks in standard color(s).
- Furnish ambient SBR crumb rubber & silica sand infill per manufacturer's recommendation.
- Provide an eight (8) Year manufacturer warranty & 3rd party warranty.





Alternate Bid #1

- a) Add to Base Bid.
- b) Furnish an up to three (3) color center logo up to 30' x 30' in standard color(s).

Alternate Bid #2

- a) Add to Base Bid.
- b) Furnish & deliver 70'x176' of PG Optimum Synthetic Turf w/ a 5 mm foam backing. Provide 3 tapes and 8 glues for installation by owner.

Clarifications & Exclusions:

- a) Any alteration or deviation from the above scope of work and/or official bid documents involving extra costs is not included and will only be provided upon executed change orders.
- b) This proposal includes up to (2) design renderings/revisions (additional renderings/revisions will incur extra costs).
- c) This proposal does not include bonding, site security, engineered/stamped drawings, storm/waste water management services, architectural/engineering inspections, zoning/planning/design/permitting services, licensed surveying, geotechnical/environmental investigations, unforeseen conditions, unsuitable soils, soil stabilization or remediation, hazardous materials and/or waste, organics, solid rock/concrete, undercutting, utility relocation, fencing, electrical, seeding/sodding/watering/maintenance of disturbed areas or remediation of spoils area.
- d) Pricing assumes Sprinturf will be using standard construction equipment, standard working hours, given proper access to work area & proper staging space within 500' of work area.
- e) Pricing is based on Private Wage Rates and billing subject to Sprinturf's private payment terms.
- f) **Use of field(s) constitutes final acceptance of field(s).**
- g) Pricing based on a Sprinturf delivering materials December 2023.

The price is valid for the period of 30 days. Due to the unpredictable cost environment caused by war, pandemic, and other geopolitical events outside of Sprinturf's control, cost increases passed on to Sprinturf will be passed through the customer at cost (no profit added). Commercially reasonable documentation of any cost increases will be provided. The price is subject to increase if affected by an increase in raw materials, freight, or levies. Please feel free to reach out to any member of our team with questions about our offer:

Charlie Welsh
Regional Sales Manager
651.239.0400
cwelsh@sprinturf.com

Webb Cook
Executive Vice President of Sales
717.917.1790
wcook@sprinturf.com





**ORANGE BEACH MULTIPURPOSE FIELD
SPRINTURF PRICING PROPOSAL DATED 7/14/2023**

Signature of proposal represents acceptance of scope of work and pricing. The contract process will begin based on the above terms.

ACCEPTED BY:

By:

Date:

Conditions

Notwithstanding any other document or agreement entered into by Sprinturf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

1. This bid proposal and its acceptance is subject to strikes, accidents, acts of God and *force majeure*.
2. Sprinturf requires a minimum of 15 days after receiving final approvals on shop drawings to manufacture and deliver turf.
3. This proposal is based on a single mobilization. If additional mobilizations are necessary, additional charges will apply.
4. Final Payment shall be upon the substantial completion of Sprinturf obligations. Sprinturf is entitled to cost recovery associated with collecting delinquent receivables.
5. Any increased costs incurred shall be taken on by the owner.
6. Accounts overdue beyond 30 days of invoice date will be charged at an interest rate based on SOFR +5% per month.
7. Sprinturf shall be accountable for its negligence but shall not be bound by any penalty clauses.





**COMMITTEE OF THE WHOLE MEETING
AUGUST 1, 2023**

Departments: Community Development

Description of Topic: Set a public hearing date for conditional use approval for Case No. 0801-CU-23, Money Bayou Storage Buildings at 4400 and 4402 Money Bayou Drive. (Suggested date 9/5/2023) (KA)

Background/Description: Engineering Design Group, on behalf of SPI Properties LLC, requests recommendation to the City Council for approval of **Conditional Use** to construct a storage unit facility covering more than 12,800 square feet along with an office area covering about 1,900 square feet. The property is located at 4400 and 4402 Money Bayou Drive in the General Business (GB) zoning district.

Action Options/Recommendation:

Source of Funding (if applicable): N/A

ATTACHMENTS:

None



**COMMITTEE OF THE WHOLE MEETING
AUGUST 1, 2023**

Departments: City Clerk

Description of Topic: Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0802-PUDA-23, Buena Vista on the Beach PUD Minor Modification, Covered Open Area Addition on August 15, 2023.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None