



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Regular Council Meeting 07/02/2024
2. Committee of the Whole 07/02/2024

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

Resolutions

1. Resolution authorizing the purchase of a Mini Excavator for the Utilities Department through Sourcewell from Parish Tractor Company, LLC, in the amount of \$53,664.80. (JH)
2. Resolution authorizing the purchase of Four Vehicles for the Police Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$203,984. (SB)
3. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide design services for a Shooting Range Building. (GS)
4. Resolution authorizing the execution of an amended automatic aid agreement with the City of Gulf Shores for fire response within the Alabama Gulf State Park. (JS)
5. Resolution accepting the statement of work from Civic Plus for Civic Optimize for online process automation and digital services. (MA)

6. Resolution authorizing the execution of a professional services agreement with AECOM for traffic engineering services. (CP)
7. Resolution authorizing the execution of a task order with AECOM for a traffic signal warrant evaluation of SR-180 at Wharf Parkway in an amount not to exceed \$15,750. (CP)
8. Resolution authorizing execution of a grant award agreement with the Gulf Coast Resources Conservation and Development Council, Inc., for the Cotton Bayou and Terry Cove navigation aids project. (NW)

Public Hearings

Ordinances

1. Ordinance amending Chapter 38, Article II, Section 38-26 of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Fire Department Emergency Transport Service." (JL/JS)

V. Public Comments

VI. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
JULY 2, 2024 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- 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 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/Johnson) to approve the agenda as written. Vote unanimous in favor.

VI. CONSIDERATION OF PREVIOUS MINUTES

Regular Council Meeting 06/04/2024
Committee of the Whole 06/04/2024

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 – 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> | Report attached. |
| 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> | |

Mayor Kennon acknowledged a recent controversy regarding a distasteful advertisement flown by the Blue Sky Banner Towing plane. The Mayor stated that the owner has

apologized and explained that it was an oversight that will not happen again. Councilmember Boyd praised another banner plane owned by Jack Fisher who chose to not fly the ad.

Councilmember Mitchell recognized the Orange Beach High School Makos Softball Team that finished their season as #1 in the nation.

VIII. AUDITING OF ACCOUNTS

Motion made (Mitchell/Johnson) 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/Boyd) 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).**

IX. PRESENTATIONS

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

Resolutions

1. Resolution authorizing execution of a marina slip license agreement with Pelican's Perch Marina and Boat Yard. **Motion made (Mitchell/Blalock) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**

XII. NEW BUSINESS

Resolutions

1. Resolution authorizing execution of a software service agreement with Governmentjobs.com, Inc., dba NEOGOV, for human resources management. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution reappointing members to the Library Board to fill a vacancy and to correct terms of remaining members. **Motion made (Boyd/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution appointing David Dichiaro, McGee Scarbrough, Ryan Long, and Travis Shell to the Board of Adjustment. **Motion made (Mitchell/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution establishing fees for the Orange Beach Swim Team program. **Motion made (Blalock/Johnson) to adopt the resolution.** Council discussed briefly. Vote unanimous in favor. **Motion passed.**
5. Resolution authorizing the execution of a ground lease agreement with Auburn University for the Gulf Coast Engineering Research Station. **Motion made (Mitchell/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution amending the Fiscal Year 2024 Budget to reallocate funds. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution authorizing the purchase of a Passenger Shuttle for the Coastal Resources Department through a General Services Administration contract from Gator Moto Utility Vehicles and More, LLC, dba Moto Electric Vehicles, in the amount of \$26,516.17. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

8. Resolution authorizing a franchise for 24 Transportation LLC, dba Platinum CTS, to operate a taxi/limousine service within the city limits and police jurisdiction of the City of Orange Beach. **Motion made (Blalock/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
9. Resolution authorizing execution of a marina slip license agreement with Wharf Entertainment Properties, L.L.C. **Motion made (Boyd/Mitchell) 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: 5:09 P.M.

APPROVED this the 6th day of August, 2024.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
JULY 2, 2024 – 5:09 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the July 16, 2024, agenda.

The following members were present:

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

The following members were absent:

Councilmember Jeff Silvers

The following items were discussed:

1. Resolution authorizing the purchase of a Video Surveillance System with Access Control for City Hall through State Bid from Vision Security Technologies Inc. in the amount of \$57,482.84.
2. Resolution authorizing execution of a professional services agreement with Jay Jackson for theatrical set building for "Shrek the Musical".
3. Resolution authorizing execution of a performance agreement with McLean Motor Sports Productions, LLC, for the "Bama Coast Cruisin'" event as part of the 2024 Freedom Fest.
4. Resolution authorizing execution of a performance agreement with Gulf Coast Gun Collectors Association for a collectible firearms show at the Orange Beach Event Center as part of the 2024 Freedom Fest.
5. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0503-PUD-24, Abbey Road PUD on July 16, 2024.
6. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0604-PUDA-24, Springhill Suites PUD Modification, Buffer Screening & Roof Features on July 16, 2024.

Public Comments:

1. Ford Handley, City Administrator/Finance Director, recognized Tiffany Long who was named the 2024 Animal Control Officer of the Year by the Alabama Animal Control Association. Mr. Handley also commended the Expect Excellence Performing Arts Division for their reprise of "Dream On: A Tribute to Classic Rock".

There being no further business, the meeting adjourned.

Time: 5:12 P.M.

APPROVED this 6th day of August, 2024.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 16, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Mini Excavator for the Utilities Department through Sourcewell from Parish Tractor Company, LLC, in the amount of \$53,664.80. (JH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-06-24 24-xxx Authorize Purchase Mini Excavator Utilities Sourcewell
2. 2024.07.03 Quote - Utilities - Parish Tractor Kubota Mini Excavator

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
MINI EXCAVATOR FOR THE UTILITIES DEPARTMENT
THROUGH SOURCEWELL FROM PARISH TRACTOR COMPANY, LLC
IN THE AMOUNT OF \$53,664.80**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of a Mini Excavator for the Utilities Department through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the amount of \$53,664.80;
2. That the Mayor is hereby authorized to approve payment to Parish Tractor Company, LLC, in the amount of \$53,664.80 for One (1) New Kubota U35-4R1A Mini Excavator;
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 6th DAY OF AUGUST, 2024.

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. 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on August 6, 2024.

City Clerk

Quote Provided By

PARISH TRACTOR

BILBO LAMPTON

22463 AL-59 S

ROBERTSDALE, AL 36567

email:

BLAMPTON@PARISHTRACTOR.COM

phone: 6016062606

- Standard Features -

- Custom Options -



Kubota

U Series

U35-4R1A

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Tight Tail Swing
Auto Idler
Rubber Track Model
ROPS/OPG (Top Guard, Level I) 4-Post Canopy
Suspension Seat
Kubota 3 Hydraulic Pump Design
1 Gear, 2 Variable
Displacement Pumps
All Controls Hydraulic Pilot Controls
Accumulator
Two Operating Pattern Selection System
Digital Control Panel
Attachment Flow Presets, Service Alerts
Float Angle Blade w/ Bolt-on Cutting Edge
360 Degree Full Rotation
71 Degree Left, 45 Degree Right Boom Swing
15.8 gpm Adjustable Auxiliary Hydraulics Port
Auxiliary Hydraulics Diverter Valve
Thumb Bracket & Relief Valves
Five Second Quick Preheat System
Key Switch Stop System
Half Pitch Rubber Tracks
Self Bleed Fuel System
Auto-Downshift Two Speed Travel System
Swivel Negative Brake
Travel Negative Brake
Third Line

ENGINE

D1703-M Kubota E-TVCS Tier 4
Diesel Engine
3 Cylinder, 4 Cycle
23.9 Net HP @ 2200 rpm

OPERATIONAL

DIMENSIONS

Max Digging Depth 9' 8.9"
Max Digging Radius @ Ground Level 16' 11.3"
Max Vertical Digging Depth 6' 7.3"
Max Dumping Height 11' 0.7"

DOZER BLADE

DIMENSIONS

Width 67"
Height 13.5"
Lift Above Ground 14.65"
Drop Below Ground 14.53"

PERFORMANCE

Digging Force @ Bucket (K7875) 7924 lbs.
Digging Force @ Dipper Arm 4451 lbs.
Travel Speed (Low) 1.9 mph
Travel Speed (High) 2.9 mph
Climbing Ability 58% / 30"
Lift Capacity 3,230 lbs.
Over Front
Blade Grounded
2.0 Ft. Load Point Height
8.0 Ft. Load Radius

DIMENSIONS AND

OPERATING WEIGHT

U35-4R1A Rubber Tracks,
4-Post ROPS/OPG (Top Guard, Level I) Canopy
Angle Dozer Blade
Overall Length 15' 7"
Overall Width 5' 7"
Overall Height 8' 1.2"
Operating Weight 8,478 lbs.*
Ground Clearance 11.34"

* Includes operator's weight, 175 lbs.

U35-4R1A Base Price: \$55,508.00

(1) QUICK COUPLER \$1,400.00
K7870A-QUICK COUPLER

(1) 12" QA TRENCHING BUCKET \$1,431.00
K7872A-12" QA TRENCHING BUCKET

(1) 18" QA TRENCHING BUCKET \$1,616.00
K7874A-18" QA TRENCHING BUCKET

(1) 24" QA TRENCHING BUCKET \$1,937.00
K7875A-24" QA TRENCHING BUCKET

(1) HYD THUMB KIT \$3,963.00
K7910A-HYD THUMB KIT

Configured Price: \$65,855.00

Sourcewell Discount: (\$15,805.20)

SUBTOTAL: \$50,049.80

2Yr U35-4R1A Extended Warranty \$2,200.00

Dealer Assembly: \$165.00

Freight Cost: \$850.00

PDI: \$400.00

Total Unit Price: \$53,664.80

Quantity Ordered: 1

Final Sales Price: \$53,664.80

Purchase Order Must Reflect Final Sales Price.

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



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 16, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of Four Vehicles for the Police Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$203,984. (SB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted, Police Capital

ATTACHMENTS:

1. 08-06-24 24-xxx Authorize Purchase Four Vehicles Police State Bid
2. 2024.07.02 Quote - Police - Stivers Ford Lincoln Vehicles x4

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
FOUR VEHICLES FOR THE POLICE DEPARTMENT
THROUGH STATE BID FROM STIVERS FORD LINCOLN, INC.
IN THE AMOUNT OF \$203,984**

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 Four (4) Vehicles for the Police Department from Stivers Ford Lincoln, Inc., through Alabama State Bid in the amount of \$203,984.00;
2. That the Mayor is hereby authorized to approve payment to Stivers Ford Lincoln, Inc., in the amount of \$50,996.00 each for Four (4) 2024 Ford F-150 Supercrew 4x4 Pickup Trucks;
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 6th DAY OF AUGUST, 2024.

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. 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on August 6, 2024.

City Clerk

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Dated: 9/27/2023
Version: 24.0

2024 FORD F150 RESPONDER SUPERCREW 4x4 PICKUP -- STATE CONTRACT T191L

CONTRACT NUMBER: 220000003121-2

CONTRACT AMOUNT: \$46,867

MODEL SERIES W1P

INCLUDES: F150 Pursuit Rate Pickup Truck, 4x4, 3.5L EcoBoost Engine, Electronic 10 Speed Transmission, 3.31 E-Locking Axle, 145" Wheelbase, 5.5' Bed, FX4 Off-Road Package, Class IV Receiver Hitch w/ 4/7 Pin Connector, Reverse Sensing System, Police Engine Idle, Fleet Telematics Modem, Police Perimeter Alert, & LT265/70R18 BSW All Terrain Tires.

Please reach out to Jburr@stiversonline.com for any Custom Upfit Build Requests or any Technical Questions

RECOMMENDED OPTIONS

STATE CONTRACT PRICE (T191L)

67P	Remote Keyless - Entry Key Fob	\$ 46,867	X
64H	Silver Six-Spoke Aluminum Wheels	\$ 350	X
18B	Platform Running Boards	\$ 485	X
17R	Rear Door Controls Inoperable: Handles, Locks & Windows	\$ 255	X
59E	Driver LED Spotlamp (FACTORY OPTION ONLY)	\$ 180	
59G	Driver & Passenger LED Spotlamp (FACTORY OPTION ONLY)	\$ 405	X
153	Front License Plate Bracket	\$ 635	
942	Daytime Running Lamps	NC	X
17C	Front/Rear Chrome Bumper (Requires 595 Fog Lamps)	\$ 45	
595	Fog Lamps	\$ 180	
67T	Trailer Brake Controller	\$ 145	
19A	Interior Upgrade Package <i>REQUIRES XB INTERIOR (Console)</i>	\$ 280	
		\$ 610	

INTERIOR

PB	Black Police Grade Heavy Duty Cloth 40/Blank/40 Front Seats w/ Center-Sections Deleted, Vinyl Rear Bench	NC	X
XB	Black Police Grade Heavy Duty Cloth 40/Console/40 Front Seats w/ Flow Through Console, Cloth Rear Bench	NC	
	XB Interior Requires 19A Interior Upgrade Package		
61P	8 Way Power Passenger Seat	\$ 300	
	Black Vinyl Floor Covering	Standard	

EXTERIOR COLOR OPTIONS -- Colors are NC:

YZ	Oxford White	☒	HX	Anitmatter Blue	☐	MB	Orange	☐
UM	Agate Black	☐	B3	Atlas Blue	☐	AT	Yellow	☐
JS	Iconic Silver	☐	E4	Vermillion Red	☐	B1	School Bus Yellow	☐
M7	Carbonized Gray	☐	GR	Green	☐			

STIVERS OPTIONS:

OBD	Full OBD Integration System to use Vehicle Functions to Control Lighting Arrangement	\$ 1,130	
FS6	PW100 Series Handheld Controller (Used with Slicktop Option/ Removing Console/ ADMIN STYLE)	\$ 700	
LED	4 Corner LED Strobe Lights	\$ 699	
WT1	All Weather Rubber Mats	\$ 199	
TB1	Tool Box - Standard (15")	\$ 539	
TB2	Tool Box - Deep Well (18")	\$ 599	
BL6	Bed Liner - Drop In (5-1/2")	\$ 315	
SL1	Spray-in Bed Liner (5-1/2" bed)	\$ 595	
TN1	Tonneau Cover - Non Folding Hardshell	\$ 1,895	X
TN2	Tonneau Cover - Retractable	\$ 1,595	
TN3	Tonneau Cover - Tri Fold	\$ 1,395	
CAM	Camper Shell	\$ 3,140	
BS	Bed Slide	\$ 1,590	
RBFS	Rumbler Speaker Kit (Subwoofer Function for Siren Controller)	\$ 800	
RDR	Stalker Dual Radar System		

Request

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Dated: 9/27/2023
Version: 24.0

RPW Radio Prewire (Install Customer Supplied Radio)
GR Dual Gunrack AR/870

\$ 145
\$ 625

Lightbar Packages (Choose 1 of the following options)

LB1 STIVERS VALOR LIGHTBAR PACKAGE \$ 5,700

- 51" V- Shaped Lightbar (40% More Lateral Coverage) RED/WHITE/BLUE Configurable with Flood/Alley and Signalmaster Capability
- Pathfinder 200Watt Siren Controller with 3- Position Switch and Rotary Siren Switch
- 100W Siren Speaker
- Fully Integrated Console with Cupholder/Armrest/ Power Faceplate with (2) USB Ports and (2) 12V Plugs
- Universal Laptop Stand and Cradle Mounted on Side of Console

ST1 STIVERS SLICKTOP LIGHTBAR PACKAGE \$ 5,400

- Front and Rear ILS Visor/ Rear Glass Lightbars RED/WHITE/BLUE Configurable with Flood/Alley and Signalmaster Capability
- Pathfinder 200Watt Siren Controller with 3- Position Switch and Rotary Siren Switch
- 100W Siren Speaker
- Fully Integrated Console with Cupholder/Armrest/ Power Faceplate with (2) USB Ports and (2) 12V Plugs
- Universal Laptop Stand and Cradle Mounted on Side of Console

LB2 STIVERS ALLEGIANT LIGHTBAR PACKAGE \$ 4,600

- 53" Traditional Shaped Lightbar RED/WHITE/BLUE Configurable with Flood/Alley and Signalmaster Capability
- Pathfinder 200Watt Siren Controller with 3- Position Switch and Rotary Siren Switch
- 100W Siren Speaker
- Fully Integrated Console with Cupholder/Armrest/ Power Faceplate with (2) USB Ports and (2) 12V Plugs
- Universal Laptop Stand and Cradle Mounted on Side of Console

Lighting Packages(Choose 1 of the following options)

SPL Stivers Perimeter Lighting Package:- (14) total elements installed \$ 2,900

- | | | |
|-----------------|---|-----------------------------|
| Head/Tail Lamps | 4 | Blue/White Corner LEDs |
| Grille | 2 | Blue/White 6 Head LEDs |
| Fender Mounted | 2 | Blue/White 6 Head LEDs |
| Tag | 4 | Red/Blue/White 6 Head LEDs |
| Rear Side Door | 2 | Red/Blue/White 12 Head LEDs |

SL1 Stivers Base Lighting Package: (10) total elements installed \$ 1,550

- | | | |
|-----------------|---|-----------------------------|
| Head/Tail Lamps | 4 | Blue/White Corner LEDs |
| Grille | 2 | Blue/White 6 Head LEDs |
| Tag | 2 | Red/Blue/White 6 Head LEDs |
| Rear Side Door | 2 | Red/Blue/White 12 Head LEDs |

PRISON CONTAINMENT

PK1	SpaceCreator High Security - Front Partition w/ Kick Panels	\$ 1,200
FWB	Full Rear Window Armor (Sides and Rear Glass)	\$ 660
RUS	Rear Underseat Electronics and Storage Unit (Lockable)	\$ 1,000
K9U	Ultimate K9 Package 2/3rds Kennel with Bailout Door/ Fan and Pager System with Coolguard Monitor	Request

PUSH BUMPER PACKAGE

PB1	Center Pushbumper	Must Pick 1 Option Below (2 Light or 4 Light Top Channel)	\$ 795
	<u>2 Light Top Channel</u>	Blue/White 6 Head LEDs	\$ 330
	<u>4 Light Top Channel</u>	Blue/White 6 Head LEDs	\$ 590

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Dated: 9/27/2023
Version: 24.0

PB2	Full Pushbumper with WingWraps and Pitbars		Must Pick 1 Option Below (2 Light or 4 Light Top Channel)	\$ 1,795	
	2 Light Top Channel	4	Blue/White 6 Head LEDs	\$ 330	
	4 Light Top Channel	2	Blue/White 6 Head LEDs	\$ 590	
	2 Lights in Pitbars/ 2 Lights on Side	2	Blue/White 6 Head LEDs	Included	

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

72 miles

35007\$



Delivery Address: 604 Galloway Cir. Alabaster, AL \$144.00

TOTAL VEHICLE (Required) \$50,996.00

Customer: LT. Aaron Wyatt Orange Beach Police Department

Contact: LT. Aaron Wyatt

Phone: 251-981-0113

Email: awyatt@orangebeachal.gov

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required)

[Signature]
6/28/24

DATE (Required):

PURCHASE ORDER NUMBER: (Required)

QUANTITY

4



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 16, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide design services for a Shooting Range Building. (GS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-06-24 24-xxx Authorize Task Order McCollough Architecture Shooting Range Building
2. 2024.04.23 Task Order McCollough Architecture Shooting Range Building

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
TASK ORDER WITH MCCOLLOUGH ARCHITECTURE, INC.
TO PROVIDE DESIGN SERVICES FOR A
SHOOTING RANGE BUILDING
IN AN AMOUNT NOT TO EXCEED \$24,800**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 23-155 adopted August 15, 2023, approved a contract with McCollough Architecture, Inc., to perform certain architectural services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The Construction and Facilities Manager has submitted a task order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires McCollough Architecture, Inc., to provide design services for a Shooting Range Building.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and McCollough Architecture, Inc., on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$24,800.00 to McCollough Architecture, Inc., to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 6th DAY OF AUGUST, 2024.

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. 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on August 6, 2024.

City Clerk



TASK ORDER AUTHORIZATION

TASK ORDER NO. 26

CITY OF ORANGE BEACH - PERFORMANCE CONTRACT

ARCHITECTURAL SERVICES

This Task Order is for the Architectural, structural, mechanical, electrical and plumbing engineering services for the approximate 2,820 s.f. pre-engineered metal Clay Shooting Range Building for the City of Orange Beach, Alabama. The estimated cost of construction is \$600,000.00. The City will be handling civil and site-related items as well as landscaping. The cost of site related items are unknown at this time.

The cost for completing this work shall be a lump sum fee of **\$24,800.00**.

The following exhibits are made part of this Task Order and are attached here to:

Exhibit A - Scope of Work

Exhibit B - Man-Hour/Fee Estimate

OFFERED BY CONSULTANT

Representative's Signature

Sted McCollough

Printed Name

Title

Firm Name

Date

RECOMMENDED FOR APPROVAL

Signature

Title

Date

APPROVED BY CITY OF ORANGE BEACH

Signature

Title

Date



EXHIBIT A

TASK ORDER NO. 26

CITY OF ORANGE BEACH, ALABAMA

SCOPE OF WORK:

This Task Order is for the Architectural, structural, mechanical, electrical and plumbing engineering services for the approximate 2,820 s.f. pre-engineered metal Clay Shooting Range Building for the City of Orange Beach, Alabama.

SPECIFIC TASKS TO BE COMPLETED INCLUDE:

- The architect will provide Schematic Design with Life Safety and ADA in place based on sketch provided by City.
- The architect will provide Design Development drawings.
- The architect will provide Construction Drawings with mechanical, electrical, plumbing and structural engineering.
- The architect will provide a Project Manual.
- The architect will Bid and Negotiate Project.
- The architect will perform Monthly Construction Administration during Construction Phase.

PRELIMINARY SCHEDULE (Schedule is contingent on City input and turn-around time)

- The architect will provide Schematic Design within 15 days.
- The architect will provide Design Development Drawings within 15 days.
- The architect will provide Construction Drawings including Architectural, Mechanical, Electrical, Plumbing and Structural within 60 days.
- Project Manual and Bid Documents shall be completed within 20 days of approved Construction Drawings.



***NOTE: Numerous items outside of the control of the architect and engineer can greatly affect the overall schedule. Schedule will be adjusted for time required for City reviews; input; and approvals.**
END OF EXHIBIT A

EXHIBIT B

CITY OF ORANGE BEACH, ALABAMA

TASK ORDER NO. 26

MAN – HOUR RATES FOR ADDITIONAL SERVICES (IF NEEDED)

CLASSIFICATION:	HOURLY RATE:
Principal Architect	\$150.00
Structural Engineer	\$150.00
CAD Operator	\$85.00
Project Manager	\$100.00
Clerical	\$30.00
Engineering	(Cost plus 15%)
Landscape Architect	(Cost plus 15%)

PHASES AND PAYMENT:

- Schematic Design. (Lump-sum \$4,275.00)
- Design Development. (\$4,275.00)
- Construction Drawings sufficient for Permit. (Lump-sum \$8,550.00)
- Project Manual. (Lump-sum \$2,500.00)
- Bid and Negotiate Project (Lump-sum \$400.00)
- Perform Monthly Construction Administration during Construction Phase. (\$4,800.00 to be divided up into 6-month Construction phase)

END OF EXHIBIT B



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 16, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of an amended automatic aid agreement with the City of Gulf Shores for fire response within the Alabama Gulf State Park. (JS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-06-24 24-xxx Authorize Automatic Aid Agreement Gulf State Park Fire Gulf Shores
2. 2024.07.12 Automatic Aid Agreement Gulf Shores Fire State Park

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
AMENDED AUTOMATIC AID AGREEMENT WITH THE CITY OF GULF SHORES
FOR FIRE RESPONSE WITHIN THE ALABAMA GULF STATE PARK**

FINDINGS:

1. On March 16, 2021, Orange Beach City Council adopted Resolution No. 21-045 authorizing an automatic aid agreement with the City of Gulf Shores for fire response within the Alabama Gulf State Park.
2. The Gulf Shores Fire Department has requested additional assistance for response to medical emergencies on the Backcountry Trail due to their limited access to the trail.
3. The City of Orange Beach and the City of Gulf Shores have reached an amended agreement (attached Exhibit A) for automatic aid in response to incidents occurring within the Alabama Gulf State Park.
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.

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 automatic aid agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the City of Gulf Shores 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 6th DAY OF AUGUST, 2024.

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. 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on August 6, 2024.

City Clerk

Automatic Aid Agreement

Fire Response within the Gulf State Park

City of Gulf Shores Fire Rescue – City of Orange Beach Fire Department

1. For the benefit of the citizens of our communities this automatic aid agreement is entered into by the City of Gulf Shores Fire Rescue and the City of Orange Beach Fire Department, both operating in Baldwin County, Alabama.
2. The Baldwin County Emergency Communications District shall automatically and simultaneously dispatch the City of Gulf Shores Fire Rescue and the City of Orange Beach Fire Department upon reception of the following:
 - a. Fire incidents occurring within the Alabama Gulf State Park.
 - b. EMS incidents occurring within Gulf State Park Trail System in the Gulf Shores Area.
3. Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of each party's employees relating to the performance of this agreement.
4. Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.
5. Each party agrees to establish and conduct the following at mutually agreeable times and locations:
 - a. Standard procedures related to the safe and effective implementation of this agreement, including but not limited to: Joint Incident Command, Communications, and Operations.
 - b. Joint training conducted quarterly as required by ISO (3 hours quarterly).
 - c. Other mutually agreeable activities that facilitate this agreement.

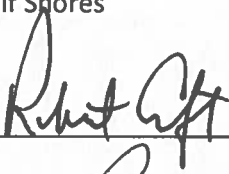
Automatic Aid Agreement – Gulf Shores Fire Rescue – City of Orange Beach Fire Department
Fire Response within the Gulf State Park

6. This agreement may be terminated by either party giving to the other party a thirty (30) day notice of termination in writing.

This agreement shall become effective on _____

City of Gulf Shores

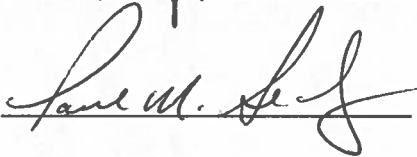
Mayor



Date

7/11/24

Fire Chief



Date

7-11-24

City of Orange Beach

Mayor

Date

Fire Chief

Date



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 16, 2024**

Departments: City Clerk

Description of Topic: Resolution accepting the statement of work from Civic Plus for Civic Optimize for online process automation and digital services. (MA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-06-24 24-xxx Accept Statement of Work CivicPlus CivicOptimize
2. 2024.07.08 Statement of Work CivicPlus CivicOptimize

RESOLUTION NO. 24-xxx

**A RESOLUTION ACCEPTING THE STATEMENT OF WORK FROM
CIVIC PLUS FOR CIVIC OPTIMIZE FOR
ONLINE PROCESS AUTOMATION AND DIGITAL SERVICES**

FINDINGS:

1. The Finance Department, with the Special Projects Coordinator, has evaluated web solutions and has recommended upgrading online forms processing by adding CivicOptimize to the City's online offerings to allow for more secure process automation for forms, license and permit applications with online payment options, and other applications.
2. CivicPlus, LLC, has submitted a Statement of Work (attached Exhibit A) for CivicOptimize, an online process automation and digital services solution.
3. After having reviewed said proposal, 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 Statement of Work in substantially the form and of substantially the content now before the Council between the City of Orange Beach and CivicPlus, LLC, as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 6th DAY OF AUGUST, 2024.

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. 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on August 6, 2024.

City Clerk

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-78776-1

6/28/2024 12:30 PM

8/27/2024

Client:

City of Orange Beach, AL

Bill To:

ORANGE BEACH, ALABAMA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Woody Estep	850-692-7032	westep@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Process Automation Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Process Automation Implementation & Setup	The CivicPlus team will document your process workflow, and will work with your team to build, configure, and style your solution.
1.00	Process Automation Pay Implementation - Forte	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.
1.00	Process Automation Training/ Consulting (Up to 5hrs, Virtual, One-time)	Up to five hours of professional service's training and/or consulting for the Process Automation and Digital Services product.

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Forms & Apps	Forms & Apps
1.00	Data Manager Module	Data Manager Module
1.00	Workflow & Approvals Module	Workflow & Approvals Module

QTY	PRODUCT NAME	DESCRIPTION
1.00	Annual Professional Services - 5 Hours	Annual Professional Services - 5 Hours
1.00	SDK & Developer Tool Module	SDK & Developer Tool Module
1.00	Process Automation Pay Annual Fee - Forte	Pay Annual maintenance and support fee

QTY	PRODUCT NAME	DESCRIPTION
1.00	Process Automation Pay - Forte	Process Automation Pay - Forte

Total Investment - Prorated Year 1	USD 13,433.77
Annual Recurring Services (Subject to Uplift)	USD 12,575.00

Total Days of Quote:265

Initial Term	8/6/2024 - 4/27/2025, Renewal Term 4/28 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-terminated to align with the Client's current CivicOptimize billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: <https://www.civicplus.help/hc/en-us/sections/11726451593367-Solutions-and-Services-Terms-and-Conditions> (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 16, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a professional services agreement with AECOM for traffic engineering services. (CP)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-06-24 24-xxx Authorize Professional Services Agreement AECOM
2. 2024.07.12 Professional Services Agreement AECOM

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
AECOM
FOR TRAFFIC ENGINEERING SERVICES**

FINDINGS:

1. The City of Orange Beach and AECOM have reached an agreement (attached Exhibit A) whereby AECOM will provide traffic engineering services for the City of Orange Beach.
2. The Agreement authorizes work to be assigned by one or more task orders approved from time to time by the City Council.
3. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
4. The term of this agreement shall be for twenty-four (24) months from the date of adoption by the Orange Beach City Council.

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

1. That the Mayor is hereby authorized to execute the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and AECOM 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 6th DAY OF AUGUST, 2024.

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. 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on August 6, 2024.

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 the “City”), and AECOM (hereinafter “Contractor”), as follows:

1. Recitals

WHEREAS, the City desires to engage Contractor to provide engineering services for the purpose of traffic data collection and evaluation;

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

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

2. Services to be Performed

- a) Contractor will provide traffic engineering services and represent the City as requested as their traffic consultant on a variety of assigned projects.
- b) 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.
- c) Contractor agrees to perform services that may include, but not be limited to, data collection, evaluation, and reporting to the City as requested, and other services as requested and mutually agreed to between the Contractor and the City.
- d) The Contractor shall work with the City’s engineer(s) assigned to the project.

3. 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):

Insert Fee Schedule

4. Term.

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.

5. Independent Contractor.

- a) Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor.

- b) Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense as City may from time to time request to indicate that it is an independent Contractor. City does not, and will not, assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed but, on the contrary, Contractor shall be wholly responsible therefor.

6. Insurance.

- a) For the term of this Agreement, the Contractor shall acquire and maintain in full force and affect throughout the life of this agreement a policy or policies of insurance in coverages and amounts satisfactory to the City as evidenced by the certificate of insurance attached hereto as "Exhibit A", with the City being named as an additional insured or certificate holder as the City may require.
- b) Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7. Assignment.

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

8. Compliance with Law.

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

9. Termination.

This Agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate. Upon termination, Contractor shall be paid *pro rata* for all services actually rendered up to the effective date of termination. This Agreement may be terminated immediately by the City upon failure of the required background check or drug testing, as set out in paragraph 15, below or upon breach of any term hereof by Contractor. Failure to terminate this contract upon discovery of breach shall not constitute consent thereto nor waive the City's right to terminate this contract therefore.

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, by a Court decision, statute or rule, such rendering shall not affect the remainder of this Agreement. This section shall survive termination of the agreement.

13. Law Governing.

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

14. Permits, etc.

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

15. Background Check and Drug Testing.

Contractor consents to the City of Orange Beach and/or its agents to conduct a background check and drug testing in order for Contractor to provide services as set out herein. Contractor shall provide all required information to the City in order to conduct the background check and drug testing including, but not limited to, full name (maiden name), any alias, physical address, date of birth, social security number, driver's license state and number. Contractor specifically consents to drug test at the request of City at any time and understands that illegal drug use is specifically prohibited.

16. Indemnification.

Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (hereinafter collectively referred to and included in the use of the word "City") whole and harmless from all costs, liabilities and claims for damages of any kind arising in any way out of the 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 actions by the Contractor under this Agreement. This duty shall survive the termination of this contract.

17. Confidentiality.

Contractor (including its employees, agents, subcontractors) acknowledges that all confidential or protected business and/or 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.

18. 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
P.O. Box 458
Orange Beach, AL 36561

Copy to:
City Attorney
P.O. Box 458
Orange Beach, AL 36561

And to Contractor:

AECOM
3800 Colonnade Parkway
Suite 400
Birmingham, AL 35243

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the _____ day of _____, 2024.

CITY OF ORANGE BEACH, A Municipal Corporation

By: _____
Mayor Tony Kennon

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR:

AECOM

By: _____
Insert Name

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 _____, 2024.

(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 **Insert Name**, whose name as Principal of AECOM, an Alabama **Limited Liability Company**, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2024.

(SEAL)

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



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 16, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a task order with AECOM for a traffic signal warrant evaluation of SR-180 at Wharf Parkway in an amount not to exceed \$15,750. (CP)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-06-24 24-xxx Authorize Task Order AECOM SR-180 Wharf Parkway Traffic Signal
2. 2024.07.05 Task Order AECOM SR-180 Wharf Parkway Traffic Signal

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
TASK ORDER WITH AECOM
FOR A TRAFFIC SIGNAL WARRANT EVALUATION OF SR-180 AT WHARF PARKWAY
IN AN AMOUNT NOT TO EXCEED \$15,750**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 24-xxx adopted August 6, 2024, approved a contract with AECOM to perform certain traffic engineering services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The City Engineer has submitted a task order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires AECOM to provide traffic engineering consultation services for a Traffic Signal Warrant Evaluation of SR-180 at Wharf Parkway.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and AECOM on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$15,750.00 to AECOM to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 6th DAY OF AUGUST, 2024.

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. 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on August 6, 2024.

City Clerk

Scope of Services
Traffic Signal Warrant Evaluation
SR-180 at Wharf Parkway
Orange Beach, AL

The Client requires AECOM's traffic engineering expertise to complete a Traffic Signal Warrant Study for the intersection of SR-180 at Wharf Parkway in Orange Beach, Alabama. The following is an outline AECOM's understanding of the required tasks to accomplish this study effort on behalf of the Client.

Project Initiation/Data Collection

The project will be initiated with a meeting/teleconference between AECOM and the Client. The purpose of the meeting will be to discuss the goals of the project, to learn of any special concerns related to the completion of the project, and to set a schedule for the delivery of the project. At the project initiation meeting, it is assumed the Client will provide any known plans, aerial mapping, survey data, GIS data, or any other relevant data to AECOM for the purposes of this project.

Traffic Data Collection

AECOM will engage a sub-contractor to collect traffic data within the study area. Based upon ALDOT requirements, the study area will include the following intersections:

- SR-180 at Foley Beach Express
- SR-180 at Main Street
- SR-180 at Wharf Parkway
- SR-180 at William Silvers Parkway

Traffic data will be collected on a typical summer weekday when schools are not in session. The times for which traffic data will be collected will be Hourly turning movement counts for a 14 hour period at the intersection of SR-180 and Wharf Parkway. Turning Movement data collection at other intersections will occur during the morning and afternoon peak periods on a typical summer weekday. Note that in addition to the typical weekday period, a Sunday peak period will also be collected at all study intersections. The Sunday peak data collection will occur from 9:00-13:00.

Traffic Signal Warrant Evaluation

AECOM will complete a traffic signal warrant evaluation that complies with ALDOT regulations for traffic signal warrants. Note intersections included in this study area are meet the ALDOT requirement that all signalized intersections within ½ mile be included. Per ALDOT requirements, the following analyses will be performed:

- Peak hour capacity analysis of study intersections with existing traffic control
- Traffic signal warrant evaluation for the proposed signalized intersection
- Peak hour capacity analysis for study intersections with the proposed traffic signal in place

AECOM will provide the Client with an preliminary results summary via email that details the results of the signal warrant analysis. AECOM will then complete the final analyses for the project.

As a part of the consideration for a traffic signal at this location, AECOM must provide analyses to ALDOT that detail the impact the proposed traffic signal would have on the existing coordinated traffic signal system. AECOM will complete a capacity analysis and signal coordination analysis to document any

improvements or detriments the proposed signal would have on the existing signal system. Once the final results are completed, the traffic signal warrant evaluation would be summarized in a report format and presented to the Client in a Draft format for review. Upon authorization, AECOM will present the final report to the Client for its use and distribution.

Project Meetings:

It is assumed the project would require one meeting that would occur in Orange Beach. Any additional meetings would be considered outside of this scope of services.

Project Deliverables:

- Traffic signal warrant evaluation report

Project Estimated Schedule:

- Submission of traffic signal warrant evaluation within 8 weeks of the receipt of notice to proceed on the project.

Items/services excluded from this proposal:

- Traffic signal design
- Traffic signal construction
- Traffic signal pole design
- Project survey data collection
- Project utility location
- Geotechnical Investigation
- Traffic signal pole foundation design services
- ALDOT Review Fees

Project Fee Schedule:

Traffic Signal Warrant Evaluation	\$ 9,750.00
Data Collection	\$ <u>6,000.00</u>
TOTAL	\$ 15,750.00



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 16, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a grant award agreement with the Gulf Coast Resources Conservation and Development Council, Inc., for the Cotton Bayou and Terry Cove navigation aids project. (NW)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-06-24 24-xxx Authorize Grant Award Gulf Coast Resource Conservation Development Council Navigation Aids
2. 2024.07.12 Grant Award Agreement Cotton Bayou Terry Cove Navigation Aids

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
GRANT AWARD AGREEMENT WITH THE
GULF COAST RESOURCE CONSERVATION AND DEVELOPMENT COUNCIL, INC.,
FOR THE COTTON BAYOU AND TERRY COVE NAVIGATION AIDS PROJECT**

FINDINGS:

1. The Gulf Coast Resource Conservation and Development Council, Inc., has approved the City's grant request for financial assistance to purchase navigation aids to be located in Cotton Bayou and Terry Cove waterways.
2. The Gulf Coast Resource Conservation and Development Council has agreed to provide \$10,000 in funding to the City to offset the cost of the project.
3. After having reviewed said agreement (attached Exhibit A), the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute a Cooperative Agreement between the City of Orange Beach and the Gulf Coast Resource Conservation and Development Council, 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 6th DAY OF AUGUST, 2024.

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. 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on August 6, 2024.

City Clerk

Cotton Bayou and Terry Cove Navigation Aids Project - CD202478

Gulf Coast RC&D Council - Community Development Grant Application

City of Orange Beach, AL

Phillip West
P.O. Box 458
Orange Beach, AL 36561

nwoerner@orangebeachal.gov
O: 251-981-1180

Mrs Nicole Woerner

nwoerner@orangebeachal.gov
O: 251-981-1180

FollowUp Form

Terms & Conditions

Project Name

Name of Project

Cotton Bayou and Terry Cove Navigation Aids Project - CD202478

County

Baldwin

Amount Awarded

\$10,000.00

Approval/Decision Date

07/12/2024

This agreement details the responsibilities of the RC&D Council (hereinafter called the “Grantor”) and your organization (hereinafter called the “Grantee”), and the terms and conditions of the Community Development Grant that has been awarded to your organization. The purpose of this agreement is to implement the project as described in the submitted and approved application. Please note that the Grantor requires this agreement to be signed and submitted.

- A. No funds will be available until after the agreement is executed for the approved project as described in the application, contingent on funding. Funds are subject to availability based on quarterly appropriations and are subject to proration if ordered by the State Finance Director.
- B. The grantor agrees to provide assistance in planning and implementation as requested, needed, available and agreed to by the grantor.
- C. This agreement may be revised upon the mutual consent of both parties.
- D. The Grantor may take appropriate action to ensure compliance with the terms of this agreement, which may include termination, suspension, or other remedies deemed necessary.

I. Use of Funds*

The grant is to be used solely for the project as described in the Grantee's Community Development Application. The grantee will use funding only on a project that will have public benefits and spend grant funds only on items included and approved in the project proposal. The grantee will contact the grantor if the scope of the project changes for approval for anything that was not approved in the application.

II. Regulatory Compliance Cooperation*

The Grantee will cooperate with the Grantor in supplying additional information or in complying with any procedures which might be required by any governmental agency in order for the Grantor to establish the fact that it has observed all requirements of the law with respect to this grant. The grantee agrees to comply with all provisions of the Federal Civil Rights laws and regulations.

III. Grant Reporting*

The grantee agrees to submit an electronic report on the use of grant funds and progress on the program for which funds were requested, utilizing the Foundation's online grant system. The grantee will receive an email notification and instructions for filing the report prior to the report's due date. The grantee also agrees to comply with any requests that the Grantor may make in the future to supply interim reports should they be necessary for any reason.

A. Documentation Submission will consist of:

1. Financial documentation such as - receipts or invoices, AND proof of payment, such as canceled checks or bank statements. **(Please note that financial documentation will NOT be accepted if dated before the approval of the application.)**
2. Photos in the form of JPG or PNG
3. Any news publications online or in print made during the project.
4. Proof of credit to the Grantor on all published, printed, or social media relative to the funding for this project.
5. Proof of credit to the Grantor on websites or through social media if RC&D assistance is related to websites, etc.

IV. Recognition*

The grantee agrees to credit the Grantor on all published, printed, or social media relative to the funding for this project with the approved RC&D Council logo with no stretching or alterations. The grantee also agrees to credit the RC&D Council on websites or through social media if RC&D assistance is related to websites, etc. with the approved RC&D Council logo with no stretching or alterations.

Projected Project End Date*

Note this is pulled from your application. If you would like to make changes you may do this now. There will be opportunities to make changes to this on your check-in reports.

09/30/2024

V. Timeline*

The project will be completed as close to the projected project due date as possible. If the project is not executed by the projected project due date provided by the grantee in a respectful amount of time without communicating to the grantor for an extension to submit for reimbursement grant funds can be canceled and reallocated for public benefit.

VI. Acceptance of Terms & Conditions*

Community Development grant funding is conditional upon the Grantee's acceptance of the terms and conditions set forth herein. By selecting the "I Accept Grant Terms and Conditions" below Grantee agrees to accept and comply with the stated terms and conditions of this grant.

Authorized Signature*

The electronic signature on this document of the person authorized to make legal contracts for the Grantee will represent the Grantee's acceptance of this award and agreement to comply with the stated terms and conditions of this grant. Please signify your agreement to the foregoing terms and conditions by typing in your Name, Title, and Date in the spaces below. You must be an authorized officer of the Grantee duly empowered to make legal contracts for Grantee. The person executing the electronic signature agrees to the use of electronic signatures in accordance with Sections 8-1A-1 through 20 of the Code of Alabama (1975).

Name*

Job Title at Grantee Organization*
Date*

File Attachment Summary

Applicant File Uploads

No files were uploaded



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 16, 2024**

Departments: City Attorney

Description of Topic: Ordinance amending Chapter 38, Article II, Section 38-26 of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Fire Department Emergency Transport Service." (JL/JS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2024-xxxx Amd Ch 38 Art II Sec 38-26 Fire Department Emergency Transport Service

ORDINANCE NO. 2024-xxxx

**AN ORDINANCE AMENDING CHAPTER 38, ARTICLE II, SECTION 38-26
OF THE CODE OF ORDINANCES FOR THE CITY OF ORANGE BEACH, ALABAMA
ENTITLED, “FIRE DEPARTMENT EMERGENCY TRANSPORT SERVICE”**

FINDINGS:

1. Ordinance No. 2018-1299, “An Ordinance to Amend and Restate Chapter 38, Article II of the Code of Ordinances of the City of Orange Beach, Alabama Entitled ‘Emergency Medical Treatment and Transport Services’”, was approved by the City Council on November 6, 2018. This Ordinance included Section 38-24, “Fire department emergency transport service” (now codified as Sec. 38-26).
2. The current standards set forth in codified Section 38-26 create an expansive area in which the Orange Beach Fire and Rescue are required to transport patients upon patient request including transport to certain hospitals within Baldwin and Mobile Counties in Alabama and Escambia County, Florida. This expansive area of transport puts undue strain on the resources of the Orange Beach Fire Department and creates a potential limitation on available resources, especially during busy summer and holiday seasons.
3. The City wishes to amend Section 38-26 to limit the mileage radius which Orange Beach Fire and Rescue will transport patients to area hospitals, (excepting those patients needing specialty care only provided by certain hospitals (i.e. burn victims, divers, etc.)) in order to limit the time emergency transport vehicles are unavailable for response to additional emergencies. Further the City wishes to allow for transport of non-ambulatory, bedbound or persons with special medical needs during a declared emergency or mandatory evacuation.
4. The City Council has determined that these amendments to codified Section 38-26 “Fire department emergency transport service” are in the best interest of the City of Orange Beach, Alabama and its citizens and visitors and their health, safety and welfare.

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

1. That Chapter 38, Article II, Section 38-26 of the Code of Ordinances for the City of Orange Beach is hereby amended to read as follows:

Sec. 38-26. - Fire department emergency transport service.

The city fire & rescue department shall respond to all 911 calls of a medical or rescue nature subject to the obligations, duties, and limitations set out in Code section 38-23 related to “patient transport.”

- (1) The fire department shall transport patients requiring emergency treatment to any hospital facility located within a 40-mile aerial radius of the Orange Beach Fire & Rescue Administrative office (25855 John Snook Drive, Orange Beach, AL 36561). The fire department shall provide emergency medical treatment and transportation without regard to the patient’s ability to pay.
- (2) In the event of extreme traffic delay, severe or life-threatening injury to the patient, or specialty care requirements, transport shall be to the hospital deemed by the Paramedic to best meet the treatment needs of the patient notwithstanding limitations set out in subparagraph 1 or requests of the patient.
- (3) During a declared State of Emergency or mandatory evacuation, the Orange Beach Fire and Rescue Department may transport non-ambulatory, bedbound or persons with special medical needs to designated special needs shelters.

- (4) Fees shall be in accordance with a fee schedule adopted by the City Council, as may from time to time, be amended by resolution of the Council.
2. All ordinances or parts in conflict with this ordinance, to the extent of such conflict, are repealed; and
3. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 6th DAY OF AUGUST, 2024.

Renee Eberly
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies
that the foregoing **ORDINANCE 2024-xxxx**
was posted on _____ in the following three

(3) public places:

Orange Beach City Hall _____

Orange Beach Post Office _____

Orange Beach Public Library _____

Renee Eberly, City Clerk