



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Regular Council Meeting 12/03/2024
2. Committee of the Whole 12/03/2024

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

1. Discuss a Right of Entry Permit and License Agreement with The Nature Conservancy for the Restoration of Robinson and Walker Islands. (PW)
2. Discuss policies, procedures, and schedule of fees for the Orange Beach Shooting Facility. (JL/PW)
3. Discuss agreement with Coastal Wave Diagnostics, LLC, for cardiovascular screenings for city employees. (JL)

Resolutions

1. Resolution authorizing execution of an intergovernmental agreement with Baldwin County for the use of county voting machines and the services of the county voting machine custodian and employees for municipal elections. (RE)
2. Resolution authorizing the purchase of a Mower for the Golf Center through Sourcewell from Deere & Company in the amount of \$49,949.52. (NA)

3. Resolution authorizing the purchase of a Vehicle for the Public Works Street Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$65,124. (TT)
4. Resolution authorizing the purchase of an Excavator for the Public Works Street Department through Sourcewell from Parish Tractor Company, LLC, in the amount of \$126,708.26. (TT)
5. Resolution authorizing the purchase of a Mower for the Public Works Street Department through Sourcewell from Parish Tractor Company, LLC, in the amount of \$110,254.60. (TT)
6. Resolution authorizing the execution of a professional services agreement with GeoCon Engineering & Materials Testing, Inc., for geotechnical analysis and construction materials testing services. (RE)
7. Resolution authorizing the execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide special inspections and construction materials testing for the Coastal Alabama Sea Turtle Center in an amount not to exceed \$7,500. (GS)
8. Resolution authorizing the purchase of a Video Surveillance System for the Skeet and Trap Range through State Bid from Vision Security Technologies Inc. in the amount of \$23,546.14. (PW)
9. Resolution authorizing the purchase of Four Vehicles for the Fire Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$239,191. (JS)
10. Resolution authorizing the execution of a contract for law enforcement services with Baldwin County. (SB)
11. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide design services for a Lifeguard Building in an amount not to exceed \$52,800. (JS)

Public Hearings

1. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1202-PUDA-24, Terry Cove Harbor PUD, Lot 231 Rear Setback Variance. (Suggested date 1/7/2025) (GP)
2. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0103-PUD-25, Lost Bay PUD. (Suggested date 1/21/2025) (GP)
3. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1006-PUDA-24, Turquoise Place PUD Modification, Turquoise Place South Lot on January 7, 2025.

Ordinances

V. Public Comments

VI. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
DECEMBER 3, 2024 – 3:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 2:59 P.M.
- II. INVOCATION** Pastor Brandon Moore, Orange Beach Community Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

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

Absent: None

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Regular Council Meeting 11/05/2024
Committee of the Whole 11/05/2024

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> | No report. |
| 8. <u>Parks & Recreation – Nicole Ard</u> | No report. |
| 9. <u>Director, Utilities – Jeff Hartley</u> | No report. |
| 10. <u>Director, Coastal Resources – Phillip West</u> | No report. |
| 11. <u>Librarian, Public Library – Meagan Bing</u> | No report. |
| 12. <u>Director, Municipal Court – Pam Davis</u> | No report. |
| 13. <u>Director, Expect Excellence – Ford Handley</u> | No report. |
| 14. <u>Mayor/Council</u> | |

Councilmember Jeff Silvers thanked the Public Works staff for doing a great job putting up Christmas lights and decorations. Mayor Kennon also recognized the Coastal Resources staff for creating new nativity scene cutouts.

Councilmember Joni Blalock reminded the audience about the Christmas Tree Lighting event at the Wharf beginning at 5:30 P.M. after this meeting.

VIII. AUDITING OF ACCOUNTS

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

Motion made (Mitchell/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; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0-1).**

IX. PRESENTATIONS

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

Miscellaneous

1. Approval of a Restaurant Retail Liquor License Application by Barometer Grill OB LLC for Barometer Grill at 27842 Canal Road. **Motion made (Johnson/Blalock) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**

Resolutions

1. Resolution authorizing the City to host community events for the benefit of citizens and visitors of the City of Orange Beach during 2025. **Motion made (Johnson/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution authorizing execution of a professional services agreement with Lauren McCaghren for dance instruction for "Shrek the Musical". **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution authorizing execution of an amendment to the professional services agreement with EnCompass360, Inc., for grant writing. **Motion made (Blalock/Johnson) to postpone consideration until the next council meeting on December 17, 2024.** Vote unanimous in favor. **Motion passed.**
4. Resolution awarding the Request for Proposals for program administration services for the First Responders Safe Room project to EnCompass360, Inc. **Motion made (Blalock/Johnson) to postpone consideration until the next council meeting on December 17, 2024.** Vote unanimous in favor. **Motion passed.**
5. Resolution authorizing the purchase of a Farm Tractor for the Coastal Resources Department through Sourcewell from Parish Tractor Company, LLC, in the amount of \$108,812.10. **Motion made (Johnson/Silvers) to adopt the resolution.** Phillip West, Coastal Resources Director, clarified that this purchase is to replace a worn out 2013 beach rake tractor. Vote unanimous in favor. **Motion passed.**

6. Resolution authorizing execution of a right-of-way franchise agreement with MCImetro Access Transmission Services, LLC. **Motion made (Johnson/Blalock) to adopt the resolution. Vote unanimous in favor. Motion passed.**
7. Resolution authorizing the renewal of a right-of-way franchise agreement with Mediacom Southeast, LLC. **Motion made (Blalock/Boyd) to adopt the resolution.** Vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, nay. **Motion passed. (5-1).**

Public Hearings

1. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1005-PUD-24, Saltwater Cottages II PUD.

Griffin Powell, Planner II, presented the request for Preliminary and Final PUD Approval to rezone 4 acres from RS-1 (Single-Family Residential) to PUD (Planned Unit Development) for a residential development containing five single-family houses. The property is located at 23592 and 23608 Perdido Beach Boulevard.

Councilmembers had questions about the proposed PUD giving beach access to Buena Vista, a development to the north of Perdido Beach Boulevard, which is not allowed by-right.

Jim Brown, owner/developer, responded that he is attempting to solve a problem since a previous handshake agreement allowing Buena Vista residents access to the beach is being revoked.

Anne Stein, neighbor, spoke in opposition of granting beach access to Buena Vista through residential property.

Laura Coker, attorney representing Anne Stein and her siblings, spoke in opposition of granting beach access to Buena Vista.

Brian Britt, attorney representing the developer, spoke in favor of the PUD request.

Richard Williams, neighbor, spoke in opposition of the PUD request and stated that the Alabama Supreme Court has historically upheld restrictions for use of private residential property. Mayor Kennon stated that property covenants must be enforced by landowners as a civil matter.

Jim Brown stated that he would be willing to withdraw the boardwalk and parking elements related to access for Buena Vista from his PUD request. Mayor Kennon confirmed with Laura Coker that the removal of these access elements would appease the neighbors in opposition. Ms. Coker agreed that the neighbors' opposition is based solely against the benefits for the development across the street.

Carl Moss, Buena Vista resident, spoke in favor of granting Buena Vista beach access. Mayor Kennon explained that city leadership has long taken a stand that the north side of Perdido Beach Boulevard cannot feasibly be granted easements to the south side up and down the beach due to the hazard for pedestrians crossing the road and the impediment to traffic if pedestrian crossings were permitted. The Mayor explained that the purpose of the new municipal beach is to provide beach access for Orange Beach residents who do not own beachfront property.

Ordinances

1. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1005-PUD-24, Saltwater Cottages II PUD. **Motion made (Silvers/Boyd) for unanimous**

consent to suspend the rules to allow for immediate consideration of this ordinance. Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0). Motion made (Silvers/Blalock) to adopt the ordinance contingent upon the removal of Buena Vista parking and beach access elements.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 3:58 P.M.

APPROVED this the 7th day of January, 2025.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
DECEMBER 3, 2024 – 4:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the December 17, 2024, agenda.

The following members were present:

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

The following members were absent:

None

The following items were discussed:

1. Resolution appropriating funds to the Gulf Shores Airport Authority in an amount not to exceed \$75,000 for FY2025.
2. Resolution authorizing execution of a performance contract with Baldwin County Economic Development Alliance, Inc.
3. Resolution authorizing execution of a professional services agreement with Socialize Your Bizness, Inc., for social media consulting and marketing services.
4. Resolution authorizing execution of a professional services agreement with Van Scoyoc Associates for consulting services.
5. Resolution authorizing execution of a professional services agreement with Bob Riley and Associates, LLC, for lobbying services.
6. Resolution authorizing execution of a professional services agreement with Chris Litton for various special services.
7. Resolution to update the list of volunteer firefighters and reserve police officers covered under workers' compensation insurance.
8. Resolution authorizing payment of up to \$3,000 to the Coastal Alabama Business Chamber for the Annual Electronic Recycling and Paper Shred Event.
9. Resolution authorizing execution of a second amendment to the grant award agreement with the National Audubon Society for the stewardship of Coastal Alabama beach nesting bird habitat.
10. Resolution authorizing execution of a second amendment to the implementation agreement with the Alabama Department of Conservation and Natural Resources for the Coastal Alabama Sea Turtle Triage Restoration Project.
11. Resolution authorizing the execution of amendment four to the subaward grant agreement with the Alabama Department of Conservation and Natural Resources for the RESTORE Act state expenditure plan funded expansion of the Orange Beach Wildlife Rehabilitation and Education Program.
12. Resolution authorizing the execution of a performance contract with Callie Perez for the bracelet making instruction at the Senior Center.

13. Resolution authorizing the purchase of Cardiac Monitors/Defibrillators for the Fire Department through the NPPGov purchasing cooperative from ZOLL Medical Corporation in the amount of \$652,164.56.
14. Resolution authorizing the execution of retainer agreements for outside counsel for the City of Orange Beach for 2025.
15. Resolution authorizing the execution of a right-of-way franchise agreement with Brightspeed of Southern Alabama, LLC.
16. Resolution authorizing execution of a medical services agreement with Coastal 3 Holdings, LLC, dba Southern Rapid Healthcare.
17. Resolution authorizing execution of a medical services agreement with South Baldwin Medical Group, dba Baldwin Health Primary and Urgent Care - Orange Beach.
18. Resolution appointing members to the Employees' Leave Bank Committee.
19. Resolution authorizing the sole source purchase of a Lifeguard Tower from Bausch Enterprises, Inc., for the Surf Rescue Division of the Fire Department in an amount not to exceed \$88,810.
20. Resolution authorizing execution of an agreement with VITALExam, LLC, for comprehensive medical exams for Orange Beach Fire Department personnel.
21. Resolution declaring certain personal property owned by the City of Orange Beach as surplus and unneeded and authorizing the Mayor and City Clerk to dispose of such property.

Public Comments:

None

Executive Session:

1. Executive session to discuss potential litigation. **Motion made (Mitchell/Blalock) to enter executive session.** The City Attorney advised the Council that a declaration was required by the Open Meetings Act for an Executive Session; therefore, she stated for the record that she was duly qualified and had the personal knowledge to provide the requisite declaration for the stated purposes of the Executive Session authorized by the Act. The Mayor announced that Council would not reconvene after the executive session.

Time in: 4:16 P.M.

Time out: 5:05 P.M.

There being no further business, the meeting adjourned.

Time: 5:05 P.M.

APPROVED this 7th day of January, 2025.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 17, 2024**

Departments: Coastal Resources

Description of Topic: Discuss a Right of Entry Permit and License Agreement with The Nature Conservancy for the Restoration of Robinson and Walker Islands. (PW)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. Memo 2024.12.12 - Right of Entry Permit and License Agreement Nature Conservancy Robinson Walker Islands



CITY OF ORANGE BEACH
COASTAL RESOURCES

MEMORANDUM

To: Mayor/Municipal Council
Via: Ford Handley, City Administrator
From: Nicole Woerner, Coastal Resources
Date: December 12, 2024
Re: **The Nature Conservancy- Restoration of Robinson/Walker Island**

The Nature Conservancy is asking for a Right of Entry Permit and License Agreement from the Mayor and Council so dredging and restoration efforts can commence on Robinson Island in January. I am attaching a rendering to display what the islands will look like once all restoration efforts are complete. MD Thomas has been contracted to complete the work which is scheduled to begin in January 2025 and Robinson Island should be completed by March and Walker Island by June 2025. The Nature Conservancy is working on a ribbon cutting ceremony to be held in February, which you will all be invited to attend. I am including some additional information about the project below.

More than 215,000 cubic yards of sediment will be used to rebuild parts of Robinson and Walker Islands as part of the \$12.8M project awarded to The Nature Conservancy (TNC) in Alabama — the in-state operations of the global TNC organization supporting Alabama-specific conservation efforts through sustainable management, restoration and landscape protection — in early 2023 using transformational habitat restoration and coastal resilience funding from the National Oceanic and Atmospheric Administration (NOAA) and \$8.3M from the Natural Resources Damage Assessment fund from the Deepwater Horizon oil spill.

The Lower Perdido Islands Restoration Project is a joint effort with the City of Orange Beach, ADCNR, the Pensacola and Perdido Bays Estuary Program, the Dauphin Island Sea Lab, Mississippi State University, Troy University, University of South Alabama, Moffat and Nichol, and The Nature Conservancy to enhance ecosystem and community resilience in the Perdido watershed in both Alabama and Florida through the integrated planning, implementation and monitoring of multiple innovative restoration approaches and techniques.

This component specifically focuses on the restoration of Robinson and Walker Islands and includes:

- Robinson Island components: 41,400 cu yds of sediment to be placed along the northwest side, enhancement of the breakwater on the north end, and planting

- Walker Island components: 175,400 cu yds of sediment to be placed on the east and west ends of Walker Island and plantings



PO BOX 2432
4101 ORANGE BEACH BLVD.
ORANGE BEACH, ALABAMA 36561
PHONE: 251.981.2610 FAX: 251.981.1139



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Discuss policies, procedures, and schedule of fees for the Orange Beach Shooting Facility. (JL/PW)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. Memo 2024.12.11 - Shooting Range Fees



MEMORANDUM

To: Ford Handley, City Administrator
C: Renee Eberly, City Clerk
From: Phillip West, Director, Coastal Resources Dept.
Date: December 11, 2024
Re: **Proposed Shooting Facility/Range Fees**

We have substantially completed the trap and skeet fields at the OB Shooting Complex, and are ready to open it for both official skeet team school practices and for public use. We feel we can open for 4 days a week (6 hours of shooting per day) with the staff we currently have in place. We have a framework of fees (resident/non-resident rates, memberships, etc.) we are recommending the following fees for shooting clay sports (trap and skeet), only:

Orange Beach Single Membership:	\$125
Non-Resident Membership:	\$200
(Family Memberships add \$	

\$12.00 per round for trap & skeet (non-members)

\$9.00 per round for a Member;

\$5.00 per round for trap & skeet for OFFICIAL TEAM PRACTICE ONLY for the OBHS and OBMS Trap & Skeet team (\$4.00 is our cost for clays per round; \$5 per round would also cover personnel costs).

Beginning Jan. 1, 2025, we would also recommend being permitted to offer annual "Field Sponsorships" for each trap/skeet field (corporate banner, etc.) for \$5,000 per field.

Thank you for your consideration--let me know if you would like to discuss our recommendations at your convenience, please.



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Discuss agreement with Coastal Wave Diagnostics, LLC, for cardiovascular screenings for city employees. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of an intergovernmental agreement with Baldwin County for the use of county voting machines and the services of the county voting machine custodian and employees for municipal elections. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-07-25 25-xxx Authorize Intergovernmental Agreement Baldwin County Voting Machines Municipal Election
2. 2024.11.27 Intergovernmental Service Agreement Baldwin County Voting Machines Municipal Election
3. 2024.11.27 Intergovernmental Service Agreement Baldwin County Voting Machines Municipal Election - Letter
4. 2024.11.27 Intergovernmental Service Agreement Baldwin County Voting Machines Municipal Election - Baldwin County Resolution 2025-034

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT WITH BALDWIN COUNTY
FOR THE USE OF COUNTY VOTING MACHINES AND THE
SERVICES OF THE COUNTY VOTING MACHINE CUSTODIAN AND EMPLOYEES
FOR MUNICIPAL ELECTIONS**

FINDINGS:

1. The Baldwin County Commission, during its regularly scheduled meeting held on November 19, 2024, adopted Resolution No. 2025-034 of the Baldwin County Commission as authorized by Code of Alabama 1975, Section 11-102-1, providing for a determination by the Baldwin County Commission to enter into an Intergovernmental Service Agreement with municipalities in Baldwin County, Alabama, to allow the municipalities to use the County's voting machines and the services of the County Voting Machine Custodian for municipal elections.
2. The Intergovernmental Service Agreement shall permit the City of Orange Beach to use County-owned voting machines during municipal elections at no cost with the understanding that the City shall reimburse the County for actual expenses incurred by the use of voting machines and County employees.
3. Within 21 days after the election, Baldwin County shall remit an itemized invoice to the City reflecting the cost to the County for the time and expenses incurred by such County employees and the County in connection with the use of the voting machines.
4. After having reviewed the agreement (attached Exhibit A), the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
5. The term of this agreement shall be for three (3) years upon the date of full execution by both parties.

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the intergovernmental agreement between the City of Orange Beach and the Baldwin County Commission for use of County voting machines and the services of the County Voting Machine Custodian and employees for municipal elections, subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 7th DAY OF JANUARY, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 7, 2025.

City Clerk

INTERGOVERNMENTAL SERVICE AGREEMENT

This Intergovernmental Service Agreement ("Agreement") is entered into by and between the Baldwin County Commission (hereinafter "County") and the City/Town of _____, Alabama (hereinafter "City/Town"), as follows:

RECITALS

WHEREAS, County is the duly formed governing body in and for Baldwin County, Alabama, and City/Town is an incorporated municipality of the State of Alabama; and

WHEREAS, as authorized by Code of Alabama 1975, Section 11-102-1, any county or incorporated municipality of the State of Alabama may enter into a written contract with any one or more counties or incorporated municipalities for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually; and

WHEREAS, no contract entered into pursuant to this chapter shall take effect until the contract has been approved by the governing body of each of the contracting municipalities or counties. Approval by a county governing body shall be by adoption of a resolution, and approval by a municipal governing body shall be by adoption of an ordinance of general and permanent operation; and

WHEREAS, to cooperate in the administration of the electoral franchise benefiting the public, the County allows the Cities/Towns to use the County's voting machines, at no cost, for municipal elections with the understanding that each municipality shall be responsible for all costs associated with the provision of services of the County Voting Machine Custodian and any and all other election related costs; and

WHEREAS, the City/Town has requested that the County assist the City/Town in its administration of the electoral franchise benefiting the public by providing the City/Town with the use, at no cost, of County-owned voting machines as requested from time to time during municipal elections; and

WHEREAS, the City/Town agrees to remit to the County any and all actual costs for labor, expenses and equipment incurred by County in its performance of this Agreement; and

WHEREAS, County and City/Town now wish to enter into this Agreement to provide for the reimbursement of County for the costs associated with the services which may be provided by the County Voting Machine Custodian, a County employee, or any other County employee in connection with the transportation, installation, service, maintenance, testing and use of County voting machines during municipal elections.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, County and City/Town do hereby agree as follows:

1. **Recitals:** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.
2. **Purpose and Services to Be Performed:** The parties acknowledge and agree that the purpose of this Agreement is to provide for the reimbursement of County costs associated with the services which may be provided by the County Voting Machine Custodian, or his or her designee(s), in connection with the transportation, installation, service, maintenance, testing and use of County-owned voting machines during municipal elections. Upon request by the City/Town and approval by the County Administrator, the County Voting Machine Custodian, or his or her designee(s), shall be responsible for transporting, installation, servicing, testing and maintaining County Voting Machines for use in municipal elections, and the City/Town shall be responsible for reimbursement of the actual cost to the County for the provision of such services and for expenses incurred in connection with transport, maintenance, service, use and installation of the voting machines.
3. **Exclusive Contract:** The City/Town acknowledges that, due to the possibility of damaging the machines, only the County Voting Machine Custodian, or his or her designee(s), shall transport, install, service, maintain and/or test the voting machines for use during municipal elections. Notwithstanding this provision, the County Administrator may give consent for the City/Town to use the services of (manufacturer) to service or test such machines. The City/Town acknowledges that it will not and may not contract directly with County employees for the provision of such services.
4. **Reimbursement:** The County Voting Machine Custodian, or such other County employees as are designated to perform services under this agreement, shall maintain a record of all time and expenses incurred in connection with the transportation, installation, testing, service, maintenance and use of County voting machines. Prior to the election, upon request, the County shall provide the City/Town with the hourly rate to be charged by the County for the services of the County Voting Machine Custodian and/or his or her designee(s). Within 21 days after the election, the County shall provide an itemized invoice to the Town/City which reflects the cost to the County for the time and expenses incurred by such County employees and the County in connection with the use of the voting machines. Upon receipt of such invoice, the City/Town shall pay the invoiced sum within thirty (30) days.
5. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties ("Effective Date").
6. **Term:** The term of this Agreement shall be for three (3) years from its Effective Date. This document may be amended only upon written approval by the parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the parties. The parties may renew the

contract for another term of not more than three (3) years on the same or amended terms by the same method by which the original contract was adopted.

7. **Termination and Notice:** Notwithstanding the foregoing, either Party may terminate this Agreement, with or without cause, upon written notice to the other Party. A Party's said notice shall be deemed effective, and the Agreement deemed terminated, thirty (30) days after the date such notice is mailed by certified mail to the other Party. In the event of termination by either Party, the City/Town shall be responsible for all costs incurred by the County through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To City/Town:

To County:

Baldwin County Commission
Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

8. **Indemnity and Limitations of Liability:** City/Town accepts the voting machines, work, property, product and services of the County as a result of the Project in its "WHERE IS," "AS IS," condition and acknowledges that the County has made no representation or warranty to City as to, and has no obligation for, the condition of the voting machines, work, property, product and services of the County or its employees. City/Town assumes the risk of any latent or patent defects or problems that are or may be contained in the voting machines, work, property, product and services of the County. City/Town agrees that the County shall not be liable for any injury, loss or damage on account of any defects or problems or from the services performed by County employees. City/Town for itself and City/Town Representatives waive and release the County from any claims for injury or damages to the City/Town by reason of the condition of the voting machines, work, property, product and services of the County or otherwise.

Furthermore, City/Town shall defend, indemnify and hold County harmless from and against all demands, actions and claims of any description whatsoever, for any and all claimed loss, injury or damages incurred by the use of County voting machines and the services of County employees, including, but not limited to, attorneys' fees and costs, arising out of, relating to, or resulting from, any and all acts or omissions in relation to the obligations hereunder.

All indemnity obligations, representations and assurances contained within this Agreement shall survive and exist beyond the date of termination or expiration of this Agreement, and time, or the lapse thereof, shall not be used for or argued as a defense by the City/Town against the same.

Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County or City/Town or in any way diminish any immunity, absolute or qualified, to which the County and City/Town are otherwise entitled by law.

9. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City/Town and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
10. **Both Parties Contributed Equally to the Agreement:** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both County and City/Town have contributed substantially and materially to the preparation of this Agreement.
11. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
12. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer or other encumbrance signed by the parties.
13. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the state of Alabama, including, without limitation, all issues relating to formation, interpretation and available remedies, without regard to Alabama conflict of law principles.
14. **Counterparts:** This Agreement may be executed in one or more counterparts, and all such counterparts shall substitute the same agreement. It shall be necessary to account for only one (1) such counterpart in proving this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution below.

County:
BALDWIN COUNTY

_____/_____
MATTHEW P. MCKENZIE / Date
Chairman

ATTEST:

_____/_____
ROGER H. RENDLEMAN / Date
County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that MATTHEW P. MCKENZIE, and ROGER H. RENDLEMAN, whose names as Chairman and County Administrator of the Baldwin County Commission, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they executed the same voluntarily with full authority to do so for and as an act of the Baldwin County Commission.

Given under my hand and official seal this the ____ day of _____, 20__.

Notary Public
My Commission Expires: _____

City/Town of _____:

_____/_____
Mayor /Date

Print Name

ATTEST:

_____/_____
City/Town Clerk /Date

Print Name

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, Mayor, and _____, City/Town Clerk, whose names as Mayor and City Clerk of _____, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily with full authority to do so for and as an act of the City/Town, Alabama.

Given under my hand and official seal this the ____ day of _____, 20__.

Notary Public
My Commission Expires: _____



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. JAMES E. BALL
2. MATTHEW P. MCKENZIE
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

November 19, 2024

The Honorable Tony Kennon, Mayor
City of Orange Beach
ATTN: Renee Eberly, Clerk
Post Office Box 458
Orange Beach, Alabama 36561

RE: Intergovernmental Service Agreements with Municipalities for the Use of Voting Machines for Municipal Elections

Dear Mayor Kennon:

The Baldwin County Commission, during its regularly scheduled meeting held on November 19, 2024, took the following actions:

- 1) Adopted *Resolution #2025-034* of the Baldwin County Commission, as authorized by Code of Alabama 1975, Section 11-102-1, providing for a determination by the Baldwin County Commission to enter into an *Intergovernmental Service Agreement* with municipalities in Baldwin County, Alabama, to allow the municipalities to use the County's voting machines and the services of the County Voting Machine Custodian and employees for municipal elections; and
- 2) Approved an *Intergovernmental Service Agreement* with each Baldwin County municipality that wishes to use County-owned voting machines.

Please execute the **enclosed original** *Agreement* and return it to this office to the attention of Anu Gary, Administrative Services Manager. A **fully executed copy** of the *Agreement* will be returned for your file.

If you have any questions or need further assistance, please do not hesitate to contact me or Anu Gary, Administrative Services Manager, at (251) 937-0264.

Sincerely,

MATTHEW P. MCKENZIE, Chairman
Baldwin County Commission

MPM/vk Item CA7

ENCLOSURE(S)

STATE OF ALABAMA)
COUNTY OF BALDWIN)

**RESOLUTION #2025-034
OF THE
BALDWIN COUNTY COMMISSION**

AS AUTHORIZED BY CODE OF ALABAMA 1975, SECTION 11-102-1, PROVIDING FOR A DETERMINATION BY THE BALDWIN COUNTY COMMISSION TO ENTER INTO AN INTERGOVERNMENTAL SERVICE AGREEMENT WITH MUNICIPALITIES IN BALDWIN COUNTY, ALABAMA, TO ALLOW THE MUNICIPALITIES TO USE THE COUNTY'S VOTING MACHINES AND THE SERVICES OF THE COUNTY VOTING MACHINE CUSTODIAN FOR MUNICIPAL ELECTIONS.

WHEREAS, County is the duly formed governing body in and for Baldwin County, Alabama; and

WHEREAS, as authorized by Code of Alabama 1975, Section 11-102-1, any county or incorporated municipality of the State of Alabama may enter into a written contract with any one or more counties or incorporated municipalities for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually; and

WHEREAS, pursuant to Code of Alabama 1975, Section 11-102-3, no contract entered into shall take effect until the contract has been approved by the governing body of each of the contracting municipalities or counties. Approval by a county governing body shall be by adoption of a resolution, and approval by a municipal governing body shall be by adoption of an ordinance of general and permanent operation; and

WHEREAS, the municipalities in Baldwin County, Alabama, from time to time have requested assistance in their administration of the electoral franchise benefiting the public by providing the municipalities with the use, at no cost, of County-owned voting machines during municipal elections; and

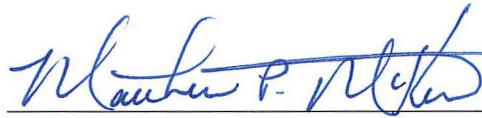
WHEREAS, the State of Alabama Ethics Commission, Advisory Opinion No. 2018-03 issued on June 6, 2018, states that counties and municipalities may enter into contracts through which the municipality reimburses the county for the use of the County's election equipment and county employees who possess the requisite skill and knowledge to operate the equipment; but municipalities may not directly engage the county employee to do so under these facts without putting the employee in the position of violating Code of Alabama 1975, Section 36-25-S (a) and (c); and

WHEREAS, to cooperate in the administration of the electoral franchise benefiting the public, the County wishes to enter into an Intergovernmental Service Agreement with the municipalities in Baldwin County, Alabama, to allow the use of the County-owned voting machines, at no cost, for municipal elections with the understanding that each municipality shall be responsible for all costs associated with the provision of services of the County Voting Machine Custodian and any and all other election related costs and to provide for the reimbursement of County for the costs associated with the services which may be provided by the County Voting Machine Custodian, a County employee, or any other County employee in connection with the transportation, installation, service, maintenance, testing and use of County voting machines during municipal elections; and

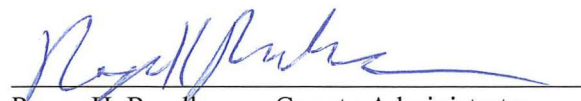
WHEREAS, in order for the County to provide the services set forth above, the Baldwin County Commission requires that the County and the municipalities in Baldwin County, Alabama, enter into an Intergovernmental Service Agreement for the aforementioned purposes; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION IN REGULAR SESSION ASSEMBLED that the Commission hereby approves the terms of the Intergovernmental Services Agreement attached hereto to be entered into between the Commission and various incorporated municipalities of Baldwin County regarding the use, transportation, installation, maintenance and testing of County-owned voting machines during municipal elections and the reimbursement of County costs associated with the provision of such machines and the use of services of County employees, including the County Voting Machine Custodian and his or her designee(s).

DONE, under the Seal of Baldwin County, Alabama, as affixed on this the 19th day of November, 2024.


Commissioner Matthew P. McKenzie, Chairman

ATTEST:


Roger H. Rendleman, County Administrator





**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Mower for the Golf Center through Sourcewell from Deere & Company in the amount of \$49,949.52. (NA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-07-25 25-xxx Authorize Purchase Mower Golf Sourcewell
2. 2024.11.15 Quote - Parks Golf - John Deere Mower

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
MOWER FOR THE GOLF CENTER
THROUGH SOURCEWELL FROM DEERE & COMPANY
IN THE AMOUNT OF \$49,949.52**

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 Mower for the Golf Center through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the amount of \$49,949.52;
2. That the Mayor is hereby authorized to approve payment to Deere & Company in the amount of \$49,949.52 for One (1) New John Deere 2550 PrecisionCut Triplex Mower;
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 7th DAY OF JANUARY, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 7, 2025.

City Clerk

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513

- ☐ Signature on all LOIs and POs with a signature line

- ☐ Contract name or number; or JD Quote ID

- ☐ Sold to street address

- ☐ Ship to street address (no PO box)

- ☐ Bill to contact name and phone number

- ☐ Bill to address

- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

- ☐ Membership number if required by the contract

For any questions, please contact:

Brad Rounsaville

Beard Equipment Company
2480 E 1-65 Service Road N
Mobile, AL 36617

Tel: 800-848-8563

Fax: 251-452-2309

Email: brounsaville@beardequipment.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Beard Equipment Company
2480 E 1-65 Service Road N
Mobile, AL 36617
800-848-8563
JohnDeereEmails@beardequipment.com

Quote Summary**Prepared For:**

CITY OF ORANGE BEACH
26389 CANAL RD
ORANGE BEACH, AL 36561
Business: 251-981-2787
SMILLER@ORANGEBEACHAL.GOV

Delivering Dealer:

Beard Equipment Company
Brad Rounsaville
2480 E 1-65 Service Road N
Mobile, AL 36617
Phone: 800-848-8563
brounsaville@beardequipment.com

Quote ID: 31568907
Created On: 26 August 2024
Last Modified On: 26 August 2024
Expiration Date: 30 September 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 2550 PrecisionCut Triplex Mower	\$ 65,622.00	\$ 49,949.52 X	1 =	\$ 49,949.52
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)				
Price Effective Date: August 25, 2024				
Equipment Total				\$ 49,949.52

Quote Summary

Equipment Total	\$ 49,949.52
Trade In	
SubTotal	\$ 49,949.52
Est. Service Agreement Tax	\$ 0.00
Total	\$ 49,949.52
Balance Due	\$ 49,949.52

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 31568907

Customer Name: CITY OF ORANGE BEACH

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Beard Equipment Company
2480 E 1-65 Service Road N
Mobile, AL 36617
800-848-8563
JohnDeereEmails@beardequipment.com

JOHN DEERE 2550 PrecisionCut Triplex Mower

Hours:
Stock Number:

Contract: Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)

Price Effective Date: August 25, 2024

Suggested List *

\$ 65,622.00

Selling Price *

\$ 49,949.52

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1164TC	2550 PrecisionCut Triplex Mower	1	\$ 48,250.00	24.00	\$ 11,580.00	\$ 36,670.00	\$ 36,670.00
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
183E	JDLink™ Modem	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	All Other Countries (English / Spanish)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1024	Smooth Tires and Wheels (20x10.00-10, 4 ply)	1	\$ 745.00	24.00	\$ 178.80	\$ 566.20	\$ 566.20
1190	Two-Wheel Drive (2WD)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1203	Quick Adjust 5 (QA5) 11-blade Cutting Units	1	\$ 11,147.00	24.00	\$ 2,675.28	\$ 8,471.72	\$ 8,471.72
1300	50.8 mm (2-in.) Diameter Machined Grooved Solid Rollers with Solid Endcaps	1	\$ 784.00	24.00	\$ 188.16	\$ 595.84	\$ 595.84
1400	Cutting Unit ONLY Counterweights	1	\$ 297.00	24.00	\$ 71.28	\$ 225.72	\$ 225.72
1602	50.8 mm (2-in.) Diameter Wide Tube / Hollow Smooth Front Rollers	1	\$ 534.00	24.00	\$ 128.16	\$ 405.84	\$ 405.84
2009	Standard Seat	1	\$ 701.00	24.00	\$ 168.24	\$ 532.76	\$ 532.76
3202	Cutting Unit Attaching Yokes and Direct Mounted (Bullhorn) Molded One-Piece Grass Catchers	1	\$ 2,126.00	24.00	\$ 510.24	\$ 1,615.76	\$ 1,615.76
9766	LED Work Light Kit	1	\$ 718.00	24.00	\$ 172.32	\$ 545.68	\$ 545.68
Standard Options Total			\$ 17,052.00		\$ 4,092.48	\$ 12,959.52	\$ 12,959.52

Selling Equipment

Quote Id: 31568907

Customer Name: CITY OF ORANGE BEACH

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Beard Equipment Company
2480 E 1-65 Service Road N
Mobile, AL 36617
800-848-8563
JohnDeereEmails@beardequipment.com

Value Added Services		\$ 0.00	\$ 0.00	\$ 0.00
Total				
Fees				
Delivery Fee	1	320.00	320.00	320.00
Equipment Fees Total		\$ 320.00	\$ 320.00	\$ 320.00
Total Selling Price		\$ 65,622.00	\$ 15,672.48	\$ 49,949.52



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Vehicle for the Public Works Street Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$65,124. (TT)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-07-25 25-xxx Authorize Purchase Vehicle Public Works Street State Bid
2. 2024.12.06 Quote - Public Works Street - Stivers Ford Lincoln Vehicle

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
A VEHICLE FOR THE PUBLIC WORKS STREET DEPARTMENT
THROUGH STATE BID FROM STIVERS FORD LINCOLN, INC.
IN THE AMOUNT OF \$65,124**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of One (1) Vehicle for the Public Works Street Department from Stivers Ford Lincoln, Inc., through Alabama State Bid in a total amount of \$65,124;
2. That the Mayor is hereby authorized to approve payment to Stivers Ford Lincoln, Inc., in the amount of \$65,124.00 for One (1) 2025 Ford F-350 Super Crew 4x4 Dual Rear Wheel Pickup Truck for the Public Works Street Department;
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 7th DAY OF JANUARY, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 7, 2025.

City Clerk

2025

2024 FORD F350 SUPER CREW 4x4 DUAL REAR WHEEL PICKUP - MODEL W3D

CONTRACT NUMBER: 220000003128-34

STATE CONTRACT: T191

CONTRACT AMOUNT: \$50,402

INCLUDES: XL 610A, Crew Cab 4x4, 6.8L V8 PFI Gas Engine, 10 Spd AutoTransmission, 6.75' Box, Power Windows & Door Locks, Keyless Entry, Cruise Control, Vinyl Flooring, Vinyl 40/20/40 Seat, AM/FM Radio, Bluetooth, Rear View Camera, Trailer Tow Package 4/7 Pin, Trailer Brake Controller, Dual Rear Wheels

STATE CONTRACT PRICE (T191)

\$ 50,402

X ✓

FACTORY OPTIONS

18B	Platform Running Boards	\$	445
66S	Upfitter Switches (Requires 67E Alternator)	\$	165
67E	250 Amp. Alternator (w/ Upfitter Switches 66S)	\$	85
43C	120V / 400W Outlet	\$	175
76C	Backup Alarm	\$	175
69Z	Roof Clearance Lights	\$	95
43K	Pro Power Onboard 2KW - Includes Dual Alternator, Requires 86M Dual Battery	\$	985
86M	Dual Batteries - Included w/ Diesel Engines, Requires 67B 410 Amp Dual Alternator or Pro Power 43K on Gas	\$	210
67B	410 Amp Dual Alternator w/ 86M Dual Batteries	\$	115
66L	LED Box Lighting	\$	60
76S	Remote Start	\$	250
53W	5th Wheel / Gooseneck Hitch Prep Package - Includes: Five (5) Pickup Bed Attachment Points, One (1) Frame Under Bed Cross Member, & One (1) Integrated 7-Pin Connector On Driver's Side Bed Wall	\$	550
15J	Gooseneck Hitch Kit - Requires 53W 5th Wheel / Gooseneck Hitch Prep Kit	\$	250
15L	5th Wheel Hitch - Requires 53W, 68U, & 8' Truck Bed (176" Wheelbase)	\$	1,345
68U	F250 > 10K GVWR Package	\$	100
85G	Tailgate Step (Includes Step & Handle)	\$	375
96D	XL Driver Assist Package- Includes Automatic High Beam, Pre-Collision Assist	\$	730
82S	Interior Work Surface (Requires 40/20/40 Seat)	\$	140
96V	XL Chrome Package - Includes Boxlink, Chrome Hub Covers, Chrome Front & Rear Step Bumper, Fog Lamps	\$	225

X ✓

X ✓

X ✓

X ✓

X ✓

X ✓

X ✓

X ✓

X ✓

X ✓

WHEEL BASE OPTIONS:

176 8.0' Box

Standard

X ✓

DRIVE-TRAIN OPTIONS:

99A	6.8L V8 PFI Gas Engine
X37	3.73 Regular Axle (Standard w/ 6.8L Gas Engine)
X3E	3.73 Electronic Locking Axle (Optional w/ 6.8L Gas Engine)
99T	6.7L V8 Diesel Engine (State Contract Diesel Option - 220000003128-35)
X31	3.31 Regular Axle (Standard w/ 6.7L Diesel Engine)
X3H	3.31 Electronic Locking Axle (Optional w/ 6.7L Diesel Engine) 3.55
99M	6.7L High Output V8 Diesel Engine
X31	3.31 Regular Axle (Standard w/ 6.7L High Output Diesel Engine)
X3H	3.31 Electronic Locking Axle (Optional w/ 6.7L High Output Diesel Engine)
41H	Heater, Engine Block
TD8	LT245/75R17E BSW A/S
TBM	LT245/75R17E BSW A/T (XL Option)

XL Standard

Standard

\$ 430

NC

\$ 385,480

\$ 12,495

NC

\$ 430

\$ 100

XL Standard

\$ 165

X ✓

X

X

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Last Updated 8/7/2023
Revision 24.0

COLOR OPTIONS:

Z1 Oxford White
HX Antimatter Blue
M7 Carbonized Gray
JS Iconic Silver
UM Agate Black
PQ Race Red
LJ Darkened Bronze

G572
QD140

NC	☒
NC	☐
NC	☐
NC	☐
NC	☐
NC	☐
NC	☐

INTERIOR OPTIONS:

AS 40/20/40 Vinyl Seats - Medium Dark Slate (XL)
LS 40/Console/40 Vinyl Seat - Medium Dark Slate (XL)
1S 40/20/40 Cloth Seats - Medium Dark Slate (XL)
4S 40/Console/40 Cloth Seat - Medium Dark Slate (XL)

XL Standard	☒
\$ 355	☐
\$ 315	☐
\$ 615	☐

STIVERS FORD PACKAGES:

LED 4 Corner LED Strobe Lights
FM1 Heavy Duty Rubber Floor Mats
TB1 Tool Box - Deep Well (18")
TB2 Tool Box - Standard (15")
BL4 Bed Liner - Drop in - (8' Bed)
BL3 Spray-in Bed Liner - (8' Bed)
TN1 Tonneau Cover - Non Folding Hardshell
TN2 Tonneau Cover - Retractable
TN3 Tonneau Cover - Tri Fold
BSL Bed Slide
TG1 Liftgate - Maxon
CAM Camper Shell w/ Sliding Windows
BGW Brush Guard Bumper w/ Winch

\$ 665	☒
\$ 199	☐
\$ 695	☐
\$ 525	☐
\$ 335	☐
\$ 695	☒
\$ 1,895	☐
\$ 1,685	☐
\$ 1,389	☐
\$ 1,595	☐
Request	☐
\$ 2,930	☐
\$ 2,839	☐

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

188 miles 376 ☒
+ 64,748

Delivery Address: 7394 ROSCOE RD. ORANGE BEACH, AL 36561

TOTAL VEHICLE (Required)

~~64,308~~
65,124

Customer: City of ORANGE BEACH
Contact: JESSE HOLLINGSWORTH
Phone: 251-923-9542
Email: jhollingsworth@ORANGEBEACHAL.GOV

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required) Jesse Hollingsworth

DATE (Required): 11/22/24

PURCHASE ORDER NUMBER: (Required) 25200

QUANTITY (Required) 1

USE THIS TO GET
ORDERED BUT WILL HAVE
TO GET RIGHT PD AFTER 11/1/25



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of an Excavator for the Public Works Street Department through Sourcewell from Parish Tractor Company, LLC, in the amount of \$126,708.26. (TT)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-07-25 25-xxx Authorize Purchase Excavator Public Works Street Sourcewell
2. 2024.11.22 Quote - Public Works - Kubota Excavator

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF AN
EXCAVATOR FOR THE PUBLIC WORKS STREET DEPARTMENT
THROUGH SOURCEWELL FROM PARISH TRACTOR COMPANY, LLC
IN THE AMOUNT OF \$126,708.26**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of an Excavator for the Public Works Street Department through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the amount of \$126,708.26;
2. That the Mayor is hereby authorized to approve payment to Parish Tractor Company, LLC, in the amount of \$126,708.26 for One (1) New Kubota KX080-5R3A Compact 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 7th DAY OF JANUARY, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 7, 2025.

City Clerk

-- Standard Features --

-- Custom Options --



Kubota

K Series

KX080-5R3A

*** EQUIPMENT IN STANDARD MACHINE ***

PLEASE CONTACT YOUR AUTHORIZED KUBOTA DEALER FOR
AVAILABILITY AS QUANTITIES ARE LIMITED

FEATURES

Auto Idler
Rubber Or Steel Track Models
Air Conditioned ROPS/OPG
(Top Guard, Level I) Cab
Cloth Suspension Seat
Kubota 2 Hydraulic Pump Load
Sensing System
2 Variable Displacement
Pumps
All Controls Hydraulic Pilot
Controls
Two Operating Pattern
Selection System
Accumulator
Standard Front Dozer Blade w/
Float
Optional Float Angle Blade w/
Bolt-on Cutting Edge
360 Degree Full Rotation
70 Degree Left, 60 Degree
Right Boom Swing
26.4 gpm Adjustable Auxiliary
Hydraulics Port 1
14.7 gpm Adjustable Auxiliary
Hydraulics Port 2
Thumb Bracket and 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
Keyless Start - Standard
Rearview Camera - Standard
Air Ride Suspension Seat -
Standard
Adjustable Seat and Console
Controls - Standard
Telematics Wiring & Modem -
Standard
7" LCD Color Display -
Standard
LED Work Lights
Auto-shut off

ENGINE

V3307 Kubota DI CRS Turbo Tier 4 Final
Diesel Engine
4 Cylinder, 4 Cycle
82.3 Net HP @ 2200 rpm (SAE J1349)

OPERATIONAL

DIMENSIONS

Max Digging Depth 15' 1"
Max Digging Radius @ Ground
Level 23' 6.3"
Max Vertical Digging Depth 12'
7.6"
Max Dumping Height 17' 2.7"

DOZER BLADE

DIMENSIONS

Width 86.6"
Height 19.7"
Lift Above Ground 19.7"
Drop Below Ground 19.7"

PERFORMANCE

Digging Force @ Bucket (K7427)
14,660 lbs.
Digging Force @ Dipper Arm 8,554
lbs.
Travel Speed (Low) 1.7 mph
Travel Speed (High) 3.1 mph
Climbing Ability 36% / 20°
Lift Capacity 6,500 lbs.
Over Front
Blade Grounded
4.0 Ft. Load Point Height
12.0 Ft. Load Radius

**DIMENSIONS AND
OPERATING WEIGHT**

KX080-5R3, Rubber Tracks, Air
Cond. ROPS/OPG (Top Guard,
Level 1) Cab, Dozer Blade,
Dipper Arm, Counterweight
Overall Length 21' 1.9"
Overall Width 7' 2.6"
Overall Height 8' 4"
Operating Weight 18,280 lbs.*
Ground Clearance 15.4"

KX080-5R3A Base Price: \$134,764.00

(1) AT&T TELEMATICS MODEM \$449.00

DCU6700-AT&T TELEMATICS MODEM

(1) 18" QUICK ATTACH TRENCHING BUCKET \$2,681.00

K7426-18" QUICK ATTACH TRENCHING BUCKET

(1) 36" QUICK ATTACH TRENCHING BUCKET \$3,883.00

K7428-36" QUICK ATTACH TRENCHING BUCKET

(1) HYD THUMB KIT \$6,324.00

K7405A-HYD THUMB KIT

(1) 30" QUICK ATTACH TRENCHING BUCKET \$3,443.00

K7428-30" QUICK ATTACH TRENCHING BUCKET

(1) QUICK ATTACH COUPLER \$2,415.00

K7402A-QUICK ATTACH COUPLER

Configured Price: \$153,959.00

Sourcewell Discount: (\$36,950.16)

SUBTOTAL: \$117,008.84

2Yr KX080-5R3A Extended Warranty \$4,200.00

Dealer Assembly: \$262.17

Freight Cost: \$2,156.25

PDI: \$400.00

18" SMOOTH BUCKET \$2,681.00

Total Unit Price: \$126,708.26

Quantity Ordered: 1

Final Sales Price: \$126,708.26

Purchase Order Must Reflect Final Sales Price.

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



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Mower for the Public Works Street Department through Sourcewell from Parish Tractor Company, LLC, in the amount of \$110,254.60. (TT)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-07-25 25-xxx Authorize Purchase Mower Public Works Street Sourcewell
2. 2024.11.22 Quote - Public Works - Kubota Mower

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
MOWER FOR THE PUBLIC WORKS STREET DEPARTMENT
THROUGH SOURCEWELL FROM PARISH TRACTOR COMPANY, LLC
IN THE AMOUNT OF \$110,254.60**

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 Mower for the Public Works Street Department through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the amount of \$110,254.60;
2. That the Mayor is hereby authorized to approve payment to Parish Tractor Company, LLC, in the amount of \$1110,254.60 for One (1) New Kubota R2690 Front Mount Mower;
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 7th DAY OF JANUARY, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 7, 2025.

City Clerk

-- Standard Features --

-- Custom Options --



Kubota

F Series

F2690

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model #D1105
3 Cyl., 1123 cu. cm.
+24.8 Gross Eng. HP
@3000 Eng. RPM
CARB Certified
Alternator -- 40 Amps
Hand Throttle
Dual Element Air Cleaner

TRANSMISSION

Hydrostatic Drive (F2/R2)
Forward Speed -- 0 - 12.5 mph
Reverse Speed -- 0 - 6.8 mph
Front Differential Lock

FLUID CAPACITY

Fuel Tank 16.1 gal
Cooling System 4.9 qts
Engine Oil 3.7 qts
Transmission and Hydraulics 14.8 qts

OPERATING FEATURES

Tilt Steering Wheel
Power Steering
Deluxe Suspension Seat
w/ 4 Adj. Controls

HYDRAULICS

Open Center -- Gear Type
2 Point Hitch Lift
Cap at Lift Point -- 573 lbs
8.6 GPM Hyd. Pump Cap.
6 GPM Remote Outlet

SAFETY EQUIPMENT

2 Post Foldable ROPS w/
Retractable Seat Belt
ROPS meet ISO and OSHA
Safety Start Switch
Operator Presence Control
Parking Brake
Overheat Alarm Buzzer

**HYD. INDEPENDENT
PTO**

Hyd. Multi-Disc PTO
Single Speed PTO
2545 rpm @ 3000 Eng. rpm

INSTRUMENTS

Liquid Chrystal Display (LCD) Panel
Hour Meter
Electric Fuel Gauge
Temperature Gauge
Easy Checker™
Oil Light
Charge Light
Glow Plug Light

+ Manufacturer Estimate

SELECTED TIRES

sub163
FRONT - 24x12.00-12 R3 Maxxis Pro Tech
REAR - 18x9.50-8 R3 Kenda Super Turf K500

F2690 Base Price: \$25,207.00

(1) SUSPENSION SEAT / F2880/F3680 inc.
F8280-SUSPENSION SEAT / F2880/F3680

(1) 72" REAR DISCHARGE MOWER \$5,448.00
RCK72R-F36-72" REAR DISCHARGE MOWER

Configured Price: \$30,655.00

Sourcewell Discount: (\$6,744.10)

SUBTOTAL: \$23,910.90

2Yr F2690 Extended Warranty \$1,300.00

Dealer Assembly: \$110.00

Freight Cost: \$543.75

PDI: \$400.00

58" METAL CANOPY \$1,299.00

Total Unit Price: \$27,563.65

Quantity Ordered: 4

Final Sales Price: \$110,254.60

Purchase Order Must Reflect Final Sales Price.

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

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

© 2018 Kubota Tractor Corporation. All rights reserved.

198.11.57.47

006-608-730



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a professional services agreement with GeoCon Engineering & Materials Testing, Inc., for geotechnical analysis and construction materials testing services. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-07-25 25-xxx Authorize Professional Services Agreement GeoCon Materials Testing
2. 2024.12.14 Professional Services Agreement GeoCon Materials Testing

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
GEOCON ENGINEERING & MATERIALS TESTING, INC.
FOR GEOTECHNICAL ANALYSIS AND
CONSTRUCTION MATERIALS TESTING SERVICES**

FINDINGS:

1. The professional services agreement with GeoCon Engineering & Materials Testing, Inc., adopted by Orange Beach City Council through Resolution No. 22-255 dated December 13, 2022, has expired.
2. The City of Orange Beach and GeoCon Engineering & Materials Testing, Inc., have reached an agreement (attached Exhibit A) whereby GeoCon Engineering & Materials Testing, Inc., will provide geotechnical analysis and construction materials testing services for the City of Orange Beach.
3. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
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 GeoCon Engineering & Materials Testing, 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 7th DAY OF JANUARY, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 7, 2025.

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 GeoCon Engineering & Materials Testing, Inc. (hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of providing geotechnical analysis and construction materials testing 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 geotechnical analysis and construction materials testing services, and to represent the City as requested as their Consultant on a variety of assigned projects. 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, permitting, surveying, planning, design, construction documents, construction engineering and inspection services as required by the City, and other services as requested.

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:

ATTACH FEE SCHEDULE

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:

GeoCon Engineering & Materials Testing, Inc.
22830 McAuliffe Drive
Robertsdale, Alabama 36567

- 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:

City Clerk

CONTRACTOR:

GeoCon Engineering & Materials Testing, Inc.

By: _____
David Rachel

Its: President

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 _____, 2025.

(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 David Rachel, whose name as President of GeoCon Engineering & Materials Testing, 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 _____, 2025.

(SEAL)

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



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide special inspections and construction materials testing for the Coastal Alabama Sea Turtle Center in an amount not to exceed \$7,500. (GS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-07-25 25-xxx Authorize Task Order GeoCon Sea Turtle Center
2. 2024.12.14 Task Order GeoCon Materials Testing Sea Turtle Center

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
TASK ORDER WITH GEOCON ENGINEERING & MATERIALS TESTING, INC.
TO PROVIDE SPECIAL INSPECTIONS AND CONSTRUCTION MATERIALS TESTING FOR
THE COASTAL ALABAMA SEA TURTLE CENTER
IN AN AMOUNT NOT TO EXCEED \$7,500**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 25-xxx adopted January 7, 2025, approved a contract with GeoCon Engineering & Materials Testing, Inc., to perform certain geotechnical analysis and construction materials testing 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 GeoCon Engineering & Materials Testing, Inc., to provide special inspections and construction materials testing for the new Coastal Alabama Sea Turtle Center.
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 GeoCon Engineering & Materials Testing, 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 \$7,500.00 to GeoCon Engineering & Materials Testing, Inc., to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 7th DAY OF JANUARY, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 7, 2025.

City Clerk



December 11, 2024

City of Orange Beach

Post Office Box 458
Orange Beach, Alabama 36561

Attn: Mr. Glenn Smith

Re: **Proposal for Construction Materials Testing**
Proposed Coastal Alabama Sea Turtle Center
Orange Beach, Alabama

Dear Mr. Smith:

GeoCon Engineering & Materials Testing, Inc. appreciates the opportunity to provide a proposal for Special Inspections and Construction Materials Testing for the above referenced project.

Project Description

We understand that the project will include the construction of a new 2,400 square foot metal framed building with related access drives and parking areas in Orange Beach, Alabama.

Scope of Testing and Inspection Services

Based on our review of the project plans and specifications, our scope of testing and Special Inspection services will cover the structural elements as follows:

- Earthwork monitoring, proof-roll observations and soil compaction/density testing
- Footing/Slab observation and inspections - to include reinforcing steel (rebar) placement inspections and soil bearing capacity testing.
- Cast In-place Concrete - to include slump, air content, concrete temperature and compressive strength testing. Testing for this section includes all structural concrete components (footings, slabs and walls)
- Structural Metal Framing Inspections
- All reports will be reviewed and signed by the Project Engineer

Unit Fee Schedule

Below is a list of unit costs most commonly associated with a project of this nature.

1. Engineering Technician	\$ 80.00/hour
2. Engineering Technician (Overtime)	\$ 115.00/hour
3. Special Inspector	\$ 110.00/hour
4. Special Inspector (Overtime)	\$ 155.00/hour
5. Standard Soil Proctor Test	\$ 140.00/test
6. Soil Classification	\$ 140.00/test
7. Field Nuclear Density Reading (compaction test)	\$ 23.00/test
8. Compression Test of Concrete Cylinders/Cubes	\$ 15.00/test
9. Masonry (CMU) Prisms	\$ 50.00/prism
10. Clerical	\$ 80.00/hour
11. Materials Specialist	\$ 140.00/hour
12. Project Geotechnical Engineer	\$ 180.00/hour
13. Trip Charge	\$ 20.00/trip

Note: Trip charge includes mileage. Min. of 3 hours per trip. Overtime rate is for weekends, major holidays and work prior to 6:00 am or after 5:00 pm. We can provide a cost for services not included above at your request.

Fee Estimate

We anticipate that testing and inspections will be performed on an on-call basis for this project with some services requiring full-time inspections and testing. After reviewing the final plans and project schedule, we could provide you with a more detailed cost estimate. For estimating purposes, we recommend that you budget **\$7,500.00** for the above-described construction materials testing and Special Inspections. The client should note that the final cost of testing services is dependent on the weather, the contractors' daily schedule and performance, etc. However, we will not exceed this amount without a written description of the reason for the additional cost and proper authorization from you.

Testing Standards

Our work on this project would be completed in general accordance with applicable ASTM standards and with generally accepted current standards of geotechnical engineering practices. Special Inspections will be based on Chapter 17 of the International Building Code (IBC). We maintain general and professional liability insurances in amounts typically acceptable for similar projects. A copy of our insurance certificates can be obtained at your request.

Authorization

To authorize us to proceed with the above-described geotechnical services, please complete the authorization form and return it to this office for our file. GeoCon's Terms and Conditions, which are attached hereto, are hereby incorporated by reference as if fully set forth herein. By signing this Proposal, Client acknowledges and agrees that he/she has read the Terms and Conditions and agrees to be bound by the terms and conditions set forth therein.

We appreciate the opportunity to provide a proposal for this project. Please feel free to contact our office if you have any questions or if you need any additional information.

Sincerely,



David A. Rachel
President

Proposal Authorization Form

Please Print

Accepted By: _____

Entity: _____

Signature: _____

Mailing Address: _____

Report will be addressed to: _____

Provide email address of all entities that should receive a copy of the report:

Invoicing Address: _____

Email Address: _____

Contact Number: _____

Location:

Proposed Amount: \$ 7,500

Date: _____

The proposed amount is only valid for 60 days unless executed.

TERMS AND CONDITIONS

SERVICES TO BE PROVIDED. GeoCon Engineering & Material Testing, Inc. (hereinafter GeoCon) is an independent consultant and agrees to provide Client, for Client's sole benefit and exclusive use, consulting services set forth in our proposal.

PAYMENT TERMS. Client agrees to pay our invoice upon receipt. If payment is not received within 30 days from the invoice date, Client agrees to pay a service charge on the past due amount at a rate of 1.5% per month, and GeoCon reserves the right to suspend all work until payment is received. No deduction shall be made from GeoCon's invoice on account of liquidated damages or other sums withheld from payments to contractors or others.

TERMINATION. Either party may terminate this Agreement without cause upon 20 days advance notice in writing. In the event Client requests termination prior to completion of the proposed services. Client agrees to pay GeoCon for all costs incurred plus reasonable charges associated with termination of the work.

PROFESSIONAL LIABILITY. Notwithstanding any other provision of this Agreement, the Engineer's and GeoCon's total liability to the Client for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the Engineer's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under GeoCon's liability insurance in effect at the time such claims are made. The Client hereby releases the Engineer from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

SITE OPERATIONS. Client will arrange for right-of-entry to all applicable properties for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permission, permits and licenses required for its activities at the site.

OWNERSHIP AND USE OF PROJECT DOCUMENTS. All documents are instruments of service in respect to the Services, and GeoCon shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of Geocon) whether or not the Services are completed. Client may make and retain copies of documents for information and reference in connection with the services by Client. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by Geocon as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to GeoCon or GeoCon's consultants. Client shall indemnify and hold harmless GeoCon and GeoCon's consultants from all claims. Damages, and expenses including attorneys' fees arising out of or resulting therefrom.

ADDITIONAL SERVICES OF CONSULTANT. If authorized in writing by the Client, GeoCon shall furnish additional services that are not considered as an integral part of the Scope of Services outlined in the Proposal Acceptance Sheet. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. In addition, it is possible that unforeseen conditions may be encountered that could substantially alter the original scope of services. If this occurs, GeoCon will promptly notify and consult with Client and any additional services will be negotiated.

ASSIGNABILITY. GeoCon shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Client; provided, however, that claims for money by GeoCon against Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the Client.

SERVICES TO BE CONFIDENTIAL. All services, including opinions, designs, drawings, plans, specifications, reports and other services and information, to be furnished by GeoCon under this Agreement are confidential and shall not be divulged, in whole or in part, to any person, other than to duly authorized representatives of the Client, without prior written approval of the Client, except by testimony under oath in a judicial proceeding or as otherwise required by law. GeoCon shall take all necessary steps to ensure that no member of its organization divulges any such information except as may be required by law.

CLAIMS. The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made that results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in defending the claim, including reasonable attorney's fees. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten percent greater than the sum offered to resolve the matter prior to the commencement of trial.

SEVERABILITY. It is understood and agreed by the parties hereto, that if any part, term or provisions of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and GEOCON shall survive the completion of the services and the termination of this Agreement.

INTEGRATION. This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Alabama and venue shall be in Baldwin County, Alabama



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Video Surveillance System for the Skeet and Trap Range through State Bid from Vision Security Technologies Inc. in the amount of \$23,546.14. (PW)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-07-25 25-xxx Authorize Purchase Video Surveillance System Shooting Range State Bid
2. 2024.11.20 Quote - Capital Shooting Range - Vision Security Technologies Skeet Trap

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
VIDEO SURVEILLANCE SYSTEM FOR THE SKEET AND TRAP RANGE
THROUGH STATE BID FROM VISION SECURITY TECHNOLOGIES INC.
IN THE AMOUNT OF \$23,546.14**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of a Video Surveillance System for the Orange Beach Skeet and Trap Range located at 2511 Russian Road from Vision Security Technologies Inc. through Alabama State Bid in an amount not to exceed \$23,546.14;
2. That the Mayor is hereby authorized to approve payment to Vision Security Technologies Inc. in the amount of \$23,546.14 for a Video Surveillance System, per Proposal No. 15696-1-0 dated November 20, 2024;
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 7th DAY OF JANUARY, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 7, 2025.

City Clerk



Skeet and Trap Range Video Surveillance

Prepared for:
City of Orange Beach
2511 Russian Rd
Gulf Shores, AL 36452

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

Proposal Issued:
11/20/2024

Proposal Valid To:
12/20/2024



Proposal Number: 15696-1-0
City of Orange Beach
Date: November 20, 2024

PROJECT DESCRIPTION

Name: City of Orange Beach

Site: Skeet and Trap Range

2511 Russian Rd
Gulf Shores, AL 36452

Billing: City of Orange Beach

PO Box 458
Orange Beach, AL 36561

Contact

Ford Handley

P:

C: (251) 284-5010

E: fhandley@orangebeachal.gov

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

Vision Security Technologies (VST) to provide and install a new Avigilon video surveillance system at the Skeet and Trap range for the City of Orange Beach located in Orange Beach Alabama to consist of the following:

Camera locations are depicted on attached drawings.

Video Surveillance

VST to provide and install one (1) 8-port ENV2 8TB appliance.

VST to provide and install five (5) 5mp outdoor bullet cameras to cover the six trap stations.

VST to provide and install one (1) 20mp outdoor multi sensor to cover the entrance, parking area, and surrounding area.

VST to provide and install one (1) IR Illuminator and one (1) 60W PoE injector for the multi sensor camera. .

VST to provide and install three (3) NEMA rated enclosures.

VST to provide and install three (3) 5-port PoE switches.

VST to provide and install point to multi-point wireless access points.

VST to provide and install proper surge protection.

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



Proposal Number: 15696-1-0
City of Orange Beach
Date: November 20, 2024

VST to provide and install six (6) Unity 8 Enterprises class cameras licenses.

VST to use existing Star Link for connectivity to the Orange Beach Police Department for camera viewing and to assume it is in good working condition.

VST to provide and install four (4) UPS battery back ups.

Other

VST to program new cameras.

VST to test system upon completion with customer.

Customer or others is responsible for providing and installing a 12-15ft camera pole.

Customer or other is responsible for 120V connection to all required locations.

Unless specifically outlined above, the customer or others is responsible for all: A.C. power, network connectivity, All conduit pathways, J-boxes within 36" of camera locations, all wiring and wiring paths that require masonry or structural penetrations, lifts or specialized training for this project.

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

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

SCOPE DETAILS

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

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



Proposal Number: 15696-1-0
City of Orange Beach
Date: November 20, 2024

BILL OF MATERIALS

Name: City of Orange Beach

Site: Skeet and Trap Range

2511 Russian Rd

Gulf Shores, AL 36452

Billing: City of Orange Beach

PO Box 458

Orange Beach, AL 36561

Contact

Ford Handley

P:

C: (251) 284-5010

E: fhandley@orangebeachal.gov

CCTV			\$23,546.14
QTY	Description	Unit Price	Ext.Price
1	ENVR2 PLUS 8 TB with Avigilon Control Center; NA Power Cord	\$2,555.76	\$2,555.76
5	5MP H6SL Bullet Camera with 3.4-10.5mm Lens	\$933.80	\$4,669.00
1	H5A Multisensor 20MP Camera Module 3.3-5.7mm	\$2,536.44	\$2,536.44
1	Outdoor pendant mount adapter	\$183.33	\$183.33
1	Dome bubble and cover; for outdoor surface mount o	\$183.33	\$183.33
1	Wall Mount for large pendant camera	\$105.80	\$105.80
1	Optional IR illuminator ring, up to 100ft, H4AMH	\$358.24	\$358.24
1	Pole Mount for large pendant wall mount WLMT-1001	\$105.80	\$105.80
1	Gigabit 802.3bt 60 W PoE Injector	\$162.84	\$162.84
6	Unity Enterprise camera channel	\$291.18	\$1,747.08
1	4 Channel Wall Mount POE Ethernet Protector, 1U, S	\$196.41	\$196.41
3	18x16x10 Polycarbonate wall mount enclosure	\$265.64	\$796.92
3	Polyvinyl back panel for 18x6 enclosure	\$81.66	\$244.98
3	Stainless Steel Snap Latch for Hammond Enclosures	\$42.13	\$126.39
500	CAT 6 Direct Burial SOL BLK OAS	\$0.80	\$400.00
3	5 Port Industrial Gigabit POE+ High Temp	\$467.14	\$1,401.42
3	Industrial Single Output DIN Rail Power Supply	\$141.11	\$423.33
7	VS 3FT YLW SNAGLESS C6 CM Booted	\$3.40	\$23.80
3	VS 14FT YLW SNAGLESS C6 CM Booted	\$8.42	\$25.26
5	DTK-MRJPOE With Shielded RJ45 Connections	\$88.86	\$444.30
4	UPS, NEMA 5-15P Connection, 120 VAC Input/Output, 60 Hertz, 650 VA, USB Port, LED Status Display, 180 MM Width x 302 MM Depth x 88 MM Height-APC BY SC	\$155.81	\$623.24
1	NanoStation AC loco 5 GHz airMAX ac Radio	\$389.31	\$389.31
5	Instant 802.3af Adapter Indoor Gigabit	\$32.06	\$160.30
4	UISP Universal Antenna Mounting Bracket	\$10.69	\$42.76

Supplies & Materials:

QTY	Description	Ext.Price
7	Hardware	\$144.83

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



Proposal Number: 15696-1-0
City of Orange Beach
Date: November 20, 2024

3	Hardware	\$232.77
---	----------	----------

Total Equipment	\$17,906.04
Total Labor	\$5,262.50
Total Supplies & Materials	\$377.60
Total Purchase Price	\$23,546.14

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





Proposal Number: 15696-1-0
City of Orange Beach
Date: November 20, 2024

Vision Security Technologies

Name: _____
Title: _____
Date: _____

City of Orange Beach

Name: _____
Title: _____
Date: _____

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



Proposal Number: 15696-1-0
City of Orange Beach
Date: November 20, 2024

TERMS & CONDITIONS

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

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

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

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

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

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



Proposal Number: 15696-1-0
City of Orange Beach
Date: November 20, 2024

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

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

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

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

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

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

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

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

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

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



Proposal Number: 15696-1-0
City of Orange Beach
Date: November 20, 2024

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

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

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

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

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

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

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

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

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



Proposal Number: 15696-1-0
City of Orange Beach
Date: November 20, 2024

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

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

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

Intials: _____

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



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of Four Vehicles for the Fire Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$239,191. (JS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-07-25 25-xxx Authorize Purchase Four Vehicles Fire State Bid
2. 2024.12.14 Quote - Fire - Stivers Ford Lincoln Vehicle 2024 Ford F350
3. 2024.12.14 Quote - Fire - Stivers Ford Lincoln Vehicle 2025 Ford F150
4. 2024.12.14 Quote - Fire - Stivers Ford Lincoln Vehicles x2 2025 Ford F150

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
FOUR VEHICLES FOR THE FIRE DEPARTMENT
THROUGH STATE BID FROM STIVERS FORD LINCOLN, INC.
IN THE AMOUNT OF \$239,191**

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 Fire Department from Stivers Ford Lincoln, Inc., through Alabama State Bid in the amount of \$239,191.00;
2. That the Mayor is hereby authorized to approve payment to Stivers Ford Lincoln, Inc., in the amount of \$56,075.00 each for Two (2) 2025 Ford F-150 Supercrew 4x4 Pickup Trucks;
3. That the Mayor is hereby authorized to approve payment to Stivers Ford Lincoln, Inc., in the amount of \$55,275.00 for One (1) 2025 Ford F-150 Supercrew 4x4 Pickup Truck;
4. That the Mayor is hereby authorized to approve payment to Stivers Ford Lincoln, Inc., in the amount of \$71,766.00 for One (1) 2024 Ford F-350 Supercrew 4x4 Dual Rear Wheel Pickup Truck;
5. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
6. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 7th DAY OF JANUARY, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 7, 2025.

City Clerk

2024 FORD F350 SUPER CREW 4x4 DUAL REAR WHEEL PICKUP - MODEL W3D

CONTRACT NUMBER: 220000003128-34

STATE CONTRACT: T191

CONTRACT AMOUNT: \$50,402

INCLUDES: XL 610A, Crew Cab 4x4, 6.8L V8 PFI Gas Engine, 10 Spd AutoTransmission, 6.75' Box, Power Windows & Door Locks, Keyless Entry, Cruise Control, Vinyl Flooring, Vinyl 40/20/40 Seat, AM/FM Radio, Bluetooth, Rear View Camera, Trailer Tow Package 4/7 Pin, Trailer Brake Controller, Dual Rear Wheels

STATE CONTRACT PRICE (T191)

\$ 50,402

X

FACTORY OPTIONS

18B	Platform Running Boards	\$	445	X
66S	Upfitter Switches (Requires 67E Alternator)	\$	165	
67E	250 Amp. Alternator (w/ Upfitter Switches 66S)	\$	85	
43C	120V / 400W Outlet	\$	175	
76C	Backup Alarm	\$	175	
592	Roof Clearance Lights	\$	95	X
43K	Pro Power Onboard 2KW - Includes Dual Alternator, Requires 86M Dual Battery	\$	985	
86M	Dual Batteries - Included w/ Diesel Engines, Requires 67B 410 Amp Dual Alternator or Pro Power 43K on Gas	\$	210	
67B	410 Amp Dual Alternator w/ 86M Dual Batteries	\$	115	
66L	LED Box Lighting	\$	60	
76S	Remote Start	\$	250	
53W	5th Wheel / Gooseneck Hitch Prep Package - Includes: Five (5) Pickup Bed Attachment Points, One (1) Frame Under Bed Cross Member, & One (1) Integrated 7-Pin Connector On Driver's Side Bed Wall	\$	550	
15J	Gooseneck Hitch Kit - Requires 53W 5th Wheel / Gooseneck Hitch Prep Kit	\$	250	
15L	5th Wheel Hitch - Requires 53W, 68U, & 8' Truck Bed (176" Wheelbase)	\$	1,345	
68U	F250 > 10K GVWR Package	\$	100	
85G	Tailgate Step (Includes Step & Handle)	\$	375	
96D	XL Driver Assist Package- Includes Automatic High Beam, Pre-Collision Assist	\$	730	
52S	Interior Work Surface (Requires 40/20/40 Seat)	\$	140	
96V	XL Chrome Package - Includes Boxlink, Chrome Hub Covers, Chrome Front & Rear Step Bumper, Fog Lamps	\$	225	X

WHEEL BASE OPTIONS:

176	8.0' Box	Standard	X
-----	----------	----------	---

DRIVE TRAIN OPTIONS:

99A	6.8L V8 PFI Gas Engine	XL Standard	
X37	3.73 Regular Axle (Standard w/ 6.8L Gas Engine)	Standard	
X3E	3.73 Electronic Locking Axle (Optional w/ 6.8L Gas Engine)	\$	430
99T	6.7L V8 Diesel Engine (State Contract Diesel Option - 220000003128-35)	\$	9,301
X31	3.31 Regular Axle (Standard w/ 6.7L Diesel Engine)		NC
X3H	3.31 Electronic Locking Axle (Optional w/ 6.7L Diesel Engine)	\$	430
99M	6.7L High Output V8 Diesel Engine	\$	12,495
X31	3.31 Regular Axle (Standard w/ 6.7L High Output Diesel Engine)		NC
X3H	3.31 Electronic Locking Axle (Optional w/ 6.7L High Output Diesel Engine)	\$	430
41H	Heater, Engine Block	\$	100
TD8	LT245/75Rx17E BSW A/S	XL Standard	X
TBM	LT245/75Rx17E BSW A/T (XL Option)	\$	165

COLOR OPTIONS:

Z1	Oxford White	NC	☒
HX	Antimatter Blue	NC	☐
M7	Carbonized Gray	NC	☐
JS	Iconic Silver	NC	☐
UM	Agate Black	NC	☐
PQ	Race Red	NC	☐
LJ	Darkened Bronze	NC	☐

INTERIOR OPTIONS:

AS	40/20/40 Vinyl Seats - Medium Dark Slate (XL)	XL Standard	☒
LS	40/Console/40 Vinyl Seat - Medium Dark Slate (XL)	\$ 355	☐
1S	40/20/40 Cloth Seats - Medium Dark Slate (XL)	\$ 315	☐
4S	40/Console/40 Cloth Seat - Medium Dark Slate (XL)	\$ 615	☐

STIVERS FORD PACKAGES:

LED	4 Corner LED Strobe Lights	\$ 665	☐
FM1	Heavy Duty Rubber Floor Mats	\$ 199	☒
TB1	Tool Box - Deep Well (18")	\$ 595	☒
TB2	Tool Box - Standard (15")	\$ 525	☐
SL1	STIVERS BASE LIGHTING PACKAGE	\$ 1,550	☒
BL3	Spray-in Bed Liner - (8' Bed)	\$ 695	☒
LB2	STIVERS ALLEGIANT LIGHTBAR PACKAGE	\$ 4,600	☒
TN2	Tonneau Cover - Retractable	\$ 1,685	☐
TN3	Tonneau Cover - Tri Fold	\$ 1,389	☐
BSL	Bed Slide	\$ 1,595	☐
TG1	Liftgate - Maxon	Request	☐
CAM	Camper Shell w/ Sliding Windows	\$ 2,930	☐
BGW	Brush Guard Bumper w/ Winch	\$ 2,839	☒
<u>DELIVERY: State Contract Provisions for \$2.00 / mile one-way</u>		\$ 390	☒

Delivery Address: _____

TOTAL VEHICLE (Required)

\$ 71,766

Customer:

Contact:

Phone:

Email:

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required)

DATE (Required):

PURCHASE ORDER NUMBER: (Required)

QUANTITY (Required)

2025 FORD F150 SUPERCREW 4x4 PICKUP -- STATE CONTRACT T191

CONTRACT NUMBER: MA220000003128-15

CONTRACT AMOUNT: \$41,911

INCLUDES: 2.7L EcoBoost V6 Engine, 10-Spd Auto, 4x4, 145" Wheelbase, 5.5' Bed, Class IV Trailer Hitch w/ 4/7 Pin Connector, Power Windows, Power Door Locks w/ Integrated Key Transmitter Keyless Entry, Power Tailgate Lock, Cruise Control, Black Vinyl Flooring, 17" Silver Steel Wheels, Ford Co-Pilot 360 2.0, 36 Gallon Fuel Tank

EQUIPMENT GROUP OPTIONS

W1L	101A XL Equipment Group (Base Equipment Group on Contract)	\$	41,911	☒
AS	Seats Vinyl 40/ 20 /40 - Medium Dark Slate Gray		NC	☐
CS	Seats Cloth 40/ 20 /40 - Medium Dark Slate Gray		NC	☐
W1L	103A XL Equipment Group: 17" Silver Aluminum Wheels, Chrome Bumpers, & Fog Lamps	\$	1,195	☒
AS	Seats Vinyl 40/ 20 /40 - Medium Dark Slate Gray		NC	☒
CS	Seats Cloth 40/ 20 /40 - Medium Dark Slate Gray		NC	☐
W1F	104A XL HYBRID Equipment Group: Equipped w/ 99D 3.5L Hybrid V6 Engine & HEV 10-Speed Auto Transmission 17" Silver Aluminum Wheels, Chrome Bumpers, & Fog Lamps, Auto Temp Control, & 8-Way Power Drivers Seat.	\$	6,256	☐
US	Seats Cloth 40/Console/40 - Medium Dark Slate Gray		NC	☐
W2L	200A STX Equipment Group: 20" Dark Gray Machined Aluminum Wheels, 275/60/20 BSW All Terrain Tires, Rear Privacy Glass, Black & Dark Gray Grill, LED Fog Lamps w/ LED Cornering Lamp, STX Box Side Decal, Front/Rear Body-Color Bumpers, Electronic Rear Window Defroster , Color-Coordinated Carpet Mats	\$	4,501	☐
DB	Seats Unique Sport Cloth 40/Console/40 - Black (Only Choice for STX 200A)		NC	☐
W2L	201A STX FX4 Equipment Group: 18" Black Aluminum, LT265/70R18C All Terrains, E-Locking Rear Axle, Skid Plates, Off-Road Tunes Front Shock Absorbers, Monotube Rear Shocks, Hill Descent Control, 6" Black Running Boards, Dual Exhaust w/ Black Tips.	\$	6,424	☐
8B	Seats Unique Cloth 40/Console/40 - Black/Bronze (Only Choice for STX 201A)		NC	☐
191	STX Black Appearance Package: Includes 6" Black Running Boards, 20" Gloss Black Wheels, Black Exterior Badging	\$	1,585	☐
W3L	302A XLT Equipment Group: Request Specs on 302A Package	\$	9,494	☐
FB	Seats Sport 40/Console/40 Black <i>Required to Order 19P XLT Black Appearance Pkg Plus</i>		NC	☐
US	Seats Cloth 40/Console/40 - Medium Dark Slate Gray <i>Required To Order 50M Mobile Office</i>		NC	☐
7B	SeatsCloth 40/Console/40 - Black <i>Required To Order 50M Mobile Office</i>		NC	☐
W3L	303A XLT Equipment Group: Request Specs on 303A Package	\$	13,565	☐
3B	Seats Activex 40/Console/40 Black <i>Required to Order 19P XLT Black Appearance Pkg Plus</i>		NC	☐
US	Seats Cloth 40/Console/40 - Medium Dark Slate Gray		NC	☐
7B	SeatsCloth 40/Console/40 - Black		NC	☐
19P	XLT Black Appearance Package Plus: Includes 20" Gloss Black Painted Aluminum Wheels, 6" Black Running Boards, Body Color Front & Rear Bumpers, Black Exterior Badging, Floor Shifter, Black Grille, Dual Exhaust w/ Black Tips, Dark Interior Appliques, & Activex Seating Material on 303A. <i>19P NOT AVAILABLE WITH 3.5L ECOBOOST</i>	\$	2,200	☐

EXTERIOR COLOR OPTIONS:

YZ	Oxford White	☒	HX	Anitmatter Blue	☐	B1	School Bus Yellow (\$660)	☐	
UM	Agate Black	☐	B3	Atlas Blue	☐	AT	Yellow (\$660)	☐	
JS	Iconic Silver	☐	GR	Green (\$660)	☐	E4	Vermillion Red (\$660)	☐	
M7	Carbonized Gray	☐	MB	Orange (\$660)	☐	D4	Rapid Red Tinted (\$495)	☐	XLT Only

157 Option to 157" Wheelbase - 6.5" Bed ONLY w/ 5.0L ENGINE \$ 962 ☐

DRIVE TRAIN OPTIONS:

99P	2.7L V6 EcoBoost Engine		NC	☐
X19	3.55 Regular Axle		NC	☐
XL9	3.55 Electronic Locking Axle	\$	470	☐
998	3.5L V6 Ecoboost Engine - 3.5L NOT AVAILABLE W/ STX 200A	\$	1,660	☒
X27	3.31 Regular Axle		NC	☒
XL3	3.31 Electronic Locking Axle	\$	420	☐
995	5.0L V8 Engine	\$	1,660	☐
X15	3.15 Regular Axle		NC	☐
XL3	3.31 Electronic Locking Axle	\$	420	☐
XL6	3.73 Electronic Locking Axle	\$	570	☐

OPTIONS:

18B	Black Platform Running Boards - XL	\$	250	☒
67T	Trailer Brake Controller - w/ 2.7L EcoBoost Only	\$	275	☐
53T	Tow Haul Package - Requires 3.5L EcoBoost or 5.0L V8 Engine - Includes Trailer Brake Controller	\$	785	☐
63T	Tailgate Step	\$	445	☐
924	Privacy Glass	\$	100	☒
85H	Back-up Alarm	\$	220	☐
91P	Power 8-Way Driver Seat - N/A w/ Code AS Vinyl 40/20/40	\$	350	☐
KEY	2 Extra Keys	\$	600	☐
PI2	Power Invertor	\$	465	☒
50M	Mobile Office Package - For STX Trim Level	\$	535	☐
50M	Mobile Office Package - For XLT 301A Trim Level	\$	1,045	☐

STIVERS OPTIONS:

LED	4 Corner LED Strobe Lights	\$	699	☐
WT1	All Weather Rubber Mats	\$	199	☐
TB1	Tool Box - Standard (15")	\$	549	☐
TB2	Tool Box - Deep Well (18")	\$	539	☐
BL6	Bed Liner - Drop In (5-1/2")	\$	315	☐
BL6	Bed Liner - Drop In (6-1/2")	\$	345	☐
SL1	Spray-in Bed Liner (5-1/2" bed)	\$	595	☒
SL1	STIVERS BASE LIGHTING PACKAGE	\$	1,550	☒
LB2	STIVERS ALLEGIANT LIGHTBAR PACKAGE	\$	4,600	☒
TN2	Tonneau Cover - Retractable	\$	1,645	☐
TN3	Tonneau Cover - Tri Fold	\$	1,395	☐
CAM	Camper Shell		Request	☐
BS	Bed Slide	\$	1,595	☐
BG	Brush Guard w/ Wraps over Headlamps and Winch	\$	2,949	☒
MX1	Liftgate - Maxon		Request	☐

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

Delivery Address: _____

TOTAL VEHICLE (Required) \$ **55,275**

Customer: CITY OF ORANGE BEACH
Contact: BRUCE NELSON
Phone: 251.981.6166
Email: BNELSON@ORANGEBEACHAL.GOV

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required) _____

DATE (Required): _____

PURCHASE ORDER NUMBER: (Required)

QUANTITY

2025 FORD F150 SUPERCREW 4x4 PICKUP -- STATE CONTRACT T191

CONTRACT NUMBER: MA220000003128-15

CONTRACT AMOUNT: \$41,911

INCLUDES: 2.7L EcoBoost V6 Engine, 10-Spd Auto, 4x4, 145" Wheelbase, 5.5' Bed, Class IV Trailer Hitch w/ 4/7 Pin Connector, Power Windows, Power Door Locks w/ Integrated Key Transmitter Keyless Entry, Power Tailgate Lock, Cruise Control, Black Vinyl Flooring, 17" Silver Steel Wheels, Ford Co-Pilot 360 2.0, 36 Gallon Fuel Tank

EQUIPMENT GROUP OPTIONS

W1L	101A XL Equipment Group (Base Equipment Group on Contract)	\$	41,911	☒
AS	Seats Vinyl 40/ 20 /40 - Medium Dark Slate Gray	NC		☐
CS	Seats Cloth 40/ 20 /40 - Medium Dark Slate Gray	NC		☐
W1L	103A XL Equipment Group: 17" Silver Aluminum Wheels, Chrome Bumpers, & Fog Lamps	\$	1,195	☒
AS	Seats Vinyl 40/ 20 /40 - Medium Dark Slate Gray	NC		☐
CS	Seats Cloth 40/ 20 /40 - Medium Dark Slate Gray	NC		☒
W1F	104A XL HYBRID Equipment Group: Equipped w/ 99D 3.5L Hybrid V6 Engine & HEV 10-Speed Auto Transmission	\$	6,256	☐
	17" Silver Aluminum Wheels, Chrome Bumpers, & Fog Lamps, Auto Temp Control, & 8-Way Power Drivers Seat.			
US	Seats Cloth 40/Console/40 - Medium Dark Slate Gray	NC		☐
W2L	200A STX Equipment Group: 20" Dark Gray Machined Aluminum Wheels, 275/60/20 BSW All Terrain Tires,	\$	4,501	☐
	Rear Privacy Glass, Black & Dark Gray Grill, LED Fog Lamps w/ LED Cornering Lamp, STX Box Side Decal,			
	Front/Rear Body-Color Bumpers, Electronic Rear Window Defroster , Color-Coordinated Carpet Mats			
DB	Seats Unique Sport Cloth 40/Console/40 - Black (Only Choice for STX 200A)	NC		☐
W2L	201A STX FX4 Equipment Group: 18" Black Aluminum, LT265/70R18C All Terrains, E-Locking Rear Axle, Skid Plates,	\$	6,424	☐
	Off-Road Tunes Front Shock Absorbers, Monotube Rear Shocks, Hill Descent Control, 6" Black Running Boards,			
	Dual Exhaust w/ Black Tips.			
8B	Seats Unique Cloth 40/Console/40 - Black/Bronze (Only Choice for STX 201A)	NC		☐
191	STX Black Appearance Package: Includes 6" Black Running Boards, 20" Gloss Black Wheels, Black Exterior Badging	\$	1,585	☐
W3L	302A XLT Equipment Group: Request Specs on 302A Package	\$	9,494	☐
FB	Seats Sport 40/Console/40 Black Required to Order 19P XLT Black Appearance Pkg Plus	NC		☐
US	Seats Cloth 40/Console/40 - Medium Dark Slate Gray Required To Order 50M Mobile Office	NC		☐
7B	SeatsCloth 40/Console/40 - Black Required To Order 50M Mobile Office	NC		☐
W3L	303A XLT Equipment Group: Request Specs on 303A Package	\$	13,565	☐
3B	Seats Activex 40/Console/40 Black Required to Order 19P XLT Black Appearance Pkg Plus	NC		☐
US	Seats Cloth 40/Console/40 - Medium Dark Slate Gray	NC		☐
7B	SeatsCloth 40/Console/40 - Black	NC		☐
19P	XLT Black Appearance Package Plus: Includes 20" Gloss Black Painted Aluminum Wheels, 6" Black Running Boards,	\$	2,200	☐
	Body Color Front & Rear Bumpers, Black Exterior Badging, Floor Shifter, Black Grille, Dual Exhaust w/ Black Tips,			
	Dark Interior Appliques, & Activex Seating Material on 303A. 19P NOT AVAILABLE WITH 3.5L ECOBOOST			

EXTERIOR COLOR OPTIONS:

YZ	Oxford White	☒	HX	Anitmatter Blue	☐	B1	School Bus Yellow (\$660)	☐	
UM	Agate Black	☐	B3	Atlas Blue	☐	AT	Yellow (\$660)	☐	
JS	Iconic Silver	☐	GR	Green (\$660)	☐	E4	Vermillion Red (\$660)	☐	
M7	Carbonized Gray	☐	MB	Orange (\$660)	☐	D4	Rapid Red Tinted (\$495)	☐	XLT Only

157 Option to 157" Wheelbase - 6.5" Bed ONLY w/ 5.0L ENGINE \$ 962 ☐

DRIVE TRAIN OPTIONS:

99P	2.7L V6 EcoBoost Engine		NC	☐
X19	3.55 Regular Axle		NC	☐
XL9	3.55 Electronic Locking Axle	\$	470	☐
998	3.5L V6 Ecoboost Engine - 3.5L NOT AVAILABLE W/ STX 200A	\$	1,660	☒
X27	3.31 Regular Axle		NC	☒
XL3	3.31 Electronic Locking Axle	\$	420	☐
995	5.0L V8 Engine	\$	1,660	☐
X15	3.15 Regular Axle		NC	☐
XL3	3.31 Electronic Locking Axle	\$	420	☐
XL6	3.73 Electronic Locking Axle	\$	570	☐

OPTIONS:

18B	Black Platform Running Boards - XL	\$	250	☒
67T	Trailer Brake Controller - w/ 2.7L EcoBoost Only	\$	275	☐
53T	Tow Haul Package - Requires 3.5L EcoBoost or 5.0L V8 Engine - Includes Trailer Brake Controller	\$	785	☐
63T	Tailgate Step	\$	445	☐
924	Privacy Glass	\$	100	☒
85H	Back-up Alarm	\$	220	☐
91P	Power 8-Way Driver Seat - N/A w/ Code AS Vinyl 40/20/40	\$	350	☐
KEY	2 Extra Keys	\$	600	☐
PI2	Power Invertor	\$	465	☒
50M	Mobile Office Package - For STX Trim Level	\$	535	☐
50M	Mobile Office Package - For XLT 301A Trim Level	\$	1,045	☐

STIVERS OPTIONS:

LED	4 Corner LED Strobe Lights	\$	699	☐
WT1	All Weather Rubber Mats	\$	199	☐
TB1	Tool Box - Standard (15")	\$	549	☐
TB2	Tool Box - Deep Well (18")	\$	539	☐
BL6	Bed Liner - Drop In (5-1/2")	\$	315	☐
BL6	Bed Liner - Drop In (6-1/2")	\$	345	☐
SL1	Spray-in Bed Liner (5-1/2" bed)	\$	595	☒
SL1	STIVERS BASE LIGHTING PACKAGE	\$	1,550	☒
ST1	STIVERS SLICKTOP LIGHTBAR PACKAGE	\$	5,400	☒
TN2	Tonneau Cover - Retractable	\$	1,645	☐
TN3	Tonneau Cover - Tri Fold	\$	1,395	☐
CAM	Camper Shell		Request	☐
BS	Bed Slide	\$	1,595	☐
BG	Brush Guard w/ Wraps over Headlamps and Winch	\$	2,949	☒
MX1	Liftgate - Maxon		Request	☐

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

Delivery Address: _____

TOTAL VEHICLE (Required) \$ **56,075**

Customer: CITY OF ORANGE BEACH
Contact: BRUCE NELSON
Phone: 251.981.6166
Email: BNELSON@ORANGEBEACHAL.GOV

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required) _____

DATE (Required): _____

PURCHASE ORDER NUMBER: (Required)

QUANTITY **2**



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 17, 2024**

Departments: City Clerk

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

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-07-25 25-xxx Authorize Law Enforcement Services Contract Baldwin County Sheriff
2. 2024.12.14 Law Enforcement Service Agreement Baldwin County Sheriff Police

RESOLUTION NO. 25-xxx

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

FINDINGS:

1. The City of Orange Beach desires to contract with Baldwin County for law enforcement services.
2. The Sheriff of Baldwin County and the City of Orange Beach Police Department have reached an agreement (attached Exhibit A) for the Sheriff to furnish the City of Orange Beach with law enforcement services upon request.
3. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
4. The term of this agreement shall be from January 1, 2025, to December 31, 2025.

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

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

ADOPTED THIS 7th DAY OF JANUARY, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 7, 2025.

City Clerk

STATE OF ALABAMA)

COUNTY OF BALDWIN)

CONTRACT FOR LAW ENFORCEMENT SERVICES

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

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

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

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

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

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

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

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

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

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

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

2. **Authority to Act:** Municipality does hereby vest in the Sheriff of Baldwin County including each sworn officer and deputy of the Sheriff, who from time to time may be assigned under this Agreement the police powers of Municipality which are necessary to implement and carry forth the services, duties, and responsibilities hereby imposed upon the Sheriff. The Sheriff and any Officers of the Sheriff are hereby vested, without limitation, with the power to enforce the ordinances of Municipality, to make arrests incident to the enforcement thereof, and to do such other things and perform such other acts as are necessary with respect thereto.
3. **Enforcement of Laws:** The Sheriff shall, to the extent allowed by law, enforce Federal, State and local laws applicable within the jurisdiction of the Municipality. The deputies provided under this Agreement by the Sheriff will have a general familiarity with the code of ordinances of Municipality, and Municipality will provide adequate copies of books of ordinances of Municipality for this purpose at no cost to the Sheriff.
4. **Purpose:** The purpose of this Agreement shall be to provide Municipality and the citizens represented by Municipality with enhanced law enforcement by and through the Baldwin County Sheriff's Office.
5. **Term:** The term of this Agreement shall be from January 1, 2025, to December 31, 2025. Any party may terminate this Agreement without cause or further liability to the other, upon thirty (30) days written notice to the other parties to this Agreement. Notwithstanding this provision, nothing herein written shall bind the Office of Sheriff or the County beyond the current term of office of the currently elected Sheriff.

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

6. **Notice:** Notices required to be given hereunder shall be given to the following persons:
 - a) Sheriff of Baldwin County, AL
320 N. Hoyle Ave.
Bay Minette, AL 36507;
 - b) City of Orange Beach
Attn: City Clerk
P.O. Box 458
4099 Orange Beach Blvd
Orange Beach, AL 36561

With a required Copy to the City Attorney:
P.O. Box 458
Orange Beach, AL 36561
7. **Provision of Services by the County:** The Municipality shall pay (reimburse) to the Baldwin County Sheriff's Office the overtime rate of pay of deputies for the amount of time expended on duty in the Municipality. The County is hereby acting in approval and agreement of the sufficiency of the funds as provided by the Municipality for the anticipated services.

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

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

All fines and forfeitures rendered in any court as a result of such charges made by the contract deputy, within the municipal limits and its police jurisdiction shall be distributed to the Municipality as provided by the laws of the State of Alabama and the rules of the District and Circuit Courts of Baldwin County.
11. **Municipal Law Enforcement Policy:** The Sheriff may confer with the Municipality regarding law enforcement problems within the Municipality and may consider general policy direction from the Municipality. Such consideration may include direction concerning how its services are delivered, and to what geographic area of the Municipality a particular type or level of service should be delivered, in order to counteract law enforcement problems within the Municipality. In the event that a concern arises over the general policy direction of the Municipality, the Sheriff may meet and confer with the Municipality on policy matters regarding the delivery of such services and attempt to resolve any dispute or misunderstanding between them. The deputy or deputies assigned under this Agreement, however, shall, at all times, remain under the singular and exclusive control of the Sheriff. They shall not be controlled by, nor shall they be under the authority of, the Municipality, and nothing in this Agreement shall be construed to give Municipality the right of control over the deputy or the deputy's time.

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

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

Attest

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

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

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

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

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

_____/_____
Matt McKenzie / Date
Chairman, Baldwin County Commission



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 17, 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 Lifeguard Building in an amount not to exceed \$52,800. (JS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-07-25 25-xxx Authorize Task Order McCollough Architecture Lifeguard Building
2. 2024.12.09 Task Order McCollough Architecture Lifeguard Building

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
TASK ORDER WITH MCCOLLOUGH ARCHITECTURE, INC.
TO PROVIDE DESIGN SERVICES FOR A
LIFEGUARD BUILDING
IN AN AMOUNT NOT TO EXCEED \$52,800**

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 Fire Department 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 new Lifeguard 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 \$52,800.00 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 7th DAY OF JANUARY, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 7, 2025.

City Clerk



TASK ORDER AUTHORIZATION

TASK ORDER NO. 28

CITY OF ORANGE BEACH - PERFORMANCE CONTRACT

ARCHITECTURAL SERVICES

This Task Order is for the Architectural, mechanical, electrical and plumbing engineering services for the approximately 10,000 s.f. (6,250 H/C s.f. and 3,750 s.f. Garage Bay) Life Guard Building for the City of Orange Beach, Alabama. The estimated construction budget for this project is approximately \$1,000,000.00 for a pre-engineered metal building. *Please note the costs of construction is an estimate provided by the City.* This includes the City handling Civil Engineering, Geotechnical Report, Surveying as well as self-performing the sitework and landscaping. It is understood that Structural Engineering will be handled by the Pre-Engineered Metal Building Company.

The cost for completing this work shall be a lump sum fee of **\$52,800.00.**

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

Firm Name

Printed Name

Date

Title

RECOMMENDED FOR APPROVAL

Signature

Date

Title

APPROVED BY CITY OF ORANGE BEACH

Signature

Date

Title



EXHIBIT A

TASK ORDER NO. 28

CITY OF ORANGE BEACH, ALABAMA

SCOPE OF WORK:

This Task Order is for the Architectural, mechanical, electrical and plumbing engineering services for the approximately 10,000 s.f. (6,250 H/C s.f. and 3,750 s.f. Bay) Lifeguard Building for the City of Orange Beach, Alabama. This includes the City handling Civil Engineering, Geotechnical Report, Surveying as well as self-performing the sitework and landscaping. It is understood that Structural Engineering will be handled by the Pre-Engineered Metal Building Company.

SPECIFIC TASKS TO BE COMPLETED INCLUDE:

- The architect will provide Schematic Design drawings.
- The architect will provide Design Development drawings.
- The architect will provide Construction Drawings with mechanical, electrical and plumbing engineering as well as coordinate with the civil engineer.
- The architect will provide a Project Manual.
- The architect will Bid and Negotiate the Project.
- The architect will perform Monthly Construction Administration during the Construction Phase.

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

- The architect will provide Schematic Design drawings within 20 days.
- The architect will provide Design Development Drawings within 30 days.
- The architect will provide Construction Drawings including Architectural, Electrical, Mechanical and Plumbing 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. 28

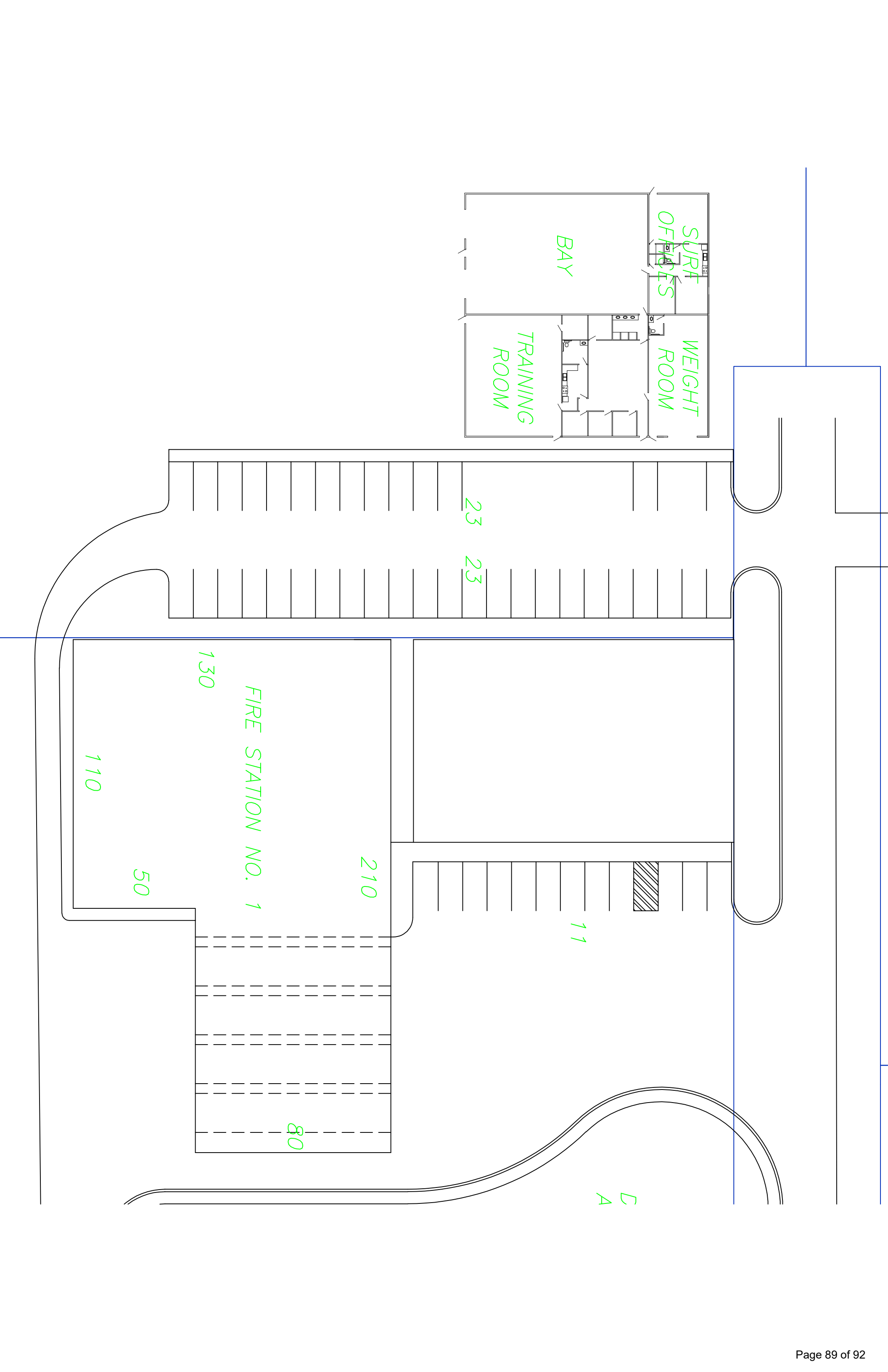
MAN – HOUR RATES FOR ADDITIONAL SERVICES (IF NEEDED)

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 (\$11,500.00)
- Design Development (\$11,500.00)
- Construction Drawings and Project Manual sufficient for Permit (Lump-sum \$23,000.00)
- Bid and Negotiate Project (Lump-sum \$400.00)
- Perform Monthly Construction Administration during Construction Phase. (\$6,400.00 to be divided up into 8-month Construction phase (\$800.00 per month))

END OF EXHIBIT B





**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 17, 2024**

Departments: Community Development

Description of Topic: Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1202-PUDA-24, Terry Cove Harbor PUD, Lot 231 Rear Setback Variance. (Suggested date 1/7/2025) (GP)

Background/Description: Vince Burchfield requests approval of a minor amendment to the Terry Cove Harbor Planned Unit Development (PUD) Master Plan to allow for an encroachment of 5 feet into the 5-foot rear setback for a new single-family house to be constructed on Lot 231 at 26691 Terry Cove Drive. The rear side of this lot abuts a wilderness conservation area.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 17, 2024**

Departments: Community Development

Description of Topic: Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0103-PUD-25, Lost Bay PUD. (Suggested date 1/21/2025) (GP)

Background/Description: DR Horton, Inc. - Birmingham requests Preliminary and Final PUD Approval to rezone 27.8 acres from General Business (GB) to Planned Unit Development (PUD) for the purpose of converting a multi-family residential development with 82 units into a townhouse subdivision containing 82 lots. The property is located south of the Brett/Robinson Laundry Facility and Posh Interiors and west of The Island Church.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 17, 2024**

Departments: Community Development

Description of Topic: Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1006-PUDA-24, Turquoise Place PUD Modification, Turquoise Place South Lot on January 7, 2025.

Background/Description: Forrest Daniell & Associates, on behalf of Larry Wireman, requests approval of a **Major PUD Modification** to the Turquoise Place Planned Unit Development (PUD) Master Plan for a six-unit condominium with a clubhouse and rooftop pool deck amenities on 1.17 acres between the Turquoise Place and The Palms Condominium. The property is located at 26302 Perdido Beach Boulevard.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None