



City of Foley, AL

The City of Foley Public
Athletic & Sports Facilities
Cooperative District
407 E. Laurel Avenue
Foley, Alabama 36535

Meeting Minutes - Final

Public Athletic and Sports Facilities Cooperative District

Monday, February 15, 2016

3:00 PM

Conference Room

Call to Order

Chairman Floyd Davis called the Public Athletic and Sports Facilities Cooperative District meeting at 3:00 p.m.

Roll Call

Chairman Davis announced all members were present with the exception of Mr. Welytok. Mayor Koniar asked if Mr. Welytok if he would like to be replaced if could not make the meetings. Chairman Davis reported that this was a fair question and Mrs. Southern reported that she had not heard from him. Chairman Davis reported that he will reach out to him to see if he is still interested or if he his schedule has gotten so busy that it is inconvenient for him to attend.

Others present: Vickey Southern, Mike Thompson, Jeff Rouzie, Don Staley, Matt Denaburg and James Adams.

Present: 4 - Floyd A. Davis, Keith Newton, Charles J. Ebert. III and J Koniar

Absent: 1 - Mark Welytok

Approval of the Minutes

[15-0765](#)

12-18-2015 PASFCD MINUTES

Attachments: [12-18-2015 PASFCD MINUTES - DRAFT.pdf](#)

A motion was made by Member Charles J. Ebert. III, seconded by Member J Koniar, that the Minutes be approved. The motion carried by an unanimous vote.

New Business

New Business

[16-0088](#)

Consider Stormwater Easement Agreement (AKA Drainage Facilities and Easement Agreement)

Attachments: [East Pride Drive Easement v9 RLL.pdf](#)
[East Pride Drive Exhibit showing pipe and pond.pdf](#)
[East Pride Drive Easement Exhibit 2.pdf](#)
[East Pride Drive Easement Exhibit 3.pdf](#)

Mr. Thompson reported the agreement in the packet is between the City of Foley, PASFCD and CIEDA that allows for the water coming off of the asphalt of the City's parking lot on the west side of Pride Drive, that is now being constructed, to move the water into a two acre retention pond that CIEDA has recently built on the east side of Pride Drive. In return for us being allowed to put our storm water from our parking lot into their retention pond, the City is going to allow them to connect to our storm drainage infrastructure at the point that they build on their six acres north of our asphalt parking lot. Their six acres will have a requirement that their stormwater will have to be collected also. CIEDA has funded the collection pond and the City has funded the collection pipes. CIEDA's attorney, Link Lobler, and City attorney, Casey Pipes, have negotiated the agreement and Mrs. Southern has a signed agreement from them. Mrs. Southern reported this will also have to go through the City Council and it is also on the City Council meeting today. Mr. Thompson asked for a motion that the PASFCD is in agreement with the storm water easement.

Mr. Newton made a motion to approve the resolution agreement as presented and Mr. Ebert seconded the motion. The vote passed by unanimously.

Enactment No: 16-0030-PASFCD

[16-0095](#)

Consider the Acceptance of a Small Right-of-Way Easement for the Entranceway Off the North Roundabout.

Attachments: [ACCESS & UTILITY EASEMENT PASFCD PCEFCDD.pdf](#)

Mr. Thompson referred to Slide 3 entitled "Sand Volleyball" as attached and made a part of the permanent minutes upon adoption. When you look at the diagram "Beck Road" has been labeled "Pride Drive" until it reaches CR20. In looking at the round about on the north end of Pride Drive there is approximately a quarter of an acre owned by CIEDA that the City's road crosses over and goes into our parking lot. There is an easement agreement that allows the City to build the road way over CIEDA property. Not sure it was subdivided that way but it was done when Glen Bilbo owned the property. The agreement has been approved by both CIEDA's attorney and the City's attorney. Mrs. Southern has the original signed agreement. The City needs to move forward with constructing the parking lots and this was the quickest way to get this done. The City can look at possibly obtaining the property at a later date.

Mr. Ebert made a motion to approve File ID 16-0095 for the easement agreement. Mr. Newton seconded the motion and the vote passed unanimously.

Enactment No: 16-0031 PASFCD

[16-0105](#)

Approving a cross easement for grounds, facilities and other services or maintenance between the Public Athletic and Sports Facilities Cooperative District and the Public Cultural and Entertainment Facilities Cooperative District

Mr. Thompson reported Matt has a presentation. Some of the use of the bond money we want to use will be for the facilities that will physically be on Public Athletic & Sports Facilities Cooperative District (PASFCD) property and not on

the Public Cultural & Entertainment Cooperative District (PCEFCD) property. We are talking about the bond for the PCEFCD but portions of the bond money will be used on facilities that are physically on the PASFCD property. In speaking with City Attorney Heyward Hosch he recommends the PASFCD to agreement to a cross easement of grounds with the PCEFCD, and the PCEFCD to agreement to a cross easement of grounds with the PASFCD. This allows them to do what is best for the overall development.

Mr. Matt Denaburg, HPM, reported he took over Nick's spot. They had the budget, which he handed out, of the latest rendering of the Foley Event Center. The overall proceeds for the bond was \$15,429,347.15. They contracted and have commitments to GMC for architectural design (\$765,217) and HPM commitment (\$902,400) as well. These are considered soft costs.

Mr. Thompson reported the reason the cost is \$15,429,347.15 instead of \$16 million is we bonded \$16 million and received \$16 million but they reimbursed the City's General Fund for the property and legal expenses to purchase the property and that was approximately \$550,000.

Mr. Denaburg continued to report that now that the soft costs have been taken out there are four items that will be purchased and placed on the sports complex side and they include: Lawn Equipment (quote \$372,725); Sand Volleyball (Allowance \$150,000) for 6 courts per acre; Maintenance Building (\$200,000 Allowance); and Portable Concessions and Restrooms (\$250,000 Allowance). They've been given a \$750,000 allowance for Event Center (FF&E) Furniture, Fixtures, & Equipment. There is a \$500,000 owner contingency for anything that comes up along the way, i.e. changes that might occur, construction of anything that might come up. Special inspections allowance for \$105,000 for welding inspections, etc. Then there is a little less than 1% (\$120,000) owner IT/Infrastructure allowance. This brings the balance to \$11,314,005 for the construction bid to include building, earthwork, site improvements, utilities, and design contingency. If there are no design changes we can subtract the design contingency of \$445,000 that brings the total available to \$10,867,800 for a 90,565 total square feet, estimated at \$120/sq. ft. Yann, Design Architect, is in agreement with this so that brings us to 6 full basket ball courts and 12 volley ball courts.

Mr. Denaburg reported the maintenance equipment included a Jerry Pate Turf mower at a cost of \$337,934.69 and a Kubota tractor at \$35,000. The maintenance building will be placed on the southeast side of Court 2. The quote for the metal building and slab is \$83,788.50 and Sted McCollough sent him the design layout. They will have three other packages for general trades to fit out the interior space. He showed a layout of the concessions (indicated by a B on the layout) and restroom trailers (indicated by a C on the layout) in between fields 11 and 12, and 9 and 10 and another restroom pad on the east side of field 8 and the parking lot.

The 12 court schematic design shows level one as the playing level with 77,251 SF and has a mezzanine on the east and west side of the second floor. On the west side of the second floor there is a storage area and on the east side there are some flex rooms, offices, and restrooms, which holds 13,314 SF. This is B2 type construction, which means that in order to meet the fire code there has to be 60' clearance on both sides of the building, which the architect has included in the plans so that future development will not interfere with the

City's current building design. Mr. Thompson reported there will be some type of connectivity with some hoteliers and the hotelier is interested in building a fairly large structure for breakout space for the hotel. This is important to know because of the interaction between PASFCD, PCEFCD, CIEDA and hotelier's buildings.

Chairman Davis asked if the City had a storage unit for the trailers. Mr. Thompson reported they are designed to stay on the pads and then they can be moved from the pads if we have a need to take them to Graham Creek for some reason. Mr. Rouzie reported the Baldwin County Public Health Department has met with them and they were told they are considered as a permanent structure. If we have a hurricane then two of the trailers can be stored in the maintenance building and the rest can go into the Event Center. Mr. Thompson further reported, based upon what the City is wanting to do with the \$16 million in PCEFCD there are a few items that will be moved back and forth between the PASFCD and PCEFCD.

The following is a summary of what was discussed regarding the event center:
SEATING - The event center does not have stadium seating; however, there will be portable bleachers available. Chairs will be purchased and will be available for rent. Chairs will range in price according to the type of chair being rented. The event center will hold around 5,000 people or less for a concert.

SIZE - 90,565 SF total. There is 77,251 SF on the lower level. Level Two contains 13,314 SF and consists of storage, pre-function room, flex rooms, offices, and restrooms. The only other event center in Baldwin County that comes close to this is The Wharf at 21,000 SF.

STAGE - The event center will have a portable, round stage; the ceiling has some lighting capabilities.

STORAGE - Storage is located on both levels. Assuming the storage space on the lower lever is 60x30' and there are four storage areas there would be approximately 7200 SF of storage space on the lower level. On the upper lever, if you assume the storage area is 140x30 this would provide at least 4200 SF. This does not include the 22' 51/4" by the stairwell or the 22' 51/2" by the service elevator and stairwell. This would be approximately 11,400 SF. Mr. Denaburg reported there was enough storage space but actual figures were not given.

TYPES OF EVENTS TO BE HELD IN THE EVENT CENTER - The event center will have the capacity to hold 12 tennis courts, 12 sand volley ball courts, or 6 basket ball courts; cheerleading, dance and gymnastics competitions; wrestling, indoor archery, trade shows, Car, RV and Boat shows, meetings, conventions, high school prom, concerts, etc. Depending on the size of the event there will be curtains that can be drawn to ensure that the room meets the need of the renter.

KITCHEN - There is a full kitchen on the bottom floor and the equipment is included in the costs.

Mr. Thompson reported there is an event center in Montgomery next to the Hampton Bowl that is used for athletic events that is similar to the one Foley is

building. Mr. Staley reported the University of Alabama brings in chairs with a permanent reservation and most organizations rent the chairs.

There was a question regarding the "Current Plan 90,565 SF" total. Mr. Thompson reported that when they first began discussions regarding the multi-use fields they started off with 12 fields and 12 volley ball courts. Mr. Staley went to conferences and events, and learned that the game changed for out-door fields. He learned we needed 16 fields instead of 12 so they upped the number of fields to 16. Then they had the idea of going up to 16 volley ball courts for the indoor events center, which then would have been 104,000 SF; however, they have a budget that they wanted to stay within. The first design had more courts, but the second design has a huge kitchen and they felt that it would create more opportunities for additional revenue. Mr. Staley has one person that does 16 events per year of sand volley ball if we create sand volley ball courts and the second design allows for 12 volley ball courts to do those events.

Mr. Thompson reported he is asking for the PASFCD's approval to agree to a resolution that would allow a cross easement agreement between the PASFCD and PCEFCD. When you close this meeting and open the PCEFCD meeting we will ask you to do the same thing but will not ask you to sit through whole presentation again.

Mr. Ebert asked what the additional cost would be to go to 16 courts. Mr. Thompson reported it would cost an additional \$2 million. Mr. Ebert asked Mr. Staley what his thoughts were on the difference between the 12 and 16 courts and if there were enough events in the 12 court range, 12 volley ball and 6 basket ball, and would that be the primary use. Mr. Staley reported no that when you look at the whole volley ball is not the end all, be all. It is just one of the sports they will bring in. There will be gymnastics, cheerleading, etc. When the hotels hire someone to promote meetings, conventions, tours, etc. then the size is important. He would rather have 16 courts but can live with 12 courts and stay within the budget. If needed he can partner with Foley High School, Foley Elementary, Orange Beach. Mr. Thompson reported to keep in mind that the wings are made for expansion to grow northward or southward.

Mr. Koniar made a motion to approve the cross easement agreement between the Public Athletic and Sports Facilities Cooperative District and the Public Cultural and Entertainment Facilities Cooperative District. Mr. Newton seconded the motion and the vote passed unanimously.

Enactment No: 16-0032 PASFCD

Visitor Comments

There were no visitor comments.

Adjourn

Mr. Koniar made a motion to adjourn and Mr. Ebert seconded the motion. The meeting adjourned at 3:36 p.m.