



AGENDA  
REGULAR COUNCIL MEETING  
CITY OF GULF SHORES, ALABAMA  
FEBRUARY 8, 2016  
4:00 PM

**1. Call To Order**

**2. Invocation**

A. Deputy Fire Chief Keith Martin

**3. Pledge Of Allegiance**

**4. Roll Call**

**5. Approval Of Minutes**

A. Approval Of Minutes:  
January 25, 2016 - Regular Council Meeting  
February 1, 2016 - Special Meeting  
February 1, 2016 - Council Work Session Meeting

**6. Approval Of Expense Vouchers**

**7. Presentation Of Petitions, Requests And Communications**

A. Award Presentation - City Of Gulf Shores Recreation Division

B. Public Assembly Permit Application - Spikeball Tournament

Documents: [ASSEMBLY PERMIT APPLICATION - SPIKEBALL.PDF](#)

C. Film Permit Application - Leftfield Entertainment - Docu-Series

Documents: [FILM PERMIT APPLICATION - LEFTFIELD ENTERTAINMENT.PDF](#)

**8. Public Hearing**

A. Ordinance - Amend Zoning Ordinance - Pier Structures

Documents: [ORD. - AMEND Z.O. - PIER STRUCTURES.PDF](#), [LLPS - PIER STRUCTURES.PDF](#)

B. Ordinance - Amend Zoning Ordinance - Governmental Use

Documents: [ORD. - AMEND Z.O. - GOVERNMENTAL USE.PDF](#)

C. Ordinance - Amend Zoning Ordinance - Gross Floor Area

Documents: [ORD. - AMEND Z.O. - GROSS FLOOR AREA.PDF](#)

D. Ordinance - Amend Zoning Ordinance - Novelty Architecture

Documents: [ORD - AMEND Z.O. - NOVELTY ARCHITECTURE.PDF](#)

## **9. New Business**

- A. Resolution - Authorize MOU Agreement Baldwin County Commission - Emergency Management Support Facility

Documents: [RESO - MOU BALDWIN COUNTY COMMISSION.WP.PDF](#), [MOA - BALDWIN COUNTY EMA EMSF MOA \(2\).PDF](#)

- B. Resolution - Authorize NAIA Track And Field Championship Timing Service Agreement

Documents: [RESO - AUTHORIZE AGREEMENT - NAIA TRACK AND FIELD TIMING SERVICE.WP.PDF](#)

- C. Resolution - Award Bid - Traffic Signs, Parts And Accessories

Documents: [RESO - AWARD BID - SIGNS, MARKERS, SIGN POSTS, ETC.WP.PDF](#)

- D. Resolution - Award Bid - Various Irrigation Supplies

Documents: [RESO - AWARD BID - VARIOUS IRRIGATION SUPPLIES.WP.PDF](#)

- E. Resolution - Award Bid - Vehicle Purchase

Documents: [RESO - AWARD BID - JEEP PUBLIC WORKS DEPARTMENT.WP.PDF](#)

- F. Resolution - Declare Certain Property Surplus

Documents: [RESO - DECLARE CERTAIN PROPERTY SURPLUS.WP.PDF](#)

- G. Ordinance - Taxi Franchise Approval - Coastal Express Shuttle

Documents: [ORD - TAXI FRANCHISE APPROVAL - COASTAL EXPRESS SHUTTLE.PDF](#)

## **10. Committee Reports**

### **11. Staff Reports**

### **12. Hearing Of Persons Not Listed On Formal Agenda**

### **13. Adjourn**

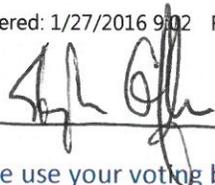
## Emily Tidwell

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**From:** Emily Tidwell  
**Sent:** Wednesday, January 27, 2016 9:02 AM  
**To:** Edward J. Delmore; Hartly Brokenshaw; Andy Bauer; Mark Acreman; Brandan Franklin; Grant Brown  
**Cc:** Wanda Parris; Alicia Talley; Carla Estill  
**Subject:** FW: Message from KM\_C224e  
**Attachments:** SKM\_C224e16012709040.pdf

Tracking:	Recipient	Delivery	Read	Response
	Edward J. Delmore	Delivered: 1/27/2016 9:02 AM	Read: 1/27/2016 9:53 AM	Approve: 1/27/2016 1:53 PM
	Hartly Brokenshaw	Delivered: 1/27/2016 9:02 AM	Read: 1/27/2016 9:25 AM	Approve: 1/27/2016 9:39 AM
	Andy Bauer	Delivered: 1/27/2016 9:02 AM	Read: 1/27/2016 9:35 AM	Approve: 1/27/2016 9:43 AM
	Mark Acreman	Delivered: 1/27/2016 9:02 AM	Read: 1/27/2016 9:11 AM	Approve: 1/27/2016 9:11 AM
	Brandan Franklin	Delivered: 1/27/2016 9:02 AM	Read: 1/27/2016 2:32 PM	Approve: 1/27/2016 2:33 PM
	Grant Brown	Delivered: 1/27/2016 9:02 AM		Approve: 1/27/2016 9:08 AM
	Wanda Parris	Delivered: 1/27/2016 9:02 AM	Read: 1/27/2016 9:27 AM	Approve: 1/27/2016 9:28 AM
	Alicia Talley	Delivered: 1/27/2016 9:02 AM	Read: 1/27/2016 9:04 AM	
	Carla Estill	Delivered: 1/27/2016 9:02 AM	Read: 1/27/2016 9:12 AM	

CITY ADMINISTRATOR

 1/27/16

Please see the attached assembly permit for Spikeball. Please use your voting buttons to Approve/Reject.

Thank you ☺

Emily

## Emily Tidwell

Executive Office  
Administrative Assistant II  
PO Box 299  
203 Clubhouse Drive, Suite B  
Gulf Shores, AL 36542  
[www.gulfshoresal.gov](http://www.gulfshoresal.gov)

Phone (251) 968.1126

Fax (251) 968.4459

**Application for a Public Assembly Permit must be submitted to the City Clerk at least thirty (30) days prior to the date of the proposed assembly.**

**APPLICATION FOR PUBLIC ASSEMBLY PERMIT  
AS REQUIRED BY SECTION 11-20 ET SEQ. OF  
THE CODE OF ORDINANCES OF  
THE CITY OF GULF SHORES, ALABAMA**

Date: 1/21/16

ORGANIZATION/SPONSOR Spikeball

ADDRESS \_\_\_\_\_

AGENT OR REPRESENTATIVE Brady Paulk

TELEPHONE NUMBER (home) \_\_\_\_\_ (business) \_\_\_\_\_

Email ADDRESS bpaulk8711@gmail.com

It is respectfully requested that a Public Assembly Permit be issued to the above named organization or sponsor.

The following required information is submitted for the review and approval of the appropriate City Departments and the City Council:

a. Purpose of the Public Assembly: To host a Spikeball Tournament.

Spikeball is a 2 on 2 sport. Mix between volleyball and four square played on a small net.

b. Dates of the Assembly: Saturday, April 2nd

c. Time of the Assembly: from 10 A.M. to 5 P.M.

d. Estimated number of Participants/Attendees: 20-50

e. Estimated number of Vendors: 0

f. Location of Assembly (legal description of property if known): on the beach, area near the haqnout.

g. Owner of Property: City of Gulf Shores Public Beach

Supply to Clerk a letter from owner of property permitting use for activity, if not owned by applicant.

- h. If applicant will need to use City employees for any part of the preparation and clean-up of the site, a separate agreement with the City will be required before issuance of the Permit.
- i. Applicant shall guarantee payment of business licenses and sales tax, if applicable to function.
- k. **Required attachments -- detailed explanation, including drawings and diagrams where applicable, of the prospective plan of the Permittee to provide for the following, as appropriate:**
  - (1) Police and fire protection (describe on-site security; Gulf Shores Police will do routine patrol and will respond to calls.)
  - (2) Food and water supply and facilities
  - (3) Health and sanitation facilities (specify number of portable toilet facilities to be furnished)
  - (4) Medical facilities and services including emergency vehicles and equipment
  - (5) Vehicle access and parking facilities (If the proposed public assembly is expected to require more parking than can be provided at the location of the assembly, the applicant must submit plans showing where additional parking will be provided and a letter from the owner of the property granting approval for such use.)
  - (6) Camping and trailer facilities
  - (7) Illumination facilities
  - (8) Communications facilities
  - (9) **Signage - Signage placement must be shown on diagram, comply with the City's Zoning Ordinance (Ordinance #1584, Chapter 18, Article XVI, Signs) and be approved by the Recreation and Cultural Affairs Director (or his agent) prior to the issuance of the Permit.**
  - (10) Noise control and abatement
  - (11) Facilities for daily clean up and waste disposal; final cleanup will be done within 24 hours after close (grease or oil disposal shall be monitored)
  - (12) Insurance and bonding arrangements -- Binder or other proof of coverage in proper amount shall be in the hands of the Clerk no later than five (5) days before the first day of the event.

H.) Not needed

I.) N/A

K.) 1.) No Sercuity is Anticipated

2.) We could supply the water since it's such a small event and competitors can bring there own food and we will encourage them to eat at local resturants (The hangout) for lunch.

3.) Not needed public restrooms will work fine.

4.) Not anticipated

5.) Public beach Parking will accomdate us.

6.) Not nedded.

7.) Not Needed.

8.) Not Needed.



The space outlined in yellow is roughly what we would need to run this tournament. The location is not a big deal any area along this photo will work I just made that as an example.

10.) Noise should not be a factor.

11.) N/A

12.) Any insurance that is needed for the tournament I can get through Spikeball Inc. or if there is anything that needs to be done through the city. Just let me know how I should proceed further.

Application for Commercial Film, Video, and Audio Production must be submitted to the City Clerk at least thirty (30) days prior to the date of the proposed production.

**APPLICATION  
FOR COMMERCIAL FILM,  
VIDEO, AND AUDIO PRODUCTION  
AS REQUIRED BY CHAPTER 11, CRIMINAL CODE,  
ARTICLE VI. COMMERCIAL FILM AND VIDEO  
PRODUCTIONS, SECTION 11-80. COMMERCIAL FILM,  
VIDEO, AND AUDIO PRODUCTIONS PROHIBITED  
WITHOUT PERMIT**

Date: 1/27/2016

ORGANIZATION/SPONSOR Leftfield Entertainment

ADDRESS 460 West 34th St, FL 16

CITY New York STATE NY ZIP 10001

AGENT/REPRESENTATIVE Ben Cadwallader EMAIL \_\_\_\_\_

CONTACT NUMBERS \_\_\_\_\_ BUS. \_\_\_\_\_ CELL \_\_\_\_\_

WHEREAS, the City Council has determined that the conducting of commercial film, video, and audio production activities within the corporate limits and police jurisdiction of the City must be reasonably regulated and limited in the interests of public safety and welfare and the protection of both public and private property rights and interests;

Ordinance No. 1619 adopted by the City Council of the City of Gulf Shores on September 27, 2010 amended Chapter 11, of the CRIMINAL CODE, of the *Code of Ordinances*, adopted July 24, 1989, by the addition of Article VI, Commercial Film and Video Productions, as follows:

APPLICATION FOR COMMERCIAL FILM, VIDEO AND AUDIO  
PRODUCTIONS PERMIT

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**Chapter 11 - Criminal Code**

**ARTICLE VI. COMMERCIAL FILM AND VIDEO PRODUCTIONS**

**Section 11-80. Commercial Film, Video, and Audio Productions**

**Prohibited Without Permit** - Except as otherwise provided in this Article VI, no motion picture, video production, or audio production may be filmed, taped or otherwise recorded at any public or private site within the corporate limits or police jurisdiction of the City of Gulf Shores unless a permit has been issued by the City of Gulf Shores for such activity.

Any individual, business, organization, or institution, that is paid, reimbursed, or provided any measure of financial or in-kind support for any costs associated with an audio, film, or video production must obtain a permit prior to working in the City or its police jurisdiction. This applies not only to those shooting feature films or network or cable video programming, but also to those who capture audio or footage for documentaries, commercials, product demonstrations, web sites, or training films; provided, however that no permit shall be required for the following production activities:

- (a) Filming or recording current news.
- (b) Filming or recording for private or family use.
- (c) Filming or recording for use in a school project.
- (d) Filming or recording by or at the direction of the City.
- (e) Filming or recording for the transmission of live entertainment to large-screen monitors within an approved live entertainment venue.
- (f) Filming or recording entirely within a legally established, properly zoned, and properly licensed commercial motion picture, television, radio or photography studio, so long as city resources are not required for such filming.

## APPLICATION FOR COMMERCIAL FILM, VIDEO AND AUDIO PRODUCTIONS PERMIT

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It is respectfully requested that a CFVAP Permit be issued to the following named organization or sponsor: Leftfield Entertainment

The following required information is submitted for the review and approval of the appropriate City Departments and the City Council:

- a. Purpose of Production: Docuseries on small business renovation
- b. Dates of Production: Various dates between Monday, 2/1/16 - Sunday, 5/1/16
- c. Time of the Production: from 8:00am to 6:00pm
- d. Estimated number of Participants/Attendees: approx 10 crew / 3 talent
- e. Estimated number of Vendors: None
- f. Location of Production (address and/or legal description of property)  
Corner East 2nd Street and East 24th Avenue, Gulf Shores, AL  
Various B-Roll on Public Property
- g. Owner of Property: Jim Shamburger

Supply to Clerk a letter from owner of property permitting use for activity, if not owned by applicant.

FEE of \$250.00 SHALL BE PAID AT TIME OF APPLICATION.

h. If applicant will need to use City employees for any part of the preparation and clean-up of the site, a separate agreement with the City will be required before issuance of the Permit.

i. Applicant shall guarantee payment of business licenses and sales tax, if applicable to function.

(1) Police and fire protection (describe on-site security; Gulf Shores Police will do routine patrol and will respond to calls.)

(2) Food and water supply and facilities

(3) Health and sanitation facilities (specify number of portable toilet facilities to be furnished)

(4) Medical facilities and services including emergency vehicles and equipment

## APPLICATION FOR COMMERCIAL FILM, VIDEO AND AUDIO PRODUCTIONS PERMIT

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- (5) Vehicle access and parking facilities (If the proposed public assembly is expected to require more parking than can be provided at the location of the assembly, the applicant must submit plans showing where additional parking will be provided and a letter from the owner of the property granting approval for such use).
- (6) Camping and trailer facilities
- (7) Illumination facilities
- (8) Communications facilities
- (9) Noise control and abatement
- (10) Facilities for daily clean up and waste disposal; final cleanup will be done within 24 hours after close (grease or oil disposal shall be monitored)
- (11) Insurance and bonding arrangements -- Binder or other proof of coverage in proper amount shall be in the hands of the Clerk no later than five (5) days before the event.

The following required information is submitted for the review and approval of the appropriate City Departments and the City Council:

### **Permit Application and Fees**

- (a) A completed permit application, together with the required fee as provided below, must be filed with the City Clerk no fewer than thirty (30) business days prior to the date that production is to begin.

The application shall include the following information in form and detail as shall be specified on the City's permit application form:

- (1) The identification and contact information of the permit applicant including Federal Tax ID Number or Social Security Number;  
46-5725929
- (2) Proof of liability insurance coverage with respect to the proposed production in a minimum amount of \$1,000,000.
- (3) Name of the production, identification of proposed production site(s), and schedule showing proposed duration of site use.

Name: w.t. "Blue Collar Bankers"; Sites: Big Beach Brewery construction site & Gulf Shores public property for B-Roll

# APPLICATION FOR COMMERCIAL FILM, VIDEO AND AUDIO PRODUCTIONS PERMIT

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(4) Detailed description of proposed on-site activities;

Filming of renovation process & B-Roll of Gulf Shores

(5) Detailed description of final product, including story line with attached storyboards, treatments or scripts as appropriate;

Investors & owner construct and launch Big Beach Brewery

(6) A full description of use and outlet for final product, including air date if applicable;

Episodic docu-series TV show airing on Discovery Network, airdate TBD

(7) A full description of any props to be used;

None

(8) Whether "talent" meaning anyone in front of the camera or recording device will be used and, if so, a full description of the talent, who they are, and how they will be utilized;

Jim Shamburger, owner of Big Beach Brewery; Cain Roberts & Cam Roberts, Investors

(9) An itemization of all lighting, amplified sound, special effects, pyrotechnics, production equipment, vehicles, and aircraft to be utilized and the manner and dates of such utilization;

Handheld Camera & Audio Equipment; will send complete gear list upon finalization

(10) A listing, by name, address, title and function, of all persons included in the production crew or who will be present on the production site with the crew;

Attached

(11) An identification of the accommodations in which the talent and crew will be staying during production;

Hampton Inn Biloxi/Ocean Springs

(12) An identification of the person on location who will be responsible for company's adherence to all terms & conditions of permit; Russell Muth

## APPLICATION FOR COMMERCIAL FILM, VIDEO AND AUDIO PRODUCTIONS PERMIT

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(13) Such other information relating to the proposed production as the City may specify in the permit application form.

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(b) The permit application shall be accompanied by payment of a nonrefundable application processing fee of \$250.00.

**Section 11-82. Granting Or Denial Of Permit** - The City Council will review and evaluate the permit application to determine whether the permit should be issued with or without conditions after scheduling the application for public comment at a regular Council meeting. In addition to evaluating the potential impact on traffic flow, noise, and other community impacts, the Council will review and evaluate the draft product concept design, script, storyboard, or messaging outline to determine if the permit request should be accommodated. The Council will not approve permit requests for productions that misrepresent or falsely depict City facilities, employees, programs, or property or the community as a whole; contain or imply inappropriate messaging; or suggest or promote illegal or destructive actions.

**Section 11-83. General Penalty** - Any person violating any of the provisions of this Article VI shall be guilty of an offense against the city and shall, upon conviction, be punished for each violation as provided in section 1-8(A) of the city's Code of Ordinances as now in force or as hereafter amended. Each day on which filming, taping, or recording occurs in violation of Article VI shall constitute a separate offense.

**Section 11-84. Immediate Order To Cease And Desist** - In addition to authority conferred by otherwise applicable law, the mayor and, in his or her absence, the mayor pro tempore, is hereby authorized, acting directly or through the law enforcement officers of the City, to order any person participating in filming, taping, or recording in violation of this Article to immediately cease and desist. Any person failing to obey such order to cease and desist shall be guilty of an offense punishable as provided in Section 11-83.

APPLICATION FOR COMMERCIAL FILM, VIDEO AND AUDIO  
PRODUCTIONS PERMIT

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The undersigned has authority to execute this application; and the requesting organized group, unincorporated association of persons, or corporation promises and agrees to abide by all the terms and conditions of Section 11-80 - 84, Code of Ordinances, under which a Commercial Film, Video and Audio Production Permit is issued, and to abide by all rules and regulations of the City of Gulf Shores, Alabama.

  
SIGNATURE OF AGENT

By authority of Section 11-80 of the Code of Ordinances of the City of Gulf Shores, the requirement of a CFVAP Permit shall not apply to any activity sponsored by the City, County or State.

The Permit shall be issued only after approval by the appropriate City Officials, as indicated below:

- a. Police Chief: \_\_\_\_\_ Date: \_\_\_\_\_
- b. Fire Chief: \_\_\_\_\_ Date: \_\_\_\_\_
- c. Public Works Director: \_\_\_\_\_ Date: \_\_\_\_\_
- d. City Planner: \_\_\_\_\_ Date: \_\_\_\_\_
- e. Recreation & Cultural Affairs Director \_\_\_\_\_ Date: \_\_\_\_\_
- f. City Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

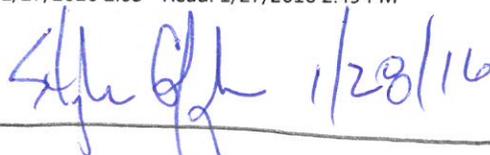
## Emily Tidwell

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**From:** Emily Tidwell  
**Sent:** Wednesday, January 27, 2016 2:03 PM  
**To:** Edward J. Delmore; Hartly Brokenshaw; Andy Bauer; Mark Acreman; Brandan Franklin; Grant Brown  
**Cc:** Wanda Parris; Alicia Talley; Carla Estill  
**Subject:** Film Permit  
**Attachments:** SKM\_C224e16012714050.pdf

Tracking:	Recipient	Delivery	Read	Response
	Edward J. Delmore	Delivered: 1/27/2016 2:03 PM		Approve: 1/27/2016 2:11 PM
	Hartly Brokenshaw	Delivered: 1/27/2016 2:03 PM	Read: 1/27/2016 2:29 PM	Approve: 1/27/2016 2:30 PM
	Andy Bauer	Delivered: 1/27/2016 2:03 PM	Read: 1/28/2016 8:01 AM	Approve: 1/28/2016 8:03 AM
	Mark Acreman	Delivered: 1/27/2016 2:03 PM	Read: 1/27/2016 4:33 PM	Approve: 1/27/2016 4:40 PM
	Brandan Franklin	Delivered: 1/27/2016 2:03 PM	Read: 1/27/2016 2:30 PM	Approve: 1/27/2016 2:32 PM
	Grant Brown	Delivered: 1/27/2016 2:03 PM		Approve: 1/27/2016 5:16 PM
	Wanda Parris	Delivered: 1/27/2016 2:03 PM	Read: 1/27/2016 2:07 PM	Approve: 1/27/2016 2:07 PM
	Alicia Talley	Delivered: 1/27/2016 2:03 PM	Read: 1/27/2016 2:10 PM	
	Carla Estill	Delivered: 1/27/2016 2:03 PM	Read: 1/27/2016 2:49 PM	

CITY ADMINISTRATOR

 1/28/16

Please see the attached film permit and use your voting buttons to approve/reject.  
Thank you ☺

## Emily Tidwell

Executive Office  
Administrative Assistant II  
PO Box 299  
203 Clubhouse Drive, Suite B  
Gulf Shores, AL 36542  
[www.gulfshoresal.gov](http://www.gulfshoresal.gov)

Phone (251) 968.1126  
Fax (251) 968.4459

Leftfield Entertainment / Blue Collar Bankers / Crew List

Russell Muth – Executive Producer

Rebecca Frack – Associate Producer

Cork Friedman - Producer

Mike Wunderle – Director of Photography

TBD – B Camera

Drew Curry – Assistant Camera

Peter Sample – Audio

Sahara Henley – Post PA

TBD – Field Coordinator

TBD – Production Assistant

Leftfield Entertainment / Blue Collar Bankers / Talent List

Cam Roberds – Investor

Cain Roberds – Investor

Jim Shamburger - Owner



# CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YYYY)  
1/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  AON/ALBERT G. RUBEN INSURANCE SERVICES, INC. 15303 VENTURA BLVD., SUITE 1200 SHERMAN OAKS, CA 91403 + 1818.742.1400		<b>Contact Name:</b> KELLIE LOWRY <b>Phone:</b> 818-742-0763 <b>Email Address:</b> KELLIE.LOWRY@AON.COM		<b>Fax:</b> 847-953-2436
<b>INSURED</b>  LEFTFIELD ENTERTAINMENT 460 WEST 34TH STREET, 16TH FLOOR NEW YORK, NY 10001		<b>Insurer's Affording Coverage</b>		<b>NAIC #</b>
		INSURER A: ATLANTIC SPECIALTY INSURANCE CO.		
		INSURER B: ALLIANZ GLOBAL RISKS US INSURANCE CO		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		CP05337-01	09/29/2015	06/29/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b>	X		CP05337-01	09/29/2015	06/29/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTO PHYSICAL DAMAGE*						\$	
							\$
							\$
A	<input checked="" type="checkbox"/> Umbrella Liab <input checked="" type="checkbox"/> OCCUR	X		EX02154-01	09/29/2014	06/29/2016	EACH OCCURRENCE \$ 4,000,000
	Excess Liab <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						X PER STATUTE Other
							E.L. Each Accident \$
							E.L. Disease - EA Employee \$
							E.L. Disease - Policy Limit \$
B	<b>PRODUCTION PACKAGE POLICY</b> MISC. RENTED EQUIPMENT PROPS/SETS/WARDROBE THIRD PARTY PROPERTY DAMAGE			CLP3015384	09/29/2015	06/29/2016	<b>LIMITS/DEDUCTIBLES</b> \$ 1,000,000 LIMIT / \$ 1,643 DEDUCTIBLE PER LOSS \$ 1,000,000 LIMIT / \$ 1,643 DEDUCTIBLE PER LOSS \$ 1,000,000 LIMIT / \$ 1,643 DEDUCTIBLE PER LOSS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
THE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY, AUTO LIABILITY OR UMBRELLA LIABILITY POLICIES AND A LOSS PAYEE UNDER THE PRODUCTION PACKAGE POLICY BUT ONLY AS RESPECTS THEIR AGREEMENT WITH THE NAMED INSURED FOR THE PRODUCTION ENTITLED "BLUE COLLART BANKERS". CONSTRUCTION DEFECTS, PRE-EXISTING CONDITIONS, AND COMPLETED OPERATIONS ARE EXCLUDED FROM LIABILITY COVERAGE UNTIL UNDERWRITTEN AND APPROVED.

**CERTIFICATE HOLDER**                      **CANCELLATION**

[EVIDENCE ONLY]	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Aon/Albert G. Ruben Insurance Services, Inc.

**NOTICE OF PUBLIC HEARING**

Notice is hereby given that a public hearing will be held on Monday, February 8, 2016, at the regularly scheduled Gulf Shores City Council meeting, which begins at 4:00 p.m., in the Council Chambers of the Gulf Shores City Hall, to consider a proposed amendment to the Zoning Ordinance No. 1584, adopted January 1, 2010. The proposed amendment shall read as follows:

**AN ORDINANCE  
TO AMEND ORDINANCE NO. 1584  
(ZONING ORDINANCE), ADOPTED JANUARY 1, 2010 AT  
ARTICLE 6: SUPPLEMENTARY REGULATIONS,  
SECTION 6. GENERAL PROVISIONS, ACCESSORY BUILDINGS  
AND DWELLINGS, ITEM G. PIER STRUCTURES  
BY CHANGING CERTAIN LANGUAGE  
AND REWRITING AS REQUIRED  
(ZT2015-05)**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES,  
ALABAMA, WHILE IN REGULAR SESSION ON FEBRUARY 8, 2016 as follows:

**Section 1.** That Ordinance No. 1584 (Zoning Ordinance) adopted January 1, 2010 be and it is hereby amended at Article 6: Supplementary Regulations, Section 6. General Provision, Accessory Buildings and Dwellings, Item G. Pier Structures by changing certain language and rewriting as follows:

**ARTICLE 6: SUPPLEMENTARY REGULATIONS**

\* \* \* \*

**Section 6-6. General Provisions, Accessory Buildings and Dwellings**

\* \* \* \*

G. Pier Structures. ~~An partially enclosed~~, A roofed Structure may be built on a pier over a body of water provided that:

- ~~No portion of the Structure shall be enclosed by walls except for fifty (50) square feet which shall be used for storage purposes only the upper portions of the Structure may be enclosed by walls and that no portion of such walls shall be less than sixty (60) inches from the pier deck;~~
- Open railings, if used, do not extend to a height exceeding forty-two (42) inches above the pier deck;
- The Structure shall contain no permanent facilities for toilets, bathing or cooking; and,
- The roof shall not cover an area of more than ~~400~~ 800 sf

\* \* \* \*

**Section 2.** That this Ordinance shall become effective upon its adoption and publication as required by law.

Further, notification is given that any citizen or interested party may appear before Council on said date and will be given an opportunity to be heard or may direct written comments to the City Clerk, City Hall, P O Box 299, Gulf Shores, AL 36547 prior to the meeting.

Wanda Parris, MMC  
City Clerk  
City of Gulf Shores, Alabama



January 29, 2016

Wanda Parris, City Clerk  
City Hall, P.O. Box 299  
Gulf Shores, AL 36547

The City of Gulf Shores has asked for comments from the Little Lagoon Preservation Society regarding changes to Ordinance No.1584. We have requested remarks from our membership and have received no favorable comments to the amendments. We are specifically concerned with the amendment provisions to double the square footage of a pier/pier roof before adequately considering the varying sizes of lots on the Lagoon. Multiple, small, side by side waterfront lots with large piers would create waterfront "clutter" and effectively block water front views. We are not opposed to piers for Lagoon enjoyment but are concerned about "visual clutter and pollution".

Before approval, we recommend the permit for a pier design take into consideration lot size. A tiered approach based on owner waterfront footage seems like the correct approach.

Thank you for considering our opinion in this matter. We all want to preserve the quality of the water in Little Lagoon as well as our visual enjoyment.

H.B. Gass

President, LLPS

**NOTICE OF PUBLIC HEARING**

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**AN ORDINANCE  
TO AMEND ORDINANCE NO. 1584  
(ZONING ORDINANCE), ADOPTED JANUARY 1, 2010 AT  
ARTICLE 4: DEFINITIONS AND ARTICLE 11: SPECIFIC USE REGULATIONS  
BY CHANGING CERTAIN LANGUAGE  
AND REWRITING THE SECTION AS REQUIRED  
(ZT2015-08)**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES,  
ALABAMA, WHILE IN REGULAR SESSION ON FEBRUARY 8, 2016 as follows:

**Section 1.** That Ordinance No. 1584 (Zoning Ordinance) adopted January 1, 2010 be and it is hereby amended at Article 4: Definitions, Section 4-2. Use Definitions and Article 11: Specific Use Regulations, Section 11-19. Essential Services Facilities and Section 11-20. Governmental by changing certain language and rewriting the entire Section as follows:

Formatted: Underline

**ARTICLE 4: DEFINITIONS**

\* \* \* \*

§4-2. Use Definitions

\* \* \* \*

Essential Services Facilities: A Building, Structure, or Site utilized or operated for generation, processing, treatment, transmission, personnel or equipment support, or system control in connection with the provision of utilities or services, whether publicly or privately owned, but excluding any Essential Services Installation as defined below. Examples of Essential Services Facilities include, without limitation, waste treatment facilities, water storage tanks, public water system wells, ~~police and fire stations~~, electrical, gas, telephone, and cable television transmission stations and substations, landfills and solid waste disposal sites, utility and public service supply and equipment storage facilities, and public transportation depots and stations. The characterization of Building, Structure, or Site as an Essential Services Facility does not exempt such Building, Structure, or Site from any regulations and requirements otherwise applicable under the Zoning Ordinance based on the particular physical character of the Building, Structure, or Site. As an example, any Essential Services Facility incorporating a tower structure must conform to all regulations and restrictions otherwise applicable to towers.

\* \* \* \*

Governmental/Public Use: The use of any land or structure by the City of Gulf Shores, an incorporated instrumentality of the City of Gulf Shores, Baldwin County, the State of Alabama or the United States Government to provide or facilitate any public service or governmental function, including, without limitation, for the purposes of police services, fire protection services, paramedic services, sanitation services, road maintenance services, beach maintenance and patrol services, trash and refuse recycling or disposal services, passive or active recreation, public administration services, public libraries, public education, and any other service or function within the legal authority of any of such governmental entities.

Comment [AB1]: Added definition of Governmental/public use.

\* \* \* \*

Institution or Institutional Use. A Structure or Land occupied by a group, cooperative, or other entity created for non-profit purposes or ~~for Public Use or~~ services, but excluding those of an industrial nature such as garages, repair or storage yards, warehouses, and correctional institutions; and as categorized in the table below.

\* \* \* \*

Low Intensity Institutional Uses

- Civic, service, and fraternal organizations; cultural facilities
- Places of assembly up to 250 seats
- Day care centers; dormitories; group homes with more than ten (10) residents
- Nursing homes, rest homes, and other homes for the aged up to 12,500 sf

\* \* \* \*

Medium Intensity Institutional Uses

- ~~government buildings up to 12,500 sf~~
- Health institutions up to 50,000 sf
- ~~Private schools, universities, colleges, other institutions up to 50,000 sf~~ elementary and junior high/middle schools
- Places of assembly up to 750 seats
- Stadiums and arenas up to 5,000 seats
- Other institutions up to 50,000 sf

\* \* \* \*

**Comment [AB2]:** Changed to private schools and universities and colleges

High Intensity Institutional Uses

- ~~government buildings greater than 12,500 sf~~
- Health institutions greater than 50,000 sf
- Places of assembly greater than 750 seats
- ~~high private~~ schools, universities, colleges, ~~junior colleges~~; other institutions greater than 50,000 sf
- Stadiums and arenas greater than 5,000 seats
- Institutions greater than 50,000 sf

\* \* \* \*

~~Public Uses: Buildings, Structures and uses of land by a unit of government, including but not restricted to government administration, water treatment facilities, Thoroughfares, libraries, Public Schools, parks, playgrounds, recreation centers and fire stations.~~

**Comment [AB3]:** Delete definition of Public Use

**ARTICLE 11: SPECIFIC USE REGULATIONS**

\* \* \* \*

§11-19 Essential Services Facilities

- General Provisions. Essential Services Facilities shall only be approved by Conditional Use Permit.
- Location. Essential Services Facilities shall be situated on the site so as to minimize visibility from adjacent businesses and dwellings through the use of existing topography and vegetation and further situated to maximize distance between any buildings on adjoining Lots. ~~The facility and its perimeter Screening shall be set back no less than fifty (50) ft from any Mixed-use or Non-residential Building and no less than 100 ft from any Dwelling.~~

**Comment [AB4]:** Removed required 50ft setback requirement. Essential service facilities are only allowed by CUP which allows the city to required additional setbacks on a case by case basis

C. Landscaping Buffer and Screening.

1. A landscaped Buffer or Screen shall effectively obscure views of the facility in accord with [§12-2 Screening](#) and/or [§12-3 Buffers](#).
2. For sites within 1,000 ft of a single-family or duplex dwelling, screening shall include a decay-resistant, solid wood fence, brick or masonry walls, or a combination thereof.
3. All fencing and landscaping shall be maintained by the owner.
4. In locations where the visual impact of the facility would be minimal, such as remote, agricultural or rural locations, or developed heavy industrial areas, the landscaping requirements may be reduced or waived by the Council.
5. Existing mature tree growth on the site shall be preserved to the maximum extent possible. In some cases, such as facilities located on large, wooded lots, preservation of substantial natural growth around the property perimeter may be a sufficient buffer.

- D. Access. Driveways and parking shall be provided, as deemed necessary on a case-by-case basis, to assure access to the facility for maintenance or emergency services. In some cases, parking/access may be from an adjoining alley or off-street parking area.

[§11-20 Governmental Uses.](#)

- A. General Provisions. [Governmental Uses shall be processed in accordance with the procedures of Article 3 Site Plan Review. Generally, Governmental Uses shall comply with all regulations and requirements otherwise applicable under the Zoning Ordinance, but due to their essential functions of promoting and improving the general health, safety, convenience and general welfare of the residents' deviations to the regulations may be granted by the City Council.](#)

**Comment [AB5]:** Added Section on Governmental Uses

[§11-21. Multiple Family Dwellings](#)

\* \* \* \*

[§11-22. Condotels](#)

\* \* \* \*

[§11-23. Group Homes](#)

\* \* \* \*

Table of Permitted Uses

Table 7-1A: Use Regulations for Residential Districts										
Zoning District	R-1-1	R-1-2	R-1-3	R-1-4	R-1-5	R-2	R-3	R-4	R-5	
RESIDENTIAL USES										
Essential Services Facilities, <a href="#">§11-19</a>	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	
<a href="#">Governmental Uses</a>	R	R	R	R	R	R	R	R	R	

**Comment [AB6]:** Made Governmental Uses by "Right" in all zoning districts

USE REGULATIONS FOR NON-RESIDENTIAL DISTRICTS													
USES / DISTRICTS:	AG	BN	BG	BG-1 FM	BG-2 FM	BA	BT 1-5	ICW-N	ICW-S	ATP	IND	OS	ED
INSTITUTIONAL, UTILITIES, TRANSPORTATION													
Essential Services Facilities, <a href="#">§11-19</a>	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
<a href="#">Governmental Uses</a>	R	R	R	R	R	R	R	R	R	R	R	R	R

\* \* \* \*

**Section 2.** That this Ordinance shall become effective upon its adoption and publication as required by law.

Further, notification is given that any citizen or interested party may appear before Council on said date and will be given an opportunity to be heard, or may direct written comments to the City Clerk, City Hall, P O Box 299, Gulf Shores, AL 36547, prior to the meeting.

Wanda Parris, MMC  
City Clerk  
City of Gulf Shores

**NOTICE OF PUBLIC HEARING**

Notice is hereby given that a public hearing will be held on Monday, February 8, 2016, at the regularly scheduled Gulf Shores City Council meeting which begins at 4:00 p.m. in the Council Chambers of the Gulf Shores City Hall to consider a proposed amendment to the Zoning Ordinance No. 1584, adopted January 1, 2010. The proposed text amendment shall read as follows:

**AN ORDINANCE  
TO AMEND ORDINANCE NO. 1584  
(ZONING ORDINANCE), ADOPTED JANUARY 1, 2010 AT  
ARTICLE 4: DEFINITIONS, SECTION 1. GENERAL DEFINITIONS  
BY CHANGING CERTAIN LANGUAGE  
AND REWRITING THE DEFINITION FOR  
GROSS FLOOR AREA (GFA), TOURIST AS REQUIRED  
(ZT2015-10)**

---

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES,  
ALABAMA, WHILE IN REGULAR SESSION ON FEBRUARY 8, 2016 as follows:

**Section 1.** That Ordinance No. 1584 (Zoning Ordinance) adopted January 1, 2010 be and it is hereby amended at Article 4: Definitions, Section 1. General Definitions by changing certain language and rewriting the definition for Gross Floor Area (GFA), Tourist as follows:

**ARTICLE 4: DEFINITIONS**

§4-1 General Definitions

\* \* \* \*

Gross Floor Area (GFA), Tourist: The sum of the heated/cooled floor area of all the Habitable Stories of a Building, measured from the exterior faces of exterior walls, not including exterior balconies. Common stairways, hallways, and other features are not included in GFA even if they are enclosed as heated and cooled space. Applies to all BT-1-4, BT-1-N, ICW-N, and ICW-S Districts.

\* \* \* \*

**Section 2.** That this Ordinance shall become effective upon its adoption and publication as required by law.

Further, notification is given that any citizen or interested party may appear before Council on said date and will be given an opportunity to be heard or may direct written comments to the City Clerk, City Hall, P O Box 299, Gulf Shores, AL 36547 prior to the meeting.

Wanda Parris, MMC  
City Clerk  
City of Gulf Shores, Alabama

**NOTICE OF PUBLIC HEARING**

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**AN ORDINANCE  
TO AMEND ORDINANCE NO. 1584  
(ZONING ORDINANCE), ADOPTED JANUARY 1, 2010 AT  
ARTICLE 4: DEFINITIONS AND ARTICLE 16: SITE PLAN REVIEW  
ITEM F. ARCHITECTURAL RESTRICTIONS  
BY CHANGING CERTAIN LANGUAGE  
AND REWRITING THE ENTIRE SECTION  
(ZA2015-09)**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON FEBRUARY 8, 2016 as follows:

**Section 1.** That Ordinance No. 1584 (Zoning Ordinance) adopted January 1, 2010 be and it is hereby amended at Article 4: Definitions by adding a definition for Novelty Architecture and Article 16: Site Plan Review, Section 16-1, Item F. Architectural Restrictions by changing certain language and rewriting the entire section as follows:

**ARTICLE 4: DEFINITIONS**

§4-1 General Definitions

\* \* \* \*

Novelty Architecture. A type of architecture in which buildings and other structures are given unusual shapes in whole or in part as a novelty, for advertising, to draw attention to a site, for notoriety as a landmark, or simply due to the eccentricity of the owner or architect including programmatic, mimetic, and/or roadside architecture. Many examples of novelty architecture take the form of buildings that resemble the products sold inside to attract drive-by customers. Others are attractions all by themselves, such as giant animals, fruits, and vegetables, or replicas of famous buildings.

\* \* \* \*

**ARTICLE 16: SITE PLAN REVIEW**

\* \* \* \*

§16-1 F. Architectural Restrictions.

Architectural Restrictions. The following architectural standards shall apply throughout the City or as otherwise described herein. Upon a showing of special need, critical function, or exceptional design, alternative materials may be approved through the Site Plan approval process.

1. Novelty Architecture. Any use that incorporates Novelty Architecture, regardless of its GFA, shall be considered a Conditional Use and require a Conditional Use Permit under Section 3-4.

\* \* \* \*

**Section 2.** That this Ordinance shall become effective upon its adoption and publication as required by law.

Further, notification is given that any citizen or interested party may appear before Council on said date and will be given an opportunity to be heard, or may direct written comments to the City Clerk, City Hall, P O Box 299, Gulf Shores, AL 36547, prior to the meeting.

Wanda Parris, MMC  
City Clerk  
City of Gulf Shores, Alabama

**RESOLUTION NO. -16**

**A RESOLUTION  
AUTHORIZING EXECUTION OF A MEMORANDUM OF AGREEMENT  
BETWEEN THE CITY OF GULF SHORES AND BALDWIN COUNTY COMMISSION  
TO ESTABLISH AN EMERGENCY MANAGEMENT SUPPORT FACILITY (EMSF)  
AT THE GULF SHORES SPORTSPLEX**

---

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON FEBRUARY 8, 2016, as follows:

**Section 1.** That the Mayor Pro Tempore and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, a Memorandum of Agreement between the City of Gulf Shores and the Baldwin County Commission, by and through the Baldwin County Emergency Management Agency to establish an Emergency Management Support Facility (EMSF) at the City of Gulf Shores Sportsplex to establish reciprocal emergency management aid and assistance when preparing for the logistical demands of an emergency event to effectively support preparation for and response to an event and to provide for public health and safety during an event; and in substantially the form presented to Council this date.

**Section 2.** That this Resolution shall become effective upon its adoption.

ADOPTED this 8th day of February, 2016.

---

Carolyn M. Doughty  
Mayor Pro Tempore

ATTEST:

---

Wanda Parris, MMC  
City Clerk

**C E R T I F I C A T E**

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -16 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on February 8, 2016.

---

City Clerk

**MEMORANDUM OF AGREEMENT (MOA)**  
**BETWEEN**  
**BALDWIN COUNTY COMMISSION**  
**AND**  
**THE CITY OF GULF SHORES**

**SUBJECT:** Establishment of Emergency Management Support Facility (EMSF).

The party furnishing the facility, the City of Gulf Shores, a municipality, and the Baldwin County Commission, by and through the Baldwin County Emergency Management Agency, hereby enter into this Agreement on the last date of execution by the parties as set forth below.

**Whereas**, Code of Alabama § 31-9-9, et seq., allows the Baldwin County Commission, by and through the Baldwin County Emergency Management Agency (BCEMA), to enter into agreements with other public and private agencies for reciprocal emergency management aid and assistance; and

**Whereas**, in an emergency event impacting or having the potential to impact Baldwin County, Alabama, local and regional infrastructure and emergency response organizations will be committed to providing the necessary resources and supporting strategies to effectively respond to a potential evolving event or to support the response to an actual event; and

**Whereas**, the existing local and regional critical infrastructure may also be compromised due to lack of adequate staff, equipment, facilities, and other resources due to the impacts and demands of the event; and

**Whereas**, resources from other counties and municipalities, the State of Alabama, the federal government, and the private sector may need to be quickly mobilized to augment local and regional emergency response resources and support the effective management of the event; and

**Whereas**, preparing for the logistical demands of an event necessitates the designation of Emergency Management Support Facilities throughout Baldwin County, Alabama, to effectively support preparation for and response to an event and to provide for public health and safety during an event; and

**Whereas**, anticipated logistical demands include the use of parking lots and large meeting rooms, as well as support facilities, including, but not limited to, the designation and operation of: Points of Dispensing for the dispensing of Strategic National Stockpile assets; staging areas for the receipt and dispatch of firefighting apparatus, law enforcement, and other emergency response vehicles and resources; points-of-distribution for basic commodities to survivors;

emergency command and communications posts; and emergency shelters of last resort providing temporary relief from the elements for survivors and emergency response personnel.

**Now, therefore,** the parties agree as follows:

**A. DESIGNATION.** The City of Gulf Shores Sportsplex (hereafter “facility”) is hereby designated as an Emergency Management Support Facility (EMSF). The facility and property being more particularly described as set forth in Attachment 1.

**B. NOTIFICATION.** The party furnishing the facility will provide the BCEMA with the names and 24-hour-per-day/7-days-per-week contact information for no fewer than three individuals (herein referred to as the “key-holders”) who have access to the facility and are authorized to open the facility and make it available for use as an EMSF. This information is listed on Attachment 1 to this Agreement. The EMSF shall be considered activated upon receipt by a key-holder of verbal notification of activation from the Director of the BCEMA or his designee.

**C. ACTIVATION.** The Director of the BCEMA or his designee shall activate the EMSF at the request of law enforcement, fire, public health, or other government officials or nongovernmental emergency preparedness organizations, upon determination that activation of the EMSF would be beneficial to ongoing emergency management activities or is pursuant to an agreement that provides for activation of the EMSF.

**D. SELECTION.** The utility of the EMSF to support the requirements of a specific event will be a function of the circumstances, needs, and requirements presented by that event, as well as the status of any other designated EMSF facilities should a potential need arise. Consequently, several facilities may be considered and alerted before final selection of a particular EMSF is made for a specific event. Facilities under consideration will be notified as soon as possible in regard to their potential use and availability as an EMSF. Special consideration will be taken concerning anticipated users of any activated EMSF and the accessibility of that facility to handicapped persons and persons of special needs as defined by applicable law. Use of the facility as an EMSF in a specific event will be mutually agreed upon by both parties to this Agreement. The party furnishing the facility agrees to disclose to the BCEMA via the key-holders listed in Attachment 1 any reservations or concerns regarding anticipated use as an EMSF upon receiving notification of activation or possible activation.

**E. INTERRUPTION OF BUSINESS.** Normal business operations at the facility may have to be modified or suspended entirely depending on the use and characteristics of the facility as well as the scope and associated demands of the event in order to accommodate the establishment and operation of the EMSF. The BCEMA will attempt to minimize the impact on normal business activities at the facility while operations associated with the EMSF are in progress. The party furnishing the facility agrees to modify or suspend normal business operations in support of EMSF operations in the event of an emergency requiring EMSF activation.

**F. EMSF OPERATION.** In the event the EMSF is activated for use as a point-of-dispensing (POD) for medications, vaccines, or other important medical supplies, the EMSF will be managed jointly by the BCEMA and the Alabama Department of Public Health (ADPH). In the event the EMSF is activated for uses other than as a medical POD, the EMSF will be managed by the BCEMA or its designee. Staff support will be a combination of local, regional, state, federal, and private sector personnel. The party furnishing the facility will supply a site coordinator who will attend a training program should such a program be deemed necessary by ADPH and/or the BCEMA.

**G. USE OF RESOURCES.** The party furnishing the facility agrees to authorize the use of facility staff, equipment, and other associated resources only to the extent it is appropriate, safe, legal, and feasible to do so and only in the event such use has been requested by the BCEMA or its designee. This may include and is not limited to resources such as electricity, air conditioning, water, parking lots, office space, interior space, covered outdoor spaces, furniture, telecommunications equipment/services, computers, internet services, printers, and copying equipment. Facility staff, resources and associated resources will only be used with facility management authorization and oversight and will receive any appropriate and necessary orientation and training for tasks performed. The party furnishing the facility may deny access to specific space within the facility or on facility grounds or use of any facility resources or systems by outside agencies/organizations if facility management feels that such access or use may in any way compromise the operational integrity, safety and/or security of the facility and associated resources and systems or for any other reason.

**H. COSTS.** There shall be no cost for use of the facility lasting 24 hours or less and no reimbursement shall be sought by the party furnishing the facility.

For use extending beyond 24 hours, the party furnishing the facility shall document any and all reasonable and eligible costs associated with the operation of the EMSF incurred by the party furnishing the facility.

Reasonable and eligible costs include: compensation for any modifications or damages to the facility structure directly resultant from BCEMA's use of the facility; compensation or replacement of supplies and equipment consumed by BCEMA's use of the facility; and, facility use or rental fees directly related to and proportionate with BCEMA's use of the facility.

The party furnishing the facility is solely responsible for documenting all expenses, costs, or other eligible items for which it will seek reimbursement.

Any compensation or reimbursement for facility use or rental on a fee basis shall be calculated at or below the facility's established rate as offered to the general public.

Loss of facility use to support disaster operations or training initiatives is not an eligible cost and shall not be paid or reimbursed to the party furnishing the facility or to any person or entity who

or which loses use of the facility. The party furnishing the facility is solely liable for any claims arising from third parties related to loss of use of the facility.

The party furnishing the facility shall submit an invoice for consideration and reimbursement through established channels.

The BCEMA Director may direct the party furnishing the facility to invoice a third party who will assume responsibility for facility costs; in that case, within 72 hours of activation of this agreement, the BCEMA Director or his designee shall instruct the party providing the facility as to the identity and address of the party to whom/which invoices should be submitted.

**I. SECURITY.** The BCEMA may coordinate security with local, state, and federal law enforcement officials, in addition to private security firms, for the duration of EMSF activation, if a need for enhanced security posture is determined to exist by the Director of the BCEMA or his designee.

**J. TRAINING.** The BCEMA may coordinate the occasional use of all or a portion of the EMSF, when feasible and convenient to do so, to test and exercise the use of the EMSF, in a manner that is mutually agreed upon by the parties.

**K. DURATION OF AGREEMENT.** This Agreement will continue until revoked by a ninety days' notice in writing by either party to the other party, with or without cause or reason.

**L. REVIEW.** A review of this Agreement will be conducted following any EMSF activation or within a two-year period after the effective date of this Agreement and every two years thereafter. Any mutually agreed-upon adjustments to this Agreement will be made in a timely manner. Any changes at the facility that may impact the execution of this Agreement will be conveyed to the primary contacts of this Agreement, as identified below, or their designees, as soon as possible for review and a determination if modification of this Agreement is required.

**M. AMENDMENT OF AGREEMENT.** This Agreement may be amended at any time by signature approval of the parties hereto, or parties' respective designees.

**N. TERMINATION OF AGREEMENT.** Either party may unilaterally withdraw at any time from the Agreement, except as stipulated above, by transmitting a signed statement to that effect to the other party. This Agreement shall be considered terminated ninety (90) days from the date the non-withdrawing party actually receives the notice of withdrawal from the withdrawing party.

**O. LEGAL AND REGULATORY COMPLIANCE.** To the extent that either party to this Agreement is subject to legal or regulatory constraints which would prohibit the party's participation in a specific transaction as anticipated by this Agreement, it will be the responsibility of the prohibited party to decline participation or withdraw from such transaction.

**P. INDEMNIFICATION.** Each party to this Agreement agrees to defend, indemnify, and save harmless the other party(s) and their successors, assigns, heirs, personal representatives, and their respective officers, employees, servants, and agents from (1) any and all claims or demands whatsoever, including the costs, expenses and reasonable attorneys' fees incurred on account thereof, that may be made by anyone and/or any entity for damages for bodily injury, death, or damage to property; and (2) all court costs and reasonable attorney's fees and expenses incurred by the indemnified party in defending any claim or demand by anyone and/or any entity for any other damages; to the extent any such claim or demand in clauses (1) or (2) above is proximately caused by the negligent or wrongful acts, omissions, or willful misconduct of the indemnifying party or its subcontractors, or the officers, employees, servants, or agents of any of them (other than the officers, employees, servants, agents or subcontractors of the party seeking indemnification); and (3) any and all claims or demands whatsoever, including the costs, expenses and reasonable attorneys' fees incurred on account thereof, by the indemnifying party's officers, employees, servants, and/or agents under worker's compensation or similar acts. For all purposes, each party's officers, employees, servants, and/or agents shall be deemed to be employees of that party.

**Q. LIMITATION OF LIABILITY.** Code of Alabama § 31-9-16 addresses immunity from liability in the case of services rendered voluntarily and without compensation in support of emergency operations. In no event shall either party to this Agreement be liable to the other for incidental, indirect, special, or consequential damages of any kind, including lost profits or other economic loss (even if such party has been advised of the possibility of such damages), or (subject to paragraph H above) for any claim against another party hereto by any other person and/or entity, resulting from the services provided under this Agreement.

**R. ASSIGNMENT.** Neither party shall assign, subcontract, or otherwise transfer his, her, or its rights or obligations under this Agreement (other than to its affiliates) except with the prior written consent of the other party, and said consent will not be unreasonably withheld. Any attempted assignment not assented to in the manner as prescribed herein shall be void.

**S. FORCE MAJEURE.** No party hereto shall be liable for any failure to perform under this Agreement, or for any delay in performance hereunder, for any cause beyond his, her, or its reasonable control including, but not limited to, acts of God, wars, riots or insurrections, applicable laws, regulations, orders or other requirements of any court or governmental agency having jurisdiction, strikes or labor slowdowns, fires, floods, delays in transportation, or failures by either party's suppliers or other third parties.

**T. PUBLIC INFORMATION.** Any news release, public announcement, or advertisement to be released in connection with this Agreement and the subject matter herein shall have written concurrence from each party prior to release. The designation of a facility as an EMSF is not to be advertised publicly on any signage or publicly distributed promotional materials. It is expected that facility personnel will be made aware of EMSF designation to the extent

determined appropriate by facility management in order to ensure effective and timely execution of this Agreement. Any release of public information regarding activation of the EMSF will be conducted using the Joint Information System in consultation with the Director of the BCEMA.

**U. PRIMARY CONTACTS.** The parties intend that the business under this Agreement shall be carried out in the most efficient manner possible. To that end, the parties intend to designate individuals who will serve as primary contacts between the parties. The parties intend that routine communications, between the parties pertaining to this Agreement, be made through the primary contacts or their designees. The designated primary contacts for each party are set forth in Attachment 1.

**V. CAPACITY TO ENTER AGREEMENT.** The persons executing this Agreement on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to execute this Agreement on behalf of the entity for which they sign.

Facility information: City of Gulf Shores Sportsplex  
19025 Oak Road West (County Road 6)  
Gulf Shores, Alabama 36542

For: City of Gulf Shores (Party Furnishing the Facility)

By:  
Carolyn M. Doughty, Mayor Pro Tempore Date \_\_\_\_\_

For: BALDWIN COUNTY COMMISSION, by and through  
BALDWIN COUNTY EMERGENCY MANAGEMENT AGENCY

By:

CHARLES F. GRUBER  
CHAIRMAN Date

Attest:

RONALD J. CINK  
County Administrator

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Carolyn M. Doughty, whose name as Mayor Pro Tempore of the City of Gulf Shores, Alabama, a municipality, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, she, as such officer and with full authority, executed the swame voluntarily for and as the act of said municipality.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2016.

Notary Public, Baldwin County, Alabama  
My Commission Expires:

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles F. Gruber, whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator of the Baldwin County Commission, 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 Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2016.

Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

## **ATTACHMENT 1**

### **Facility Primary Contact**

**Brandan Franklin, Chief Building Official/EMA  
City of Gulf Shores  
(251) 269-7363**

### **Facility Alternate Contact 1**

**Grant Brown, Recreation and Cultural Affairs Director  
City of Gulf Shores  
(251) 747-2296**

### **Facility Alternate Contact 2**

### **EMA Primary Contact**

BALDWIN COUNTY EMA  
23100 MCAULIFFE DRIVE  
ROBERTSDALE, AL 36567  
PHONE (251) 972-6807 – FAX (251) 580-1616

### **Legal Description and/or Location of the Property or Facility:**

City of Gulf Shores Sportsplex  
19025 Oak Road West (County Road 6)  
Gulf Shores AL 36542

Lot 3, Omega Acres Subdivision containing a total of 98 acres.

RESOLUTION NO. -16

A RESOLUTION  
AUTHORIZING EXECUTION OF AN AGREEMENT  
BETWEEN THE CITY OF GULF SHORES AND C.F.P.I. TIMING  
FOR THE 2016 AND 2017 NAIA  
NATIONAL OUTDOOR TRACK AND FIELD CHAMPIONSHIPS  
IN AN AMOUNT NOT TO EXCEED \$5,263.05

---

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES,  
ALABAMA, WHILE IN REGULAR SESSION ON FEBRUARY 8, 2016, as follows:

**Section 1.** That the Mayor and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, an agreement between the City of Gulf Shores and C.F.P.I. Timing to provide the electronic timing service for the 2016 and 2017 NAIA National Outdoor Track and Field Championships in an amount not to exceed \$5,263.05; and in substantially the form presented to Council this date.

**Section 2.** That this Resolution shall become effective upon its adoption.

ADOPTED this 8th day of February, 2016.

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Carolyn M. Doughty  
Mayor Pro Tempore

ATTEST:

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Wanda Parris, MMC  
City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -16 (prepared by City Clerk), which Resolution was duly and legally adopted at regular meeting of the City Council on February 8, 2016.

---

City Clerk

**RESOLUTION NO. -16**

**A RESOLUTION  
ACCEPTING THE BID OF  
VULCAN SIGNS, INC.  
IN THE AMOUNT OF \$23,997.99  
FOR TRAFFIC SIGNS, PARTS AND ACCESSORIES; AND  
AUTHORIZING EXECUTION OF CONTRACT**

---

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES,  
ALABAMA, WHILE IN REGULAR SESSION ON FEBRUARY 8, 2016, as follows:

**Section 1.** That the bid of Vulcan Signs, Inc. in the amount of \$23,997.99 for traffic signs, parts and accessories, be and the same is hereby accepted, being the lowest, most responsible, among sealed bids opened on January 19, 2016.

**Section 2.** That the Mayor Pro Tempore and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, a materials only contract between the City of Gulf Shores and Vulcan Signs; in substantially the form presented to Council this date.

**Section 3.** That this Resolution shall become effective upon its adoption.

ADOPTED this 8th day of February, 2016.

---

Carolyn M. Doughty  
Mayor Pro Tempore

ATTEST:

---

Wanda Parris, MMC  
City Clerk

**C E R T I F I C A T E**

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -16 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on February 8, 2016.

---

City Clerk

**RESOLUTION NO. -16**

**A RESOLUTION  
ACCEPTING THE BID OF  
SITEONE LANDSCAPE SUPPLY  
FOR OPEN-END PURCHASE OF VARIOUS  
IRRIGATION SUPPLIES AND AUTHORIZING  
EXECUTION OF PURCHASE AGREEMENT  
IN AN AMOUNT NOT TO EXCEED \$81,524.77**

---

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON FEBRUARY 8, 2016, as follows:

**Section 1.** That the bid of SiteOne Landscape Supply in various amounts for various irrigation supplies, be and the same is hereby accepted, being the lowest, most responsible, among sealed bids opened on January 19, 2016.

**Section 2.** That the Mayor Pro Tempore and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, a contract between the City of Gulf Shores and SiteOne Landscape Supply for provision of irrigation supplies; in substantially the form presented to Council this date.

**Section 3.** That the funds for payment for such amount be drawn from the Public Works Landscaping Operations' account in item number 01-562-66140, Supplies-Landscape.

**Section 4.** That this Resolution shall become effective upon its adoption.

ADOPTED this 8th day of February, 2016.

---

Carolyn M. Doughty  
Mayor Pro Tempore

ATTEST:

---

Wanda Parris, MMC  
City Clerk

**C E R T I F I C A T E**

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -16 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on February 8, 2016.

---

City Clerk

**RESOLUTION NO. - 16**

**A RESOLUTION  
ACCEPTING THE BID OF GINN COMMERCIAL & FLEET  
FOR PURCHASE OF A 2016 JEEP WRANGLER  
IN AN AMOUNT NOT TO EXCEED \$25,206.00**

---

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON FEBRUARY 8, 2016, as follows:

**Section 1.** That the bid of Ginn Commercial & Fleet to purchase a new 2016 Jeep Wrangler, be and the same is hereby accepted, being the most conforming and responsible among sealed bids opened on January 21, 2016; and

**Section 2.** That this purchase is budgeted in account number 37-563-80915, ADEM Recycling Account and will be used for the recycling efforts for the beach area; and

**Section 3.** That the Mayor Pro Tempore and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, a contract between the City of Gulf Shores and Ginn Commercial & Fleet for purchase of a new 2016 Jeep Wrangler, in an amount not to exceed \$25,206.00 and in substantially the form presented to Council this date.

**Section 4.** That this Resolution shall become effective upon its adoption.

ADOPTED this 8th day of February, 2016.

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Carolyn M. Doughty  
Mayor Pro Tempore

ATTEST:

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Wanda Parris, MMC  
City Clerk

**C E R T I F I C A T E**

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -16 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on February 8, 2016.

---

City Clerk

**RESOLUTION NO. -16**

**A RESOLUTION  
DECLARING CERTAIN PERSONAL PROPERTY  
OWNED BY THE CITY OF GULF SHORES  
SURPLUS AND UNNEEDED;  
AND AUTHORIZING THE MAYOR PRO TEMPORE AND CITY CLERK  
TO DISPOSE OF SUCH PROPERTY**

---

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON FEBRUARY 8, 2016 as follows:

**Section 1.** That the following personal property owned by the City of Gulf Shores, Alabama is not needed for public or municipal purposes:

**WINTER 2016 SURPLUS LIST**

DEPARTMENT	ITEM	QTY
CUSTODIAL	2001 DODGE RAM 1500 (4020)	1
CUSTODIAL	2009 YAMAHA ATV (4603)	1
CUSTODIAL	VACUUM CLEANERS	1
INFO TECH	VIZIO FLAT SCREEN TV	1
LANDSCAPE	2001 DODGE RAM 1500 (8015)	1
MAINTENANCE	2004 HIMOINSA GENERATOR (7536)	1
MAINTENANCE	2004 HIMOINSA GENERATOR (7537)	1
MAINTENANCE	2006 STARCRAFT TRAVELSTAR (1095)	1
MAINTENANCE	POULAN CHAIN SAW	1
POLICE	2008 DODGE CHARGER (9020)	1
POLICE	2008 FORD EXPEDITION (9028)	1
POLICE	PRECOR EXERCISE BIKE	1
POLICE	NORDIC TRAC TREADMILL	1
SPORTSPLEX	2008 GRACO STRIPER (6584)	1
SPORTSPLEX	2005 DODGE RAM 1500 (6007)	1
RECREATION	TENNIS CENTER SHADE STRUCTURE	1
STREET	2003 UNITIZED ASPHALT PATCHER (3564)	1
STREET	MISCELLANEOUS PARTS	LOT
STREET	POLY BARRICADE SECTIONS	LOT
STREET	2004 AIR BURNERS AIR CURTAIN (3568)	1
STREET	ARROWBOARD	1
STREET	1999 LONDON FOG SPRAYER (3553)	1
STREET	2001 FORD RANGER (3022)	1
STREET	2001 DODGE R2500 (3045)	1
STREET	SUCTION HOSE	LOT
STREET	ECHO TRIMMER	1

**Section 2.** That the Mayor Pro Tempore and City Clerk be and they are hereby authorized and directed to dispose of the personal property owned by the City of Gulf Shores, Alabama, described in Section 1, above, by appropriate legal methods.

**Section 3.** That the proceeds derived from such disposal shall be deposited in the General Fund of the City of Gulf Shores.

**Section 4.** That this Resolution shall become effective upon its adoption.

ADOPTED this 8th day of February, 2016.

\_\_\_\_\_  
Carolyn M. Doughty  
Mayor Pro Tempore

ATTEST:

\_\_\_\_\_  
Wanda Parris, MMC  
City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -16 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on February 8, 2016.

\_\_\_\_\_  
City Clerk

**ORDINANCE NO.**

**AN ORDINANCE  
GRANTING A NONEXCLUSIVE FRANCHISE TO  
BAY WINDS INVESTMENTS, INC. D/B/A/COASTAL EXPRESS SHUTTLE  
TO PROVIDE TRANSPORTATION  
SERVICE IN THE CITY OF GULF SHORES;  
AND AUTHORIZING THE EXECUTION OF A FRANCHISE AGREEMENT  
BETWEEN THE CITY OF GULF SHORES AND THE COMPANY**

---

WHEREAS, in April, 2013 Coastal Express Shuttle obtained a nonexclusive taxi franchise agreement,

WHEREAS, Coastal Express Shuttle was recently purchased by Bay Winds Investments, Inc. d/b/a Coastal Express Shuttle and the new owners have requested the approval of a new franchise to empower the Company to provide transportation service in the City of Gulf Shores; and

WHEREAS, the City is desirous of granting of a nonexclusive franchise to Bay Winds Investments, Inc. d/b/a Coastal Express Shuttle to provide transportation service in the City; and

WHEREAS, the residents of the City will be benefited by the granting of such a franchise renewal;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON FEBRUARY 8, 2016, as follows:

**Section 1.** That the approval of a nonexclusive franchise be and it is hereby granted to, Bay Winds Investments, Inc. d/b/a Coastal Express Shuttle for operation of a taxi service within the corporate limits of the City of Gulf Shores; and

**Section 2.** That the Mayor Pro Tempore and City Clerk are hereby directed and authorized to execute and attest, respectively, a Franchise Agreement between the City of Gulf Shores and Bay Winds Investments, Inc. d/b/a Coastal Express Shuttle which sets forth the requirements, covenants and agreements of a franchise to the Company for operation of a taxi service within the City.

**Section 3.** That the subject Franchise Agreement, the full text of which is available for examination in the office of the City Clerk, is dated February 8, 2016.

**Section 4.** That this Ordinance shall become effective upon its adoption and publication as required by law.

ADOPTED this 8th day of February, 2016.

Carolyn M. Doughty, Mayor Pro Tempore

ATTEST:

\_\_\_\_\_  
Wanda Parris, MMC  
City Clerk

**C E R T I F I C A T E**

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Ordinance No. (prepared by City Clerk), which Ordinance was duly and legally adopted at a regular meeting of the City Council on February 8, 2016, and the same was duly published as required by law.

\_\_\_\_\_  
City Clerk