



AGENDA
GULF SHORES CITY COUNCIL
COUNCIL WORK SESSION MEETING
FEBRUARY 15, 2016
4:00 PM

1. Councilmember Discussion Period

- A. Councilman Jones

2. Environmental / Grants Coordinator

- A. Gulf Place Project Schematic Design Proposals

Documents: [EGC - COUNCIL MEMO 21516 GULF PLACE TSW SCHEMATIC DESIGN PROPOSAL.PDF](#), [EGC - 2016_0210 TSW GULF PLACE BEACH BLVD SOW EXHIBITS \(2\).PDF](#), [EGC - 2016_0210 TSW GULF PLACE BEACH BLVD LETTER.PDF](#)

3. Public Works Department

- A. Waterway Village District Sidewalk Extension

Documents: [PWD - WWVD SIDEWALK EXTENSION - COUNCIL MEMO.PDF](#), [PWD - WWVD SIDEWALK - RS QUOTE.PDF](#), [PWD - WWVD SIDEWALK - ASI QUOTE.PDF](#), [PWD - WWVD SIDEWALK EXTENSION - SKETCH.PDF](#)

- B. ALDOT Agreement - Pedestrian Signal Upgrades

Documents: [PWD - PEDESTRIAN SIGNAL AGREEMENT - COUNCIL MEMO.PDF](#), [PWD - ALDOT AGREEMENT.PDF](#)

- C. Reject Bids - Bodenhamer Recreation Center Pool Filtration

Documents: [PWD - REJECT BIDS REC CTR POOL FILTRATION - COUNCIL MEMO.PDF](#), [PWD - REC CENTER POOL FILTRATION - BID TAB.PDF](#)

4. Recreation And Cultural Affairs

- A. Modify Tennis Agreement - Tomas Catar

Documents: [RAC - MODIFY TENNIS AGREEMENT - TOMAS CATAR.PDF](#)

- B. Amend Resolution - Policy For Re-Entry Decals

Documents: [BD - MEMO - AMEND RESOLUTION - POLICY FOR RE-ENTRY DECALS.PDF](#), [BD - AMEND RESOLUTION - POLICY FOR RE-ENTRY DECALS.PDF](#)

- C. Assembly Permit Application - The Hangout

Documents: [ASSEMBLY PERMIT APPLICATION - KNOCKERBALL COL](#)

5. City Administrator

A. Support Baldwin County Public Schools Funding Renewal

Documents: [CA MEMO - SUPPORT BALDWIN COUNTY PUBLIC SCHOOL FUNDING RENEWAL 2016.DOCX](#), [RESO - SUPPORT RENEWAL OF BALDWIN CO SCHOOLS FUNDING.PDF](#)

B. Amend Code - Vacation Rental Ejection Regulations

Documents: [CA - AGENDA SUMMARY MEMO - EJECTION ORDINANCE.PDF](#), [CA - AMEND CODE - VACATION RENTAL EJECTION REGULATIONS.PDF](#)

6. Mayor

Updates

7. Adjourn

DATE: February 15, 2016

ISSUE: Proposals from TSW (Attachment 1) and Volkert, Inc. (Attachment 2) to develop schematic design plans (60%), pricing estimates, surveys, geotechnical investigations, and permitting for the Gulf Place Project, including the redevelopment of the public beachfront area at the terminus of HWY 59, and the streetscape of Beach Boulevard (HWY 182) from E. 3rd Street to W. 4th Street.

These proposals will advance the goals of Vision 2025 and the Strategic Plan 2015-2019 to complete enhanced pedestrian, bicycle, and parking improvements within the Gulf Beach District. This phase of design will help determine the overall feasibility of the project, and is necessary for staff to fully engage federal and state agencies/trustees in discussions regarding potential funding sources, including RESTORE, NRDA, and NFWF. This phase of work will also allow for coordination with ALDOT and other adjacent property owners to enhance future development potential within the Gulf Beach District.

RECOMMENDATION: Accept Proposals from TSW (Task 1.0-3.0) in an **amount not to exceed \$155,500**, and Volkert, Inc. (Schematic Design Phase) in an **amount not to exceed \$32,000**, to prepare schematic design plans (60%), pricing estimates, site surveys, geotechnical investigations, and permitting for the Gulf Place Project. The total cost for this initial phase of 60% Schematic Design + Permitting is **not to exceed \$187,500**.

BACKGROUND: As part of the Vision 2025 Plan for Sustainability and the Strategic Plan 2015-2019, the City is committed to the construction of a walkable, energetic, beachfront district that will attract tourism, stimulate local business, and encourage business and residential relocation. These proposals will begin the process of designing and implementing a pedestrian-friendly beachfront that takes advantage of the entire half-mile public beach area and improves traffic, safety, and public access.

The agreement with TSW covers Tasks 1.0 to 3.0, and will include the following scope of work:

1.0 SURVEY + GEOTECHNICAL INVESTIGATIONS

1.1 Topographic and Boundary Survey: Limits are Gulf Place and Beach Boulevard from West 4th Street to East 3rd Street.

1.2 Geotechnical: The design team will perform geotechnical investigations in preparation for the design work.

2.0 60% SCHEMATIC DESIGN

2.1 Design Kick off Meeting: The design team will hold a project kick off meeting to review the plans and program with the owner and discuss the

detailed vision for the project including the project construction budget and sustainability goals.

2.2 Programming: The design team will meet with the owner to verify programming established in the April 2014 Gulf Place Master Plan and expanded upon in subsequent design work. This will be a comprehensive meeting covering all areas of work within the project scope.

2.3 30% Schematic Plans: The design team will produce a 30% progress plan set based on the direction established during programming. The 30% schematic plans are used to test the project program, identify early coordination needs and gaps data. A Preliminary Concept Plan will be developed for Beach Blvd. showing the roadway and sidewalk configurations for preliminary coordination with ALDOT.

2.4 Design Guide for Public Outdoor Spaces: The design team will work with the owner and its consultants on other related projects to establish aesthetic design standards for this project and adjacent projects.

2.5 60% Schematic Plans + Pricing: 60% Schematic Plans will document the project elements to a level sufficient for preliminary costing by a third party. Schematic Pricing Plans will include site plans with supporting sections and elevations illustrating key elements of the design that may impact cost. The design team will also develop a Concept Plan for Beach Blvd, showing the proposed changes for preliminary coordination with ALDOT. Our work will identify storm water features, hardscape elements, boardwalks, fences, railings, walls, structures, furniture, lighting, mass grading, trees, and shrub and ground cover massing only.

3.0 PERMITTING - ADEM Division 8 Regulations and the Coastal Management Program will require a Beach and Dune Permit for the Gulf Place project.

3.1 Beach and Dune Enhancement Plan

3.2 Environmental Impact and Natural Hazards Study (EINHS)

The EINHS will be performed in accordance with the Alabama Department of Environmental Management (ADEM) Division 8, Code R. 335-8-2-.08-(d)-2(i-iii) and Code R. 335-8-2-.08-(d)-3-(iv) regulations. These administrative codes represent "Wave Height Studies" and "Beach and Dune Enhancement Plans," respectively.

3.3 Phase I Cultural Resources (CR) Survey and Alabama Historical Commission Coordination: The project will require an Archaeological and Historic Resource Survey.

3.4 Wetland Delineation and Jurisdictional Determination: The wetland delineation will be done in accordance with the U.S. Army Corps of Engineers' 1987 Wetland Delineation Manual and the 2010 Regional Supplement.

3.5 Protected Species Surveys and Fish and Wildlife Service (FWS) Coordination: Volkert will coordinate with the U.S. Fish and Wildlife Service to determine species of concern, and perform a survey for federally protected species listed on the FWS database for Baldwin County, Alabama.



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The Agreement with Volkert, Inc. for Pre-construction Management Services will cover the Schematic Design Phase, and will include Estimating, Scheduling, and Schematic Design Phase Management.

PREVIOUS COUNCIL ACTION: Adoption of Vision 2025 Plan for Sustainability (June 2014), Adoption of Strategic Plan 2015-2019 (October 2014)

BUDGET IMPLICATIONS: It is the recommendation of the Finance Director and City Administrator that the \$187,500 for the Gulf Place engineering and permit work should be provided for with borrowed taxable funds that we would subsequently budget with the first 2016 budget amendment.

RELATED ISSUES: HWY 59 Access Management, 2-Acre Site Development.

ATTACHMENTS: (1) TSW Proposal for design of the Gulf Place Project and Beach Blvd Improvements; (2) Volkert, Inc. Proposal for Gulf Place Pre-Construction Management.

DEPARTMENT: Executive

STAFF CONTACT: Dan Bond

Exhibit A: Scope of Services

Design Services for Gulf Place and Beach Blvd Streetscape | Gulf Place, Gulf Shores Alabama

2.10.2016

I. Project Understanding

“**Project**” refers to for **Gulf Place & Beach Blvd from E. 3rd St. to St. W. 4th** located in Gulf Shores, Alabama.

“**Owner**” refers the City of Gulf Shores Alabama and its representatives.

“**Design Team**” refers to the Prime Consultant and all of its sub consultants contracted to complete this scope of work.

“**Core Design Team**” refers to the Landscape Architect, Civil Engineer, and Architect.

“**Contractor**” refers to the contractor hired by the City of Gulf Shores to build the project.

This scope of work is for the production of Design Tasks for the scope areas identified in Part II. Project Team + Responsibilities. This scope of work and our professional fees are include design fork for GULF PLACE and four (7) blocks of BEACH BLVD based on the limits of work and construction budget are outlined in **Exhibit D: Project Limits. This fee is based on a project construction cost of approximately \$14,500,000** which includes \$10,000,000 for Gulf Place and \$4,500,000 for Beach Blvd improvements. Changes in the construction scope or cost may be cause of a modification of this design scope and professional fees.

Schedule: Refer to Exhibit E

II. Project Team + Responsibilities

The Design Team listed below includes all of the team members required to complete construction plans. Team members will have varying levels of responsibility depending on the phase of work.

<u>Scope Area Responsibility</u>	<u>Firm</u>
Project Management (prime)	TSW
Landscape Architecture	TSW
Civil Engineering	Volkert
Architecture	TSW
Survey	Volkert
Coastal Engineering	Volkert
Structural Engineering (site)	Volkert
Site Electrical	Volkert
Irrigation	Irrigation Consulting Services
Structural (building)	Stability Engineering



MEP (building)	Covalent Engineering
Environmental Permitting	Volkert
Dune Restoration	Volkert
Traffic (ALDOT coordination)	Volkert
Lighting Design (Site)	Gabler Youngston
Geotechnical	Southern Earth Sciences
Construction Admin	Volkert/ TSW

III. Basic Services

1.0 SURVEY + GEOTECHNICAL INVESTIGATIONS

1.1 Survey: The DESIGN TEAM will perform survey in preparation for the design work. Limits are Gulf Place and Beach Boulevard from West 4th Street to East 3rd Street.

- 1.1.1 Develop a digital elevation model of the Gulf Place and Beach Boulevard using LiDAR.
- 1.1.2 Supplement LiDAR with ground survey
- 1.1.3 Verify LiDAR with check sections
- 1.1.4 Provide topographic survey of Gulf Place and on Beach Boulevard
- 1.1.5 Provide boundary survey of Gulf Place
- 1.1.6 Topographic survey will include the location and elevation of ground structures, pavements, drainage features, visible utilities, setbacks and other existing conditions relevant to the project design
- 1.1.7 Topographic survey will include 1' contour intervals.
- 1.1.8 Underground utility survey is not a part of scope
- 1.1.9 Title research if not part of this scope and fee

1.2 Geotechnical: The DESIGN TEAM will perform geotechnical investigations in preparation for the design work. Deep foundation borings will be obtained for the buildings, shade structures, signal poles, pedestrian signal poles, and sheet pile wall. Shallow borings will be obtained for the parking lots and storm water ponds. A pavement recommendation for pervious pavement to be used in the parking lots will be provided. It is estimated that 15 borings will be needed for foundation and wall design purposes, 2 borings will be needed for pond design and about 10 shallow borings for pavement areas. The number and depth of borings will be adjusted as required to meet project needs. Listed below is specific information to be included in the geotechnical reports.

- 1.2.1 Test Location Plan
- 1.2.2 SPT/CPT Logs
- 1.2.3 Summary of Laboratory Data



- 1.2.4 Discussion of General Soil Conditions
- 1.2.5 Site Preparation Guidelines
- 1.2.6 Foundation Evaluation and Recommendations
- 1.2.7 Pavement Section Recommendation and evaluation
- 1.2.8 Soil Parameters for Wall Design
- 1.2.9 Soil Parameters for Pond Design

2.0 60% SCHEMATIC DESIGN

2.1 Design Kick off Meeting: The DESIGN TEAM will hold a project kick off meeting to review the plans and program with the Owner and discuss the detailed vision for the project including the project construction budget and sustainability goals. An initial site visit will be performed to review the existing conditions and verify conditions shown on the survey. The DESIGN TEAM and the OWNER will meet with adjacent property owners to review areas where additional coordination between the proposed work and existing uses is required.

2.1.1 Meetings (1)

2.2 Programming: The DESIGN TEAM will meet with the Owner to verify programming established in the April 2014 Gulf Place Master Plan and expanded upon in subsequent design work. This will be a comprehensive meeting covering all areas of work within the project scope. The CORE DESIGN TEAM will attend the meeting in Gulf Shores with the remaining team members attending by phone as needed.

2.2.1 Deliverable:

2.2.1.1 Technical memo outlining program requirements by area/element

2.2.2 Meetings (1)

2.3 30% Schematic Plans: The DESIGN TEAM will produce a 30% progress plan set based on the direction established during programming. The 30% schematic plans are used to test the project program, identify early coordination needs and gaps data. A Preliminary Concept Plan will be developed for Beach Blvd. showing the roadway and sidewalk configurations for preliminary coordination with ALDOT. A coordination meeting will be held by video conference to review the plans with the OWNER.

2.3.1 Deliverables: (Digital PDF)

2.3.1.1 Site Plan set at 1"=50'

2.3.1.2 ALDOT Preliminary Concept Plan

2.3.1.3 Area Enlargements at 1"=20'

2.4 Design Guide for Public Outdoor Spaces: The DESIGN TEAM will work with the OWNER and its consultants on other related projects to establish aesthetic design standards for this project and adjacent projects. The intent is to produce a guide with standards other consultants can use in development of local projects so that there is a single unified standard for Gulf Shore's public spaces. A Design Guide and outline specification will be produced including images of proposed elements and materials with selected colors, and finishes in order to establish a clear design vocabulary. This work will include standards for:

2.4.1 Streetscapes

- 2.4.2 **Furniture**
- 2.4.3 **Lighting**
- 2.4.4 **Signage**
- 2.4.5 **Landscape**

2.5 60% Schematic Plans + Pricing: The DESIGN TEAM will advance the design based upon the feedback from 30% Schematic Plans. 60% Schematic Plans will document the project elements to a level sufficient for preliminary costing by a third party. Schematic Pricing Plans will include site plans with supporting sections and elevations illustrating key elements of the design that may impact cost. The DESIGN TEAM will also develop a Concept Plan for Beach Blvd. showing the proposed changes for preliminary coordination with ALDOT. Our work will identify storm water features, hardscape elements, boardwalks, fences, railings, walls, structures, furniture, lighting, mass grading, trees, and shrub and ground cover massing only. The 60% Schematic Plans + Pricing package will be submitted to the Owner for review and comment.

- 2.5.1 Deliverables: (Digital PDF and 2 Hard Copies)
 - 2.5.1.1 Site Plans at 1"=50'
 - 2.5.1.2 ALDOT Concept Plan
 - 2.5.1.3 Color Rendered site Plan
 - 2.5.1.4 Key Area Plan Enlargements at 1"=20
 - 2.5.1.5 Design Guide for Public Outdoor Spaces
 - 2.5.1.5.1 Landscape Hardscape Materials and Inspirational Imagery
 - 2.5.1.5.2 Lighting approach and inspirational imagery
 - 2.5.1.5.3 Landscape Materials approach, plant lists and inspirational imagery
 - 2.5.1.5.4 Site Furnishings and Lighting approach and inspirational imagery
 - 2.5.1.6 Conceptual grading plans
 - 2.5.1.7 Conceptual storm water layout
 - 2.5.1.8 Typical details showing basic dimensions and materials suitable for preliminary costing; Provide proposed typical section for sheet pile wall
 - 2.5.1.9 Preliminary traffic analysis of Beach Boulevard from W 4th Street to E 3rd Street.
 - 2.5.1.10 Coordinate with ALDOT and City of Gulf Shores on potential location of new traffic, pedestrian signals and access management
 - 2.5.1.11 Rough Order of Magnitude Pricing Estimate
- 2.5.2 Meetings (1)

3.0 PERMITTING

The Alabama Department of Environmental Management (ADEM) Division 8 Regulations and the Coastal Management Program will require a Beach and Dune Permit for the Gulf Place project. The following is a scope of work and fee for items required for the Beach and Dune Permit:

3.1 Beach and Dune Enhancement Plan



- 3.1.1 Develop a monitoring and maintenance plan for vegetation and dune stabilization measures
- 3.1.2 Discuss conceptual mitigation concerning creation and/or enhancement of dunes
- 3.1.3 Prepare the Beach and Dune Permit Application
- 3.1.4 Prepare a Dune Restoration Plan

3.2 Environmental Impact and Natural Hazards Study (EINHS)

The EINHS will be performed in accordance with the Alabama Department of Environmental Management (ADEM) Division 8, Code R. 335-8-2-.08-(d)-2(i-iii) and Code R. 335-8-2-.08-(d)-3-(iv) regulations. These administrative codes represent "Wave Height Studies" and "Beach and Dune Enhancement Plans," respectively.

- 3.2.1 Our proposed scope of work is as follows:
- 3.2.2 Develop beach profiles for pre-developed and post-developed conditions
- 3.2.3 Develop eroded beach profiles for pre-developed and post-developed conditions
- 3.2.4 Locate and delineate velocity zones on the subject property
- 3.2.5 Analyze the project's potential to significantly increase the likelihood that damage will occur from coastal flooding and storm events
- 3.2.6 Conduct a Littoral Environment Survey
- 3.2.7 Identify native vegetation on-site
- 3.2.8 Conduct a vegetation survey of the property from the seaward limit of construction to an area seaward of the primary dune
- 3.2.9 Produce cover type density percentiles for on-site vegetation within vegetation survey boundaries
- 3.2.10 Provide consultation in text regarding the relocation and planting of native plant species
- 3.2.11 Provide consultation in text regarding the placement of construction fencing, sand fencing, and dune walkovers
- 3.2.12 Develop a monitoring and maintenance plan for vegetation and dune stabilization measures

The following must be provided prior to initiation of the EINHS activities:

- 3.2.13 Legal description of the property
- 3.2.14 Property access
- 3.2.15 Topographic survey or boundary survey with on-site reference elevation
- 3.2.16 Proposed location of disturbed areas on the project site
- 3.2.17 Preliminary site plan and elevations
- 3.2.18 Drainage plans or final grading plan, if available

3.3 Phase I Cultural Resources (CR) Survey and Alabama Historical Commission Coordination

The project will require an Archaeological and Historic Resource Survey. The following is a scope of work for a Phase I Cultural Resource Survey.

- 3.3.1 Perform background research to identify any known cultural resources within the study area, especially archaeological sites, cemeteries, historic structures, and historic communities. This research will also serve to identify the potential for such resources. Several sources will be utilized during this research including but not necessarily limited to the Alabama State Site File (ASSF), the National Register of Historic Places (NRHP), the Alabama Register of Landmarks & Heritage (ARLH), and the Online Archaeological GIS website for Alabama.
- 3.3.2 The field assessment will document archaeological sites, cemeteries, and historic structures. GPS units will be utilized to track walked transects and plot shovel test areas. Shovel test generally will measure 30cm in diameter and will be excavated into subsoil. Soils will be sifted through a 6mm mesh screen to search for cultural material. Any artifacts recovered during the investigation will be bagged and provenience, and returned to the laboratory for analysis. Each resource discovered will be evaluated to a preliminary level necessary to determine its potential eligibility for inclusion on the NRHP.
- 3.3.3 Prepare and submit the Phase I Cultural Resources Report for the subject property. This report will be prepared in compliance with the guidelines set forth by the Alabama Historic Commission (AHC) and will consider both archaeological and historic structural resources. This report will detail the survey and findings of the research and include recommendations of NRHP eligibility for each cultural resource. Those cultural resources that are considered Not Eligible for the NRHP will be recommended for clearance. Those cultural resources that have Undetermined or Potentially Eligible NRHP eligibility will be recommended for avoidance or additional research.
- 3.3.4 Coordinate with the Alabama Historic Commission.

If cultural resources are found, then Phase II Testing or Phase III Data Recovery is warranted these services can be performed under a separate scope of work.

3.4 Wetland Delineation and Jurisdictional Determination

Delineate jurisdictional wetland areas on Gulf Place. The wetland delineation will be done in accordance with the U.S. Army Corps of Engineers' 1987 Wetland Delineation Manual and the 2010 Regional Supplement. The scope of work is as follows:

- 3.4.1 Review soil survey information
- 3.4.2 Review available aerial photography
- 3.4.3 Determine if hydrology indicators are present
- 3.4.4 Determine if hydrophytic vegetation is present
- 3.4.5 Determine if hydric soils are present
- 3.4.6 Locate wetlands using a handheld GPS unit
- 3.4.7 Flag wetland areas

- 3.4.8 Complete Corps of Engineers Wetland Data Forms
- 3.4.9 Request that the Corps of Engineers verify the wetland jurisdictional determination

The wetland line is subject to change until final verification is received by the U.S. Army Corps of Engineers. This service does not include a survey of the wetland boundaries.

3.5 Protected Species Surveys and Fish and Wildlife Service (FWS) Coordination

Volkert will coordinate with the U.S. Fish and Wildlife Service (FWS) to determine species of concern. We will perform a survey for federally protected species listed on the FWS database for Baldwin County, Alabama. If habitat or protected species are found on the site, or a survey for additional species is required, a separate scope of work and fee may be required.

4.0 FINAL SCHEMATIC DESIGN

4.1 Schematic Design: The DESIGN TEAM will refine the Schematic Design set based on the OWNER'S feedback and produce a Final Schematic Design Package for Owner review. The DESIGN TEAM will refine the plans **one (1)** time if needed to address additional comments.

- 4.1.1 Deliverables: (Digital PDF and 2 Hard Copies)
 - 4.1.1.1 Site Plans set at 1"=50'
 - 4.1.1.2 Key Area Plan Enlargements at 1"=20
 - 4.1.1.3 Landscape Hardscape Materials and Inspirational Imagery
 - 4.1.1.4 Lighting approach and inspirational imagery
 - 4.1.1.5 Architectural Floor Plans and Elevations
 - 4.1.1.6 Conceptual grading plans
 - 4.1.1.7 Typical details showing basic dimensions and materials suitable for costing
 - 4.1.1.8 (3) Birdseye sketches
 - 4.1.1.9 Refined Cost Estimate
- 4.1.2 Meetings (1)

5.0 DESIGN DEVELOPMENT

5.1 Design Development will proceed following the owner's approval of Final Schematic Design. Detailed plan drawings and typical site details will be developed. The final deliverables for Design Development include plans, prototypical details and finishes, enlargements, conceptual grading plans (for coordination with Owner's Civil Engineer). The DESIGN TEAM will make 2 informal progress submittals of the Design Development Package at 30% and 60% complete and a formal review set at 90% complete for pricing and Owner review. Following Owner review the DESIGN TEAM will refine the plans 1 time if needed to bring the project within budget.

- 5.1.1 **Deliverables:** (Digital PDF and @ Hard Copies)
 - 5.1.1.1 Perform site visits with the survey noting restrictions, site distance, and general characteristics of the site
 - 5.1.1.2 All plans and details necessary to convey design intent and provide accurate cost estimating at 1"=10'.
 - 5.1.1.3 Civil site plans
 - 5.1.1.4 Overall Landscape Plan identifying by species and quantity trees, shrubs, groundcovers, and turf.
 - 5.1.1.5 Overall Hardscape Plan identifying hardscape elements for parking lots, sidewalks, boardwalks, patios, walls, stairs, roof gardens, and ramps
 - 5.1.1.6 Layout Plan identifying structures, furniture, and lighting.
 - 5.1.1.7 Architectural floor plans and elevations
 - 5.1.1.8 Conceptual mass grading
 - 5.1.1.9 Design Development Pricing
 - 5.1.1.10 Coordinate and attend review meetings with ALDOT
- 5.1.2 Meetings: up to six (6)

6.0 CONSTRUCTION DOCUMENTS

6.1 Construction Documents will be developed based upon the Owner approved Design Development Package. Detailed plan drawings and details will be developed that are suitable for bidding and construction of the project. The documents will include both detailed and performance landscape plan specifications for design elements to give the contractor the maximum ability to provide solutions that meet the design intent at competitive prices. The DESIGN TEAM will refine each of the following submittals 1 time to bring the project within budget:

- 50% Construction Plans (Land Development Permit and ALDOT coordination) (Digital PDF and @ 3 Hard Copies)
- 80% Construction Plans; ALDOT Preliminary Plans (interdisciplinary QA/QC) – (Digital PDF)
- 90% Construction Plan Set (Owner Final Review) - (Digital PDF and @ 3 Hard Copies)
- 100% Construction documents; ALDOT Final Plans (Building Permits and Bidding) - (Digital PDF and @ 3 Hard Copies)

6.1.1 Deliverables: Construction Documents will include plans, elevations, details and specifications required to permit and bid the project:

- 6.1.1.1 Civil Plans and all associated disciplines to finish work
- 6.1.1.2 Landscape Architecture Plans all associated disciplines to finish work
- 6.1.1.3 Architecture Plans all associated disciplines to finish work
- 6.1.1.4 Coordinate and attend review meetings with ALDOT

- 6.1.1.5 Develop site geometric plan, drainage plan, construction phasing plan, demolition plan, utility plan, electrical plan, structural plans, signalization plans
- 6.1.1.6 Perform traffic counts and field work along Beach Boulevard and the intersections within the project limits.
- 6.1.1.7 Perform site visits with the survey noting restrictions, site distance, and general characteristics of the site
- 6.1.1.8 Perform traffic impact study and access management along Beach Boulevard from W 4th Street to E 3rd Street. Make recommendations for traffic improvements.
- 6.1.1.9 Develop construction documents for final demolition, traffic control, erosion control, civil, site, utility, electrical, and structural plans and quantities.
- 6.1.1.10 Develop specifications for demolition, traffic control, erosion control, civil, site, utility, electrical, signalization and structural.
- 6.1.1.11 Develop final cost estimates
- 6.1.1.12 Prepare and submit ALDOT permits.
- 6.1.1.13 Perform QA/QC audit and constructability review
- 6.1.2 Meetings: up to nine (9)

7.0 BIDDING

7.1 The DESIGN TEAM will assist the owner during the bidding process answer prospective bidder's questions about the design and evaluate bids.

7.1.1 Deliverables

- 7.1.1.1 (1) Pre bid meeting in Gulf Shores
- 7.1.1.2 Bid evaluation and recommendations

7.1.2 Meeting (1)

8.0 CONSTRUCTION OBSERVATION

The DESIGN TEAM (except the Civil Engineer) will provide Construction Observation services reviewing work for quality and conformance with the construction documents on the OWNER'S behalf. Construction Observation services will be provided as hourly services not to exceed limit listed in Exhibit B FEE. Additional time beyond that amount will be approved approval by the Owner in writing prior to completing additional work.

8.1 Typical construction observation activities include:

- Site visits
- Request for Information (RFI) responses
- Architects Supplemental Information (ASI) design clarifications
- Contractor submittal reviews

- Contractor mock up reviews
- Monthly Contractor pay application review

8.2 Meetings: During the course of construction the Design Team will attend meeting on site and by telephone conference to review Contractor progress, address design issues, and review work in the field. Meetings will include a Construction kick off meeting, bi monthly Owner – Architect - Contractor (OAC) meetings, mock up review, construction progress review, final punch review, and a warrantee review.

9.0 CONSTRUCTION INSPECTION

The Civil Engineer will provide act as the OWNER’S representative during construction and provide the following services:

- 9.1 Review contractor submittals.
- 9.2 Attend/conduct a pre-construction meeting.
- 9.3 Review laboratory, mill and shop test to assist in monitoring the quality of construction.
- 9.4 Consult, answer questions, and assist in resolving construction issues during construction.
- 9.5 Provide services of Resident Project Representative (RPR) for onsite inspection and engineering during construction.
- 9.6 Track and document unit bid contractor pay items.
- 9.7 Review monthly and final estimates for payment to contractors.
- 9.8 Make final inspection of the construction upon completion.
- 9.9 Perform construction management on building construction

IV. Additional Services

This is a comprehensive proposal for completion of the project work outlined in Section I. Project Understanding. Additional FEE may be required if there are substantial modifications to the project schedule, scope of construction work, additional of elements, change in construction budget or multiple bid packages are required.

Exhibit B: Fee

WORK ON INDIVIDUAL TASKS WILL BE WILL BE STARTED ONLY AFTER WRITTEN NOTICE TO PROCEED FROM THE OWNER. The scope of work for Tasks 1 - 7 in **Exhibit A** will be completed for a **LUMP SUM fee of \$927,750 INCLUSIVE of EXPENSES.** Tasks 8 & 9 will be completed for an **HOURLY fee of \$566,490.** Additional Services will be provided upon request from the Owner and authorized in writing before commencing work. Coordination meetings, addressing comments from the public notice and additional special studies that may be required will be performed on an hourly basis upon approval by the Owner. Application fees will be paid by the owner and are not included in the fees listed above.

TASK	FEE	FEE TYPE
1.0 SURVEY + GEOTECHNICAL INVESTIGATION		
1.1 SURVEY	\$14,750	Lump sum
1.2 GEOTECHNICAL INVESTIGATIONS	\$26,000	Not To Exceed
2.0 60% SCHEMATIC DESIGN	\$65,500	Lump Sum
3.0 PERMITTING	\$49,250	Lump Sum
4.0 FINAL SCHEMATIC DESIGN	\$45,800	Lump Sum
5.0 DESIGN DEVELOPMENT	\$306,200	lump sum
6.0 CONSTRUCTION DOCUMENTS	\$399,100	lump sum
7.0 BIDDING	\$ 21,150	lump sum
8.0 CONSTRUCTION OBSERVATION	\$68,200	hourly
9.0 CONSTRUCTION INSPECTION (VOLKERT ONLY)	\$498,290	hourly
TOTAL LUMP SUM FEES	\$927,750	lump sum
TOTAL HOURLY FEES	\$566,490	hourly

Notes:

1. The scope and fee is based upon the current attached Concept Plan – Exhibit D.
2. Addressing comments from the public notice, additional special studies or works not contemplated in original scope that may be required will be performed on an hourly basis upon approval by the Owner.
3. All permitting and application fees will be paid by the owner and are not included in the fees listed above.

V. Additional Services

Additional services not outlined in this proposal will be provided upon request by the Owner.



Exhibit C: Exclusions

The following items are **EXCLUDED** from the Scope and shall be provided by the Owner's Consultant under separate contract, the Contractor, or for an additional fee.

- Cistern Design
- Multiple Bid Packages
- LEED
- Any offsite utility design or coordination
- Design of water parks or water features beyond design intent.



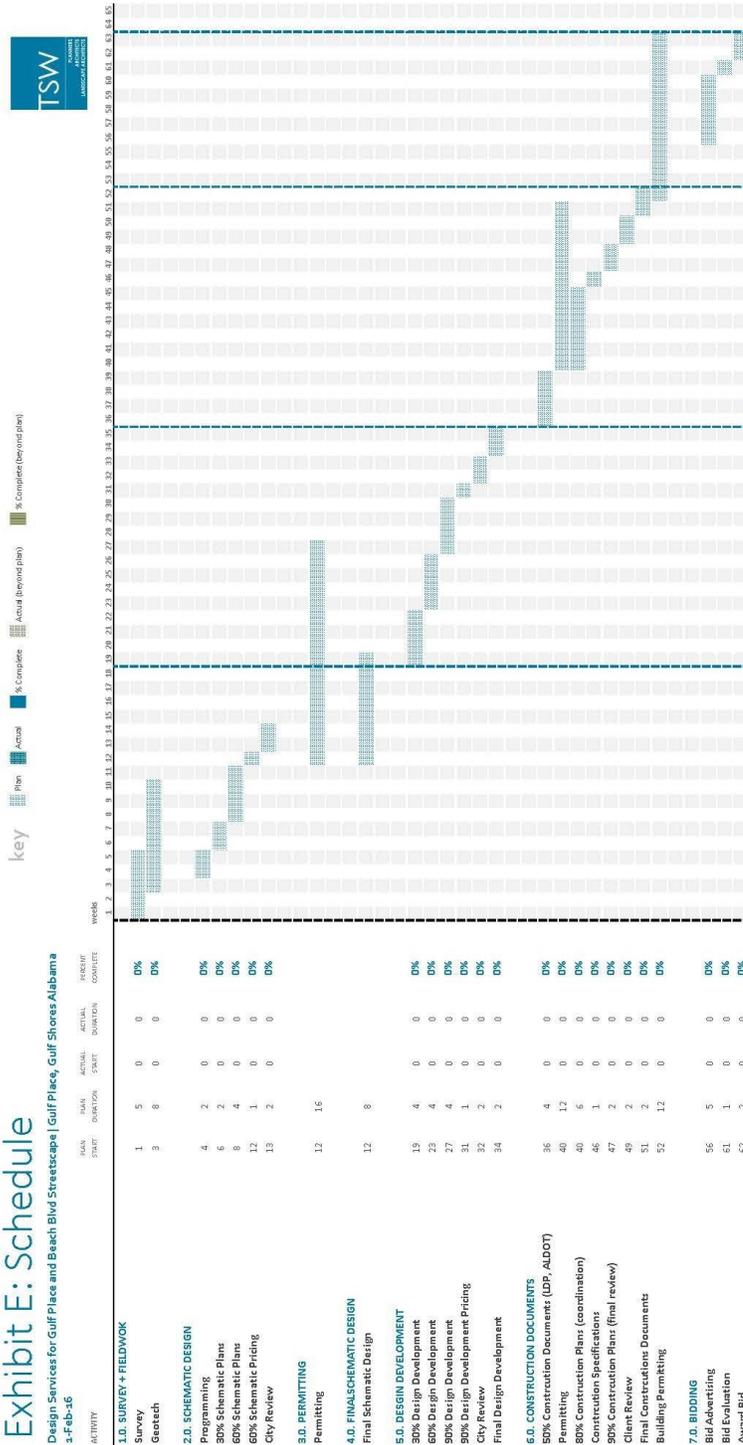
GULF PLACE MASTER PLAN



Exhibit E: Schedule

Design Services for Gulf Place and Beach Blvd Streetscape | Gulf Place, Gulf Shores Alabama

3-4-16-16





Mr. Steve Griffin
City Administrator
City of Gulf Shores, Alabama
203 Clubhouse Dr.
Gulf Shores, AL 36547

February 10, 2016

RE: Gulf Place & Beach Blvd Construction Plans – Gulf Shores, AL

1389 Peachtree Street, NE
Suite 200
Atlanta, GA 30309

Phone: 404.873.6730
Fax: 404.874.6471
www.tsw-design.com

Principals:
William Tunnell
Jerry Spangler
Thomas Walsh
Caleb Racicot
Adam Williamson

Associates:
Bryan Bays
Rebekah Calvert
Ben Woodrow Giles
Heather Hubble
David Lintott

TSW is pleased to provide this comprehensive proposal for construction documents and construction administration for the above project. The terms and conditions allow for the entire contract to be signed and work to be executed on task by task basis. Work on individual tasks will not be started until approved in writing.

We look forward to working with you on this amazing project. Please contact me if you have any questions.

Sincerely,

Bryan Bays
Director of Landscape Architecture
TSW



SMALL TOWN, BIG BEACH™

DATE: February 10, 2016

ISSUE: Waterway Village District Sidewalk Extension

RECOMMENDATIONS: Issue Purchase Order to R&S Paving & Grading, Inc. for the amount of \$28,538.

BACKGROUND: Recently, the Bywater Bistro restaurant opened along West Canal Drive on the edge of the Waterway Village District. The Bywater Bistro contributed \$7,750 in sidewalk and parking fees to the City. Currently there is \$76,442.43 in sidewalk contributions available for sidewalk construction. An extension of the sidewalk from the City Waterway Village District Parking lot is desired in order to utilize the City parking spaces purchased through the fees.

The City received two proposals to extend the Waterway Village Sidewalk on the south side of Canal Drive underneath the bridge to the drive of the restaurant. The low quote was received from R&S Paving & Grading, Inc. for \$28,538. The quote includes brick pavers to match the existing brick paver sidewalks within the Waterway Village District.

The Public Works Department recommends issuing a Purchase Order to R&S Paving & Grading, Inc. for \$28,538 to complete this work.

PREVIOUS COUNCIL ACTION: Council passed the 2016 Budget that included funding for Streets/Drainage/Sidewalk maintenance and repairs.

BUDGET IMPLICATIONS: Currently, we have \$100,000 budgeted in Account #01-563-64375, R&M – Streets/Drainage/Sidewalks and an additional \$76,442.43 in available sidewalk contributions.

RELATED ISSUES: None.

ATTACHMENTS: Quotes from R&S Paving & Grading, Inc. and Asphalt Services Inc.
Sketch of the new sidewalk

DEPARTMENT: Public Works

STAFF CONTACT: Mark Acreman



Phone # 251-943-2071
 Fax # 251-943-2117
 E-mail rspaving@gulftel.com

ESTIMATE

DATE	ESTIMATE NO.
1/29/2016	2015905

NAME / ADDRESS		PROJECT			
City of Gulf Shores P.O. Box 299 Gulf Shores, AL 36547		Waterway Improvements			
ITEM #	DESCRIPTION	QTY	UNIT	UNIT EACH	TOTAL
1	Sawcut and demo existing asphalt for sidewalk and island.				
2	Install crushed aggregate base for brick pavers.				
3	Install brick pavers, per layout according to revised drawing dated 1.20.16.				
4	Install 1 each ADA Handicap Ramp.				
5	Install approximately 54 LF of concrete ribbon curb.				
6	Mill necessary existing asphalt tie in areas.				
7	Spray tackcoat on existing asphalt to ensure proper adhesion of new asphalt layer.				
8	Repave asphalt with 1.5" compacted 424A asphalt wearing surface.				
	TOTAL	1	LS	28,538.00	28,538.00
TOTAL				\$28,538.00	

R & S Paving & Grading, Inc. agrees to furnish materials and perform work as above and that this estimate is good for 30 days.
 The authorized signature agrees to:
 a) Payment terms: Upon Request. (Late fees and interest are applicable at max allowed.)
 b) also agrees that any additional work beyond scope outlined will be at an additional charge. If applicable this includes any unsuitable dirt removed or suitable dirt added will be charged at a CY cost in addition to above. Warranty does not cover the occurrence of reflective cracking, grass growth, or water ponding due to existing conditions.
 c) that this is a binding contract between parties listed and all parties with an interest in the improvements made to the property. Attorney fees and interest (18%) can be awarded to enforce this contract. By signing the contract you agree that in the event (if applicable) you (customer) are not paid, R & S will be paid according to the terms outlined.

Authorized Customer Signature: _____

Authorized R & S Signature: _____



Asphalt Services, Inc.

11045 Old Highway 31
Spanish Fort, Al. 36527
Phone 251.621.9325
Fax 251.621.9393

PROPOSAL NO.

PROPOSAL NO. **160204**

DATE **2/2/2016**

CUSTOMER
ADDRESS

City of Gulf Shores

Contact

Clint Colvin

LOCATION

24 th Street

SCOPE OF WORK INCLUDED IN THIS PROPOSAL

Item	Quantity	Description	Rate	Total
WE ARE PLEASE TO QUOTE THE FOLLOWING SCOPE OF WORK:				
<u>SCOPE OF WORK</u>				
1	1	LS Extend Sidewalk & Asphalt Work Under 59 Bridge	\$31,082.00	\$31,082.00

Prices Good For 60 Days

Accepted By:

Submitted By:

Taylor Renfroe

2/2/2016

Authorized Representative

Date

Taylor Renfroe, Project Manager

Date

Unless specifically noted on this proposal, all items quoted include labor, materials, equipment, overhead, profit, and all applicable taxes. This proposal, if accepted, will become and integral part of any existing contract on this project. A signature by an authorized representative is required for the execution of this work.

Revised
1/20/2016



Asphalt overlay. Milled tie-in to existing asphalt. Level as required to allow drainage across new sidewalk.

Remove existing asphalt/base in landscape island

6" curb

24.0 ft

24.0 ft

23.5 ft

24.0 ft

15.0 ft

R10.0' (typ)

Existing edge of pavement

8.0 ft

10.0 ft

This concrete "ramp" to end flush with existing drive. Max 1:12. Install truncated domes.

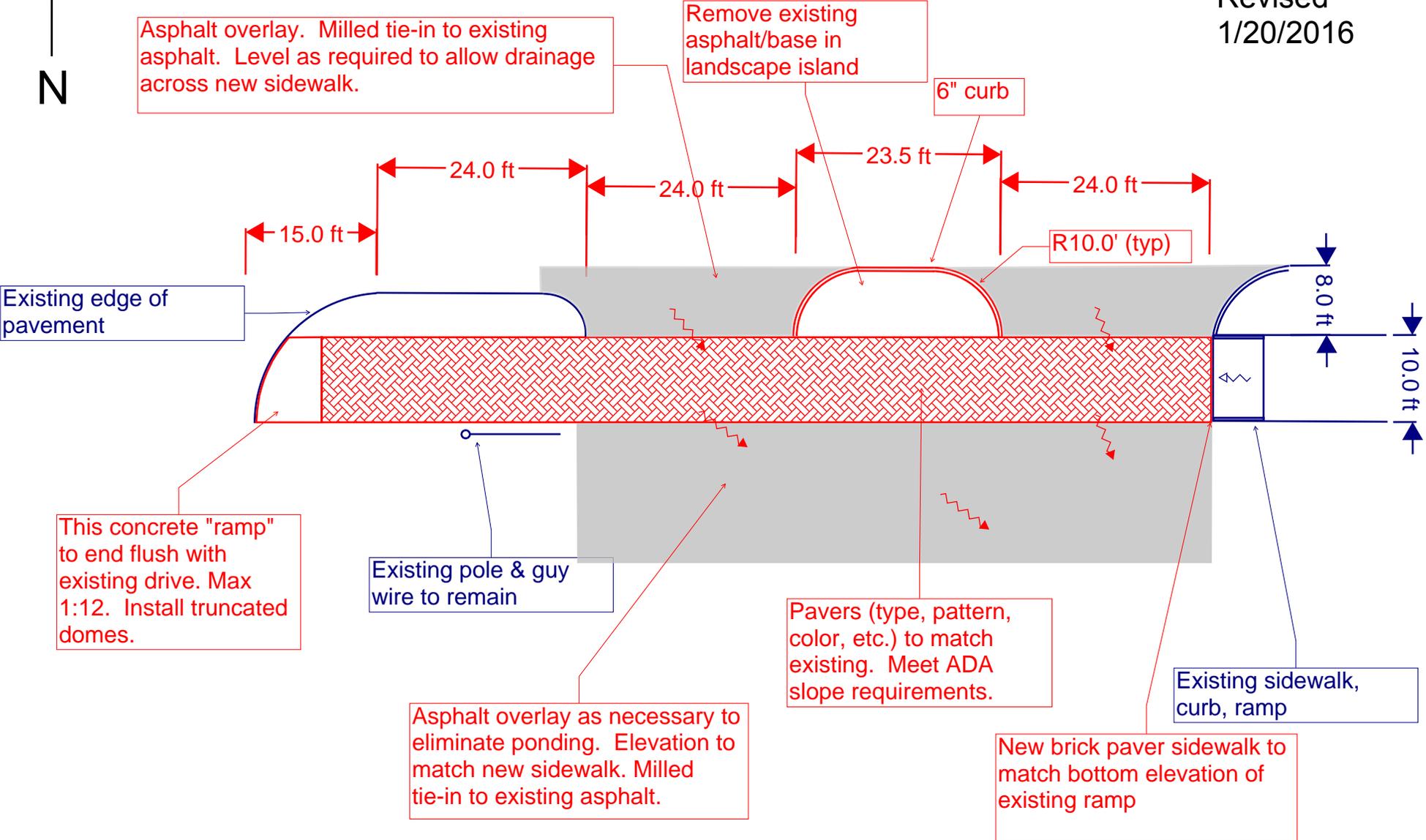
Existing pole & guy wire to remain

Pavers (type, pattern, color, etc.) to match existing. Meet ADA slope requirements.

Existing sidewalk, curb, ramp

Asphalt overlay as necessary to eliminate ponding. Elevation to match new sidewalk. Milled tie-in to existing asphalt.

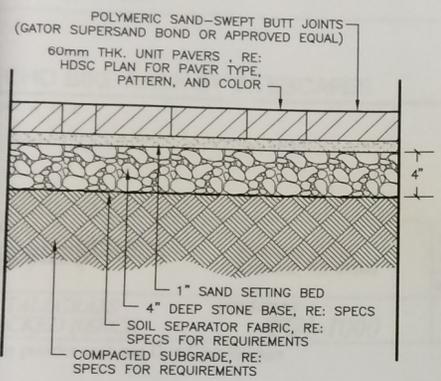
New brick paver sidewalk to match bottom elevation of existing ramp



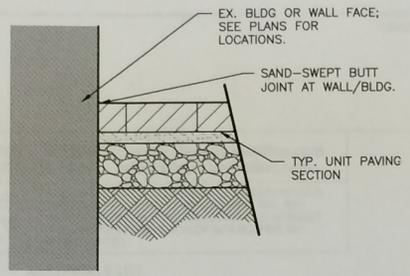
TYPICAL CONCRETE PAVING JOINT DETAILS

1 1/2" = 1'-0"

321313.13-10



TYP. UNIT PAVING SECTION

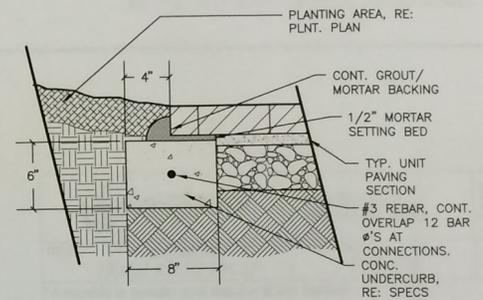


UNIT PAVERS AT WALL/BLDG.

4 BENCH INSTALL ON UNIT PAVERS

3/4" = 1'-0"

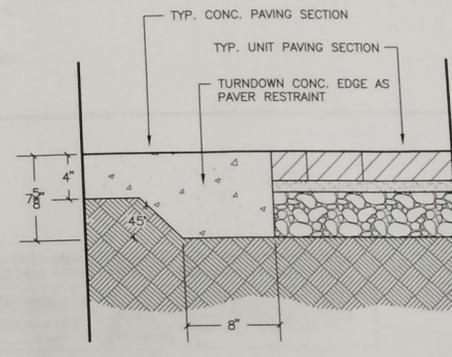
129343.13-08



UNIT PAVERS AT PLANTING BED

5 TYPICAL BENCH AREA PLAN

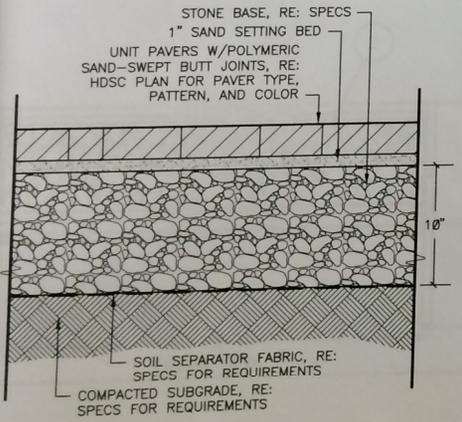
Scale: 3/8" = 1'-0"



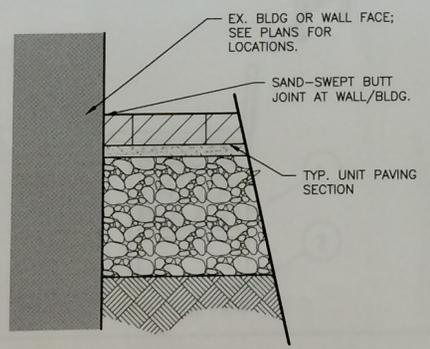
UNIT PAVERS AT CONC. PAVING

PEDESTRIAN UNIT PAVING ON FLEXIBLE BASE

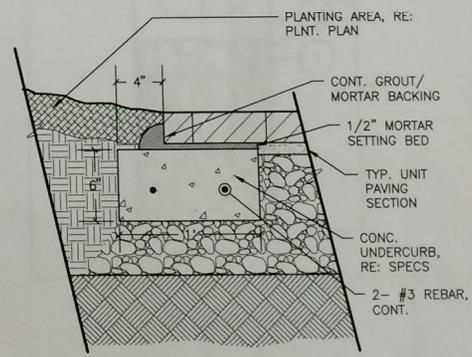
1 1/2" = 1'-0"



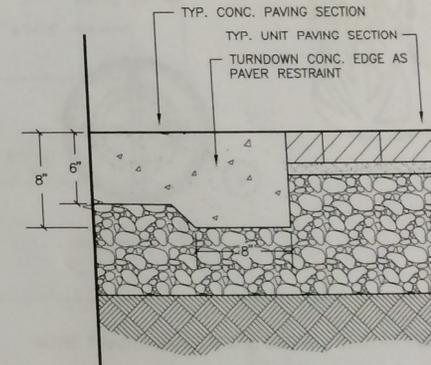
TYP. UNIT PAVING SECTION



UNIT PAVERS AT WALL/BLDG.



UNIT PAVERS AT PLANTING BED



UNIT PAVERS AT CONC. PAVING

VEHICULAR UNIT PAVING ON FLEXIBLE BASE

1 1/2" = 1'-0"



SMALL TOWN, BIG BEACH™

DATE: February 10, 2016

ISSUE: ALDOT Agreement for Pedestrian Signal Upgrades

RECOMMENDATIONS: Authorize Traffic Signal Maintenance Agreement with ALDOT for permit/maintenance for pedestrian signal upgrade at the intersection of AL 180 @ Walmart.

BACKGROUND: Installation of the pedestrian signal upgrade was part of the 2 mile trail connection from Hwy 59 to the Hugh Branyon Back Country Trail.

PREVIOUS COUNCIL ACTION: None

BUDGET IMPLICATIONS: Funding for ongoing traffic signal maintenance is provided for in the operational budget R&M Traffic Lights, account #01-564-64379.

RELATED ISSUES: None.

ATTACHMENTS:

- Agreement

DEPARTMENT: Public Works

STAFF CONTACT: Mark Acreman



Robert Bentley
GOVERNOR

ALABAMA DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 I-65 WEST SERVICE ROAD N.
MOBILE, ALABAMA 36618-1109
Telephone: (251) 470-8200
Fax: (251) 473-3624



John R. Cooper
TRANSPORTATION DIRECTOR

January 15, 2016

The Honorable Robert Craft
City of Gulf Shores
203 Clubhouse Drive
Gulf Shores, Alabama 36542

Dear Mayor Craft:

RE: Agreement for Pedestrian Signal Upgrades
AL 180 @ Walmart

Attached please find the Traffic Signal Permit/Maintenance agreement for the pedestrian signal upgrade at the intersection of AL 180 @ Walmart in the City of Gulf Shores. Please execute the document and return to our office for further processing.

Should you have any questions or need additional information, please advise.

Sincerely,

Vincent E. Calametti, P.E.,
Region Engineer

By: 
Daniel Driskell, P.E.
Traffic Engineer - Mobile

VEC/DED/jkb
Attachment
c: Traffic File

Region Tracking Number: _____ Project Number: 100020111

Region: SWR - Mobile County: BALDWIN

STATE OF ALABAMA acting by and through the
ALABAMA DEPARTMENT OF TRANSPORTATION: AGREEMENT for the
INSTALLATION and/or OPERATION and MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or ROADWAY LIGHTING

This Agreement, in accordance with resolution number _____ dated (or minutes dated) _____ attached hereto and made part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE) and the CITY OF GULF SHORES (herein referred to as **MAINTAINING AGENCY**) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation & Maintenance
Traffic Control Signal:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Intersection Flashing Signal/Beacon:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roadway Lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The accomplishment of the work indicated by the alphabetic letter of "X" marked in the check-box(es) above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, and/or D as applicable, will be at the following location(s): *{Example: AL-3/US-31 @ Main Street [A & D] denotes the installation, operation, and maintenance of the equipment installed}* **NOTE** – if more space is needed, please use continuation sheets.

INSTALLATION OF PEDESTRIAN SIGNALS AT AL 180 @ WALMART [B&D]

- In the event the work to be accomplished above is identified by (A) and/or (B), the STATE MAINTAINING AGENCY will furnish and the STATE MAINTAINING AGENCY will install the equipment and/or associated hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively, the "Exhibit O" is attached to and made part of this Agreement.

2. The equipment and/or associated hardware shall be installed in accordance with the applicable portions of the:
 - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
 - B. State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
 - C. National Electrical Code, current edition.
 - D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
 - E. Code of Alabama, 1975 (as Amended) with specific reference to:
 - (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
 - (2) §32-5A-32, Traffic – Control signal legend.
 - (3) §32-5A-33, Pedestrian – Control signals.
 - (4) §32-5A-34, Flashing signals.
 - (5) §32-5A-35, Lane – Direction – Control signals.
3. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE's Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE's Bureau of Materials and Tests.
4. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.
5. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The MAINTAINING AGENCY agrees further to maintain the equipment and/or associated hardware in a good state of repair at all times, as required in accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

5a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.

6. A. Unwarranted traffic control signal. (Mark with "X" if applicable in check-box)

If the installation is identified on page one as (A) "New Installation" or (B) "Equipment Upgrade" with "Traffic Control Signal:" marked, and this installation is requested by the MAINTAINING AGENCY and the signal is unwarranted as marked above, then upon installation of the equipment and/or associated hardware, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused.

B. All other work. (Mark with "X" for the appropriate type of MAINTAINING AGENCY in appropriate check-box)

The CITY (Incorporated Municipality)

Subject to the limitations on damages to municipal corporations under Alabama Code § 11-47-190(1975), the City shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees, in their official capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of, connected with, resulting from, or related to the work performed by the City, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the City pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction or tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorney's fees, caused by the negligent, careless, or unskillful acts of the City, its agents, servants, representatives, or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation, or reimbursement by the City, its agents, servants, representatives or employees, or anyone for whose acts the City may be liable.

The COUNTY (County Government or Agency)

Subject to the limitations on damages applicable to counties under Ala. Code § 11-93-2(1975), the County shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees, in their official capacities, from and against (1) claims,

damages, losses, and expenses, including but not limited to attorneys' fees arising out of or resulting from work performed by the County, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the County pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees caused by the negligent, careless or unskillful acts of the County its agents, servants representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the County, its agents, servants, representatives or employees, or anyone for whose acts the County may be liable.

The term "hold harmless" includes the obligation of the MAINTAINING AGENCY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

7. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the STATE MAINTAINING AGENCY.
8. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the MAINTAINING AGENCY. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.
9. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the MAINTAINING AGENCY.
10. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "**Exhibit M**" is attached to and made a part of this Agreement.
11. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional Provision or Amendment, then the conflicting provision in this Agreement shall be deemed null and void.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

12. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows: {Example: 5 – 3 sec, 12", red ball, yellow/green left arrow. OPTION: If plans are available to convey information below, just enter "SEE ATTACHED PLANS".} NOTE – If more space is needed, please use continuation sheets.

TWO (2) PEDESTRIAN TRAFFIC CONTROL SIGNALS (COUNTDOWN)

TYPE OF SIGNAL		CONTROLLER	
<input type="checkbox"/> Traffic Control	<input checked="" type="checkbox"/> Pedestrian Control	Make:	Model #:
<input type="checkbox"/> Flashing	<input type="checkbox"/> Lane Control	<input type="checkbox"/> Fixed Time	<input type="checkbox"/> Two Phase
<input type="checkbox"/> School Flasher	<input type="checkbox"/> Railroad Crossing	<input type="checkbox"/> Semi Actuated	<input type="checkbox"/> Four Phase
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Full Actuated	<input type="checkbox"/> Eight Phase
_____		<input checked="" type="checkbox"/> Other: <u>PEDESTRIAN (COUNTDOWN)</u>	
_____		SYSTEM <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

13. In the event the work to be accomplished is identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the STATE MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.
14. By entering into this agreement, the MAINTAINING AGENCY is not an agent of the State, its officers, employees, agents or assigns. The MAINTAINING AGENCY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
15. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Region Engineer.

(Seal of OWNER)

Legal Name of MAINTAINING AGENCY

Attest: _____
(Seal or notary signature)

By: _____
Authorized Signature for MAINTAINING AGENCY

Agreement Recommended for approval:

By: _____
Area Traffic Engineer Signature

STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION

The within and foregoing Agreement is hereby approved on this _____ day of _____, 20_____.

APPROVED:

RECORDED:

By: _____
Region Engineer Signature

By: _____
State Traffic Engineer Signature

Date: _____
(Added to Archive)



SMALL TOWN, BIG BEACH™

DATE: February 8, 2016

ISSUE: Reject Recreation Center Pool Filtration Bid

RECOMMENDATIONS: Reject bids for replacement of the Recreation Center Pool Filtration.

BACKGROUND: The City opened sealed bids on January 26, 2016 for the Recreation Center Pool Filtration. Two bids were received for this project, both above the budgeted amount. The lowest bid was from Duffield Aquatics with a base bid of \$72,530. However, this bidder was not in compliance.

Public Works recommends rejecting these bids and revising or re-bidding at a later date.

PREVIOUS COUNCIL ACTION: Council passed the 2016 Budget that included funding for the Recreation Center pool repairs.

BUDGET IMPLICATIONS: Total budget for the Recreation Center pool repairs is \$600,000. Of that, approximately \$50,000 was for the pool filtration.

RELATED ISSUES: None

ATTACHMENTS: Bid Tab

DEPARTMENT: Public Works

STAFF CONTACT: Mark Acreman



BID TABULATION SHEET

Project Name: **RECREATION CENTER - POOL FILTRATION**
 Requisition No. **2016-0126**

Bid Date: **January 26, 2016**
 Bid Opening Time: **2:00 PM**

Bidder's Name	COX Pools	Duffield Aquatics				
Alabama Contractor License No.	19701	MP1658				
Bond	✓	✓ check				
Affidavits	✓	✓				
Addenda Received	N/A	N/A				
Notes						
Bid Amount BASE BID	\$ 75,750.00	\$ 72,530.00				
ADD ALT 1	\$ 11,500.00	\$ 11,328.00				
BASE BID + ALT 1 TOTAL	\$ 87,250.00	\$ 83,858.00				

OPENED BY: 

TABULATED BY: 

WITNESS BY:



SMALL TOWN, BIG BEACH

Memorandum

Date: February 11, 2016
To: Mayor Craft
City Council
From: Grant Brown & Nicole Ard 
Cc: Steve Griffin
Subject: Request to modify tennis agreement with Tomas Catar

BACKGROUND: For the last year the City of Gulf Shores has utilized Tomas Catar as a Professional Tennis Instructor franchisee at the Tennis Center. His service has become an essential part of our program and is actively enhancing our community quality of life by offering active, healthy tennis activities for all. We have reformatted the original agreement to better define individual responsibilities and procedure.

RECOMMENDATION: Modify existing agreement with Tomas Catar relative to tennis tournaments. The recommended changes define parameters for scheduling tournaments, shift the financial responsibilities related to tournament expenses to the contractor and allows the contractor to retain all net earnings from the tournaments approved by the City.

PREVIOUS COUNCIL ACTION: Council last approved a 2015 agreement on April 13, 2015.

BUDGET IMPLICATIONS: None

ATTACHMENTS: 2015 Agreement with proposed changes redlined between Tomas Catar and the City of Gulf Shores

DEPARTMENT: Recreation and Cultural Affairs

STAFF CONTACT: Nicole Ard, Recreation Manager

TENNIS INSTRUCTOR AGREEMENT

THIS AGREEMENT, by and between the City of Gulf Shores, Alabama, a municipal corporation hereinafter referred to as the "City," and Tomas Catar, referred to as "Contractor," witnesseth:

WHEREAS, The City desires to make available to its citizens the availability of professional **TENNIS** lessons, such instruction to be performed at the George C. Meyer Tennis Center (GCMTC); and,

WHEREAS, The Contractor is a certified **USPTA** or **USPTR**, Tennis Instructor; and,

WHEREAS, the present staff is insufficient to meet the demands of the public; and,

WHEREAS, the services of a professional tennis instructor requires an individual possessing a high degree of professional skill where the personality of the individual plays a decisive part;

Now therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

1. The Contractor shall provide **TENNIS** instruction to the general public at the GCMTC.
2. Contractor shall advise the Tennis Coordinator of the materials and equipment believed required for the proper maintenance of the facilities and grounds, and such materials and equipment as are determined by the Tennis Coordinator to be required will be made available to Contractor at the expense of the City.
3. The Contractor shall report directly to the Tennis Coordinator. Contractor will work with the Tennis Coordinator in establishing programs and community activities that will involve residents of all ages and abilities, and shall work with the Community Tennis Association and local School System to develop and implement a full plan to promote the game of tennis for the benefit of all residents of the area.
4. The Contractor shall work with the Tennis Coordinator to help implement and oversee a tennis instructional program for all age groups, and shall help facilitate and coordinate league and competitive play throughout the City.
5. The Contractor shall be granted the use of hard courts 7 and 8 or soft courts 1 and 2 generally. The exception of tournament play with advance notice of a minimum of 14 days shall supersede all use of said courts. Alternate courts will be made available unless tournament requires all courts to be used. Tournament play shall supersede all lesson activity. Specifically, soft courts 5 and 6 shall be only used for lessons with scheduled approval by Tennis Coordinator.
6. The Contractor shall develop and execute a minimum of four (4) sessions of summer Tennis Camps. The Contractor shall conduct a monthly "Grow the Game" clinic at no charge to the participants. The dates and times of this monthly clinic shall be scheduled and mutually agreed upon with the City of Gulf Shores.
7. All fees associated with ~~Tournaments, Camps~~, Events, Clinics, Lessons, Programs, Stringing and other services held and provided by Contractor will be collected by the City of Gulf Shores with the Contractor receiving 85% and City receiving 15%.

8. The Contractor shall be allowed to hold tournaments with approval by the City of Gulf Shores. Tournament applications should be submitted no later than 3 months before requested date. The Contractor will be responsible for all tournament-related expenses and will retain all earnings. The City will provide a desk attendant for the duration of all approved tournaments. The City will also provide a grounds maintenance worker daily to prepare courts and grounds before tournament.
9. The Contractor shall be paid twice monthly in accordance with the City's check printing cycle.
10. The Contractor will turn in his Lesson Money hourly to be deposited with the daily cash register deposit. The price of the lesson per person shall be:

	1 hour	2 hours
1 Player	48	96
2 Players	28	56
3 Players	18	36
4 Players	16	30
5 Players	14	25
6 Players	12	20
7 Players	10	20
8 Players	10	20
9 Players	10	20
10 Players	10	20
11 Players	10	20
12 Players	10	20

11. All lesson payments must be made at the Tennis Center Front Desk directly by the client/s on or before the date of lesson. The Contractor must provide his own equipment, specifically tennis balls and racquets, for all his lessons.
12. The Contractor shall provide a racquet stringer and supplies to re-string racquets with Contractor receiving 85% and City receiving 15%. Contractor will be identified as a recommended stringer for the George C. Meyer Tennis Center.
13. The Contractor shall indemnify and hold the City harmless from any claims of liability for injury or damages of any kinds whatsoever sustained by Contractor or by any other person, arising directly or indirectly during the course of Contractor's performance under the Agreement. Contractor shall provide the City of Gulf Shores with a certificate of insurance demonstrating that Contractor is maintaining general liability insurance coverage, with the City named as an additional insured as its interests may appear, and with minimum coverage limits of \$100,000 per person and \$300,000 per occurrence.
14. The Contractor shall acquire and maintain an annual business license with the City.
15. The Contractor may use the Gulf Shores Brand Identity/Logo on promotional materials with prior approval with a minimum of ~~one week~~ two weeks required for review and approval from the City of Gulf Shores.
16. The Contractor shall act as an independent contractor rather than as an employee of the City, and shall not be entitled to benefits or coverage afforded by the City to its employees.

- 17. The Contractor shall at all times act in in the best interest of the City. All services to be provided under this Agreement by Contractor are personal services to be performed only by Contractor, and Contractor's rights and obligations hereunder may not be assigned or subcontracted in whole or in part.
- 18. This Agreement shall remain in full force and effect for one (1) year from the date of the signing of this contract. Either party may elect to terminate this Agreement at any time, with or without cause, effective upon thirty (30) days prior written notice. Notice shall be deemed delivered when physically received or, in the case of notice mailed to the parties at the addresses specified below, when deposited in the U.S. mail, properly addressed, first class postage prepaid.
- 19. Modifications to this agreement may be made only in a writing executed by both parties. .

IN WITNESS WHEREOF, the parties have here unto set their hands and seal this _____
Day of _____, 20____.

CITY OF GULF SHORES, ALABAMA

Robert Craft, Mayor

ATTEST:

Mailing Address:
P.O. Box 299
Gulf Shores, AL 36547

CONTRACTOR

Mailing Address:

TO: Mayor Craft & Members of the City Council

FROM: Brandan Franklin

SUBJECT: Hurricane Re-Entry/Parking Pass Resolution Update

DATE: February 11, 2016

ISSUE: Amend resolution regarding hurricane re-entry and parking passes as presented

RECOMMENDATION: Staff recommends approval of the attached resolution

BACKGROUND: The City of Gulf Shores currently issues parking passes and hurricane re-entry decals to residents of Gulf Shores and within the Police Jurisdiction. This resolution limits the distribution to only the residents within the Corporate Limits, eliminating the decals to areas within the Police Jurisdiction. Areas outside of the Corporate Limits will be directed to Baldwin County for purchase of the decals.

Currently, the City issues re-entry passes to Contractors (General Contractors, Home Builders, Roofers, Plumbers, and Electricians), Property Management Companies, and Business Owners. Business owners receive these passes for free and all others have a fee. The new resolution limits the amount of each type of re-entry pass to ten (10) with a fee of \$10.00/ea. and \$25.00 administrative fee. All fees will double if a "Watch" is issued for our area and distribution will cease if a "Warning" is issued for our area.

The purpose of the re-entry passes is to allow residents, business owners and property management companies to assess their property and make arrangements for repairs to be made. The Contractor passes are to allow emergency repairs to be made to allow power and sewer to be restored to the structures.

Staff recommends a fee for the passes to compensate the City for the in-kind services provided for the passes. Staff also feels limiting the amount of passes distributed will limit the congestion created in certain areas so the State and City's employees, Utility Companies and their contractors can return the area to safe conditions.

PREVIOUS COUNCIL ACTION: Resolution 5210-13 adopted March 25, 2013

BUDGET IMPLICATIONS: None

RELATED ISSUES: none

ATTACHMENTS: see attachments

DEPARTMENT: Building/Revenue/Recreation and Cultural Affairs

STAFF CONTACT: Grant Brown

RESOLUTION NO.

A RESOLUTION
AMENDING RESOLUTION NO. ~~5121-12~~5121-125210-13
ADOPTED ~~OCTOBER 8, 2012~~MARCH 25, 2013
RELATIVE TO ESTABLISHING
A POLICY FOR ISSUANCE OF
HURRICANE RE-ENTRY DECALS FOR
RESIDENT, CONTRACTOR,
BUSINESS AND PROPERTY MANAGEMENT
HURRICANE RE-ENTRY PASSES

Whereas, in Resolution No. 5121-12, adopted ~~October 8,~~
2012March 25, 2013, the City Council of the City of Gulf Shores
approved the establishment of a policy for the issuance of
hurricane re-entry decals, and contractor, business, and
property management hurricane re-entry passes.

Whereas, it has been determined that business re-entry
passes should exclude those with licenses for residential
properties; such passes are covered under Sections 1 - 3 of this
Resolution which has been re-written in its entirety as follows:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES,
ALABAMA, WHILE IN REGULAR SESSION ON MARCH 25, 2013, as follows:

Section 1. That all residents and property owners within
the City of Gulf Shores corporate limits, ~~and police~~
~~jurisdiction~~ will be mailed two (2) hurricane re-entry decals to
the billing address of record with Baldwin EMC.

Section 2. That those residents and property owners who
wish to obtain additional hurricane re-entry decals will be
allowed to purchase no more than three (3) additional decals at
a cost of \$5.00 per decal.

Section 3. That strict proof of residency or property
ownership will be required for the purchase of additional
hurricane re-entry decals in the form of a deed, lease, utility
bill, etc., that bears the street address of the property for
which the decal is being purchased, along with proof of
identity.

Section 4. That up to ten (10) Property Management Company
Hurricane Passes will be sold at a cost of \$10.00 each plus a
\$25.00 administrative fee. All fees will double if a
Hurricane/Tropical Storm Watch is issued for our area. fee
during the period February 28 through May 15. Beginning June 1,
administrative fee costs will be doubled.

Section 5. That up to ~~five (5)~~ten (10) *Contractor
Hurricane Passes will be sold at a cost of ~~\$10~~\$25.00 each plus a
\$25.00 administrative fee. All fees will double if a
Hurricane/Tropical Storm Watch is issued for our area.
* Contractor shall be defined as 1) General Contractor, 2)
Homebuilder, 3) Electrician, 4) Plumber, 5) Mechanical
Contractor, and 6) Roofing Contractor. during the period
February 28 through May 15. Replacement passes will be issued
at a cost of \$25.00 each. Beginning June 1, Hurricane Pass costs
will be doubled.

Section 6. That up to *ten (10) Business Passes will be
sold for businesses in the city, **excluding licenses for**
residential properties, ~~will have up to eight (8) Hurricane~~

~~Passes issued at no cost during the period February 28 through May 15, at a cost of \$10.00 each plus a \$25.00 administrative fee. All fees will double if a Hurricane/Tropical Storm Watch is issued for our area.~~

~~* Supermarkets, Grocery Stores, and Hardware/Building Supply Stores may receive additional passes upon written request to the Emergency Manager. A \$25.00 administrative fee will be assessed for passes distributed beginning June 1, except for new businesses in which passes will be included with Business License Certificate.~~

Section 7. That once a hurricane warning has been issued, NO hurricane passes of any type will be available.

Section 8. That all other resolutions or parts of resolutions of the City of Gulf Shores in conflict herewith shall be and the same are, to the extent of such conflict, hereby repealed.

Section 9. That this Resolution shall become effective upon its adoption.

ADOPTED this ~~25th day of March, 2013.~~

Robert Craft, Mayor

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. ~~5210-13~~ (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on ~~March 25, 2013.~~

City Clerk



SMALL TOWN, BIG BEACH™

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

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.

DATE: 2/12/16
ORGANIZATION/SPONSOR: The Hangout
ADDRESS: 101 E. Beach Blvd.
AGENT OR REPRESENTATIVE: Jerr McLutchen
TELEPHONE NUMBER: (251) 709-7079
EMAIL ADDRESS: jerr@thehangout.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:

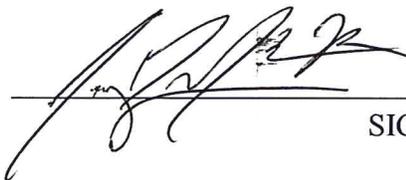
- a) Purpose of the Public Assembly: Introduce the public to Knockerball
b) Dates of the Assembly: 3/15/16, 3/16/16, 3/17/16
c) Time of the Assembly: from 10am to 5pm
d) Estimated number of Participants/Attendees: 100
e) Estimated number of Vendors: 1
f) Location of Assembly (legal description of property if known):
i. The public Beach directly South of The Hangout
ii.
g) Owner of Property: The City of Gulf Shores

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.
- j. **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.) *N/A*
 - (2) Food and water supply and facilities *- The Hangout*
 - (3) Health and sanitation facilities (specify number of portable toilet facilities to be furnished) *- The Hangout*
 - (4) Medical facilities and services including emergency vehicles and equipment *N/A*
 - (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.) *Public Parking lot by public Beach*
 - (6) Camping and trailer facilities *N/A*
 - (7) Illumination facilities *N/A*
 - (8) Communications facilities *N/A*
 - (9) Signage – Signage placement must be shown on diagram, comply with the City's Zoning Ordinance *one sign on the Beach* (Ordinance #1584, Chapter 18, Article XVI, Signs) and *that says "KNOCKERBALL"* be approved by the Recreation and Cultural Affairs Director (or his agent) prior to the issuance of the Permit.
 - (10) Noise control and abatement *N/A*
 - (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) *Public Trash cans, There is no food service on beach.*

- (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. *see attached*

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 11-26, Code of Ordinances, under which a Public Assembly 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 11-24 of the Code of Ordinances of the City of Gulf Shores, the requirement of an Assembly 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) Building Official: _____ Date: _____
 - e) Planning & Zoning: _____ Date: _____
 - f) Recreation & Cultural Affairs: _____ Date: _____
 - g) City Administrator: _____ Date: _____
-
-

ACTIVITY WAIVER *Read carefully before signing*

Activity: KNOCKERBALL

Date	Participant
Location	Address of Participant
Company	

ASSUMPTION OF RISK, RELEASE, WAIVER AND INDEMNITY AGREEMENT

AS A CONDITION OF PARTICIPATING IN THE ACTIVITY AT THE LOCATION, YOU ARE SIGNING THIS AGREEMENT, AND ARE GIVING UP FOREVER YOUR RIGHTS TO SUE COMPANY FOR ANY REASON WHATSOEVER FOR ANYTHING OCCURRING AT THE LOCATION OR DURING THE ACTIVITY.

The Participant being fully aware of the INHERENTLY DANGEROUS risks and hazards inherent upon participating in the Activity at the Location, hereby elects voluntarily to engage in the Activity and enter upon said Location. The Participant hereby voluntarily assumes all risks of loss, damage, or injury, including death that may be sustained by the Participant, or any property of the Participant, while engaged in the Activity at the Location.

In consideration of being permitted to enter upon the Location and/or engage in the Activity, Participant, being of lawful age does for himself/herself, and his/her heirs, executors, administrators and assigns, now releases and forever discharges, waives and covenants not to sue, any person or entity including but not limited to Company, and all who or which succeed to Company's interest, and it's officers, directors, members, managers, shareholders, agents, employees, independent contractors, paramedics, health care providers, security, personal representatives, promoters, sponsors, advertisers, owners, lessees, lessors, guests, customers, spectators or anyone else located at or related to the Activity or the Location, and each of them, all referred to herein as "RELEASEES," for and on account of any and every claim, demand, action or right of action, of any kind of nature, either in law or in equity, known or unknown, from the Date hereof until the end of time, for all manner of loss or damage, and any claim for loss or damage, known or unknown, on account of injury to the person or property of Participant or resulting in the death of Participant whether caused by negligence, or gross negligence of "RELEASEES" or for any reason whatsoever including, but not limited to, Participant engaging in the Activity at the Location.

Participant assumes full responsibility for, and risk of, bodily injury, death or property damage due to the negligence or gross negligence of RELEASEES or otherwise, while in or upon the Location and/or while engaging in the Activity.

Participant agrees that this Assumption of Risk, Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State in which the Location is located and that if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Participant HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS RELEASEE and each of them from any loss, damage, attorneys fees, costs of litigation, or any other costs they may incur due to Participant's misrepresentations herein and/or for any breach of this Agreement and the warranties contained herein including, but not limited to, any costs of litigation and attorney's fees associated with any claim or suit related to Participant's participation in the Activity at the Location.

RELEASOR UNDERSTANDS THAT THIS IS A CONTINUING RELEASE AND INDEMNITY AGREEMENT WHICH NEVER EXPIRES AND APPLIES TO ALL INJURIES, DAMAGES, CLAIMS,

LIABILITY AND/OR INHERENTLY DANGEROUS ACTIVITIES OCCURRING PRIOR TO THE DATE OF ITS EXECUTION UNTIL THE END OF TIME.

This Agreement contains the entire agreement between the parties and the terms of this Agreement are contractual and not mere recital.

Participant further states that he or she has carefully read this Agreement and knows the contents of and signs this Agreement as his or her OWN FREE ACT.

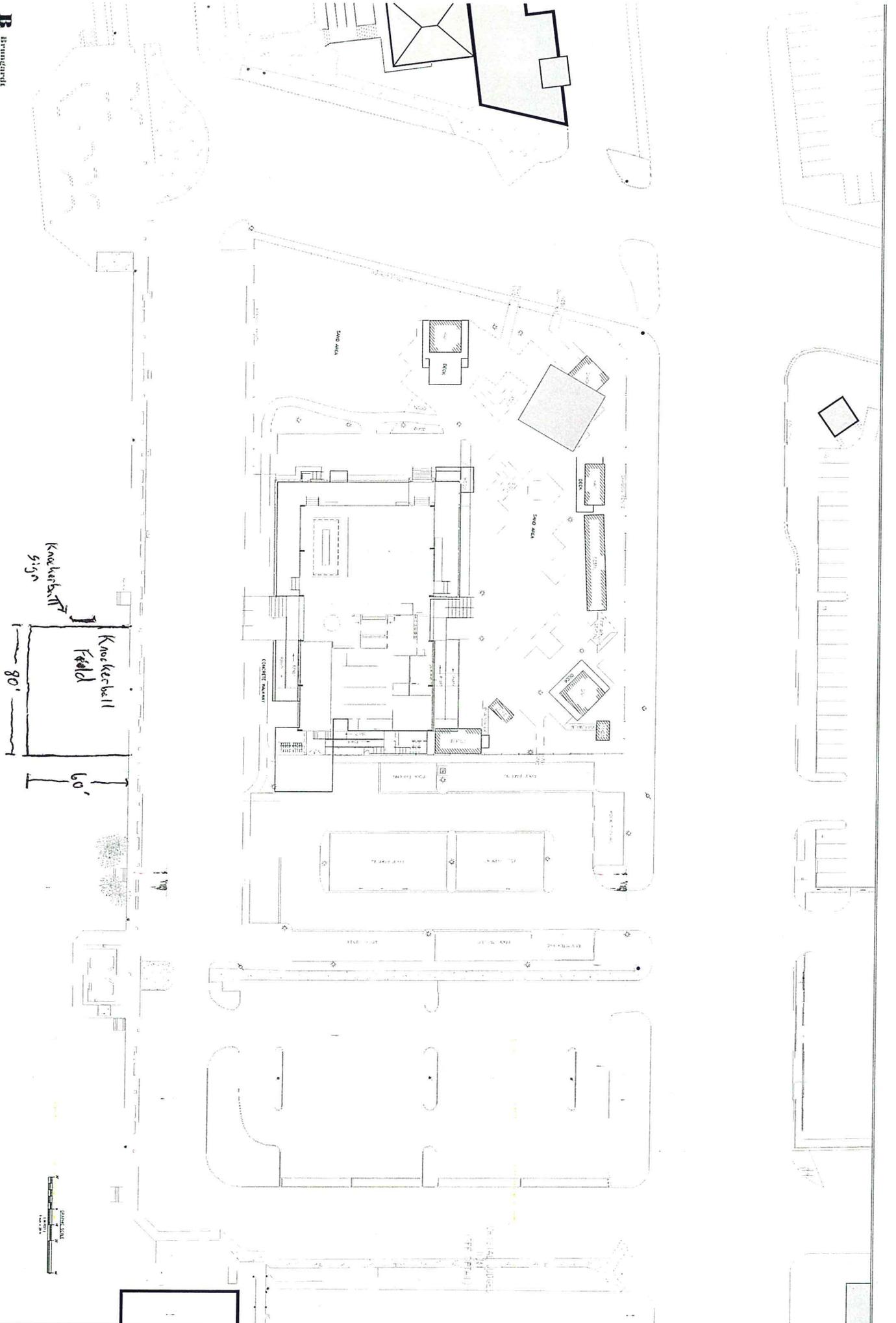
Driver's License Number: _____

Emergency Contact (person) _____

Emergency Contact Phone #'s _____

E-mail address: _____

Signature of Participant:



Knockout
Field
80'
60'





SMALL TOWN, BIG BEACH™

DATE: 02/11/2016

ISSUE: Support for Baldwin County Public Schools – Funding Renewal

RECOMMENDATION: Authorize Resolution of Support for Renewal of All Existing Funding

PREVIOUS COUNCIL ACTION: In 2014, the Small Town, Big Beach Vision 2025 for Sustainability and the Strategic Plan 2015-2019 were adopted providing a detailed “game plan” for implementation of the Council’s Vision. In both of these documents, the City Council stresses the importance of exposure to advanced levels of education and curriculum which correlate to sustainable economic development. The sustenance and support of our established partnership with Baldwin County Board of Education and their proposed programs to provide the mechanism for funding to construct classrooms and school facilities sufficient to accommodate the growing student population countywide is vital. Their plans for the existing Gulf Shores school campus include relocation and construction of a new high school, relocation of the middle school and expansion of the elementary school. This would enable the City to work towards our Vision goal so that in 2018 the first phase of the new education campus will open with a new Gulf Shores High School and an additional Faulkner State Community College campus that will specialize in dual-enrollment and vocational career programs focused on the skilled workforce development needs of the local economy.

ATTACHMENTS: Draft Resolution

DEPARTMENT: Executive

STAFF CONTACT: City Administrator, Steve Griffin

RESOLUTION NO. -16

**A RESOLUTION
SUPPORTING BALDWIN COUNTY PUBLIC SCHOOLS
AND THE RENEWAL OF ALL EXISTING FUNDING**

WHEREAS, the public schools of Baldwin County have earned a reputation for excellence in education;

WHEREAS, the continuing pursuit of excellence in education is essential to the long-term vitality and economic prosperity of Baldwin County;

WHEREAS, outstanding public schools can continue to exist only if there is funding in place to construct classrooms and school facilities sufficient to accommodate the growing student population;

WHEREAS, the Gulf Shores City Council has determined that it is critical to address immediately the short and long-term capital needs of our public school system;

WHEREAS, the renewal of the expiring four (4) mills on the March 1, 2016 primary election ballot is critical to the funding of existing essential operations, however, it will not address the short or long-term capital needs dictated by the continued success and growth occurring in Baldwin County;

WHEREAS, over the last ten (10) years there has been a 25% growth in the student population in Baldwin County, that is over 6,158 additional students;

WHEREAS, conservative projections show that Baldwin County schools can reasonably anticipate additional growth in the next ten (10) years, resulting in a county-wide student population of approximately 35,897, compared to 24,485 in 2004;

WHEREAS, current educational facilities are inadequate to keep up with recent growth and students receive classroom instruction today in almost 100 portables across Baldwin County;

WHEREAS, Baldwin County's economic development efforts and its ability to attract and keep high quality employers is directly linked to enabling our public schools to continue producing outstanding students who will constitute the future workforce of tomorrow and quality schools promote the outstanding quality of life and strong communities currently enjoyed within Baldwin County;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON FEBRUARY 22, 2016, as follows:

Section 1. That the Gulf Shores City Council supports the renewal of the expiring four (4) mills to ensure Baldwin County Public Schools will continue to receive all existing funding to maintain its reputation for excellence in education, which is essential to the long-term vitality and economic prosperity of Baldwin County is maintained; and

Section 2. That the renewal of this existing funding will enable Baldwin County Public Schools to avoid a catastrophic cut in essential operational funding of approximately \$16,000,0000.00 per year.

Section 3. That in 2014, the Gulf Shores City Council adopted our Vision 2025 for Sustainability Plan and a Strategic Plan 2015 – 2019 which provides for the implementation of

the Vision including partnerships that propose to build a first-rate academic campus. The campus will feature a leading edge design incorporating the latest technology into a new high school and a new additional Faulkner State Community College location incorporating a powerful dual-enrollment model proven to promote access to higher education complete with on-campus housing and student life activities. This innovative campus will encourage affiliations with four-year universities to complete the higher education model by offering Bachelor's and Master's Programs; and

Section 4. The Mayor and City Council strongly encourage citizens of Gulf Shores and all of Baldwin County to vote in favor of renewing the expiring four (4) mills of existing funding so we may continue to ensure Baldwin County has quality schools which enable us to promote the outstanding quality of life and strong communities currently enjoyed in all of Baldwin County.

Section 5. That this Resolution shall become effective upon its adoption.

ADOPTED this 22nd day of February, 2016.

Robert Craft, Mayor

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 22, 2016.

City Clerk



SMALL TOWN, BIG BEACH

COUNCIL AGENDA SUMMARY

DATE: September 16, 2015

TO: Mayor Craft, City Council

FROM: Steve Griffin, City Administrator

ISSUE: Proposed amendment to Chapter 11, Criminal Code of the Code of Ordinances, by adding Article VIII, Ejection of Undesirable Guests From Vacation Rental Unit; notice; procedure, penalties for refusal to leave.

Short term rental of vacation unit accommodations is a form of transient occupancy not regulated under the Code of Alabama. The Council has identified the need to establish reasonable procedures for peaceful summary ejection of guests engaging in behaviors harmful to the public safety and general welfare of the community.

RECOMMENDATION: Adoption of this Ordinance is recommended to serve as a stop gap method to address regulations and procedures not addressed in the Alabama Uniform Residential Landlord and Tenant Act and/or under the regulation of Hotels, Inns, and Other Transient Lodging Places as provided in Chapter 15 of Title 34 of the Code of Alabama in support of owners of short term rental accommodation units to be able to reasonably remove guests who may engage in illegal, destructive, or disruptive conduct while occupying such units.

PREVIOUS COUNCIL ACTION: None

BUDGET IMPLICATIONS: None

RELATED ISSUES: Adoption of other Vacation Rental Dwelling Unit Regulations

ATTACHMENTS: Draft Ordinance

DEPARTMENT: Executive

STAFF CONTACT: Steve Griffin, City Administrator

DISCUSSION DRAFT ONLY -- 01/29

ORDINANCE NO.

**AN ORDINANCE TO AMEND THE *CODE OF ORDINANCES*,
ADOPTED JULY 24, 1989, AT CHAPTER 11, CRIMINAL CODE, BY THE
ADDITION OF ARTICLE VIII. EJECTION OF UNDESIRABLE GUESTS
FROM VACATION RENTAL UNIT, TO PROVIDE REASONABLE
PROCEDURES FOR THE EJECTION OF UNDESIRABLE GUESTS FROM
VACATION RENTAL UNITS AFTER NOTICE AND TO PRESCRIBE
METHODS OF ENFORCEMENT AND PENALTIES FOR VIOLATIONS**

WHEREAS, the economy and character of the City of Gulf Shores is heavily dependent on the availability to visitors of short term vacation rental accommodations in single family, duplex, and multi-family structures; and

WHEREAS, the availability of such short term vacation rental accommodations is heavily dependent on the ability of the owners of such units to remove guests who may engage in illegal, destructive, or disruptive conduct while occupying such units; and

WHEREAS, the short term rental of vacation unit accommodations in single family, duplex, and multi-family structures is a form of transient occupancy not regulated under the Alabama Uniform Residential Landlord and Tenant Act or under the regulation of Hotels, Inns, and Other Transient Lodging Places as provided in Chapter 15 of Title 34 of the Code of Alabama; and

WHEREAS, the Council of the City of Gulf Shores has identified the need to establish reasonable procedures for the peaceful summary ejection of guests engaging in types of behavior that are materially detrimental to the availability of short term vacation rental accommodations and materially harmful to the public safety and general welfare of the community; and

WHEREAS, pursuant to Ala. Code § 11-45-1 the City has the general power and authority to enact ordinances to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, comfort, and convenience of the inhabitants of the municipality, and to enforce obedience to such ordinances,

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

Section 1. That Chapter 11, Criminal Code of the *Code of Ordinances*, adopted July 24, 1989, be and it is hereby amended by the addition of Article VIII, EJECTION OF UNDESIRABLE GUESTS FROM VACATION RENTAL UNIT reading its entirety as follows:

Article VIII. EJECTION OF UNDESIRABLE GUESTS FROM VACATION RENTAL UNIT

Section 11-100 Ejection of undesirable guests from Vacation Rental Unit; notice; procedure; penalties for refusal to leave.—

(a) Definitions

As used in this Section, the following terms shall have the following definitions:

“Vacation Rental Unit” or “Unit” shall mean any dwelling unit or other accommodation located in a single family structure, duplex structure, or multi-family structure within the corporate limits or police jurisdiction of the City that is (1) duly licensed by the City for vacation rental occupancy and (2) occupied by a Guest or Guests pursuant to a written vacation rental agreement. Vacation Rental Unit shall not include any sleeping unit or other accommodation in any hotel, motel, condotel, or other establishment or accommodation included within the definition of “hotel” in Chapter 15 of Title 34 of the Code of Alabama.

“Vacation rental occupancy” shall mean occupancy under any lease, sublease, rental, or other licensing of the use of a Vacation Rental Unit for any period of fewer than one hundred eighty (180) consecutive days.

“Written vacation rental agreement” shall mean a written agreement allowing the vacation rental occupancy of a dwelling unit in a single family, duplex, or multi-family structure for a fixed term of days with a specific date and time for departure, with no

provision for automatic renewal of the term or for renewal of the term solely at the option of the occupant, and with a prominently displayed statement reading substantially as follows:

“This is a vacation rental agreement subject to the provisions of Section 11-100 of the Code of Ordinances of the City of Gulf Shores. Guest expressly acknowledges and accepts the right of owner or owner’s authorized agent to remove or cause the removal of Guest and Guest’s invitees and permittees from the premises for any of the reasons enumerated, and in the manner provided, in Section 11-100.”

“Guest” shall mean any person entering into the written vacation rental agreement with the owner with respect to the Unit.

“Premises” shall mean the interior of a Unit, the exterior porches, decks, balconies, and yards of a Unit, and all condominium common and limited common areas in the case of a Unit located in a multi-family structure.

(b) The owner of any Vacation Rental Unit or the owner’s authorized agent may remove or cause to be removed from the premises of such Unit, in the manner hereinafter provided, any Guest, together with any other person present on the premises of the Unit as the invitee or permittee of the Guest, if the Guest or any other person, while on the premises of the Unit,

(1) illegally possesses or deals in controlled substances as defined under any statute of the State of Alabama;

(2) is intoxicated, profane, lewd, or brawling;

(3) is illegally in possession of alcoholic beverages;

(4) indulges in any language or conduct which disturbs the peace and comfort of the occupants of neighboring accommodation units;

(5) engages in or allows any intentional or wanton misconduct resulting or likely to result in material damage to the premises of the Unit or its furnishings;

(6) allows occupancy of the Unit by a number of persons exceeding the maximum permitted occupancy number, if any, specified in the written vacation rental agreement; or

(7) fails to check out by the time agreed upon in writing by the Guest at check-in unless an extension of time has been agreed to by the owner of the Unit or the owner's authorized agent and the Guest prior to scheduled checkout.

(c) The owner of the Vacation Rental Unit or the owner's authorized agent shall notify such Guest or Guests that the owner no longer desires to accommodate the Guest or Guests and their invitees and permittees and shall request that each such Guest and all of their invitees and permittees immediately depart from the premises of the Unit. Such notice may be given orally or in writing to the Guest. If the notice is in writing, it shall be substantially as follows:

"You are hereby notified that the owner of this Vacation Rental Unit no longer desires to accommodate you as a guest, and you are requested to leave at once. Any person remaining or attempting to remain on the premises of the Unit after your receipt of this notice is chargeable with a criminal offense under the ordinances of the City of Gulf Shores punishable upon conviction by fine not exceeding \$500.00, imprisonment for a term not exceeding 6 months, or both."

If the Guest is not present in the Unit at the time notification is attempted, the required notice may be given by posting the notice in writing on the front door of the Unit, endorsed with the date and time of posting.

Except as otherwise provided in the written vacation rental agreement, if such Guest has paid in advance, the owner or the owner's authorized agent, at the time such notice is given, shall tender to such Guest the unused portion of the advance payment; provided, however, payment of a full day's rent or fee for the remaining portion of the day of the Guest's departure may be withheld and any amount reasonably necessary to cover any observed damage to the Unit exceeding the amount of any security deposit then held by the Unit may also be withheld.

(d) Any person who remains or attempts to remain on the premises of any Vacation Rental Unit after the notice described in subsection (c) has been given to the Guest and after such person has personally been requested to leave shall be guilty of an offense, punishable as provided in Section 1-8(a) of the Code of Ordinances.

(e) If any person is illegally on the premises of any Vacation Rental Unit in violation of subsection (d) above, the owner or owner's authorized agent may call upon any law enforcement officer of this state for assistance. Such law enforcement officer, may upon the request of such owner or owner's authorized agent, place under arrest and take into custody for violation of this section any person who violates subsection (d) in the presence of the officer; provided, however, (1) no such arrest shall be made in the absence of the production to the officer by the owner or the owner's agent of a copy of a written vacation rental agreement conforming to the requirements of this Section and (2) no such arrest shall be made in the absence of a determination by the officer that probable cause exists to believe that misconduct as listed in subsection (b) (1) through (6) has occurred, that notice and a request for the person to leave as provided in subsections (c) and (d) have been given, and that the violator has been afforded a reasonable period of time to remove his or her personal property and vacate the premises. Arrest for violation of subsection (d) based on alleged misconduct as described in subsection (b)(7) shall be made only upon warrant issued by the magistrate upon the sworn complaint of the owner or the owner's authorized agent. If a warrant has been issued by a magistrate for the arrest of any alleged violator of subsection (d) upon the sworn complaint of the owner or the owner's authorized agent, the officer shall serve the warrant and may arrest the person and take the person into custody. Upon arrest, with or without warrant, the Guest shall be deemed to have given up any right to occupancy or to have abandoned such right of occupancy of the premises, and the owner of the Facility may then make such premises available to other guests. However, the owner of the Facility shall employ all reasonable and proper means to care for any personal property which may be left on the premises by such Guest and shall refund any unused portion of moneys paid by such Guest for the occupancy of such premises.

Section 2. That this Ordinance shall not be interpreted to repeal any other ordinance of the City of Gulf Shores or any provision of the law of Alabama adopted by operation of Section 1-8 of the City's Code of Ordinances.

Section 3. That the provisions of this Ordinance are severable and a determination of the invalidity of any portion of this Ordinance shall not affect the validity and enforceability of the remainder of the Ordinance.

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

ADOPTED this __th day of _____, 2016.

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC, City Clerk