



AGENDA
REGULAR COUNCIL MEETING
CITY OF GULF SHORES, ALABAMA
FEBRUARY 22, 2016
4:00 PM

1. Call To Order

2. Invocation

- A. Gulf Shores Fire Department Battalion Chief, Bo Smith

3. Pledge Of Allegiance

4. Roll Call

5. Approval Of Minutes

- A. Approval Of Minutes:
February 8, 2016 - Regular Council Meeting
February 15, 2016 - Council Work Session Meeting

6. Approval Of Expense Vouchers

7. Presentation Of Petitions, Requests And Communications

- A. Gulf Shores Police Department - Oath Of Office, Introductions, Promotions & Awards

- B. Proclamation - Annual Tacky Jacks Appreciation Week For First Responders

Documents: [PROCLAMATION - ANNUAL TACKY JACKS APPRCIATION WEEK - FIRST RESPONDERS.PDF](#)

- C. Public Assembly Permit Application - The Hangout - Knockerball Event

Documents: [PUBLIC ASSEMBLY PERMIT APPLICATION - THE HANGOUT.PDF](#)

8. Public Hearing

- A. Ordinance - Amend Zoning Ordinance - Rezone 16961 State Hwy 180

Documents: [ORD - AMEND Z.O. - REZONE 16961 STATE HWY 180.WP.PDF](#)

9. New Business

- A. Ordinance - Amend Zoning Ordinance - Pier Structures

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

- B. Ordinance - Amend Code - Vacation Rental Ejection Regulations

Documents: [ORD. - AMEND CODE - EJECTION ORDINANCE DATED](#)

[012916.WP.PDF](#)

C. Resolution - Authorize Expenditure Of G.O. Taxable Warrant, Series 2012-A

Documents: [RESO - G.O. WARRANTS 2-22-16 WP.PDF](#)

D. Resolution - Modify Tennis Instructor Agreement

Documents: [RESO - MODIFY CONTRACT - TENNIS INSTRUCTOR..WP.PDF](#)

E. Resolution - Authorize 2016 Zydeco And Crawfish Festival Musical Contracts

Documents: [REC - MEMO - CONTRACTS FOR MUSIC.WP.PDF](#), [CONTRACT - ARTISTS OF NOTE.PDF](#), [CONTRACT - MOJO STATION.PDF](#), [RESO - AUTHORIZE ZYDECO FEST MUSIC CONTRACTS.WP.PDF](#)

F. Resolution - Support Renewal Of Baldwin County School Funding

Documents: [RESO - SUPPORT RENEWAL OF BALDWIN CO SCHOOLS FUNDING.PDF](#)

G. Resolution - Authorize ALDOT Traffic Signal Maintenance Agreement

Documents: [RESO - AUTHORIZE ALDOT TRAFFIC SIGNAL MAINTENANCE AGREEMENT.WP.PDF](#)

H. Resolution - Authorize Proposal - R & S Paving And Grading, Inc.

Documents: [RESO - AUTHORIZE PROPOSAL - R AND S PAVING.WP.PDF](#)

I. Resolution - Reject Bids- Bodenhamer Recreation Center Pool Filtration

Documents: [RESO - REJECT BIDS - RECREATION CENTER POOL FILTRATION SYSTEM.WP.PDF](#)

10. Committee Reports

11. Staff Reports

12. Hearing Of Persons Not Listed On Formal Agenda

13. Adjourn

Proclamation

OFFICE OF THE MAYOR
GULF SHORES, ALABAMA

Annual Tacky Jacks Appreciation Week for First Responders

WHEREAS, First Responders work night and day to protect and keep citizens, property and businesses safe each day of the year, around the clock; and

WHEREAS, Employees of the Gulf Shores Fire Rescue Department and employees of the Gulf Shores Police Department have made significant contributions to the safety and well-being of business and citizens throughout the history of the city; and

WHEREAS, Tacky Jacks Restaurant located on Cotton Bayou experienced a fire that was quickly attacked and extinguished on March 3, 2015, and wishes to show its appreciation to not only Orange Beach professionals but Fire and Police responders from Gulf Shores and responders from well beyond the coastal resort community's borders, and

WHEREAS, Gulf Shores appreciates our business community support of our local employees citywide who work to maintain our coastal paradise for all to enjoy.

NOW THEREFORE, I, Robert Craft, Mayor of Gulf Shores, Alabama, along with the Gulf Shores City Council, do hereby proclaim that annually the week of March 3rd be recognized as "Tacky Jacks Appreciation Week for First Responders" in the City of Gulf Shores, Alabama.

Duly noted Monday, the 22nd day of February 2016.



Robert Craft, Mayor

Attest: _____

Date: _____

In witness whereof I have hereunto set my hand and caused this seal to be affixed.





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 McCutchen
TELEPHONE NUMBER: ()
EMAIL ADDRESS:

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:

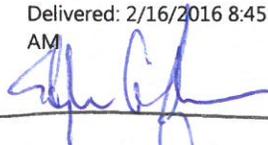
- a) Police Chief: _____ Date: _____
 - b) Fire Chief: _____ Date: _____
 - c) Public Works Director: _____ Date: _____
 - d) Building Official: _____ Date: _____
 - e) Planning & Zoning: _____ Date: _____
 - f) Recreation & Cultural Affairs: _____ Date: _____
 - g) City Administrator: _____ Date: _____
-
-

Emily Tidwell

From: Emily Tidwell
Sent: Tuesday, February 16, 2016 8:45 AM
To: Edward J. Delmore; Hartly Brokenshaw; Andy Bauer; Mark Acreman; Brandan Franklin; Grant Brown
Cc: Wanda Parris; Alicia Talley; Carla Estill
Subject: Assembly Permit
Attachments: SKM_C224e16021215150.pdf

Tracking:	Recipient	Delivery	Read	Response
	Edward J. Delmore	Delivered: 2/16/2016 8:45 AM		Approve: 2/16/2016 10:08 AM
	Hartly Brokenshaw	Delivered: 2/16/2016 8:45 AM	Read: 2/16/2016 11:13 AM	Approve: 2/17/2016 10:27 AM
	Andy Bauer	Delivered: 2/16/2016 8:45 AM	Read: 2/16/2016 9:20 AM	Approve: 2/16/2016 9:20 AM
	Mark Acreman	Delivered: 2/16/2016 8:45 AM	Read: 2/16/2016 11:09 AM	Approve: 2/16/2016 11:10 AM
	Brandan Franklin	Delivered: 2/16/2016 8:45 AM	Read: 2/16/2016 9:53 AM	Approve: 2/16/2016 9:55 AM
	Grant Brown			I approve the Knockerball event application as submitted. AM
	Wanda Parris	Delivered: 2/16/2016 8:45 AM	Read: 2/16/2016 8:46 AM	Approve: 2/16/2016 8:47 AM
	Alicia Talley	Delivered: 2/16/2016 8:45 AM	Read: 2/16/2016 8:47 AM	
	Carla Estill	Delivered: 2/16/2016 8:45 AM	Read: 2/16/2016 8:47 AM	

City Administrator



2/17/16

Please use your voting buttons to Approve/Reject the following Knocker Ball Assembly Permit

Emily Tidwell
Executive Office
Administrative Assistant II
PO Box 299
203 Clubhouse Drive, Suite B
Gulf Shores, AL 36542
www.gulfshoresal.gov

Phone (251) 968.1126
Fax (251) 968.4459



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/08/15

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

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

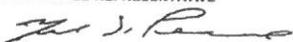
PRODUCER The Camp Team LLC 9035 Wadsworth Pkwy., Suite 3840 Westminster CO 80021		CONTACT NAME: PHONE (A/C, No, Ext): 800-747-9573 FAX (A/C No): 303-422-1276 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID#:	
INSURED SSEI Program Management Inc. Knockerball Pensacola 4980 Makenna Circle Pace, FL, 32571		INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Specialty Insurance Company NAC # 27154 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** A-YS-SI-15-09-24-20804-16 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	N	CP04724-01	09/25/2015	09/25/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						FIRE DAMAGE (Any one fire) \$ 300,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (any one person) \$ 5,000
	<input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							GENERAL AGGREGATE \$ 3,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							PRODUCTS - COMP/OP AGG \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER		N/A					WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Liability Policy Deductible: \$ 0.00 per each bodily injury or property damage claim. ISO Occurrence form CG 00 04 01 13 and company's specific forms.
 Re: Soccer (Bubble)
 Coverage for Participant Legal Liability requires that every participant signs a waiver/release. The certificate holder is named as Additional Insured with respect to negligent acts or omissions of the Named Insured and only with respect to the Operations of the Insured during the coverage period.
 The certificate holder was added EFFECTIVE as of 10/08/15

CERTIFICATE HOLDER		CANCELLATION	
Knockerball USA P.O. Box 880647 Boca Raton, FL, 33488		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Mark Di Perno	

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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.

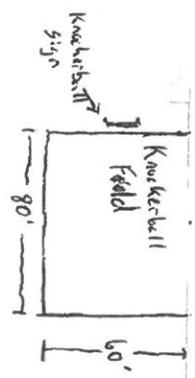
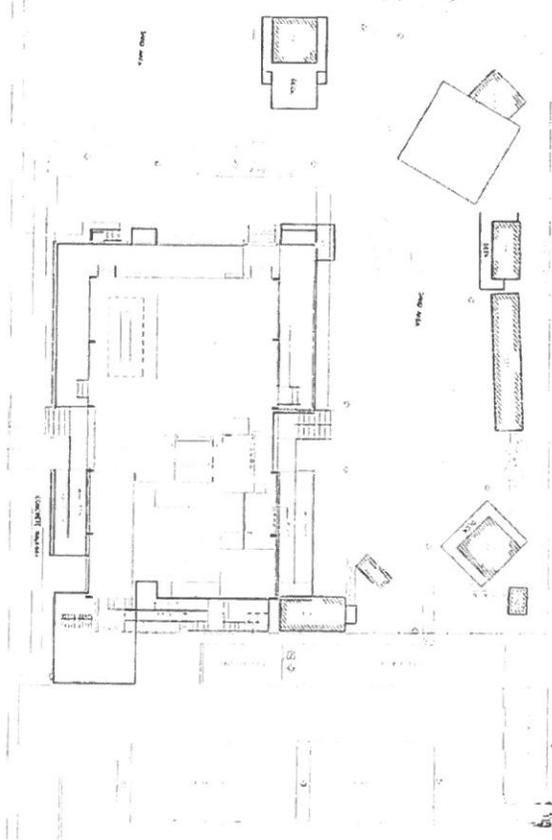
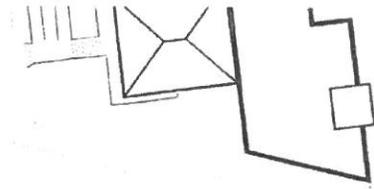
Driver's License Number: _____

Emergency Contact (person) _____

Emergency Contact Phone #'s _____

E-mail address: _____

Signature of Participant:



B BENTON & BOWLES
 ADVERTISING, L.L.C.
 1000 ...

DATE: APRIL 21, 2010 FOR: HANGOUT INC.

Hangout
 1410 ...
 410 ...

ORDINANCE NO.

**AN ORDINANCE
AMENDING ORDINANCE NO. 1584
(ZONING ORDINANCE), ADOPTED JANUARY 1, 2010,
BY CHANGING THE ZONING CLASSIFICATION
OF APPROXIMATELY 2.99 ACRES OF LAND AT 16961 STATE HWY 180
DESCRIBED HEREIN IN REZONING CASE Z2015-03,
FROM BN (NEIGHBORHOOD BUSINESS)
TO BG (GENERAL BUSINESS) ZONING**

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

Section 1. That in respect to that certain property more particularly described as 16961 State Highway 180, Gulf Shores, Alabama and as follows:

Lot 2, V. and M. Estates Subdivision, Baldwin County, Alabama, as found recorded on slide 1452-B in the office of the Judge of Probate of said County; and

Section 2. That Ordinance No. 1584 (Zoning Ordinance) adopted January 1, 2010, along with the Zoning Map of the City of Gulf Shores, be and it is hereby amended and altered by rezoning approximately 2.99 acres located at 16961 State Hwy 180 from BN (Neighborhood Business) to BG (General Business) with the following conditions:

1. The gravel parking spaces in front of the commercial building shall be delineated with wheel stops.
2. Six (6) shrubs every 20 feet shall be installed to screen the commercial building parking lot from State Highway 180.
3. The dumpster shall be moved behind the front building line and screened by a minimum six (6) foot tall gated enclosure.
4. All outdoor storage located behind the warehouse shall be placed within the building or screened with minimum six (6) foot tall privacy fence.

Section 3. That this Ordinance shall become effective upon its adoption and publication as required by law.

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 Ordinance No. (prepared by City Clerk), which Ordinance was duly and legally adopted at a regular meeting of the City Council on February 22, 2016, and the same was duly published as required by law.

City Clerk



SMALL TOWN, BIG BEACH®

TO: Mayor Craft & Members of the City Council

FROM: Andy Bauer, Director of Planning & Zoning

SUBJECT: ZA2015-05 – Zoning Text Amendment – Article 6-6 G. Pier Structures

DATE: February 22, 2016

UPDATE: On Thursday February 18, 2016 Steve Griffin and I met with Mr. Barney Gass and Mr. Dennis Hatfield representing the Little Lagoon Preservation Society and they asked the City Council to consider their concerns and proposed compromise when the pier structure zoning amendment is reconsidered.

ATTACHMENTS: Little Lagoon Preservation Society Memo

LLPS Original Position:

- Proposed increase OK with large lots
- Try to limit shoreline clutter/visual pollution
- Tier approach suggested

1) Limit the "width" (dimension parallel to water front) to 40% of linear waterfront footage, with maximum total structure under roof as follows:

- a) <50' linear waterfront footage max covered deck sq footage= 300 sq ft
- b) 50-60' linear waterfront footage max covered deck sq footage= 400 sq ft
- c) 60-80' linear waterfront footage max covered deck sq footage= 600 sq ft
- d) 80' and up linear waterfront footage max covered deck sq footage= 800 sq ft

2) Limit the total height of the structure to 20 feet above mean high tide mark.

Rationalization:

- 1) 40% of linear waterfront footage limit means at least 60% of waterfront view not obstructed.
- 2) "Tiered" limits on total sq ft allowed effectively limits the perpendicular to shoreline dimension of the covered deck.
- 3) 800 sq ft max is effectively the size of a small house, big enough
- 4) 20' max height restriction limits monstrosities/blocking views in the vertical dimension

Council Comments at Public Hearing:

- 1) 300 sq ft max for <50' lots would make regulations stricter than before. **We would be ok with 400 sq ft limit on small lots**
- 2) LLPS did not engage in the process. **Misperception, we engaged from the first notification/request for input and asked for consideration of a tiered approach to limit visual pollution/waterfront clutter**
- 3) Even with increase to 800 sq ft, Gulf Shores is still stricter than OB, Ono, Magnolia Springs. **We are not OB, Ono, Magnolia Springs. We are better. Lets address the small lot issue so we don't look like the OB Cotton Bayou "marina" or the canals on Ono.**

LLPS Proposed Compromise:

1) Limit the width (dimension parallel to water front) to 40% of linear waterfront footage with maximum total structure under roof as follows:

- a) <60' linear waterfront footage max covered deck sq footage= 400 sq ft
- b) ≥60' linear waterfront footage max covered deck sq footage= 800 sq ft

2) Limit the total height of the structure to 20 feet above pier deck

Rationalization:

- 1) 40% of linear waterfront footage limit means at least 60% of waterfront view not obstructed.
- 2) "Tiered" limits on total sq footage effectively limits the perpendicular to shoreline dimension of the covered deck
- 3) 800 sq ft is effectively the size of a small house, big enough
- 4) 20' max height limits monstrosities/blocking views in the vertical dimension

ORDINANCE NO.

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

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

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

ARTICLE 6: SUPPLEMENTARY REGULATIONS

* * * *

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

* * * *

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

- 1.No portion of the Structure shall be enclosed by walls except for fifty (50) square feet which shall be used for storage purposes;
2. Open railings, if used, do not extend to a height exceeding forty-two (42) inches above the pier deck;
3. The Structure shall contain no permanent facilities for toilets, bathing or cooking; and,
4. The roof shall not cover an area of more than 800 sf

* * * *

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

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 Ordinance No. (prepared by City Clerk), which Ordinance was duly and legally adopted at a regular meeting of the City Council on February 22, 2016, and the same was duly published as required by law.

City Clerk

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 February 22, 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 in 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

Ordinance No.

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.

Ordinance No.

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 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 Ordinance No. (prepared by City Clerk), which Ordinance was duly and legally adopted at a regular meeting of the City Council on February 22, 2016, and the same was duly published as required by law.

City Clerk

RESOLUTION NO. -16

A RESOLUTION
TO AUTHORIZE EXPENDITURE OF
G. O. TAXABLE WARRANT, SERIES 2012-A FUNDS
IN AN AMOUNT NOT TO EXCEED \$187,500.00
FOR THE GULF PLACE PROJECT

BE IT RESOLVED by the City Council (the "Council") of the City of Gulf Shores (the "City") as follows:

Section 1. Findings. The Council has ascertained and does hereby find and declare that:

(a) it is in the best public and financial interest of the City to spend approximately \$187,500 of the proceeds of the City's General Obligation Taxable Warrant, Series 2012-A, dated July 13, 2012 (the "Series 2012-A Warrant") for the purpose of paying for Gulf Place engineering, permit work and other expenses relative thereto; and

(b) Ordinance No. 1684, which authorized the original issuance of the Series 2012-A Warrant, which was adopted on July 9, 2012 and was heretofore amended on October 26, 2015, be further amended to provide express authorization for the expenditure of funds described hereinabove.

Section 2. Amendment of Ordinance No. 1684. The following is hereby added to Ordinance No. 1684: "Section 14. Additional Use of Proceeds. In addition to the uses permitted in Section 13, the proceeds of the Warrant may be used for the purposes of paying for Gulf Place engineering, permit work and other expenses relative thereto, as described in Resolution No. ____ adopted on February 22, 2016."

Section 3. Direction to Draw and Expend Funds. The Mayor, City Clerk and Finance Director are hereby authorized to take such action as may be necessary to effect the actions contemplated herein and are further directed to execute and deliver all such requisite documentation.

Adopted this 22nd day of February, 2016.

Robert Craft, Mayor

ATTEST:

Attest: _____
Wanda Parris, MMC
City Clerk

CERTIFICATE

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

RESOLUTION NO. -16

**A RESOLUTION
AUTHORIZING AND DIRECTING THE
MAYOR AND CITY CLERK
TO EXECUTE AND ATTEST, RESPECTIVELY,
AN AGREEMENT MODIFICATION WITH TOMAS CATAR,
TENNIS INSTRUCTOR CONTRACTOR**

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 Mayor and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, an agreement modification between the City of Gulf Shores and Tomas Catar, Tennis Instructor Contractor in substantially the form presented to Council this date.

Section 2. 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, 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: February 17, 2016

TO: Mayor Craft, City Council

FROM: Grant Brown, Recreation and Cultural Affairs Director
Brigette Reynolds, Programs & Events Manager

ISSUE: Approve Two (2) Contracts for Musical Entertainment for 2016 Zydeco and Crawfish Festival and authorize execution of same.

RECOMMENDATION: Approval and execution of contracts is recommended for marketing purposes in advance of the event.

PREVIOUS COUNCIL ACTION: In September, 2015, Council approved an Assembly Permit for the 2016 Waterway Village Zydeco and Crawfish Festival to be held on April 16, 2016.

BUDGET IMPLICATIONS: Approximately \$8,750.00

RELATED ISSUES: Adoption of 2025 Vision for Sustainability and Strategic Plan which calls for programs to enhance and develop the Waterway Village District

ATTACHMENTS: Draft Resolution

DEPARTMENT: Recreation and Cultural Affairs Department – Special Events Division

STAFF CONTACT: Grant Brown, RCA Director
Brigette Reynolds, Programs & Events Manager



Artists of Note | artistsofnote.com | 630.557.2742
 jmurdock@artistsofnote.com | box 11 kaneville il 60144

Contract/Invoice No.: 20140707
Sponsor's Purchase Order # (if needed): _____
Performance Contract and Invoice - Creole Stomp

This is an agreement, entered into this 18th day of December between Creole Stomp (Artist), through their booking agency, ARTISTS OF NOTE INC (Agent), and City of Gulf Shores (Sponsor) for the following performance and artistic services.

Performance Date: Saturday, April 16, 2016
Start Time(s): Start time 4:00 pm, end time 6:00 pm **Length:** Two 45-55 minute sets, with a short break
Services: Creole, Swamp Pop, Zydeco music for Second Annual Zydeco and Crawfish Festival. Large outdoor event with music, food and dancing.

Audience: public, all ages
Arrival Time: tba, at least 45 minutes prior to start time. Note: Due to travel, they cannot start earlier than 2:00 pm on the stage
Sound: Sound system will be provided by Sponsor.

Venue: Waterway Village **Capacity:** outdoors
Address: Zydeco and Crawfish Festival Gulf Shores, AL
Venue Web Site: <http://www.gulfshoresal.gov>
Public Information/Box Office Phone:
Box Office E-mail (Public):
Contact Person: Erica Bassett 251-968-1434 direct#
Sponsor (private) Contact E-mail: ebassett@gulfshoresal.gov
Artist Website: www.creolestomp.com
Agent E-mail: jmurdock@artistsofnote.com **Artist E-mail:** stromatd@hotmail.com

Guaranteed Performance Fee: \$4250.00 Plus Lodging: at least 3 double rooms, or 4-5 rooms if possible for 5 piece band
 Hotel or Lodging Info: _____
 Address: _____
 Phone: _____ Contact or Confirm #: _____
 Reservation held in name of: _____

Payment shall be made as follows:
 Deposit: A check made payable to Artists of Note Inc. in the amount of \$2000.00 shall be received by Artists of Note Inc in Kaneville, IL, no later than 2/23/2016.
 Balance due on date of performance: Cash or a check made payable to Dennis Stroughmatt in the amount of \$2250.00 shall be given to Artist immediately following completion of performance.

Contract/Invoice must be signed and returned to Artists of Note Inc no later than 2/23/2016.

Agent is authorized to represent Artist in this agreement. Artist executes this agreement as an independent

contractor and not as an employee of Agent or Sponsor.

The commission due Agent is included in the Performance Fee, and is payable by the Artist. Any additional engagement of Artist by Sponsor, or by an establishment owned or controlled by Sponsor, within one calendar year after the performance date of this Agreement shall make Sponsor and Artist jointly and severally liable to pay Agent's customary commissions on the engagement(s).

If either party is prevented from performing contract obligations due to illness, acts of God (defined as fire, flood, accident, riot, or order of any legal authority), or any other legitimate conditions beyond the parties' control, neither party shall be liable for the balance of this Agreement. (In such case, deposit would be refunded, or applied to a rescheduling of the engagement).

The content, nature and medium of the program shall be entirely within the discretion of the Artist, except that Sponsor shall have the right to direct Artist to discontinue any activity constituting violation of a state statute, local ordinance or direction of lawful authority.

Artist's performance shall not be recorded, transmitted or reproduced in any manner or by any means whatsoever in the absence of a specific prior, written and signed agreement with the Artist or Agent. Sponsor shall make a reasonable effort to prevent others from violating this provision.

Cancellation: In the event Sponsor cancels this performance within thirty days of performance, Artist shall be paid two-thirds of contracted fee. If Sponsor cancels this performance within seven days of performance, Artist will be paid its full fee plus expenses.

Press materials available by mail on request. High-resolution photos, posters, bios also available for download at <http://www.CreoleStompEPK.com>

Sponsor grants approval for Artist to sell his/her own recordings and souvenirs prior to and following the performance, and during intermission.

Stage plot enclosed. Sponsor will provide backline to include standard drum kit, two guitar amps and one bass amp.

Sponsor shall list and announce this event in all customary online and printed publicity put out by the organization. Billing of the artist shall be Creole Stomp. Artist will publicize this event to any mailing or emailing lists, and online calendars, using web site and info above.

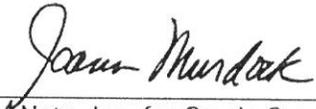
Rainout: If Sponsor requires an outdoor performance and cancels this outdoor performance due to rain, Artist agrees to perform on the same day indoors or at a later time the same day outdoors, depending upon Artist's touring obligations. In any event, Artist will be paid 100% of their fee whether the performance is cancelled, played indoors, or postponed to a later time the same day. In addition, performance shall be moved indoors if the temperature drops below 58 degrees Fahrenheit. covered stages and shelters

Artist reserves the privilege of cancellation by giving sixty days wire or written notice to the Sponsor in case of television, motion picture or other major career-enhancing engagements.

I have read and understand the above and have received a signed copy of this agreement.

AGREED AND ACCEPTED:

Sponsor: City of Gulf Shores
by: Robert Craft
Mayor



Artists of Note, Inc. for Creole Stomp

by Joann Murdock, President

Date: _____

Date: February 16, 2016

BAND PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of Thu January 28th, 2016, between City of Gulf Shores (the "Operator") and Mojo Station (the "Band") for the hiring of Band as independent contractors to perform (the "Show") for Operator at Waterway Village Crawfish and Zydeco Festival (the "Venue"), located at the address Corner of E. 24th Ave and E. 2nd Street, Gulf Shores, AL.

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of Show will be Venue, located at the address Corner of E. 24th Ave and E. 2nd Street, Gulf Shores, AL, on the 16th day of April, 2016, at 12:10pm.
2. **Description of Show.** Show will be a musical performance with musical content decided by Band. Show will last of a minimum of 90 minutes.
3. **Payment.** Compensation for the Show will be \$2,500 dollars, payable by check or credit card (together being the "Fee"). A 10% deposit of Fee is due on the signing of this contract. This is a required condition for the contract to proceed; if a 10% deposit of Fee is not tendered upon the signing of this contract, no further obligation for either party comes due. The remaining 90% of Fee is due immediately prior to Band's Show, but may be made earlier. If payment is made by credit card there will be an additional \$50 charge for processing.
4. **Operator Cancellation.** If full payment is not made by the time immediately prior to Band's Show, Show may be cancelled by Band, and Operator may not seek any damages. Cancellation may be made by Operator before two days prior to the time of Show, in which case Operator's 10% deposit of Fee is non-refundable, but Operator will not have to pay the remaining 90% of Fee. If Show is cancelled within 2 days of Show, Operator must pay Band's full Fee.
5. **Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of Band, the 10% deposit of Fee is non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.
6. **Inclement Weather.** Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence and the Operator shall remain liable for payment of the full contract price even if the performance(s) called for herein are prevented by such weather conditions. Band shall have the sole right to determine in good faith whether any such weather conditions shall render the performance impossible or hazardous.
7. **Band Guest Tickets.** This is a free event, Band will not be provided any complimentary tickets.
8. **Food and Drink.** Operator will not be required to provide any additional food and drink other than what has been made available to the public at this event.
11. **Security, Health, and Safety.** Operator warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.

12. **Indemnification.** Operator indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by Show attendees.

13. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

14. **Interpretation.** Agreement will be interpreted according to the laws of Georgia.

15. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to Band, as judged by Band. All riders must be in writing and signed by the party against whom enforcement is sought.

The below-signed Band Representative warrants he has authority to enforceably sign this agreement for Band in its entirety. The below signed Operator's Representative warrants s/he has authority to bind Operator and Venue (above).

Signature of Band Representative: 

Band's Representative typed name and title: Steve L. Edwards, Keys/Accordion

Band's typed name: Mojo Station

Operator's Representative Signature: _____

Operator's Representative typed name and title: _____

Mojo Station

PRODUCTION RIDER

CONTACT INFORMATION

Band Mojo Station
Representative Steve L. Edwards
347 Dover Road
Resaca, GA 30735
678-521-6995

This rider attached hereto and made part of the contract dated Thu January 28th, 2016 between City of Gulf Shores (the "Operator") and Mojo Station (the "Band").

1. **STAGE / SOUND SYSTEM**

Operator, at Operator's cost will provide stage, lighting, sound system, and sound engineer for the event. Instrument mic's will be needed for the Lead Guitar, Drums and amplified Upright Bass. Vocal mic's will be needed for lead singer and drummer. Blues harp will supply his own harp mic (XLR). Keys will need a direct box connection. Accordion will need a direct box connection. Operator will provide contact information for the sound engineer at least 15 days prior to performance.

Stage Plot

		X		X
		Drums		Upright Bass
X	X	X		X
Lead Guitar	Blues Harp	Lead Singer		Keys/Accordion

2. **SETUP / TEARDOWN / SOUND CHECK**

Band will have access to the stage 20 minutes prior to the performance for setup and sound check.

3. **ACCOMODATIONS**

Operator, at Operator's cost will provide the band with three rooms/two person occupancy for the night of April 16th, 2016.

4. **ADVERTISING / USE OF NAME**

Operator agrees to allow Band the use of the Operator name, name of the venue, images and Show information in their promotional materials, both physical and electronic. Band agrees to allow Operator the use of the Band name, images, video and recordings, for the purposes of promoting the Show.

RESOLUTION NO. -16

**A RESOLUTION
APPROVING CONTRACTS AND AUTHORIZING EXECUTION OF SAME
TO PROVIDE FOR MUSICAL ENTERTAINMENT FOR
2016 WATERWAY VILLAGE ZYDECO AND CRAWFISH FESTIVAL**

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 contracts for musical entertainment provided by MoJo Station and Artists of Note, Inc., agent for Creole Stomp, for the upcoming 2016 Waterway Village Zydeco and Crawfish Festival are hereby approved as presented; and

Section 2. That the Mayor and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, contracts between the City of Gulf Shores and MoJo Station and Artists of Note, Inc., representing Creole Stomp, for musical performances during the 2016 Waterway Village Zydeco and Crawfish Festival; and in substantially the form presented to Council this date.

Section 3. 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

**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 adequate funding in place to provide the essential educational resources and qualified personnel needed to educate the children of Baldwin County;

WHEREAS, the Gulf Shores City Council has determined that the renewal of the expiring four (4) mills on the March 1, 2016 primary election ballot is critical to the continued funding of existing essential operations, however, this renewal 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, 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; 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 \$16,000,000.00 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 throughout 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. (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

RESOLUTION NO. -16

A RESOLUTION
AUTHORIZING AND DIRECTING THE
MAYOR AND CITY CLERK TO EXECUTE
AND ATTEST, RESPECTIVELY,
A TRAFFIC SIGNAL PERMIT/MAINTENANCE AGREEMENT
FOR PEDESTRIAN SIGNAL UPGRADE
BETWEEN THE
ALABAMA DEPARTMENT OF TRANSPORTATION
AND THE CITY OF GULF SHORES

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 Mayor and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, a Traffic Signal Permit/Maintenance Agreement between the Alabama Department of Transportation and the City of Gulf Shores for the pedestrian signal upgrade at the intersection of Alabama State Highway 180 @ Walmart; and

Section 2. 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

RESOLUTION NO. -15

A RESOLUTION
ACCEPTING THE PROPOSAL OF
R&S PAVING AND GRADING, INC.
TO EXTEND THE WATERWAY VILLAGE DISTRICT
SIDEWALK FROM THE CITY PARKING AREA
TO BYWATER BISTRO RESTAURANT
IN AN AMOUNT NOT TO EXCEED \$28,538.00

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

WHEREAS, when the Bywater Bistro Restaurant opened along West Canal Drive on the edge of the Waterway Village District they contributed \$7,750 in sidewalk and parking fees to the City;
and

WHEREAS, 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.

Section 1. That the proposal of R&S Paving and Grading, Inc. to extend the Waterway Village District sidewalk on the south side of Canal Drive underneath the bridge to the drive of the restaurant, is hereby accepted, being the lowest, most responsible proposals received: and

Section 2. That the Mayor and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, a contract between the City of Gulf Shores and R&S Paving and Grading, Inc. to extend the Waterway Village District Sidewalk on the south side of Canal Drive underneath the bridge to the drive of the restaurant, in an amount not to exceed \$28,538.00; and in substantially the form presented to Council this date.

Section 3. 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

RESOLUTION NO. -16

**A RESOLUTION
REJECTING BIDS FOR REPLACEMENT
OF THE BODENHAMER RECREATION
CENTER POOL FILTRATION SYSTEM**

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 all bids received on January 26, 2016, for replacement of the Bodenhamer Recreation Center's Pool Filtration System, be and the same are hereby rejected.

Section 2. 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