



AGENDA
GULF SHORES CITY COUNCIL
COUNCIL WORK SESSION MEETING
MARCH 7, 2016
4:00 PM

1. Councilmember Discussion Period

- A. Councilman Doughty

2. Building Department

- A. Award Bid - Ginn Motor Company

Documents: [BD - A. MEMO - AWARD BID - GINN MOTOR CO..PDF](#), [BD - B. 2016 CHEVY COLORADO BID GINN.PDF](#), [BD - C. 2016 CHEVY COLORADO BID TAB.PDF](#)

- B. Amend Code - Building Permit Fees

Documents: [BD - MEMO - 2016 PERMITTING FEE SCHEDULE.PDF](#), [BD - AMEND BUILDING PERMIT FEES.PDF](#)

3. Economic Development Coordinator

- A. Authorize Development Agreement

Documents: [EDC - MEMO - DEVELOPMENT AGREEMENT.PDF](#), [EDC - RESO - AUTHORIZE MAYOR TO NEGOTIATE DEVELOPMENT AGREEMENT.PDF](#)

- B. Authorize Mayor To Negotiate Contract For Real Property Purchase

Documents: [RESO - AUTHORIZE MAYOR TO NEGOTIATE CONTRACT - REAL PROPERTY PURCHASE.PDF](#)

4. Environmental / Grants Coordinator

- A. 2017 ACAMP Grant Application - Lagoon Pass Park Fishing Pier

Documents: [EGC - MEMO - ACAMP 2017 FISHING PIER GRANT APP.PDF](#), [EGC - LAGOON PASS PIER.PDF](#)

5. Finance And Administrative Services Department

- A. 2016 Budget Amendment 1

Documents: [FIN - A. MEMO BUDGET AMENDMENT 1.PDF](#), [FIN - B. AMENDMENT 1 2016 SPREDSHEET.PDF](#), [FIN - C. RESO - 2016 BUDGET AMENDMENT 1.PDF](#)

- B. Designating Council Control Over Expenditures

Documents: [FIN - 1. MEMO - COUNCIL CONTROL OVER EXPENDITURES.PDF](#),
[FIN - 2. DRAFT RESO. DESIGNATING COUNCIL CONTROL OVER EXPENDITURES
- REVISIONS.PDF](#)

C. Authorizing Use Of Municipal Credit Cards

Documents: [FIN - 3. MEMO - P CARDS.PDF](#), [FIN - 4. DRAFT RESOLUTION -
PROCUREMENT CARDS.PDF](#)

D. Request - Renew Franchise 2016 - Kool Treats

Documents: [FIN - MEMO - KOOL TREATS FRANCHISE RENEWAL.PDF](#)

E. Request - Amend C.Q.C., Inc. Franchise - Adding Additional Locations

Documents: [FIN - MEMO - CQC REQUEST TO ADD ADDITIONAL APPROVED
LOCATIONS.DOC](#)

6. Planning And Zoning Department

A. ZA2015-07 - Zoning Text Amendment - Article 11-11 Cottage Subdivision

Documents: [PAZ - MEMO - ZT2015-07 COTTAGE SUBDIVISION DEVELOPMENT
COW SUBMITTAL.PDF](#), [PAZ - PUBLIC HEARING - COTTAGE SUBDIVISIONS.PDF](#)

7. Public Works Department

A. Accept ALDOT Funding Agreement For Environmental Study - Corridor Study

Documents: [PWD - A. MEMO TO COUNCIL - ALDOT FUNDING
AGREEMENT.PDF](#), [PWD - B. ALDOT-GULF SHORES FUNDING
AGREEMENT.PDF](#), [PWD - C. AGREEMENT - EXHIBIT_N.PDF](#)

B. Accept Proposal - Volkert Associates - NEPA Process

Documents: [PWD - 1. MEMO - VOLKERT ENVIRONMENTAL PROPOSAL.PDF](#),
[PWD - 2. ENVIRONMENTAL PROPOSAL.PDF](#)

C. Accept Proposal - DMD Engineers, Inc.

Documents: [PWD - MEMO DMD CEI PROPOSAL.PDF](#), [PWD - CEI AND TESTING
PROPOSAL - HWY 59 SIDEWALKS.PDF](#)

D. Award Bid - Landers McLarty DCJR & Moyer Ford

Documents: [PWD - MEMO - AWARD BID PICK-UP TRUCKS.PDF](#), [PWD - PICKUP
TRUCKS BID - UNIT PRICE TAB.PDF](#)

8. Recreation And Cultural Affairs

A. Hurricane Re-Entry / Parking Pass Resolution Update

Documents: [RAC - MEMO - PARKING AND HURRICANE RE-ENTRY
RESOLUTION AMENDMENTS.PDF](#), [RAC - AMEND POLICY FOR RE-ENTRY
DECAL.PDF](#), [RAC - AMEND POLICY CONTROLLED PARKING.PDF](#)

B. Award Bid - Moyer Ford Sales, Inc

Documents: [RAC - MEMO - AWARD BID - MOYER FORD SALES, INC.PDF](#)

C. Award Bid - Gulf Shores Power Sports

Documents: [RAC - MEMO - AWARD BID - GULF SHORES POWERS](#)

[SPORTS.PDF](#)

- D. Public Assembly Permit Application - Robertsdale Rotary Club - Doc's Hot Trot

Documents: [RAC - PUBLIC ASSEMBLY PERMIT APP. - ROBERTSDALE ROTARY CLUB.PDF](#)

9. City Clerk

- A. ABC License Transfer Application - Pier 33

Documents: [CC - MEMO - ABC LICENSE APPLICATION.WP.PDF](#), [CC - ABC LICENSE APPLICATION.PDF](#)

- B. Board Appointments - Public Education Building Authority Board

Documents: [CC - MEMO - APPOINTMENTS TO PEBA BOARD.PDF](#), [CC - RESO. PEBA BOARD APPOINTMENTS.PDF](#)

- C. Board Appointments - Public Park And Recreation Board

Documents: [CC - MEMO - APPOINTMENTS TO PUBLIC PARK AND RECREATION BOARD.PDF](#)

10. Mayor

Updates

11. Adjourn

TO: Mayor Craft & Members of the City Council

FROM: Brandan Franklin

SUBJECT: 2016 Chevrolet Colorado

DATE: March 1, 2016

ISSUE: The Building Department needs a new vehicle for the additional building inspector hired for the department.

BACKGROUND: The City recently put a request for bids for a 2016 Chevrolet Colorado after reviewing the State Bid list and not finding any mid-size trucks available. Ginn Motor Company of Covington, GA was the lone bidder at a price of \$31,290 with a \$400 delivery fee for a total of \$31,690.

RECOMMENDATION: I recommend Mayor and Council approve the purchase of this vehicle.

PREVIOUS COUNCIL ACTION: None

BUDGET IMPLICATIONS: The ACAMP grant from ADEM will fund the purchase of this vehicle. This is a budgeted item.

RELATED ISSUES: none

ATTACHMENTS: see attachments

DEPARTMENT: Building

STAFF CONTACT: Brandan Franklin



SMALL TOWN, BIG BEACH™

INVITATION TO BID
Requisition No. 2016-0223

INVITATION TO BID DATE: January 20, 2016

FOR: 2016 Chevrolet Colorado - or equal

PLACE OF BID OPENING: City of Gulf Shores, City Hall, 1905 West 1st Street

BIDS MUST BE RECEIVED BEFORE: February 23, 2016 at 10:00 A.M. (CST)

BIDS WILL BE PUBLICLY OPENED: February 23, 2016 at 10:00 A.M. (CST)

Sealed bids will be received by the City of Gulf Shores at the Office of the Purchasing Officer located in Gulf Shores City Hall until the above time and date at which time they will be opened as soon thereafter as practicable.

Brandan Franklin
Building Department
Department Head

Robert Craft
Mayor

NOTE: For this bid to be considered responsive, all information in this section should be supplied, as appropriate, or the entire bid may be disqualified. Bid response must be in ink or typed with original signature. No errors will be corrected after bids are opened. No prices shall include State or Federal Exercise Taxes; Tax exemption certificates furnished upon request. The City of Gulf Shores reserves the right to accept or reject all bids or any portion thereof. The City reserves the right to require a Bid Bond, in which case specific information shall be provided Bid Documents.

1. DELIVERY: Can be made 63 to 70 days or 9 to 10 weeks after receipt of order.
2. TERMS: NET 10 DAYS
Discounts will be considered in the bid evaluation and will be taken without regard to date of payment.
3. Prices valid for acceptance within 90 days.
4. For the purchase or lease of personal property only, a Baldwin County person, firm or corporation, whose bid is no more than five percent (5%) greater than the lowest bid, may be the successful bidder and the contract may be awarded to such Baldwin County responsible bidder. A Baldwin County vendor is defined as one who has a place of business within the limits of Baldwin County. It is the policy of the City of Gulf Shores to purchase from a Gulf Shores resident vendor whenever possible.
5. Federal Employer ID No. (If no FEIN, Enter SSN): 58-0537554
6. The number of pages comprising this bid is 27.
7. Contact Brandan Franklin at 251-968-1149/bfranklin@gulfshoresal.gov on questions concerning the technical specifications. Contact Renee Eberly at 251-968-1443/reberly@gulfshoresal.gov on questions concerning general bid procedures.



SMALL TOWN, BIG BEACH™

ALL BIDS MUST BE RETURNED AS FOLLOWS:

All Bidders must use a Bid Form and show on the envelope "SEALED BID," the Bidder's name, the name of the bid (listed as "FOR:"), and the opening date and time. Each bid must be in a separate envelope.

U.S. Postal Service
City of Gulf Shores
Purchasing Division
P.O. Box 299
Gulf Shores, Alabama 36547

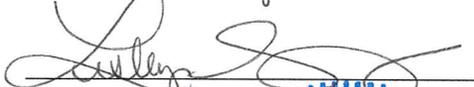
Courier (UPS, FedEx, etc.)
City of Gulf Shores
Purchasing Division
1905 West 1st Street
Gulf Shores, Alabama 36542

I/we agree to furnish at the prices shown and guarantee that each offered will meet or exceed all specifications, terms and conditions, and requirements listed. This is the total price and includes all delivery or freight charges to the City of Gulf Shores. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the bidder. I herein affirm that I have not been in any agreement or collusion among bidders in restraint of competition to bid at a fixed price or to refrain from bidding otherwise.

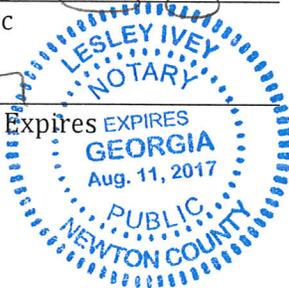
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 20

DAY OF January 2016.


Notary Public

8.11.17
Commission Expires



Ginn Motor Company Marion D. Sherrill
Company Name Authorized Signature (INK)

6263 Turner Lake Rd MARION D. SHERRILL
Mail Address Typed Authorized Name

Covington, GA. 30014 Government Sales Manager
City, State, Zip Title

404-558-1319 678-625-4360
Phone Including Area Code Fax Number

PAGES 1 & 2 MUST BE RETURNED IN SEALED BID.



BID FORM -2016 CHEVROLET COLORADO (OR EQUAL)

Quantity	Description	Unit Price	Total
One (1)	New 2016 Chevrolet Colorado, as specified	\$ <u>31,290⁰⁰</u>	\$ <u>31,290⁰⁰</u>

Proposed Equal, meeting and/or exceeding bid specifications:

One (1)	Make: _____ / Model: _____	\$ <u>n/a</u>	\$ <u>n/a</u>
	Year: _____ / Color: _____		

Delivery	F.O.B. Destination		\$ <u>400⁰⁰</u>
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<p>BID TOTAL - 2016 Chevrolet Colorado (or equal) with Delivery</p> <p>\$ <u>31,690⁰⁰ each</u></p>
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Warranty

Manufacturer warranties shall be provided in writing and shall specify any and all exclusions, including parts and labor. If such warranties are provided at additional cost, the incremental cost must be so specified. The procedure necessary to notify such warranty must be specified. Any additional charges relating to utilization of the warranty provided must be specified.

Documentation

The bid shall include all documents, manuals, parts lists, and other printed matter relating to the operation and maintenance of the equipment.

The bidder acknowledges receipt of the following addenda covering revisions to the bid documents, and states that the costs, if any, of such revisions have been included in the base bid and other prices quoted herein:

Addendum No. None Dated: _____

Note: If no addenda have been received, write in "none."

Ginn Motor Company
Company Name

6263 TURNER LAKE RD.
Street Address

Covington, GA. 30014
City, State, Zip

63 TO 70 DAYS
Days to Deliver

MARION D. SHERRILL
Company Representative

404-558-1319
Phone

678-625-4300
Fax

MSHERRILL@GETGINN.COM
Email

BID SPECIFICATIONS

A. Scope of Work

The successful bidder shall provide One (1) New 2016 Chevrolet Colorado – or equal – to the City of Gulf Shores Building Department per the following specifications. All bid prices are good for a period of no less than ninety (90) days. Lump sum bid pricing shall include the cost of all equipment, title fees, service, and/or handling and shipping charges. The City of Gulf Shores is tax exempt.

B. Use of Brand Names in Bid

The use of any brand name and/or product numbers is to establish industry standards and minimum specifications. Other brands may be considered for review if detailed product information and specifications outlining any and all differences are included in the bid.

C. Minimum Specifications

Vehicle:	New 2016 Chevrolet Colorado – or Equal
Model:	Colorado Crew Cab, Short Box LT 4WD
Color:	Summit White
Interior:	Jet Black, Cloth Seat Trim
Wheels:	17" Blade Silver Metallic Cast Aluminum
Engine:	3.6L DOHC V6
Transmission:	6-Speed Automatic
Other Features:	Standard Features

D. Delivery

Deliver to Address:

City of Gulf Shores
Public Works Shop
160 West 36th Avenue
Gulf Shores, AL 36542

E. Title Application

Vehicle Titles should be issued to:

City of Gulf Shores
160 W 36th Ave
Gulf Shores, AL 36542

F. Business License Requirements

If delivering into City limits, the successful bidder will be required to obtain a Gulf Shores Business License. A Business License for delivery costs \$100.

Specifications

Prepared By:
administrator
Ginn Motor Co
6263 Turner Lake Road
Covington, GA 30014
Phone: (678) 625-4000
Email: g_wyant@getginn.com

2016 Retail Chevrolet Colorado 4WD Crew Cab 128.3" LT 12N43

WARRANTY INFORMATION

WARRANTY INFORMATION - 2016 Retail 12N43 4WD Crew Cab 128.3" LT

WARRANTY

Basic:

3 Years/36,000 Miles

Drivetrain:

5 Years/60,000 Miles

Corrosion:

3 Years/36,000 Miles

Rust-Through

6 Years/100,000 Miles

Roadside Assistance:

5 Years/60,000 Miles

Maintenance:

2 Years/24,000 Miles

2 visits

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Customer File:

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 administrator
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 6263 Turner Lake Road
 Covington, GA 30014
 Phone: (678) 625-4000
 Email: g_wyant@getginn.com

2016 Retail Chevrolet Colorado 4WD Crew Cab 128.3" LT 12N43

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2016 Retail 12N43 4WD Crew Cab 128.3" LT

<u>Code</u>	<u>Description</u>	<u>Invoice</u>	<u>MSRP</u>
12N43	2016 Chevrolet Colorado 4WD Crew Cab 128.3" LT	\$31,098.26	\$32,735.00

SELECTED VEHICLE COLORS - 2016 Retail 12N43 4WD Crew Cab 128.3" LT

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2016 Retail 12N43 4WD Crew Cab 128.3" LT

CATEGORY

<u>Code</u>	<u>Description</u>	<u>Invoice</u>	<u>MSRP</u>
EMISSIONS			
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00	\$0.00
ENGINE			
LFX	ENGINE, 3.6L SIDI DOHC V6 VVT (305 hp [229 kW] @ 6800 rpm, 269 lb-ft of torque [365 N-m] @ 4000 rpm) (Standard on Crew Cab models.) (STD)	\$0.00	\$0.00
TRANSMISSION			
MYB	TRANSMISSION, 6-SPEED AUTOMATIC, HMD, 6L50 (STD)	\$0.00	\$0.00
GVWR			
C5J	GVWR, 6000 LBS. (2722 KG) (Standard on Crew Cab models with (LFX) 3.6L SIDI DOHC V6 engine only.) (STD)	\$0.00	\$0.00
AXLE			
GU6	REAR AXLE, 3.42 RATIO (Requires (LFX) 3.6L SIDI DOHC V6 engine or (LWN) 2.8L Duramax Turbo-Diesel engine on Crew Cab Short Box models. Standard on Crew Cab Long Box models.)	\$0.00	\$0.00

PREFERRED EQUIPMENT GROUP

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2016 Retail Chevrolet Colorado 4WD Crew Cab 128.3" LT 12N43

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Retail 12N43 4WD Crew Cab 128.3" LT

CATEGORY

<u>Code</u>	<u>Description</u>	<u>Invoice</u>	<u>MSRP</u>
PREFERRED EQUIPMENT GROUP			
4LT	LT PREFERRED EQUIPMENT GROUP includes standard equipment	\$0.00	\$0.00
WHEEL TYPE			
Q5U	WHEELS, 17" X 8" (43.2 CM X 20.3 CM) BLADE SILVER METALLIC CAST ALUMINUM (STD)	\$0.00	\$0.00
TIRES			
QHR	TIRES, P255/65R17 ALL-SEASON, BLACKWALL (STD)	\$0.00	\$0.00
PAINT SCHEME			
ZY1	SOLID PAINT	\$0.00	\$0.00
PAINT			
GAZ	SUMMIT WHITE	\$0.00	\$0.00
SEAT TYPE			
AR7	SEATS, FRONT BUCKET (STD)	\$0.00	\$0.00
SEAT TRIM			
H0U	JET BLACK, CLOTH SEAT TRIM	\$0.00	\$0.00
RADIO			
IO5	AUDIO SYSTEM, CHEVROLET MYLINK RADIO WITH 8" DIAGONAL COLOR TOUCH-SCREEN, AM/FM STEREO seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; featuring Apple CarPlay capability for compatible phone; includes auxiliary jack (STD)	\$0.00	\$0.00
OPTIONS TOTAL		\$0.00	\$0.00

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2016 Retail Chevrolet Colorado 4WD Crew Cab 128.3" LT 12N43

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Retail 12N43 4WD Crew Cab 128.3" LT

ENTERTAINMENT

- Audio System, Chevrolet MyLink Radio with 8" diagonal color touch-screen, AM/FM stereo seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; featuring Apple CarPlay capability for compatible phone; includes auxiliary jack
- Audio system feature, 6-speaker system
- Audio system feature, USB port, located on instrument panel
- Audio system feature, USB port, located inside center console
- SiriusXM Satellite Radio is standard on nearly all 2016 GM models. Enjoy a 3-month All Access trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the app and online is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM Satellite Radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call us at 1-866-635-2349. See our Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change.)
- OnStar with 4G LTE and built-in Wi-Fi hotspot to connect to the internet at 4G LTE speeds, includes 3GB or 3 months OnStar Data Trial (whichever comes first) (Available 4G LTE Wi-Fi requires compatible mobile device, active OnStar subscription and data plan after trial.)

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2016 Retail Chevrolet Colorado 4WD Crew Cab 128.3" LT 12N43

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Retail 12N43 4WD Crew Cab 128.3" LT

EXTERIOR

- Wheels, 17" x 8" (43.2 cm x 20.3 cm) Blade Silver Metallic cast aluminum
- Tires, P255/65R17 all-season, blackwall
- Pickup box
- Wheel, spare, 16" x 7" (40.6 cm x 17.8 cm) steel (Requires (LFX) 3.6L SIDI DOHC V6 engine or (LWN) 2.8L Duramax Turbo-Diesel engine on Crew Cab Short Box. Standard on Crew Cab Long Box.)
- Bumper, rear body-color
- CornerStep, rear bumper
- Moldings, Chrome beltline
- Headlamps, halogen with automatic exterior lamp control
- Cargo box light, back of cab
- Mirror, spotter, located in corner of driver-side outside mirror
- Mirrors, outside power-adjustable, body-color, manual-folding
- Glass, windshield shade band
- Door handles, body-color
- Tailgate, locking
- Tailgate handle, Black

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2016 Retail Chevrolet Colorado 4WD Crew Cab 128.3" LT 12N43

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Retail 12N43 4WD Crew Cab 128.3" LT

INTERIOR

- Seats, front bucket
- Seat adjuster, driver 4-way power with manual recline
- Seat adjuster, passenger 2-way manual fore/aft with manual recline
- Seat, rear folding bench (Crew Cab models only.)
- Console, floor, front compartment, custom
- Charging ports, 2, USB, located on the rear of the center console
- Floor covering, color-keyed carpeting
- Floor mats, carpeted front
- Floor mats, carpeted rear
- Steering wheel, leather-wrapped
- Steering column, tilt and telescopic
- Steering wheel controls, mounted audio controls
- Display, driver instrument information enhanced, multi-color
- Windows, power with driver Express-Up and Down
- Cruise control, electronic, automatic
- Door locks, power
- Remote Keyless Entry, extended range
- Theft-deterrent system, immobilization
- Theft-deterrent system, unauthorized entry
- Air conditioning, single-zone manual climate control
- Handles, door release, front and rear, Chrome
- Mirror, inside rearview manual day/night
- Console, overhead
- Visors, driver and front passenger illuminated sliding vanity mirrors

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2016 Retail Chevrolet Colorado 4WD Crew Cab 128.3" LT 12N43

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Retail 12N43 4WD Crew Cab 128.3" LT

- Lighting, interior, dual reading
- Lighting, interior, roof, rear courtesy and dual reading lights (Crew Cab models only.)

MECHANICAL

- Engine, 3.6L SIDI DOHC V6 VVT (305 hp [229 kW] @ 6800 rpm, 269 lb-ft of torque [365 N-m] @ 4000 rpm) (Standard on Crew Cab models.)
- Transmission, 6-speed automatic, HMD, 6L50
- Rear axle, 3.42 ratio (Requires (LFX) 3.6L SIDI DOHC V6 engine or (LWN) 2.8L Duramax Turbo-Diesel engine on Crew Cab Short Box models. Standard on Crew Cab Long Box models.)
- GVWR, 6000 lbs. (2722 kg) (Standard on Crew Cab models with (LFX) 3.6L SIDI DOHC V6 engine only.)
- Transfer case, electric, 2-speed
- Four wheel drive
- Tow/Haul Mode (Included and only available with (LFX) 3.6L SIDI DOHC V6 engine or (LWN) 2.8L Duramax Turbo-Diesel engine. Standard on Crew Cab Long Box.)
- Recovery hooks, front
- Brakes, 4-wheel antilock, 4-wheel disc

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2016 Retail Chevrolet Colorado 4WD Crew Cab 128.3" LT 12N43

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Retail 12N43 4WD Crew Cab 128.3" LT

SAFETY

- StabiliTrak, stability control system
- Traction control, electronic
- Daytime Running Lamps
- Air bags, dual-stage frontal and side-impact, driver and front passenger and head-curtain and seat-mounted side-impact, front and rear outboard seating positions with Passenger Sensing System (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- OnStar Guidance Plan for 6 months including Automatic Crash Response, Stolen Vehicle Assistance, Roadside Assistance, Turn-by-Turn Navigation, Advanced Diagnostics and more (trial excludes Hands-Free Calling) (Visit www.onstar.com for coverage map, details and system limitations. Services may vary by model and conditions.)
- OnStar Basic Plan for 5 years including limited RemoteLink mobile app services, Advanced Diagnostics and Dealer Maintenance Notification (Basic Plan available for 5 years from the date of vehicle delivery, and is transferable. Does not include Emergency, Security or Navigation services.)
- Rear Vision Camera with dynamic guide lines
- Tire Pressure Monitor System

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2016 Retail Chevrolet Colorado 4WD Crew Cab 128.3" LT 12N43

WEIGHT RATINGS

WEIGHT RATINGS - 2016 Retail 12N43 4WD Crew Cab 128.3" LT

Front Gross Axle Weight Rating:	3,200.00
Rear Gross Axle Weight Rating:	3,500.00
Gross Vehicle Weight Rating:	6,000.00

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2016 Retail Chevrolet Colorado 4WD Crew Cab 128.3" LT 12N43

2016 Retail Chevrolet Colorado 4WD Crew Cab 128.3" LT 12N43

PRICING SUMMARY

PRICING SUMMARY - 2016 Retail 12N43 4WD Crew Cab 128.3" LT

	<u>Invoice</u>	<u>MSRP</u>
Base Price	\$31,098.26	\$32,735.00
Total Options:	\$0.00	\$0.00
Vehicle Subtotal	\$31,098.26	\$32,735.00
Advert/Adjustments	\$654.70	\$0.00
Destination Charge	\$895.00	\$895.00
GRAND TOTAL	\$32,647.96	\$33,630.00

*your cost + tax
 \$ 31,693 each*

includes delivery

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Customer File:

Prepared By:
administrator
Ginn Motor Co
6263 Turner Lake Road
Covington, GA 30014
Phone: (678) 625-4000
Email: g_wyant@getginn.com

2016 Retail Chevrolet Colorado 4WD Crew Cab 128.3" LT 12N43

TECHNICAL SPECIFICATIONS

POWERTRAIN - BASIC SPECIFICATIONS - 2016 Retail 12N43 4WD Crew Cab 128.3" LT

ENGINE

Engine Order Code	LFX
Engine Type	Gas V6
Displacement	3.6L/217 CID
SAE Net Horsepower @ RPM	305 @ 6800
SAE Net Torque (lb ft) @ RPM	269 @ 4000

TRANSMISSION

Transmission order code	MYB
Transmission Type Description	* 6-Speed Automatic
Drive Train	Four Wheel Drive

MILEAGE

City EPA fuel economy estimate (MPG)	17.00
Hwy EPA fuel economy estimate (MPG)	24.00
City cruising range (mi)	357.00
Hwy cruising range (mi)	504.00

* Indicates equipment which is in addition to or replaces base model's standard equipment.

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TECHNICAL SPECIFICATIONS

POWERTRAIN - ADVANCED SPECIFICATIONS - 2016 Retail 12N43 4WD Crew Cab 128.3" LT

TRANSMISSION

Gear Ratio (:1)	
First Gear Ratio (:1)	4.06
Second Gear Ratio (:1)	2.37
Third Gear Ratio (:1)	1.55
Fourth Gear Ratio (:1)	1.16
Fifth Gear Ratio (:1)	0.85
Sixth Gear Ratio (:1)	0.67
Reverse Ratio (:1)	3.20
Clutch size (in)	
Power Take-Off	

TRANSFER CASE

Transfer case model	N/A
Gear Ratio (:1)	
Transfer case high gear ratio	1.00
Transfer case low gear ratio	- TBD -
Transfer case power take off	- TBD -

DIFFERENTIAL

	Front	Rear
Axle Ratio (:1)	3.42	3.42

ELECTRICAL

Battery	1	2	3	Total
Battery cold cranking Amps @ 0 F	- TBD -			- TBD -
Alternator				
Alternator Amps	- TBD -			

COOLING SYSTEM

Cooling system capacity	15.60
Engine oil cooler	

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2016 Retail Chevrolet Colorado 4WD Crew Cab 128.3" LT 12N43

TECHNICAL SPECIFICATIONS

PAYLOAD/TRAILERING SPECIFICATIONS - 2016 Retail 12N43 4WD Crew Cab 128.3" LT

WEIGHT INFORMATION	Front	Rear	Total
Gross Axle Wt Rating (lbs)	3,200.00	3,500.00	
Curb Weight (lbs)	- TBD -	- TBD -	- TBD -
Total Option Weight (lbs)	0.00	0.00	0.00
As Spec'd Curb Weight (lbs)	- TBD -	- TBD -	- TBD -
As spec'd payload (lbs)			- TBD -
Total Weight (lbs)	- TBD -	- TBD -	- TBD -
Reserve Axle Capacity (lbs)	- TBD -	- TBD -	- TBD -
Gross Vehicle Wt Rating (lbs)			6,000.00
Gross Combined Wt Rating (lbs)			12,700.00
 TRAILERING	Max Trailer Wt.	Max Tongue Load	
Dead Weight Hitch (lbs)	5,000.00	500.00	
Weight Distributing Hitch (lbs)	7,000.00	840.00	
Fifth Wheel Hitch (lbs)			

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2016 Retail Chevrolet Colorado 4WD Crew Cab 128.3" LT 12N43

TECHNICAL SPECIFICATIONS

CHASSIS SPECIFICATIONS - 2016 Retail 12N43 4WD Crew Cab 128.3" LT

SUSPENSION	Front	Rear	
Spring			
Spring Type	Independent	Multi-Leaf	
Spring Capacity	- TBD -	- TBD -	
Axle			
Axle Type	- TBD -	- TBD -	
Axle Capacity	- TBD -	- TBD -	
Shock Absorber Diameter (mm)			
Stabilizer Bar Diameter (in)	- TBD -	- TBD -	
BRAKES			
Brake type	Pwr		
ABS System	4-Wheel		
	Front	Rear	
Disc	Yes	Yes	
Rotor Diam x Thickness (in)	12.2 x 1.0	12.8 x 0.7	
Drum			
Drum Diam x Width (in)			
TIRES			
	Front	Rear	Spare
Tire Order Code	QHR	QHR	ZJR
Tire Size	P255/65R17	P255/65R17	P265/70R16
Capacity	- TBD -	- TBD -	- TBD -
Revolutions/Mile @ 45mph	- TBD -	- TBD -	- TBD -
WHEELS			
	Front	Rear	Spare
Wheel Size	17 x 8	17 x 8	16 x 7
Wheel Type	Aluminum	Aluminum	Steel

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2016 Retail Chevrolet Colorado 4WD Crew Cab 128.3" LT 12N43

TECHNICAL SPECIFICATIONS

CHASSIS SPECIFICATIONS - 2016 Retail 12N43 4WD Crew Cab 128.3" LT

STEERING

Steering type	Pwr Rack & Pinion
Ratio (:1)	
On Center	- TBD -
At Lock	- TBD -
Turning Diameter	
Curb-to-Curb	41.30
Wall-to-Wall	- TBD -

FUEL TANK

	Main	Auxiliary
Capacity	21.00	
Location	- TBD -	

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TECHNICAL SPECIFICATIONS

DIMENSIONS - 2016 Retail 12N43 4WD Crew Cab 128.3" LT

EXTERIOR DIMENSIONS

Wheelbase (in)	128.30
Length, Overall w/o rear bumper (in)	212.70
Width, Max w/o mirrors (in)	74.30
Height, Overall (in)	70.60
Overhang	
Overhang, Front	36.90
Front Bumper to Back of Cab (in)	- TBD -
Cab to Axle (in)	- TBD -
Cab to End of Frame (in)	- TBD -
Ground to Top of Load Floor (in)	34.50
Ground to Top of Frame (in)	- TBD -
Frame Width, Rear (in)	- TBD -
Ground Clearance	
Ground Clearance, Front	8.20
Ground Clearance, Rear	8.20

CARGO AREA DIMENSIONS

Cargo Box Length @ Floor (in)	61.70
Width	
Cargo Box Width @ Top, Rear	- TBD -
Cargo Box Width @ Floor	57.80
Cargo Box Width @ Wheelhousings	44.40
Cargo Box (Area) Height (in)	- TBD -
Tailgate Width (in)	- TBD -
Cargo Volume (ft ³)	41.30
Ext'd Cab Cargo Volume (ft ³)	- TBD - w/o Rear

INTERIOR DIMENSIONS

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2016 Retail Chevrolet Colorado 4WD Crew Cab 128.3" LT 12N43

TECHNICAL SPECIFICATIONS

DIMENSIONS - 2016 Retail 12N43 4WD Crew Cab 128.3" LT

INTERIOR DIMENSIONS

Passenger Capacity	5	
Seating Position	Front	Second
Head Room (in)	41.40	38.30
Leg Room (in)	45.00	35.80
Shoulder Room (in)	57.50	56.20
Hip Room (in)	55.00	53.30

* Indicates equipment which is in addition to or replaces base model's standard equipment.

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Customer File:



BID TABULATION SHEET

Project Name: **2016 CHEVROLET COLORADO - OR EQUAL**
 Requisition No. **2016-0223**

Bid Date: **February 23, 2016**
 Bid Opening Time: **10:00 AM**

Bidder's Name	Ginn Commercial Fleet					
City, State	Covington, GA					
Bond	N/A	N/A	N/A	N/A	N/A	N/A
Affidavits						
Addenda Received	N/A	N/A	N/A	N/A	N/A	N/A
Notes						
Bid Amount GRAND TOTAL	\$ 31,290 ⁰⁰					

OPENED BY: 

TABULATED BY: 

WITNESS BY: 

TO: Mayor Craft & Members of the City Council

FROM: Brandan Franklin

SUBJECT: Permitting Fees

DATE: March 1, 2016

ISSUE: Updating the permitting fees for the building, fire, planning and zoning, and public works departments

BACKGROUND: In an effort to create a more customer friendly service, we would like to combine all fees associated with development into one ordinance.

The building permitting fees have been updated to capture the cost associated with the relative permits. These fees have been compared to other jurisdictions throughout the county and remain relevant to the other jurisdictions.

In this fee schedule, the planning and zoning fees associated with development and signs are also found.

We have also included the fees associated with the public works department for land disturbance and other permits.

This will allow our customers and developers the ability to find all fees associated with development on one page, one ordinance.

RECOMMENDATION: I recommend Mayor and Council approve this new fee schedule

PREVIOUS COUNCIL ACTION: The various fees presented have been adopted previously in their current state

BUDGET IMPLICATIONS: The fees presented will have a positive effect on the building department's budget.

RELATED ISSUES: none

ATTACHMENTS: see attachments

DEPARTMENT: Building

STAFF CONTACT: Brandan Franklin

* * *

BUILDING PERMIT FEES

I. PERMIT APPLICATION FEE

A. A nonrefundable application fee of twenty-five dollars (\$25.00) shall be paid at time of permit application.

Current fee is twenty dollars (\$20.00).

B. A non-refundable plan review fee based upon one dollar (\$1.00) per thousand dollars (\$1,000) of valuation shall be paid for all new construction.

C. Addendums/Re-submittals – After issuance of permit, any deviations from the approved plans during construction will be assessed fifty dollars (\$50.00) per architect/engineer addendum. Prior to issuance of permit, re-submittals for construction drawings will be assessed a fee of one hundred dollars per hour (\$100/hr.) for review with a minimum fee of fifty dollars (\$50).

NEW- all plans are now engineered in Gulf Shores. When addendums and re-submittals occur, the department has to review for code compliance. This fee is to offset the additional time spent for a project after initial plan review.

D. A permit shall not be issued to any person with an outstanding balance owed to the City.

NEW- this is to ensure the City collects all outstanding payments prior to issuance of a new permit.

II. BUILDING VALUATION

A. Single-Family/Duplex/Accessory Structure.....\$4.00 per \$1,000.00

B. Commercial/Industrial (within the International Building Code)...\$5.00 per \$1,000.00

C. Multi-Family.....\$10.00 per \$1,000.00

D. An additional fee of one hundred dollars (\$100) per month will be assessed after one year from date of permit issuance until all final approvals have been received for all single family and duplex residential construction.

NEW- this is to ensure structures are completed in a timely manner

III. ELECTRICAL PERMIT

The following electrical permit fees are hereby established and shall be required to be paid prior to the commencing of any work for which an electrical permit is required:

A. Residential (Within the International Residential Code)

1. New Construction.....

- a) Single family \$100.00
- b) Duplex \$200.00
- c) Townhomes \$100.00/dwelling unit
- d) Accessory Structures \$50.00

2. Repair/Additions..... \$ 50.00/dwelling unit

3. Meter Base/Service Panel Replacement \$ 50.00

B. Commercial- New, Alterations, Additions

1. One hundred dollars (\$100) up to the first \$50,000 of building valuation and \$.75/per \$1,000.00 for remainder of the building valuation

Current Commercial...\$.75 per \$1000 of the building valuation.- the current ordinance allows commercial installations to obtain a permit less expensive than residential permits

2. Miscellaneous Permit..... \$100.00

NEW- This fee is for repairs other than panels/meter bases which require an electrical permit but not a building permit

IV. COMMERCIAL SERVICE PANEL AND METER BASE

Repair/Replacement shall be based upon the following:

A. 100 amp service	\$ 50.00
B. 150 amp service	\$ 75.00
C. 200 amp service	\$100.00
D. 300 amp service	\$125.00
E. 400 amp service	\$150.00
F. 600 amp service	\$175.00
G. 800 amp service	\$200.00
H. Over 800 amp service	\$250.00

V. MECHANICAL

The following mechanical permit fees are hereby established and shall be required to be paid prior to the commencing of any work for which a mechanical system permit is required:

A. Residential (International Residential Code)

1. New Construction
 - a) Single Family \$100.00
 - b) Duplex \$200.00
 - c) Townhomes \$100.00/dwelling unit
2. Repair/Additions/Alterations (unit replacement) \$ 50.00

B. Commercial (New/Additions/Alterations)

1. One hundred dollars (\$100) up to the first \$50,000 of building valuation and \$.75/per \$1,000.00 for remainder of the building valuation.
Current Commercial...\$.75 per \$1000 of the building valuation.- the current ordinance allows commercial installations to obtain a permit less expensive than residential permits
2. Commercial Unit Replacement.... \$100 per unit.
NEW- current ordinance charges for residential but not commercial
3. Miscellaneous Repairs..... \$100.00
New- This is for repairs not requiring a building permit

C. Refrigerant (Coolers)

1. New..... \$100.00
2. Repair.... \$ 50.00

NEW-current ordinance does not cover permitting of installation of coolers

VI. PLUMBING

The following plumbing fees are hereby established and shall be required to be paid prior to the commencing of any work for which a plumbing permit is required:

D. Residential (International Residential Code)

- 1. New Construction....
 - a) Single Family \$100.00
 - b) Duplex \$200.00
 - c) Townhomes \$100.00/dwelling unit
- 2. Repair/Addition..... \$ 50.00

E. Commercial (New/Additions/Alterations)...

- 1. One hundred dollars (\$100) up to the first \$50,000 of building valuation and \$.75/per \$1,000.00 for remainder of the building valuation.
Current Commercial...\$.75 per \$1000 of the building valuation.- the current ordinance allows commercial installations to obtain a permit less expensive than residential permits
- 2. Miscellaneous Repairs..... \$100.00
New- this allows for repairs to plumbing systems which do not require a building permit

F. Natural and LP Gas Permit Fee

- 1. Residential \$50.00/dwelling unit
- 2. Commercial \$100.00

VII. MISCELLANEOUS PERMIT FEES

- A. Mobile Home Set Up \$125.00
- B. Manufactured Home \$200.00
- C. Pool Permit
 - 1. Residential \$ 50.00
 - 2. Commercial \$100.00
- D. Dune Walkover
 - 1. Residential \$ 50.00
 - 2. Commercial \$100.00
- E. Bulkhead/Retaining Wall \$ 50.00
- F. Piers/Boathouses
 - 1. New or Repairs..... \$4.00 per \$1000.00

G. Demolition Permit

- 1. Residential \$ 50.00
- 2. Commercial \$100.00

H. Reroof

- 1. Residential–Per Unit \$ 50.00
- 2. Commercial \$5 per \$1000 valuation; minimum \$50.00

Current Commercial –Per Structure is \$100- New ordinance will charge based on the job type and cover the cost of inspections related to commercial projects

I. Coastal Use Permit (ADEM) (Construction along beachfront properties.)

- 1. Single Family or Duplex \$1,100.00

Current is Single Family or Duplex \$520.00. New fee would be consistent with ADEM

- 2. Commercial (other than one or two family dwellings) \$14,000.00

Current is Commercial (other than one or two family dwellings) \$6,900.00. New fee is consistent with ADEM

- 3. Variances to Division 8 Regulations \$1,000.00

J. Haul Permit

- 1. For any sand/soil/fill material delivered south of the intracoastal waterway \$15.00

K. Building Board of Adjustment Appeal \$500.00

This is a new fee: to be applied to projects seeking a variance from the adopted codes

VIII. FIRE PROTECTION SYSTEMS

The following Fire Protection System fees are hereby established for commercial and multi-family construction and where required by law involving the installation, alteration, upgrade or repair of a fire sprinkler and/or alarm system and shall be required to be paid prior to commencement of any work.

Fire Sprinkler

A1	Fire Sprinkler New Installation	\$250.00 plus
A2	1 – 100 heads	\$ 50.00
A3	Each additional 100 or fraction thereof.	\$ 30.00
A4	Fire Sprinkler –Alterations, maintenance and repair	\$50.00
	Not subject to new installation fee	
A5	New Residential Fire Sprinkler	\$100.00
A6	Residential Fire Sprinkler Repair/Addition	\$50.00

Fire Alarm

B1	Fire Alarm Permit - New	\$250.00 plus
B2	1-100 Devices	\$50.00
B3	Each additional 100 or fraction thereof	\$30.00
B4	Fire Alarm Control Panel	\$50.00
B5	Fire Alarm alterations, maintenance and repair	\$50.00
	Not subject to new installation fee	

Commercial Kitchen Exhaust Systems * (Separate Permits Required for C1 and C2)

C1	Type 1 Hood and Duct New Construction	\$200.00
C2	Fire Suppression for Type 1 Hood	\$100.00
C3	Type 1 systems alterations, maintenance and repair	\$100.00
	Not subject to new installation fee	

Miscellaneous Fire Protection Systems Fees

D1	Fire Standpipe (per riser)	\$50.00
D2	Fire Service –Underground Supply	\$50.00
D3	Fire Pump	\$50.00
D4	Automatic Fire Suppression Systems (Not Kitchen)	\$50.00

IX. UNPERMITTED WORK

The required permit fee shall be as follows when any work commences prior to securing the appropriate permits:

- A. 1st Offense \$ 250.00 and Warning Citation
- B. 2nd Offense \$ 500.00 and Citation
- C. 3rd Offense \$1,000.00 and Citation
- D. Business license may also be subject to revocation after the second offense if deemed necessary by the City Council.

X. RE-INSPECTION FEES

Re-inspection Fees. A fee of \$50 will be required after two failed attempts for the same inspection (building, electrical, mechanical, plumbing, short term rentals). This fee will apply to any subsequent inspections until a passing inspection is made and must be paid prior to any subsequent inspection.

Current is \$25.00- this fee does not cover the cost of in-kind expenses for providing an additional inspection

XI. SIGN PERMIT FEES

Sign permit fees listed below apply only in the corporate limits of the city. Signs in the police jurisdiction will be permitted with the building and electrical permits.

- 1. Upon approval of an application for a sign permit and prior to issuance of the permit, a permit fee shall be paid based on the following schedule of rates:
 - a. **Electrical signs:**
 - 1. Up to 32 square feet (each face)\$50.00
 - 2. Over 32 square feet50.00; Plus \$1.00 for each square foot in excess of 32 square feet.
 - b. **Temporary signs:**
 - 1. Up to 32 square feet (each face)\$25.00

2. Over 32 square feet25.00; Plus \$1.00 for each square foot in excess of 32 square feet.

* This fee can be waived for non-profit groups.

C. Reinspection fee (all signs)\$50.00

D. *Double fee.* The required permit fee shall be double when any work commences prior to securing the appropriate permit.

XII. Zoning and Subdivision Fees

1. That the following schedule of fees is hereby established and approved for planning and permitting functions in the Community Development Department of the City of Gulf Shores:

- | | | |
|----|--|----------|
| A. | Administrative Site Plan Review..... | 250.00 |
| B. | Site Plan Review..... | 300.00 |
| C. | Conditional Use Permit. | 300.00 |
| D. | Rezoning..... | 1,000.00 |
| E. | Planned Unit Development... .. | 1,500.00 |
| F. | Plus other normal fees associated with subdivision,
site plans for individual development | |
| G. | Zoning Ordinance Text Amendment..... | 500.00 |

2. Subdivision:

- | | | |
|----|--|----------|
| A. | Preliminary Plat..... | 1,000.00 |
| | + 75.00/lot | |
| B. | Final Plat..... | 300.00 |
| C. | Subdivision Recording Fee/Deposit..... | 75.00 |

3. Amendment to Any Application:

- | | | |
|----|--|--------------------|
| A. | Requiring Council Action..... | 50% of current fee |
| B. | Requiring Administrative/Staff Action... | 25% of current fee |

4. Zoning Board of Adjustment:

- | | | |
|----|--|--------|
| A. | Single Family & Duplex Variance..... | 100.00 |
| B. | All Other Variances..... | 500.00 |
| C. | Appeal to Board of Zoning Adjustments..... | 200.00 |

5. Other Permits and Applications

- | | | |
|----|-----------------------------------|--------|
| A. | Comprehensive Plan Amendment..... | 500.00 |
| B. | Tree Removal Permit..... | 250.00 |
| C. | Master Signage Plan..... | 250.00 |

- D. Relocation of Right-of-Way..... 1000.00
- E. Land Disturbance Permit..... 250.00

6. Meeting Minutes & Records

- A. Transcript of Planning Commission Mtg. or
Zoning Board of Adjustment Mtg.- Written..... 100.00

7. Zoning Verification

- A. Written Zoning Verification..... \$10.00



SMALL TOWN, BIG BEACH™

Council Agenda Item Summary

Date: March 3, 2016

Issue: Public-Private Partnership – Request for Proposals

Background:

The City issued a Request for Proposals to identify a developer or a development team with an acceptable proposal for a public/private agreement to develop for public benefit approximately 2+ acres of City-owned property within the Gulf Beach District. This district is a key area of focus within the Small Town, Big Beach Vision 2025 for Sustainability with priorities aimed at creating a walkable, energetic beachfront district that will attract tourism, stimulate local business, and encourage business and residential relocation.

Recommendation:

The deadline to submit proposals was June 2015 at which time an independent Project Selection Committee began reviewing and evaluating all qualifying proposals. After nearly nine months of examination, the Project Selection Committee recommends the Periwinkle, LLC proposal for consideration by the City Council.

If the City Council desires to select this proposal a detailed Development Agreement should be negotiated between the developer and the City. Attached you should find a resolution for consideration authorizing Mayor Craft to enter into negotiations for a Development Agreement, the terms of which will be presented in final form for approval by the City Council at a later date.

Previous Council Action: Authorized issuance of Request for Proposals

Budget Implications: To be negotiated as part of Development Agreement

Attachments: Resolution for Consideration

Department: Executive

Staff Contact: Blake Phelps, 251-968-1170

**A RESOLUTION
AUTHORIZING AND DIRECTING THE MAYOR TO
NEGOTIATE A DEVELOPMENT AGREEMENT BETWEEN
RONALD O'NEILL DURHAM AS ASSIGNEE OF PERIWINKLE, LLC
AND THE CITY OF GULF SHORES FOR A PUBLIC-PRIVATE
PARTNERSHIP TO CONSTRUCT A PROJECT PROVIDING
SUBSTANTIAL PUBLIC BENEFIT ON CITY-OWNED PROPERTY
AT THE CORNER OF WEST BEACH BOULEVARD AND WEST 1ST STREET**

WHEREAS, the Gulf Shores City Council issued a Request for Proposals in 2015 to identify a developer or development team with an acceptable proposal for a public-private agreement to develop for public benefit approximately 2.0 + acres of City-owned property within the Gulf Beach District;

WHEREAS, all qualifying proposals were reviewed and evaluated by an independent Project Selection Committee;

WHEREAS, the Project Selection Committee recommended the Periwinkle, LLC proposal for consideration by the Gulf Shores City Council;

WHEREAS, the Gulf Shores City Council adopted the Small Town, Big Beach Vision 2025 for Sustainability in 2014 and a Strategic Plan 2015-2019 that identify the Gulf Beach District as a top priority;

WHEREAS, the Small Town, Big Beach Vision 2025 for Sustainability recognizes the construction of a walkable, energetic beachfront district will attract tourism, stimulate local business, and encourage business and resident relocation;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON MARCH 14, 2016, as follows:

Section 1. That the Mayor is hereby authorized and directed to enter into negotiations for a Development Agreement between Ronald O'Neill Durham as Assignee of Periwinkle, LLC and the City of Gulf Shores for a public-private partnership to construct a project providing substantial public benefit on City-owned property at the corner of West Beach Boulevard and West 1st Street.

Section 2. That the terms of any such Development Agreement shall be presented in final form for approval by the Gulf Shores City Council at such time, if any, as the Mayor may determine.

Resolution No. -16

Page 2

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

ADOPTED this 14th day of March, 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 March 14, 2016.

City Clerk

RESOLUTION NO. -16

**A RESOLUTION
AUTHORIZING AND DIRECTING THE MAYOR TO
NEGOTIATE AND ACCEPT,
A CONTRACT PURCHASE AGREEMENT BETWEEN
SOUTHLAND GULF, LLC AND THE CITY OF GULF SHORES
FOR THE PURCHASE OF REAL PROPERTY
IN AMOUNT NOT TO EXCEED \$2,100,000.00
AND AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AND ATTEST SAID CONTRACT**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON MARCH 14, 2016, as follows:

Section 1. That the Mayor is hereby authorized and directed to negotiate and execute, and the City Clerk is hereby authorized and directed to attest, a Contract Purchase Agreement, between Southland Gulf, LLC and the City of Gulf Shores for the purchase of a 26 acre parcel of real property north of the Foley Beach Express (PPIN 274360) in an amount not to exceed \$2,100,000.00 on substantially the terms presented to Council this date; and

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

ADOPTED this 14th day of March, 2016.

Robert Craft, Mayor

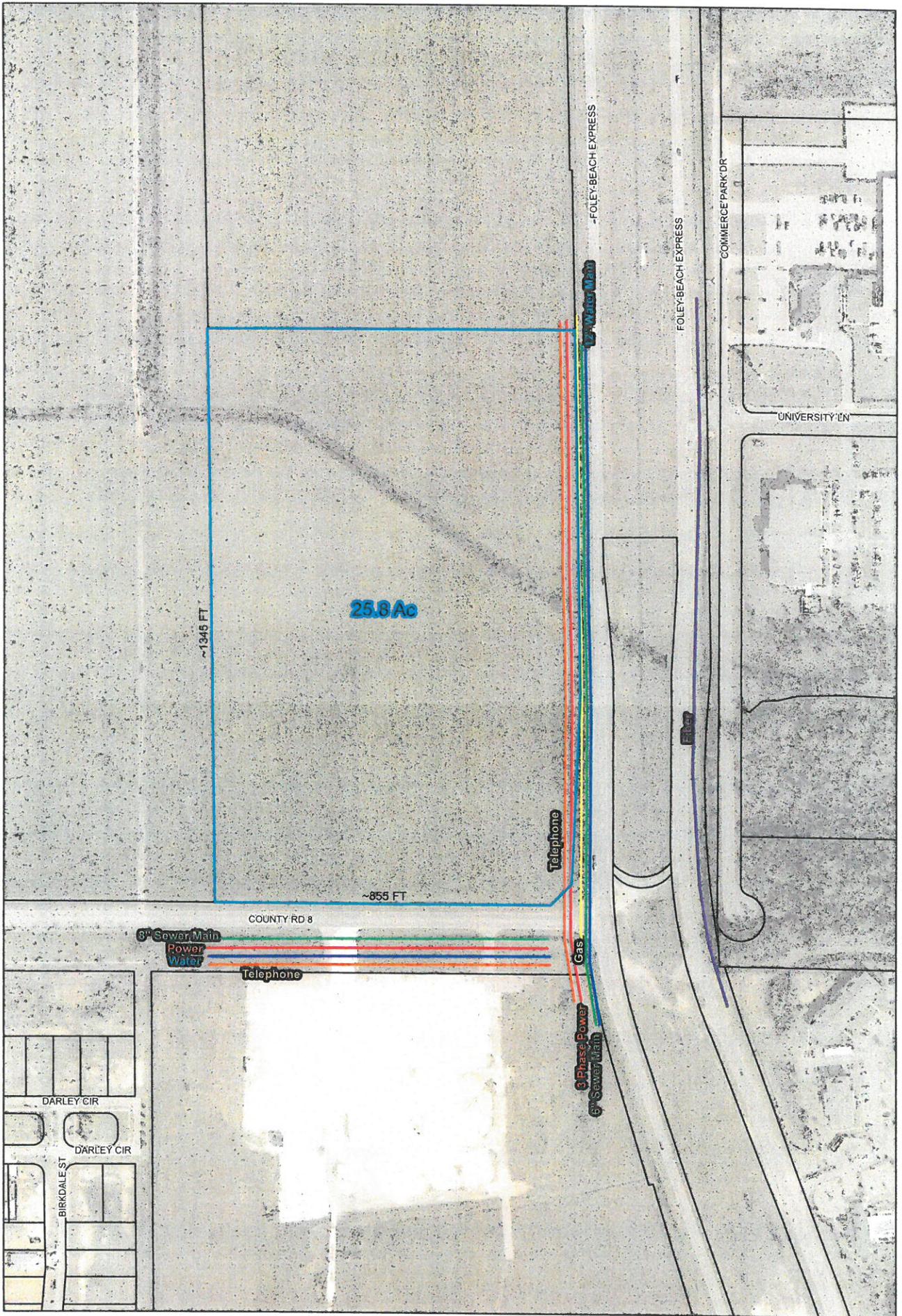
ATTEST:

Wanda Parris, MMC
City Clerk

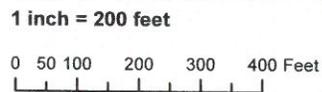
CERTIFICATE

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 March 14, 2016.

City Clerk



Southland Gulf Property
Utilities Availability
 2/18/2016





TO: Mayor Craft & Members of the City Council

FROM: Dan Bond, Environmental/Grants Coordinator

SUBJECT: 2017 ACAMP Grant Application – Lagoon Pass Park Fishing Pier

DATE: March 7, 2016

ISSUE: Staff seeks City Council endorsement for a \$50,000 ACAMP Public Access to Coastal Resources Grant with a required \$50,000 in matching fund to construct a 250' wooden fishing pier at Little Lagoon Pass Park.

RECOMMENDATION: Staff recommends the City Council pass a resolution endorsing staff's submission of a 2017 ACAMP Public Access Construction Grant application. The grant requires a 1 to 1 match with a maximum grant award of \$50,000 which would require a match of \$50,000.

BACKGROUND: Staff seeks an ACAMP Grant from the Alabama Department of Conservation and Coastal Resources (ADCNR) to construct a 250' X 8' wooden fishing pier on the north side of Little Lagoon Pass Park (See Attached). This pier will allow public access for fishing and enhance recreation opportunities for residents and visitors.

PREVIOUS COUNCIL ACTION: None.

BUDGET IMPLICATIONS: \$50,000 in matching funds and \$6,500 in design fees to be allocated in the 2017 Department of Public works Budget.

RELATED ISSUES: None.

ATTACHMENTS: Conceptual Site Plan

STAFF CONTACTS: Mark Acreman, Dan Bond



Fishing Platform (10' x 20')

Shade Structure

Pier (250 LF x 8' width)

ccolvin
PW-CONSTMGR
3/3/2016

1 inch = 125 feet

0 62.5 125 250 375 500 Feet



0 0.01 0.02 0.04 0.06 0.08 Miles





To: Mayor and Council
From: Cindy King, Director of Finance and Administration
Subject: Amendment 1 to 2016 Budget
Date: March 7, 2016

BUDGET UPDATE

Preliminary numbers show as of the end of February 2016 cumulative expenditures are \$4,039,156 - down 13% from 2015; Revenues are \$6,736,853 - up 4% from 2015. Revenues and encumbrances are \$2,387,032 greater than expenditures.

General Fund Reserves – The Fiscal Year 2016 budget includes a 5% increase to 60% General Fund reserve target of \$20,559,138 which was met during January due to 2015 operating within budget.

Amendment one for 2016 was reviewed at the February Finance Committee and proposes the following:

GENERAL FUND

- Parking Fees Revenues reduced by \$418,989 and Beach expenditures reduced \$445,989 due to the additional parking meters/locations not approved by Council. Expense of \$85,000 remained in the Parking Beach Improvements expense line for 8 replacement and 2 new parking meters. Recreation Beach expenses were increased \$40,000 for expenses related to the parking meters.
- Transfer From 2% Lodging Tax increased by \$200,000 to \$1.9 million to offset 2015 Beach expenses of \$2.045 million.
- Proceeds from the 2012-A GO Warrant borrowed funds were increased \$187,500 for Engineering/Design service expenses for Gulf Place.
- Police contract labor expenses were increased \$60,000 for use of Sheriff Deputies during spring break expense.

BEACH RESTORATION & PROJECTS FUND (added after Finance Committee review)

- Revenue and expense increased \$83,976 for total FY 2016 budget of \$197,278 reflecting ADEM Grant of \$226,602 awarded in the fall of 2015. ADEM 2015 Grant expenses were \$29,625.

Capital Projects – Infrastructure projects and major capital equipment purchases with use expected in excess of 15 years planned for in 2015 from Capital Improvement funds are proposed to increase \$558,943 from the 2014 Warrant Fund funds budgeted for the following: additional \$308,943 for final phase of Branding/Wayfinding signage; \$15K for Adult Activity Center tables not originally budgeted and \$20K for a City Store Pergola in the Bodenhamer Center offset by reduction of \$35K for Sims Kid Park Pavilion Roof Repair. ALDOT Match funds and expenses are redistributed for the 3 ALDOT projects. ALDOT funded Environmental Corridor Study for \$250K is added. Sidewalks projects landscaping expense is increased by \$250K for lighting, street furniture and landscaping.

Please let me know if any additional information is needed. Thank you.

Attachments (2)



City of Gulf Shores
Amendment 1
Fiscal Year 2016

02/12/2016

Department	Name	Budget	YTD
01-3478100	Parking Fees - Public Beach	1,200,000	0
01-3911001	TransFm2%LodgingTax	1,700,000	0
01-3931020	Proceeds 2012-A GO Warrant	0	187,500
	Subtotal General Fund Revenue		
01-501-64332	Executive Contract/Consulting Svcs	62,000	0
01-530-51068	Police - Contract Labor	0	0
01-531-51020	Parking Beach - Salaries Regular	60,364	0
01-531-51050	Parking Beach - Overtime	3,000	0
01-531-52010	Parking Beach - FICA	5,626	0
01-531-52020	Parking Beach - Pension	6,340	0
01-531-52030	Parking Beach - Life & LTD Insurance	300	0
01-531-52052	Parking Beach - HealthSelf Insurance F	19,000	0
01-531-65311	Parking Beach - Internet Service	27,109	0
01-531-66131	Parking Beach - Parking Meter Supplies	42,250	0
01-531-66170	Parking Beach - Furn,Equip,Fixt,Smtools<5K	20,700	0
01-531-66195	Parking Beach - Uniform Rental/Purchases	2,000	0
01-531-68210	Parking Beach - Credit Card Fees	43,200	0
01-531-80874	Parking Beach - Improvements	301,100	84,408
01-556-65311	Recreation Beach - Internet Service	3,000	0
01-556-66131	Recreation Beach - Parking Meter Supplies	3,000	0
01-556-68210	Recreation Beach - Credit Card Fees	3,000	92
	Subtotal General Fund Expense		
	Fund: 10 - Special Revenue 2% Lodging Tax		
10-991-90101	Transfer to General Fund	1,700,000	0
	Fund: 37 - Beach Restoration & Projects Fund Revenue/Expense		
37-3342010	Grant-ADEM Recycling Program	113,302	0
37-563-80915	ADEM Recycling Grant	113,302	3,590
	Fund: 40 - 2014 GO Warrant Fund Revenue		
40-3342553	Grant-ALDOT-SidewalkHandicapAccess	0	0
40-3342554	Grant-ALDOT-Sidewalks & Feet Wide	951,504	0
40-3342552	Grant-ALDOT-TAP Grant/Sidewalks	0	0
40-3342800	ALDOT/100% NEPA Funds Reimbursement	0	0
40-3931035	Proceeds from 2014 GO Nontaxable Warrant	1,890,184	0
	Subtotal 2014 GO Revenue		

Amend 1	Budget	Dollar Diff	Explanation
(418,989)	781,011	-418,989	Add: Parking Meters/Locations not approved by Council
200,000	1,900,000	200,000	Beach 2015 Expenses were \$2.045 million
187,500	187,500	187,500	Engineering/Design services for Gulf Place
(31,489)		(31,489)	
187,500	249,500	187,500	Engineering/Design services for Gulf Place
60,000	60,000	60,000	To cover Sherrif deputies spring break expense
(60,364)	0	-60,364	Add: Staff for addl. Parking Meters/Locations not approved
(3,000)	0	-3,000	Add: Staff for addl. Parking Meters/Locations not approved
(5,626)	0	-5,626	Add: Staff for addl. Parking Meters/Locations not approved
(6,340)	0	-6,340	Add: Staff for addl. Parking Meters/Locations not approved
(300)	0	-300	Add: Staff for addl. Parking Meters/Locations not approved
(19,000)	0	-19,000	Add: Staff for addl. Parking Meters/Locations not approved
(27,109)	0	-27,109	Add: Parking Meters/Locations not approved by Council
(42,250)	0	-42,250	Add: Parking Meters/Locations not approved by Council
(20,700)	0	-20,700	Add: Parking Meters/Locations not approved by Council
(2,000)	0	-2,000	Add: Parking Meters/Locations not approved by Council
(43,200)	0	-43,200	Add: Parking Meters/Locations not approved by Council
(216,100)	85,000	-216,100	10 Parking Meters approved; 8 replacement, 2 new
9,000	12,000	9,000	Software, license fee 10 Parking Meters approved; 8 replacement, 2 new, 2015 \$8,450
9,000	12,000	9,000	10 Parking Meters approved; 8 replacement, 2 new, 2015 expense 10K+
22,000	25,000	22,000	Credit Card Fees est 40% for total rev; 4% fees; 2015 expense 16K+
(158,489)	443,500	(158,489)	
200,000	1,900,000	200,000	Increase Transfer for 2015 Actual Beach Expenses; \$2.8 million total revs projected (7million x 40%); \$170K carryforward
83,976	197,278	83,976	ADEM Grant of \$226,602 awarded fall 2015; \$29,625 spent 2015
83,976	197,278	83,976	Recycling Equipment - Balers, cans & Jeep Wrangler approved by Council
155,544	155,544	155,544	Add ALDOTSidewalk Handicap Access funds anticipated
(551,504)	400,000	-551,504	Reduce 8 Feet Wide by amounts for TAP and Handicap Access Grants
395,960	395,960	395,960	Add ALDOTTAP Grant/Sidewalks
250,000	250,000	250,000	100% ALDOT Reimbursed
558,943	2,449,127	558,943	Bring in 2014 Nontaxable Warrant Proceeds for 2016 work
808,943	808,943	808,943	

57.611

**City of Gulf Shores
Amendment 1
Fiscal Year 2016**

02/12/2016

Department	Name	Budget	YTD
Fund: 40 - 2014 GO Warrant Fund Expense			
40-550-81801	RCA Branding/Wayfinding Signage	112,285	0
40-551-80874	Events & Programs Improvements	0	0
40-553-80874	Bodenhamer Improvements	850,000	95
40-555-80874	Recreation - Parks	55,000	10,000
40-879-65200	ALDOT-TAP Grant/Sidewalks TAPQA-TA15(93)	0	0
40-879-65300	ALDOT-Sidewalks/HandicapAccessSTPTE-TE	0	0
40-879-65400	ALDOT-Sidewalks 8 Feet Wide TAPNU-TA13	1,774,403	454
40-879-65455	ALDOT/100% NEPA Funds Project	0	0
40-562-80740	Sidewalks Projects Landscaping	0	0
	Subtotal 2014 GO Expense		

Revenue
Expense
Revenue minus Expense

Amend 1	Budget	Dollar Diff	Explanation
308,943	421,228	308,943	All signage not completed in 2015; to be completed in 2016
15,000	15,000	15,000	Adult Activity Center Tables
20,000	870,000	20,000	City Store Retail Pergola in Bodenhamer Center
(35,000)	20,000	-35,000	Sims Kids Park Pavilion Roof not as expensive as anticipated
560,000	560,000	560,000	Add ALDOTTAP Grant/Sidewalks
160,000	160,000	160,000	Add ALDOTSidewalk Handicap Access funds anticipated
(720,000)	1,054,403	-720,000	Reduce 8 Feet Wide by amounts for TAP and Handicap Access Grants
250,000	250,000	250,000	Environmental Corridor Study
250,000	250,000	250,000	Lighting, Street Furniture, Landscaping for sidewalks project;
808,943	808,943	808,943	for 2017 another \$250K will be needed

861,430
934,430
-73,000

RESOLUTION NO.

**A RESOLUTION AMENDING
CITY OF GULF SHORES
2016 BUDGET**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON MARCH 14th, 2016 as follows:

Section 1. That the City of Gulf Shores 2016 Budget be amended for the City of Gulf Shores, Alabama, for Fiscal Year 2016 beginning January 1, 2016 and ending December 31, 2016.

**GENERAL FUND BUDGET SUMMARY 2016
(JANUARY 1, 2016 THROUGH DECEMBER 31, 2016)**

TOTAL REVENUES GENERAL FUND		\$34,622,961
<u>EXPENDITURES:</u>		
Executive	\$ 1,421,660	
Human Resources	300,288	
Finance & Administrative Svcs	2,602,817	
Municipal Court	364,702	
Police	5,098,855	
Fire & EMS	3,642,949	
Community Development	403,143	
Building	487,785	
Recreation & Cultural Affairs	254,817	
Events & Programs	718,225	
Library	589,608	
Recreation-Bodenhamer	1,569,966	
Recreation-Sportsplex	1,079,021	
Recreation-Parks	520,601	
Recreation-Beach	414,688	
Recreation-Cultural Center	448,839	
Recreation-City Store	200,899	
Public Works:		
General Services	722,557	
Public Facilities-Custodial	516,317	
Public Facilities-Landscaping	697,119	
Streets	1,935,942	
Maintenance	1,117,127	
Airport Authority	125,936	
Outside Agencies	<u>277,500</u>	
SUBTOTAL OPERATIONS		\$25,511,361
Capital Outlay		
Finance & Admin Capital	21,000	
Police – Capital Outlay	265,500	
Parking Beach – Capital Outlay	85,000	
Fire – Capital Outlay	200,000	

Building – Capital Outlay	42,000		
Recreation Bodenhamer Center	70,000		
Recreation Sportsplex	36,500		
Recreation Parks	36,500		
Recreation Beach	61,000		
Recreation Cultural Center	55,000		
Recreation City Store	21,500		
Public Works:			
Custodial	44,000		
Landscaping	32,000		
Streets – Capital	614,500		
Maintenance	9,000		
SUBTOTAL CAPITAL		\$1,593,500	
Operating Transfers Out		<u>\$7,006,378</u>	
Total General Fund Expenses			<u>\$34,111,239</u>
Budget Carry Forward General Fund			\$ 511,722

**OTHER FUND BUDGET SUMMARY 2016
(JANUARY 1, 2016 THROUGH DECEMBER 31, 2016)**

	REVENUE	EXPENDITURE	
Special Revenue			
2% Lodging Tax Revenue	2,641,000		
Transfer to General Fund		1,900,000	
Transfer to Beach Reserves		661,082	
Transfer to Beach Fund		<u>70,000</u>	
			<u>\$2,631,08</u>
Total 2% Lodging Tax Expenses			<u>2</u>
Budget Carry Forward 2% Lodging			\$9,918
Police & Fire Related Grants			
Police and Fire	405,000		
Transfer to General		370,000	
Muni Court Exps		<u>35,000</u>	
SUBTOTAL		405,000	
Impact Fees Fund			
Impact Fees Revenue	401,500		
Recreation Equipment		212,000	
Public Works		120,000	
Police		29,500	
Fire		<u>40,000</u>	
SUBTOTAL		401,500	
Beach Restoration & Projects Fund	731,082		

Transfer from 2% Ldg Tax		
Grant-ADEM Recycling Program	<u>197,278</u>	
SUBTOTAL	928,360	
Beach Monitoring		70,000
Police and Streets		536,082
Capital Outlay		<u>322,278</u>
SUBTOTAL		928,360
2014 GO Warrant Fund		
Match proceeds (ADEM&ALDOT)	1,810,447	
Transfer from General Fund	<u>1,890,184</u>	
SUBTOTAL	3,700,631	
Capital Outlay Projects		3,700,631
Debt Service Fund		
Transfers/Rent	4,366,378	
Bond Payments		4,366,378
	47,065,83	
Total All Funds Revenue	0	
	46,544,19	
Total All Funds Expense	0	
General Fund Budget Carry Forward		\$511,722
2% Lodging Budget Carry Forward		<u>9,918</u>
Total Budget Carry Forward		\$521,640

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

ADOPTED this 14th day of March, 2016.

Robert Craft, Mayor

Wanda K. 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 March 14, 2016.

City Clerk

DATE: March 2, 2016

ISSUE: Amend Resolution No. 4719-09, Designating Council Control over Expenditures

RECOMMENDATION: Approve the following changes:

- Remove “less than \$5,000” under Section 1, Item A of original resolution (Section 2, Item A of revised resolution);
- Insert “Non-budgeted” in Section 2, Item A of original resolution (Section 3, Item A of revised resolution); and
- Insert “Non-budgeted” in Section 3, Item A of original resolution (Section 4, Item A of revised resolution).

This will clarify the intent of Resolution 4719-09 to match current operational procedures. There will be no change in the type of expenditure items that are currently brought to Council for approval. This clarification will prevent an influx of budgeted items between \$5,000 and \$15,000 for Materials and Services Contracts, and budgeted items between \$5,000 and \$50,000 for Public Works Contracts, which are currently technically required to undergo another round of Council approvals based on the literal interpretation of Resolution 4719-09.

PREVIOUS COUNCIL ACTION: Resolution No. 4719-09 was issued November 16, 2009.

BUDGET IMPLICATIONS: None

RELATED ISSUES: None

ATTACHMENTS: Drafted resolution, copy of original resolution

DEPARTMENT: Purchasing Division, Finance & Administrative Services

STAFF CONTACT: Renee Eberly, Purchasing Officer

RESOLUTION NO .

**A RESOLUTION
DESIGNATING COUNCIL CONTROL
OVER EXPENDITURES**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES,
ALABAMA, WHILE IN REGULAR SESSION ON NOVEMBER 9, 2009MARCH 14, 2016, as
follows:

Section 1. That the following be exempt from Council approval:

A. Items approved in the Spending Plan or Budget less than \$5,000
within a departmental budget and approved by the Department Head, or
the Finance and Administrative Services Director, or the City
Administrator.

B. Items of a routine nature such as compensation of officers and employees, or payments
on contracts approved by council resolution or ordinance, and payments of principal and
interest on bond or warrant issues.

Section 2. The following Materials and Services Contracts require Council approval:

A. Non-budgeted items greater than \$5,000 required to receive three written quotes.

B. Items greater than \$15,000 mandated by State Code to received sealed bids.

Section 3. The following Public Works contracts require
Council approval:

A. Non-budgeted items greater than \$5,000 up to \$49,999.99 required
to receive three written quotes.

B. Items greater than \$50,000 required to received sealed bids and
advertised.

Section 4. The following must be approved by the City
Administrator prior to purchase:

All purchase orders over \$10,000.

Section 5. That any resolution or parts thereof that conflict
with this Resolution shall be and are hereby rescinded.

Section 6. That this Resolution shall become effective upon its adoption.

ADOPTED this 9th 14th day of November, 2009March, 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. [REDACTED] (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on March 14, 2016.

Renee F. Moore, MMC, City Clerk

C E R T I F I C A T E

I, Renee F. Moore, 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 November 9, 2009.

City Clerk

DATE: March 1, 2016

ISSUE: Procurement Credit Cards

RECOMMENDATION: Approve the following changes:

- Add Recreation & Cultural Affairs Assistant Director (\$3,000 limit), and
- Increase Purchasing Officer limit from \$5,000 to \$10,000 to cover utility bills.

PREVIOUS COUNCIL ACTION: Resolution No. 5470-15 was issued January 26, 2015.

BUDGET IMPLICATIONS: All purchases made with City-issued credit cards shall adhere to the City's Purchasing Card Policies & Procedures Manual.

RELATED ISSUES: None

ATTACHMENTS: Drafted resolution includes full list of existing and newly requested procurement credit cards.

DEPARTMENT: Purchasing Division, Finance & Administrative Services

STAFF CONTACT: Renee Eberly, Purchasing Officer

RESOLUTION NO.

**A RESOLUTION AMENDING RESOLUTION 5470-15
AUTHORIZING USE OF MUNICIPAL CREDIT CARDS BY
CERTAIN OFFICERS AND EMPLOYEES
OF THE CITY OF GULF SHORES**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON MARCH 14, 2016, as follows:

Section 1. That Resolution 5470-15, authorizing Use of Municipal Credit Cards by Certain Officers and Employees of the City of Gulf Shores, be and is hereby amended by adding certain positions and amounts.

Section 2. That, except as otherwise directed by the City Council hereafter, credit cards issued by MasterCard to the City of Gulf Shores shall be held and usable only by the following City employees:

<u>Job Title</u>	<u>Limit</u>
Mayor	\$6,000
City Administrator	\$6,000
City Councilman	\$4,000
Environmental/Grants Coordinator	\$4,000
Marketing & Economic Development Coordinator	\$4,000
Police Chief	\$4,000
Police Deputy Chief	\$4,000
Animal Control Officer	\$5,000
Police Administrative Supervisor	\$3,500
Police Department #1	\$4,000
Police Department #2	\$4,000
Fire Chief	\$4,000
Fire Deputy Chief	\$5,000
Fire Battalion Chief - A Shift	\$1,000
Fire Battalion Chief - B Shift	\$1,000
Fire Battalion Chief - C Shift	\$1,000
Fire Marshall	\$1,000
Fire Logistics Officer	\$3,000
Fire Department #1	\$4,000
Fire Department #2	\$4,000
Fire Department #3	\$2,000
Fire Department #4	\$2,000
Municipal Court Clerk	\$4,000
Chief Building Official	\$6,000
Director of Planning & Zoning	\$4,000
Purchasing Officer	\$10,000
Purchasing Technician	\$20,000
IT Systems Administrator	\$2,000
Human Resources Officer	\$3,000
Payroll & Benefits Specialist	\$3,000
Recreation & Cultural Affairs Director	\$6,000
Recreation & Cultural Affairs Assistant Director	\$3,000
Special Events Programs & Events Manager	\$3,000
Special Events Programs & Events Supervisor	\$3,000

Cultural Center Program & Events Supervisor	\$2,000
Retail Operations Coordinator	\$3,000
Parks & Facilities Manager	\$5,000
Recreation Manager	\$3,000
Managing Librarian	\$1,000
Museum Administrator	\$1,000
Public Works Director	\$4,000
Assistant Public Works Director	\$1,000
Public Works Supervisor - Maintenance	\$3,000
Public Works Supervisor - Horticulture	\$3,000
Public Works Supervisor - Custodial	\$3,000
Public Works Supervisor - Streets	\$1,000
Construction/Sustainability Officer	\$1,000
Facility Maintenance Tech, Senior	\$3,000
Facility Maintenance Tech, Senior (Traffic Signals)	\$3,000
Vehicle Equipment Mechanic, Senior	\$3,000
Public Works Courier	\$5,000
Disaster Card #1	\$5,000
Disaster Card #2	\$20,000
Disaster Card #3	\$5,000
Disaster Card #4	\$20,000
Disaster Card #5	\$5,000
Disaster Card #6	\$5,000
Disaster Card #7	\$5,000
Disaster Card #8	\$5,000
Disaster Card #9	\$5,000
Disaster Card #10	\$5,000

With the written approval of the Mayor or City Administrator, or in their absence the City Clerk, a credit card held and usable by one of the above named individuals may be assigned for temporary use by another employee subject to all terms and limitations of this resolution.

Section 3. That each of the above named employees of the City of Gulf Shores is hereby authorized by the City Council of the City of Gulf Shores to incur charges on such credit cards for (a) the purchase of goods and services for the account of the City in connection with the performance of his or her duties incidental to the management or control of the affairs of the City, (b) out-of-town travel specifically authorized in advance by the Council, or (c) out-of-town travel otherwise required in the performance of his or her duties incidental to the management or control of the affairs of the City. Except as otherwise specifically authorized in advance by the Council, no employee shall utilize such credit cards to incur charges in excess of the limits stated above for the purchase of goods and services.

Section 4. That any employee utilizing such credit cards to incur charges file an itemized statement and explanation of all charges incurred.

Section 5. That any officer or employee utilizing such credit cards to incur charges in connection with out-of-town travel shall, upon his or her return, file an itemized statement and explanation of all charges incurred in the manner described in Code of Alabama 1975, Section 36-7-4.

Section 6. That upon submission for payment by the City Council after audit and certification by the City Clerk as provided in Code of Alabama 1975, Section 11-43-101, no credit card charges shall be paid utilizing the funds of the City treasury incurred in nonconformity with this or any other authorizing resolution of the City Council. To the extent that charges are determined by the City Council to have been incurred other than in conformity with this or any other authorizing resolution of the City Council, the employee responsible for the incurring of such charges shall pay such charges personally and the

Council may direct that the amount of such charges be deducted from any sum then or in the future owed by the City to such employee.

Section 7. That with respect to purchases and expenditures on behalf of the City, all such purchases and expenditures shall be in conformity with all written purchasing policies and procedures of the City as in effect from time-to-time including Resolution 4719-09, Designating Council Control over Expenditures.

Section 8. That this Resolution shall become effective upon its adoption.

ADOPTED this 14th day of March, 2016.

Robert Craft, Mayor

ATTEST:

Wanda Parris, CMC
City Clerk

C E R T I F I C A T E

I, Wanda Parris, CMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. [redacted] (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on March 14, 2016.

City Clerk



SMALL TOWN, BIG BEACH

COUNCIL AGENDA SUMMARY

TO: Mayor Craft & Members of the City Council
FROM: Marcy Kichler, Revenue Supervisor
SUBJECT: 2016 Franchise Renewal Request for Kool Treats
DATE: March 7, 2016

ISSUE: Kool Treats is requesting a renewal of their franchise agreement.

BACKGROUND: Kool treats operates one retail ice cream truck on authorized city streets.

PREVIOUS COUNCIL ACTION: None

BUDGET IMPLICATIONS: Annual franchise fee of \$100, business license, and sales tax.
Total estimated contribution to the 2016 budget is \$535.

RELATED ISSUES: None

ATTACHMENTS: None

DEPARTMENT: Finance and Administrative Services, Revenue Division

STAFF CONTACT: Marcy Kichler or Evie Grow

COUNCIL AGENDA SUMMARY

TO: Mayor Craft & Members of the City Council

FROM: Marcy Kichler, Revenue Supervisor

SUBJECT: C.Q.C., Inc. request to add additional “approved” locations and increase the total number of “Franchised Vending Machines” from six (6) to nine (9).

DATE: March 7, 2016

ISSUE: C.Q.C, Inc. is requesting to add three (3) locations to the “approved” locations per his franchise agreement. The locations he would like to add are:

1. Mo’s Landing
2. Meyer Park
3. Cultural Center

In addition he is requesting the ability to place two (2) machines at the Cultural Center if it is approved as a new location.

BACKGROUND: C.Q.C., Inc. is authorized by the existing franchise agreement to place a maximum of six (6) drink vending machines at “approved” locations. Per their franchise agreement, they can add additional locations as may be approved by resolutions of the City Council. Current approved locations:

1. Canal Park Boat Launch*
2. **West 2nd Street Public Beach Access**
3. Lagoon Pass*
4. **Bathhouse at Gulf Place**
5. West 6th Public Access/Bathhouse
6. **East Beach Pavilion Gulf Place**
7. West Pavilion Gulf Place at West 1st Street

*(Locations in bold have machine in place and those with * will have machine)*

PREVIOUS COUNCIL ACTION: None

BUDGET IMPLICATIONS: Annual franchise fee of \$200 per vending machine.

RECOMMENDATION: Approve the request by C.Q.C., Inc. for the additional locations and related drink vending machines.

RELATED ISSUES: None



SMALL TOWN, BIG BEACH

ATTACHMENTS: None

DEPARTMENT: Finance and Administrative Services, Revenue Division

STAFF CONTACT: Marcy Kichler or Evie Grow



SMALL TOWN, BIG BEACH™

TO: Mayor Craft & Members of the City Council

FROM: Andy Bauer, Director of Planning & Zoning

SUBJECT: ZA2015-07 – Zoning Text Amendment – Article 11-11 Cottage Subdivision

DATE: March 7, 2016

ISSUE: The City of Gulf Shores proposes to amend Article 11-11 Cottage Subdivisions to modify the regulations to make cottage subdivision projects a more viable development option in the BT zoning districts.

RECOMMENDATION: Staff recommends the City Council approve the proposed changes to Article 11 Cottage Subdivisions.

BACKGROUND: The regulations for Cottage Subdivisions have been in the Zoning Ordinance since December of 2009 when the ordinance was completely re-written and re-adopted. Although some single family and duplex cottage projects have been developed in Gulf Shores all of these projects were processed and approved as multi-family condominium developments with each individual house constituting a condominium unit. Because of some of the specific requirements within the existing Cottage Subdivision regulations development of individual single family lots in accordance with these regulations has not been feasible. The proposed regulations will make it possible to subdivide a parcel into individual cottage lots and also apply to condominium cottage developments.

PLANNING COMMISSION: At their February 23, 2016 meeting the Planning Commission voted 8-0 to recommend approval of this zoning text amendment to the City Council with the following changes:

1. Delete requirement for processing as a CUP and allow Cottage Subdivisions/Developments by right.
2. Setbacks between buildings shall be as required by the Fire and Building Codes.
3. Require five foot setbacks from all exterior subdivision parcel lines.

PREVIOUS COUNCIL ACTION: Not Applicable

BUDGET IMPLICATIONS: Not Applicable

RELATED ISSUES: Not Applicable

ATTACHMENTS: Cottage Subdivision Staff Report



TO: Mayor Robert Craft and
Members of the City Council

DATE: March 7, 2016

FROM: Andy Bauer , AICP
Director of Planning & Zoning

SUBJECT: ZA2015-07 – Zoning Text Amendment – Article 11-11 Cottage Subdivision

OVERVIEW: The City of Gulf Shores proposes to amend Article 11-11 Cottage Subdivisions to modify the regulations to make cottage subdivision projects a more viable development option in the BT zoning districts. Currently, because of some of the specific regulations imposed by Article 11-11, no developments have been proposed in accordance with these regulations.

BACKGROUND: The regulations for Cottage Subdivisions have been in the Zoning Ordinance since December of 2009 when the ordinance was completely re-written and re-adopted. Although some single family and duplex cottage projects have been developed in Gulf Shores all of these projects were processed and approved as multi-family condominium developments with each individual house constituting a condominium unit. Because of some of the specific requirements within the existing Cottage Subdivision regulations development in accordance with these regulations has not been feasible. For example the current Cottage Subdivision regulations require the following:

- A minimum of 4 homes but not more than 12 homes;
- A total floor area between 800 – 1000 square feet for one story houses and between 1,200 to 1,400 for two story houses;
- A requirement that each house have a covered porch with at least 60 square feet; and
- A minimum setback of at least 20 feet from an exterior property line.

Additionally, although the Article 11-11 promotes the subdivision of land for cottage development this section does not provide any minimum lot size standards.

PLANNING COMMISSION: At their February 23, 2016 meeting the Planning Commission voted 8-0 to recommend approval of this zoning text amendment to the City Council with the following changes:

1. Delete requirement for processing as a CUP and allow Cottage Subdivisions/Developments by right.
2. Setbacks between buildings shall be as required by the Fire and Building Codes.
3. Require five foot setbacks from all exterior subdivision parcel lines.

ANALYSIS: The recent trend of developing BT zoned property with single family and duplex cottage development is a trend the city embraces and would like to promote. The BT zoning districts allow the most density and building height of all of the zoning districts; between 10.5 –

44 dwelling units per acre and 5 – 22 stories of building height. BT zoning is located along the beach and the blocks north of the beach from the Gulf State Park in the east westward to West 11th Street and another pocket of BT zoning on both sides of the Lagoon Pass. While the beachfront is primarily developed with high rise, high density condominiums, much of the BT zoned land north of the beach front remains developed with older single family cottages. Development of the non-beachfront BT zoned areas with Cottage developments is much more compatible with the current scale and density of development, creates less impact, and maintains the character of these existing neighborhoods. Some of the proposed changes to Article 11-11 Cottage Subdivisions are as follows:

- Applies to both small lot subdivision cottage and condominium cottage developments.
- Establishes minimum “parcel”, individual “lot” sizes and widths for cottage subdivisions.
- Requires a minimum 5 foot setback from all exterior parcel lines and the minimum spacing between buildings is controlled by the Building and Fire Codes.
- Allows a maximum 2 habitable stories instead of 3 as allowed in other single family and duplex zoning districts.
- Allows cottage developments by “right” only in the BT zoning district.

ATTACHMENTS: Attached is the proposed zoning text amendment.

RECOMMENDATION: Staff recommends the City Council approve the proposed changes to Article 11 Cottage Subdivisions.

§11-11. Cottage Subdivisions and Developments

- A. Intent. To promote the development of multiple single family and duplex dwellings in the BT zoning districts whose impacts are equivalent or substantially less than the impacts of conventional multi-family development and which reinforce and support the human scale, pedestrian orientation and character of the existing single family and duplex development located in Gulf Shores.
- B. Applicability. Cottage Subdivisions / Developments are permitted by Right in all BT zoning districts. As used in this Section, "Subdivision Parcel" shall mean the entirety of the land occupied by the Cottage Subdivision/Development and "Cottage Lot" shall mean an individual buildable lot within the Cottage Subdivision.
- C. Maximum Number of Cottage Lots in a Cottage Subdivision. The maximum number of Cottage Lots and/or units shall be determined by the maximum density allowed in the Applicable District.
- D. Frontage Conditions. Lots within Cottage Subdivisions are exempt from the frontage requirement of [§6-2B Street Access and §6-2E Required Lot Width and Lot Frontage](#).
- E. Area and Dimensional Requirements.
 - 1. Minimum Subdivision Parcel Size: 10,000sf
 - 2. Minimum Cottage Lot Size: 1,000sf
 - 3. Minimum Cottage Lot Width: 20ft
 - 4. Setbacks. The minimum building setbacks from the exterior property lines of the subdivision parcel shall be 5 feet;
 - 5. Minimum Spacing Between Buildings: Minimum building spacing shall be as required by [§6-2D Buildings per Lot](#).
 - 6. Minimum Common Open Space: 20% of the Subdivision Parcel.
 - 7. Maximum Height: two (2) Habitable Stories
 - 8. Buffering. Cottage Subdivisions are classified as a multi-family use and are required to have buffering in accordance with Buffer Class A in Table 12-3 Minimum Buffer Requirements by Use.
- F. Parking & Driveways. A Cottage Lot or unit must have One (1) private dedicated parking space for each Bedroom contained or to be contained in any dwelling constructed or to be constructed on the Cottage Lot and demonstration that this condition is met shall be a condition precedent to the issuance of a building permit with respect to the Cottage Lot or unit. Parking shall be accessed by a common Driveway or Alley of a width sufficient to accommodate turning into parking spaces and emergency vehicle access. All driveways and alleys shall be private and insure access to all units and/or lots from a public right-of-way. Cottage developments may request permeable paving surfaces for driveways and parking spaces so long as an all-weather surface is provided. Parking spaces shall:
 - 1. be clustered together , be provided individually at the rear of each home, or underneath each structure, or a combination thereof;
 - 2. be Screened from Thoroughfares and Adjacent residential uses by Landscaping, wall or architectural screen.
- G. Pedestrian Connectivity. Pedestrian access ways shall link all buildings to the public right-of-way, common open space, and parking areas.
- H. Architecture. Cottage Subdivisions/Developments may contain only single family and duplex dwellings and shall establish a consistent building design by incorporating similar building styles, architectural

features, colors and site design elements as approved by the City. Documents requiring consistency of design under covenants running with ownership of a Cottage Lot or unit shall be approved by the City and recorded with the Cottage Subdivision Plat instrument in the probate records of Baldwin County.

- I. Ownership, Management and Maintenance of Cottage Subdivisions. Cottage Subdivisions and Developments may be structured so as to characterize the land constituting the Cottage Lots it contains simply as lots conveyable and owned in fee simple or as land conveyable and owned as a private element in a condominium. Each structure to be constructed on a Cottage Lot must be structurally independent with no shared foundations or common walls, with the exception of duplexes, and must conform to all requirements of the Building Code applicable to single family and duplex dwellings. Ownership and maintenance of the Common Open Space and any facilities thereon and common driveways and common parking areas shall be as provided for in [§6-14 Ownership and Management of Common Open Spaces](#). Documents associated with the ownership and management of common spaces, facilities, and improvements shall be approved by the City and recorded with the Cottage Subdivision Plat instrument in the probate records of Baldwin County.

- J. Process For Approval And Construction of Cottage Subdivision. Approval of a Cottage Subdivision/Development shall require Site Plan Review by the Planning Commission. Upon approval of the Cottage Subdivision and completion and City approval of all common area improvements and infrastructure, a Cottage Subdivision Plat Instrument shall be executed by the developer and may thereafter be recorded in the probate records of Baldwin County. Following such recordation Cottage Lots in the Cottage Subdivision may be conveyed. No Building Permit for the construction of any structure on any Cottage Lot in the Cottage Subdivision shall be issued until all common area improvements and infrastructure have been completed and approved and the Cottage Subdivision Plat Instrument has been recorded.

- K. Modification of Standards. Deviations from strict compliance with these regulations may be allowed after review and approval of the approving authority if such deviations are found to comply with the general purpose and standards of the Cottage Subdivision and Development regulations.

Table of Permitted Uses – Remove the Cottage Subdivision Use from the R-1-5, R-2, R-3, R-4, BN, ICW-S, and ICW-N zoning districts and only allow the use by “Right” in the BT 1-5 zoning districts.

USE REGULATIONS FOR NON-RESIDENTIAL DISTRICTS													
USES / DISTRICTS:	AG	BN	BG	BG-1 FM	BG-2 FM	BA	BT 1-5	ICW -N	ICW-S	ATP	IND	OS	ED
Cottage Subdivision, §11-11							R						

Please post through March 21, 2016

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held on Monday, March 21, 2016, at a Special City Council Meeting, which begins at 4:00 p.m., in the Council Chambers of the Gulf Shores City Hall, to consider a proposed amendment to Zoning Ordinance No. 1584, adopted on January 1, 2010. The proposed amendment(s) shall read as follows:

**AN ORDINANCE
AMENDING ORDINANCE NO. 1584
(ZONING ORDINANCE), ADOPTED JANUARY 1, 2010,
AT ARTICLE 11: SPECIFIC USE REGULATIONS,
SECTION 11-11. COTTAGE SUBDIVISIONS
BY CHANGING CERTAIN LANGUAGE
AND REWRITING AS REQUIRED
(ZA2015-07)**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN SPECIAL SESSION ON MARCH 21, 2016, as follows:

Section 1. That Ordinance No. 1584 (Zoning Ordinance) adopted January 1, 2010 be and it is hereby amended at Article 11: SPECIFIC USE REGULATIONS, Section 11-11. Cottage Subdivisions by changing certain language and rewriting so that the entire section shall read as follows:

Article 11: Specific Use Regulations

Section 11-11. Cottage Subdivisions and Developments

- A. Intent. To promote the development of multiple single family and duplex dwellings in the BT zoning districts whose impacts are equivalent or substantially less than the impacts of conventional multi-family development and which reinforce and support the human scale, pedestrian orientation and character of the existing single family and duplex development located in Gulf Shores.
- B. Applicability. Cottage Subdivisions / Developments are permitted by Right in all BT zoning districts. As used in this Section, "Subdivision Parcel" shall mean the entirety of the land occupied by the Cottage Subdivision/Development and "Cottage Lot" shall mean an individual buildable lot within the Cottage Subdivision.
- C. Maximum Number of Cottage Lots in a Cottage Subdivision. The maximum number of Cottage Lots and/or units shall be determined by the maximum density allowed in the Applicable District.
- D. Frontage Conditions. Lots within Cottage Subdivisions are exempt from the frontage requirement of [§6-2B Street Access and §6-2E Required Lot Width and Lot Frontage](#).

E. Area and Dimensional Requirements.

1. Minimum Subdivision Parcel Size: 10,000sf
2. Minimum Cottage Lot Size: 1,000sf
3. Minimum Cottage Lot Width: 20ft
4. Setbacks. The minimum building setbacks from the exterior property lines of the subdivision parcel shall be 5 feet;
5. Minimum Spacing Between Buildings: Minimum building spacing shall be as required by [§6-2D Buildings per Lot](#).
6. Minimum Common Open Space: 20% of the Subdivision Parcel.
7. Maximum Building Height: two (2) Habitable Stories
8. Buffering. Cottage Subdivisions are classified as a multi-family use and are required to have buffering in accordance with Buffer Class A in Table 12-3 Minimum Buffer Requirements by Use.

- F. Parking & Driveways. A Cottage Lot or unit must have One (1) private dedicated parking space for each Bedroom contained or to be contained in any dwelling constructed or to be constructed on the Cottage Lot and demonstration that this condition is met shall be a condition precedent to the issuance of a building permit with respect to the Cottage Lot or unit. Parking shall be accessed by a common Driveway or Alley of a width sufficient to accommodate turning into parking spaces and emergency vehicle access. All driveways and alleys shall be private and insure access to all units and/or lots from a public right-of-way. Cottage developments may request permeable paving surfaces for driveways and parking spaces so long as an all-weather surface is provided. Parking spaces shall:
1. be clustered together , be provided individually at the rear of each home, or underneath each structure, or a combination thereof;
 2. be Screened from Thoroughfares and Adjacent residential uses by Landscaping, wall or architectural screen.

- G. Pedestrian Connectivity. Pedestrian access ways shall link all buildings to the public right-of-way, common open space, and parking areas.

- H. Architecture. Cottage Subdivisions/Developments may contain only single family and duplex dwellings and shall establish a consistent building design by incorporating similar building styles, architectural features, colors and site design elements as approved by the City. Documents requiring consistency of design under covenants running with ownership of a Cottage Lot or unit shall be approved by the City and recorded with the Cottage Subdivision Plat instrument in the probate records of Baldwin County.

- I. Ownership, Management and Maintenance of Cottage Subdivisions. Cottage Subdivisions and Developments may be structured so as to characterize the land constituting the Cottage Lots it contains simply as lots conveyable and owned in fee simple or as land conveyable and owned as a private element in a condominium. Each structure to be constructed on a Cottage Lot must be structurally independent with no shared foundations or common walls, with the exception of duplexes, and must conform to all requirements of the Building Code applicable to single family and duplex dwellings. Ownership and maintenance of the Common Open Space and any facilities thereon and common driveways and common parking areas shall be as provided for in [§6-14 Ownership and Management of Common Open Spaces](#). Documents associated with the ownership and management of common spaces, facilities, and improvements shall be approved by the City and recorded with the Cottage Subdivision Plat instrument in the probate records of Baldwin County.

Ordinance No.

- J. Process For Approval And Construction of Cottage Subdivision. Approval of a Cottage Subdivision/Development shall require Site Plan Review by the Planning Commission. Upon approval of the Cottage Subdivision and completion and City approval of all common area improvements and infrastructure, a Cottage Subdivision Plat Instrument shall be executed by the developer and may thereafter be recorded in the probate records of Baldwin County. Following such recordation Cottage Lots in the Cottage Subdivision may be conveyed. No Building Permit for the construction of any structure on any Cottage Lot in the Cottage Subdivision shall be issued until all common area improvements and infrastructure have been completed and approved and the Cottage Subdivision Plat Instrument has been recorded.
- K. Modification of Standards. Deviations from strict compliance with these regulations may be allowed after review and approval of the approving authority if such deviations are found to comply with the general purpose and standards of the Cottage Subdivision and Development regulations.

Table of Permitted Uses – Remove the Cottage Subdivision Use from the R-1-5, R-2, R-3, R-4, BN, ICW-S, and ICW-N zoning districts and only allow the use by “Right” in the BT 1-5 zoning districts.

USE REGULATIONS FOR NON-RESIDENTIAL DISTRICTS													
USES / DISTRICTS:	AG	BN	BG	BG-1 FM	BG-2 FM	BA	BT 1-5	ICW -N	ICW- S	ATP	IND	OS	ED
Cottage Subdivision, §11-11							R						

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

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

Wanda Parris, MMC
City Clerk
203 Clubhouse Drive, Second Floor
P.O. Box 299
Gulf Shores, AL 36547





SMALL TOWN, BIG BEACH™

DATE: 03/02/2016

ISSUE: ALDOT Funding Agreement for Environmental Study

RECOMMENDATION: Accept ALDOT Funding Agreement for reimbursement of all expenses related to an environmental study (corridor study) to be performed by Volkert Associates, Inc. for an extension of the Foley Beach Express to Waterway East.

BACKGROUND: Last spring upon completion of the adaptive signal upgrades, the City asked ALDOT to continue to develop new strategies to alleviate Hwy 59 traffic congestion. In response, ALDOT developed a preliminary alignment for a new roadway that would connect the Foley Beach Express to Waterway East.

To determine the feasibility and potential impacts of the roadway, ALDOT is required to submit a NEPA document that will evaluate multiple alignments and their environmental, social and economic impacts. ALDOT has asked the City to manage the NEPA process through Volkert Associates' environmental division. In return, ALDOT will cover all expenses associated with the environmental work being performed.

PREVIOUS COUNCIL ACTION: None

BUDGET IMPLICATIONS: None, all City expenses will be 100% reimbursed by ALDOT.

RELATED ISSUES: Volkert Environmental Proposal

ATTACHMENTS:

- ALDOT Funding Agreement

DEPARTMENT: Public Works General Services

STAFF CONTACT: Mark Acreman

**STATE OF ALABAMA
MONTGOMERY COUNTY**

CONTRACT NO: K-16-0623

INTERDEPARTMENTAL AGREEMENT

BETWEEN

ALABAMA DEPARTMENT OF TRANSPORTATION

AND

**CITY OF GULF SHORES, ALABAMA
BALDWIN COUNTY**

**Project ST-002-000-010
Project Reference Number 100063205
Foley Beach Express Western Extension from
South of CR-8 to Mildred Casey Drive**

This Agreement is entered into on _____, 20__, by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as “ALDOT”, and the City of Gulf Shores, hereinafter referred to as “CITY”, for the purpose of reimbursing the CITY for environmental studies for the Foley Beach Express Western Extension in the City of Gulf Shores.

WHEREAS, CITY will administer the environmental engineering;

NOW THEREFORE, the parties hereto, for, and in consideration of the premises stated herein, do hereby mutually promise, stipulate, and agree as follows:

1. ALDOT shall reimburse CITY for the environmental engineering. The CITY shall use the funds only to pay the Consultant for the environmental engineering needed for the corridor.

2. The estimated cost and participation are as follows:

	Total Estimated Cost	Total State Funds
Environmental Engineering	\$250,000.00	\$250,000.00
Total	\$250,000.00	\$250,000.00

It is understood that the above is an estimate only. In the event the final cost exceeds the estimate, the cost will be borne by the STATE.

3. By entering into this Agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.

4. By signing this contract, the contracting parties affirm, for the duration of the 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 the Agreement and shall be responsible for all damages resulting therefrom.

5. The effective date of this Agreement shall be the date first written above.

6. This Agreement shall remain effective until such time as the terms herein are satisfied and fulfilled.

7. It is agreed that the terms and commitments contained herein shall not constitute 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, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision shall be deemed null and void.

In the event of any disputes arising under the terms of this contract, 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.

8. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the City shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' 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 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 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.

9. The CITY will perform or have performed all work under this Agreement in accordance with the Laws of the State of Alabama and the Guidelines for Operation for *Procedures for Processing State and Industrial Access Funded County and City Projects*, dated February 14, 2001.

10. Exhibit N is attached hereto as a part hereof.

11. This Agreement shall be construed according to the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto cause the Agreement to be executed by those officers, and persons thereunto duty authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

RECOMMENDED FOR APPROVAL:

**CITY OF GULF SHORES,
ALABAMA**

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

Mayor, Robert Craft

CITY CLERK

Chief Engineer
Don T. Arkle, P.E.

**THIS AGREEMENT HAS BEEN LEGALLY
REVIEWED AND APPROVED AS TO FORM
AND CONTENT:**

Jim R. Ippolito, Jr.
Chief Counsel

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this ____ day of _____, 20____.

GOVERNOR OF ALABAMA, ROBERT BENTLEY

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT:

It is agreed that the terms and commitments contained herein shall not be constituted 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 of amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in the Agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS:

If the Agreement term is to exceed more than one fiscal year, then said Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this Agreement is to be made, Agreement will be subject to termination.

ADR CLAUSE:

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendation 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 Office of Administrative Hearings or where appropriate, private mediators.

AMENDED ALABAMA IMMIGRATION LAW:

By signing this contract, the contracting parties affirm, for the duration of the 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 the agreement and shall be responsible for all damages resulting therefrom.



SMALL TOWN, BIG BEACH™

DATE: 03/02/2016

ISSUE: Volkert Associates Proposal to Perform NEPA Process for Foley Beach Express Extension to Waterway East.

RECOMMENDATION: Accept Proposal from Volkert in the lump sum amount of \$230,037.00 to prepare NEPA documentation and environmental permitting.

BACKGROUND: ALDOT has requested the City locally manage the NEPA process through Volkert Environmental for a proposed extension road from the Foley Beach Express near County Road 8 to Waterway East. The NEPA documentation will include the evaluation of multiple alignments and their respective environmental, social and economic impacts.

PREVIOUS COUNCIL ACTION: Acceptance ALDOT Funding Agreement.

BUDGET IMPLICATIONS: ALDOT will reimburse 100% of the City's costs.

RELATED ISSUES: ALDOT Funding Agreement

ATTACHMENTS:

- Volkert Proposal

DEPARTMENT: Public Works General Services

STAFF CONTACT: Mark Acreman



Volkert, Inc.
316 South McKenzie Street
Foley, AL 36535

Office 251.968.7551
Fax 251.968.2318
foley@volkert.com

March 1, 2016

www.volkert.com

Mr. Mark Acreman
Director, Public Works
City of Gulf Shores, Alabama
Post Office Box 299
Gulf Shores, Alabama 36547

SUBJECT: Foley Beach Express Western Extension from south of County Road 8 to Mildred Casey Drive

Dear Mr. Acreman:

Please find enclosed two (2) copies of the following Agreement to provide professional services related to

NEPA documentation and permitting for the Foley Beach Express Western Extension from south of County Road 8 to Mildred Casey Drive.
("The Project").

This Project, this Agreement, and our relationship will be governed by the general conditions which are attached hereto, and by reference, made a part hereof. If the attached Manpower and Fee proposal, and general conditions are acceptable, please indicate your acceptance of the proposal, scope of work and method of compensation by signing below and returning one copy for our files.

Thank you for the opportunity to provide these services. If you have any questions or comments or require additional information, please contact us.

Sincerely,

Brett V. Gaar, CEA, REPA
Vice President

Enclosure

ACCEPTED:

BY:

TITLE:

CLIENT NAME:

DATE:

Federal Employer ID #
(Corporation):

SOCIAL SECURITY #
(Individual):

Office Locations:

Birmingham, Foley, Mobile, Montgomery, Alabama • Chipley, Ft. Myers, Gainesville, Orlando, Pensacola, Tampa, Florida
Atlanta, Georgia • Collinsville, Belleville, Wheaton, Illinois • Baton Rouge, New Orleans, Shreveport, Slidell, Louisiana
Jackson, Mississippi • Raleigh, Wilmington, North Carolina • Harrisburg, Pennsylvania • Chattanooga, Nashville, Tennessee
Austin, Dallas-Ft. Worth, Houston, Texas • Alexandria, Chesapeake, Virginia • Washington, D.C.



GENERAL CONDITIONS FOR LETTER AGREEMENT

This Agreement made and entered into this _____ day of _____, 2016 by and between City of Gulf Shores, Alabama, hereinafter referred to as the OWNER, and Volkert, Inc., hereinafter referred to as the CONSULTANT;

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional engineering services as outlined in the Scope of Work.

SECTION I – SCOPE OF WORK

CONSULTANT'S Scope of Work hereunder is finite and limited to only those items explicitly stated or enumerated herein or attached hereto. Any work or services desired by OWNER that are not stated herein or attached hereto shall be considered Extra Work and shall entitle CONSULTANT to mutually agreed-upon additional compensation.

Perform a preliminary corridor investigation, develop and study alternative feasibility, tabulate right-of-way requirements and develop cost estimates, conduct environmental studies/update alternative matrix, prepare information for an attend public meeting/analyze comments, perform engineering analysis on selected alternative.

SECTION II – TERMS OF PAYMENT

- A. Partial payments for all services performed by the CONSULTANT under the terms of the Agreement shall be made no more often than monthly to the CONSULTANT by the OWNER upon receipt of invoices and other evidence of performance as may be deemed necessary by the OWNER. Payments shall be due and payable within thirty (30) days of the date of invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half (1 ½%) per month and OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.
- B. The OWNER will pay the CONSULTANT for special services performed by Subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the Subconsultant's services.
- C. Reimbursable expenses are defined as follows:
 - Travel and subsistence cost, long distance telephone, printing and reproduction, computer services, application fees or deposits, and all other costs incidental to performing the assignment.

- D. The OWNER as purchaser of the services described herein shall pay any applicable sales tax in the manner and in the amount as required by law.
- E. The total fee for professional services shall be a lump sum fee of Two Hundred Thirty Thousand and Thirty-Seven Dollars and Zero Cents (\$230,037.00).
- F. Payment shall be made payable to Volkert, Inc. and submitted to the following address: ***Dept. #2042, Volkert, Inc., P.O. Box 11407, Birmingham, AL 35246-2042.***

SECTION III – MISCELLANEOUS

- A. Extra Work: It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from changes in the scope of a project or its design, including but not necessarily limited to, change in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the CONSULTANT'S control and when requested or authorized by the OWNER. Compensation for such extra work when authorized by the OWNER shall be mutually agreed upon prior to beginning work.
- B. Ownership and Reuse of Documents: All Project documents including but not necessarily limited to reports, drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, Computer Assisted Design and Drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its Subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Section B. as "Documents") are instruments of service with respect to the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless whether the Project is completed. OWNER may make and retain copies thereof for information and reference in connection with the use and/or occupancy of the Project by OWNER and others. However, such Documents are not intended for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT. OWNER shall defend, indemnify, save and hold harmless CONSULTANT, its officers, directors, employees, agents, successors, and assigns against any and all liability for any and all claims, demands, fines, fees, damages, actions, causes of action, lawsuits, expenses (including attorneys' fees), mediations, and arbitrations arising out of, resulting from, or relating in any way to the OWNER'S use of such Documents.

- C. Exclusivity of Remedies: To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT'S officers, directors, employees, agents and independent professional associates and Consultants, and of any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to CONSULTANT'S services, the project or this agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract by CONSULTANT or CONSULTANT'S officers, directors, employees, agents or independent professional associates or Consultants, or any of them, shall be limited to and shall not exceed the total compensation received by CONSULTANT under this agreement.
- D. Insurance & Indemnification: CONSULTANT shall furnish OWNER with Certificate of Insurance confirming following forms and minimum limits of insurance:

<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
I Worker's Compensation Employer Liability	State - Statutory \$500,000 Per Accident \$500,000 Disease/Each Accident \$500,000 Disease/Policy Limit
II Comprehensive or Commercial General Liability	\$1,000,000 Per Person Bodily Injury \$1,000,000 Per Occurrence Bodily Injury \$1,000,000 Property Damage \$2,000,000 Policy Aggregate
III Automobile Liability	\$1,000,000 Combined Single Limit

Indemnification: To the fullest extent permitted by law, CONSULTANT shall indemnify OWNER for costs, losses, damages, judgments and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors and omissions of CONSULTANT and its officers, directors, employees and subconsultants, in their performance of CONSULTANT'S Scope of Services hereunder. Notwithstanding any clause or provision in this Agreement or any other applicable Agreement to the contrary, CONSULTANT'S only obligation with regard to indemnification shall be to indemnify and hold harmless (but not defend) OWNER and its officers, directors and employees from and against those damages and costs (including reasonable attorneys' fees) that OWNER becomes legally obligated to pay as a result of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligent acts,

errors or omissions of CONSULTANT or anyone for whom CONSULTANT is legally responsible, subject to any exclusivity of remedies contained herein.

- E. Termination: In the event of a material breach hereof, the OWNER shall have the right to terminate CONSULTANT'S contract by written notice to the CONSULTANT of such termination, specifying the effective date thereof at least five days before the effective date of such termination and make settlement with CONSULTANT upon an equitable basis for services performed up to the time of termination.
- F. Time of Completion: In accordance with the Standard of Care set out herein, all services under this Agreement will commence immediately upon authorization to proceed from the OWNER.
- G. Successors and Assigns:
1. OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 2, the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
 2. Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and Consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.
 3. Nothing under this Agreement shall be construed to give any right or benefits in this agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.
- H. Dispute Resolution: If a dispute arises out of or relates to this Agreement or its alleged breach, the OWNER and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the OWNER and CONSULTANT

shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise, before recourse to litigation. The OWNER'S and CONSULTANT'S representatives shall attend all mediation sessions. Engaging in mediation is a condition precedent to litigation. Should mediation fail to resolve the dispute, the parties shall engage in arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise, before recourse to litigation. Arbitration is a condition precedent to litigation. Only after the parties have exhausted direct discussions, mediation, AND arbitration in accordance with the foregoing shall either of them be entitled to initiate litigation. Should either party initiate litigation prior to engaging in direct discussions, good faith mediation, and arbitration, it shall pay all attorneys' fees and expenses and other costs incurred by the other party in responding to said litigation. Any provisions herein to the contrary notwithstanding, OWNER and CONSULTANT hereby agree that any disputes between them will be tried to the Bench and not to a jury, and each of them willfully and voluntarily waives its right to trial by jury for any dispute arising out of this Agreement.

- I. Right of Entry: OWNER shall furnish right-of-way on the property for CONSULTANT to perform undisturbed the Services hereunder. CONSULTANT shall take reasonable precautions to minimize damage to the property during the course of its services. OWNER acknowledges that a certain amount of damage, wear and tear, and depreciation is likely to result from CONSULTANT'S operations on the property in furtherance of CONSULTANT'S Services under this Agreement. The cost for restoration or remediation of damaged property which may result from CONSULTANT'S operations is not included in CONSULTANT'S compensation hereunder unless explicitly stated otherwise in this Agreement. If the property is damaged during CONSULTANT'S operations and if OWNER desires CONSULTANT to restore or remediate the property to its former condition, CONSULTANT will do so for additional costs in accordance with the fee schedule referenced herein.
- J. Standard of Care: CONSULTANT shall endeavor to perform its services hereunder consistent with the professional skill and care ordinarily exercised under similar conditions by similarly situated professional consultants practicing in the same field at the same time in the same or similar locality. No warranty, express or implied, is made or intended related to the services provided herein, and CONSULTANT guarantees no particular result.
- K. Disclaimer of Third-Party Benefits: OWNER and CONSULTANT expressly disclaim third-party beneficiaries hereunder and no one not a Party to the Agreement shall be entitled to seek enforcement against OWNER and/or CONSULTANT of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the

parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a Party to the Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.

- L. Waiver of Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and CONSULTANT shall require similar waivers of consequential damages protecting all of the entities and persons named herein in all contracts and subcontracts with others involved in this Project.

- M. Jurisdiction/Venue: It is expressly agreed and stipulated between the parties that this contract shall be deemed to have been executed in the State of Alabama where the principal office of Volkert, Inc. is located. This contract shall be governed by the laws of the State of Alabama. The Circuit or District Court of the Thirteenth Judicial Circuit of Alabama, Mobile County, Alabama, shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to the jurisdiction of either such court.

**VOLKERT, INC.
MANPOWER AND FEE PROPOSAL**

PROJECT NO. XXXXXXXX

**Foley Beach Express Western Extension from south of
County Road 8 to Mildred Casey Drive**

NEPA Document and Permitting

1/20/2016 (revised 2/23/2016)

As Negotiated 3/1/2016

Project No.	
County	Baldwin
Description	Corridor Study
Scope of Work	NEPA and Permitting
Project Length	4.1 miles
Consultant	Volkert
Fee Proposal (Corridor Study)	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng. & Env.)	9.80	\$ 549.96	\$ 5,389.61
Engineer	25.00	\$ 331.36	\$ 8,284.00
Engineering Technician/CADD	36.00	\$ 303.12	\$ 10,912.32
Environmental	73.00	\$ 300.32	\$ 21,923.36
Environmental Technician	110.00	\$ 287.12	\$ 31,583.20
Clerical	0.00	\$ -	\$ -
Total Direct Labor			\$ 78,092.49
Combined Overhead (%)	144.47		\$ 112,820.22
Out-of-Pocket Expenses**			\$ 5,645.10
Sub-Total			\$ 196,557.81
Operating Margin (10%)			\$ 19,657.00
Sub-Total			\$ 216,214.81
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
MRS LLC, Phase 1 Cultural Resources			\$ 12,800.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 640.00
Sub-Total			\$ 229,654.81
Facilities Capital Cost of Money (% of Direct Labor)	0.49		\$ 382.65
TOTAL FEE			\$ 230,037.46

**See Grand Total Fee sheet

Notes:

1. Detailed field studies will be on selected alternate only.
2. STATE will provide ROW-RA-1 forms.
3. Section 4(f) Evaluations, if required, will be by Supplemental Agreement

Project No. XXXXXXXX
 County Baldwin
 Description Corridor Study
 Scope of Work NEPA and Permitting
 Project Length 4.10 Miles
 Consultant Volkert, Inc.

CORRIDOR STUDY		Engineer	Engineer, Tech.	Environment	Environ. Tech.	Clerical
Task A: Preliminary Corridor Investigation						
A-1	Obtain & Study Mapping and lidar	0.00	2.00	0.00	2.00	0.00
A-2	Prepare Corridor Base Maps, Identify Features & Env. Sensitive Areas for Build Alternative	2.00	2.00	1.00	2.00	0.00
A-3	Consult With Various Agencies, Ascertain Their Requirements	1.00	3.00	3.00	2.00	0.00
A-4	Develop General Design Criteria	1.00	0.00	0.00	0.00	0.00
A-5	Obtain Traffic Numbers and Perform Traffic Analysis	2.00	0.00	0.00	0.00	0.00
A-6	Develop Study Report and Present to Client	1.00	1.00	2.00	1.00	0.00
Task A Totals		7.00	8.00	6.00	7.00	0.00
Task B: Alternative Upgrading Studies						
B-1 Develop and Study Alternate Feasibility						
	Meet with Client/State to discuss update	1.00	0.00	2.00	0.00	0.00
	Refine the horizontal location and set the final horizontal alignment	2.00	4.00	1.00	0.00	0.00
	Set the final vertical alignment	2.00	4.00	1.00	0.00	0.00
B-2 Tabulate ROW Requirements and Develop Cost Estimates						
	Tabulate right-of-way requirements	0.00	0.00	0.00	0.00	0.00
	Update ROW RA-1 Forms provided by STATE	0.00	0.00	2.00	2.00	0.00
	Update preliminary construction cost estimates	0.00	0.00	0.00	0.00	0.00
	Update preliminary utility relocation cost estimates	0.00	0.00	0.00	0.00	0.00
	Finalize preliminary mitigation cost estimates	0.00	0.00	5.00	5.00	0.00
B-3 Conduct Environmental Studies/Update Alternative Matrix						
	Finalize land use impacts	0.00	0.00	1.00	5.00	0.00
	Finalize farmland and forest impacts	0.00	0.00	1.00	5.00	0.00
	Finalize social community impacts	0.00	0.00	1.00	1.00	0.00
	Finalize Environmental Justice assessment	0.00	0.00	1.00	2.00	0.00
	Traffic Noise Analysis	1.00	1.00	5.00	1.00	0.00
	Finalize natural resources impacts (Includes 3 Resource Agency Meetings)	0.00	0.00	6.00	8.00	0.00
	Conduct Detailed Survey Threatened & endangered species	0.00	0.00	3.00	5.00	0.00
	Conduct a wetland delineation of the selected alternate only.	0.00	0.00	8.00	15.00	0.00
	Conduct Air Quality Studies (Microscale Analysis and MOVES will be required)	1.00	1.00	3.00	5.00	0.00
	Coordinate cultural resource impacts with SHPO (See MRS Scope)	0.00	0.00	2.00	2.00	0.00
	Conduct field survey Hazardous Wastes & Underground Storage Tanks	0.00	0.00	0.00	0.00	0.00
	Evaluate Phase I ESA and complete Hazardous Materials Forms	0.00	0.00	2.00	4.00	0.00
	Coordination and meetings in Montgomery (3 meetings)	3.00	0.00	3.00	5.00	0.00
B-4 Prepare Information for and Attend Public Inv. Meeting / Analyze Comments (2 Meetings)		2.00	4.00	2.00	8.00	0.00

CORRIDOR STUDY						
	Engineer	Engineer, Tech.	Environment	Environ. Tech.	Clerical	
B-5 Review Feasible Alternates, Alternative Analysis	2.00	3.00	8.00	15.00	0.00	0.00
B-6 Prepare Information for and Attend Corridor Hearing / Analyze Comments (Not required)	0.00	0.00	0.00	0.00	0.00	0.00
Task B Totals	16.00	20.00	60.00	93.00	0.00	0.00
Task C: Engineering Analysis on Selected Alternative						
C-1 Refine Alternate and Prepare Layout Map and coordinate	2.00	8.00	2.00	0.00	0.00	0.00
C-2 Prepare Final Environmental Document/Permits	0.00	0.00	5.00	10.00	0.00	0.00
Task C Totals	2.00	8.00	7.00	10.00	0.00	0.00
TOTALS	25.00	36.00	73.00	110.00	0.00	0.00

Project No. XXXXXXXXX
County Baldwin
Description Corridor Study
Scope of Work NEPA and Permitting
Project Length 4.10 Miles
Consultant Volkert

Out-of-pocket Expenses (Corridor Study)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	10		\$0.540	\$ -
Trips to Montgomery	4	360	\$0.540	\$ 777.60
	0	0	\$0.540	\$ -
	0	0	\$0.540	\$ -
Total Mileage Cost				\$ 777.60

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	3	2	\$11.25	\$ 67.50
Travel allowance (12 hour trips - meal provided by others)	0	2	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	20	2	\$75.00	\$ 3,000.00
				\$ -
Total Subsistence Cost				\$ 3,067.50
Total Travel Cost				\$ 3,845.10

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
EA	20	400	8000	\$ 0.10	\$ 800.00
	0	0	0	\$ 0.10	\$ -
	0	10	0	\$ 5.00	\$ -
	0	15	0	\$ 5.00	\$ -
	0	0	0	\$ 5.00	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ 800.00

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ -

Other (provide description on next line)	Total
Noise Meter Rental (\$500/wk x 2 wks= \$1,000)	\$ 1,000.00

Total Out-of-pocket Expenses	\$ 5,645.10
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Comments:

***You must have approval for ANY overnight trips of less than 100 miles.



SMALL TOWN, BIG BEACH™

DATE: 03/03/2016

ISSUE: DMD Proposal to Perform CE & I and Materials Testing for Hwy 59 Sidewalks related to TAP Grants and TE Grant.

RECOMMENDATION: Accept Hourly Proposal from DMD in an amount not to exceed \$123,400.00 to perform construction engineering, inspection services and materials testing.

BACKGROUND: All costs are grant eligible. ALDOT has reviewed the proposal and will reimburse 80% of the costs. Net potential cost to the City is \$24,680.00. Costs represent 13% of the construction costs (10% CE&I, 3% Testing). ALDOT allows up to 15% for CE&I and Testing. DMD will be responsible for maintaining and separating all construction and testing records for the City for both TAP Grants and TE Grant to insure expeditious reimbursement from ALDOT.

PREVIOUS COUNCIL ACTION: Acceptance ALDOT TAP Grants and TE Grant.

BUDGET IMPLICATIONS: City's matching costs are budgeted in Account #40-879-65400, ALDOT - Hwy 59 Sidewalks.

RELATED ISSUES: ALDOT TAP Grants & TE Grants

ATTACHMENTS:

- DMD Proposal

DEPARTMENT: Public Works General Services

STAFF CONTACT: Mark Acreman

AGREEMENT FOR ENGINEERING AND INSPECTION SERVICES

THIS AGREEMENT made and entered into this ____ day of _____, 2016, by and between the **City of Gulf Shores**, hereinafter referred to as the **City**, and **DMD Engineers, Inc.**, hereinafter referred to as the **Consultant**.

WHEREAS, the City desires to have professional engineering services and inspection performed consisting of construction engineering and inspection for the construction of **Project No. STPTE-TE13(908), TAPNU-TA13(923), AND TAPOA-TA15(935) Sidewalk Improvements**.

WHEREAS, not having engaged any other consultants or engineers for the Project, the City desires to retain the Consultant as its sole and exclusive consulting engineering and inspection firm for the Project;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the City and Consultant do agree, each with the other, as follows:

ARTICLE 1. BASIC SERVICES

The Consultant shall provide the City the following basic professional engineering services and inspection services:

1.1 The Consultant will check and approve any necessary shop and working drawings furnished by the contractors.

1.2 The Consultant will interpret the intent of the drawings and specifications to protect the City against defects and deficiencies in construction on the part of the contractor(s). The Consultant will not, however, guarantee the performance by any contractor.

1.3 The Consultant will provide construction inspection, testing, and documentation of the work of the Contractor(s) as construction progresses in accordance with ALDOT's specifications, special provisions and standard drawings (latest edition at time of bid letting) as well as any regulations required by FHWA. The requirements by ALDOT and FHWA shall take precedence over plans and all other requirements. The Consultant does not guarantee the performance of the contractor(s) by the Consultant's performance of such detailed construction inspection. The Consultant's undertaking hereunder shall not relieve the contractor of his obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the Consultant an insurer of the contractor's performance; and shall not impose upon the Consultant any obligation to see that the work is performed in a safe manner. The Consultant will provide an inspector(s) that meets all Alabama Department of Transportation and FHWA requirements and certifications.

1.4 The Consultant will complete estimates for progress and final payments and provide the completed estimates to the City for payment.

1.5 The Consultant will make final inspections of the completed improvements and make the necessary recommendations to the City.

ARTICLE 2. RESPONSIBILITIES OF THE CITY

The City shall provide for the Consultant the following information and shall do the following:

2.1 The City shall provide all criteria and full information as to the City's requirements for the project and shall furnish all design and construction standards which the City will require to be adhered to by the Contractor.

2.2 The City will assist the Consultant by placing at the Consultant's disposal all available information pertinent to the project.

2.3 The City shall arrange for access to and make all provisions for the Consultant to enter upon public and private property and perform surveying and other data collection as required for Consultant to perform services under this Agreement.

2.4 The City shall designate in writing a person to act as the City's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information.

2.5 The City shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, as well as such legal services as the City may require or the Consultant may reasonably request with regard to legal issues pertaining to the Project. It is expressly understood and agreed that the Consultant itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.

ARTICLE 3. PERIOD OF SERVICE

3.1 Consultant's obligation to provide services as contained in Article I, and attachments thereto, will extend for the actual life of the construction project to include all final estimate documentation.

ARTICLE 4. COMPENSATION

4.1 The City agrees to pay the Consultant, in cash, compensation on a cost plus fixed fee basis for construction engineering and inspection services. An estimate of the maximum construction engineering and inspection services cost is provided below:

<u>Labor:</u>				
Senior Engineer	104 hrs	@	\$56.25	\$5,850.00
Engineer III	332 hrs	@	\$35.00	\$11,620.00
Administration	64 hrs	@	\$21.88	\$1,400.32
Technician III	50 hrs	@	\$29.38	\$1,469.00
Technician I	1,282 hrs	@	\$15.60	\$19,999.20
			Total Labor	\$40,338.52
			Overhead factor: 131.39% (including payroll additives)	<u>\$53,000.78</u>
Transportation:	13,020 miles	@	\$ 0.54	\$7,030.80
Per Diem:	170 days	@	\$70.00	\$11,900.00
			Subtotal	\$112,270.10
			Fixed Fee for Profit (9.91%)	\$11,129.90
			MAXIMUM TOTAL COST OF ENGINEERING AND INSPECTION SERVICES	\$123,400.00

4.2 The actual cost for work accomplished will include all costs related to salaries of employees for time directly chargeable to the project work and salary additives, such as the Consultant's expenses and overhead, to the extent they are properly allocable to the work of the project.

4.3 The Consultant will perform the necessary construction engineering and inspection work and unless substantial change is made in the plans or scope of work, the maximum payment shall not exceed **\$123,400.00**.

4.4 The Consultant will keep separate records of engineering costs on each phase of work, including hours worked by each employee classifications, payroll additives, expenses, transportation and subsistence which are directly allocable to this contract. Overhead will be based on the latest available information and will be supported by the Consultant's records. All records will be made available, if requested, for inspection by representatives of the City and the Alabama Department of Transportation, and copies thereof will be furnished by the Consultant if requested. All records necessary to substantiate charges under this contract will be retained by the Consultant for a period of at least three years after final reimbursement payment to the City by the State on the project.

4.5 The City may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation, that are mutually agreed upon by the City and the Consultant, shall be incorporated in written amendments to this Agreement. Any increase in the amount of Consultant's compensation above the maximum amount specified in Article 4.3 will not be reimbursed by the State.

ARTICLE 5. RELATIONSHIP OF THE PARTIES

5.1 The parties intend that this Agreement create an independent contractor relationship between them. The Consultant is a professional company and is not an agent or employee of City for any purpose. The Consultant cannot and will not represent that he has the authority to bind City in any contractual manner.

5.2 Neither party is to represent to others that the relationship between them is other than as stated above.

5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and the Consultant, and all duties and responsibilities undertaken in pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other party.

5.4 The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 5.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrations, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

5.5 Neither the City nor the Consultant shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent professional associates, consultants, subcontractors, and vendors as the Consultant may deem appropriate to assist in the performance of services hereunder.

ARTICLE 6. LIABILITY AND INDEMNITY

6.1 The Consultant will not be responsible for delays or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the Consultant.

6.2 Estimates of cost, approvals, recommendations, opinions and decisions by the Consultant are made on the basis of the Consultant's experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.

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

6.4 Any and all liability resulting from conditions not created or caused to be created by the Consultant shall be the liability of the City. Any and all liability that may arise from the construction, ownership and/or operation of the improvements is solely the responsibility of the City, and the City hereby agrees to indemnify and hold the Consultant harmless from such liability, claims, actions, loss or damage, including but not limited to attorney's fees, arising therefrom.

ARTICLE 7. TERMINATION

This Agreement shall be subject to termination by either party hereto, with or without cause, upon 20 days advance notice in writing. Payment due at such time shall be computed upon applicable terms of Article 4 and amount of work complete as of the termination date.

ARTICLE 8. MISCELLANEOUS

8.1 This Agreement represents the entire and integrated Agreement between the City and Consultant and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the City and the Consultant and approved by the State.

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

8.3 It is expressly understood and agreed that the indemnity and insurance obligations of this Agreement, as well as the Consultant's proprietary interest in its engineering drawings, and specifications, shall survive the termination of this Agreement under Article 7 above.

IN TESTIMONY to all of which said the **City of Gulf Shores**, Alabama has caused this instrument to be executed by its Mayor, and its seal affixed, for and as the act of the City; and said **DMD Engineers, Inc.** has caused this instrument to be executed by its President on the date first written above.

Seal:

Attest:

City of Gulf Shores, Alabama

Wanda Parris
City Clerk

Robert Craft
Mayor

Attest:

DMD Engineers, Inc.

Paul Darnell
Senior Principal

Troy M. Hudson
President



DATE: 03/03/2016

ISSUE: Seven (7) Pickup Trucks Bid

RECOMMENDATION: Award Pickup Trucks Bid to Landers McLarty DCJR & Moyer Ford.

BACKGROUND: The City opened bids on Thursday, February 5, 2016, for various sized pickup trucks. Two companies, Landers McLarty DCJR and Moyer Ford, were the lowest conforming bidders for the various truck models specifically:

- Award Item B, 2016 Ram 1500 Quad per bid response, Landers McLarty DCJR, \$21,270 – IT, Qty: 1
- Award Item B, 2016 Ford F-150 XL per bid response, Moyer Ford, \$22,150 – PW Custodial, Qty: 1
- Award Item D, 2016 Ford F-250 XL per bid response, Moyer Ford, \$24,150 – PW Streets, Qty: 2 & PW Landscaping, Qty: 1

PREVIOUS COUNCIL ACTION: None.

BUDGET IMPLICATIONS: The purchases of these pickups are budgeted in several Capital Outlays in Public Works' Streets, Maintenance, Landscape and Custodial divisions as well as the Recreation and Cultural Affairs.

RELATED ISSUES: None

ATTACHMENTS:

- Bid Tabulation

DEPARTMENT: Public Works General Services Division

STAFF CONTACT: Mark Acreman



BID TABULATION SHEET

Project Name: **SEVEN (7) 2016 PICKUP TRUCKS**
 Requisition No. **2016-0225**

Bid Date: **February 25, 2016**
 Bid Opening Time: **10:00 AM**

		AutoNation CDJR	Ginn Chrysler Jeep Dodge	Landers McLarty DCJR	Moyer Ford	Southern Chevrolet	Stivers Ford Lincoln
		Mobile, AL	Covington, GA	Huntsville, AL	Foley, AL	Foley, AL	Montgomery, AL
#	Item Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
A	Light Duty 2WD Regular Cab Pickup Truck	\$23,115.00 2016 RAM 1500	\$19,615.00 2016 RAM 1500	\$18,187.00 2016 RAM 1500 REG	\$19,460.00 2016 FORD F-150 XL	\$28,350.00 2016 CHEVY CC15903	\$19,615.00 2016 FORD F-150
B	Light Duty 2WD Extended Cab Pickup Truck	\$27,115.00 2016 RAM 1500*	\$22,698.00 2016 RAM 1500*	\$21,270.00 2016 RAM 1500 QUAD*	\$22,150.00 2016 FORD F-150 XL	No Bid	\$22,676.00 2016 FORD F-150
C	Heavy Duty 4WD Regular Cab Pickup Truck	\$31,615.00 2016 RAM 2500	\$24,688.00 2016 RAM 2500	\$23,526.00 2016 RAM 2500 REG	\$24,480.00 2016 FORD F-250 XL	\$36,575.00 2016 CHEVY CK25903	\$24,430.00 2016 FORD F-250
D	Heavy Duty 4WD Extended Cab Pickup Truck	\$35,115.00 2016 RAM 2500	No Bid	No Bid	\$24,150.00 2016 FORD F-250 XL	\$40,013.00 2016 CHEVY CK25943	\$23,810.00 2016 FORD F-250
E	Heavy Duty 4WD Crew Cab Pickup Truck	\$35,115.00 2016 RAM 2500	\$28,116.00 2016 RAM 2500	\$26,954.00 2016 RAM 2500 CREW	\$25,990.00 2016 FORD F-250 XL	\$40,536.00 2016 CHEVY CK25943	\$25,641.00 2016 FORD F-250
F	Light Duty 4WD Extended Cab Pickup Truck	\$35,115.00 2016 RAM 1500**	\$28,860.00 2016 RAM 1500	\$25,933.00 2016 RAM 1500 QUAD	\$29,500.00 2016 FORD F-150 XLT	No Bid	\$26,710.00 2016 FORD F-150
G	Light Duty 4WD Crew Cab Pickup Truck	\$37,115.00 2016 RAM 1500	\$29,296.00 2016 RAM 1500	\$26,370.00 2016 RAM 1500 CREW	\$31,500.00 2016 FORD F-150 XLT	No Bid	\$28,854.00 2016 FORD F-150
Delivery		6-8 Weeks	12-16 Weeks	65 Days	10-12 Weeks	6-8 Weeks	12-13 Weeks
Notes		*8' Box unavailable **Crew cab only	*8' Box unavailable, 6'4" Box	*8' Box unavailable, 6'4" Box	Local Vendor Preference (5%)	Local Vendor Preference (5%)	
Bid Amount GRAND TOTAL		\$224,305.00	\$153,273.00	\$142,240.00	\$177,230.00	\$145,474.00	\$171,736.00

IT	PW/Streets	PW/Custodial	PW/Landscaping	Recreation
Item B x1	Item D x2	Item B x1	Item D x3	Will award 2 at a later date



SMALL TOWN, BIG BEACH™

Memorandum

Date: March 2, 2016
To: Mayor Craft, City Council
From: Grant Brown
Subject: **Hurricane Re-Entry/Parking Pass Resolution Update**

ISSUE: Amend resolutions regulating hurricane re-entry passes and controlled beach parking for residents of the police jurisdiction.

RECOMMENDATION: Staff recommends approval of the attached amended resolutions

BACKGROUND: Following discussion related to the request to amend the resolution regulating hurricane re-entry passes and their distribution, it was suggested that residents and property owners in the police jurisdiction continue to be included in the City's distribution of hurricane re-entry decals, which correlate with the inclusion of NO CHARGE controlled beach parking. Therefore, the attached draft amendment to **Resolution 5210-13** will limit the number of each type of re-entry pass to ten (10) with a fee of \$10.00/each, plus the current \$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 issued to allow emergency repairs to be made, which will then 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.

However, continuing to include residents and property owners within the police jurisdiction in the City's re-entry decal distribution also requires an amendment to **Resolution 5519-15** to also include residents and property owners within the police jurisdiction so the resolutions are not contradictory.

PREVIOUS COUNCIL ACTION: **Resolution 5210-13 adopted March 25, 2013 and Resolution 5519-15 adopted December 7, 2015.**

BUDGET IMPLICATIONS: None

RELATED ISSUES: None

ATTACHMENTS: Draft Amended Resolutions 5510-13 and 5519-15

DEPARTMENT: Building/Revenue/Recreation and Cultural Affairs

STAFF CONTACT: Grant Brown

RESOLUTION NO. ~~5210-13-16~~

A RESOLUTION
AMENDING RESOLUTION NO. ~~5121-12~~ 5210-13
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, 2012~~ March 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~~ 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.~~ March 14, 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. ~~5210-13 -16~~ (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on ~~March 25, 2013~~ March 14, 2016.

City Clerk

RESOLUTION NO. ~~5591-15~~

A RESOLUTION
AMENDING RESOLUTION 5591-15
ESTABLISHING POLICIES AND RATES FOR
CONTROLLED BEACH PARKING
AND ANNUAL HURRICANE RE-ENTRY DECALS BY
ADDING CERTAIN LANGUAGE; ~~AND~~
~~RESCINDING RESOLUTION NO. 4868-11~~

~~WHEREAS, Ordinance No. 504, as amended, directs that a Resolution be adopted by the City Council designating the Controlled Beach Parking Season, designating the Controlled Beach Parking Hours, and fixing the amount of the Controlled Beach Parking Permit Fee,~~

~~NOW, THEREFORE,~~ BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN ~~RESCHEDULED~~ REGULAR SESSION ON ~~MARCH 14, 2016~~ ~~DECEMBER 7, 2015~~, as follows:

Section 1. That Resolution No. 5591-15 shall be amended at Section 2. Controlled Beach Parking Permit Fees and Policies, Item 5 and Item 6 to include residents and property owners within the police jurisdiction of the City of Gulf Shores and more specifically rewritten as follows:

5.NO CHARGE WITH A VALID HURRICANE RE-ENTRY DECAL –

Residents and Property Owners within the corporate limits and police jurisdiction of the City of Gulf Shores with vehicles and motor-driven cycles not exceeding nineteen feet (19') in overall length, including any trailer attached thereto, having a valid City of Gulf Shores Hurricane Re-Entry Decal affixed to the front windshield, driver's side shall not be required to pay a *Controlled Beach Parking Fee*.

6.GENERAL POLICIES

- (a) A Resident or Property Owner is a person who has established legal residency in the City of Gulf Shores and/or owns real property within the corporate limits and/or police jurisdiction.
- (b) The possession of a hurricane re-entry decal does not guarantee availability of a parking space on any given day.
- (c) Controlled parking deactivation for special events or in connection with use of public facilities may be granted upon request to the City, when not in conflict with any city purpose and if not in conflict with police, fire or public works purposes, in connection with the issuance of a City of Gulf Shores Public Assembly Permit. When deactivated in connection with a valid Public Assembly Permit, the parking space is considered reserved, free of charge, and not for public parking.

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

ADOPTED this 14th day of March, 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 March 14, 2016.

City Clerk



SMALL TOWN, BIG BEACH™

Memorandum

Date: 26 February 2016
To: Mayor Craft
City Council
From: Matt Young 
Cc: Steve Griffin
Subject: Request to accept Moyer Ford Sales, Inc. Bid

BACKGROUND: The City of Gulf Shores has established a ten year capital plan enabling old equipment and vehicles to be replaced a systematic, orderly fashion in effort to reduce ongoing maintenance costs. Bids were solicited to purchase 15 passenger van to be used by the Recreation and Cultural Affairs Department.

RECOMMENDATION: Award bid (Requisition No. 2016-0224) to Moyer Ford Sales, Inc. in the amount of \$33,848.00.

PREVIOUS COUNCIL ACTION: N/A

BUDGET IMPLICATIONS: Bid received was with approved 2016 capital outlay vehicle replacement budget.

ATTACHMENTS: Invitation to Bid (Requisition No. 2016-0224), Bid Form, Affidavit of Contractor, Bid Specifications, Tabulation Sheet.

DEPARTMENT: Recreation and Cultural Affairs

STAFF CONTACT: Matt Young, Assistant Director of Recreation & Cultural Affairs



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INVITATION TO BID
Requisition No. 2016-0224

INVITATION TO BID DATE: January 20, 2016
FOR: Passenger Van
PLACE OF BID OPENING: City of Gulf Shores, City Hall, 1905 West 1st Street
BIDS MUST BE RECEIVED BEFORE: February 23, 2016 at 10:30 A.M. (CST)
BIDS WILL BE PUBLICLY OPENED: February 23, 2016 at 10:30 A.M. (CST)

Sealed bids will be received by the City of Gulf Shores at the Office of the Purchasing Officer located in Gulf Shores City Hall until the above time and date at which time they will be opened as soon thereafter as practicable.

Grant Brown
Recreation & Cultural Affairs
Department Head

Robert Craft
Mayor

NOTE: For this bid to be considered responsive, all information in this section should be supplied, as appropriate, or the entire bid may be disqualified. Bid response must be in ink or typed with original signature. No errors will be corrected after bids are opened. No prices shall include State or Federal Exercise Taxes; Tax exemption certificates furnished upon request. The City of Gulf Shores reserves the right to accept or reject all bids or any portion thereof. The City reserves the right to require a Bid Bond, in which case specific information shall be provided Bid Documents.

1. DELIVERY: Can be made 84-126 days or 12-18 weeks after receipt of order.

2. TERMS: Net

Discounts will be considered in the bid evaluation and will be taken without regard to date of payment.

3. Prices valid for acceptance within 60 days.

4. For the purchase or lease of personal property only, a Baldwin County person, firm or corporation, whose bid is no more than five percent (5%) greater than the lowest bid, may be the successful bidder and the contract may be awarded to such Baldwin County responsible bidder. A Baldwin County vendor is defined as one who has a place of business within the limits of Baldwin County. It is the policy of the City of Gulf Shores to purchase from a Gulf Shores resident vendor whenever possible.

5. Federal Employer ID No. (If no FEIN, Enter SSN): 63-0636139

6. The number of pages comprising this bid is 10.

7. Contact Ralph Pereda at 251-968-9812/rpereda@gulfshoresal.gov on questions concerning the technical specifications. Contact Renee Eberly at 251-968-1443/reberly@gulfshoresal.gov on questions concerning general bid procedures.



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ALL BIDS MUST BE RETURNED AS FOLLOWS:

All Bidders must use a Bid Form and show on the envelope "SEALED BID," the Bidder's name, the name of the bid (listed as "FOR:"), and the opening date and time. Each bid must be in a separate envelope.

U.S. Postal Service
City of Gulf Shores
Purchasing Division
P.O. Box 299
Gulf Shores, Alabama 36547

Courier (UPS, FedEx, etc.)
City of Gulf Shores
Purchasing Division
1905 West 1st Street
Gulf Shores, Alabama 36542

I/we agree to furnish at the prices shown and guarantee that each offered will meet or exceed all specifications, terms and conditions, and requirements listed. This is the total price and includes all delivery or freight charges to the City of Gulf Shores. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the bidder. I herein affirm that I have not been in any agreement or collusion among bidders in restraint of competition to bid at a fixed price or to refrain from bidding otherwise.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 23rd

DAY OF Feb., 2016.

Maudie Harkin
Notary Public

02/24/2018
Commission Expires

Moyer Ford Sales, Inc.
Company Name

P.O. Box 819
Mail Address

Foley, Al. 36536
City, State, Zip

251-943-1661
Phone Including Area Code


Authorized Signature (INK)

Richard G. Moyer
Typed Authorized Name

President
Title

251-943-2351
Fax Number

PAGES 1 & 2 MUST BE RETURNED IN SEALED BID.



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BID FORM -PASSENGER VAN

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
One (1)	New 2016 Ford Transit, as specified	\$ <u>33,848.00</u>	\$ <u>33,848.00</u>
<u>Proposed Equal, meeting and/or exceeding bid specifications:</u>			
One (1)	Make: _____ / Model: _____ Year: _____ / Color: _____	\$ _____	\$ _____
<u>Delivery</u>	F.O.B. Destination		\$ <u>0.00</u>

<p>BID TOTAL - 2016 Ford Transit (or equal) with Delivery</p> <p>\$ <u>Thirty-Three Thousand, Eight-Hundred Forty-Eight Dollars</u></p>
--

Optional Features

Upcharge

- | | | |
|---|-------------------------------|----------------------------------|
| A | Rear Sunroof | \$ <u>Not Available</u> |
| B | Darkest Window Tint Available | \$ <u>Privacy Glass</u> Included |

Warranty

Manufacturer warranties shall be provided in writing and shall specify any and all exclusions, including parts and labor. If such warranties are provided at additional cost, the incremental cost must be so specified. The procedure necessary to notify such warranty must be specified. Any additional charges relating to utilization of the warranty provided must be specified.

Documentation

The bid shall include all documents, manuals, parts lists, and other printed matter relating to the operation and maintenance of the equipment.



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The bidder acknowledges receipt of the following addenda covering revisions to the bid documents, and states that the costs, if any, of such revisions have been included in the base bid and other prices quoted herein:

Addendum No. None Dated: _____

Addendum No. _____ Dated: _____

Note: If no addenda have been received, write in "none."

Moyer Ford Sales, Inc.
Company Name
P.O. Box 819
Street Address
Foley, Al. 36536
City, State, Zip
Approx. 84-126
Days to Deliver

Richard G. Moyer
Company Representative
251-943-1661
Phone
251-943-2351
Fax
richard.moyer@moyerfordsales.com
Email

Moyer Ford has no control over production and delivery timing for vehicles ordered from Ford. The above timing is an estimate based on Fords current delivery timing for Transit fleet orders. The current order cutoff date for 2016 Transit is projected to be on or about May 2, 2016. All of the above is subject to change by Ford based on order volume and commodities.

BID SPECIFICATIONS

A. Scope of Work

The successful bidder shall provide One (1) New Passenger Van to the Cultural Affairs and Recreation Department per the following specifications. All bid prices are good for a period of no less than ninety (90) days. Lump sum bid pricing shall include the cost of all equipment, title fees, service, and/or handling and shipping charges. The City of Gulf Shores is tax exempt.

B. Use of Brand Names in Bid

The use of any brand name and/or product numbers is to establish industry standards and minimum specifications. Other brands may be considered for review if detailed product information and specifications outlining any and all differences are included in the bid.

C. Minimum Specifications

Vehicle:	New 2016 Ford Transit – or Equal
Model:	Transit Wagon XLT
Color:	Oxford White
Engine:	3.5L EcoBoost V6
Transmission:	6-Speed Automatic
Capacity:	15 Passengers
Other Features:	High Roof Extended Length Captain Chairs (no bench seats) Sliding Side Door Vinyl Flooring (front and rear compartments)
Optional Features:	Rear Sunroof Darkest Window Tint Available

D. Delivery

Deliver to Address:
City of Gulf Shores
Public Works Shop
160 West 36th Avenue
Gulf Shores, AL 36542

E. Title Application

Vehicle Titles should be issued to:
City of Gulf Shores
160 W 36th Ave
Gulf Shores, AL 36542

F. Business License Requirements

If delivering into City limits, the successful bidder will be required to obtain a Gulf Shores Business License. A Business License for delivery costs \$100.



BID TABULATION SHEET

Project Name: **PASSENGER VAN**
 Requisition No. **2016-0224**

Bid Date: **February 23, 2016**
 Bid Opening Time: **10:30 AM**

Bidder's Name	Ginn Commercial & Fleet	Transportation South	Mayer Ford		
City, State	Covington, GA	Pelham, AL	Foley, AL		
Bond	N/A	N/A	N/A	N/A	N/A
Affidavits	✓	✓	✓		
Addenda Received	N/A	N/A	N/A	N/A	N/A
Notes	2015 Ram Promoter	2016 Ford Transit	2016 Ford Transit		
Bid Amount	\$46,891.00	\$46,203.00	\$33,848.00		
GRAND TOTAL					

OPENED BY: 

TABULATED BY: 

WITNESS BY: 



SMALL TOWN, BIG BEACH™

Memorandum

Date: 26 February 2016
To: Mayor Craft
City Council
From: Matt Young 
Cc: Steve Griffin
Subject: Request to accept Gulf Shores Power Sports Bid

BACKGROUND: The City of Gulf Shores has established a ten year capital plan enabling old equipment and vehicles to be replaced a systematic, orderly fashion in effort to reduce ongoing maintenance costs. Bids were solicited to purchase 2 Waverunner watercrafts to be used by the Recreation and Cultural Affairs Department, Beach Safety Division.

RECOMMENDATION: Award bid (Requisition No. 2016-0226) to Gulf Shores Power Sports in the amount of \$20,920.00.

PREVIOUS COUNCIL ACTION: N/A

BUDGET IMPLICATIONS: Bid received was with approved 2016 capital outlay vehicle replacement budget.

ATTACHMENTS: Invitation to Bid (Requisition No. 2016-0226), Bid Form, Affidavit of Contractor, Tabulation Sheet.

DEPARTMENT: Recreation and Cultural Affairs

STAFF CONTACT: Matt Young, Assistant Director of Recreation & Cultural Affairs



SMALL TOWN, BIG BEACH™

INVITATION TO BID
Requisition No. 2016-0226

INVITATION TO BID DATE: January 27, 2016
FOR: Two (2) Waverunners & Trailers
PLACE OF BID OPENING: City of Gulf Shores, City Hall, 1905 West 1st Street
BIDS MUST BE RECEIVED BEFORE: February 25, 2016 at 10:30 A.M. (CST)
BIDS WILL BE PUBLICLY OPENED: February 25, 2016 at 10:30 A.M. (CST)

Sealed bids will be received by the City of Gulf Shores at the Office of the Purchasing Officer located in Gulf Shores City Hall until the above time and date at which time they will be opened as soon thereafter as practicable.

Grant Brown
Recreation & Cultural Affairs
Department Head

Robert Craft
Robert Craft, Mayor

NOTE: For this bid to be considered responsive, all information in this section should be supplied, as appropriate, or the entire bid may be disqualified. Bid response must be in ink or typed with original signature. No errors will be corrected after bids are opened. No prices shall include State or Federal Exercise Taxes; Tax exemption certificates furnished upon request. The City of Gulf Shores reserves the right to accept or reject all bids or any portion thereof. The City reserves the right to require a Bid Bond, in which case specific information shall be provided Bid Documents.

- 1. DELIVERY: Can be made 7 days or 1 weeks after receipt of order.
- 2. TERMS: 30 DAYS

Discounts will be considered in the bid evaluation and will be taken without regard to date of payment.

- 3. Prices valid for acceptance within 90 days.
- 4. For the purchase or lease of personal property only, a Baldwin County person, firm or corporation, whose bid is no more than five percent (5%) greater than the lowest bid, may be the successful bidder and the contract may be awarded to such Baldwin County responsible bidder. A Baldwin County vendor is defined as one who has a place of business within the limits of Baldwin County. It is the policy of the City of Gulf Shores to purchase from a Gulf Shores resident vendor whenever possible.
- 5. Federal Employer ID No. (If no FEIN, Enter SSN): 631167500
- 6. The number of pages comprising this bid is 3.
- 7. Contact Scott Smothers at 251-968-2040/ssmothers@gulfshoresal.gov on questions concerning the technical specifications. Contact Renee Eberly at 251-968-1443/reberly@gulfshoresal.gov on questions concerning general bid procedures.



SMALL TOWN, BIG BEACH™

ALL BIDS MUST BE RETURNED AS FOLLOWS:

All Bidders must use a Bid Form and show on the envelope "SEALED BID," the Bidder's name, the name of the bid (listed as "FOR:"), and the opening date and time. Each bid must be in a separate envelope.

U.S. Postal Service
City of Gulf Shores
Purchasing Division
P.O. Box 299
Gulf Shores, Alabama 36547

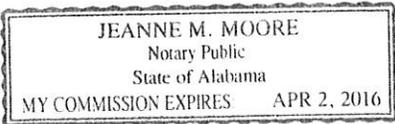
Courier (UPS, FedEx, etc.)
City of Gulf Shores
Purchasing Division
1905 West 1st Street
Gulf Shores, Alabama 36542

I/we agree to furnish at the prices shown and guarantee that each offered will meet or exceed all specifications, terms and conditions, and requirements listed. This is the total price and includes all delivery or freight charges to the City of Gulf Shores. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the bidder. I herein affirm that I have not been in any agreement or collusion among bidders in restraint of competition to bid at a fixed price or to refrain from bidding otherwise.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 24th
DAY OF FEB., 2016.

Jeanne Moore
Notary Public

4-2-2016
Commission Expires



GULF SHORES POWER SPORTS
Company Name

3807 GULF SHORES PARKWAY
Mail Address

GULF SHORES, AL 36542
City, State, Zip

251-948-6748
Phone Including Area Code

M. Keith Gomez
Authorized Signature (INK)

M. KEITH GOMEZ
Typed Authorized Name

SALES REP
Title

251-968-1380
Fax Number

PAGES 1 & 2 MUST BE RETURNED IN SEALED BID.



SMALL TOWN, BIG BEACH™

BID FORM - TWO (2) WAVERUNNERS & TRAILERS

Quantity	Description	UNIT PRICE	TOTAL
Two (2)	2016 Yamaha VX Deluxe Waverunners Or Equal meeting and/or exceeding these bid specifications	<u>9,520</u>	<u>19,040</u>
Two (2)	Protective Covers for Waverunners	<u>190</u>	<u>380</u>
Two (2)	Personal Watercraft Trailers for Waverunners	<u>750</u>	<u>1,500</u>
		BID TOTAL	<u>20,920</u>

Equipment Description (include Year, Make & Model): 2 - 2016 YAMAHA WAVERUNNER VX DELUXE, 2 - VX WAVERUNNER COVERS, 2 - COM-FAB SINGLE GALVANIZED TRAILERS

Warranty

Manufacturer warranties shall be provided in writing and shall specify any and all exclusions, including parts and labor. If such warranties are provided at additional cost, the incremental cost must be so specified. The procedure necessary to notify such warranty must be specified. Any additional charges relating to the utilization of the warranty provided must be specified.

The bidder acknowledges receipt of the following addenda covering revisions to the bid documents, and states that the costs, if any, of such revisions have been included in the base bid and other prices quoted herein:

Addendum No. NONE Dated: 2/24/16
 Addendum No. NONE Dated: 2/24/16

Note: If no addenda have been received, write in "none."

GULF SHORES POWER SPORTS
 Company Name
3807 GULF SHORES PARKWAY
 Street Address
GULF SHORES AL 36542
 City, State, Zip
7 (SEVEN)
 Days to Deliver

M. KEITH GOMEZ
 Company Representative
251-948-6748 EXT. 225
 Phone
251-968-1380
 Fax
KEITH@GSPOWERSPORTS.COM
 Email



SMALL TOWN, BIG BEACH™

AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of ALABAMA

County of BALDWIN

Before me, a notary public, personally appeared M. KEITH GOMEZ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the City of Gulf Shores, Alabama, I hereby attest that in my capacity as SALES REP (state position) for GULF SHORES POWER SPORTS (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

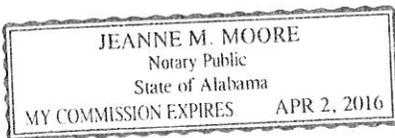
I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

(Attach documentation establishing that business entity/employer/contractor is enrolled in the E-Verify Program.)

[Signature]
Signature of Affiant

Sworn to and subscribed before me this 04 day of FEBRUARY, 2016.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.



[Signature]
Signature and Seal of Notary Public

My Commission Expires: 4-2-2016



BID TABULATION SHEET

Project Name: **TWO (2) WAVERUNNERS & TRAILERS**
 Requisition No. **2016-0226**

Bid Date: **February 25, 2016**
 Bid Opening Time: **10:30 AM**

Bidder's Name	Dal Kawa Cyle Center	Gulf Shores Power Sports	Halls Motorsports	Pensacola Motorsports	Dal Kawa ALT
City, State	Hendersonville, NC	Gulf Shores	Daphne	Pensacola, FL	
Bond	N/A	N/A	N/A	N/A	N/A
Affidavits	✓	✓	✓	✓	
Addenda Received	N/A	N/A	N/A	N/A	N/A
Notes	2016 Kawasaki GT1500				2016 Kawasaki VT1500
Bid Amount	\$42,284.00	\$20,920.00	\$20,996.00	\$21,508.00	\$37,624.76
GRAND TOTAL					

OPENED BY: 

TABULATED BY: 

WITNESS BY: 

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

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

Date: 2/17/16

ORGANIZATION/SPONSOR Robertsdale Rotary Club

ADDRESS P.O. Box 1133

AGENT OR REPRESENTATIVE Dennis Young

TELEPHONE NUMBER (home) _____ (business) _____

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:

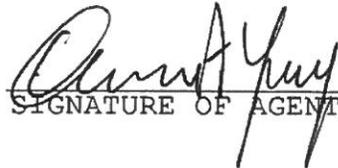
- a. Purpose of the Public Assembly: Doc's HotTrot for ARC. 5K and 1 mile run to benefit the ARCBC
- b. Dates of the Assembly: 6/18/16
- c. Time of the Assembly: from 6:30 to 10:30
- d. Estimated number of Participants/Attendees: 500
- e. Estimated number of Vendors: 0
- f. Location of Assembly (legal description of property if known): LULU's Homeport Marina 200 East 25th Ave. Gulf Shores AL.
- g. Owner of Property: LULU'S

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

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

APPLI CATI ON FOR PUBLI C ASSEMBLY PERM T
Page 3

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: _____

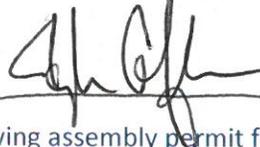
=====

Emily Tidwell

From: Emily Tidwell
Sent: Monday, February 29, 2016 8:47 AM
To: Edward J. Delmore; Hartly Brokenshaw; Andy Bauer; Mark Acreman; Brandan Franklin; Grant Brown
Cc: Wanda Parris; Alicia Talley; Carla Estill
Subject: HOT TO TROT ASSEMBLY PERMIT
Attachments: Assembly Permit Application - Rotary Hot Trot.pdf

Tracking:	Recipient	Delivery	Read	Response
	Edward J. Delmore	Delivered: 2/29/2016 8:47 AM		Approve: 2/29/2016 9:16 AM
	Hartly Brokenshaw	Delivered: 2/29/2016 8:47 AM	Read: 2/29/2016 9:19 AM	Approve: 2/29/2016 10:11 AM
	Andy Bauer	Delivered: 2/29/2016 8:47 AM	Read: 2/29/2016 9:17 AM	Approve: 2/29/2016 9:17 AM
	Mark Acreman	Delivered: 2/29/2016 8:47 AM	Read: 3/1/2016 2:34 PM	Approve: Assembly Permit
	Brandan Franklin	Delivered: 2/29/2016 8:47 AM	Read: 2/29/2016 10:04 AM	Approve: 2/29/2016 10:04 AM
	Grant Brown	Delivered: 2/29/2016 8:47 AM		Approve: 2/29/2016 2:19 PM
	Wanda Parris	Delivered: 2/29/2016 8:47 AM	Read: 2/29/2016 9:58 AM	Approve: 2/29/2016 9:59 AM
	Alicia Talley	Delivered: 2/29/2016 8:47 AM		
	Carla Estill	Delivered: 2/29/2016 8:47 AM	Read: 2/29/2016 8:48 AM	

City Administrator



Please use your voting buttons to approve/reject the following assembly permit for the Hot to Trot.
Thank you,
Emily ☺

Emily Tidwell

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

Phone (251) 968.1126
Fax (251) 968.4459



CERTIFICATE OF LIABILITY INSURANCE

7/1/2016

DATE (MM/DD/YYYY)
02/17/2016

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

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

PRODUCER LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	CONTACT NAME: Lockton Companies	
	PHONE (A/C No. Ext): 1-800-921-3172	FAX (A/C No.): 1-312-681-6769
E-MAIL ADDRESS: Rotary@lockton.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Westchester Fire Insurance Company		10030
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

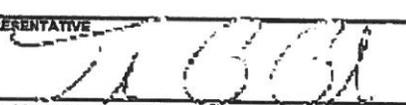
COVERAGES ROTINO1 **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PMI G23861355 007	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PMI G23861355 007	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as Additional Insured where required by written and signed contract or permit subject to the terms and conditions of the General Liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER City of Gulf Shores Alabama 1905 West 1st St. Gulf Shores AL Robertsdale Rotary Club Doc's Hot Trot for ARC 6/18/2016	CANCELLATION 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 
---	--

6 of 6

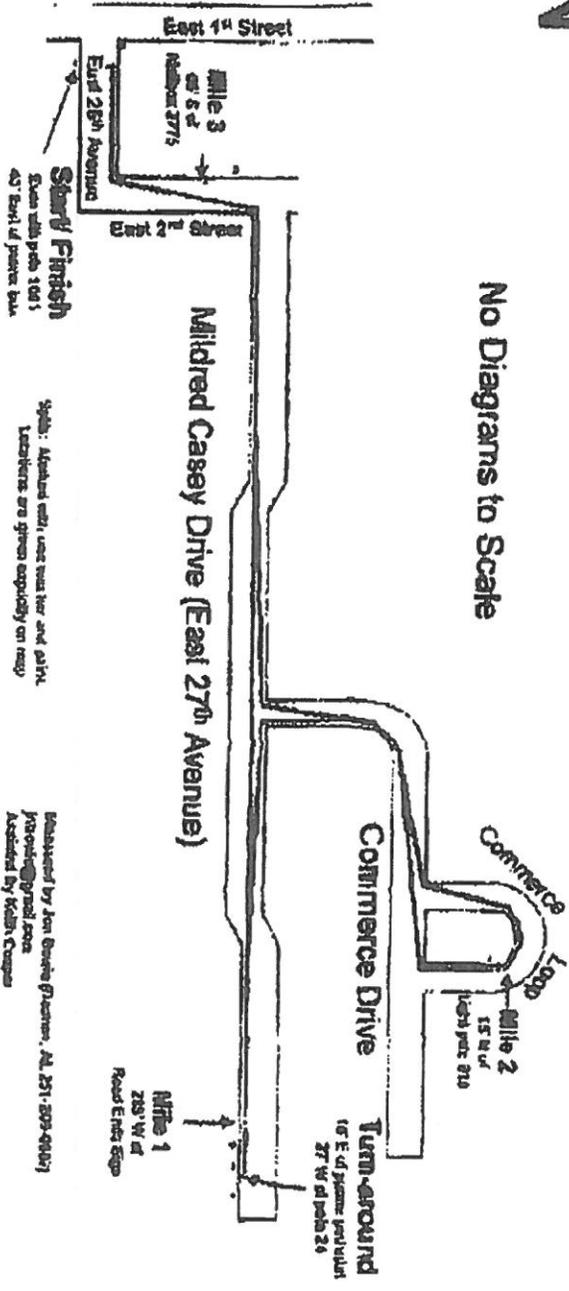
Hot Trot 5K II

Gulf Shores, Alabama

Star/finish and Turn-around marked with washers and paint



No Diagrams to Scale



Star/Finish: Marked with washer and paint
 Turn-around: Marked with washer and paint

Organized by Jon Bowls & Associates, AL 251-899-0007
 jrbowls@gmail.com
 Assisted by Keith Cooper
 In June 2015
 Co-located on AL0000230
 Race contact: Keith Cooper (251-541-9477)

Robertsdale Rotary Club
Robertsdale Rotary Club Foundation
P.O. Box 1133
Robertsdale AL. 36567

MS. Wanda Parris , City Clerk

City of Gulf Shores, AL.

Please find included the following:

Application for Assembly Permit for the Hot Trot for ARC

Course map

Copy of Insurance Certificate

The Hot Trot for ARCBC is a 5K and 1 mile run. This is an annual fundraiser to benefit the Association for Retarded Citizens of Baldwin County. The run is organized and presented by the Robertsdale Rotary Club Foundation. The foundation is the philanthropic organization for our club and is an all volunteer 501c3 corporation established to raise and distribute funds throughout Baldwin County. There are no administrative costs associated with our Foundation. All net proceeds from the race will be presented to the ARC. All pre and post race activities will take place at LULU's. The runs will take place on the right of way as described in the map provided. We provide personnel on the course to direct runners, for traffic control, water stations, and any other personal assistance that participants may need. Please Note:

No City of Gulf Shores employees are needed for prep or clean up

Food, water, and facilities provided by Lulu's

Emergency medical will be provided if needed

Vehicle access and parking is at Lulu's

No camping or trailer facilities required

No illumination facilities

No communication facilities required

Signage placement shown course map (as provided)

Noise control and abatement as required

No daily waste disposal required

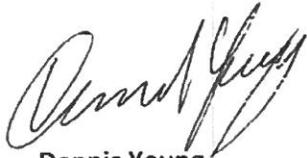
Insurance information provided

All net proceeds go to benefit the Association for Retarded Citizens of Baldwin County. We therefore respectfully request that any permit fees be waived.

Please contact me at 251-284-8484 or email to: dennisyoung8484@gmail.com

If approved please send permit to: Robertsdale Rotary Club P.O. Box 1133 Robertsdale, AL. or email to dennisyoung8484@gmail.com

Sincerely

A handwritten signature in black ink, appearing to read "Dennis Young", written in a cursive style.

Dennis Young

Robertsdale Rotary Club



SMALL TOWN, BIG BEACH

COUNCIL AGENDA SUMMARY

DATE: March 7, 2016

ISSUE: Application for Transfer of ABC License
050 - Retail Beer (Off Premises Only)
070 - Retail Table Wine (Off Premises Only)
Applicant: The Pier General Store, Inc.
Trade Name: Pier 33
Location: 900 West Beach Blvd.
Gulf Shores, AL 36542

BACKGROUND: Thomas Wayne Cook, owner of Pier 33 on West Beach Blvd., is selling the business to Mark Cato. Mr. Cato has applied for transfer of the ABC license for retail beer and wine (off premise only). Departmental review has been successfully completed.

RECOMMENDATION: Approval of the transfer of the existing ABC license is recommended.

PREVIOUS COUNCIL ACTION: ABC License previously approved for this location with different owner.

BUDGET IMPLICATIONS: None

RELATED ISSUES: None

ATTACHMENTS: None

DEPARTMENT: Executive Department

STAFF CONTACT: Wanda Parris, City Clerk

Receipt Confirmation Page

Receipt Confirmation Number: **20160210134936224**
Application Payment Confirmation Number: 23746290

Payment Summary	
Payment Item	Fee
Transfer Fee for License 050 and License 070	\$100.00
Total Amount to be Charged	\$100.00

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)
License Type 2: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
License County: BALDWIN
Business Type: CORPORATION
Trade Name: **PIER 33**
Applicant Name: **THE PIER GENERAL STORE INC**
Location Address: 900 WEST BEACH BLVD
GULF SHORES, AL 36542
Mailing Address: PO BOX 7821
GULF SHORES, AL 36542
Contact Person: T MARK CATO
Contact Home Phone:
Contact Business Phone: 251-948-6689
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:



SMALL TOWN, BIG BEACH

COUNCIL AGENDA ITEM SUMMARY

DATE: March 7, 2016

ISSUE: Public Education Building Authority Board (PEBA)

BACKGROUND: There are currently two vacancies on the Public Education Building Authority Board. Patrick Bussey and Michelle Nelson have both agreed to serve a full term of 6 years. Bob Malone's term as Chairman does not expire until November, 2016.

RECOMMENDATION: Confirm appointments of Patrick Bussey and Michelle Nelson to the Public Education Building Authority Board.

BUDGET IMPLICATIONS: None

RELATED ISSUES: None

DEPARTMENT: Executive

STAFF CONTACT: Wanda Parris, City Clerk

RESOLUTION NO. -16

**A RESOLUTION APPOINTING
MICHELLE NELSON AND PATRICK BUSSEY TO THE
PUBLIC EDUCATIONAL BUILDING AUTHORITY
TO SERVE A FULL TERM OF SIX YEARS
ENDING ON MARCH 14, 2022**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES,
ALABAMA, WHILE IN REGULAR SESSION ON MARCH 14, 2016, as follows:

Section 1. That Michelle Nelson be and she hereby is appointed to the Public Educational Building Authority to serve a full term of six years ending on March 14, 2022.

Section 2. That Patrick Bussey be and he hereby is appointed to the Public Educational Building Authority to serve a full term of six years ending on March 14, 2022.

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

ADOPTED this 14th day of March, 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 March 14, 2016.

City Clerk



SMALL TOWN, BIG BEACH

COUNCIL AGENDA ITEM SUMMARY

DATE: March 7, 2016

ISSUE: Public Park and Recreation Board

BACKGROUND: In 2011, the Public Park and Recreation Board was established by the City for the purpose of financing the acquisition and improvement of certain projects suitable for public park and recreation use including a proposed Zoo Foundation Project.

The City desires to continue to use the Public Park and Recreation Board for public park purposes and reappoint the board members as initially established to staggered terms of 2, 4, and 6 years.

RECOMMENDATION: Confirm reappointment of two existing board members and submit nominations for appointment of third board member to be appointed at a later date.

Reappoint Joseph Wade Ward – Two year term ending March 14, 2018

Reappoint Leonard Alan Kaiser – Four year term ending March 14, 2020

Appoint New Member – Six Year term – To be determined.

BUDGET IMPLICATIONS: None

RELATED ISSUES: None

DEPARTMENT: Executive

STAFF CONTACT: Wanda Parris, City Clerk