



AGENDA  
GULF SHORES CITY COUNCIL  
COUNCIL WORK SESSION MEETING  
APRIL 18, 2016

**1. Councilmember Discussion Period**

- A. Councilman Jones

**2. Finance And Administrative Services Department**

- A. Authorize RiverTree Systems, Inc. Contract

Documents: [FIN - MEMO - RIVERTREE SYSTEMS, INC..PDF](#), [FIN - RIVERTREE CONTRACT 2016.PDF](#)

**3. Fire Department**

- A. Authorize Sale And Surplus Of Engine 2011 & 2022

Documents: [FD - MEMO - APPARATUS.PDF](#)

**4. Public Works Department**

- A. Award Recycling Trailer Bid

Documents: [PW - RECYCLING TRAILER MEMO.PDF](#), [PW - RECYCLING TRAILERS INVITATION TO BID.PDF](#), [PW - RECYCLING TRAILERS BID TAB.PDF](#)

- B. County Road 6 West Speed Limit Request

Documents: [PW - SPEED LIMIT CHANGE REQUEST MEMO - CR 6 WEST.PDF](#), [PW - SPEED LIMIT CHANGE REQUEST CR 6 WEST MAP.PDF](#)

- C. Laguna Dunes Streets Acceptance

Documents: [PW - LAGUNA DUNES STREET ACCEPTANCE MEMO.PDF](#), [PW - LAGUNA DUNES ESTIMATE.PDF](#), [PW - LAGUNA DUNES - PLAT.PDF](#)

- D. Bon Secour Village Streets Acceptance

Documents: [PW - 1. BON SECOUR VILLAGE STREET ACCEPTANCE MEMO.PDF](#), [PW - 2. BON SECOUR RECOMMENDED STREETS ACCEPTANCE LIMITS.PDF](#), [PW - 3. BON SECOUR ACCEPTANCE REQUEST.PDF](#), [PW - 4. BON SECOUR ENGINEERS ESTIMATE.PDF](#), [PW - 5. BON SECOUR CASH MAINT SURETY.PDF](#)

- E. Islandwood Subdivision Phase II & III Streets Acceptance

Documents: [PW - A. ISLANDWOOD STREET ACCEPTANCE MEMO.PDF](#), [PW - B. ISLANDWOOD ACCEPTANCE REQUEST.PDF](#), [PW - C. ISLANDWOOD OVERALL PLAN.PDF](#), [PW - D. ISLANDWOOD CASH MAINT BOND.PDF](#), [PW - E.](#)

**5. Recreation And Cultural Affairs**

- A. Public Assembly Permit Application - Gulf Coast Event Group, Inc.

Documents: [REC - PUBLIC ASSEMBLY PERMIT APPLICATION - GULF COAST  
EVENT GROUP INC.PDF](#)

- B. Public Assembly Permit Application - Gulf Shores And Orange Beach Tourism

Documents: [REC - PUBLIC ASSEMBLY PERMIT APPLICATION - GULF SHORE  
AND ORANGE BEACH TOURISM.PDF](#)

**6. Mayor**

Updates

**7. Adjourn**

## **COUNCIL AGENDA SUMMARY**

**TO:** Mayor Craft & Members of the City Council

**FROM:** Marcy Kichler, Revenue Supervisor

**SUBJECT:** Resolution to authorize the Mayor to execute an Agreement between the City of Gulf Shores and RiverTree Systems, Inc. for tax auditing services.

**DATE:** April 25, 2016

**ISSUE:** The current agreement with RiverTree Systems, Inc. expires on July 1, 2016.

**BACKGROUND:** The City of Gulf Shores currently utilizes RiverTree's audit services. In 2015 they contributed \$15,150.69 in net revenue.

**PREVIOUS COUNCIL ACTION:** None.

**BUDGET IMPLICATIONS:** There is no cost for the service, unless an audit is conducted and revenue owed to the City is discovered. The fee is then a \$75 hourly rate which has averaged about 30% of the revenue discovered.

**RECOMMENDATION:** Authorize the mayor to execute agreement for audit services.

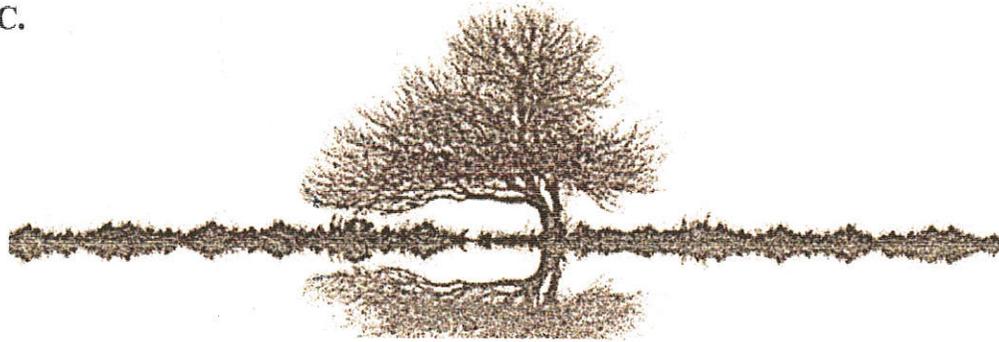
**RELATED ISSUES:** None

**ATTACHMENTS:** RiverTree Agreement

**DEPARTMENT:** Finance and Admin

**STAFF CONTACT:** Marcy Kichler

**RIVERTREE SYSTEMS, INC.**  
P. O. Box 361361  
Birmingham AL 35236



**AUDITORS FOR THESE ALABAMA CITIES AND COUNTIES:**  
ALABASTER\*ALEXANDER CITY\* AUBURN\* BIRMINGHAM\* CENTER  
POINT\*GARDENDALE\*GULF SHORES\* HARPERSVILLE\* HARTSELLE  
HELENA \* HOMEWOOD\* HUEYTOWN \* IRONDALE \* JACKSONVILLE  
JASPER \* LEEDS\* MADISON \* MILLBROOK \* MONTGOMERY\* MONTEVALLO  
MOODY\* NORTHPORT\*PELL CITY\* ORANGE BEACH\*OZARK \* PELHAM  
PRATTVILLE\* TALLADEGA\*TRUSSVILLE\* TUSCUMBIA\* VESTAVIA HILLS  
BALDWIN COUNTY\*MONTGOMERY COUNTY\*SHELBY COUNTY  
ST. CLAIR COUNTY

1-205-988-0331 x301  
Fax 205- 988-9687  
jimthomas308@bellsouth.net

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March 27, 2016

City of Gulf Shores  
ATTN: Layla Dawson  
Revenue Department  
P O Box 4089  
Gulf Shores, AL 36547

RE: Audit Contract Renewal

Dear Ms. Dawson:

My files have highlighted that the City of Gulf Shores "auditing contract" with Rivertree Systems is set to cancel at the end of ~~April 2016~~.

Please review the attached Examination Agreement. The hourly rate remains the same with the only addition being 1(f). Rivertree Systems will continue to Preliminary Assess audit finding and collect the additional liabilities. If a Final Assessment is required it is ask that the City use its Final Assessment form or sign off on the Rivertree's Final Assessment. At no time will Rivertree issue a Final Assessment without the client's approval.

I have signed the last page and if approved need only a signature page 9. If the Mayor and City Council have any questions, or changes, I will be glad to attend any meetings to explain Rivertree Systems auditing or billing concerns.

We look forward to continuing our relationship.

Sincerely

James M. Thomas  
Certified Revenue Examiner

STATE OF ALABAMA  
COUNTY OF BALDWIN

## AGREEMENT FOR EXAMINATION SERVICES

**THIS AGREEMENT** made and entered into on this the \_\_\_ day of \_\_\_\_\_ 2016 by and between the **CITY OF GULF SHORES**, hereinafter referred to as the "Client", and **RIVERTREE SYSTEMS, INC.**, an Alabama corporation (hereinafter referred to as "**RIVERTREE**").

1. The Client desires to provide for the collection of all local taxes and fees, regardless of the jurisdiction in which a taxpayer subject to the Client's taxing power maintains its principal office, to provide that all taxpayers are treated equally and to provide that all tax related ordinances are uniformly and consistently applied. In order to accomplish these goals and objectives, the Client desires to retain the services of a company legally qualified as a "private auditing or collecting firm" as defined in the Alabama Taxpayers' Bill of Rights and Uniform Revenue Procedures Act, Code of Alabama (1975) §40-2A-1 et seq. (hereinafter the "Taxpayers' Bill of Rights") to perform audits and examinations of such taxpayers' books and records.

2. RIVERTREE is qualified as a private auditing or collecting firm under the Taxpayers' Bill of Rights and, as such, provides collection, examining and consulting services for local governments throughout the State of Alabama. RIVERTREE has represented to the Client that (i) it is knowledgeable of all laws and regulations applicable to private auditing or collecting firms, (ii) it provides its services in full compliance with all applicable laws and

regulations, and (iii) it obtains all of the legally required certifications, fidelity bonds, and legal letters of authority to act as a private auditing or collecting firm.

3. The Client desires to retain RIVERTREE as a private auditing firm to provide tax auditing and examination services under the terms and conditions, of this Agreement.

**NOW, THEREFORE, PREMISES CONSIDERED,** RIVERTREE and the Client hereby agree as follows:

1. **RIVERTREE SYSTEMS, Inc.** The Client and RIVERTREE hereby agree that RIVERTREE will provide the following services:
  - a) Identify and prepare a written list of "taxpayer candidates for examination "based on objective criteria to be agreed upon by RIVERTREE and the Client in advance of such work.
  - b) Pursuant to Code of Alabama (1975) §40-2A-13(d) upon first contact with the taxpayer, RIVERTREE shall disclose in writing the identity of the Client and all other clients represented by RIVERTREE and shall provide a copy of appropriate written authorization of RIVERTREE's representation from the Client and from any such other client.
  - c) Inspect and examine on behalf of the Client, all books, records and other documents of taxpayers assigned to be examined by the Client to determine to what extent, if any, the taxpayer owes the Client sales and use taxes, occupational taxes, license fees, lease taxes, tobacco taxes, gasoline taxes, and any other city tax, plus interest, penalties and other charges thereon, as directed by Client and in accordance with the ordinances, resolutions and regulations of the Client.
  - d) RIVERTREE acknowledges that Code of Alabama (1975) §40-2A-13(f) provides that when a private examining or collecting firm represents more than one county, city or town on the date it first contacts a taxpayer, the private examining or collecting firm shall examine the taxpayer's books and records for all such counties, cities or towns simultaneously. Therefore, when conducting examinations initiated by other RIVERTREE clients (counties or other cities and towns), RIVERTREE will include Client on the list of entities for which the examination is being conducted. In the event RIVERTREE examines a taxpayer on behalf of other RIVERTREE clients who have not enacted the same taxes as Client, then RIVERTREE's audit of such taxpayer shall include all such taxes of Client.

- e) Perform examinations of taxpayer's records in accordance with "*The Minimum Standard Examination Program*" established by the Alabama Local Tax Institute of Standards and Training (the "Minimum Standards").
- f) Report to the Client that information necessary for the Client to assess the taxpayer's sales and use taxes, license fees, lease taxes, and all other City taxes, plus interest, penalties and other charges thereon for transactions which RIVERTREE reasonably believes may have resulted in an obligation of the taxpayer to pay such taxes to the Client. RIVERTREE shall issue the Preliminary Assessments on audit findings if a **Final Assessment** is required the Client will issue either on a City form or sign off on the RIVERTREE Final Assessment. At no time will RIVERTREE issue a Final Assessment without the Client's approval.
- g) Prepare and present to the Client a "Findings Report," which shall include, at a minimum, all information required to prepare a written report under the Minimum Standards and a summary thereof on each examination performed. In the event RIVERTREE's audit indicates that a particular taxpayer has no tax Liability to the Client, RIVERTREE shall provide the Client a written report including the name of the taxpayer audited, the types of tax for which the taxpayer was examined and found to have no liability, and the audit period.
- h) Provide full cooperation to the Client in the preparation of any legal documents, attend any judicial, administrative, departmental, appellate or other legal hearings and be available to testify at hearings that may be required to collect any amounts due to the Client from the taxpayer.
- i) Pursuant to the Code of Alabama (1975) §40-2A-1 3(h) RIVERTREE shall notify the taxpayer if any tax overpayments are discovered and the taxpayer is due any refunds from the Client, or if the taxpayer owes any tax to the Client.
- j) Any additional or incidental services which are allowable by law and are reasonably necessary in order to carry out RIVERTREE's obligations under this Agreement.

**RIVERTREE shall collect all taxes with checks payable to the CITY OF GULF SHORES.**

2. **Compensation.** It is understood that each RIVERTREE client will only pay a prorated portion of total audit costs when RIVERTREE is conducting examinations for multiple clients at one time. Client agrees to pay RIVERTREE its prorated portion of each audit's total audit costs which shall consist of **seventy-five (\$75.00) per hour.**

RIVERTREE shall be paid monthly based upon hours worked submitted to the Client by the fifteenth (15th) day of the month for the month next proceeding. The parties acknowledge that the Code of Alabama (1975) §40-2A-6 specifically prohibits the Client from entering into any contract or arrangement with a private examining or contracting firm for the examination of a taxpayer's books on a contingency fee basis and agree that RIVERTREE's compensation under this Agreement is not in any way contingent upon or otherwise related to the amounts discovered during examinations nor contingent upon or related to amounts finally received by the Client.

**3 Representations and Warranties.** RIVERTREE represents and warrants as follows:

- a. RIVERTREE is a corporation valid and existing and in good standing under the laws of the State of Alabama.
- b. As of the effective date of the Agreement, RIVERTREE and any employee, agent, or independent auditor/examiner of RIVERTREE providing services under this Agreement, shall have obtained all licenses and bonds necessary or appropriate to perform RIVERTREE's obligations under this Agreement and all such licenses and bonds shall be current and in good standing, and shall be maintained throughout the term of this Agreement.
- c. RIVERTREE and its employees, agents and independent auditors/examiners agree to comply with all current and future laws, rules and regulations applicable to all services provided by RIVERTREE under this Agreement, including, but not limited to, the Local Tax Simplification Act of 1998, the Alabama Local Tax Procedures Act of 1998 and the Taxpayers' Bill of Rights as currently in effect and hereafter amended.
- d. RIVERTREE agrees to comply with all laws and regulations relating to the employees of RIVERTREE, including, without limitation, all tax withholding requirements and worker's compensation laws.

**4 Change in Law.** The parties agree that in the event of any conflict between the requirements of any applicable law and the terms of this Agreement, then the requirements of such applicable law shall control. If any law applicable to the services

provided by RIVERTREE under this Agreement shall be amended, or otherwise changed following the effective date of this Agreement, and the Client, in its sole discretion, determines that such amendment, modification or change in the law shall impair or frustrate the Client's purposes for entering into this Agreement, then the Client shall have the option to terminate this Agreement as provided in Paragraph 10 below.

**5. Requirements of Examiners.** All examiners employed by RIVERTREE shall meet all requirements of the Taxpayers' Bill of Rights and other current or future applicable law. At a minimum, all such examiners shall (i) be certified public accountants or accountants licensed by the State Board of Public Accountants, or (ii) be certified by the Alabama Local Tax Institute of Standards and Training, and (iii) maintain fidelity bonds in accordance with the Code of Alabama (1975) §40-23-30, as currently in effect and hereafter amended, and (iv) maintain a business license as required by Code of Alabama (1975) §40-12-2, as currently in effect and hereafter amended. If any assessment based on an audit by RIVERTREE is invalidated due to lack of proper certification of RIVERTREE's auditors, RIVERTREE must either provide an audit of the assessed taxpayer conducted by a certified auditor or reimburse Client for all amounts paid to RIVERTREE in connection with the audit. RIVERTREE shall indemnify and hold Client harmless from any loss in revenues arising from or in connection with any invalidated assessment based upon an audit conducted by RIVERTREE if such invalidation is due to lack of proper certification of RIVERTREE 's auditors or due to any other fault of RIVERTREE.

**6. Inspection.** The Client reserves the right at all reasonable times to inspect the documents, information, taxpayer examination system and procedures of RIVERTREE to ensure that RIVERTREE and its employees, agents, and independent auditors/examiners are

complying with the terms of this Agreement and all applicable laws. Any such inspection or any lack of inspection by the Client, however, shall not be deemed to waive the requirements of, or excuse the foregoing from complying with, the terms of this Agreement and all applicable laws.

7. **Confidentiality of Tax Information.** RIVERTREE and its employees, agents, and independent auditors/examiners shall not print, publish or divulge the return of any taxpayer or any part of a return or any information or data supplied by the Client or secured in arriving at the amount of the tax value reported and shall act in conformance with all current and future federal, state and local laws and regulations concerning the confidentiality of tax information, including, but not limited to, the Taxpayers' Bill of Rights (collectively, the "Confidentiality Laws"). All principals, officers, employees and independent auditors/examiners of RIVERTREE involved with the services provided by RIVERTREE under this Agreement, prior to undertaking such services, shall execute an agreement in form and context acceptable to the Client binding such principals, officers, employees and independent auditors/examiners to observe the Confidentiality Laws.

8. **Independent Contractor.** The parties agree that RIVERTREE is and shall at all times be considered an independent contractor and neither it nor its employees or its independent auditors/examiners shall be considered employees of the Client or entitled to any rights or benefits accorded to employees of the Client. RIVERTREE and the Client affirm that this Agreement does not create a partnership or joint venture and that no expressed, implied or apparent rights are intended to inure to any third parties under the terms and conditions herein.

9. **Term.** This Agreement shall be effective as of the date set forth in the preamble and will continue for a period of 3 year(s) from the date unless terminated as herein provided. Pursuant of the Code of Alabama (1975-40-2A-12, this Agreement shall not be renewed or extended beyond such three (3) year term: provided, however, that parties may negotiate a new contract concerning the subject matter of this Agreement to become effective following expiration of this Agreement.

10. **Default.** If RIVERTREE shall fail in any respect to comply with the terms of this Agreement, the Client shall notify RIVERTREE in writing of the matters with regard to which default is asserted, and RIVERTREE shall have thirty (30) days to cure such default. If RIVERTREE fails to either cure such default within said time, then the Client may terminate this Agreement at any time thereafter by giving written notice to RIVERTREE of its election to terminate.

11. **Termination.** Either party may terminate this Agreement by giving the other party written notice of termination at least sixty (60) days prior to the effective date of termination. Notwithstanding the foregoing, this Agreement shall be terminated automatically, without notice, if RIVERTREE, for any reason loses or foregoes its license required under Code of Alabama (1975) §40-2A-13 or §40-2A-14. RIVERTREE shall provide the Client all documentation, records, reports, and examinations as of the effective date of the termination with a final itemized statement of fees due.

12. **Assignment; Subcontracting of Services.** Client acknowledges and agrees that RIVERTREE may retain auditors or examiners on an independent contractor basis to provide the services described in this Agreement and Client consents to RIVERTREE's retention of such auditors or examiners provided, however, that any such auditor or examiner must meet

all criteria applicable to auditors and examiners under law or under this Agreement and provided further that all terms and conditions of this Agreement, including but not limited to indemnities, applicable to services provided by RIVERTREE shall apply to any work performed by such auditors and examiners. RIVERTREE shall maintain and, upon Client's request, shall provide to Client a list of all auditors and examiners authorized to provide services on behalf of RIVERTREE. Except as provided in this Paragraph 12, RIVERTREE shall not assign any of its rights or obligations under this Agreement or enter into an agreement with any person, entity or subcontractor to perform the obligations of RIVERTREE under this Agreement. Any such assignment or other agreement by RIVERTREE shall be null and void.

13. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Gulf Shores, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Baldwin County, Alabama and governed by the laws of the State of Alabama between the GULF SHORES and RIVERTREE.

**IN WITNESS WHEREOF**, the undersigned parties, through their duly authorized officers,  
have executed this Agreement on the year and day first above written.

**CITY OF GULF SHORES**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**RIVERTREE SYSTEMS, INC.**

  
\_\_\_\_\_

PRESIDENT



SMALL TOWN, BIG BEACH

## Memo

**TO:** Mayor, City Council and City Administrator

**FROM:** Fire Chief Hartly Brokenshaw

**DATE:** 04/06/2016

**RE:** Apparatus Sale and Surplus

### **BACKGROUND:**

Engine 2011 and 2022 have been serving Gulf Shores for the last 22 years. Last year the Mayor and Council approved the purchase of two new replacement engines which have been placed in service. Both 2011 and 2022 had informal appraisals by Brindlee Mountain Fire Apparatus.

Engine 2011 was appraised at \$35,000.00 and listed with Brindlee Mountain Fire Apparatus for 7 months. An offer of \$25,000.00 was received from Cowikee Volunteer Fire Department near Eufalua, AL.

Engine 2022 was appraised at \$15,000.00 due to tank size and high milage. With this fire engine we would like to look for a rural fire department within the state and donate this apparatus.

### **RECOMMENDATION:**

Approve the surplus and sale of Engine 2011 for Cowikee Volunteer Fire Department for \$25,000.00

Approve the surplus and donation of Engine 2022

**PREVIOUS COUNCIL ACTION:** None

**BUDGET IMPLICATIONS:** None

**RELATED ISSUES:** None

**DEPARTMENT:** Fire & Emergency Services

**STAFF CONTACT:** Hartly Brokenshaw, Fire Chief

Post Office Box 299  
Gulf Shores, AL 36547



SMALL TOWN, BIG BEACH™

**DATE:** 04/12/2016

**ISSUE:** Purchase Three (3) Recycling Trailers

**RECOMMENDATION:** Award Recycling Trailer Bid to National Recycling Trailers.

**BACKGROUND:** The City opened bids on Tuesday, March 29, 2016, for 21 cubic feet recycling trailers. The lowest bidder for the trailers is National Recycling Trailers for the unit bid amount of \$10,650.00 each, the total amount for the three trailers is \$31,950.00

**PREVIOUS COUNCIL ACTION:** None.

**BUDGET IMPLICATIONS:** The purchase of these trailers is budgeted in the ADEM Recycling Grant Account, 37-563-80915, for \$34,000. These trailer purchases are 100% grant reimbursable through ADEM.

**RELATED ISSUES:** None

**ATTACHMENTS:**

- Bid Tabulation

**DEPARTMENT:** Public Works General Services Division

**STAFF CONTACT:** Mark Acreman



SMALL TOWN, BIG BEACH™

**INVITATION TO BID**  
**Requisition No. 2016-0329**

INVITATION TO BID DATE: **March 3, 2016**  
FOR: **Two (2) Recycling Trailers**  
PLACE OF BID OPENING: **City of Gulf Shores, City Hall, 1905 West 1<sup>st</sup> Street**  
BIDS MUST BE RECEIVED BEFORE: **March 29, 2016 at 10:00 A.M. (CDT)**  
BIDS WILL BE PUBLICLY OPENED: **March 29, 2016 at 10:00 A.M. (CDT)**

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.

**Mark Acreman**

Public Works

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 60 days or \_\_\_\_\_ weeks after receipt of order.
- 2. TERMS: Net 10

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): 61-0713493
- 6. The number of pages comprising this bid is 7 + Affidavit of E-verify.
- 7. Contact Joe Tabor at 251-968-1448/jtabor@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 1<sup>st</sup> 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 16<sup>th</sup>

DAY OF March, 2016.

*Denise Lawter*  
 Notary Public

2/13/2019  
 Commission Expires

LAWLESS WELDING, INC dba  
~~NATIONAL RECYCLING TRAILERS~~  
 Company Name

938 W. STEVE WARINER DR.  
 Mail Address

RUSSELL SPRINGS, KY 42642  
 City, State, Zip

270-866-5416  
 Phone Including Area Code

*Gene V. Smith*  
 Authorized Signature (INK)

GENE V. SMITH  
 Typed Authorized Name

PRESIDENT  
 Title

270-866-5566  
 Fax Number

PAGES 1 & 2 MUST BE RETURNED IN SEALED BID.



SMALL TOWN, BIG BEACH™

**AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR**

State of Kentucky  
County of Russell

Before me, a notary public, personally appeared Gene V. Smith (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 Owner / president (state position) for Lawless Welding Inc dba National Recycling Trailers (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 16<sup>th</sup> day of March, 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: 2/13/2019



**BID FORM - TWO (2) RECYCLING TRAILERS**

Quantity	Description	UNIT PRICE	TOTAL
Two (2)	Recycling Trailers, as specified	10,650 <sup>00</sup> each	21,300 <sup>00</sup>
		<b>BID TOTAL</b>	<b>\$21,300<sup>00</sup></b>

**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**

Specifications for proposed equipment must be attached to the bid.

**References**

Attach three (3) references with contact information for similar trailers at least three (3) years old.

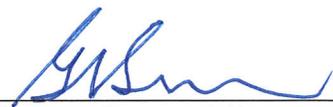
The bidder acknowledges receipt of the following addenda covering revisions to the bid documents, and states that the costs, if any, of such revisions have been included in the base bid and other prices quoted herein:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

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

LAWLESS WELDING, INC dba  
 NATIONAL RECYCLING TRAILERS  
 \_\_\_\_\_  
 Company Name  
 938 W. STEVE WARINER DR  
 \_\_\_\_\_  
 Street Address  
 RUSSELL SPRINGS, KY 42642  
 \_\_\_\_\_  
 City, State, Zip  
 \_\_\_\_\_  
 Days to Deliver

  
 \_\_\_\_\_  
 Company Representative  
 270-866-5416  
 \_\_\_\_\_  
 Phone  
 270-866-5566  
 \_\_\_\_\_  
 Fax  
 gene@nationalrecyclingtrailers.com  
 \_\_\_\_\_  
 Email

*Lawless Welding, Inc.*  
*938 W. Steve Wariner Dr.*  
*Russell Springs, KY 42642*  
*270-866-5416 FAX 270-866-5566*

**INFORMATION FOR OPEN ACCOUNT CREDIT:**

COMPANY NAME: Lawless Welding, Inc.

MAILING ADDRESS: 938 W. Steve Wariner Dr.  
Russell Springs, KY 42642

SHIPPING ADDRESS: 938 W. Steve Wariner Dr.  
Russell Springs, KY 42642

TYPE OF BUSINESS: Structural Steel Fabrication  
Steel Warehouse

DATE ESTABLISHED: 1954  
DATE INCORPORATED: 1974  
STATE RESALE#: 052933  
FEDERAL I.D.#: 61-0713493

CONTACT PERSON: Gene V. Smith, President  
Janie McFarland, Office Manager  
Denise Lawter, Sales

BANK: First National Bank of Russell Springs  
Charlene Harris, President  
270-866-4343

BUSINESS REFERNCES: O'Neal Steel 423-867-4820  
865-584-2753 fax  
Airgas 270-842-9486  
Sisken Steel 800-756-3671  
800-678-3671 fax  
Master's Supply 800-477-7970

# NATIONAL RECYCLING TRAILERS

LAWLESS WELDING INC. DBA NATIONAL RECYCLING TRAILERS

938 W. STEVE WARINER DR  
RUSSELL SPRINGS, KY 42642

Phone Number 270-866-5416

Fax Number 270-866-5566

Web Address: lawlesswelding.com

Email: gene@lawlesswelding.com

FAX

TO: City of Gulf Shores

FROM: 3/16/16  
DATE

We are not able to do  
# 20 on bid specifications.

All other specifications  
we are able to meet.

Thank you,  
Dhuise Gautier

**TO: CITY OF GULF SHORES**

**FROM:**

**LAWLESS WELDING, INC. dba  
NATIONAL RECYCLING TRAILERS  
938 W. STEVE WARINER DR.  
RUSSELL SPRINGS, KY 42642  
270-866-5416  
270-866-5566 (FAX)**

**EMAIL ADDRESSES:**

**[Gene@nationalrecyclingtrailers.com](mailto:Gene@nationalrecyclingtrailers.com)**

**[Denise@nationalrecyclingtrailers.com](mailto:Denise@nationalrecyclingtrailers.com)**

**WEBSITE:**

**[www.nationalrecyclingtrailers.com](http://www.nationalrecyclingtrailers.com)**

**RECYCLING TRAILER REFERENCES:**

**Bell County SWC--Joyce Hoskins  
P.O. Box 1067  
Pineville, KY40977  
606-337-7035**

**The Honorable Gary Robertson  
Russell County Judge Executive  
P.O. Box 397  
Jamestown, KY 42629  
270-343-2112**

**City of Eufaula, Alabama  
Tim Brannon  
P.O. Box 219  
Eufaula, AL 36027  
334-687-1236**

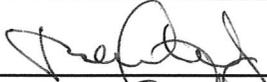


**BID TABULATION SHEET**

Project Name: **TWO (2) RECYCLING TRAILERS**  
 Requisition No. **2016-0329**

Bid Date: **March 29, 2016**  
 Bid Opening Time: **10:00 AM**

<b>Bidder's Name</b>	National Recycling Trailers	Protainer				
<b>City, State</b>	Russell Springs, KY	Alexandria, MN				
<b>Bond</b>	N/A	N/A	N/A	N/A	N/A	N/A
<b>Affidavits</b>	✓	✓				
<b>Addenda Received</b>	N/A	N/A	N/A	N/A	N/A	N/A
<b>Notes</b>	Not able to add graphics					
<b>Bid Amount GRAND TOTAL</b>	\$21,300 <sup>00</sup>	\$34,000 <sup>00</sup>				

OPENED BY: 

TABULATED BY: 

WITNESS BY: 



SMALL TOWN, BIG BEACH™

**DATE:** 04/12/2016

**ISSUE:** County Road 6 West Speed Limit Request

**RECOMMENDATION:** Recommend Council pass a resolution requesting the Baldwin County Commission to increase the speed limit for CR 6 West from 35 mph to 45 mph from Hwy 59 to Turpin Lane.

**BACKGROUND:** At the City's request, the Baldwin County Highway Department recently conducted a speed study for CR 6 West between Hwy 59 and Turpin Lane. Based on the data the County collected, they concluded there was a justification to increase the speed limit from 35 mph to 45 mph through this section. The 85<sup>th</sup> percentile speed was 47 mph and the average speed was 41 mph.

**PREVIOUS COUNCIL ACTION:** None

**BUDGET IMPLICATIONS:** None.

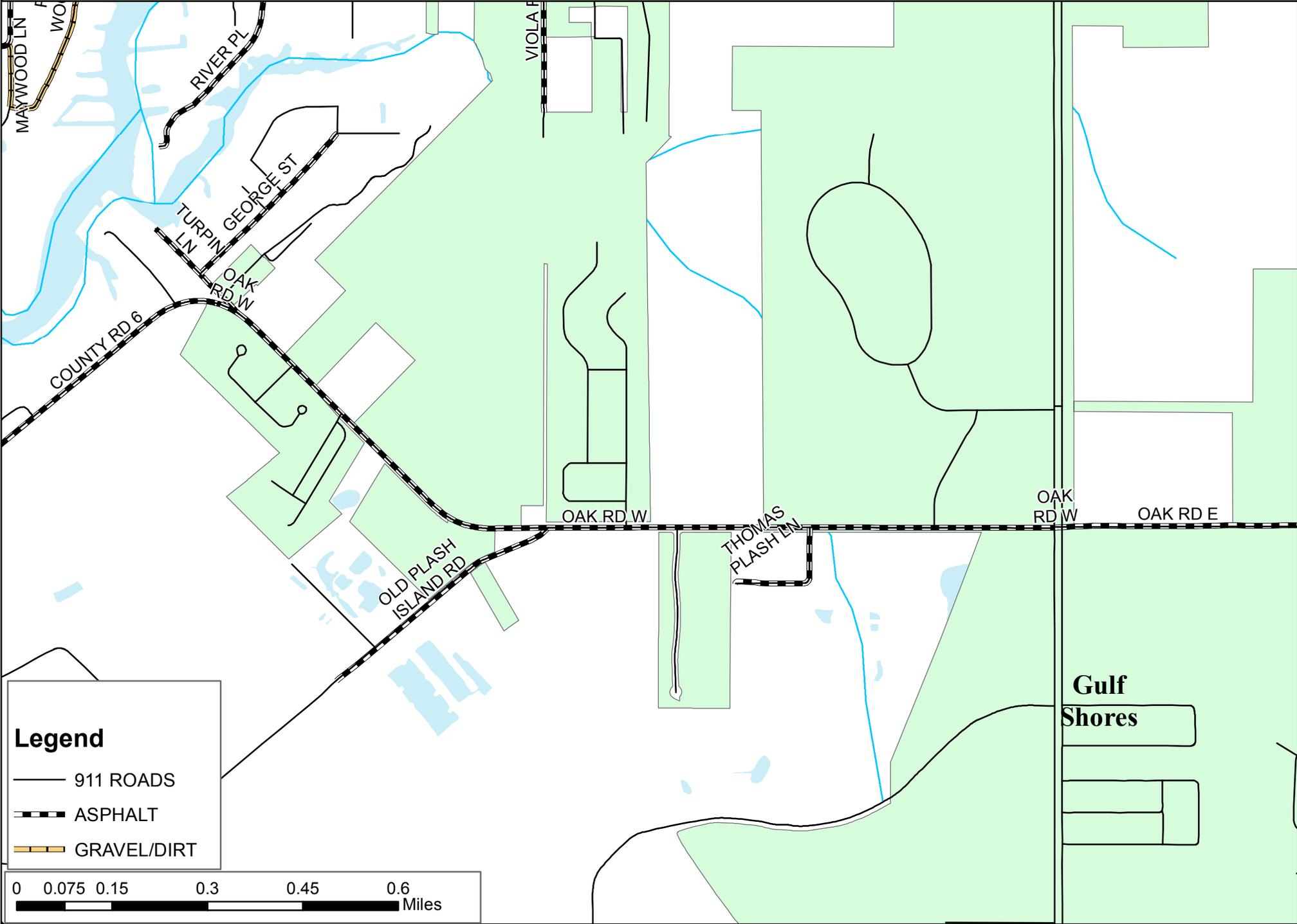
**RELATED ISSUES:** None

**ATTACHMENTS:**

- Vicinity Map

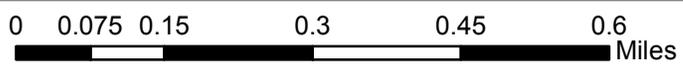
**DEPARTMENT:** Public Works General Services

**STAFF CONTACT:** Mark Acreman



**Legend**

-  911 ROADS
-  ASPHALT
-  GRAVEL/DIRT





SMALL TOWN, BIG BEACH™

**DATE:** 03/02/2016

**ISSUE:** Laguna Dunes Streets Acceptance

**RECOMMENDATION:** Acceptance of Laguna Dunes subdivision rights-of-way improvements, known as Laguna Court excluding utilities and common areas.

**BACKGROUND:** Public Works has recently re-inspected the rights-of-way improvements and found them to be in satisfactory condition. The development has no active HOA and has never been accepted for maintenance. There are 2 homes within the 10 lot subdivision. Each of the remaining lots has a different owner, so we recommend acceptance.

**PREVIOUS COUNCIL ACTION:** None

**BUDGET IMPLICATIONS:** Ongoing maintenance cost of this additional infrastructure will be included in our 2017 operations budget.

**RELATED ISSUES:** None

**ATTACHMENTS:**

- Engineer's Estimate of Fixed Assets
- Original Plat

**DEPARTMENT:** Public Works General Services

**STAFF CONTACT:** Mark Acreman

**ESTIMATED FIXED ASSET VALUE  
TAP PROJECT  
CITY OF GULF SHORES, ALABAMA  
LAGUNA DUNES**

**ROADWAY & DRAINAGE**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL COST</b>
1.0	Select Backfill	200	C.Y.	\$10.00	\$2,000.00
2.0	4" Concrete Sidewalk	450	S.Y.	\$45.00	\$20,250.00
3.0	Valley Curb	800	L.F.	\$20.00	\$16,000.00
4.0	Street Sign	1	E.A.	\$250.00	\$250.00
5.0	Top Soil	300	C.Y.	\$15.00	\$4,500.00
6.0	Solid Sod	1,800	S.Y.	\$5.40	\$9,720.00
7.0	Roadbed Processing	5	STA	\$200.00	\$1,000.00
8.0	Separation Geotextile	1,500	S.Y.	\$6.00	\$9,000.00
9.0	6" Crushed Aggregate Base	1,500	S.Y.	\$15.00	\$22,500.00
10.0	2" Thick Asphalt	200	TON	\$125.00	\$25,000.00
11.0	Double Wing Inlet	1	L.S.	\$2,500.00	\$2,500.00
12.0	24" HDPE Pipe	30	L.F.	\$25.00	\$750.00
				<b>TOTAL</b>	<b>\$113,470.00</b>

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

STATE OF ALABAMA  
COUNTY OF BALDWIN

THIS IS TO CERTIFY THAT (WE) THE UNDERSIGNED IS(ARE) THE OWNER(S) OF THE LAND SHOWN AND DESCRIBED IN THE PLAT, AND THAT (WE) HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED HEREIN, FOR THE USES AND PURPOSE HEREIN SET FORTH AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE DESIGN AND TITLE HEREON INDICATED; AND GRANT ALL EASEMENTS AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED TOGETHER WITH SUCH RESTRICTIONS AND COVENANTS NOTED BELOW OR ATTACHED IN A SEPARATE LEGAL DOCUMENT.

DATED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

NAME AND TITLE \_\_\_\_\_

WITNESS \_\_\_\_\_

**CERTIFICATION BY NOTARY PUBLIC**

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT \_\_\_\_\_ WHOSE NAME AS \_\_\_\_\_ OF \_\_\_\_\_ IS SIGNED TO THE FOREGOING INSTRUMENT, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF THE INSTRUMENT, HE, AS SUCH OFFICER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS THE ACT OF SAID CORPORATION ACTING AS MANAGER OF SAID LIMITED LIABILITY COMPANY.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

NOTARY PUBLIC  
MY COMMISSION \_\_\_\_\_

**CERTIFICATION BY THE ENGINEER**

STATE OF ALABAMA  
COUNTY OF BALDWIN  
CITY OF DAPHNE

I, PERRY C. JINRIGHT, III, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF ALABAMA FOR HUTCHINSON, MOORE AND RAUCH, LLC, HOLDING CERTIFICATE NUMBER 25748, HEREBY CERTIFY THAT I HAVE REVIEWED THE DESIGN HEREIN WHICH WAS DONE UNDER MY DIRECT CONTROL AND SUPERVISION AND THAT, TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND TO THE BEST OF MY BELIEF, CONFORMS TO THE REQUIREMENTS OF THE GULF SHORES SUBDIVISION REGULATIONS AND TO ALL OTHER RULES, REGULATIONS, LAWS AND ORDINANCES APPLICABLE TO MY DESIGN.

DATED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

PERRY C. JINRIGHT, P.E.  
ALA. LIC. NO. 25748

**CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION OF THE CITY OF GULF SHORES, ALABAMA**

APPROVED BY THE CITY OF GULF SHORES PLANNING COMMISSION. BY APPROVAL THIS SUBDIVISION PLAT THE PLANNING COMMISSION OF THE CITY OF GULF SHORES ASSUMES NO RESPONSIBILITY FOR SURVEY ERRORS OR FOR DEFECTS OR DEFICIENCIES IN THE TITLE TO THE PROPERTY AFFECTED BY THE PLAT, AND ANY SUCH RESPONSIBILITY IS HEREBY AFFIRMATIVELY DISCLAIMED.

67-05-22-2-001-021.000  
James M. and Ramona B. Plash  
3805 North Skyland Court  
Mobile, Alabama 36689  
Zoned R1-A

CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_

**CERTIFICATE OF APPROVAL BY THE COORDINATOR OF COMMUNITY DEVELOPMENT OF GULF SHORES, ALABAMA**

APPROVED BY THE COORDINATOR OF COMMUNITY DEVELOPMENT OF GULF SHORES. BY APPROVAL THIS SUBDIVISION PLAT THE PLANNING COMMISSION OF THE CITY OF GULF SHORES ASSUMES NO RESPONSIBILITY FOR SURVEY ERRORS OR FOR DEFECTS OR DEFICIENCIES IN THE TITLE TO THE PROPERTY AFFECTED BY THE PLAT, AND ANY SUCH RESPONSIBILITY IS HEREBY AFFIRMATIVELY DISCLAIMED.

DATE: \_\_\_\_\_

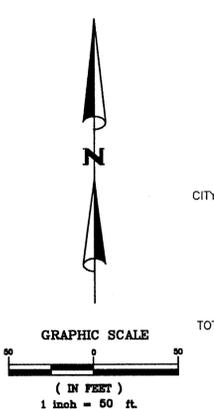
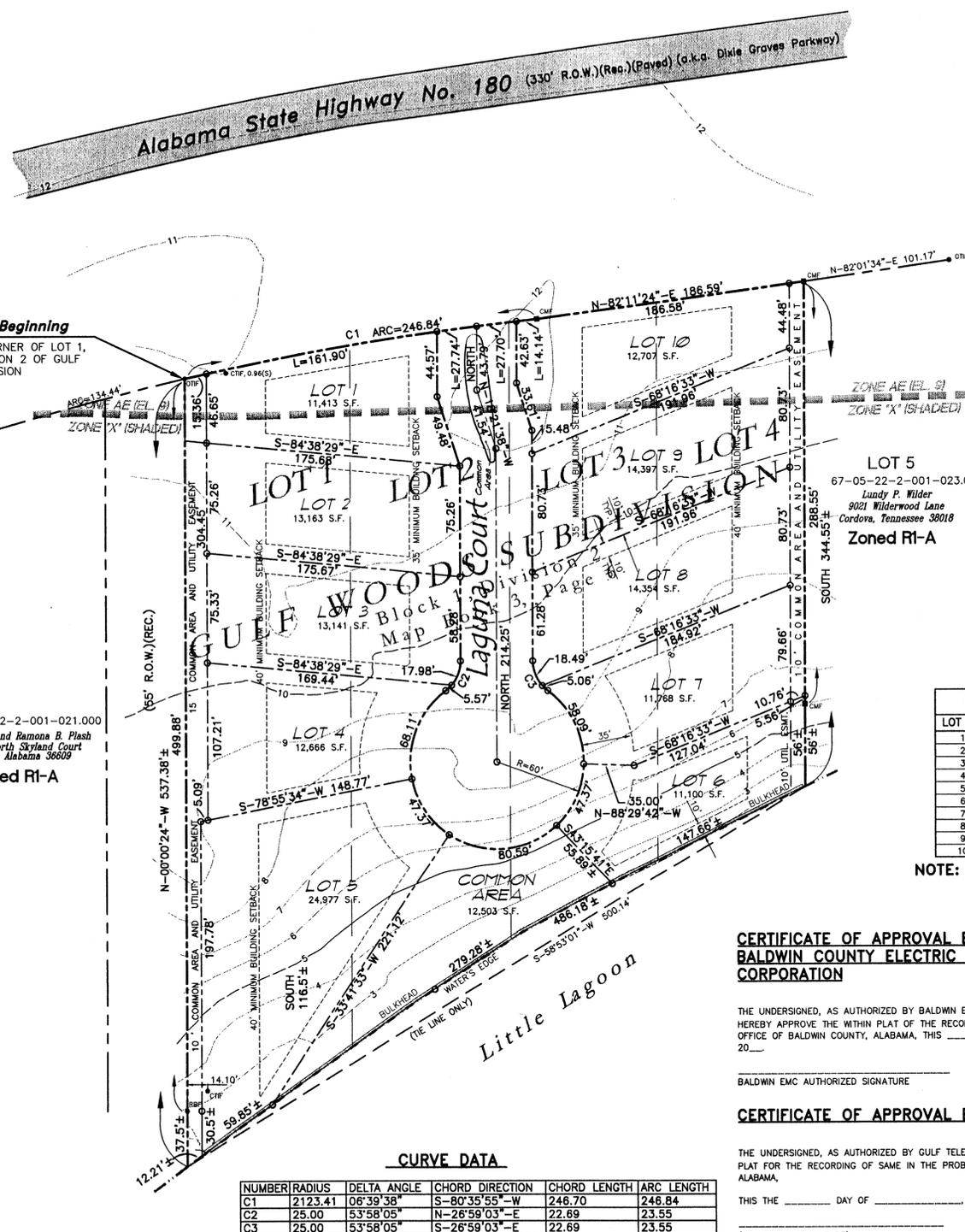
**CERTIFICATION BY GULF SHORES UTILITY**

THE UTILITIES BOARD OF THE CITY OF GULF SHORES HEREBY CERTIFIES THAT POTABLE WATER SERVICE AND SANITARY SEWER SERVICE IS AVAILABLE TO THE PROPERTY DESCRIBED BY THIS PLAT WITH THE FOLLOWING STIPULATIONS:

GULF SHORES UTILITIES MAKES NO STATEMENT REGARDING AND ASSUMES NO RESPONSIBILITY FOR ANY PARTICULAR OF THIS PLAT NOT ASSOCIATED WITH PROVISION OF POTABLE WATER AND/OR SANITARY SEWER SERVICE AND HEREBY AFFIRMATIVELY DISCLAIMS ANY SUCH RESPONSIBILITY.

MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

# Laguna Dunes Subdivision



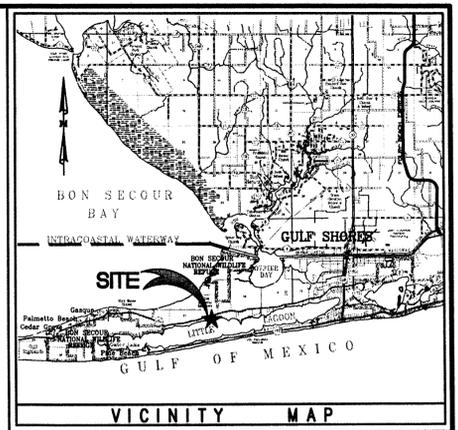
**OWNER**  
FIRST CHOICE INVESTMENTS, LLC  
949 GREEN KNOLL DRIVE  
Dacula, Georgia 30019

**SURVEYOR**  
JOHNNY E. HOLLEY  
ALA. LIC. NO. 23660

**CURRENT ZONING**  
ZONED R1-A ACCORDING TO THE CITY OF GULF SHORES' PLANNING AND ZONING COMMISSION'S ZONING ORDINANCES

**SITE DATA**  
TOTAL ACREAGE 4.26± ACRES  
COMMON AREA 23,304 S.F.  
SMALLEST LOT SIZE 11,100 S.F.  
TOTAL LOTS 10  
TOTAL LINEAR FEET OF STREETS 359.58 L.F.

**BUILDING SETBACKS**  
FRONT BUILDING SETBACK = 35'  
REAR BUILDING SETBACK = 40'  
SIDE YARD BUILDING SETBACK = 10'



**SURVEYOR'S CERTIFICATE AND DESCRIPTION OF LAND PLATTED**

STATE OF ALABAMA  
COUNTY OF BALDWIN  
CITY OF GULF SHORES

I, JOHNNY E. HOLLEY, A LICENSED SURVEYOR OF BALDWIN COUNTY, ALABAMA HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY OF THE EASTERN SHORE CENTRE I, LLC, A CORPORATION, SITUATED IN BALDWIN COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:

LOTS 1, 2, 3, AND 4, BLOCK 1, DIVISION 2, OF GULF WOODS SUBDIVISION, GULF SHORES, ALABAMA, AS RECORDED IN MAP BOOK 3, PAGE 6, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, DIVISION 2 OF GULF WOODS SUBDIVISION, AS RECORDED IN MAP BOOK 3, PAGE 6, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTHEASTERLY ALONG THE SOUTH RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 180 AND A CURVE TO THE RIGHT HAVING A RADIUS OF 2123.41 FEET, A DELTA ANGLE OF 06°39'38", A CHORD OF WHICH BEARS N-80°35'55"-E, A DISTANCE OF 246.70 FEET, AND AN ARC DISTANCE OF 246.84 FEET TO A POINT; THENCE RUN N-82°11'24"-E ALONG SAID SOUTH RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 180, A DISTANCE OF 186.58 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF LOT 4, BLOCK 1, DIVISION 2, OF GULF WOODS SUBDIVISION; THENCE RUN SOUTH LEAVING SAID SOUTH RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 180, A DISTANCE OF 344.55 FEET MORE OR LESS TO A POINT ON THE NORTH MARGIN OF LITTLE LAGOON; THENCE RUN SOUTHWESTERLY ALONG SAID NORTH MARGIN OF LITTLE LAGOON, A DISTANCE OF 486.18 FEET MORE OR LESS TO A POINT, SAID POINT BEING S-58°53'01"-W, A DISTANCE OF 500.14 FEET FROM THE LAST POINT OF CALL; THENCE RUN N-00°00'24"-W LEAVING THE NORTH MARGIN OF LITTLE LAGOON, A DISTANCE OF 537.39 FEET MORE OR LESS TO A POINT ON SAID SOUTH RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 180 AND THE POINT OF BEGINNING; CONTAINING 4.26 ACRES MORE OR LESS, AND LYING IN SECTION 22, TOWNSHIP 9 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA.

AND THAT THE PLAT OR MAP CONTAINED HEREON IS A TRUE AND CORRECT MAP SHOWING THE SUBDIVISION INTO WHICH THE PROPERTY DESCRIBED IS DIVIDED GIVING THE LENGTH AND BEARINGS OF THE BOUNDARIES OF EACH LOT AND EASEMENT AND ITS NUMBER AND SHOWING THE STREETS, ALLEYS AND PUBLIC GROUNDS AND GIVING THE BEARINGS, LENGTH, WIDTH AND NAMES OF THE STREETS, SAID MAP FURTHER SHOWS THE RELATION OF THE LAND SO PLATTED TO THE GOVERNMENT SURVEY, AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT POINTS MARKED THUS (O) AS HEREON SHOWN.

I STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

JOHNNY E. HOLLEY, P.L.S.  
ALABAMA LICENSE NO. 23660

- LEGEND**
- OTIF OPEN TOP IRON FOUND
  - CTIF CRIMP TOP IRON FOUND
  - CRF CAPPED REBAR FOUND
  - RF REBAR FOUND
  - RRS RAILROAD SPIKE FOUND
  - C.R.S. CAPPED REBAR SET
  - CMF CONCRETE MONUMENT FOUND
  - CMS CONCRETE MONUMENT SET
  - RIGHT-OF-WAY
  - PROPERTY LINE
  - FLOOD ZONE

**LOT GROUND ELEVATION**

LOT NO.	MINIMUM ELEV.	MAXIMUM ELEV.
1	11	12
2	11	12
3	10	11
4	8	10
5	5	8
6	5	7
7	7	8
8	8	10
9	10	11
10	11	12

NOTE: THE MINIMUM AND MAXIMUM ELEVATIONS REPRESENTED IN THIS CHART ARE FOR FINISH GRADING PURPOSES.

**CERTIFICATE OF APPROVAL BY BALDWIN COUNTY ELECTRIC MEMBERSHIP CORPORATION**

THE UNDERSIGNED, AS AUTHORIZED BY BALDWIN ELECTRIC MEMBERSHIP CORPORATION HEREBY APPROVE THE WITHIN PLAT OF THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

BALDWIN EMC AUTHORIZED SIGNATURE \_\_\_\_\_

**CERTIFICATE OF APPROVAL BY GULF TELEPHONE**

THE UNDERSIGNED, AS AUTHORIZED BY GULF TELEPHONE HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

(AUTHORIZED SIGNATURE) \_\_\_\_\_

**GENERAL SURVEYORS NOTES:**

- SOURCES OF INFORMATION USED TO FACILITATE THIS SURVEY WERE PREVIOUS SURVEYS BY THIS FIRM, SURVEYS BY OTHER FIRMS AND INFORMATION FURNISHED BY CLIENT. NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY THIS FIRM. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAYS, OR OTHER INSTRUMENTS OF RECORD WHICH COULD AFFECT THE BOUNDARIES OF THIS PROPERTY THAT WERE NOT FURNISHED AT TIME OF SURVEY.
- ALL BEARINGS ARE BASED ON THE EAST LINE OF LOT 4, GULF WOODS SUBDIVISION, BLOCK 1, DIVISION 2, AS RECORDED IN MAP BOOK 3, PAGE 6, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, SAID BEARING BEING N-00°00'00"-E.
- I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION MAP, COMMUNITY PANEL NO. 01003C0926 K, REVISED JUNE 17, 2002, AND HAVE FOUND THAT THE DESCRIBED PROPERTY IS LOCATED IN ZONE AE (EL. 9), BASE FLOOD ELEVATIONS DETERMINED AND ZONE X (SHADED), AREAS OF 500-YEAR FLOOD, AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
- FIELD WORK FOR THIS SURVEY WAS PERFORMED MAY 11, 2004.
- ANY FLOOD ZONES GIVEN OR SHOWN ON THE FACE OF THIS DRAWING ARE SCALED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE MAPS (SCALED ONLY).
- ONE FOOT CONTOURS ARE BASED ON USGS 1988 DATUM REFERENCED TO 2-83 REFERENCE BENCH MARK FOUND ON THE NORTH SIDE OF U.S. HIGHWAY 180, 2.6 MILES WEST OF U.S. HIGHWAY 59, ELEVATION = 13.08.

JUDGE OF PROBATE  
STICKER

NOT FOR FINAL RECORDING

**PRELIMINARY PLAT  
Laguna Dunes Subdivision**

**GULF LAND INVESTMENTS, LLC**

SCALE 1" = 50'	DATE JULY 2004	DRAWN BY JMW	DESIGNED BY	SHEET 1 OF 1
-------------------	-------------------	-----------------	-------------	-----------------

NO.	REVISION	DATE	ENGR.



**HUTCHINSON, MOORE & RAUCH, LLC**  
111 WEST MYRTLE AVE., SUITE 1  
POST OFFICE BOX 1872  
FOLEY, ALABAMA 36536

ENGINEERS • SURVEYORS  
LAND PLANNERS

TEL (251) 970-2422  
FAX (251) 970-2425  
hmrfoley@gulftel.com



SECTION 22, TOWNSHIP 9 SOUTH, RANGE 3 EAST  
See also R.O.W. Improvements & Fees # 297



SMALL TOWN, BIG BEACH™

**DATE:** 03/29/2016

**ISSUE:** Bon Secour Village Streets Acceptance

**RECOMMENDATION:** Acceptance of Bon Secour Village rights-of-way improvements as shown in the attached drawing known as Bienville Avenue, Arcadia Street, Serigny Street, Chastain Street and Orleans Street, excluding utilities, brick paver sidewalks, custom street lights, alleyways and common areas.

**BACKGROUND:** Public Works has recently re-inspected the rights-of-way improvements and found them to be in satisfactory condition. The development had previously been in foreclosure and had fallen into a state of disrepair. A new owner purchased the subdivision and invested \$200,000 to address all of the outstanding deficiencies within the development. The new owner remitted a replenishable, cash maintenance surety in the amount of \$20,000.00 to cover any repairs costs for two years from the time of acceptance. Currently there are 8 homes within 108 lot subdivision.

**PREVIOUS COUNCIL ACTION:** None

**BUDGET IMPLICATIONS:** Ongoing maintenance cost of this additional infrastructure will need be included in our 2017 operations budget.

**RELATED ISSUES:** None

**ATTACHMENTS:**

- Request Letter from Owner
- Engineer's Estimate of Fixed Assets
- Overall Site Plan
- Maintenance Surety

**DEPARTMENT:** Public Works General Services

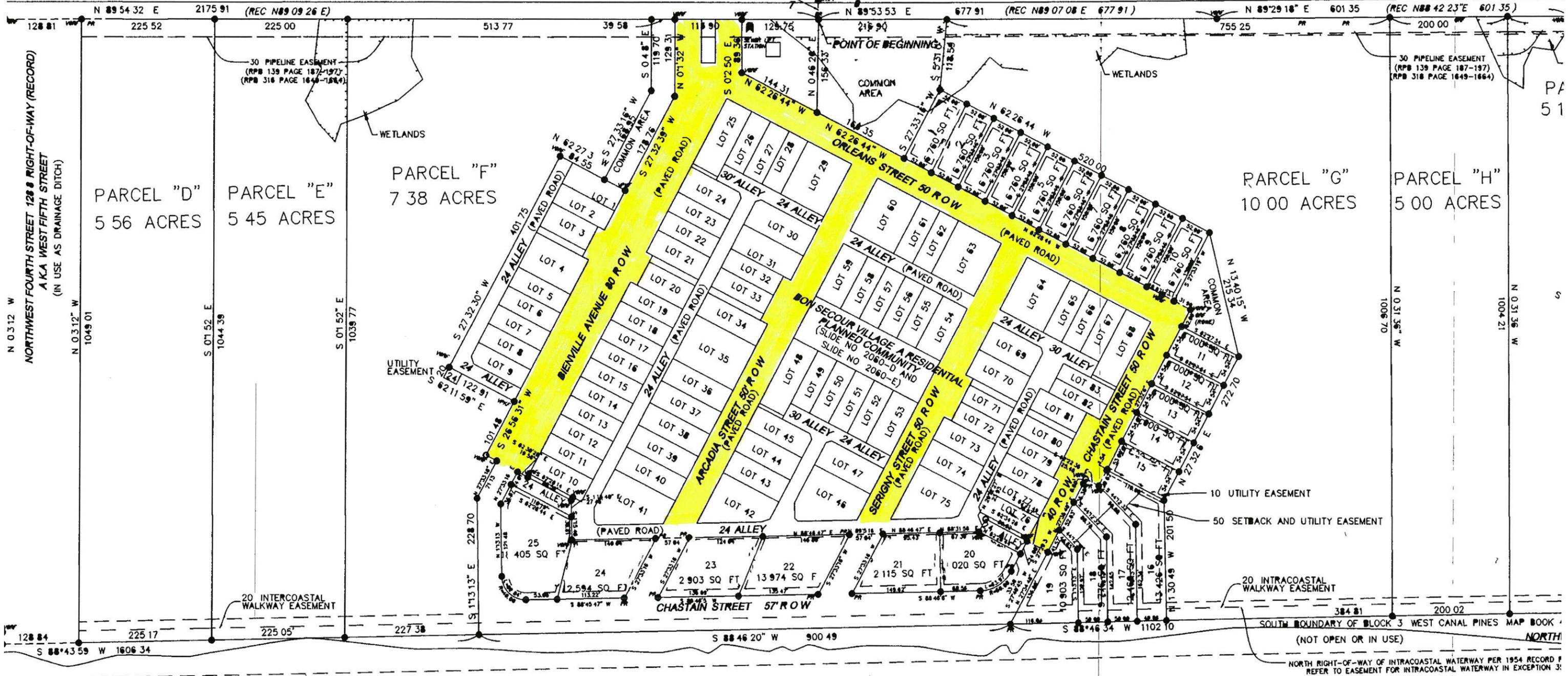
**STAFF CONTACT:** Mark Acreman

CHARTER LANDING INC  
P O BOX 1569  
ORANGE BEACH AL 36561

POINT OF COMMENCEMENT  
NORTHWEST CORNER OF SECTION 8,  
TOWNSHIP 9 SOUTH RANGE 4 EAST

RIGHT-OF-WAY UNKNOWN - APPEARS AS 100 OR 80' WIDE IN  
BALDWIN COUNTY HIGHWAY NO 4 A.K.A. GARBAGE DUMP ROAD  
(PAVED ROAD)

RIGHT-OF-WAY UNKNOWN - APPEARS AS 100 OR 80' WIDE IN VARIOUS DOCUMENTS



N 0 3 1 2 W  
NORTHWEST FOURTH STREET 128' RIGHT-OF-WAY (RECORD)  
A.K.A. WEST FIFTH STREET  
(IN USE AS DRAINAGE DITCH)

PARCEL "D"  
5.56 ACRES

PARCEL "E"  
5.45 ACRES

PARCEL "F"  
7.38 ACRES

PARCEL "G"  
10.00 ACRES

PARCEL "H"  
5.00 ACRES

PA  
51

NORTH  
NORTH RIGHT-OF-WAY OF INTRACOASTAL WATERWAY PER 1954 RECORD #  
REFER TO EASEMENT FOR INTRACOASTAL WATERWAY IN EXCEPTION 3:



## OWNERS' ASSOCIATION

November 19, 2015

Mr. Mark Acreman  
Public Works Director  
P.O. Box 299  
1905 West 1<sup>st</sup> Street  
Gulf Shores, AL 36547  
Via Email: [macreman@gulfshoresal.gov](mailto:macreman@gulfshoresal.gov)

Re: Retreat at Bon Secour

Dear Mr. Acreman:

On behalf of The Retreat At Bon Secour Owners' Association, Inc., please let this letter serve as a formal request for the City of Gulf Shores to consider acceptance of the maintenance of the streets and other applicable infrastructure within the public right-of-ways of the above referenced subdivision. All of the work requested of us via discussions between the City and Mr. Nathan Cox (majority lot owner in the community) have been completed.

Should you require any further information regarding the subdivision, please let me know and I will provide you with it.

I remain available to answer any questions you may have concerning this matter.

Best regards,

Will Lowery  
President  
Retreat At Bon Secour Owners Association, Inc.

**BON SECOUR VILLAGE PHASE 1A  
ENGINEERS ESTIMATE**

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	AMOUNT
<b>GRADING &amp; DRAINAGE</b>					
107.00	18" REINFORDCED CONCRETE PIPE - CLASS 3	LF	1840	\$ 34.00	\$ 62,560.00
108.00	24" REINFORCED CONCRETE PIPE, CLASS 3	LF	612	\$ 54.00	\$ 33,048.00
109.00	30" REINFORCED CONCRETE PIPE, CLASS 4	LF	898	\$ 83.00	\$ 74,534.00
112.00	NEENAH 3290-R INLET	EACH	29	\$ 4,200.00	\$ 121,800.00
113.00	CONCRETE SLOPE PAVED HEAD WALL (SINGLE)	EACH	2	\$ 600.00	\$ 1,200.00
114.00	SOLID SOD	SY	6550	\$ 5.00	\$ 32,750.00
	<b>TOTAL FOR GRADING &amp; DRAINAGE</b>				<b>\$ 325,892.00</b>
<b>ROADWAYS</b>					
200.00	GRANULAR SAND SUB-BASE, 18" THICK	SY	10250	\$ 6.50	\$ 66,625.00
201.00	TYPE "D" STAND UP CURB w/o GUTTER	LF	8140	\$ 15.00	\$ 122,100.00
203.00	SAND / CLAY BASE MATERIAL, 8" THICK	SY	10250	\$ 4.50	\$ 46,125.00
204.00	PRIME COAT	SY	10250	\$ 1.00	\$ 10,250.00
205.00	BITUMINOUS CONCRETE WEARING SURFACE, ALDOT	SY	10250	\$ 8.00	\$ 82,000.00
207.00	SPEED LIMIT SIGN	EACH	1	\$ 300.00	\$ 300.00
208.00	STOP SIGNS w/ STREET NAME SIGN	EACH	7	\$ 400.00	\$ 2,800.00
	<b>TOTAL FOR ROADWAY</b>				<b>\$ 330,200.00</b>
	<b>GRAND TOTAL</b>				<b>\$ 656,092.00</b>

**Cash Maintenance Bond**  
**Provided to the City of Gulf Shores**  
**By**  
**FORTUNA INVESTMENTS, L.L.C.**  
**32128 Broken Branch Circle**  
**Spanish Fort, Alabama 36527**  
**(251) 621-1887**  
City of Gulf Shores, Alabama  
P. O. Box 299  
Gulf Shores, AL 36547

Date: February 22, 2016

Currency/Amount: US Dollars **\$20,000.00**

Issue Date: \_\_\_\_\_

Expiry Date: \_\_\_\_\_ (NLT 2 years)

Dear Mr. Acreman:

To ensure repairs of damages which may occur to the streets, sidewalks, or other items in the rights-of-way in Bon Secour Village, we hereby remit to the City of Gulf Shores (hereafter referred to as the City) in your favor our maintenance bond in the form of a cash payment. The City agrees that, except in the case of an emergency, the City will give Fortuna Investments, L.L.C. (also known as "Developer") advance written notice of any repair work for which the City intends to draw from this bond. Email to [ncox@battleplancapital.com](mailto:ncox@battleplancapital.com) and [andy@preble-rish.com](mailto:andy@preble-rish.com) is sufficient means of notice.

The City will provide to Developer written notification if it intends to draw upon the cash maintenance bond with a statement signed by an authorized representative reading: "We hereby certify that the amount drawn hereunder represents funds due us as result of the City's need to repair damages which may occur to the streets, sidewalks, or other items in the rights-of-way in Bon Secour Village within two years of the time of acceptance for maintenance."

Partial Drawings are allowed. **Should the City draw any funds pursuant to this bond, Developer will, not later than 30 days after such draw, deliver to the City such drawn amount in order to restore the cash balance to \$20,000.00.**

We hereby agree with you that all drafts drawn under and in strict compliance with the terms and conditions of this cash maintenance bond will be honored upon presentation to FORTUNA INVESTMENTS, L.L.C.

Any cash not drawn at the expiry date shall be returned to Developer. Developer's responsibility for any required repairs is limited to this bond.

---

NATHAN L. COX, Manager



SMALL TOWN, BIG BEACH™

**DATE:** 03/02/2016

**ISSUE:** Islandwood Subdivision Phase II & III Streets Acceptance

**RECOMMENDATION:** Acceptance of Islandwood Subdivision Phase II & III rights-of-way improvements, known as Trevino Drive, Wedgewood Drive, Lopez Court and Hogan Drive excluding utilities and common areas.

**BACKGROUND:** Public Works has recently re-inspected the rights-of-way improvements and found them to be in satisfactory condition. The development had previously been in foreclosure and had fallen into a state of disrepair. A new owner purchased the subdivision and invested \$50,000 to address all of the outstanding deficiencies within the development. The new owner remitted a replenishable, cash maintenance surety in the amount of \$20,000.00 to cover any repairs costs for two years from the time of acceptance. Currently there are no homes within 85 lot subdivision.

**PREVIOUS COUNCIL ACTION:** None

**BUDGET IMPLICATIONS:** Ongoing maintenance cost of this additional infrastructure will be included in our 2017 operations budget.

**RELATED ISSUES:** None

**ATTACHMENTS:**

- Request Letter from Owner
- Engineer's Estimate of Fixed Assets
- Overall Site Plan
- Maintenance Surety

**DEPARTMENT:** Public Works General Services

**STAFF CONTACT:** Mark Acreman

March 21, 2016

Mr. Mark Acreman  
Public Works Director  
P.O. Box 299  
1905 West 1<sup>st</sup> Street  
Gulf Shores, AL 36547  
Via Email: [macreman@gulfshoresal.gov](mailto:macreman@gulfshoresal.gov)

Re: IslandWood Phase 2

Dear Mr. Acreman:

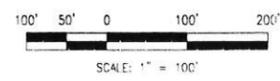
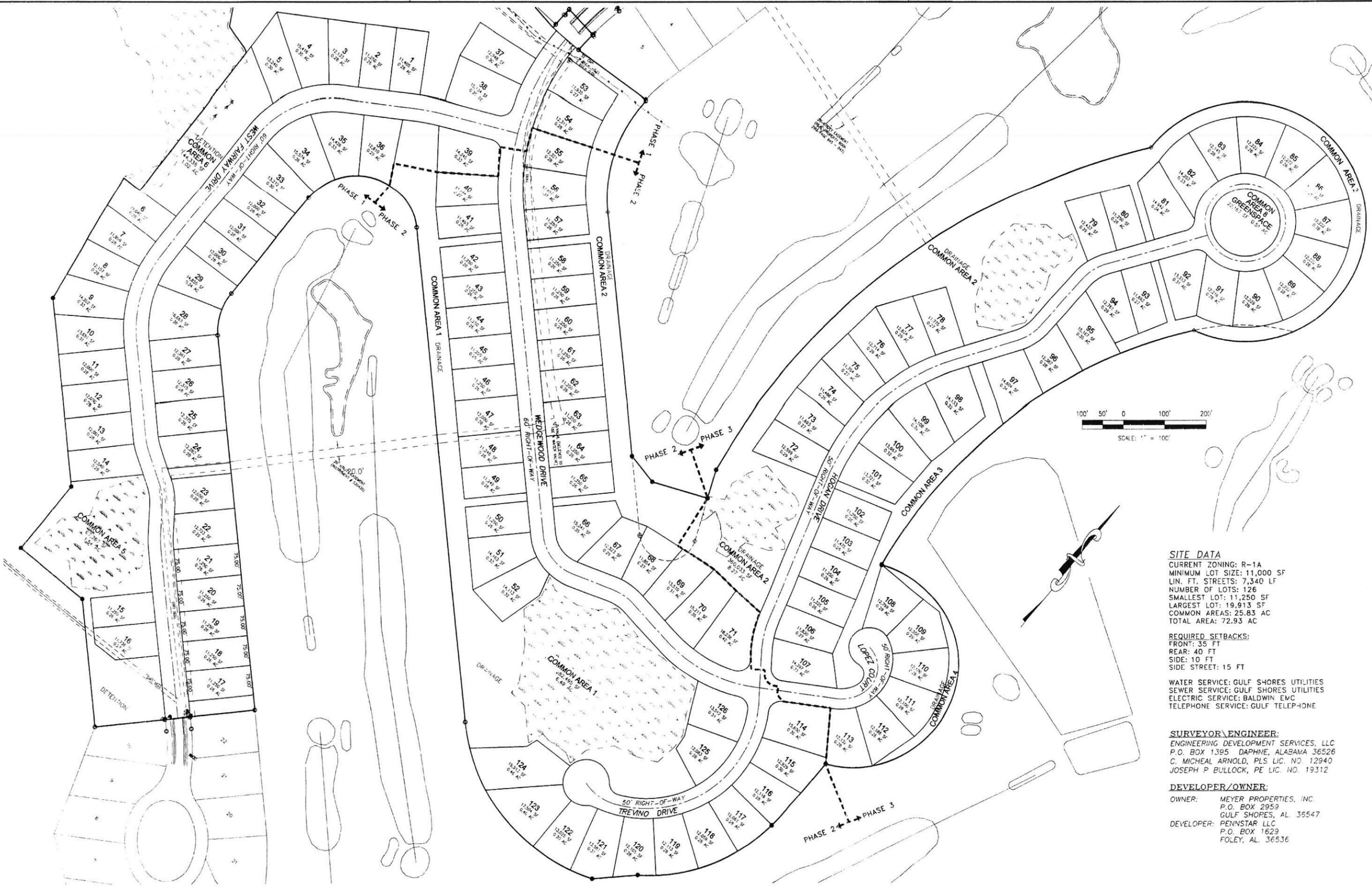
Please let this letter serve as a formal request for the City of Gulf Shores to accept ownership and maintenance responsibilities of the streets, rights-of-way and other applicable infrastructure of the above referenced subdivision. It is my understanding that Dave Barton has inspected and approved the required work that was completed in order for the city to take over said streets.

Should you require any further information or have any other questions regarding the subdivision, please let me know and I will be happy to assist.

Best regards,



Nathan L. Cox  
Manager, Fortuna Investments LLC (Majority Lot Owner)



**SITE DATA**

CURRENT ZONING: R-1A  
 MINIMUM LOT SIZE: 11,000 SF  
 LIN. FT. STREETS: 7,340 LF  
 NUMBER OF LOTS: 126  
 SMALLEST LOT: 19,913 SF  
 LARGEST LOT: 25,813 SF  
 COMMON AREAS: 25.83 AC  
 TOTAL AREA: 72.93 AC

**REQUIRED SETBACKS:**

FRONT: 35 FT  
 REAR: 40 FT  
 SIDE: 10 FT  
 SIDE STREET: 15 FT

WATER SERVICE: GULF SHORES UTILITIES  
 SEWER SERVICE: GULF SHORES UTILITIES  
 ELECTRIC SERVICE: BALDWIN EMC  
 TELEPHONE SERVICE: GULF TELEPHONE

**SURVEYOR/ENGINEER:**

ENGINEERING DEVELOPMENT SERVICES, LLC  
 P.O. BOX 1395 DAPHNE, ALABAMA 36526  
 C. MICHAEL ARNOLD, PLS LIC. NO. 12940  
 JOSEPH P. BULLOCK, PE LIC. NO. 19312

**DEVELOPER/OWNER:**

OWNER: MEYER PROPERTIES, INC.  
 P.O. BOX 2959  
 GULF SHORES, AL. 36547  
 DEVELOPER: PENNSTAR LLC  
 P.O. BOX 1629  
 FOLEY, AL. 36536

**ENGINEERING DEVELOPMENT SERVICES, L.L.C.**  
 Engineering • Planning • Surveying • Construction Management  
 27154 Pollard Road • Daphne, Alabama 36526  
 P.O. Box 1395 • Daphne, Alabama 36526  
 (251) 626-2122 • Fax (251) 626-6259

DESIGN	R.W.P.	APPROVED	SEAL
DRAWN	R.W.P.		
ENG	R.W.P.	APPROVED	
PROJ MGR	J.P.B.		
CHECK	J.P.B.	DATE	

**ISLANDWOOD  
 OVERALL LAYOUT**

SCALE	1"=100'
PROJ. NO.	020721
DWG. NO.	OVERALL.DWG
SHEET	5 OF 31

REVISION	DATE	ENG.	DATE	ISSUED FOR

**Cash Maintenance Bond**  
**Provided to the City of Gulf Shores**  
**By**  
**FORTUNA INVESTMENTS, L.L.C.**  
**32128 Broken Branch Circle**  
**Spanish Fort, Alabama 36527**  
**(251) 621-1887**  
City of Gulf Shores, Alabama  
P. O. Box 299  
Gulf Shores, AL 36547

Date: February 22, 2016

Currency/Amount: US Dollars **\$20,000.00**

Issue Date: \_\_\_\_\_

Expiry Date: \_\_\_\_\_ (NLT 2 years)

Dear Mr. Acreman:

To ensure repairs of damages which may occur to the streets, sidewalks, or other items in the rights-of-way in Phase 2 of Islandwood Subdivision, we hereby remit to the City of Gulf Shores (hereafter referred to as the City) in your favor our maintenance bond in the form of a cash payment. The City agrees that, except in the case of an emergency, the City will give Fortuna Investments, L.L.C. (also known as "Developer") advance written notice of any repair work for which the City intends to draw from this bond. Email to [ncox@battleplancapital.com](mailto:ncox@battleplancapital.com) and [andy@preble-rish.com](mailto:andy@preble-rish.com) is sufficient means of notice.

The City will provide to Developer written notification if it intends to draw upon the cash maintenance bond with a statement signed by an authorized representative reading: "We hereby certify that the amount drawn hereunder represents funds due us as result of the City's need to repair damages which may occur to the streets, sidewalks, or other items in the rights-of-way in Phase 2 of Islandwood Subdivision within two years of the time of acceptance for maintenance."

Partial Drawings are allowed. **Should the City draw any funds pursuant to this bond, Developer will, not later than 30 days after such draw, deliver to the City such drawn amount in order to restore the cash balance to \$20,000.00.**

We hereby agree with you that all drafts drawn under and in strict compliance with the terms and conditions of this cash maintenance bond will be honored upon presentation to FORTUNA INVESTMENTS, L.L.C.

Any cash not drawn at the expiry date shall be returned to Developer. Developer's responsibility for any required repairs is limited to this bond.

---

NATHAN L. COX, Manager

**ISLANDWOOD SUBDIVISION PHASE 2 ENGINEERS ESTIMATE**

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	AMOUNT
<b>GRADING &amp; DRAINAGE</b>					
107.00	18" REINFORCED CONCRETE PIPE - CLASS 3	LF	26	\$ 34.00	\$ 884.00
108.00	24" REINFORCED CONCRETE PIPE, CLASS 3	LF	97	\$ 54.00	\$ 5,238.00
109.00	18" HDPE, W/WATER TIGHT GASKETS	LF	286	\$ 25.00	\$ 7,150.00
110.00	24" HDPE, W/ WATER TIGHT GASKETS	LF	18	\$ 30.00	\$ 540.00
111.00	CONCRETE FLUME WITH HEADWALL	EACH	2	\$ 1,250.00	\$ 2,500.00
112.00	TYPE S-2 INLETS	EACH	5	\$ 3,500.00	\$ 17,500.00
113.00	CONCRETE FLUME	EACH	7	\$ 800.00	\$ 5,600.00
115.00	CONCRETE SLOPE PAVED ENDWALL (SINGLE)	EACH	3	\$ 600.00	\$ 1,800.00
119.00	SOLID SOD	SY	1700	\$ 5.00	\$ 8,500.00
	<b>TOTAL FOR GRADING &amp; DRAINAGE</b>				<b>\$ 49,712.00</b>
<b>ROADWAYS</b>					
200.00	GRANULAR SAND SUB-BASE, 18" THICK	SY	15000	\$ 6.50	\$ 97,500.00
201.00	TYPE "A" 2'-6" CONCRETE VALLEY GUTTER	LF	10050	\$ 15.00	\$ 150,750.00
202.00	TYPE "E" CONCRETE CURB AND GUTTER	LF	550	\$ 11.00	\$ 6,050.00
203.00	SAND / CLAY BASE MATERIAL, 8" THICK	SY	11800	\$ 4.50	\$ 53,100.00
204.00	PRIME COAT	SY	11800	\$ 1.00	\$ 11,800.00
205.00	BITUMINOUS CONCRETE WEARING SURFACE, ALDOT	SY	11800	\$ 8.00	\$ 94,400.00
206.00	5' SIDEWALK	LF	10050	\$ 17.00	\$ 170,850.00
207.00	STREET SIGNS	EACH	4	\$ 300.00	\$ 1,200.00
208.00	STOP SIGNS	EACH	2	\$ 300.00	\$ 600.00
	<b>TOTAL FOR ROADWAY</b>				<b>\$ 586,250.00</b>
	<b>GRAND TOTAL</b>				<b>\$ 635,962.00</b>



SMALL TOWN, BIG BEACH™

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

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

DATE: 4/4/16  
ORGANIZATION/SPONSOR: Gulf Coast Event Group, Inc  
ADDRESS: 1100 Shoreline Dr #215 Gulf Breeze FL 32561  
AGENT OR REPRESENTATIVE: Adam Guess  
TELEPHONE NUMBER: ( ) \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

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

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

- a) Purpose of the Public Assembly: 13.1 mile (Half Marathon) Foot Race
- b) Dates of the Assembly: Sat. Feb 11, 2017
- c) Time of the Assembly: from 7:00am to 11:00am
- d) Estimated number of Participants/Attendees: 500
- e) Estimated number of Vendors: 0
- f) Location of Assembly (legal description of property if known):
  - i. 200 E 25th Ave. Gulf Shores AL 36524 (Lulu's)
  - ii. \_\_\_\_\_
- g) Owner of Property: City owned streets

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

...will read to use City employees for any part of the preparation and clean-up ... a separate agreement with the City will be required before issuance of the

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

...detailed explanation, including drawings and diagrams ... of the prospective plan of the Permittee to provide for the ... as appropriate

- Police and fire personnel (designate on-site security)
- Sanitation facilities (designate location and utility)
- Food and water supply and facilities
- Restroom and sanitary facilities (specify number of portable restrooms to be furnished)
- Medical facilities and services including emergency services
- First aid kit
- Provide adequate lighting facilities if the purpose of the assembly is to be held at night and more parking facilities than are available at the location of the assembly
- Specify the location of all public places showing where the assembly will be held and a letter from the appropriate authority granting approval for such use
- Provide adequate first aid facilities
- Provide adequate restrooms
- Provide adequate lighting facilities
- Provide adequate parking facilities
- Provide adequate signage placement (max. 6' shown on diagram)
- Provide adequate zoning (Zoning Ordinance)
- Provide adequate signage (Chapter 15, Article XVI, Signs) and
- Provide adequate signage (Creative and Cultural Affairs)
- Provide adequate signage (prior to the issuance of the Permit)
- Provide adequate signage (Statement)
- Provide adequate signage (clean-up and waste disposal)
- Provide adequate signage (within 24 hours after the event)
- Provide adequate signage (as required by ordinance)



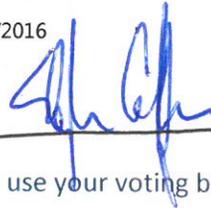
## Emily Tidwell

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**From:** Emily Tidwell  
**Sent:** Tuesday, April 12, 2016 11:36 AM  
**To:** Edward J. Delmore; Hartly Brokenshaw; Andy Bauer; Mark Acreman; Brandan Franklin; Grant Brown  
**Cc:** Wanda Parris; Alicia Talley; Matt Young  
**Subject:** Assembly Permit 13.1 Miles  
**Attachments:** SKM\_C224e16041211271.pdf

Tracking:	Recipient	Delivery	Read	Response
	Edward J. Delmore	Delivered: 4/12/2016 11:36 AM	Read: 4/12/2016 11:47 AM	<i>Verbal Approval to Alicia</i>
	Hartly Brokenshaw	Delivered: 4/12/2016 11:36 AM	Read: 4/12/2016 2:23 PM	Approve: 4/12/2016 2:24 PM
	Andy Bauer	Delivered: 4/12/2016 11:36 AM	Read: 4/12/2016 11:49 AM	Approve: 4/12/2016 11:50 AM
	Mark Acreman	Delivered: 4/12/2016 11:36 AM	Read: 4/12/2016 2:10 PM	Approve: 4/12/2016 2:11 PM
	Brandan Franklin	Delivered: 4/12/2016 11:36 AM	Read: 4/12/2016 1:21 PM	Approve: 4/12/2016 1:21 PM
	Grant Brown	Delivered: 4/12/2016 11:36 AM		Approve: 4/12/2016 12:33 PM
	Wanda Parris	Delivered: 4/12/2016 11:36 AM	Read: 4/12/2016 11:38 AM	Approve: 4/12/2016 11:38 AM
	Alicia Talley	Delivered: 4/12/2016 11:36 AM	Read: 4/12/2016 11:48 AM	Approve: 4/12/2016 11:48 AM
	Matt Young	Delivered: 4/12/2016 11:36 AM		

City Administrator



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Please see the attached Assembly Permit for a half marathon. Please use your voting buttons to Approve/Reject. Thank you!

Emily ☺

### Emily Tidwell

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

Phone (251) 968.1126  
Fax (251) 968.4459



Show elevation with grades

**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: 04/11/2016

ORGANIZATION/SPONSOR City of Gulf Shores / Gulf Shores & Orange Beach Tourism

ADDRESS PO Box 299

AGENT OR REPRESENTATIVE Grant Brown / Beth Gendler

TELEPHONE NUMBER (home) \_\_\_\_\_ (business) 251-968-1848

Email ADDRESS gbrown@gulfshoresal.gov

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: NCAA Beach Volleyball  
National Championship
- b. Dates of the Assembly: May 5-8, 2016 -- Setup will begin May 2nd
- c. Time of the Assembly: from 6AM to 7PM
- d. Estimated number of Participants/Attendees: 2000
- e. Estimated number of Vendors: 8
- f. Location of Assembly (legal description of property if known): City of Gulf Shores Public Beach at Gulf Place
- g. Owner of Property: City of Gulf Shores

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

- h. If applicant will need to use City employees for any part of the preparation and clean-up of the site, a separate agreement with the City will be required before issuance of the Permit.
- i. Applicant shall guarantee payment of business licenses and sales tax, if applicable to function.
- 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.

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: \_\_\_\_\_

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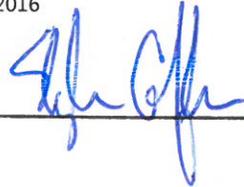
## Emily Tidwell

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**From:** Emily Tidwell  
**Sent:** Tuesday, April 12, 2016 11:34 AM  
**To:** Edward J. Delmore; Hartly Brokenshaw; Andy Bauer; Mark Acreman; Brandan Franklin; Grant Brown  
**Cc:** Wanda Parris; Alicia Talley; Matt Young  
**Subject:** NCAA Volleyball  
**Attachments:** SKM\_C224e16041211270.pdf

Tracking:	Recipient	Delivery	Read	Response
	Edward J. Delmore	Delivered: 4/12/2016 11:34 AM	Read: 4/12/2016 11:48 AM	verbal Approval to Alicia
	Hartly Brokenshaw	Delivered: 4/12/2016 11:34 AM	Read: 4/12/2016 2:19 PM	Approve: 4/12/2016 2:19 PM
	Andy Bauer	Delivered: 4/12/2016 11:34 AM	Read: 4/12/2016 11:49 AM	Approve: 4/12/2016 11:49 AM
	Mark Acreman	Delivered: 4/12/2016 11:34 AM	Read: 4/12/2016 2:09 PM	Approve: 4/12/2016 2:09 PM
	Brandan Franklin	Delivered: 4/12/2016 11:34 AM		Approve: 4/12/2016 1:20 PM
	Grant Brown	Delivered: 4/12/2016 11:34 AM		Approve: 4/12/2016 12:33 PM
	Wanda Parris	Delivered: 4/12/2016 11:34 AM	Read: 4/12/2016 11:38 AM	Approve: 4/12/2016 11:38 AM
	Alicia Talley	Delivered: 4/12/2016 11:34 AM	Read: 4/12/2016 11:47 AM	Approve: 4/12/2016 11:48 AM
	Matt Young	Delivered: 4/12/2016 11:34 AM		

City Administrator



Sorry forgot to do buttons. ☺  
Please use them to Approve/Reject.  
Thank you 1

Emily

## Emily Tidwell

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

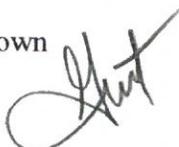
Phone (251) 968.1126  
Fax (251) 968.4459





SMALL TOWN, BIG BEACH™

## Memorandum

Date: April 11, 2016  
To: Mayor and City Council  
From: Grant Brown  
Cc:   
Subject: NCAA Beach Volleyball National Championship

---

In conjunction with Gulf Shores and Orange Beach Tourism, the City of Gulf Shores will be hosting the inaugural NCAA Beach Volleyball National Championship May 5-8, 2016. As such, the attached Public Assembly Permit has been prepared for your approval.

The permit request includes:

1. Closing of East Gulf Place for this ticketed and gated event beginning Monday May 2<sup>nd</sup> (setup) through the event conclusion Sunday May 8<sup>th</sup>.
2. Trash collection and removal from event site
3. General set-up assistance of infra-structure and site