



AGENDA
GULF SHORES CITY COUNCIL
COUNCIL WORK SESSION MEETING
JUNE 20, 2016
4:00 PM

1. Councilmember Discussion Period

- A. Councilman Dyken

2. Finance And Administrative Services Department

- A. 2015 Audit Report

Documents: [FIN - MEMO - 2015 AUDIT REPORT.PDF](#)

- B. Amend Purchasing Manual - Petty Cash

Documents: [FIN - MEMO - AMEND PURCHASING MANUAL-PETTY CASH LIST - 2016.PDF](#), [FIN - RESO - AMEND PURCHASING MANUEL - PETTY CASH.PDF](#)

- C. Franchise Agreement Request - Ice Vending Machines - McDaniel Enterprises, LLC

Documents: [FIN - A MEMO - MCDANIEL ENTERPRISES DBA MORGANS ICE.PDF](#), [FIN - B ORD - MCDANIEL ENTERPRISES, LLC - ICE VENDING.PDF](#), [FIN - C MCDANIEL ENTERPRISES LLC FRANCHISE AGREEMENT.PDF](#)

3. Fire Department

- A. Donation Of Surplus Property - Fire Apparatus

Documents: [FD - MEMO - APPARATUS.PDF](#), [FD - REPTON FIRE VEHICLE.PDF](#)

4. Public Works Department

- A. Award Bid - Glass Pulverizer System

Documents: [PWD - GLASS PULVERIZER BID - COUNCIL MEMO.PDF](#), [PWD - GLASS PULVERIZER BID TAB.PDF](#)

5. Recreation And Cultural Affairs

- A. Public Assembly Permit Application - Alabama Gulf Coast Relay For Life

Documents: [RAC - PUBLIC ASSEMBLY PERMIT APPLICATION - ALABAMA GULF COAST RELAY FOR LIFE.PDF](#)

- B. Public Assembly Permit Application - COGS 4th Of July Activities And Celebration

Documents: [RAC - MEMO JULY 4 2016.PDF](#), [RAC - PUBLIC ASSEMBLY PERMIT APPLICATION - COGS 4TH OF JULY CELEBRATION.PDF](#), [RAC - 4TH SITE MAP.PDF](#), [RAC - 2016 4TH JULY BEACH SIGN PERMIT.PDF](#)

C. Public Assembly Permit Application - COGS 4th Of July Fireworks Display

Documents: [RAC - MEMO JULY 4 2016.PDF](#), [RAC - PUBLIC ASSEMBLY PERMIT APPLICATION - COGS 4TH OF JULY FIREWORKS DISPLAY.PDF](#), [RAC - LETTER FROM GPS TO COGS REGARDING 2016 FIREWORKS.PDF](#), [RAC - CITY OF GULF SHORES CONTRACT FIREWORKS 2016.PDF](#), [RAC - ADDENDUM 2016.PDF](#), [RAC - MOU FOR FIREWORKS AT PIER 2016.PDF](#)

6. City Clerk

A. Appoint City Clerk To Prepare List Of Qualified Voters

Documents: [RESO - APPOINT CITY CLERK TO PREPARE LIST OF QUALIFIED VOTERS.PDF](#)

7. Mayor

Updates

8. Adjourn



SMALL TOWN, BIG BEACH

COUNCIL AGENDA SUMMARY

TO: Mayor Craft & Members of the City Council

FROM: Cindy King, Finance & Administration Director

SUBJECT: 2015 Comprehensive Annual Financial Report (Audit)

DATE: June 14, 2016

ISSUE: Annual City financial audit results - \$1,699,651 added to the City fund balance of \$22,305,980 resulting in a fund balance at 2015 year-end of \$24,005,631. No major findings were reported.

BACKGROUND: City Financial Audit is conducted annually by the accounting firm Grant, Sanders & Taylor with an extensive review of city accounting records and procedures.

PREVIOUS COUNCIL ACTION: None

BUDGET IMPLICATIONS: None - Annual Audit Expense of \$65,000 for the City included in 2016 budget.

RELATED ISSUES: The City has received the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for 5 consecutive years and will apply for the award for the 2015 audit as well.

DEPARTMENT: Finance & Administration

STAFF CONTACT: Cindy King



SMALL TOWN, BIG BEACH

COUNCIL AGENDA SUMMARY

DATE: June 14, 2016

ISSUE: Seeking Council authorization to amend the Purchasing Manual Chapter XVIII Petty Cash and Cash Box Policy Section A, by changing the Receptions Concessions petty cash custodian from the Parks & Facilities Manager to the Assistant Recreation & Cultural Affairs Director. The custodian will be responsible for \$3,500 which allows for (8) \$300 cash drawer tills and \$1,100 in miscellaneous expenses as they arise.

BACKGROUND: Petty Cash funds may be used to purchase small items or reimburse employees for eligible outlay of cash, not to exceed \$200 per outlay.

RECOMMENDATION: Finance Department recommends approval and authorization as presented.

PREVIOUS COUNCIL ACTION: Previously adopted Resolutions amending the petty cash and cash box policy.

BUDGET IMPLICATIONS: None

RELATED ISSUES: None

ATTACHMENTS: Proposed Resolution dated June 27, 2016

DEPARTMENT: Finance and Administrative Services

STAFF CONTACT: Cindy King, Director

Anna Fuqua, Accounting Supervisor

RESOLUTION NO.

A RESOLUTION
AMENDING RESOLUTION NO. 1975-93,
ADOPTING PURCHASING MANUAL
FOR CITY OF GULF SHORES,
AT CHAPTER XVIII, PETTY CASH AND
CASH BOX POLICY, SECTION A

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES,
ALABAMA, WHILE IN REGULAR SESSION ON JUNE 27, 2016, as follows:

Section 1. That Resolution No. 1975-93, adopting the Purchasing Manual for the City of Gulf Shores, be and it is hereby amended at CHAPTER XVIII, PETTY CASH AND CASH BOX POLICY, Section A., by changing certain names and amounts which shall read as follows:

CHAPTER XVIII. PETTY CASH AND CASH BOX POLICY

A. A petty cash fund may be used to purchase small items of immediate need or to reimburse employees for eligible outlay of cash. The following funds are presently authorized for the respective divisions of the City:

<u>FUND</u>	<u>AMOUNT</u>	<u>CUSTODIAN</u>
General Government	\$1,000	Financial Tech I
Municipal Court	500	Municipal Court Magistrate
Police	750	Administrative Supervisor
Fire/EMS	300	Fire Chief
Community Development	200	Administrative Assistant II
Building Department	250	Administrative Assistant II
Special Events & Programs	500	Program/Events Supervisor
Library	500	Library Assistant Senior
Parks & Rec.	900	Recreation Manager
Recreations Concessions	3,500	Parks & Facilities Manager <u>Asst. Dir. Recreation & Cultural Affairs</u>
Tennis Center	200	Athletic Coordinator
Cultural Center	300	Program/Events Supervisor
City Store	1,300	Retail Operations Coordinator
TOTAL	\$10,200	

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

ADOPTED this 27th day of June, 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. (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on June 27, 2016.

City Clerk

COUNCIL AGENDA SUMMARY

TO: Mayor Craft & Members of the City Council

FROM: Marcy Kichler, Revenue Supervisor

SUBJECT: McDaniel Enterprises, LLC dba Morgan's Ice Franchise Agreement

DATE: June 20, 2016

ISSUE: McDaniel Enterprises, LLC dba Morgan's Ice is requesting an ice vending machine franchise agreement with the City.

BACKGROUND: Morgan's Ice proposes placing ice vending machines at approved locations within the City. The vending machines will be filled by their company as needed with 10lb. bags of ice, made in their FDA approved facility.

PREVIOUS COUNCIL ACTION: Previously a franchise was granted to another LLC to place an ice vending machine at Gulf Place. That franchisee opted not renew his agreement when it expired in February 2016.

BUDGET IMPLICATIONS: Franchisee will reimburse the city for any costs associated with site preparation and estimated electricity consumption. The franchisee will pay a fee equal to 25% of gross receipts, due in quarterly payments.

RECOMMENDATION: Approve franchise agreement

RELATED ISSUES: None

ATTACHMENTS: Ordinance granting franchise agreement
Franchise Agreement

DEPARTMENT: Finance and Admin

STAFF CONTACT: Marcy Kichler

ORDINANCE NO.

**AN ORDINANCE
GRANTING A NONEXCLUSIVE FRANCHISE
TO MCDANIEL ENTERPRISES LLC d/b/a
MORGAN'S ICE
TO PROVIDE A BULK ICE VENDING MACHINE FOR USE IN
APPROVED LOCATION(S) WITHIN THE CITY OF GULF SHORES;
AND AUTHORIZING THE EXECUTION OF A
FRANCHISE AGREEMENT BETWEEN THE
CITY AND THE CORPORATION**

WHEREAS, McDaniel Enterprises, LLC (the Corporation) d/b/a Morgan's Ice has requested a franchise to empower the Corporation to provide a bulk ice vending machine in an approved location within the City; and

WHEREAS, the City is desirous of granting a nonexclusive franchise to the Corporation; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON JUNE 27, 2016, as follows:

Section 1. That a nonexclusive franchise be and it is hereby granted to McDaniel Enterprises, LLC (the Corporation) d/b/a Morgan's Ice, for placement of a bulk ice vending machine at the following approved location(s) within the corporate limits of the City:

Little Lagoon Pass Public Park
Gulf Place
West 2nd Street

Section 2. That the Mayor and City Clerk are hereby directed and authorized to execute and attest, respectively, a Franchise Agreement between the City of Gulf Shores and McDaniel Enterprises, LLC (the Corporation) d/b/a Morgan's Ice which sets forth the requirements, covenants and agreements of a franchise to the Corporation for such venture. Franchisee will provide a \$1,000.00 Security Bond to the City.

Section 3. That the subject Franchise Agreement, the full text of which is available for examination in the office of the City Clerk, is dated June 27, 2016.

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

ADOPTED this 27th day of June, 2016.

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC
City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Ordinance No. (prepared by City Clerk), which Ordinance was duly and legally adopted at a regular meeting of the City Council on June 27, 2016, and the same was duly published as required by law.

City Clerk

Ice Vending Machine Franchise Agreement

This Ice Vending Machine Franchise Agreement is made and entered into by and between the City of Gulf Shores, Alabama, (hereinafter "City") and McDaniel Enterprises, LLC d/b/a Morgan's Ice (hereinafter Franchisee") as of the **27th day of June, 2016**.

Recitals

- A. The City, as a municipal corporation of the State of Alabama, possesses the power to franchise and regulate the use of streets, avenues, alleys, and public places within its corporate limits by public utilities and private enterprises;
- B. The City desires to grant a franchise to Franchisee for the installation, operation, and maintenance of ice vending machines for the benefit of the public at approved locations in accordance with Section 220 of the Constitution of Alabama of 1901 and on the terms and conditions hereinafter set out
- C. Franchisee desires to acquire a franchise for the installation, operation, and maintenance of bulk ice vending machines on the terms and conditions hereinafter set out.

In consideration of the foregoing and of the mutual covenants and agreements hereinafter set out, the receipt and sufficiency of which is hereby mutually acknowledged, it is hereby understood, acknowledged, covenanted, and agreed by and between the parties as follows:

1. DEFINITIONS. As used in this Franchise Agreement, the following terms shall have the meanings assigned as follows:
 - a. "Franchised Vending Machine" shall mean not more than one (1) coin, currency, or credit card operated vending machine at the approved locations dispensing bagged ice for duration of the term of this Franchise.
 - b. "Approved Locations" shall mean locations for Franchised Vending Machine to be approved by City Council **at Lagoon Pass Public Park, Gulf Place, West 2nd Street and at such other locations** as may be adopted by resolutions by the City Council hereinafter adopted.
2. Grant of Franchise Rights. The City hereby grants to Franchisee, subject to the terms and conditions of this Agreement, the right, privilege, authority, and Franchise at any time and from time to time during the period covered by this franchise to install, operate, and maintain Franchised Vending Machines at the Approved Locations in the City of Gulf Shores, Alabama.
3. Service Undertaking of Franchisee. Franchisee hereby represents, covenants, and warrants as follows:
 - a. Franchisee shall install the Franchised Vending Machine at the Approved Locations and shall maintain such at the Approved Locations for the duration of the term of this Franchise.
 - b. Franchisee shall comply with all federal, state, county, and municipal laws and regulations applicable to its Franchised Vending Machines and business and will pay all governmental taxes, license fees, and imposts on such Franchised Vending Machines and business when due.
 - c. The siting, size, design, materials, and colors of each of the Franchised Vending Machines shall be subject in all respects to the prior written approval of the Planning Director. Franchisee shall obtain all necessary permits prior to the installation of Franchised Vending Machines and shall at Franchisee's sole expense restore any surface, paving, or public structure disturbed by such installation to a condition acceptable to the Director of Public Works of the City of Gulf Shores.
 - d. Franchisee will indemnify and hold the City, its officials, employees, agents, and servants harmless from any liability or claim of liability arising directly or indirectly, proximately or remotely from any act or omission on the part of Franchisee or its agents.

- e. Franchisee will ensure that no condition constituting a nuisance or hazard to public health or safety will at any time exist with respect to any of its Franchised Vending Machines. If at any time the City deems such condition to exist, it may act to cure such conditions without prior notice to Franchisee.
 - f. Franchisee will ensure that its Franchised Vending Machines are repaired promptly, refurbished regularly, and maintained in good condition and with the same appearance as at the time of initial approval by the Planning and Zoning Director. Franchisee acknowledges that, in addition to normal wear and tear, its Franchised Vending Machines will be exposed to extreme environmental conditions and to use and abuse patterns typical in a Gulf-front tourist-oriented community. Franchisee assumes all risks and expenses associated with maintaining its vending machines as required under this Franchise Agreement.
 - g. Franchisee will bear all costs of installation, operation, repair, and maintenance of its Franchised Vending Machines, along with any out of pocket expenses the city may incur for site preparation. The Franchisee will be required to reimburse the City for estimated electrical usage charges. City is not responsible for any product loss or damage due to any power outage, regardless of the cause.
 - h. Franchisee will be mindful of litter associated with the Franchised Vending Machines and make a conscious effort to keep consumables, such as plastic bags and twist ties contained. Franchisee will work with City staff to monitor and prevent excessive litter.
4. Books and Records of Franchisee. The books and records of Franchisee relative to its Franchised Vending Machines and operations shall be available for inspection or audit by the City during the hours of 8am to 5pm Monday through Friday, legal holidays exempted. If such books and records are not regularly maintained by Franchisee within the corporate limits of the City, Franchisee shall present such books and records for inspection or audit at City Hall upon twenty-four (24) hours oral or written demand for inspection or audit.
 5. Cancellation. The City shall have the right to cancel this Franchise for any reason deemed appropriate to the health, safety, or welfare of the public by the City Council in its discretion including, without limitation, material insufficiency or irregularity of services, material financial irregularities, violation of governmental fees, taxes, or imposts, or other material misfeasance, malfeasance, or nonfeasance under this Agreement. In the event the City believes cause for termination exists; it will give written notice to Franchisee of the basis on which it believes cause for termination exists and will give Franchisee not less than fourteen (14) days written notice of an opportunity to appear before a regular or special meeting of the City Council to present any evidence or explanation on the existence of cause for termination. Following such presentation, if the cause cited in such notice has not been cured in full, the City Council may elect to terminate this Agreement, may elect to continue this Agreement, either as written or under probationary conditions, or may elect such other action as may be in the best interest of the public. Franchisee shall be given written notice of the action of the City Council, and no termination shall become effective earlier than thirty (30) days following the giving of such notice. Franchisee shall have the right to cancel this Franchise for any reason deemed appropriate to Franchisee upon thirty (30) days prior written notice to the City. Upon such cancellation, Franchisee shall pay to the City all franchise fees that accrue through the date of removal of the Franchised Vending Machines, which removal shall occur within seven (7) days following the effective date of cancellation specified in Franchisee's notice.
 6. No Assignment or Transfer. By the execution of this Agreement, the City is contracting for the personal performance hereunder of Franchisee as presently constituted exclusively. This agreement and the rights of Franchisee hereunder may not be sold, assigned, pledged, or transferred in whole or in part by Franchisee in any judicial, bankruptcy, or receivership proceedings shall constitute a prohibited transfer hereunder. Any filing or judicial order that results in Franchisee being characterized a debtor-in-possession under Chapter 11 of the United States Bankruptcy Code or any successor law shall constitute a prohibited transfer hereunder. Any prohibited transfer hereunder shall immediately and automatically terminate this Agreement and the franchise rights granted hereunder.
 7. Insurance. Franchisee, as a condition to the grant of rights under this Agreement, shall furnish and maintain **Commercial General Liability insurance coverage in coverage amount not less than \$1,000,000** under a policy issued by an insurer with a rating of no less than A-VI under

Best's Ratings. Such policy shall name the City as an Additional Insured against liability for bodily injury, death, or property damage, including Product Liability, arising directly or indirectly from the property or operations of this Franchisee. Proof of coverage shall be given annually to the City in the form of a Certificate of Insurance. Any lapse in the coverage required in this paragraph shall result in an automatic and immediate suspension of the franchise rights granted Franchisee hereunder.

8. Nonexclusively. The franchise rights granted hereunder shall be nonexclusive, and the City may at any time and from time to time award similar or other franchise rights to other persons or entities.
9. No Agency. Franchisee acknowledges that it is an independent contractor and not the agent of the City for any purpose. The City assumes no responsibility for the collection of moneys owed to Franchisee.
10. Effectivity; Cost of Preparation and Publication; Term. **This Agreement shall become effective upon the 27th day of June 2016**, following the enactment of an ordinance granting the franchise rights described hereunder. Franchisee agrees to pay all costs and expenses incurred by the City in the enactment of its enabling ordinance, including the expense of ordinance publication, if necessary. **This Agreement shall expire, unless sooner terminated or extended in writing, on the 26th day of June, 2017**. The parties may agree in writing to extend this Agreement thereafter upon such terms, if any, which may be found mutually agreeable.
11. Consideration for Franchise Rights. In addition to the prompt payment of all taxes and license fees otherwise applicable to the business of Franchisee and the performance of Franchisee's service undertaking, **Franchisee shall pay to the City of Gulf Shores an amount equal to \$365.00 for a one (1) year term due at time of inception of this agreement for the operation of each Franchised Vending Machine(s) in the City. Franchisee will pay an amount equal to \$1,000 "security bond" to the City at such time application has been approved.**
12. Retained Power of Regulation; Removal of Facilities. The City retains its rights and power to adopt, in addition to the provisions contained herein and in existing applicable ordinances, such additional reasonable regulations as it shall find necessary in the exercise of the police power. At the expiration or termination of the term of the franchise rights granted hereunder, the City shall have the right to require Franchisee, at Franchisee's sole expense, to remove all of Franchisee's Franchised Vending Machines from the Approved Locations in a manner satisfactory to the City. Such removal and restoration shall be accomplished within seven (7) days after written notice by the City requiring removal. If Franchisee fails to remove any or all of the Franchised Vending Machines to complete restoration within such period, the City may effect removal and restoration and charge Franchisee the cost of such work. In the event legal action is brought to collect such charges, the City shall also collect its reasonable costs of collection, including a reasonable attorney's fee liquidated at twenty percent (20%) of the aggregate amount of such charges.
13. Fee. The Fee to be paid by Franchisee commencing on the Effective date for the operation of the Franchised Vending Machines described herein shall be in quarterly payments, each in the amount equal to **twenty-five percent (25%) of gross revenues** for the following periods:
 - a. January - March Due no later than April 30th
 - b. April - June Due no later than July 30th
 - c. July - September Due no later than October 30th
 - d. November-December Due no later than January 30th
14. Additional Benefits Offered. Franchisee will provide ice at no charge to the City's Beach Patrol.
15. Term of Operation. Franchisee reserves the right to remove Franchised Vending Machines from Approved Locations in the event of a hurricane or tropical storm.
16. Notices. Any notice required or permitted hereunder shall be in writing and shall be directed to the parties by first class mail or hand delivery at the following addresses and shall be effective upon deposit in the United States mail or upon hand delivery:

As to the City:

City of Gulf Shores
P.O. Box 299
Gulf Shores, AL 36542

As to Franchisee:

McDaniel Enterprises LLC
dba Morgan's Ice
P.O. Box 1517
Robertsdale, AL 36567

- 17. Complete Agreement. This Agreement sets out the complete understanding of the parties with respect to the subject matter hereof and may not be amended except in writing whose execution by the City has been approved by ordinance or formal resolution of the City Council.

IN WITNESS WHEREOF, the City and Franchisee have executed this Franchise Agreement as of the date first above written.

CITY OF GULF SHORES

City Clerk

Robert Craft, Mayor

McDaniel Enterprises, LLC

By _____
Mark McDaniel



SMALL TOWN, BIG BEACH

Memo

TO: Mayor, City Council and City Administrator

FROM: Fire Chief Hartly Brokenshaw

DATE: 06/14/2016

RE: Apparatus Donation

BACKGROUND:

Engine 2022 has been serving The City of 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. Engine 2022 was informally appraised through Brindlee Mountain Fire Apparatus for \$15,000.00. At this point we started to look for a department that was in need of an apparatus. We found departments in our region that were in need of equipment and asked them to fill out an application questionnaire based on total funding, apparatus condition, run area and personnel. Applicants were invited down so we could get to know their needs and what they have apparatus and funding wise. After we met with the applicants we found a rural department in our region was in desperate need of this engine. Repton Volunteer Fire Department is located in Conecuh County, Alabama. The department currently has two apparatus with one unable to pass a pump certification test. This department responds to 20-30 runs per year out of 1 fire station with a total run area of 70 square miles. The department receives county funding of approximately \$16,000.00 per year.

RECOMMENDATION:

Approve the surplus and donation of Engine 2022 to Repton Volunteer Fire Department in Conecuh County, Alabama

PREVIOUS COUNCIL ACTION: None

BUDGET IMPLICATIONS: None

RELATED ISSUES: See Attached

DEPARTMENT: Fire & Emergency Services

STAFF CONTACT: Hartly Brokenshaw, Fire Chief



Repton Volunteer Fire Department

US Hwy 84 W / PO Box 268 Repton Alabama 36475

Phone: (251) 248-2100



Fire Chief Joe Bartlett

Sec./ Treasurer: Donnie White

To: Department of Fire and Emergency Services/ Travis Willis
1921 W 1st Street
Gulf Shores, AL 36542

From: Fire Chief Joe Bartlett

Date: April 26, 2016

Re: Apparatus Donation

Mr. Willis;

I am writing on behalf of the Repton Volunteer Fire Department, as well as our service members of the Fire Department in Repton, AL. Our community, as well as nearby communities depend on the resources and man power of our volunteer department to provide protection, and emergency services to these areas.

Our Fire Department is responsible for approximately a 70 square mile area. We currently have (2) apparatus trucks, in which one truck is non operable, and the other is in marginal condition. Currently we have 1 station just outside the town limits of Repton, AL.

Our last year funding was approximately \$16,000 dollars for the year, as well as our current year. Due to the amount of funding we receive from tax revenue in Conecuh County as well as donations we cannot afford to purchase items other than minimal equipment for our department.

The Repton Fire Department is requesting the donation of the 1994 Freightliner FL80 Crewcab to utilize these needs, and to provide needed equipment to our town for service. The answers to the application questionnaire are enclosed on the following page. We greatly appreciate your assistance with this equipment.

If you have any questions you may contact me directly at (251) 238-0222

Thank you,


Joe Bartlett
Fire Chief- Repton Vol. Fire Department

Square Miles of jurisdiction: Approximately 70 Square Miles
Number of Apparatus: 2- 1 marginally working
Year of newest Apparatus: 1980 model
Year of oldest Apparatus: 73-74 Intl. Tanker
Number of Stations: 1
Number of personnel: 11
Annual Call Volume: 20-30 calls per year
Volunteer Fire Department is currently funded by County, and donations
Funding received for 2015: Approximately \$16,000 dollars
Anticipated funding for 2016: Approximately \$16,000 dollars



SMALL TOWN, BIG BEACH™

DATE: June 15, 2016

ISSUE: Glass Pulverizer System Bid

RECOMMENDATIONS: Award bid of Glass Pulverizer System to Andela Products in an amount not to exceed \$47,225.00.

BACKGROUND: ADEM awarded the City a Recycling Grant that included the purchase of a Glass Puverizer that would allow the City to reconstitute glass materials into sand. These materials will be incorporated into landscape projects and roadway repairs.

PREVIOUS COUNCIL ACTION: The City Council accepted the ADEM Recycling Grant and used the monies to purchase trailers, bailers, recycle cans and a jeep.

BUDGET IMPLICATIONS: This purchase is budgeted in account number 37-563-80915, ADEM Recycling Account.

RELATED ISSUES: None.

ATTACHMENTS: Bid Tab

DEPARTMENT: Public Works

STAFF CONTACT: Mark Acreman



BID TABULATION SHEET

Project Name: **GLASS PULVERIZER SYSTEM**
 Requisition No. **2016-0602**

Bid Date: **June 2, 2016**
 Bid Opening Time: **10:00 AM**

Bidder's Name	Andela Products						
City, State	Richfield Springs NY						
Bond	N/A	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	N/A
Notes	install + receiving add \$1,904.00						
Bid Amount	\$45,320.00						
GRAND TOTAL							

OPENED BY: *[Signature]*

TABULATED BY: *[Signature]*

WITNESS BY: *[Signature]*

ANDELA PRODUCTS

493 State Route 28
 Richfield Springs, NY 13439
 (315) 858-0055 (315) 858-2669 Fax

Pro Forma Quotation

Date: 5/23/2016

PROPOSAL: Andela GP-Mega Mini
 1/2 ton per hour

QUOTE FOR: Attn: Mark Acreman
 City of Gulf Shores
 Public Works Shop
 160 West 36th Ave.
 Gulf Shores, AL 36542

Quote valid for 90 days from Quotation Date.		Quotation number: GSGPMM052316	
		Salesperson: Croft	
Payment terms:	50% Down, 40% Prior to Ship, 10% on Installation or Net 30		
EXW point:	Richfield Springs, NY 13439	Method of shipment: Partial Flatbed	
Shipment:	14-16 Weeks from receipt of signed Sales Agreement and Deposit.		
ITEM NO	QTY	DESCRIPTION	AMOUNT
GPMM	1	<u>Andela GP-MegaMini</u> 12"x13' Conveyor w/ Flared Infeed Patented Flexible Impact Hammers Abrasion Resistant Steel Barrel Liners Integrated Rotary Trommel- Screened to 3/8" minus Electrical Control Panel Dust Supression System	\$42,820
SHIP		Shipping- From Richfield Springs NY to Gulf Shores AL	\$2,500
		<i>Sub Total:</i>	\$45,320
INSTALL		Turnkey Installation and Safety Training- Optional Add-On 1.5 days- includes labor, travel and lodging	\$1,905
*Shipping quote valid for 90 days only			
<i>*Total:</i>			\$47,225

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: 4/29/16

ORGANIZATION/SPONSOR Alabama Gulf Coast Relay for Life

ADDRESS 1110 Montlimar Drive Suite 420 Mobile, AL 36609

AGENT OR REPRESENTATIVE Devonna Johnson (ACS) or Ashton Hicks (Event Lead)

TELEPHONE NUMBER (home) _____ (business) _____

Email ADDRESS devonna.johnson@cancer.org / ahicks@spectrumresorts.com

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

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

- a. Purpose of the Public Assembly: To honor cancer survivors and remember those who have lost their battle.
- b. Dates of the Assembly: September 24, 2016
- c. Time of the Assembly: from 9am to 10pm (Actual event 2-8)
- d. Estimated number of Participants/Attendees: 400
- e. Estimated number of Vendors: 0
- f. Location of Assembly (legal description of property if known): Picnic area west of Surf Style and bathrooms at main public beach
- 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.

APPLICATION FOR PUBLIC ASSEMBLY PERMIT
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: _____

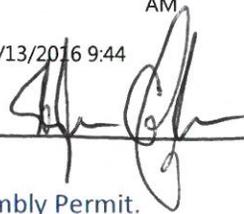
=====

Emily Tidwell

From: Emily Tidwell
Sent: Monday, June 13, 2016 9:44 AM
To: Edward J. Delmore; Hartly Brokenshaw; Andy Bauer; Mark Acreman; Brandan Franklin; Grant Brown
Cc: Wanda Parris; Matt Young; Alicia Talley
Subject: Assembly Permit Alabama Gulf Coast Relay for Life
Attachments: SKM_C224e16061012320.pdf

Tracking:	Recipient	Delivery	Read	Response
	Edward J. Delmore	Delivered: 6/13/2016 9:44 AM	Read: 6/14/2016 9:53 AM	Approve: 6/14/2016 9:44 AM
	Hartly Brokenshaw	Delivered: 6/13/2016 9:44 AM	Read: 6/13/2016 10:43 AM	Approve: 6/13/2016 10:51 AM
	Andy Bauer	Delivered: 6/13/2016 9:44 AM	Read: 6/13/2016 10:14 AM	Approve: 6/13/2016 10:16 AM
	Mark Acreman	Delivered: 6/13/2016 9:44 AM	Read: 6/14/2016 3:20 PM	Approve: 6/15/2016 8:23 AM
	Brandan Franklin	Delivered: 6/13/2016 9:44 AM	Read: 6/13/2016 10:28 AM	Approve: 6/13/2016 10:29 AM
	Grant Brown	Delivered: 6/13/2016 9:44 AM		Approve: 6/13/2016 12:07 PM
	Wanda Parris	Delivered: 6/13/2016 9:44 AM	Read: 6/14/2016 8:06 AM	Approve: 6/14/2016 8:08 AM
	Matt Young	Delivered: 6/13/2016 9:44 AM	Read: 6/13/2016 10:01 AM	Approve: 6/13/2016 10:02 AM
	Alicia Talley	Delivered: 6/13/2016 9:44 AM		

City Administrator

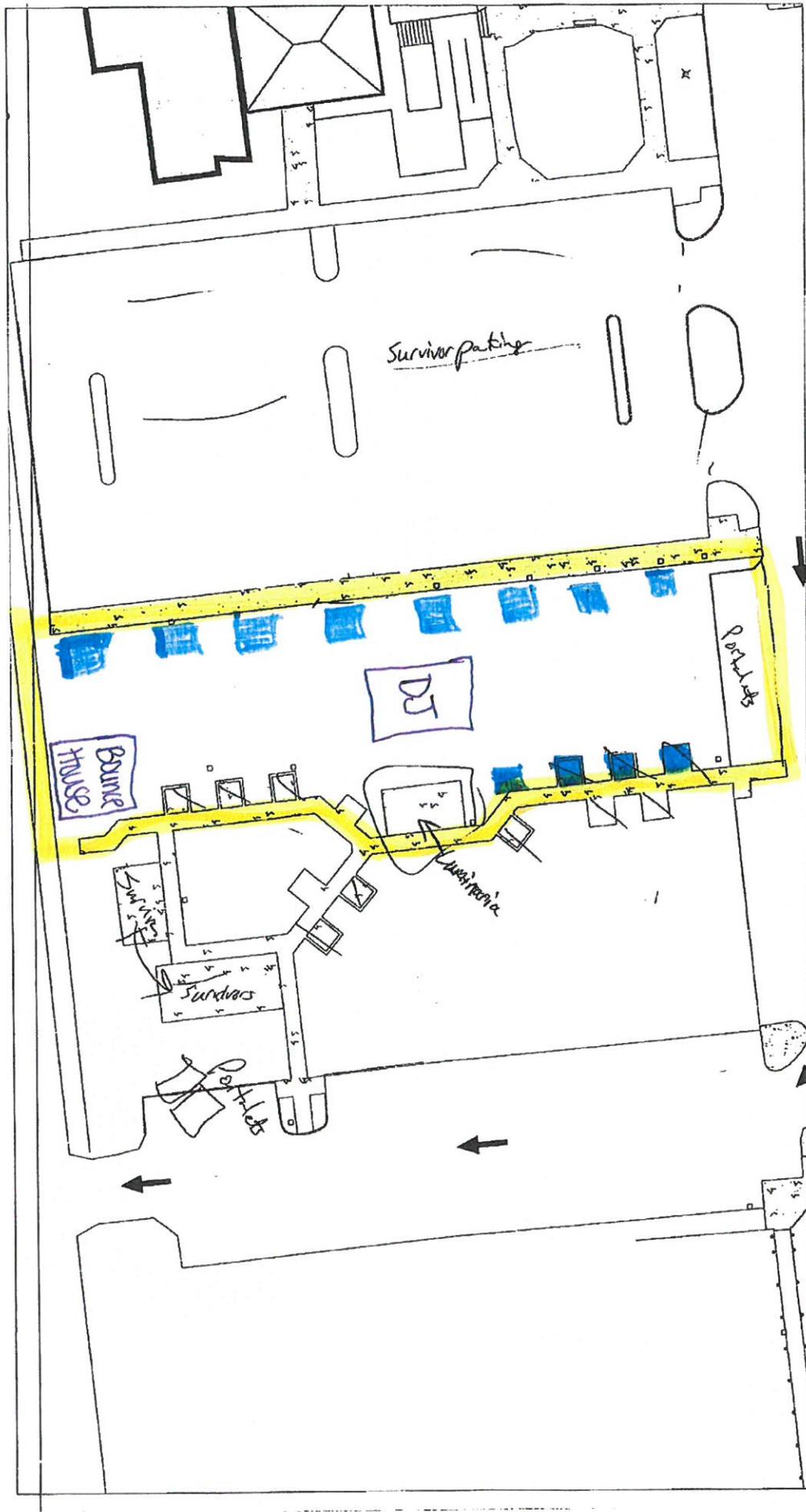
 6/15/16

Please look at and use your voting buttons for the following Assembly Permit.
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



Walking Track
Team Tents



SMALL TOWN, BIG BEACH™

Date: June 15, 2016

To: Mayor and Council

CC; Grant Brown, Matt Young

From: Brigette Reynolds

Subject: July 4th Events

DATE: July 4, 2016

ISSUE: After exploring options for conducting a fireworks display via barge and tug or other water vessel without success and a beach shot being in close proximity to buildings and structures rendering it unlikely to provide a broad viewing safely I recommend the following.

A partnership with the Gulf State Park Pier which will allow the city to use the end of the pier as a shoot site providing a safe distance and broad viewing of the show. The City will market and encourage fundraising on July 4th in support of the Sponsor a Veteran Program which allows veterans the ability to sightsee for free or fish from the pier at a discounted rate. This effort will bring the true spirit of our nation's celebration of Independence Day to the forefront by highlighting the support of those that served. Additionally, activities with various vendors will ensue at Gulf Place including a salute to the military with each branch represented and honored.

RECOMMENDATION: Approve two assembly permits

BACKGROUND: In 2012 the pier was successfully utilized as a shoot site and similar activities were at Gulf Place.

PREVIOUS COUNCIL ACTION: Approved

BUDGET IMPLICATIONS: Expenses for events are budgeted

RELATED ISSUES: All permits are being coordinating the with appropriate agencies and are forthcoming.

ATTACHMENTS: Assembly permits for pier and beach events, diagram of pier, site map of Gulf Place, sign permit applications, Pyroshows contract and addendum A , Timeline with closures, Letter from Gulf State Park

DEPARTMENT: Recreation and Cultural Affairs

STAFF CONTACT: Brigette Reynolds

Post Office Box 299
Gulf Shores, AL 36547

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: June 15, 2016

ORGANIZATION/SPONSOR The City of Gulf Shores

ADDRESS P O Box 299 Gulf Shores AL 36547

AGENT OR REPRESENTATIVE Brigette Reynolds

TELEPHONE NUMBER (home) _____ (business) _____

Email ADDRESS breynolds@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: July 4th Activities and Celebration
- b. Dates of the Assembly: 07/04/16
- c. Time of the Assembly: from 5:30p to 10:00pm
- d. Estimated number of Participants/Attendees: 2000+ on beach
- e. Estimated number of Vendors: 2
- f. Location of Assembly (legal description of property if known): Gulf Shores Public Beach located at Gulf Place.
- g. Owner of Property: The City of Gulf Shores

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

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

=====



PLANNING AND ZONING DEPARTMENT

TEMPORARY SIGN PERMIT APPLICATION

Temporary Sign Permits may be approved for events associated with temporary carnivals, festivals, fairs, and sporting events, educational and cultural events, charitable, school, and church events, reunions, grand openings & closings, auction, Official City, or State of Alabama notices, private sales, and any other similar events, requiring or not requiring an assembly permit.

Prior to the installation of a Temporary Sign in the City of Gulf Shores, a permit must be issued. In order to ensure that the proposed sign installation complies with the sign regulations, the following information must be submitted in 8 1/2" X 11" format, scale copies of digital photos are acceptable.

Temporary Sign Regulations

1. Only one such sign shall be allowed per property, per street frontage;
2. Maximum size of a temporary sign is 32 square feet;
3. Such sign shall be located only on private property where the event is being held and not within a public right-of-way;
4. Temporary sign permits may be issued for a maximum of 14 days per calendar year. The 14 days may be broken into increments of no less than 2 consecutive days offering the ability to obtain numerous temporary sign permits per year.
5. **Temporary signs which have been erected without a permit are subject to a double permit fee or may be summarily removed by the City.**
6. **Temporary signs which have expired shall be summarily removed by the City.**

Temporary Sign Fees:

Permit Fee.....\$25.00

The fee may be waived for non-profit groups.

AN INCOMPLETE APPLICATION WILL BE RETURNED TO APPLICANT

APPLICANT & OWNER INFORMATION:

Applicant: Lesley Dethloff Property Owner: COGS Sign Contractor: Installation COGS

Applicant Mailing Address: P O Box 299 Gulf Shores AL 36547

Phone #: (251) 223-7676 Fax #: () Email: ldethloff@gulfshoresal.gov

Sign Location (Business Name): Public Beach Physical Address: West Gulf Place, Gulf Shores, AL 36542

SIGN INFORMATION:

Sign Area (sq. ft.): _____ Dimensions 3' x 6' , 2 Banners on pavilion 2' x 20' Sign Height- 4' – on stakes,
2 Banners underneath the roof of the East and West Pavilion

Dates to be Used: The week of July 4th Installation: 6/27/16 Removal: 7/5/16 By signing below, I hereby certify that I have read the above information and attest that the information provided herein and on the submitted plans and documentation is true and correct to the best of my knowledge and understand that any omissions or inaccurate information can cause this application to be rejected. I further understand that temporary sign shall be removed on the date specified above.

APPLICANT/OWNER SIGNATURE: Lesley Dethloff (Print) Lesley Dethloff

Date: _____



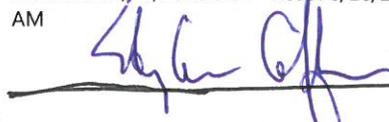
Fee Paid: _____
Date Issued: _____
Approved By: _____

Emily Tidwell

From: Emily Tidwell
Sent: Thursday, June 16, 2016 8:04 AM
To: Edward J. Delmore; Hartly Brokenshaw; Andy Bauer; Mark Acreman; Brandan Franklin; Grant Brown
Cc: Wanda Parris; Matt Young; Alicia Talley
Subject: Assembly Permit Gulf Place Fireworks #1
Attachments: SKM_C224e16061608060.pdf

Tracking:	Recipient	Delivery	Read	Response
	Edward J. Delmore	Delivered: 6/16/2016 8:04 AM	Read: 6/16/2016 9:02 AM	Approve: 6/16/2016 8:43 AM
	Hartly Brokenshaw	Delivered: 6/16/2016 8:04 AM	Read: 6/16/2016 8:19 AM	Approve: 6/16/2016 8:20 AM
	Andy Bauer	Delivered: 6/16/2016 8:04 AM	Read: 6/16/2016 8:26 AM	Approve: 6/16/2016 8:45 AM
	Mark Acreman	Delivered: 6/16/2016 8:04 AM	Read: 6/16/2016 8:34 AM	Approve: 6/16/2016 8:34 AM
	Brandan Franklin	Delivered: 6/16/2016 8:04 AM	Read: 6/16/2016 8:28 AM	Approve: 6/16/2016 8:29 AM
	Grant Brown	Delivered: 6/16/2016 8:04 AM		
	Wanda Parris	Delivered: 6/16/2016 8:04 AM	Read: 6/16/2016 8:47 AM	Approve: 6/16/2016 8:47 AM
	Matt Young	Delivered: 6/16/2016 8:04 AM	Read: 6/16/2016 9:42 AM	Approve: 6/16/2016 9:42 AM
	Alicia Talley	Delivered: 6/16/2016 8:04 AM	Read: 6/16/2016 8:25 AM	

City Administrator



Please review the following Assembly Permit for the 4th of July Fireworks. This one for the Beach assembly. Use your voting buttons to approve/reject.

Thanks
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



1. On Site Entertainment
2. Sno Biz
3. City Store/Giveaways
4. Other Vendors
5. DJ
6. Military Salute
7. Risers
8. Restrooms

July 4th Beach Event

9. **5 p.m.**
West Gulf Place closes
10. **6:45 - 7:30 p.m.**
Gulf Place closes for military salute
- 8:55 p.m.**
Gulf Place closes for fireworks
Reopens at **9:15 p.m.** (approx.)



PLANNING AND ZONING DEPARTMENT

TEMPORARY SIGN PERMIT APPLICATION

Temporary Sign Permits may be approved for events associated with temporary carnivals, festivals, fairs, and sporting events, educational and cultural events, charitable, school, and church events, reunions, grand openings & closings, auction, Official City, or State of Alabama notices, private sales, and any other similar events, requiring or not requiring an assembly permit.

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Temporary Sign Regulations

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2. Maximum size of a temporary sign is 32 square feet;
3. Such sign shall be located only on private property where the event is being held and not within a public right-of-way;
4. Temporary sign permits may be issued for a maximum of 14 days per calendar year. The 14 days may be broken into increments of no less than 2 consecutive days offering the ability to obtain numerous temporary sign permits per year.
5. **Temporary signs which have been erected without a permit are subject to a double permit fee or may be summarily removed by the City.**
6. **Temporary signs which have expired shall be summarily removed by the City.**

Temporary Sign Fees:

Permit Fee.....\$25.00

The fee may be waived for non-profit groups.

AN INCOMPLETE APPLICATION WILL BE RETURNED TO APPLICANT

APPLICANT & OWNER INFORMATION:

Applicant: Lesley Dethloff Property Owner: COGS Sign Contractor: Installation COGS

Applicant Mailing Address: P O Box 299 Gulf Shores AL 36547

Phone #: (251) 223-7676 Fax #: () Email: ldethloff@gulfshoresal.gov

Sign Location (Business Name): Public Beach Physical Address: West Gulf Place, Gulf Shores, AL 36542

SIGN INFORMATION:

Sign Area (sq. ft.): _____ Dimensions 3' x 6' , 2 Banners on pavilion 2' x 20' Sign Height- 4' – on stakes,
2 Banners underneath the roof of the East and West Pavilion

Dates to be Used: The week of July 4th Installation: 6/27/16 Removal: 7/5/16 By signing below, I hereby certify that I have read the above information and attest that the information provided herein and on the submitted plans and documentation is true and correct to the best of my knowledge and understand that any omissions or inaccurate information can cause this application to be rejected. I further understand that temporary sign shall be removed on the date specified above.

APPLICANT/OWNER SIGNATURE: Lesley Dethloff (Print) Lesley Dethloff

Date: _____

~~~~~  
**Fee Paid:** \_\_\_\_\_

**Date Issued:** \_\_\_\_\_

**Approved By:** \_\_\_\_\_

PO BOX 299  
GULF SHORES, AL 36547

Revised 07/25/2012



SMALL TOWN, BIG BEACH™

Date: June 15, 2016

To: Mayor and Council

CC; Grant Brown, Matt Young

From: Brigette Reynolds

Subject: July 4<sup>th</sup> Events

---

DATE: July 4, 2016

ISSUE: After exploring options for conducting a fireworks display via barge and tug or other water vessel without success and a beach shot being in close proximity to buildings and structures rendering it unlikely to provide a broad viewing safely I recommend the following.

A partnership with the Gulf State Park Pier which will allow the city to use the end of the pier as a shoot site providing a safe distance and broad viewing of the show. The City will market and encourage fundraising on July 4th in support of the Sponsor a Veteran Program which allows veterans the ability to sightsee for free or fish from the pier at a discounted rate. This effort will bring the true spirit of our nation's celebration of Independence Day to the forefront by highlighting the support of those that served. Additionally, activities with various vendors will ensue at Gulf Place including a salute to the military with each branch represented and honored.

RECOMMENDATION: Approve two assembly permits

BACKGROUND: In 2012 the pier was successfully utilized as a shoot site and similar activities were at Gulf Place.

PREVIOUS COUNCIL ACTION: Approved

BUDGET IMPLICATIONS: Expenses for events are budgeted

RELATED ISSUES: All permits are being coordinating the with appropriate agencies and are forthcoming.

ATTACHMENTS: Assembly permits for pier and beach events, diagram of pier, site map of Gulf Place, sign permit applications, Pyroshows contract and addendum A , Timeline with closures, Letter from Gulf State Park

DEPARTMENT: Recreation and Cultural Affairs

STAFF CONTACT: Brigette Reynolds

Post Office Box 299  
Gulf Shores, AL 36547

**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: June 15, 2016

ORGANIZATION/SPONSOR The City of Gulf Shores

ADDRESS P O Box 299 Gulf Shores AL 36547

AGENT OR REPRESENTATIVE Brigette Reynolds

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

Email ADDRESS breynolds@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: July 4th Fireworks Display
- b. Dates of the Assembly: 07/04/16
- c. Time of the Assembly: from 9:00pm to 9:30pm
- d. Estimated number of Participants/Attendees: 75,000 + in city
- e. Estimated number of Vendors: 0
- f. Location of Assembly (legal description of property if known): The display will be shot from The Gulf State Park Pier
- g. Owner of Property: The State of Alabama

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
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  - (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.

APPLICATION FOR PUBLIC ASSEMBLY PERMIT  
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:** Thursday, June 16, 2016 8:07 AM  
**To:** Edward J. Delmore; Hartly Brokenshaw; Andy Bauer; Mark Acreman; Brandan Franklin; Grant Brown  
**Cc:** Wanda Parris; Matt Young; Alicia Talley  
**Subject:** Assembly Permit Gulf State Park Pier Fireworks  
**Attachments:** SKM\_C224e16061608070.pdf

| Tracking: | Recipient         | Delivery                     | Read                     | Response                   |
|-----------|-------------------|------------------------------|--------------------------|----------------------------|
|           | Edward J. Delmore | Delivered: 6/16/2016 8:07 AM | Read: 6/16/2016 8:43 AM  | Approve: 6/16/2016 1:36 PM |
|           | Hartly Brokenshaw | Delivered: 6/16/2016 8:07 AM | Read: 6/16/2016 8:18 AM  | Approve: 6/16/2016 8:18 AM |
|           | Andy Bauer        | Delivered: 6/16/2016 8:07 AM | Read: 6/16/2016 8:45 AM  | Approve: 6/16/2016 8:45 AM |
|           | Mark Acreman      | Delivered: 6/16/2016 8:07 AM | Read: 6/16/2016 8:34 AM  | Approve: 6/16/2016 8:34 AM |
|           | Brandan Franklin  | Delivered: 6/16/2016 8:07 AM | Read: 6/16/2016 8:29 AM  | Approve: 6/16/2016 8:32 AM |
|           | Grant Brown       | Delivered: 6/16/2016 8:07 AM | Read: 6/16/2016 10:20 AM |                            |
|           | Wanda Parris      | Delivered: 6/16/2016 8:07 AM | Read: 6/16/2016 8:17 AM  | Approve: 6/16/2016 8:17 AM |
|           | Matt Young        | Delivered: 6/16/2016 8:07 AM | Read: 6/16/2016 9:04 AM  | Approve: 6/16/2016 9:42 AM |
|           | Alicia Talley     | Delivered: 6/16/2016 8:07 AM | Read: 6/16/2016 8:25 AM  |                            |

*City Administrator*

 6/16/16

Please see the following Assembly Permit for the Gulf State Park Pier 4<sup>th</sup> fireworks.  
Please use your voting buttons and approve/reject.

Thanks  
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



PLANNING AND ZONING DEPARTMENT

TEMPORARY SIGN PERMIT APPLICATION

Temporary Sign Permits may be approved for events associated with temporary carnivals, festivals, fairs, and sporting events, educational and cultural events, charitable, school, and church events, reunions, grand openings & closings, auction, Official City, or State of Alabama notices, private sales, and any other similar events, requiring or not requiring an assembly permit.

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- 1. Only one such sign shall be allowed per property, per street frontage;
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6. Temporary signs which have expired shall be summarily removed by the City.

Temporary Sign Fees:

Permit Fee.....\$25.00

The fee may be waived for non-profit groups.

AN INCOMPLETE APPLICATION WILL BE RETURNED TO APPLICANT

APPLICANT & OWNER INFORMATION:

Applicant: Lesley Dethloff Property Owner: State of Alabama Sign Contractor: Installation COGS

Applicant Mailing Address: P O Box 299 Gulf Shores AL 36547

Phone #: (251 ) 223-7676 Fax #: ( ) Email: ldethloff@gulfshoresal.gov

Sign Location (Business Name): Gulf State Park Pier Physical Address: 20800 E. Beach Blvd, Gulf Shores, AL 36542

**SIGN INFORMATION:**

Sign Area (sq. ft.): \_\_\_\_\_ Dimensions 3' x 6' Sign Height- 4' – on stakes.

Dates to be Used: The week of July 4th Installation: 6/27/16 Removal: 7/5/16 By signing below, I hereby certify that I have read the above information and attest that the information provided herein and on the submitted plans and documentation is true and correct to the best of my knowledge and understand that any omissions or inaccurate information can cause this application to be rejected. I further understand that temporary sign shall be removed on the date specified above.

**APPLICANT/OWNER SIGNATURE:** Lesley Dethloff (Print) Lesley Dethloff

**Date:** \_\_\_\_\_

Fee Paid: \_\_\_\_\_

Date Issued: \_\_\_\_\_

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

**ADDENDUM "A"**

**CONTRACT AGREEMENT BETWEEN PYRO SHOWS AND  
THE CITY OF GULF SHORES, 2016**

This addendum sets out the terms and conditions in extension or amendment of any terms or conditions otherwise set out in the Contract to which it is attached. In the extent of any conflict or inconsistency between the terms and conditions set out in the addendum and terms or conditions set out elsewhere in the contract, the provision of this Addendum shall control. It contains the complete understanding of the parties hereto and may not be amended, supplemented, varied or discharged except by an instrument in writing. The validity, construction and effect of this Contract shall be governed by the laws of the State of Alabama. The Contract between Pyro Shows, and the City of Gulf Shores, dated the <sup>14</sup>20th of June, for services performed as described in said contract, shall have the following items constituting an Addendum to Contract.

I. Security: Pyro Shows Shores shall provide security personnel at the Fireworks Loading Site when Pyro Shows personnel are not working on site.

II. Insurance: The following shall be named as additional insured: City of Gulf Shores, and Cassidy Brothers Construction. Should other marine equipment be used, said equipment owners shall also be lie insured.

III. Indemnifications and Liability: Pyro Shows shall hold harmless and indemnify City of Gulf Shores from any demands, claims, causes of action or liability arising from damage to or destruction of real or personal property or bodily or personal injuries, whether arising from tort, contract or otherwise, that occur directly or indirectly from the failure of Pyro Shows to comply with its obligations and responsibilities as set forth in this addendum or contract, including attorney fees and costs. Pyro Shows, shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from the City of Gulf Shores, including, without limitation, loss of income, business or profits.

ACCEPTED AND AGREED

\_\_\_\_\_  
Mayor Craft  
City of Gulf Shores

ACCEPTED AND AGREED

  
\_\_\_\_\_  
Pyro Shows, Inc. PRESIDENT



# Gulf State Park Pier July 4, 2016 fireworks

Expected Wind Direction

100' set back of small shells

300' set back during load in of shells

Safety Fallout Zone is 700' for 10" shells during show

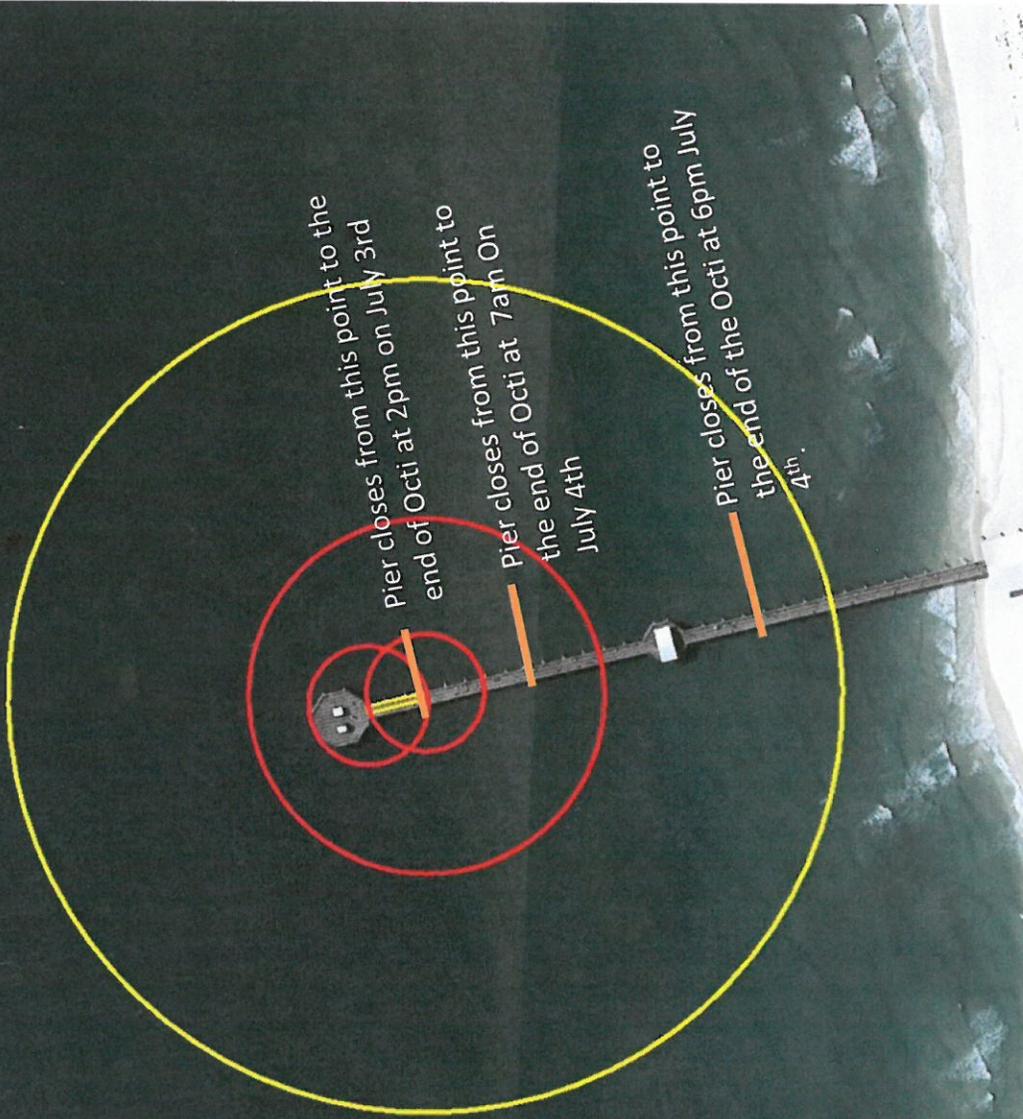
**Show Name:** City of Gulf Shores  
**Show Location:** Gulf Shores, AL  
**Show Time:** 9:00 PM

**Show Date:** July 4, 2016  
**Rain Date:** N/A

**Maximum Shell Size:** 10"  
**Safety Fallout Radius:** 700'

**Note:** Show is built 100' from end of pier to allow fishing until 2:00 Pm on July 3.

**Pyro Shows, Inc.** 6/3/2016  
800-662-1331 SB



Entire pier is back open for business 2:00 am on the July 5<sup>th</sup>, 2016.



STATE OF ALABAMA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
**Gulf State Park**  
5 State Highway 135  
Gulf Shores, Alabama 36542  
Phone 251-948-7275 Fax 251-948-7726  
StatePark@dcnr.alabama.gov  
alapark.com



Lisa Laraway Atchley  
District Superintendent

Robert W. Grant, Jr.  
District Director

June 8, 2016

Dear Matt,

I am following up on our conversation regarding the specifics of your request to have the fireworks on the Gulf State Park Pier. After much thought, consideration and discussion with our Commissioner and Parks Director, we want to do what we can to work with the City of Gulf Shores to continue our great relationship and allow the fireworks for the 2016 year to take place on the pier.

This is an exciting thing for all of us involved and as I have stated in the past the effect it has on our park financially and the visitation of pier patrons is significant, however I feel we can easily remedy this. The park would like to propose that in order to make up for the loss of revenue and customer satisfaction that the city assist us with promotions and collections of donations for our Sponsor a Veterans Fund. After reviewing the financials for the past 4 years, the effect of having the pier closed during a major holiday costs us a loss of \$10-12,000. As discussed if the city is able to help us collect donations at the public beach and assist with signage that can let people know we have a Sponsor a Veterans Fund that allows site seeing and discounts for Veterans at the pier, then the money we collect can help with that loss.

We want to take this opportunity to remind our park and city patrons of the significance of July 4<sup>th</sup> and other memorial holidays and focus on patriotism. We would ask that the city use any marketing and promotional tools necessary to advise the public that we will all be collecting donations at the City Public Beach, The State Park Pier and Beach Pavilion all day on the 4<sup>th</sup>. We plan on charging for parking at the pier, picnic area and Beach pavilion and would like the assistance of the city with any personnel available to help offset the loss revenue as well.

Attached please find the diagram of the pier times and closings for your approval with PyroShows. We can coordinate with them onsite for all operations on both the 3<sup>rd</sup> and the 4<sup>th</sup> of July until the debris is completely removed. We will set up a pre-event meeting with the city and our marketing and special events staff to make sure all details are covered. Once everything is agreed upon we would like to execute a Memorandum of Understanding just to be certain all areas are covered.

We are looking forward to working with the city on what we hope to be a long term agreement with the park. Please let me know if you have any additional questions.

Sincerely,

A handwritten signature in cursive script that reads "Lisa Laraway Atchley".

Lisa Laraway Atchley  
District Superintendent

**PYRO SHOWS  
P.O. BOX 1776  
LAFOLLETTE, TN 37766**

**Contract Agreement**

This Agreement, made this 3<sup>rd</sup> Day of June 2016, by and between **PYRO SHOWS, Inc.**, a Tennessee Corporation, whose address is 115 N. 1<sup>st</sup> Street, LaFollette, Tennessee 37766, and hereinafter referred to as **PYRO SHOWS** and **City of Gulf Shores** with its principle place of business located at P.O. Box 299, Gulf Shores in the State of Alabama hereinafter referred to as "Customer."

**WITNESSETH**

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

**I. FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to customer a firework display (hereinafter "Show") pursuant to the display #16AL07-04CUST25000-0094 dated this 3<sup>rd</sup> Day of June, 2016. The show will be given on the 4th Day of July 2016.

**II. CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon rain date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.

**III. SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor, and submitted and approved, to PYRO SHOWS prior to the event.

**IV. SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.

**V. INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.

**VI. AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

**VII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

**VIII. PERMITS AND LICENSES:** Customer shall assist PYRO SHOWS in the acquisition and maintenance of all necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. Any expenses for security or stand by fire protection shall be the responsibility of the customer. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Campbell

County in the State of Tennessee, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction.

**IX. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.

**X. ADVERTISEMENT AND PROMOTIONS:** Customer agrees to state that fireworks display is being provided by PYRO SHOWS in all advertisements and promotions. Furthermore, Customer agrees to allow PYRO SHOWS to use sponsors name and/or logo in PYRO SHOWS list of clients and any Pyro Shows advertisements and promotions.

**XI. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.

**XII. WORKER'S COMPENSATION/EMPLOYEES:** PYRO SHOWS shall provide Worker's Compensation insurance for its employees only.

**XIII. INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$5,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.

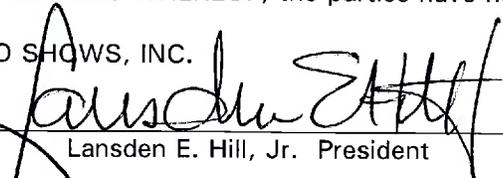
**XIV. PAYMENT TERMS:** City of Gulf Shores shall pay PYRO SHOWS \$25,000.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$12,500.00) upon return of signed contract. Balance will be due in PYRO SHOWS office net 30 days of show.

**XV. TAXES:** Customer shall be responsible for all applicable sales taxes.

**IMPORTANT:** Checks must be payable to PYRO SHOWS, INC.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.  
BY:  Date 6/5/16  
Lansden E. Hill, Jr. President

CUSTOMER  
BY: \_\_\_\_\_ Date \_\_\_\_\_  
Signature Print Name Title

**WARRANTY EXCLUSIONS**

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

**ADDENDUM "A"**

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THE CITY OF GULF SHORES, 2016**

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ACCEPTED AND AGREED

ACCEPTED AND AGREED

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Mayor Craft  
City of Gulf Shores

 PRESIDENT  
Pyro Shows, Inc.

# Memorandum of Understanding between Gulf State Park and the City of Gulf Shores For use of the Gulf State Park pier for Fireworks for the July 4<sup>th</sup>, 2016 celebration

This MOU serves as a formal agreement for both Gulf State Park (GSP) and The City of Gulf Shores (COGS) parties to provide the following:

## Gulf State Park

- Access to the Gulf State Park pier for set up and tear down by the subcontractor Pyro Shows for the time allocated on the attached diagram. Pier must be left in the condition it was prior to event set up.

## The City of Gulf Shores to Gulf State Park

- A D.J. on the Pier on July 4<sup>th</sup>, 2016 from 5:00pm until the completion of the fireworks show at approximately 9:30pm
- A donation box at the main public beach area with signage to collect money for the Sponsor A Veteran Program (SAVP) on July 4<sup>th</sup> from 5:00pm – 9:30pm
- Signage in the form of an erasable fish and used as a marketing tool and a logo for our SAVP to utilize for tracking the monetary funds raised at each facility. One sign at each of the following areas Salt Water Beach Pavilion, GSP Pier, COGS Public Beach. All signs to remain with GSP to use for future marketing.
- All marketing for the July 4<sup>th</sup> city events will include the partnership of the GSP and COGS in their efforts to raise funds for the SAVP.
- Assistance with clean-up of the beaches on both the east and west side of the pier during and immediately after the event is completed. (There are no restrictions on park property to clean up at 10pm and should only take about 1 hour if it is being maintained during the event.)
- Advertising with a link from the COGS website to the GSP website noting the SAVP. Including a push on the COGS website on the dates prior to Veterans Day of 2016.
- After the event the COGS agrees to pay the park the monetary difference between the total donations that are taken in at the Public Beach and the Pier and \$8000. This \$8000 is just a portion of the loss that GSP takes due to the closures that will occur from the fireworks display. This payment will be made within 60 days of the completion of the fireworks.
- In the event that the COGS is able to assist with 3 attendants from 4-9pm for parking at the Pier, then all funds for parking will be included in the total raised.

| Entity              | Print/Signature/Title | Date |
|---------------------|-----------------------|------|
| Gulf State Park     |                       |      |
| City of Gulf Shores |                       |      |

**RESOLUTION NO. -16**

**A RESOLUTION APPOINTING  
CITY CLERK  
AS PERSON TO PREPARE  
LIST OF QUALIFIED VOTERS  
FOR 2016 MUNICIPAL ELECTION  
IN THE CITY OF GULF SHORES**

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON JUNE 27, 2016, as follows:

**Section 1.** That City Clerk, Wanda Parris, be and she is hereby appointed as the person to prepare the list of qualified voters for the 2016 municipal election in the City of Gulf Shores.

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

ADOPTED this 27th day of June, 2016.

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Robert Craft, Mayor

ATTEST:

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Wanda Parris, MMC  
City Clerk

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 June 27, 2016.

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City Clerk