



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

**1. Councilmember Discussion Period**

- A. Councilman Harris

**2. Environmental / Grants Coordinator**

- A. Accept Proposals For Gulf Place Project

Documents:

[EGC - GULF PLACE COUNCIL MEMO 08-15-16.PDF](#)  
[EGC - RESO - ACCEPT PROPOSALS - GULF PLACE PROJECT CK.PDF](#)

**3. Finance And Administrative Services Department**

- A. 2016 Fall Surplus List

Documents:

[FIN - A 2016 FALL SURPLUS MEMO.PDF](#)  
[FIN - B 2016 FALL SURPLUS LIST.PDF](#)  
[FIN - C 2016 FALL SURPLUS AD.PDF](#)

- B. Amend Resolution 5638-16 - Use Of Municipal Credit Cards

Documents:

[FIN - MEMO - PCARDS.PDF](#)  
[FIN - RESO PCARD.PDF](#)

- C. Amend Purchasing Manual

Documents:

[FIN - 1MEMO - AMEND PURCHASING MANUAL.PDF](#)  
[FIN - 2RESO - AMEND PURCHASING MANUAL.PDF](#)

**4. Public Works Department**

- A. Starting Platforms Bodenhamer Recreation Center Pool Bid

Documents:

[PWD - MEMO -STARTING PLATFORMS FOR REC CTR POOL.PDF](#)  
[PWD - STARTING PLATFORMS FOR REC CTR POOL - BID TAB.PDF](#)

B. Access Management Improvement Project Bid

Documents:

[PWD - A MEMO ACCESS MANAGEMENT BID.PDF](#)  
[PWD - B ACCESS MANAGEMENT SITES 3 4 - BID TAB.PDF](#)

C. Design Proposal For Fort Morgan Trail Improvement Project

Documents:

[PWD - MEMO -DEWBERRY PROPOSAL FT MORGAN TRAIL.PDF](#)  
[PWD - DEWBERRY SERVICES PROPOSAL - FT MORGAN TRAIL.PDF](#)

**5. Recreation And Cultural Affairs**

A. Public Assembly Permit Application - Coastal AL Business Chamber 45th Annual National Shrimp Festival

Documents:

[RAC - PUBLIC ASSEMBLY PERMIT APPLICATION - SHRIMP FESTIVAL.PDF](#)

B. Public Assembly Permit Application - Alabama PALS - COGS

Documents:

[RAC - PUBLIC ASSEMBLY PERMIT APPLICATION - ALABAMA PALS - COGS.PDF](#)

C. 2017 Entertainment Series

Documents:

[RAC - ENTERTAINMENT SERIES REPORT - 2016.PDF](#)  
[RAC - MEMO - 2017 ENTERTAINMENT SERIES CONTRACT REQUEST.PDF](#)

**6. City Clerk**

A. Board Appointment - Library Advisory Board

Documents:

[CC - MEMO BOARD APPOINTMENT.PDF](#)  
[CC - RESO BOARD APPOINTMENTS- LIBRARY ADVISORY BOARD - DALTON.PDF](#)

**DATE:** August 15, 2016

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

**RECOMMENDATION:** Amend Resolution NO. 5919-16 to formally accept proposals from TSW and Volkert, Inc. as presented at the February 15, 2016 Committee of the Whole meeting; and to accept a new proposal (16-P0703) from Volkert, Inc. to perform additional permitting work required for the Gulf Place Project. The total estimated fee for this additional work is \$48,000.

**BACKGROUND:** Proposals were presented at the February 15, 2016 Committee of the Whole Meeting from TSW (Task 1.0-3.5) in an amount not to exceed \$155,500, and Volkert, Inc. (Schematic Design Phase) in an amount not to exceed \$32,000, to prepare schematic design plans (60%), pricing estimates, site surveys, geotechnical investigations, and permitting for the Gulf Place Project. The Council subsequently authorized the expenditure of funds in an amount not to exceed \$187,500 for the Gulf Place Project at the regular session on February 22, 2016, but it is necessary to formally accept the proposals from TSW and Volkert, Inc. specifically for the 60% Schematic Design + Permitting work.

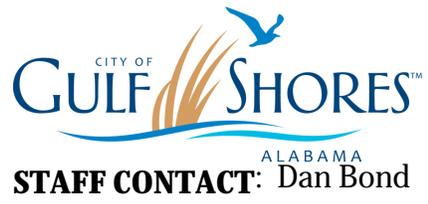
During the initial phase of the permitting process it was determined through coordination with USFWS that the project would require additional permitting documents, including a draft environmental assessment, a Section 10 Incidental Take Permit Application, and a Habitat Conservation Plan as required by National Environmental Policy Act (NEPA) regulations. These additional documents are estimated to cost \$48,000.

**PREVIOUS COUNCIL ACTION:** Resolution 5619-16 authorized expenditure of G.O. Taxable Warrant, Series 2012-A funds in an amount not to exceed \$187,500 for the Gulf Place Project. Long-term credit has been secured with 2016-B funds to repay and replace 2012-A funds (Ord. No. 1822).

**BUDGET IMPLICATIONS:** The \$48,000 for additional permitting documents will need to be included in Budget Amendment 3 for 2016.

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

**DEPARTMENT:** Executive



SMALL TOWN, BIG BEACH™

Post Office Box 299  
Gulf Shores, AL 36547

RESOLUTION NO. -16

**A RESOLUTION  
TO AMEND RESOLUTION NO. 5619-16  
AUTHORIZING EXECUTION OF AGREEMENTS FOR THE  
GULF PLACE PROJECT EXPENDITURES DRAWN FROM THE  
G. O. TAXABLE WARRANT, SERIES 2012-A FUNDS AND REPLACE WITH FUNDS  
FROM THE G.O. TAXABLE WARRANT SERIES 2016-B FUNDS AND  
ACCEPTING THE PROPOSALS OF TSW AND VOLKERT  
FOR PROFESSIONAL SERVICES NOT TO EXCEED \$187,500.00  
AND AN ADDITIONAL PROPOSAL FROM VOLKERT, INC. TO PERFORM  
PERMITTING WORK IN AN AMOUNT NOT TO EXCEED \$48,000.00**

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

**Section 1.** That Resolution No. 5619-16 adopted February 22, 2016 authorizing expenditure of G. O. Taxable Warrant, Series 2012-A Funds in an amount not to exceed \$187,500.00 for the Gulf Place Project, is hereby amended for funds to be spent from the City's General Obligation Taxable Warrant Series 2016-B to replace any funds previously approved from the 2012-A Funds, for the purpose of paying Gulf Place engineering, permit work and other expenses relative thereto.

**Section 2.** To accept proposals for professional services from TSW (Task 1.0-3.5) in an amount not to exceed \$155,500.00 and Volkert, Inc. (Schematic Design Phase) in an amount not to exceed \$32,000.00 to prepare schematic design plans (60%), pricing estimates, site surveys, geotechnical investigations and permitting for the Gulf Place Project, and

**Section 3.** That an additional proposal from Volkert, Inc. is hereby accepted to perform further permitting work including a draft environmental assessment, a Section 10 Incidental Take Permit Application and a Habitat Conservation Plan as required by the National Environmental Policy Act (NEPA) Regulations at a cost not to exceed \$48,000.00 for which payment will be drawn from the Series 2016-B Fund; and

**Section 4.** That the Mayor and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, professional service agreements between the City of Gulf Shores and TSW and the City of Gulf Shores and Volkert, Inc. in substantially the forms presented to Council this date.

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

Adopted this 22nd day of August, 2016.

\_\_\_\_\_  
Robert Craft, Mayor

ATTEST:

Attest: \_\_\_\_\_  
Wanda Parris, MMC  
City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -16 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on August 22, 2016.

City Clerk





SMALL TOWN, BIG BEACH™

**DATE:** August 4, 2016

**ISSUE:** 2016 Fall Surplus Auction

**RECOMMENDATION:** Declare attached list of items surplus and authorize auction of declared surplus items.

**BACKGROUND:** Surplus items will be auctioned through [www.govdeals.com](http://www.govdeals.com) beginning Monday, August 29, 2016, and ending on Monday, September 12, 2016. Surplus items are auctioned biannually, every spring and fall.

**RELATED ISSUES:** It is expected that there will be a subsequent auction this winter for surplus vehicles that have been replaced in 2016. The new vehicles are currently being decaled, so fleet transition is still ongoing.

**ATTACHMENTS:**

- 2016 Fall Surplus Ad
- 2016 Fall Surplus List

**BUDGET IMPLICATIONS:** The proceeds derived from auction shall be deposited in the General Fund of the City of Gulf Shores.

**DEPARTMENT:**

Purchasing Division  
Administrative & Financial Services

**STAFF CONTACT:**

Renee Eberly  
Purchasing Officer

## FALL 2016 SURPLUS LIST

DEPARTMENT	ITEM	QTY	NOTES
BEACH	2011 DODGE DAKOTA #6006	1	1D7RW3GK6BS623540
BODENHAMER	ALUMINUM BENCHES	2	
BODENHAMER	DEHUMIDIFIER	1	
BODENHAMER	TROPHIES	LOT	DISPOSED
BODENHAMER	XEROX SCANNER	1	
BODENHAMER	LAUNDRY BASKETS	4	
BODENHAMER	SHERWOOD TUNER	1	
BODENHAMER	ELEC PENCIL SHARPENER	1	BROKEN
BODENHAMER	BASEBALL HELMETS	LOT	
BODENHAMER	COKE CONTAINERS	3	
BODENHAMER	BASEBALL BATS	LOT	
BODENHAMER	SHOULDER PADS	LOT	
BODENHAMER	BLOWUP SWIM FLOATS	LOT	
BODENHAMER	OFFICE CHAIRS	2	
BODENHAMER	ROUND TABLES	3	
BODENHAMER	CITY LOGO SHIRTS	LOT	DISPOSED
BODENHAMER	POOL BLASTER TOOL	1	
BODENHAMER	SPORTS APPARREL	LOT	
BODENHAMER	PLASTIC HOSE	1	
BODENHAMER	TENNIS NETS	3	
BODENHAMER	TRASH CANS	2	
BODENHAMER	VENT PIPE	1	
BODENHAMER	VINYL SIGN	1	
BODENHAMER	POOL STARTING PAD	1	
BODENHAMER	TOILET PAPER DISPENSERS	2	
BODENHAMER	BARREL FAN	1	WORN
BODENHAMER	FIBERGLASS POOL STAIRS	1	CRACKED
BODENHAMER	METAL CHAIRS	11	
BODENHAMER	TABLE PARISOL	1	
BODENHAMER	WHITEBOARD	1	DISPOSED
BODENHAMER	BASKETBALL BACKBOARDS & RIMS	3	
CIVIC CENTER	RECTANGLE TABLES	37	DONATED
INFO TECH	HP 19" MONITOR	3	BROKEN
INFO TECH	SAMSUNG 26" MONITOR	1	BROKEN
INFO TECH	DELL 24" MONITOR	1	BROKEN
INFO TECH	DELL SPEAKERS PAIR	1	
INFO TECH	HP DVR HD 50 GB	2	
INFO TECH	DVD STORAGE BOX	2	
INFO TECH	LTO DATA CARTRIDGE	20	
INFO TECH	HP INK CARTRIDGE	4	
INFO TECH	COMPUTER KEYBOARDS	15	

INFO TECH	COMPUTER MICE	16	
INFO TECH	CISCO PHONES	2	BROKEN
INFO TECH	FUJITSU SCANNER	1	NO CABLES
INFO TECH	CAMERA POLE MOUNT	6	
INFO TECH	HP PRINTER PAPER TRAY	2	
INFO TECH	PHILLIPS DVD PLAYER	1	
INFO TECH	MISC BATTERY BACK UPS	8	BROKEN
INFO TECH	SURGE PROTECTOR	1	
INFO TECH	LENOVO LAPTOP	1	NO CORD
INFO TECH	DELL LAPTOP	1	NO CORD
INFO TECH	HP MINI NOTEBOOK	2	NO CORD
INFO TECH	COMPUTER CABLES	LOT	
INFO TECH	CAMERA ENCLOSURES	3	
INFO TECH	WIRELESS ROUTER	1	
INFO TECH	FILE ORGANIZER	1	MISSING PARTS
INFO TECH	CISCO WIRELESS AP	2	BROKEN
INFO TECH	COMPUTER SPEAKER BAR	1	
INFO TECH	LENOVO DESKTOP PC	1	LANDSCAPING*
INFO TECH	DELL OPTIPLEX PC	3	NO CABLES
MAINTENANCE	STIHL WEEDER #6824	1	WORN
MAINTENANCE	MAYTAG WASHER	1	USED
MAINTENANCE	MAYTAG DRYER	1	USED
MAINTENANCE	STIHL WEEDER #6804	1	WORN
MAINTENANCE	HALOGEN LIGHT FIXTURES	1	
MAINTENANCE	4' FLUORESCENT FIXTURE	1	
MAINTENANCE	LED ROPE LIGHTING	LOT	
MAINTENANCE	MISCELLANEOUS WIRE	LOT	
MAINTENANCE	PLUMBING FITTINGS	LOT	
MAINTENANCE	HARDWARE ITEMS	LOT	
MAINTENANCE	36" WOODEN DOORS	2	
MAINTENANCE	2X4' CEILING TILE BOXES	3	
MAINTENANCE	MAILBOX	1	
MAINTENANCE	MISCELLANEOUS VENTS	LOT	
MAINTENANCE	WOOD CABINET	1	
MAINTENANCE	STIHL WEEDER #3858		WORN
MAINTENANCE	2005 KAWASAKI MULE #8608	1	JK1AFEB165B500840
POLICE	ELECTRIC SPRAY GUN	1	
POLICE	NEW CLOTHING	LOT	
POLICE	TWIN BEDSHEET SET	1	
POLICE	WALLETS & PHONE CASES	LOT	
POLICE	LUGGAGE PIECES	2	
POLICE	FUR COAT	1	
POLICE	LEATHER POLICE GEAR	LOT	
POLICE	METAL TICKET BOOK HOLDERS	LOT	
POLICE	USED FLASHLIGHT	1	

POLICE	STUN GUN	1	
POLICE	ELECTRIC HEDGE TRIMMERS	1	
POLICE	FISHING POLES	3	
POLICE	BACKBACKS	2	
POLICE	SOFTSIDE YETI COOLER	1	
POLICE	AIR WRENCH GUN	1	
POLICE	AV CORD	1	
POLICE	GUN CASE	1	
POLICE	PLAYSTATION HANDLE	1	
POLICE	AC/DC CAR POWER CONVERTER	1	
POLICE	DEER WARNING WHISTLES PK	1	
POLICE	PLAYSTATION 3 GAMES	3	
POLICE	PORTABLE DVD PLAYER	1	
POLICE	RYOBI BATTERY OP SAW	1	
POLICE	BOLT CUTTERS	3	
POLICE	CROWBARS	2	
POLICE	SOCKET SET	1	
POLICE	FOSSIL WATCH	1	
POLICE	CASIO WATCH	1	
POLICE	COSTUME JEWELRY	LOT	
POLICE	MACHETTE	1	ANIMAL CONTROL
PUBLIC WORKS	MISC RADIO PARTS	LOT	
PURCHASING	ANALOG TV SET	1	RECYCLED
PURCHASING	HP PRINTER	1	
PURCHASING	3M PROJECTOR	1	
PURCHASING	CELL PHONES & ACCESSORIES	LOT	
PURCHASING	OLD CITY FLAGS	LOT	
SP EVENTS	RECTANGLE TABLES	4	STREETS
STREET	11 HP GENERATOR	1	WORN
STREET	2002 DODGE RAM 2500 #3047	1	3B7KC26Z62M255723

# NOTICE

## SURPLUS AUCTION CITY OF GULF SHORES

AUCTION WILL BE HELD ON LINE AT  
[www.govdeals.com](http://www.govdeals.com)

STARTS MONDAY, AUGUST 29, 2016

ENDS MONDAY, SEPTEMBER 12, 2016

AUCTION ITEMS MAY BE REVIEWED DURING BUSINESS  
HOURS BY APPOINTMENT AT

**PUBLIC WORKS FACILITY  
160 W. 36<sup>TH</sup> AVE.  
GULF SHORES, AL 36542  
(Behind NFL Home Center, Highway 59)**

Call Daniel Santa Cruz @ 251-968-1441,  
or email at [dsantacruz@gulfshoresal.gov](mailto:dsantacruz@gulfshoresal.gov)  
Appointment schedule between the hours of 7 AM and 1 PM

**Terms: ALL ITEMS ARE SOLD “AS IS-NO WARRANTY” AND  
MUST BE PAID AND PICKED UP WITHIN TEN (10) BUSINESS  
DAYS OF AUCTION END.**

**NOTE: THE CITY IS NOT RESPONSIBLE FOR SHIPPING,  
LOADING, OR TRANSPORTING ANY ITEMS. SUCCESSFUL  
BIDDERS MUST COME PREPARED TO JUMP START  
VEHICLE OR EQUIPMENT, CHANGE BATTERIES, REPAIR  
FLAT TIRES AND LOAD OR TOW ALL VEHICLES AND  
EQUIPMENT. ALL ITEMS FROM LOTS MUST BE REMOVED.**

**Payments must be made through GovDeals (see website for details).**

**DATE:** August 10, 2016

**ISSUE:** Procurement Credit Cards

**RECOMMENDATION:** Replace Special Events Programs & Events Supervisor with Events Coordinator. Limit to stay the same at \$3,000.

**PREVIOUS COUNCIL ACTION:** Resolution No. 5638-16 was issued March 14, 2016.

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

**RELATED ISSUES:** None

**ATTACHMENTS:** Drafted resolution includes full list of procurement credit cards.

**DEPARTMENT:** Purchasing Division, Finance & Administrative Services

**STAFF CONTACT:** Renee Eberly, Purchasing Officer

**RESOLUTION NO.**

**A RESOLUTION AMENDING RESOLUTION 5638-16  
AUTHORIZING USE OF MUNICIPAL CREDIT CARDS BY  
CERTAIN OFFICERS AND EMPLOYEES  
OF THE CITY OF GULF SHORES**

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

**Section 1.** That Resolution 5638-16, authorizing Use of Municipal Credit Cards by Certain Officers and Employees of the City of Gulf Shores, be and is hereby amended by adding certain positions and amounts.

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

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

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

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

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

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

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

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

**Section 7.** That with respect to purchases and expenditures on behalf of the City, all such purchases and expenditures shall be in conformity with all written purchasing policies and procedures of the City.

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

ADOPTED this 22nd day of August, 2016.

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Robert Craft, Mayor

ATTEST:

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Wanda Parris, MMC  
City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on August 22, 2016.

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City Clerk



SMALL TOWN, BIG BEACH

## COUNCIL AGENDA SUMMARY

**DATE:** July 26, 2016

**ISSUE:** Seeking Council authorization to amend the Purchasing Manual Chapter XVIII Petty Cash and Cash Box Policy Section A, by changing the Special Events & Programs petty cash custodian from the Programs/Events Supervisor to the Events Coordinator.

**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 August 22, 2016

**DEPARTMENT:** Finance and Administrative Services

**STAFF CONTACT:** Cindy King, Director

Anna Fuqua, Accounting Supervisor

RESOLUTION NO. 5693-16

A RESOLUTION  
AMENDING RESOLUTION NO. 5662-16,  
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 AUGUST 22, 2016, as follows:

**Section 1.** That Resolution No. 5662-16, 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	<del>Program/Events Supervisor</del> <u>Coordinator</u>
Library	500	Library Assistant Senior
Parks & Rec.	900	Recreation Manager
Recreations Concessions	3,500	Asst. Dir. Recreation & Cultural Affairs
Tennis Center	200	Athletic Coordinator
Cultural Center	300	Program/Events Supervisor
City Store	1,300	Retail Operations Coordinator
<b>TOTAL</b>	<b>\$10,200</b>	

\*\*\*

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

ADOPTED this 22nd day of August, 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. 5693 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on August 22, 2016.

City Clerk



SMALL TOWN, BIG BEACH™

**DATE:** August 9, 2016

**ISSUE:** Starting Platforms for Recreation Center Pool Bid

**RECOMMENDATIONS:** Award bid to Aquatic Technology Inc. for the amount of \$25,685.64 to furnish the new Starting Platforms for the Recreation Center Pool.

**BACKGROUND:** Bids were opened on August 9, 2016 for the Starting Platforms. Aquatic Technology Inc. was the lowest conforming bidder with an amount of \$26,685.64. The Starting Platforms are to be installed prior to the new floor surface being installed around the pool.

**PREVIOUS COUNCIL ACTION:** Council passed 2016 Budget that included funding for the Recreation Center Pool Repairs.

**BUDGET IMPLICATIONS:** Funding for this item is included in the \$600,000 budgeted in Account #40-553-80874 for Bodenhamer Improvements.

**RELATED ISSUES:** None

**ATTACHMENTS:** Bid Tab

**DEPARTMENT:** Public Works

**STAFF CONTACT:** Mark Acreman



**BID TABULATION SHEET**

Project Name: **STARTING PLATFORMS FOR RECREATION CENTER POOL**  
 Requisition No. **2016-0810**

Bid Date: **August 9, 2016**  
 Bid Opening Time: **10:30 AM**

Bidder's Name	Aquatic Technology	Duffield Aquatics	Recreation Supply Company	Recreonics	Sunbelt Pools of GA	The Lifeguard Store
City, State	Augusta, ME	Anderson, SC	Bismarck, ND	Louisville, KY	Atlanta, GA	Normal, IL
Bond	N/A	N/A	N/A	N/A	N/A	N/A
Affidavits	✓	✓	✓	✓	✓	✓
Addenda Received	N/A	N/A	N/A	N/A	N/A	N/A
Notes						
Bid Amount GRAND TOTAL	\$25,685.64	\$34,094.92	\$31,772.40	\$30,745.96	\$41,067.52	\$31,269.00

OPENED BY: 

TABULATED BY: 

WITNESS BY: 



SMALL TOWN, BIG BEACH™

**DATE:** August 9, 2016

**ISSUE:** Access Management Improvement Project Bid

**RECOMMENDATIONS:** Award Bid for Access Management Improvement Project – Sites 3 & 4 to R&S Paving & Grading, Inc. in an amount not to exceed \$80,000.00.

**BACKGROUND:** The City opened bids on Tuesday, August 2, 2016 for the Access Management Improvement Project Sites 3 & 4 project. This project will improve access to Arby's as well as major upgrades to the intersection of Clubhouse Drive and Highway 59.

R&S Paving & Grading, Inc. was the only conforming bidder with an amount of \$78,402. Since the project was a Unit Price Bid, Public Works recommends awarding the contract in an amount not to exceed \$80,000.00.

**PREVIOUS COUNCIL ACTION:** Council passed the 2016 Budget that included funding for the Highway 59 Sidewalks Project which included this portion of work.

**BUDGET IMPLICATIONS:** Funding for this project is included with the Highway 59 Sidewalks Project, in account #40-879-65400.

**RELATED ISSUES:** None.

**ATTACHMENTS:** Bid Tabulation

**DEPARTMENT:** Public Works

**STAFF CONTACT:** Mark Acreman



**BID TABULATION SHEET**

Project Name: **ACCESS MANAGEMENT IMPROVEMENT PROJECT - SITES 3 & 4**  
 Requisition No. **2016-0802**

Bid Date: **August 2, 2016**  
 Bid Opening Time: **2:00 PM**

Bidder's Name	R&S Paving				
Alabama Contractor License No.	21328				
Bond	✓				
Affidavits	✓				
Addenda Received	N/A	N/A	N/A	N/A	N/A
Notes					
Bid Amount BASE BID TOTAL	\$78,402. <sup>00</sup>				

OPENED BY: *Mark Aceman*

TABULATED BY: *[Signature]*

WITNESS BY: *[Signature]*



SMALL TOWN, BIG BEACH™

**DATE:** August 10, 2016

**ISSUE:** Design Proposal for Fort Morgan Trail Improvements project

**RECOMMENDATIONS:** Approve the Professional Services proposal from Dewberry Engineers Inc. (formerly Preble-Rish) in the amount of \$10,032.00.

**BACKGROUND:** The City received a Recreational Trails Program grant through the Alabama Department of Economic and Community Affairs to improve and widen the Fort Morgan Trail from 8' to 10'. This project will extend the previously improved portion of the trail from West Fairway Drive to Callaway Road.

The City received a professional services proposal from Dewberry to prepare the bid documents for the Fort Morgan Trail Improvements project. The \$10,032 design fee represents 9.5% of the estimated construction cost.

Testing and CE&I Services are not included in this design fee as none are anticipated. Should any additional services be required from Dewberry, those services would be provided on a Time & Materials basis.

**PREVIOUS COUNCIL ACTION:** Council passed Resolution No. 5546-15 authorizing execution submission of the grant application and authorizing payment of required matching funds.

**BUDGET IMPLICATIONS:** Funding for the design fees will be from Account #40-879-65500. Funding for construction will be included in the 2017 budget.

**RELATED ISSUES:** None.

**ATTACHMENTS:** Professional Services Proposal from Dewberry

**DEPARTMENT:** Public Works

**STAFF CONTACT:** Mark Acreman



August 9, 2016

Mr. Mark Acreman  
City of Gulf Shore  
Public Works Director  
1905 W. First St.  
P.O. Box 299  
Gulf Shores, AL 36547

**RE: Recreational Trails Grant Hwy 180**

Mr. Acreman:

Per your request, Dewberry Engineers Inc., d/b/a Dewberry | Preble-Rish is pleased to submit this proposal for engineering services for the Recreational Trail Improvement along Hwy 180.

**SECTION 1 - PROJECT UNDERSTANDING**

The scope of work consists of professional engineering and surveying services for an improvement along the existing trail along Hwy 180. The project widens the existing paved multiuse path from 8' to 10' wide.

**BASIC SCOPE OF SERVICES**

**PROJECT SCHEDULE:**

An acceptable schedule will be agreed upon between Dewberry Engineers Inc., d/b/a Dewberry | Preble Rish and The City of Gulf Shores prior to issuance of notice to proceed the services described in this document.

**SECTION 2: ENGINEERING SCOPE OF SERVICES**

The professional engineering scope of services to be provided will be based on the following Section 3:

*GENERAL SERVICES*

The Engineer shall perform certain professional engineering services relating to transportation, and drainage associated with the multiuse path.

Survey, Design, Permitting and Letting

1. Attend meetings regarding proposed projects.
2. Prepare preliminary layouts and sketches if needed.
3. Prepare preliminary construction cost estimates.



4. Field surveys for design and layout.
5. Design the work.
6. Obtain required construction permits and assist with obtaining utility easement, if necessary.
7. Prepare detailed contract drawings and specifications for construction.
8. Prepare construction estimates of quantities and cost.
9. Assembling and distributing Contract Documents on behalf of the City of Gulf Shores.
10. Assist City of Gulf Shores in receiving bids.
11. The Engineer shall conduct a pre-bid meeting with the qualified contractors.
12. Tabulate bids and make recommendations concerning award.
13. Assist City of Gulf Shores in award of the Contract.

It is understood and agreed by Dewberry Engineers Inc., d/b/a Dewberry | Preble-Rish that Client may determine not to proceed with the award of a contract for construction and that, whether or not a contract for construction of the project is awarded Dewberry Engineers Inc., d/b/a Dewberry | Preble-Rish, LLC may not be awarded a contract for engineering construction services.

#### Work Not Included

Specialized services, unless specifically stated in the established Project Scope, such as laboratory testing of materials, subsurface borings and activities of a similar nature, which require specialized equipment and technicians are not part of this Agreement. These special services also include the performance of property, or boundary surveys, services on calculations of special assessment, or operating manuals and operator training. The ENGINEER is not responsible under this Agreement to audit contractor's payrolls or records, or to check payrolls for compliance with wage rates or to act as foreman, superintendent, safety engineer, or for the safety of the contractors personnel, or to enforce governmental clauses made part of the construction contract as to consideration of the City of Gulf Shores receiving governmental loans or grants.

#### *SPECIAL SERVICES*

At the written request of the City of Gulf Shores, the Engineer shall accomplish such special services as required by the City. When the Engineer is requested to provide special services, such services may be provided by Engineer's own forces or through subcontracts with other professionals. However, contracts with other professionals for special services must have the written approval of the City of Gulf Shores before the work is initiated. Special services which may be required include, but are not necessarily limited to the following:

- A. Land Surveys and Engineering as necessary to establish property boundaries and prepare descriptions, and prepare property maps required for property right-of-way or easement acquisition purposes outside of the services in the scope of work.
- B. Soils and Material Investigations including test borings, laboratory and field testing of soils and materials and related reports as required for design and construction quality control purposes.

- C. Assistance of the City of Gulf Shores as expert witness in litigation arising from development or construction of any project.
- D. Accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the City of Gulf Shores.
- E. Perform other services as required by the City of Gulf Shores.

### **SECTION 3 - DESIGN STEPS AND APPROACH AND PERCENTAGE OF COMPLETION ALLOCATIONS**

The following steps shall be completed for the project planning, route surveying, engineering design, permitting and bidding services.

1. EVALUATION/COORDINATION (5% Project fees)
  - a. Coordination with City of Gulf Shores on details for the route improvement.
2. PERFORM ROUTE SURVEYING (15% Project fees)
  - a. Establish a construction baseline and construction stationing;
  - b. Locations of existing utilities, drainage structures, wetlands, roadways and right-of-ways;
  - c. Preparation of sanitary sewer system route drawings all the above items;
3. PREPARE CONSTRUCTION PLANS (45% Project fees)
  - a. Coordination with City of Gulf Shores staff for review and approval;
  - b. Prepare material specifications.
4. PERMITTING (20% Project fees)
  - a. Prepare, submit and obtain approval for ADEM , as needed.
  - b. Prepare, submit and obtain permits with; ALDOT.
5. PRE-QUALIFICATION (5% Project fees)
  - a. The Engineer shall conduct a pre-bid meeting with prospective contractors.
7. AWARDING CONSTRUCTION CONTRACT (5% Project fees)
  - a. The project engineering will provide a bid tabulation of all bids received from the contractors;
  - b. Based on the bid tabulation, a recommendation for awarding the contract will be made to the City of Gulf Shores for their approval.

### **SECTION 4 - FEES**

#### *RESPONSIBILITIES OF CITY OF GULF SHORES*

The Engineer agrees to provide professional services for all services included in Section 1, Project Description, Section 2, Engineering Scope of Work, and Section 3 Design Steps and Approach and the City of Gulf Shores agrees to pay the Engineer as compensation for its services nine and one half (9.5%)

of the allocated agreed estimated project cost, as benchmarks are completed on the project based on benchmarks percentage as set out in Section 3. Following timely completion of project, the City of Gulf Shores agrees to make final payment to Engineer as compensation for its services as specified below:

Fees – It is mutually agreed that compensation to the ENGINEER will be as follows:

For all work associated with Survey, Design, Permitting, and Letting as specified in General Services, the fee shall be based on a percentage of the estimated construction cost of the construction project, to be adjusted based on the actual construction cost as fixed by the lowest qualified bid received.

The percentage of construction cost for determination of Survey, Design, Permitting, and Letting fees based on a percentage of construction costs shall be in accordance with the following:

CONSTRUCTION COSTS		SURVEY, DESIGN, PERMITTING & LETTING PHASE – FEE %
\$	\$	GDBP
Less than	\$100,000	10.5%
\$100,000	\$250,000	9.5%
\$250,000	\$500,000	8.5%
\$500,000	\$750,000	7.75%
\$750,000	\$1,000,000	7.5%
\$1,000,000	\$2,000,000	7%
\$2,000,000	\$4,000,000	6.75%
\$4,000,000	And above	6.25%

It is mutually agreed that the Engineer’s Design fee by this method shall not be less for construction cost in the lower range of one construction step than is available by utilizing the maximum construction cost and percentage for the preceding lower construction step.

For all work associated with Survey, Design, Permitting and Letting required to complete detailed plans and specifications for individual construction projects, payment shall be made periodically, based on the City of Gulf Shores approved percentage of completion of the plans and specifications for the project as provided in percentage of completion allocations provided in Section 3.

**TERMS AND CONDITIONS**

In consideration of the engineering services provided by Dewberry Engineers Inc., d/b/a Dewberry | Preble-Rish, Client agrees to pay in addition to the invoice amount, interest at the rate of 1.5% per month (18% APR) for all balances outstanding for more than thirty (30) days from the invoice date, said interest to be calculated retroactively to the invoice date. In the event that Dewberry Engineers Inc., d/b/a Dewberry | Preble-Rish prevails in any litigation brought with respect to any dispute that may arise out of or in connection with this Contract, Client agrees to pay reasonable attorney’s fees and expenses of Dewberry Engineers Inc., d/b/a Dewberry |

Preble-Rish associated with said litigation. In the event the Client prevails in any such litigation, Dewberry Engineers Inc., d/b/a Dewberry | Preble-Rish agrees to pay reasonable attorney's fees and expenses of the Client associated with said litigation.

**RESTRICTION OF USE**

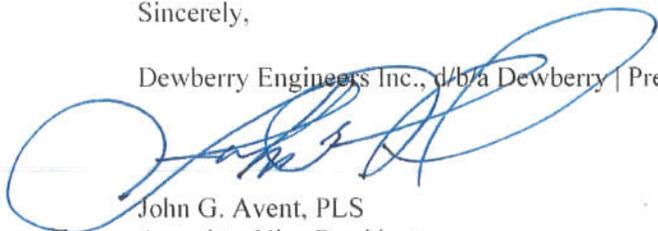
This proposal includes information that shall not be disclosed outside of the CLIENT and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offer, or as a result of, or in connection with, the submission of this information, CLIENT shall have the right to duplicate, use, or disclose the information to the extent provided in the resulting contract. This restriction does not limit, CLIENT's right to use information contained in this proposal if it is obtained from another source without restriction. The information subject to this restriction is contained on all pages of this proposal.

**AUTHORIZATION**

If this proposal meets with your approval, please return one (1) executed original to this office. Receipt of the executed proposal will serve as our authorization to proceed. If you have questions, please do not hesitate to contact us.

Sincerely,

Dewberry Engineers Inc., d/b/a Dewberry | Preble-Rish



John G. Avent, PLS  
Associate Vice President

Attachments:

- Attachment A: Standard Hourly Billing Rate Schedule (9/15)
- Attachment B: Standard Terms and Conditions (4/11)

The foregoing contract with Dewberry Engineers Inc., d/b/a Dewberry | Preble- Rish is accepted:

\_\_\_\_\_  
Print Individual Firm or Corporation Name

\_\_\_\_\_  
Signature of Authorized Representative      Date

\_\_\_\_\_  
Print Name of Authorized Representative and Title



# Standard Hourly Billing Rate Schedule

Dewberry	Hourly Rates
<b>Professional</b>	
Principal	\$260.00
Architect I,II,III	\$85.00, \$95.00, \$105.00
Architect IV,V,VI	\$125.00, \$135.00, \$155.00
Architect VII,VIII,IX	\$180.00, \$190.00, \$210.00
Interior Designer I,II,III,IV	\$65.00, \$80.00, \$100.00, \$135.00
Engineer I,II,III	\$90.00, \$100.00, \$115.00
Engineer IV,V,VI	\$130.00, \$145.00, \$160.00
Engineer VII,VIII,IX	\$175.00, \$190.00, \$210.00
Other Professionals I, II, III	\$90.00, \$100.00, \$110.00
Other Professionals IV, V,VI	\$130.00, \$145.00, \$160.00
Other Professionals VII, VIII, IX	\$185.00, \$200.00, \$215.00
<b>Technical</b>	
Geographer/GIS I,II,III	\$80.00, \$90.00, \$100.00
Geographer/GIS IV,V,VI	\$110.00, \$125.00, \$145.00
Geographer/GIS VII,VIII,IX	\$165.00, \$195.00, \$205.00
Designer I,II,III	\$95.00, \$110.00, \$135.00
Designer IV,V,VI	\$150.00, \$170.00, \$190.00
CADD Technician I,II,III,IV	\$65.00, \$80.00, \$90.00, \$105.00
Surveyor I,II,III	\$55.00, \$60.00, \$75.00
Surveyor IV,V,VI	\$90.00, \$105.00, \$120.00
Surveyor VII,VIII,IX	\$140.00, \$160.00, \$175.00
Other Technical I,II,III	\$55.00, \$75.00, \$95.00
Other Technical IV, V, VI	\$115.00, \$130.00, \$150.00
<b>Construction</b>	
Construction Professional I,II,III	\$120.00, \$130.00, \$145.00
Construction Professional IV,V,VI	\$170.00, \$190.00, \$200.00
Inspector I,II,III	\$75.00, \$90.00, \$100.00
Inspector IV,V,VI	\$115.00, \$130.00, \$145.00

<b>Survey Field Crews</b>	
Fully Equipped 1, 2, 3, 4 Person Crews	\$110.00, \$145.00, \$175.00, \$200.00
<b>Administration</b>	
Admin Professional I,II,III,IV	\$65.00, \$80.00, \$90.00, \$100.00
Non-Labor Direct Costs	Cost + 15%

## ATTACHMENT B STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 24 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of architectural, engineering, surveying, planning, or other services ("Services"). These STCs are fully binding upon you just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire agreement between you and us.

If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.

2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:

- a. The correctness and completeness of any document which was prepared by another entity.
- b. The correctness and completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
- c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
- d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
- e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
- f. Site safety or construction quality, means, methods, or sequences.
- g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
- h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.

Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.

We do not provide legal, accounting, or insurance services.

3. **Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.

4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. You shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.

6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner and we may then, at our sole option, terminate the Agreement.

7. **Construction Costs.** Construction costs are defined as the total actual cost or estimated cost to you of all elements of the project designed or specified by us excluding our fees. We assume no responsibility for any Project or construction cost estimates or opinions given to you as we have no control over the cost of labor, materials, equipment, or services furnished by others, or over competitive bidding or market conditions.

8. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.

9. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of one and one half percent per month on any unpaid balance not received by us within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due, or claimed to be due for any reason.

If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.

10. **Information From You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.

11. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents

from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance with our applicable hourly rate schedule.

**12. Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.

**13. Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:

a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.

b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.

c. If we reject the claim, we shall give you written notice of such rejection within 30 days of our receipt of the notice of claim from you. You shall then have 60 days within which to furnish us with an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to furnish us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.

d. We shall have 60 days from receipt of the written opinion of your expert within which to reevaluate any claim asserted by you. If we again reject such claim, or if the 60 day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.

**14. Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may, or will, involve or be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify and hold us harmless from liability, loss and damages of any nature, including actual attorney's fees and related costs and expenses, arising out of claims made against us that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 15 of the STCs.

**15. Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay us for our services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.

**16. Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.

**17. Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, us and our partners, members, managers, directors, officers, employees, agents and subcontractors. Our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and shall be entitled to the protection afforded us under Paragraphs 10, 13, 14, 17, 21 and 23 of this Agreement. Despite anything in this Paragraph 17 to the contrary, we may employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services and we may assign our right to receive compensation under this Agreement.

**18. Applicable Law and Forum Selection.** The Commonwealth of Virginia's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 19, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

**19. Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 18 above.

**20. Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.

**21. Limitations on Liability.** Our liability for any loss, property damage or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with our services, or our partners, members, managers, directors, officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. We shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages. Should you find the terms of this Paragraph 21 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.

**22. Payment of Attorney's Fees.** The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

**23. Indemnification.** You agree to indemnify and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 23 in the event of our sole negligence.

**24. Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

**FORT MORGAN TRAIL WIDENING**  
**SIDEWALK COST ESTIMATE (APPROXIMATELY 3,920 LF)**

DESCRIPTION	UNIT	PROPOSED QUANTITY	COST	PROPOSED AMOUNT
SELECTIVE CLEARING	AC	0.5	\$ 2,500.00	\$ 1,250.00
ASPHALT SIDEWALK 1.5"	TON	360	\$ 120.00	\$ 43,200.00
TACK COAT	GAL	310	\$ 5.00	\$ 1,550.00
UNCLASSIFIED EXCAVATION	CYIP	200	\$ 3.50	\$ 700.00
SOLID SOD	SY	1100	\$ 5.00	\$ 5,500.00
6" CRUSHED AGG BASE MATERIAL	CY	150	\$ 11.00	\$ 1,650.00
MOBILIZATION	LS	1	\$ 5,000.00	\$ 5,000.00
EROSION CONTROL PLAN	LS	1	\$ 4,500.00	\$ 4,500.00
TRAFFIC CONTROL	LS	1	\$ 10,000.00	\$ 10,000.00
PIPE EXTENSIONS	EA	3	\$ 1,500.00	\$ 4,500.00
ROOT REPAIR (PER LOCATION)	EA	8	\$ 1,000.00	\$ 8,000.00
SIGN RELOCATION/POST	EA	30	\$ 250.00	\$ 7,500.00
FIRE HYDRANT RELOCATION	EA	3	\$ 3,500.00	\$ 10,500.00
CROSS WALK STRIPING	LS	1	\$ 3,000.00	\$ 3,000.00
<b>CONSTRUCITON SUB TOTAL AMOUNT</b>				<b>\$ 105,600.00</b>
Survey, Design, Letting (9.5%)				<b>\$ 10,032.00</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: July 5, 2016
ORGANIZATION/SPONSOR: Coastal Alabama Business Chamber
ADDRESS: P.O Box 3869, Gulf Shores, AL 36547
AGENT OR REPRESENTATIVE:
TELEPHONE NUMBER:
EMAIL ADDRESS: edrod@mygulfcoastchamber.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: 45th Annual National Shrimp Festival
b) Dates of the Assembly: Oct. 13-16, 2016
c) Time of the Assembly: from 10am to 10 pm
d) Estimated number of Participants/Attendees: +/- 250,000
e) Estimated number of Vendors: 330
f) Location of Assembly (legal description of property if known):
i. 1 Gulf Place, Gulf Shores, AL
ii. 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.
- j. **Required attachments -- detailed explanation, including drawings and diagrams where applicable, of the prospective plan of the Permittee to provide for the following, as appropriate:**
  - (1) Police and fire protection (describe on-site security; Gulf Shores Police will do routine patrol and will respond to calls.)
  - (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: \_\_\_\_\_



## Emily Tidwell

---

**From:** Emily Tidwell  
**Sent:** Wednesday, August 03, 2016 8:01 AM  
**To:** Edward J. Delmore; Hartly Brokenshaw; Andy Bauer; Mark Acreman; Brandan Franklin; Grant Brown  
**Cc:** Wanda Parris; Matt Young; Paul Maliska  
**Subject:** 45th Annual National Shrimp Festival  
**Attachments:** SKM\_C224e16080308040.pdf

Tracking:	Recipient	Delivery	Read	Response
	Edward J. Delmore	Delivered: 8/3/2016 8:01 AM	Read: 8/4/2016 9:42 AM	Approve: 8/4/2016 12:50 PM
	Hartly Brokenshaw	Delivered: 8/3/2016 8:01 AM	Read: 8/3/2016 8:05 AM	Approve: 8/8/2016 10:46 AM
	Andy Bauer	Delivered: 8/3/2016 8:01 AM	Read: 8/3/2016 8:10 AM	Approve: 8/3/2016 8:11 AM
	Mark Acreman	Delivered: 8/3/2016 8:01 AM	Read: 8/4/2016 3:47 PM	Approve: 8/4/2016 3:48 PM
	Brandan Franklin	Delivered: 8/3/2016 8:01 AM	Read: 8/3/2016 8:10 AM	Approve: 8/3/2016 8:10 AM
	Grant Brown	Delivered: 8/3/2016 8:01 AM		Approve: 8/8/2016 3:53 PM
	Wanda Parris	Delivered: 8/3/2016 8:01 AM	Read: 8/3/2016 8:30 AM	Approve: 8/3/2016 8:31 AM
	Matt Young	Delivered: 8/3/2016 8:01 AM	Read: 8/3/2016 8:27 AM	Approve: 8/3/2016 10:02 AM
	Paul Maliska	Delivered: 8/3/2016 8:01 AM	Read: 8/3/2016 8:15 AM	

City Administrator

 8/9/16

Please see the attached Assembly Permit for the Shrimp Festival. 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





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: August 10, 2016

ORGANIZATION/SPONSOR: Alabama PALS - City of Gulf Shores

ADDRESS: 340 N. Hull Street Montgomery, AL 36104

AGENT OR REPRESENTATIVE: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

EMAIL ADDRESS: nhand@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:

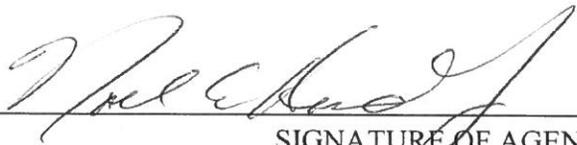
- a) Purpose of the Public Assembly: Coastal Cleanup Areas
- b) Dates of the Assembly: September 17, 2016
- c) Time of the Assembly: from 6:30 to 4:00
- d) Estimated number of Participants/Attendees: 300
- e) Estimated number of Vendors: 0
- f) Location of Assembly (legal description of property if known):
  - i. Gulf Place Pavillions
  - ii. MO's Landing
- 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.
- j. **Required attachments -- detailed explanation, including drawings and diagrams where applicable, of the prospective plan of the Permittee to provide for the following, as appropriate:**
  - (1) Police and fire protection (describe on-site security; Gulf Shores Police will do routine patrol and will respond to calls.)
  - (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: \_\_\_\_\_
- 
-

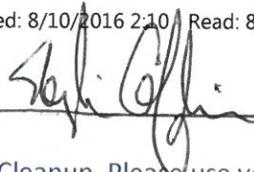
## Emily Tidwell

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**From:** Emily Tidwell  
**Sent:** Wednesday, August 10, 2016 2:10 PM  
**To:** Edward J. Delmore; Hartly Brokenshaw; Andy Bauer; Mark Acreman; Brandan Franklin; Grant Brown  
**Cc:** Wanda Parris; Matt Young; Alicia Talley; Paul Maliska  
**Subject:** Alabama PALS Coastal Cleanup  
**Attachments:** SKM\_C224e16081014140.pdf

Tracking:	Recipient	Delivery	Read	Response
	Edward J. Delmore	Delivered: 8/10/2016 2:11 PM		Approve: 8/11/2016 11:57 AM
	Hartly Brokenshaw	Delivered: 8/10/2016 2:11 PM	Read: 8/10/2016 2:25 PM	Approve: 8/10/2016 2:26 PM
	Andy Bauer	Delivered: 8/10/2016 2:11 PM	Read: 8/10/2016 2:45 PM	Approve: 8/10/2016 2:45 PM
	Mark Acreman	Delivered: 8/10/2016 2:11 PM	Read: 8/11/2016 8:31 AM	Approve: 8/11/2016 8:32 AM
	Brandan Franklin	Delivered: 8/10/2016 2:11 PM	Read: 8/10/2016 2:13 PM	Approve: 8/10/2016 2:14 PM
	Grant Brown	Delivered: 8/10/2016 2:11 PM		Approve: 8/10/2016 3:56 PM
	Wanda Parris	Delivered: 8/10/2016 2:11 PM	Read: 8/10/2016 3:01 PM	Approve: 8/10/2016 3:27 PM
	Matt Young	Delivered: 8/10/2016 2:10 PM	Read: 8/10/2016 2:17 PM	Approve: 8/10/2016 2:21 PM
	Alicia Talley	Delivered: 8/10/2016 2:11 PM	Read: 8/10/2016 2:11 PM	
	Paul Maliska	Delivered: 8/10/2016 2:10 PM	Read: 8/10/2016 2:12 PM	

City Administrator



Please see the attached assembly permit for the Coastal Area Cleanup. 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



SMALL TOWN, BIG BEACH

## Memorandum

Date: August 9, 2016  
To: Mayor and Council  
CC: Grant Brown  
From: Brigette Reynolds  
Subject: Entertainment Series

---

I am proud to report that the 2016 Entertainment Series was a success.

In 2016 there were a total of 6 different performances over 12 dates and 5193 of 7200 available tickets were initially sold.

- We reached 694 new patrons
- We sold 360 Season packages.
- Patrons from 47 different states, Canada and the United Kingdom.
- One night of Women of Ireland was refunded due to severe weather.

Attached you will find a request to enter into contracts for the 2017 Entertainment Series.

I am proud to be part of this innovative team in the special events division. Lots of hard work and dedication provided for the 2016 Entertainment Series to be new, fresh and yet traditional to the quality expected by our loyal customers.

Brigette Reynolds  
Programs and Events Manager  
Special Events Division  
Recreation and Cultural Affairs



SMALL TOWN, BIG BEACH™

Date: August 9, 2016

To: Mayor and Council

CC: Grant Brown

From: Brigette Reynolds

Subject: Entertainment Series

---

We are happy to report that 2016 yielded another successful season of the Entertainment Series. In order to provide quality performers, we are diligently working on selecting the 2017 entertainers and request the ability to enter into contracts in anticipation of marketing for the upcoming series.

DATE: August 9, 2016

ISSUE: Entertainment Series 2017 Contracts

RECOMMENDATION: Approve request to authorize the Mayor to sign contracts for the 2017 Entertainment Series in an amount not to exceed \$125,000.

BACKGROUND: Entertainment Series has been ongoing for 29 years

PREVIOUS COUNCIL ACTION: None

BUDGET IMPLICATIONS: Amount not to exceed \$125,000 to be budgeted in 2017

RELATED ISSUES: None

ATTACHMENTS: None

DEPARTMENT: Special Events

STAFF CONTACT: Brigette Reynolds



SMALL TOWN, BIG BEACH

## **COUNCIL AGENDA ITEM SUMMARY**

**DATE:** August 15, 2016

**ISSUE:** Appointment – Library Advisory Board – Coman Dalton

**BACKGROUND:** Coman Dalton has agreed to be appointed to the Library Advisory Board to fill the vacant unexpired term of Jean Rollings which will end May 13, 2018.

**RECOMMENDATION:** Confirm appointment for Coman Dalton.

**BUDGET IMPLICATIONS:** None

**RELATED ISSUES:** None

**DEPARTMENT:** Executive

**STAFF CONTACT:** Wanda Parris, MMC  
City Clerk

**RESOLUTION NO. -16**

**A RESOLUTION  
APPOINTING COMAN DALTON  
TO THE LIBRARY ADVISORY BOARD**

---

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

**Section 1.** That Coman Dalton, be and he is hereby appointed to the Library Advisory Board to serve the vacant unexpired term of Jean Rollings, which will end on May 13, 2018.

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

ADOPTED this 22nd day of August, 2016.

\_\_\_\_\_  
Robert Craft, Mayor

ATTEST:

\_\_\_\_\_  
Wanda Parris, MMC  
City Clerk

**C E R T I F I C A T E**

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -16 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on August 22, 2016.

\_\_\_\_\_  
City Clerk