



AGENDA
GULF SHORES CITY COUNCIL
COUNCIL WORK SESSION MEETING
OCTOBER 3, 2016
4:00 PM

1. Councilmember Discussion Period

- A. Councilman Doughty

2. Presentation Of Petitions, Requests And Communications

- A. Councilman Doughty Tribute

3. Airport Authority

- A. Ratification Of General Operating And Capital Improvement Budget FY 2016-2017

Documents:

[AA - RATIFICATION OF GENERAL OPERATING AND CAPITAL IMP. BUDGET FY 2016-2017.PDF](#)

4. Environmental / Grants Coordinator

- A. ADECA Recreational Trail Grant

Documents:

[EGC - ADECA RECREATIONAL TRAILS GRANT COW MEMO 10-3-16.PDF](#)
[EGC - 2015 RTP GRANT BOUNDARY MAP.PDF](#)

5. Municipal Court

- A. Municipal Court Dates 2017

Documents:

[MC - MUNICIPAL COURT 2017 DATES - MEMO.PDF](#)
[MC - MUNICIPAL COURT 2017.PDF](#)

6. Planning And Zoning Department

- A. Petition For Annexation – GCOF Gulf Shores 395, LLC (Nathan Cox)

Documents:

[PAZ - ANNEXATION MEMO AND APPLICATION.PDF](#)
[PAZ - ANNEXATION GCOF PROP MAP.PDF](#)
[PAZ - ORDINANCE - ANNEXATION - GCOF GULF SHORES 395 LLC.PDF](#)

7. Public Works Department

A. Design Proposal For Little Lagoon Pass Park Pier

Documents:

[PWD - MEMO HMR LITTLE LAGOON PASS PARK PIER.PDF](#)
[PWD - HMR - LITTLE LAGOON PASS PARK PIER.PDF](#)
[PWD - LITTLE LAGOON PASS PIER.PDF](#)

8. Recreation And Cultural Affairs

A. Public Assembly Permit Application - Team Magic, Inc. - Kaiser Coastal Runs

Documents:

[RCA - PUBLIC ASSEMBLY PERMIT APP. - TEAM MAGIC - KAISER COASTAL RUNS.PDF](#)

B. Public Assembly Permit Application - GS & OB Tourism - NJCAA Half Marathon

Documents:

[RCA - PUBLIC ASSEMBLY PERMIT APP. - GS AND OB TOURISM - NJCAA HALF MARATHON.PDF](#)

C. Public Assembly Permit Application - COGS, GS & OB Tourism - NCAA National Beach Volleyball Championship

Documents:

[RCA - PUBLIC ASSEMBLY PERMIT APP. - COGS, GS AND OB TOURISM BOARD - NCAA NATIONAL BEACH VOLLEYBALL CHAMPIONSHIP.PDF](#)

D. Public Assembly Permit Application - Hangout Oyster Cook-Off

Documents:

[RCA - PUBLIC ASSEMBLY PERMIT APP. - HO-MF, LLC - HANGOUT OYSTER COOK-OFF.PDF](#)

E. AHSAA Track Championship Agreement

Documents:

[RCA - AHSAA TRACK CHAMPIONSHIP AGREEMENT.PDF](#)

F. Faulkner State Community College Cooperative Agreement

Documents:

[RCA - FSCC AGREEMENT - MEMO.PDF](#)
[RCA - FSCC AGREEMENT.PDF](#)

9. City Clerk

A. ABC License Transfer Application

Documents:

[CC - MEMO - ABC LICENSE TRANSFER APPLICATION.PDF](#)
[CC - ABC LICENSE TRANSFER.PDF](#)

10. City Administrator

A. Renew Agreement - Symbol Health Solutions, LLC.

Documents:

[CA- RENEW AGREEMENT - SYMBOL HEALTH SOLUTIONS, LLC.PDF](#)

B. Renew Agreement - J & J Enterprises, LLC.

Documents:

[CA - RENEW AGREEMENT - J AND J ENTERPRISES, LLC.PDF](#)



SMALL TOWN, BIG BEACH™

Date: September 28, 2016

To: Mayor and City Council

From: Scott B. Fuller, Airport Manager

A handwritten signature in black ink, appearing to read "Scott B. Fuller", is written over the "From:" line.

Subject: Ratification of General Operating and Capital Improvement budgets for fiscal year 2016 – 2017.

Background: The Authority agreement with the City calls for the submission of airport operating budget and five-year capital improvement programs be submitted to City for ratification.

Recommendation: Ratify the Authority's operating budget for fiscal year 2016-2017 and 2016 five year capital improvement program.

Previous Council Action: None.

Budget Implications: The Authority's operating budget calls for a 27% increase in revenues to \$625,725.00. After operating expenditures including a \$1 for \$1 reimbursement to City for payroll and other expenses, we have a net income of \$189,576. After payment of bond debt and transfer to CIP for matching funds on federal projects, we have a surplus of \$96,948 which will go to reserves for future projects. The city will receive an approximate administration expense charge of \$6,787 for processing payroll.

Related Issues: None

Attachments: Proposed Budget Fiscal year 2015-2016

PROPOSED 2016/2017 AIRPORT OPERATING BUDGET



FY
2017

City of Gulf Shores Airport Authority

This report is a summary of fiscal year 2016 accomplishments, planned projects and goals for 2017 as well as a five year capital improvement program, and proposed operating budget for the coming year.

Proposed 2016/2017 Airport Operating Budget

CITY OF GULF SHORES AIRPORT AUTHORITY

INTRODUCTION

Jack Edwards National Airport operates as a publicly owned, public-use airport facility. It is included in the Federal Aviation Administration's (FAA) National Plan of Integrated Airport System (NPIAS) as a general aviation airport. In a similar manner, Jack Edwards Airport is also included in the 2005 Alabama Airport System Plan as a National Airport within the state. As defined in the system plan, a national airport serves a contributing role in providing local, regional, and statewide concerns with access to and from the national and global economy. The ultimate role of the airport is planned to transition to a commercial service airport (known as Part 139), to in addition to serving the general aviation market, to accommodate small regional service and provide access to the nation's air transportation system. It is the goal of the Authority to complete this transition within the five year CIP period.

2016 ACCOMPLISHMENTS

- In 2016 we completed the first year of the Authority's operation on a self-sustaining basis which included reimbursing the City of Gulf Shores for full reimbursement of all airport personnel costs.
- Increased aircraft parking apron space by 50% with the on-budget completion of a new heavy aircraft commercial apron built at a cost of \$5,060,768.00 funded jointly by the FAA, GSAA, and ALDOT on a 90/8/2% basis respectively.
- Increased fuel storage capacity on the airport 40% from 48,000 gallons to 80,000 gallons.
- Increased aviation service centers on airport from 1 to 3 with the addition of Platinum Air Center and Salt Air Center.
- Increased airport operating revenues by 27% over airport operating revenues in 2015.
- Established an airport operating reserve fund of minimum six months airport operating expense.
- Established an Air Traffic Control Tower Fund – currently at \$631,000.
- Adopted a purchasing and accounting procedures manual for the airport.
- New tenants
 - Salt Air Aviation – full service fixed base operation
 - Platinum Air Center – full service fixed base operation
 - Go Rentals – auto rental company
 - Enterprise Car Rentals – expanded role
 - Gulf Aircraft Sales – aircraft sales
- Initiated with Baldwin County Economic Development Alliance the “Business Where You Beach” marketing campaign
- Met with and acquired Customs services, established an office and designated area at new apron making Jack Edwards an “International Airport”.

2017 BUDGET GOALS

- Increase airport operating revenues by 17% over 2016 from \$533,348 to \$625,725.
- Pursue funding for Commerce Drive extension to end of new apron
- Perform cost benefit analysis for inclusion in new air traffic control tower program, if FAA approval to use ATCT fund is obtained.
- Expand airport marketing efforts (Table I) with dedicated set aside to join with the City of Gulf Shores, Orange Beach, GCCVB, and BCEDA toward the “Business Where You Beach” campaign; MRO prospects; marketing the southwest corporate hangar area; and begin Air Charter/Air Service marketing initiatives.
- Continue working with Congress on the re-establishment of the federal Contract Tower Program.

**Airport Authority of the City of Gulf
Shores
2016-2017 Proposed General Fund
Budget**

	Budget 2015-2016	Estimated Actual 2015-2016	Proposed Budget 2016- 2017
Income			
Revenue			
Administration Bldg Revenue	132,756	132,036	132,756
Cont. from City of Orange Beach	35,000	35,000	35,000
Land Rental Revenue	258,852	239,660	288,763
Total Revenue	426,608	406,696	456,519
Revenue - Other			
Fuel Flowage Fees			
AvGas Fuel Flowage Fee	12,600	16,800	20,160
Jet A Fuel Flowage Fees	42,420	56,560	67,682
Total Fuel Flowage Fees	55,020	73,360	87,842
Gross Percentage Revenues	50,520	64,164	80,164
Interest Income	1,200	1,105	1,200
Miscellaneous Revenue	0	0	0
Other Income	0	0	0
Total Revenue - Other	106,740	138,629	169,206
Gross Profit	533,348	545,325	625,725
Expenses			
Expense			
Accounting-Clerical Services	13,000	9,000	10,000
Advertisement	2,500	2,500	2,500
Annual Aviation Day- Pub. Rel.	10,000	4,900	10,000
Building Maint.-Parts & Sup.	2,196	0	2,196
Building Maint.-Personnel	2,004	521	2,004
Cleaning Service	2,604	2,604	2,604
Cell Phone	1,200	1,200	1,200
Computer hardware/software	2,496	2,500	10,500
Computer Service	1,500	1,500	1,500
Electricity	24,000	22,000	22,000
Elevator Maintenance	1,800	1,280	1,500
Engineering/Consulting Services	3,000	2,760	3,000
Furn., Equip, Fixt., Small tools<\$5,000	3,120	2,750	3,000
Insurance - Gen Liability	3,400	2,538	4,779
Insurance - Structural	5,500	4,956	5,000
Insurance -Directors & Officers	3,100	2,543	3,100
Legal Fees	5,000	5,000	5,000
Magazines	55	98	100
Marketing			31,200
Meals/Lodging/Travel	15,300	10,500	10,300

Proposed 2016/2017 Airport Operating Budget

	Budget 2015-2016	Estimated Actual 2015- 2016	Proposed Budget 2016- 2017
Miscellaneous	528	500	550
Office Supplies	5,796	3,275	5,000
Payroll - COGS Reimbursement	132,576	132,576	135,750
Pest Control	155	98	150
Postage	600	240	400
R & M - Grounds/Grass	74,496	75,000	75,000
Public Works - COGS Reimbursement	10,000	10,000	15,000
R & M - NAV AIDS-Personnel	12,000	10,000	12,000
R & M -NAV Aids- Parts Supplies	9,996	9,100	10,000
R & M AWOS - Annual Fees	5,600	5,220	5,600
R & M AWOS - Parts & Supplies	6,000	4,000	5,000
R&M Airfield Maint. - Personnel	10,404	11,000	11,000
R&M-Airfield Maint. - Parts/Sup.	5,496	3,500	5,000
Registration Fees/Tuition	5,004	5,500	5,500
Security Sys.- Personnel	3,996	4,000	4,000
Security System Exp.-Parts/Sup.	8,000	12,395	10,000
Telephone	8,400	9,226	9,500
TV Service	792	792	800
Utilities - Water	1,500	1,152	1,200
Water Test-ADEM	1,000	513	600
Total Expense	404,114	377,237	443,533
Expense- Debt Service			
1996-B G O-Fiscal Agent Fees	850	850	850
1996B GO Debt Svc-Interest	2,297	2,297	766
Total Expense- Debt Service	3,147	3,147	1,616
Total Expenses	407,261	380,384	445,149
Net Operating Income	126,087	164,941	180,576
Other Income/Expenses			
Bonds Payable- 1996B GO Warrant	25,000	25,000	25,000
Transfer to JEAP Commerce Bank	83,619	83,619	58,628
Net Other Income	-108,619	108,619	-83,628
Net Income	17,468	81,322	96,948

GENERAL FUND BANK ACCTS

	Proj Bal 9/30/16	Add	Deduct	Balance 9/30/17
AIP Holding Account	\$2,973			\$2,973
Reserve Account	\$316,580	\$96,640		\$413,220
General Acct.	\$244,023	\$99,143	\$96,640	\$246,526

TABLE I

Marketing Set Aside		\$31,200
1. NBAA Schedulers & Dispatchers Conference (attend) – Ft. Worth	\$1,750	\$29,459
a. Registration, airfare, lodging, meals		
2. MRO Conference (Exhibit) – Orlando, FL	\$3,744	\$25,715
3. Regional Airline Assoc. Ex or attend) - ???	\$1,726	\$23,989
a. Exhibit total is \$4,126		
4. Business where you Beach – campaign		
5. Website development		
6. Business Marketing Plan (Air Service, MRO, Charter, Manufacturing, Avionics, etc.)		

NOTES TO BUDGET ITEMS

1. Orange Beach allocation to be earmarked to marketing and AIP project

JEAP ACCOUNT Profit & Loss by Class Fiscal Year 2017

Funds available for transfer from Operating Budget Income **\$168,243**

Federal Projects

	Apron Access Road	RWY 9-27 Lighting	TOTAL	
Income				
Grant from FAA	\$ 563,805	\$ 491,490	\$ 1,055,295	
Grant from ALDOT	\$ 31,323	\$ 27,305	\$ 58,628	\$(58,628)
Transfer from Authority	\$ 31,323	\$ 27,305	\$ 58,628	
Total Income	\$ 626,450	\$ 546,100	\$ 1,172,551	
Expenses				
Construction	\$ 526,450	\$ 461,100	\$ 943,651	
Engineering	\$ 100,000	\$ 85,000	\$ 185,000	
Administration Expense				
Total Project Expenses	\$ 626,450	\$ 546,100	\$ 1,128,651	
Net Project Balance	\$ -	\$ -	\$ -	

Unallocated Funds Available **\$109,615**

Non-Federal Projects

- 1. Wayfinding and entranceway sign TBD
- 2. Replace missing fence TBD
- 3. ATCT Cost Benefit Study \$10,000*

*To be paid from ATCT Fund

If Lighting 9/27 not approved this year add:

- 1. Apron Security Lights
- 2. Radio controlled Lighting
- 3. FBO Directional sign

Authority Working Funds available

Remaining balance 2016	\$ 12,667
Net Income 2017	\$ 155,576
	\$ 168,243

<u>CAPITAL BANK ACCTS</u>	Proj Bal 9/30/16	Add	Deduct	Balance
ATCT Account	\$632,344	\$1,560	\$10,000	\$623,904
JEAP Account	\$12,667	\$1,128,651	\$1,128,651	\$12,667
ATCT	632,344			
Interest Income	1,560			
Perform B/C study	-10,000			
ATCT - Ending Balance	623,904			

September 7, 2016

CAPITAL IMPROVEMENT PLAN
 Jack Edwards National Airport

YEAR	DESCRIPTION	Total	Federal	State	Local
2017	East Apron Access Road (Phase I) & Electrical Improvements (Runway 09/27)	\$ 626,450	\$ 563,805	\$ 31,323	\$ 31,323
		\$ 546,100	\$ 491,490	\$ 27,305	\$ 27,305
2018	Taxiway "A" Electrical Improvements & Taxiway "A" Run-Up Area	\$ 647,750	\$ 582,975	\$ 32,388	\$ 32,388
		\$ 390,775	\$ 351,698	\$ 19,539	\$ 19,539
2019	Fire Station Construction	\$ 1,500,000	\$ 1,350,000	\$ 75,000	\$ 75,000
2020	Air Traffic Control Tower (ATCT)	\$ 3,500,000	\$ 3,150,000	\$ 175,000	\$ 175,000
2021	Terminal Building (8,100 s.f.)	\$ 2,020,500	\$ 1,818,450	\$ 101,025	\$ 101,025
2022	West Apron Expansion (255' x 325')	\$ 773,095	\$ 695,786	\$ 38,655	\$ 38,655
TOTAL PLANNED PROJECTS		\$ 10,004,670	\$ 9,004,203	\$ 500,234	\$ 500,234



TO: Mayor Craft & Members of the City Council

FROM: Dan Bond, Andy Bauer, Mark Acreman

SUBJECT: 2015 Recreational Trails Program Grant

DATE: September 27, 2016

ISSUE: Resolution accepting offer of financial assistance from the Alabama Department of Economic and Community Affairs (ADECA) Recreational Trails Program in the amount of \$100,000.00, and authorization of matching funds in the amount of \$50,000.00, to improve 4720 feet of the Ft. Morgan Trail from West Fairway to Callaway Rd. Improvements will include repaving and increasing the trail width from 8 to 10 feet.

RECOMMENDATION: Authorize Mayor and City Clerk to execute grant agreement with ADECA in the amount of \$100,000.00 and authorize matching funds in the amount of \$50,000.00 for the Ft. Morgan multi-use trail improvements.

BACKGROUND: Similar improvements were made to the Ft. Morgan Trail from HWY 59 to W. Fairway utilizing a 2013 RTP grant.

PREVIOUS COUNCIL ACTION: The Council authorized the application for 2015 RTP grant funding in the above amounts at the July 27, 2015 Regular Council Meeting.

BUDGET IMPLICATIONS: The total cost for this segment of trail improvements is estimated to be \$150,000. The maximum grant award is \$100,000, with a 20% local match share. The City will be responsible for the match share (\$20,000) and the additional \$30,000 of the total project cost.

Total Project Cost:	\$150,000
Federal Share:	\$100,000
City Share:	\$50,000

RELATED ISSUES: N/A

ATTACHMENTS: Boundary Map



**Boundary Map - Fort Morgan Trail
Improvements - St. Hwy. 180
July 14, 2015**





SMALL TOWN, BIG BEACH

COUNCIL AGENDA SUMMARY

DATE: September 23, 2016

ISSUE: Proposed Schedule for 2017 Municipal Court Dates

BACKGROUND: Attached please find the proposed Court Date Schedule for 2017. An analysis has been attempted to include all Municipal Holidays and any other conflicts and have found none except for those noted below.

The only variance from the First and Third Thursdays of each month is that first Thursday in May (May 4, 2017) is usually the date the Alabama Judicial College holds a Regional Certification Seminar in Mobile. Since this is the closest and least expensive registration fee for required Magistrate Certification, I have not scheduled a Court Session for that date. If the Judicial College picks another date when they finalize their schedule, we will review this decision.

RECOMMENDATION: Approval is recommended.

PREVIOUS COUNCIL ACTION: Adoption of annual schedule.

BUDGET IMPLICATIONS: None

RELATED ISSUES: None

ATTACHMENTS: Proposed Schedule

DEPARTMENT: Municipal Court

STAFF CONTACT: KENNETH B. MCKENZIE
ADMINISTRATIVE LAW JUDGE
COURT CLERK / MAGISTRATE
CITY OF GULF SHORES MUNICIPAL COURT

**GULF SHORES MUNICIPAL COURT
 ERIE HALL MEYER MUNICIPAL ANNEX
 203 CLUBHOUSE DRIVE, SUITE A
 GULF SHORES, ALABAMA
 251/968-6780**

2017 COURT DATES

Court shall begin at **2:00 P.M.** each date.
 The **first** date of each month shall be an **Arraignment / Plea Date Only** and
 the **second** date of each month shall be a **Trial Date** .

MONTH	ARRAIGNMENT/ PLEA DATE	TRIAL DATE
JANUARY	5TH	19TH
FEBRUARY	2ND	16TH
MARCH	2ND	16TH
APRIL	6TH	20TH
MAY	Not Scheduled*	18TH
JUNE	1ST	15TH
JULY	6TH	20TH
AUGUST	3RD	17TH
SEPTEMBER	7TH	21ST
OCTOBER	5TH	19TH
NOVEMBER	2ND	16TH
DECEMBER	7TH	21ST

Currently no conflict perceived with any City of Gulf Shores observed Holidays for the year.
Based on 1st and 3rd Thursday of Month unless conflict arises.

*May 4th Docket not scheduled due to presumed conflict with Certification Training.



SMALL TOWN, BIG BEACH

COUNCIL AGENDA SUMMARY

DATE: October 3, 2016

ISSUE: Petition for Annexation – GCOF Gulf Shores 395, LLC (Nathan Cox)

RECOMMENDATION: Approve annexation

BACKGROUND: Mr. Nathan Cox, representing GCOF Gulf Shores 395, LLC seeks City Council approval to annex 391 acres into the City of Gulf Shores. The property is bounded on the south by West 36th Avenue, to the north by Oak Road West (aka County Road 6) to the west by Old Plash Island Road, and to the east by the unopened Landward Drive. The property is currently vacant wooded and upon annexation will automatically be zoned R-1-4 Single Family Residential Medium Density.

ATTACHMENTS: Annexation Ordinance, Boundary Survey

STAFF CONTACT: Wanda Parris, City Clerk and Andy Bauer, Planning and Zoning Director



September 26, 2016

Mr. Andy Bauer
Planning Director, City of Gulf Shores
P.O. Box 299
Gulf Shores, Alabama 36547

RE: Annexation Application

Dear Mr. Bauer:

Please find enclosed an Annexation Application for an approximately 391 acre site. The attached documents are summarized below:

- Annexation Application
- Title Policy
- Vicinity Map
- Copy of Legal Descriptions
- Copy of Boundary Survey

There are two parcels that are a part of this application. Parcel 1 is 387.34 acres and is the primary parcel. Parcel 2 is a 5.78 acre site also owned by the petitioner and is near to but not adjacent to the primary parcel. Approximately 2.12 acres of that parcel is in the corporate limits of the City of Gulf Shores and is zoned BA – Arterial Business. The petitioner desires to annex the remaining 3.66 acres of that Parcel into the City with a request that it be zoned BA.

With this submittal we request to be placed on the agenda for the next regularly scheduled Planning Commission Meeting. We look forward to meeting with you prior to that meeting date to discuss any comments the City may have.

Sincerely,

Steven Pumphrey
Senior Planner

Cc: GCOF Gulf shores 395, LLC
File (50082822)

**ANNEXATION APPLICATION
PLANNING AND ZONING DEPARTMENT**

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file with the City Clerk this written petition asking and requesting that our property hereinafter described be annexed into the City of Gulf Shores, under authority of Sections 11-42-20 through 11-42-24, Code of Alabama, 1975.

Said property is described as follows:

We further certify that said property is contiguous to the City of Gulf Shores and that none of the property lies within the corporate limits of another municipality. We further certify that all of the property included in the above description which lies within the police jurisdiction of both the annexing municipality and another municipality is located closer to the annexing municipality than to the other municipality as required by Section 11-42-21, Code of Alabama, 1975. A map of said property is hereto attached.

We do hereby request that the City Council and the City Clerk give such notice, hold such hearings and adopt such ordinances and do all such things or acts as is required by law so that the corporate limits of the City of Gulf Shores shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this the 26 day of September, 2016.

GCOF Gulf Shores 395, LLC (Nathan Cox)
Property Owner

[Signature]
Property Owner

This checklist is designed to aid both the Applicant and the City in processing a Petition for Annexation. Specific information relative to Annexation can be found in Sections 11-42-20 through 11-42-24, Code of Alabama, 1975.

- One completed Annexation application check list with an original signature from the Owner(s)
- One copy of the recorded ownership interests including liens, encumbrances, and title certification in the form of current title policy, title opinion, or title report. Warranty deeds will no longer be accepted for proof of ownership.
- One current boundary survey of the property containing a complete legal description of the property

- One current area vicinity map with the subject property marked
- E-911 Address for all structures on property:

NO STRUCTURES

- Reason(s) for requesting annexation:

DESIRE TO MASTER PLAN THE TOTAL SITE AND OBTAIN A PLANNED UNIT DEVELOPMENT (PUD) APPROVAL FROM THE CITY.

- For the area proposed for annexation, please provide the following:

NONE CURRENT NUMBER
RESIDENTS

NONE CURRENT NUMBER
REGISTERED VOTERS

___ Caucasian	___ Hispanic	___ Caucasian	___ Hispanic
___ Black	___ Asian	___ Black	___ Asian
___ Indian	___ Other	___ Indian	___ Other

- Present use of property proposed for annexation:

<u>391</u> Acres Vacant	_____ Acres Agricultural
_____ Acres Residential	_____ Acres Industrial
_____ # Dwelling Units	_____ Acres Commercial
_____ Acres General Business	_____ # Mobile Homes
	_____ # Billboards

- Anticipated future use of property proposed for annexation:

_____ Acres Agricultural	_____ Acres Commercial
<u>387.34</u> Acres Residential	_____ Acres Industrial
<u>499</u> # Dwelling Units	<u>3.66</u> Acres General Business

- Does anyone, other than you, hold mineral rights to the property? Yes ___ No X

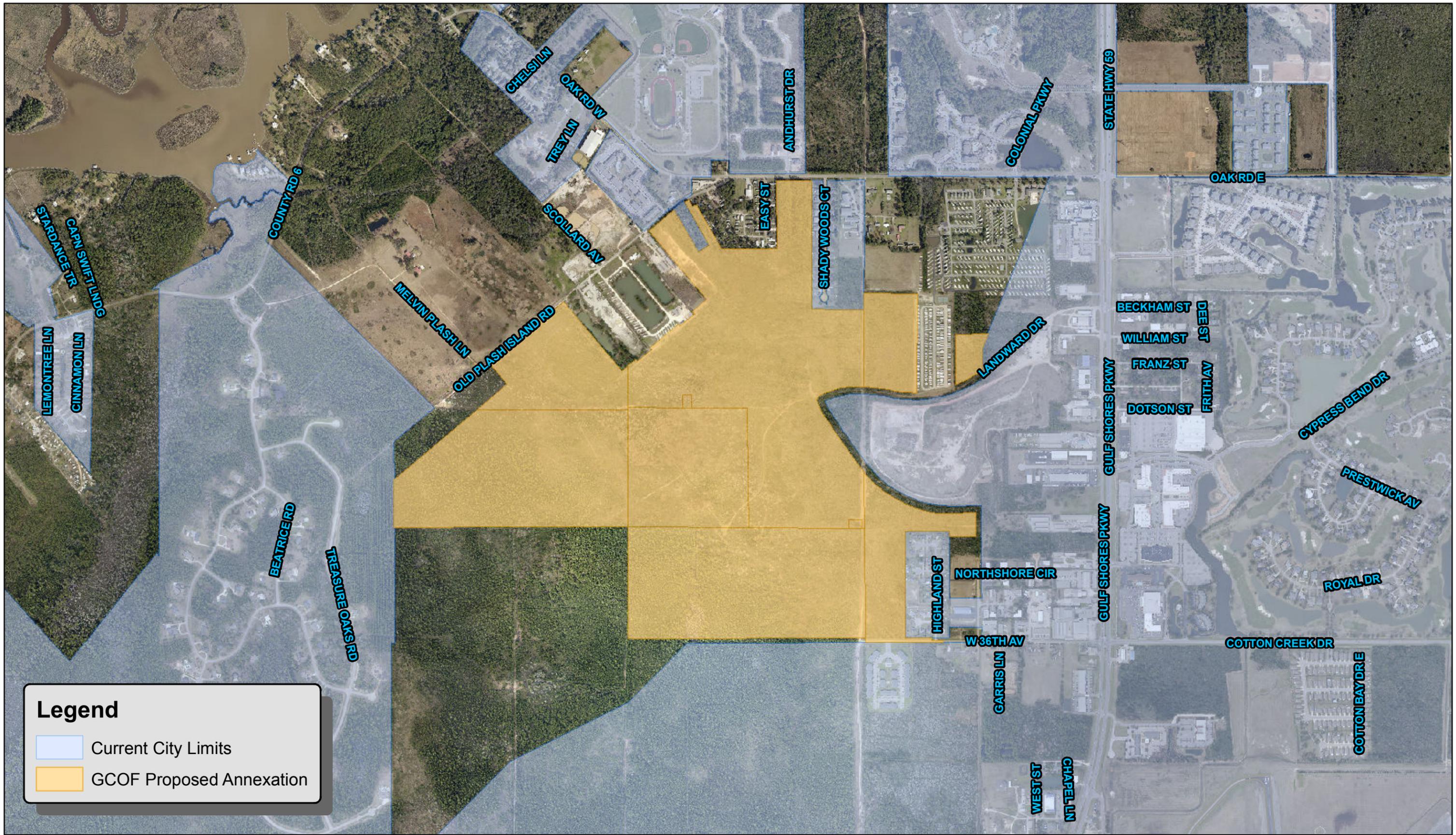
If yes, who: _____

If yes, are ad valorem taxes being paid on the mineral rights? Yes ___ No ___

NOTE: If ad valorem taxes are being paid on the mineral rights by an owner(s) other than you, that individual must also sign the Annexation Petition.

If the applicant has any questions or concerns regarding Site Plan Review, please contact the following staff members.

STAFF MEMBER	TITLE	TELEPHONE	FAX	EMAIL
Andy Bauer	Director	251.968.1151	251.968.1188	abauer@gulfshoresal.gov
Jennifer Watkins	Planner	251.968.1154	251.968.1188	jwatkins@gulfshoresal.gov
Sherri Smith	Admin. Assistant	251.968.1164	251.968.1188	ssmith@gulfshoresal.gov



Proposed Annexation
GCOF Gulf Shores LLC
 September 28, 2016



1 inch = 1,000 feet



ORDINANCE NO.
AN ORDINANCE
ASSENTING TO THE ANNEXATION
OF CERTAIN PROPERTY DESCRIBED HEREIN TO
THE CITY OF GULF SHORES, ALABAMA, AND
EXTENDING THE CORPORATE LIMITS OF THE CITY
TO INCLUDE SUCH PROPERTY

WHEREAS, on the 26th day of September, 2016, Nathan Cox, on behalf of GCOF Gulf Shores 395, LLC, owner of all the real property hereinafter described, did file with the City Clerk a petition asking that the said tracts or parcels of land be annexed to and become a part of the City of Gulf Shores; and

WHEREAS, said petition did contain the signatures of all of the owners of the described territory and a map of said property showing its relationship to the corporate limits of the City of Gulf Shores; and

WHEREAS, the governing body did determine that it is in the public interest that said property be annexed to the City of Gulf Shores and it did further determine that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama, 1975;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON OCTOBER 10, 2016, as follows:

Section 1. That the Council of the City of Gulf Shores, Alabama, finds and declares that it is in the best interest of the citizens of the City, and the citizens of the affected area, to bring the territory described in Section 2 of this Ordinance into the City of Gulf Shores.

Section 2. That the boundary lines of the City of Gulf Shores, Alabama, be and the same are hereby altered or rearranged so as to include all of the territory heretofore encompassed by the corporate limits of the City of Gulf Shores, Alabama, and in addition thereto the following described territory, to-wit:

Situated in Baldwin County, Alabama, and being more particularly described as follows:

PARCEL 1 (387.34 ACRES):

COMMENCING AT THE "LOCALLY ACCEPTED" SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 8 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE RUN NORTH 00 DEGREES 00 MINUTES 54 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 00 MINUTES 54 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 1,266.07 FEET; THENCE RUN SOUTH 89 DEGREES 41 MINUTES 57 SECONDS WEST, A DISTANCE OF 2,661.25 FEET; THENCE RUN NORTH 00 DEGREES 19 MINUTES 51 SECONDS WEST, A DISTANCE OF 528.06 FEET; THENCE RUN NORTH 49 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 1,679.37 FEET; THENCE RUN NORTH 39 DEGREES 57 MINUTES 12 SECONDS WEST, A DISTANCE OF 299.92 FEET TO THE SOUTH MARGIN OF OLD PLASH ISLAND ROAD; THENCE RUN ALONG THE SAID SOUTH MARGIN OF OLD PLASH ISLAND ROAD, NORTH 49 DEGREES 52 MINUTES 43 SECONDS EAST, A DISTANCE

OF 1,090.78 FEET; THENCE RUN SOUTH 39 DEGREES 52 MINUTES 43 SECONDS EAST, A DISTANCE OF 1,050.96 FEET; THENCE RUN NORTH 50 DEGREES 02 MINUTES 46 SECONDS EAST, A DISTANCE OF 1,252.42 FEET; THENCE RUN NORTH 39 DEGREES 52 MINUTES 21 SECONDS WEST, A DISTANCE OF 1,053.13 FEET TO THE AFOREMENTIONED SOUTH MARGIN OF OLD PLASH ISLAND ROAD; THENCE RUN ALONG SAID AFOEMENTIONED ROAD, NORTH 49 DEGREES 56 MINUTES 53 SECONDS EAST, A DISTANCE OF 373.86 FEET; THENCE RUN SOUTH 30 DEGREES 01 MINUTES 15 SECONDS EAST, A DISTANCE OF 577.06 FEET; THENCE RUN NORTH 53 DEGREES 50 MINUTES 24 SECONDS EAST, A DISTANCE OF 150.17 FEET; THENCE RUN NORTH 30 DEGREES 02 MINUTES 11 SECONDS WEST, A DISTANCE OF 569.11 FEET TO THE AFOREMENTIONED SOUTH MARGIN OF OLD PLASH ISLAND ROAD; THENCE RUN ALONG SAID SOUTH MARGIN, NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 547.04 FEET, AN ARC DISTANCE OF 25.34 FEET, (CHORD BEARS NORTH 65 DEGREES 54 MINUTES 34 SECONDS EAST FOR 25.33 FEET); THENCE RUN NORTH 67 DEGREES 14 MINUTES 14 SECONDS EAST, A DISTANCE OF 34.25 FEET; THENCE RUN SOUTH 30 DEGREES 11 MINUTES 05 SECONDS EAST, A DISTANCE OF 69.18 FEET; THENCE RUN NORTH 69 DEGREES 09 MINUTES 24 SECONDS EAST, A DISTANCE OF 49.89 FEET; THENCE RUN SOUTH 29 DEGREES 58 MINUTES 46 SECONDS EAST, A DISTANCE OF 561.40 FEET; THENCE RUN NORTH 89 DEGREES 52 MINUTES 07 SECONDS EAST, A DISTANCE OF 621.71 FEET; THENCE RUN NORTH 00 DEGREES 07 MINUTES 01 SECONDS WEST, A DISTANCE OF 756.17 FEET TO THE SOUTH MARGIN OF BALDWIN COUNTY HIGHWAY NO. 6; THENCE RUN ALONG SAID SOUTH MARGIN OF BALDWIN COUNTY HIGHWAY NO. 6, NORTH 89 DEGREES 49 MINUTES 31 SECONDS EAST, A DISTANCE OF 404.79 FEET TO THE NORTHWEST CORNER OF WOODLAND POINT SUBDIVISION, SLIDE 1894-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN ALONG THE WEST MARGIN OF SAID SUBDIVISION, SOUTH 00 DEGREES 16 MINUTES 17 SECONDS WEST, A DISTANCE OF 1,452.28 FEET TO THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE RUN ALONG THE SOUTH MARGIN OF SAID SUBDIVISION AND A PROJECTION THEREOF, NORTH 89 DEGREES 45 MINUTES 54 SECONDS EAST, A DISTANCE OF 600.29 FEET; THENCE RUN NORTH 00 DEGREES 39 MINUTES 42 SECONDS WEST, A DISTANCE OF 175.38 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 8 SOUTH, RANGE 4 EAST; THENCE RUN NORTH 89 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 589.19 FEET; THENCE RUN SOUTH 00 DEGREES 02 MINUTES 13 SECONDS EAST, A DISTANCE OF 1,136.45 FEET TO THE NORTH MARGIN OF LANDWARD DRIVE; THENCE RUN ALONG THE NORTHERLY, WESTERLY AND SOUTHERLY MARGINS OF SAID LANDWARD DRIVE THE FOLLOWING COURSES; WESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,306.22 FEET, AN ARC DISTANCE OF 341.01 FEET, (CHORD BEARS NORTH 83 DEGREES 49 MINUTES 13 SECONDS WEST FOR 340.04 FEET); THENCE RUN WESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 946.05 FEET, AN ARC DISTANCE OF 718.57 FEET, (CHORD BEARS SOUTH 81 DEGREES 53 MINUTES 57 SECONDS WEST FOR 701.42 FEET); THENCE RUN SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 105.00 FEET, AN ARC DISTANCE OF 173.09 FEET, (CHORD BEARS SOUTH 12 DEGREES 54 MINUTES 53 SECONDS WEST FOR 154.15 FEET); THENCE RUN SOUTH 34 DEGREES 18 MINUTES 37 SECONDS EAST, A DISTANCE OF 714.70 FEET; THENCE RUN SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,258.65 FEET, AN ARC DISTANCE OF 1,219.00 FEET, (CHORD BEARS SOUTH 62 DEGREES 03 MINUTES 20 SECONDS EAST FOR 1,171.91 FEET); THENCE RUN SOUTH 89 DEGREES 48 MINUTES 04 SECONDS EAST, A DISTANCE OF 301.06 FEET TO THE INTERSECTION OF THE SOUTH MARGIN OF LANDWARD DRIVE AND THE WEST MARGIN OF NORTHSORE STREET; THENCE RUN ALONG SAID WEST MARGIN OF NORTHSORE STREET, SOUTH 00 DEGREES 01 MINUTES 51 SECONDS EAST, A DISTANCE OF 288.00 FEET TO THE NORTHEAST CORNER OF NORTH SHORE COMMERCIAL PARK SUBDIVISION, SLIDE 1778-B, PROBATE

RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN ALONG THE NORTH MARGIN OF SAID SUBDIVISION, NORTH 89 DEGREES 50 MINUTES 32 SECONDS WEST, A DISTANCE OF 300.00 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION AND THE EAST MARGIN OF THE HIGHLAND SUBDISION, PHASE THREE, SLIDE 1790-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN ALONG THE SAID EAST MARGIN OF SAID HIGHLANDS SUBDIVISION, NORTH 00 DEGREES 00 MINUTES 14 SECONDS WEST, A DISTANCE OF 79.07 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE RUN ALONG THE NORTH MARGIN OF SAID SUBDIVISION, NORTH 89 DEGREES 46 MINUTES 15 SECONDS WEST, A DISTANCE OF 500.00 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE RUN ALONG THE WEST MARGIN THE HIGHLANDS SUBDIVISION, PHASE THREE, SLIDE 1790-A, PHASE TWO, SLIDE 1790-A AND PHASE ONE, SLIDE 1680-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, SOUTH 00 DEGREES 00 MINUTES 43 SECONDS EAST, A DISTANCE OF 1,225.60 FEET TO THE NORTH MARGIN OF BALDWIN COUNTY HIGHWAY NO. 4; THENCE RUN ALONG SAID NORTH MARGIN OF BALDWIN COUNTY HIGHWAY NO. 4, NORTH 89 DEGREES 46 MINUTES 31 SECONDS WEST, A DISTANCE OF 476.82 FEET; THENCE RUN NORTH 00 DEGREES 13 MINUTES 01 SECONDS EAST, A DISTANCE OF 18.34 FEET; THENCE RUN SOUTH 89 DEGREES 57 MINUTES 12 SECONDS WEST, A DISTANCE OF 2,652.44 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 387.34 ACRES, MORE OR LESS, AND LIES IN SECTION 31 AND SECTION 32, TOWNSHIP 8 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA.

PARCEL 2 (3.66 ACRES):

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 8 SOUTH, RANGE 4 EAST AND RUN THENCE NORTH 89 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 1029.20 FEET; THENCE RUN SOUTH 00 DEGREES 01 MINUTES 42 SECONDS EAST, A DISTANCE OF 450.50 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89 DEGREES 57 MINUTES 54 SECONDS EAST, A DISTANCE OF 557.65 FEET; THENCE RUN SOUTH 41 DEGREES 36 MINUTES 39 SECONDS EAST, A DISTANCE OF 142.32 FEET TO THE NORTH MARGIN OF LANDWARD DRIVE; THENCE RUN ALONG THE NORTH MARGIN OF SAID LANDWARD DRIVE, SOUTH 44 DEGREES 44 MINUTES 51 SECONDS WEST, A DISTANCE OF 274.01 FEET; THENCE CONTINUING ALONG SAID LANDWARD DRIVE, RUN SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,306.22 FEET, AN ARC DISTANCE OF 552.47 FEET, (CHORD BEARS SOUTH 56 DEGREES 49 MINUTES 19 SECONDS WEST FOR 548.36 FEET); THENCE RUN NORTH 00 DEGREES 01 MINUTES 42 SECONDS WEST, A DISTANCE OF 600.76 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 5.78 ACRES, MORE OR LESS AND LIES IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 8 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA.

LESS AND EXCEPT THE FOLLOWING APPROXIMATE 2.12 ACRE PARCEL PREVIOUSLY ANNEXED INTO THE CITY:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 8 SOUTH, RANGE 4 EAST AND RUN THENCE NORTH 89 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 1029.20 FEET; THENCE RUN SOUTH 00 DEGREES 01 MINUTES 42 SECONDS EAST, A DISTANCE OF 450.50 FEET; THENCE RUN NORTH 89 DEGREES 57 MINUTES 54 SECONDS EAST, A DISTANCE OF 368 FEET, MORE OR LESS, TO THE EXISTING CORPORATE LIMITS AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 57 MINUTES 54 SECONDS EAST, A DISTANCE OF 190 FEET, MORE OR LESS; THENCE RUN SOUTH 41 DEGREES 36 MINUTES 39 SECONDS EAST, A DISTANCE

OF 142.32 FEET TO THE NORTH MARGIN OF LANDWARD DRIVE; THENCE RUN ALONG THE NORTH MARGIN OF SAID LANDWARD DRIVE, SOUTH 44 DEGREES 44 MINUTES 51 SECONDS WEST, A DISTANCE OF 274.01 FEET; THENCE CONTINUING ALONG SAID LANDWARD DRIVE, RUN SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,306.22 FEET, AN ARC DISTANCE OF APPROXIMATELY 230 FEET, MORE OR LESS, TO THE EXISTING CORPORATE LIMITS; THENCE RUN IN A NORTHLY DIRECTION ALONG SAID EXISTING CORPORATE LIMITS FOR APPROXIMATELY 230 FEET; THENCE RUN IN A NORTHEASTERLY DIRECTION ALONG SAID CORPORATE LIMITS FOR APPROXIMATELY 230 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS APPROXIMATELY 2.12 ACRES, MORE OR LESS AND LIES IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 8 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA.

We further certify that said property is contiguous to the City of Gulf Shores and that none of the property lies within the corporate limits of another municipality. We further certify that all of the property included in the above description which lies within the police jurisdiction of both the annexing municipality and another municipality is located closer to the annexing municipality than to the other municipality as required by Section 11-42-21, Code of Alabama, 1975. A map of said property is hereto attached.

Section 3. That this ordinance shall become effective upon adoption and publication as provided by law and a certified copy of same, together with a certified copy of the petition of the property owners, shall be filed with the Probate Judge of Baldwin County, Alabama.

Section 4. That the territory described in this ordinance shall become a part of the corporate limits of the City of Gulf Shores, Alabama, upon publication of this ordinance as set forth in Section 3, above.

Section 5. That upon annexation the property shall automatically be zoned R-1-4 single Family Residential Medium Density in accordance with Article 3-8 Procedure for Zoning Newly Annexed Land in the Zoning Ordinance.

ADOPTED this 10th day of October, 2016.

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC
City Clerk



SMALL TOWN, BIG BEACH™

DATE: September 28, 2016

ISSUE: Design Proposal for Little Lagoon Pass Park Pier

RECOMMENDATIONS: Approve the Professional Services proposal from Hutchinson, Moore & Rauch, LLC (HMR) in the amount of \$17,730.00.

BACKGROUND: The City received a professional services proposal from HMR to prepare the bid documents for a pier and walkway at Little Lagoon Pass. The construction of the Little Lagoon Pass Park Pier will be partially funded through a \$50,000 ACAMP grant that Dan Bond obtained earlier this year. The \$17,730 design fee represents approximately 14% of the estimated \$120,000 project cost.

PREVIOUS COUNCIL ACTION: The City accepted a \$50,000 ACAMP grant to fund 50% of the project construction costs.

BUDGET IMPLICATIONS: Funding for the design fees will be included in Budget Amendment 3 in Account #40-879-64599, Little Lagoon Pass.

RELATED ISSUES: None.

ATTACHMENTS:

- Professional Services Agreement from HMR
- Project Site Plan

DEPARTMENT: Public Works, Executive

STAFF CONTACT: Mark Acreman, Dan Bond

HUTCHINSON, MOORE & RAUCH, LLC

Professional Services Agreement

PART 1. GENERAL

THIS AGREEMENT, including attachments as hereinafter noted, made and entered into and between Hutchinson, Moore & Rauch, LLC and the Client identified herein, provides for the Professional Services described under Part 3 of this Agreement.

Client: City of Gulf Shores

Address: PO Box 299

City/State/Zip Code: Gulf Shores, AL 36547

Contact Person: Mark Acreman

Phone: 968-1155 **Fax:** **Cell:** 269-7350

Short Title: Little Lagoon Pass Park Pier, or the "Project"

PART 2. GENERAL DESCRIPTION OF PROJECT SITE:

Little Lagoon Pass, West Beach Blvd.

PART 3. DESCRIPTION OF PROFESSIONAL SERVICES to be provided by Hutchinson, Moore & Rauch, LLC are identified below:

See Attachment A

PART 4. THE COMPENSATION TO BE PAID Hutchinson, Moore & Rauch, LLC for providing the requested Services shall be as follows:

See Attachment A

IN WITNESS WHEREOF, this Agreement, which is subject to the General Terms and Conditions (Part 5.) is accepted on the later date written below.

CITY OF GULF SHORES

SIGNED:

TYPED NAME:

Robert Craft

TITLE:

Mayor

DATE:

HUTCHINSON, MOORE & RAUCH, LLC:

SIGNED:



TYPED NAME:

Douglas A. Bailey, P.E.

TITLE:

Vice-President

DATE:

September 22, 2016

City Clerk Attest:

PART 5. TERMS AND CONDITIONS

- 5.1 DATE OF COMMENCEMENT AND DURATION:** The Date of Commencement of this Agreement shall be the date last appearing on the signature page. This Agreement shall remain in effect for 12 months from the acceptance date of this agreement, or until terminated as provided herein, or extended by mutual agreement in writing.
- 5.2 IF HUTCHINSON, MOORE & RAUCH, LLC's SERVICES UNDER THIS AGREEMENT ARE DELAYED** for reasons beyond HUTCHINSON, MOORE & RAUCH, LLC's control, the completion date specified in this Agreement shall be modified accordingly and the fees shall be renegotiated for any unfinished services as of the effective date of such change.
- 5.3 COMPENSATION DEFINITIONS:** Reimbursable costs include: fees of Professional Subcontractors (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of ten percent (10%) and shall be itemized and included in the invoice.
- 5.4 INVOICE PROCEDURES AND PAYMENT:** Hutchinson, Moore & Rauch, LLC shall submit invoices to the Client for Services accomplished during each calendar month. For Services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby Hutchinson, Moore & Rauch, LLC will estimate the percentage of the total Services (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for Services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Subcontractors and reimbursable costs. Hutchinson, Moore & Rauch, LLC shall submit such invoices as soon as possible after the end of the month in which the Services were accomplished and shall be due and payable by the Client upon receipt.
- The Client, as owner or authorized agent for the owner, hereby agrees that payment will be made for said Services within thirty (30) days from the date of the invoice; and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at twelve percent (12%) per annum after they have been outstanding for over sixty (60) days. If an invoice remains unpaid ninety days (90) after the date of the invoice, Hutchinson, Moore & Rauch, LLC may, upon giving seven (7) days written notice of its intent to do so, suspend all Services on the Client's project. This suspension shall remain in effect until all unpaid invoices are paid in full. If an invoice remains unpaid one hundred and twenty days (120) after the date of the invoice, Hutchinson, Moore & Rauch, LLC may, upon giving seven (7) days written notice of its intent to do so, terminate this Agreement and pursue its remedies for collection.
- 5.5 EXPERT WITNESS SERVICES:** It is understood and agreed that Hutchinson, Moore & Rauch, LLC services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a Professional Services Agreement Addendum may be negotiated between the Client and Hutchinson, Moore & Rauch, LLC describing the services desired and providing a basis for compensation to Hutchinson, Moore & Rauch, LLC.
- 5.6 COST ESTIMATES:** Client hereby acknowledges that Hutchinson, Moore & Rauch, LLC cannot warrant that estimates of probable construction or operating costs provided by Hutchinson, Moore & Rauch, LLC will not vary from actual costs incurred by the Client.
- 5.7 LIMIT OF LIABILITY:** The limit of liability of Hutchinson, Moore & Rauch, LLC to the Client for any cause or combination of causes resulting from the Services hereunder rendered, shall be, in total amount, limited to the fees paid under this Agreement.
- 5.8 CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the project, Hutchinson, Moore & Rauch, LLC shall not be responsible for or have control over means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the Work. Nor shall Hutchinson, Moore & Rauch, LLC be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for Contractor's failure to comply with applicable laws, ordinances, rules or regulations. Under no circumstances will Hutchinson, Moore & Rauch, LLC have any direct contractual relationship with the contractor, any subcontractors or material suppliers.
- 5.9 INSURANCE:** Hutchinson, Moore & Rauch, LLC shall at all times carry, on all operations hereunder, worker's compensation insurance, public liability and property insurance, automotive public liability and property damage insurance, and professional errors and omissions insurance. At the request of the Client, Hutchinson, Moore & Rauch, LLC will have the client listed as additional insured where appropriate.
- 5.10 ASSIGNMENT:** Neither the Client nor Hutchinson, Moore & Rauch, LLC will assign or transfer its interest in this Agreement without the written consent of the other. Hutchinson, Moore & Rauch, LLC, however, does reserve the right to subcontract any portion of the Services.
- 5.11 SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the Project described in, or the Services of Hutchinson, Moore & Rauch, LLC called for under this Agreement, is/are suspended, canceled, terminated, or abandoned by the Client, Hutchinson, Moore & Rauch, LLC shall be given seven (7) days prior written notice of such action and shall be compensated for the Services provided up to the date of suspension, termination, cancellation, or abandonment including reimbursable expenses in accordance with the provisions of this Agreement.
- 5.12 ENTIRETY OF AGREEMENT:** This Agreement embodies the entire Agreement and understanding between the parties, their successors and assigns hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto. The laws of the State of Alabama shall govern this Agreement unless specifically stated otherwise. This Agreement includes this document.
- 5.13 HOLD HARMLESS:** The Client will hold harmless and indemnify Hutchinson, Moore & Rauch, LLC for any design changes, construction changes, or damages resulting from the use of a topographic survey or other information prepared by others and provided by the Client.
- 5.14 GENERAL CONDITIONS:** HMR will not provide a certification letter(s) for Site Plans designed by HMR without verifying, at a minimum and not limited to the following: finished floor elevations, storm sewer pipe sizes and invert elevations, sanitary sewer pipe sizes and invert elevations, water line pipe sizes, detention and outfall structure dimensions and elevations, curb and asphalt elevations.

Unless specifically detailed in the Scope of Work for this contract, the fees for these services are considered separate from and in addition to all other services and will be paid for by Client as a negotiated lump sum fee or hourly per the attached Rate Schedule.

Initials _____

ATTACHMENT A
SCOPE OF SERVICES

Hutchinson, Moore & Rauch, LLC (HMR) shall perform the following professional services.

- HMR will perform a topographic survey of the proposed project area to determine the existing grades, determine the mean high tide line location, and locate wetland flagging. HMR will also provide a hydrograph topo survey of the area of the proposed pier. The resultant information and drawings will serve as the basis of the design and permitting documents.

Lump Sum \$5,380.00

- Through employment of a subconsultant, HMR will provide a wetland delineation, assessment and mapping of any submerged aquatic vegetation. This information will be mapped via GPS and also physically located during the survey phase.

Lump Sum \$1,850.00

- HMR will provide design/construction documents for the purpose of bidding the project. The plans will include details for the construction of the walk portion of the project and the pier portion of the project.

Lump Sum \$8,750.00

- HMR will provide the final legal description and related drawing for the development of the land lease for the area beneath the pier.

Lump Sum \$1,750.00

HUTCHINSON, MOORE & RAUCH, LLC

Engineers ♦ Surveyors
Land Planners

RATE SCHEDULE

September 16

PROJECT PRINCIPAL	\$175.00 PER HOUR
PROJECT MANAGER	\$140.00 PER HOUR
PROFESSIONAL LAND SURVEYOR	\$110.00 PER HOUR
PROJECT ENGINEER	\$110.00 PER HOUR
ENGINEER	\$ 80.00 PER HOUR
DESIGNER	\$100.00 PER HOUR
ENGINEERING TECHNICIAN	\$ 90.00 PER HOUR
CADD TECHNICIAN	\$ 70.00 PER HOUR
SURVEY TECHNICIAN	\$ 75.00 PER HOUR
CONSTRUCTION REPRESENTATIVE	\$ 65.00 PER HOUR
CLERICAL	\$ 50.00 PER HOUR
2 MAN CREW	\$ 125.00 PER HOUR
3 MAN CREW	\$155.00 PER HOUR
GPS survey equipment	\$35.00 PER HOUR

Initials _____



Pier 250 LF X 8' width

Sidewalk 270 LF X 8' width

Two 11' X 20' ADA Parking Stalls

Little Lagoon Pass Park
Fishing Pier Project
April 7, 2016



© 2016 Google

182

- 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: _____

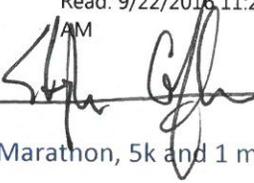
=====

Emily Tidwell

From: Emily Tidwell
Sent: Thursday, September 22, 2016 11:22 AM
To: Edward J. Delmore; Hartly Brokenshaw; Andy Bauer; Mark Acreman; Brandan Franklin; Grant Brown
Cc: Matt Young; Wanda Parris; Paul Maliska; Alicia Talley
Subject: Assembly Permit for the Kaiser Coastal Half Marathon, 5k and 1 mile run
Attachments: SKM_C224e16092211210.pdf

Tracking:	Recipient	Delivery	Read	Response
	Edward J. Delmore	Delivered: 9/22/2016 11:22 AM	Read: 9/27/2016 11:47 AM	Approve: 9/27/2016 11:47 AM
	Hartly Brokenshaw	Delivered: 9/22/2016 11:22 AM	Read: 9/22/2016 11:22 AM	Approve: 9/22/2016 3:04 PM
	Andy Bauer	Delivered: 9/22/2016 11:22 AM	Read: 9/22/2016 12:26 PM	Approve: 9/22/2016 12:26 PM
	Mark Acreman	Delivered: 9/22/2016 11:22 AM		Approve: 9/27/2016 3:38 PM
	Brandan Franklin	Delivered: 9/22/2016 11:22 AM	Read: 9/22/2016 1:54 PM	Approve: 9/22/2016 1:54 PM
	Grant Brown	Delivered: 9/22/2016 11:22 AM		Approve: 9/27/2016 11:17 AM
	Matt Young	Delivered: 9/22/2016 11:22 AM	Read: 9/22/2016 11:51 AM	Approve: 9/22/2016 11:51 AM
	Wanda Parris	Delivered: 9/22/2016 11:22 AM	Read: 9/22/2016 2:11 PM	Approve: 9/22/2016 2:11 PM
	Paul Maliska	Delivered: 9/22/2016 11:22 AM	Read: 9/22/2016 11:24 AM	
	Alicia Talley	Delivered: 9/22/2016 11:22 AM	Read: 9/22/2016 11:24 AM	Approve: 9/22/2016 11:36 AM

City Administrator

 9/28/16

Please review the following Assembly Permit for the Kaiser Coastal Half-Marathon, 5k and 1 mile run. 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

Phone (251) 968.1126

Fax (251) 968.4459

h- N/A

i. Agreed

k. (Race Overview Diagram attached)

1- City of Orange Beach will provide routine patrols Friday night.

2- Food provided by Cosmos & Publix via Gulf Shores and Orange Beach Sports Commission

Water Source- Orange Beach Sportsplex

3- Team Magic will rent 3 portable toilets for the event- 2 at the race site and 1 on the Race Course.

4- Orange Beach Fire/Rescue will be on-site. Race Officials will call 911 in Emergency.

5- Sufficient parking at Orange Beach Sportsplex.

6- We will not offer Camping/Trailer Facilities. We will direct campers to the State Park.

7- We will use Sportsplex lighting.

8- Communications- We will use cell phones and hand held radios.

9- Signage- We will use 18"x24" signs to direct Runners through their courses.

We will have an inflatable arch at the Finish Line.

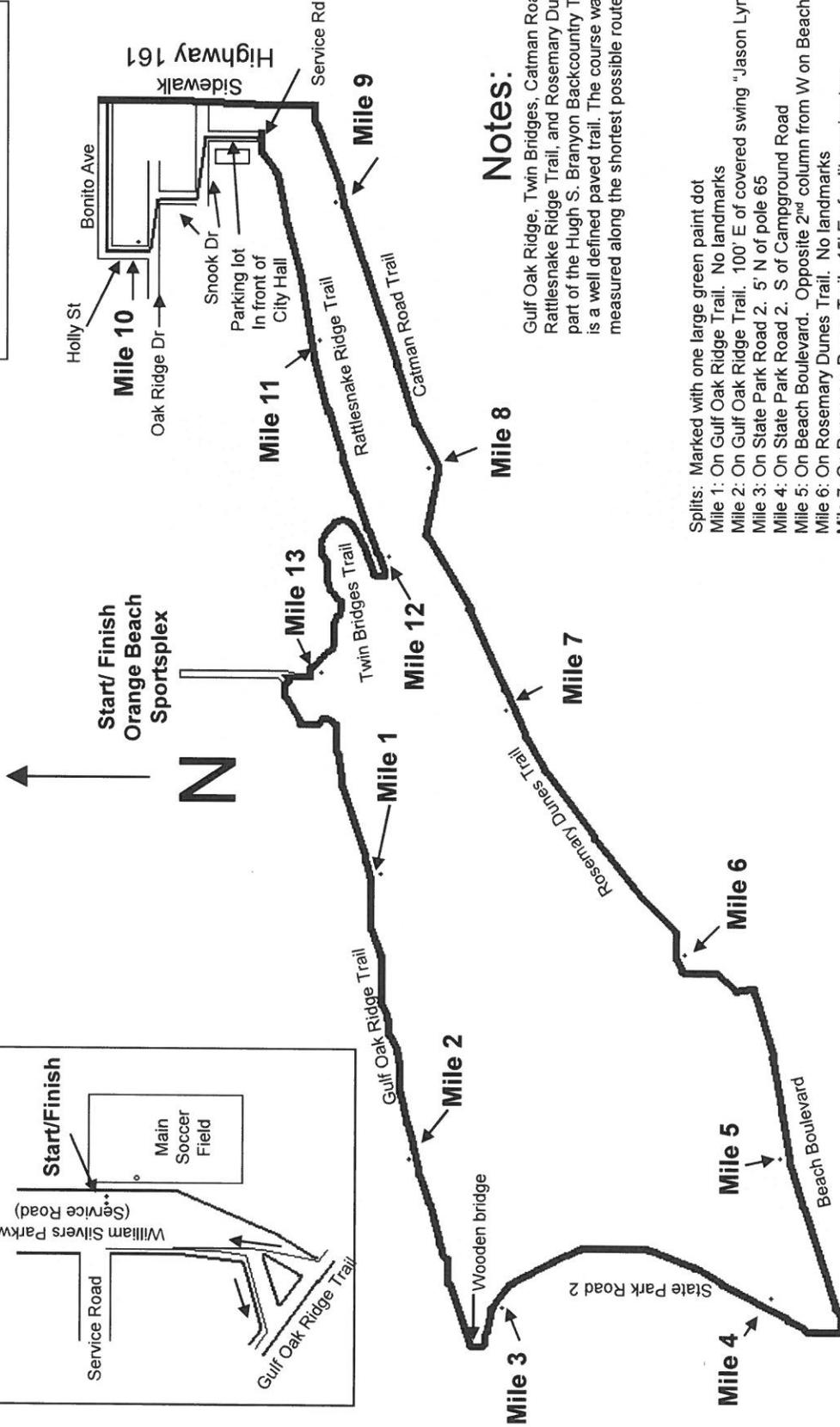
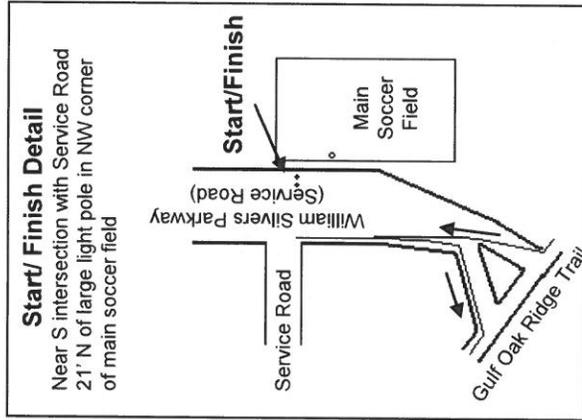
10- We will follow Noise ordinances. We will have music playing at the Central Race Site, Finish Line. No loud music will be played in Gulf Shores or Gulf State Park.

11- Race Management will remove any trash from the Race Course.

12- Coverage through Road Runners Club of America- proof to City Clerk at least 5 days prior to event.

Coastal Half Marathon IV

Orange Beach, Alabama



Notes:

Gulf Oak Ridge, Twin Bridges, Catman Road, Rattlesnake Ridge Trail, and Rosemary Dunes are part of the Hugh S. Branyon Backcountry Trail. This is a well defined paved trail. The course was measured along the shortest possible route.

- Splits: Marked with one large green paint dot
- Mile 1: On Gulf Oak Ridge Trail. No landmarks
 - Mile 2: On Gulf Oak Ridge Trail. 100' E of covered swing "Jason Lynn"
 - Mile 3: On State Park Road 2. 5' N of pole 65
 - Mile 4: On State Park Road 2. S of Campground Road
 - Mile 5: On Beach Boulevard. Opposite 2nd column from W on Beach Pavilion
 - Mile 6: On Rosemary Dunes Trail. No landmarks
 - Mile 7: On Rosemary Dunes Trail. 15' E of solitary pine tree
 - Mile 8: On Catman Road Trail. 105' E of covered swing "Ed Kennedy"
 - Mile 9: On Catman Road Trail. 32' E of bench "Mona Young"
 - Mile 10: On Holly Street. In front of house 4114, center of S carport
 - Mile 11: On Rattlesnake Ridge Trail. No landmarks
 - Mile 12: On Rattlesnake Ridge Trail. 38' E of Rattlesnake Ridge sign
 - Mile 13: On Twin Bridges Trail. Between 9th and 10th support post from W end

Measured by Jon Bowie (Daphne, AL 251-209-0887)
inbowie@gmail.com 06 November 2011
Calibrated on AL08007JD
Race contact: Team Magic (205) 595-8633

No Diagrams to Scale

Can you please confirm that we are approved to run the NJCAA & the Kaiser Half Marathon through the Gulf State Park on the following dates:

NJCAA Half Marathon – Saturday, November 19, 2016

Kaiser Half Marathon – Saturday, November 26, 2016

Same as all past races, neither half marathon will require the state park to close any parts of the trail...only to make the public aware of the race and to be cautious of participants. We will have yard signs with race day notifications to be posted at trail heads. We can post the signs or your staff can...whatever your preference.

If you have any questions or if you need additional information, please do not hesitate to contact me.

Thanks for all you do!

Respectfully,

Michelle S

Hi Michelle,

At this point things are ok to go, but in the future before any events are even planned (not just approval of maps) they are required to be approved via email or letter from Lisa. In the beginning stages of any event planning on any state park property please send an outline with specific dates and times (whether it involves closing a trail or not) to me and we can discuss before sending to Lisa. Thanks so much for all you do.

Hope you are having a great day,

Rhonda Taulbee

Special Events and Marketing Manager Gulf State Park

(251)948-7275 ext 2128

Fax 251-948-7726

20115 State Highway 135, Gulf Shores AL 36542

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: 9/21/16

ORGANIZATION/SPONSOR Gulf Shores & Orange Beach Tourism/Sports Commission

ADDRESS 23685 Perdido Beach Blvd. Orange Beach AL, 36561

AGENT OR REPRESENTATIVE Michelle Sandell

TELEPHONE NUMBER (cell) _____ (business) _____

Email ADDRESS _____

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

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

- a. Purpose of the Public Assembly: NJCAA Half Marathon
- b. Dates of the Assembly: Saturday, November 19, 2016
- c. Time of the Assembly: from 6:00am to 12:00pm
- d. Estimated number of Participants/Attendees: 200
- e. Estimated number of Vendors: 0
- f. Location of Assembly (legal description of property if known): _____
Orange Beach Sportsplex
- g. Owner of Property: City of Orange Beach

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:

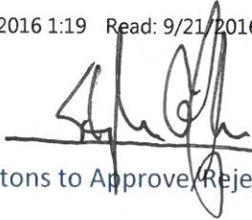
- a. Police Chief: _____ Date: _____
- b. Fire Chief: _____ Date: _____
- c. Public Works Director: _____ Date: _____
- d. Building Official: _____ Date: _____
- e. Planning & Zoning: _____ Date: _____
- f. Recreation & Cultural Affairs: _____ Date: _____
- g. City Administrator: _____ Date: _____

=====

Emily Tidwell

From: Emily Tidwell
Sent: Wednesday, September 21, 2016 1:19 PM
To: Edward J. Delmore; Hartly Brokenshaw; Andy Bauer; Mark Acreman; Brandan Franklin; Grant Brown
Cc: Matt Young; Wanda Parris; Paul Maliska; Alicia Talley
Subject: Assembly Permit for NJCAA Half Marathon
Attachments: SKM_C224e16092112160.pdf

Tracking:	Recipient	Delivery	Read	Response
	Edward J. Delmore	Delivered: 9/21/2016 1:19 PM	Read: 9/27/2016 11:48 AM	Approve: 9/27/2016 11:47 AM
	Hartly Brokenshaw	Delivered: 9/21/2016 1:19 PM	Read: 9/21/2016 3:21 PM	Approve: 9/21/2016 3:43 PM
	Andy Bauer	Delivered: 9/21/2016 1:19 PM	Read: 9/21/2016 1:53 PM	Approve: 9/21/2016 1:58 PM
	Mark Acreman	Delivered: 9/21/2016 1:19 PM	Read: 9/27/2016 3:38 PM	Approve: 9/27/2016 3:38 PM
	Brandan Franklin	Delivered: 9/21/2016 1:19 PM	Read: 9/21/2016 1:25 PM	Approve: 9/21/2016 1:25 PM
	Grant Brown	Delivered: 9/21/2016 1:19 PM		Approve: 9/27/2016 11:17 AM
	Matt Young	Delivered: 9/21/2016 1:19 PM	Read: 9/21/2016 1:19 PM	Approve: 9/21/2016 5:05 PM
	Wanda Parris	Delivered: 9/21/2016 1:19 PM	Read: 9/26/2016 11:48 AM	Approve: 9/26/2016 11:49 AM
	Paul Maliska	Delivered: 9/21/2016 1:19 PM	Read: 9/21/2016 1:19 PM	
	Alicia Talley	Delivered: 9/21/2016 1:19 PM	Read: 9/21/2016 1:26 PM	Approve: 9/22/2016 11:36 AM

City Administrator  9/28/16

Please review the following Assembly Permit and 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

Phone (251) 968.1126
Fax (251) 968.4459



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/15/2016

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

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

PRODUCER MCCARRON INSURANCE GROUP, INC 25620 Canal Road Orange Beach, AL 36561		CONTACT NAME: PHONE (A/C, No, Ext): (251) 981-9999 FAX (A/C, No): (251) 981-2480 E-MAIL ADDRESS: kevin@mccarroninsgroup.com	
INSURED Alabama Gulf Coast Convention & Visitors P O Box 457 Gulf Shores, AL 36547		INSURER(S) AFFORDING COVERAGE NAIC# INSURER A : United Specialty Insurance Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

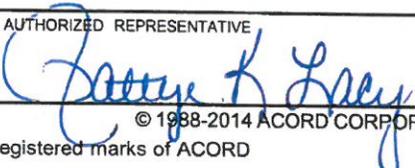
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			USA4102066	9/15/2015	9/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder shown below is named as Additional Insured as their interest may appear.

Event: 2016 NJCAA Half Marathon
November 19, 2016
Event Location: Orange Beach Sportsplex, Gulf State Park & Orange Beach Public Roads/Sidewalks

CERTIFICATE HOLDER National Junior College Athletic Association 1631 Mesa Avenue, Suite B Colorado Springs, CO 80906	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/15/2016

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

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

PRODUCER MCCARRON INSURANCE GROUP, INC 25620 Canal Road Orange Beach, AL 36561	CONTACT NAME: PHONE (A/C, No., Ext): (251) 981-9999 FAX (A/C, No.): (251) 981-2480 E-MAIL ADDRESS: kevin@mccarroninsgroup.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: United Specialty Insurance Co	NAIC#
INSURED Alabama Gulf Coast Convention & Visitors P O Box 457 Gulf Shores, AL 36547	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

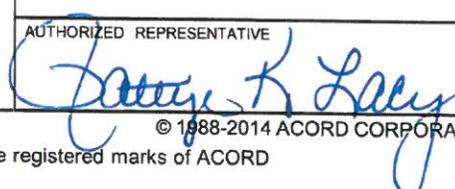
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			USA4102066	9/15/2015	9/15/2016	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The certificate holder shown below is named as Additional Insured as their interest may appear.

Event: 2016 NJCAA Half Marathon
 November 19, 2016
 Event Location: Orange Beach Sportsplex, Gulf State Park & Orange Beach Public Roads/Sidewalks

CERTIFICATE HOLDER City of Gulf Shores P O Box 299 1905 West 1st Street Gulf Shores, AL 36547	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
8/15/2016

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

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

PRODUCER MCCARRON INSURANCE GROUP, INC 25620 Canal Road Orange Beach, AL 36561		CONTACT NAME: PHONE (A/C. No, Ext): (251) 981-9999 FAX (A/C. No): (251) 981-2480 E-MAIL ADDRESS: kevin@mccarroninsgroup.com	
INSURED Alabama Gulf Coast Convention & Visitors P O Box 457 Gulf Shores, AL 36547		INSURER(S) AFFORDING COVERAGE NAIC# INSURER A : United Specialty INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

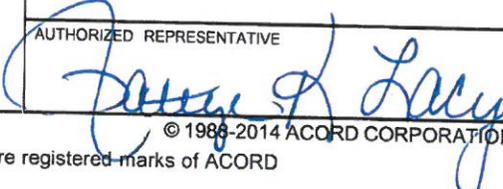
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			USA4102066	9/15/2015	9/15/2016	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						PERSONAL & ADV INJURY \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder shown below is named as Additional Insured as their interest may appear.

Event: 2016 NJCAA Half Marathon
November 19, 2016
Event Location: Orange Beach Sportsplex, Gulf State Park & Orange Beach Public Roads/Sidewalks

CERTIFICATE HOLDER City of Orange Beach 4099 Orange Beach Blvd Orange Beach, AL 36561	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

NJCAA Racer Timeline



2015 Results

Total Males	58
Fastest Male	1:04:55
Slowest Male	1:42:49
<hr/>	
Total Females	48
Fastest Female	1:17:41
Slowest Female	2:01:46

Mile Number	Location		Time of Day	Time of Day
	<i>Approximate</i>	Mile	1st Runner	Last Runner
Start		Start	8:00 AM	8:00 AM
1	On Gulf Oak Ridge Trail headed west from Sportsplex	1	8:05 AM	8:09 AM
2	On Gulf Oak Ridge Trail headed west from Sportsplex	2	8:10 AM	8:18 AM
3	On State Park Road 2, about .25 south from trail head	3	8:15 AM	8:27 AM
4	About .1 mi after State Park Rd 2/Campground Rd Intersection	4	8:20 AM	8:36 AM
5	On 182 just before reaching Gulf State Park Pavillion	5	8:25 AM	8:45 AM
6	About .3mi after Rosemary Dunes Trailhead/after runners leave 182	6	8:30 AM	8:54 AM
7	On Rosemary Dunes Trail, .8mi prior to Rosemary/Catman Trail Junction	7	8:35 AM	9:03 AM
8	On Catman Trail, .2mi after Rosemary/Catman Junction	8	8:40 AM	9:12 AM
9	On Catman Rd. Trail, about .25mi before Hwy 161	9	8:45 AM	9:23 AM
10	On Holly Street	10	8:50 AM	9:32 AM
11	On Rattlesnake Ridge Trail	11	8:55 AM	9:41 AM
12	About .2mi from Rattlesnake Ridge and Twin Bridges Trail Intersection	12	9:00 AM	9:50 AM
13	Near Sportsplex turn in to finish	13	9:05 AM	9:59 AM
13.1	Finish - Service Road East of North Field at Sportsplex	13.1	9:05 AM	10:01 AM



COURSE TURNS:

- START: Sportsplex drive - west of Sports Fields
- RIGHT: Gulf Oak Ridge Trail
- LEFT: State Park Rd 2
- LEFT: E. Beach Blvd.
- LEFT: Rosemary Dunes Trail
- RIGHT: Catman Trail
- LEFT: Sidewalk at Hwy 161
- LEFT: Bonita Ave
- LEFT: Holly Street
- LEFT: W. Oak Ridge Drive
- RIGHT: John Snook Drive
- RIGHT: Parking Lot in front of City Hall
- RIGHT: Road to Rattlesnake Ridge Trail
- LEFT: Rattlesnake Ridge Trail
- RIGHT: Twin Bridges Trail
- RIGHT: To Finish at same location as Start

Aid Station Overview

1st Runner - Last Runner

Aid A = 1.5 mi

8:07 am - 8:13 am

Aid B = 2.75 mi

8:13 am - 8:25 am

Aid C = 4.25 mi

8:21 am - 8:38 am

Aid D = 5.75 mi

8:28 am - 8:51 am

Aid Station Overview

1st Runner - Last Runner

Aid E = 7.5 mi

8:37 am - 9:13 am

Aid F = 9.25 mi

8:45 am - 9:25 am

Aid G = 10.5 mi

8:52 am - 9:37 am

Aid H = 12 mi

8:59 am - 9:51 am

Restrooms:

- ◆ Locker Room at North Field
- ◆ Restroom between mile 2 & 3
- ◆ P = Portable - near mile 6
- ◆ Restroom near mile 8
- ◆ Restroom after mile 10 in City Hall Area - on left on John Snook Dr

COURSE NOTES:

- > Travel Counter Clockwise
- > Run Against Traffic on State Park Rd 2, E. Beach Blvd, in City Hall Area
- > Stay Inside Cones (In Bike Lane) on E. Beach Blvd
- Water & Energy Drink Locations: See List (Aid A-H)

Can you please confirm that we are approved to run the NJCAA & the Kaiser Half Marathon through the Gulf State Park on the following dates:

NJCAA Half Marathon – Saturday, November 19, 2016

Kaiser Half Marathon – Saturday, November 26, 2016

Same as all past races, neither half marathon will require the state park to close any parts of the trail...only to make the public aware of the race and to be cautious of participants. We will have yard signs with race day notifications to be posted at trail heads. We can post the signs or your staff can...whatever your preference.

If you have any questions or if you need additional information, please do not hesitate to contact me.

Thanks for all you do!

Respectfully,

Michelle S

Hi Michelle,

At this point things are ok to go, but in the future before any events are even planned (not just approval of maps) they are required to be approved via email or letter from Lisa. In the beginning stages of any event planning on any state park property please send an outline with specific dates and times (whether it involves closing a trail or not) to me and we can discuss before sending to Lisa. Thanks so much for all you do.

Hope you are having a great day,

Rhonda Taulbee

Special Events and Marketing Manager Gulf State Park

(251)948-7275 ext 2128

Fax 251-948-7726

20115 State Highway 135, Gulf Shores AL 36542

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: September 27, 2016

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

ADDRESS PO Box 299

AGENT OR REPRESENTATIVE Grant Brown / Beth Gendler

TELEPHONE NUMBER (home) _____ (business) _____

Email ADDRESS gbrown@gulfshoresal.gov

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

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

- a. Purpose of the Public Assembly: 2017
NCAA National Beach Volleyball Championship
- b. Dates of the Assembly: May 4-7, 2017—setup will begin May 1st.
- c. Time of the Assembly: from 6AM to 9PM
- d. Estimated number of Participants/Attendees: 2000
- e. Estimated number of Vendors: 8
- f. Location of Assembly (legal description of property if known): City of Gulf Shores Public Beach / Gulf Place
- g. Owner of Property: City of Gulf Shores

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

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

The undersigned has authority to execute this application; and the requesting organized group, unincorporated association of persons, or corporation promises and agrees to abide by all the terms and conditions of Section 11-26, Code of Ordinances, under which a Public Assembly Permit is issued, and to abide by all rules and regulations of the City of Gulf Shores, Alabama.


SIGNATURE OF AGENT

By authority of Section 11-24 of the Code of Ordinances of the City of Gulf Shores, the requirement of an Assembly Permit shall not apply to any activity sponsored by the City, County or State.

The Permit shall be issued only after approval by the appropriate City Officials, as indicated below:

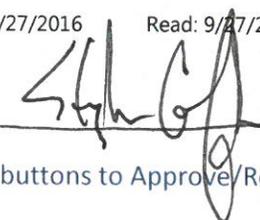
- a. Police Chief: _____ Date: _____
- b. Fire Chief: _____ Date: _____
- c. Public Works Director: _____ Date: _____
- d. Building Official: _____ Date: _____
- e. Planning & Zoning: _____ Date: _____
- f. Recreation & Cultural Affairs: _____ Date: _____
- g. City Administrator: _____ Date: _____

=====

Emily Tidwell

From: Emily Tidwell
Sent: Tuesday, September 27, 2016 12:57 PM
To: Edward J. Delmore; Hartly Brokenshaw; Andy Bauer; Mark Acreman; Brandan Franklin; Grant Brown
Cc: Matt Young; Wanda Parris; Alicia Talley; Paul Maliska; Temple Smith
Subject: Assembly Permit for NCAA National Beach Volleyball Championship
Attachments: SKM_C224e16092712551.pdf

Tracking:	Recipient	Delivery	Read	Response
	Edward J. Delmore	Delivered: 9/27/2016 12:57 PM	Read: 9/27/2016 12:57 PM	Approve: 9/27/2016 12:58 PM
	Hartly Brokenshaw	Delivered: 9/27/2016 12:57 PM	Read: 9/27/2016 1:38 PM	Approve: 9/27/2016 1:42 PM
	Andy Bauer	Delivered: 9/27/2016 12:57 PM	Read: 9/27/2016 1:38 PM	Approve: 9/27/2016 1:39 PM
	Mark Acreman	Delivered: 9/27/2016 12:57 PM	Read: 9/27/2016 1:44 PM	Approve: 9/27/2016 1:44 PM
	Brandan Franklin	Delivered: 9/27/2016 12:57 PM	Read: 9/27/2016 12:57 PM	Approve: 9/27/2016 12:57 PM
	Grant Brown	Delivered: 9/27/2016 12:57 PM		Approve: 9/28/2016 11:51 AM
	Matt Young	Delivered: 9/27/2016 12:57 PM		
	Wanda Parris	Delivered: 9/27/2016 12:57 PM	Read: 9/27/2016 1:52 PM	Approve: 9/27/2016 1:52 PM
	Alicia Talley	Delivered: 9/27/2016 12:57 PM	Read: 9/27/2016 12:57 PM	
	Paul Maliska	Delivered: 9/27/2016 12:57 PM	Read: 9/27/2016 1:09 PM	
	Temple Smith	Delivered: 9/27/2016 12:57 PM	Read: 9/27/2016 1:09 PM	

City Administrator  9/28/16

Please review the following Assembly Permit and use your voting buttons to Approve/Reject.
Thank you, ☺

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



SMALL TOWN, BIG BEACH™

Memorandum

Date: September 27, 2016
To: Mayor and City Council
From: Grant Brown
Cc:
Subject: 2017 NCAA Beach Volleyball National Championship

In conjunction with Gulf Shores and Orange Beach Tourism, the City of Gulf Shores will be hosting the inaugural NCAA Beach Volleyball National Championship May 4-7, 2017. As such, the attached Public Assembly Permit has been prepared for your approval.

The permit request includes:

1. Closing of East Gulf Place for this ticketed and gated event beginning Monday May 1st (setup) through the event conclusion and clean-up Monday, May 8th.
2. Trash collection and removal from event site
3. General set-up assistance of infra-structure and site preparation
4. The net production expenses will be shared equally by the City and Gulf Shores and Orange Beach Tourism. The City's 50% has been included in the 2017 budget.



GULF SHORES & ORANGE BEACH
Sports Commission

SPONSORSHIP AGREEMENT

This Sponsorship Agreement is made and entered into this 18th day of April, 2016, by and between the Alabama Gulf Coast Convention & Visitors Bureau (CVB) d/b/a Gulf Shores & Orange Beach Sports Commission (SC), whose address is P.O. Box 457, Gulf Shores, AL 35647 and the City of Gulf Shores, AL (Sponsor), whose address is P. O. Box 299, Gulf Shores, AL 36547.

WITNESSETH:

WHEREAS, the SC has executed a contract for hosting, sponsoring and supporting the National Collegiate Athletic Association (NCAA) National Collegiate Beach Volleyball Championship (Event) in Gulf Shores, Alabama in 2016 and 2017, which is hereby identified as "NCAA National Collegiate Beach Volleyball Championships Host Agreement: 2016-2017" (Host Agreement) and is hereby attached to and is made part of this Agreement; and

WHEREAS, the SC has contracted with the HOMF, LLC (Producer) to produce the Event in accordance with the terms and conditions of the Host Agreement, and

WHEREAS, Sponsor has agreed to participate with the SC in supporting these efforts by providing a monetary contribution and a contribution of goods and/or services to the Event;

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, the SC and Sponsor agree as follows:

1.) Term:

The term of this Agreement will begin on April 18, 2016 and end on June 30, 2017.

2.) Sponsorship Commitment:

The Sponsor agrees to pay to the SC a maximum Annual Sponsorship Fee of One Hundred Seventy-Five Thousand and no/100 Dollars (\$175,000.00) per year for both 2016 and 2017.

The Annual Sponsorship Fee for 2016 will be invoiced to the Sponsor as follows: Upon the execution of this Agreement by the Sponsor, the SC will deliver Invoice #1 to the Sponsor for Eighty-Seven Thousand Five Hundred Dollars (\$87,500.00) which will be due no later than (30) days after the date of invoice #1. No later than thirty (30) days after the completion of the 2016 Event, the SC will calculate the total expense for the 2016 Event and will deliver Invoice #2 to the Sponsor for the lesser of a) Eighty-Seven Thousand Five Hundred Dollars (\$87,500.00) or b) one-half of the total expense for the 2016 Event less the Eighty-Seven Thousand Five Hundred

Dollars (\$87,500.00) that the Sponsor paid for Invoice #1. Invoice #2 will be due no later than (30) days after the date of the invoice.

The Annual Sponsorship Fee for 2017 will be invoiced to the Sponsor as follows: On March 1, 2017, the SC will deliver Invoice #1 to the Sponsor for Eighty-Seven Thousand Five Hundred Dollars (\$87,500.00) which will be due no later than (30) days after the date of invoice #1. No later than thirty (30) days after the completion of the 2017 Event, the SC will calculate the total expense for the 2017 Event and will deliver Invoice #2 to the Sponsor for the lesser of a) Eighty-Seven Thousand Five Hundred Dollars (\$87,500.00) or b) one-half of the total expense for the 2017 Event less the Eighty-Seven Thousand Five Hundred Dollars (\$87,500.00) that the Sponsor paid for Invoice #1.

The Sponsor agrees to supply the venue(s) for the Events as specified in the Host Agreement and the Sponsor agrees to supply any other goods and services in relation to the Event that the Sponsor, at its sole discretion, chooses to provide; the Sponsor will negotiate and communicate directly with the Producer on any issues associated with the provision of the venue(s) and any other goods and services.

3.) Sponsorship Benefits:

The Sponsor will be recognized where appropriate for its One Hundred Seventy-Five Thousand Dollar (\$175,000.00) cash sponsorship commitment. The Sponsor will receive recognition for the period beginning on April 18, 2016 and ending on May 31, 2017. The VP of Sales for the SC will be the contact person for the Sponsor regarding their sponsorship.

4.) Independent Contractor.

It is hereby mutually agreed that the SC and the Sponsor are and will remain independent contractors and are not acting as agents for each other.

3.) Entire Agreement:

The SC and the Sponsor agree that the terms and conditions contained in this Agreement constitute the entire Agreement between the two parties. Any changes or modifications to these terms and conditions must be made in writing and signed by both parties.

4.) Assignment:

Neither of the parties to this Agreement will assign nor transfer this Sponsorship Agreement or any of the rights or privileges contained herein without the prior written consent of the other party.

5.) Compliance With Law:

The CVB/SC will comply with all applicable federal, state and local laws and regulations while this Sponsorship Agreement is in force.

6). Insurance:

The CVB/SC and the Sponsor will maintain general liability insurance on their respective organizations and workman's compensation insurance for their respective employees during the term of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

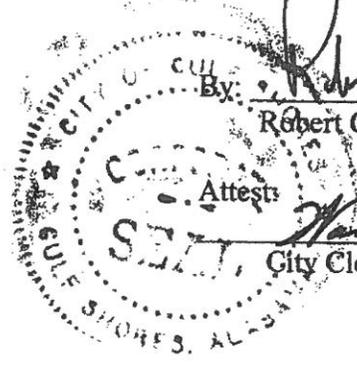
ALABAMA GULF COAST SPORTS COMMISSION

By: *Herbert J. Malone, Jr.*
Herbert J. Malone, Jr., President/CEO

CITY OF GULF SHORES

By: *Robert Craft*
Robert Craft, Mayor

Attest: *Paula Davis*
City Clerk



EAST BEACH BLVD. / HWY 182



Brasgard Enterprises, L.L.C.
 1000 N.W. 10th St.
 Fort Lauderdale, FL 33304
 (954) 575-5555

Date: March 19, 2016
 Project: NCAA CHAMPIONSHIPS 03-16-18.DWG
 Drawn: D. Viscardi, M. F. F. 1/2016



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: 6/22/16

ORGANIZATION/SPONSOR HO-MF, LLC

ADDRESS 200 E Beach Blvd, Suite 400 Gulf Shores, AL, 36542

AGENT OR REPRESENTATIVE Sean O'Connell

TELEPHONE NUMBER (home) _____ (business) _____

Email ADDRESS _____

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

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

- a. Purpose of the Public Assembly: Hangout Oyster Cook-Off and Craft Beer Weekend
- b. Dates of the Assembly: November 4-5, 2016
- c. Time of the Assembly: from 6pm 11/4 to 7pm 11/5
- d. Estimated number of Participants/Attendees: 7,000
- e. Estimated number of Vendors: 80
- f. Location of Assembly (legal description of property if known): The Hangout Restaurant at 101 E Beach Blvd and E Gulf Place
- g. Owner of Property: Shaul ZislIn & The City of Gulf Shores

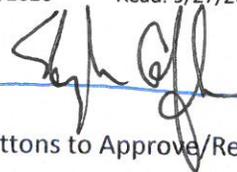
Supply to Clerk a letter from owner of property permitting use for activity, if not owned by applicant.

Emily Tidwell

From: Emily Tidwell
Sent: Tuesday, September 27, 2016 12:54 PM
To: Edward J. Delmore; Hartly Brokenshaw; Andy Bauer; Mark Acreman; Brandan Franklin; Grant Brown
Cc: Matt Young; Wanda Parris; Alicia Talley; Paul Maliska; Temple Smith
Subject: Assembly Permit for the Hangout Oyster Cook off and Craft Beer Weekend
Attachments: SKM_C224e16092712550.pdf

Tracking:	Recipient	Delivery	Read	Response
	Edward J. Delmore	Delivered: 9/27/2016 12:54 PM	Read: 9/27/2016 1:00 PM	Approve: 9/27/2016 1:01 PM
	Hartly Brokenshaw	Delivered: 9/27/2016 12:54 PM	Read: 9/27/2016 12:55 PM	Approve: 9/27/2016 1:41 PM
	Andy Bauer	Delivered: 9/27/2016 12:54 PM	Read: 9/27/2016 1:39 PM	Approve: 9/27/2016 1:40 PM
	Mark Acreman	Delivered: 9/27/2016 12:54 PM	Read: 9/27/2016 1:44 PM	Approve: 9/27/2016 1:44 PM
	Brandan Franklin	Delivered: 9/27/2016 12:54 PM	Read: 9/27/2016 12:57 PM	Approve: 9/27/2016 12:57 PM
	Grant Brown	Delivered: 9/27/2016 12:54 PM		Approve: 9/29/2016 9:52 AM
	Matt Young	Delivered: 9/27/2016 12:54 PM		
	Wanda Parris	Delivered: 9/27/2016 12:54 PM	Read: 9/27/2016 1:51 PM	Approve: 9/27/2016 1:52 PM
	Alicia Talley	Delivered: 9/27/2016 12:54 PM	Read: 9/27/2016 12:54 PM	
	Paul Maliska	Delivered: 9/27/2016 12:54 PM	Read: 9/27/2016 12:54 PM	
	Temple Smith	Delivered: 9/27/2016 12:54 PM	Read: 9/27/2016 1:12 PM	

City Administrator

 9/29/16

Please review the following Assembly Permit and 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

Phone (251) 968.1126



To: Grant Brown
From: Sean O'Connell
Re: Hangout Oyster Cook-Off Details
Date: September 1, 2016

We are excited to bring back another Oyster Cook-Off and Craft Beer Weekend to Gulf Shores, AL on Saturday November 5th. The following outlines any closures that impact the area around the event. The majority of the event takes place inside the Hangout. We are seeking permission to continue to use East Gulf Place – as we have in the past.

This year's Cook-Off will feature an all-star lineup of celebrity chefs, local restaurants and James Beard winners from the southeast.

The site layout is staying primarily the same. The Pink Pony will have full pedestrian access on the east side of Gulf Place. We will coordinate with our waste provider to place a dumpster. It will be in close proximity to the building, fenced, gated and scrimmed with windscreen.

We will utilize the Hangout stage for music talent Friday evening from 6pm-12pm and Saturday from 11am-9pm. A tent, located in the northeast corner of the parking lot on East Gulf Place, will be utilized for cooking demos on Saturday from 11am-5pm.

There will be no tents or equipment on the beach and access to the beach will not be impeded. *Fyi: The "Judges Tent" that appears to be beachside on our proposed site map is a zoomed in/detailed drawing of the "Crystal Judges tent."*

2015 Oyster Cook-Off Build and Strike Schedule

Wednesday, November 2

- East Gulf Place closes at 12:01am
- Fence build begins

Sunday, November 6

- East Gulf Place opens at 11:59pm to resume normal through-traffic, some parking areas will remain closed

Tuesday, November 8

- Return full site back to city at 8:00am

* Monday, Oct. 31ST
• Close East Gulf Place Parking Lot at 6AM.

Sincerely,

Sean O'Connell
Festival Director

* request per email 9/22
attached

Grant Brown

From: Sean O'Connell <sean@hangoutmusicfest.com>
Sent: Thursday, September 22, 2016 12:01 PM
To: Grant Brown
Subject: Re: OCO Assembly Permit + Letter + Map

Hey Grant

Would like to amend this with one detail. We would like to close East Gulf Place lot to Monday morning. This would not inhibit traffic on the road portion of East Gulf Place which would remain open until Wednesday morning.

Give me a call if you need some clarification.

Sean

Sean O'Connell
Festival Director, Hangout Music Fest
sean@hangoutmusicfest.com
W: (251) 210-9288 | M: (828) 230-3460
www.hangoutmusicfest.com

On Mon, Sep 19, 2016 at 9:17 AM, Grant Brown <gbrown@gulfshoresal.gov> wrote:

Thank you Sean,

We will review and get back our comments and schedule the item for the October 3rd Council Work Session.

Grant Brown

Recreation & Cultural Affairs Director

PO Box 299

1905 West 1st Street

Gulf Shores, AL 36542

www.gulfshoresal.gov



SMALL TOWN, BIG BEACH™

Memorandum

Date: September 27, 2016
To: Mayor Craft
City Council
From: Grant Brown
Cc:
Subject: Tri-party Agreement to Host AHSAA Track Championship

BACKGROUND: For a number of years, the City of Gulf Shores and Gulf Shores and Orange Beach Tourism have hosted the AHSAA State Track Championship, bringing 2000 athletes and 2000 spectators to the coast for three days of competition at the Gulf Shores Sportsplex the first weekend in May. The current agreement expires following the 2017 Championship and we have been invited extend our agreement to host this event through 2020.

RECOMMENDATION: Authorize the Mayor to sign the tri-party agreement along with the AHSAA and Gulf Shores and Orange Beach Tourism to host the AHSAA State Track and Field Championship 2018-2020

PREVIOUS COUNCIL ACTION: None

BUDGET IMPLICATIONS: This event is budgeted annually

ATTACHMENTS: Tri-party agreement

DEPARTMENT: Recreation and Cultural Affairs

STAFF CONTACT: Grant Brown

Letter of Agreement

This Agreement is entered into this 15th day of Sept. 2016, by and between the City of Gulf Shores, the Alabama Gulf Coast Convention & Visitors Bureau d/b/a Gulf Shores & Orange Beach Sports Commission (GSOBSC) and the Alabama High School Athletic Association (AHSAA).

1. Term

- 1.1 The term of this Agreement is for a period of three (3) years, commencing on April 30, 2018 and ending on June 1, 2020.
- 1.2 The Track and Field Championship (the Event) will be conducted for 4A, 5A, 6A and 7A Boys and Girls Classifications on the following dates:

May 03-05, 2018
May 02-04, 2019
April 30- May 02, 2020
- 1.3 Any and all references to the term "Parties" in this Agreement will include the City of Gulf Shores, GSOBSC and AHSAA.

2. Responsibilities

- 2.1 **The City of Gulf Shores shall provide each year at no cost to AHSAA for the Term of this Agreement:**
 - A. Stadium, staff, and use of The Gulf Shores Sportsplex Facilities which will include:
 1. Stadium seating for 4,000 people
 2. 10-lane straightaway polyurethane track
 3. 8-lane polyurethane track
 4. 3 Pits for long jump and triple jump
 5. A minimum of one area for pole vault and high jump
 6. Separate area for javelin, shot put and discus
 - B. Grounds crew
 - C. Custodial services
 - D. Gate personnel (ticket sellers, ticket takers), personnel to assist with the AHSAA pass gate and personnel to assist with the individual track events.
 - E. Uniformed Security
 - F. Ambulance and EMT
 - G. High-speed internet service
 - H. Access to a copy machine
 - I. Electronic Timing Company
 - J. Concession operations
 - K. Parking
 - L. Admission Gates
 - M. Team Pass Gates (separate from admission gate)



Agreement - Track & Field State Championship Site
Page 2

2.2 The GSOBSC shall provide each year at no cost to AHSAA for the term of this Agreement:

- A. Provide a maximum Cash Bid Fee of Ten Thousand and no/100 Dollars (\$10,000.00), payable to AHSAA each year, based on the satisfactory completion of the Event. The Cash Bid Fee will be paid to AHSAA no later than 60 days after the Event is completed.
- B. Responsible for the payment of the fees for the selected Site Tournament Director and Track Announcer. Disburse fees up to Six Thousand and no/100 Dollars (\$6,000.00) for the Tournament Officials, who have been selected and scheduled by AHSAA (see Paragraph 2.3-B). The fees will be paid no later than 30 days after all Tournament officials W-9's and time reports are received by GSOBSC.
- C. Provide up to thirty four (34) complimentary rooms for a maximum of four (4) nights each during the Event each year at locations determined by GSOBSC for AHSAA staff and Event officials. These may be hotel rooms and/or condominiums. Each condominium unit bedroom is equal to one room.
- D. The City of Gulf Shores will provide a "hospitality area" at the stadium. GSOBSC will provide complimentary food and beverage in the "hospitality area" each day of the Event for the AHSAA staff, officials and team coaches and GSOBSC will provide volunteers to work in the "hospitality area". The following meals will be provided: Thursday – lunch; Friday – breakfast and lunch; Saturday – breakfast and lunch.
- E. GSOBSC will secure discounted rates with area hotels and condominium facilities for the Event and these rates will be posted on the GSOBSC website so they will be easily accessible for participating teams and anyone else in need of housing for the Event. Gulf Shores & Orange Beach Tourism and the GSOBSC will work with AHSAA to promote the accommodations located within the Gulf Shores and Orange Beach lodging tax district in order to meet room usage requirements.
- F. Promote the Event through the GSOBSC website, the Gulf Shores & Orange Beach Tourism website and press releases prepared by the Gulf Shores & Orange Beach Tourism staff.
- G. Provide standard GSOBSC welcome bags for all teams participating in the Event.

Agreement - Track & Field State Championship Site
Page 3

2.3 The AHSAA will provide each year at no cost for the term of this Agreement:

- A. AHSAA will be responsible for selecting and purchasing at AHSAA's expense the following items:
- 1.) State Championship Trophies
 - 2.) Medals
 - 3.) Event Tickets
 - 4.) Trainers (Encore)
 - 5.) AHSAA staff member on site
 - 8.) Pass gate personnel and information (scanners, AHSAA Approved Credentials Board and sign-in notebook)
- B. AHSAA will be responsible for selecting and scheduling the following personnel:
- 1.) Tournament Director
 - 2.) Track Meet Announcer
 - 3.) Track Meet Officials

3. Revenue Share

3.1 All revenue for the Event shall be divided as follows:

- A. The City of Gulf Shores shall retain all stadium concessions revenue and parking fees. Maximum allowable parking fee per vehicle is \$5.00.
- B. AHSAA shall retain all stadium gate and souvenir revenue.

4. Marketing

- 4.1 None of the Parties will make any oral or written representation regarding the service of the other Parties. Each Party will conduct all of its activities under its own name and will not use the other Parties' name or trade name, except as expressly authorized by this Agreement, or with the other Parties' prior written consent.

5. Insurance

- 5.1 The Parties shall maintain in effect at all times during the term of this Agreement commercial general liability insurance in amounts not less than \$1 million for injury or death to one person, \$1 million for property damage.

Agreement - Track & Field State Championship Site

Page 4

- 5.2 A minimum of forty-eight (48) hours prior to commencement of the Event, a Certificate of Insurance will be provided evidencing the foregoing. Each Certificate shall name the other Parties as an Additional-Insured. No material change, reduction, cancellation or non-renewal of a party's policy shall become effective until thirty (30) days from the date written notice thereof is actually received by each party. Any additional insurance required by the City of Gulf Shores and GSOBSC will be the responsibility of the parties the insurance is related to specifically.

6. Independent Contractors

- 6.1 It is hereby mutually agreed that all Parties are and will remain independent contractors and are not acting as partners, parties to a joint venture, employer and employee or agents for each other and none of the Parties will have the power to bind the other whatsoever, except as specifically provided by the terms of this Agreement. None of the Parties will make any oral or written representation regarding the service of the other Parties. Each Party will conduct all of its activities under its own name and will not use the other Parties' name or trade name, except as expressly authorized by this Agreement, or with the prior written consent of the other Parties.

7. Limitation of Liability

- 7.1 EXCEPT AS PROVIDED IN SECTION 8.1, IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS OR ANY OTHER CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF POSSIBILITY OF SUCH DAMAGES.

8. Indemnification

- 8.1 The AHSAA shall indemnify, defend, hold harmless the City of Gulf Shores and the GSOBSC, their respective officers, employees, and agents with respect to any claim, demand, cause of action, debt, or liability, including reasonable attorney's fees, associated with events and activities for hosting the Event, including reimbursement for excessive damage to the facilities provided.
- 8.2 The City of Gulf Shores and the GSOBSC shall indemnify, defend, hold harmless the AHSAA, its officers, employees, and agents with respect to any claim, demand, cause of action, debt, or liability, including reasonable attorney's fees, associated with events and activities for hosting the Event.

Agreement - Track & Field State Championship Site
Page 5

9. **Severability:**

9.1 The terms of the Agreement are independent of and severable from each other, and neither this Agreement nor any provision contained herein shall be affected or rendered invalid or unenforceable by virtue of the fact that any other provision or provisions may be judged to be invalid or unenforceable, in whole or in part, for any reason.

10. **Assignment**

10.1 None of the Parties may assign their interest in the Agreement without the express written consent of the other Parties.

11. **Compliance With Law:**

11.1 The Parties will comply with all applicable federal, state and local laws and regulations while this Agreement is in force.

12. **Entire Agreement**

12.1 This Agreement constitutes the entire agreement between the Parties with respect to the written subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the Parties. It may not be released, discharged or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.



Agreement - Track & Field State Championship Site
Page 6

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed
By their duly authorized as of the _____ day of _____ 2016.

CITY OF GULF SHORES

ATTEST:

Robert Craft, Mayor

Wanda Parris, MMC, City Clerk

GULFSHORES & ORANGE BEACH SPORTS COMMISSION



Herb Malone, President

ALABAMA HIGH SCHOOL ATHLETIC ASSOCIATION



Steve Savarese, Executive Director

Contact Information

City of Gulf Shores
PO Box 299
Gulf Shores, AL 36547

Gulf Shores & Orange Beach Sports Commission
PO Box 457
Gulf Shores, AL 36547

Alabama High School Athletic Association
PO Box 242367
Montgomery, AL 36124



SMALL TOWN, BIG BEACH™

Memorandum

Date: October 3, 2016

To: Mayor Craft
City Council

From: Grant Brown

Subject: Faulkner State Community College annual renewal of Cooperative Agreement with City Library

BACKGROUND: Since 2001 the City and Faulkner have cooperated to share resources for the benefit of students and patrons.

RECOMMENDATION: Accept the renewal terms of the annual Cooperative Agreement between Faulkner State Community College and the City on behalf of the Thomas B. Norton Public Library for the 2016 – 2017 term.

PREVIOUS COUNCIL ACTION: Annual Resolution to authorize agreement.

BUDGET IMPLICATIONS: One time annual payment of \$1,200 plus \$300 additional reference materials purchase; provision of one professional Librarian (3 hours per week) and one paraprofessional (12 hours per week) to be reimbursed by Faulkner State.

ATTACHMENTS: Renewal Agreement

DEPARTMENT: Recreation and Cultural Affairs – Library Division

STAFF CONTACT: Grant Brown/Wendy Congiardo

LIBRARY COOPERATIVE AGREEMENT

between

FAULKNER STATE COMMUNITY COLLEGE

and

GULF SHORES PUBLIC LIBRARY

In an effort to better serve the students of Faulkner State Community College and the clientele of the Gulf Shores Public Library, Faulkner State Community College and the Gulf Shores Public Library are proposing that a relationship be formed to share the resources of Faulkner State Community College and Gulf Shores Public Library. This agreement will enable students of Faulkner State Community College and citizens of Gulf Shores to have wider access to library resources located in the service area. It is the opinion of the Administration of Faulkner State Community College and the Gulf Shores Public Library that the cooperative services will prove beneficial not only to the students, but also to all library patrons and citizens of the Gulf Shores area.

The following are proposed policies concerning this cooperative effort:

USE OF FACILITIES

Faulkner State Community College will reimburse the Gulf Shores Public Library in the amount of \$1200.00 during 2016-2017 for the use of the library facility to defray the cost of providing library services for Faulkner State Community College students. In order to check out materials, students must present a current FSCC ID card. This card can be used by the student only, and not by other members of his/her family. At the end of each semester and upon special request, Gulf Shores Public Library will present to the FSCC Library the names of those students with overdue materials and/or outstanding fines.

ADDITIONS TO THE COLLECTION

Faulkner State Community College will provide additional reference materials, with an annual budget of \$300.00, which will be integrated into the present Gulf Shores Public Library collection and made available to all patrons of the library as well as to Faulkner State students. The materials placed in the Gulf Shores Public Library by Faulkner State Community College will remain the property of Faulkner State Community College.

PERSONNEL

Faulkner State Community College will be responsible for the annual salaries of a professional librarian for three hours per week and a paraprofessional position for twelve hours per week based on Faulkner State Community College's pay scale. It will be the Director of the Gulf Shores Public Library's responsibility to hire, maintain work schedules and time sheets, and to report hours worked for the paraprofessional position to Faulkner State Community College on a

monthly basis for payroll purposes. All personnel will be under the supervision of the Director of the Gulf Shores Public Library.

OTHER RESOURCES

Faulkner State Community College will provide courier service to Gulf Shores Public Library to insure that students have timely access to printed materials. Students will pay \$0.10 per page for any photocopied articles they request; Gulf Shores Public Library personnel will collect this money and send it to the Faulkner Library. Audiovisual materials for Faulkner State Community College instructors will be sent via courier directly to the Gulf Shores Campus.

Faulkner State Community College will employ an on-campus part-time professional librarian to work with students and faculty to utilize the electronic resources available on site. The librarian will provide orientation for classes and instruct students in the use of the resources at the campus. If classes need to go to the Gulf Shores Public Library, the on-campus librarian will consult with the Gulf Shores librarian. Faulkner State Community College instructors desiring orientation classes must accompany their classes to the Gulf Shores Public Library.

ADDENDUM

Faulkner State Community College will pay a one-time fee of \$1200.00 to the Gulf Shores Public Library for the 2016-2017 year. Either party may cancel this Agreement with a 30-day notice, and any prepaid expenses not incurred will be refunded to Faulkner State Community College.

APPROVAL

This agreement will be in effect for one year, from October 1, 2016, to September 30, 2017. These policies will be reviewed at the end of each year by the College and the Gulf Shores Public Library; at those times, and any needed revisions will be made.

The undersigned representatives of the respective institutions agree to the above-stated policies.

Robert Craft, Mayor
City of Gulf Shores

Wanda Parris, Clerk
City of Gulf Shores

Gary Branch, President
Faulkner State Community College



SMALL TOWN, BIG BEACH

COUNCIL AGENDA SUMMARY

DATE: October 3, 2016

ISSUE: Transfer of an ABC Licensed Business at the following three locations:

From: Montelaro Tobacco Road, Inc. d/b/a Tobacco Road 2

To: Pinkis Beverages, Inc.
d/b/a ALS Liquor Tobacco Beer
1620 Gulf Shores Parkway
Gulf Shores AL 36542

From: Montelaro Tobacco Road, Inc. d/b/a RJS Liquor and Wine.

To: Pinkis Beverages, Inc.
d/b/a ALS Liquor Tobacco Beer
817 Gulf Shores Parkway
Gulf Shores AL 36542

From: Montelaro Tobacco Road, Inc. d/b/a RJS Liquor and Wine Gulf Shores.

To: Pinkis Fine Wine and Spirits, Inc.
d/b/a ALS Liquor Tobacco Wine
1545 Gulf Shores Parkway
Gulf Shores AL 36542

A public notice has been advertised setting the date of Monday, October 10, 2016 at 4:00 p.m., during the regularly scheduled Council Meeting for the Council to conduct a public hearing and vote on the transfer of the license.

RECOMMENDATION: Approval is recommended.

BUDGET IMPLICATIONS: None

RELATED ISSUES: None

DEPARTMENT: Executive Department

STAFF CONTACT: Wanda Parris, City Clerk

Receipt Confirmation Page

Receipt Confirmation Number: **20160926161413011**

Application Payment Confirmation Number: **26699738**

Payment Summary	
Payment Item	Fee
Transfer Fee for License 011 and License 990	\$50.00
Total Amount to be Charged	\$50.00

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

License Type 2: 990 - TOBACCO ONLY

License County: BALDWIN

Business Type: CORPORATION

Trade Name: **ALS LIQUOR TOBACCO WINE**

Applicant Name: **PINKIS FINE WINE AND SPIRITS INC**

Location Address: 1545 GULF SHORES PARKWAY; UNIT E
GULF SHORES, AL 36542

Mailing Address: 444 COLLINWOOD LOOP
FOLEY, AL 36535

Contact Person: VIJAY PATEL

Contact Home Phone:

Contact Business Phone: 251-981-6873

Contact Fax:

Contact Cell Phone:

Contact Email Address:

Contact Web Address:



SMALL TOWN, BIG BEACH™

Date: September 21, 2016

To: Steve Griffin, City Administrator

From: Sandy Carden, Human Resources Officer

Subject: Renewal of Agreement with Symbol Health Solutions, LLC.

Background: The City currently has a professional services agreement with Symbol Health Solutions, LLC to provide onsite medical clinic services and wellness program management for City employees, spouses, and dependents. This agreement is up for renewal on January 1, 2017.

Recommendation: Recommendation is for the Mayor to authorize and execute an extension of the agreement for one additional year with a term commencing January 1, 2017 through December 31, 2017 with Symbol Health Solutions, LLC.

Previous Council Action: Agreement was originally approved and executed on January 1, 2014 through January 1, 2017.

Budget Implications:

Related Issues: N/A

Attachments: Letter Sent to Symbol for Renewal Terms



SMALL TOWN, BIG BEACH

To: Mike Molyneaux

From: Sandy Carden, Human Resources Officer
Steve Griffin, City Administrator

Date: September 21, 2016

Subject: Symbol Clinic Agreement

The Symbol Clinic agreement is set to expire as of January 1, 2017, and in the current Agreement it states that the Agreement shall be automatically renewed for an additional two year period unless the client provides Symbol written notice of nonrenewal of at least 60 calendar days prior to the end of the initial term. This memo is to serve as written notice that the Finance Committee has only approved us renewing the agreement for one additional year with the following changes:

In hopes of increasing participation we are asking that Symbol add a few changes to the agreement. We would like for Kevin Connors to provide the Human Resources Officer with a quarterly compliance report so that she can monitor and follow up with those employees and their spouses who have missed or forgotten about their coaching visits. She will simply follow up with them with an email or phone calls letting them know they will be potentially losing their incentive if they do not comply. The City of Foley is currently utilizing this method as a follow up and says it is working so we do not think this would be considered a HIPPA violation. We believe that this will not only help to increase participation in the program but will also help the employee keep their incentive and stay better aware of their health risks.

Additionally in our desire to increase the wellness participation rate (62%), we would like for Kevin Connors, Symbol Wellness Coach, to create a plan for quarterly talks/challenges on topics of interest that will help to promote and increase participation.

We would also ask that Symbol rotate Symbol Coach, Sarah Catherine's schedule with Kevin Connors so that Sarah Catherine could come to the Gulf Shores clinic for employee coaching sessions in order to accommodate those employees who feel better speaking with a female instead of a male coach.



SMALL TOWN, BIG BEACH™

Date: September 21, 2016

To: Steve Griffin, City Administrator

From: Sandy Carden, Human Resources Officer

Subject: Renewal of Agreement with J & J Enterprises, LLC.

Background: The City currently has an agreement with J & J Enterprises, LLC. to lease an existing medical office building to be occupied and used by Symbol Clinic. This agreement is up for renewal on January 1, 2017.

Recommendation: Recommendation if for the Mayor to authorize and execute an extension of the lease agreement for one additional year with a term commencing January 1, 2017 through December 31, 2017 with J & J Enterprises, LLC. with an option to renew one additional year for a rental rate increase of 5%.

Previous Council Action: Agreement of lease was approved and executed last year from October 1, 2015 through September 30, 2016 and renewed for an additional period from October 1, 2016 – December 31, 2016 with an increase in rent of 10%.

Budget Implications: Rental of property will increase 10% from last year's lease for a new payment of \$2358.00 per month.

Related Issues: N/A

Attachments: Lease Agreement from J & J Enterprises, LLC

STATE OF ALABAMA

LEASE AGREEMENT

COUNTY OF BALDWIN

THIS LEASE AGREEMENT made and entered into this _____ day of September, 2016, by and between J & J ENTERPRISES, L.L.C. an Alabama Limited Liability Company, hereinafter referred to as "Lessor", and the City of Gulf Shores hereinafter referred to as "Lessee".

WITNESSETH:

1. Lease of Premises. The Lessor hereby grants, leases and demises unto the Lessee the following described property being situated in the City of Gulf Shores, in Baldwin County, Alabama, which is described as follows:

Approximately 1800 square feet of the building at 204 W. 19th Avenue,
Gulf Shores, Alabama,

for occupancy and use as an medical office, and not otherwise, for and during the term of one (1) years beginning on the 1st day of January, 2017, through the 31st day of December, 2017. This period is herein referred to as the "term" or "period" of said lease. The option to extend the lease shall be for one (1) year under the same terms and conditions but with the monthly rent to be set at a rate calculated as follows:

On the anniversary of Lessee's occupancy of the premises, Lessee agrees to pay to Lessor a sum calculated as follows: \$15.72/interior square foot multiplied by 5%. That amount will be added to the \$15.72/interior square foot charge and the sum shall be the next annual rental rate to be paid by Lessee to Lessor in equal monthly installments

2. Lease Payments. Lessee agrees to pay to Lessor a sum being equal to \$15.72/interior square foot of the leased premises payable in equal monthly installments of \$2,358.00. The first payment due hereunder is due in advance on January 1, 2017 and a like payment on

the same day of each month thereafter shall be made for the remaining eleven months. All payments shall be hand delivered or mailed by first class United States mail, postage prepaid to the address listed below on or before the due date hereof. An additional amount of ten percent (10%) of the monthly installment shall be due on any payment not hand delivered or not postmarked on or before ten days after the due date.

3. Indemnity and Hold Harmless from Loss. Lessee agrees to completely indemnify and hold harmless Lessor from any and all loss arising out of Lessee's operation of the business or use, operation or maintenance of the premises herein described (unless due to negligent, wanton or willful act or omission of the Landlord), and in furtherance of this covenant, agrees to maintain a policy of general liability insurance covering the premises and the business operation thereon naming the Lessor as a Co-insured or an additional insured, with limits of liability being not less than \$100,000.00/ \$300,000.00.

4. Uses of Premises. The premises during the term of this lease shall be used and occupied solely for the purpose stated above and Lessee shall not use nor permit the same to be used for any other purpose or purposes without prior consent, in writing, of Lessor. Lessee, at all times, shall fully comply with all laws, ordinances, and regulations of any lawful authority having jurisdiction of said premises but not limited to such as shall relate to health, safety, sanitation, and cleanliness and will not, by any act or omission render Lessor liable for any violation thereof. Lessee will not commit any waste to property nor permit the same to be done and will take good care of said premises at all times. Location, design, and installation and maintenance of signs shall be determined by mutual agreement and in accord with all applicable codes and ordinances and at the sole cost and obligation of Lessee.

5. Condition and Maintenance of Premises.

A. Lessee shall examine said premises before taking possession, and Lessee's entry into possession shall constitute conclusive evidence that, as of the date thereof, the said premises were in good order and satisfactory condition. It is expressly understood and agreed by all

parties hereto that Lessor does not warrant the condition of the premises or that the property is fit for any particular purpose.

B. Lessor agrees to maintain the roof and outer walls of the building improvements (exterior structure). Lessor shall pay the necessary charges for landscaping, lawn maintenance, and parking lot maintenance.

C. Lessee shall pay any damages caused by Lessee's negligence or willful or wanton misconduct and it is further expressly agreed that all other maintenance and responsibility of the Lessee, including but not limited to the repair and maintenance of all interior spaces of demised premises. Lessee further agrees to maintain all mechanical systems including heating, cooling, plumbing, and electrical.

6. Improvements. It is distinctly understood that any improvements made upon said premises during the term of this lease, shall remain with the premises and shall become the property of the Lessor upon termination of this lease. It is further understood and agreed that no improvements shall be made upon said property without the prior written consent of Lessor, and further, that lessor shall not be required to give such written consent until it has been presented a written waiver of mechanics' or materialmen's liens by the contractor to place said improvements on the property.

7. Nuisances and Waste of Premises: Surrender. Lessee shall not permit, allow or cause any unreasonable act or deed to be performed or any practice to be adopted or followed in, on or about said premises which shall cause or be likely to cause injury or damage to any person or to said premises or to the right-of-way adjoining the premises. Lessee shall not permit, allow, or cause any unreasonably noxious, disturbing or offensive odors, fumes, gases, smoke, dusts, steam, or vapors or any loud or disturbing noise, sound of vibration to originate on or be emitted from said premises.

Lessee shall, at all times, keep said premises clean and free from rubbish and dirt. Lessee agrees to keep the demised premises free from insects and other pests and to hire a pest control firm to accomplish said obligation. Lessee agrees to permit no waste of the property,

but, on the contrary, to take good care of same, and, upon termination of this lease, to surrender possession of the same without notice in as good condition as at the commencement of the term or as they may be put in during the term, as reasonable use and wear thereof will permit.

8. Limitation of Lessor's Liability: Right to Close. Lessor shall not be liable for any loss of property of Lessee from said premises or for any damage to any property of Lessee, whether occasioned by war, act of God, act of man, riot, insurrection, or however occurring, except as may be directly from the failure of Lessor to perform any act required of lessor under the terms of this agreement, after reasonable notice. Lessor, without liability of Lessee, shall have the right, and may, at any time, close the said premises whenever the same may become necessary in compliance with any law, order, regulation, or direction of any lawful authority or the agents, officers, or representatives thereof, or, in the event of any public disturbance or like circumstance, which, in the judgment of the Lessor, may appear proper or advisable, provided, however, that the rental payments for such periods shall be abated, and, if such closure shall last more than sixty (60) days, Lessee or lessor may terminate this lease as to any remaining term.

9. Lessor's Right of Entry: Lessee's Duty to Keep neat. Lessor, Lessor's agents or representatives, at all reasonable times, may enter said premises for the purpose of inspecting thereof, and, during the period of said lease, whether the principal term or extension thereof, may enter to exhibit the premises to prospective tenants or purchasers, after reasonable notice to the Lessee. Lessee agrees to keep the leased premises in a condition satisfactory to Lessor.

10. Utilities. Lessee shall procure for Lessee's own account and shall pay the cost of all electrical power, water, sewage, cable television consumed in, on or at said premises and the cost of cleaning and garbage disposal associated with the demised premises. The office will be equipped with a security system. If the Lessee chooses to use the system, the Lessee will bear the cost of this monitoring service.

11. Eminent Domain. In the event that the whole or any part of said premises shall be taken by any public authority under the power of eminent domain or like power, then the term hereof shall terminate as to the part of the premises so taken, effective as of the date possession thereof shall be required to deliver pursuant to the final order, judgment or decree entered in the proceedings and exercise of such powers. All damages awarded to the taking of said premises or any part thereof shall be payable in the full amount thereof to, and the same shall be the not limited to, any sum paid or payable as compensation for the loss of value of the leasehold or loss of the fee or any part of the premises, and Lessee shall be entitled only to that portion of any award expressly stated to have been made to lessee for the loss of his lease value and cost of removal of furniture and fixtures owned by the Lessee.

12. No Assignments or Subletting. Lessee shall not assign or in any manner transfer this lease or any estate, interest, or benefit therein or any options herein contained or sublet said premises or any part or parts thereof or permit the use of the same or any part thereof by anyone other than the Lessee, except with the specified and considered prior written consent of lessor which will not be unreasonably withheld.

13. Signage. A common illuminated sign and a fixed sign over the office entrance shall be provided for use by Lessee. It shall be the Lessee's responsibility to make changes to these signs. Said name shall be mutually agreed upon by Lessor and Lessee. The Lessee shall be responsible for any changes to the signage during the term of the lease.

14. Defaults; Remedies. The happening of any one or more of the following listed events, hereinafter referred to as defaults, shall constitute a breach of this lease agreement on the part of the Lessee, namely:

(a) Filing by or on behalf of lessee of any petition or pleading to declare Lessee a bankrupt, whether voluntary or involuntary;

(b) The failure of Lessee to pay any rent payable under this lease agreement or any extension thereof when due;

(c) The appointment by any court or under any law of a receiver, trustee, or other custodian of the property, assets, or business of Lessee;

(d) The levy of execution or attachment or other taking of property, assets, or the leasehold interest of Lessee, by process of law or otherwise, as satisfaction of any judgment, debt, or claim.

Upon happening of any default, Lessor may, if Lessor elects to do so:

(a) Collect each installment of rental hereunder as and when the same matures;
or

(b) Terminate the term of this lease agreement without further liability to Lessee hereunder; or

(c) Terminate Lessee's right to possession and occupancy of the premises without terminating the term of the lease agreement, and, in the event Lessor shall exercise this right of election, the same shall be effective as of the date of written notice of lessor's election given by the Lessor to Lessee at any time after the date of such event of default.

Upon default and entry into possession by Lessor, Lessor shall take reasonable steps to relet the premises or any part thereof, for the account of the Lessee to any person, firm, or corporation selected by lessor in its sole discretion for such rent or for such time and upon such terms as the lessor, in Lessor's sole discretion, shall determine. If any rental collected by lessor, upon such reletting for Lessee's account, is not sufficient to pay monthly the full amount of the rental herein reserved and not therefore paid by Lessee, together with the cost of any repairs, alterations or redecoration necessary for such reletting and legal expenses, Lessee shall pay Lessor the amount of each monthly deficiency upon demand; and, if the rent so elected for such letting is more than sufficient to pay the full amount of the rent reserved hereunder, together with the aforementioned costs, Lessor, at the end of the stated term hereof, shall apply and surplus to the extent thereof to the discharge of any obligation of Lessee to lessor under the terms of this lease.

All remedies of Lessor are cumulative and are in addition to any other remedies accruing by law.

Lessee agrees to pay a reasonable attorney's fee and all costs if it becomes necessary for Lessor to employ an attorney to enforce performance of any of the provisions of this lease or to obtain possession of the leased premises or otherwise to exercise any option to enforce any right given to lessor upon default by lessee expressly

individual, under the laws of any state of The United States of America, as against the collection of any debt or hereby incurred or secured.

Lessor agrees to pay a reasonable attorney's fee if it becomes necessary for lessee to employ an attorney to enforce performance of any of the provisions of this lease.

15. Governing Law. This agreement is to be construed according to the laws of the State of Alabama. This lease is subject to those certain Rules, Regulations, and Restrictive Covenants contained in the Declaration of Covenants and Conditions and Restrictions of Gulf Shores, Alabama.

16. Holding Over. If through no fault of Lessor, should Lessee withhold possession of the premises from lessor after termination of this lease, the damages for which lease should be liable to Lessor for such detention shall be, and hereby are, liquidated at sum equal to double the monthly rental installment payment stipulated herein for the period of such detention.

17. Relationship of Parties. The execution of this lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between Lessor and Lessee the relationship of principal or agent of partnership or joint venture, and the relationship between them shall be only that of landlord and tenant or Lessor and Lessee.

18. Lenience or Mercy not a Waiver of Lessor's Rights. The failure of Lessor to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any covenants, conditions, or options but the same shall remain in full force and effect. The receipt by lessor of rent, with the knowledge of the breach of any covenant hereof, shall not be deemed to have been made unless expressed in writing and signed by the Lessor.

19. Non-Destruction by invalidity. If any part of this agreement is declared by any court to be invalid, none of the other provisions shall be affected thereby.

20. Number and Gender. Any use of the singular applies to the plural, and vice-versa, and any use of masculine refers also to the feminine, and vice-versa.

21. Entire Agreement Contained. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of the lessor and the Lessee and their respective heirs, executors, administrators, successors and assigns, except as otherwise provided. This lease contains the entire agreement between the parties hereto, and neither party is bound by any representations or agreements of any kind except as herein contained.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed on this the _____ day of _____, 2016.

LESSOR:

J & J ENTERPRISES, L.L.C., an
Alabama Limited Liability Company

BY:

James Shamburger, As Its Manager

Address: 31743 River Road
Orange Beach, AL 36561

LESSEE:

The City of Gulf Shores

BY: _____

Honorable Robert Craft, As Its Mayor

Address: _____
