



AGENDA  
GULF SHORES CITY COUNCIL  
COUNCIL WORK SESSION MEETING  
FEBRUARY 3, 2020  
4:00 P.M.

**1. Councilmember Discussion Period**

- A. Councilman Philip Harris

**2. Airport Authority**

- A. Approve Agreement - City Of Gulf Shores & Airport Authority

Documents:

[AA - AGENDA ITEM SUMMARY - AIRPORT AUTHORITY - CITY AGREEMENT 01012020.PDF](#)  
[AA - RESOLUTION 763-20 - APPROVE CITY AGREEMENT.PDF](#)  
[AA - CITY AGREEMENT.PDF](#)

**3. City Administrator**

- A. BUILD Restore Program

Documents:

[CA - AGENDA ITEM SUMMARY - BUILD RESTORE PROGRAM.PDF](#)  
[CA - ALDOT CONSULTANT LIST.PDF](#)  
[CA - PROJECT MAP.PDF](#)

- B. Zoo Financing / City Support Extension Request

Documents:

[CA - AGENDA ITEM SUMMARY - ZOO FINANCING.PDF](#)  
[CA - MINUTES GULF SHORES RESOLUTION EXTENDING ZOO CONSTRUCTION DATE, 4824-3259-8963, 1.PDF](#)  
[CA - ZOO LETTER.PDF](#)

**4. Engineering Department**

- A. ALDOT Cooperative Maintenance Agreement - SR 59 Canal Bridge Widening

Documents:

[ENG - AGENDA ITEM SUMMARY - BAYOU VILLAGE BRIDGE ALDOT COOPERATIVE MAINTENANCE AGREEMENT.PDF](#)  
[ENG - BAYOU VILLAGE BRIDGE - ALDOT CMA.PDF](#)

## **5. Finance And Administrative Services Department**

### A. Authorize 2020 Budget Amendment 1

Documents:

[FIN - AGENDA ITEM SUMMARY - 2020 BUDGET AMENDMENT 1.PDF](#)  
[FIN - 2020 AMENDMENT 1.PDF](#)  
[FIN - RESO - 2020 BUDGET AMENDMENT 1.PDF](#)

### B. Award Bid - Moyer Ford

Documents:

[FIN - AGENDA ITEM SUMMARY - ACCEPT BID FOR 2020 FORD ESCAPE MK.PDF](#)  
[FIN - RESO - AWARD BID FOR FORD ESCAPE.PDF](#)

## **6. Fire Department**

### A. Authorize MOU - Valor Hospitality Partners, LLC / The Lodge

Documents:

[FD - AGENDA ITEM SUMMARY - VALOR MOU.PDF](#)  
[FD - VALOR MOU 2020.PDF](#)

## **7. Recreation And Cultural Affairs**

### A. Public Assembly Permit Application - 2020 Hangout Music Festival

Documents:

[RAC - AGENDA ITEM SUMMARY - HOMF 2020.PDF](#)  
[RAC - PUBLIC ASSEMBLY PERMIT APPLICATION - HOMF 2020.PDF](#)  
[RAC - HOMF2020-PUBLIC MAP 010720.JPG](#)  
[RAC - RESOLUTION DRAFT HOMF 2020.PDF](#)

## **8. Zoning Administrator**

### A. Aventura PUD Master Plan Amendment

Documents:

[ZA - AGENDA ITEM SUMMARY - AVENTURA PUD AMENDMENT.PDF](#)  
[ZA - AVENTURA PUD AMENDMENT STAFF REPORT.PDF](#)  
[ZA - AVENTURA PUD AMENDMENT MASTER PLAN.PDF](#)

### B. Gulf Shores Medical Park Rezone

Documents:

[ZA - AGENDA ITEM SUMMARY - GULF SHORES MEDICAL PARK REZONE.PDF](#)  
[ZA - GULF SHORES MEDICAL PARK REZONE\\_COW STAFF REPORT.PDF](#)

## **9. Mayor Updates**

## 10. Adjourn



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## COUNCIL AGENDA ITEM SUMMARY

**DATE:** January 27, 2020  
**TO:** Mayor and City Council  
**FROM:** Scott B. Fuller, Airport Authority Manager  
**ISSUE:** Approval of between the City and Airport Authority

**BACKGROUND:** The agreement between the City and Airport Authority, whereby the City provides 2 full time personnel to the Authority and the Authority reimburses City for all personnel expenses, has expired. City and Authority wish to continue the agreement and expand the role of Public Works with regard to airport maintenance reimbursing the City for all airport expenses. Term is for a period of 5 years.

**RECOMMENDATION:** Approve the Agreement between the City and Airport Authority dated January 1, 2020.

**PREVIOUS COUNCIL ACTION:** None, Airport Authority approved unanimously

**BUDGET IMPLICATIONS:** Increase in Public Works Budget of \$140,000 and associated increase in revenues from the Authority for \$140,000.

**RELATED ISSUES:** None

**ATTACHMENTS:** Airport Authority Resolution 763-20

**DEPARTMENT:** Airport Authority

**STAFF CONTACT:** Scott Fuller

RESOLUTION NO. 763-20

A RESOLUTION  
TO APPROVE A FIVE YEAR GRASS AND GROUNDS CONTRACT WITH THE  
CITY OF GULF SHORES NOT TO EXCEED \$140,000.00 PER YEAR AND TO  
AUTHORIZE THE CHAIRMAN AND SECRETARY TO EXECUTE AND ATTEST  
ANY RELATED DOCUMENTS

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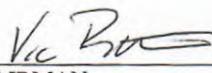
BE IT RESOLVED BY THE AIRPORT AUTHORITY OF THE CITY OF  
GULF SHORES, ALABAMA, WHILE IN REGULAR SCHEDULED SESSION ON  
JANUARY 27, 2020 AS FOLLOWS:

Section 1. That the Board of Directors of the Airport Authority of the City of  
Gulf Shores approve a five year Grass and Grounds Contract with the City of Gulf  
Shores and;

Section 2. That the Chairman and Secretary of the Airport Authority be and they  
are hereby authorized and directed to execute and attest, respectively, any related  
documents needed as described above.

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

ADOPTED this 23<sup>rd</sup> day of September, 2019.

  
\_\_\_\_\_  
CHAIRMAN

ATTEST:

  
\_\_\_\_\_  
SECRETARY

STATE OF ALABAMA

BALDWIN COUNTY

**AGREEMENT**

THIS AGREEMENT, by and between the CITY OF GULF SHORES, ALABAMA, a municipal corporation, hereinafter referred to as "City", and GULF SHORES AIRPORT AUTHORITY, hereinafter referred to as the "Authority".

WHEREAS, the City and the Authority agree as follows:

**Terms**

For a period of 5 years commencing January 1, 2020 the City shall provide the services of two (2) full-time employees to the Authority pursuant to Section 3.02 and Section 3.03 of the Lease, Assignment and Operating Agreement.

- Airport Manager (job description attached)
- (Airport) Administrative Assistant II (job description attached).

The City shall include in its annual audit contract an audit of all financial accounts of the Airport Authority which shall be reimbursed by the Authority.

The Mayor and City Council, through its City Administrator, shall provide formal input into the annual performance reviews of the Airport Manager's activities/ job responsibilities.

**Business and Aviation Park**

1. Determine lot sales rates or lease rates for all Authority owned properties.
2. Obtain FAA pre-approval and / or final approval of sales and leases.
3. Assist in the recruitment of prospects.

**Budget -**

1. The Authority shall provide a budget to the City in August each year for Council approval. The budget will include projected City expenses including personnel and public works costs. As required in the lease, the Airport Manager, on behalf of the Authority, will provide to the City a timely and complete submission of the Authority's annual recommended budget no later than August 30<sup>th</sup> and its 5-year CIP no later than October 30<sup>th</sup> of each year.
2. Annual budget submission should include any requested City appropriation and any FAA grant match amounts needed to support CIP.

**Airport Financials -**

1. Continue to develop and implement strategies for increasing airport annual revenues.
2. Assist City's auditor in annual airport audit.
3. The Authority shall provide the City monthly reports of airport revenues and expenses.

**Conduct Annual Community Outreach Meetings -**

1. Discuss operations and leases.
2. Inform community of any airport expansions or pending leases.
3. Seek community input on airport impact issues.
4. Develop plan and implement as feasible.

**Airport Leases and Real Estate -**

1. Inform Mayor and City Council via the City Administrator of any pending long term (3 year) lease and contracts for input to Authority.
2. Submit on behalf of the Authority any and all leases, subleases and lease assignments for Mayor and City Council ratification pursuant to Section 1.10 of the Lease, Assignment and Operating Agreement.

**Tower and Terminal Building**

- Implement FAA grant for constructing / establishing operations of a new airport control tower at Jack Edwards Airport within 3 years of this signed agreement.
- Complete design, bid and financing of a new airport terminal and parking facilities in the next 5 years.
- Actively market Jack Edwards Airport for new commuter services

**Public Works Maintenance and Mowing**

1. Authority to pay City an amount not to exceed \$140,000 annually (paid in monthly installments) for staffing and equipment. Reimbursement to be updated annually based on actual projections.
2. Internal Drainage and Fence Maintenance
3. Airport Mowing- Hangers, Approaches, Main Entrance, Administrative Areas, Hwy 59 Lots, Taxi, Alpha FBO Areas, Sweeping of all runway areas and Fence Weed Treatments.

Dated: \_\_\_\_\_

City of Gulf Shores, Alabama

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

ATTEST:

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

\_\_\_\_\_  
Gulf Shores Airport Authority



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**TO:** Mayor Craft & Members of the City Council  
**THROUGH:** Steve Griffin, City Administrator  
**FROM:** Dan Bond, Environmental Grants Coordinator  
**SUBJECT:** BUILD Restore Program  
**DATE:** February 3, 2020

**ISSUE:** The City has recently been awarded two large transportation infrastructure grant projects, with a total program budget of approximately \$54M. These two projects, consisting of six separate components, will have a profound impact on transportation in the region. The two grant projects are:

**2019 BUILD Grant - The Waterway Village Multi-Modal Access Project:** This project is a network of roadway, intersection, and pedestrian access improvements that will improve traffic conditions, enhance regional connectivity, create economic opportunities, improve vehicular and pedestrian safety, and increase community resilience. The project will increase capacity along State HWY 59 from County Rd 8 to Fort Morgan Rd. by adding an additional southbound lane, constructing a new pedestrian bridge across the ICW to connect the north and south Waterway Village areas, adding pedestrian improvements and complete streets throughout the Waterway Village District, improving intersections at County Rd 6 and Cotton Creek Dr., and the construction of new HWY 59 medical facility access roads.

State HWY 59 is the main traffic artery from I-10 to the economic centers of Foley, Gulf Shores, and Orange Beach in Baldwin County, and traffic congestion is a growing problem in the region. This project will be designed in coordination with the \$21.7M RESTORE ALDOT Capacity project to increase efficiency from HWY 59 to the Foley Beach Express, improve access to the Aviation and Business Park, and improve traffic conditions on the north and south sides of the Holmes Bridge. The project will also improve traffic flow and access to the Jack Edwards Airport, the Foley Beach Express, and provide alternate routes for emergency vehicles.

**RESTORE ALDOT Capacity Improvements Project:** In 2018, The Alabama Gulf Coast Recovery Council (AGCRC) awarded \$41.8M in RESTORE funding for projects in the Gulf Shores area, including \$21.7M for the ALDOT Capacity Improvements Project, \$9.7M for the Gulf Coast Center for Ecotourism & Sustainability, \$4.4M for the Fort Morgan Trail Extension, and \$5.9M for the Little Lagoon Restoration Project.



The 'ALDOT Capacity Improvements Project' will increase capacity and enhance efficiency between HWY 59 and the Foley Beach Express (FBE) through the construction of an extension of Waterway East Blvd on the north side of the ICW that will connect with the FBE, and the construction of a new route for Canal Road East on the south side that will relieve congestion in the Waterway Village area.

Due to the complex nature of the project components, ALDOT has requested that the City manage the engineering and design process, including traffic studies, technical design development, and consideration of environmental, social, and economic impacts.

The City is currently conducting a corridor study to perform preliminary design work, including coordination with state and federal agencies, analysis of design alternatives, costing and budget development, public outreach, and feasibility studies.

In order to efficiently manage the design and construction of a program of this magnitude and complexity, City staff has requested proposals for professional services from a team of design firms led by Volkert, Inc. to provide engineering, program management, survey, design, environmental, geotechnical engineering, CE&I, and testing services. If approved by the Council, these professional services proposals will be structured as two separate master agreements; one for the BUILD Grant and one for the RESTORE Grant as defined below.

**RECOMMENDATIONS:** Select Volkert, Inc. from ALDOT's Prequalified Engineers list (attached) and accept their proposal for professional services for the City's grant-funded transportation projects. Authorize Mayor to execute two master agreements for the City's BUILD and RESTORE projects. The two master agreements will be structured as **cost-plus, not to exceed** the following amounts:

<b>BUILD Grant Project:</b>	<b>\$3,787,404.00</b>
<b>RESTORE Project:</b>	<b>\$4,058,934.00</b>
<b>TOTAL</b>	<b>\$7,846,338.00</b>

Each individual master agreement will be structured as follows:

**MASTER AGREEMENT-BUILD GRANT**

- COST PLUS CONTRACT NOT TO EXCEED \$3,787,404
  - DESIGN (SURVEY, ENGINEERING, ENVIRONMENTAL, GEOTECH) = \$1,559,519 (7%)
  - CE&I = \$1,782,309(8%)
  - TESTING = \$445,576(2%)

**MASTER AGREEMENT-RESTORE GRANT**

- COST PLUS CONTRACT NOT TO EXCEED \$4,058,934



- ENGINEERING (SURVEY, DESIGN, ENVIRONMENTAL, GEOTECH) = \$1,671,326 (7%)
- CE&I = \$1,910,087 (8%)
- TESTING = \$477,521 (2%)

Task orders will be issued for each project component, and no specific work will commence on a particular component until such a task order is issued. The scope of work for each component will include:

- PROJECT MANAGEMENT
- ENVIRONMENTAL PERMITTING
- SURVEY
- DESIGN (CIVIL, ROADWAY, STRUCTURAL, BRIDGE ARCHITECTURE, LANDSCAPE ARCHITECTURE)
- GEOTECHNICAL
- CE&I
- TESTING

The total program consists of six components as follows:

**BUILD Grant Components (4):**

MEDICAL VILLAGE ACCESS

CONSTRUCTION COSTS = \$3,721,028  
DESIGN COSTS = \$260,471 (7%)  
CE&I COSTS = \$297,682 (8%)  
TESTING = \$74,420 (2%)  
TOTAL COSTS = \$4,353,601

PEDESTRIAN BRIDGE

CONSTRUCTION COSTS = \$8,250,000  
DESIGN COSTS = \$577,500 (7%)  
CE&I COSTS = \$660,000 (8%)  
TESTING = \$165,000 (2%)  
TOTAL COSTS = \$9,652,500

HWY 59 CAPACITY IMPROVEMENTS

CONSTRUCTION COSTS = \$6,032,754  
DESIGN COSTS = \$422,292 (7%)  
CE&I COSTS = \$482,620 (8%)  
TESTING = \$120,655 (2%)  
TOTAL COSTS = \$7,058,321

COUNTY ROAD 6 IMPROVEMENTS

CONSTRUCTION COSTS = \$4,275,097



DESIGN COSTS = \$299,256 (7%)  
CE&I COSTS = \$342,007 (8%)  
TESTING = \$85,501 (2%)  
TOTAL COSTS = \$5,001,861

**RESTORE Grant Components (2):**

**WATERWAY EAST BLVD**

CONSTRUCTION COSTS = \$12,761,991  
DESIGN COSTS = \$893,339 (7%)  
CE&I COSTS = \$1,020,959 (8%)  
TESTING = \$255,239 (2%)  
TOTAL COSTS = \$14,931,528

**CANAL ROAD**

CONSTRUCTION COSTS = \$11,114,103  
DESIGN COSTS = \$777,987 (7%)  
CE&I COSTS = \$889,128 (8%)  
TESTING = \$222,282 (2%)  
TOTAL COSTS = \$13,003,500

**BACKGROUND:** As part of the Vision 2025 Plan for Sustainability, the City of Gulf Shores is committed to providing the infrastructure necessary to support a sustainable, vibrant economy. The area has experienced tremendous growth over the last decade, leading to increased traffic volumes resulting in a need to enhance the capacity and efficiency of the City's transportation infrastructure.

One area of particular concern is the east-west corridor from HWY 59 along SR 180 (Canal Rd.) to Orange Beach. A recent traffic study estimated that 22% of the vehicles crossing the Holmes Bridge on HWY 59 are traveling to Orange Beach, exceeding the reasonable capacity of the roadway and associated intersections. The City has therefore worked with ADCNR, ALDOT, and Baldwin County to secure \$21.7M in funding for construction through the RESTORE process to increase the capacity and enhance the efficiency of this corridor.

The 'Better Utilizing Investments to Leverage Development' (BUILD) Transportation Discretionary Grant Program provides an opportunity for the U.S. Department of Transportation to invest in road, rail, transit and port projects that promise to achieve national objectives. Previously known as Transportation Investment Generating Economic Recovery, or TIGER Discretionary Grants, Congress has dedicated nearly \$5.6 billion for nine rounds of National Infrastructure Investments to fund projects that have a significant local or regional impact. The eligibility requirements of BUILD allow project sponsors at the state and local levels to obtain funding for multi-modal, multi-jurisdictional projects that are more difficult to support through traditional DOT



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programs. In 2019, the City applied for and received \$14.4M in federal funding for construction of the **Waterway Village Multi-Modal Access Project**.

**PREVIOUS COUNCIL ACTION:** Waterway Village Project, Traffic Analysis – Origin and Destination Study, Gulf Shores Major Streets Plan, City School Infrastructure Improvements, TIGER/BUILD Grant Project, Aviation and Business Park Improvements.

**BUDGET IMPLICATIONS:** Improvements to County Road 6 (\$4.6M) and the Medical Facility Access Roads (\$2.1M) and the RESTORE projects (\$3M) are already included in the City's 10 Year Capital Plan. The City has also secured commitments from private partners totaling \$1.9M. These funds, along with an additional \$6.2M in matching funds, will be used to leverage \$36.1M in federal funds for a total program budget of \$54M.

### **TRANSPORTATION GRANT PROGRAM BUDGET SUMMARY**

RESTORE GRANT - \$27,935,028

- \$21,700,000 FEDERAL RESTORE FUNDS
- \$1,215,000 PRIVATE FUNDS
- \$5,020,028 MATCHING FUNDS

BUILD GRANT - \$26,066,283

- \$14,400,000 FEDERAL FUNDS
- \$694,220 PRIVATE FUNDS
- \$10,972,063 MATCHING FUNDS

TOTAL PROGRAM BUDGET = \$54,001,311

TOTAL FEDERAL FUNDS = \$36,100,000 (67%)

TOTAL PRIVATE FUNDS = \$1,909,220 (3%)

TOTAL MATCHING FUNDS = \$15,992,091 (30%)

**RELATED ISSUES:** RESTORE ALDOT Capacity Project, State ICW Bridge Project, TIGER Grant, BUILD Grant, HWY 59 Signal Improvements, County Road 8 Improvements, County Road 6 Improvements, Jack Edward Airport Master Plan, Waterway Village District, future Medical Complex, Bicycle Sidewalk Master Plan.

**ATTACHMENTS:** Project Map, ALDOT Prequalified Consultants List

**DEPARTMENTS:** Engineering, Executive

**STAFF CONTACT:** Steve Griffin, Mark Acreman, Dan Bond

**ALABAMA DEPARTMENT OF TRANSPORTATION  
PRE-QUALIFIED  
CONSULTANTS**

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Vaughn & Melton Consulting Engineers Inc  
300 Chastain Center Blvd.  
Kennesaw GA 30144

770-627-3590

**Functional Areas**

Bridge  
Construction  
Design  
Location  
Materials and Tests  
Public Relations  
Right-Of-Way

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VE Group, L.L.C.  
PO Box 179  
Quincy FL 32353

850-627-3900

**Functional Areas**

Design

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Volkert, Inc.  
P.O. Box 7434  
Mobile AL 36670

251-342-1070

**Functional Areas**

Aeronautics  
Bridge  
Construction  
Design  
Environmental  
Location  
Materials and Tests  
Planning  
Right-Of-Way

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Walcott Adams Verneuille Architects  
One South School Street  
Fairhope AL 36532

251-928-6041

**Functional Areas**

Architectural

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Walker Associates, Inc.  
2890  
Tuscaloosa AL 35406

205-561-3778

**Functional Areas**

Construction  
Design  
Environmental  
Location

# TRANSPORTATION GRANT PROGRAM BUDGET SUMMARY

## RESTORE GRANT - \$27,935,028

- \$21,700,000 FEDERAL RESTORE FUNDS
- \$1,215,000 PRIVATE FUNDS
- \$5,020,028 CITY FUNDS

## BUILD GRANT - \$26,066,283

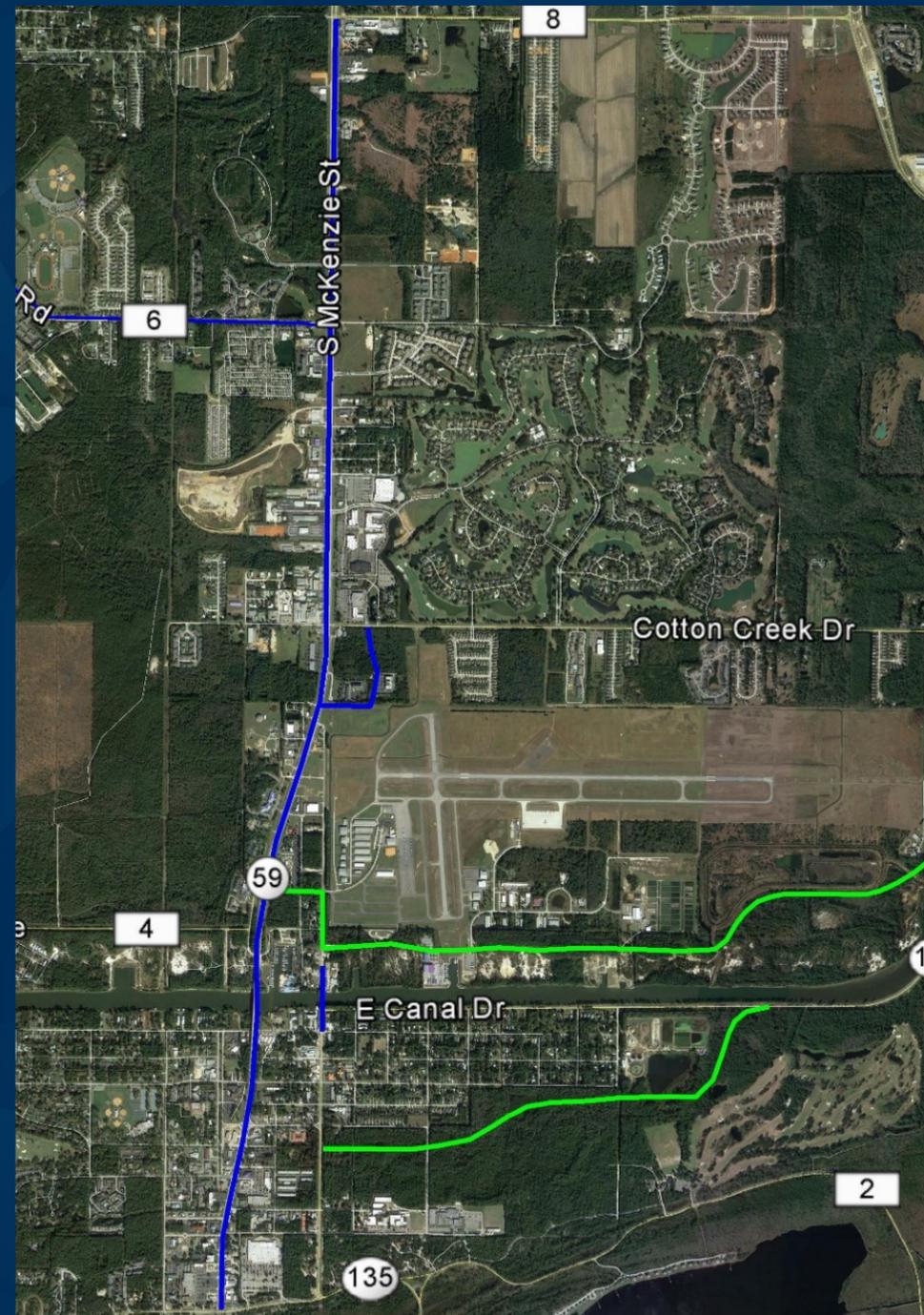
- \$14,400,000 FEDERAL FUNDS
- \$694,220 PRIVATE FUNDS
- \$10,972,063 CITY FUNDS

TOTAL PROGRAM BUDGET = \$54,001,311

TOTAL FEDERAL FUNDS = \$36,100,000 (67%)

TOTAL PRIVATE FUNDS = \$1,909,220 (3%)

TOTAL CITY FUNDS = \$15,992,091 (30%)





**TO:** Mayor Craft & members of the City Council  
**FROM:** Steve Griffin, City Administrator  
**SUBJECT:** Zoo Financing / City support extension request  
**DATE:** January 30, 2020

**ISSUE:** At your January 29, 2018 the City Council conducted a public hearing on considering the appropriation of a onetime grant of \$1,000,000 to the Zoo Foundation to help secure \$26,260,000 in tax exempt financing for the purpose of relocating the Alabama Gulf Shores Zoo from its present location and expanding and constructing a new Zoo facility on its 25 acre property off of County Road 6 East in Gulf Shores. The \$1,000,000 was proposed to be transferred at the conclusion of their construction and which **was conditioned to be completed by February 5, 2020 and it is requested that the completion deadline be extended to May 5, 2020.** The City's onetime grant will be set aside and utilized as part of its operating reserves when the Zoo construction is completed in 2020, which was a condition of the approval of its bond issuance.

**RECOMMENDATION:** Recommend approval of the attached resolution conditionally approving the transfer and extending the specified construction completion from February 5, 2020 to **May 5, 2020.**

**BACKGROUND:** The existing Gulf Shores Zoo began its operation in 1989. It is located on 7 upland acres that is surrounded by wetland areas and vulnerable to storm surge. In 2006 a 25 acre site in North Gulf Shores off of County Road 8 East was donated to the Zoo Foundation for the purpose of a new Zoo location. The benefits of the new Zoo location as described by the foundation include:

- Relocating the animals away from tropical storm danger and providing enhanced animal habitats.
- Expansion opportunities that will enable the Zoo to be a more regional attraction.

I would consider the Zoo to be one of the many attractions in Gulf Shores that serves to promote the Gulf Shores area as a family orientated destination.

The Zoo's \$26,260,000 bond issued in 2018 purpose was threefold including:

- Refinanced existing zoo debt
- Purchased an adjacent 69 acre property for future expansion opportunities
- Financed construction of the new expanded zoo estimated to cost \$16.5 million

The City Council had approved a January 29, 2018 resolution that was subject to the notice and public hearing requirements under Amendment 750 which allows the City to make such a financial Grant. In January 2020 the Zoo staff have indicated that they will



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be unable to complete its new / expanded zoo construction by its February 5, 2020 deadline and has requested an extension. The City Building Official has inspected the zoo progress and had indicated its construction is approximately 90% complete and comfortable with its completion on or before May 5, 2020. The proposed revised resolution to be considered by the Council at your January 10, 2020 regular meeting also reiterates that **the City's \$1,000,000 contribution is for the Zoo Foundation's Inc.'s Operating Reserve Fund established under the Trust Indenture pursuant to which the Bonds which funded the construction of the new zoo were issued.**

**PREVIOUS COUNCIL ACTION:** Resolution No: 5925-17 and Resolution No. 5936-18

**BUDGET IMPLICATIONS:** Subject to all conditions being met the City Council will need budget and appropriate the \$1,000,000 in your FY2020 budget amendment 1.

**ATTACHMENTS:** Draft resolution

**DEPARTMENT:** Executive

**STAFF CONTACT:** Steve Griffin

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**EXCERPTS FROM THE MINUTES OF A REGULAR MEETING OF  
THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA**

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The City Council of the City of Gulf Shores met in regular public session at City Hall in the City of Gulf Shores, Alabama, at 4:00 o'clock p.m. on Monday the 10th day of February, 2020. The meeting was called to order by the Mayor, and the roll was called with the following results:

Present:        Robert Craft, Mayor  
                 Philip Harris, Mayor Pro Tempore  
                 Gary Sinak  
                 Stephen E. Jones  
                 Joe Garris  
                 Jason Dyken

Absent:         None

The Mayor stated that a quorum was present and that the meeting was open for the transaction of business.

\*       \*       \*

Mayor Craft then introduced the following resolution for consideration by the Council:

**RESOLUTION NO. \_\_\_\_-20**

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**A RESOLUTION AMENDING RESOLUTION NO. 5936-18 REGARDING THE ALABAMA  
GULF COAST ZOO PROJECT**

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WHEREAS, the City Council (the "Council"), the governing body of the City of Gulf Shores (the "City"), has heretofore adopted Resolution No. 5936-18 on January 29, 2018 regarding the terms and conditions upon which the City would agree to make a \$1,000,000 contribution to the Zoo Foundation Inc.'s (the "Zoo") Operating Reserve Fund established under the Trust Indenture pursuant to which the Bonds which funded the construction of the new zoo were issued.

WHEREAS, among such terms and conditions was a requirement that construction of the new zoo be completed by February 5, 2020;

WHEREAS, the Zoo has informed that the City that construction, while nearly complete, won't be complete by said date;

WHEREAS, the Zoo has requested, and the City has agreed, to extend said date until May 5, 2020.

**NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY AS FOLLOWS:**

1. Resolution No. 5936-18 is hereby amended to permit the Zoo to have until May 5, 2020, as opposed to February 5, 2020, in order to complete construction prior to receiving the City's contribution.
2. The Zoo shall be responsible for notifying UMB Bank, N.A., as trustee, of the contents of this resolution.
3. This resolution shall take effect immediately.

Councilmember \_\_\_\_\_ thereupon moved that Resolution No. 6017-18 be adopted, which motion was seconded by Councilmember \_\_\_\_\_ and, upon the said motion being put to vote, the following vote was recorded:

Ayes:            Robert Craft, Mayor  
                    Philip Harris, Mayor Pro Tempore  
                    Gary Sinak  
                    Stephen E. Jones  
                    Joe Garris

Nays:            None

Mayor Craft thereupon declared said ordinance passed and adopted as introduced.

\_\_\_\_\_  
Mayor

CITY SEAL

Attest \_\_\_\_\_  
City Clerk/Treasurer

**CERTIFICATE OF CITY CLERK/TREASURER**

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting City Clerk/Treasurer of the City of Gulf Shores, Alabama (the "City"). I do further certify that as City Clerk/Treasurer of the City the following: I have access to all original records of the City and I am duly authorized to make certified copies of its records on its behalf; the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the City Council of the City duly held on the 10th day of February, 2020, the original of which is on file and of record in the minute book of the City Council in my custody; the resolution set forth in such excerpts is a complete, verbatim and compared copy of said resolution as introduced and adopted by the City Council on such date; and said resolution is in full force and effect and has not been repealed, amended, or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as City Clerk/Treasurer of the City and have affixed the official seal of the City, this 10th day of February, 2020.

\_\_\_\_\_  
City Clerk/Treasurer

CITY SEAL

XC: Brandon



23 January 2020

Mr. Mayor,

I want to thank you again for providing Beth and I an opportunity to come talk to you directly about our progress at the Zoo. It was not exactly the conversation I would like to have had at this point but reality set in and we will not be ready for an opening on February 1, 2020. The Zoo has truly come a long way since you and I last met, but it is not complete. Thank you for hearing us out and understanding our situation. Thank you for your support in offering to extend the City's commitment to the Zoo's success past the February 5<sup>th</sup> date. That commitment is integral to our overall success. I also understand that this will have to go in front of the Finance Committee for final approval. (I believe their next meeting is Tuesday, January 28<sup>th</sup>.) If there is anything that we can do to help support you in that meeting, please let me know.

Susan and I had a long conversation with David Ringlestein this morning. He expressed a strong concern over a covenant in the Bond document that requires us to have substantial completion by February 5<sup>th</sup>, though we do not have to be open nor completely done with construction. This stipulation includes a statement requiring us to have the final Certificate of Occupancy in hand by that date. With this in mind, we will be contacting the City to do a preliminary inspection very soon to help create a punch list of items needing to be done by February 4<sup>th</sup>, or earlier, so that we can arrange the final inspection for our CO and have that document in hand by the prescribed date.

If we can accomplish this and receive some type of documentation reflecting the extension of the City's commitment, it would help us considerably.

Thank you again for your time and consideration.

Sincerely,

A handwritten signature in blue ink that reads "Joel M. Hamilton". The signature is stylized and cursive.

Joel M. Hamilton

*Executive Director*  
Alabama Gulf Coast Zoo

**RECEIVED**

JAN 23 2020

**CITY OF GULF SHORES  
CITY CLERK OFFICE**



SMALL TOWN, BIG BEACH™

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

**THROUGH:** Steve Griffin, City Administrator

**FROM:** Mark Acreman, City Engineer

**SUBJECT:** ALDOT Cooperative Maintenance Agreement for SR 59 Canal Bridge Widening

**DATE:** January 20, 2020

**RECOMMENDATIONS:** Approve the ALDOT Maintenance Agreement for SR 59 Canal Bridge Widening project.

**BACKGROUND:** In 2018, the City completed the SR 59 Canal Bridge Widening Project (a.k.a. the Bayou Village Bridge Widening and Improvements Project). This project included widened pedestrian paths on each side of the bridge, along with new guardrails, handrails, and LED lighting.

ALDOT has requested a Cooperative Maintenance Agreement from the City for the maintenance of the handrails and lighting added to the bridge as part of the project. The Cooperative Maintenance Agreement is required to be executed before the ALDOT permit can officially be closed out.

**PREVIOUS COUNCIL ACTION:** The City has executed many Maintenance Agreements with ALDOT for the maintenance of many items throughout the City (i.e. traffic signals, etc.).

**BUDGET IMPLICATIONS:** Ongoing maintenance costs are included in Public Works Streets Division Account #01-563-64375 R&M – Streets/Drainage/Sidewalks.

**RELATED ISSUES:** None

**ATTACHMENTS:**

- Maintenance Agreement

**DEPARTMENT:** Engineering

**STAFF CONTACT:** Clint Colvin

ALABAMA DEPARTMENT OF TRANSPORTATION  
AGREEMENT FOR THE COOPERATIVE MAINTENANCE  
OF PUBLIC RIGHT OF WAY

County \_\_\_\_\_

Route Number \_\_\_\_\_

Milepost \_\_\_\_\_

Resolution Number \_\_\_\_\_

Associated Permits and/or Documents \_\_\_\_\_

<p><i>FOR OFFICIAL USE ONLY</i></p> <p>DATE RECEIVED FROM APPLICANT: ___/___/___</p> <p>PERMIT NUMBER: _____</p>
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THIS AGREEMENT, entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and \_\_\_\_\_, in an effort to provide maintenance within the city limits of \_\_\_\_\_ along Route \_\_\_\_\_, the \_\_\_\_\_ agrees to maintain \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ in the ALDOT right-of-way from milepost \_\_\_\_ to \_\_\_\_.  
All maintenance shall conform to standards and specifications of ALDOT and the ALDOT approved version of the national Manual on Uniform Traffic Control Devices. Any future proposed work not described in this agreement or any associated agreements shall be requested by permit and is subject to approval by ALDOT. It is furthermore understood by the parties that the map attached hereto describes the current situation. The parties understand that this agreement and the plans attached hereto may be amended by the mutual agreement of the parties.

In accepting the above, ALDOT and APPLICANT agree to do the following:

1. Adequate sight distances must be maintained for maximum public safety; otherwise ALDOT reserves the right to remedy this situation in the most expedient manner.
2. ALDOT is not responsible for the safety of the individual involved or taking part in this work during maintenance operations.
3. If ALDOT construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of ALDOT to establish a stand of vegetative cover if deemed necessary by ALDOT and then the APPLICANT’S responsibility to maintain the vegetative cover as stipulated herein. In the event of major construction in the subject area, this Agreement shall be voided at a time designated by ALDOT.

4. Any proposed work, whether being performed or accomplished, that is described within or with any associated proposal is subject to the inspection and approval of ALDOT. Should the APPLICANT fail to conform to the provisions of the Agreement, such failure shall be grounds for termination and shall be cause for ALDOT to assume the maintenance at the APPLICANT's expense and/or remove the work and restore the right-of-way to ALDOT's discretion at the expense of the APPLICANT. The APPLICANT agrees to pay ALDOT all such costs as a result. ALDOT shall provide thirty (30) days notice, in writing, or any termination.

5. A copy of this Agreement must be kept by all parties that sign the Agreement. The State of Alabama does not grant APPLICANT any right, title, or claim on any highway right-of-way.

6. The APPLICANT agrees to store no equipment, materials, or debris of any kind on the shoulders of pavement and in the case of multi-lane highways, in the median strips. The pavement will be kept free from waste and equipment.

7. This Agreement is executed with the understanding that it is not valid until the APPLICANT has complied with all existing ordinances, laws and zoning boards that have jurisdiction in the county, city, or municipality.

8. The APPLICANT may perform any herbicide treatments necessary to maintain the appearance of the roadside with written permission from ALDOT. This includes but is not limited to concrete islands, median barriers, curbs, and other structures. Herbicide treatments shall conform to the guidelines found in the current edition of *Chapter IV: ALDOT Herbicide Treatment Recommendations*. Treatments shall be applied by an individual in possession of a current Commercial Applicator Permit (ROW category) issued by the Alabama Department of Agriculture & Industries. Daily application reports shall be made available for review by ALDOT upon request.

9. Indemnification Provisions. Please check the appropriate type of applicant:

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

If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term of its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

10. The APPLICANT agrees to provide pruning and/or trimming of plants in any existing or newly landscaped areas.

11. No new installation or removal of plantings is allowed on the right-of-way under this agreement.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Legal Name of Applicant

By: \_\_\_\_\_  
Authorized Signature and Title for Applicant

\_\_\_\_\_  
Typed or Printed Name of Signee

\_\_\_\_\_  
Address Line 1

\_\_\_\_\_  
Address Line 2

\_\_\_\_\_  
Telephone Number

**FOR OFFICIAL USE ONLY**

**RECOMMENDED FOR APPROVAL:**

DISTRICT: \_\_\_\_\_  
Printed Name Signature Date

AREA: \_\_\_\_\_  
Printed Name Signature Date

REGION: \_\_\_\_\_  
Printed Name Signature Date

**APPROVED:**  
**ALABAMA DEPARTMENT OF TRANSPORTATION**  
**ACTING BY AND THROUGH ITS TRANSPORTATION**  
**DIRECTOR**

**(PLEASE CHECK APPROPRIATE BOX)**

- CENTRAL OFFICE
- REGION
- AREA
- DISTRICT

By: \_\_\_\_\_  
Printed Name Signature Date



SMALL TOWN, BIG BEACH

## COUNCIL AGENDA SUMMARY

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

**THROUGH:** Steve Griffin, City Administrator

**FROM:** Cindy King, Finance & Administrative Services Director

**SUBJECT:** 2020 Budget Amendment 1

**DATE:** January 29, 2020

**ISSUE:** 2020 Amendment 1 proposes the following:

### **General Fund Revenue total increase of \$4,263,456:**

- Add \$800,000 Sales Tax and \$1,403,500 Lodging Tax revenue collections to reflect estimated year end collections based on 2019 actual collections.
- Add \$41,240 revenue for Airport reimbursements (total Airport reimbursement is \$140K with the rest being \$98,760 to offset salary reimbursement line) and \$826,308 for ALDOT reimbursement on the closed 2014 line of credit fund.
- Increase reimbursement to the General Fund \$322,408 based on increased Lodging Tax collections (2/7's or 28.5% of total Lodging Tax increase of \$1,403,500 is \$400K – see expense below).
- Transfer \$870K from 2016B LOC for School Board Reimbursement on the 2016B LOC.

### **General Fund Expense total increase of \$4,357,865:**

- Executive \$450,000 for possible Blackwell property purchase.
- Appropriations – Outside Agencies \$1 million for Zoo allocation plus \$1.5 million advance pension liability payment. Another \$2 million advance pension liability payment will be made from the 2016B Line of Credit.
- Public Works Streets increase of \$236,624 in various lines for 2 positions and related expenses to do airport landscaping. The Airport is to reimburse \$140,000 in 2020 to the City for the 2 positions and equipment cost distributed over 4 years.
- Transfer \$400K to Special Revenues 28.5% or 2/7<sup>th</sup>'s of estimated \$1,403,500 Lodging Tax Increase.
- Transfer to Debt Service \$870K for City School System reimbursement on the 2016B LOC.

### **Fund 10 Special Revenues 2% Lodging Tax Fund Revenue and Expense add:**

- Add \$400,000 estimated collections to offset transfer to the General Fund transportation debt service expense of \$322,408 and \$77,592 to Beach R&R Fund to offset sort system conveyor expense for Recycling center for equipment ordered in 2019 but not received until 2020.



**Fund 37 – Beach Restoration and Projects Fund**

- Add \$30K for Parking Fees based on 2019 actual collections and full year Phase III Gulf Place parking revenue. Transfer from 2% Lodging Tax Fund of \$77,592 to offset sort system conveyor expense for Recycling center for equipment – total cost of equipment ordered in 2019 but not received until 2020 is \$103,363.

**Fund 41 – Debt Service Fund Revenue and Expense**

Transfer \$870,000 from General Fund for City School System 4<sup>th</sup> quarter loan repayment since County Sales Tax was not received in a timely manner. Advance principal payment of \$870K for School system repayment on 2016 B Line of Credit.

**Fund 42 – 2016B GO Warrant Fund Taxable Line of Credit Revenue and Expense**

- Increase Revenue \$83,017 for \$2 million advance pension liability payment to the Retirement Systems of Alabama (RSA) offset by reduction of \$1,916,983 for ALDOT Capacity Project (Canal Road) for work that can be included on 2018 GO Warrants instead of the 2016B Taxable LOC and \$870K transfer to the General Fund for City School System reimbursement due to delay in receipt of County Sales Tax Revenues.

**Fund 43 – 2018 GO Warrant Fund**

- Increase warrant usage by \$1,770,500 for the following:
  - \$1.5 million Coastal Gateway Boulevard Improvements for work not completed in 2019
  - Reduce County Road 6 Improvements line by \$279,200 for 2020 work that won't be done
  - Add \$200K for Canal Road work that can be charged to the nontaxable warrant fund
  - Add \$349,700 for BUILD Grant Improvements which is \$276,200 for a Pedestrian Bridge design and Highway 59 Southbound lane work of \$73,500.

**Total All Funds Revenue increased by \$7,494,565 to \$92,657,650**

**Total All Funds Expense increased by \$9,281,053 to \$93,562,318**

**Total Expenses exceeds Revenues by \$1,786,488 for Amendment 1. Expenses exceed revenues budgeted by \$904,668 for the year reflecting revenue received from prior year(s) expensed in 2020.**

**BACKGROUND:** Council passed the original 2020 Budget November 25th, 2019.

**PREVIOUS COUNCIL ACTION:** None

**BUDGET IMPLICATIONS:** Overall 9% increase in revenues and 11% expenses from 2020 Budget.

**RELATED ISSUES:** None

**ATTACHMENTS:** 2020 Budget Amendment 1

**DEPARTMENT:** Finance and Administrative Services

**STAFF CONTACT:** Cindy King



SMALL TOWN, BIG BEACH

City of Gulf Shores  
Amendment 1  
Fiscal Year 2020

Department	Name	Budget	YTD	Amend 1	Budget	Explanation
01-3130000	Sales Tax	15,500,000	66,720	800,000	16,300,000	2019 actual \$16,381,102
01-3132000	Lodging Tax	12,500,000	33,200	1,403,500	13,903,500	2019 actual \$14,068,159
01-3419000	Miscellaneous Revenue	92,000	860	867,548	959,548	Airport reimburse landscape equip. with 4 year life (year one); Fund 40 Reimburse from 2014 LOC \$826,308; ALDOT \$44K 2010 bill; Possible \$500K ALDOT reimbursement
01-3911001	Transfer From 2% Lodging Tax	3,000,000	0	322,408	3,322,408	Reimburse GF for transportation debt service expense
01-3915250	Transfer from 2016 B	0	0	870,000	870,000	Transfer from borrowed funds reimbursement from School System for 4th quarter \$864K & interest \$6K
<b>General Fund Total Revenue</b>				<b>4,263,456</b>		
01-501-80911	Executive Land	1,000,000	0	450,000	1,450,000	Blackwell property \$441,050; EAssessment \$2,500 + closing costs; \$9,500 Phase II EA Exec Prof Svcs
01-679-60003	Appropriations - Outside Agencies	232,500	0	2,500,000	2,732,500	One time Zoo allocation upon construction completion; \$1.5 million advance pension liability payment to RSA \$2 million from 2016B LOC for total \$3.5 million advance pay
01-563-51020	PW Streets Salaries - Regular	745,880	0	63,090	808,970	2 positions for airport landscaping
01-563-51060	PW Streets - Salary Reimbursement	(85,000)	0	(98,760)	(183,760)	Airport reimbursement for PW landscape salary & benefits
01-563-52010	PW Streets - FICA	66,713	0	4,826	71,539	FICA for 2 positions for airport landscaping
01-563-52020	PW Streets - Pension	56,741	0	4,883	61,624	Pension for 2 positions for airport landscaping
01-563-52030	PW Streets - Life & LTD Insurance	2,477	0	300	2,777	Life Insurance 2 positions for airport landscaping
01-563-52052	PW Streets - Health Insurance Premium	207,945	0	25,660	233,605	2 positions for airport landscaping
01-563-64324	PW Streets - R&M Equipment	50,000	0	4,450	54,450	Maintenance - Airport Mower
01-563-66260	PW Streets - Fuel, Oil & Lubricants	95,000	0	2,915	97,915	Fuel for Airport mower
01-563-80849	PW Streets - Equipment	90,500	26,974	130,500	221,000	\$130.5K Airport runway mower/equipment with arms 4 year total cost; 1st year only
01-991-61014	TierToSpecial Revenue Fund Lodg2%Bch	3,571,428	0	400,000	3,971,428	Increase transfer of 28.5% of Lodging Tax Collections or 2 of 7% collected 2/7's
01-991-94104	Transfer to Debt Service Fund	7,030,377	36,405	870,000	7,900,377	Increase Transfer 2016B LOC (includes interest) for School 4th qtr 2019 reimbursement
<b>General Fund Total Expense</b>				<b>4,357,865</b>		
<b>General Fund Revenue - Expenses</b>				<b>(94,409)</b>		<b>Airport to reimburse \$140K total to City</b>
<b>Fund 10 Special Revenue 2% Lodging Tax</b>						
10-3910114	TranFmGenFund-LodgTax2% Beach	3,571,428	0	400,000	3,971,428	Increase transfer of 28.5% of Lodging Tax Collections or 2 of 7% collected 2/7's
10-991-90101	Transfer to General Fund	3,000,000	0	322,408	3,322,408	
10-991-93761	TransTo Beach Restoration & Restore Fund	572,428	0	77,592	650,020	
<b>Special Revenue Total Expense</b>				<b>400,000</b>		
<b>BEACH Restoration &amp; Projects Funds</b>						
37-3478100	Parking Fees	606,495	0	30,000	636,495	2019 actual \$635,359; full year Phase III Gulf Place revenue
37-3911060	TransFrom 2% LodgTax Fund	572,428	0	77,592	650,020	To pay for sort system Conveyor for Recycling Ctr ordered in 2019, but not received until 2020
<b>Beach Restoration Total Revenue</b>				<b>107,592</b>		
37-563-80841	Beach Restoration & Restoration Equipment	0	0	103,363	103,363	
<b>Beach Revenue - Expenses</b>				<b>4,229</b>		
<b>DEBT SERVICE FUND</b>						
40-579-68101	Misc Fund Admin Expenses	0	0	826,308	826,308	Repayment to General Fund for match from closed 2014 LOC
<b>Fund 41 - Debt Service Fund</b>						
41-3910101	Transfer from General Fund	7,030,377	0	870,000	7,900,377	Transfer to repay 2016 B LOC (includes interest) for school 4th qtr loan <b>Sales Tax not recd timely</b>
41-971-81052	2016-B GO Debt Svc Principal	0	0	870,000	870,000	Advance principal payment(s) on 2016B Taxable debt for School 4th qtr
<b>Fund 42 - 2016 B GO Warrant Fund Revenue &amp; Expense</b>						
42-3931035	Proceeds from 2016-B GO Warrant (Revenue)	2,014,791	0	83,017	2,097,808	Use of 2016 B LOC for advance pension liability payment to RSA of \$2 million - Canal Rd. Project
42-579-68101	MiscFund Admin Expenses	0	0	2,000,000	2,000,000	Make advance pension liability payment of \$2 million to the Retirement Systems of Alabama (RSA)
42-879-65535	Waterway East	2,022,083	0	(1,916,983)	105,100	Remove Canal Road from Taxable LOC funding and put in long term non taxable funding
42-991-93894	Transfer to General Fund	0	0	870,000	870,000	4th quarter 2019 school operating expense <b>shortfall due to non receipt of County Sales Tax revenues</b>
<b>Fund 43 - 2018 GO Warrant Fund Revenue &amp; Expense</b>				<b>953,017</b>		
43-3931030	Proceeds from 2018-A Warrant (Non-Taxable)	9,942,780	0	1,770,500	11,713,280	Use of 2018 A Warrant (bond funds)
43-879-65515	Coastal Gateway Blvd Improvements	4,850,000	0	1,500,000	6,350,000	Addition for work not completed in 2019
43-879-65520	County Road 6 Improvements	350,000	0	(279,200)	70,800	Reduce for work that won't be completed in 2020
43-879-65525	Transportation Improvements	500,000	0	200,000	700,000	Add Canal Road to bond funded projects
43-879-65555	BUILD Grant Improvements	0	0	349,700	349,700	Pedestrian Bridge \$276,200; Hwy 59 Southbound Lane \$73,500
<b>2018 GO Warrant Expense</b>				<b>1,770,500</b>		
<b>Total Revenue</b>				7,494,565		
<b>Total Expense</b>				9,281,053		
<b>Revenues - Expenses</b>				(1,786,488)		General Fund +\$2,216 and Beach funds +\$4,229; closed fund 40 which was 2014 LOC - \$826,308; School reimbursement \$870K

**RESOLUTION NO. -20**

**A RESOLUTION AMENDING  
CITY OF GULF SHORES  
2020 BUDGET**

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON February 10th, 2020 as follows:

Section 1. That the City of Gulf Shores 2020 Budget be amended for the City of Gulf Shores, Alabama, for Fiscal Year 2020 beginning January 1, 2020 and ending December 31, 2020.

**GENERAL FUND BUDGET SUMMARY 2020  
(JANUARY 1, 2020 THROUGH DECEMBER 31, 2020)**

TOTAL REVENUES GENERAL FUND		\$52,345,902
<b><u>EXPENDITURES:</u></b>		
Executive	\$ 2,150,474	
Human Resources	706,728	
Finance & Administrative Svcs	3,131,841	
Municipal Court	452,108	
Police	6,884,735	
Fire & EMS	5,137,384	
Planning & Development	605,394	
Building	640,140	
Recreation & Cultural Affairs	443,077	
Events & Programs	848,025	
Library	666,397	
Recreation-Rec & Wellness	2,262,026	
Recreation-Sportsplex	1,229,432	
Recreation-Parks	577,262	
Recreation-City Store	181,126	
Recreation-City School Landscape	216,138	
Public Works:		
General Services	398,494	
Public Facilities-Custodial	570,823	
Public Facilities-Landscaping	924,725	
Streets	2,692,621	
Maintenance	1,240,592	
Engineering & Construction	699,035	
Airport Authority	152,587	
Outside Agencies	<u>4,518,343</u>	
SUBTOTAL OPERATIONS		\$37,329,507
<b>Capital Outlay</b>		
Executive Capital	1,100,000	
Finance & Admin	70,000	
Police – Capital Outlay	268,800	
Fire – Capital Outlay	55,000	
Planning & Zoning	25,000	
Building – Capital Outlay	36,000	
Recreation Sportsplex	95,000	
Recreation Parks	97,000	

Recreation Rec & Wellness	108,500
Public Works Capital:	
Landscaping	140,000
Custodial	35,000
Streets	<u>878,000</u>

SUBTOTAL CAPITAL	\$2,908,300	
Operating Transfers Out	<u>\$11,894,883</u>	
Total General Fund Expenses		<u>\$52,132,690</u>
Budget Carry Forward General Fund		<u>\$ 213,212</u>

**OTHER FUND BUDGET SUMMARY 2020  
(JANUARY 1, 2020 THROUGH DECEMBER 31, 2020)**

REVENUE    EXPENDITURE

**Special Revenue**

2% Lodging Tax Revenue	3,972,428		
Transfer to General Fund		3,322,408	
Transfer to Beach Fund		<u>650,020</u>	
Total 2% Lodging Tax Expenses			<u>\$3,972,428</u>
Budget Carry Forward 2% Lodging			\$0

**Police & Fire Related Grants**

Police and Fire	512,000		
Transfer to General		457,000	
Muni Court Exps		45,000	
Police		<u>10,000</u>	
SUBTOTAL			<u>512,000</u>
Budget Carry Forward Police & Fire			\$0

**Impact Fees Fund**

Impact Fees Revenue	1,559,400		
Recreation		615,000	
Public Works		650,000	
Police		94,400	
Fire		<u>200,000</u>	
SUBTOTAL			<u>\$1,559,400</u>
Budget Carry Forward Impact Fees			\$0

**2014 Nontaxable Line of Credit**

Miscellaneous Fund Admin Expenses		826,308	
Budget Carryforward 2014 LOC			<u>(\$826,308)</u>

**Beach Restoration & Projects Fund**

Transfer from 2% Lodging Tax	650,020		
Recycling Revenue	40,000		
Parking Fees	<u>636,495</u>		
SUBTOTAL	1,326,515		
Police		308,170	
Fire – Beach		670,892	
Public Works – Streets		<u>347,453</u>	
Total Beach Restoration & Projects			<u>\$1,326,515</u>

Budget Carry Forward Beach R & P \$ 0

**Capital Improvements Fund**

Contributions – Sidewalk/Bikeway 30,000

2019 Line of Credit 6,200,000

SUBTOTAL 6,230,000

Capital Outlay Projects 6,200,000

General Fund Transfer 30,000 \$6,230,000

\$0

**Storm Damage Fund**

Transfer from General Fund 23,078

Parks, Recreation & Other (G) 55,000

Budget Carry Forward Storm Damage \$55,000

\$(31,922)

**2016 Taxable Line of Credit (LOC)**

Proceeds from 2016 Taxable LOC 5,250,100

Miscellaneous Fund Admin Expenses 2,000,000

Improvements Medical Facility 1,665,000

Gulf Coast Center for Ecotourism 980,000

ALDOT Capacity Project 105,100

Little Lagoon Restoration Project 500,000

Transfer to General Fund 870,000

SUBTOTAL \$6,120,100

\$ (870,000)

**Debt Service Fund**

Transfers/Interest 7,900,377

Bond Payments 7,900,377

\$0

**2018 GO Warrants**

Match/Proceeds from 2018 Warrants 12,927,500

Capital Outlay Projects 12,677,500

Transfer Out 250,000

SUBTOTAL \$12,927,500

\$0

**Public Education Building Authority Fund**

Budget Carryforward Public Ed 610,350

\$610,350

**Total All Funds Revenue 92,657,630**

**Total All Funds Expense 93,562,318**

Budget Carry Forward:

General Fund Budget \$ 213,212

2014 Nontaxable Line of Credit \$(826,308)

2016 Taxable Line of Credit (LOC) \$(870,000)

Storm Damage Fund \$ (31,922)

Public Education Building Authority \$ 610,350

Budget Carry Forward \$ (904,668)

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

ADOPTED this 10th day of February, 2020.

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Robert Craft, Mayor

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Wanda K. Parris, MMC  
City Clerk

## **COUNCIL AGENDA SUMMARY**

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

**FROM:** Marcy Kichler, Revenue Supervisor

**DATE:** February 10, 2020

**ISSUE:** Requisition 2020-0121 for a 2020 Ford Escape

**RECOMMENDATION:** Award bid for a 2020 Ford Escape to Moyer Ford

**BACKGROUND:** The City opened bids on Tuesday, January 21, 2020 for a 2020 Ford Escape or equivalent. One bid was received from Moyer Ford in the amount of \$24,030. This vehicle will replace the 2004 Chevy Impala currently utilized as the Revenue Courier Car.

**PREVIOUS COUNCIL ACTION:** None

**BUDGET IMPLICATIONS:** This purchase is budgeted for \$30,000 in account 01-519-80605.

**RELATED ISSUES:** None

**ATTACHMENTS:** Draft Resolution

**DEPARTMENT:** Finance and Administration, Revenue Division

**STAFF CONTACT:** Marcy Kichler

**RESOLUTION NO.**

**A RESOLUTION  
ACCEPTING THE BID OF MOYER FORD  
FOR ONE (1) 2020 FORD ESCAPE  
FOR USE IN THE REVENUE DIVISION  
IN AN AMOUNT NOT TO EXCEED \$24,030**

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON FEBRUARY 10<sup>TH</sup>, 2020, as follows:

Section 1. That the bid of Moyer Ford for one (1) 2020 Ford Escape, be and the same is hereby accepted, being the only conforming and responsible among sealed bids opened on January 21, 2020; and

Section 2. That the Mayor and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, a contract between the City of Gulf Shores and Moyer Ford for purchase of one (1) 2020 Ford Escape in an amount not to exceed \$24,030; and in substantially the form presented to Council this date.

Section 3. That this purchase was a budgeted item in the Finance and Admin Vehicle Account, account number 01-519-80605.

Section 4. That this resolution shall become effective upon its adoption.

ADOPTED this 10<sup>th</sup> day of February, 2020.

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Robert Craft, Mayor



SMALL TOWN, BIG BEACH

### AGENDA ITEM SUMMARY

**DATE:** January 27, 2020

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

**FROM:** Melvin Shepard, BN Chief

**ISSUE:** MOU for The Lodge

**BACKGROUND:** Reimbursement for Lifeguard services at The Lodge

**RECOMMENDATION:** Approval is recommended.

**BUDGET IMPLICATIONS:** Valor Hospitality Partners LLC to reimburse the city up to \$20,000.00 for lifeguard services at The Lodge.

**RELATED ISSUES:** None

**ATTACHMENTS:** MOU

**DEPARTMENT:** Fire Rescue/Beach

**STAFF CONTACT:** Melvin Shepard, 251-504-7816



SMALL TOWN, BIG BEACH

January 16, 2020

**Memorandum of Agreement  
between  
Valor Hospitality Partners LLC and the  
City of Gulf Shores for  
The Lodge at the Gulf State Park Lifeguard Services**

The City of Gulf Shores (“COGS”) agrees to provide the Valor Hospitality Partners LLC., The Lodge at the Gulf State Park with lifeguard services for the 2020 season upon the following terms and conditions:

1. **Term:** This agreement will be effective from March 1, 2020 through December 31, 2020. Summer Season 153 days (March 9<sup>th</sup> until August 10<sup>th</sup>).

2. **Purpose:** To provide lifeguard services to The Lodge for the 2020 season.

3. **City of Gulf Shores agrees to provide at its cost:**

- Uniforms.
- Rescue equipment.
- UTV.
- Radios.
- 1 USLA certified Lifeguard with excellent work ethic and customer service skills, accountability and communication skills and the ability to communicate with the Lodge staff and managers.
- Changing of surf condition flags daily at the end of the boardwalk.
- One lifeguard tower to be placed by COGS in the best area for visibility and ease of access.

4. **Consideration:** Total amount of invoicing is not to exceed \$20,000. Unless otherwise agreed on by the parties in writing. Lifeguards will be paid at \$14.67 per hour and invoices will be submitted to the Regional Director and General Manager for payment every two weeks (at the end of COGS pay period).

5. **Additional provisions:**

- Orientation with all lifeguards by Regional Director and General Manager will be required to go over Resort policies and procedures and to familiarize lifeguards with information needed by Lodge patrons.
- Lifeguards will arrive for work at 9:30 A.M. and end their shift at 6:30 P.M each day.
- Lifeguards will be responsible for hanging of the surf flags at the beach pavilion.

- The parties acknowledge that communication between Battalion Chief Melvin Shepard, on behalf of COGS, and Regional Director and General Manager, William Bennett on behalf of The Lodge, during the season will be critical to make this partnership successful.
- All operational changes must be agreed upon, in writing, by both parties.

**6. Termination:** This Agreement may be canceled by any party upon giving thirty (30) days' written notice.

**7. Agreement Contingent upon Funding:** It is expressly understood and mutually agreed that any commitment of funds herein shall be contingent upon the receipt and availability of funds. In the event of the proration of funds from which payment under this contract is to be made, the contract will be subject to immediate termination.

**8. Immigration:** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

**9. Non-Employees:** COGS agrees that neither the lifeguards nor COGS, or any of its agents or employees, will be entitled to any benefits of the Lodge by virtue of this Agreement.

**10. Non-Discrimination:** COGS agrees to comply with all Federal and State laws, which prohibit discrimination on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status or disability.

**11. Indemnification:** COGS shall hold harmless and indemnify Valor Hospitality Partners LLC., the Lodge at the Gulf State Park, and any and all of their agents or employees, from any and all liabilities or damages of any nature, arising out of any injury, death, property damage or other claims and demands of any nature arising pursuant to this Agreement.

All questions and/or operational changes must be submitted to the Regional Director and General Manager and Battalion Chief Melvin Shepard for approval.

If this agreement is approved, please sign below.

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

\_\_\_\_\_  
Valor Hospitality Partners LLC

Date \_\_\_\_\_

Date \_\_\_\_\_

Mr. William Bennett, Regional Director and  
General Manager  
Valor Hospitality Partners LLC  
c/o The Lodge at Gulf State Park, a Hilton Hotel  
21196 East Beach Boulevard  
Gulf Shores AL 36542



SMALL TOWN, BIG BEACH™

## Memorandum

Date: January 30, 2020  
To: Mayor Craft  
City Council  
From: Grant Brown  
Cc: Steve Griffin  
Subject: Hangout Music Festival Assembly Permit Application

---

**ISSUE:** Conditional approval of the Public Assembly Permit Application for the staging of the 2020 Hangout Music Festival

**BACKGROUND:** For the past 10 consecutive years, the Hangout Music Festival has been granted a Public Assembly Permit to stage a music festival at Gulf Place and other various public property and rights of way, bringing significant awareness to Alabama's beaches and the City of Gulf Shores, as well as valuable economic impact to the region. Following review of the 2019 festival and after receiving numerous comments from businesses and residents, the City has identified critical elements that require satisfactory resolution by the event producers that have been included in the Resolution authorizing preliminary approval of the Public Assembly Permit Application:

- I. By not later than April 4, 2020, Hangout Music Fest, LLC (Manager) shall provide to the City (Mayor) the following:
  - 1) Satisfactory Safety & Security Plan approved by the City in its absolute and indisputable discretion
  - 2) All additional required items;
    - a. The complete and finalized list of performers, bands or acts
    - b. The complete and finalized list of vendors, sponsors and exhibitors

- c. The signed Reimbursement Agreement-reimbursing the City for all expenses directly or indirectly incurred by the City and other participating governmental entities in connection with the staging of the Music Fest
  - d. Steps and procedures to be implemented for noise or vibration controls
  - e. Written Sea Turtle Protection Protocols acceptable to the City to include light control of site and vehicles operating at night, fence management and beach activation daily setup/break down procedures to eliminate the disorientation of federally protected nesting sea turtles
  - f. A certificate of insurance with a copy of the Additional Insured Endorsement issued by or on behalf of insurers acceptable to the City conforming Commercial General Liability Insurance coverage for the Music Fest at a limit of liability not less than \$2,000,000 each occurrence, \$20,000,000 annual aggregate, and Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than \$10,000,000 each occurrence, \$10,000,000 aggregate, with the City named as an additional insured on an endorsement
- 3) Written consent to required site evacuation upon determination by the City of imminent adverse weather conditions that are expected to compromise public safety. In addition to full and strict compliance with all safety and evacuation procedures otherwise provided in the accepted Safety & Security Plan submitted by Permittee and approved by the City, the Permittee shall implement immediate shutdown and evacuation of the Site in the event the Mayor or his designated representative, after consultation with the National Weather Service, concludes that weather conditions requiring such immediate shutdown and evacuation are or appear to be imminent and so advises Permittee's Festival Director. By acceptance of the Assembly Permit, Permittee represents, warrants, and agrees that it and its owners, affiliates, contractors and subcontractors will have and assert no claim against the City or any official, officer, agent or employee of the City for any expense, damages, or other economic loss incurred by it or an of its owners, affiliates, contractors, or subcontractors as a result of the determination by the City to require immediate shutdown and evacuation based on the conclusion by the City that weather conditions requiring such shutdown and evacuation were or appeared to be imminent.
- 4) Traffic Control Plan acceptable to City.

- II. That pursuant to Code of Ordinances Section 7-27, Section 7-26 of the Code of Ordinances shall be inapplicable to the approved Festival Site during the Site Usage Period.
- III. That approval and issuance of the 2020 Hangout Music Festival Assembly Permit shall be expressly conditioned on approval of a written plan of mitigation of 2019 problematic issues including, without limitation:
  - a) Negative impacts to residents of Gulf Shores living or occupying property in close proximity to the festival site, including overnight and illegal parking, lewd and obscene behavior, and noise and vulgarity from the festival site bleeding into neighboring areas; and
  - b) Logistical issues arising from the loss of 4.68 acres utilized by the festival historically that will not be available in 2020.

**RECOMMENDATIONS:** Approve Conditional Public Assembly Permit Application for the staging of the 2020 Hangout Music Festival

**BUDGET IMPLICATIONS:** The Hangout Music Festival shall reimburse the City for all expenses directly or indirectly incurred by the City and other participating governmental entities in connection with the staging of the Music Fest.

**ATTACHMENTS:** Draft Resolution, Public Assembly Permit Application and Corresponding Addendum, Map of Festival Site

**DEPARTMENT:** Recreation & Cultural Affairs Department

**STAFF CONTACT:** Grant Brown



SMALL TOWN, BIG BEACH™

# APPLICATION FOR PUBLIC ASSEMBLY

## 1. EVENT INFORMATION

Event Name: Hangout Music Festival 2020

Contact Information (Applicant will serve as the sole contact for all correspondence from the City.)

**Applicant**  
 Name: Reeves Price  
 Address:  
 Phone #  
 Cell #:  
 Email :

**Event Organizer**  
 Name: Hangout Music Fest LLC  
 Address: PO Box 4087  
 Gulf Shores, AL 36547  
 Phone #: 251.828.9288  
 Cell #: N/A  
 Email :

Web Address:

### Purpose

- Athletic/Recreation
- Concert/Performance
- Social
- Outdoor Market
- Fitness
- Demonstration/Rally
- Parade
- Festival/Fair
- Other

### Event Description

Multi-Genre music festival that takes place over 3 days on the beaches of Gulf Shores featuring international headliner talent, art installations, food and beverage options and sponsorship activations.

Location\* Gulf Shores Public Beach

Address: The Hangout 101 East Beach Blvd.

\*An official letter from owner of property permitting activity MUST accompany application, if not owned by applicant

**Attendance**

Anticipated Attendance Total 120,000 Per Day 40,000

**Dates/Times\***

Setup Date/Time April 27, 2020 Dismantle Date/Time May 21, 2020

Event Start Date Thurs, May 15, 2020 Event End Date Sunday, May 18, 2020

\*\*Event Hours  
11:00 AM - 11:00 PM

\*If requesting multiple days please detail each day and time of operation in the Site Plan.

\*\*Please indicate the intended daily event start and end time(s).

Is this an annual event?  Yes  No How many years have you been holding this event?

2020 will be the 11<sup>th</sup> year of The Festival

**Event Features (check all that apply and include supporting documentation)**

- Beverage/Food Vendors
- Merchandise Vendors
- Stages/Platforms
- Pyrotechnics
- Shuttle Service
- Entertainment
- Tents/Canopies
- Restrooms
- Use of Public Property
- Vehicles on Display
- Animals
- Electrical /Generator Usage
- Fencing/Barricades
- Outdoor Cooking
- Inflatables/Bounce Houses

TSD

**2. INSURANCE CERTIFICATE AND ENDORSEMENTS**

In addition to completing the application form and paying permit and rental fees (when applicable), the applicant is required to submit an original certificate of insurance showing Commercial General Liability coverage with a minimum of \$1,000,000 combined single limit per occurrence. If automobiles or inflatables will be utilized, the applicant shall obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles or inflatables. If any alcohol will be served, liquor liability coverage must be obtained and is subject to Alabama's statutory limits. If the applicant has employees, workers' compensation insurance must be obtained and is subject to Alabama's statutory limits. The applicant also agrees to endorse the City of Gulf Shores (City of Gulf Shores, Alabama, Attn: Purchasing Officer, P.O. Box 299, Gulf Shores, AL 36547) as an additional insured on the general liability, auto, and liquor liability policy and to include a copy of each endorsement with the certificate of insurance. Proof of insurance, acceptable to the City, shall be furnished no later than five (5) days preceding the date of the assembly. Failure to provide proof of insurance will automatically revoke permit. Each certificate of insurance shall provide that the insurer must give the City of Gulf Shores at least thirty (30) days' prior written notice of cancellation and termination of the applicant's coverage there under.

**3. ACKNOWLEDGEMENT AND SIGNATURE**

I, the applicant, understand that I am responsible to provide all information necessary to meet the conditions and requirements of the application process and that by providing such information it is no guarantee that my proposed event will be issued a permit by the City of Gulf Shores. I further agree to defend, indemnify and hold the City of Gulf Shores harmless from and against all third party claims, demands, liabilities, losses, damages, suits, judgments, costs, expenses (collectively, "Third Party Claims") and reasonable attorney's fees in any manner arising out of or resulting from bodily injury, sickness, disease or death of any person or persons, or damage to or destruction of tangible property, including the loss of use resulting therefrom, or caused by or occurring during the course of performance of any services provided and to meet all department deadlines including submitting proof of proper insurance, a detailed site map, payment of all departmental fees, and details for any contract services required to make the proposed event safe and successful. I verify that I have read and understand this application and the conditions under which my request will be considered. The risk of promoting an event before the permit is issued is the sole responsibility of the applicant.

Print Name of Applicant *Reeves Price* Signature *[Handwritten Signature]* Date *1.7.20*

**PERMIT AUTHORIZATION - FOR OFFICIAL USE ONLY**

Fire Chief	Date	<b>Fire Department Estimated Cost</b>	\$
		<b>Police Department Estimated Cost</b>	\$
		<b>Public Works Estimated Cost</b>	\$
Fire Marshal	Date	<b>Planning &amp; Zoning Estimated Cost</b>	\$
		<b>Building Department Estimated Cost</b>	\$
		<b>Finance Department Estimated Cost</b>	\$
Chief of Police	Date	<b>City Facility Rentals/Fees</b>	\$
		<b>Total</b>	\$
Public Works Director	Date		
Planning & Zoning Director	Date		
Building Official	Date	Recreation & Cultural Affairs Director	Date
Finance & Admin Director	Date	City Administrator	Date

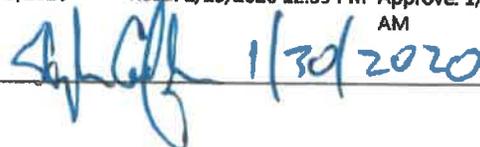
## Emily Tidwell

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**From:** Emily Tidwell  
**Sent:** Wednesday, January 29, 2020 9:59 AM  
**To:** Alicia Talley; Andy Bauer; Bill Cowan; Brandan Franklin; Edward J. Delmore; George Surry; Grant Brown; Hartly Brokenshaw; Jason Woodruff; Josh Coleman; Keith Martin; Layla Andrews; Lee W. Jones; Mark Acreman; Matt Young; Melvin Shepard; Mindy Singleton; Noel Hand; Temple Smith; Wanda Parris  
**Subject:** HOMF Assembly Permit  
**Attachments:** SKM\_C25820012911070.pdf

Tracking:	Recipient	Delivery	Read	Response
	Alicia Talley	Delivered: 1/29/2020 10:00 AM	Read: 1/29/2020 10:01 AM	
	Andy Bauer	Delivered: 1/29/2020 10:00 AM	Read: 1/29/2020 10:40 AM	Approve: 1/29/2020 10:45 AM
	Bill Cowan	Delivered: 1/29/2020 10:00 AM	Read: 1/29/2020 10:22 AM	
	Brandan Franklin	Delivered: 1/29/2020 10:00 AM		Approve: 1/30/2020 8:35 AM
	Edward J. Delmore	Delivered: 1/29/2020 10:00 AM		Approve: 1/29/2020 10:02 AM
	George Surry	Delivered: 1/29/2020 10:00 AM	Read: 1/29/2020 10:43 AM	
	Grant Brown	Delivered: 1/29/2020 10:00 AM		Approve: 1/29/2020 12:16 PM
	Hartly Brokenshaw	Delivered: 1/29/2020 10:00 AM	Read: 1/29/2020 10:01 AM	Approve: 1/29/2020 10:02 AM
	Jason Woodruff	Delivered: 1/29/2020 10:00 AM	Read: 1/29/2020 10:18 AM	
	Josh Coleman	Delivered: 1/29/2020 10:00 AM	Read: 1/29/2020 10:15 AM	
	Keith Martin	Delivered: 1/29/2020 10:00 AM		
	Layla Andrews	Delivered: 1/29/2020 10:00 AM	Read: 1/29/2020 10:04 AM	Approve: 1/29/2020 10:04 AM
	Lee W. Jones	Delivered: 1/29/2020 10:00 AM	Read: 1/30/2020 8:46 AM	Approve: 1/30/2020 8:46 AM
	Mark Acreman	Delivered: 1/29/2020 10:00 AM		
	Matt Young	Delivered: 1/29/2020 10:00 AM	Read: 1/29/2020 10:26 AM	
	Melvin Shepard	Delivered: 1/29/2020 10:00 AM	Read: 1/29/2020 12:27 PM	
	Mindy Singleton	Delivered: 1/29/2020 10:00 AM		
	Noel Hand	Delivered: 1/29/2020 10:00 AM	Read: 1/29/2020 12:39 PM	Approve: 1/30/2020 9:48 AM

City Administrator

 1/30/2020

To: Grant Brown  
From: Reeves Price, Hangout Fest Producer  
Date: January 8, 2020  
RE: 2020 Hangout Music Festival Public Assembly Permit

As required by the City Franchise Agreement, the Hangout Music Festival, LLC is notifying the Gulf Shores City Council of its request for a public assembly permit for the Hangout Music Festival (the "Festival") May 14 - 17, 2020.

#### **FOOTPRINT**

The Festival will take place in and around the Hangout Restaurant, Gulf Shores public beach, surrounding parking lots, and public roadways including portions of Beach Blvd. The festival will use the same footprint as 2019, which highlighted the new Town Green area and greatly improved crowd flow. This year's festival will utilize the parking lot east of the Phoenix All Suites in a much larger way for back of house areas that support the festival and replace the lost square footage due to development. GSPD will continue to have access to their side and underneath of the police beach precinct building at east gulf place as well as six parking spots. When the area where cabanas are to be built in the west city parking lot is turned over to HOMF for construction work, HOMF will fence and / or barricade so as to prevent public safety concerns.

#### **VISION**

Hangout Festival has established itself as one of the most luxurious and premium festival experiences in the world. Under new management the vision will develop to focus on tailoring the programming and experience to better serve the demographics who seek the level of experience that the festival provides and the community within which the festival takes place. Additionally, significant measures are being taken to implement programs that will serve as the benchmark for community engagement and accountability for music festivals that take place in small towns and communities.

#### **FESTIVAL DATES AND HOURS**

- Thursday, May 14, 2020 – 5:00PM - 11:00PM
- Friday, May 15, 2020 – 11:00AM - 11:00PM
- Saturday, May 16, 2020 – 11:00AM - 11:00PM
- Sunday, May 17, 2020 – 11:00AM - 11:00PM

#### **SITE USAGE PERIOD**

- The site usage period will be April 27 - May 21, 2020.

#### **CAPACITY**

We are requesting a capacity of 40,000. Site changes implemented in 2019 improved crowd flow and alleviated congestion during periods of heavy crowd movement. Loss of acreage due to development has been addressed through acquisition of additional property by festival ownership and better usage of the current footprint. The continued growth in hotels and condos in the area, means guests have plenty of options for lodging. A robust shuttle program mitigates pedestrian and vehicle traffic on the roadways and alleviates the challenges due to lack of public parking.

#### **BEACH ACCESS & PARKING**

The beach will be open during festival construction until the week of the actual event. For clarity, the beach will be closed for 10 days (Monday, May 11 – May 21, 2020). Please note that we will be needing

to load-in the Malibu activation on May 7<sup>th</sup>, as we have done in previous years and is reflected on the load-in map. The following parking lots will be open with access to the beach prior to May 11

- Gulf Place
- The East Gulf Place Lot (this was previously closed)

#### **LOT CLOSURES**

Vehicles parked in striped areas the day before will have a flyer put under a windshield wiper announcing the closure. The city will also need to post tow-away signage on city streets as has been done in the past.

#### **SHUTTLE PROGRAM**

The Festival shuttle program will be operated by TMS, the same vendor as previous years and will follow a similar operational plan. There will be three "lines" in continuous operation of Friday through Sunday (May 15 – 17) starting at 11am and ending 30 minutes after the last act finishes or until the lines are cleared. The event will keep buses close to the Festival for any rapid response needed in case of an evacuation. An overview of the pick-up and drop-off points for each shuttle line is below.

##### *East Line Stop Overview*

- Gulf State Park Pavilion
- Hilton Garden Inn
- Phoenix I – V Condos
- Holiday Inn Express Orange Beach
- Hampton Inn
- Turquoise Place
- Phoenix VI
- The Gulf Restaurant

##### *North Line Stop Overview*

- Pelican Place

##### *West Line Stop Overview*

- Pier 33 Store
- Waves Market
- West 13<sup>th</sup> St (closest to Sanibel Condos)

##### *North Line Stop Overview*

- Pelican Place

##### *Beach Club Stop Overview*

- Beach Club (only Beach Club guests have ability to use this line)

#### **ROAD, PARKING LOT CLOSURES**

##### *Monday, April 27*

- Matting will be delivered on the west side of the beach to build a temporary parking lot for the volleyball event.
- Festival will receive the city public works area adjacent to the west city parking lot.
- The west city parking lot will receive some trucks and materials for staging tents.

*Wednesday, April 29*

- Matting installation for beach volleyball begins.
- The west city parking lot will be fenced off and construction of cabana structure begins

*Monday, May 4 - 10*

- Minimal beach impact:
  - Area adjacent to Surf Stage closed to public to allow for construction.
  - Area adjacent to Hangout Stage closed to public to allow for construction.
  - This will not inhibit public usage. The public may walk along the edge of the water in both of these areas.
- Road Closure of East 1st Street between East 1st Avenue and East 2nd Avenue.

*Thursday, May 7*

- 80 x 80 area on beach closed to public for construction of the Malibu Beach House
- Small areas in the VIP Grove will have some tents constructed but this will not impede beach access or inhibit usage of the area.

*Monday, May 11 / Evening Sunday May 10*

- Public beach access closed from Phoenix All Suites going west to Island Winds.
- Gulf Place closed.
- East Gulf Place parking lot closed.
- East 1st street closed (south of Beach Blvd).

*Tuesday, May 12 (overnight)*

- Hwy 59 south of West 1st Avenue and Hwy. 182/Beach Blvd between West 2nd Street and East 2nd Street will be closed to all vehicular and pedestrian traffic.

*Monday, May 18*

- Road Opening 6AM: Hwy 59 and Hwy. 182/Beach Blvd. will temporarily reopen to allow for exiting traffic until 12:00PM. The north side of West Beach Blvd. (East of West 4th Street) will remain closed to Westbound traffic.

*Tuesday, May 19*

- 6:00AM: All normal traffic conditions resume on all roads

*Thursday, May 21*

- All public beach access points will return to normal use.

**TRAFFIC CONTROL PLAN**

The City of Gulf Shores will remain responsible for the traffic control plan. HOF staff and vendors will act to direct traffic to the best of their ability with support from the city police.

Festival staff will work to ensure that Beach Blvd. and Highway 59 are cleared on the morning of Monday, May 18 as described more fully above, to allow tourists and commuters to easily and safely get to their destination.

**EVENT TRAFFIC MESSAGE PLAN**

As in prior years, the Festival will coordinate with the City to provide Electronic Road Signs for all phases of the Festival to ensure adequate communication.

- Pre-Festival messaging: lot closures, street closures, and beach access closures.
- During the Festival messaging: special event warnings, detours, vehicle direction, and pedestrian direction.
- Post-Festival messaging: lot closures, street closures, and beach access closures.

**NOISE ABATEMENT**

The Festival has contracted a professional sound company to control all noise and vibrations and has implemented the following guidelines into practice, which are consistent to previous years. In 2020 the festival will also be implementing sound limits not to be exceeded on stages.

- Amplified music to be ceased no later than 11:00PM.
- Use of delay towers to reach large crowds without having to amplify volume.
- Two of the sound systems will be pointed South towards the water (Boom Boom Stage and BMI Mermaid Stage).
- The Hangout Stage and Surf Stages will transmit sound East and West.

#### **WASTE MANAGEMENT**

The Festival will contract with a professional waste management company who will be responsible for waste removal and recycling operations. This company will also work in cooperation with the Gulf Shores Public Works department to ensure all waste is removed from the beaches and various properties occupied by the festival each night and immediately post-event. HOMF staff to also support Gulf Shores Public Works on waste removal from areas in close proximity to the festival site that are outside of the festival perimeter.

#### **AMBASSADOR PROGRAM**

In 2020 the festival is creating a new program with the goals of minimizing negative impact to the community and residents by festival attendees and operations. The program will consist of approximately 11 “ambassadors” to be stationed in the areas most directly affected by festival attendees and operations. These ambassadors are to be an extension of the festival operations department and will have the below core responsibilities

- Attempt to deter nuisance behavior by monitoring attendees
- Answer questions from festival attendees and assist them in directing to and entering the festival site swiftly
- Provide information to residents regarding the festival and act as point of contact between residents and festival

#### **PARKING**

The Festival does not offer public parking and most of the Festival staff are local or are staying nearby, so vehicle usage is very limited. The list of parking lots used by the Festival staff (in addition to the parking on East 1st Street for security and runner vehicles) are as follows.

- Lot at East 1st Avenue and East 2nd Street.
- Lot at East 2nd Avenue between East 1st Street and East 2nd Street
- Lot adjacent to Waterville at Gulf Shores Pkwy / Highway 59.
- Surf Style lots in Gulf Shores and Orange Beach.

#### **FREE WATER STATIONS**

The Festival will once again offer free water stations for guests.

#### **FIREWORKS**

HOMF will feature an aerial fireworks show at the conclusion of each day of the festival (Friday, Saturday, Sunday) and will conclude at 11pm.

#### **BEACH ACCESS**

As in prior years, there will be points within the festival that allow controlled access to the water and have been monitored by lifeguards. Those areas are the artist beach, Monster beach, Camp Hangout,

Corona beach and the Super VIP beach. In 2020 we are proposing adding one more location that would be called the Cabana beach that would be situated between the artist beach and Monster beach.

**ATTACHMENTS**

- Public Assembly Permit.
- Load-In/Closure Dates Map.
- Festival footprint map detailing safety, restroom, medical, food and water facilities.
- Public festival map

A safety and security plan will be sent via separate email in accordance with the due date in the City Franchise Agreement and contingent upon the successful conclusion of meetings between the Festival and City Public Safety officials as requested by the City Mayor.

A reimbursement agreement, Certificate of Insurance and final list of performers, sponsors, vendors and exhibitors will be submitted no later than 30 days prior to the Festival. As always, we look forward to working with the city to ensure a successful and safe event. Please do not hesitate to call or email me with any questions.

Best Regards,  
Reeves Price  
VP, Operations  
Winter Circle Productions  
AEG Presents Gulf Coast



**RESOLUTION NO. -2020**

**A RESOLUTION  
AUTHORIZING PRELIMINARY APPROVAL OF A  
PUBLIC ASSEMBLY PERMIT APPLICATION FOR THE  
STAGING OF THE 2020 HANGOUT MUSIC FEST WITH CONDITIONS**

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WHEREAS, since 2010 the City has granted annually a Public Assembly Permit for the staging of the Hangout Music Fest as a proprietary undertaking on the Gulf Shores Public Beach and associated public streets, avenues, alleys, and public places; and

WHEREAS, in 2015 the City Council granted a conditional 11-year non-assignable Franchise to Hangout Music Fest, LLC, as successor to HO-MF, LLC, for the staging of the Hangout Music Fest on the Gulf Shores public beach subject to the requirement of an annual Assembly Permit which may be conditioned or denied by the City in its absolute discretion; and

WHEREAS, consent for the 2020 Festival shall be conditioned on the issuance of a separate Public Assembly Permit by the City for the 2020 Music Fest and Site Usage Period in accordance with the expressly conditioned timeline and detailed plan below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON \_\_\_\_\_, 2020 as follows:

**Section 1.** That the “Festival Dates” for the 2020 Hangout Music Festival are May 15-18, 2020; and

**Section 2.** That the “Site Usage Period” is April 27 – May 21, 2020; and

**Section 3.** That by no later than March 5, 2020, Hangout Music Fest, LLC (Manager) shall provide to City (Mayor) a Public Assembly Permit application that includes but is not limited to all permit application requirements as identified in Section 11-26 of the City Code of Ordinances as follows:

- **Sec. 11-26. Permit Application—Required; filing; contents.**

Application for a permit to conduct such assembly shall be made in writing on such forms and in such manner as prescribed by the city clerk...

\* \* \*

Assemblies utilizing city employees for any part of the preparation, execution, and clean-up (such as music festivals and the National Shrimp Festival) shall require a separate agreement with the city for reimbursement of city expenses in association with the event.

Each application shall include at least the following:

- (1) The name of the owner, exact location, legal description and area of the premises on which the assembly is planned and a full description of the proposed activity.
- (2) The name of the owner, exact location, legal description and area of the lands to be used for parking and uses incidental to the activity and/or assembly.
- (3) The dates and hours during which the assembly is to be conducted.
- (4) An estimate of the minimum and maximum number of attendants, vendors, and other persons expected to attend the assembly, together with detailed information supporting such estimate.
- (5) Each application for permit shall be accompanied by a detailed explanation, including drawings and diagrams where applicable, of the prospective plan of the permittee to provide for the following:

- a. Police and fire protection.
- b. Food and water supply and facilities.
- c. Health and sanitation facilities.
- d. Medical facilities and services including emergency vehicles and equipment.
- e. Vehicle access and parking facilities. If the proposed public assembly is expected to require additional parking than can be provided at the location of the assembly, then the applicant must submit plans showing where additional parking will be provided and a letter from the owners of the property granting approval for such use.
- f. Camping and trailer facilities.
- g. Illumination facilities.
- h. Communications plan and facilities.
- i. Noise control and abatement.
- j. Facilities for cleanup and waste disposal.
- k. Insurance and bonding arrangements.

**Section 4.** By not later than April 4, 2020, Hangout Music Fest, LLC (Manager) shall provide to the City (Mayor) the following:

- 1) Satisfactory Safety & Security Plan approved by the City in its absolute and indisputable discretion
- 2) All additional required items;
  - a. The complete and finalized list of performers, bands or acts
  - b. The complete and finalized list of vendors, sponsors and exhibitors
  - c. The signed Reimbursement Agreement-reimbursing the City for all expenses directly or indirectly incurred by the City and other participating governmental entities in connection with the staging of the Music Fest
  - d. Steps and procedures to be implemented for noise or vibration controls
  - e. Written Sea Turtle Protection Protocols acceptable to the City to include light control of site and vehicles operating at night, fence management and beach activation daily setup/break down procedures to eliminate the disorientation of federally protected nesting sea turtles
  - f. A certificate of insurance with a copy of the Additional Insured Endorsement issued by or on behalf of insurers acceptable to the City conforming Commercial General Liability Insurance coverage for the Music Fest at a limit of liability not less than \$2,000,000 each occurrence, \$20,000,000 annual aggregate, and Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than \$10,000,000 each occurrence, \$10,000,000 aggregate, with the City named as an additional insured on an endorsement
- 3) Written consent to required site evacuation upon determination by the City of imminent adverse weather conditions that are expected to compromise public safety. In addition to full and strict compliance with all safety and evacuation procedures otherwise provided in the accepted Safety & Security Plan submitted by Permittee and approved by the City, the Permittee shall implement immediate shutdown and evacuation of the Site in the event the Mayor or his designated representative, after consultation with the National Weather Service, concludes that weather conditions requiring such immediate shutdown and evacuation are or appear to be imminent and so advises Permittee's Festival Director. By acceptance of the Assembly Permit, Permittee represents, warrants, and agrees that it and its owners, affiliates, contractors and subcontractors will have and assert no claim against the City or any official, officer, agent or employee of the City for any expense, damages, or other economic loss incurred by it or an of its owners, affiliates, contractors, or subcontractors as a result of the determination by the City to require immediate shutdown and evacuation based on the conclusion by the City that weather conditions requiring such shutdown and evacuation were or appeared to be imminent.
- 4) Traffic Control Plan acceptable to City.

**Section 5.** That pursuant to Code of Ordinances Section 7-27, Section 7-26 of the Code of Ordinances shall be inapplicable to the approved Festival Site during the Site Usage Period.

**Section 6.** That approval and issuance of the 2020 Hangout Music Festival Assembly Permit shall be expressly conditioned on approval of a written plan of mitigation of 2019 problematic issues including, without limitation:

- a) Negative impacts to residents of Gulf Shores living or occupying property in close proximity to the festival site, including overnight and illegal parking, lewd and obscene behavior, and noise and vulgarity from the festival site bleeding into neighboring areas; and
- b) Logistical issues arising from the loss of 4.68 acres utilized by the festival historically that will not be available in 2020.

**Section 7.** That this Resolution shall become effective upon its adoption.

ADOPTED this    day of    , 2020.

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



**TO:** Mayor Craft & Members of the City Council  
**FROM:** Andy Bauer, Zoning Administrator  
**CC:** Lee Jones, Director of Planning & Community Development  
**SUBJECT:** ZA19-000057 Aventura PUD Amendment  
**DATE:** February 3, 2020

**REQUEST:** The applicant seeks to amend the Aventura PUD Master Plan to:

1. Modify the number of lots in Phases 2 and 3;
2. Modify the lot sizes;
3. Increase the amount of open space; and
4. Realign the roadway connection to Landward Drive.

The total number of lots will remain unchanged. This application is being processed as a PUD Modification, and requires public hearings before both the Planning Commission and City Council.

**SITE LOCATION:** The 386-acre development is located south of County Road 6, east of the Gulf Shores Landfill and west of Old Plash Island Road.

**BACKGROUND:** In 2017 the property was rezoned to R-1-4 with a PUD Master Plan Overlay, to permit a 404-lot single family development. The Master Plan was approved with lot sizes ranging from 6,200 square feet to 15,000 square feet, two roadway connections to Oak Road West (County Road 6), and one connection to Northshore Street. The purpose of the PUD Master Plan Overlay was to allow several deviations from the underlying R-1-4 zoning regulations: reduced lot area, reduced lot widths, reduced setbacks; and increased building and impervious coverage on the smallest lot types.

**PLANNING COMMISSION:** At the December 17, 2019 meeting the Commission voted 7-0 to recommend approval of the Aventura PUD Amendment application.

#### **FACTS TO BE CONSIDERED**

1. No additional lots are being added to Aventura Subdivision, only shifts of the number of lots in phase 2 and phase 3.
2. The roadway connection to Northshore Street has been modified to use the existing Landward Drive right-of-way which allows for the expansion of open space adjacent to the Highlands single family subdivision.
3. The PUD modification results in a net decrease of "13" curb cuts along Landward Drive and Stafford Boulevard (10 on Landward Drive and 3 on Stafford Boulevard). Stafford Boulevard is to become a future connector road between Oak Road West and Waterway West Boulevard.

**RECOMMENDATION:** Staff recommends approval of the PUD amendment with the following conditions:

1. The PUD Master Plan shall restrict access to Stafford Boulevard for lots 283, 284, 287, 288, 289, 290, 311, and 312. These lots are all corner lots and shall utilize the side streets for access.
2. Prior to final plat approval of Phase 2, a connector road will be constructed from Stafford Boulevard to the west right-of-way of North Shore Street providing an indirect connection to West 36<sup>th</sup> Avenue. The developer shall pave a ±22' wide travel way over North Shore Street from the intersection of Stafford Boulevard to the northern terminus of the presently paved North Shore Street.

**ATTACHMENTS:** Staff Report and Plans

## Aventura – PUD Amendment

Staff Report: Andy Bauer  
Application #:ZA19-000057

COW Meeting Date: February 3, 2020

Applicant: Steve Pumphrey,  
Dewberry

Property Location: Oak Road East between the Gulf  
Shores Landfill and Old Plash Island Road

STAFF

APPROVE WITH CONDITIONS

RECOMMENDATION:

### SUMMARY OF REQUEST

The applicant seeks to amend the Aventura PUD Master Plan to:

1. Modify the number of lots in Phases 2 and 3;
2. Modify the lot sizes;
3. Increase the amount of open space; and
4. Realign the roadway connection to Landward Drive.

The total number of lots will remain unchanged. This application is being processed as a PUD Modification, and requires public hearings before both the Planning Commission and City Council.

### SURROUNDING CONTEXT

The 386-acre development is located south of County Road 6, east of the Gulf Shores Landfill and west of Old Plash Island Road. North of the subject site is land zoned R-3, OS, R-1-5, and unzoned Baldwin County areas. The land north of the site is developed with Jasmine Trail Apartments, Andhurst Walk single family subdivision, the City Cultural Center, mobiles homes and RV's. South of the site is mostly unzoned Baldwin County land which is part of the Baldwin County wetlands mitigation bank and the Highlands single family subdivision (zoned R-1-5). East of the property is the Gulf Breeze Resort RV Park and Gulf Shores Landfill (zoned BA). West of the site is also primarily unzoned Baldwin County and developed with a mobile home park, a concrete plant and warehousing uses.

### BACKGROUND

**June 26, 2017.** The subject property was rezoned to R-1-4 with a PUD Master Plan Overlay, to permit a 404-lot single family development. The Master Plan was approved with lot sizes ranging from 6,200 square feet to 15,000 square feet, two roadway connections to Oak Road West (County Road 6), and one connection to Northshore Street. The Master Plan indicated Aventura would be developed in 3 phases. The purpose of the PUD Master Plan Overlay was to allow several deviations from the underlying R-1-4 zoning regulations: reduced lot area, reduced lot widths, reduced setbacks; and increased building and impervious coverage on the smallest lot types.

**May 14, 2018.** The Aventura Planned Unit Development gained approval to revise the approved phasing plan in order to change the number of lots being developed within Phases 1, 2, and 3. The reason for the Phasing Plan modification was to designate certain lots to specific home builders and to have the ability to construct homes within Phase 1A. The overall total number of lots (404) remained the same.

### PROPOSED CONCEPT PLAN

The overall total number of lots (404) remains the same. Specifics of the requested amendment are as follows:

1. Modify Number of Lots in Phases 2 and 3
  - Phase 2 proposed lot reduction from 139 to 109 lots
  - Phase 3 proposed lot increase from 61 to 91 lots

## 2. Modify Lot Sizes

- 80'x140' lots proposed increase from 105 to 137 lots
- 100'x 150' lots proposed decrease from 57 to 35 lots
- 75'x140' lots proposed decrease from 115 to 105 lots

## 3. Increase Open Space

- Proposed new open space at the intersection of Landward Drive and Stafford Boulevard.

## 4. Roadway Changes

- Proposed realignment of the roadway connection to Northshore Street to utilize the existing Landward Drive right-of-way.

## **ANALYSIS**

**Future Land Use Plan** – The Land Use Plan classifies this area of the City as Low-Density Residential (1-5 dwelling units per acre), and is to be developed with single family and duplexes on large and medium sized lots. Aventura complies with the Future Land Use Plan, and its 1.04 dwelling units per acre is within the density anticipated by the Future Land Use Plan.

## **Plan Review**

### **Analysis of Requests**

1. Modify the number of lots in Phases 2 and 3
2. Modify the lot sizes

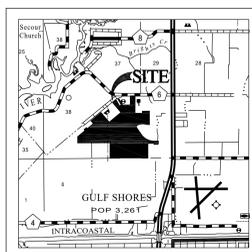
In regards to the lot size changes, the major change is with the 11,200sf lots and 15,000sf lots. The percentage of 15,000sf lots has decreased from 15% to 8% and the percentage of 11,200sf lots has increased from 26% to 34% of the subdivision. Each of these lot sizes comply with the minimum 11,000sf lot size of the underlying R-1-4 zoning.

The primary concern of City staff regarding the modification is the reduction in lot sizes along Stafford Boulevard and Landward Drive as it relates to the number of driveway curb cuts on these roads. Stafford Boulevard has been designed to be a future connector road between Waterway West Boulevard and Oak Road West (County Road 6). The plan currently approved indicates a total of 37 lots fronting on Stafford Boulevard and Landward Drive and the proposed plan has 32 lots fronting on these roadways. Eight (8) of the thirty-two (32) lots are corner lots and may be accessed from a side street instead of Stafford Boulevard. Section 6-3 6., *Street Plan*, of the Subdivision Regulations requires corner lots to take access from the minor street. In an effort to alleviate staff's concerns about driveway cuts, the applicant has restricted access to Stafford Boulevard for 5 lots and the Planning Commission included a condition that 3 additional lots may not access Stafford Boulevard. These restrictions result in a maximum of 24 driveway cuts along Stafford Boulevard and Landward Drive as opposed to the previous approved 37 driveway cuts; a net decrease of "13" curb cuts.

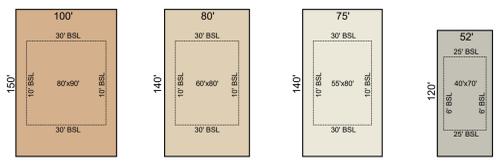
3. Increase the amount of open space
4. Realign the roadway connection to Landward Drive.

The utilization of the existing Landward Drive right-of-way to connect to Northshore Street is a positive change. It allows the open space abutting the Highlands single family subdivision to expand, and creates a larger buffer between Aventura and this existing use.

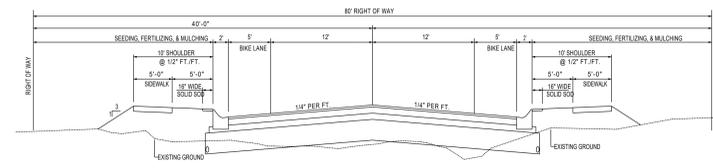




VICINITY MAP  
1" = 1 MILE



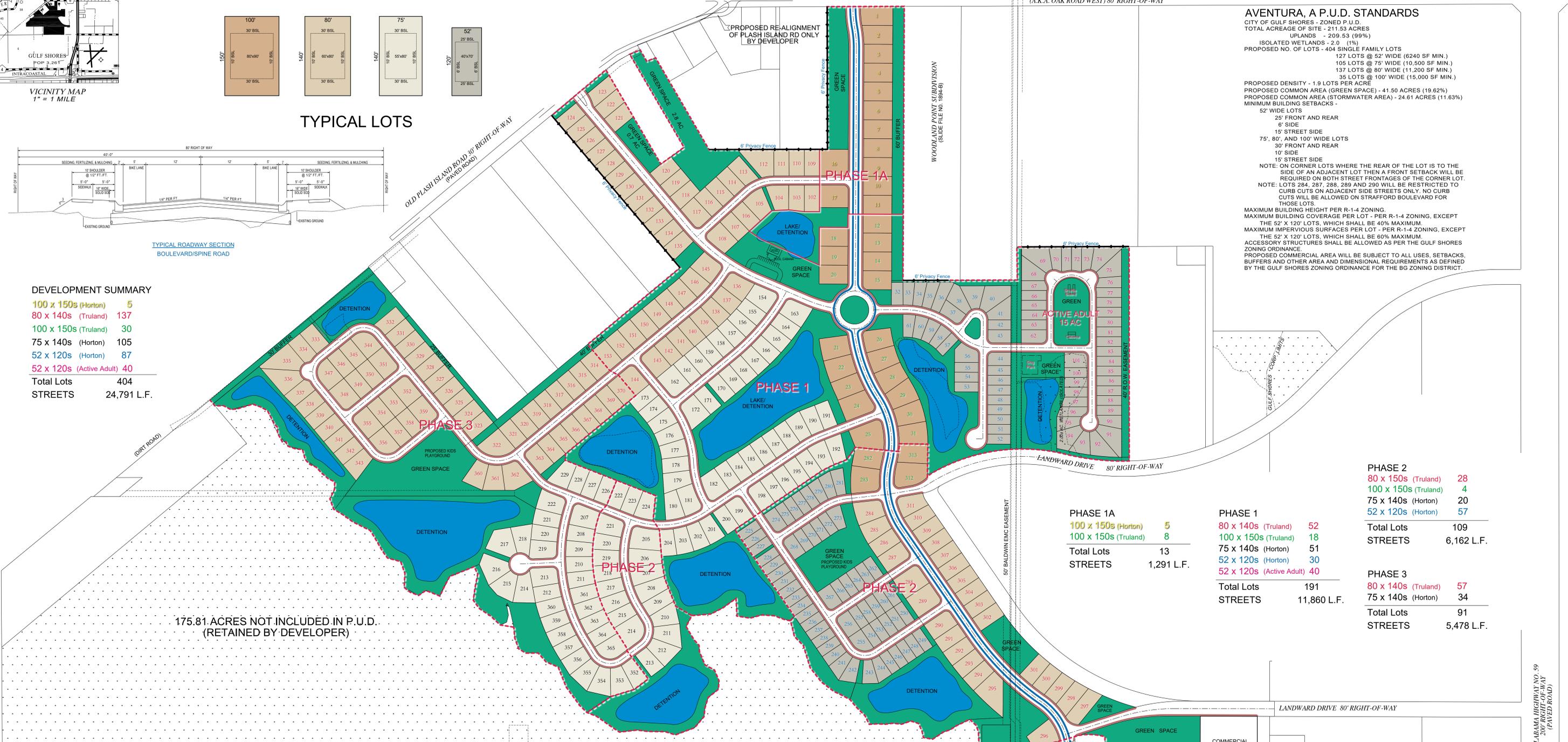
TYPICAL LOTS



TYPICAL ROADWAY SECTION  
BOULEVARD/SPINE ROAD

**DEVELOPMENT SUMMARY**

100 x 150s (Horton)	5
80 x 140s (Truland)	137
100 x 150s (Truland)	30
75 x 140s (Horton)	105
52 x 120s (Horton)	87
52 x 120s (Active Adult)	40
<b>Total Lots</b>	<b>404</b>
<b>STREETS</b>	<b>24,791 L.F.</b>



**AVENTURA, A P.U.D. STANDARDS**  
 CITY OF GULF SHORES - ZONED P.U.D.  
 TOTAL ACREAGE OF SITE - 211.53 ACRES  
 UPLANDS - 209.53 (99%)  
 ISOLATED WETLANDS - 2.0 (1%)  
 PROPOSED NO. OF LOTS - 404 SINGLE FAMILY LOTS  
 127 LOTS @ 52' WIDE (6240 SF MIN.)  
 105 LOTS @ 75' WIDE (10,500 SF MIN.)  
 137 LOTS @ 80' WIDE (11,200 SF MIN.)  
 35 LOTS @ 100' WIDE (15,000 SF MIN.)  
 PROPOSED DENSITY - 1.9 LOTS PER ACRE  
 PROPOSED COMMON AREA (GREEN SPACE) - 41.50 ACRES (19.62%)  
 PROPOSED COMMON AREA (STORMWATER AREA) - 24.61 ACRES (11.63%)  
 MINIMUM BUILDING SETBACKS -  
 52' WIDE LOTS  
 25' FRONT AND REAR  
 6' SIDE  
 15' STREET SIDE  
 75', 80', AND 100' WIDE LOTS  
 30' FRONT AND REAR  
 10' SIDE  
 15' STREET SIDE  
 NOTE: ON CORNER LOTS WHERE THE REAR OF THE LOT IS TO THE SIDE OF AN ADJACENT LOT THEN A FRONT SETBACK WILL BE REQUIRED ON BOTH STREET FRONTAGES OF THE CORNER LOT.  
 NOTE: LOTS 284, 287, 288, 289 AND 290 WILL BE RESTRICTED TO CURB CUTS ON ADJACENT SIDE STREETS ONLY. NO CURB CUTS WILL BE ALLOWED ON STRAFFORD BOULEVARD FOR THOSE LOTS.  
 MAXIMUM BUILDING HEIGHT PER R-1-4 ZONING.  
 MAXIMUM BUILDING COVERAGE PER LOT - PER R-1-4 ZONING, EXCEPT THE 52' X 120' LOTS, WHICH SHALL BE 40% MAXIMUM.  
 MAXIMUM IMPERVIOUS SURFACES PER LOT - PER R-1-4 ZONING, EXCEPT THE 52' X 120' LOTS, WHICH SHALL BE 60% MAXIMUM.  
 ACCESSORY STRUCTURES SHALL BE ALLOWED AS PER THE GULF SHORES ZONING ORDINANCE.  
 PROPOSED COMMERCIAL AREA WILL BE SUBJECT TO ALL USES, SETBACKS, BUFFERS AND OTHER AREA AND DIMENSIONAL REQUIREMENTS AS DEFINED BY THE GULF SHORES ZONING ORDINANCE FOR THE BG ZONING DISTRICT.

**PHASE 1A**

100 x 150s (Horton)	5
100 x 150s (Truland)	8
<b>Total Lots</b>	<b>13</b>
<b>STREETS</b>	<b>1,291 L.F.</b>

**PHASE 1**

80 x 140s (Truland)	52
100 x 150s (Truland)	18
75 x 140s (Horton)	51
52 x 120s (Horton)	30
52 x 120s (Active Adult)	40
<b>Total Lots</b>	<b>191</b>
<b>STREETS</b>	<b>11,860 L.F.</b>

**PHASE 2**

80 x 150s (Truland)	28
100 x 150s (Truland)	4
75 x 140s (Horton)	20
52 x 120s (Horton)	57
<b>Total Lots</b>	<b>109</b>
<b>STREETS</b>	<b>6,162 L.F.</b>

**PHASE 3**

80 x 140s (Truland)	57
75 x 140s (Horton)	34
<b>Total Lots</b>	<b>91</b>
<b>STREETS</b>	<b>5,478 L.F.</b>

- Commercial Areas
- Stormwater Drainage Areas
- Green Space Areas
- Pedestrian Sidewalk
- 5' Wide Bike Lane
- 6' Privacy Fence

**AVENTURA**  
**A P.U.D. (MODIFICATION)**  
 NOVEMBER 22, 2019 - SHEET 1 OF 1 SHEETS  
**MASTER PLAN**

DESIGN	DED	DRAWN	AEF	CHKD.	MSP
ENG	ANB	SURVEYOR	VLG	PROJ. MGR	MSP
SCALE					1"=200'
PROJ. NO.					50082822
FILE					50082822-PUD
SHEET					1 OF 1





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

**FROM:** Lee Jones, Director of Planning & Community Development

**SUBJECT:** ZA19-000060 Gulf Shores Medical Park Rezone

**DATE:** February 3, 2020

### **SUMMARY OF REQUEST**

The City of Gulf Shores seeks to rezone 11.48 acres from IND Industrial to BA Arterial Business.

### **OVERVIEW**

The proposed rezoning is necessary for the development of a Freestanding Emergency Department (FED) and to accommodate future medical-related growth in the area. Rezoning the property from Industrial to Arterial Business will further implement the Vision 2025 Plan's goal to provide the community with prompt access to state-of-the-art medical facilities.

### **LOCATION AND CONTEXT**

The 11.48 acre property is located on the east side of Highway 59 directly south of the Microtel Inn & Suites. The property is owned by the City of Gulf Shores, and it is currently vacant.

### **BACKGROUND:**

- On November 12, 2019, the City Council approved a ground lease with Community Health Systems for the establishment of a Freestanding Emergency Department on this 11.48-acre property.
- The City of Gulf Shores received a Certificate of Need from the Alabama State Health Planning and Development Agency (SHPDA) during a hearing on November 20, 2019. This certificate will allow the City to move forward with the establishment of a FED and other medical-related facilities on this property, in a partnership with Foley Hospital Corporation.

**PLANNING COMMISSION:** At the January 28, 2020 meeting the Commission voted 9-0 to recommend approval to rezone this property from IND to BA.

### **FACTS TO BE CONSIDERED**

1. The proposed BA zoning is consistent with the designated Commercial/Mixed Use future land use designation for this property.
2. The BA zoning is necessary in order to fulfill the Future Land Use Plan's recommendation in Section III. Major Development Themes, calling for the development of a, "prestigious medical facility invested in people, patient and family-centered care, medical discovery and education."
3. The Freestanding Emergency Department is planned to be the City's first major medical improvement from the Vision 2025 Strategic Plan. Changing the zoning from Industrial

to Arterial Business will be necessary in order to permit the FED, as well as other future medical-related uses that are envisioned for the site.

**RECOMMENDATION**

Staff recommends the City Council approve the rezoning of this 11.48 acre parcel from IND to BA.

**ATTACHMENTS:** Staff Report and Plans

# Gulf Shores Medical Park - Rezoning

Staff Report: Lee Jones  
Application #:ZA19-000060

COW Meeting Date: February 3, 2020  
Applicant: City of Gulf Shores

Property Location: South of the Microtel  
Inn & Suites on State Highway 59.

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**STAFF RECOMMENDATION:**    **APPROVE**

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## **SUMMARY OF REQUEST**

The City of Gulf Shores seeks to rezone 11.48 acres from IND Industrial to BA Arterial Business.

## **OVERVIEW**

The proposed rezoning is necessary for the development of a freestanding medical emergency department and to accommodate future medical-related growth in the area. Rezoning the property from Industrial to Arterial Business will further implement the Vision 2025 Plan's goal to provide the community with prompt access to state-of-the-art medical facilities.

## **LOCATION AND CONTEXT**

The 11.48 acre property is located on the east side of Highway 59 directly south of the Microtel Inn & Suites. The property is owned by the City of Gulf Shores, and it is currently vacant. The surrounding zoning and land uses are as follows:

North – BG & BA Zoning / Microtel Inn & Suites and the former Sacred Heart Medical Building  
South – IND Zoning / Jack Edwards Airport  
East – IND Zoning / Jack Edwards Airport  
West – BA and Highway 59 / Beach Girl Coffee and The Pool Store

## **BACKGROUND**

### **Freestanding Emergency Department (FED)**

- On November 12, 2019, the City Council approved a ground lease with Community Health Systems for the establishment of a Freestanding Emergency Department on this 11.48-acre property. Community Health Systems is one of the nation's leading operators of general acute care hospitals and the organization's affiliates own, operate or lease 99 hospitals in 17 states, including South Baldwin Regional Medical Center in Foley.

The Freestanding Emergency Department will be a 24-hour, 13,387 square foot facility that is open every day of the year, providing ground and air ambulance transports. Advanced services will be available on site, such as X-Ray, ultrasounds, CT scans, laboratory testing, and pharmaceutical services with advanced medications. The Freestanding Emergency Department will provide 40 to 50 full-time jobs for emergency-trained physicians.

- The City of Gulf Shores received a Certificate of Need from the Alabama State Health Planning and Development Agency (SHPDA) during a hearing on November 20. This certificate will allow the City to move forward with the establishment of a Freestanding Emergency Department and other medical-related facilities on this property, in a partnership with Foley Hospital Corporation.

The FED project construction is anticipated to begin in the Spring of 2020 with the completion date scheduled for Summer 2021.

### **Vision 2025 Plan**

The 2025 Vision for Sustainability Plan was adopted in 2015. The Plan contains five critical

actions for the growth of Gulf Shores. Action Item #1 is the development of a medical facility that provides direct access to quality wellness services and emergency care to our citizens and visitors.

### **Future Land Use Plan**

The Future Land Use Plan designates this property as Commercial/Mixed Use. The Commercial/Mixed Use category supports uses such as beach tourism, community and neighborhood retail, office, restaurant, hospitality, accommodations, and includes institutional service uses such as medical facilities. The Plan encourages the concentration of regional commerce, recreation, and institutional services within activity centers and along major corridors such as State Highway 59.

### **BUILD Grant**

Gulf Shores is one of only three municipalities in the state of Alabama to receive a Better Utilizing Investments to Leverage Development (BUILD) federal transportation grant in 2019. This is a \$23,000,000 project that will provide improved access to multiple transportation options for the Gulf Shores area, including the new medical center complex and Freestanding Emergency Department.

### **Existing Zoning**

The IND Industrial District is intended to provide locations for manufacturing and processing industries, service industries, warehousing, or research and testing operations. Due to the use of heavy equipment or machinery or to the nature of the materials and processes involved, these uses require special locations and development safeguards to prevent pollution of the environment by noise, vibration, odors or other factors. Such industries may require sites extensive in size and served by adequate utilities service and transportation.

## **ANALYSIS**

### **Future Land Use Plan Compliance**

The current IND zoning in this location is not supported by the Future Land Use Plan. The proposed BA zoning is consistent with the designated Commercial/Mixed Use future land use designation for this property. The proposed BA Arterial Business District is intended to provide locations for a variety of commercial and office activities along the main entrance highway to the City and at other locations where similar development may occur. The BA zoning district also allows medical and office uses that the current IND zoning does not. The BA zoning is necessary in order to fulfill the Future Land Use Plan's recommendation in Section III. *Major Development Themes*, calling for the development of a, "prestigious medical facility invested in people, patient and family-centered care, medical discovery and education."

### **Vision 2025 Plan Implementation**

The Freestanding Emergency Department is planned to be the City's first major medical improvement from the Vision 2025 Strategic Plan. Changing the zoning from Industrial to Arterial Business will be necessary in order to permit the FED, as well as other future medical-related uses that are envisioned for the site.

### **BUILD Grant Assistance**

The Medical Village Access Improvements include a new signalized intersection at 34th Ave and Hwy 59. This new intersection, with right and left turn auxiliary lanes, will serve as the main entrance to the forthcoming Freestanding Emergency Department. In addition to the new signal, E 2<sup>nd</sup> St will also be improved and extended to 34<sup>th</sup> Avenue, providing additional access to the new signal. A future phase of BUILD grant construction includes the extension of 34<sup>th</sup> Avenue, through the old Sacred Heart site, to a new intersection at Cotton Creek Dr. These infrastructure improvements, along with the development of the new FED, will provide additional opportunities for mixed-use and medical-related business development within this prime quadrant of our city.

**RECOMMENDATION**

Staff recommends the City Council approve the rezoning of this 11.48 acre parcel from IND to BA.

## Gulf Shores Medical Park Subdivision – Location Map

