



**AGENDA
REGULAR COUNCIL MEETING
CITY OF GULF SHORES, ALABAMA
MARCH 27, 2023
4:00 P.M.**

1. Call To Order

2. Invocation

A. Rev. Rusty Hutson - Gulf Shores United Methodist Church

3. Pledge Of Allegiance

4. Roll Call

5. Approval Of Minutes

A. March 13, 2023 - Regular Council Meeting Agenda

B. March 20, 2023 - Council Work Session Meeting Agenda

6. Approval Of Expense Vouchers

7. Presentation Of Petitions, Requests And Communications

A. Public Assembly Permit Application - COGS PhinMan Youth Triathlon

Documents:

[RAC - PUBLIC ASSEMBLY PERMIT APPLICATION - PHINMAN YOUTH TRIATHLON.PDF](#)

8. New Business

A. Resolution - Authorize MOU - Use Of Gulf State Park Pier - July 4th Fireworks Display

Documents:

[RESO - AUTHORIZE MEMORANDUM OF UNDERSTANDING - GULF STATE PARK PIER.PDF](#)

B. Resolution - Authorize Contract - PYRO Shows - 2023 July 4th Fireworks Display

Documents:

[RESO - AUTHORIZE CONTRACT - FIREWORKS DISPLAY.PDF](#)

C. Resolution - Accept Proposal - Skipper Consulting, Inc - Traffic Signal Coordination

Documents:

[RESO - ACCEPT PROFESSIONAL SERVICES PROPOSAL - SKIPPER CONSULTING.PDF](#)

D. Resolution - Award Bid - Primary Disaster Recovery Assistance - Crowder Gulf

Documents:

[RESO - AWARD BID - PRIMARY DISASTER RECOVERY ASSISTANCE - CROWDER GULF.PDF](#)

E. Resolution - Award Bid - Secondary Disaster Recovery Assistance - Ceres Environmental Services

Documents:

[RESO - AWARD BID - SECONDARY DISASTER RECOVERY ASSISTANCE - CERE ENVIRONMENTAL SERVICES.PDF](#)

F. Resolution - Accept Proposal - Barge Design Solutions - Airport Master Plan

Documents:

[RESO - ACCEPT PROFESSIONAL SERVICES PROPOSAL - BARGE DESIGN SOLUTIONS - AIRPORT MASTER PLAN.PDF](#)

G. Resolution - Award Bid - Brabner & Hollon, Inc. - GSES Buildings 200 & 300 Renovation Project

Documents:

[RESO - AWARD BID - GSES RENOVATIONS BUILDINGS 200 AND 300.PDF](#)

H. Resolution - Award Bid - Mosquito Control Products

Documents:

[RESO - AWARD BID - MOSQUITO CONTROL PRODUCTS.PDF](#)

I. Resolution - Authorize Contract - KONE Elevator Maintenance Agreement

Documents:

[RESO - AUTHORIZE CONTRACT - ELEVATOR CONTRACT - KONE, INC.PDF](#)

J. Ordinance - Authorize Annexation - 4715 County Road 6 - Whiting

Documents:

[ORD - APPROVE ANNEXATION - WHITING.PDF](#)

K. Ordinance - Authorize 2nd Amendment - Waterway East Blvd. Project Funding & Development Agreement

Documents:

[ORD - GULF SHORES 2ND AMENDMENT TO PROJECT DEVELOPMENT AND FUNDING AGREEMENT CRP - FINAL.PDF](#)

L. Ordinance - Amend Code - Chapter 11, Criminal Code

Documents:

[ORD - AMEND CODE - CHAPTER 11, CRIMINAL CODE.PDF](#)

9. Committee Reports

10. Staff Reports

11. Hearing Of Persons Not Listed On Formal Agenda

12. Adjourn

APPLICATION FOR PUBLIC ASSEMBLY

1. EVENT INFORMATION

Event Name: PhinMan Youth Triathlon

Dates/Times*

Setup Date/Time **09/03/2023**

Dismantle Date/Time **09/04/2023**

Event Start Date **09/04/2023**

Event End Date **09/04/2023**

Event Hours **7am to 10:30am, racing starts at 8am

Event Location/
Address: **310 West 19th Avenue, Bodenhamer Ctr.**

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

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

Applicant

Event Organizer

Name: **David Lloyd**

Name: **Brook Hopkins**

Address: **310 West 19th Avenue**

Address: **310 West 19th Avenue**

Phone #:

Phone #: **251-968-1427**

Cell #: **251-279-0052**

Cell #: **205-296-2121**

Email: **dlloyd@gulfshoresal.gov**

Email: **bhopkins@gulfshoresal.gov**

Web Address: <https://www.teamunify.com/team/segssst/page/home>

Purpose

- Athletic/Recreation
- Outdoor Market
- Parade

- Concert/Performance
- Fitness
- Festival/Fair

- Social
- Demonstration/Rally
- Other

Event Description

This is an annual youth sports event hosted by, and for the benefit of, the Gulf Shores Swim Team. It is a triathlon that consists of a swim in the Bodenhamer Recreation Center pool, cycling the streets around the Johnnie Sims Park, and finally running a run course within the boundaries of the aforementioned Park. Course Maps are submitted with this application. This is the 16th year of this event at this venue.

Attendance

Anticipated Attendance Total **200**

Per Day

***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? **15**

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

- | | | |
|--|--|---|
| <input type="checkbox"/> Beverage/Food Vendors | <input type="checkbox"/> Entertainment | <input type="checkbox"/> Animals |
| <input type="checkbox"/> Merchandise Vendors | <input checked="" type="checkbox"/> Tents/Canopies | <input checked="" type="checkbox"/> Electrical /Generator Usage |
| <input checked="" type="checkbox"/> Stages/Platforms | <input type="checkbox"/> Restrooms | <input checked="" type="checkbox"/> Fencing/Barricades |
| <input type="checkbox"/> Pyrotechnics | <input checked="" type="checkbox"/> Use of Public Property | <input type="checkbox"/> Outdoor Cooking |
| <input type="checkbox"/> Shuttle Service | <input type="checkbox"/> Vehicles on Display | <input type="checkbox"/> Inflatables/Bounce Houses |

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.

DAVID J. LLOYD

Print Name of Applicant

Signature

Date

PERMIT AUTHORIZATION - FOR OFFICIAL USE ONLY

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

4. SITE PLAN

Each application SHALL be accompanied by detailed site drawings, diagrams and documentation of the proposed event including but not limited to the following:

- Site Plan Map of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area, including entrances and exits, emergency access, event staging, set up and break down plans.
- Site usage period including requested dates and times of operations.
- Medical Services and Security Plan. The location of security and first aid facilities.
- Emergency Plan to include contact names, phone numbers and guidelines.
- Parking, Transportation, and Accessibility Plan. The location of event parking, transportation routes, street or lane closures, shuttle plans, and provisions for handicap accessibility.
- Utility requests including sources and locations of water, sewer, electricity, generators and lighting.
- Temporary Structures and Fencing including the location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, fences, portable toilets, booths, and other temporary structures, including engineered structural drawings.
- Entertainment list, schedule and noise abatement measures.
- Food, Beverages, and Concessions Plan, including location and details of all food, beverage and concession areas including vendor identification and specifics of all cooking areas.
- Garbage, Recycling, and Sanitation Plan including any required Health Permits.
- County, State, or Federal permits that may be required to hold your event.
- Letters of Support (Property owners, City, etc.)

5. EVENT ORGANIZATION INFORMATION/ PROCEEDS/ REPORTING*

The applicant shall have made provision in a manner approved by the City's revenue division, under its current regulations and procedures for the payment of all necessary business licenses* and remittance of all applicable sales taxes. ***Additional permits may be required. Please contact the Revenue Coordinator at (251) 968-1120 to verify.**

Charitable Organization (Copy of 501(c) Required) Tax Exempt (Exemption Certificate Required)

Are patron admission, entry or participant fees required? Yes No

If yes please provide amounts: **\$50 per participant on the day of the event**

Are vendor or other fees required? Yes No

If yes please provide amounts:

Estimated gross receipts including ticket, entry, vendor, product and sponsorship sales from this event. Please explain how this amount was computed:

\$4,500 This includes registrations and sponsorship fees

Estimated expenses for this event: **\$2500 Event shirts, awards, food, Finisher medals, timing system**

What is the projected distribution or net dollar amount the Host Organization will receive from this event? **\$2,000. This is a fundraising event for the Gulf Shores Swim Team.**

6. MEDICAL SERVICES AND SECURITY*

Have you hired a licensed professional emergency medical services provider to develop and manage your event's medical plan? Yes No

Medical Services Provider

Name: _____ Address: _____

Phone #: _____ Email : _____

The applicant shall be responsible for making adequate plans for medical coverage of performers, employees, participants, customers and attendants. Please describe your medical plan including your communications plan, the number, certification levels (MD, RN, Paramedic, EMT) and types of resources that will be at your event and the manner in which they will be managed and deployed. Your plan should include hours of setup and dismantle of medical aid areas, details on first aid stations, personnel needs, medical materials and medical transport. When City paramedics are used for this purpose, the City shall be reimbursed by the applicant for all expense related to their presence. Please describe the medical service plan below. ***Please contact Support Services at (251) 968-7422 to verify reimbursement rates.**

Have you hired a licensed professional security company to develop and manage your event's security plan? Yes No

Security Company

Name: _____ Address: _____

Phone #: _____ Email : _____

The applicant shall employ at applicant's own expense: security personnel as necessary and sufficient to provide for the adequate security and protection of the maximum number of attendants at the assembly and for the preservation of order and protection of property in and around the site of the assembly. When City police officers are used for this purpose, the City shall be reimbursed by the applicant for all expense related to their presence. *** Please contact Special Operations at (251) 968-3005 to verify reimbursement rates. No permit shall be issued unless the chief law enforcement officer for the city is satisfied that such necessary and sufficient security personnel will be provided by the applicant for the duration of the assembly.** Please describe your security plan including crowd control, internal security and venue safety, number and certification levels of security personnel.

7. EMERGENCY PLAN

All event organizers should consider the possibilities of natural disasters and unplanned emergencies. A basic emergency response plan should be adopted and communicated with event staff, police/security personnel and on-site first aid providers. A plan should include the following minimum provisions where applicable:

- Identification of who will make key decisions such as canceling the event.
- Plans for communicating with event staff, volunteers, guests, media, vendors, on-site police and first aid providers
- Methods for safely managing site evacuation
- Steps for caring for injured participants and lost children
- Steps for securing potentially dangerous items on the event site (tents, signage, propane tanks and items that can be propelled by high winds)
- Methods for dealing with suspicious packages
- Training for use of fire extinguishers
- Access to local hotline or portable weather station for weather updates
- Plans for a back-up public address system for announcements (generator or megaphones)

Please describe your security plan including crowd control, internal security or venue safety, number and certification levels of security personnel.

The east parking lot of the Bodenhamer Center and Tennis Center will be blocked with parade barricades from Public Works for the event. The transition area for the racers will be in the center of the parking lot. There will be viewing areas: outside of transition, along West 2nd Street, and at the finish line.

8. TRANSPORTATION AND ACCESSIBILITY

The applicant shall provide sufficient parking to accommodate the number of persons attending the event. Applicant shall provide a sufficient number of parking attendants at all entrances, exits, and within the parking lots. Please describe your transportation and accessibility plan.

Parking will be in the lot across the street at the South Baldwin Community Theater.

Will your event involve the use of a parking and/or shuttle plan? Yes No If yes, please explain

Will your event require the use of public property or street closures? Yes No If yes, please explain

During the cycling portion of the event the corners of the streets at: W. 2nd St., W. 19th Ave., W. 3rd St., and West 21st St. will be manned by police and adult volunteers

Will your event involve the use of traffic safety equipment? Yes No If yes, please list:

The aforementioned police will be on hand. We will use flags, cones and barricades to mark the course and block the parking lot at the BRC.

Have you developed a Disabled Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Yes No Please describe.

Will all food, beverage and vending areas be ADA accessible? Yes No Please describe.

If all areas of your event venue cannot be made accessible will maps or programs be made available to show the location of accessible rest rooms, parking, drinking fountains, and first aid stations?
 Yes No Please describe.

Transportation Company

Name:

Address:

Phone #:

Fax #:

Email :

9. UTILITIES*

A utility Plan showing the locations of existing and proposed utilities (electric, water, etc.) shall be provided. Obtaining complete electrical and water needs information from vendors, musicians, tent lighting, entertainers, exhibitors, sponsors, etc. is the responsibility of the applicant.

The applicant shall provide a potable domestic water supply from a source approved by the City. Water shall not be dipped from a receptacle for drinking or cooking uses. All food concessions that prepare food items other than packaged or bottled goods must be supplied with hot and cold running water, under pressure, and a means of disposing of wastewater. Water services in parks and public beach areas are for cleaning purposes only.

The installation and distribution of all electrical power used to support the event shall be completed by a licensed electrician. In some cases, electrical distribution plans and load calculations prepared by a licensed electrical contractor or electrical engineer may be required. Existing city maintained lighting and outlet circuits may not be used for event power use unless prior approval is obtained in writing before the event date and time. The City may inspect power distribution safety at your event and may require onsite modifications. Please describe your utility plan.

We will use the electricity from the Tennis Center and the Bodenhamer Center for sound and timing equipment.

Yes No Will your event require potable water? If yes, please describe

We will have jugs of water and individual bottles for participants

Yes No Will your event require electricity? If yes, please describe

Power will be required for the Public Address System

Yes No Will your event require generators? If yes, please describe

The timing system team has a generator for their use.

Yes No Will your event require lighting after dark? If yes, please describe

Electrical Contractor

Name:

Address:

Phone #:

Fax #:

Email:

10. GARBAGE, RECYCLING AND SANITATION*

The applicant shall demonstrate to the satisfaction of the City that an adequate garbage, recycling and sanitation plan has been prepared. All solid waste material shall be promptly removed from the site. The assembly area and parking area shall be returned to a litter-free condition after the assembly is concluded. Adequate toilet facilities for both sexes must be distributed throughout the event site and shall be maintained in a sanitary condition at all times. When applicable, the approval by the health department of applicant's sanitary facilities plans shall be a prerequisite for the issuance of a permit. Please describe your plan for cleanup and removal of garbage, recyclable goods, and sanitation during and after your event. ***Please contact the Public Works department at (251) 968-1962 for specific disposal and recycling policies.**

The bathrooms at the BRC and the Poolhouse will be used by participants and spectators. Trash and recycling containers will be moved from the swimming pool area to the spectator and transition areas.

Do you plan to provide garbage, recycling and sanitation at your event? Yes No

If yes, provide the number of:

Trash Cans **6**

Dumpsters

Recycling Containers **2**

Do you plan to provide portable rest room facilities at your event? Yes No

You may be required to provide portable rest room facilities with adequate hand sanitation*, at your event, unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event.

*Acceptable hand sanitation units are portable sinks or waterless hand sanitizer dispensers at a 4:1 ratio (restrooms to hand sanitizers).

Number of portable toilets

Number of ADA accessible portable toilets

If no: Please explain:

The bathrooms at the BRC and the Poolhouse building will be used by participants and spectators.

Garbage/Recycling Company

Port-a-let Company

Name:

Name:

Address:

Address:

Phone #:

Fax #:

Phone #:

Fax #:

Email :

Email

11. TEMPORARY STRUCTURES AND FENCING*

Describe the type of temporary structures proposed for the event, including but not limited to tents, stages, fences, the location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, booths, and other temporary structures. Engineered structural drawings may be required at the discretion of the City. *Additional permits may be required. Please contact the Building Official at (251) 968-1150 to verify.

Yes No Are temporary structures proposed at the event? If yes, please explain

We will use two 10x10 tents for covering snack food, door prizes and water. There will be tables and podiums for the awards and photographs.

Number 2

Type Portable

Sizes 10x10

Is temporary fencing proposed at the event? If yes, please explain Yes No

We will utilize barricades from Public Works to close the transition area, the East parking lot of the BRC, and certain sections of the course.

Date of Installation 09/03/2023

Date of Removal 09/03/2023

Temporary Structure Company

Fence Company

Name:

Name:

Address:

Address:

Phone #:

Fax #:

Phone #:

Fax #:

Email :

Email :

12. Food, Beverages and Concessions

Does your event include food concession and/or preparation areas? Yes No

If yes, please describe how food will be served and/or prepared

We will provide water and snack food to the participants. No food will be prepared on-site.

Do you or your vendors intend to cook food in the event area? Yes No

If yes, please specify method:

- Gas Charcoal
 Electric Other (specify) _____

Does your event involve the consumption of alcoholic beverages? Yes No

All alcohol sales must be in accordance with Federal, State of Alabama and City of Gulf Shores regulations. If yes, please check all that apply (**Please refer to Item 2 for required certificates and endorsements**):

- Free Alcohol Beer
 Alcohol Sales Wine
 Host and Sale Alcohol Distilled Spirits

Will items or services be sold at your event? Yes No

If yes, please describe and attach a complete list of vendors and include a sample of the vendor pass that will be used.

Will items or services sold at your event present unique liability issues (e.g. body piercing, massage, animal rides, etc.)? Yes No If yes, please describe or attach a complete list of vendors.

13. ENTERTAINMENT*

Will your event include musical entertainment? Yes No If yes, please explain

Include an attachment listing all bands/performers and performance time schedule.

Will sound checks be conducted prior to the event? Yes No If yes:

Start time _____ Finish time _____

Will sound amplification be used? Yes No If yes:

Start time **07:30 am** Finish time **10:45 am**

Please describe the sound equipment that will be used for your event

A small amplifier with two speakers will be used to address the racers and the spectators prior to the event. The PA system will also be used for the awards ceremony.

Will inflatables, slides, bounce houses, hot air balloons or similar devices be used at your event?
 Yes No If yes, please describe

Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics? Yes No
If yes, please describe

Will your event include the use of any signs*, banners, decorations, or special lighting? Yes No
*Additional permits may be required. Please contact Planning & Zoning at (251) 968-1164 to verify.

If yes, please describe
Sponsors will be allowed to hang banners along the barricades used for blocking the transition area.

14. MARKETING AND PROMOTION

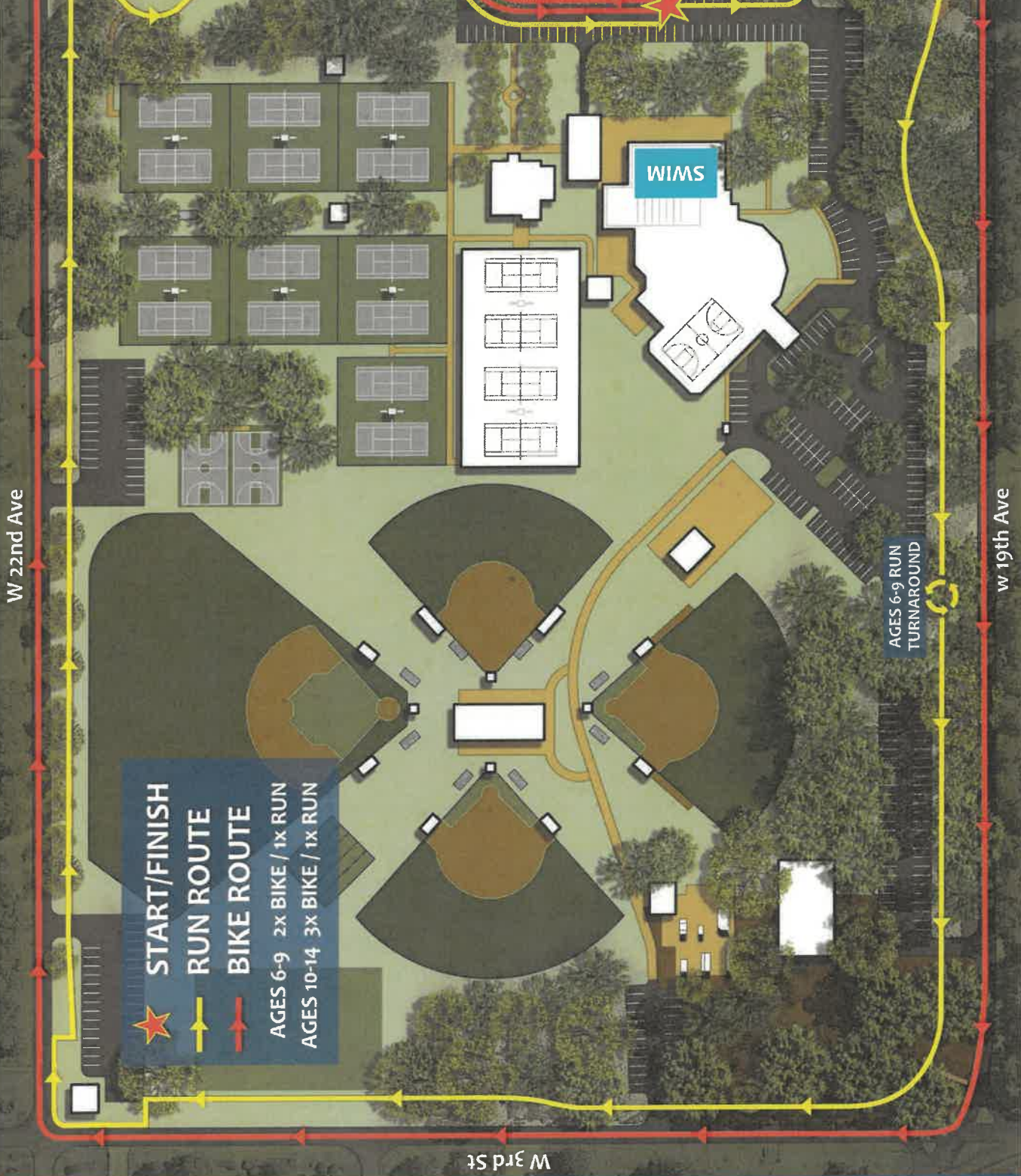
Will this event be marketed, promoted, or advertised in any manner? Yes No
If yes, please describe

The registration of the event will be on Active.com. The Gulf Shores Swim Team will advertise the event through their various social media platforms. Flyers will be created.

Will there be live media coverage during the event? Yes No If yes, please describe
It would be nice and welcomed, but not anticipated.

Will media vehicles be parked within the event venue? Yes No If yes, please describe

Do you have a plan to control or limit the placement and/or distribution of promotional signage, stickers, and other items? Yes No If yes, please describe
Sponsor of the event will be allowed to bring banners and promotional material to the event. All others would be asked to leave.



W 22nd Ave

W 2nd St

W 19th Ave

W 3rd St

START/FINISH
RUN ROUTE
BIKE ROUTE
 AGES 6-9 2x BIKE / 1x RUN
 AGES 10-14 3x BIKE / 1x RUN

AGES 6-9 RUN TURNAROUND

WIMS



COURSE MAP

Emily Tidwell

From: Emily Tidwell
Sent: Tuesday, March 7, 2023 2:39 PM
To: Daniel Netemeyer; Mark Sealy; Lee W. Jones; Brandan Franklin; Grant Brown; Mark Acreman; Noel Hand
Cc: Andy Bauer; Wanda Parris; Mindy Singleton; Amy Denk; Shelby DeBlieux; Layla Andrews; Alicia Talley; Bill Cowan; Joseph R. Taylor; Josh Coleman; George Surry; Melvin Shepard; Samantha Thomas; Brian Dugall; Brigette Reynolds; Lauren Traywick; Lindsey Hart; Robert Rowland
Subject: FW: PhinMan Application for Public Assembly - This one is in September
Attachments: AssemblyPermitPhinManSept2023.pdf; Phinman Course 2023.pdf

Tracking:


Recipient

Daniel Netemeyer
Mark Sealy
Lee W. Jones
Brandan Franklin
Grant Brown
Mark Acreman
Noel Hand

Response

Approve: 3/8/2023 8:38 AM
Approve: 3/7/2023 4:17 PM
Approve: 3/10/2023 10:35 AM
Approve: 3/7/2023 3:41 PM
Approve: 3/8/2023 8:11 AM
Approve: 3/7/2023 5:32 PM
Approve: 3/13/2023 1:10 PM

CITY ADMINISTRATOR

 3/16/23

RESOLUTION NO. -23

**A RESOLUTION
APPROVING AND AUTHORIZING EXECUTION OF
A MEMORANDUM OF UNDERSTANDING
WITH ALABAMA DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES
FOR USE OF THE GULF STATE PARK PIER
FOR 2023 FIREWORKS DISPLAY**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON MARCH 27, 2023, as follows:

Section 1. That the Mayor and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, a Memorandum of Understanding between the City of Gulf Shores and the Alabama Department of Conservation and Natural Resources for use of the Gulf State Park Pier for the staging of the 2023 July 4th Fireworks Celebration; and in substantially the form presented to Council this date.

Section 2. That there are no budget implications.

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

ADOPTED this 27TH day of March, 2023.

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC, City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -23 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on March 27, 2023.

City Clerk

RESOLUTION NO. -23

**A RESOLUTION
APPROVING AND AUTHORIZING EXECUTION
OF A CONTRACT WITH
PYRO SHOWS, INC FOR FIREWORKS DISPLAY
ON JULY 4, 2023 IN AN AMOUNT NOT TO EXCEED \$36,500.00**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON MARCH 27, 2023, as follows:

Section 1. 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 Pyro Shows, Inc. for provision of fireworks display on July 4, 2023 in the amount of \$36,500.00.

Section 2. This item is budgeted within the Programs & Events account # 01-551-65710.

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

ADOPTED this 27th day of March, 2023.

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC
City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -23 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on March 27, 2023.

City Clerk

RESOLUTION NO. - 23

A RESOLUTION
AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF GULF SHORES AND SKIPPER CONSULTING, INC.
TO UPDATE THE CITY'S TRAFFIC SIGNAL COORDINATION
PARAMETERS FOR SIGNALS ALONG STATE HWY 59
IN AN AMOUNT NOT TO EXCEED \$31,300.00

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES,
ALABAMA, WHILE IN REGULAR SESSION ON MARCH 27, 2023, as follows:

Section 1. That the Mayor and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, a professional services contract between the City of Gulf Shores and Skipper Consulting, Inc. to update traffic signal coordination parameters for all signals located along State Hwy 59 and nearby intersections in an amount not to exceed \$31,300.00; in substantially the form presented to Council this date.

Section 2. That in the FY 2023 Budget, there is \$15,000 available in Account #01-565-63320 Engineering/Consulting Services and \$16,000 in Account #01-565-64379 Traffic Lights for this professional services proposal.

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

ADOPTED this 27th day of March, 2023.

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC
City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -23 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on March 27, 2023.

City Clerk

RESOLUTION NO. -22

**A RESOLUTION
ACCEPTING THE PROPOSAL OF
CROWDERGULF FOR PRIMARY DISASTER RECOVERY ASSISTANCE
AS DEFINED IN SCOPE OF WORK AND
AUTHORIZING EXECUTION OF A CONTRACT**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON MARCH 27, 2023, as follows:

Section 1. That the proposal of CrowderGulf for Disaster Recovery Assistance, be and the same is hereby accepted, receiving the highest score based upon qualification, experience, resources, operational plans and unit pricing, among sealed proposals opened on March 1, 2023, as defined in scope of work and/or as specified for additional authorized services.

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 CrowderGulf for Primary Disaster Recovery Assistance following a natural or manmade disaster; in substantially the form presented to Council this date.

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

ADOPTED this 27th day of March, 2023.

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC
City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -23 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on March 27, 2023.

City Clerk

RESOLUTION NO. -23

A RESOLUTION
ACCEPTING THE PROPOSAL OF
CERE ENVIRONMENTAL SERVICES FOR
SECONDARY DISASTER RECOVERY ASSISTANCE
AS DEFINED IN SCOPE OF WORK AND
AUTHORIZING EXECUTION OF A CONTRACT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES,
ALABAMA, WHILE IN REGULAR SESSION ON MARCH 27, 2023, as follows:

Section 1. That the proposal of Ceres Environmental Services for Secondary Disaster Recovery Assistance, be and the same is hereby accepted, based upon their qualifications and unit pricing set forth in their proposal, among sealed proposals opened on March 1, 2023, as defined in scope of work and/or as specified for additional authorized services.

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 Ceres Environmental Services for Secondary Disaster Recovery Assistance Following a Natural or Manmade Disaster; in substantially the form presented to Council this date.

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

ADOPTED this 27th day of March, 2023.

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC
City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -23 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on March 27, 2023.

City Clerk

RESOLUTION NO. - 23

A RESOLUTION
AUTHORIZING EXECUTION OF
A PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF GULF SHORES AND BARGE DESIGN SOLUTIONS
FOR THE CREATION OF AN AIRPORT MASTER PLAN
IN AMOUNT NOT TO EXCEED \$151,619.00

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON MARCH 27, 2023, as follows:

Section 1. That the Mayor and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, a professional service contract between the City of Gulf Shores and Barge Design Solutions for the creation of an Airport Master Plan in an amount not to exceed \$151,619; and in substantially the form presented to Council this date.

Section 2. That funds will come from Executive Account for Airport Master Planning, Traffic Impact Statement Review Fee Account, and Planning & Zoning Department's Engineering and Consulting Services Account.

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

ADOPTED this 27th day of March, 2023.

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC
City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -23 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on March 27, 2023.

City Clerk

RESOLUTION NO. - 23

**A RESOLUTION
ACCEPTING THE BID OF BRABNER & HOLLON, INC.
FOR FIRE RATED DOORS, FRAMES & HARDWARE FOR
GSES RENOVATIONS - BUILDINGS 200 & 300
AND AUTHORIZING EXECUTION OF CONTRACT
IN AN AMOUNT NOT TO EXCEED \$206,600.00**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON MARCH 27, 2023, as follows:

Section 1. That the bid of Brabner and Hollon, Inc. for fire rated doors, frames and hardware for GSES renovations, buildings 200 & 300 be and the same is hereby accepted, being the most qualified and responsible bidders, among sealed bids opened on February 14, 2023.

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 Brabner and Hollon, Inc. for fire rated doors, frames and hardware for GSES renovations, buildings 200 & 300 in an amount not to exceed \$206,600.00; and in substantially the form presented to Council this date.

Section 3. That these materials are budgeted in the 2022-A Debt Issue \$150 million City School (Existing Campus) account #38-879-85000.

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

ADOPTED this 27th day of March, 2023.

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC
City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -23 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on March 27, 2023.

City Clerk

RESOLUTION NO. - 23

**A RESOLUTION
ACCEPTING THE BID OF TARGET SPECIALTY PRODUCTS,
BWI, ADAPCO, LLC & CLARK MOSQUITO CONTROL
FOR MOSQUITO CONTROL PRODUCTS
FOR USE BY THE PUBLIC WORKS STREETS DEPARTMENT
AND AUTHORIZING EXECUTION OF CONTRACTS
IN AN TOTAL AMOUNT NOT TO EXCEED \$30,000.00**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON MARCH 27, 2023, as follows:

Section 1. That the bid of Target Specialty Products, BWI, ADAPCO, LLC & Clark Mosquito Control as defined in bid comparison for Mosquito Control Products to be purchased throughout 2023 be and the same is hereby accepted, based upon the various unit prices, being the most qualified and responsible bidders, among sealed bids opened on March 2, 2023 for a period of one (1) year starting from the date of award with the option to extend for two (2) additional years.

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 Target Specialty Products, BWI, ADAPCO, LLC & Clark Mosquito Control in substantially the form presented to Council this date.

Section 3. That Mosquito Control Products are budgeted in operations account #01-563-66162, Supplies-Mosquito Control in the amount of \$30,000. Products will be purchased throughout the year as needed.

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

ADOPTED this 27th day of March, 2023.

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC
City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -23 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on March 27, 2023.

City Clerk

RESOLUTION NO. -23

**A RESOLUTION
AUTHORIZING EXECUTION OF
A CONTRACT WITH KONE, INC.
FOR ELEVATOR INSPECTION SERVICES &
KONE'S 24/7 CONNECTED SERVICE
IN AN AMOUNT NOT TO EXCEED \$23,240.00**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON MARCH 27, 2023, as follows:

Section 1. 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 KONE, Inc. to provide Elevator Inspection Services & allow the Maintenance Department to utilize KONE's 24/7 Connected Service to make the elevator phones go to KONE wireless instead of the existing land line phone configuration. This contract is for one (1) year to be renewed annually for five (5) additional years based on their U.S. Communities Contract in an amount not to exceed \$23,240.00; in substantially the form presented to Council this date.

Section 2. That maintenance will cancel the existing land line and use savings towards this new service. All related expenses to be allocated towards Public Works Maintenance Contract/Consulting services account #01-564-644332.

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

ADOPTED this 27th day of March, 2023.

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC
City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -23 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on March 27, 2023.

City Clerk

ORDINANCE NO.

**AN ORDINANCE
ASSENTING TO THE ANNEXATION
OF CERTAIN PROPERTY DESCRIBED HEREIN TO
THE CITY OF GULF SHORES, ALABAMA AND
EXTENDING THE CORPORATE LIMITS OF THE CITY
TO INCLUDE SUCH PROPERTY**

WHEREAS, on the 7th of March, 2023 John & Sandra Whiting, owners of all the real property hereinafter described, did file with the City Clerk a petition asking that the said tracts or parcels of land be annexed to and become a part of the City of Gulf Shores; and

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON MARCH 27, 2023 as follows:

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

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

As situated in Baldwin County, Alabama, to-wit:

PPIN #44136
4715 County Road 6
Gulf Shores, AL 36542

Legal Description - 97.97'X1610' Irregular lot beginning at a point on the North right-of-way of County Road 6 which is 1845 ' Southwest of its intersection with North Line of GR 4, run thence Southwest 97.97', thence Northwest 1610'S to the Bon Secour River , thence Northeast along the river 100', thence Southeast 1575' to the Point of Beginning.

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

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

Section 5. That this Ordinance shall become effective upon its adoption and publication as required by law.

ADOPTED this 27th day of MARCH, 2023.

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Ordinance No. (prepared by City Clerk), which Ordinance was duly and legally adopted at a regular meeting of the City Council on March 27, 2023 and the same was duly published as required by law.

City Clerk

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A SECOND AMENDMENT TO FUNDING AND DEVELOPMENT AGREEMENT WATERWAY BOULEVARD EAST, AS AMENDED, BETWEEN THE CITY OF GULF SHORES, ALABAMA AND COASTAL RESORT PROPERTIES LP

WHEREAS, the City of Gulf Shores (the “City”) and Coastal Resort Properties LP (“CRP”) have heretofore executed and delivered a Funding and Development Agreement Waterway Boulevard East dated as of November 23, 2020 (the “Funding and development Agreement”) and a First Amendment to Funding and Development Agreement Waterway Boulevard East dated April 13, 2021 (the “First Amendment”) (the Funding and Development Agreement and the First Amendment are sometimes hereinafter collectively referred to as the “Current Agreement”).

WHEREAS, the Current Agreement is in full force and effect.

WHEREAS, CRP has requested to amend the requirement in the Current Agreement that CRP post a letter of credit in favor of the City as security for the obligations of CRP thereunder.

WHEREAS, the City has agreed to such request upon the condition that, instead of posting a letter of credit in favor of the City as security for the obligations of CRP, CRP wire-transfer liquid funds in the outstanding amount of such letter of credit to an account in the name of the City, which will be drawn on by the City pursuant to procedures set forth in the Agreement defined below.

WHEREAS, the City and CRP have agreed and determined that is in their mutual interest to execute and deliver the Second Amendment to Funding and Development Agreement Waterway Boulevard East to be dated March 27, 2023 (the “Second Amendment”) attached hereto as Exhibit A. The Current Agreement, as amended by the Second Amendment, is sometimes hereinafter collectively referred to as the “Agreement”).

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA AS FOLLOWS:

Section 1. Findings and Representations.

The City of Gulf Shores (the “City”), by and through the City Council, its governing body, does hereby find and determine that the foregoing WHEREAS clauses are accurate and correct in all general respects and are hereby incorporated herein by reference.

Section 2. Authorization of Second Amendment to Funding and Development Agreement Waterway Boulevard East.

(a) The Second Amendment to Funding and Development Agreement Waterway Boulevard East, to be dated March 27, 2023, in substantially the form presented to this meeting, is hereby approved and authorized and the Mayor and City Clerk/Treasurer are further authorized and directed to execute, attest, seal, and deliver the same.

(b) A copy of the substantially final form of such Second Amendment to Funding and Development Agreement Waterway Boulevard East is attached hereto as Exhibit A and incorporated herein by reference.

Section 3. Severability.

The provisions of this Ordinance are severable. In the event that any one or more of such provisions or the provisions of the Warrant shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Ordinance or of the Agreement, and this Ordinance and the Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein or therein.

Section 4. Repeal of Conflicting Provisions.

All ordinances, proceedings and orders or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

STATE OF ALABAMA
BALDWIN COUNTY

CERTIFICATE OF CITY CLERK/TREASURER

I, the undersigned, do hereby certify as follows: (1) I am the duly elected, qualified and City Clerk/Treasurer of the City of Gulf Shores (the "City"), (2) as City Clerk of the City 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, (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a rescheduled regular meeting of the City Council of the City duly held on March 27, 2023, (4) the ordinance set forth in such excerpts is a complete, verbatim and compared copy of such ordinance as introduced and adopted by the City Council on such date, and (5) said ordinance is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk/Treasurer of the City of Gulf Shores and have affixed the official seal of the City, this the 27th day of March, 2023.

Clerk/Treasurer

CITY SEAL

EXHIBIT A

Form of Second Amendment to Funding and Development Agreement Waterway Boulevard East

**SECOND AMENDMENT TO FUNDING AND DEVELOPMENT AGREEMENT
WATERWAY BOULEVARD EAST**

This **SECOND AMENDMENT TO FUNDING AND DEVELOPMENT AGREEMENT WATERWAY BOULEVARD EAST**(the "Second Amendment") is hereby made and entered into on March 27, 2023 (the "Effective Date") by and between the **CITY OF GULF SHORES, ALABAMA**, an Alabama municipal corporation (the "City"), and **COASTAL RESORT PROPERTIES LP**, an Alabama limited partnership (collectively with its successors and assigns, "CRP"). CRP and the City are herein together sometimes referred to individually as a "Party" or collectively as the "Parties."

Recitals

The City and CRP have heretofore executed and delivered a Funding and Development Agreement Waterway Boulevard East dated as of November 23, 2020 (the "Funding and development Agreement") and a First Amendment to Funding and Development Agreement Waterway Boulevard East dated April 13, 2021 (the "First Amendment") (the Funding and Development Agreement and the First Amendment are sometimes hereinafter collectively referred to as the "Current Agreement").

The Current Agreement is in full force and effect.

CRP has requested to amend the requirement in the Current Agreement that CRP post a letter of credit in favor of the City as security for the obligations of CRP thereunder.

The City has agreed to such request upon the condition that, instead of posting a letter of credit in favor of the City as security for the obligations of CRP, CRP wire-transfer liquid funds in the outstanding amount of such letter of credit to an account in the name of the City, which will be drawn on by the City pursuant to procedures set forth in the Agreement defined below.

The City and CRP have agreed and determined that is in their mutual interest to execute and deliver this Second Amendment. The Current Agreement, as amended by this Second Amendment, is sometimes hereinafter collectively referred to as the "Agreement."

Agreement

NOW, THEREFORE, for and in consideration of the foregoing premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, agree and bind themselves as follows:

SECTION 1. AMENDMENTS TO CURRENT AGREEMENT. Section 4 and any other applicable provisions of the Current Agreement are hereby amended to provide that any obligation of CRP to provide a letter of credit is hereby revoked and extinguished. Specific amendments to the Current Agreement are as follows:

(a) Amendment to Section 4(a) of the Current Agreement. Section 4(a) of the Current Agreement, requiring CRP to deliver a letter of credit in favor of the City, is hereby deleted in its entirety and replaced with the following:

“As consideration for the agreements of the City hereunder, CRP shall, not later than 12:00 p.m.

(Gulf Shores, Alabama Time) on March 31, 2023, deposit the sum of \$830,081.89 into an account in the name of the City (the "Reimbursement Account") pursuant to the wire instructions provided to CRP by the City. As of this date, the current amount of Soft Cost expenditures heretofore reimbursed to the City is \$384,918.11.

(b) Amendment to Sections 6(c) and (e) of the Current Agreement. Sections 6(c) and (e) are hereby deleted in their entirety.

(c) Amendment to Section 6(d) of the Current Agreement. Section 6(d) of the Current Agreement is hereby renamed as "Section 6(c)".

(d) Addition of Section 6(d) to the Agreement. Section 6(d) of the Agreement shall read as follows:

"The payment(s) to the City by CRP shall be evidenced by the withdrawal by the City of the Quarterly Reimbursement Amount from the Reimbursement Account."

(e) Amendment to Section 6(f) of the Current Agreement. Section 6(f) of the Current Agreement is hereby renamed as "Section 6(e)." The following sentence shall be added to the end of the renamed Section 6(f), now Section 6(e) of the Current Agreement:

"Within thirty days of the completion of the City Section Work, if the Soft Costs are less than One Million Two Hundred Fifteen Thousand and No/100 (\$1,215,000.00) Dollars, then the difference between the balance of the Soft Costs and the amount remaining in the Reimbursement Account shall be returned to CRP." For example, if the total Soft Costs upon completion of the City Section Work equate to One Million and No/100 (\$1,000,000.00) Dollars, then within thirty days of completion of the City Section Work, the City shall return to CRP Two Hundred Fifteen Thousand and No/100 (\$215,000.00) Dollars.

SECTION 2. Binding Effect; Governing Law. This Agreement shall inure to the benefit of and shall be binding upon the City and CRP and their respective successors and assigns. This Agreement shall be governed exclusively by the applicable laws of the State of Alabama.

SECTION 3. Severability. The provisions of this Agreement shall be severable. In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

SECTION 4. Effective Date. This Funding Agreement shall take effect upon the date hereof.

IN WITNESS WHEREOF, the City and CRP have each caused this Agreement to be duly executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and have caused this Agreement to be dated the date and year first above written.

CITY OF GULF SHORES

ATTEST:

City Clerk/Treasurer

By: _____
Mayor

(SEAL)

COASTAL RESORT PROPERTIES LP

By: Coastal Resort GP LLC
Its General Partner

By: _____
J. Scott Mattei, as Co-Manager

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Robert Craft, whose name, as Mayor of the City of Gulf Shores, a municipal corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of this instrument, she, as such officer, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal this _____ day of March, 2023.

(SEAL)

Notary Public
My Commission Expires

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that J. Scott Mattei, whose name as Co-Manager of Coastal Resort GP LLC, the General Partner of Coastal Resort Properties LP, an Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of this instrument, _he, in such capacity, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

GIVEN under my hand and official seal this _____ day of March, 2023.

(SEAL)

Notary Public
My Commission Expires

ORDINANCE NO.

**AN ORDINANCE TO AMEND THE *CODE OF ORDINANCES*,
ADOPTED JULY 24, 1989, AT CHAPTER 11, CRIMINAL CODE, TO ADD
SECTION 11-10 TO PROHIBIT THE THROWING, TOSSING, OR
DROPPING OF OBJECTS FROM A BALCONY, ROOF TOP, OR OTHER
ELEVATED LOCATION**

WHEREAS, the City Council of the City of Gulf Shores finds that the intentional or reckless throwing, tossing, or dropping of objects from balconies, roof tops, and other elevated places presents a real and present danger of personal injury and property damage that should be prohibited in the interest of the safety and welfare of the residents of the City and its visitors,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON MARCH 27, 2023, as follows:

Section 1. That Chapter 11, Criminal Code, *Code of Ordinances*, adopted July 24, 1989, be and it is hereby amended by the addition of Section 11-10 reading in its entirety as follows:

Section 11-10 – Objects Not To Be Thrown, Tossed, Or Dropped From Balconies Or Other Elevated Places.

- (a) It shall be unlawful for any person, with the intent to cause injury or property damage or recklessly creating the risk of injury or property damage, to intentionally throw, toss, or drop from a balcony, roof top, or other place elevated more than one story above ground level any object capable of causing any injury to another person or any damage to the property of another.

- (b) Violation of this Section 11-10 shall constitute an offense punishable as provided in Section 1-8 of the Code of Ordinances; provided, however, that the nondiscretionary minimum fine to be imposed for violation of this provision shall be \$250.00.

Section 2. That the provisions of this Ordinance are severable and a determination of the invalidity of any portion of this Ordinance shall not affect the validity and enforceability of the remainder of the Ordinance.

Section 3. That this Ordinance shall not be interpreted to repeal any other ordinance of the City of Gulf Shores or any provision of the law of Alabama adopted by operation of Section 1-8 of the City's Code of Ordinances.

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

ADOPTED this 27th day of March, 2023.

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC
City Clerk