



A G E N D A  
RESCHEDULED COUNCIL WORK SESSION MEETING AND  
REGULAR COUNCIL MEETING  
CITY OF GULF SHORES, ALABAMA  
APRIL 13, 2020  
4:00 P.M.

**1. Call To Order**

**2. Invocation - Councilman Steve Jones**

**3. Pledge Of Allegiance**

**4. Roll Call**

**5. Approval Of Minutes**

- a. March 23, 2020 - Regular Council Meeting
- b. March 31, 2020 - Special Meeting

**6. Approval Of Expense Vouchers**

**7. New Business**

A. Resolution - Amend Terms Of Gulf Coast Zoo Project

Documents:

[FIN - AGENDA ITEM SUMMARY - AMEND TERMS GULF COAST ZOO PROJECT.PDF](#)  
[RESO - AMEND TERMS OF GULF COAST ZOO PROJECT.PDF](#)

B. Resolution - Award Professional Services Agreement - Goodwyn, Mills & Cawood, Inc.

Documents:

[ENG - AGENDA ITEM SUMMARY - LAGUNA COVE PROFESSIONAL SERVICES CONTRACT.PDF](#)  
[ENG - LAGUNA COVE PROJECT MAP.PDF](#)  
[ENG - LAGUNA COVE PROPOSAL.PDF](#)  
[RESO - AWARD PROFESSIONAL SERVICES CONTRACT - GOODWYN, MILLS AND CAWOOD, INC. - LAGUNA COVE.PDF](#)

C. Resolution - Reappoint Gulf Shores City School Board Member - Walker

Documents:

[CC - AGENDA ITEM SUMMARY - REAPPOINT - SCHOOL BOARD - WALKER.PDF](#)  
[RESO - REAPPOINT GULF SHORES CITY BOARD OF EDUCATION - WALKER.PDF](#)

D. Resolution - Reappoint Public Park & Recreation Board - Ellis & Myers

Documents:

CC - AGENDA ITEM SUMMARY - REAPPOINT - PUBLIC PARK AND RECREATION BOARD - ELLIS AND MYERS.PDF  
RESO - REAPPOINT PUBLIC PARK AND RECREATION BOARD - ELLIS AND MYERS.PDF

E. Resolution - Reappoint Municipal Court Judge - Hollon

Documents:

CA - AGENDA ITEM SUMMARY - REAPPOINT JUDGE AND PROSECUTOR - HOLLON AND RAINES.PDF  
RESO - REAPPOINT MUNICIPAL COURT JUDGE.PDF

F. Resolution - Reappoint City Prosecutor - Raines

Documents:

CA - AGENDA ITEM SUMMARY - REAPPOINT JUDGE AND PROSECUTOR - HOLLON AND RAINES.PDF  
RESO - REAPPOINT CITY PROSECUTOR.PDF

**8. Committee Reports**

**9. Staff Reports**

**10. Hearing Of Persons Not Listed On Formal Agenda**

**11. Adjourn**



## COUNCIL AGENDA SUMMARY

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

**THROUGH:** Steve Griffin, City Administrator

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

**SUBJECT:** Zoo \$1 million payment and Waiver of 60 “day right to rescind” request due to COVID-19

**DATE:** April 13, 2020

**ISSUE:** The Zoo requests waiver of the City’s 60-day right to rescind requirement set forth in Section 5.12 (b) of its Trust indenture so to immediately release the Zoo’s remaining \$625,000 operational reserve balance for operational expenses being incurred during the Zoo’s closing during the current COVID-19 pandemic in conjunction with a \$1,000,000 City grant.

**BACKGROUND:** In 2017 the City told the Zoo we would give the Zoo \$1,000,000 within 30 days after the Zoo delivered the Certificate of Completion. The Zoo completed all the requirements stipulated by the City to receive \$1 million to assist with operating expenses once all other resources are exhausted. The agreement for the \$1 million with the City provided that if the City determined that the Zoo has not completed its obligations required for a Certificate of Completion, the City has 60 days to claw back the City’s \$1,000,000.

In 2017, in order for Nuveen to agree to buy the Zoo’s bonds, in light of the fact that our \$1,000,000 operating reserve would not be available until the Zoo began operations, the Zoo had to borrow and deposit an additional \$625,000 into the operating reserve in order to satisfy Nuveen to close the deal. That \$625,000 will be released to the Zoo for operating reserves after our 60 day claw back period expires.

The Zoo’s grand opening was March 14, 2020. The Zoo believes it has enough money to last through this March and most of April while being closed during the current COVID-19 pandemic. What the Zoo wants is for the City to deposit the \$1,000,000 immediately, and waive the 60 day claw back, so that the Zoo will immediately have on hand \$1,625,000 of additional operating reserve. In light of the current situation with the Coronavirus, the Zoo has had to close its operations and will need the City’s \$1,000,000 as well as the \$625,000 from their operating reserves to assist with operating expenses sooner than the 60 day period.

**PREVIOUS COUNCIL ACTION:** None



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**BUDGET IMPLICATIONS:** \$1 million budgeted in Amendment 1 for the Zoo

**RELATED ISSUES:** None

**ATTACHMENTS:** Resolution

**DEPARTMENT:** Finance and Administrative Services

**STAFF CONTACT:** Cindy King

**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, the Zoo has requested, and the City has agreed, to waive the City’s 60 day period right of rescission “claw-back” period referenced in Section 5.12 Operating Reserve Fund (b) effective April 13, 2020.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON APRIL 13, 2020, as follows:

**Section 1.** That Resolution No. 5936-18 is hereby amended to waive the City’s 60 day right of rescission “claw-back” period.

**Section 2.** That the Zoo shall be responsible for notifying UMB Bank, N.A., as trustee, of the contents of this resolution.

**Section 3.** That the resolution shall take effect immediately.

ADOPTED this 13<sup>th</sup> day of April, 2020.

\_\_\_\_\_  
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. -20(prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on April 13, 2020.

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



SMALL TOWN, BIG BEACH™

**DATE:** April 6, 2020

**ISSUE:** Laguna Cove Little Lagoon Natural Resources Protection Project Professional Services Agreement – Goodwyn, Mills & Cawood, Inc.

**RECOMMENDATIONS:** Authorize Mayor to execute a professional services agreement with Goodwyn, Mills & Cawood, Inc. (GMC) to provide engineering, architectural and inspection services as required to design and permit various improvements for the Laguna Cove Little Lagoon Natural Resource Protection Project in an amount not to exceed \$130,000.

**BACKGROUND:** The City of Gulf Shores received a Natural Resource Damage Assessment (NRDA) grant from the Alabama Department of Conservation and Natural Resources (ADCNR) to acquire a 53 acre tract of land formally known as the Laguna Cove development. The NRDA grant also stipulated the City must conserve and restore the natural resources of the property and provide passive outdoor recreation.

The property has 6100 feet of shoreline on Little Lagoon, and has significant areas of wetlands and other critical habitat. Protection of this important natural area will serve to enhance water quality and habitat for the Little Lagoon watershed, while providing passive public recreation opportunities.

The project scope will include:

1. Protection and restoration of critical habitat and wetlands
2. Dune restoration with Fish & Wildlife
3. Public restrooms
4. Low-impact public parking
5. Passive recreation opportunities such as kayaking, birding, and interpretive boardwalks

The City advertised for a Request for Qualifications (RFQ) to select a qualified firm to provide design services for this project. We received five responses from various firms and scored each firm through an evaluation of eight criteria by a team comprised of four City representatives. GMC scored the highest of the qualifications received, and we therefore recommend them for this project. Once selected, GMC and the City will host one or more public involvement meetings to solicit citizen input as we develop the project.



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**PREVIOUS COUNCIL ACTION:** Acceptance of the NRDA grant and the Laguna Cove property.

**BUDGET IMPLICATIONS:** There is \$220,000 budgeted for this contract within the \$1,450,000 in FY 2020, Account #01-501-80911, Land Acquisition and Improvements. All expenditures related to this professional services contract are 100% reimbursed through the NRDA grant.

**RELATED ISSUES:** NRDA Grant, Laguna Cove property acquisition

**ATTACHMENTS:** Vicinity Map, GMC Proposal

**DEPARTMENT:** Executive, Engineering

**STAFF CONTACTS:** Dan Bond, Mark Acreman



Laguna Cove Little Lagoon Natural Resource Protection

GOODWYN, MILLS & CAWOOD, INC.

Professional Services Agreement

PART 1. GENERAL

THIS AGREEMENT, including attachments as hereinafter noted, made and entered into and between Goodwyn, Mills & Cawood, Inc. and the Client identified herein, provides for the Professional Services described under Part 3 of this Agreement.

Client: City of Gulf Shores

Address: PO Box 299

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

Contact Person: Mark Acreman are

Phone: (251) 968-1443 Email: macreman@gulfshoresal.gov

Short Title: Laguna Cove/Little Lagoon, or the "Project"

PART 2. GENERAL DESCRIPTION OF PROJECT SITE:

Parcels 68113 & 229018  
West Beach Boulevard  
Gulf Shores, AL

PART 3. DESCRIPTION OF PROFESSIONAL SERVICES to be provided by Goodwyn, Mills & Cawood, Inc. are identified below:

See Attachment A

PART 4. THE COMPENSATION TO BE PAID Goodwyn, Mills & Cawood, Inc. for providing the requested Services shall be as follows:

See Attachment A

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

CITY OF GULF SHORES  
SIGNED: \_\_\_\_\_  
TYPED NAME: Robert Craft  
TITLE: Mayor  
DATE: \_\_\_\_\_

GOODWYN, MILLS & CAWOOD, INC.:  
SIGNED: \_\_\_\_\_  
TYPED NAME: Douglas A. Bailey, P.E.  
TITLE: Project Manager  
DATE: March 25, 2020

**PART 5. TERMS AND CONDITIONS**

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

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

Initials\_\_\_\_\_

**5.15 ADDITIONAL SERVICES NOT REQUIRING OWNER'S WRITTEN AUTHORIZATION:** When necessary GMC will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, GMC need not request or obtain specific advance written authorization from Owner. GMC shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Additional services shall be compensated in accordance with the hourly rates presented in attached Exhibit, or by a lump sum fee if requested by the Owner.

- A. Services in connection with work change directives and change orders to reflect changes requested by Owner.
- B. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
- C. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- D. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- E. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
- F. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
- G. Services during the Construction Phase rendered after the original date for completion of the Work.
- H. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
- I. While at the Site, compliance by GMC and its staff with those terms of Owner's or Contractor's safety program provided to GMC subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

Initials\_\_\_\_\_

**ATTACHMENT A**  
**SCOPE OF SERVICES**

Goodwyn, Mills & Cawood, Inc. (GMC) shall perform the following professional services.

Improvement Design Services: Lump Sum \$120,000

GMC will provide the professional architectural and engineering services required to design and obtain permitting for the proposed restroom structures, the kayak launch, boardwalks, pathways, and public parking area. The proposed layout will be based upon the sketch plan that was provided to GMC by the City. It is our understanding that some of the elements of the plan will be rearranged based upon meeting(s) with the City to formulate the final plan.

Construction Inspection: Lump Sum \$10,000

It is our understanding that the City will provide the day-to-day inspection and oversight of the project through the Public Works and Building Departments and will utilize GMC on an as needed basis. GMC proposed to provide two site visits during the environmental/dune restoration process, two site visits during the grading/paving, two site visits during the boardwalk/kayak launch construction, and four site visits during the vertical construction phase.

RESOLUTION NO. -20

**A RESOLUTION  
AUTHORIZING AND DIRECTING THE  
MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY,  
A PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF GULF SHORES AND  
GOODWYN, MILLS & CAWOOD, INC. RELATED TO  
THE LAGUNA COVE LITTLE LAGOON NATURAL RESOURCES PROJECT  
IN AN AMOUNT NOT TO EXCEED \$130,000.00**

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON APRIL 13, 2020, 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 Goodwyn, Mills & Cawood, Inc. to provide engineering, architectural and inspection services as required to design and permit various improvements for the Laguna Cove Little Lagoon Natural Resource Protection Project in an amount not to exceed \$130,000; in substantially the form presented to Council this date; and

**Section 2.** That funding for this contract is included in the FY 2020 Budget in Account #01-501-80911, Land Acquisition and Improvements and is 100% reimbursed through the NRDA grant.

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

ADOPTED this 13<sup>th</sup> day of April, 2020.

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Robert Craft, Mayor

ATTEST:

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Wanda Parris, MMC  
City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -20 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on April 13, 2020.

---

City Clerk



SMALL TOWN, BIG BEACH

## COUNCIL AGENDA SUMMARY

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

**FROM:** Wanda Parris, City Clerk

**SUBJECT:** Gulf Shores City Board of Education Reappointment – Kelly Walker

**DATE:** April 13, 2020

**ISSUE:** Reappoint Kelly Walker to the Gulf Shores City Board of Education to serve a full term of 5 years.

**BACKGROUND:** Mrs. Walker's term is set to expire on December 4, 2020. Section 16-11-3 of the Code of Alabama requires the City Council to annually appoint board members at their regular meetings in April to succeed those whose term or terms of office expire that year.

**PREVIOUS COUNCIL ACTION:** Mrs. Walker was originally appointed on December 4, 2017.

**ATTACHMENTS:** Resolution – Gulf Shores City Board of Education Reappointment – Walker

**DEPARTMENT:** Executive Department

**STAFF CONTACT:** Wanda Parris

**RESOLUTION NO. - 20**

**A RESOLUTION  
REAPPOINTING KELLY WALKER  
TO THE GULF SHORES CITY BOARD OF EDUCATION  
TO SERVE A FULL TERM OF FIVE YEARS  
ENDING ON APRIL 13, 2025**

---

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON APRIL 13, 2020, as follows:

**Section 1.** That Kelly Walker be and she is hereby reappointed to the Gulf Shores City Board of Education to serve a full term of five years ending on April 13, 2025.

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

ADOPTED this 13th day of April, 2020.

---

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. -20 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on April 13, 2020.

---

City Clerk



SMALL TOWN, BIG BEACH

## **COUNCIL AGENDA ITEM SUMMARY**

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

**FROM:** Wanda Parris, City Clerk

**DATE:** April 6, 2020

**ISSUE:** Reappointment - Public Park and Recreation Board – Ellis & Myers

**BACKGROUND:** On April 10, 2017 Gary Ellis and Jarett Myers were appointed to the Public Parks and Recreation Board. Both have agreed to continue to serve and would like to be reappointed to serve a full term of 4 years ending on March 28, 2024.

**RECOMMENDATION:** Confirm reappointment of Mr. Gary Ellis and Mr. Jarett Myers to the Public Park and Recreation Board for a term of four years ending March 28, 2024.

**BUDGET IMPLICATIONS:** None

**RELATED ISSUES:** None

**DEPARTMENT:** Executive

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

**RESOLUTION NO. -20**

**A RESOLUTION  
REAPPOINTING GARY ELLIS  
AND JARETT MYERS TO THE  
PUBLIC PARK AND RECREATION BOARD**

---

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON APRIL 13, 2020, as follows:

**Section 1.** That Gary Ellis be and he hereby is reappointed to the Public Park and Recreation Board to serve a term of four years ending on March 28, 2024.

**Section 2.** That Jarett Myers be and he hereby is reappointed to the Public Park and Recreation Board to serve a term of four years ending on March 28, 2024.

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

ADOPTED this 13th day of April, 2020.

---

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. -20 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on April 13, 2020.

---

City Clerk



SMALL TOWN, BIG BEACH

## COUNCIL AGENDA SUMMARY

**DATE:** April 13, 2020

**TO:** Mayor Craft, City Council

**FROM:** City Administrator

**ISSUE:** Reappointment of Municipal Court Judge and City Prosecutor

**RECOMMENDATION:** Reappoint Judge Frank Hollon for 2 year term  
Reappoint Prosecutor, Attorney Ken Raines for 2 year term

**PREVIOUS COUNCIL ACTION:** In April, 2012, the Council has reappointed Judge Frank Hollon as Municipal Court Judge and Attorney Ken Raines as the Municipal Prosecutor. Each appointment term is set at two years.

**BUDGET IMPLICATIONS:**

If reappointed, Judge Frank Hollon's annual salary will be \$50,469.80.

Also, if reappointed, Municipal Prosecutor Kenneth Raines monthly minimum retainer will be \$2,807.52, plus the following stipulations: Upon services rendered in excess of the regular hours each month, additional remuneration at the hourly rate of \$90.00 may be billed to the City by Mr. Raines and approved by the Administrative Officer or Mayor.

Pursuant to Section 12-14-33, Code of Alabama 1975, in the pay period beginning January 1 of each year hereafter and/or at such time as all City employees are eligible to receive an annual salary adjustment that the Municipal Court Judge and Municipal Court Prosecutor will receive the same consideration. They both are eligible to participate in the City's insurance program at their own expense.

**RELATED ISSUES:** None

**DEPARTMENT:** Municipal Court and Executive Department

**STAFF CONTACT:** Ken McKenzie, Senior Court Magistrate  
Steve Griffin, City Administrator

RESOLUTION NO. -20

A RESOLUTION  
REAPPOINTING THE HONORABLE FRANK T. HOLLON  
AS MUNICIPAL JUDGE FOR THE CITY OF GULF SHORES  
FOR A TWO-YEAR TERM ENDING APRIL 16, 2022,  
PURSUANT TO SECTION 12-14-30,  
*CODE OF ALABAMA 1975*

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES,  
ALABAMA, WHILE IN REGULAR SESSION ON APRIL 13, 2020, as follows:

**Section 1.** That the Honorable Frank T. Hollon be and he is hereby reappointed as Judge for the Municipal Court for the City of Gulf Shores, Alabama, at the current annual salary of \$50,469.80 for a two-year term beginning April 16, 2020 and ending April 16, 2022, pursuant to Section 12-14-30, *Code of Alabama 1975*; and

**Section 2.** That pursuant to Section 12-14-33, Code of Alabama 1975, in the pay period beginning January 1 of each year hereafter and/or at such time as all City employees are eligible to receive an annual salary adjustment that the Municipal Court Judge will receive the same consideration; and

**Section 3.** Judge Hollon is eligible to participate in the City's insurance program upon submission of an application for insurance to the HR Department. The City shall subtract from his monthly salary the insurance costs for single or family coverage under the City's group insurance program as provided to all City employees; and

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

ADOPTED this 13th day of April, 2020.

\_\_\_\_\_  
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 here certify that the foregoing is a true and correct copy of Resolution No. -20 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on April 13, 2020.

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



SMALL TOWN, BIG BEACH

## COUNCIL AGENDA SUMMARY

**DATE:** April 13, 2020

**TO:** Mayor Craft, City Council

**FROM:** City Administrator

**ISSUE:** Reappointment of Municipal Court Judge and City Prosecutor

**RECOMMENDATION:** Reappoint Judge Frank Hollon for 2 year term  
Reappoint Prosecutor, Attorney Ken Raines for 2 year term

**PREVIOUS COUNCIL ACTION:** In April, 2012, the Council has reappointed Judge Frank Hollon as Municipal Court Judge and Attorney Ken Raines as the Municipal Prosecutor. Each appointment term is set at two years.

**BUDGET IMPLICATIONS:**

If reappointed, Judge Frank Hollon's annual salary will be \$50,469.80.

Also, if reappointed, Municipal Prosecutor Kenneth Raines monthly minimum retainer will be \$2,807.52, plus the following stipulations: Upon services rendered in excess of the regular hours each month, additional remuneration at the hourly rate of \$90.00 may be billed to the City by Mr. Raines and approved by the Administrative Officer or Mayor.

Pursuant to Section 12-14-33, Code of Alabama 1975, in the pay period beginning January 1 of each year hereafter and/or at such time as all City employees are eligible to receive an annual salary adjustment that the Municipal Court Judge and Municipal Court Prosecutor will receive the same consideration. They both are eligible to participate in the City's insurance program at their own expense.

**RELATED ISSUES:** None

**DEPARTMENT:** Municipal Court and Executive Department

**STAFF CONTACT:** Ken McKenzie, Senior Court Magistrate  
Steve Griffin, City Administrator

RESOLUTION NO. -20

**A RESOLUTION  
REAPPOINTING THE HONORABLE KENNETH R. RAINES,  
ATTORNEY AT LAW,  
TO THE POSITION OF PROSECUTOR FOR THE MUNICIPAL COURT  
OF THE CITY OF GULF SHORES, ALABAMA;  
AND DEFINING COMPENSATION, BENEFITS,  
AND ESTABLISHING FEES AND EXPENSES  
ELIGIBLE FOR REIMBURSEMENT**

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON APRIL 13, 2020, as follows:

**Section 1.** That the Honorable Kenneth R. Raines is hereby reappointed as Prosecutor for the Municipal Court of the City of Gulf Shores, Alabama effective April 13, 2020 for a term of two years; and

**Section 2.** That a monthly minimum retainer of \$2,807.52 shall be paid to Mr. Raines as remuneration for the regular hours of legal services rendered each month as the Prosecutor in and for the Municipal Court of the City of Gulf Shores, plus the following stipulations:

*Upon services rendered in excess of the regular hours each month, additional remuneration at the hourly rate of \$90.00 may be billed to the City by Mr. Raines and approved by the Administrative Officer or Mayor.*

*No charges shall be made for travel time or travel expenses.*

**Section 3.** That pursuant to Section 12-14-33, Code of Alabama 1975, in the pay period beginning January 1 of each year hereafter and/or at such time as all City employees are eligible to receive an annual salary adjustment that the Municipal Court Prosecutor will receive the same consideration.

Mr. Raines is also eligible to participate in the City's insurance program upon submission of an application for insurance to the HR Department. The City shall subtract from his monthly retainer the insurance costs for single or family coverage under the City's group insurance program as provided to all City employees; and

**Section 4.** That should Mr. Raines be unable to represent the City of Gulf Shores as Prosecutor, the City shall be represented by an individual from Mr. Raines' firm; and

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

ADOPTED this 13th day of April, 2020.

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Robert Craft, Mayor

ATTEST:

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Wanda Parris, MMC  
City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -20 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on April 13, 2020.

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City Clerk