



**AGENDA  
REGULAR COUNCIL MEETING  
CITY OF GULF SHORES, ALABAMA  
SEPTEMBER 27, 2021  
4:00 P.M.**

**1. Call To Order**

**2. Invocation**

A. Councilman Stephen E. Jones

**3. Pledge Of Allegiance**

**4. Roll Call**

**5. Approval Of Minutes**

a. Regular Council Meeting - September 13, 2021

b. Special Meeting - September 20, 2021

c. Council Work Session Meeting - September 20, 2021

**6. Approval Of Expense Vouchers**

**7. Presentation Of Petitions, Requests And Communications**

A. Public Assembly Permit Application - GSHS Community Homecoming Tailgate

Documents:

[ASSEMBLY PERMIT - GSHS HOMECOMING TAILGATE.PDF](#)

**8. New Business**

A. Resolution - Award Bid - Perennial Rye Grass Seed

Documents:

[RESO - AWARD BID - PERENNIAL RYE GRASS SEED.PDF](#)

B. Resolution - Reschedule Business License Revocation Hearing

Documents:

[RESO - RESCHEDULE BUSINESS LICENSE REVOCATION HEARING.PDF](#)

C. Resolution - Authorize Lease Agreement - J & J Enterprises, LLC

Documents:

[RESO - AUTHORIZE CONTRACT J AND J ENTERPRISES LLC \(2\).PDF](#)

D. Resolution - Ratify Lease Agreement - Legal Air Properties, LLC

Documents:

[RESO - RATIFY LEASE AGREEMENT - LEGAL AIR PROPERTIES, LLC.PDF](#)

E. Resolution - Municipal Court Dates 2022

Documents:

[RESO - MUNICIPAL COURT DATES 2022.PDF](#)

F. Ordinance - Fifth Amendment To Project Development Agreement - DD Partners

Documents:

[ORD - FIFTH AMENDMENT TO PROJECT DEVELOPMENT AGREEMENT - DD PARTNERS .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: **Homecoming Tailgate**  
**Gulf Shores High School**

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

#### Applicant

Name: **Gulf Shores High School**

Address: **600 E 15th Ave Gulf Shores, AL 36542**

Phone #: **(251) 968-4747**

Cell #:

Email: **ocorcoran@gsboc.org**

Web Address:

#### Event Organizer

Name: **Brandi Owens / Owen Corcoran**

Address: **600 E 15th Ave Gulf Shores, AL 36542**

Phone #: **(251) 968-4747**

Cell #:

Email: **ocorcoran@gsboc.org**

#### Purpose

- Athletic/Recreation
- Outdoor Market
- Parade

- Concert/Performance
- Fitness
- Festival/Fair

- Social
- Demonstration/Rally
- Other

#### Event Description

**Community Homecoming Tailgate**

Location\* **1 Gulf Place**

Address:

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

**Attendance**

Anticipated Attendance Total **250** Per Day

**Dates/Times\***

Setup Date/Time Dismantle Date/Time

Event Start Date **10/14/21** Event End Date **10/14/21**

\*\*Event Hours **10AM** **9 PM**

**\*If requesting multiple days please detail each day and time of operation in the Site Plan.  
\*\*Please indicate the intended daily event start and end time(s).**

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

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

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

**2. INSURANCE CERTIFICATE AND ENDORSEMENTS**

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

**3. ACKNOWLEDGEMENT AND SIGNATURE**

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

Print Name of Applicant

Brandi Owens

Signature

B. Owens

Date

9/14/21

**PERMIT AUTHORIZATION - FOR OFFICIAL USE ONLY**

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


## Emily Tidwell

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**From:** Emily Tidwell  
**Sent:** Monday, September 20, 2021 1:31 PM  
**To:** Edward J. Delmore; Mark Sealy; Lee W. Jones; Brandan Franklin; Grant Brown; Mark Acreman; Noel Hand  
**Cc:** Andy Bauer; Wanda Parris; Matt Young; Mindy Singleton; Temple Smith; Layla Andrews; Alicia Talley; Jason Woodruff; Josh Coleman; Melvin Shepard; George Surry; Bill Cowan; Brian Dugall; Brigitte Reynolds; Lindsey Hart; Shelby DeBlieux; Lauren Traywick  
**Subject:** Assembly Permit - Homecoming Tailgate  
**Attachments:** HOMECOMING TAILGATE (002).pdf

Tracking:	Recipient	Delivery	Read	Response
	Edward J. Delmore	Delivered: 9/20/2021 1:31 PM	Read: 9/20/2021 2:14 PM	Approve: 9/20/2021 2:15 PM
	Mark Sealy	Delivered: 9/20/2021 1:31 PM	Read: 9/20/2021 3:38 PM	Approve: 9/20/2021 3:39 PM
	Lee W. Jones	Delivered: 9/20/2021 1:31 PM		Approve: 9/20/2021 3:43 PM
	Brandan Franklin	Delivered: 9/20/2021 1:31 PM		Approve: 9/21/2021 10:21 AM
	Grant Brown	Delivered: 9/20/2021 1:31 PM		
	Mark Acreman	Delivered: 9/20/2021 1:31 PM	Read: 9/20/2021 3:02 PM	Approve: 9/20/2021 3:02 PM
	Noel Hand	Delivered: 9/20/2021 1:31 PM	Read: 9/20/2021 1:32 PM	Approve: 9/21/2021 9:08 AM
	Andy Bauer	Delivered: 9/20/2021 1:31 PM	Read: 9/20/2021 2:08 PM	Approve: 9/20/2021 2:11 PM
	Wanda Parris	Delivered: 9/20/2021 1:31 PM	Read: 9/20/2021 1:50 PM	Approve: 9/20/2021 1:50 PM
	Matt Young	Delivered: 9/20/2021 1:31 PM	Read: 9/20/2021 1:34 PM	Approve: 9/22/2021 3:49 PM

CITY ADMINISTRATOR

 9/22/21

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## Timeline of Events

10 am – 4 pm: Set up

4pm: Gates Open

6pm: Pep Rally

8 pm: event ends

9 pm: clean up complete



- Milton Band
- Parkings
- tailgaters
- Simmons<sup>2</sup> Audio and/or Band
- Fire pits
- Corn hole
- tents
- Culinary



**RESOLUTION NO. -21**

**A RESOLUTION  
ACCEPTING THE BID OF  
COASTAL INDUSTRY SUPPLY FOR  
PERENNIAL RYE GRASS SEED AND  
AUTHORIZING EXECUTION OF CONTRACT**

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON SEPTEMBER 27, 2021, as follows:

**Section 1.** That the bid of Coastal Industry Supply of \$2.85 per pound for perennial rye grass seed for various sports fields and common areas throughout the City, be and the same is hereby accepted, being the sole bid received and opened on September 8, 2021.

**Section 2.** That Coastal Inventory Supply's initial unit price was \$3.10 per pound, but as the sold bid received, City staff was able to negotiate the unit price down to \$2.85 per pound.

**Section 3.** 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 Coastal Industry Supply for one year starting from the date of award; in substantially the form presented to Council this date.

**Section 4.** That the purchase of rye grass seed is budgeted within the Recreation and Cultural Affairs Department and the Public Works Department's operating budgets.

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

ADOPTED this 27th day of September, 2021.

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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. -21 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on September 27, 2021.

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City Clerk

**RESOLUTION NO. -21**

**A RESOLUTION  
AMENDING RESOLUTION NO. 6452-21  
RESCHEDULING THE BUSINESS LICENSE REVOCATION HEARING  
FOR GULF SHORES LANDFILL, LLC**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON SEPTEMBER 27, 2021, as follows:

**Section 1.** That based upon information reported to the City Council, the Council finds that cause may exist under Code of Ordinances Section 8-31(a) for revocation of Business License BL #13-012003 issued on January 25, 2021 to Gulf Shores Landfill, LLC.

**Section 2.** That at the regularly scheduled City Council Meeting on September 13, 2021 the Council adopted Resolution No. 6452-21 to extend and reschedule the hearing on the matter of revocation of the business license of Gulf Shores Landfill, LLC until 4:00 p.m. on September 27, 2021 during the regularly scheduled City Council Meeting.

**Section 3.** Furthermore, upon review of additional information and with awareness of an ongoing investigation potentially related to business license revocation issues and zoning regulation violations, and upon recommendation of the City Attorney and without objection by the licensee's legal counsel, the City Council hereby amends Resolution No. 6452-21 and resets the date of the business license revocation hearing to Monday, October 11, 2021 at 4:00 p.m. during the regularly scheduled City Council Meeting.

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

ADOPTED this 27th day of September, 2021.

\_\_\_\_\_  
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. -21 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on September 27, 2021.

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

**RESOLUTION NO. -21**

**A RESOLUTION  
AUTHORIZING THE MAYOR AND CITY CLERK,  
TO EXECUTE AND ATTEST, RESPECTIVELY,  
AN EXTENSION OF THE LEASE AGREEMENT BETWEEN THE  
CITY OF GULF SHORES AND  
J & J ENTERPRISES, LLC**

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON SEPTEMBER 27, 2021, as follows:

**Section 1.** That the Mayor and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, a renewal of the rental lease agreement for an existing medical office building located at 204 West 19<sup>th</sup> Avenue in Gulf Shores, Alabama between the City of Gulf Shores and J & J Enterprises, LLC.

**Section 2.** The office will continue to be occupied by the Gulf Shores medical provider, Symbol Clinic, for a term commencing January 1, 2022 through December 31, 2022, for an amount of \$2788.73 per month and with an option to renew one additional year (2023) with a 3% increase in the monthly rental rate; and 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 September, 2021.

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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. -21 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on September 27, 2021.

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City Clerk

**RESOLUTION NO. - 21**

**A RESOLUTION  
APPROVING, CONFIRMING AND RATIFYING  
THE AIRPORT AUTHORITY'S EXECUTION OF A  
LAND LEASE AGREEMENT BETWEEN THE  
AIRPORT AUTHORITY AND LEGAL AIR PROPERTIES, LLC**

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WHEREAS, ratification of a new lease between Legal Air Properties, LLC and the Airport Authority for 14,345sf of land in the southwest corporate hangar area complex for the construction of a 60sf x 80sf aircraft storage hangar facility; and

WHEREAS, the southwest corporate hanger area is a restricted non-public access area for construction of and use for aircraft storage only. This is a non-commercial lease with Authority standard provisions, conditions and rents in effect; and

WHEREAS, with this lease, the Airport Authority revenues will increase \$4,025.94 per year; and

WHEREAS, in compliance with the executed 2008 amended and restated Lease, Assignment, and Operating Agreement between the City and the Authority, Council authorization, ratification and confirmation is requested as follows:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON SEPTEMBER 27, 2021, as follows:

**Section 1.** The Authority did, at its Board Meeting of August 23, 2021 by the passing of Resolution 796-21 approve the issuance of a Land Lease between the Airport Authority of the City of Gulf Shores and Legal Air Properties, LLC for the construction and operation of a 14,345sf corporate aircraft storage facility.

**Section 2.** In accordance with paragraph 1.10 of the Amended and Restated Airport Lease Agreement between the Authority and the City, the Authority has requested approval by the City Council of such action.

**Section 3.** That the action of the Authority approving the issuance of a land lease between the Authority and Legal Air Properties, LLC located at the Jack Edwards National Airport on land owned by the City and leased to the Authority, be and it is hereby confirmed, ratified and approved as presented.

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

ADOPTED this 27<sup>th</sup> day of September, 2021.

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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. -21 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on September 27, 2021.

---

City Clerk

**RESOLUTION NO. -21**

**A RESOLUTION  
ESTABLISHING THE  
PLACE, DATES, AND TIMES FOR  
THE GULF SHORES MUNICIPAL COURT  
TO HOLD OPEN SESSION FOR THE PURPOSE OF  
HEARING MATTERS WITHIN ITS JURISDICTION  
DURING THE PERIOD FROM  
JANUARY 2, 2022 THROUGH DECEMBER 3, 2022**

WHEREAS, Section 12-14-13, *Code of Alabama 1975*, provides that the municipal court shall hold court only at the times and place provided by the municipal governing body; and,

WHEREAS, the City Council has determined the place, dates, and times at which Court shall be held, as set forth below;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON SEPTEMBER 27, 2021, as follows:

**Section 1.** That the place for holding open court by the Municipal Court of the City of Gulf Shores, Alabama, during the year 2022 shall be in the Municipal Court Building, 203 Clubhouse Drive, Suite A, Gulf Shores, Alabama.

**Section 2.** That the time for holding Plea Docket Court (the first court date of each month) shall be at 2:00 p.m. The time for holding Trial Docket Court (the second court date of each month) shall be at 2:00 p.m.

**Section 3.** That the dates for holding open court by the Municipal Court of the City of Gulf Shores, Alabama, are hereby established for the year 2022 as being:

MONTH	ARRAIGNMENT/ PLEA DATE	TRIAL DATE
JANUARY	6 <sup>TH</sup>	20 <sup>th</sup>
FEBRUARY	3 <sup>rd</sup>	17 <sup>TH</sup>
MARCH	3 <sup>rd</sup>	17 <sup>th</sup>
APRIL	7 <sup>th</sup>	21 <sup>st</sup>
	12 <sup>th</sup> *	19 <sup>th</sup>

MAY		
JUNE	2 <sup>nd</sup>	16 <sup>th</sup>
JULY	7 <sup>th</sup>	21 <sup>st</sup>
AUGUST	4 <sup>th</sup>	18 <sup>th</sup>
SEPTEMBER	1 <sup>st</sup>	15 <sup>th</sup>
OCTOBER	6 <sup>th</sup>	20 <sup>th</sup>
NOVEMBER	3 <sup>rd</sup>	17 <sup>th</sup>
DECEMBER	1 <sup>st</sup>	15 <sup>th</sup>

Currently no conflict perceived with any City of Gulf Shores observed Holidays for the year.

**Based on 1st and 3rd Thursday of Month unless conflict arises.**

\* May 5th Arraignment moved to May 12<sup>th</sup> due to possible conflict with Certification Training.

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

ADOPTED this 27th day of September, 2021.

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

ATTEST:

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

**CERTIFICATE**

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -21 (prepared by City Clerk) which Resolution was duly and legally adopted at a regular meeting of the City Council on September 27, 2021.

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

**ORDINANCE NO.**

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**AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE PROJECT DEVELOPMENT AGREEMENT DATED JULY 23, 2018 BETWEEN THE CITY AND DD PARTNERS, LLC**

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WHEREAS, on July 23, 2018 the City Council (the “Council”) adopted (i) Resolution No. 6017-18 (the “Resolution”), making certain findings with respect to Amendment Nos. 750/772 of the Alabama Constitution of 1901, as amended, and, following the adoption of such Resolution, adopted (ii) Ordinance No. 1902 (the “Ordinance”) thereunder, approving, among other things, a Project Development Agreement dated July 23, 2018 (the “Agreement”) with DD Partners, LLC (the “Company”), and the issuance by the City of a Limited Obligation Project Revenue Warrant, Series 2019-A, to be dated the date of delivery (the “Warrant”), payable to the Company (or registered assigns), pursuant to said Amendment No. 750.

WHEREAS, the Company has previously requested and the City has previously agreed to certain amendments, specifically with respect to the extension of the Project Commencement and Completion Dates, pursuant to Ordinance Nos. 1937, 1963, 1990, and 1993.

WHEREAS, the Company has presently requested and the City has presently agreed to a subsequent amendment with respect to the extension of the Project Commencement Date.

WHEREAS, the Council has determined that it is in the best interest of the City to agree to such fifth extension.

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 Fifth Amendment to Project Development Agreement.**

(a) The Fifth Amendment to Project Development Agreement, 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 substantial form of such Fifth Amendment to Project Development 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 Warrant, and this Ordinance and the Warrant 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 regular meeting of the City Council of the City duly held on September 27, 2021, (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 27<sup>th</sup> day of September, 2021.

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

CITY SEAL

## EXHIBIT A

### FIFTH AMENDMENT TO PROJECT DEVELOPMENT AGREEMENT

This **FIFTH AMENDMENT TO PROJECT DEVELOPMENT AGREEMENT** (the "Fifth Amendment") is hereby made and entered into on \_\_\_\_\_, 2021 (the "Effective Date") by and between the **CITY OF GULF SHORES, ALABAMA**, an Alabama municipal corporation (the "City"), and **DD PARTNERS, LLC**, an Alabama limited liability company (collectively with its successors and assigns, the "Company"). The Company and the City are herein together sometimes referred to individually as a "Party" or collectively as the "Parties."

The Project Development Agreement, as heretofore amended the four prior Amendments to Project Development Agreement, and this Fifth Amendment, are sometimes herein collectively referred to as the "Agreement."

#### Recitals

Subject to the conditions set forth herein, the Company has informed the City and the Council that the Company is unable to begin the Project by the Project Commencement Date, and has accordingly requested that the Council extend the Project Commencement Date.

#### 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:

### ARTICLE I

#### PAYMENT(S) TO THE CITY

(a) The Company will, within 15 days of the date hereof, pay to the City, in a single payment and in immediately available funds, pursuant to the wire instructions provided to the Company by the City, the sum of \$200,000. In consideration of such payment by the Company to the City, the City and the Company agree that the Company shall have the sole right in its discretion to terminate the Agreement no later than December 31, 2021.

(b) In order to exercise such termination option, the Company shall deliver written notice to the Mayor advising the City of the Company's exercise of such option no later than December 20, 2021. If the Mayor timely receives such notice, the Agreement shall be terminated effective on the date of the Mayor's receipt of the notice, and the Mayor shall return a written acknowledgment of receipt of such notice to the Company.

(c) If the Agreement is terminated no later than December 31, 2021 pursuant to the procedure set forth in the preceding subsection (b), the City will, no later than January 15, 2022, wire transfer \$200,000 to the Company in a single payment and in immediately available funds pursuant to the wire instructions provided to the City by the Company.

(d) However, if the Agreement is not terminated by December 31, 2021 pursuant to the procedure set forth in (b) above, then (i) the \$200,000 paid to the City by the Company in (a) above

becomes irrevocable and non-refundable property of the City, and (ii) the Company must pay to the City an additional irrevocable and non-refundable \$200,000 to the City in a single payment and in immediately available funds, pursuant to the wire instructions provided to the Company by the City, not later than January 15, 2022. If the Company fails to pay the additional \$200,000 to the City by January 15, 2022, then the City shall have the sole right in its discretion to terminate this Agreement for a period of 45 days by providing written notice of such termination to the Company.

(e) This Fifth Amendment shall not be effective unless and until the City receives the first \$200,000 payment described in (a) above. If the City does not receive the payment described in (a) above, this Fifth Amendment, and the ordinance of the City authorizing this Fifth Amendment, shall be repealed, terminated, and of no further force or effect.

## **ARTICLE II**

### **AMENDMENT OF CERTAIN DEFINITIONS IN SECTION 1.1 OF THE AGREEMENT, AS HERETOFORE AMENDED**

The following definitions, as heretofore amended, are deleted in their entirety and are hereby replaced as follows:

“Project Commencement Date” means June 30, 2022.

“Project Completion Date” means September 30, 2024.

## **ARTICLE III**

### **AMENDMENT OF SECTION 5.1(c)(ii)**

All references to the “fifth (5<sup>th</sup>) anniversary date of the Effective Date” in Section 5.1(c)(ii) shall be replaced with and construed to mean the following: “September 30, 2024.”

## **ARTICLE IV**

### **MISCELLANEOUS**

**Section 1. Severability.** The provisions of this Ordinance are severable. In the event that any one or more of such provisions shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Ordinance, and this Ordinance shall be construed and enforced as if such illegal or invalid provision had not been contained herein or therein.

**Section 2. 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.

**IN WITNESS WHEREOF**, the City and Company 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":**

**CITY OF GULF SHORES**

By: \_\_\_\_\_  
Mayor

ATTEST:

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

(SEAL)

**"COMPANY":**

**DD PARTNERS, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**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 \_\_\_\_\_, 2021.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

**STATE OF ALABAMA** )  
\_\_\_\_\_ **COUNTY** )

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Ron Durham, whose name as Member of DD Partners, LLC, an Alabama limited liability company, 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 \_\_\_\_\_, 2021.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_