

**1. Call To Order**

**2. Invocation**

- A. Youth Pastor Josh Williams, Gulf Shores United Methodist Church

**3. Pledge Of Allegiance**

**4. Roll Call**

**5. Approval Of Expense Vouchers**

**6. Approval Of Minutes**

- a. September 14, 2020 - Special Meeting  
b. September 14, 2020 - Regular Council Meeting

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

- A. Hurricane Sally Update  
B. GSPD - Swear In New Deputy Chief - Dan Netemeyer And Officer Award Presentation

**8. New Business**

- A. Resolution - Support Amendment 2 - Baldwin Beach Express II Project

Documents:

[RESO - SUPPORT BALDWIN BEACH EXPRESS EXPANSION PROJECT.PDF](#)  
[CA - AGENDA ITEM SUMMARY - AMENDMENT 2 NOV 3 2020 ELECTION SUPPORT.PDF](#)

- B. Resolution - Adopt Transportation Plan FY2021

Documents:

[RESO - ADOPT TRANSPORTATION PLAN FY2021.PDF](#)  
[ENG - AGENDA ITEM SUMMARY - REBUILD ALABAMA GAS TAX FUND - COUNCIL MEMO.PDF](#)

- C. Resolution - Award Bid - Bleacher Shade Structures

Documents:

[RESO - AWARD BID - BLEACHER SHADE STRUCTURES.PDF](#)  
[ENG - AGENDA ITEM SUMMARY - BLEACHER SHADE STRUTURES.PDF](#)  
[ENG - BLEACHER SHADE STRUCTURES - BID TAB.PDF](#)

- D. Resolution - Award Bid - Perennial Rye Grass Seed

Documents:

[RESO - AWARD BID - PERENNIAL RYE GRASS SEED BID.PDF](#)  
[RAC - AGENDA ITEM SUMMARY - RYE GRASS BID AWARD.PDF](#)

- E. Resolution - Authorize Gulf Shores Utilities Surplus Property

Documents:

RESO - GSU SURPLUS PROPERTY.PDF  
CC - AGENDA ITEM SUMMARY - GSU SURPLUS PROPERTY.PDF  
CC - GSU RESOLUTION NO 238 20.PDF

F. Resolution - Authorize Agreement - AirMedCare Network

Documents:

RESO - AUTHORIZE AGREEMENT - AIRMEDCARE NETWORK MUNICIPAL  
MEMBERSHIP.PDF  
FD - AGENDA ITEM SUMMARY-AIR GROUND MEMBERSHIP.PDF  
FD - AMCN - 2020-21 MSP AGREEMENT AIR GROUND PRORATED - CITY  
OF GULF SHORES.PDF

**9. Mayor Updates**

**10. Committee Reports**

**11. Staff Reports**

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

**13. Adjourn**

**RESOLUTION NO. -20**

**A RESOLUTION  
IN SUPPORT OF AMENDMENT 2  
BALDWIN BEACH EXPRESS II EXPANSION PROJECT**

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**WHEREAS**, the City of Gulf Shores in the State of Alabama does hereby find as follows:

**WHEREAS**, a local, constitutional amendment proposing the expansion of the Baldwin Beach Express with a new roadway, the Baldwin Beach Express II, connecting Interstate 10 to Interstate 65 is on the Baldwin County General Election ballot on November 3, 2020; and

**WHEREAS**, Amendment 2 on the General Election ballot proposes the establishment of a toll authority to oversee this roadway extension, projected to cost \$200 million, to be fully paid for by users of the new roadway; and

**WHEREAS**, development of the proposed new roadway will NOT require the closure of or limited access to any current transportation routes or roadways, ensuring that only those visitors and citizens who wish to use the new road will pay for it; and

**WHEREAS**, Baldwin County has experienced rapid growth and development in five years' time, making the Baldwin Beach Express II critical infrastructure in order to establish a strong and ready foundation for the future economic security and prosperity of our citizens; and

**WHEREAS**, an additional roadway will secure a safe and efficient alternative evacuation route for Baldwin County residents and visitors during hurricane season and provide an additional route for public safety and health officers to assist the community in the event of a natural disaster; and

**WHEREAS**, Baldwin County has long been a world class destination for visitors and beachgoers from throughout the country and promoting enhanced accessibility for visitors is vital for Baldwin County residents whose businesses thrive off tourist and visitor traffic; and

**WHEREAS**, the proposed additional roadway will provide additional economic opportunity for the citizens of Baldwin County by providing a new transportation artery adjacent to the Baldwin County Economic Development Megasite; and

**WHEREAS**, the proposed Baldwin Beach Express II will enhance the overall quality of life for the citizens of Gulf Shores and Baldwin County alike for generations to come;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON SEPTEMBER 28, 2020, as follows:**

**Section 1.** That the City of Gulf Shores does hereby endorse and strongly supports Amendment 2 and the proposed establishment of a toll authority to financially support and expeditiously construct the expansion of the Baldwin Beach Express II.

**Section 2.** That the Mayor is hereby authorized to take such action as he deems necessary to communicate and implement the City's support of this development; and

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

ADOPTED this 28<sup>TH</sup> day of September, 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 September 28, 2020.

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City Clerk



SMALL TOWN, BIG BEACH

## COUNCIL AGENDA SUMMARY

**DATE:** September 28, 2020  
**TO:** Mayor, City Council  
**FROM:** Steve Griffin, City Administrator

**ISSUE:** Request that the City Council approve a resolution in support of Amendment 2 on the Baldwin County General Election ballot November 3, 2020 a local, constitutional amendment proposing a toll authority to oversee the expansion of the Baldwin Beach Express with a new 24.5 mile roadway, the Baldwin Beach Express II, connecting Interstate 10 to Interstate 65

**BACKGROUND:** Amendment 2 on the General Election ballot proposes the establishment of a toll authority to oversee this roadway extension, projected to cost \$200 million, to be fully paid for by users of the new roadway. Development of the proposed new roadway will be an alternative to any and all current transportation routes or roadways.

Baldwin County has experienced rapid growth and development making this proposed roadway critical infrastructure. An additional roadway will secure an additional safe and efficient alternative evacuation route for Baldwin County / Gulf Shores residents and visitors during hurricane season and provide an additional route for public safety and health officers to assist the community in the advent of a natural disaster.

**RECOMMENDATION:** Recommend the City Council support Amendment 2 and approve the attached resolution.

**BUDGET IMPLICATIONS:** Not applicable

**ATTACHMENTS:** Draft recommended resolution

**DEPARTMENT:** Executive Department

**STAFF CONTACT:** Steve Griffin, City Administrator

**RESOLUTION NO. -20**

**A RESOLUTION  
ADOPTING A CITY OF GULF SHORES  
FY2021 TRANSPORTATION PLAN**

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WHEREAS, in March, 2019, the Alabama Legislature passed the Rebuild Alabama Act (HB2) implementing a statewide gas tax increase to help with transportation infrastructure funding; and

WHEREAS, the City of Gulf Shores received \$48,000 in 2020 and is slated to receive an estimated \$64,000 in FY2021, and \$80,000 annually thereafter; and

WHEREAS, in order to be eligible to receive funds and continue to participate in the program, each municipality must first adopt an annual transportation plan and continue to follow the stated guidelines of the initial program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON SEPTEMBER 28, 2020, as follows:

**Section 1.** That in accordance with the Rebuild Alabama Act signed into law on March 12, 2019, the City of Gulf Shores hereby adopts an annual Transportation Plan and will use the Rebuild Alabama revenue allocation, of an estimated \$64,000.00 during the FY 2021, to assist in the funding of roadway improvements, repairs, resurfacing, reconstruction or maintenance of the following roads and bridges within the City of Gulf Shores existing street/road network during said fiscal year; and

Gulf Beach Walking District Improvements

Annual City Streets Resurfacing and Pedestrian Improvement Projects

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

Adopted this 28th day of September, 2020.

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

ATTEST:

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

**C E R T I F I C A T I O N**

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 September 28, 2020.

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



SMALL TOWN, BIG BEACH™

**DATE:** 09/28/20

**ISSUE:** Gulf Shores FY2021 Transportation Plan

**RECOMMENDATION:** Adopt the Gulf Shores FY2021 Transportation Plan to meet the eligibility requirements of HB 2 Rebuild Alabama Gas Tax Funds. Included in the Gulf Shores FY2021 Transportation Plan are the following projects that the City Council also adopted in the FY2021 Capital Budget:

1. Gulf Beach Walking District Improvements
2. Annual City Streets Resurfacing and Pedestrian Improvements

**BACKGROUND:** In 2019, the Alabama Legislature passed a statewide gas tax increase to help with transportation infrastructure funding. Of the new taxes collected by the Alabama Department of Revenue:

- 8.33% shall be allocated and disbursed to the municipalities of the state to be used for transportation infrastructure improvement, preservation and maintenance, as provided for in this act, as follows:
  - 25% of this amount shall be allocated equally among the municipalities of the state.
  - 75% of this amount shall be allocated among the municipalities of the state on the basis of the ratio of the population of each municipality to the total population of all municipalities of the state according to the last and any subsequent federal decennial census commencing April 1, 2010.

Based on the above breakdown, Gulf Shores received approximately \$48,000 in 2020, an estimated \$64,000 in 2021 and \$80,000 annually thereafter.

The City did receive \$48,000 in HB 2 Rebuild Alabama Gas Tax Funds in FY2020.

**PREVIOUS COUNCIL ACTION:** Adoption of Resolution 6181-19 to fund FY2020 Transportation Plan

**BUDGET IMPLICATIONS:** The City would have an additional revenue source of \$64,000 in FY2021 to fund annual transportation and pedestrian improvements.

**RELATED ISSUES:** None

**ATTACHMENTS:**

- Draft Resolution

**DEPARTMENT:** Engineering

**STAFF CONTACT:** Mark Acreman, City Engineer

**RESOLUTION NO. -20**

**A RESOLUTION  
ACCEPTING THE BID OF MCELHENNEY CONSTRUCTION, LLC  
FOR SPORTSPLEX BLEACHER IMPROVEMENTS  
AND AUTHORIZING EXECUTION OF A CONTRACT IN AN AMOUNT  
NOT TO EXCEED \$96,058**

---

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON September 28, 2020 as follows:

**Section 1.** That the bid of McElhenney Construction, LLC for Sportsplex Improvements – Frame Supported Shade Structures over Bleachers, be and the same is hereby accepted, being the lowest, most responsible, among sealed bids opened on September 28, 2020 in an amount of \$96,058.00 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 McElhenney Construction, LLC for Sportsplex Bleacher Improvements – frame supported shade structures over the bleachers at the Varsity Softball and Baseball fields at the Sportsplex; in substantially the form presented to Council this date.

**Section 3.** That this project is being funded from the City School System Appropriation, via account #01-679-60093. The overall estimated renovation project cost is approximately \$300,000.

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

ADOPTED this 28<sup>th</sup> day of September, 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 September 28, 2020.

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City Clerk



SMALL TOWN, BIG BEACH™

**DATE:** September 24, 2020

**ISSUE:** Bleacher Shade Structures Bid

**RECOMMENDATION:** Award Bleacher Shade Structures contract to McElhenney Construction, LLC in an amount not to exceed \$96,058.

**BACKGROUND:** The City opened bids on Tuesday, September 22, 2020 for Bleacher Shade Structures. McElhenney Construction, LLC was the lowest conforming bidder with a total bid amount of \$96,058. Engineering recommends award of the contract to McElhenney.

This contract is to provide and install frame supported shade structures over the bleachers at the Varsity Softball and Baseball fields at the Sportsplex. This project is part of the larger scope of work to renovate the Varsity fields.

**PREVIOUS COUNCIL ACTION:** None

**BUDGET IMPLICATIONS:** This project is being funded from the City School Appropriation, via account #01-679-60093. The overall estimated renovation project cost is approximately \$300,000.

**RELATED ISSUES:** None

**ATTACHMENTS:**

- Bid Tabulation

**DEPARTMENT:** Engineering

**STAFF CONTACT:** Clint Colvin



**BID TABULATION SHEET**

Project Name: Bleacher Shade Structures  
 Requisition No. 2020-

Bid Date: 9/22/2020  
 Bid Opening Time: 2:00 PM

Bidder's Name	<u>McElhenney</u>	<u>Asphalt Services</u>		
City, State	<u>Mobile, AL</u>	<u>Spanish Fort, AL</u>		
Bond	<u>50% Bond</u>	<u>50% Bond</u>		
Affidavits	<u>yes</u>	<u>yes</u>		
Addenda Received	<u>yes</u>	<u>yes</u>		
Notes	<u>AL # 49555</u>	<u>AL # 22479</u>		
Bid Amount GRAND TOTAL	<u>\$ 96,058.00</u>	<u>\$ 107,275.00</u>		

OPENED BY: [Signature]

TABULATED BY: [Signature]

WITNESS BY: [Signature]

**RESOLUTION NO. -20**

**A RESOLUTION  
ACCEPTING THE BID OF  
GULF COAST ORGANIC FOR  
PERENNIAL RYE GRASS SEED AND  
AUTHORIZING EXECUTION OF CONTRACT**

---

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON SEPTEMBER 28, 2020, as follows:

**Section 1.** That the bid of Gulf Coast Organics (GCO) based on the unit price of \$1.17 per pound, for various sports fields and common areas throughout the City, be and the same is hereby accepted, being the most conforming and most responsible, among sealed bids opened on September 22, 2020.

**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 Gulf Coast Organics (GCO) for one year starting from the date of award; in substantially the form presented to Council this date.

**Section 3.** 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 4.** That this Resolution shall become effective upon its adoption.

ADOPTED this 28th day of September, 2020.

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 September 28, 2020.

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City Clerk



## Memorandum

Date: September 22, 2020  
To: Mayor Craft, City Council  
From: Grant Brown   
Cc: Steve Griffin   
Subject: Award Perennial Rye Grass Seed Bid to Gulf Coast Organic (GCO)

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**ISSUE:** Award Perennial Rye Grass Seed Bid to Gulf Coast Organic (GCO)

**BACKGROUND:** Each year the Parks Division and Landscape Division over seed numerous areas of the City including our athletic fields, common areas around the municipal facilities, Gulf Place and the City Schools. Because the annual expense exceeds \$15,000 we publicly bid the purchase to conform to State Bid Law. On September 22, 2020, sealed bids were opened for the purchase of Perennial Rye Grass seed.

**RECOMMENDATIONS:** Bids were received from four (4) companies. Harrell's from Lakeland Florida submitted the lowest conforming bid with the unit price of \$1.145 per pound and a total of \$20,610. Gulf Coast Organics from Foley Alabama submitted the second lowest conforming bid of \$1.17 per pound and a total of \$21,060 which is \$450 higher. Our bid documents allow us to purchase from a Baldwin County person, firm or corporation, whose bid is no more than five percent (5%) greater than the lowest bid.

As such, we are recommending the bid award to Gulf Coast Organics (GCO) based on the unit price of \$1.17 per pound.

**BUDGET IMPLICATIONS:** The purchase of rye grass seed is budgeted within the Recreation and Cultural Affairs Department and the Public Works Department's operating budgets.

**RELATED ISSUES:** None

**ATTACHMENTS:** Bid Tabulation of bid results.

**DEPARTMENT:** Recreation and Cultural Affairs Department and Public Works Department

**STAFF CONTACT:** Grant Brown/Noel Hand



SMALL TOWN, BIG BEACH

BID FORM - PERENNIAL RYE GRASS SEED

Description	Estimated Quantity	Unit Price	Extended Price
Perennial Rye Grass Seed 3 Way Blend	18,000 Lbs.	\$ 1.17 / Lb.	\$ 21,060. <sup>00</sup>
Delivery, FOB City of Gulf Shores	One (1) Deliveries	\$ 0 / Delivery	\$ 0. <sup>00</sup>
<b>BID TOTAL \$</b>			<u>21,060.<sup>00</sup></u>

The bidder acknowledges receipt of the following addenda covering revisions to the bid documents, and states that the costs, if any, of such revisions have been included in the base bid and other prices quoted herein:

Addendum No. 1 Dated: Sept. 14, 2020  
 Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Note: If no addenda have been received, write in "none."

Gulf Coast Organic, Inc.  
 Company Name  
10505 A County Rd 65  
 Street Address  
Foley, AL 36535  
 City, State, Zip

[Signature]  
 Company Representative  
(251) 952-4769  
 Phone  
(251) 943-5398  
 Fax  
pchapman@gcogrows.com  
 E-Mail



SMALL TOWN, BIG BEACH

**BID FORM - PERENNIAL RYE GRASS SEED**

Description	Estimated Quantity	Unit Price	Extended Price
Perennial Rye Grass Seed 3 Way Blend	18,000 Lbs.	\$ 1.145 / Lb.	\$ 20,610.00
Delivery, FOB City of Gulf Shores	One (1) Deliveries	\$ / Delivery	\$ no charge
<b>BID TOTAL</b>			<b>\$ 20,610.00</b>

The bidder acknowledges receipt of the following addenda covering revisions to the bid documents, and states that the costs, if any, of such revisions have been included in the base bid and other prices quoted herein:

Addendum No. none Dated: \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Note: If no addenda have been received, write in "none."

Harrell's, LLC  
 Company Name  
5105 New Tampa Hwy  
 Street Address  
Lakeland, FL 33815  
 City, State, Zip

Bryan Scroggins  
 Company Representative  
205-732-4759  
 Phone  
863-904-1540  
 Fax  
bscroggins@Harrells.com  
 E-Mail



BID TABULATION SHEET

Project Name: Perennial Rye Grass Seed  
 Requisition No. 2020-0916

Bid Date: September 22, 2020  
 Bid Opening Time: 1:00 P.M.

Bidder's Name	HARRELLS	SITONE LANDSCAPE	GREENGRO SOLUTIONS	GULF COAST ORGANICS
City, State	Lakeland, FL	Cleveland, OH	Norcross, GA	Foley, AL
Bond	—	—	—	—
Affidavits				
Addenda Received	—			
Notes	Free Delivery	Free Delivery	Free Delivery	Free Delivery
Bid Amount	20,610.00	21,960.00	22,320.00	21,060.00
GRAND TOTAL				21,060.00

← + \$450.00

OPENED BY: *Theresa Lech...*

TABULATED BY: *Kathy Brewer*

WITNESS BY: *[Signature]*

**RESOLUTION NO. - 20**

**A RESOLUTION  
AUTHORIZING GULF SHORES UTILITIES BOARD  
TO DECLARE CERTAIN PERSONAL PROPERTY SURPLUS  
AND UNNEEDED; AND AUTHORIZING DISPOSAL OF SUCH PROPERTY**

---

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON SEPTEMBER 28, 2020, as follows:

**Section 1.** That the following personal property owned by the Utilities Board of the City of Gulf Shores, Alabama, has been deemed to be surplus and no longer needed:

One (1) 2016 Ford F-150 Truck VIN No. 1FTEX1CF9GFC00938

**Section 2.** That the Utilities Board of the City of Gulf Shores be and they are hereby authorized and directed to dispose of the personal property owned by The Board, described in the above listing, by appropriate legal methods.

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

ADOPTED this 28th day of September, 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 September 28, 2020.

City Clerk



SMALL TOWN, BIG BEACH

## COUNCIL AGENDA SUMMARY

**DATE:** September 28, 2020

**ISSUE:** The Utilities Board of the City of Gulf Shores is seeking Council authorization to dispose of unneeded surplus personal property owned by the Utilities Board.

**BACKGROUND:** Since 2001, the Council has approved a Resolution authorizing the Utilities Board to dispose of surplus and unneeded equipment and property as necessary.

**RECOMMENDATION:** Approve Resolution for disposal of surplus and unneeded property as shown on the GSU Resolution No. 238-20.

**BUDGET IMPLICATIONS:** None

**RELATED ISSUES:** None

**ATTACHMENTS:** GSU Resolution 238-20

**DEPARTMENT:** Gulf Shores Utilities

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

RESOLUTION NO. 238-20

A RESOLUTION AUTHORIZING THE GENERAL MANAGER  
TO SURPLUS PERSONAL PROPERTY

---

WHEREAS, THE UTILITIES BOARD OF THE CITY OF GULF SHORES, ALABAMA HAS CERTAIN ITEMS OR PERSONAL PROPERTY THAT ARE NO LONGER NEEDED FOR OPERATION.

NOW, THEREFORE, BE IT RESOLVED BY THE UTILITIES BOARD OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN SCHEDULED SESSION ON August 27, 2020, as follows:

SECTION 1. The following personal property owned by The Utilities Board of the City of Gulf Shores by this resolution is declared surplus and no longer useful for utility operations:

One (1) 2016 Ford F-150 Truck

VIN No. 1FTEX1CF9GFC00938

SECTION 2. That the General Manager will be and is hereby authorized and directed to dispose of the personal property owned by The Utilities Board of the City of Gulf Shores as described in Section 1, above, in accordance with applicable laws and regulations.

SECTION 3. That this resolution shall become effective upon its adoption.

Done this the 27th day of August, 2020.

BOARD SEAL

THE UTILITIES BOARD OF THE  
CITY OF GULF SHORES

  
Michael Diehl, Chairman

  
Billy Adcock, Secretary

**RESOLUTION NO. -20**

**A RESOLUTION  
AUTHORIZING AND DIRECTING THE  
MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY,  
THE RENEWAL OF A ONE (1) YEAR MUNICIPAL SITE MEMBERSHIP AGREEMENT  
BETWEEN AIRMEDCARE NETWORK AND THE CITY OF GULF SHORES  
IN AN AMOUNT NOT TO EXCEED \$205,085.00**

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WHEREAS, the City of Gulf Shores recognized the need to provide leading edge healthcare for its citizens without the exorbitant out of pocket expenses for air and ground ambulance service even after co-pays.

WHEREAS, Medstar Emergency Medical Service is the exclusive ground ambulance provider in Baldwin County, who also operates two medical helicopters. Together, we found a solution that we felt greatly benefited the citizens of Gulf Shores who live within the corporate limits and on September 23, 2019, Council adopted Resolution 6189-19 authorizing the Mayor and City Clerk to execute an agreement with AirMedCare Network to provide Ground Ambulance and Air Emergency Transport Service at a substantially reduced rate to the residents of Gulf Shores.

WHEREAS, the term of this initial municipal site membership agreement will expire September 30, 2020 and therefore it is necessary for the Council to authorize renewal of the agreement for an additional year and also provide an additional payment for the remaining portion of the municipal site membership service for the 2020 term beginning October 1, 2020 and ending December 31, 2020 in an amount not to exceed \$205,085.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON SEPTEMBER 28, 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 municipal site membership agreement between the City of Gulf Shores and AirMedCare Network to provide Ground Ambulance and Air Emergency Transport Service to the residents of Gulf Shores from October 1, 2020 through December 31, 2021 in an amount not to exceed \$205,085.00; and in substantially the form presented to Council this date.

**Section 2.** The annual agreement will now be changed to a calendar year term of one (1) year, commencing on January 1, 2021 and ending December 31, 2021.

**Section 3.** That the AirMedCare Network shall provide Ground Ambulance and Air Emergency Transport Service to the residents of Gulf Shores from October 1, 2020 through December 31, 2021 in an amount not to exceed \$205,085.00 and shall be paid from the FY2020 in an

amount not to exceed \$42,000.00 and FY2021 General Fund - Fire Department Budget in an amount not to exceed \$164,000.00 from Account No. 01-535-65250; and

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

ADOPTED this 28<sup>th</sup> day of September, 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 September 28, 2020.

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



SMALL TOWN, BIG BEACH™

**DATE:** September 28, 2020

**ISSUE:** Renewal of AirMedCare Network Municipal Site Membership Agreement for Emergency Air and Ground Ambulance Service in an amount not to exceed \$205,085.00; update term of agreement to calendar year renewal; and

**RECOMMENDATION:** Authorize Renewal of Public/Private Partnership Agreement with the AirMedCare Network to continue to provide residents living within the City of Gulf Shores corporate limits prepaid membership for ground ambulance and helicopter/air emergency transport through the AirMedCare Network Municipal Site Membership; update term of agreement to calendar year; and payment for continued service during last quarter of 2020.

**BACKGROUND:** The City of Gulf Shores' Vision 2025 Key Strategy to provide leading edge healthcare for our citizens was the starting point of this project. Identifying ways to improve the health, safety, and general wellbeing of our residents is paramount. One issue identified by staff is the high cost of non-covered emergency transport service via ambulance and helicopter. We are aware through our personal and professional experience that residents have experienced exorbitant out of pocket medical bills for air and ground ambulance even after co-pays. Looking for solutions to this issue, we approached MedStar Emergency Medical Services. They are the exclusive ground ambulance provider in Baldwin County, who also operate two medical helicopters. The AirMedCare Network is a program that allows cities to participate and offer the provision of ground ambulance and air emergency transport services at a substantially reduced rate to citizens who live within the corporate limits of Gulf Shores. In September, 2019, the City Council authorized the initial agreement to offer this healthcare membership to local citizens.

**PREVIOUS COUNCIL ACTION:** In order to participate in this program, the City Council adopted Resolution No. 6189-20 to approve a one year municipal site membership agreement with AirMedCare Network to provide ground ambulance and air emergency transport services to citizens who live within the corporate limits of Gulf Shores.

Residents are covered under an AirMedCare Network municipal site membership when transported by Medstar Air Care 1 and Medstar Emergency Medical Services (or any other AirMedCare Network Provider). City of Gulf Shores Corporate Limit Resident Benefits:

- NO OUT OF POCKET EXPENSE for the City of Gulf Shores Corporate Limit Residents insured at the time of transport when pick up location is in Baldwin County, Alabama.
- DISCOUNTED TRANSPORT BILL for City of Gulf Shores Corporate Limit Resident's uninsured at the time of transport when pickup location is within Baldwin County, Alabama. Bill reduced to the Medicare Allowable Rate.



SMALL TOWN, BIG BEACH™

- Residents are eligible to upgrade to full member status at \$45/yr (\$35/yr over 60) providing a \$40 to \$50/yr discount! If you are a current member, and your membership is set to expire within the next year, you will be able to renew for the \$45 rate as well.

**BUDGET IMPLICATIONS:** This is a budgeted annual expense of \$164,000.00 in the 2021 General Fund Budget for the Fire Department – Account #01-535-65250; and payment for service during last quarter of 2020 in an amount not to exceed \$42,000.00 from General Fund Budget for the Fire Department – Account #01-535-65250.

**ATTACHMENTS:**

- AirMedCare Network Municipal Site Membership Agreement
- Draft Resolution

**DEPARTMENT:** Fire and Emergency Services

**STAFF CONTACT:** Chief Mark Sealy



Plan Code: 15254

**AirMedCare Network Municipal Site Membership  
For City of Gulf Shores, AL**

**Organization:** City of Gulf Shores, AL  
**Address:** PO Box 299  
Gulf Shores, AL 36547  
**Contact:** Steve Griffin  
**Phone:** 251-968-1124  
**Email:** sgriffin@gulfshoresal.gov  
**County:** Baldwin County

**Membership Sales Manager/ Base:** Wes McAden MT145

**Covered Individuals and Air Transports:**

Any individual who resides within the boundaries of Gulf Shores, AL when transported for medical necessity by Med-Trans Corporation (or any AirMedCare Network Provider) will be covered under the standard terms and conditions for an AirMedCare Network membership (attached), except:

- Transport must be from a pickup location in Baldwin County, AL; and
- If the covered individual transported is uninsured at the time of transport, Med-Trans will bill the covered individual at the "Medicare Allowable Rate" for the transport.

**Covered Individuals and Transports for Ground Ambulance:**

Any individual who resides within the boundaries of Gulf Shores, AL when transported for medical necessity by Lifeguard, dba Medstar Emergency Medical Services, LLC will be covered under the standard terms and conditions for a Medstar Emergency Medical Services membership (attached), except:

- Transport must be from a pickup location in Baldwin County, AL; and
- If the covered individual transported is uninsured at the time of transport, Med-Trans will bill the covered individual at the "Medicare Allowable Rate" for the transport.

**Fees:**

City of Gulf Shores, AL will pay to AirMedCare Network a total of \$205,085 to come due 1/1/2022.

**Upgrade Benefit to Covered Individuals:**

Any individual who resides within the boundaries of Gulf Shores, AL may elect to obtain a full AirMedCare Network household membership (which eliminates the exceptions listed above) by completing an application and paying the following fees:

Standard Annual Rate	*Senior Annual Rate
\$45	\$35
<i>*Senior rate is available to the primary and secondary household member if they are 60 years of age or older.</i>	

Any individual who resides within the boundaries of Gulf Shores, AL may elect to obtain a full Medstar Emergency Medical Services household membership (which eliminates the exceptions listed above) by completing an application and paying the following fees:

Standard Annual Rate
\$35

**Duration:**

This agreement will be effective upon AirMedCare Network's receipt of (a) this agreement signed by the participating Organization AND (b) payment of the amount as provided above. This agreement will be effective for one (1) year, and will be evaluated by both parties for renewal at least thirty (30) days prior to the end of the one (1) year term.



## Terms and Conditions

AirMedCare Network is an alliance of affiliated air ambulance providers\* (each a “**Company**”). An AirMedCare Network membership automatically enrolls you as a member in each Company’s membership program. Membership ensures the patient will have no out-of-pocket flight expenses if flown by a Company by providing prepaid protection against a Company’s air ambulance costs that are not covered by a member’s insurance or other benefits or third party responsibility, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient’s medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown.
2. AMCN Provider air ambulance services may not be available when requested due to factors beyond its control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews. Emergent ground ambulance transport of a member by an AMCN Provider will be covered under the same terms and conditions.
3. Members who have insurance or other benefits, or third party responsibility claims, that cover the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or third party responsibility available to the member to have been fully prepaid. The AMCN Provider reserves the right to bill directly any appropriate insurance, benefits provider or third party for services rendered, and members authorize their insurers, benefits providers and responsible third parties to pay any covered amounts directly to the AMCN Provider. Members agree to remit to the AMCN Provider any payment received from insurance or benefit providers or any third party for air medical services provided by the AMCN Provider, not to exceed regular charges. Neither the Company nor AirMedCare Network is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Company nor AirMedCare Network will be responsible for payment for services provided by another ambulance service.**
4. Membership starts 15 days after the Company receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.
5. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Company that they are not Medicaid beneficiaries.
6. These terms and conditions supersede all previous terms and conditions between a member and the Company or AirMedCare Network, including any other writings, or verbal representations, relating to the terms and conditions of membership.

\*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC — These terms and conditions apply to all AirMedCare Network participating provider membership programs, regardless of which participating provider transports you.

**LIFEGUARD EMERGENCY GROUND AMBULANCE MEMBERSHIP AGREEMENT  
SERVICE AREA: BALDWIN COUNTY, AL**

**MEMBERSHIP BENEFITS:** Lifeguard, dba Medstar Emergency Medical Services, LLC, is the exclusive ground ambulance provider in Baldwin County, AL. Lifeguard membership benefits apply only to medically necessary, emergency ground ambulance transports conducted by Lifeguard within Baldwin County (**Covered Transports**). For Covered Transports, Lifeguard will waive any amounts (e.g., co-pays, deductibles and balance billing) owed by the Member to Lifeguard after applying any amounts received from applicable insurance, other benefits and responsible third parties. Normal billing will apply to non-Covered Transports.

- Medically necessary, emergency transports involve the transport of a patient with a sudden, unforeseen medical condition with symptoms of sufficient severity such that the absence of immediate medical attention could result in placing the health of the patient in serious jeopardy. Emergency transports always result in taking the patient to the closest appropriate hospital emergency department. Member benefits do NOT apply to non-emergency transports, such as: repetitive transports for services such as dialysis, radiation therapy and chemotherapy, and transports to or from doctors' offices, dentists' offices, physical therapy centers, pharmacies, freestanding clinics or other facilities.
- **Lifeguard is NOT responsible for payment for services provided by another ambulance service.** Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage.

Membership begins the day after Lifeguard receives the Member's complete Application and full payment.

**HOUSEHOLD COVERAGE:** Membership covers the designated primary Member and all persons listed in the Application who dwell in a shared living space with the primary Member. Household members may be added or deleted, and the household location may be changed, by written notice to Lifeguard that is effective the day after receipt by Lifeguard.

**MEMBERSHIP APPLICATION AND FEE:** The Member represents to Lifeguard that all information in the Application is accurate and complete, and that the Member is not a Medicaid beneficiary. Lifeguard reserves the right to request documentation demonstrating the accuracy of such information. Members who are Medicare beneficiaries and who have supplemental insurance may not need a Membership. The Member agrees to pay Lifeguard the applicable non-refundable and non-transferable membership fee specified in the Application.

**INSURANCE ASSIGNMENT:** The Member is financially liable for the cost of Covered Services, except to the extent waived under this agreement. Within 30 days after Covered Services are rendered, the Member will provide to Lifeguard any applicable insurance and third-party responsibility information, or will advise Lifeguard that no such coverage exists. In addition, the Member will provide to any applicable insurance company or responsible third party any information necessary to facilitate payment of claims for Covered Services.

Lifeguard reserves the right to bill directly any appropriate insurance, benefits provider or third party for Covered Services rendered, and the Member authorizes all insurers, benefits providers and responsible third parties to pay any covered amounts directly to the Lifeguard. The Member understands and acknowledges that Lifeguard will file insurance claims for Covered Services and will be entitled to receive payment from all insurance and third party responsibility claims up to the amount of Lifeguard's usual charges. The Member authorizes any insurance or benefits provider, or other responsible third party, to pay any amounts for Covered Services directly to Lifeguard. The Member assigns to Lifeguard all benefits from any insurance or third-party responsibility claim relating to Covered Services. **The Member agrees to remit immediately to Lifeguard any insurance or other third-party payment received for Covered Services.**

**AGREEMENT:** Members must be natural persons. These terms and conditions supersede all previous terms and conditions between a Member and Lifeguard, including any other writings or verbal representations relating to the terms and conditions of Membership. The Member accepts and agrees to these terms by manually or electronically signing the Application, by verbally accepting and agreeing to these terms and/or by remitting payment of the membership fee to Lifeguard. If the Member violates or breaches any of these terms, then this Membership agreement will be immediately terminated and normal billing terms will apply.

Agreed to by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Keith Hovey**  
\_\_\_\_\_  
Printed Name

**Vice President**  
\_\_\_\_\_  
Title

**Membership**  
\_\_\_\_\_  
Division

\_\_\_\_\_  
Date