



AGENDA  
GULF SHORES CITY COUNCIL  
RESCHEDULED COUNCIL WORK SESSION MEETING  
JANUARY 19, 2016  
4:00 PM

**1. Councilmember Discussion Period**

- A. Councilman Harris

**2. Economic Development Coordinator**

- A. G.S. Brewing, LLC Tax Abatement Application

Documents: [EDC - TAX ABATEMENT COW MEMO - 011416.PDF](#), [EDC - TAX ABATEMENT APPLICATION - G. S. BREWING, LLC.PDF](#)

**3. Environmental / Grants Coordinator**

- A. Authorize 2016 ALDOT TAP Grant Application

Documents: [EGC - TAP GRANT APPLICATION - COUNCIL MEMO.PDF](#), [EGC - ESTIMATED PROJECT COSTS.PDF](#), [EGC - HWY 59 SIDEWALKS TAP GRANT 2016 VICINITY MAP - DRAFT 2.PDF](#)

**4. Public Works Department**

- A. Award Bid - Replace HVAC System - Bodenhamer Recreation Center Pool

Documents: [PWD - POOL HVAC BID - COUNCIL MEMO.PDF](#), [PWD - POOL HVAC - BID TAB.PDF](#)

**5. Recreation And Cultural Affairs**

- A. Amend Business License Ordinance - Parasail Operations

Documents: [RAC - PARASAIL ORD MEMO JAN 12.PDF](#), [RAC - DRAFT\\_PARASAIL\\_ORDINANCE 01122016.PDF](#), [RAC - ASTM STANDARD PRACTICES FOR PARASAILING.PDF](#), [RAC - GULF SHORES - PARASAIL - PROPOSED AMENDMENTS RESPONSE.PDF](#), [RAC - STEC\\_GULF SHORES RESPONSE.PDF](#)

- B. Gulf Coast Arts Alliance Agreement

Documents: [RAC - GCAA AGREEMENT.PDF](#)

- C. Public Assembly Permit Application - Gulf Coast Arts Alliance, Inc.

Documents: [RAC - PUBLIC ASSEMBLY PERMIT APP. - GULF COAST ARTS ALLIANCE.PDF](#)

- D. Public Assembly Permit Application - Gulf Coast Arts Alliance, Inc.

Documents: [RAC - PUBLIC ASSEMBLY PERMIT APP. - GULF COAST ARTS ALLIANCE, INC..PDF](#)

E. Public Assembly Permit Application - Gulf Coast Arts Alliance, Inc

Documents: [RAC - PUBLIC ASSEMBLY PERMIT APP - GULF COAST ARTS ALLIANCE, INC.PDF](#)

**6. City Clerk**

A. Board Reappointments - Board Of Zoning Adjustments And Appeals

Documents: [CC MEMO - BOARD REAPPOINTMENT.PDF](#)

B. Board Reappointments - Medical Clinic Board

Documents: [CC MEMO - BOARD REAPPOINTMENT - MEDICAL CLINIC.PDF](#)

**7. Mayor**

Updates

**8. Adjourn**



## Memo

**Date:** January 14, 2016  
**To:** Mayor Craft, City Council  
**From:** Blake Phelps  
**Cc:** Steve Griffin  
**Subject:** **G.S. Brewing, LLC Tax Abatement Application**

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As you are aware, Dr. Jim Shamburger has begun constructing a microbrewery and tasting room within Waterway Village. Dr. Shamburger applied and received a tax abatement in August 2015 for Two Jays Craft Ales, LLC which serves the role of property owner and developer of the project. An additional operating entity, G.S. Brewing, LLC, has been formed as the operating arm of the project which will serve the role of employer and will purchase all manufacturing equipment and furnishings for the facility. Dr. Shamburger has asked us to work with him to complete a new tax abatement application for G.S. Brewing, LLC which would apply only to the eligible sales/use taxes from the purchase of manufacturing equipment and furnishings.

Chapter 9B, Title 40, *Code of Alabama 1975*, provides applicants who fall within the defined statutory requirements to submit an application to their local granting authority – *in this case the City Council* – for consideration of granting an abatement of non-educational sales/use taxes for construction related costs and non-educational property taxes over a 10 year term. We have confirmed that the proposed microbrewery meets the statutory requirements to be eligible for the abatements offered under this program.

Below you should find a breakdown summary of the applicant's abatement request for G.S. Brewing, LLC.

### Abatement Request

Sales/Use Taxes	Est. Taxable Cost	Est. Tax Abatement
Manufacturing Equip	\$98,000	\$3,038
Furnishings	\$30,000	\$2,220
<b>Total</b>	<b>\$128,000</b>	<b>\$5,258</b>

**Estimated Total Local Abatement: \$2,370**

**Attachments:** Application of Local Granting Authority for Abatement of Taxes



# ALABAMA DEPARTMENT OF REVENUE Application to Local Granting Authority for Abatement of Taxes

## Noneducational Sales and Use Taxes, Noneducational Property Taxes, and/or Mortgage and Recording Taxes

This form is to be submitted to the local granting authority for their consideration in granting an abatement of all state and local noneducational property taxes, all construction related transaction (sales and use) taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or mortgage and recording fees, in accordance with the provisions of Section 40-9B-1 et seq., Code of Alabama 1975.

1. TYPE OF ABATEMENT APPLYING FOR:  Sales & Use Taxes  Property Taxes  Mortgage & Recording Taxes

2. PROJECT NAICS CODE: 

3	1	2	1	2	0
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3. TYPE OF PROJECT:  New Project  Major Addition To An Existing Facility

4. DOES MAJOR ADDITION EQUAL THE LESSER OF: (CHECK APPLICABLE BOX)  
 \$2,000,000 OR  30% of original cost of existing property, original cost \$

5. PROJECT APPLICANT: G.S. Brewing, LLC DBA: Big Beach Brewing Company

6. ADDRESS OF APPLICANT: PO Box 6307

CITY: Gulf Shores STATE: AL ZIP CODE: 36547

7. NAME OF CONTACT PERSON: James V. Shamburger TELEPHONE NUMBER: ( 251 ) 609-5460 8. DATE COMPANY ORGANIZED: 10/14/2015

9. PHYSICAL LOCATION OF PROJECT: 300 East 24th Avenue

CITY (IF OUTSIDE CITY LIMITS, PLEASE INDICATE): Gulf Shores COUNTY: Baldwin ZIP CODE: 36542

10. BRIEF DESCRIPTION OF PROJECT (PLEASE ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST/BENEFIT ANALYSIS BY GRANTING AUTHORITY):  
This will be the operating company for the future Brewery.

11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: 11/16/2015 12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED: 07/01/2016 13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE: 08/01/2016

14. HAVE BONDS BEEN ISSUED FOR PROJECT:  No  Yes If yes, date bonds issued: 15. WILL BONDS BE ISSUED FOR PROJECT  No  Yes If yes, projected date of issue:

16. ESTIMATED NUMBER OF NEW EMPLOYEES	17. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES	Estimated Investment for Project		18. COST OR VALUE FOR PROPERTY TAX	19. COST SUBJECT TO SALES TAX
INITIALLY	INITIALLY			18a	
8	\$94,913	a. Land (if donated, show market value) .....			XXXXXXXXXX
YEAR 1	YEAR 1			18b	
11	\$111,048	b. Existing Building(s) (if any) .....			XXXXXXXXXX
YEAR 2	YEAR 2			18c	
12	\$129,926	c. Existing Personal Property (if any) .....			XXXXXXXXXX
YEAR 3	YEAR 3			18d	
13	\$152,013	d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials only) .....			
This form may be used as the application to the local granting authority required by Section 40-9B-6(a), Code of Alabama 1975. The information requested here is required by Section 40-9B-6 and Section 40-2-11(7), Code of Alabama 1975.		e. New Manufacturing Machinery .....		18e	19e
		f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.) .....		98,000	98,000
		g. TOTALS (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.) .....		18f	19f
				30,000	30,000
				18g	19g
				\$128,000	\$128,000

The abatement of noneducational property taxes is based on the market value of specific assets; therefore, the actual amount of taxes abated is determined each year as the property is assessed and valued. An abatement of noneducational sales and use taxes shall apply only to tangible personal property and taxable services incorporated into private use industrial property, the cost of which may be added to capital account with respect to the property, determined without regard to any rule which permits expenditures properly chargeable to capital account to be treated as current expenses. No abatement of sales and use taxes shall extend beyond the date private use industrial property is placed in service. A verification inspection of qualifying property will be conducted by the Alabama Department of Revenue to insure compliance with Section 40-9B-1 et seq., Code of Alabama 1975, as amended.

I hereby affirm that to the best of my knowledge and belief the information in this application and any accompanying statement, schedules, and other information is true, correct and complete.

James V. Shamburger  
 NAME (PRINT)  
  
 SIGNATURE

Managing Partner  
 TITLE

01/13/2016  
 DATE



SMALL TOWN, BIG BEACH™

**DATE:** January 19, 2016

**ISSUE:** 2016 TAP Grant Application.

**RECOMMENDATIONS:** Authorize staff to pursue TAP Grant to secure an additional \$400,000 to fund the construction of two 8' sidewalks along Hwy 59 from Hwy 180 to 20<sup>th</sup> Ave.

**BACKGROUND:** The City would like to pursue grant funds from the Alabama Department of Transportation's (ALDOT) TAP program for construction of two 8' sidewalks along HWY 59 from Highway 180 to 20<sup>th</sup> Ave.

This project will enhance pedestrian access and safety along the HWY 59 corridor (See Attached Map), and will be constructed in coordination with ALDOT as part of the access management plan for HWY 59. Components of the project will include sidewalk construction, ADA accessibility, utility adjustments, signage/traffic control, irrigation system repairs, and associated landscaping. This project is a part of the City's Master Bicycle & Pedestrian Plan, and will enhance pedestrian and traffic projects already underway in the area.

Funds for this project have been budgeted in the FY 2016 annual budget. The total cost of construction for this project is estimated at \$740,000 (See Attached), and if the TAP grant is approved, ALDOT would match up to \$400,000 with the City's matching cost at \$340,000.

**PREVIOUS COUNCIL ACTION:** The City Council accepted TAP Grants (2013, 2015) and a TE Grant to aid in the construction of the proposed sidewalks along HWY 59 from HWY 182 to HWY 180.

**BUDGET IMPLICATIONS:** Matching costs would be incurred in FY 2017 once ALDOT's project is completed.

**RELATED ISSUES:** None.

**ATTACHMENTS:**

- Construction Cost Estimate, Vicinity Map.

**DEPARTMENT:** Executive, Public Works

**STAFF CONTACT:** Daniel Bond, Mark Acreman

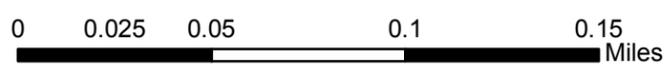
**ESTIMATED PROJECT COST  
TAP PROJECT  
CITY OF GULF SHORES, ALABAMA  
HIGHWAY 180 TO INTRACOASTAL WATERWAY**

**SIDEWALK PROJECT**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL COST</b>
1.0	Mobilization	1	L.S.	\$10,000.00	\$10,000.00
2.0	Concrete & Asphalt Demolition	5,000	S.Y.	\$4.00	\$20,000.00
3.0	Curb & Gutter Demolition	100	L.F.	\$10.00	\$1,000.00
4.0	Traffic Control	1	L.S.	\$12,500.00	\$12,500.00
5.0	Select Backfill	1000	C.Y.	\$10.00	\$10,000.00
6.0	4" Concrete Sidewalk	5,650	S.Y.	\$30.00	\$169,500.00
7.0	6" Concrete Sidewalk	200	S.Y.	\$45.00	\$9,000.00
8.0	Curb & Gutter	300	L.F.	\$25.00	\$7,500.00
9.0	Handicap Ramps	16	Ea	\$700.00	\$11,200.00
10.0	Utilities Adjustments	1	L.S.	\$8,000.00	\$8,000.00
11.0	Irrigation System Repair	1	L.S.	\$2,000.00	\$2,000.00
12.0	Pedestrian Traffic Signal Pedestal Relocation	1	L.S.	\$5,000.00	\$5,000.00
13.0	Sign / Lighting Repairs	1	L.S.	\$1,500.00	\$1,500.00
14.0	Sign Relocation / Raising	1	L.S.	\$5,000.00	\$5,000.00
15.0	Orange Safety Fence	1	L.S.	\$5,000.00	\$5,000.00
16.0	Minor Structural Concrete	15	C.Y.	\$500.00	\$7,500.00
17.0	Erosion Control	1	L.S.	\$10,000.00	\$10,000.00
18.0	Top Soil	280	C.Y.	\$15.00	\$4,200.00
19.0	Solid Sod	2,300	S.Y.	\$5.00	\$11,500.00
20.0	Bike / Pedestrian Warning Signs	12	Ea	\$410.00	\$4,920.00
21.0	Traffic Control Markings	1,500	S.F.	\$4.00	\$6,000.00
22.0	Storm Water Permitting/ Inspections	1	L.S.	\$1,500.00	\$1,500.00
<b>SIDEWALK SUBTOTAL</b>					<b>\$322,820.00</b>
<b>LANDSCAPING/HARDSCAPE IMPROVEMENTS</b>					<b>\$350,000.00</b>
<b>PROJECT SUBTOTAL</b>					<b>\$672,820.00</b>
23.0	Contingency (10%)	1	L.S.	\$67,282.00	\$67,282.00
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>					<b>\$740,100.00</b>



**Highway 59 Sidewalk TAP Grant  
Vicinity Map  
January 12, 2016**





SMALL TOWN, BIG BEACH™

**DATE:** January 12, 2016

**ISSUE:** Recreation Center – Pool HVAC Bid

**RECOMMENDATIONS:** Award Bid – Recreation Center – Pool HVAC to James B. Donaghey, Inc. for the amount of \$162,700.

**BACKGROUND:** The City opened bids on Tuesday, January 12, 2016 for the Recreation Center – Pool HVAC project. James B. Donaghey, Inc. was the lowest conforming bidder with a bid amount of \$162,700.

This project will replace the existing HVAC system for the indoor pool at the Bodenhamer Recreation Center. The existing system is currently not properly functioning.

**PREVIOUS COUNCIL ACTION:** Council passed the 2016 Budget that included funding for the Recreation Center pool repairs.

**BUDGET IMPLICATIONS:** Currently, we have \$600,000 budgeted in Account #40-553-80874, Bodenhamer Improvements.

**RELATED ISSUES:** None.

**ATTACHMENTS:** Bid Tabulation

**DEPARTMENT:** Public Works

**STAFF CONTACT:** Mark Acreman



**BID TABULATION SHEET**

Project Name: **RECREATION CENTER - POOL HVAC**  
 Requisition No. **2016-0112**

Bid Date: **January 12, 2016**  
 Bid Opening Time: **2:00 PM**

<b>Bidder's Name</b>	Comfort Systems USA	James B. Donaghey	Solution Mechanical		
<b>Alabama Contractor License No.</b>	41349	7683	47820		
<b>Bond</b>	✓	✓	✓		
<b>Affidavits</b>	✓	✓	✓		
<b>Addenda Received</b>	✓	✓	✓		
<b>Notes</b>					
<b>Bid Amount</b>					
<b>BASE BID TOTAL</b>	\$164,247.00	\$162,700.00	\$193,200.00		

OPENED BY: *[Signature]*

TABULATED BY: *[Signature]*

WITNESS BY: *[Signature]*



SMALL TOWN, BIG BEACH™

## Memorandum

Date: January 12, 2016

To: Mayor Craft  
City Council

From: Grant Brown

Cc: Steve Griffin

Subject: Recommended Amendments to the Business License Ordinance Regulating Parasail Operations

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**BACKGROUND:** Following discussions with the US Coast Guard, Alabama Marine Police, parasail industry representatives, as well as obtaining clarification relative to insurance requirements and ASTM Standard F3099-14, staff has developed the following strengthened regulations to enhance public safety. The attached document has passed review by the City Attorney.

**RECOMMENDATION:** Strengthen the current regulations governing the business of the provision of beachfront and waterfront recreational rides, further regulating recreational parasail rides.

**PREVIOUS COUNCIL ACTION:** Ordinance 1586 was adopted on February 1, 2010, establishing strengthened regulations of gasoline-powered watersports equipment rental businesses and businesses providing recreational parasail rides, recreational towed water rides and beach equipment rental services.

**BUDGET IMPLICATIONS:** None

**ATTACHMENTS:** Draft Ordinance with revisions notated; ASTM F3009-14 Standard Practices for Parasailing; U.S. Coast Guard Recommendations; Recommendations by Tim Sensenig, of STEC.

**DEPARTMENT:** Recreation and Cultural Affairs

**STAFF CONTACT:** Grant Brown

ORDINANCE NO.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES,  
ADOPTED JULY 24, 1989, AT CHAPTER 8, BUSINESS LICENSES, TAXES, AND REGULATIONS, ARTICLE I, IN  
GENERAL, TO AMEND SECTION 8-8 RELATING TO GASOLINE-POWERED WATERSPORTS EQUIPMENT  
RENTAL BUSINESSES TO FURTHER REGULATE SUCH BUSINESSES AND TO FURTHER REGULATE IN  
ADDITION BUSINESSES PROVIDING RECREATIONAL PARASAIL RIDES, RECREATIONAL TOWED WATER  
RIDES AND BEACH EQUIPMENT RENTAL SERVICES

WHEREAS, the City Council of the City of Gulf Shores has heretofore determined that the provision of beachfront and waterfront recreational rides and rentals by businesses within the corporate limits and police jurisdiction of the City is a desirable amenity for the benefit of the residents and visitors to the City and has heretofore adopted ordinances regulating such businesses; and

WHEREAS, the City Council has determined that the business of the provision of beachfront and waterfront recreational rides and rentals must be further reasonably regulated and limited in the interests of public safety and common public enjoyment of the beachfront and waterfront within the City and its police jurisdiction,

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON \_\_\_\_\_, 20156, as follows:

Section 1. That Section 8-8 of Article I of Chapter 8, BUSINESS LICENSES, TAXES, AND REGULATIONS, of the Code of Ordinances, adopted July 24, 1989, be and it is hereby amended to read in its entirety as follows:

Sec. 8-8. - Beachfront and waterfront recreational businesses; businesses engaging in the business of rental of gasoline-powered watersports equipment, engaging in the business of provision of recreational parasail rides, engaging in the business of provision of towed water ride services utilizing water craft or gasoline-powered watersports equipment, or engaging in the business of the on-site rental of beach chairs and umbrellas authorized and regulated.

- (a) Businesses engaging in the business of rental of gasoline-powered watersports equipment. Any license issued to any person engaged in the business of the rental of gasoline-powered watersports equipment, including, without limitation, jet skis, wave runners, waveriders, and other personal watercraft (hereafter referred to as "rental craft") is expressly conditioned on compliance with all the following requirements:
- (1) The licensee's business shall be operated only at a site with direct open water access properly zoned for such business, owned by, leased in writing to, or licensed in writing to the licensee and specifically designated on the license as issued. The minimum separation distance allowed between any water access sites licensed or proposed to be licensed under subsections (a), (b), or (c) of this section 8-8 shall be seven hundred fifty (750) feet. Such businesses may not be operated with a vessel or barge as a designated site. The licensee's customers must take possession of the rental craft at the designated site, and licensee shall not deliver any rental craft to a customer at any off-site location within the city or its police jurisdiction.
  - (2) The rental site must be marked with a water ingress and egress corridor a minimum of twenty-five (25) feet and a maximum of fifty (50) feet in width, delineated by two (2) orange ~~and white~~ buoys ~~clearly marked "Idle Speed Only,"~~ at a distance of three hundred (300) feet from the beach, two (2) orange ~~and white~~ buoys at a distance of two hundred (200) feet from the beach, ~~marked "Caution: No Swimming,"~~ two (2) orange ~~and white~~ buoys at a distance of one hundred

(100) feet from the beach, ~~marked "Caution: No Swimming,"~~ and two (2) orange cones a minimum of twenty-eight (28) inches tall at water's edge. Said buoys must be a minimum of twelve (12) inches in diameter and must be maintained by the licensee. The location of the water ingress and egress corridor relative to the boundaries of the rental site must be approved by the city prior to the issuance of the license. Appropriate signage visible to persons approaching the site shall be posted at the water's edge corners of the site reading "Caution: Surf Vessels in Operation, No Swimming." The rental site shall be kept clear of sunbathers and all persons not associated with the licensed operation.

- (3) Renters must exit and return to the rental site only through the required corridor and must enter and exit the corridor from the water side only at the marked seaward end of the corridor. The maximum allowable speed in the corridor is idle speed or the slowest speed at which the operator can effectively control the rental craft and maintain steerage at all times. The operator must yield the right-of-way to any swimmers present.
- (4) All renters and passengers regardless of age shall at all times wear a properly fitted and securely fastened USCG approved Personal Flotation Device (PFD), which must be donned prior to boarding the rental craft.
- (5) All rental craft shall be subject to the limitation of number of passengers and weight capacity requirements as designated by the manufacturer.
- (6) The licensee shall comply with the municipal surf condition flag warning system and shall suspend all operations when double red flags are displayed. In addition, licensee shall not allow any renter or other person to operate a rental craft in conditions licensee should reasonably find to be unsafe including but not limited to heavy surf, excessive wind, strong currents, rain, heavy fog, during a lightning storm within five (5) miles of the rental site, during an active small craft warning alert, or if it becomes evident that a storm frontal system is approaching within seven (7) miles of the rental site.
- (7) The licensee shall not rent any rental craft to any person under the age of nineteen (19) years, or to any person who appears to be under the influence of alcohol or drugs, ~~or any person who does not have a current vessel operator's license, permit or certificate for the operation of such rental craft.~~ The licensee shall not permit the operation of any rental craft by any person under the age of sixteen (16) years, or to any person who appears to be under the influence of alcohol or drugs, ~~or any person who does not have a current vessel operator's license, permit or certificate for the operation of such rental craft.~~
- (8) The rental site must at all times be equipped with the following, maintained in good and proper operating condition:
  - a. A chase/rescue vessel equipped with a towline and appropriate and visible markings identifying the vessel or vessel operator as the licensee's chase/rescue vessel:
  - b. An electronic voice hailer, electronic megaphone, or whistle for the purpose of communication with vessels, swimmers, and customers;
  - c. Appropriate and visible signage posted at the water's edge corners of the rental site, and displayed to persons approaching the site reading "Caution: Surf Vessels in Operation";
  - d. Rental agreements and/or appropriate visible signage readily observable by customers listing the rules of equipment operation, including, without limitation, the following:
    1. "Rental of gasoline-powered watersports equipment to persons under nineteen (19) years of age, ~~persons not possessing a current valid Vessel Operator's License, Permit or Certificate~~ or to persons under the influence of alcohol or drugs is prohibited by city ordinance."

2. "Operation of rented gasoline-powered watersports equipment by persons under sixteen (16) years of age, ~~persons not possessing a current valid Vessel Operator's License, Permit or Certificate~~ or to persons under the influence of alcohol or drugs is prohibited by city ordinance."
  3. "Operation of gasoline-powered watersports equipment in a reckless or negligent manner is a violation of state law punishable by up to a five hundred dollar (\$500.00) fine and imprisonment for up to six (6) months."
  4. "Operators and passengers must wear coast guard approved life vests at all times."
- (9) The licensee shall not knowingly allow any of licensee's rental craft to be operated in a reckless or negligent manner and shall immediately reclaim from licensee's customer any rental craft licensee knows or is reliably informed has been operated in such manner.
- (10) The licensee shall provide a mandatory passenger safety briefing to all individual renters and passengers before they are allowed to leave the beach on a rental craft. This briefing shall include, without limitation:
- a. A description of the activity;
  - b. The safety precautions and use restrictions while underway;
  - c. The location and proper use of safety and life saving equipment;
  - d. Basic boating safety instruction and education on the safe and prudent operation of the rental craft or require proof of prior education before renting;
  - d. Warnings and procedures for unexpected events such as equipment malfunctions;
  - e. The proper use of signals;
  - f. Regulations pertaining to idle speed zones and the punishment for careless or reckless operation.

The licensee shall not rent any rental craft to any person or allow the operation or passenger use of any rental craft by any person who does not demonstrate an understanding of the information and procedures covered in the passenger safety briefing or who demonstrates an unwillingness or inability to comply with such procedures. The licensee shall take all steps necessary to exclude from operation or passenger use any person who appears fearful or intimidated.

- (11) The licensee shall maintain a daily rental log containing the following information regarding each rental craft:
- a. The name, address, telephone number, vessel operator's license number, and date of birth of the customer.
  - b. The item of equipment rented by the customer and the fee charged.
  - c. The time the customer took possession of the rental item and the time the item was returned to the possession of the licensee.
  - d. The customer's signature verifying the presentation of the passenger safety briefing to the customer and any proposed passenger.

The current month's daily rental log shall be maintained at licensee's rental site during the hours of the licensee's operation and shall be presented for inspection upon request of any federal, state, county, or municipal enforcement officer. The daily rental log entries shall be retained by the licensee for a period of not less than five (5) years.

- (12) The licensee shall affix and maintain on each rental craft a suitable marking of distinctive color and size as approved by the appropriate city official as designated by the mayor so as to render the item identifiable as licensee's rental equipment at a distance of up to three hundred (300) feet.
- (13) The licensee shall comply with all fuel container and portable tank storage regulations as adopted by the Gulf Shores Fire Department from time to time, which include but are not limited to:
- a. Fueling must take place on stable ground clear of the water's edge. No refueling of any vessel shall take place in the water, and no spillage of fuel shall occur.
  - b. A maximum of fifteen (15), five-gallon spill proof fuel containers totaling no more than seventy-five (75) gallons of fuel may be on the beach at any one (1) time. No container with a capacity greater than five (5) gallons shall be allowed on site. No fuel shall be stored in any parking area, and no fuel shall be stored on site overnight. A fueling and fuel storage plan shall be submitted and approved by the city prior to the issuance of any license.
  - c. Use of either a fuel collar or fuel bib while fueling is required.
  - d. A minimum of ten (10) 15"×15" absorbent hydrocarbon pads and one (1) portable fire extinguisher with no less than a 60 BC rating must be on site while fueling.
  - e. Any and all oil and chemical spills shall promptly and properly be reported to the National Response Center.
  - f. Details of a fuel spill contingency plan must be submitted to the city prior to issuance of business license and the commencement of any fuel handling on the beach.
- (14) Major repairs of watercraft on the beach are prohibited.
- (15) Subject to the overall combined site capacity restrictions set out in subsection (e) below, the maximum number of rental craft allowed to operate from one (1) approved water access rental site location shall be five (5) rental craft, including jet skis, wave runners, waveriders, and other personal watercraft.
- (16) The licensee shall not employ individuals under the age of sixteen (16) years to operate any gasoline-powered watersports equipment and the licensee must provide proof that each employee who operates gasoline-powered watersports equipment possesses a valid Alabama Vessel Operator's License or the equivalent certification issued by another state if not an Alabama resident.

(17) Each Licensee under this Section 8.8(a) shall at all times maintain Marine Liability insurance covering all aspects of the activities hereby licensed, with limits no less than one million dollars per accident, and two million dollars aggregate, naming the City of Gulf Shores as an Additional Insured. The licensee shall provide a current complete copy of said policy, including all endorsements to the Finance Department and the terms of coverage shall prohibit termination or cancellation without at least thirty (30) days prior written notice to the Finance Division.

- (b) Businesses engaging in the business of provision of parasail rides. Any license issued to any person engaged in the business of providing parasail rides is expressly conditioned on compliance with all the following requirements:
- (1) The licensee's business shall be operated only at a site with direct open water access properly zoned for such business, owned by, leased in writing to, or licensed in writing to the licensee and specifically designated on the license as issued (hereafter referred to as the "Ride Site.") The minimum separation distance allowed between any water access sites licensed or proposed to be licensed under subsections (a), (b), or (c) of this section 8-8 shall be seven

hundred fifty (750) feet. Such businesses may not be operated with a vessel or barge as a ride site. The licensee's customers must be picked up and dropped off only at the designated ride site.

- (2) The ride site must be marked with a water ingress and egress corridor a minimum of twenty-five (25) feet and a maximum of fifty (50) feet in width, delineated by two (2) orange ~~and white~~ buoys ~~clearly marked "Idle Speed Only,"~~ at a distance of three hundred (300) feet from the beach, two (2) orange ~~and white~~ buoys at a distance of two hundred (200) feet from the beach ~~marked "Caution: No Swimming,"~~ two (2) orange ~~and white~~ buoys at a distance of one hundred (100) feet from the beach ~~marked "Caution: No Swimming,"~~ and two (2) orange cones a minimum of twenty-eight (28) inches tall at water's edge. Said buoys must be a minimum of twelve (12) inches in diameter and must be maintained by the licensee. The location of the water ingress and egress corridor relative to the boundaries of the rental site must be approved by the city prior to the issuance of the license. Appropriate signage visible to persons approaching the site shall be posted at the water's edge corners of the site reading "Caution: Surf Vessels in Operation, No Swimming." The approved ride site must be kept clear of sunbathers and all others not associated with the licensed operation.
- (3) The licensee's parasail craft and any vessel or water craft used by the licensee to ferry passengers to and from the parasail craft must exit and return to the ride site only through the required corridor and must enter and exit the corridor from the water side only at the marked seaward end of the corridor. The maximum allowable speed in the corridor is idle speed or the slowest speed at which the operator can effectively control the craft and maintain steerage at all times. The operator must yield the right-of-way to any swimmers present.
- (4) All parasail passengers regardless of age shall at all times wear a properly fitted and securely fastened USCG approved Personal Flotation Device (PFD), which must be donned prior to entering the water.
- (5) All parasail craft and parasails shall be subject to the limitation of number of passengers and weight capacity requirements as designated by the manufacturer.
- ~~(6) The licensee shall comply with the municipal surf condition flag warning system and shall suspend all operations when double red flags are displayed. In addition, licensee shall not operate any parasail ride in in conditions licensee should reasonably find to be unsafe including but not limited to heavy surf, excessive wind, strong currents, rain, heavy fog, during a lightning storm within five (5) miles of the ride site, an active small craft warning alert, or if it becomes evident that a storm frontal system is approaching within seven (7) miles of the ride site.~~
- (6) Vessels used for parasailing operations shall be equipped with a weather monitoring device and a wind speed and direction meter. The weather monitoring device may be fixed or portable, provided it is accessible by the Captain at the vessel's operation console. The weather monitoring device shall be electronic with a visual display. A VHF radio, alone, is not acceptable for weather monitoring. The Captain shall check and remain cognizant of current and forecasted weather conditions for the area of operation and account for the weather conditions for the duration of the parasail set (the "onboard" group of passengers on a parasail vessel). A written Weather Log shall be maintained by the Captain of the vessel and weather conditions including wind direction, wind speed, wave height, and sky conditions shall be recorded by the Captain at the start of the day and prior to each parasail set. Written Weather Logs and the recorded data shall be retained for a period of not less than 5 years on board the vessel or on the premises of the place of business and shall be made available for inspection upon request of any federal, state, county, or municipal law enforcement officer, or mayoral designee.

(7) The licensee shall comply with the municipal surf condition flag warning system and shall suspend all operations when double red flags are displayed. In addition, licensee shall not operate any parasail ride when current observed weather conditions in the area of operation include any of the following; sustained wind speeds greater than 20 mph; wind gust with a differential greater than 15 mph of the sustained wind; wind gust exceeding 25 mph; ground visibility less than 0.5 miles; a storm frontal system approaching within seven (7) miles of the ride site; wave heights exceeding 4 ft. unless the period and wave height are within the following formula: 3 s period for each 1 ft. of wave height (for example, 15 s period = 5 ft. wave height). In no case shall parasail operations be conducted in weather conditions that exceed the manufacturer's specified limitations for the equipment in or in conditions licensee should reasonably find to be unsafe including but not limited to heavy surf, strong currents, rain, heavy fog, during a lightning storm within five (5) miles of the ride site, an active small craft warning alert.

(8) Parasail operations, suspended as a result of weather conditions exceeding the parameters in 8-8,b,7 shall remain suspended for a minimum of 30 min. Parasail operations may resume only after a minimum of 30 min have elapsed from the last monitored weather condition that exceeded the thresholds in 8-8,b,7.

(79) The licensee shall provide a mandatory passenger safety briefing to all individual passengers. ~~before they are allowed to leave the beach.~~ This briefing shall include, without limitation:

- a. A description of the activity;
- b. The safety precautions and use restrictions while underway;
- c. The location and proper use of safety and lifesaving equipment;
- d. Warnings and procedures for unexpected events such as equipment malfunctions, water landings, or towline separations;
- e. The proper use of signals.

An older companion must accompany children under eight (8) years of age while in flight. The licensee shall not accept as a passenger any person who does not demonstrate an understanding of the information and procedures covered in the passenger safety briefing, and any person who demonstrates an unwillingness or inability to comply with such procedures. The licensee shall not accept as a passenger any person who appears fearful or intimidated.

(810)——The licensee shall maintain a daily passenger log ~~containing recording~~ the following information ~~regarding for each passenger:~~

- a. The name, address, telephone number, and date of birth of the passenger.
- b. The customer's signature verifying the presentation of the passenger safety briefing.

The current month's daily passenger log shall be maintained at licensee's ride site during the hours of the licensee's operation and shall be presented for inspection upon request of any federal, state, county, or municipal enforcement officer. The daily passenger log entries shall be retained by the licensee for a period of not less than five (5) years.

(911) The licensee shall affix and maintain on each parasail craft a suitable marking of distinctive color and size as approved by the appropriate city official as designated by the mayor so as to render the craft identifiable as licensee's craft at a distance of up to three hundred (300) feet.

(4012) The licensee shall comply with all fuel container and portable tank storage regulations as adopted by the Gulf Shores Fire Department from time to time, which include but are not limited to:

- a. Fueling must take place on stable ground clear of the water's edge. No refueling of any vessel shall take place in the water, and no spillage of fuel shall occur.
- b. A maximum of fifteen (15), five-gallon spill proof fuel containers totaling no more than seventy-five (75) gallons of fuel may be on the beach at any one (1) time. No container with a capacity greater than five (5) gallons shall be allowed on site. No fuel shall be stored in any parking area, and no fuel shall be stored on site overnight. A fueling and fuel storage plan shall be submitted and approved by the city prior to the issuance of any license.
- c. Use of either a fuel collar or fuel bib while fueling is required.
- d. A minimum of ten (10) 15"×15" absorbent hydrocarbon pads and one (1) portable fire extinguisher with no less than a 60BC rating must be on site while fueling.
- e. Any and all oil and chemical spills shall be promptly and properly reported to the National Response Center.
- f. Details of a fuel spill contingency plan must be submitted to the city prior to issuance of business license and the commencement of any fuel handling on the beach.

(4413) Major repairs of watercraft on the beach are prohibited.

(4214) Subject to the overall combined site capacity restrictions set out in subsection (e) below, the maximum number of parasail vessels allowed to operate from one (1) approved location shall be two (2) parasail vessels.

(4315) All parasail equipment in use, including but not limited to parasail canopies, parasail harness, or passenger bars, shall be properly designed for parasail operation. Vessels used for parasail operation shall be purpose built for parasail operation. Parasail equipment shall be operated, stowed, inspected and maintained in accordance with the manufacturer's recommendations.

Parasail operators shall use only direct launch and recovery hydraulic parasail winch systems with functional hydraulic parasail winch brake and level-winder system for both launch and recovery of flight passengers at all times while engaged in parasail operations. At no time shall:

- a. Any parasail vessel's winch drum be equipped with more than the manufacturer's recommended length of towline:
- b. Any parasail vessel exceed eight hundred (800) feet of towline (which must be clearly marked to allow said marking to be visible from a distance of not less than three hundred (300) feet), from vessel to canopy yoke while conducting parasail flight operations or:
- c. Any parasail vessel exceed a maximum AGL (above ground level) of five hundred four hundred fifty (500450) feet.

The parasail towline must be braided, low stretch construction with a minimum rated tensile strength not less than~~Only polyester high tensile type lines with double braided low stretch construction with a minimum diameter of three eighths (3/8) inches and a minimum tensile strength of four thousand eight hundred six thousand (4,8006,000)~~ pounds shall be utilized. The towline in its entirety shall be inspected daily for damage and /or wear and if necessary shall be immediately replaced as prescribed herein:

A minimum of two (2) feet shall be trimmed from the towlines bitter end within a maximum period of seven (7) days, every four one hundred (400100) flights or as may become necessary.

The trimmed piece shall be labeled with the date trimmed and the vessel name and retained aboard the vessel or on the premises of the place of business until the existing towline is permanently removed from service.

Towline shall be kept clean and well maintained in accordance with the manufacturer's specifications, requirements and/or recommendations.

A written log of such inspection and maintenance shall be kept and available for inspection upon request of any federal, state, county, or municipal law enforcement officer, or mayoral designee.

(4416) At no time shall a passenger be allowed to participate in parasailing activities unless the captain has made a reasonable prior judgment that passengers: are properly fitted with a lifejacket prior to flight; are within the manufacturer's minimum and maximum load capacity for the parasail equipment in use; are properly fitted into the parasail harness with waist strap placed around the passenger's waist, not lifejacket; payload, equipment, and wind and sea conditions are conducive to, and are within the limits specified in 8-8.b.7 and in accordance with, manufacturer's recommendations.

(17) During parasail operations, ~~T~~the parasail operator shall at all times maintain the parasail and vessel at a minimum operating distance:

a) offshore wind condition, maintain a minimum of 1000 ft. distance from shore;

b) onshore wind conditions, maintain:

Wind 0-5 mph 1000 ft. distance from shore;

Wind 6 to 10 mph 1000 ft. distance + 1 times the towline length;

Wind 11 to 15 mph 1000 ft. distance + 2 times the towline length;

Wind 16 to 20 mph 1000 ft. distance + 3 times the towline length;

c) ~~from any surf zone, shoreline or fixed object of~~ not less than ~~three seven hundred (700) hundred (300)~~ feet from any fixed object.

(18) If part of the flight involves dipping passengers in the water, the following shall apply:

a) The vessel owner shall establish written procedures for dipping passengers. These procedures shall address vessel speed, controlling rate of descent, controlling level of passenger immersion in the water, and maximum duration of immersion;

b) Passengers shall not be more than 150 ft. away from the vessel when being dipped;

c) The vessel owner shall establish training requirements for dipping passengers and ensure this training has been conducted and recorded for the crewmembers conducting this activity.

(4619) A parasail vessel shall be manned with a minimum of two crew members (Captain + 1 Deckhand) while conducting parasail operations. A minimum of one crew member onboard shall be certified and current in an accepted course of standard First Aid including Adult-Child-Infant cardiopulmonary resuscitation (CPR). Accepted courses shall include nationally recognized and accredited training courses that issue course completion documents. The licensee shall not employ individuals under the age of sixteen (16) years to operate any gasoline powered water sports equipment utilized in connection with the parasail business and

the licensee must provide proof that each employee who operates gasoline-powered watersports equipment in connection with the parasail vessel business possesses a valid Alabama Vessel Operator's License or the equivalent certification issued by another state if not an Alabama resident. Any employee operating a parasail vessel or any craft or vessel utilized to transport passengers must possess a current USCG Captain's License, be enrolled and participating in an approved drug testing program in accordance with 46 CFR Part 16 or equivalent program, including TWIC (Transportation Worker Identification Credential) card and such license and documentation must be maintained onboard the parasail vessel at all times.

(20) Each Licensee under this Section 8.8(b) shall at all times maintain Marine Liability insurance covering all aspects of the activities hereby licensed, with limits no less than one million dollars per accident, and two million dollars aggregate, naming the City of Gulf Shores as an Additional Insured. The licensee shall provide a current complete copy of said policy, including all endorsements to the Finance Department and the terms of coverage shall prohibit termination or cancellation without at least thirty (30) days prior written notice to the Finance Division.

(c) Businesses engaging in the business of provision of towed recreational water rides utilizing water craft or gasoline-powered watersports equipment. Any license issued to any person engaged in the business of providing towed recreational water rides utilizing non-powered floatables (hereafter referred to as "Towables") towed behind water craft or gasoline-powered watersports equipment (hereafter referred to as "Tow Craft"), including, without limitation, the provision of banana boat or surf sled rides, (hereafter referred to as "Towed Rides") is expressly conditioned on compliance with all the following requirements:

(1) The licensee's business shall be operated only at a site with direct open water access properly zoned for such business, owned by, leased in writing to, or licensed in writing to the licensee and specifically designated on the license as issued (hereafter referred to as the "Ride Site." The minimum separation distance allowed between water access sites licensed or to be licensed under subsections (a), (b), or (c) of this section 8-8 shall be seven hundred fifty (750) feet. Such businesses may not be operated with a vessel or barge as a ride site. The licensee's customers must be picked up and dropped off only at the designated ride site.

(2) The ride site must be marked with a water ingress and egress corridor a minimum of twenty-five (25) feet and a maximum of fifty (50) feet in width, delineated by two (2) orange ~~and white~~ buoys ~~clearly marked "Idle Speed Only,"~~ at a distance of three hundred (300) feet from the beach, two (2) orange ~~and white~~ buoys at a distance of two hundred (200) feet from the ~~beach marked "Caution: No Swimming,"~~ ~~two (2) orange and white buoys at a distance of one hundred (100) feet from the beach marked "Caution: No Swimming,"~~ and two (2) orange cones a minimum of twenty-eight (28) inches tall at water's edge. Said buoys must be a minimum of twelve (12) inches in diameter and must be maintained by the licensee. The location of the water ingress and egress corridor relative to the boundaries of the rental site must be approved by the city prior to the issuance of the license. Appropriate signage visible to persons approaching the site shall be posted at the water's edge corners of the site reading "Caution: Surf Vessels in Operation, No Swimming." The approved ride site must be kept clear of sunbathers and all others not associated with the licensed operation.

(3) The licensee's tow craft must exit and return to the ride site only through the required corridor and must enter and exit the corridor from the water side only at the marked seaward end of the corridor. The maximum allowable speed in the corridor is idle speed or the slowest speed at which the operator can effectively control the craft and maintain steerage at all times. The operator must yield the right-of-way to any swimmers present.

- (4) All towed ride passengers regardless of age shall at all times wear a properly fitted and securely fastened USCG approved personal flotation device (PFD), which must be donned prior to entering the water.
- (5) All towables shall be subject to the limitation of number of passengers and weight capacity requirements as designated by the manufacturer.
- (6) The licensee shall comply with the municipal surf condition flag warning system and shall suspend all operations when double red flags are displayed. In addition, licensee shall not operate any towed ride in conditions licensee should reasonably find to be unsafe including but not limited to heavy surf, excessive wind, strong currents, rain, heavy fog, during a lightning storm within five (5) miles of the ride site, an active small craft warning alert, or if it becomes evident that a storm frontal system is approaching within seven (7) miles of the ride site.
- (7) The licensee shall provide a mandatory passenger safety briefing to all individual passengers before they are allowed to leave the beach. This briefing shall include, without limitation:
  - a. A description of the activity;
  - b. The safety precautions and use restrictions while underway;
  - c. The location and proper use of safety and lifesaving equipment;
  - d. Warnings and procedures for unexpected events such as equipment malfunctions;
  - e. The proper use of signals.

The licensee shall require a responsible person sixteen (16) years of age or older be aboard the towable when carrying passengers under the age of eight (8) and not accept as a passenger any person who does not demonstrate an understanding of the information and procedures covered in the passenger safety briefing and any person who demonstrates an unwillingness or inability to comply with such procedures. The licensee shall not accept as a passenger any person who appears fearful or intimidated.

- (8) The licensee shall maintain a daily passenger log containing the following information regarding each passenger:
  - a. The name, address, telephone number, and date of birth of the passenger.
  - b. The customer's signature verifying the presentation of the passenger safety briefing.

The current month's daily passenger log shall be maintained at licensee's ride site during the hours of the licensee's operation and shall be presented for inspection upon request of any federal, state, county, or municipal enforcement officer. The daily passenger log entries shall be retained by the licensee for a period of not less than five (5) years.

- (9) The licensee shall affix and maintain on each towable or associated tow craft a suitable marking of distinctive color and size as approved by the appropriate city official as designated by the mayor so as to render the craft identifiable as licensee's equipment at a distance of up to three hundred (300) feet.
- (10) The licensee shall comply with all fuel container and portable tank storage regulations as adopted by the Gulf Shores Fire Department from time to time, which include but are not limited to:
  - a. Fueling must take place on stable ground clear of the water's edge. No refueling of any vessel shall take place in the water, and no spillage of fuel shall occur.
  - b. A maximum of fifteen (15), five-gallon spill proof fuel containers totaling no more than seventy-five (75) gallons of fuel may be on the beach at any one time. No container with a

capacity greater than five (5) gallons shall be allowed on site. No fuel shall be stored in any parking area, and no fuel shall be stored on site overnight. A fueling and fuel storage plan shall be submitted and approved by the city prior to the issuance of any license.

- c. Use of either a fuel collar or fuel bib while fueling is required.
- d. A minimum of ten (10) 15"×15" absorbent hydrocarbon pads and one (1) portable fire extinguisher with no less than a 60BC rating must be on site while fueling.
- e. Any and all oil and chemical spills shall be promptly and properly reported to the National Response Center.
- f. Details of a fuel spill contingency plan must be submitted to the city prior to issuance of business license and the commencement of any fuel handling on the beach.

(11) Major repairs of watercraft on the beach are prohibited.

(12) Subject to the overall combined site capacity restrictions set out in subsection (e) below, the maximum number of towables allowed to operate from one (1) approved location shall be two (2).

(13) The licensee shall not employ individuals under the age of sixteen (16) years to operate any gasoline powered water sports equipment utilized in connection with the towed ride business and the licensee must provide proof that each employee who operates gasoline-powered watersports equipment in connection with the towed ride business possesses a valid Alabama Vessel Operator's License or the equivalent certification issued by another state if not an Alabama resident. Any employee operating a tow craft must possess a current USCG Captain's License, [be enrolled and participating in an approved drug testing program in accordance with 46 CFR Part 16 or equivalent program, and such license and documentation must be maintained onboard the parasail vessel at all times, including TWIC \(Transportation Worker Identification Credential\) card and such license must be maintained onboard the tow craft at all times.](#)

[\(14\) -Each Licensee under this Section 8.8\(c\) shall at all times maintain Marine Liability insurance covering all aspects of the activities hereby licensed, with limits no less than one million dollars per accident, and two million dollars aggregate, naming the City of Gulf Shores as an Additional Insured. The licensee shall provide a current complete copy of said policy, including all endorsements to the Finance Department and the terms of coverage shall prohibit termination or cancellation without at least thirty \(30\) days prior written notice to the Finance Division.](#)

(d) Businesses engaging in the business of the on-site rental of beach chairs and umbrellas. Any license issued to any person engaged in the business of the on-site rental of beach chairs and umbrellas (hereafter referred to as "Beach Rental Accessories") is expressly conditioned on compliance with all the following requirements:

- (1) The licensee's business shall be operated only at a site properly zoned for such business, owned by, leased in writing to, or licensed in writing to the licensee and specifically designated on the license as issued. An inspection by the finance department or its designee of any proposed site is required before any license may be issued.
- (2) Each approved site must maintain a minimum landward setback of thirty-five (35) feet from the water's edge and a sufficient minimum north setback to avoid contact with any existing berm or dune. Wooden lounge setups must be spaced so as to leave one (1) aisle not less than ten (10) feet wide for north/south travel at the end of each dune walkover or pathway leading to the water. All lounge setups must remain north of beach attendant stands when present.

(3) Each Licensee under this section 8-8(d) shall at all times maintain Commercial General Liability insurance covering all aspects of the activities hereby licensed, with limits no less than five hundred thousand dollars combined single limit, naming the City of Gulf Shores as an Additional Insured. The licensee shall provide a Certificate of Insurance evidencing the coverage above to the Finance Department before licensed activities begin. Written notice of any significant changes in coverage conditions shall be given immediately to the Finance Department.

(e) Provisions applicable to all beachfront and waterfront recreational businesses. The following provisions are applicable to all businesses licensed under this section 8-8:

(1) Maximum site capacity restrictions. In addition to the maximum site capacities specified in subsections (a), (b), and (c) above, two (2) support craft consisting of one (1) additional transport craft and any required chase/rescue craft shall be allowed at any one site. The licensee shall maintain licensee's site in a clean, safe condition at all times.

(2) Temporary onsite storage facilities. Temporary onsite storage facilities for the purpose of the daily operation of one (1) or more beach and waterfront recreational businesses under this section 8-8 are prohibited south of the Lucido and Oliver line as defined on the maps maintained by the city's public works department. The licensee must include consent from the owner of the licensed site to the placement of temporary storage facilities, specifying the number of such facilities to be allowed as part of the license application. Each storage facility must be portable, may be no larger than six and a half feet (6½) high, five (5) feet wide and twelve (12) feet long (6½' x 5' x 12'), must be white in color, and must be identified with a suitable marking of distinctive color and size, as approved by the appropriate city official as designated by the mayor, so as to render the item identifiable as licensee's storage facility, may be utilized between the months of March and October only, and must be removed no later than November first of each year. In the event of a storm or other necessity for clearing the beach, all equipment and storage facilities shall be removed to a secure site off the beach within twenty-four (24) hours after notification by the city or within twelve (12) hours after the posting of any tropical storm or hurricane warning by NOAA that includes the location of the licensed site, whichever may be the shorter interval of time. A licensee, in his/her/its license application and at all reasonable times thereafter, must demonstrate, to the reasonable satisfaction of the city that the licensee has adequate storage facilities and is capable of removing and storing all equipment and facilities to a secure site off the beach within the time frames established by this subsection. A failure at any time to comply with the requirements of this subsection shall be grounds for the immediate closing of licensee's business under subsection (e)(4) below and for subsequent revocation of licensee's business license.

~~(3) Indemnification. Insurance required of all licensees. Each licensee under this section 8-8 shall at all times maintain comprehensive general liability and property damage insurance coverage in an amount of not less than two hundred thousand dollars (\$200,000.00) for damage or loss of property arising out of any single occurrence, five hundred thousand dollars (\$500,000.00) for bodily injury or death for one person in any single occurrence, one million dollars (\$1,000,000.00) in aggregate for all claims arising out of a single occurrence, and name the city as an additional insured. The licensee shall maintain a copy of its current policy ~~or a current certificate of insurance~~ on file with the finance department at all times, and the terms of coverage shall prohibit termination or cancellation without at least thirty (30) days prior written notice to the finance division. Licensee shall indemnify and hold harmless the City of Gulf Shores for any and all claims resulting directly or indirectly from activities related in any way to business engaged in under the authority of this Ordinance.~~

(4) Immediate order to close. In addition to authority conferred by otherwise applicable law, the mayor and, in his or her absence, the mayor pro tempore, is hereby authorized to order the

closing of any licensee not in compliance with any of the requirements of this section until the next meeting of the city council if he/she finds that the condition of violation materially compromises the public good or safety and that the licensee or the agent or employee of the licensee in charge of the licensee's rental site is aware of the condition of violation and cannot or will not remedy the violation in the manner and time period necessary to avoid materially compromising the public good or safety.

- (5) Minimum site separation. The minimum separation between any sites licensed or to be licensed for the operation of any beach and waterfront recreation business under subsections (a), (b), or (c), or any or all of such subsections, shall be seven hundred fifty (750) feet measured at the water's edge corners of the sites.
  - (6) License not in active use subject to revocation. Any license issued for a site shall be subject to revocation upon a determination by the city council that the licensee is not actively engaging in business activity at the site under the license.
  - (7) Required water access. As utilized in this section 8-8, the term "direct open water access" shall mean direct access to a major water body other than Little Lagoon or the Intracoastal Waterway. Water access to a major water body through a canal, bayou, slough, creek, tributary, or other ancillary water body shall not constitute direct open water access.
  - (8) Use of motorized vehicles on beach. The use of motorized vehicles by a licensee on a licensed site is only allowed as otherwise permitted under section 7-122 of the Code of Ordinances.
- (f) Other beachfront or waterfront recreational rental, amusement or ride service business activities. Any activity or accessory rentals not specified in (a) through (d) above will require the following submitted with the business license application:
- (1) Site specific business model;
  - (2) Property owner agreement to vendor's business model for property;
  - (3) Authorization from the director of recreation and cultural affairs.
- (g) Penalties for violation of section. In addition to penalties otherwise specified in this section 8-8, any violation of this section 8-8 shall be subject to the criminal penalties provided in section 8-27, the civil penalties provided in section 8-28, and the procedures for suspension or revocation of license provided in section 8-31.

~~(Ord. No. 1508, § 1, 12-10-07; Ord. No. 1586, § 1, 2-1-10; Ord. No. 1606, § 1, 4-26-10)~~

Section 2. That this Ordinance shall not be interpreted to repeal any other ordinance of the City of Gulf Shores or any provision of the law of Alabama adopted by operation of Section 1-8 of the City's Code of Ordinances.

Section 3. That the provisions of this Ordinance are severable and a determination of the invalidity of any portion of this Ordinance shall not affect the validity and enforceability of the remainder of the Ordinance.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015~~6~~.

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

ATTEST:

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



# Standard Practices for Parasailing<sup>1</sup>

This standard is issued under the fixed designation F3099; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon ( $\epsilon$ ) indicates an editorial change since the last revision or reapproval.

## 1. Scope

1.1 This standard provides guidelines and procedures for the operation, maintenance, and inspection of parasail vessels, equipment, and associated activities including crew training and flying passengers aloft in a parasail.

1.2 *Units*—The values stated in inch-pound units are to be regarded as standard. The values given in parentheses are mathematical conversions to SI units that are provided for information only and are not considered standard.

1.3 *This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.*

## 2. Referenced Documents

- 2.1 *Federal Regulations*:<sup>2</sup>  
46 CFR Part 16 Chemical Testing

## 3. Significance and Use

3.1 The purpose of this standard is to establish procedures for parasailing activities.

## 4. Weather Monitoring and Limits

4.1 Vessels used for parasailing operations shall be equipped with a weather monitoring device.

4.1.1 The device may be fixed or portable, provided it is accessible by the vessel Master at the vessel's operating console.

4.1.2 The device shall be electronic with a visual display.

4.1.3 In restricted locations such as manmade lakes, the weather monitoring device, under 4.1, may be located within the immediate proximity of the operating area provided it is continually monitored by a company employee available to

<sup>1</sup> This practice is under the jurisdiction of ASTM Committee F24 on Amusement Rides and Devices and is the direct responsibility of Subcommittee F24.65 on Parasailing.

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<sup>2</sup> Available from U.S. Government Printing Office Superintendent of Documents, 732 N. Capitol St., NW, Mail Stop: SDE, Washington, DC 20401, <http://www.access.gpo.gov>.

provide updated weather information to the vessel Master via radio or cellular phone.

4.1.3.1 A VHF radio, alone, is not acceptable for weather monitoring.

4.2 The vessel Master shall check and remain cognizant of current and forecasted weather conditions for the area of operation and account for the weather conditions for the duration of the parasail set (the "onboard" group of passengers on a parasail vessel).

4.3 *Weather Log*—The vessel Master shall maintain a weather log.

4.3.1 Log entries shall include: wind direction, wind speed, wave height, and sky conditions. A sample weather log is provided as enclosure (see [Appendix X1](#)).

4.3.2 A weather log may be in any format with the weather information recorded manually or electronically.

4.3.3 A legend shall be provided for any coded or abbreviated log entries.

4.3.4 Log entries shall be recorded directly by the vessel Master or may be relayed to another crewmember aboard or company employee ashore for permanent recording.

4.3.5 Weather conditions shall be recorded by the vessel Master at the start of the day and prior to each parasail set.

4.3.6 Weather logs and the recorded data shall be retained for a minimum of 1 year on board the vessel or on the premises of the place of business.

4.3.7 The weather log shall be made available for inspection by the Authority Having Jurisdiction (AHJ) when requested.

### 4.4 *Weather Limits*:

4.4.1 Parasail operations shall not be conducted when the current observed weather conditions in the area of operation include:

4.4.1.1 Sustained wind speed greater than 20 mph.

4.4.1.2 Ground visibility less than 0.5 miles.

4.4.1.3 Thunder Storm within 7 miles.

4.4.1.4 Wind gust with a differential greater than 15 mph of the sustained wind.

4.4.1.5 Wind gust exceeding 25 mph.

4.4.2 Parasail operations, suspended as a result of weather conditions exceeding the parameters enumerated in 4.4.1, shall remain suspended for a minimum of 30 min. Parasail operations may resume only after a minimum of 30 min have elapsed

from the last monitored weather condition that exceeded the thresholds listed in 4.4.1.

4.4.3 Regions effected by prevailing Trade Winds may operate with an additional 5 mph allowance to the sustained wind speed provided that:

4.4.3.1 The sustained wind direction is offshore for the Parasail operation, and

4.4.3.2 The parasail equipment in use is sufficiently rated for the wind conditions.

4.4.4 *Sea Conditions:*

4.4.4.1 Parasail operations in lakes, intercostal areas, and rivers shall not be conducted when the wave height exceeds 3 ft.

4.4.4.2 Parasail operations offshore and in open waters shall not be conducted when wave heights exceed 4 ft unless the period and wave height are within the following formula: 3 s period for each 1 ft of wave height (for example, 15 s period = 5 ft wave height).

4.4.4.3 In no case shall parasail operations be conducted in weather conditions that exceed the manufacturer's specified limitations for the equipment in use.

4.4.5 The vessel Master shall be responsible for assessing local weather conditions and determining if the weather conditions are within acceptable limits.

## 5. Equipment

5.1 *Materials and Manufacture:*

5.1.1 All parasail equipment in use, including but not limited to parasail canopies, parasail harness, or passenger bars, shall be properly designed for parasail operation.

5.1.2 Vessels used for parasail operation shall be purpose built for parasail operation.

5.1.3 Parasail equipment shall be operated, stowed, inspected and maintained in accordance with the manufacturer's recommendations. Equipment found in substandard condition shall be removed from the vessel for repair or destruction.

5.1.4 Parasail toelines shall be braided with a minimum rated tensile strength of not less than 4800 lb (2177 kg).

5.1.5 Parasail toelines shall not exceed 1200 ft in length.

5.2 *Equipment*—The following equipment shall be available onboard the vessel:

5.2.1 Weather monitoring equipment in accordance with 4.1,

5.2.2 Primary anchor,

5.2.3 Secondary anchor or equivalent device to augment the primary anchor,

5.2.4 Hydraulic parasail winch,

5.2.5 Hydraulic parasail winch brake,

5.2.6 Level-wind system or equivalent device to ensure even pay out and take up of toelines of greater than 300 ft in length,

5.2.7 Parasail deflating/arresting device,

5.2.8 Boat hook with a minimum reach of 10 ft,

5.2.9 Knife capable of cutting toeline,

5.2.10 Parasail including canopy, harness, and

5.2.11 A United States Coast Guard approved Type III lifejacket, or equivalent, sized for all passengers going aloft.

5.3 *Maintenance and Inspection:*

5.3.1 *Maintenance:*

5.3.1.1 The vessel owner shall implement written maintenance and inspection procedures for the vessel and the parasail equipment including but not limited to: vessel propulsion & auxiliary machinery, communications, navigation, firefighting equipment, lifesaving equipment, structural integrity of the hull and load path affected by parasail operations, and all associated equipment used for parasailing (that is, chutes, harnesses, toelines, etc.).

5.3.1.2 All inspections and maintenance activities shall be recorded in a maintenance log (see 5.3.4).

5.3.2 *Pre-Flight Inspections*—The parasail harness webbing/stitching, passenger bar, canopy, shroud lines and toeline shall be visually, and to the extent possible, physically inspected by a qualified crewmember prior to each day's parasail activities.

5.3.3 *Periodic Inspection:*

5.3.3.1 Parasail harness, passenger bars, and canopies shall be sent to the manufacturer every year to be overhauled and inspected. The manufacturer shall provide a letter or certification of the equipments' inspection and endorsement for subsequent use. This maintenance shall be recorded in a maintenance log (see 5.3.4).

5.3.3.2 A qualified vessel crewmember (see 7.2.1.3) may conduct periodic inspections as specified in 5.3.3.1, in lieu of the manufacturer inspection. The periodic inspection shall be documented and recorded as specified in 5.3.3.1.

5.3.4 *Record Keeping:*

5.3.4.1 The vessel owner shall maintain a log or otherwise record all maintenance and inspections performed on the vessel and its equipment.

5.3.4.2 Record keeping shall include the date the maintenance/inspection was performed and the name of the qualified individual or company who performed maintenance/inspection.

5.3.4.3 Recorded data shall be retained for a minimum of 3 years on board the vessel or on the premises of the place of business. It is recommended that records be maintained for the life of the equipment which would exceed 3 years (for example, parasail vessel, winches, and larger equipment).

5.3.4.4 The maintenance records shall be made available for inspection by the Authority Having Jurisdiction (AHJ) when requested.

## 6. Operations

6.1 *Pre-Flight Operations:*

6.1.1 Crewmembers shall ensure passengers are properly fitted with a lifejacket prior to flight.

6.1.2 Crewmembers shall ensure passengers are within the manufacturer's minimum and maximum load capacity for the parasail equipment in use.

6.1.3 Crewmembers shall ensure passengers are properly fitted into the parasail harness. Harness waist strap shall be placed around the passenger's waist, not the lifejacket.

6.1.4 Vessel Master shall confirm that weather conditions are within the limits specified in 4.4.

6.2 *Flight Operations:*

6.2.1 Parasail operations shall be limited to flight not exceeding 500 ft above ground level.

6.2.2 For offshore wind conditions, maintain a minimum 1000 ft distance from shore.

6.2.3 For onshore wind conditions, maintain:

6.2.3.1 1000 ft distance from shore for wind speed of 0 to 5 mph.

6.2.3.2 1000 ft + 1 times the towline length from shore for wind speed of 6 to 10 mph.

6.2.3.3 1000 ft + 2 times the towline length from shore for wind speed of 11 to 15 mph.

6.2.3.4 1000 ft + 3 times the towline length from shore for wind speed 16 to 20 mph.

6.2.4 For enclosed waters (lakes, bays, sounds, etc.), the vessel Master shall operate so as to maximize the distance of the parasail to the surrounding shoreline given the prevailing weather conditions such that the riders will experience a water landing should they experience a towline separation.

6.2.5 *Dipping*—If part of the flight involves dipping the passengers in the water, the following shall apply:

6.2.5.1 The vessel owner shall establish written procedures for dipping passengers. These procedures shall address vessel speed, controlling rate of descent, controlling level of passenger immersion in the water, and maximum duration of immersion.

6.2.5.2 Passengers shall not be more than 150 ft from the vessel when being dipped.

6.2.5.3 The vessel owner shall establish training requirements for dipping passengers and ensure this training has been conducted and recorded for the crewmembers conducting this activity.

6.2.6 *Towline Care:*

6.2.6.1 Should the towline come in contact with saltwater, it shall be rinsed with freshwater as soon as practicable but no later than at the conclusion of the day's parasail operations.

6.2.6.2 When not in use, towlines shall be stored in a dry, covered environment away from direct sun exposure.

6.2.6.3 The bitter end of a towline shall be trimmed to whatever following criteria is most frequent: the manufacturer's specification, a minimum of 12 in. every 100 flights or a minimum of 12 in. every 30 days. The trimmed piece shall be labeled with the date trimmed and vessel name and retained aboard the vessel or on the premises of the place of business until the existing towline is permanently removed from service. Trimming of the bitter end shall be recorded as part of the maintenance log in accordance with 5.3.4.

6.3 *Emergency Procedures:*

6.3.1 The vessel owner shall establish emergency procedures to include but not limited to:

6.3.1.1 Fire,

6.3.1.2 Sudden or heavy weather,

6.3.1.3 Man overboard,

6.3.1.4 Water landings,

6.3.1.5 Towline separation to include arresting of the parasail canopy and retrieval of riders in the water with the canopy attached.

6.3.2 The Emergency Procedures shall be posted or readily available onboard the vessel.

6.3.3 The vessel owner shall ensure that drills and training for crewmembers in the emergency procedures listed in 6.3 are conducted at regular intervals.

6.3.3.1 The vessel owner shall document the date and time of all emergency drills are conducted along with the names of crewmembers participating in accordance with 7.2.2.

## 7. Crew Requirements

7.1 *General:*

7.1.1 A parasail vessel shall be manned with a minimum of two crewmembers (Master + 1 Deckhand) while conducting Parasail operations.

7.1.2 A minimum of one crewmember onboard shall be certified and current in an accepted course of standard First Aid including Adult-Child-Infant cardiopulmonary resuscitation (CPR). Accepted courses shall include nationally recognized and accredited training courses that issue course completion documents.

7.1.3 All crewmembers as defined in 7.1.1 shall be enrolled and participating in an approved drug testing program in accordance with 46 CFR Part 16 or equivalent program.

7.2 *Crewmember Training:*

7.2.1 The vessel owner shall establish a crewmember training program that includes, but is not limited to:

7.2.1.1 Vessel familiarization, inspection, and maintenance,

7.2.1.2 Emergency procedures listed under 6.3,

7.2.1.3 Parasail equipment familiarization, inspection, maintenance, and stowage,

7.2.1.4 Passenger pre-flight instructions, preparations, and checks,

7.2.1.5 Parasail launch, flight, and recovery operations,

7.2.1.6 Flight monitoring.

7.2.2 The vessel owner shall maintain a record of drills and training conducted for all crewmembers to document and verify crewmember proficiency with the requirements listed in 7.2, 7.3.3, and 7.4.2. Training entries shall include the date, description, crewmember, and signature verification of the qualified individual supervising and/or conducting the training and/or drill. Vessel owners may review and use crewmember held training logs, as specified in 7.3.4 and 7.4.3, to verify crewmember proficiency with the requirements of 7.2, and the required number of flight rotations as specified in 7.3.3 and 7.4.2.

7.3 *Master:*

7.3.1 The Master shall be familiar with all applicable State and local rules and regulations governing parasailing.

7.3.2 A Master shall read and become familiar with all aspects of this ASTM standard and review it on an annual basis.

7.3.3 A Master shall qualify for conducting parasail operations by demonstrating proficiency in the items listed within 7.2 and completing a minimum of 500 flight rotations, under the direct supervision of a qualified Master, prior to serving as a qualified Master aboard a parasail vessel.

7.3.4 To prove proficiency in conducting parasailing activities, a Master should maintain a log of their training, to include review of this ASTM standard, and all other parasailing specific training activities. This log shall include a record of

flight rotations, as part of a qualification process, and associated training which shall be verified by the name and signature of the qualified vessel Master or vessel Owner who supervised and/or conducted the training and the date of the training.

#### 7.4 *Deckhand:*

7.4.1 The deckhand's duties and responsibilities shall be to support the Master in the overall operation of the parasail vessel and associated activities.

7.4.2 A Deckhand shall qualify for conducting parasail operations by demonstrating proficiency in the items listed within 7.2 and completing a minimum of 50 flight rotations, under the direct supervision of a qualified Deckhand or Master, prior to serving as a qualified Deckhand aboard a parasail vessel.

7.4.3 To prove proficiency in conducting parasailing activities, a Deckhand should maintain a log of their training and all other parasailing specific qualification activities. This log shall include a record of flight rotations, as part of a qualification process, and associated training which shall be verified by the name and signature of the qualified vessel Master or Deckhand who supervised and/or conducted the training and the date of the training.

7.5 *Record Keeping*—Training records maintained by Vessel Owners and Crewmembers under this section shall be made available for inspection by the Authority Having Jurisdiction (AHJ) when requested.

### 8. Patron (Passenger) Responsibility

8.1 The owner/operator shall advise patrons of their inherent responsibilities as follows:

8.1.1 There are inherent risks involved in parasail operations. Patrons, by participation, accept the risks inherent in such participation of which the ordinary prudent person is or should be aware. Patrons have a duty to properly use all parasailing safety equipment, as instructed by the crew. Patrons have a duty to exercise good judgment and act in a responsible manner while parasailing to obey all oral or written instructions, restrictions, or warnings, prior to and during participation.

8.1.2 Patrons have a duty to not participate when under the influence of drugs or alcohol.

8.1.3 Patrons have a duty to properly use all safety equipment provided.

8.1.4 Patrons have a duty to advise the vessel crew of any impairments or disabilities.

8.1.5 The vessel Master may refuse flying for anyone at any time and for any reason if in their judgement it is not safe to do so (for example, inclement weather conditions, patrons intoxicated, patrons unable/unwilling to follow directions, etc.).

### 9. Keywords

9.1 crewmember; deckhand; dipping; drills; emergency; equipment; maintenance; master; operations; parasail; passenger bar; training; weather conditions; weather log; weather monitoring device

## APPENDIX

### (Nonmandatory Information)

#### X1. EXAMPLE WEATHER LOG

X1.1 See Fig. X1.1.





16700/16-021  
January 11, 2016

City of Gulf Shores  
Director of Recreation & Cultural Affairs  
Attn: Mr. Grant Brown  
P.O. Box 299  
Gulf Shores, AL 36547

Subj: CITY OF GULF SHORES PARASAIL VESSEL SAFETY ORDINANCE

Ref: (a) Mr. Grant Brown (City of Gulf Shores) email dated December 22, 2015, Request for USCG Comments on Proposed Amendments  
(b) ASTM Specification F3099-14, Standard Practices for Parasailing

Dear Mr. Brown:

This letter is being provided in response to reference (a) to address concerns raised at the December 18, 2015 meeting on proposed amendments to Section 8-8 of the City of Gulf Shores City Code of Ordinances.

**Proposal #1: Remove the existing requirement to mark the towline at 800 feet.**

Recommendation: Keep the towline marking requirement in place if it will assist with the enforcement of the 500 foot (or 450 foot per Proposal #5 below) Above Ground Level (AGL) height restriction. We understand that the towline requirement was put in place to assist enforcement personnel on shore or on the water with the computation of height. If other means are available to observe or calculate this height, then we would have no objection to removing this portion.

**Proposal #2: Reduce the 1000 foot minimum operating distance from shore.**

Recommendation: Maintain the minimum operating distances of at least 1000 feet for onshore wind conditions and per the following table for offshore wind conditions:

Wind 0-5 mph	1000 ft distance from shore
Wind 6 to 10 mph	1000 ft + 1 times the towline length
Wind 11 to 15 mph	1000 ft + 2 times the towline length
Wind 16 to 20 mph	1000 ft + 3 times the towline length

This will ensure alignment with reference (b) and help reduce conflicts with the banner plane operating corridor. Additionally, we recommend noting that this minimum distance applies to both the vessel and the parachute.

**Proposal #3: Reduce the 700 foot proposed minimum operating distance from any fixed object (pier)**

Recommendation: We concur with this recommendation. While reference (b) does not specifically speak to the subject of minimum distance from piers, we feel that a minimum of 700 feet from the boat and parasail is sufficient.

11 Jan 2016

**Proposal #4: Change the existing safety corridor buoy type requirement from orange and white to orange, and not require the buoys to be marked “No Swimming.”**

Recommendation: We have no objection to this proposed change. We recommend ensuring that “No Swimming” restrictions are posted elsewhere to warn other beachgoers.

**Proposal #5: Change the maximum Above ground Level (AGL) height of parachute to 450 feet.**

Recommendation: We concur with this proposal as it will reduce the risk of interference with banner plane operations.

**Proposal #6: Change the existing requirement for the Safety Briefing to occur onshore to the allow the briefing to take place on the vessel.**

Recommendation: We recommend that the Safety Briefing include, at a minimum, the details provided in Section 8 of reference (b), and that this Safety Briefing, whether it occurs on shore or on the vessel, be recorded for each passenger so that enforcement agencies can later verify that this is being completed.

**Proposal #7: Remove the existing restriction requiring people who rent jet skis to possess a current vessel operator’s license.**

Recommendation: Per enclosure (1), the Coast Guard recommends that rental businesses provide basic boating safety instruction and education on the safe and prudent operation of personal watercraft (jet skis) or require proof of prior education before renting to anyone. If the vessel operator’s license restriction is removed, we recommend prescriptive requirements for safety instructions and safe operation by the rental business.

**Proposal #8: Revise the required parasail towline type to “line must be polyester with a minimum tensile strength of 6,000 pounds.”**

Recommendation: We concur with the increase in minimum tensile strength from 4,800 to 6,000 pounds. Parasail towlines should be of braided, low stretch construction.

We appreciate the opportunity to provide our recommendations, and appreciate your cooperation in helping to enhance the safety of parasail operations within the Gulf Shores jurisdiction. Please feel free to contact me at (251) 441-5284 or by email at [robert.c.compher@uscg.mil](mailto:robert.c.compher@uscg.mil) if you have any questions or if I can be of further assistance.

Sincerely,



R. C. Compher  
Commander, U. S. Coast Guard  
By direction

Encl: (1) U.S. Coast Guard Information Sheet, “Personal Watercraft”



# U. S. COAST GUARD

## INFORMATION SHEET



### *PERSONAL WATERCRAFT*

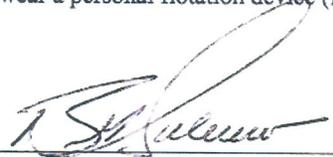
**ISSUE:** An upward trend in the number of personal watercraft (PWC) in accidents involving children and adolescents when compared to other types of recreational vessels.

**BACKGROUND:** Since their introduction in the mid 1970's, PWC continue to enjoy a steady upward trend in use and popularity, especially among younger boaters. While the overall number of PWC in accidents and resulting injuries have shown a remarkable downward trend since 1996, children and adolescents are injured with greater frequency riding PWC when compared to other types of recreational vessels. In one year, 112 children under the age of 12 were injured on PWC. Lack of experience and excessive speed caused 60% of the accidents when the operator was less than 12 years of age. Twenty percent of these were operators in violation of State laws and manufacturers' recommendations. Additionally, 80% of these operators did not have formal training, and most PWC accidents occur in the first 20 hours of operation. Current estimates show over 1.48 million PWC are in use with an annual rider-ship of over twenty million Americans.

**DISCUSSION:** States have assumed the greater responsibility for regulating PWC operation. Currently, the majority of the States and Territories have adopted laws specifically aimed at PWC operation and that address one or more of the following: mandatory lifejacket wear, minimum operator age, prohibition of night operation, and prohibition of unsafe operation such as wake jumping within 100 feet of the vessel creating the wake, weaving through congested traffic, excessive speed, and operation too close to another vessel. PWC are recreational vessels as defined in 46 U.S.C. § 2101 and must command the same respect as any other vessel by its operator and fellow boaters. The Coast Guard worked with the National Association of State Boating Law Administrators (NASBLA) in the development of a Model Act for Personal Watercraft. The Personal Watercraft Industry Association (PWIA) has a similar model act and fully supports passage of such legislation. The industry has been sensitive to the negative perceptions regarding their product and has been very active in promoting PWC operator legislation, education and safety awareness.

A personal watercraft is a vessel and the operator must obey the Navigation Rules. Similarly, they retain all the privileges and responsibilities that accrue to other power driven vessels on the water. The Coast Guard strongly advocates basic boating safety instruction and education, especially for children, before riding a PWC. Supervising adults should be aware of all manufacturers' recommendations and local laws concerning PWC use by children. The Coast Guard further recommends that rental businesses provide basic boating safety instruction and education on the safe and prudent operation of the PWC or require proof of prior education before renting to anyone, and require renters to wear a personal flotation device (lifejacket).

APPROVED: \_\_\_\_\_

  
B. M. SALERNO  
Rear Admiral, U.S. Coast Guard

DATE: \_\_\_\_\_

JUL 17 2006

# STEC

Safety, Training, Environmental, Consultants

In response to the concerns raised during the proposed amendments to Section 8-8 of the City Code of Ordinances.

Concerns:

1. Remove the existing requirement to mark the towline at 800 ft.
  - a. The argument of trimming the line will cause operator to re-measure and adjust line mark every week.

**Response:** No change to requirement.

Explanation: This mark will help identify length of towline for operators and City officials. Operators generally mark their towline approximately 150 from the bitter end to maintain a safe amount of wraps on their drum to prevent “Yoyoing” the line.

2. Reduce the 1000ft minimum operating distance from shore

**Response:** No change to requirement.

Explanation: Industry standards set a **minimum** distance of 1,000 feet. ASTM and First Flight Insurance require a minimum distance of 1,000 feet. It is critical to give yourself a safety buffer in the event of line separation or loss of power to execute a retrieval/rescue of passengers. 6 of the 8 deaths since 2009 involved towline separation. This will also provide an additional safety buffer between banner planes and parasail operations.

3. Reduce the 700ft proposed minimum operating distance from any fixed object (pier)

**Response:** I propose to change it to 1,000ft

Explanation: No argument or evidence was presented to show justification for approaching the pier. This fixed object can be deadly in the event of towline separation or loss of power. In 2009 two female passengers died following a towline separation and where drug into the pier. This information is available per the NTSB investigation.

4. Change buoy type requirement.

**Response:** I recommend changing to an all-orange buoy with a 12” min. diameter. No wording requirements.

5. Maximum above ground level (AGL) of parasail from 500ft to 450ft Maximum.

**Response:** I agree with change to provide a safety buffer for low flying air-craft.

6. Change the requirement for the safety briefing to occur on the shore to allow the briefing to take place on the vessel.

**Response:** At minimum, the guest should be given a written safety briefing on shore to read, or have it read to them. This safety briefing must be signed by the passenger showing that he/she has read, understands, and is willing/able to comply. Minor passengers should have this briefing signed by a parent or guardian.

7. Remove the existing restriction requiring people who rent jet skis to possess a current vessel operator's license.

**Response:** Defer to legal council

8. Revise the required parasail towline type to "line must be polyester with a minimum tensile strength of 6,000 lbs."

**Response:** Parasail tow lines should be braided with a minimum strength of not less than 6,000lbs.

In addition to the above responses, I recommend the following:

1. Each operator prepare and post at their place of operation an emergency procedures/crisis management plan to include:
  - a. Name and contact number of designated company representative
  - b. Secondary contact person
  - c. USCG phone number
  - d. Marine Patrol phone number
  - e. Life Guard
  - f. Designated City official
  - g. Hospital(s)
  - h. All incidents/accidents requiring more than basic first aid to a passenger must be reported to City officials within 24 hours.
  - i. Any incident/accident involving a death or transported by EMS to hospital, must be reported as soon as possible, but no later than 8 hours to Designated City Official.
  - j. Submit in writing emergency procedures for the following:
    - i. Fire on vessel with parasail aloft.
    - ii. Line Separation.
    - iii. Sudden or Heavy weather
    - iv. Man overboard
2. Parasails, harness, and multi-passenger bars, shall be individually numbered or tagged with a number that can easily identify each piece of equipment. This ID/serial number will be reference when completing required maintenance logs.



SMALL TOWN, BIG BEACH™

## Memorandum

Date: January 12, 2016

To: Mayor Craft

City Council

From: Grant Brown

Matt Young

Cc: Steve Griffin

Subject:

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**BACKGROUND:** In an effort to promote art education, community involvement, and economic growth through dynamic art programs for all ages we have worked very closely with the Gulf Coast Arts Alliance (GCAA) in support of their mission to enhance quality of life and create a sense of place in Gulf Shores. To further codify this relationship, we have drafted an agreement which will be mutually beneficially to the City and the GCAA.

This Agreement identifies specific locations for supporting arts activities, including activities which GCAA volunteers have agreed to provide service to the City, establishes the responsibilities and conditions under which that volunteer service will be provided, and delineates the responsibilities of the City, with respect to the activities located at City operated properties.

**RECOMMENDATION:** Authorize the Mayor to execute and City Clerk to attest respectfully an agreement between Gulf Coast Arts Alliance, Inc. and The City of Gulf Shores

**PREVIOUS COUNCIL ACTION:** None

**BUDGET IMPLICATIONS:** The minor expenses related to the agreement can be absorbed within the Programs and Events budget.

**ATTACHMENTS:** Agreement between Gulf Coast Arts Alliance, Inc. and The City of Gulf Shores

**DEPARTMENT:** Recreation and Cultural Affairs

**STAFF CONTACT:** Matt Young and Grant Brown



## AGREEMENT

### GULF COAST ARTS ALLIANCE, INC. AND THE CITY OF GULF SHORES 2016 SEASON

This AGREEMENT (this "Agreement") is dated and effective \_\_\_\_\_, 2016 (the "Effective Date"), by and between the GULF COAST ARTS ALLIANCE, INC., an Alabama mutual benefit nonprofit corporation ("GCAA") and the CITY OF GULF SHORES ("CITY"), in Gulf Shores, Alabama, as described below. Unless otherwise terminated per the terms agreed upon here within this AGREEMENT will terminate on January 31, 2017. GCAA and CITY are referred to singularly as a "party" and collectively as the "parties" on a generic basis.

#### INTRODUCTION AND PURPOSE

The City of Gulf Shores and the Gulf Coast Arts Alliance are interested in promoting art education, community involvement, and economic growth through dynamic art programs for all ages, enhancing the quality of life and creating a sense of place in Gulf Shores.

This Agreement identifies specific locations for supporting these activities, including activities, which GCAA volunteers have agreed to provide service to the City, establishes the responsibilities and conditions under which that volunteer service will be provided, and delineates the responsibilities of the City, with respect to the activities located at City operated properties.

#### SCOPE OF THE AGREEMENT

##### **City Properties Covered by this Agreement**

This Agreement applies to activities located in the following properties: 1) Waterway Village; 2) Cultural Center; 3) Meyer Park; 4) Thomas B. Norton Public Library; 5) City Hall; 6) Gulf Shores Museum.

##### **Ownership of Improvements**

All improvements, constructed on the land of the City, shall be, and remain the property of the City. All materials, including records, data, and other information acquired, developed or documented under this Agreement shall be the property of the originating party, unless otherwise mutually agreed upon by both parties.

##### **GCAA Volunteers**

Volunteers assigned to work under this Agreement are volunteers of GCAA and are covered under the policies and procedures of GCAA in relation to volunteer organization and management. Volunteers are not employees of the CITY, however they will be required to submit to criminal and other background checks as determined by the City and will receive direction enabling them to represent the relationship between GCAA and the CITY as contemplated by this Agreement. The City reserves the right of approval or disapproval of any and all volunteers utilized or proposed to be utilized by GCAA in the performance of the responsibilities of GCAA under this Agreement.

## **Process for Amendments**

During the term of this Agreement, either party may request an amendment to the Agreement. Any amendment to this Agreement must be in writing and signed by both parties.

## **GCAA RESPONSIBILITIES**

During the term of this Agreement, the responsibilities of GCAA are as follows:

1. GCAA will provide technical support to the CITY in determining the advancement of public visual and performing arts in accordance both CITY and GCAA mission statements and the CITY Strategic Plan 2015-2019.
  - Identify a GCAA designated representative for the term of this agreement and submit his or her name to CITY Programs & Events Supervisor.
2. GCAA will provide logistical assistance for Waterway Village Art Markets.
  - Submit appropriate Public Assembly Permits
  - Coordinate schedules with CITY Programs & Events Supervisor.
  - Identify vendor both locations
3. GCAA will provide and supervise volunteers in the provision of five (5) youth and five (5) adult low-cost art classes.
  - Utilize facilities owned by the CITY made available by the CITY Programs & Events Supervisor.
  - Coordinate curriculum, class schedule and public notification with CITY Programs & Events Coordinator Supervisor.
  - GCAA will recommend to the CITY for consideration the curriculums, mediums, costs, and location for art classes, materials and supplies (if requested by the CITY).
4. GCAA will provide and supervise revolving visual and performing art exhibits to be displayed at City Hall, Thomas B. Norton Library, City Museum and the Cultural Center.
  - Seasonally submit a schedule identifying the minimum display timetable to the CITY Programs & Events Supervisor for approval.
  - Coordinate location and duration with City Programs & Events Supervisor.
5. GCAA may provide art exhibits in association with CITY's Music at Meyer Park
  - Submit proposed artists to CITY Programs & Events Supervisor for approval

## **CITY RESPONSIBILITIES**

During the term of this Agreement, the responsibilities of CITY are as follows:

1. CITY will provide maintenance staff support and electricity for no less than four (4) and no more than seven (7) Waterway Village Art Markets, location and schedule agreed to by the CITY.
2. CITY will provide sanitation services, including portable restrooms and trash receptacles, to ensure proper health and safety at agreed events.
3. CITY will review and approve all curriculums, mediums, costs, materials, supplies and locations for art classes and agreed volunteer activities.
4. CITY will provide facilities and venues for all agreed classes and exhibits as stated per this agreement at no charge.
5. CITY will purchase materials, if needed, to be used in the administration of approved classes.

6. CITY will provide digital and social media advertising, marketing and registration service for all agreed activities.
7. CITY will recognize GCAA's contributions to the advancement of Gulf Coast visual, musical, performing literary and culinary arts in an appropriate media in a manner and be coordinated through CITY.
8. CITY will authorize GCAA to have informational displays at each CITY event associated with this agreement for the purposes of providing information about GCAA membership, classes and events, as approved and coordinated with CITY Programs & Events Supervisor.
9. CITY will notify GCAA of cancellations, facility closures or event which affect scheduled curriculums and reschedule when appropriate.

## OTHER TERMS OF THE AGREEMENT

### **Hold Harmless Agreement**

Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees that it will assume risk and liability to itself, its agents or employees, for the injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents or employees under the Agreement, for any loss, cost, damage, or expense resulting at any time from any and all causes due to any acts of negligence, or the failure to exercise proper precautions, of or by itself or its own agents or its own employees, in the course of or otherwise in connection with the performance of its responsibilities under this Agreement. .

### **Term of Agreement**

Either party may terminate this Agreement upon 30 days written notice to the other party. .

### **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to principles of conflict of laws.

### **GCAA Contact**

Eloise Thomely, Vice Chairman  
PO BOX 4153  
Gulf Shores, AL 36547  
Office: 251.948.2627  
Cell: 251.223.3970  
[www.gulfcoastartsalliance.com](http://www.gulfcoastartsalliance.com)  
[eloise.thomely@gmail.com](mailto:eloise.thomely@gmail.com)

### **CITY Contact**

Leslie Dethloff, Programs & Events Supervisor  
PO BOX 299  
Gulf Shores, AL 36542  
Office: 251.968.1171  
Cell: 251.223.7676  
[www.gulfshoresal.gov](http://www.gulfshoresal.gov)  
[ldethloff@gulfshoresal.gov](mailto:ldethloff@gulfshoresal.gov)

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

City of Gulf Shores  
1905 West 1<sup>st</sup> Street  
Gulf Shores, AL 36542

Gulf Coast Arts Alliance, Inc.  
225 East 24<sup>th</sup> Avenue  
Gulf Shores, AL 36547

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

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

Its Mayor

Title: Eloise Thomely,  
Vice Chairman

Attest:

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

\_\_\_\_\_

City Clerk

Title: Maria Bastin, Chairman

Application for a Public Assembly Permit must be submitted to the City Clerk at least thirty (30) days prior to the date of the proposed assembly.

APPLICATION FOR PUBLIC ASSEMBLY PERMIT  
AS REQUIRED BY SECTION 11-20 ET SEQ. OF  
THE CODE OF ORDINANCES OF  
THE CITY OF GULF SHORES, ALABAMA

Date: November 30, 2015

ORGANIZATION/SPONSOR Gulf Coast Arts Alliance  
ADDRESS 225 East 24th Ave., Gulf Shores, AL 36542  
AGENT OR REPRESENTATIVE Elaine Thomley  
TELEPHONE NUMBER (home) \_\_\_\_\_ (business) 251-948-2627  
Email ADDRESS \_\_\_\_\_

It is respectfully requested that a Public Assembly Permit be issued to the above named organization or sponsor.

The following required information is submitted for the review and approval of the appropriate City Departments and the City Council:

- a. Purpose of the Public Assembly: Festival of Art
- b. Dates of the Assembly: March 4, 5, 6, 2016
- c. Time of the Assembly: from noon until 6 pm (Attached)  
March 6 take down tents to 6 pm Festival
- d. Estimated number of Participants/Attendees: 3,000
- e. Estimated number of Vendors: 50-60
- f. Location of Assembly (legal description of property if known): 116 East 24th Ave, Waterway Village, Gulf Shores, AL.
- g. Owner of Property: William S Callaway Trust  
Lee Callaway Estate

Supply to Clerk a letter from owner of property permitting use for activity, if not owned by applicant. (attached)

APPLICATION FOR PUBLIC ASSEMBLY PERMIT  
Page 2

- h. If applicant will need to use City employees for any part of the preparation and clean-up of the site, a separate agreement with the City will be required before issuance of the Permit.
- i. Applicant shall guarantee payment of business licenses and sales tax, if applicable to function.
- k. **Required attachments -- detailed explanation, including drawings and diagrams where applicable, of the prospective plan of the Permittee to provide for the following, as appropriate:**
  - (1) Police and fire protection (describe on-site security; Gulf Shores Police will do routine patrol and will respond to calls.)
  - (2) Food and water supply and facilities
  - (3) Health and sanitation facilities (specify number of portable toilet facilities to be furnished)
  - (4) Medical facilities and services including emergency vehicles and equipment
  - (5) Vehicle access and parking facilities (If the proposed public assembly is expected to require more parking than can be provided at the location of the assembly, the applicant must submit plans showing where additional parking will be provided and a letter from the owner of the property granting approval for such use.)
  - (6) Camping and trailer facilities
  - (7) Illumination facilities
  - (8) Communications facilities
  - (9) **Signage - Signage placement must be shown on diagram, comply with the City's Zoning Ordinance (Ordinance #1584, Chapter 18, Article XVI, Signs) and be approved by the Recreation and Cultural Affairs Director (or his agent) prior to the issuance of the Permit.**
  - (10) Noise control and abatement
  - (11) Facilities for daily clean up and waste disposal; final cleanup will be done within 24 hours after close (grease or oil disposal shall be monitored)
  - (12) Insurance and bonding arrangements -- Binder or other proof of coverage in proper amount shall be in the hands of the Clerk no later than five (5) days before the first day of the event.

APPLICATION FOR PUBLIC ASSEMBLY PERMIT  
Page 3

The undersigned has authority to execute this application; and the requesting organized group, unincorporated association of persons, or corporation promises and agrees to abide by all the terms and conditions of Section 11-26, Code of Ordinances, under which a Public Assembly Permit is issued, and to abide by all rules and regulations of the City of Gulf Shores, Alabama.

  
SIGNATURE OF AGENT

By authority of Section 11-24 of the Code of Ordinances of the City of Gulf Shores, the requirement of an Assembly Permit shall not apply to any activity sponsored by the City, County or State.

The Permit shall be issued only after approval by the appropriate City Officials, as indicated below:

- a. Police Chief: \_\_\_\_\_ Date: \_\_\_\_\_
  - b. Fire Chief: \_\_\_\_\_ Date: \_\_\_\_\_
  - c. Public Works Director: \_\_\_\_\_ Date: \_\_\_\_\_
  - d. Building Official: \_\_\_\_\_ Date: \_\_\_\_\_
  - e. Planning & Zoning: \_\_\_\_\_ Date: \_\_\_\_\_
  - f. Recreation & Cultural Affairs: \_\_\_\_\_ Date: \_\_\_\_\_
  - g. City Administrator: \_\_\_\_\_ Date: \_\_\_\_\_
- =====

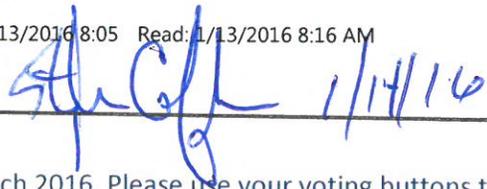
## Emily Tidwell

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**From:** Emily Tidwell  
**Sent:** Wednesday, January 13, 2016 8:05 AM  
**To:** Edward J. Delmore; Hartly Brokenshaw; Andy Bauer; Mark Acreman; Brandan Franklin; Grant Brown  
**Cc:** Wanda Parris; Carla Estill; Alicia Talley  
**Subject:** Assembly Permit #3  
**Attachments:** SKM\_C224e16011307482.pdf

Tracking:	Recipient	Delivery	Read	Response
	Edward J. Delmore	Delivered: 1/13/2016 8:05 AM		Approve: 1/13/2016 1:17 PM
	Hartly Brokenshaw	Delivered: 1/13/2016 8:05 AM	Read: 1/13/2016 8:54 AM	Approve: 1/13/2016 8:54 AM
	Andy Bauer	Delivered: 1/13/2016 8:05 AM	Read: 1/14/2016 8:05 AM	Approve: 1/14/2016 8:07 AM
	Mark Acreman	Delivered: 1/13/2016 8:05 AM	Read: 1/13/2016 8:27 AM	Approve: 1/13/2016 8:27 AM
	Brandan Franklin	Delivered: 1/13/2016 8:05 AM	Read: 1/13/2016 10:02 AM	Approve: 1/13/2016 10:03 AM
	Grant Brown	Delivered: 1/13/2016 8:05 AM		Approve: 1/13/2016 10:16 AM
	Wanda Parris	Delivered: 1/13/2016 8:05 AM	Read: 1/13/2016 8:43 AM	Approve: 1/13/2016 8:43 AM
	Carla Estill	Delivered: 1/13/2016 8:05 AM		
	Alicia Talley	Delivered: 1/13/2016 8:05 AM	Read: 1/13/2016 8:16 AM	

CITY ADMINISTRATOR



Please see the following Assembly Permit for Festival of Art in March 2016. Please use your voting buttons to approve/decline.

Thank you,  
Emily

## Emily Tidwell

Executive Office  
Administrative Assistant II  
PO Box 299  
203 Clubhouse Drive, Suite B  
Gulf Shores, AL 36542  
[www.gulfshoresal.gov](http://www.gulfshoresal.gov)

Phone (251) 968.1126  
Fax (251) 968.4459

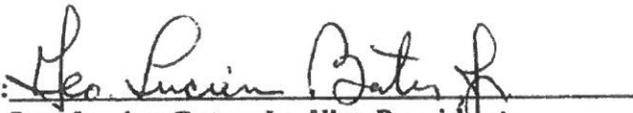


**November 18, 2015**

**To Whom It May Concern**

**The Gulf Coast Arts Alliance, Inc. (GCAA), in partnership with the City of Gulf Shores, along with the merchants in Waterway Village, hereby have permission to use the Lee Callaway Estate property on March 4, 5 and 6, 2016 for the Ballyhoo Arts Festival. The GCAA, all of the entities aforementioned, and the attendees, waive any liability and hold harmless Regions Bank as Executor and the Lee Callaway Estate and will provide Regions Bank with a Certificate of insurance naming Regions Bank and Lee Callaway Estate as being additionally insured.**

**Set up to include stage and sound for entertainment, tents for artists and performers, portable restrooms, trash cans, barricades as needed to prevent people from accessing buildings and hazard areas. The GCAA will provide services as required to create a positive event.**

By: 

**Geo. Lucien Bates, Jr., Vice President  
Regions Bank as Executor of the Lee Callaway Estate**



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>MCCARRON INSURANCE GROUP, INC</b> 25620 Canal Road Orange Beach, AL 36561	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): (251) 981-9999      FAX (A/C, No): (251) 981-2480 E-MAIL ADDRESS: joe@mccarroninsgroup.com	
	<b>INSURER(B) AFFORDING COVERAGE</b> INSURER A: Covington Specialty Insurance	<b>NAIC#</b>
<b>INSURED</b> <b>Gulf Coast Art Alliance</b> P O Box 4153 Gulf Shores, AL 36547	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

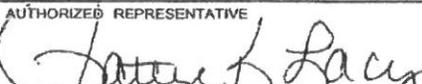
COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VBA359550-00	2/11/2015	2/11/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waterway Village  
 116 East 24th Avenue  
 Gulf Shores, AL 36542

<b>CERTIFICATE HOLDER</b>  Lillian Callaway c/o Xavier Hartman	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

## **BALLYHOO FESTIVAL**

### **Road Closure Schedule**

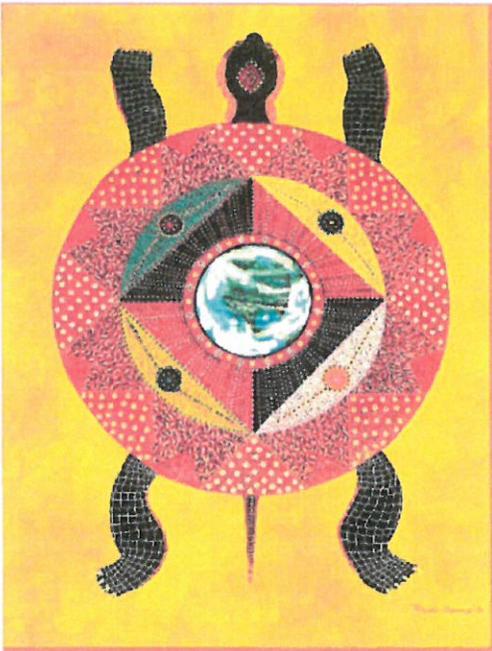
**Hard road closure, March 4, 2016 until March 6 at 6:00 am**

**Artists will be set up on sidewalks opposite each other leaving the street as the walking area for visitors. The street will be closed as indicated on the Festival layout which is attached.**

*Do you?*



*a celebration of art and culture!*



*Do you?*

**balllyho**  
*a celebration of art and culture!*

march 5<sup>th</sup>

9am-6pm

east 24th avenue, gulf shores, alabama



251.948.2627  
[gulfcoastartsalliance.com](http://gulfcoastartsalliance.com)



# PLANNING AND ZONING DEPARTMENT

## TEMPORARY SIGN PERMIT APPLICATION

Temporary Sign Permits may be approved for events associated with temporary carnivals, festivals, fairs, and sporting events, educational and cultural events, charitable, school, and church events, reunions, grand openings & closings, auction, Official City, or State of Alabama notices, private sales, and any other similar events, requiring or not requiring an assembly permit.

Prior to the installation of a Temporary Sign in the City of Gulf Shores, a permit must be issued. In order to ensure that the proposed sign installation complies with the sign regulations, the following information must be submitted in 8 1/2" X 11" format, scale copies of digital photos are acceptable.

### Temporary Sign Regulations

1. Only one such sign shall be allowed per property, per street frontage;
2. Maximum size of a temporary sign is 32 square feet;
3. Such sign shall be located only on private property where the event is being held and not within a public right-of-way;
4. Temporary sign permits may be issued for a maximum of 14 days per calendar year. The 14 days may be broken into increments of no less than 2 consecutive days offering the ability to obtain numerous temporary sign permits per year.
5. **Temporary signs which have been erected without a permit are subject to a double permit fee or may be summarily removed by the City.**
6. **Temporary signs which have expired shall be summarily removed by the City.**

### Temporary Sign Fees:

Permit Fee.....\$25.00

The fee may be waived for non-profit groups.

*AN INCOMPLETE APPLICATION WILL BE RETURNED TO APPLICANT*

### APPLICANT & OWNER INFORMATION:

Applicant: Gulf Coast Arts Alliance Property Owner: \_\_\_\_\_ Sign Contractor: GCAR will erect and remove signs

Applicant Mailing Address: P.O. Box 4153, Gulf Shores, AL 36547

Phone #: (251) 948-2627 Fax #: ( ) \_\_\_\_\_ Email: gulfcoastartsalliance@gmail.com

Sign Location (Business Name): per map Physical Address: multiple

### SIGN INFORMATION:

Sign Area (sq. ft.): 32 Dimensions 4 x 8 Sign Height 6 feet  
15 3 x 5 5 feet

Dates to be Used: Installation: Feb 20, 2016 Removal: March 6, 2016

By signing below, I hereby certify that I have read the above information and attest that the information provided herein and on the submitted plans and documentation is true and correct to the best of my knowledge and understand that any omissions or inaccurate information can cause this application to be rejected. I further understand that temporary sign shall be removed on the date specified above.

APPLICANT/OWNER SIGNATURE: Eloise Thomley (Print) Eloise Thomley

Date: December 3, 2015

Fee Paid: \_\_\_\_\_

Date Issued: \_\_\_\_\_

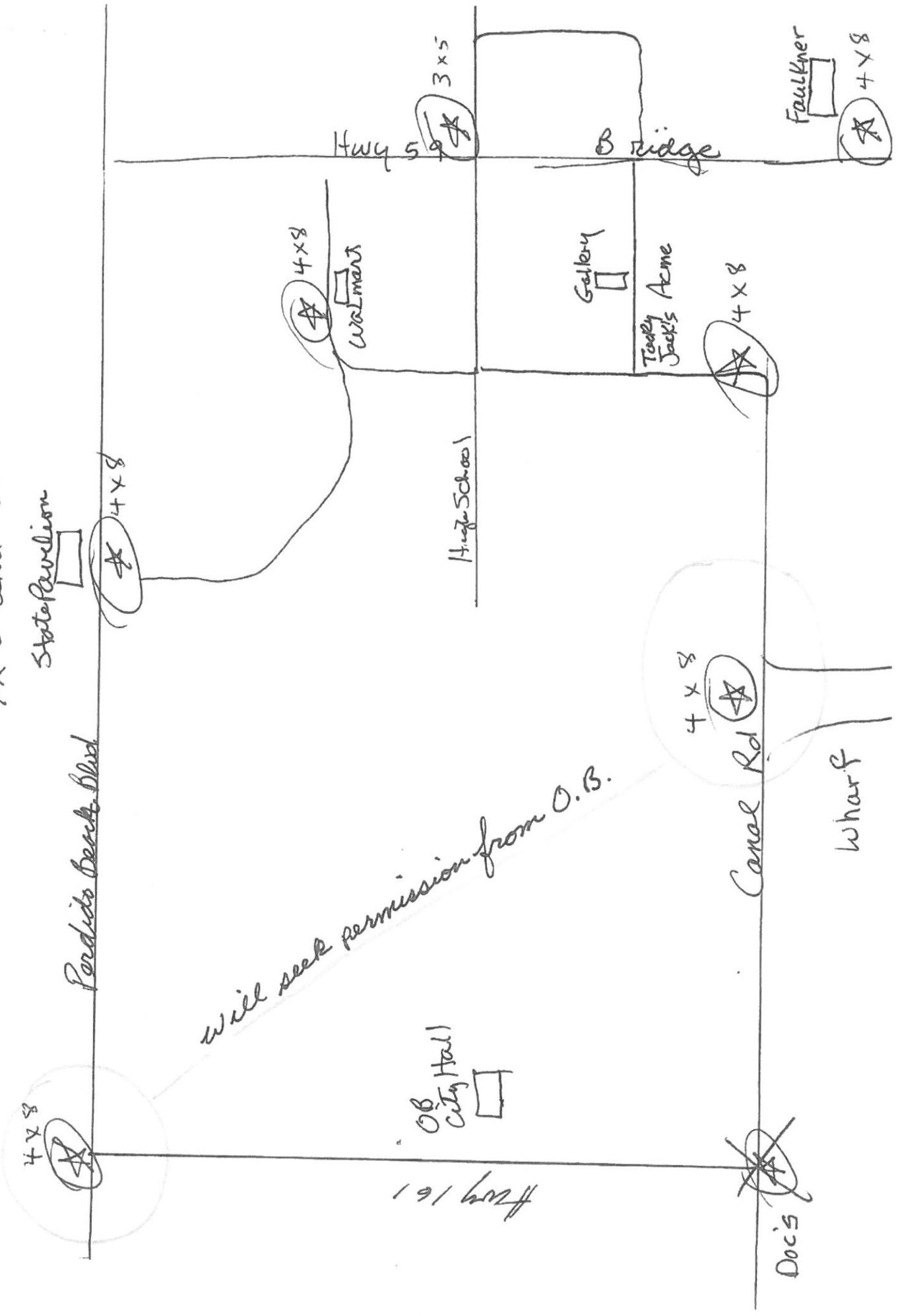
Approved By: \_\_\_\_\_

Bullyhoo



Festival of Art 2016

Location of signs \$ 4x8 and \$ 3x5



will seek permission from O.B.

Doc's

Wharf

Canal Rd

OB City Hall

Hwy 161

Hwy School

Hwy 5

B ridge

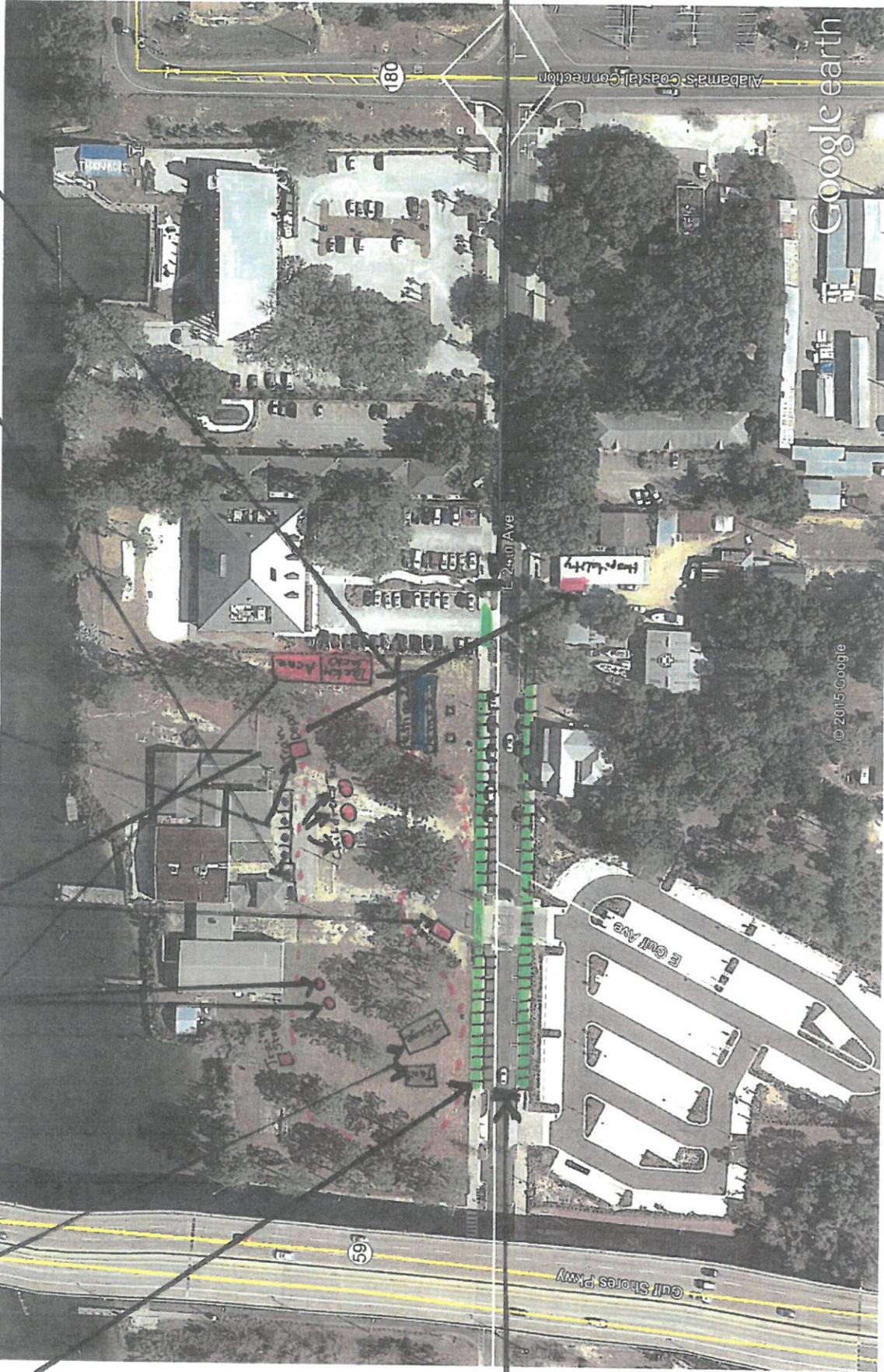
Walmart

Gallery

Toody Jack's Acme

Faulkner

- Artists
- Performing Stage & Tent
- Food
- Registration Hospitality
- Children's Tent / Train Depot
- Sponsor Stores
- Demonstrations / Kitting Zone



Festival

Ballyhoo

Hard Road Closure

Hard Road Closure

Google earth

feet 1000

meters 300



Application for a Public Assembly Permit must be submitted to the City Clerk at least thirty (30) days prior to the date of the proposed assembly.

APPLICATION FOR PUBLIC ASSEMBLY PERMIT  
AS REQUIRED BY SECTION 11-20 ET SEQ. OF  
THE CODE OF ORDINANCES OF  
THE CITY OF GULF SHORES, ALABAMA

Date: Nov. 18, 2015

ORGANIZATION/SPONSOR Gulf Coast Arts Alliance, Inc  
ADDRESS 225 East 24th Ave., Gulf Shores, AL 36542  
AGENT OR REPRESENTATIVE Maria Bastin  
TELEPHONE NUMBER (home) \_\_\_\_\_ (business) 251-948-2627  
Email ADDRESS gulfcoastartsalliance@gmail.com

It is respectfully requested that a Public Assembly Permit be issued to the above named organization or sponsor.

The following required information is submitted for the review and approval of the appropriate City Departments and the City Council:

- a. Purpose of the Public Assembly: Art Markets
- b. Dates of the Assembly: June 4, 2016 3:00 - 8:00pm
- c. Time of the Assembly: Sept 3, 2016 3:00 - 8:00pm
- d. Estimated number of Participants/Attendees: 500 9am - 3pm
- e. Estimated number of Vendors: 35-40
- f. Location of Assembly (legal description of property if known): 116 East 24th Avenue, Waterway Village, Gulf Shores, AL.
- g. Owner of Property: William S Callaway Trust  
Lee Callaway Estate

Supply to Clerk a letter from owner of property permitting use for activity, if not owned by applicant. (attached)

APPLICATION FOR PUBLIC ASSEMBLY PERMIT  
Page 3

The undersigned has authority to execute this application; and the requesting organized group, unincorporated association of persons, or corporation promises and agrees to abide by all the terms and conditions of Section 11-26, Code of Ordinances, under which a Public Assembly Permit is issued, and to abide by all rules and regulations of the City of Gulf Shores, Alabama.

  
SIGNATURE OF AGENT

By authority of Section 11-24 of the Code of Ordinances of the City of Gulf Shores, the requirement of an Assembly Permit shall not apply to any activity sponsored by the City, County or State.

The Permit shall be issued only after approval by the appropriate City Officials, as indicated below:

- a. Police Chief: \_\_\_\_\_ Date: \_\_\_\_\_
- b. Fire Chief: \_\_\_\_\_ Date: \_\_\_\_\_
- c. Public Works Director: \_\_\_\_\_ Date: \_\_\_\_\_
- d. Building Official: \_\_\_\_\_ Date: \_\_\_\_\_
- e. Planning & Zoning: \_\_\_\_\_ Date: \_\_\_\_\_
- f. Recreation & Cultural Affairs: \_\_\_\_\_ Date: \_\_\_\_\_
- g. City Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

=====

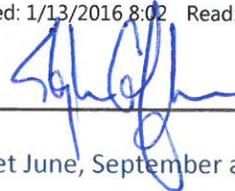
## Emily Tidwell

---

**From:** Emily Tidwell  
**Sent:** Wednesday, January 13, 2016 8:02 AM  
**To:** Edward J. Delmore; Hartly Brokenshaw; Andy Bauer; Mark Acreman; Brandan Franklin; Grant Brown  
**Cc:** Wanda Parris; Carla Estill; Alicia Talley  
**Subject:** Assembly Permit #2  
**Attachments:** SKM\_C224e16011307481.pdf

Tracking:	Recipient	Delivery	Read	Response
	Edward J. Delmore	Delivered: 1/13/2016 8:02 AM		Approve: 1/13/2016 1:14 PM
	Hartly Brokenshaw	Delivered: 1/13/2016 8:02 AM	Read: 1/13/2016 8:39 AM	Approve: 1/13/2016 8:42 AM
	Andy Bauer	Delivered: 1/13/2016 8:02 AM	Read: 1/13/2016 8:19 AM	Approve: 1/14/2016 8:07 AM
	Mark Acreman	Delivered: 1/13/2016 8:02 AM	Read: 1/13/2016 8:27 AM	Approve: 1/13/2016 8:27 AM
	Brandan Franklin	Delivered: 1/13/2016 8:02 AM	Read: 1/13/2016 10:02 AM	Approve: 1/13/2016 10:02 AM
	Grant Brown	Delivered: 1/13/2016 8:02 AM		Approve: 1/13/2016 10:16 AM
	Wanda Parris	Delivered: 1/13/2016 8:02 AM	Read: 1/13/2016 8:43 AM	Approve: 1/13/2016 8:43 AM
	Carla Estill	Delivered: 1/13/2016 8:02 AM		
	Alicia Talley	Delivered: 1/13/2016 8:02 AM	Read: 1/13/2016 8:16 AM	

CITY ADMINISTRATOR

 1/14/16

Please review the following Assembly Permit for the Art Market June, September and October 2016.  
Please use your voting buttons to approve/decline.

Thank you,  
Emily

## Emily Tidwell

Executive Office  
Administrative Assistant II  
PO Box 299  
203 Clubhouse Drive, Suite B  
Gulf Shores, AL 36542  
[www.gulfshoresal.gov](http://www.gulfshoresal.gov)

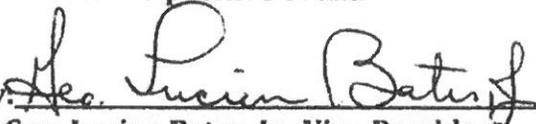
Phone (251) 968.1126  
Fax (251) 968.4459

November 18, 2015

To Whom it May Concern:

**The Gulf Coast Arts Alliance, Inc. (GCAA) in partnership with the City of Gulf Shores, along with the merchants in Waterway Village, hereby have permission to use the Lee Callaway Estate property on June 4, September 3, October 1 and November 5, 2016, for the Waterway Village Art Market. The Gulf Coast Arts Alliance, Inc., all of the entities aforementioned, and the attendees, waive any liability and hold harmless Regions Bank as Executor and the Lee Callaway Estate and will provide Regions Bank with a Certificate of Insurance naming Regions Bank and Lee Callaway Estate as being additionally insured.**

**Set up to include stage and sound for entertainment, tents for artists and performers, portable restrooms, trash cans and barricades as needed to prevent people from accessing buildings and hazard areas. The GCAA will provide services as required to create a positive event.**

By:   
Geo. Lucien Bates, Jr., Vice-President  
Regions Banks as Executor of the  
Lee Callaway Estate

November 18, 2015

To Whom It May Concern:

The Gulf Coast Arts Alliance, Inc. (GCAA), in partnership with the City of Gulf Shores, along with the merchants in Waterway Village, hereby have permission to use the Lillian S. Callaway Family Limited Partnership property on June 4, September 3, October 1 and November 5, 2016, for the Waterway Village Art Market. The Gulf Coast Arts Alliance, Inc., all of the entities afore mentioned, and the attendees, waive any liability and hold harmless Xavier A. Hartmann, III and the Lillian S. Callaway Family Limited Partnership and will provide Xavier A. Hartmann, III with a Certificate of Insurance naming the Lillian S. Callaway Family Limited Partnership as being additionally insured.

Set up to include stage and sound for entertainment, tents for artists and performers, portable restrooms, trash cans and barricades as needed to prevent people from accessing buildings and hazard areas. The GCAA will provide services as required to create a positive event.

By:   
\_\_\_\_\_  
Xavier A Hartmann, III  
Trustee, Lillian S. Callaway Trust  
General Partner, the Lillian S. Callaway  
Family Limited Partnership

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>MCCARRON INSURANCE GROUP, INC</b> 25620 Canal Road Orange Beach, AL 36561	CONTACT NAME:	
	PHONE (A/C, No, Ext): (251) 981-9999	FAX (A/C, No): (251) 981-2480
	E-MAIL ADDRESS: joe@mccarroninsgroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Covington Specialty Insurance	
INSURED <b>Gulf Coast Art Alliance</b> P O Box 4153 Gulf Shores, AL 36547	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

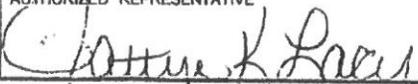
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			VBA359550-00	2/11/2015	2/11/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GENL AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						\$
	<input type="checkbox"/> ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB						\$
	<input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waterway Village  
116 East 24th Avenue  
Gulf Shores, AL 36542

CERTIFICATE HOLDER	CANCELLATION
Lee Callaway Trust c/o Regions Trust George Luchien Bates	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>MCCARRON INSURANCE GROUP, INC</b> <b>25620 Canal Road</b> <b>Orange Beach, AL 36561</b>		<b>CONTACT NAME:</b> <b>PHONE (A/C No, Ext): (251) 981-9999</b> <b>FAX (A/C, No): (251) 981-2480</b> <b>E-MAIL ADDRESS: joe@mccarroninsgroup.com</b>	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: <b>Covington Specialty Insurance</b>	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
<b>INSURED</b> <b>Gulf Coast Art Alliance</b> <b>P O Box 4153</b> <b>Gulf Shores, AL 36547</b>			

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			VBA359550-00	2/11/2015	2/11/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waterway Village  
 116 East 24th Avenue  
 Gulf Shores, AL 36542

<b>CERTIFICATE HOLDER</b>  <b>Lillian Callaway</b> <b>c/o Xavier Hartman</b>		<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	



By signing below, I hereby certify that I have read the above information and attest that the information provided herein and on the submitted plans and documentation is true and correct to the best of my knowledge and understand that any omissions or inaccurate information can cause this application to be rejected. I further understand that temporary sign shall be removed on the date specified above.

APPLICANT/OWNER SIGNATURE: *Eloise Thomley* (Print) ELOISE THOMLEY

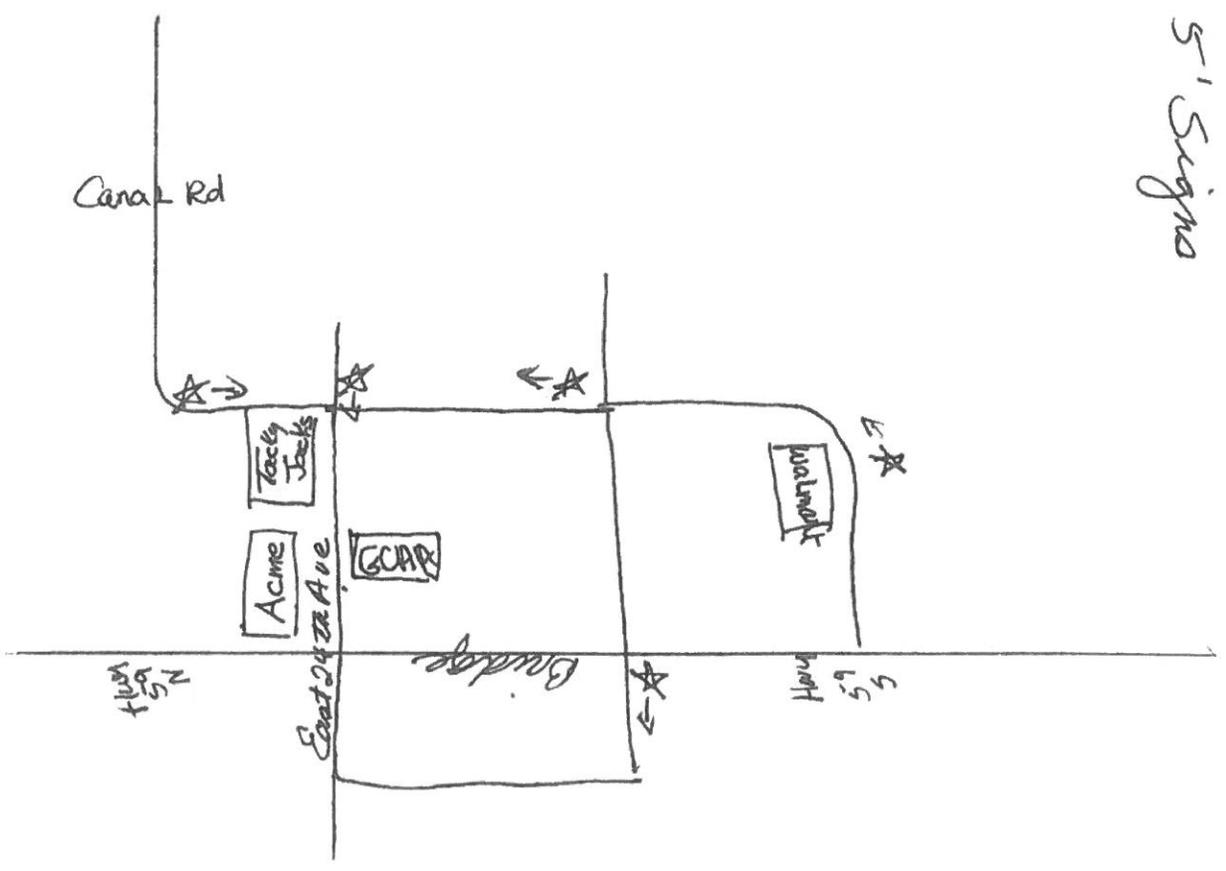
Date: *Oct 21, 2015*

Fee Paid: \_\_\_\_\_

Date Issued: \_\_\_\_\_

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

Waterway Village Art Market  
Placement of 3' x 5' Signs



**Application for a Public Assembly Permit must be submitted to the City Clerk at least thirty (30) days prior to the date of the proposed assembly.**

**APPLICATION FOR PUBLIC ASSEMBLY PERMIT  
AS REQUIRED BY SECTION 11-20 ET SEQ. OF  
THE CODE OF ORDINANCES OF  
THE CITY OF GULF SHORES, ALABAMA**

Date: November 18, 2015

ORGANIZATION/SPONSOR Gulf Coast Arts Alliance, Inc

ADDRESS 225 East 24th Ave, Gulf Shores, AL.

AGENT OR REPRESENTATIVE Maria Boston

TELEPHONE NUMBER (home) \_\_\_\_\_ (business) 251-948-2627

Email ADDRESS gulfcoastartsalliance@gmail.com

It is respectfully requested that a Public Assembly Permit be issued to the above named organization or sponsor.

The following required information is submitted for the review and approval of the appropriate City Departments and the City Council:

a. Purpose of the Public Assembly: Art Markets

b. Dates of the Assembly: Jan 23, Feb 13, May 1, 2016

c. Time of the Assembly: from 10:00am to 4:00 pm

d. Estimated number of Participants/Attendees: 500

e. Estimated number of Vendors: 35

f. Location of Assembly (legal description of property if known): First Presbyterian Church,  
Gulf Shores, AL.

g. Owner of Property: First Presbyterian Church

Supply to Clerk a letter from owner of property permitting use for activity, if not owned by applicant. (attached)

- h. If applicant will need to use City employees for any part of the preparation and clean-up of the site, a separate agreement with the City will be required before issuance of the Permit.
- i. Applicant shall guarantee payment of business licenses and sales tax, if applicable to function.
- k. **Required attachments -- detailed explanation, including drawings and diagrams where applicable, of the prospective plan of the Permittee to provide for the following, as appropriate:**
  - (1) Police and fire protection (describe on-site security; Gulf Shores Police will do routine patrol and will respond to calls.)
  - (2) Food and water supply and facilities
  - (3) Health and sanitation facilities (specify number of portable toilet facilities to be furnished)
  - (4) Medical facilities and services including emergency vehicles and equipment
  - (5) Vehicle access and parking facilities (If the proposed public assembly is expected to require more parking than can be provided at the location of the assembly, the applicant must submit plans showing where additional parking will be provided and a letter from the owner of the property granting approval for such use.)
  - (6) Camping and trailer facilities
  - (7) Illumination facilities
  - (8) Communications facilities
  - (9) **Signage - Signage placement must be shown on diagram, comply with the City's Zoning Ordinance (Ordinance #1584, Chapter 18, Article XVI, Signs) and be approved by the Recreation and Cultural Affairs Director (or his agent) prior to the issuance of the Permit.**
  - (10) Noise control and abatement
  - (11) Facilities for daily clean up and waste disposal; final cleanup will be done within 24 hours after close (grease or oil disposal shall be monitored)
  - (12) Insurance and bonding arrangements -- Binder or other proof of coverage in proper amount shall be in the hands of the Clerk no later than five (5) days before the first day of the event.

APPLI CATI ON FOR PUBLI C ASSEMBLY PERM I T  
Page 3

The undersigned has authority to execute this application; and the requesting organized group, unincorporated association of persons, or corporation promises and agrees to abide by all the terms and conditions of Section 11-26, Code of Ordinances, under which a Public Assembly Permit is issued, and to abide by all rules and regulations of the City of Gulf Shores, Alabama.

  
SIGNATURE OF AGENT

By authority of Section 11-24 of the Code of Ordinances of the City of Gulf Shores, the requirement of an Assembly Permit shall not apply to any activity sponsored by the City, County or State.

The Permit shall be issued only after approval by the appropriate City Officials, as indicated below:

- a. Police Chief: \_\_\_\_\_ Date: \_\_\_\_\_
- b. Fire Chief: \_\_\_\_\_ Date: \_\_\_\_\_
- c. Public Works Director: \_\_\_\_\_ Date: \_\_\_\_\_
- d. Building Official: \_\_\_\_\_ Date: \_\_\_\_\_
- e. Planning & Zoning: \_\_\_\_\_ Date: \_\_\_\_\_
- f. Recreation & Cultural Affairs: \_\_\_\_\_ Date: \_\_\_\_\_
- g. City Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

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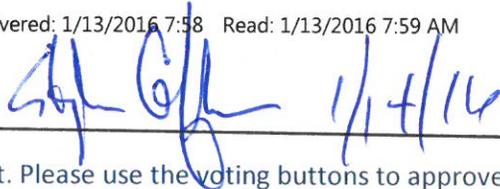
## Emily Tidwell

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**From:** Emily Tidwell  
**Sent:** Wednesday, January 13, 2016 7:58 AM  
**To:** Edward J. Delmore; Hartly Brokenshaw; Andy Bauer; Mark Acreman; Brandan Franklin; Grant Brown  
**Cc:** Wanda Parris; Carla Estill; Alicia Talley  
**Subject:** Assembly Permit #1  
**Attachments:** SKM\_C224e16011307480.pdf

Tracking:	Recipient	Delivery	Read	Response
	Edward J. Delmore	Delivered: 1/13/2016 7:58 AM	Read: 1/13/2016 8:01 AM	Approve: 1/13/2016 1:15 PM
	Hartly Brokenshaw	Delivered: 1/13/2016 7:58 AM	Read: 1/13/2016 8:21 AM	Approve: 1/13/2016 8:24 AM
	Andy Bauer	Delivered: 1/13/2016 7:58 AM	Read: 1/14/2016 8:07 AM	Approve: 1/14/2016 8:08 AM
	Mark Acreman	Delivered: 1/13/2016 7:58 AM	Read: 1/13/2016 8:27 AM	Approve: 1/13/2016 8:27 AM
	Brandan Franklin	Delivered: 1/13/2016 7:58 AM	Read: 1/13/2016 10:02 AM	Approve: 1/13/2016 10:02 AM
	Grant Brown	Delivered: 1/13/2016 7:58 AM		Approve: 1/13/2016 10:16 AM
	Wanda Parris	Delivered: 1/13/2016 7:58 AM	Read: 1/13/2016 8:42 AM	Approve: 1/13/2016 8:43 AM
	Carla Estill	Delivered: 1/13/2016 7:58 AM		
	Alicia Talley	Delivered: 1/13/2016 7:58 AM	Read: 1/13/2016 7:59 AM	

CITY ADMINISTRATOR



Please see the attached assembly permit for the Art Market. Please use the voting buttons to approve/decline.  
Thank you,  
Emily

## Emily Tidwell

Executive Office  
Administrative Assistant II  
PO Box 299  
203 Clubhouse Drive, Suite B  
Gulf Shores, AL 36542  
[www.gulfshoresal.gov](http://www.gulfshoresal.gov)

Phone (251) 968.1126  
Fax (251) 968.4459

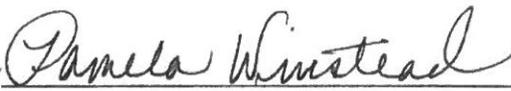
GCAA Copy

October 28, 2015

To Whom it May Concern:

The Gulf Coast Arts Alliance, Inc. (GCAA), hereby has permission to use the indoor and outdoor facilities of the First Presbyterian Church of Gulf Shores for the purpose of having an Art Market on January 23, February 13 and May 7, 2016. The Gulf Coast Arts Alliance, Inc. and the attendees waive any liability and hold harmless the First Presbyterian Church of Gulf Shores and will provide a Certificate of Insurance.

Set up will include artists booths inside the church in areas that are designated by the church as available during the January 23 and February 13 Art Markets. Set up will include artists booths and tents on the outside grounds designated available by the church during the May 7 Art Market.

By   
Pamela Winstead, Director of Music and  
Church Life

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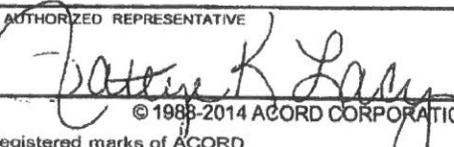
PRODUCER <b>MCCARRON INSURANCE GROUP, INC</b> 25620 Canal Road Orange Beach, AL 36561	CONTACT NAME:	
	PHONE (A/C, No, Ext): <b>(251) 981-9999</b> FAX (A/C, No): <b>(251) 981-2480</b> E-MAIL ADDRESS: <b>joe@mccarroninsgroup.com</b>	
INSURED <b>Gulf Coast Art Alliance</b> P O Box 4153 Gulf Shores, AL 36547	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: <b>Covington Specialty Insurance</b>	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VBA359550-00	2/11/2015	2/11/2016	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b> \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER <b>Gulf Shores First Presbyterian Church</b> 309 E 21st Avenue Gulf Shores, AL 36542	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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SMALL TOWN, BIG BEACH

## **COUNCIL AGENDA ITEM SUMMARY**

**DATE:** January 19, 2016

**ISSUE:** Board of Zoning Adjustments and Appeals

**BACKGROUND:** Richard Schwartz and George Harris, Jr.'s term expired on 1/7/16; both have agreed to serve a full three year term again and would like to be reappointed.

**RECOMMENDATION:** Confirm reappointment of Richard Schwartz and George Harris, Jr. to the Board of Zoning Adjustments and Appeals.

**BUDGET IMPLICATIONS:** None

**RELATED ISSUES:** None

**DEPARTMENT:** Executive

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



SMALL TOWN, BIG BEACH

## **COUNCIL AGENDA ITEM SUMMARY**

**DATE:** January 19, 2016

**ISSUE:** Medical Clinic Board

**BACKGROUND:** In October, 2006, the City created the Medical Clinic Board and appointed Charles Norwood, Robert Malone and David Jones to each serve a full six (6) year term. Their terms expired on October 9, 2012 and the Board became inactive.

We need to reactivate the Medical Clinic Board to handle any proposed purchase of its assets as listed for sale. The three original members have agreed to continue to serve. The City Attorney has advised that the three members should be reappointed to staggered terms.

**RECOMMENDATION:** Confirm reappointment of Charles Norwood for six (6) year term, Robert Malone for a four (4) year term and David Jones for a two (2) year term.

**BUDGET IMPLICATIONS:** None

**RELATED ISSUES:** Sacred Heart Building Sale

**DEPARTMENT:** Executive

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