



AGENDA

GULF SHORES CITY COUNCIL

COUNCIL WORK SESSION MEETING

MARCH 16, 2026

4:00 P.M.

**1. Councilmember Discussion Period**

A. Councilman Philip Harris

**2. City Administrator**

A. Authorize Loan - SouthState Bank Loan

Documents:

[CA - AGENDA ITEM SUMMARY - DAVENPORT 17 M LOAN.PDF](#)  
[CA- DAVENPORT ANALYSIS.PDF](#)

**3. Assistant City Administrator**

A. Authorize Moratorium On Development During Comprehensive Plan Process

Documents:

[ACA - AGENDA ITEM SUMMARY - COMP PLAN MORATORIUM.PDF](#)  
[ACA - RESO - COMP PLAN MORATORIUM 2.PDF](#)

**4. Capital Projects Department**

A. Authorize Proposal - Jade Consulting - 4th St. Bridge Design Plans

Documents:

[CAP - AGENDA ITEM SUMMARY - 4TH ST BRIDGE PROFESSIONAL SERVICES.PDF](#)  
[CAP - 4TH STREET PED BRIDGE REPLACEMENT - JADE PROPOSAL.PDF](#)

**5. City Clerk**

A. Authorize Board Reappointment - Public Park & Rec Board

Documents:

**6. Economic Development**

- A. Authorize Grant Application - Growing Alabama Tax Credit Grant

Documents:

ED - AGENDA ITEM SUMMARY - GROWING ALABAMA TAX CREDIT  
GRANT APPLICATION - 030626.PDF  
ED - GUF\_MRO DRAFT LAYOUT.PDF

**7. Finance And Administrative Services Department**

- A. Authorize C Spire Business Service Agreement

Documents:

FAS - AGENDA ITEM SUMMARY - CISCO WEBEX CALLING  
SOLUTION.PDF  
FAS - COGS MANAGED PSTN AND DID SERVICES FOR WEBEX CALLING  
1.30.26.PDF  
FAS - COGS UPDATED HARDWARE FOR WEBEX CALLING 2.9.26.PDF  
FAS - COGS WEBEX INFORMACAST AND IMAGICLE SUBSCRIPTIONS  
36MO 1.30.26.PDF

**8. Financial Services Department**

- A. Authorize Declaration Of Surplus

Documents:

FS - AGENDA ITEM SUMMARY - DECLARATION OF SURPLUS  
VEHICLES.PDF

**9. Planning And Zoning Department**

- A. Authorize Tree Protection Ordinance

Documents:

PAZ - AGENDA ITEM SUMMARY - TREE PROTECTION ORDINANCE  
202603.PDF  
PAZ - DRAFT - ARTICLE VIII. TREE PROTECTION DRAFT.PDF

**10. Recreation And Cultural Affairs**

- A. Authorize Proposal - Leathers & Associates - Construction & Replacement Kids Park

Documents:

RAC - AGENDA ITEM SUMMARY - KIDS PARK.PDF  
RAC - PLAYGROUNDS BY LEATHERS LOOKBOOK.PDF

- B. Authorize Franchise Agreement - Down Under Dive Shop

Documents:

RAC - AGENDA ITEM SUMMARY - THE DOWN UNDER DIVE SHOP -  
FRANCHISE.PDF  
RAC - 2026 DIVE UNDER DOWN SHOP FRANCHISE AGREEMENT.PDF

C. Authorize Gulf Coast Arts Alliance Funding Request

Documents:

RAC - AGENDA ITEM SUMMARY - GULF COAST ARTS ALLIANCE  
FUNDING REQUEST.PDF  
RAC - GULF COAST ARTS ALLIANCE FUNDING AGREEMENT DRAFT2.PDF

D. Authorize Large Group Activity - L.O.L Festival

Documents:

RAC - AGENDA ITEM SUMMARY - LARGE GROUP ACTIVITY - LOL  
FESTIVAL.PDF  
RAC - LARGE GROUP ACTIVITY - LOL FESTIVAL.PDF

E. Authorize Large Group Activity - AVCA Small College Beach Volleyball Championship

Documents:

RAC - AGENDA ITEM SUMMARY - LARGE GROUP ACTIVITY - AVCA  
BEACH.PDF  
RAC - LARGE GROUP ACTIVITY - AVCA SMALL COLLEGE BEACH  
VOLLEYBALL.PDF

F. Authorize Large Group Activity - Heart Of The Game Beach Series

Documents:

RAC - AGENDA ITEM SUMMARY - LARGE GROUP ACTIVITY - HEART OF  
THE GAME BEACH SERIES.PDF  
RAC - LARGE GROUP ACTIVITY - HEART OF THE GAME.PDF

**11. Mayor Updates**

**12. Adjourn**



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## AGENDA ITEM SUMMARY

**DATE:** March 16, 2026

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

**FROM:** Jon Walker, City Administrator

**ISSUE:** Davenport and Company conducted a Method of Sale Analysis for the City of Gulf Shores to obtain \$17 million for the completion of the school project. Davenport recommends moving forward with a loan from South State at a fixed rate of 3.81% for 20 years. The Finance Committee has reviewed the analysis and supports this recommendation.

**RECOMMENDATION:** Authorize the issuance, sale, delivery and payment of the city's \$17,100,000 principal amount general obligation school warrant, series 2026-c, to South State bank.

**PREVIOUS COUNCIL ACTION:** On March 2, 2026, Council authorized a method of sale analysis and bank rfp process from Davenport & Company.

**BUDGET IMPLICATIONS:** The city has budgeted for the payment of this debt service in the 2026 budget.

**ATTACHMENTS:** None

**DEPARTMENT:** Finance and Administrative Services

**STAFF CONTACT:** Cindy King

# South State 20-Year Bid vs. 20-Year Public Sale

## Key Assumptions



Key Assumptions		
Variable	SouthState Option 1 Bid	Public Sale
Project Fund		\$17,000,000
Cost of Issuance	\$100,000	\$215,000
Underwriter's Discount	None	\$5 per Bond
Interest Rate	3.81%	Aa2/AA+ Current Public Market Rates (March 4, 2026)
Tax Status		Tax-Exempt
Term		20 Years
Debt Service Structure		Level Debt Service
Call Provision	Anytime at No Penalty	Standard 10-Year Call Provision
Payment Dates	Semi-Annual Interest Payments, commencing December 15, 2026 Annual Principal Payments, commencing December 15, 2026	
Closing Date	April 1, 2026	

# South State 20-Year Bid vs. 20-Year Public Sale

## Estimated Debt Service / Sources & Uses Comparison



Option 1 Bid - SouthState				Public Sale			Differential
FY	Principal	Interest	Total	Principal	Interest	Total	
2026	\$474,500	\$459,677	\$934,177	\$400,000	\$530,538	\$930,538	\$3,638
2027	612,000	633,432	1,245,432	510,000	731,944	1,241,944	3,488
2028	635,500	610,114	1,245,614	535,000	706,444	1,241,444	4,171
2029	659,500	585,902	1,245,402	565,000	679,694	1,244,694	708
2030	684,500	560,775	1,245,275	590,000	651,444	1,241,444	3,831
2031	711,000	534,695	1,245,695	620,000	621,944	1,241,944	3,752
2032	738,000	507,606	1,245,606	650,000	590,944	1,240,944	4,663
2033	766,000	479,489	1,245,489	685,000	558,444	1,243,444	2,045
2034	795,000	450,304	1,245,304	720,000	524,194	1,244,194	1,110
2035	825,500	420,014	1,245,514	755,000	488,194	1,243,194	2,321
2036	857,000	388,563	1,245,563	790,000	450,444	1,240,444	5,119
2037	889,500	355,911	1,245,411	830,000	410,944	1,240,944	4,467
2038	923,500	322,021	1,245,521	870,000	369,444	1,239,444	6,077
2039	958,500	286,836	1,245,336	915,000	325,944	1,240,944	4,392
2040	995,000	250,317	1,245,317	960,000	280,194	1,240,194	5,123
2041	1,033,000	212,408	1,245,408	1,010,000	232,194	1,242,194	3,214
2042	1,072,500	173,050	1,245,550	1,060,000	181,694	1,241,694	3,856
2043	1,113,500	132,188	1,245,688	1,105,000	139,294	1,244,294	1,394
2044	1,156,000	89,764	1,245,764	1,145,000	95,094	1,240,094	5,670
2045	1,200,000	45,720	1,245,720	1,195,000	49,294	1,244,294	1,426
<b>Total</b>	<b>\$17,100,000</b>	<b>\$7,498,785</b>	<b>\$24,598,785</b>	<b>\$15,910,000</b>	<b>\$8,618,320</b>	<b>\$24,528,320</b>	<b>\$70,465</b>
<b>Sources</b>				<b>Sources</b>			
	Par Amount		\$17,100,000		Par Amount	\$15,910,000	
	Premium		0		Premium	1,388,294	
	<b>Total Sources</b>		<b>\$17,100,000</b>		<b>Total Sources</b>	<b>\$17,298,294</b>	
<b>Uses</b>				<b>Uses</b>			
	Project Fund		\$17,000,000		Project Fund	\$17,000,000	
	Cost of Issuance		100,000		Cost of Issuance	215,000	
	Underwriter's Discount		0		Underwriter's Discount	79,550	
	Additional Proceeds		0		Additional Proceeds	3,744	
	<b>Total Uses</b>		<b>\$17,100,000</b>		<b>Total Uses</b>	<b>\$17,298,294</b>	
<b>All-In True Interest Cost: 3.88%</b>				<b>All-In True Interest Cost: 3.85%</b>			

## Recommendation & Rationale



- Davenport also compared the best 20-year bank bid versus the best 25- and 30-Year bank bids. While the longer amortizations lowers the annual payment, the additional interest over the extra 5 and 10 years is very high. The best 25-Year bank rate saved roughly \$95,000 per year in cash flow but cost an additional \$3.9 million in interest costs due to the additional length of the loan and higher interest rate. The best 30-Year fixed rate was lower annually by \$143,000 but cost an additional \$8.2 million over the life of the loan versus the 20-Year option. This analysis can be found in the appendix.
- Davenport recommends that the City accept the 20-Year (Option 1) bid from SouthState Bank to finance the Series 2026C Warrant. This recommendation is based upon the following:
  - The SouthState Bank 20-Year bid was the lowest amongst all proposals, while still offering maximum prepayment flexibility at anytime with no penalty;
  - The SouthState Bank 20-Year bid is very comparable to a hypothetical Public Sale in terms of debt service. The City would be subject to interest rate risk if we were to start the process of a public sale which would not guarantee that method would result in an overall lower cost of funds;
  - As mentioned above, while the 25-year and 30-year options produced slightly lower annual cash flow, the overall cost of debt service was significantly higher than the 20-year option from SouthState;
  - The fully fixed interest rate from SouthState 20-Year bid would eliminate any future interest rate risk;
  - Lenient continuing disclosure covenants; and,
  - No closing costs.

# Summary of Methods of Sale



	Direct Bank Loan	Public Market Issuance
Credit Rating Requirement	Credit rating not required to seek financing.	Credit rating conventionally required to seek financing.
Offering Document	No formal offering document required. Approximately 5-page RFP distributed to financial institutions instead.	Comprehensive page formal offering document required to be prepared by bond/disclosure counsel and distributed.
Offering Type	Competitive RFP Process	Either Competitively Bid on by Underwriters or Negotiated where Underwriter's are hired through RFP process.
Purchasers	Single institution purchases Bond for its own account. May be local, regional, or national lender.	Multiple purchasers through underwriting process including insurance companies, pension funds, individual investors, etc.
Timing Flexibility	Shorter timeline – financing completed over the course of 60-90 days.	Longer timeline – financing completed over the course of 90-120 days
Interest Rates	Typically a single fixed rate for all maturities	Individually fixed rates for each maturity
Structuring Flexibility	Somewhat flexible	Complete flexibility
Term Limitations	Typically up to 20 years	Typically up to 30 years
Prepayment	More flexibility with the possibility of prepayment without penalty	Some flexibility with 10 year call protection period being industry standard.



## **CITY COUNCIL AGENDA ITEM**

**SUBJECT: Suspend Acceptance of certain applications during Comprehensive Plan process**

**STAFF CONTACT:** Lee W. Jones, Assistant City Administrator – Community Development

**COUNCIL MEETING CYCLE:** March 16, 2026 COW

**RECOMMENDED COUNCIL ACTION:** Approve

### **BACKGROUND/SUMMARY:**

A moratorium on development applications during the comprehensive planning process allows cities to ensure sustainable growth, protect community interests, and address pressing environmental and infrastructure concerns. This pause on application acceptance is necessary to:

- allow for a thorough assessment of current conditions and future needs, ensuring that any new developments align with the community's long-term vision and goals;
- allow city staff, our consultant team, and partner agencies to evaluate whether current infrastructure can support new developments without overburdening public facilities, ensuring that growth is measurable and sustainable;
- provide an opportunity to conduct environmental assessments and develop strategies to mitigate adverse effects of new development;
- encourage residents to voice their concerns and participate in discussions about future development, ensuring that development reflects the community's values and needs; and
- prevent hasty decisions that could lead to negative outcomes, such as incompatible land uses or community discontent.

A pause on development applications during the comprehensive planning process is a strategic tool that will allow the Council to manage growth responsibly, protect community interests, and set a solid foundation for long-term success and resilience.



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**RELATED ISSUES:**

A Comprehensive Plan team will be selected in the coming weeks.

**PREVIOUS COUNCIL ACTIONS:**

The City Council has adopted multiple resolutions suspending the acceptance of applications in the past. The most recent suspension was on February 28, 2022, when the City Council adopted Resolution No. 6519-22. This resolution suspended the acceptance of Site Plan applications for six (6) months, for staff to develop and provide recommendations for changes to Zoning Ordinance standards related to Townhouse and Multiple-family Dwelling Uses.

**FINANCIAL IMPACT:**

Any loss of revenue from development applications should be recouped after the Comprehensive Plan process is complete.

**KEY DATES:**

The pause on development applications will become effective immediately. The Comprehensive Plan process should be complete in as few as 12 months and within a maximum of 18 months.

**ATTACHMENTS:**

Resolution

**RESOLUTION NO.**

**A RESOLUTION GIVING PUBLIC NOTICE OF THE PENDING CONSIDERATION AND ADOPTION OF A COMPREHENSIVE PLAN FOR THE CITY OF GULF SHORES AND OF THE TWELVE (12) MONTH SUSPENSION OF ACCEPTANCE OF DEVELOPMENT APPLICATIONS FOR REZONINGS, NEW PLANNED UNIT DEVELOPMENTS, AND SUBDIVISIONS NOT LOCATED WITHIN APPROVED PLANNED UNIT DEVELOPMENTS AND REQUIRING THE EXTENSION OF PUBLIC STREETS AND UTILITIES; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.**

WHEREAS, the City of Gulf Shores ("City") is currently in the process of hiring a consultant team to complete a city-wide Comprehensive Plan; and

WHEREAS, the City's Comprehensive Plan process will include a land use and economic market study; and

WHEREAS, the City will review, revise, and update the Vision 2025 Land Use Plan, including land use policies and designations, as part of the Comprehensive Plan process; and

WHEREAS, the City possesses land use jurisdiction and regulatory authority over the City's incorporated lands; and

WHEREAS, the City's Comprehensive Plan will include analysis and evaluation of existing and future levels of service for transportation facilities and infrastructure (including water and sewer), which is likely to result in an updated list of improvement projects; and

WHEREAS, future development in accordance with the City's currently adopted Land Use Plan could overburden existing infrastructure and strain the City's ability to provide public services, impacting health, safety, and welfare of citizens; and

WHEREAS, it is the City's responsibility to ensure that the Comprehensive Plan and its development regulations are clear and consistent to provide guidance to potential applicants; and

WHEREAS, this suspension of application acceptance is intended to allow the City to establish a Comprehensive Plan and land use recommendations to provide for controlled growth that will not unduly impact the public welfare, community services, schools and infrastructure, and to plan for a proper mix of uses within the community; and

WHEREAS, a twelve (12) month timeframe for completing a Comprehensive Plan is an industry standard, and the time is necessary to develop a clear, holistic plan that adequately aligns future land uses and intensities with sufficient infrastructure; and

WHEREAS, unless a suspension on new applications for rezonings, new planned unit developments, and major subdivisions is adopted, these applications could be reviewed and processed prior to the City determining the land use policies and infrastructure needs that best meet the City's vision, as determined by the Comprehensive Plan process that is about to begin; and

WHEREAS, the moratorium imposed herein promotes the public good and is necessary for the protection of public health, property, safety, and welfare; and

WHEREAS, the City Council desires that no application for rezonings, new planned unit developments, and major subdivisions will be accepted for processing by the Community Development Departments prior to the date of action by the City Council on the upcoming Comprehensive Plan.

Resolution xxx

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON MARCH 23, 2026, as follows:

**Section 1.** The Assistant City Administrator of the City of Gulf Shores is directed to manage the Comprehensive Plan consultant team, gather community input, prepare a Comprehensive Plan, and present the proposed plan to the Planning Commission for preparation of a preliminary report, conduct of a public hearing, and submission of a final report to the City Council as expeditiously as possible.

**Section 2.** Community Development staff shall provide a copy of this Resolution to any person desiring to file an application for a rezoning, new planned unit development, or a major subdivision not within an adopted PUD, and advise such person that a Comprehensive Plan that may affect such projects is under development and applications for such developments will not be accepted during the Comprehensive Plan process.

**Section 3.** While this suspension will have no impact on applications properly submitted and accepted prior to the effective date of this resolution, no application for a rezoning, new planned unit development, or a major subdivision not within an approved PUD will be accepted for processing by the Community Development Departments prior to the date of action by the City Council on the Comprehensive Plan; or until twelve (12) months from the adoption of this Resolution has elapsed, whichever first occurs.

**Section 4.** Duration and extension. This suspension on application acceptance will take effect immediately and remain effective for twelve (12) months. Council may, at its sole discretion, extend the suspension by two (2) additional periods of up to six (6) months, each by resolution of the City Council, upon a finding of need for such extension.

**Section 5.** Severability. Should any section, paragraph, sentence, clause, or phrase of this resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by State or Federal law or regulation, such decision or preemption will not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 6.** This Resolution shall become effective upon its adoption.

ADOPTED this 23rd day of March, 2026.

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Robert Craft, Mayor

ATTEST:

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Tobi Waters, MMC, City Clerk

CERTIFICATE

I, Tobi Waters, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. xxx (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on March 23, 2026.

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City Clerk



## **CITY COUNCIL AGENDA ITEM**

**SUBJECT:** West 4<sup>th</sup> St Bridge Replacement – Professional Services

**STAFF CONTACT:** Clint Colvin

**COUNCIL MEETING CYCLE:** March 16, 2026 Committee of the Whole Meeting

### **RECOMMENDED COUNCIL ACTION:**

Accept proposal from Jade Consulting in an amount not to exceed \$44,900.

### **BACKGROUND/SUMMARY:**

The W 4<sup>th</sup> St bridge has been out of service for a number of years.

The City had previously contracted with Jade to prepare plans to re-open the bridge to vehicular and pedestrian traffic, as part of a larger project. That project had been submitted as part of several grant applications but was unsuccessful.

As the City has received correspondence from several citizens opposed to re-opening the bridge to vehicular traffic, a proposal was requested from Jade to provide construction documents for a pedestrian-only bridge.

This proposal will include a full set of construction documents for the removal and replacement of the existing bridge with a pre-fabricated pedestrian bridge. This proposal includes the bridge approach, hardscaping, and landscaping for this section from W 2<sup>nd</sup> Ave to W 3<sup>rd</sup> Ave.

### **RELATED ISSUES:**

None

### **PREVIOUS COUNCIL ACTIONS:**

Council approved resolutions 6734-23 for initial Civil Engineering Services for this project.

### **FINANCIAL IMPACT:**

There is \$400,000 budgeted in FY2026 in account 38-879-85020 for this project.



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**KEY DATES:**

Design is expected to be completed in approximately two months. It is anticipated that the project will be bid in early summer, with construction to begin as soon as possible.

**ATTACHMENTS:**

- Jade Consulting Agreement for Professional Engineering Services

March 6, 2026

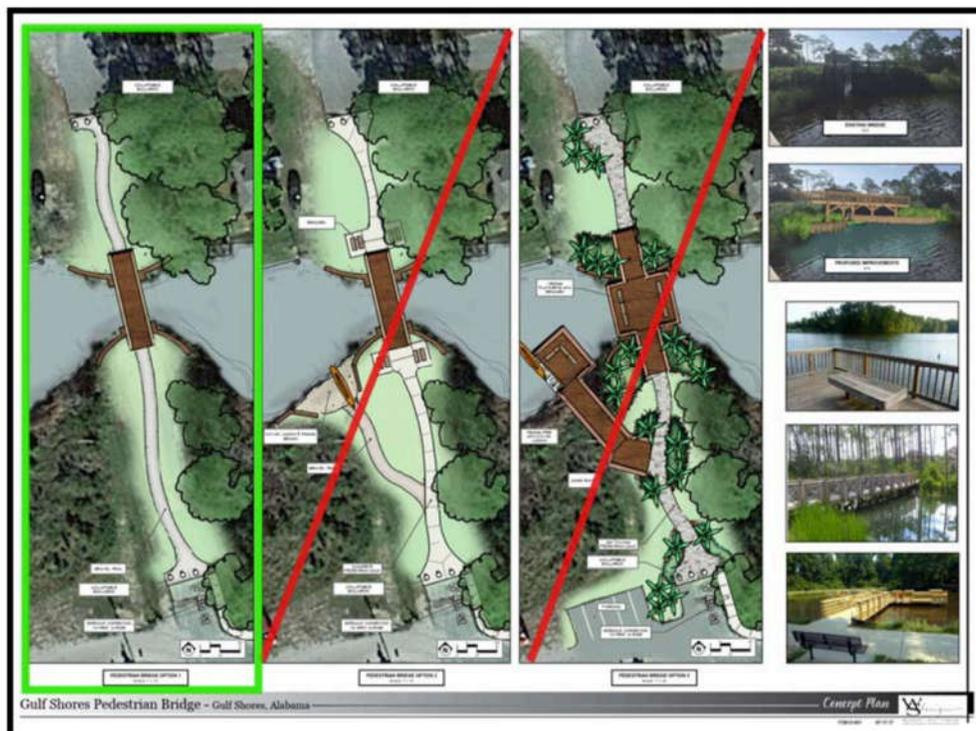
City of Gulf Shores  
Attn: Clint Colvin  
P.O. Box 299  
Gulf Shores, AL 36547

**VIA EMAIL:** [ccolvin@gulfshoresal.gov](mailto:ccolvin@gulfshoresal.gov)

RE: Professional Services for Civil Design and Construction Document Preparation  
4th Street Canal Bridge Replacement  
Gulf Shores, Alabama

Dear Mr. Colvin:

We gratefully appreciate the opportunity to present the following scope of professional services that are necessary for 4<sup>th</sup> Street's revitalization. Our team is honored to have been asked to continue to serve the City of Gulf Shores with the implementation of the community's interconnectivity project.



This proposal will develop a full set of construction documents for the removal and replacement of the existing canal bridge. The new structure will be a “York Timber Bridge” or approved equal, Pedestrian Bridge. This proposal includes the bridge approach, hardscape, landscape and site lighting for this section from West 2<sup>nd</sup> Ave to West 3<sup>rd</sup> Ave.

This proposal specifically **Excludes**:

- Major utility relocation design. A separate proposal will be presented to the respective utility provider if major utility upgrades along the roadway corridor are proposed. This potential scope will not be able to be identified until we have a meeting with the respective utility providers in the area.

Thank you for the opportunity to provide you with this proposal. Please execute the proposal by signing, dating, initialing where indicated, and returning one (1) copy to me for my files.

Best Regards,

JADE CONSULTING, LLC

A handwritten signature in blue ink, appearing to be 'Perry C. Jinright, III', written over a circular stamp or mark.

Perry C. Jinright, III, P.E.  
Manager

\lk

Enclosure  
26.009

## PROFESSIONAL SERVICES AGREEMENT

### A. GENERAL DESCRIPTION OF PROJECT LOCATION:

Professional Services for Civil Design and Construction Document Preparation  
4th Street Canal Bridge Replacement  
Gulf Shores, Alabama

### B. GENERAL

This agreement, including attachments, are hereinafter noted, made, and entered into and between JADE Consulting, LLC and the Client identified herein, provides for the Professional services described under Section C of this Agreement.

Client: City of Gulf Shores

Contact: Mr. Clint Colvin

Address: P.O. Box 299

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

Cell No.: (251) 968-2425

Email: [ccolvin@gulfshoresal.gov](mailto:ccolvin@gulfshoresal.gov)

### C. JADE CONSULTING PROFESSIONAL SERVICES to be provided are identified below:

JADE Consulting, LLC is pleased to provide you with this proposal for the engineering required to re-develop 950+/- liner feet of 4<sup>th</sup> Street that runs from 3<sup>rd</sup> Avenue down to the northern edge of West Beach Boulevard. Please note the proposal is based on the general layout of structures and site development.

The fee structure for this proposal is based upon rates listed in the Manual of Procedures of the Alabama Division of Construction Management, August 2021. The previously provided construction budget for this project, less utilities, is \$400 Thousand. The corresponding fee percentage for this classification of work is 7.9%. Due to this project being a "major renovation" of the existing crossing, the manual allows for a fee increase of 25% for the added effort required to work around the existing improvements. Following this procedure, we respectfully present that our fee is based upon 9.88% of the project's \$400 Thousand preliminary construction budget.

#### One (1) - 16' (15'+/- Clear) Wide X 34' Long Free Span Pedestrian Bridge

##### Bridge Description

1. Scope includes a capacity of 5-ton gross vehicular weight (GVW), Min. L/360 loading
2. Scope includes a structure constructed of (1) 34' free span (31'+/- between piling). See "Bridge Description Illustration" following Item A.
3. Scope includes a structure designed with treated glue-laminated stringers, and all treated timber framework, on a foundation of treated timber pilings.
4. Scope includes an ultra dense hardwood decking.
5. Scope includes stainless steel hardware such as thru-bolts, fasteners, straps, rods, and similar, as well as, Stainless Steel screws specifically utilized for deck and rail fastening. Scope is based on a maximum deck elevation of 10' above grade at center span. If Top of Deck Height exceed maximums or averages above grade, an additional cost assessment may be required.
6. Scope is based on filter fabric, riprap to stabilize erosion, roadway tie in, and backfill at each end of the bridge completed by owner/contractor; to be coordinated with YBC construction sequence and/or team. YBC requires rip rap (by others) where potential for erosion exists.
7. Scope includes the Horizontal Abutment System at bridge ends — (2) H5 (exposed abutment with 4' above ground and 1' below ground) — having 18' headwalls and 10' wing walls using all timbers components and a filter fabric liner. Note: Additional length and height can be added to the headwall wing walls if required, at an additional cost.
8. Scope includes 68 total linear feet of 42" High Pedestrian Hand Rail System using vertical metal pickets in a timber frame with integrated hardwoods on the outer sides of the bridge. Note: The Hand Rail System does not include any ADA handicap grab rail. YBC can coordinate for a grabrail by others in the design phase if needed.
9. Scope includes York Timber Protective Systems (YTPS) at the time of construction, as described in "Item D - York Timber Protective Systems".
10. This scope includes YBC standard 1 Year Limited Warranty (YBC sample document included as Item E) and Owner Maintenance Program.
11. This scope requires contractor/client to provide access to both sides of the crossing to install pile foundations and abutments.
12. Scope includes 2.5 CCA treated piling up to 10' in the ground or until refusal utilizing typical vibratory hammer installation methods; Note that piling/drilling clauses are in effect as described in "Item B - Pile Foundations".

CLIENT INITIALS: \_\_\_\_\_

**1. Schematic Design Drawings (30% plans) **\$7,900.00****

In accordance with the approved master plan and initial cost estimate, we will begin the schematic design development of the project in accordance with the requirements of the approved MASTER PLAN. The purpose of the schematic submittal will be to vet the proposed design including:

- This task will include converting the previously prepared masterplan into hard design elements that will have true geometric control and be tied to the previously provided topographical survey.
- Preliminary drainage strategy and concepts.
- Preparation of initial plan/profile sheets.
- Preparation of proposed style/inspiration palette for roadway, sidewalk, landscape, hardscape, and site materials.

This task includes a pre-design meeting, with the City of Gulf Shores' Staff, to work through any preliminary design criteria. We, also, anticipate walking the entire project with City Staff and community members that may be available to discuss any and all particular elements the revitalization needs to consider.

**2. Neighborhood/Town Hall Meeting Representation **INCLUDED****

We propose to provide such services, between the Schematic Design phase and the Design Development phase of the construction document development. This effort is to help ensure that all respective stakeholder requirements are communicated. We will attend on your behalf, any requested neighborhood meetings.

**3. Design Development Drawings (60% plans) **\$11,850.00****

In accordance with the approved schematic design, we will begin the design development phase of the construction documents. The intent of this phase is to have an actual draft set of working construction documents. The purpose of the design development submittal is to review the state of the project's proposed improvements before the final design. This phase provides an additional moment for stakeholder comments as the project's design progress.

- This task will include an actual set of working documents in "draft" format.
- If necessary, drainage structures will be located, and preliminary pipe sizes and inverts will be established.
- Preparation of a "draft" version of working plan/profile sheets, geometric sheets, drainage, hardscape, landscape, irrigation, and traffic control plan sheets will be established.
- Preparation of proposed materials palette for roadway, sidewalk, landscape, and hardscape items.
- Updated cost estimate based upon itemized quantity taken off of the project-to-date design plans.

This task includes a post-design meeting with the City of Gulf Shores' Staff for a detailed design discussion of the project.

**4. Construction Document Preparation (100% plans) **\$19,750.00****

This task will include a full set of construction plans that include existing conditions/removal sheet(s), site layout sheet(s) with dimensions and control, grading and drainage sheet(s), utility

CLIENT INITIALS: \_\_\_\_\_

sheet(s), erosion control sheet(s) and construction details sheet(s). The site grading plan will indicate the finished grades of the site and the locations of all improvements. The plans will include full design and details required sufficiently to illustrate the design intent.

- Full landscape and irrigation plan that reflect the final design. The plan will detail the plantings that are to be used including the number, size, and species of each planting. Our Landscape Architect will coordinate with you, prior to developing the plan, to discuss the budget and the type of plantings that are desired.
- Full hardscape plans with details and specs for approved Pathway/Bridge lighting and any requested site furnishings.
- The final construction documents will be coordinated with any identified utilities. These include, but are not limited to power, water, sewer, gas, and communications. *(A separate proposal will be presented to the respective utility provider if major utility upgrades along the roadway corridor are proposed. This potential scope will not be able to be identified until we have the topographic survey completed and a meeting held with the respective utility providers in the area.)*

JADE Consulting, LLC will develop a final cost projection for the improvements depicted in the construction documents. This opinion of the probable development cost for the project will be in spreadsheet format.

The final documents delivered to the city will include a full-size set of construction documents signed and sealed by the appropriately licensed design professional, and the corresponding CAD drawings delivered on a CD or by e-mail as a download.

**5. Construction Contract Procurement \$5,400.00**

After obtaining approval of the final Drawings and Specifications from the owner, we will assist the owner in procuring a construction contract for the work, prepare the advertisement for bids and distribute bid documents. We will organize and conduct any required pre-bid conference for prospective bidders. We will assist the county with the opening of the bids, and preparing a certified Tabulation of Bids.

**D. THE COMPENSATION TO BE PAID TO JADE CONSULTING, LLC** for providing the requested services is identified in Sections "C" & "E" herein.

**E. ADDITIONAL SERVICES (Hourly Basis)**

Services requested, but not specifically included in the scope of services, will be considered additional services. Modification to drawings, after approval by the Client, as a result of changes requested by the Client or their other Consultants will be considered additional services and billed at an hourly rate as follows:

Principle Engineer	\$300.00
Senior Project Manager/ P.E.	\$240.00
Professional Engineer	\$200.00
Engineer I	\$150.00
Graduate Engineer	\$110.00
CADD Designer	\$ 90.00
Engineering Technician	\$ 85.00
Clerical	\$ 75.00
Sub-Consultant	Invoiced at Direct Cost plus 10%

CLIENT INITIALS: \_\_\_\_\_



## F. **TERMS & CONDITIONS**

1. Reimbursable costs include: fees of Professional Subcontractors (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual cost and shall be itemized and included in the invoice.
2. JADE Consulting, LLC services under this agreement do not include participation, whatsoever, in any litigation.
3. The Client hereby acknowledges that JADE Consulting, LLC cannot warrant that estimates of probable construction or operating costs provided by JADE Consulting, LLC will not vary from actual costs incurred by the Client.
4. If under this Agreement, professional services are provided during the construction phase of the project, JADE Consulting, LLC shall not be responsible for or have control over procedures, techniques, means, methods, or sequences, or for the safety precautions and programs in connection with the Work. Nor shall JADE Consulting, LLC be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules, and/or regulations. Under no circumstances will JADE Consulting, LLC have any direct contractual relationship with the contractor, any subcontractors or materials suppliers.
5. The laws of the State of Alabama shall govern this agreement unless specifically stated otherwise.
6. The Client, at its expense, will provide JADE Consulting, LLC with all required site information, existing plans, reports, studies, project schedules, and similar information that are contained in its files. JADE Consulting, LLC may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with JADE Consulting, LLC by providing all information and criteria in a timely manner, reviewing documents, and making decisions on project alternatives to the extent necessary to allow JADE Consulting, LLC to perform the scope of work within established schedules.

7. The Client will hold harmless and indemnify JADE Consulting, LLC for any design changes, construction changes, and/or damages resulting from the use of a topographic survey or other information prepared by others and provided by the Client.
8. JADE Consulting, LLC may subcontract consultants in the performance of any services described in this agreement. JADE Consulting, LLC does not act as General Contractor in any way or accept responsibility for poor craftsmanship.
9. The above-described compensation for JADE Consulting, LLC does not include the following Cost:
  - a. Photostats/Photocopying/Plotting
  - b. Binding
  - c. Printing/Reprographics
  - d. Photography/Film/Film Processing
  - e. Mylar's and Reproducible
  - f. Federal Express, Courier, and/or Delivery Fees
  - g. Mailing/Postage

CLIENT INITIALS: \_\_\_\_\_

- h. Microfilming/Scanning/Digitizing
  - i. Blue Printing, Printing or Binding of Bid Sets
  - j. Mileage @ current Federal rate
  - k. Permits and/or Registration Fees
  - l. Travel Expenses outside of Baldwin County, Alabama, such as airfare and lodging
  - m. Other products and services requested by the Client and not specifically described herein
10. Either Client or JADE Consulting, LLC may terminate this contract with seven (7) days written notice. Upon termination, the Owner will be responsible for payment of all Consultant fees and reimbursable expenses through the date of termination.
  11. Should the project be stopped or the work prevented or delayed for any reason, including, but not limited to, by reason of force majeure or the act or order of any governmental authority, for more than sixty (60) days, JADE Consulting, LLC reserves the right to renegotiate the Fee Schedule.
  12. Invoice Schedule: Billing will be based on a percentage of service completed at the end of each month.
  13. Terms: Net Thirty (30) days from invoice date. Compensation for all services shall be paid in Fairhope, Baldwin County, Alabama.
  14. The forum for any action to construe or enforce this agreement shall be the Baldwin County Circuit Court.
  15. This document sets forth all of the terms and conditions agreed by the parties hereto, and supersedes all prior oral or written agreements, representations, or warranties not otherwise expressly set forth herein. This agreement may only be amended or modified by a written document executed by all parties.

This agreement is accepted on the later date written below:

**JADE CONSULTING, LLC**

**CITY OF GULF SHORES**

SIGNED: 

SIGNED: \_\_\_\_\_

TYPED NAME: Perry C. Jinright, III, P.E.

TYPED NAME: \_\_\_\_\_

TITLE: Member

TITLE: \_\_\_\_\_

DATE: 3/06/2026

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

CLIENT INITIALS: \_\_\_\_\_





## **CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Board Reappointment – Public Park & Recreation Board

**STAFF CONTACT:** Tobi Waters, City Clerk

**COUNCIL MEETING CYCLE:** March 16, 2026 – Work Session Meeting  
March 23, 2026 – Regular Council Meeting

### **RECOMMENDED COUNCIL ACTION:**

Reappoint Andrew Hart & Chad Green to serve a full term of six (6) years ending on March 28, 2032.

### **BACKGROUND/SUMMARY:**

- On May 12, 2025, Reso. 6987-25, Andrew Hart was appointed to fill the unexpired term of Jaret Meyers ending on March 28, 2026.
- On October 25, 2021, Reso. 6465-21, Chad Green was appointed to fill the unexpired term of Gary Ellis ending on March 28, 2026.

### **RELATED ISSUES:**

N/A

### **PREVIOUS COUNCIL ACTIONS:**

Both were previously appointed.

### **FINANCIAL IMPACT:**

N/A

### **KEY DATES:**

Will be on the March 23, 2026, Council Meeting for consideration.

**ATTACHMENTS:** N/A



SMALL TOWN, BIG BEACH™

## **CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Growing Alabama Tax Credit Grant Application

**STAFF CONTACT:** Blake Phelps, Jesse Fosnaugh

**COUNCIL MEETING CYCLE:** March 16, 2026

### **RECOMMENDED COUNCIL ACTION:**

Approve staff to apply for a \$2.3 million grant through the Growing Alabama Tax Credit grant program to support 10-acre site development to recruit MRO operations at Gulf Shores International Airport.

### **BACKGROUND/SUMMARY:**

The City of Gulf Shores and the Gulf Shores Airport Authority are requesting Growing Alabama Tax Credit funds to improve approximately 10 acres to recruit one large or multiple mid-scale MRO operations. The project consists of the construction of two aviation apron pads totaling approximately 121,500 square feet, along with associated airside site preparation at Gulf Shores International Airport (GUF).

The apron pads will be designed to support mid-scale MRO aviation operations, including aircraft staging, access for ground support equipment, and direct connections to future hangar facilities. The layout allows maximum flexibility, accommodating either multiple 40,000-square-foot building footprints or a single facility up to approximately 120,000 square feet. Upon completion of the apron improvements, GUF will transition from a conceptual aviation site into a market-ready aerospace asset capable of supporting MRO projects that could generate between 50 and 200 high-skill jobs, competitive wages, and substantial private capital investment, depending on facility size.

The Growing Alabama scope includes site grading, apron construction, and associated airside infrastructure improvements necessary to create shovel-ready aviation development pads. These



apron improvements represent the portion of the larger airport development strategy requested to be funded through the Growing Alabama program.

The project will reduce upfront development costs for prospective MRO operators and eliminate timeline impediments associated with site preparation. The City of Gulf Shores has procured site development quotes from four design engineering firms, with anticipated hard construction costs of approximately \$2.3 million.

**RELATED ISSUES:**

None

**PREVIOUS COUNCIL ACTIONS:**

None

**FINANCIAL IMPACT:**

Potential \$2,300,000 grant through the Growing Alabama Tax Credit program. Gulf Shores Airport Authority has agreed to fund all soft costs and project management fees. There are no expected costs to the City.

**KEY DATES:**

Grant application deadline – April 3, 2026

Grant award – 3<sup>rd</sup> Quarter of 2026

**ATTACHMENTS:**

Conceptual site plan





SMALL TOWN, BIG BEACH™

**DATE:** 02/24/2026

**ISSUE:** Request to execute a three (3) year service agreement with C Spire to migrate our current on-premise Cisco Call Manager and Cisco Unity platform to a cloud hosted Cisco WebEx Calling Solution.

**RECOMMENDATION:** Approve execution of contract (36 Month Agreement)

**BACKGROUND:** The City's current phone system has reliably served the organization since 2010. However, the system is now aging, dependent on outdated copper telephone lines, and approaching the point where maintenance, replacement parts, and vendor support become increasingly difficult and costly. C Spire Business recommends transitioning the city to a fully managed, cloud-based Webex Calling solution to modernize communications, reduce long-term risk, and significantly enhance public safety capabilities.

**PREVIOUS COUNCIL ACTION:** None

**BUDGET IMPLICATIONS:** The total cost of the three (3) year agreement will be \$113,089.49. This solution will also include \$15,048.10 for PSTN & DID services for 2026 (prorated) and an additional \$13,882.66 for required upgrades to desk phones.

This total Year 1 cost will be captured in by an already FY2026 approved amount of \$120,000 from IT's Network Software line (01-519-66114).

**Year 1 Estimated Cost Breakdown**

*3 Year (36 Month) Agreement Required*

- Cisco WebEx Flex Licensing: \$29,978.34
- RedSky Enhanced 911 Accuracy: \$1,496.74
- Informacast Citywide Emergency Notification: \$4,541.95
- Hosted PSTN/DID Services: \$15,048.10
- Hardware: \$13,882.66

**Total Year 1 Estimated Cost: \$66,627.26**

**RELATED ISSUES:** None

**ATTACHMENTS:** Price Quotes and Council PowerPoint Presentation

**DEPARTMENT:** Financial Services, Information Technology

**STAFF CONTACT:** Mike Hawley

Proposal and Sales Terms for: City of Gulf Shores



Contact: Shana Edmond  
 Prepared By: Kristen Burdette  
 Date: 01/30/2026  
 Quote #: 00157017  
 Term Length: 36 Months

CoGS Webex Calling PSTN & DID Services

105 West 11th Street, Gulf Shores, AL 36542							
Item	Description	Service Type	Quantity	Monthly Per Unit	Billing Frequency	Monthly Cost	Upfront
C Spire PSTN Integration		Add	1	\$25.00	Monthly	\$25.00	\$0.00
<b>Location Totals:</b>						\$25.00	\$0.00

167 Parkway South, Gulf Shores, AL 36542							
Item	Description	Service Type	Quantity	Monthly Per Unit	Billing Frequency	Monthly Cost	Upfront
C Spire PSTN Integration		Add	1	\$25.00	Monthly	\$25.00	\$0.00
DID		Add	1	\$0.30	Monthly	\$0.30	\$0.00
<b>Location Totals:</b>						\$25.30	\$0.00

18069 Alabama 180, Gulf Shores, AL 36542							
Item	Description	Service Type	Quantity	Monthly Per Unit	Billing Frequency	Monthly Cost	Upfront
C Spire PSTN Integration		Add	1	\$25.00	Monthly	\$25.00	\$0.00
<b>Location Totals:</b>						\$25.00	\$0.00

1821 Gulf Shores Parkway, Gulf Shores, AL 36542							
Item	Description	Service Type	Quantity	Monthly Per Unit	Billing Frequency	Monthly Cost	Upfront
DID		Add	3	\$0.30	Monthly	\$0.90	\$0.00
C Spire PSTN Integration		Add	1	\$25.00	Monthly	\$25.00	\$0.00
<b>Location Totals:</b>						\$25.90	\$0.00

19025 Oak Road West, Gulf Shores, AL 36542							
Item	Description	Service Type	Quantity	Monthly Per Unit	Billing Frequency	Monthly Cost	Upfront
DID		Add	9	\$0.30	Monthly	\$2.70	\$0.00
C Spire PSTN Integration		Add	2	\$25.00	Monthly	\$50.00	\$0.00
<b>Location Totals:</b>						\$52.70	\$0.00

1921 West 1st Street, Gulf Shores, AL 36542							
Item	Description	Service Type	Quantity	Monthly Per Unit	Billing Frequency	Monthly Cost	Upfront
DID		Add	23	\$0.30	Monthly	\$6.90	\$0.00
C Spire PSTN Integration		Add	3	\$25.00	Monthly	\$75.00	\$0.00
<b>Location Totals:</b>						\$81.90	\$0.00

19290 Oak Road West, Gulf Shores, AL 36542

Item	Description	Service Type	Quantity	Monthly Per Unit	Billing Frequency	Monthly Cost	Upfront
C Spire PSTN Integration		Add	1	\$25.00	Monthly	\$25.00	\$0.00
<b>Location Totals:</b>						\$25.00	\$0.00

**1930 West 2nd Street, Gulf Shores, AL 36542**

Item	Description	Service Type	Quantity	Monthly Per Unit	Billing Frequency	Monthly Cost	Upfront
C Spire PSTN Integration		Add	1	\$25.00	Monthly	\$25.00	\$0.00
<b>Location Totals:</b>						\$25.00	\$0.00

**19470 Oak Road West, Gulf Shores, AL 36542**

Item	Description	Service Type	Quantity	Monthly Per Unit	Billing Frequency	Monthly Cost	Upfront
DID		Add	12	\$0.30	Monthly	\$3.60	\$0.00
C Spire PSTN Integration		Add	2	\$25.00	Monthly	\$50.00	\$0.00
<b>Location Totals:</b>						\$53.60	\$0.00

**19901 West 36th Avenue, Gulf Shores, AL 36542**

Item	Description	Service Type	Quantity	Monthly Per Unit	Billing Frequency	Monthly Cost	Upfront
DID		Add	6	\$0.30	Monthly	\$1.80	\$0.00
C Spire PSTN Integration		Add	9	\$25.00	Monthly	\$225.00	\$0.00
<b>Location Totals:</b>						\$226.80	\$0.00

**200 Office Park Drive, Gulf Shores, AL 36542**

Item	Description	Service Type	Quantity	Monthly Per Unit	Billing Frequency	Monthly Cost	Upfront
DID		Add	6	\$0.30	Monthly	\$1.80	\$0.00
C Spire PSTN Integration		Add	1	\$25.00	Monthly	\$25.00	\$0.00
<b>Location Totals:</b>						\$26.80	\$0.00

**2014 West 3rd Street, Gulf Shores, AL 36542**

Item	Description	Service Type	Quantity	Monthly Per Unit	Billing Frequency	Monthly Cost	Upfront
C Spire PSTN Integration		Add	1	\$25.00	Monthly	\$25.00	\$0.00
<b>Location Totals:</b>						\$25.00	\$0.00

**203 Clubhouse Drive, Gulf Shores, AL 36542**

Item	Description	Service Type	Quantity	Monthly Per Unit	Billing Frequency	Monthly Cost	Upfront
DID		Add	20	\$0.30	Monthly	\$6.00	\$0.00
C Spire PSTN Integration		Add	2	\$25.00	Monthly	\$50.00	\$0.00
<b>Location Totals:</b>						\$56.00	\$0.00

**2049 West 2nd Street, Gulf Shores, AL 36542**

Item	Description	Service Type	Quantity	Monthly Per Unit	Billing Frequency	Monthly Cost	Upfront
DID		Add	2	\$0.30	Monthly	\$0.60	\$0.00
C Spire PSTN Integration		Add	1	\$25.00	Monthly	\$25.00	\$0.00
<b>Location Totals:</b>						\$25.60	\$0.00

205 Clubhouse Drive, Gulf Shores, AL 36542							
Item	Description	Service Type	Quantity	Monthly Per Unit	Billing Frequency	Monthly Cost	Upfront
C Spire PSTN Integration		Add	2	\$25.00	Monthly	\$50.00	\$0.00
DID		Add	24	\$0.30	Monthly	\$7.20	\$0.00
<b>Location Totals:</b>						\$57.20	\$0.00

209 East Beach Boulevard, Gulf Shores, AL 36542							
Item	Description	Service Type	Quantity	Monthly Per Unit	Billing Frequency	Monthly Cost	Upfront
DID		Add	1	\$0.30	Monthly	\$0.30	\$0.00
C Spire PSTN Integration		Add	1	\$25.00	Monthly	\$25.00	\$0.00
<b>Location Totals:</b>						\$25.30	\$0.00

220 Clubhouse Drive, Gulf Shores, AL 36542							
Item	Description	Service Type	Quantity	Monthly Per Unit	Billing Frequency	Monthly Cost	Upfront
C Spire PSTN Integration		Add	9	\$25.00	Monthly	\$225.00	\$0.00
DID		Add	82	\$0.30	Monthly	\$24.60	\$0.00
<b>Location Totals:</b>						\$249.60	\$0.00

221 West 19th Avenue, Gulf Shores, AL 36542							
Item	Description	Service Type	Quantity	Monthly Per Unit	Billing Frequency	Monthly Cost	Upfront
DID		Add	10	\$0.30	Monthly	\$3.00	\$0.00
C Spire PSTN Integration		Add	2	\$25.00	Monthly	\$50.00	\$0.00
<b>Location Totals:</b>						\$53.00	\$0.00

244 West 19th Avenue, Gulf Shores, AL 36542							
Item	Description	Service Type	Quantity	Monthly Per Unit	Billing Frequency	Monthly Cost	Upfront
C Spire PSTN Integration		Add	1	\$25.00	Monthly	\$25.00	\$0.00
DID		Add	3	\$0.30	Monthly	\$0.90	\$0.00
<b>Location Totals:</b>						\$25.90	\$0.00

245 -A West Beach Boulevard, Gulf Shores, AL 36542							
Item	Description	Service Type	Quantity	Monthly Per Unit	Billing Frequency	Monthly Cost	Upfront
C Spire PSTN Integration		Add	1	\$25.00	Monthly	\$25.00	\$0.00

DID		Add	2	\$0.30	Monthly	\$0.60	\$0.00
<b>Location Totals:</b>						\$25.60	\$0.00

**260 Clubhouse Drive, Gulf Shores, AL 36542**

Item	Description	Service Type	Quantity	Monthly Per Unit	Billing Frequency	Monthly Cost	Upfront
C Spire PSTN Integration		Add	1	\$25.00	Monthly	\$25.00	\$0.00
<b>Location Totals:</b>						\$25.00	\$0.00

**310 West 19th Avenue, Gulf Shores, AL 36542**

Item	Description	Service Type	Quantity	Monthly Per Unit	Billing Frequency	Monthly Cost	Upfront
DID		Add	10	\$0.30	Monthly	\$3.00	\$0.00
C Spire PSTN Integration		Add	3	\$25.00	Monthly	\$75.00	\$0.00
<b>Location Totals:</b>						\$78.00	\$0.00

**348 West 19th Avenue, Gulf Shores, AL 36542**

Item	Description	Service Type	Quantity	Monthly Per Unit	Billing Frequency	Monthly Cost	Upfront
C Spire PSTN Integration		Add	1	\$25.00	Monthly	\$25.00	\$0.00
<b>Location Totals:</b>						\$25.00	\$0.00

**City Hall: 1905 W 1ST ST, GULF SHORES, AL 36542**

Item	Description	Service Type	Quantity	Monthly Per Unit	Billing Frequency	Monthly Cost	Upfront
C Spire PSTN Integration		Add	10	\$25.00	Monthly	\$250.00	\$0.00
DID		Add	113	\$0.30	Monthly	\$33.90	\$0.00
<b>Location Totals:</b>						\$283.90	\$0.00

**Summary**

Location	Monthly Cost	Total Upfront
105 West 11th Street, Gulf Shores, AL 36542	\$25.00	\$0.00
167 Parkway South, Gulf Shores, AL 36542	\$25.30	\$0.00
18069 Alabama 180, Gulf Shores, AL 36542	\$25.00	\$0.00
1821 Gulf Shores Parkway, Gulf Shores, AL 36542	\$25.90	\$0.00
19025 Oak Road West, Gulf Shores, AL 36542	\$52.70	\$0.00
1921 West 1st Street, Gulf Shores, AL 36542	\$81.90	\$0.00
19290 Oak Road West, Gulf Shores, AL 36542	\$25.00	\$0.00
1930 West 2nd Street, Gulf Shores, AL 36542	\$25.00	\$0.00
19470 Oak Road West, Gulf Shores, AL 36542	\$53.60	\$0.00
19901 West 36th Avenue, Gulf Shores, AL 36542	\$226.80	\$0.00
200 Office Park Drive, Gulf Shores, AL 36542	\$26.80	\$0.00
2014 West 3rd Street, Gulf Shores, AL 36542	\$25.00	\$0.00
203 Clubhouse Drive, Gulf Shores, AL 36542	\$56.00	\$0.00
2049 West 2nd Street, Gulf Shores, AL 36542	\$25.60	\$0.00
205 Clubhouse Drive, Gulf Shores, AL 36542	\$57.20	\$0.00
209 East Beach Boulevard, Gulf Shores, AL 36542	\$25.30	\$0.00

220 Clubhouse Drive, Gulf Shores, AL 36542	\$249.60	\$0.00
221 West 19th Avenue, Gulf Shores, AL 36542	\$53.00	\$0.00
244 West 19th Avenue, Gulf Shores, AL 36542	\$25.90	\$0.00
245 -A West Beach Boulevard, Gulf Shores, AL 36542	\$25.60	\$0.00
260 Clubhouse Drive, Gulf Shores, AL 36542	\$25.00	\$0.00
310 West 19th Avenue, Gulf Shores, AL 36542	\$78.00	\$0.00
348 West 19th Avenue, Gulf Shores, AL 36542	\$25.00	\$0.00
City Hall: 1905 W 1ST ST, GULF SHORES, AL 36542	\$283.90	\$0.00

<b>Monthly Billing Frequency Summary</b>		
<b>Location</b>	<b>Total</b>	
1821 Gulf Shores Parkway, Gulf Shores, AL 36542		\$25.90
310 West 19th Avenue, Gulf Shores, AL 36542		\$78.00
1905 W 1ST ST, GULF SHORES, AL 36542		\$283.90
1930 West 2nd Street, Gulf Shores, AL 36542		\$25.00
220 Clubhouse Drive, Gulf Shores, AL 36542		\$249.60
2049 West 2nd Street, Gulf Shores, AL 36542		\$25.60
19290 Oak Road West, Gulf Shores, AL 36542		\$25.00
203 Clubhouse Drive, Gulf Shores, AL 36542		\$56.00
167 Parkway South, Gulf Shores, AL 36542		\$25.30
19901 West 36th Avenue, Gulf Shores, AL 36542		\$226.80
2014 West 3rd Street, Gulf Shores, AL 36542		\$25.00
221 West 19th Avenue, Gulf Shores, AL 36542		\$53.00
209 East Beach Boulevard, Gulf Shores, AL 36542		\$25.30
18069 Alabama 180, Gulf Shores, AL 36542		\$25.00
19470 Oak Road West, Gulf Shores, AL 36542		\$53.60
200 Office Park Drive, Gulf Shores, AL 36542		\$26.80
348 West 19th Avenue, Gulf Shores, AL 36542		\$25.00
260 Clubhouse Drive, Gulf Shores, AL 36542		\$25.00
205 Clubhouse Drive, Gulf Shores, AL 36542		\$57.20
19025 Oak Road West, Gulf Shores, AL 36542		\$52.70
245 -A West Beach Boulevard, Gulf Shores, AL 36542		\$25.60
1921 West 1st Street, Gulf Shores, AL 36542		\$81.90
244 West 19th Avenue, Gulf Shores, AL 36542		\$25.90
105 West 11th Street, Gulf Shores, AL 36542		\$25.00
<b>Monthly Total:</b>		<b>\$1,548.10</b>

<b>All Locations Totals</b>	<b>Monthly Cost</b>	<b>Total Upfront</b>
	\$1,548.10	\$0.00

Equipment that is not managed or owned by C Spire Business is the responsibility of the Customer and may result in an impact to service quality. C Spire Business support does not cover Customer-managed equipment. C Spire Business may provide professional services for configuration changes or troubleshooting for an additional fee, or can develop a proposal for replacement with managed infrastructure.

Pricing valid for 30 days from date of proposal. Taxes and fees not included.

Proposals that include 3rd party circuits or circuits off-net to C Spire's Network should be considered budgetary and may be subject to additional installation costs. If additional installation costs are required, Customer will have the option to revise or cancel the service agreement.

C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ are trademarks owned by Cellular South, Inc. Cellular South, Inc. and its affiliates provide products and services under the C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ brands. Affiliates include Telepak Networks, Inc., TekLinks, Inc., Harbor Communications, LLC, C Spire Health, LLC, Callis Communications, Inc., C Spire Advanced Data Solutions, LLC, C Spire Governmental Data Solutions, LLC. and Troy Cablevision, Inc.

If this agreement includes Azure and/or AWS Services, the amount quoted is an estimate only. The actual amount billed and invoiced will be based on actual consumption as calculated by the public cloud provider.

Customer Signature &  
Date \_\_\_\_\_

**Physical Address:**

1018 Highland Colony Pkwy  
Ridgeland, MS 39157



**Remittance Address:**

C Spire Business  
PO Box 748168  
Atlanta GA 30374-8168

**QUOTATION**

[www.CSpire.com/business](http://www.CSpire.com/business)

Date: 01/26/26

Quote #: AAAQ158389

Sales Rep: kburdette

**Quote To:**

City of Gulf Shores AL  
Shana Edmond  
1905 West 1st Street  
PO Box 299  
Gulf Shores AL 36547-0  
Phone: (251) 968-1130

**Ship To:**

City of Gulf Shores AL  
Shana Edmond  
1905 West 1st Street  
PO Box 299  
Gulf Shores AL 36547-02

Here is the quote you requested.

Qty	Part #	Description	Unit Price	Ext. Price
		Cisco Solution Hardware for Webex Calling		
4	ATA192-3PW-K9	192 Analog Telephone Adapter for MPP with switch	\$113.33	\$453.32
4	CON-SNT-TAQK99Q4	192 Analog Telephone Adapter for MPP with switchSNTC-8X5XNBD 12 Month Term	\$17.21	\$68.84
4	ATA191-CLIP-NA	Power Clip for ATA191 and ATA192, North America	\$0.00	\$0.00
50	DP-9861-K9=	Cisco Desk Phone 9861, Carbon Black	\$267.21	\$13,360.50
			<b>Total</b>	<b>\$13,882.66</b>

This Quote (i) hereby incorporates by reference the terms and conditions of the Master Terms and Conditions ("MTC") and the Purchase Terms and Conditions ("PTC") located at <https://www.cspire.com/business>, (ii) applies only to the Services or Products covered by this Quote and not to Services or Products covered by any other quote, statement of work, or order, and (iii) does not amend or supplement the terms of any other agreement. This Quote, the MTC, PTC, and any other written documents attached hereto or incorporated herein are the "Agreement." Capitalized terms not defined herein shall have the respective meanings ascribed to such terms in the MTC.

This Quote is valid for no more than ten (10) days from the date the Quote was issued. CSB reserves the right to cancel orders arising from pricing or other errors. Taxes, shipping, handling and other fees may apply.

By signing below you acknowledge that you have read, accepted, and agree to be bound by this Agreement.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

**Physical Address:**

1018 Highland Colony Pkwy  
Ridgeland, MS 39157

**QUOTATION**

[www.CSpire.com/business](http://www.CSpire.com/business)

**Remittance Address:**

C Spire Business  
PO Box 748168  
Atlanta GA 30374-8168

Date: 01/26/26

Quote #: AAAQ158385

Sales Rep: kburdette

**Quote To:**

City of Gulf Shores AL  
Shana Edmond  
1905 West 1st Street  
PO Box 299  
Gulf Shores AL 36547-0  
Phone: (251) 968-1130  
Here is the quote you requested.

**Ship To:**

City of Gulf Shores AL  
Shana Edmond  
1905 West 1st Street  
PO Box 299  
Gulf Shores AL 36547-02

Qty	Part #	Description	Unit Price	Ext. Price
		Cisco Webex Calling Subscription Services		
		Webex Calling Flex Licenses Subscription		
		Term : 36.00 Months		
1	A-FLEX-3	Collaboration Flex Plan 3.0	\$0.00	\$0.00
125	A-FLEX-CL-CA	Webex Calling Common Area Entitlement	\$0.00	\$0.00
250	A-FLEX-P-CALL	Prem to Webex Calling / UCM Cloud	\$0.00	\$0.00
250	SVS-FLEX-SUPT-BAS	Cisco Support Standard	\$0.00	\$0.00
6,000	A-FLEX-FILESTG-ENT	File Storage Entitlement	\$0.00	\$0.00
1	A-FLEX-ERC	Emergency Response Center Call fee per location search US	\$0.00	\$0.00
300	A-FLEX-C-PRO	Webex Calling Entitlement	\$0.00	\$0.00
300	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	\$0.00	\$0.00
250	A-FLEX-EACL	EntW Webex Calling	\$287.74	\$71,935.00
300	A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	\$0.00	\$0.00
125	A-FLEX-LGW-CUBE	CUBE for Webex Calling (2)	\$0.00	\$0.00
300	A-FLEX-MSG-ENT	Messaging Entitlement	\$0.00	\$0.00
3	A-FLEX-WXAC-ADV	Webex Attendant Console	\$1,420.39	\$4,261.17
3	A-FLEX-WXAC-A-ENT	Webex Attendant Console Entitlement	\$0.00	\$0.00
		Informacast Subscription		
		Term : 32.52		
1	SP-INFORMACAST	SolutionsPlus: Singlewire Subscription	\$0.00	\$0.00
5	SP-FUSION-USR-50-C	InformaCast Fusion 50 Fusion Users Subscription	\$2,725.17	\$13,625.85
		Redsky Subscription		

Qty	Part #	Description	Unit Price	Ext. Price
		Term : 32.52		
1	SP-REDSKY-MRC	SolutionsPlus:Redsky Webex Calling	\$0.00	\$0.00
1	RS-HM-ENH-NOTIFY	Horizon Mobility Enhanced Notification per 1K subscribers	\$4,490.32	\$4,490.32
		Imagicle Subscription		
		Term : 36.00 Months		
1	IMAGICLE-CLOUD	SolutionsPlus: Imagicle UC Cloud Suite	\$0.00	\$0.00
4	IM-CP-S2-GH-FAX	Imagicle UCX Cloud Suite - Digital Fax - GH - 1 chan	\$2,811.43	\$11,245.72
1	IM-CP-S2-GH-PWX	Imagicle UCX Cloud Suite - for Webex Calling - GH	\$6,102.86	\$6,102.86
1	IMPRO-R-4TS	Imagicle Remote Training Services - 1/2 day	\$1,428.57	\$1,428.57
			<b>Total</b>	<b>\$113,089.49</b>

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Customer Signature \_\_\_\_\_ Date \_\_\_\_\_



## CITY COUNCIL AGENDA ITEM

**SUBJECT:** DECLARATION OF SURPLUS

**STAFF CONTACT:** Shelby DeBlieux

**COUNCIL MEETING CYCLE:** COW – March 2 / COUNCIL – March 9

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### RECOMMENDED COUNCIL ACTION:

Staff recommends approval of the surplus of two vehicles. One (1) 2022 FREIGHTLINER M2 KNUCKLEBOOM (3064) and One (1) 2015 ROSENBAUER FIRE TRUCK (2011A).

### BACKGROUND/SUMMARY:

These two vehicles were purchased at a price over the amortization threshold and therefore must go before council for approval to be surplus and auctioned.

DEPARTMENT	ITEM	QTY	NOTES
RECYCLE	2022 FREIGHTLINER M2 KNUCKLEBOOM (3064)	1	PTO IS DAMAGED. PRICE OF REPAIRS TO REBUILD APPROX \$11K TO REPAIR + HAS ALREADY COST OVER \$11K TO DIAGNOSE
FIRE	2015 ROSENBAUER FIRE TRUCK (2011A)	1	NEEDS NEW ENGINE-- \$30K TO REPAIR

### RELATED ISSUES:

N/A.

### PREVIOUS COUNCIL ACTIONS:

No previous action has been taken on these two vehicles.

### FINANCIAL IMPACT:

The general fund will receive the proceeds incurred as a result of the sale of these vehicles.

**KEY DATES:** N/A

**ATTACHMENTS:** N/A



SMALL TOWN, BIG BEACH™

## CITY COUNCIL AGENDA ITEM

**SUBJECT:** Tree Protection Ordinance

**STAFF CONTACT:** J. Scott Stephens, Planning Director

**COUNCIL MEETING CYCLE:** Council Work Session: March 16, 2026  
Council Meeting: March 23, 2026

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### **RECOMMENDED COUNCIL ACTION:**

I make the motion to adopt the ordinance as written.

### **BACKGROUND/SUMMARY:**

The City has had some form of a Tree Protection Ordinance for over 25 years, in an effort to protect the native canopy of trees and their benefits in Gulf Shores, but also allowing development to continue with defined regulations for removal, replacement, and remediation. This proposal is a replacement of the current ordinance (Chapter 7, Article VIII of the Code of Ordinances).

The current ordinance was used as the model for the re-write, so many of the existing elements remain unchanged.

Below is a brief summary of the proposed ordinance, please find the full draft ordinance attached to this memo for the complete text.

- Definitions updated to include definitions for Forestry and industry standards for trimming and pruning.
- Protected Trees remain defined as 12” diameter at breast height (DBH) and Heritage Trees remain 30” DBH for all species, with Live Oaks and Sand Lives Oaks remaining 6” DBH for Protected Tree status and 24” DBH for Heritage Tree status.
- Clusters of Sand Live Oak trees was added to Protected Tree and Heritage Tree status. Clustering is a trait of Sand Live Oaks that often occur after damage (e.g. fire) and new trees/trunks emerge from the original root crown. Studies have indicated that clustered trees had greater survival than those growing as individual trees after a hurricane.

- Protected or Heritage Trees that must be replaced, must be replaced with trees from the Preferred tree list (§ 7-155 3.e) that equal or exceed the DBH of the tree or trees removed.
  - Protected or Heritage Pines that are permitted to be removed may be replaced at a 1:1 ratio from the preferred tree list (i.e. a single pine tree removed may be replaced by a single preferred tree, regardless of the diameter of the pine tree).
- If replacement trees are unable to be planted on the same site they are removed, a remediation fee may be remitted to the Tree Protection and Landscaping Account. This account is used for purchasing new trees to be planted in the City.
- New standards for review are set for specific types of developments including:
  - Multi-family and nonresidential developments (to include commercial, industrial)
  - New single-family and duplexes
  - Developed or existing single-family houses and duplexes
  - Newly developing residential subdivisions

The proposed ordinance also creates a Tree Protection Board which will hear and decide appeals from decisions based on the Tree Protection Ordinance. The Tree Protection Board will be composed of the membership of the Board of Zoning Adjustment (BZA). The BZA is already accustomed to hearing appeals of zoning decisions and variance requests.

We are proposing a reduction in the fine amount for violations of the ordinance (from \$1,000 to \$500), but when violations occur, the trees that were improperly removed or damaged will still need to be replaced or remediated to the standards set in the ordinance.

The Tree Protection Ordinance supports *Environmental Resilience*, one of the Core Values in the proposed Vision 2035.

#### **RELATED ISSUES:**

The City's Subdivision Regulations and Zoning Ordinance (Landscaping) support the protection of trees, and the Tree Protection Ordinance often applies and must be considered during the subdivision, site plan, and building permit review process.

**PREVIOUS COUNCIL ACTIONS:**

Previous tree protection ordinances or amendments:

- August 28, 2000 – Ordinance 822
- August 23, 2010 – Ordinance 1618
- May 10, 2021 – Ordinance 2020
- August 23, 2021 – Ordinance 2036
- August 12, 2024 – Ordinance 2126

**FINANCIAL IMPACT:**

The Tree Protection Ordinance provides for a Tree Protection and Landscaping Account. This account is where remediation fees and fines resulting from violation of the Tree Protection Ordinance are deposited. The funds in this account are only used for purchasing new trees and related supplies. An example project funded by this account is the planting of new Willow Oak trees at Johnnie Sims Park in December 2025.

**KEY DATES:**

N/A

**ATTACHMENTS:**

Draft ordinance.

## ARTICLE VIII. TREE PROTECTION

### **Sec. 7-150. Purpose and intent.**

These provisions are intended to regulate the removal and/or destruction of trees within the community for the purpose of:

1. Preserving the existing character of the city, part of which is derived from existing groves of mature pine, oak, and other species of trees;
2. Reducing the effects of noise and air pollution and protecting and enhancing the environmental and public health benefits of trees;
3. Preventing soil erosion and the siltation of drainage improvements and waterways;
4. Protecting and enhancing the aesthetic qualities of the community; and
5. Adding an element of landscape maturity to new developments in the city thereby enhancing buffering and privacy, and increasing the value of property.

### **Sec. 7-151. Applicability.**

These regulations shall apply within the corporate limits of the city. Protected Trees as defined in this article shall not be removed, relocated, destroyed or otherwise directly or indirectly damaged or injured unless and until a tree removal permit under this article has first been issued. If enforcement of a city regulation will result in the removal of a Protected Tree, the Planning Department will work within the regulations to modify the design standards to the extent possible to save the tree.

### **Sec. 7-152. Definitions.**

For the purposes of this article, the following words will have the following meanings:

*City Arborist* means the city staff member(s) so designated as the City Arborist.

*Damage* means any intentional or negligent act or lack of protection that is more likely than not to cause a tree to die within a period of five years, as determined by the City Arborist. The following actions may result in damage to a tree: performing grade changes (including lowering or filling the grade) that affect more than 20 percent of the root save area; over-mulching or

improper mulching; improper removal of soil or overfilling with soil; trenching of roots; cutting, girdling or inflicting other severe mechanical injury to the trunk, roots or other vital sections of the tree; removing an excess of the live crown of the tree or improper pruning practices; inflicting damage upon the root system of a tree by the application of toxic substances, including solvents, oils, gasoline and diesel fuel; causing damage by the operation of heavy machinery; burning; and improper trimming or pruning.

*Diameter at breast height (DBH)* means the measurement of the diameter of a tree trunk measured in inches at a height of four and one-half (4½) feet above the ground. If a tree splits into multiple trunks below four and one-half feet, then the trunk is measured at its most narrow point beneath the split.

*Disease* means any fungal, bacterial, or viral infection that will result in the death of the tree, as determined by the City Arborist. Disease shall also mean any fungal, bacterial or viral infection that has progressed to the point where treatment will not prevent the death of the tree, as determined by the City Arborist. If the City Arborist is unable to determine a tree is diseased, an applicant may present a report from an ISA certified arborist identifying and presenting the etiology (the cause and origin) of the fungal, bacterial or viral infection for review.

*Essential Utility Service* means water, sanitary sewer, storm sewer, gas, power, communications, and other similar utilities as may be designated by the city.

*Heritage Tree* see Section 7-153. Heritage Trees are also considered Protected Trees. Heritage Trees receive the same minimum protections as Protected Trees and may have additional requirements as specified in this article.

*Forestry* is the managed operation of forest and timberlands when practiced in accordance with sound forest management practices through developing, cultivating, harvesting, transporting and selling trees for commercial purposes, which does not involve any existing, proposed or future land development.

*Incidental trimming or pruning* means the process of pruning a tree that follows industry standards and best management practices as can be found in ANSI A300 tree care standards or current Best Management Practices publications as developed by the International Society of Arboriculture.

*Pine tree* means only a member of the genus *Pinus* and does not include other needled trees of the family Pinaceae.

*Protected Tree* see Section 7-153

*Rear yard* means a yard extending the full width of the lot between the main building and the rear lot line except those abutting the Gulf of Mexico.

*Remove* means the process of cutting down more than 30 percent of a tree and/ or removing a tree from its location, either through direct or indirect, or intentional or unintentional actions.

*Survey* means an accurate, scaled, plot or drawing that provides adequate detail to determine the location of property lines, structures, trees, and other necessary information as required by this article or by the City Arborist in order to ensure compliance with this article. Must be provided by an Alabama licensed surveyor or engineer (this requirement may be waived by the City Arborist for applications involving sites with existing development and involving one or few trees).

*Tree protection and landscaping account* is the account or fund managed by the City used for the purposes of replacing trees that have been removed.

*Tree protection zone (TPZ)* means a buffer or area around a tree or trees to provide protection from development or construction occurring nearby.

**Sec. 7-153. Protected and Heritage Trees.**

All trees with a DBH of 12” or more are Protected Trees and with a DBH of 30” or more are Heritage Trees, unless further defined below:

Table 7-153: Protected and Heritage Trees			
Common Name	Scientific Name	Protected DBH*	Heritage DBH*
Live Oak (Southern)	<i>Quercus virginiana</i>	6”	24”
Sand Live Oak**	<i>Quercus geminata</i>	6”	24”

\*trees meeting this minimum DBH and larger

\*\* Sand Live Oak Clusters – a cluster of Sand Live Oaks is defined as a group of five or more trees growing within 10 feet of each other (but not in a row), the average DBH of the cluster being 4” or more for Protected status; an average DBH of 12” or more will be considered Heritage status. Sand Live Oak Clusters will be treated as a single tree for TPZ purposes and if removal is approved (or trees destroyed or damaged), cumulative DBH of the cluster will be used for replacement or remediation calculations.

The following trees are not considered Protected or Heritage, regardless of the DBH:

1. Invasive Trees:
  - a. Chinese Tallow or Popcorn Tree (*Sapium sebiferum*)
  - b. Chinaberry (*Melia azedarach*)
  - c. Tree of Heaven or Chinese Sumac (*Ailanthus altissima*)
  - d. Silk Tree or Mimosa (*Albizia julibrissin*)
  - e. Paper Mulberry (*Broussonetia papyrifera*)
  - f. Camphor Tree (*Cinnamomum camphora*)
  - g. Other trees commonly considered invasive as determined by the City Arborist

**Sec. 7-153. Exemptions.**

The following activities are exempted from the requirements of this article:

1. Incidental trimming or pruning of a Protected Tree or Heritage Tree by the owner of the property or the owner's agent.
2. Commercial tree operation. Trees grown specifically for sale by commercial nurseries or the production of lumber and its byproducts in a managed forestry operation. Buildings, associated parking facilities, landscape buffers, and other trees otherwise required for these types of operations are not exempt from the requirements of this article.
3. Pruning or removal of trees by or on behalf of the City of Gulf Shores or another governmental agency.
4. The city may issue a no-fee permit to public utility companies allowing them to prune or remove Protected Trees that may interfere with utility lines located within public rights-of-way or easements, and upon such terms and conditions as may be determined by the city.
5. The mayor may declare an emergency and impose a temporary moratorium on the enforcement of this requirement following severe storms or similar events within the city.

**Sec. 7-154. Tree removal permit.**

Any person or entity wishing to remove, relocate, destroy, or otherwise injure a Protected Tree or trees, including Heritage Tree or trees, shall, under the provisions of this article, make written application on forms available from the City, unless specifically exempted within this article. Fees shall be set by the council.

Tree removal proposed in conjunction with land disturbance, site plan, or single family/duplex building permit application approval may be approved concurrently with approval or permit issuance and may not require a separate tree removal application.

**Sec. 7-155. Tree protection, replacement, and remediation.**

A tree removal permit shall be approved prior to the issuance of a land disturbance permit or activity, a building permit, site plan approval, or other city permit for development that could destroy, damage, injure, or otherwise have an adverse effect on existing vegetation. A tree removal permit shall be approved prior to the removal, or other activity that could destroy, injure, or otherwise have an adverse effect, on an existing Protected or Heritage Tree(s).

Tree protection fencing, if required, shall be installed, inspected, and approved prior to commencing land disturbance or construction activity, including placing equipment on site. Tree protection fencing may be placed at the same time as stormwater or erosion control measures and BMPs.

1. Tree Protection Plan. A tree protection plan shall be submitted with the following information:
  - a. A survey indicating the location, DBH, and common name of all protected and Heritage Trees on the property; the survey will also indicate the proposed and existing building or improvement footprint(s), property lines, setbacks, existing and proposed utilities (overhead and underground), existing and proposed infrastructure (e.g. streets, sidewalks, driveways, other paved surfaces, etc), and other features that may affect the existing trees. If grading is proposed, then the survey must indicate current and proposed contours or adequate spot elevations.
  - b. Indication whether individual trees are proposed to be preserved or removed.
  - c. Tree protection zone(s) location
2. Tree protection zones (TPZs):
  - a. TPZs must remain unpaved and open. The use of perforated pavers or grates may be allowed subject to review and written approval.
  - b. No vehicles may be parked or driven over the TPZ, nor may any construction material be stored or any substances poured, disposed, or placed within the tree protection zone at any time during clearing or construction.
  - c. No change of grade within the TPZ may occur around existing trees except for a maximum of two inches of mulch or sod, unless otherwise approved by the city.
  - d. Tree protection fencing, a minimum three (3) feet in height, shall be placed along the exterior of the TPZ of all Protected Trees. Installation of protective tree fencing shall not destroy or harm the root system of Protected Trees. Fencing shall consist of a combination of type 'A' silt fence (not dug in), type 'B' or plastic construction fence, or alternative fencing as approved by the City Arborist.
  - e. Signage which states, "Tree Protection Zone, Do Not Enter," in legible letters at least four inches tall, shall be placed for each Protected Tree, if in a TPZ of one tree, or placed at least every 20 feet along a TPZ perimeter fencing surrounding

multiple trees. Signs are not required for new or existing single family houses or duplexes unless specifically required by the City Arborist.

- f. Where grade changes may affect tree protection zones, protective dry wells or retaining walls shall be provided.
  - g. If roots must be removed during site clearing and/or construction, they shall be severed clean at the perimeter of the tree protection zone.
3. Remediation and replacement. Any Protected Tree(s) required to be replaced or remediated shall, at the expense of the owner/developer, occur on the same site, or the owner/developer shall make a monetary contribution to the tree protection and landscaping account.
- a. Total DBH of replacement trees shall equal or exceed the total DBH of Protected Trees removed and required to be replaced unless otherwise specified below or in Section 7-156. Any Protected Tree required to be preserved must remain undamaged and live through the duration of construction and the issuance of a Certificate of Occupancy. Any existing Heritage Tree required to be preserved must live for three years from the date of the Certificate of Occupancy. Trees that do not survive or are damaged must be replaced or remediated, with all replacement trees having a total tree DBH equivalent to that of the DBH of the tree(s) that died or were damaged.
    - i. Protected or Heritage Pine trees may be removed if replacement and/or remediation is provided. One replacement tree is required to be planted for each Protected or Heritage Pine Tree removed. Replacement trees must come from the preferred tree list in this section.
  - b. If, in the judgment of the City Arborist, the site cannot accommodate the total number of required replacement trees as a result of insufficient planting area, the applicant shall make a monetary contribution to the tree protection and landscaping account. The amount of such contribution shall be: For every single-trunk replacement tree required, the contribution shall be equal to the current retail value of an equivalent nursery-grown tree of similar species, plus the cost of planting. The retail value and planting cost for the replacement tree shall be

calculated by the city by taking the average published price of nursery grown trees of the same species and doubling it.

- c. Any replacement tree which dies or is removed shall be replaced by a tree meeting replacement guidelines, at the expense of the property owner.
- d. Replacement trees with the potential to reach a height that would interfere with overhead utilities lines may not be planted or otherwise located under or within 10 feet on either side of overhead utility lines. Replacement trees may not be placed so as to interfere with underground utilities.
- e. Preferred trees. The following list of trees may be approved as replacement trees:
  - i. Live Oak (*Quercus virginiana*)
  - ii. Sand Live Oak (*Quercus geminata*)
  - iii. Southern Magnolia (*Magnolia grandiflora*)
  - iv. Willow Oak (*Quercus phellos*)
  - v. Shumard Oak (*Quercus shumardii*)
  - vi. Bald Cypress (*Taxodium distichum*)
  - vii. Other native species appropriate for the location as approved by the City Arborist
- f. Protected or Heritage Trees may be removed without replacement or remediation if the City Arborist determines the tree meets any of the following criteria:
  - i. Is diseased, infested with insects, injured by natural or unavoidable causes (e.g. lightning strike, storm damage, etc), or causing structural damage to a building;
  - ii. b. Is in danger of falling on existing or proposed structures;
  - iii. c. Creates unsafe vision clearance; or
  - iv. d. Conflicts with other ordinances or regulations of the city.

**Sec. 7-156. Requirements for specific types of development.**

- 1. *Multi-family and nonresidential developments.* This includes new and existing (developed) commercial, industrial, and residential structures for three or more families.
  - a. Review Criteria.
    - i. A Heritage Tree may be removed only if:

1. It is within the footprint of a principal building, and the applicant has demonstrated that all reasonable efforts have been made to attempt to retain the tree on the site. If a Heritage Tree is actively causing damage to an existing structure (e.g. lifting or cracking of foundation) and it has been demonstrated that alternative means of protection are unfeasible, then the tree may be removed. If removal is approved, replacement or remediation will still be required.
  2. The City may administratively authorize a waiver or reduction of the front or rear yard setback, up to but not exceeding 10 feet, and in side yards, up to but not exceeding five feet, in cases where the reduction of the setback is necessary in order to preserve a Heritage Tree.
- ii. A Protected Tree may be removed without replacement or remediation if:
    1. It is located in an area where a structure or improvement is to be placed according to a site plan or building permit, and the applicant has made every effort to preserve Protected Trees on the site; or
    2. If a Protected Tree is actively causing damage to an existing structure (e.g. lifting or cracking of foundation) and it has been demonstrated that alternative means of protection are unfeasible, then the tree may be removed.
  - iii. A Protected Tree that does not meet the criteria above may be removed if replaced and/or remediated according to this article.
- b. Tree Protection Zone. There shall be an area around each tree extending fifteen (15) inches per inch of tree DBH in all directions from the trunk. In no case shall the tree protection zone be less than ten (10) feet. The City Arborist may authorize a TPZ containing multiple trees and may increase or decrease the tree protection zone based upon unique site conditions.
  - c. Replacement Trees. Single-trunk replacement trees shall have a minimum of 3” DBH and be a minimum of 12 feet in overall height and be on the City’s preferred tree list. If it can be demonstrated that 3” DBH trees are not available at the time of application, the City Arborist may authorize a reduction to 2 ½” DBH at 10 feet

in height. Palm trees shall not count as replacement trees except when replacing an existing palm.

2. *New single-family houses and duplexes.* This includes lots and parcels platted, zoned, or otherwise developed for a single family or duplex principal use and applying for a building permit for new single family or duplex use. This subsection does not apply to property being developed, including going through the subdivision process, or requiring a land disturbance permit.

- a. Review Criteria.

- i. A Heritage Tree may be removed without remediation only if it is demonstrated that all reasonable efforts have been made to retain the tree on the site.
- ii. The City may administratively authorize a reduction of the front or rear yard setback, up to but not exceeding 10 feet, or in the side yard, up to but not exceeding five feet, in cases where the reduction of the setback is necessary in order to preserve a Heritage Tree.
- iii. A Protected Tree may be removed without replacement or remediation if located within 10 feet of the footprint of the proposed principal residential structure or within 10 feet of other site improvements (including but not limited to the garage, carport, driveway and swimming pool), or would interfere with proposed essential utility services, as indicated on the plot plan submitted for permitting.
- iv. A maximum of 50% of the Tree Canopy Cover in the rear yards of single family or duplex homes may be removed. Tree canopy cover is defined generally as the layer of leaves, branches, and stems comprising the crown of the tallest trees present when viewed from above. The tree canopy cover delineation shall be used to determine what trees may be removed to meet this standard. A lot's tree canopy coverage shall be calculated by the City Arborist for all permits requiring arborist review. Heritage Trees may not be removed as part of the permitted tree canopy reduction in rear yards.

- v. A Protected Tree that does not meet criteria for removal without replacement or remediation may be removed if tree replacement and/or remediation is provided, as is required in this article.
  - b. Tree Protection Zone. There shall be an area extending five (5) feet from the outside edge of the trunk. The City Arborist may authorize a TPZ containing multiple trees and may increase or decrease the tree protection zone based upon unique site conditions.
  - c. Replacement Trees. Single-trunk replacement trees shall have a minimum of 3” DBH and be a minimum of 12 feet in overall height and be on the City’s preferred tree list. If it can be demonstrated that 3” DBH trees are not available at the time of application, the City Arborist may authorize a reduction to 2 ½” DBH at 10 feet in height. Palm trees shall not count as replacement trees except when replacing an existing palm.
- 3. *Developed or existing single-family houses and duplexes.* This includes lots and parcels with an existing single family or duplex principal use on site at the time of applying for a tree removal permit. Sites with existing or developed single family or duplex uses may be reviewed using a modified site plan as approved by the City Arborist (e.g. aerial photograph, single tree consideration, etc). This section applies to additions and accessory structures on parcels with existing houses and duplexes.
  - a. Review Criteria
    - i. A Protected Tree may be removed without replacement or remediation if it is located within 10 feet of the footprint of a principal building.
    - ii. A Protected Tree may be removed without replacement or remediation if it will be within 10 feet of the footprint or an accessory structure or building and the applicant has demonstrated that all reasonable efforts have been made to retain the tree.
    - iii. A Heritage Tree may be removed without replacement or remediation if it is located within ten feet of the footprint of a principal building, and the applicant has demonstrated that all reasonable efforts have been made to retain the tree on the site.

- iv. A Heritage Tree may be removed with replacement or remediation if located within five feet of the footprint of existing or proposed new site accessory improvements (including but not limited a detached garage, detached carport, driveway or swimming pool, and essential utilities) and the applicant has demonstrated that all reasonable efforts have been made to retain the tree on the site.
  - v. A protected or Heritage Tree actively causing damage to an existing structure, including sidewalks or driveways, (e.g. lifting or cracking of foundation) and it has been demonstrated that alternative means of protection are unfeasible, then the tree may be removed.
  - vi. Protected or heritage pines may be replaced or remediated at a one-to-one ratio (i.e. each individual pine tree, regardless of DBH, may be replaced with a single tree, or equivalent remediation fee).
  - vii. A maximum of 50% of the Tree Canopy Cover in the rear yards of single family or duplex homes may be removed. Tree canopy cover is defined generally as the layer of leaves, branches, and stems comprising the crown of the tallest trees present when viewed from above. The tree canopy cover delineation shall be used to determine what trees may be removed to meet this standard. A lot's tree canopy coverage shall be calculated by the City Arborist for all permits requiring arborist review. Heritage Trees may not be removed as part of the permitted tree canopy reduction in rear yards.
- b. Replacement Trees. Single-trunk replacement trees shall have a minimum of 2" DBH and be a minimum of 10 feet in overall height and be on the City's preferred tree list. Palm trees shall not count as replacement trees except when replacing an existing palm. Larger diameter trees, if available, may be used in the calculation of remediation fees in this subsection, as long as the total DBH of removed trees is accommodated (e.g. if three 2" trees are required for replacement (total of 6" DBH) the remediation calculation may use two 3" trees (total of 6" DBH) if more economical).

4. *New residential subdivisions that require a land disturbance permit or installation of public infrastructure.* Consideration is given to new subdivisions that require installation of public infrastructure such as streets, sidewalks, stormwater facilities, and other public utilities, and typically engage in extensive clearing of larger areas of land.
  - a. Review Criteria.
    - i. A survey must be prepared by a licensed surveyor or engineer that meets the requirements as found in Section 7-155. This can be done in conjunction with the preliminary plat process.
    - ii. Heritage Trees may not be removed unless it is demonstrated that all efforts have been made to preserve and protect the tree. This includes, but is not limited to: reconfiguration of lot layout, infrastructure layout, or building pad locations, reduction in the number of lots, increase in size of lots, increase in open space. Developers may pursue conservation subdivisions, Planned Unit Developments, or other alternative and available means of platting and development to protect trees. If a Heritage Tree is removed, the DBH must be replaced on site.
    - iii. Protected Trees may be removed if within the footprint of proposed infrastructure, including within a right-of-way, within a utility easement or 10 feet of utility lines, and within the footprint of stormwater or drainage facilities such as a detention pond.
    - iv. Tree Protection Zone. There shall be an area around each tree extending fifteen (15) inches per inch of tree DBH in all directions from the trunk. In no case shall the tree protection zone be less than ten (10) feet. The City Arborist may authorize a TPZ containing multiple trees and may increase or decrease the tree protection zone based upon unique site conditions.
  - b. Replacement Trees. Single-trunk replacement trees shall have a minimum of 3” DBH and be a minimum of 12 feet in overall height and be on the City’s preferred tree list. If it can be demonstrated that 3” DBH trees are not available at the time of application, the City Arborist may authorize a reduction to 2 ½” DBH at 10 feet in height. Palm trees shall not count as replacement trees except when replacing an existing palm.

**Sec. 7-157. Effective date and expiration of a tree removal permit.**

1. Approval of an application to remove a Protected Tree is effective upon issuance of a permit. A permit expires 90 days after its issuance date, provided that the mitigation conditions in the permit remain in effect until the conditions are met. If a tree removal permit is issued in conjunction with a building permit, site plan, land disturbance, or similar permit, the tree removal permit shall be effective while the development permit is active and valid.
2. For properties for which the building permit has expired and Protected Trees were removed, the property owner shall replace and/or remediate, within 90 days of the expiration of the building permit, the total DBH of the protected and Heritage Trees that were removed when the building permit was issued. Trees shall be planted outside of building setback lines or in other areas less likely to result in future removal.

**Sec. 7-158. Appeals.**

If in the determination of staff, the application does not meet the required criteria, it will be denied and the reasons communicated to the applicant who may appeal the decision to the Tree Protection Board within ten working days by filing a written request with the Planning Department in a format or on a form as specified by the department. The appeal request will be placed on the next available Tree Protection Board agenda and public notice of the meeting will be performed as is required for a site plan review.

**Sec. 7-159. Tree Protection Board.**

The Tree Protection Board hears and decides appeals of decisions of the City Arborist or other administrative officials related to this article. The Tree Protection Board shall consist of five regular members and two supernumerary members. The supernumerary members shall serve at the call of the chairman only in the absence of regular members and while so serving shall have and exercise the power and authority of regular members.

The membership of the Tree Protection Board shall be composed of the same membership of the Gulf Shores Board of Zoning Adjustment, and said Board of Zoning Adjustment's chairman shall also chair the Tree Protection Board.

The concurring vote of four members of the board shall be necessary to reverse any order, requirement, decision, or determination of the City Arborist or other administrative official related to this article.

**Sec. 7-160. Enforcement and penalties.**

Whenever the City Arborist, zoning official, or designee, determines that a violation of this article has occurred, the following shall occur:

1. Notice of violation in writing shall be provided to the property owner, person, and/or contractor or other entity performing the work detailing the nature of the violation.
2. One of the following actions shall be initiated singly or in combination:
  - a. A stop work order shall be posted on site requiring all work to cease until the violation may be addressed and corrected.
  - b. A fine in the amount of \$500 shall be issued to the property owner or the person, contractor, or other entity who caused the tree removal, site clearing, or other violation of this article.
  - c. The property owner, or person acting on behalf of the owner, shall, within 14 days of notice of violation, submit a tree removal permit application in accordance with this article and along with the following:
    - i. For properties where the city can determine the size and species of trees removed, the property owner shall be required to plant replacement trees on the site or make a monetary contribution to the tree protection and landscaping account in accordance with this article.
    - ii. For properties where trees have been removed and the city cannot determine the size and species of trees removed, the property owner shall be required to plant replacement trees from the preferred list in Section 7-155 at a rate of two trees for every 1,000 square feet of property cut, or fraction thereof, or make a monetary contribution to the tree protection and landscaping fund in accordance with this article
    - iii. The permit fee shall be doubled.

**Sec. 7-161. Final approval of projects.**

No certificate of occupancy, final plat approval, or other final approval for a project which required a tree removal permit, shall be issued by the City until the City Arborist shall have inspected such site and confirmed that the provisions of the approved permit have been followed, including required trees remaining without damage, replacement trees properly planted, and/or remediation fees submitted to the City.

**Secs. 7-162 – 7-170. Reserved.**

DRAFT



## CITY COUNCIL AGENDA ITEM

**SUBJECT:** Kids Park Replacement

**STAFF CONTACT:** Grant Brown – Recreation & Cultural Affairs

**COUNCIL MEETING CYCLE:** March 16th – March 23rd, 2026

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**RECOMMENDED COUNCIL ACTION:** Approve resolution accepting the Leathers & Associates proposal to design and construct the replacement of Kids Park in an amount not to exceed \$940,000.

**BACKGROUND/SUMMARY:**

- The original Kids Park, constructed as a community build in 1996 using natural wood materials, has reached the end of its useful life and is now in poor condition.
- A 2014 inspection documented significant deterioration caused by persistent moisture on the site, resulting in compromised wood and fasteners. The recommendation at that time was to replace the structure using composite, low-maintenance recycled plastic materials wherever feasible.
- In 2018, the City engaged residents to re-envision Kids Park and presented design options to the City Council Recreation Committee. While traditional metal and plastic play systems were explored, the Committee expressed a clear preference for a replacement that honored the character and charm of the original structure.
- To extend the park’s usability and maintain safety, staff performed structural repairs and applied stain and sealant to the existing wood while long-term funding for a “like-kind” replacement was planned and secured.
- The Kids Park replacement project was included in the 2026 Capital Plan and Leathers & Associates is ready to assist with the project.



SMALL TOWN, BIG BEACH™

**RELATED ISSUES:**

Leathers & Associates has submitted sole-source documentation, approved by the City's Procurement Officer, enabling the City to partner with them once again to design a playground shaped by community input and to construct it using a hybrid model that blends onsite contractors with City staff, equipment, and support

**PREVIOUS COUNCIL ACTIONS:** The Kids Park replacement is included in the **2026 Capital Plan** with a budget allocation of **\$950,000**.

**FINANCIAL IMPACT:** Total financial impact – Up to **\$950,000**  
Account Number for expenditure of funds: **Capital Outlay 38-879-84200**

**KEY DATES:**

Planning and Design: **April 2026 – May 2026**  
Construction: **September 2026 – October 2026**  
Expected Completion: **November 2026**

**ATTACHMENTS:**

Leathers & Associates  
    Proposal  
    Sole Source Letter  
    Sole Source Justification  
    Sample Renderings

Public Engagement Plan



Scope of Services and Proposal  
for the construction of a new Leathers Playground  
Kids Park at Johnnie Sims Park

Leathers & Associates, Inc. PO Box 3364 Jupiter, FL 33469-9998 DATE: 1/8/26	Grant Brown c/o City of Gulf Shores, AL 1930 West 1st Street Gulf Shores, AL 36542 Financial Services: PO Box 299 1905 West 1st Street Gulf Shores, AL 36547
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**READ THIS ENTIRE PROPOSAL CAREFULLY. IT CONTAINS IMPORTANT INFORMATION FOR YOUR PROJECT.**

This is a lump sum contract between Grant Brown c/o City of Gulf Shores, AL (Client) and Leathers & Associates, (L&A) for design services and construction services to build a one-of-a-kind playground.

This proposal constitutes an estimate of the work our office will provide for your project and the associated fees. The fees described in this proposal assume that we are providing standard design services based on the original design by L&A. The fees outlined here will vary only if additional work is requested or required. Any modifications to this proposal will be handled through written change orders.

The construction phase will not change except by mutual agreement between L&A and the Client.

The following pages contain an outline of the scope of work, associated responsibilities and cost. This proposal is valid through 2/8/26.

## **PROJECT GOALS:**

To design and construct a new unique custom designed playground. The design will be based on approximately 12,400 Square feet. The main materials will be a variety of recycled plastic lumber. The new playground should be expected to last minimally 30 years with proper maintenance. The playground will be designed and constructed to the current ASTM F1487 and & CPSC Pub.325 safety standard and current ADA requirements. The design will be completed by L&A. The construction will be completed by L&A. with assistance from the client

## **SCOPE OF WORK:**

### **General:**

This proposal is based on a hybrid construction including L&A and the client.

### **Construction:**

Ensure that that the finished work complies with the current version of ASTM F1487 and CPSC Pub.325. L&A will provide the materials, labor and small tools necessary to perform the work unless otherwise specified under Client's responsibilities. The work will be performed under the supervision of a Certified Playground Safety Inspector. Upon completion, we will perform a final inspection assuring safety compliance.

### **Safety Surfacing:**

Included in this proposal is mainly engineered wood fiber surfacing and some PIP pathway. Type of sub-base is to be determined, and currently not included in this scope of work. Any required drainage would be outside our scope of work and if needed should be completed a minimum of two weeks prior to the construction start date. The Client is responsible for the installation of the engineered wood fiber

### **Construction period:**

- The completion date for the project is estimated for 2026 and will be evaluated and agreed upon by both parties
- Construction is expected to take approximately 6-7 weeks.

### **L&A responsibilities:**

- Develop a schematic design based on client feedback
- Develop a final design based on client feedback
- Develop a materials list and order the necessary materials for the project
- Provide onsite construction labor and supervision to ensure everything is built in conformance with the drawings
- Provide final site cleanup of construction materials
- Certify the final product meets ASTM F1487 standards, CPSC Pub.325 guidelines

### **Client's responsibilities:**

- Supplying a liaison from the Client to help coordinate the design and construction process between the Client and L&A
- Obtain any necessary permits if applicable

- Typically permits are not required for public playgrounds. ASTM F147-11 standards are the design standards for the project
- Provide any demo of existing structures
- Provide any necessary site work, such as grading or drainage
  - Site may need to have a maximum slope to 1.5% in any direction
- Stakeout the playground perimeter and post locations. L&A will provide a CAD file.
- Provide any heavy equipment for construction (lull skid steer etc.)
- Provide any temporary fencing if required
- Accept delivery of some of the materials
- Supply 8 skilled workers for 5 consecutive 40 hr weeks to assist L&A's construction crew
- Provide power and water to the construction site
- Complete any site cleanup restoration like grass area outside of playground border

**Modifications to this proposal:**

Any modifications to this proposal shall be handled through written change orders and approved by both L&A and the Client.

**L&A Fees:**

The following is an outline of fees for Leathers & Associates' professional services:

**DESIGN & CONSTRUCTION DOCUMENTS PHASE**

<b>Pre-construction</b> All design work, Project Management/Construction Coordination, and construction documents	\$35,900
<b>Construction</b> L&A Construction Consultants: Includes all labor and travel expenses & tools to complete the project	\$449,018
<b>Final inspection</b> Inspected by L&A's CPSI for safety compliance	\$1,500
<b>Estimated materials</b> Shipping costs may increase at the time of delivery Cost does not include any applicable taxes.	\$443,750
<b><u>TOTAL PROJECT COST</u></b>	<b>\$930,168</b>

\*If needed at any time prior to construction, any site visits will be billed at \$2,700 per trip.

\*Please note that the estimated budget amounts shown do not include sales tax. Taxes will be applied, if applicable, in accordance with local and state regulations.

Payment schedule

<b>Timing</b>	<b>Amount</b>
Upon acceptance of proposal	5% = \$46,508.40
Upon completion of pre-construction phase	10% = \$93,016.80
Eight weeks prior to construction start date	50% = \$465,084
Upon substantial completion of construction phase	30% = \$279,050.40
Upon final completion	5% = \$930,168

## **BASIC SERVICES**

The Basic Services consist of the phases described below.

### **DESIGN DEVELOPMENT/CONSTRUCTION DOCUMENTS PHASE**

#### **Pre-construction phase**

L&A shall review the design criteria including a budget with the client to establish a schematic design and consult with the client on any design modifications. Based on the scope of work. L&A will prepare a materials list and order the necessary materials.

As part of this phase we will automatically make adjustments to the design to bring the project up to current ASTM F 1487, CPSC Pub. 325 standards and guidelines. We will also ensure compliance with ADA requirements. Individual details, traffic flow and budget constraints shall be considered.

#### **Construction**

L&A shall prepare the necessary working drawings and specifications setting forth the requirements for the construction of the entire project as needed by our construction consultants. The final drawings will conform to the current safety and accessibility guidelines (ASTM 1487, CPSC Pub. No. 325).

These documents typically consist of plan view drawings and are outlined below:

1/8" plan view, 1/4" plan view, 1/8" stakeout, and any other drawings L&A deems necessary. These drawings are not typical construction drawings and are prepared for our trained construction consultants. We will also provide a 3-D artist rendering of the final design.

If necessary, L&A shall assist the client in filing the required documents for the approval of governmental authorities having jurisdiction over the project. It is, however, the client's responsibility to identify any such requirements and authorities and to follow through with any required filings. Any additional work that may be needed is not included in this proposal.

### **PROJECT MANAGEMENT PHASE**

The client will be assigned a project manager, who will serve as the community's main contact through the construction of the project. The project manager is available from 8 a.m. to 5 p.m. Eastern Time and can be reached by telephone and email.

### **CONSTRUCTION PHASE**

Exact construction dates and completion to be determined. L&A will provide the materials, labor and to complete the job as outlined above. L&A will inspect the completed playground for compliance with the drawings and all relevant safety aspects.

### **INSURANCE**

L&A will carry the following minimum insurance coverages:

- General liability policy \$1,000,000/occurrence, \$2,000,000 general aggregate
- Professional liability \$1,000,000
- Automobile liability \$1,000,000
- Worker compensation and employer's liability \$1,000,000 each accident
- L&A will name Grant Brown c/o City of Gulf Shores, AL as additional insured under the general liability policy upon receiving a signed contract

Leathers & Associates, Inc.

\_\_\_\_\_ Title: President \_\_\_\_\_ Date \_\_\_\_\_  
Marc Leathers

Grant Brown c/o City of Gulf Shores, AL

\_\_\_\_\_ Title: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Agent



## **Sole Source Justification Letter**

Marc Leathers  
Owner  
Leathers & Associates, Inc.  
PO Box 3364  
Jupiter, FL 33469-9998

12/8/25

City of Gulf Shores  
1905 W. 1st Street  
P.O. Box 229  
Gulf Shores, LA 36547

Re: Sole Source Justification – Custom Playground Design and Equipment

Thank you for the opportunity to work with your community on the development of a custom playground. This letter serves as formal documentation that Leathers & Associates, Inc. is the sole source provider for the design and required equipment associated with your custom playground project.

Leathers & Associates specializes in true custom-designed and custom-built playgrounds, which differ significantly from pre-manufactured playground systems. Our playgrounds are engineered as integrated structures where the design, layout, and safety compliance depend on the precise specifications of both our custom-built components and certain select manufactured components chosen specifically for your design.

### **1. Custom Integrated Design**

Our playgrounds are unique to each project and are engineered as one cohesive system. The structural layout, elevations, access routes, platforms, and play features are all designed together. These custom components are fabricated specifically for your playground and are not available from any other vendor.

### **2. Safety Compliance Requires Exact Components**

The design is developed to meet all applicable safety standards, including:

- ASTM F1487
- CPSC Public Playground Safety Handbook

Safety compliance depends on:

- Exact fall heights
- Clear use zones
- Entrapment/entanglement prevention
- Deck-to-component alignments

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Toll Free 877-564-6464  
[www.leathersassociates.com](http://www.leathersassociates.com)

Changing components (even if similar) can compromise these safety calculations and would require significant redesign.

### **3. ADA Accessibility Depends on the Specified Components**

Accessibility requirements are met through carefully coordinated:

- Transfer platform heights
- Reach ranges
- Approach angles
- Clear floor spaces
- Accessible routes

Substituting equipment from another manufacturer may result in noncompliant transfer heights, incorrect geometry, or inaccessible routes.

### **4. Manufactured Components Used in the Design Are Also Sole Source for This Project**

Although some components (such as slides) are sourced from reputable manufacturers, once a specific component is selected, it becomes the only component compatible with the approved design because:

- Dimensions, mounting requirements, and exit geometry differ across manufacturers
- Structural attachment points are engineered around that exact product
- ADA and safety requirements are met using that specific component

Thus, no other manufacturer's equipment can be substituted without redesigning major portions of the playground.

### **5. Competitive Bidding Is Not Applicable**

Due to the custom and integrated nature of the design and the proprietary combination of custom and selected components:

- No other vendor can provide equipment compatible with the design
- No equivalent products exist that would meet the same technical, safety, and accessibility requirements
- Redesigning the playground for alternative components would increase cost, delay the project, and compromise design intent

This qualifies Leathers & Associates as sole source by design necessity, safety requirements, ADA compliance, and lack of compatible alternatives.

### **Conclusion**

For these reasons, Leathers & Associates, Inc. is the only vendor capable of providing the equipment and design elements necessary to complete this playground as engineered. This letter is provided for your procurement records to support sole-source purchasing requirements.

Sincerely,  
Marc Leathers  
Owner  
Leathers & Associates, Inc.



Leathers & Associates, Inc.  
PO Box 3364  
Jupiter, FL 33469-9998

## **Sole-Source Explanation for Manufactured Components Used in Custom Playground Designs**

**Use Case:** Cities procuring a manufactured piece(s) of equipment (e.g., a slide) that is required for a custom playground design.

### **Overview**

Leathers & Associates designs and builds **true custom playgrounds** that integrate a combination of custom-fabricated structures and selectively chosen manufactured components. In these cases, manufactured items (such as slides, climbers, or specialty features) are chosen **not interchangeably**, but because their **exact dimensions, geometry, and performance characteristics** are required for the custom design to meet safety and accessibility standards.

Even though these components come from outside manufacturers, they are still considered **sole-source for this project** because **no other manufacturer's product can be substituted without compromising the approved design, safety compliance, or ADA accessibility.**

### **Why This Manufactured Component Is Sole Source**

#### **1. The Custom Design Is Engineered Around This Exact Component**

The playground structure and layout were created using the specific:

- Deck heights
- Attachment points
- Chute angles and exit geometry
- Structural load requirements
- Use zones

These specifications vary significantly between manufacturers.

Substituting the component would require **substantial redesign** of the custom structure and the surrounding play environment.

#### **2. Safety Compliance Depends on This Exact Equipment**

The design was reviewed using the safety requirements of:

- **ASTM F1487** (Playground Equipment Safety Standard)
- **CPSC Public Playground Safety Handbook**

These standards rely on precise measurements for:

- Fall heights
- Use zone clearances
- Entrapment/entanglement prevention
- Structural stability

Switching to another manufacturer's component may create:

- Incompatible deck-to-slide transitions
- Hazardous gaps or pinch points
- Noncompliant fall zones

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- Improper exit geometry

Thus, the selected component is **the only safe option** that fits the engineered design.

### **3. ADA Accessibility Requirements Are Built Around This Equipment**

ADA access features are coordinated with:

- Transfer platform height
- Handrail locations
- Reach ranges
- Clear floor spaces
- Slope and grade of accessible routes

A different manufacturer's similar product may have:

- Different sidewall heights
- Different transfer point requirements
- Different deck interface geometry
- Different approach angles

Substitution may result in **loss of ADA compliance**.

### **4. No Equivalent Product Can Be Substituted Without Redesign**

Although other manufacturers produce slides or similar components, **they are not dimensional or functional equivalents** for the custom layout. Any change would require:

- Redesign of structural elements
- Recalculation of use zones
- Adjustment to accessible routes
- Additional engineering reviews
- Possible permitting modifications

This falls under widely recognized procurement criteria for:

- "Sole source by technical necessity"
- "Design compatibility restrictions"
- "Component uniqueness essential to the overall system"

### **Conclusion**

While the component itself is not exclusive to Leathers & Associates, it is **sole source for this project** because it is the **only product compatible with the custom design** and necessary for maintaining **ASTM safety standards and ADA accessibility compliance**.

Competitive bidding is **not appropriate** because no alternative manufacturer can provide a fully compatible substitute without compromising the integrity, safety, and compliance of the entire playground design.



ARTIST'S CONCEPT BY  
Playgrounds by  
**LEATHERS**  
Dream. Build. Play!





Playgrounds by  
**LEATHERS**  
Dream. Build. Play!



# THE **HIDEOUT**<sup>2</sup>

MARLOW, OKLAHOMA  
ARTIST'S CONCEPT 2025

# PEEK'S PARK PLAYGROUND

## THE NEXT GENERATION



CEDARTOWN, GEORGIA  
ARTIST'S CONCEPT SKETCH BY



Playgrounds by  
**LEATHERS**  
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# HAND IN HAND PLAYGROUND 2.0

BLACKSBURG, VA



Playgrounds by  
**LEATHERS**  
Dream. Build. Play!

ARTIST'S CONCEPT  
Trees outside fence  
not shown for clarity

## Meeting Overview: Gathering Input for Rebuilding the Kids Park at Sim's Park

### Purpose

To outline public engagement strategies and communication plans for collecting community input on the design and features of the new Kids Park.

---

### Public Engagement Methods

#### 1. General Public Survey

- Distributed online and at community locations.
- Goal: Gather broad input on desired features, accessibility, and amenities.

#### 2. Survey for Parents of Special Needs Children

- Targeted outreach through schools, local organizations, and online.
- Goal: Ensure inclusive design and accessibility considerations.

#### 3. In-Class Assignment for Elementary School Children

- Activity: "Design Your Dream Park" drawing or short writing exercise.
- Goal: Capture ideas directly from kids who will use the park.

#### 4. Community Event at Existing Park

- **Event Name:** *Come Play with Us! Let's Build a New Kid's Park — For Real This Time!*
- **Event Overview:**
  - **Activities for Kids:** Drawing station where children create their "favorite park" ideas.
  - **Adult Engagement:** Survey stations for parents and community members.
  - **Entertainment:** Music, face painting, games.
  - **Treats:** Snow cones, cotton candy.
  - **Possible Business Sponsorship:** Explore local business involvement?

- **Timing:** Saturday morning or Sunday afternoon (exact date TBD).
- 

## **Communications & Marketing Needs**

- **Social Media Campaign**
  - Promote event details and survey collection times.
  - Share countdown posts and teaser content.
- **School Outreach**
  - Print flyers for backpack distribution.
  - Coordinate with school administrators for in-class assignments.
- **Ongoing Updates**
  - Regular posts on park progress and milestones.
- **Digital Engagement**
  - Build out an online town hall platform for virtual feedback.
  - Include surveys, design previews, and Q&A sessions.

over **50** YEARS OF CUSTOM  
DESIGNED + BUILT  
playgrounds



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**FAMILY OWNED & OPERATED**  
**SINCE 1971**

 **Playgrounds by LEATHERS**  
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# BOCA RATON, FL

- Spring 2017
- Contractor Built
- 17,000 SQFT
- All-Inclusive





BOCA RATON, FL



# BOCA RATON, FL







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JENSEN BEACH, FL

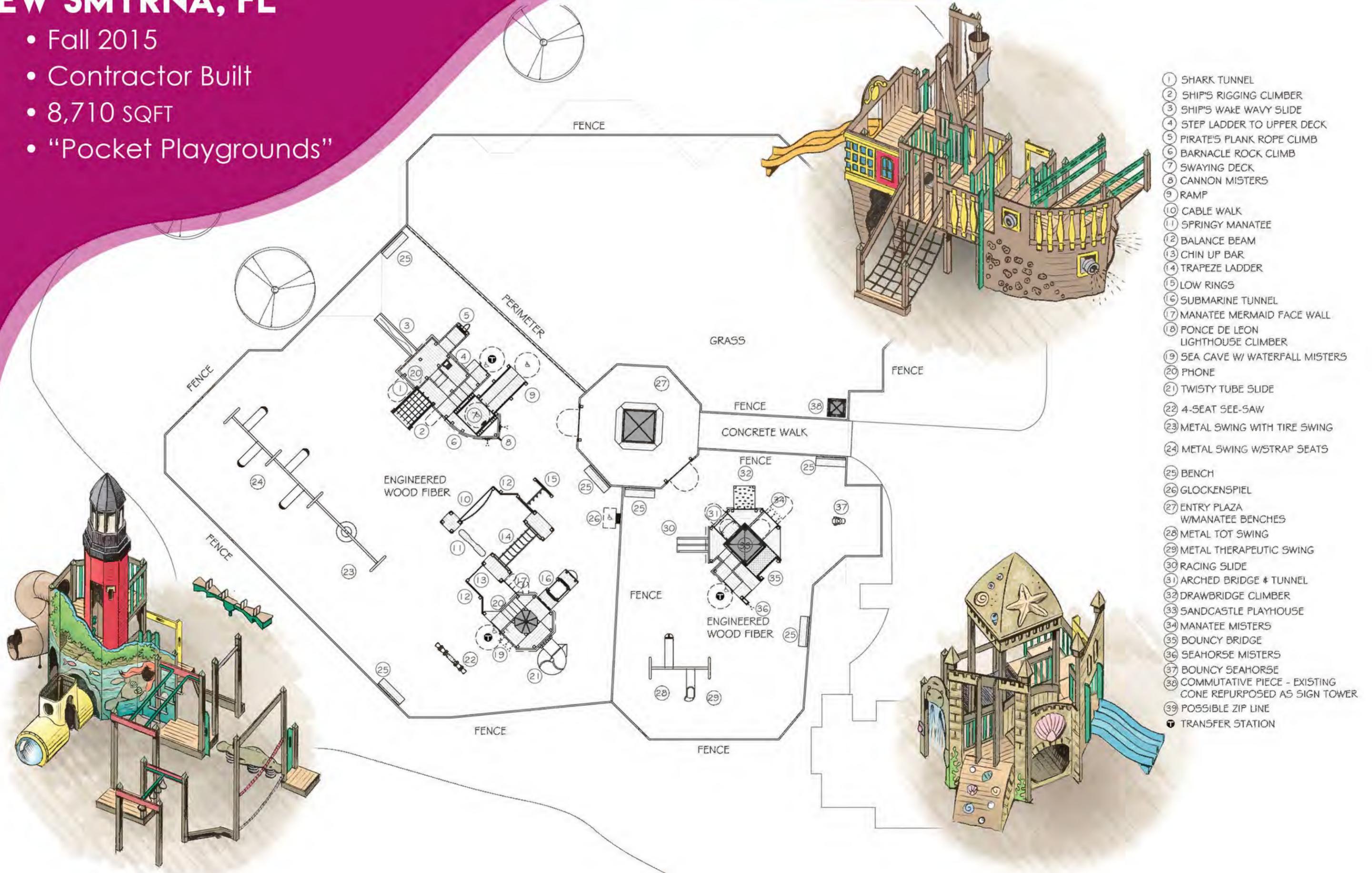


# JENSEN BEACH, FL



# NEW SMYRNA, FL

- Fall 2015
- Contractor Built
- 8,710 SQFT
- "Pocket Playgrounds"



- 1 SHARK TUNNEL
- 2 SHIP'S RIGGING CLIMBER
- 3 SHIP'S WAKE WAVY SLIDE
- 4 STEP LADDER TO UPPER DECK
- 5 PIRATE'S PLANK ROPE CLIMB
- 6 BARNACLE ROCK CLIMB
- 7 SWAYING DECK
- 8 CANNON MISTERS
- 9 RAMP
- 10 CABLE WALK
- 11 SPRINGY MANATEE
- 12 BALANCE BEAM
- 13 CHIN UP BAR
- 14 TRAPEZE LADDER
- 15 LOW RINGS
- 16 SUBMARINE TUNNEL
- 17 MANATEE MERMAID FACE WALL
- 18 PONCE DE LEON LIGHTHOUSE CLIMBER
- 19 SEA CAVE W/ WATERFALL MISTERS
- 20 PHONE
- 21 TWISTY TUBE SLIDE
- 22 4-SEAT SEE-SAW
- 23 METAL SWING WITH TIRE SWING
- 24 METAL SWING W/STRAP SEATS
- 25 BENCH
- 26 GLOCKENSPIEL
- 27 ENTRY PLAZA W/MANATEE BENCHES
- 28 METAL TOT SWING
- 29 METAL THERAPEUTIC SWING
- 30 RACING SLIDE
- 31 ARCHED BRIDGE & TUNNEL
- 32 DRAWBRIDGE CLIMBER
- 33 SANDCASTLE PLAYHOUSE
- 34 MANATEE MISTERS
- 35 BOUNCY BRIDGE
- 36 SEAHORSE MISTERS
- 37 BOUNCY SEAHORSE
- 38 COMMUTATIVE PIECE - EXISTING CONE REPURPOSED AS SIGN TOWER
- 39 POSSIBLE ZIP LINE
- T TRANSFER STATION



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NEW SMYRNA, FL



# NEW SMYRNA, FL

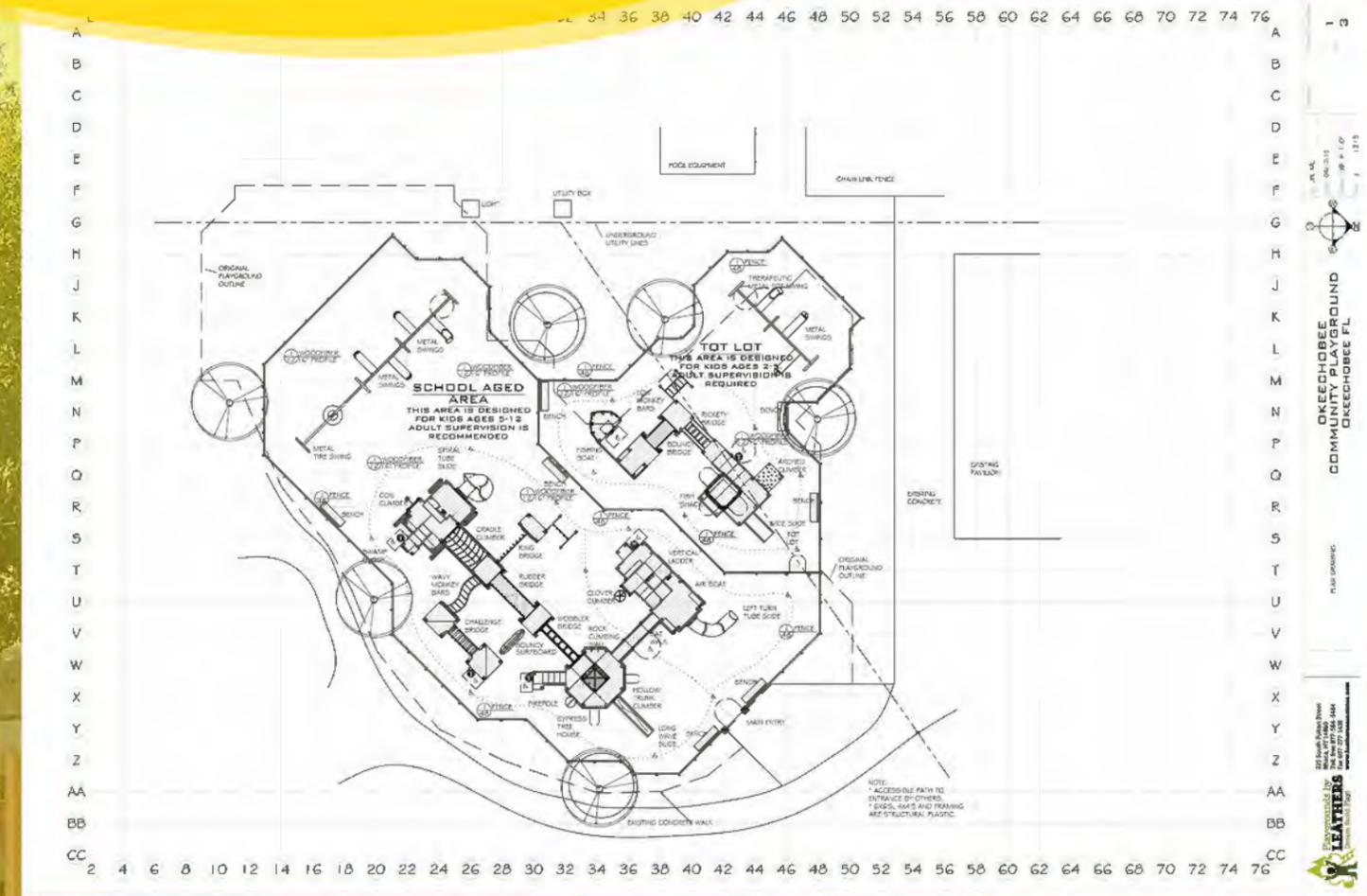


NEW SMYRNA, FL



# OKEECHOBEE, FL

- Fall 2015
- Contractor Built
- 9,160 SQFT





Playgrounds by  
**LEATHERS**  
Dream. Build. Play!

OKEECHOBEE, FL



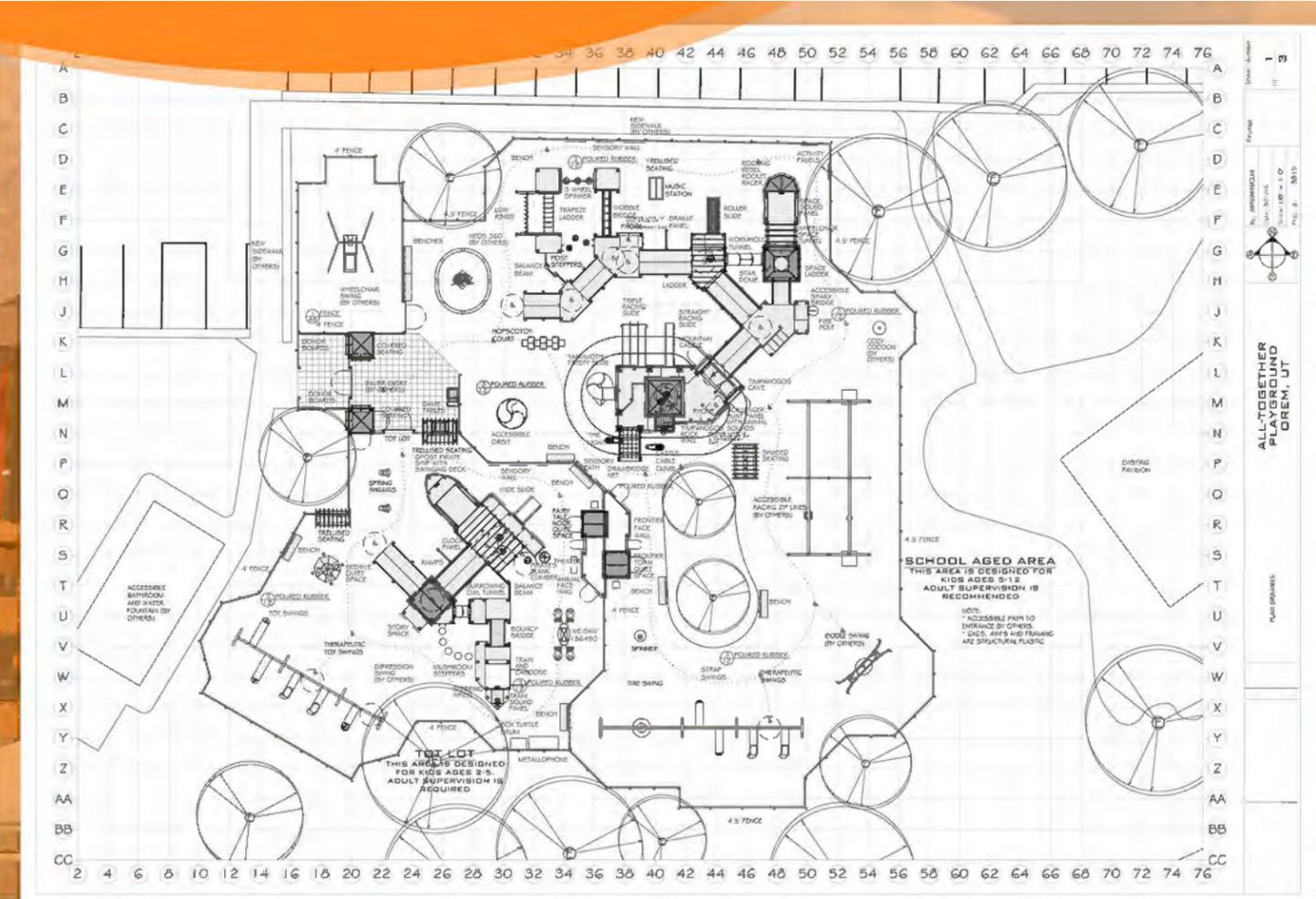
OK 2015FL

OKEECHOBEE, FL



# OREM, UT

- Fall 2016
- Volunteer Build
- 17,950 SQFT
- All-Inclusive





OREM, UT



OREM, UT



# SALINAS, CA

- Fall 2013
- Volunteer Build
- 17,920 sqft
- All-Inclusive





D'ARRIGO FAMILY  
BROCCOLI TREE HOUSE

Braille Panel

The number sign  placed before the letters a through j makes the numbers 1 through 0



SALINAS, CA

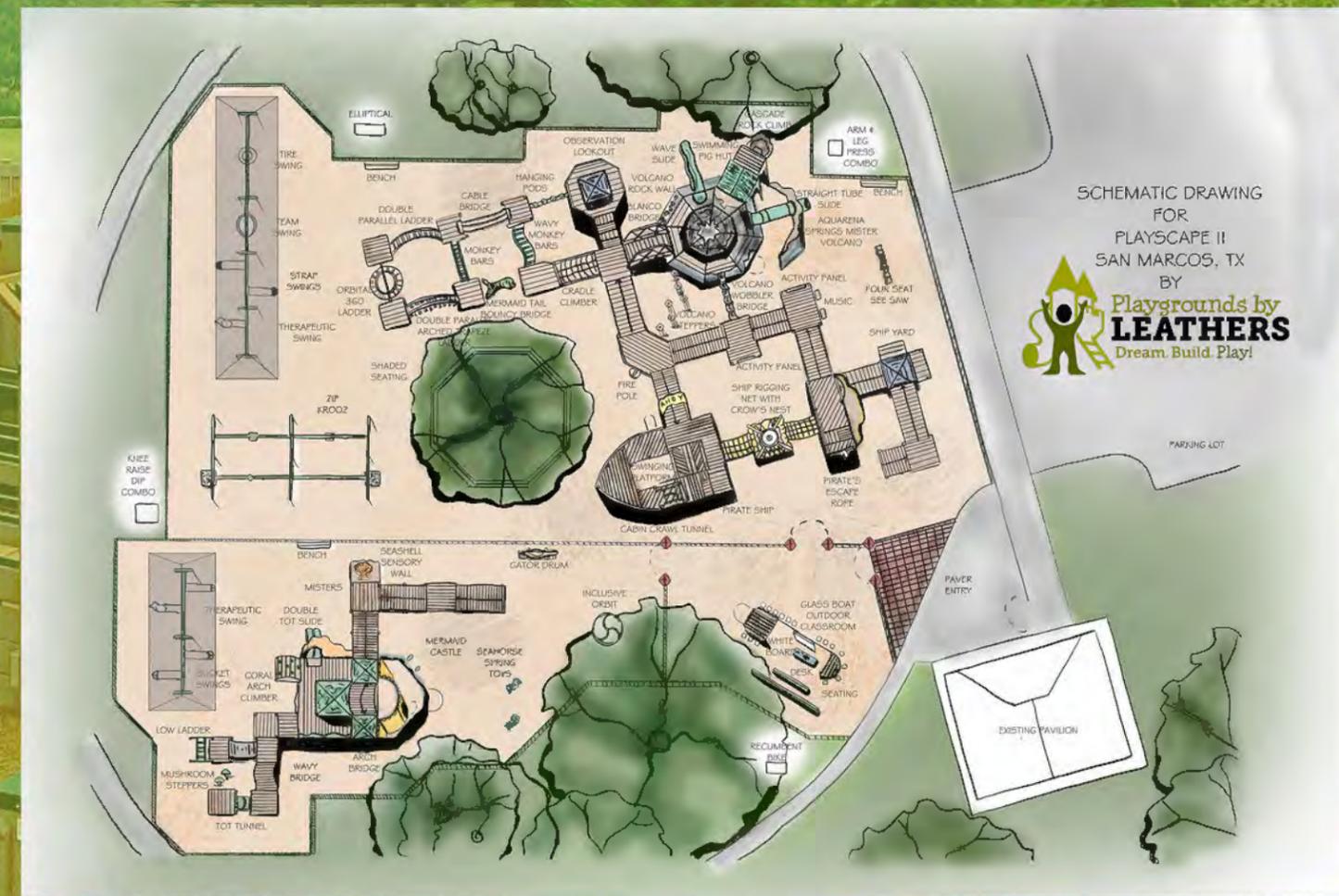
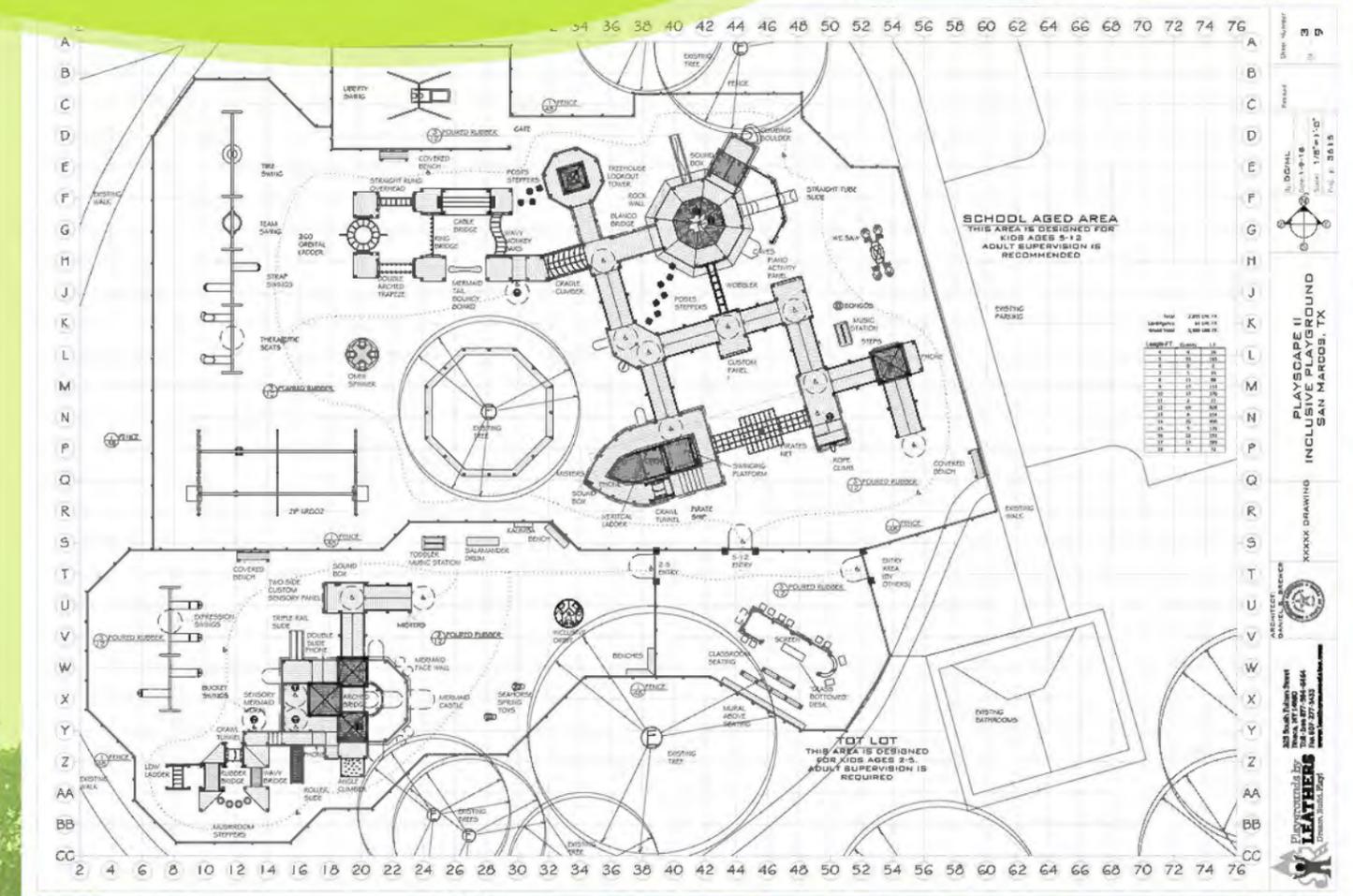
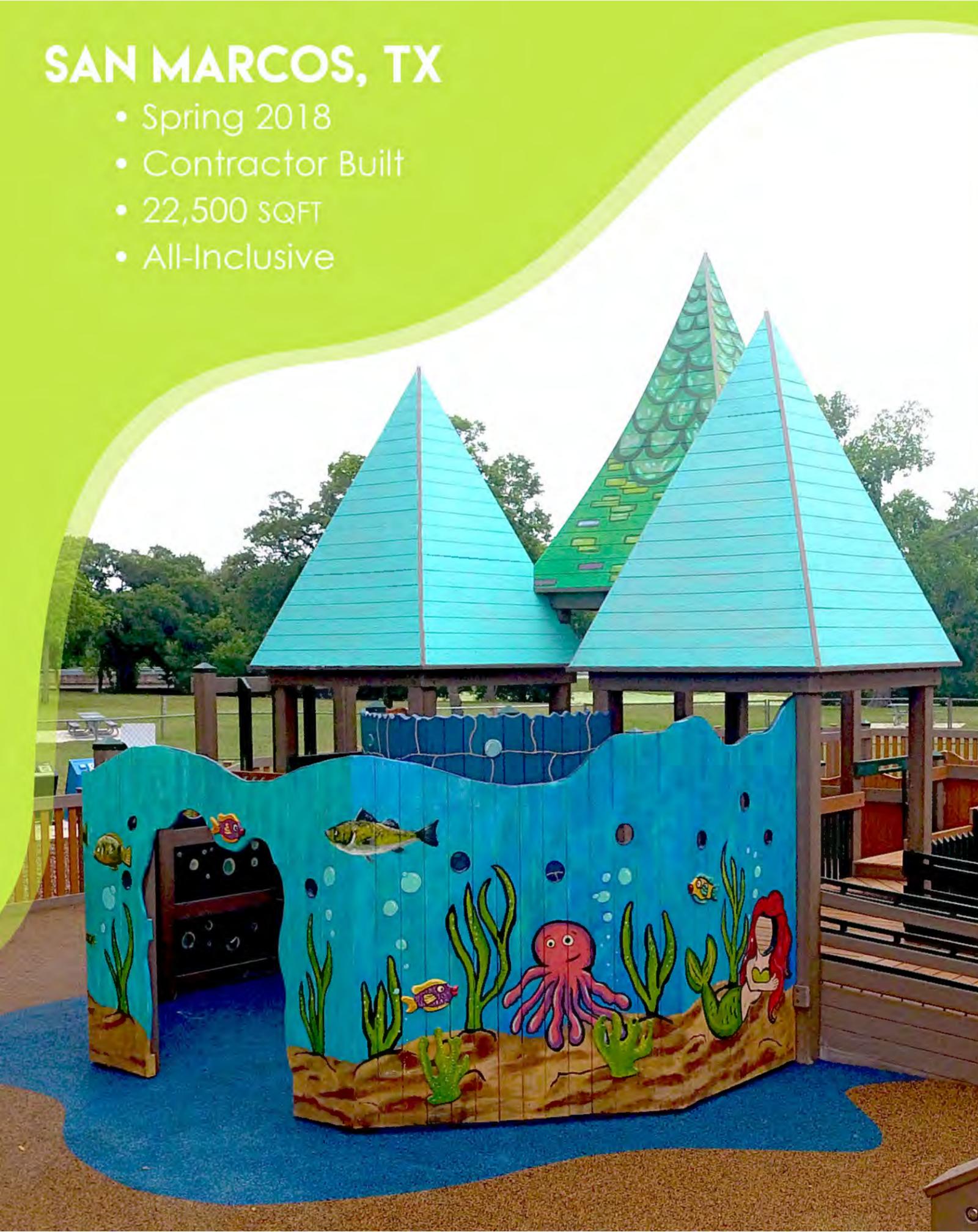


SALINAS, CA



# SAN MARCOS, TX

- Spring 2018
- Contractor Built
- 22,500 SQFT
- All-Inclusive



# SAN MARCOS, TX



SAN MARCOS, TX







Playgrounds by  
**LEATHERS**  
Dream. Build. Play!

# WILLMAR, MN



TOTS

503

AREA UNDER VIDEO SURVEILLANCE

ABC  
DEFGH  
IJKLMNO  
PQRSTUWV  
XYZ  
0123  
456789

DOUG & CATHY JOHNSON  
SAGEDAHL  
GABRIEL HAEFNER  
ALICE WELLE  
RUSSELL WELLE  
THE VANDERSPEKS  
OMADE MAYAN

WILLMAR, MN







Playgrounds by  
**LEATHERS**  
Dream. Build. Play!

YUMA, AZ



YUMA, AZ





## CITY COUNCIL AGENDA ITEM

**SUBJECT:** 2026 Scuba Diving Franchise Request

**STAFF CONTACT:** Grant Brown, Recreation & Cultural Affairs Director/Public Information Officer

**COUNCIL MEETING CYCLE:** March 16, 2026

---

### **RECOMMENDED COUNCIL ACTION:**

Grant non-exclusive franchise to the Down Under Dive Shop

### **BACKGROUND/SUMMARY:**

- The Down Under Dive Shop has been utilizing the Bodenhamer Recreation Center pool for many years.
- The Dive Shop uses the City's property in the course of business by performing individual scuba diving training sessions.
- Over the years, the Dive Shop's use of the City's pool has increased.
- The Bodenhamer Recreation Center pool is the only pool in the surrounding area that has a deep well suitable for teaching scuba diving training.
- The Recreation Department would like to continue working with the Dive Shop and partner with them on marketing scuba diving training at the Bodenhamer Recreation Center.
- The Down Under Dive Shop has a current business license with the city.
- Recommend granting non-exclusive franchise agreement with the Down Under Dive Shop.

### **RELATED ISSUES:**

None



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**PREVIOUS COUNCIL ACTIONS:**

The city does not have any other franchise agreements with businesses that conduct scuba diving lessons. However, personal trainers who utilize the City's amenities in the course of business have a franchise agreement with the city.

**FINANCIAL IMPACT:**

Franchisee will pay a one-time \$250 application fee, a quarterly fee of \$10.00 per student/per session, and a yearly business license fee of \$135.00. Annual business license fees are based on gross receipts; license fees start at \$135.00.

**KEY DATES:**

N/A

**ATTACHMENTS:**

Proposed Franchise Agreement

**FRANCHISE AGREEMENT FOR OPERATION OF  
PRIVATE DIVE LESSONS  
IN THE PUBLIC PLACES OF THE  
CITY OF GULF SHORES, ALABAMA**

---

This Franchise Agreement is made and entered into by and between the City of Gulf Shores, Alabama (hereinafter "City") and The Down Under Dive Shop (hereinafter "Franchisee"), as of the (Monday and Day), 2026.

**Recitals**

The City, as a municipal corporation of the State of Alabama, desires the provision of Certified Scuba Diving trainers at The Bodenhamer Center.

1. **Grant of Franchise.** There is hereby granted by the City to the Franchisee, a non-exclusive franchise to facilitate individual scuba diving training sessions within the City on the terms and conditions hereinafter set out.
2. **Definitions.** As used in this Franchise Agreement, terms shall have the meanings as ascribed to them in this section unless the context of their usage clearly indicates another meaning.

*City* when referring to an entity, shall mean the City of Gulf Shores, Alabama, and when referring to a geographic location, shall mean the corporate limits of the City of Gulf Shores, Alabama.

*Individual Scuba Diving Training shall notify the Recreation Manager and/or Aquatics Coordinator if more than (2) instructors/assistants will be needed for a training session.*

*Individual Scuba Diving Training shall be the right to conduct for profit a business providing Scuba Diving Training services at approved locations and times.*

*Approved Locations shall be designated areas at the David L. Bodenhamer Center as approved by the Recreation Manager and/or Aquatics Coordinator*

*Approved Times shall be times provided by and at the discretion of the Recreation Manager and/or Aquatics Coordinator*

*Effective Date* shall be the date of approved by the City Council.

3. **Franchise Required, Business License Required.** It shall be unlawful to operate on City property within the corporate limits of the City unless, and until, a franchise agreement and a business license have been obtained. A valid business license must always be maintained. Failure to do so will result in franchise termination.

4. **Individual Scuba Diving Training Operations**

a. General Conditions

- a. Franchisee will ensure that no condition constituting a nuisance or hazard to public health or safety will at any time exist with respect to any of its equipment. If at any time the City deems such conditions exist, it may act to cure such conditions without notice to franchisee.
- b. The Franchisee will be responsible for all damage to City property caused by the Franchisee, its employees, or its agents. Any such damage shall be promptly corrected at the expense of the Franchisee.
- c. Advertising signs are to be approved by the Recreation Manager and/or Aquatics Coordinator
- d. The franchisee is limited to classes of (6) students, without prior approval of the Recreation Manager and/or Aquatics Coordinator.
- e. All new students are required to complete the City Liability Waiver and to be delivered by the Instructor, for the sign-process at the Bodenhamer Center.
- f. A monthly report on all sessions and customer information sheet is to be submitted to the Recreation Manager and/or Aquatics Coordinator for tracking and marketing purposes.
- g. Marketing and promotion are the responsibility of the Franchisee. Materials must be submitted for approval to be on display in recreational facilities. These personal efforts will not be funded nor designed by the City.

b. Advance Notice and Scheduling

- a. All routine training activities are subject to prior approval of the Recreation Manager and/or Aquatics Coordinator. Notice will be given by text or call the day of, for sure of pre-approved areas of the pool, during pre-approved time slots throughout the week, that have been confirmed as to not conflict with other pool activities.
- b. Activities involving large groups, specialized equipment, or significant space usage may require additional notice at the discretion of the Recreation Manager and/or Aquatics Coordinator.
- c. All school-related programs are subject to the same approval process. However, for all school-related programs, a headcount advance notice of 30 days is required for all recurrent students in the program. The head count for school sessions must



## Private Dive Lessons - Franchise Agreement

- d. All scuba equipment must be properly maintained and free of rust, flaking paint, sharp edges, or defects that could cause damage to the facility.
- e. Equipment may not obstruct:
  - i. Emergency exits
  - ii. ADA access
  - iii. Lifeguard sightlines or safety zones
  - iv. Providers are financially responsible for any facility damage caused by improper equipment handling.
- g. Right to Modify or Deny Use
  - a. The City of Gulf Shores reserves the right to modify, deny, or reschedule scuba activities due to:
    - i. Staffing limitations
    - ii. Safety concerns
    - iii. Facility Maintenance needs
    - iv. Conflicts with existing programming

5. **Term of Agreement.** This agreement shall continue in force and effect for an initial one (10) month term. Expiring December 31, 2026. With a renewal option for two (2) additional one (1) year terms. Terms will begin January 1 of the upcoming year. Renewal must be mutually agreed to, in writing, 60 days prior to the current terms' expiration.

6. **Franchise Fee.** The grant and continuance of this Franchise is expressly conditioned on payment of the franchise fee to be paid by the franchisee for the operation described herein. Franchise fee shall be \$250 due with the Franchise Application.

- a. Due quarterly, a total and summary of training based upon \$10.00 per student/per session.

Gross receipts do not include sales tax charged to the customer. All payments must be submitted to the City of Gulf Shores, Revenue Division, on or before the specified due date.

7. **Reports and Records.** The books and records of the franchisee relative to this agreement shall be available for inspection or audit by the City during the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, legal holidays excepted. If such books and records are not regularly maintained by the Franchisee within the corporate limits of the City, Franchisee shall present such books and records for inspection or audit at City Hall within twenty-four (24) hours of any issued oral or written demand.

## Private Dive Lessons - Franchise Agreement

8. **Insurance.** The Franchisee shall furnish, pay for, and maintain during the life of the agreement with the City of Gulf Shores:

**Professional Liability Insurance** in the amount of at least \$1,000,000/\$5,000,000 naming the City of Gulf Shores as an additional insured. Franchisee must agree to hold harmless and indemnify the city, its employees, and its agents from any scuba-related claims.

All policies shall name the City of Gulf Shores as additional insured (with proper endorsements) and shall contain provisions requiring thirty (30) days' notice of cancellation to be given to the City by the insurer should the Franchisee allow said policy to lapse. The franchise shall provide copies of such policies to the City of Gulf Shores' Revenue Division, showing the required insurance is in full force an effect prior to operating or providing any concessions.

**Additional Benefits for City of Gulf Shores.** (4) Lifeguard Scuba Certifications Per Year (Dive Center/Instruction Portion) E-Learning purchased separately & (4) Bi-Monthly "Try Scuba" sessions, outside of summer season, Dual Promotion

**Transfer Prohibited.** This Franchise may not be transferred or assigned in whole or in part.

**Termination of Franchise.** The City shall have the right to cancel this agreement for any reason deemed appropriate to the health, safety or welfare of the public by the City Council in its discretion including without limitation, material insufficiency or irregularity of services, material financial irregularities, violation of governmental fees, taxes or imposts, or other material misfeasance or nonfeasance under this agreement.

In the event the City believes cause for termination exists, it will give written notice to the Franchisee of the basis of which it believes cause for termination exists and will give Franchisee not less than fourteen (14) days written notice of an opportunity to appear before a regular or special meeting of the City Council to present any evidence or explanation on the existence of cause for termination. Following such presentation, if the cause cited in such notice has not been cured in full, the City Council may elect to terminate this Franchise, may elect to continue this Franchise, either as written or under probationary conditions, or may elect such other action as may be in the best interest of the public. Franchisee shall be given written notice of the action of the City Council, and no termination shall become effective earlier than thirty (30) days following the giving of the notice.

Franchisee shall have the right to cancel this Franchise for any reason deemed appropriate to Franchisee with thirty (30) days prior written notice to the City.

**Compliance with All Applicable Legal Requirements.** Franchisee shall at all times be and remain in compliance with the municipal, state, and federal laws and regulations applicable to its business and operations, including, without limitation, all licensing and taxation laws and

Private Dive Lessons - Franchise Agreement  
regulations.

**Retained Authority of City.** Nothing in this Franchise is to be construed as a limitation on the City's authority to further regulate the business or other incidences of Franchisee's business or operations by municipal ordinance under the City's plenary authority to regulate and control the use of its streets, alleys, and public ways.

**Indemnification of City by Franchisee.** Franchisee shall indemnify the City and its officers, agents and employees from any liability or actions for damages of any character to any person or entity, including personal injuries resulting in death or property damage directly or indirectly related to the conduct of Franchisee's business. Franchisee shall pay any judgment, with costs obtained against the City, its officers, agents, or employees arising out of any such injury or damage.

In the event the City finds it necessary to employ legal counsel in connection with the enforcement of this Franchise Agreement or the defense of actions taken with regard to the termination or suspension of this Franchise Agreement or the defense of claims brought against the City by third parties, Franchisee shall reimburse City for all expenses incurred, including a reasonable attorney's fee.

**Notices.** Notices under the terms of this Franchise shall be deemed sufficiently given or served if in writing and delivered or tendered either in person or when deposited in the U.S. Mail in a sealed certified mail envelope with postage prepaid, addressed to the following parties or persons to be served.

**To the Franchisee:**

Down Under Dive Shop  
251-968-3483  
1129 Gulf Shores Parkway,  
Gulf Shores, AL 36542  
[info@downunderdiveshop.com](mailto:info@downunderdiveshop.com)

**To the City:**

Grant Brown, Recreation & Cultural Affairs Director  
P.O. Box 299  
Gulf Shores, Alabama 36547  
[gbrown@gulfshoresal.gov](mailto:gbrown@gulfshoresal.gov)

Private Dive Lessons - Franchise Agreement

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in its name by its proper officers on the date and year first above written.

THE CITY OF GULF SHORES

By: \_\_\_\_\_  
Robert Craft, Mayor

By: \_\_\_\_\_  
Jeremy Lee, Down Under Dive Shop, Franchisee

THIS AGREEMENT is entered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Gulf Shores, an Alabama Municipal Corporation, and Down Under Dive Shop, Franchisee.

Attest: \_\_\_\_\_  
Tobi Waters, City Clerk



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## CITY COUNCIL AGENDA ITEM

**SUBJECT:** Gulf Coast Arts Alliance Request for Funding

**STAFF CONTACT:** Grant Brown – Recreation & Cultural Affairs

**COUNCIL MEETING CYCLE:** March 16 – March 23, 2026

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### **RECOMMENDED COUNCIL ACTION:**

Approve agreement between the City and the Gulf Coast Arts Alliance (GCAA) and agree to fund the GCAA \$12,000 in exchange for service to the community.

### **BACKGROUND/SUMMARY:**

The Gulf Coast Arts Alliance (GCAA) and their working gallery, found within the Waterway Village, have provided local artists with a place to work, display and sell their art for more than 12 years. They have been amazing partners of the city, helping advance visual and performing art through events, programs and their partnership. Events such as *Art into Words*, Art Markets, and most notably the Ballyhoo Festival, along with art classes for residents and visitors have become signature cultural offerings. Their Gallery has been a cornerstone within the Waterway Village, adding to the lure of people strolling the village and staying connected with true local artists.

Unfortunately, the GCAA has landed on challenging times and needs financial support to keep their gallery open. We feel that City support of local artists is proper and vital to maintain the core values we as a community have.

In addition to their long-standing partnership, supporting the GCAA provides the city with several clear public benefits. The gallery serves as a cultural anchor in Waterway Village, driving pedestrian activity and supporting nearby businesses. Their programs and events generate economic activity, enhance the City's cultural identity, and provide accessible arts education for residents and visitors of all ages. GCAA also mobilizes volunteers and local artists in ways that significantly multiply the value of every public dollar invested.



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Providing temporary support helps preserve programs the City would otherwise need to replace or expand upon internally, including art classes, rotating exhibits, and cultural events that align with the City’s Vision for public art and placemaking. This modest investment prevents higher long-term costs, supports momentum in public art initiatives, and ensures continuity of services that directly benefit the community.

**RELATED ISSUES:**

The proposed exchange for services agreement for \$12,000 will help keep the GCAA and their gallery intact and provide the city:

1. Technical support to the city
2. Provide and supervise revolving visual and performing art exhibits.
3. Organize and produce Art Markets.

**PREVIOUS COUNCIL ACTIONS:**

The GCAA applied for and received a non-profit grant from the city in 2025 for \$2,000.

**FINANCIAL IMPACT:**

\$12,000 to be paid out of the Recreation & Cultural Affairs, Public Relations/Advertising line, 01-550-65460.

**ATTACHMENTS:**

Agreement between the City of Gulf Shores and the Gulf Coast Arts Alliance

**AGREEMENT**

**GULF COAST ARTS ALLIANCE, INC.**

**AND**

**THE CITY OF GULF SHORES**

**2026 SEASON**

This AGREEMENT ("Agreement") is dated and effective as of the \_\_\_\_\_ (\_\_\_\_) day of \_\_\_\_\_, 2026 ("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. Unless otherwise terminated in accordance with the terms herein, this Agreement will terminate on December 31, 2026. GCAA and CITY may be referred to individually as a "party" and collectively as the "parties."

**INTRODUCTION AND PURPOSE**

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

This Agreement identifies specific locations for supporting these activities, outlines the responsibilities and conditions under which GCAA volunteers will provide services to the City, and delineates the City's responsibilities with respect to activities located at City-operated properties.

**SCOPE OF THE AGREEMENT**

**Properties Covered**

This Agreement applies to activities located on private, State, or City properties.

**Ownership of Improvements**

All improvements constructed on City-owned land shall remain the property of the City. All materials, records, data, and information acquired or developed under this Agreement shall remain the property of the originating party unless otherwise mutually agreed in writing.

## **GCAA Volunteers**

Volunteers assigned under this Agreement are GCAA volunteers and are covered by GCAA policies and procedures. Volunteers are not employees of the City. Volunteers must submit background checks as required by the City and will receive directions enabling them to represent the relationship between GCAA and the City. The City reserves the right to approve or disapprove of any volunteer offered by GCAA.

## **Event and Festival Vendor Business License Requirement**

All vendors at GCAA events or festivals are required to obtain a Special Event License pursuant to the City of Gulf Shores Code of Ordinances §8-35, Schedule G, or they may elect to apply for an annual Business License. Additional inspections, permits, or licenses may be required for Food Vendors. Vendors must report and remit all applicable sales taxes to the City, County, and State. All vendors must submit their City of Gulf Shores taxes to the Revenue Department on the last day of the event. GCAA is responsible for ensuring vendors comply with these requirements; otherwise, vendors will not be able to participate in current or future events unless all past-due liabilities owed to the City for taxes, fees, interest, and penalties are paid in full.

## **Process for Amendments**

Either party may request an amendment to this Agreement at any time. Amendments must be in writing and signed by both parties.

## **GCAA RESPONSIBILITIES**

During the term of this Agreement, GCAA shall:

1. Provide technical support to the City in advancing public visual and performing arts consistent with both organizations' mission statements and the City's Vision.
  - Identify a designated GCAA representative and submit their name to the City Programs & Events Manager.
2. Provide and supervise revolving visual and performing art exhibits at City Hall.
  - Submit a display schedule for approval seasonally.
  - Coordinate exhibit locations and durations with the City Programs & Events Manager.
  - Provide official inventory statements for all received and returned exhibits.
3. Organize and produce two (2) Art Markets.
  - Coordinate schedules with the City.
  - Identify locations.

- Coordinate and produce events.
- 4. Provide vendor lists and remit taxes.
  - Submit vendor lists to the City Revenue Department ten (10) days before each event. A final list must be submitted no later than three (3) days before the event. Any changes to the list must be submitted to the Revenue Department.
  - All food vendors, including food trucks, must comply with the Health Department and Fire inspections. Participation in the event is contingent upon Fire inspections. All inspections must be completed 72 hours before the event. Planning, Revenue, and Fire departments can make an exception to the timeline upon reasonable discretion.
  - GCAA must remit all sales taxes due from its vendors to the City on the first business day following the event.
- 5. GCAA must have a valid City of Gulf Shores business license.

**ADDITIONAL IN-KIND BENEFITS PROVIDED BY GCAA**

1. Community Art Workshops  
GCAA will provide a minimum of four (4) free community art workshops annually at locations to be mutually agreed upon, focusing on youth, seniors, and underserved populations. GCAA will provide instruction, materials, and volunteer support; the City will help market workshops.
2. Public Art Maintenance Support  
GCAA will assist City staff by providing volunteer labor for light maintenance of existing public art installations, including cleaning, minor touch-ups, and seasonal refreshes, subject to City approval and supervision.
3. Artist Demonstrations at City Events  
GCAA will coordinate live artist demonstrations at a minimum of three (3) City events annually to enhance cultural engagement.
4. Beautification and Placemaking Contributions  
GCAA will organize and collaborate with local businesses on temporary or seasonal art installations such as painted planters, seasonal window displays, temporary sculptures, and community-created murals.
5. Volunteer Support for City Cultural Programs  
GCAA will provide volunteer staffing for City cultural programs when mutually agreed upon, including event check-in, hospitality, information booths, and art activity stations.
6. Marketing and Cross-Promotion  
GCAA will promote City cultural events, programs, and initiatives through its communication channels, including newsletters, social media, and gallery postings.
7. Artist Network Access  
GCAA will provide the City with access to its artist network for City-led public art projects, calls for artists, or cultural initiatives.

## **CITY RESPONSIBILITIES**

During the term of this Agreement, the City shall:

1. Provide twelve thousand dollars (\$12,000.00) for GCAA services.
2. Provide facilities and venues for all agreed exhibits and activities at no charge.
3. Provide digital and social media outlets, advertising, and marketing assistance for activities covered by this Agreement.
4. Recognize GCAA's contributions to the advancement of Gulf Coast arts in appropriate media, coordinated through City management.
5. Authorize GCAA to have informational displays at each City event associated with this Agreement, as approved and coordinated with the City.

## **OTHER TERMS**

Hold Harmless

Each party shall be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party. Each party assumes all risk and liability for injury or damage resulting from its own operations or those of its agents or employees.

### **Term and Termination**

Either party may terminate this Agreement with or without cause upon thirty (30) days' written notice. If terminated before December 31, 2026, GCAA will refund a prorated portion of the \$12,000 payment based on the number of months and days remaining in the term.

### **Governing Law**

The laws of the State of Alabama shall govern this Agreement.

## **CONTACTS**

GCAA Contact  
Maria Bastin, Chairman  
PO Box 4153  
Gulf Shores, AL 36547  
Office: 251.948.2627  
Cell: 251.269.4445  
gulfcoastartsalliance@gmail.com

City Contact  
Grant Brown, Director  
PO Box 299  
Gulf Shores, AL 36542  
Office: 251.968.1848  
Cell: 251.747.2296  
gbrown@gulfshoresal.gov

**SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

City of Gulf Shores

PO Box 299  
1905 West 1st Street  
Gulf Shores, AL 36542

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

Attest: \_\_\_\_\_  
City Clerk

Gulf Coast Arts Alliance  
225 East 24th Avenue  
Gulf Shores, AL 36547

By: \_\_\_\_\_  
Title: Phil Anderton, Gallery Chairman

By: \_\_\_\_\_  
Title: Maria Bastin, Chairman



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## **CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Large Group Activity Permit – L.O.L. Festival

**STAFF CONTACT:** Laura Waldrop - Assistant Director of Recreation & Cultural Affairs

**COUNCIL MEETING CYCLE:** March 16 COW/March 23 Council

---

### **RECOMMENDED COUNCIL ACTION:**

Approve the application as presented.

### **BACKGROUND/SUMMARY:**

This application requests approval for the Love Our Locals Festival (L.O.L.). The event was established last year and previously held at Lake Shelby. This year it is proposed to take place at Waterway Village. The purpose of the L.O.L. Festival is to celebrate local musicians, businesses, and nonprofit organizations within our community. This 3-day, ticketed event will feature live music, food vendors, and artist tents.

### **RELATED ISSUES:**

None

### **PREVIOUS COUNCIL ACTIONS:**

The City Council approved of this event in 2025 and it was successfully executed.

### **FINANCIAL IMPACT:**

The event was designed to celebrate, support, and bring locals together from across the Alabama Coastal Area.

### **KEY DATES:**

Begin set up April 9<sup>th</sup>. Festival runs April 10-12, 2026. Dismantle will begin at the conclusion of the festival at 6pm on April 12<sup>th</sup>

### **ATTACHMENTS:**

Large Group Activity Permit Application



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## APPLICATION FOR PUBLIC ASSEMBLY

### EVENT ORGANIZER INFORMATION

*\*The event organizer will be the main contact for all correspondence with the City.*

Name: Elizabeth S Hood

Address: 389 Clubhouse Dr, Unit DD3, Gulf Shores, AL 36542

Mobile Number: 682-521-2700

Email Address: elizabeth@fiestas4you.com

### EVENT OWNER INFORMATION (If different than the Event Organizer)

*\*The event owner will serve as the responsible party/rights holder.*

Name: Fiestas 4 You LLC

Address: PO BOX 1952, Gulf Shores, AL 36542

Mobile Number: 682-521-2700

Email Address: elizabeth@fiestas4you.com

Event Website: https://www.fiestas4you.com

### EVENT INFORMATION

Event Name: Love Our Locals Festival (L.O.L.)

Event Date(s): April 10th - 12th

*\*If the Event Organizer has multiple events throughout the year, a separate Event Details Sheet for each event must be completed. Please contact 251-968-9826 for more information.*

Event Hours: Friday 4/10: 12pm-10pm; Saturday 4/11: 10am-10pm; Sunday 4/12: 11am-6pm

Date(s) for setup: Thursday, April 9th

Date(s) for Dismantle: Sunday, April 12th

Event Location/Address: Waterway Village (parking lot under bridge)

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

# APPLICATION FOR PUBLIC ASSEMBLY

## EVENT DESCRIPTION

*\*Please provide a specific and detailed description of your event.*

The purpose of the L.O.L. Festival is to celebrate our local musicians, local businesses, and local non-profit organizations. This 3-day event will have music, food vendors, and artists tents. The festival is a ticketed event.

The festival will have volunteers to help run the event. The Lower Alabama Young Professionals group will manage the bike valet area and will be accepting donations/tips for the Sea Glass Initiative Inc. (non-profit group).

Anticipated Number of Attendees per Day: 150

Is this an annual event?  Yes  No How many years have you been holding this event? 1

## TYPE OF EVENT

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Athletic/Recreation | <input type="checkbox"/> Concert/Performance      | <input type="checkbox"/> Social              |
| <input type="checkbox"/> Outdoor Market      | <input type="checkbox"/> Fitness                  | <input type="checkbox"/> Demonstration/Rally |
| <input type="checkbox"/> Parade              | <input checked="" type="checkbox"/> Festival/Fair | <input type="checkbox"/> Other               |

## EVENT FEATURES

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

# APPLICATION FOR PUBLIC ASSEMBLY

## INSURANCE CERTIFICATE AND ENDORSEMENTS

In addition to completing the application form and paying permit and rental fees (when applicable), the applicant is required to submit an original certificate of insurance showing Commercial General Liability coverage with a minimum of \$1,000,000 combined single limit per occurrence. If automobiles or inflatables will be utilized, the applicant shall obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles or inflatables. If any alcohol will be served, liquor liability coverage must be obtained and is subject to Alabama's statutory limits. If the applicant has employees, workers' compensation insurance must be obtained and is subject to Alabama's statutory limits. The applicant also agrees to endorse the City of Gulf Shores (City of Gulf Shores, Alabama, Attn: Purchasing Officer, P.O. Box 299, Gulf Shores, AL 36547) as an additional insured on the general liability, auto, and liquor liability policy and to include a copy of each endorsement with the certificate of insurance. Each certificate of insurance shall provide that the insurer must give the City of Gulf Shores at least thirty (30) days' prior written notice of cancellation and termination of the applicant's coverage there under.

## ACKNOWLEDGEMENT AND SIGNATURE

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

Elizabeth S Hood

Print Name of Applicant



Signature

02/23/2026

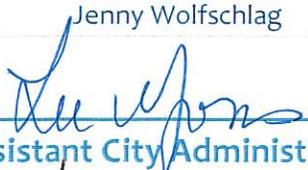
Date

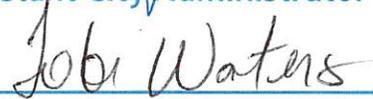
## APPLICATION FOR PUBLIC ASSEMBLY

### L.O.L. Festival (April 10-12)

#### DEPARTMENT APPROVALS/DENIALS

City Staff	Signature	Date
Capital Projects Director Clint Colvin		3/2/26
Purchasing Officer Shelby DeBlieux	Approved – Contingent upon receipt of corrected COI	3/9/26
Rental Specialist Brian Dugall		3/2/26
Chief Building Official Brandan Franklin		3/2/26
Public Works Director Noel Hand	Maddie approved on behalf of Noel	3/4/26
Recreation & Cultural Affairs Director Grant Brown		3/4/26
Revenue Supervisor Theresa Daugherty		3/2/26
Chief of Police Dan Netemeyer	Alicia approved on behalf of Chief	3/9/26
Fire Chief Mark Sealy		3/2/26
Planning & Comm Dev. Director Scott Stephens		3/2/26
Fire Marshal George Surry		3/2/26
City Engineer Jenny Wolfschlag		3/2/26

  
 \_\_\_\_\_  
 Assistant City Administrator 3/9/26  
Date

  
 \_\_\_\_\_  
 City Clerk 3/9/26  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/25/2026

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 have ADDITIONAL INSURED provisions or 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> PointeNorth (Atlanta) PO Box 2976 Gainesville GA 30503	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 770-535-6100      FAX (A/C, No): 770-297-4883 E-MAIL ADDRESS: certificates@nortoninsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Philadelphia Insurance Companies INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	<b>NAIC #</b> 6777
<b>INSURED</b> Fiestas 4 You LLC 378 Wickman Ave. Gulf Shores AL 36542	FIES4YO-01	

**COVERAGES**      **CERTIFICATE NUMBER: 870425677**      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EV189145	4/9/2026	4/12/2028	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 0
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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)

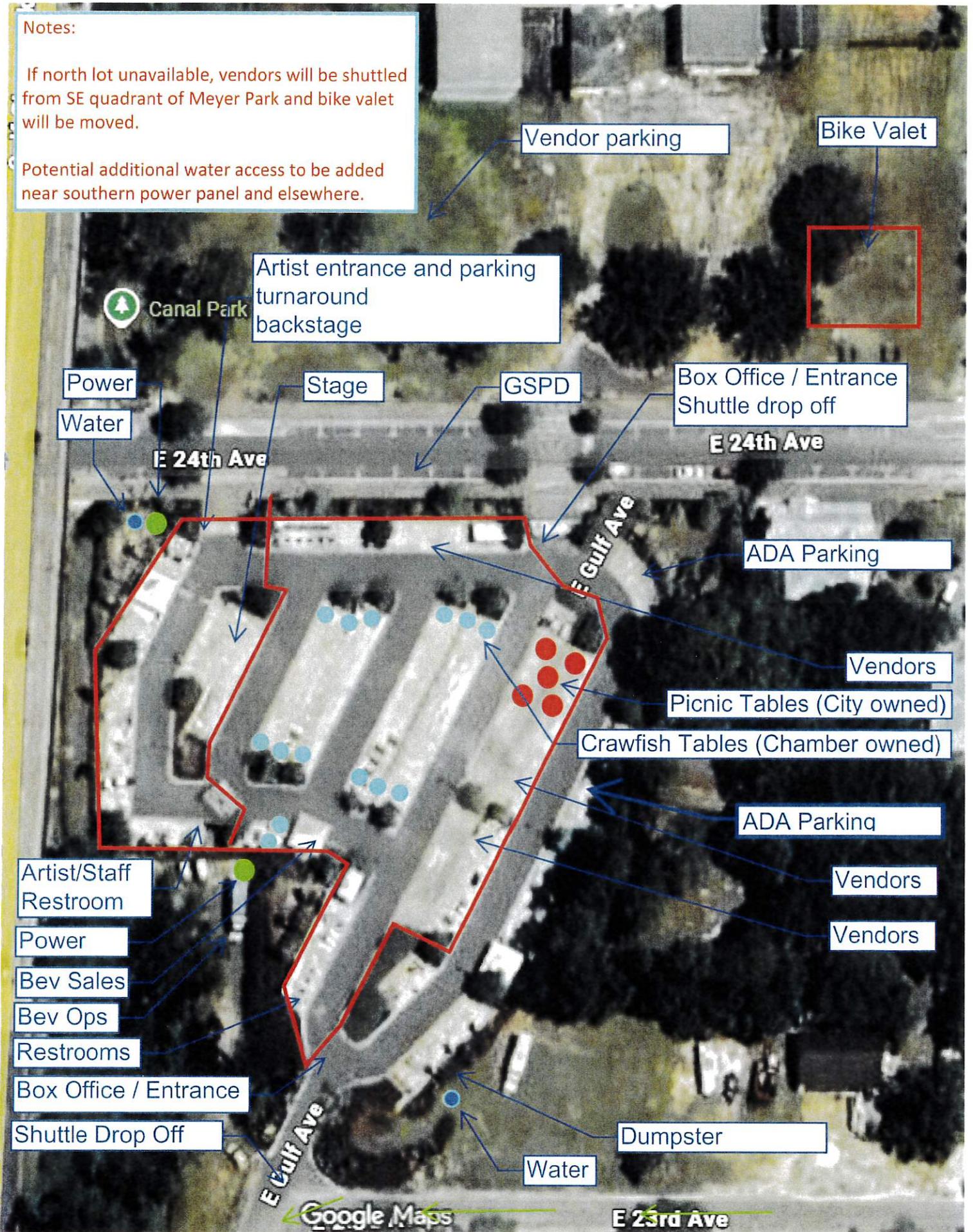
**CERTIFICATE HOLDER**      **CANCELLATION**

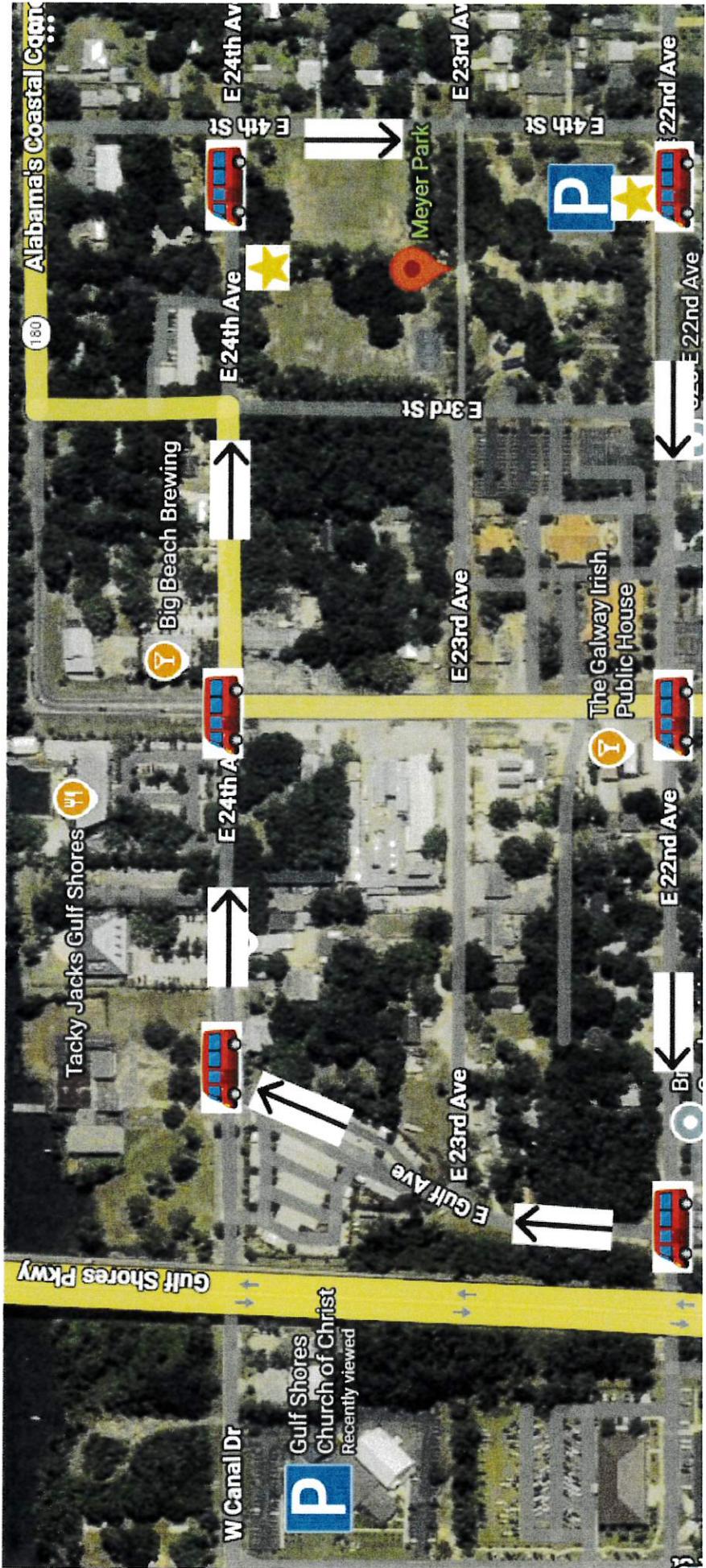
City of Gulf Shores, Alabama Attn: Purchasing Officer PO Box 299 Gulf Shores AL 36547	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Michael Mellars</i>
--	---

Notes:

If north lot unavailable, vendors will be shuttled from SE quadrant of Meyer Park and bike valet will be moved.

Potential additional water access to be added near southern power panel and elsewhere.







SMALL TOWN, BIG BEACH™

## **CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Large Group Activity Permit – AVCA Small College Beach Volleyball Championship

**STAFF CONTACT:** Laura Waldrop - Assistant Director of Recreation & Cultural Affairs

**COUNCIL MEETING CYCLE:** March 16 COW/March 23 Council

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**RECOMMENDED COUNCIL ACTION:**

Approve the application as presented.

**BACKGROUND/SUMMARY:**

This application is submitted to request approval for the American Volleyball Coaches Association (AVCA) Small College Beach Volleyball Championship. This will be the second year Gulf Shores hosted the event, following a successful execution in 2025. A total of 37 collegiate teams from NCAA Division II, NCAA Division III, and the NAIA will compete for championships. Competition begins on April 16 and concludes with championship matches on April 19. The event is free and open to the public and is not expected to require any road closures or create significant impacts to traffic flow.

**RELATED ISSUES:**

None

**PREVIOUS COUNCIL ACTIONS:**

The City Council approved of this event in 2025 and it was successfully executed.

**FINANCIAL IMPACT:**

The event in 2025 produced 921 contract room nights with an estimated economic impact of \$609,784.00

**KEY DATES:**

Begin set up April 6, Championship runs April 16-19, 2026. Upon completion of championship, we will transition set up into NCAA Beach Volleyball Championship.

**ATTACHMENTS:**

Large Group Activity Permit Application



SMALL TOWN, BIG BEACH™

# APPLICATION FOR PUBLIC ASSEMBLY

## EVENT ORGANIZER INFORMATION

*\*The event organizer will be the main contact for all correspondence with the City.*

Name: Sarah Cooper  
Address: PO Drawer 457, Gulf Shores, AL, 36547  
Mobile Number: 251-213-1702  
Email Address: SCooper@alabamasbeaches.com

## EVENT OWNER INFORMATION (If different than the Event Organizer)

*\*The event owner will serve as the responsible party/rights holder.*

Name: Alabama's Beaches Sports & Events  
Address: PO Drawer 457, Gulf Shores, AL, 36547  
Mobile Number: 251-213-1702  
Email Address: SCooper@alabamasbeaches.com  
Event Website: https://www.avca.org/event/avca-small-college-beach-volleyball-championships/

## EVENT INFORMATION

Event Name: AVCA Small College Beach Volleyball Championships  
Event Date(s): April 16-19, 2026

*\*If the Event Organizer has multiple events throughout the year, a separate Event Details Sheet for each event must be completed. Please contact 251-968-9826 for more information.*

Event Hours: 6am-7pm  
Date(s) for setup: April 6 - 15, 2026  
Date(s) for Dismantle: Transition Straight into NCAA Set-Up  
Event Location/Address: Gulf Shores Public Beach, The Hangout

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

# APPLICATION FOR PUBLIC ASSEMBLY

## EVENT DESCRIPTION

*\*Please provide a specific and detailed description of your event.*

Beach Volleyball programs from around the country within DII, DIII, and NAIA will be competing for their divisions AVCA Small College Beach Volleyball Championship.

1500

Anticipated Number of Attendees per Day: \_\_\_\_\_

1

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

## TYPE OF EVENT

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Athletic/Recreation | <input type="checkbox"/> Concert/Performance | <input type="checkbox"/> Social              |
| <input type="checkbox"/> Outdoor Market                 | <input type="checkbox"/> Fitness             | <input type="checkbox"/> Demonstration/Rally |
| <input type="checkbox"/> Parade                         | <input type="checkbox"/> Festival/Fair       | <input type="checkbox"/> Other               |

## EVENT FEATURES

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

# APPLICATION FOR PUBLIC ASSEMBLY

## INSURANCE CERTIFICATE AND ENDORSEMENTS

In addition to completing the application form and paying permit and rental fees (when applicable), the applicant is required to submit an original certificate of insurance showing Commercial General Liability coverage with a minimum of \$1,000,000 combined single limit per occurrence. If automobiles or inflatables will be utilized, the applicant shall obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles or inflatables. If any alcohol will be served, liquor liability coverage must be obtained and is subject to Alabama's statutory limits. If the applicant has employees, workers' compensation insurance must be obtained and is subject to Alabama's statutory limits. The applicant also agrees to endorse the City of Gulf Shores (City of Gulf Shores, Alabama, Attn: Purchasing Officer, P.O. Box 299, Gulf Shores, AL 36547) as an additional insured on the general liability, auto, and liquor liability policy and to include a copy of each endorsement with the certificate of insurance. Each certificate of insurance shall provide that the insurer must give the City of Gulf Shores at least thirty (30) days' prior written notice of cancellation and termination of the applicant's coverage there under.

## ACKNOWLEDGEMENT AND SIGNATURE

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

Sarah Cooper  
Print Name of Applicant

Sarah Cooper  
Signature

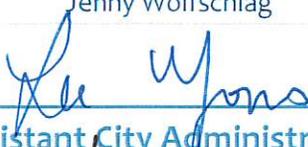
2/16/2026  
Date

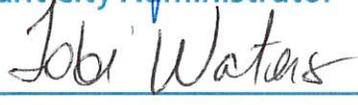
## APPLICATION FOR PUBLIC ASSEMBLY

### AVCA Beach Volleyball (April 16-19, 2026)

#### DEPARTMENT APPROVALS/DENIALS

City Staff	Signature	Date
Capital Projects Director Clint Colvin		2/23/26
Purchasing Officer Shelby DeBlieux	*Approved contingent upon updated COI April 6-15*	3/2/26
Rental Specialist Brian Dugall		2/23/26
Chief Building Official Brandan Franklin		2/23/26
Public Works Director Noel Hand		2/24/26
Recreation & Cultural Affairs Director Grant Brown		2/24/26
Revenue Supervisor Theresa Daugherty		3/2/26
Chief of Police Dan Netemeyer		2/24/26
Fire Chief Mark Sealy		2/23/26
Planning & Comm Dev. Director Scott Stephens		2/23/26
Fire Marshal George Surry		2/23/26
City Engineer Jenny Wolfschlag		2/23/26

  
 \_\_\_\_\_  
 Assistant City Administrator 3/8/26  
Date

  
 \_\_\_\_\_  
 City Clerk 3/9/24  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/27/2026

**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 have ADDITIONAL INSURED provisions or 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> K&K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, IN 46801-2338	<b>CONTACT NAME:</b> Mass Merchandising Underwriting		
	<b>PHONE (A/C, No, Ext):</b> 1-800-426-2889	<b>FAX (A/C, No):</b> 1-260-459-5105	
	<b>E-MAIL ADDRESS:</b> Info@sportsinsurance-kk.com		
	<b>PRODUCER CUSTOMER ID:</b>		
<b>INSURED</b> American Volleyball Coaches Association 2365 Harrodsburg Rd., Suite A325 Lexington, KY 40504 A Member of the Sports, Leisure & Entertainment RPG	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> AIG Specialty Insurance Company		26883
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** W04045723 **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:	X		9YAPG0001334486202	04/16/2026 12:01 AM EDT	04/20/2026 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS -- COMP/OP AGG	\$1,000,000
							PROFESSIONAL LIABILITY	
							LEGAL LIAB TO PARTICIPANTS	\$1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE -- EA EMPLOYEE	
							E.L. DISEASE -- POLICY LIMIT	
A	<b>MEDICAL PAYMENTS FOR PARTICIPANTS</b>			9YAPG0001334486202	04/16/2026 12:01 AM EDT	04/20/2026 12:01 AM	PRIMARY MEDICAL	
							EXCESS MEDICAL	\$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

Event Name: AVCA Small College Beach Championships, Event Type: Event Date: 04/16/2026 to 04/19/2026

Event Location: Gulf Shores Public Beach, 101 Gulf Shores Parkway, Gulf Shores, Alabama 36542

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

**CERTIFICATE HOLDER**

Gulf Shores Orange Beach Tourism  
 23685 Perdido Beach Blvd.  
 Orange Beach, AL 36561  
 (Owner/Lessor of Premises)

**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

*Scott Rumbal*

Coverage is only extended to U.S. events and activities.

\*\* NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
City of Gulf Shores 1905 W. 1st St. Gulf Shores, AL 36547
Named Insured: American Volleyball Coaches Association
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.





**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Large Group Activity Permit – Heart of the Game Beach Series

**STAFF CONTACT:** Laura Waldrop - Assistant Director of Recreation & Cultural Affairs

**COUNCIL MEETING CYCLE:** March 16 COW/March 23 Council

**RECOMMENDED COUNCIL ACTION:**

Approve the application as presented.

**BACKGROUND/SUMMARY:**

The application requests approval for the Kathy DeBoer – Heart of the Game Beach Series, proposed for Gulf Place West Public Beach in conjunction with the AVCA Beach Volleyball Championship. Kathy DeBoer’s influence on collegiate athletics is widely recognized, but her impact on beach volleyball is especially profound. As Executive Director of the American Volleyball Coaches Association, she championed the sport for more than a decade—guiding it from a niche emerging activity to full NCAA championship status. Her leadership, persistence, and advocacy were instrumental in the NCAA’s historic decision to adopt beach volleyball as its 90th championship sport in 2016, opening doors for thousands of student-athletes and elevating the sport’s national profile.

Hosting this event in Gulf Shores—home of the inaugural NCAA Beach Volleyball Championship—creates a meaningful connection between Kathy’s legacy and the city where the championship era began.

The Heart of the Game Beach Series serves as a celebratory tribute to her role in shaping the sport’s trajectory and honors the partnership between the AVCA, the NCAA, and the City of Gulf Shores in growing collegiate beach volleyball nationwide.

This volleyball community-focused event is small, but its symbolism is significant: it highlights Gulf Shores’ place in the sport’s origin story and reinforces the city’s reputation as a premier destination for collegiate beach volleyball.

**RELATED ISSUES:**

None



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**PREVIOUS COUNCIL ACTIONS:**

The City Council has approved this event in previous years, and it has been successfully executed.

**FINANCIAL IMPACT:**

The 2025 event generated 93 contract room nights and an estimated economic impact of \$61,574, reflecting continued value to the local hospitality sector.

**KEY DATES:**

- Begin set-up: April 6, 2026
- AVCA Small College Championship: April 18–19, 2026
- Transition to NCAA Beach Volleyball Championship: Immediately following completion of the AVCA event

**ATTACHMENTS:**

Large Group Activity Permit Application

## APPLICATION FOR LARGE GROUP ACTIVITIES

**\*application and all required documentation must be complete and included or application will not be considered**

### 1. EVENT INFORMATION

**Event Name:**

**Dates/Times**

Dismantle Date/Time 04/19/2026

\* Setup

Event End Date 04/18/2026

Date/Time 04/14/2026

Event Start Date 04/18/2026

\*\*Event Hours 8am - 5pm

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

Event Location/  
Address:

301 W Beach Blvd, Gulf Shores, AL 36542

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

#### Applicant

#### Event Organizer

Name: Shawn Weaver/Beach Director

Name: Shawn Weaver/Phillip Bryant  
Gulf Coast Region Volleyball Association, LLC

Address: 6917 Marble Court, Gulf Shores AL

Address: PO Box 1985 Orange Beach, AL

Phone #: 251.609.3191

Phone #: 251) 979-4287

Cell #: 251.609.3191

Cell #: 251) 979-4287

Email: sweaver@pivc.org

Email: gcrcommish@gmail.com

Web Address:

#### Purpose

Athletic/Recreation

Concert/Performance

Social

## Event Description

### Attendance

Anticipated Attendance Total 40 teams Per Day 40 Teams

\*If requesting multiple days please detail each day and time of operation in the Site Plan.

\*\*Please indicate the intended daily event start and end time(s).

Is this an annual event?  Yes  No How many years have you been holding this event? 2

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

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

## 2. INSURANCE CERTIFICATE AND ENDORSEMENTS

In addition to completing the application form and paying permit and rental fees (when applicable), the applicant is required provide Proof of insurance, in the form of an original certificate of insurance showing Commercial General Liability coverage with a minimum of \$1,000,000\* combined single limit per occurrence, shall be furnished no later than five (5) days preceding the date of the large group activity. If any alcohol will be served, liquor liability coverage must be obtained and is subject to Alabama's statutory limits. If the applicant has employees, workers' compensation insurance must be obtained and is subject to Alabama's statutory limits. The applicant must also agree to endorse the City of Gulf Shores as an additional insured on the general liability, auto, and liquor liability policy and to include a copy of each endorsement with the certificate of insurance. Failure to produce such certificate, binder, or other suitable proof of insurance shall cause the permit to be revoked automatically.

If automobiles or inflatables will be utilized, the applicant shall obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles or inflatables.

If any alcohol will be served, liquor liability coverage must be obtained and is subject to Alabama's statutory limits. If the applicant has employees, workers' compensation insurance must be obtained and is subject to Alabama's statutory limits. The applicant also agrees to insurance will automatically revoke permit. Each certificate of insurance shall provide that the insurer must give the City of Gulf Shores at least thirty (30) days' prior written notice of cancellation and termination of the applicant's

### 3. ACKNOWLEDGEMENT AND SIGNATURE

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

Print Name of Applicant

Signature

Date

#### PERMIT AUTHORIZATION - FOR OFFICIAL USE ONLY

City Staff	Signature	Date
Capital Projects Director Clint Colvin		
Purchasing Officer Shelby DeBlieux		
Rental Specialist Brian Dugall		
Chief Building Official Brandan Franklin		
Public Works Director Noel Hand		
Recreation & Cultural Affairs Director Grant Brown		
Revenue Supervisor Theresa Daugherty		
Chief of Police Dan Netemeyer		
Fire Chief Mark Sealy		
Planning & Comm Dev. Director Scott Stephens		
Fire Marshal George Surry		
City Engineer Jenny Wolfschlag		

## Emergency Action Plan – Beach Tournament

- **Emergency Response:**  
In the event of a medical or facility emergency, the **Tournament Director** will immediately call **911** and coordinate emergency response until first responders arrive.
  - **Medical Coverage:**  
**Benchmark Athletic Trainers** will be **on-site throughout the tournament** to provide immediate medical assessment, injury evaluation, and first aid as needed.
  - **Lightning & Severe Weather:**  
The **Tournament Director** will monitor weather conditions at all times.
    - A **horn blast** will signal **immediate suspension of play** due to lightning or unsafe weather conditions.
    - All athletes, coaches, and spectators must **clear the courts immediately** and follow staff instructions.
    - Play will not resume until conditions are deemed safe by the Tournament Director.
  - **Chain of Command:**  
All emergencies and weather-related decisions are made by the **Tournament Director** in coordination with on-site medical staff and emergency services.
- 

### Emergency Contacts

- **Tournament Director:** Shawn Weaver — **251-609-3191**
- **Event Operations:** Phillip Bryant — **251-979-4287**

## APPLICATION FOR PUBLIC ASSEMBLY

### Kathy DeBoer "Heart of the Game" (April 18-19)

#### DEPARTMENT APPROVALS/DENIALS

City Staff	Signature	Date
Capital Projects Director Clint Colvin		3/5/26
Purchasing Officer Shelby DeBlieux		3/5/26
Rental Specialist Brian Dugall		3/6/26
Chief Building Official Brandan Franklin		3/5/26
Public Works Director Noel Hand		3/9/26
Recreation & Cultural Affairs Director Grant Brown	Approved by Laura on behalf of Grant	3/5/26
Revenue Supervisor Theresa Daugherty		3/5/26
Chief of Police Dan Netemeyer		3/5/26
Fire Chief Mark Sealy	Approved by Tammy on behalf of Chief Sealy	3/5/26
Planning & Comm Dev. Director Scott Stephens		3/5/26
Fire Marshal George Surry		3/9/26
City Engineer Jenny Wolfschlag		3/5/26

*[Handwritten Signature]*      3/9/26  
Date

*[Handwritten Signature]*      3/9/26  
Date

City Clerk

# CERTIFICATE OF INSURANCE

PRINT DATE: 1/21/2026

CERTIFICATE NUMBER: 202508291143806

**AGENCY:**

Edgewood Partners Insurance Center  
5909 Peachtree Dunwoody Road, Suite 800  
Atlanta, GA 30328  
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**NAMED INSURED:**

USA Volleyball (National Office)      Gulf Coast Region  
4065 Sinton Road                              P O Box 1985  
Colorado Springs CO 80907                  Orange Beach AL 36561

**INSURERS AFFORDING COVERAGE:**

INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 26379

**EVENT INFORMATION:**

All Gulf Coast Region's Sanctioned Events and Activities ( - )

**POLICY/COVERAGE INFORMATION:**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	1-RSL-CO-17-01537353-01	9/1/2025 12:01 AM	9/1/2026 12:01 AM	GENERAL AGGREGATE (Per Event)                      \$4,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				GENERAL AGGREGATE (Policy Cap)                      \$15,000,000
					EACH OCCURRENCE    \$2,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.)              \$2,000,000
					MEDICAL EXPENSE (Any one person)                      EXCLUDED
					PERSONAL & ADV INJURY    \$2,000,000
					PRODUCTS-COMP/OP AGG    \$2,000,000
A	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	1-RSL-CO-17-01537354-01	9/1/2025 12:01 AM	9/1/2026 12:01 AM	EACH OCCURRENCE    \$3,000,000
					AGGREGATE (Applies Per Event)                              \$3,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:**

The certificate holder is an additional insured as required by written contract or written agreement as per form CG2026: Additional Insured - Designated Person or Organization, but only with respects to USA Volleyball (USAV) and Regional Volleyball Association (RVA) sanctioned events.

No coverage will apply for RVAs and RVA clubs for events conducted in which all participants are not registered with USAV.

The General Liability Policy includes \$2,000,000 Each Occurrence / \$4,000,000 Aggregate of Sexual Abuse and Molestation coverage.

Coverage is available under a Participant Accident policy #PAI L006020395201 with Berkley Life and Health Insurance Company on file with the policyholder - Accident Medical Coverage \$25,000, deductible \$250 - Accidental Death & Dismemberment \$10,000. Policy effective date: September 1, 2025 / Policy expiration date: September 1, 2026.

**CERTIFICATE HOLDER:**

City of Gulf Shores attn: Mrs. Wanda Parris  
P O Box 299  
Gulf Shores AL 36547

**NOTICE OF 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:**

