



AGENDA
REGULAR COUNCIL MEETING
CITY OF GULF SHORES, ALABAMA
MARCH 23, 2026
4:00 PM

1. Call To Order

2. Invocation

A. Councilman Stephen E. Jones

3. Pledge Of Allegiance

4. Roll Call

5. Approval Of Minutes

1. March 9, 2026 - Special Council Meeting
2. March 9, 2026 - Regular Council Meeting
3. March 16, 2026 - Council Work Session Meeting

6. Approval Of Expense Vouchers

7. Presentation Of Petitions, Requests And Communications

A. Gulf Shores Police Department Awards Presentation

B. Large Group Activities Permit - L.O.L. Festival

Documents:

[RAC - LARGE GROUP ACTIVITY - LOL FESTIVAL.PDF](#)

C. Large Group Activities Permit - AVCA Small College Beach Volleyball Championship

Documents:

[RAC - LARGE GROUP ACTIVITY - AVCA SMALL COLLEGE BEACH VOLLEYBALL.PDF](#)

D. Large Group Activities Permit - Heart Of The Game

Documents:

[RAC - LARGE GROUP ACTIVITY - HEART OF THE GAME.PDF](#)

8. New Business

- A. Resolution - Authorize Exchange Of Services Agreement - Gulf Coast Arts Alliance, LLC

Documents:

[RESO - EXCHANGE OF SERVICES AGREEMENT - GULF COAST ARTS ALLIANCE, INC..PDF](#)

- B. Resolution - Authorize Professional Services Proposal - Leathers & Associates

Documents:

[RESO - AUTHORIZE PROFESSIONAL SERVICES PROPOSAL - LEATHERS AND ASSOCIATES.PDF](#)

- C. Resolution - Authorize Moratorium

Documents:

[RESO - COMP PLAN MORATORIUM 3.PDF](#)

- D. Resolution - Authorize Service Agreement - C Spire Business

Documents:

[RESO - AUTHORIZE SERVICE AGREEMENT - C SPIRE BUSINESS.PDF](#)

- E. Resolution - Authorize Use Of Municipal Credit Cards

Documents:

[RESO - AUTHORIZE USE OF MUNICIPAL CREDIT CARDS 2026.PDF](#)

- F. Resolution - Authorize Surplus Of Vehicles

Documents:

[RESO - AUTHORIZE SURPLUS OF VEHICLES.PDF](#)

- G. Resolution - Authorize Board Reappointments - Public Parks & Rec Board

Documents:

[RESO - AUTHORIZE BOARD REAPPOINTMENT - PPRB - HART AND GREEN.PDF](#)

- H. Resolution - Authorize Professional Services Proposal - Jade Consulting - 4th St. Bridge Design

Documents:

[RESO - AUTHORIZE PROFESSIONAL SERVICES CONTRACT - JADE CONSULTING - 4TH ST BRIDGE DESIGN.PDF](#)

I. Resolution - Authorize Grant Application - Growing Alabama Tax Credit Grant

Documents:

[RESO - AUTHORIZE GRANT APPLICATION - GROWIN AL TAX CREDIT GRANT.PDF](#)

J. Ordinance - Amend Code - Tree Protection

Documents:

[ORD - AMEND CODE - TREE PROTECTION.PDF](#)
[ARTICLE_VIII._TREE_PROTECTION_DRAFT_20260319.PDF](#)

K. Ordinance - Authorize SouthState Bank Loan

Documents:

[ORD - AUTHORIZE SCHOOL SOUTHSTATE LOAN.PDF](#)

L. Ordinance - Authorize Franchise - Down Under Dive Shop

Documents:

[ORD - AUTHORIZE FRANCHISE - DOWN UNDER DIVE SHOP.PDF](#)

9. Committee Reports

10. Staff Reports

11. Hearing Of Persons Not Listed On Formal Agenda

12. Adjourn



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: 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

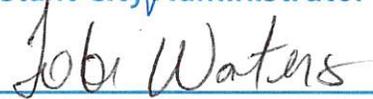
L.O.L. Festival (April 10-12)

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).

PRODUCER PointeNorth (Atlanta) PO Box 2976 Gainesville GA 30503	CONTACT NAME: PHONE (A/C, No, Ext): 770-535-6100 FAX (A/C, No): 770-297-4883 E-MAIL ADDRESS: certificates@nortoninsurance.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Insurance Companies INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 6777
INSURED 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"/> COMMERCIAL GENERAL LIABILITY <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"/> AUTOMOBILE LIABILITY <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 <input type="checkbox"/> OTHER:						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

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>
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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.



Vendor parking

Bike Valet

Artist entrance and parking turnaround backstage

Canal Park

Power

Water

Stage

GSPD

Box Office / Entrance Shuttle drop off

E 24th Ave

E 24th Ave

E Gulf Ave

ADA Parking

Vendors

Picnic Tables (City owned)

Crawfish Tables (Chamber owned)

ADA Parking

Vendors

Vendors

Artist/Staff Restroom

Power

Bev Sales

Bev Ops

Restrooms

Box Office / Entrance

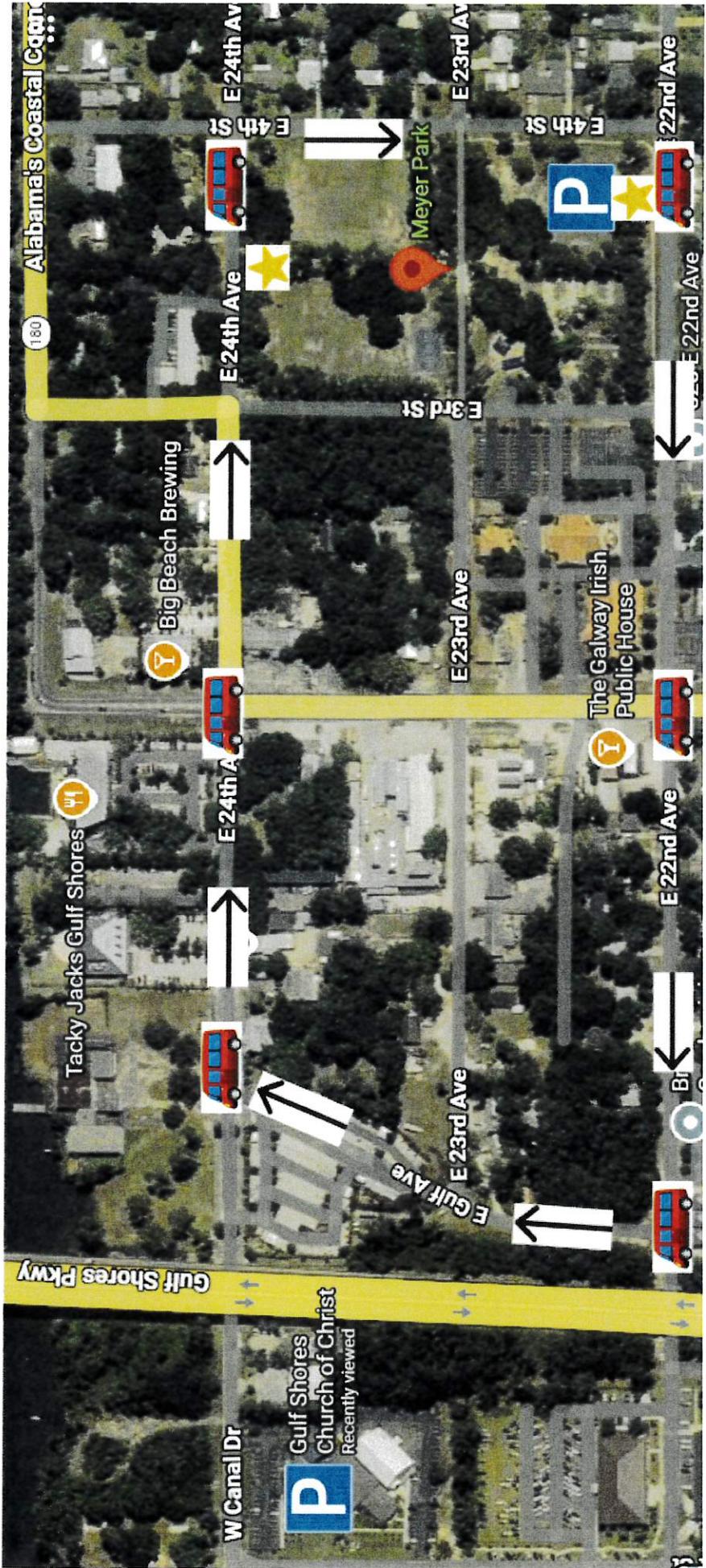
Shuttle Drop Off

Dumpster

Water

Google Maps

E 23rd Ave





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

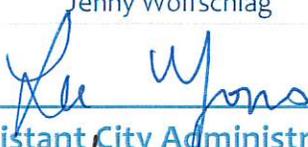
2/16/2026
Date

APPLICATION FOR PUBLIC ASSEMBLY

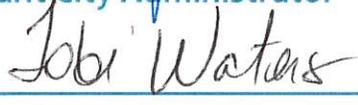
AVCA Beach Volleyball (April 16-19, 2026)

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).

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

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	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
	AUTOMOBILE LIABILITY <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 <input type="checkbox"/> 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"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N 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	MEDICAL PAYMENTS FOR PARTICIPANTS			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 [Signature]

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

Name Of Additional Insured Person(s) Or Organization(s)
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.

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.

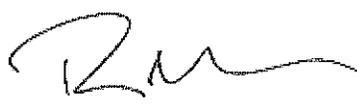
CERTIFICATE HOLDER:

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:





RESOLUTION NO. -26

**A RESOLUTION
AUTHORIZING AND DIRECTING THE
MAYOR AND CITY CLERK TO EXECUTE
AND ATTEST, RESPECTIVELY,
AN EXCHANGE OF SERVICES AGREEMENT
BETWEEN THE CITY OF GULF SHORES AND
THE GULF COAST ARTS ALLIANCE, INC.**

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. That the Mayor and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, an Exchange of Services Agreement between the City of Gulf Shores and the Gulf Coast Arts Alliance, Inc. (GCAA) in an amount not to exceed \$12,000.00.00; and in substantially the form presented to Council this date.

Section 2. That the Agreement identifies specific locations for supporting arts activities, including activities which Gulf Coast Arts Alliance, Inc. (GCAA) volunteers have agreed to provide service to the City, establishes the responsibilities and conditions under which that volunteer service will be provided, and delineates the responsibilities of the City, with respect to the activities located at City operated properties.

Section 3. That \$ 12,000 to be paid out of the Recreation & Cultural Affairs, Public Relations/Advertising line, 01-550-65460.

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

ADOPTED this 23rd day of March, 2026.

Robert Craft, Mayor

ATTEST:

Tobi Waters, MMC
City Clerk

C E R T I F I C A T E

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. -26 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on March 23, 2026.

City Clerk

RESOLUTION NO. -26

**A RESOLUTION
AUTHORIZING EXECUTION OF A PROFESSIONAL
SERVICES PROPOSAL BETWEEN THE CITY OF GULF SHORES
AND LEATHERS & ASSOCIATES
TO DESIGN THE REPLACEMENT OF THE KIDS PARK
IN AMOUNT NOT TO EXCEED \$35,900.00**

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. That the Mayor and City Clerk be hereby authorized and directed to execute and attest, respectively, a professional services proposal, between the City of Gulf Shores and Leathers & Associates to design the replacement of the Kids Park in an amount not to exceed \$35,900.00; in substantially the form presented to Council this date.

Section 2. That the total financial impact up to \$950,000.00 is in the Capital Outlay account # 38-879-84200.00.

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

ADOPTED this 23rd day of March 2026.

Robert Craft, Mayor

ATTEST:

Tobi Waters, MMC
City Clerk

C E R T I F I C A T E

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. -26 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on March 23, 2026.

City Clerk

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, LAND USES THAT REQUIRE CONDITIONAL USE PERMITS, 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, land uses requiring CUPs, and major subdivisions is adopted, these applications

Resolution No.

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, land uses requiring CUPs, 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.

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, land uses requiring a CUP, 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, land use requiring a CUP, 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.

Resolution No.

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

ADOPTED this 23rd day of March, 2026.

Robert Craft, Mayor

ATTEST:

Tobi Waters, MMC, City Clerk

C E R T I F I C A T E

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. (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on March 23, 2026.

City Clerk

RESOLUTION NO. - 26

**A RESOLUTION
AUTHORIZING EXECUTION OF A
THREE (3) YEAR SERVICE AGREEMENT
BETWEEN THE CITY OF GULF SHORES & C SPIRE BUSINESS
TO PROVIDE CLOUD-BASED WEBEX CALLING FOR MUNICIPAL USE**

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. That the Mayor and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, a three (3) year service agreement between the City of Gulf Shores and C Spire Business to provide a cloud hosted Cisco WebEx Calling Solution, in an amount not to exceed \$113,089.49 for three (3) years; and in substantially the form presented to Council this date.

Section 2. That 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. Total year 1 estimate cost is \$66,627.26.

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

ADOPTED this 23rd day of March, 2026.

Robert Craft, Mayor

ATTEST:

Tobi Waters, MMC
City Clerk

C E R T I F I C A T E

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. -26 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on March 23, 2026.

City Clerk

RESOLUTION NO. - 26

**A RESOLUTION
AMENDING RESOLUTION 6946-25
AUTHORIZING USE OF MUNICIPAL CREDIT CARDS BY
CERTAIN OFFICERS AND EMPLOYEES
OF THE CITY OF GULF SHORES**

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. That Resolution No. 6946-25, authorizing Use of Municipal Credit Cards by certain officers and employees of the City of Gulf Shores, be and is hereby amended by adding certain positions and amounts.

Section 2. That, except as otherwise directed by the City Council hereafter, credit cards issued by MasterCard to the City of Gulf Shores shall be held and usable only by the following City employees:

Mayor	\$6,000
City Administrator	\$6,000
Assistant City Administrator	\$5,000
City Councilman	\$4,000
Director of Natural Resources	\$4,000
Director of Economic Development & Public Affairs	\$4,000
Communications Manager	\$3,000
Public Engagement Manager	\$3,000
Creative Content & Design coordinator	\$3,000
Police Chief	\$4,000
Police Deputy Chief	\$4,000
Administrative Analyst	\$4,000
Animal Control Officer	\$5,000
Support Services Commander	\$3,500
Police Lieutenant	\$3,000
Detention Officer	\$5,000
Police Department #1	\$4,000
Police Department #2	\$4,000
Police Department #3	\$4,000
Police Department #4	\$4,000
Police Department #5	\$4,000
Police Department #6	\$4,000
Fire Chief	\$4,000
Chief of Staff	\$3,000
Chief of Operations	\$3,000

Fire Marshall	\$1,000
Fire Logistics Officer	\$4,000
Fire Department #1	\$4,000
Fire Department #2	\$4,000
Fire Department #3	\$2,000
Fire Department #4	\$2,000
Municipal Court Clerk	\$4,000
Chief Building Official	\$6,000
Director of Planning and Zoning	\$4,000
Purchasing Officer	\$20,000
Purchasing Assistant	\$20,000
IT Systems Supervisor	\$4,000
Human Resources Officer	\$3,000
Human Resource Specialist	\$3,000
Payroll & Benefits Specialist	\$3,000
Recreation & Cultural Affairs Director	\$6,000
Assistant Director of Recreation and Cultural Affair	\$4,000
Marketing & Communications Coordinator	\$3,000
Special Events Programs & Events Manager	\$3,000
Events Coordinator	\$3,000
Cultural Center Program & Events Supervisor	\$6,000
Retail Operations Coordinator	\$5,000
Parks & Facilities Manager	\$3,000
Concessions Manager	\$7,000
Recreation Manager	\$5,000

With the written approval of the Mayor or City Administrator, or in their absence the City Clerk, a credit card held and usable by one of the above named individuals may be assigned for temporary use to another employee subject to all terms and limitations of this resolution.

Section 3. That each of the above named employees of the City of Gulf Shores is hereby authorized by the City Council of the City of Gulf Shores to incur charges on such credit cards for (a) the purchase of goods and services for the account of the City in connection with the performance of his or her duties incidental to the management or control of the affairs of the City, (b) out-of-town travel specifically authorized in advance by the Council, or (c) out-of-town travel otherwise required in the performance of his or her duties incidental to the management or control of the affairs of the City. Except as otherwise specifically authorized in advance by the Council, no employee shall utilize such credit cards to incur charges in excess of the limits stated above for the purchase of goods and services.

Section 4. That any employee utilizing such credit cards to incur charges file an itemized statement and explanation of all charges incurred.

Section 5. That any officer or employee utilizing such credit cards to incur charges in connection with out-of-town travel shall, upon his or her return, file an itemized statement and

explanation of all charges incurred in the manner described in *Code of Alabama 1975, Section 36-7-4*.

Section 6. That upon submission for payment by the City Council after audit and certification by the City Clerk as provided in *Code of Alabama 1975, Section 11-43-101*, no credit card charges shall be paid utilizing the funds of the City treasury incurred in nonconformity with this or any other authorizing resolution of the City Council. To the extent that charges are determined by the City Council to have been incurred other than in conformity with this or any other authorizing resolution of the City Council, the employee responsible for the incurring of such charges shall pay such charges personally and the Council may direct that the amount of such charges be deducted from any sum then or in the future owed by the City to such employee.

Section 7. That with respect to purchases and expenditures on behalf of the City, all such purchases and expenditures shall be in conformity with all written purchasing policies and procedures of the City.

Section 8. That this Resolution shall become effective upon its adoption.

ADOPTED this 23rd day of March, 2026.

Robert Craft, Mayor

ATTEST:

Tobi Waters, MMC
City Clerk

C E R T I F I C A T E

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. - 26 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on March 26, 2026.

City Clerk

RESOLUTION NO. -26

**A RESOLUTION
DECLARING CERTAIN PERSONAL PROPERTY
OWNED BY THE CITY OF GULF SHORES
SURPLUS AND UNNEEDED; AND AUTHORIZING
THE MAYOR AND CITY CLERK TO DISPOSE OF SUCH PROPERTY**

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. That the following personal property owned by the City of Gulf Shores, Alabama is not needed for public or municipal purposes:

1. One (1) 2022 FREIGHTLINER M2 KNUCKLEBOOM (3064)
2. One (1) 2015 ROSENBAUER FIRE TRUCK (2011)

Section 2. That the Mayor and City Clerk be and they are hereby authorized and directed to dispose of the personal property owned by the City of Gulf Shores, Alabama, described in section 1 above, by appropriate legal methods.

Section 3. That the proceeds derived from such disposal shall be deposited in the General Fund of the City of Gulf Shores.

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

ADOPTED this 23rd day of March, 2026.

Robert Craft, Mayor

ATTEST:

Tobi Waters, MMC, City Clerk

C E R T I F I C A T E

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. -26 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on March 23, 2026.

City Clerk

RESOLUTION NO. - 26

**A RESOLUTION
REAPPOINTING ANDREW HART & CHAD GREEN
TO THE PUBLIC PARKS & RECREATION BOARD
TO SERVE A FULL TERM OF SIX (6) YEARS ENDING ON
MARCH 28, 2032**

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. That Andrew Hart be and he is hereby reappointed to the Public Parks & Recreation Board to serve a full term of six (6) years ending on March 28, 2032.

Section 2. That Chad Green be and he is hereby reappointed to the Public Parks & Recreation Board to serve a full term of six (6) years ending on March 28, 2032.

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

ADOPTED this 23rd day of March, 2026.

Robert Craft, Mayor

ATTEST:

Tobi Waters, MMC
City Clerk

C E R T I F I C A T E

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. -26 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on March 23, 2026.

City Clerk

RESOLUTION NO.

**A RESOLUTION
ACCEPTING THE PROPOSAL OF JADE CONSULTING TO
PROVIDE PROFESSIONAL SERVICES
RELATED TO WEST 4TH STREET BRIDGE PROJECT
AND AUTHORIZING EXECUTION OF A CONTRACT
IN AN AMOUNT NOT TO EXCEED \$44,900.00**

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. That the selection of Jade Consulting to Perform Professional Services related to the West 4th Street Bridge Replacement, to include construction documents for the removal and replacement of the existing bridge with a prefabricated pedestrian bridge; be authorized in an amount not to exceed \$44,900.00 as defined in scope of work.

Section 2. That the Mayor and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, a contract between the City of Gulf Shores and Jade Consulting to Perform Professional Services for the West 4th Street Bridge Project; in substantially the form presented to Council this date.

Section 3. That there is \$400,000 budgeted in FY2026 in account 38-879-85020 for this project.

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

ADOPTED this 23rd day of March 2026.

Robert Craft, Mayor

ATTEST:

Tobi Waters, MMC
City Clerk

C E R T I F I C A T E

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. -26 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on March 23, 2026.

City Clerk

RESOLUTION NO. -26

**A RESOLUTION
AUTHORIZING EXECUTION OF AN APPLICATION FOR
FUNDING FROM THE GROWING ALABAMA TAX CREDIT GRANT
RELATED TO CONSTRUCTION OF 2 NEW APRONS AT THE
GULF SHORES INTERNATIONAL AIRPORT
IN THE AMOUNT OF \$2,300,000.00**

WHEREAS, 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; and

WHEREAS, 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); and

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. That the Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, a grant application with the Growing Alabama Tax Credit Grant to support construction of two aviation aprons at the Gulf Shores International Airport in the amount of \$2,300,000.00.

Section 2. That the Gulf Shores Airport Authority has agreed to fund all soft costs and project management fees. There are no expected costs to the City.

Section 3. That in the event a grant is awarded, the City of Gulf Shores understands that it will sign assurances to comply with all applicable Federal and State laws, rules and regulations.

ADOPTED this 23rd day of March, 2026.

Robert Craft, Mayor

ATTEST:

Tobi Waters, MMC
City Clerk

C E R T I F I C A T E

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. -26 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on March 23, 2026.

City Clerk

ORDINANCE NO.
AN ORDINANCE
TO AMEND THE CODE OF ORDINANCES
ADOPTED JULY 24, 1989, AT CHAPTER 7,
BUILDINGS; CONSTRUCTION AND RELATED ACTIVITIES,
ARTICLE VIII. TREE PROTECTION

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

Section 1. That Chapter 7, BUILDINGS; CONSTRUCTION AND RELATED ACTIVITIES, ARTICLE VIII. - TREE PROTECTION of the Code of Ordinances, adopted July 24, 1989, be and it is hereby repealed.

Section 2. That Chapter 7, BUILDINGS; CONSTRUCTION AND RELATED ACTIVITIES, ARTICLE VIII. - TREE PROTECTION, as described in Attachment "A" is hereby adopted in its place.

Section 3. The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity and enforceability of the remaining provisions of the Ordinance.

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

ADOPTED this 23rd day of March, 2026.

Robert Craft, Mayor

ATTEST:

Tobi Waters, MMC
City Clerk

C E R T I F I C A T E

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 Ordinance No. (prepared by City Clerk), which Ordinance was duly and legally adopted at a regular meeting of the City Council on March 23, 2026 and the same was duly published as required by law.

City Clerk

Attachment “A”

Chapter 7 - BUILDINGS, CONSTRUCTION AND RELATED ACTIVITIES, 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.
 - ii. Protected or Heritage Palms may be removed if a replacement and/or remediation is provided. One replacement tree is required to be planted for each Protected or Heritage Palm removed. Replacement trees must come from the preferred tree list in this section; or, a Protected or Heritage

Palm approved to be removed may be replaced with a similar palm with a minimum trunk height of 8 feet.

- 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. Palms 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. Palms 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. Palms 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. Palms 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.

**EXCERPTS FROM THE MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF GULF SHORES**

The City Council of the City of Gulf Shores met in regular public session at Gulf Shores City Hall, 1905 West First Street, in Gulf Shores, Alabama, at 4:00 o'clock p.m. on Monday, March 23, 2026, the previously announced date and time for such meeting. The meeting was called to order by the Mayor. The roll was called with the following results:

Present: Robert Craft, Mayor
 Philip Harris, Mayor Pro Tempore
 Jennifer Guthrie
 Joe Garris
 Jason Dyken
 Steve Jones

Absent:

The Mayor stated that a quorum was present and that the meeting was open for the transaction of business.

* * *

The Mayor presented the following Ordinance No. ____ to the Council:

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE, DELIVERY AND PAYMENT OF THE CITY'S \$17,100,000 PRINCIPAL AMOUNT GENERAL OBLIGATION SCHOOL WARRANT, SERIES 2026-C, TO BE DATED THE DATE OF DELIVERY, TO SOUTHSTATE BANK

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA AS FOLLOWS:

Section 1. Findings and Representations.

The City of Gulf Shores (the "City"), by and through the City Council, its governing body, does hereby find and determine and represent and warrant as follows:

(a) The City has found and determined that it is in the best public and financial interest of the City to acquire a tax-exempt term loan, the proceeds of which will be used for the completion of capital construction of Gulf Shores High School and the payment of issuance expenses.

(b) The obligation will be evidenced by a General Obligation School Warrant, Series 2026-C, to be dated the date of delivery (the "Warrant"), which will be executed and delivered to SouthState Bank (the "Bank") on or about April 1, 2026.

(c) The net assessed valuation of taxable property in the corporate limits of the City, as assessed for municipal taxation and on which taxes were due and payable on October 1, 2025, including motor vehicles, is not less than \$1,478,520,180, and the total indebtedness of the City following the issuance of the Warrant chargeable against the debt limitation for the City prescribed by the Constitution of Alabama of 2022, as amended, will not be more than twenty percent of said assessed valuation.

(d) The City acknowledges and agrees that the Bank is purchasing the Warrant in evidence of a privately negotiated loan, and, in that connection, the Warrant shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with DTC or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

(e) The City acknowledges that the Bank and their representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Ordinance and any information, materials or communications provided by Bank: (a) Bank and its representatives are not recommending an action to any municipal entity or obligated person; (b) Bank and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to such Ordinance, information, materials or communications; (c) Bank and its representatives are acting for their own interests; and (d) the City has been informed that City should discuss this Ordinance and any such other information, materials or communications with any and all internal and external advisors and experts that the City deems appropriate before acting on this Ordinance or any such other information, materials or communications.

(f) The City represents and warrants to the Bank that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The City further represents and warrants to the Bank that the City is not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any person named as a Specially Designated National and Blocked Person.

Section 2. Authorization and Description of Warrant; Payments of Warrant.

(a) The City shall borrow an aggregate amount not exceeding \$17,100,000 in such amounts and at such times as shall be necessary for the purposes set forth in Section 1 hereof, and the City shall issue the aforesaid Warrant therefor to the Bank, to evidence a term loan extended thereby to the City for such purposes.

(b) The Warrant shall (1) be dated the date of initial delivery and payment, (2) bear interest at the fixed per annum interest rate of 3.810%, (3) be payable in (i) semi-annual installments of interest on June 15 and December 15, beginning December 15, 2026 and ending December 15, 2045, and (ii) annual installments of principal on December 15, beginning December 15, 2026, and ending on December 15, 2045, (4) mature on December 15, 2045, (5) be subject to redemption prior to maturity at any time in any amount, without premium or penalty, and (6) be registered and transferred, all as provided therefor in the form of the Warrant in Section 4 herein.

(c) The principal of and interest on the Warrant shall be payable in lawful money of the United States of America, at the designated office of the registered owner thereof at par and without discount, exchange or deduction or charge therefor, pursuant to Exhibit A to the Warrant Form.

Section 3. Authorization of Advances and Payments.

The Mayor and the Director and Assistant Director of Finance and Administration are authorized and directed to request a single disbursement of the net proceeds of the Warrant in order to carry out the purposes of this Ordinance.

Section 4. Form of Warrant.

The Warrant shall be in substantially the following form:

**UNITED STATES OF AMERICA
STATE OF ALABAMA
CITY OF GULF SHORES
GENERAL OBLIGATION SCHOOL WARRANT
SERIES 2026-C**

No. R-1

\$17,100,000

THE CITY OF GULF SHORES, a municipal corporation organized and existing under and by virtue of the laws of the State of Alabama (the "City"), for value received, hereby acknowledges itself indebted to and does hereby order and direct the Finance and Administration Director of the City to pay, solely out of the special warrant fund hereinafter described, to SouthState Bank (herein called the "Payee"), its successors and assigns, the principal sum of

SEVENTEEN MILLION ONE HUNDRED THOUSAND DOLLARS (\$17,100,000)

as hereinafter provided, and to pay solely from said warrant fund interest on the unpaid balance of said principal amount advanced and outstanding hereunder from time to time, from the date advanced until payment in full, at a fixed per annum rate of interest equal to 3.810% (computed on a 30/360 basis), said principal and interest being payable as follows, as more particularly described on Exhibit A attached hereto and incorporated herein by reference:

(a) On December 15, 2026, and on each June 15 and December 15 thereafter, to and including December 15, 2045, the interest accrued on the outstanding principal balance of this Warrant to each such date of payment;

(b) On December 15, 2026, and on each December 15 thereafter, to and including December 15, 2045, the principal outstanding under this Warrant; and

(c) On December 15, 2045, the entire outstanding principal balance of this Warrant plus all accrued interest thereon.

Payment of the principal hereof and interest hereon shall be made at the office of the Payee or at such other place as shall be designated to the City in writing by the Payee, provided the final payment of principal of and interest on this Warrant shall be made only upon presentation and surrender of this Warrant to the City for cancellation.

The City may, on any date, pay in advance the entire unpaid principal balance of this Warrant or any lesser portion or portions thereof by paying to the Payee the principal amount to be prepaid, plus interest accrued on such principal amount to the date of such prepayment, without premium or penalty.

THIS WARRANT SHALL BE VALID AND ENFORCEABLE AS TO THE AGGREGATE PRINCIPAL AMOUNT ADVANCED AT ANY TIME HEREUNDER, WHETHER OR NOT THE FULL FACE AMOUNT HEREOF IS ADVANCED.

This Warrant is issued pursuant to the Constitution and laws of the State of Alabama, including the provisions of Section 11-47-2 et seq. of the CODE OF ALABAMA 1975, as amended, and an Ordinance and proceedings of the governing body of the City adopted March 23, 2026 (the "Authorizing Proceedings") for the purposes described in the Authorizing Proceedings.

The principal of and interest on this Warrant is a general obligation of the City and the full faith and credit of the City are pledged to the payment of the principal of and interest on the Warrant.

The City has established in the Authorizing Proceedings a special fund designated "Series 2026-C General Obligation School Warrant Fund" for the payment of the principal of and interest on the Warrant, and has obligated itself to pay or cause to be paid into said Fund from the taxes and revenues of the City sums sufficient to provide for the payment of the principal of and interest on this Warrant as the same matures and comes due.

This Warrant and the interest hereon constitutes a charge on the general credit of the City and an indebtedness of the City within the meaning of state constitutional provisions and or statutory limitations.

This Warrant is recorded and registered as to principal and interest in the name of the owner on the book of registration maintained for that purpose by the City. The person in whose name this Warrant is registered shall be deemed and regarded as the absolute owner hereof for all purposes and payment of

12/15/2036	857,000	3.810%	194,281.43	1,051,281.43	
12/31/2036					1,245,562.86
06/15/2037			177,955.58	177,955.58	
12/15/2037	889,500	3.810%	177,955.58	1,067,455.58	
12/31/2037					1,245,411.16
06/15/2038			161,010.60	161,010.60	
12/15/2038	923,500	3.810%	161,010.60	1,084,510.60	
12/31/2038					1,245,521.20
06/15/2039			143,417.93	143,417.93	
12/15/2039	958,500	3.810%	143,417.93	1,101,917.93	
12/31/2039					1,245,335.86
06/15/2040			125,158.50	125,158.50	
12/15/2040	995,000	3.810%	125,158.50	1,120,158.50	
12/31/2040					1,245,317.00
06/15/2041			106,203.75	106,203.75	
12/15/2041	1,033,000	3.810%	106,203.75	1,139,203.75	
12/31/2041					1,245,407.50
06/15/2042			86,525.10	86,525.10	
12/15/2042	1,072,500	3.810%	86,525.10	1,159,025.10	
12/31/2042					1,245,550.20
06/15/2043			66,093.98	66,093.98	
12/15/2043	1,113,500	3.810%	66,093.98	1,179,593.98	
12/31/2043					1,245,687.96
06/15/2044			44,881.80	44,881.80	
12/15/2044	1,156,000	3.810%	44,881.80	1,200,881.80	
12/31/2044					1,245,763.60
06/15/2045			22,860.00	22,860.00	
12/15/2045	1,200,000	3.810%	22,860.00	1,222,860.00	
12/31/2045					1,245,720.00
	17,100,000		7,498,784.92	24,598,784.92	24,598,784.92

Section 5. Execution of the Warrant.

The Warrant shall be manually executed in the name and on behalf of the City by the Mayor and shall be manually attested by the City Clerk of the City, and the official seal of the City shall be manually imprinted thereon. The Registration Certificate shall be executed by the Director of Finance and Administration. The Registration of Ownership of the Warrant shall be executed by the City Clerk of the City who shall make the endorsements provided at the time of any transfer. Said officers are hereby directed to so execute, attest and register the Warrant and to make the appropriate endorsements and notations, if any, thereon.

Section 6. General Obligation; Warrant Fund.

(a) The Warrant and the interest thereon shall constitute a general obligation debt of the City. The Warrant is an obligation of the City to which the general faith and credit of the City is pledged.

(b) To secure the payment of the principal of and interest on the Warrant and to secure for the benefit of the registered owner of the Warrant the faithful performance of all of the covenants and provisions contained herein, in the manner and to the extent so provided, the City (1) does hereby pledge unto the registered owner of the Warrant and its registered assigns the full faith and credit of the City, (2) does hereby create and establish a special fund designated the "Series 2026-C General Obligation School Warrant Fund" (the "Warrant Fund"), which shall be held by the Bank, as custodian and paying agent of the Warrant and (3) does hereby covenant and agree to pay or cause to be paid into the Warrant Fund a sufficient amount of the revenues and taxes of the City.

(c) The City further covenants and agrees to collect or cause to be collected all taxes and revenues when due and to apply the same as provided in this Ordinance.

Section 7. Expenses of Collection; Interest After Maturity.

The City covenants and agrees that, if the principal of and interest on the Warrant are not paid promptly as such principal and interest matures and comes due, it will pay to the registered owner of the Warrant or its registered assignees all expenses incident to the collection of any unpaid portion thereof, including a reasonable attorney's fee. To the extent permitted by applicable law, the Warrant and the interest thereon shall bear interest at the rate of 3.810% per annum from and after the maturity or due date(s) thereof, if not then paid.

Section 8. Federal Tax Exemption; No Designation of Warrant Pursuant to Section 265 of the Code.

The City recognizes that the Series 2026-C Warrant is being sold on the basis that the interest payable on the Series 2026-C Warrant is excludable from gross income of the registered owners thereof for federal income taxation under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The City hereby covenants and agrees with the registered owner from time to time of the Series 2026-C Warrant that:

(a) the proceeds of the Series 2026-C Warrant will be used solely for the governmental purposes for which the Series 2026-C Warrant is issued;

(b) none of the proceeds of the Series 2026-C Warrant will be applied for any "private business use" nor will any part of the proceeds of the Series 2026-C Warrant be used (directly or indirectly) to make or finance loans to persons other than a governmental unit;

(c) the payment of the principal of or interest on the Series 2026-C Warrant will not be (under the terms of the Series 2026-C Warrant or any underlying arrangements) directly or indirectly (i) secured in any way by any interest in property used or to be used for a "private business use" or by payments in respect of such property or (ii) derived from payments (whether or not to the City) in respect of property, or borrowed money, used or to be used for a "private business use;"

(d) the proceeds of the Series 2026-C Warrant shall not be used or applied by it, and the taxes or other revenues of the City shall not be accumulated in the Warrant Fund in such a manner, and no investment thereof shall be made, as to cause the Series 2026-C Warrant to be or become an "arbitrage bond," as that term is defined in Section 148 of the Code;

(e) the City will comply with the requirements of Section 148(f) of the Code with respect to any required rebate to the United States;

(f) the City will make no use of the proceeds of the Series 2026-C Warrant that would cause the Series 2026-C Warrant to be "federally guaranteed" under Section 149(b) of the Code and the payment of the principal of and interest on the Series 2026-C Warrant shall not be (directly or indirectly) "federally guaranteed" (in whole or in part) as described in said Section, except as otherwise permitted in said Section;

(g) to the extent permitted by law, the City will not take any action, or omit to take any action, with respect to the Series 2026-C Warrant that would cause the interest on the Series 2026-C Warrant not to be and remain excludable from gross income pursuant to the provisions of Section 103 of the Code; and,

(h) however, the City has not designated the Series 2026-C Warrant as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. The Series 2026-C Warrant is not "bank qualified."

Section 9. Special Covenants of the City.

The City agrees to provide (i) its audited financial statements to the Bank upon request within 270 days of the end of the prior fiscal year, if not otherwise available on the EMMA website, and (ii) such other financial information as may be reasonably requested by the Bank and available to the City. A breach by the City of any of the foregoing shall not constitute an event of default hereunder.

Section 10. Event of Default, Sole Remedy; Determination of Taxability

(a) The failure by the City to pay the principal of and interest on the Warrant within 30 days of the due date shall constitute an event of default, the sole remedy to the Bank for which shall be its right to seek a writ of mandamus from the Courts in Baldwin County, Alabama, seeking to compel the City to make such payment.

(b) Upon the final determination by the IRS that the interest on the Warrant is taxable to the holder thereof, as a result solely of the action or inaction of the City, the interest rate on the Warrant shall be recalculated to a taxable-equivalent rate based on the prior tax-exempt interest rate on the Warrant, from the date that the interest on the Warrant to the holder thereof is taxable to the date of payment.

Section 11. Authorization of Issuance of Warrant.

(a) The Mayor and the City Clerk, or either of them, are hereby authorized and directed to effect delivery of the Warrant to the Bank and in connection therewith to deliver such closing papers containing such representations as are required to demonstrate the legality and validity of the Warrant and the absence of pending or threatened litigation with respect thereto.

(b) The City Clerk of the City shall give a receipt to the said purchaser for the purchase price paid, and such receipt shall be full acquittal to the said purchaser and the said purchaser shall not be required to see to or be responsible for the application of the proceeds of the Warrant. Nevertheless, the proceeds of the Warrant shall be applied solely to the purposes herein referenced.

Section 12. Entire Agreement; Severability.

This Ordinance represents the entire agreement of the Bank and the City. The provisions of this Ordinance are severable. In the event that any one or more of such provisions or the provisions of the Warrant shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Ordinance or of the Warrant, and this Ordinance and the Warrant shall be construed and enforced as if such illegal or invalid provision had not been contained herein or therein.

Section 13. Repeal of Conflicting Provisions.

All ordinances, proceedings and orders or parts thereof in conflict with this Ordinance are, to the

extent of such conflict, hereby repealed.

Section 14. Provisions of Ordinance a Contract.

The terms, provisions and conditions set forth in this Ordinance constitute a contract between the City and the registered owner of the Warrant and shall remain in effect until the principal of and interest on the Warrant shall have been paid in full.

It was moved by _____ that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of the said ordinance be suspended and that unanimous consent to the immediate consideration and adoption of the said ordinance be given. The motion was seconded by _____ and on roll call was unanimously adopted, those answering aye being:

Ayes: Robert Craft, Mayor
 Philip Harris, Mayor Pro Tempore
 Jennifer Guthrie
 Joe Garris
 Jason Dyken
 Steve Jones

Nays: None

The Mayor declared the motion unanimously carried.

After said ordinance had been discussed and considered in full by the City Council, it was moved by _____ that said ordinance be now placed upon its final passage and adopted. The motion was seconded by _____. The question being put as to the adoption of said motion and the final passage and adoption of said ordinance, the roll was called with the following results:

Ayes: Robert Craft, Mayor
 Philip Harris, Mayor Pro Tempore
 Jennifer Guthrie
 Joe Garris
 Jason Dyken
 Steve Jones

Nays: None

* * *

There being no further business to come before the meeting, it was moved and seconded that the meeting be adjourned. Motion carried.

Minutes Approved

Mayor

CITY SEAL

Attest: _____
City Clerk

STATE OF ALABAMA
BALDWIN COUNTY

CERTIFICATE OF CITY CLERK

I, the undersigned, do hereby certify as follows: (1) I am the duly elected, qualified and City Clerk of the City of Gulf Shores (the "City"), (2) as City Clerk of the City I have access to all original records of the City and I am duly authorized to make certified copies of its records on its behalf, (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the City Council of the City duly held on March 23, 2026, (4) the ordinance set forth in such excerpts is a complete, verbatim and compared copy of such ordinance as introduced and adopted by the City Council on such date, and (5) said ordinance is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as City Clerk of the City of Gulf Shores and have affixed the official seal of the City, this the 23rd day of March, 2026.

City Clerk

CITY SEAL

ORDINANCE NO.
AN ORDINANCE
GRANTING A NON-EXCLUSIVE FRANCHISE
TO THE DOWN UNDER DIVE SHOP
TO UTILIZE THE BODENHAMER RECREATION CENTER POOL
AND AUTHORIZING
THE EXECUTION OF A FRANCHISE AGREEMENT
BETWEEN THE CITY OF GULF SHORES AND THE CORPORATION

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

Section 1. That a nonexclusive franchise be and it is hereby granted to The Down Under Dive Shop which operates within the corporate limits of the City for a term of an initial one (10) month term expiring December 31, 2026 with a renewal option for two (2) additional one (1) year terms.

Section 2. That the Mayor and City Clerk are hereby directed and authorized to execute and attest, respectively, a Franchise Agreement between the City of Gulf Shores and The Down Under Dive Shop, which sets forth the requirements, covenants and agreements of a franchise to the corporation for the provision of such services.

Section 3. That the subject Franchise Agreement, the full text of which is available for examination in the office of the City Clerk, is dated March 23, 2026.

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

ADOPTED this 23rd day of March, 2026.

Robert Craft, Mayor

ATTEST:

Tobi Waters, MMC
City Clerk

C E R T I F I C A T E

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 Ordinance No. (prepared by City Clerk), which Ordinance was duly and legally adopted at a regular meeting of the City Council on March 23, 2026, and the same was duly posted as required by law.

City Clerk