



AGENDA
REGULAR COUNCIL MEETING
CITY OF GULF SHORES, ALABAMA
MARCH 9, 2026
4:00 P.M.

1. Call To Order

2. Invocation

A. Pastor Larry Wood, Saint Andrew By The Sea.

3. Pledge Of Allegiance

4. Roll Call

5. Approval Of Minutes

1. February 23, 2026 - Regular Council Meeting
2. March 2, 2026 - Council Work Session Meeting
3. March 2, 2026 - Special Council Meeting

6. Approval Of Expense Vouchers

7. Presentation Of Petitions, Requests And Communications

A. Public Assembly Permit Application - Jr. City Council Spring Market

Documents:

[PUBLIC ASSEMBLY PERMIT APPLICATION - JR. CITY COUNCIL SPRING MARKET.PDF](#)

8. Public Hearing

A. Resolution - Approve CUP - Crystal Village

Documents:

[PH - RESO - AUTHORIZE CUP SITE PLAN - CRYSTAL VILLAGE BEACH ACCESS \(002\).PDF](#)

9. New Business

A. Resolution - Authorize Wetland Waiver Permit - Lindsey Property

Documents:

[RESO - WETLAND WAIVER PERMIT - LINDSEY PROPERTY.PDF](#)

B. Resolution - Authorize MOU - Valor Hospitality - Lifeguard Services

Documents:

[RESO - APPROVE MOU - VALOR HOSPITALITY PARTNERS, LLC - LIFEGUARD SERVICES.PDF](#)

C. Resolution - Authorize MOU - Gulf State Park Saltwater Pavilion - Lifeguard Services

Documents:

[RESO - APPROVE MOU - GSP SALTWATER PAVILION - LIFEGUARD SERVICES.PDF](#)

D. Resolution - Authorize Contract - TurnerBoone - Justice Center Furniture

Documents:

[RESO - AUTHORIZE CONTRACT - TURNERBOONE - GSJC FURNITURE.PDF](#)

E. Resolution - Authorize Contract - Xybix Systems, Inc. - Justice Center Dispatch Furniture

Documents:

[RESO - AUTHORIZE CONTRACT - XYBIX - GSJC DISPATCH FURNITURE.PDF](#)

F. Resolution - Authorize Demolition Of 2 Unsafe And Nuisance Properties

Documents:

[RESO - DEMOLITION OF 2 UNSAFE AND NUISANCE PROPERTIES.PDF](#)

G. Ordinance - Authorize Bank Loan - Renasant Bank

Documents:

[ORD - MINUTES GULF SHORES GO 2026-B AIRPORT LOC, 4919-2385-1657, 6.PDF](#)

H. Ordinance - Authorize Franchise - MCI metro Access Transmission Services, LLC

Documents:

[ORD - AUTHORIZE FRANCHISE AGREEMENT - MCIMETRO.PDF](#)

I. Ordinance - Amend Code Of Ordinances - Traffic Control Signs

Documents:

[ORD - AMEND CODE - TRAFFIC CONTROL SIGNS AND DEVICES.PDF](#)

10. Committee Reports

11. Staff Reports

12. Hearing Of Persons Not Listed On Formal Agenda

13. Adjourn

Print

Large Group Activity Application - Submission #15777

Date Submitted: 2/2/2026



SMALL TOWN, BIG BEACH™

1. EVENT INFORMATION

Event Name

Gulf Shores Junior City Council Spring Market

Setup Date/Time

March 27 - March 28

Dismantle Date/Time

March 28, 2 PM

Event Start Date

March 28

Event End Date

March 28

Event Hours

9 AM - 2 PM

Event Location/Address

Waterway Village Parking Lot

Property Letter

No file chosen

An official letter from the owner of the property permitting the activity must accompany the application if it is not owned by the applicant.

Applicant

First Name

Lindsey

Last Name

Hart

Phone Number

Address1

1905 West First Street

Address2

City

Gulf Shores

State

Alabama

Zip

36542

Email Address

First Name

Lindsey

Last Name

Hart

Address1

1095 West 1st Street

Address2

City

Gulf Shores

State

Alabama

Zip

36542

Email Address

Internal Event Proposal: Gulf Shores Junior City Council Spring Market

Event Date: March 28, 2026

Location: Waterway Village Parking Lot - 101 East 24th Avenue

Event Time: 9 AM - 2 PM

Setup Time: 7:00 AM

Dismantle Time: 2 PM

Event Summary/Description:

The Gulf Shores Junior City Council Spring Market will bring together local farmers, artisans, and businesses to sell fresh produce, handmade crafts, and unique goods. The event will feature a Kids' Corner, volunteer opportunities for students, and food trucks, creating a fun and engaging community experience while supporting local entrepreneurship.

Operations: The Gulf Shores Farmers/Makers Market will be held Saturday March 28 from 9am to 2pm at Waterway Village(101 E. 24th Avenue.) The event will feature vendor booths for local farmers, artisans, and food trucks, as well as a Kids' Corner with supervised activities.

Vendor Participation: Vendors will register in advance through an application process overseen by the Junior City Council, ensuring a variety of high-quality products. Booth spaces will be clearly marked and assigned.

Set-Up and Tear-Down: Volunteers and Junior City Council members will assist with set-up and tear-down. Vendors will receive designated times to arrive and depart to ensure smooth transitions.

Event Management: Junior City Council members will coordinate event logistics, with volunteers stationed at key areas to assist attendees and vendors. A designated event coordinator will oversee the day-of operations.

Safety and Security: The event will follow all city regulations, including safety guidelines for food trucks and crowd control. First aid kits and a safety station will be available on-site.

Gulf Shores Police Department has agreed to be on-site throughout the event to ensure safety and provide weather monitoring.

Gulf Shores Fire Rescue has also agreed to be on site for safety purposes.

Traffic barricades will be stationed in the parking lot to ensure pedestrian safety. See site map.

Event Logistical Details:

Set-Up:

- Vendors will arrive at 8am for booth setup. Vendors will be responsible for bringing any supplies such as tables, tents and chairs.
- Booth spaces (10x10 feet each) will be marked in advance
- Food trucks will park in a designated area and are required to bring a whisper generator.
- The Kids' Corner will include activity tables, games, and supplies, staffed by volunteers.
- The Entertainment Area will be included in the Kids Corner and marked off for High School performers.

Utilities:

- Power will be available to the kids corner and entertainment area via on-site meter. All other vendors must bring their own supplies.

Sanitation & Hygiene

- Portable restrooms will be available on site with a handwashing station.
- Garbage cans will be placed throughout the venue and collected following the event.

Parking and Accessibility:

- Parking will be provided for vendors and attendees on the lot with clear signage directing traffic. The venue will be accessible for individuals with disabilities.

Volunteers and Staffing:

- City staff, Gulf Shores High School Faculty, Junior City Council members and student volunteers will remain on site for setup, assistance during the event, and cleanup.

Cleanup:

- Vendors will remove their materials at the end of the event.
- Volunteers will ensure the venue is cleaned and trash is properly disposed of.

Rain Plan:

- In case of inclement weather, the event will be canceled.

List of Vendors:

- Vendors have until March 4, 2026, to complete a registration form. A full vendor list will be provided to the Revenue Department one week prior to the event taking place and sales tax will be remitted on site at the close of the market.

Venue Preparation Requests:

Site Cleaning and Setup:

- Ensure the venue is clean and free of debris prior to the event.
- Mark vendor booth spaces (e.g., 10x10 feet) with chalk, tape, or signage.
- Picnic tables provided for attendees to eat at after visiting food trucks.

Utilities:

- Provide access to electricity for the kids corner.

Restrooms:

- Set up portable restrooms with a handwashing station.
- Include at least one restroom that is ADA accessible.

Parking:

- Designate parking areas for vendors and attendees.
- Post clear signage for parking, loading, and unloading zones.
- Barricades needed for pedestrian safety. See map.

Trash and Recycling:

- Place trash cans and recycling bins throughout the venue, especially near food trucks and the Kids' Corner.
- Provide extra bags for trash collection during and after the event.

Event Layout:

- Confirm the layout plan for vendor booths, food trucks, the Kids' Corner, and volunteer stations.
- Set up a main entrance and welcome area with signage or a table for event information.

Emergency Plan:**Emergency Contacts:**

A list of emergency contacts (police, fire department, ambulance services) will be on-site. A designated event coordinator will carry a phone for emergency communication.

- Lindsey Hart - Public Engagement Manager, City of Gulf Shores 251-979-8020
- Ashley Watley - Junior City Council Advisor
- Owen Corcoran - Junior City Council Advisor

Vendor and Attendee Communication:

- Vendors and volunteers will be briefed on emergency procedures before the event starts..

Emergency Announcements

- Announcements will be made if there's an urgent need to evacuate or communicate emergency instructions.
- A mic will be provided in the entertainment area and available for emergency announcements.

First Aid:

- A designated First Aid Station will be set up at the event, equipped with basic supplies such as bandages, ice packs, and a first aid kit.
- Volunteers and staff will be briefed on the location of the First Aid Station.

Severe Weather:

- Monitor weather forecasts leading up to and during the event. In case of severe weather, the market will be canceled.

Crowd Control:

- Volunteers will be stationed throughout the venue to monitor the crowd and provide assistance if needed.
- Clear pathways will be maintained for easy movement and emergency vehicle access.

Lost Children or Items:

- A central booth will be designated as the meeting point for lost children or lost items.
- Volunteers will assist in reuniting families or locating belongings.

Post-Incident Reporting:

- Any incidents will be documented with a detailed report, including actions taken and recommendations for future improvements.

Marketing/Signage:

Event Promotion:

- Social Media: Create posts on platforms like Instagram, Facebook, and Twitter using engaging visuals and event details. The city social media accounts will also share updates.
- Local Media: Submit press releases to local newspapers, radio stations, and community blogs.
- Schools and Community Centers: Distribute flyers and posters to local schools, libraries, and community centers to spread awareness and attract families.
- Business Partnerships: Partner with local businesses to display event flyers or include information in their newsletters.

Signage for the Event:

- **Directional Signs:** Clear signs leading to parking areas, vendor booths, food trucks, and the Kids' Corner.
- **Welcome Banner:** A prominent banner at the entrance to welcome attendees.
- **Vendor Signage:** Encourage vendors to display signs with their business names and information about their products.

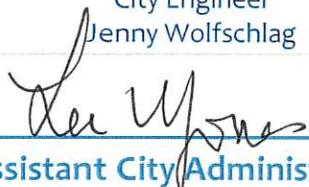


APPLICATION FOR PUBLIC ASSEMBLY

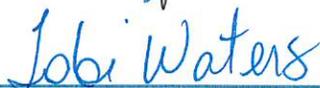
Gulf Shores Jr City Council Market

DEPARTMENT APPROVALS/DENIALS

City Staff	Signature	Date
Capital Projects Director Clint Colvin		2/4
Purchasing Officer Shelby DeBlieux		2/4
Rental Specialist Brian Dugall		2/4
Chief Building Official Brandan Franklin		2/4
Public Works Director Noel Hand		2/4
Recreation & Cultural Affairs Director Grant Brown		2/4
Revenue Supervisor Theresa Daugherty		2/5
Chief of Police Dan Netemeyer		2/4
Fire Chief Mark Sealy	Tammy Approved w/ understanding George Surry will do event inspection	2/5
Planning & Comm Dev. Director Scott Stephens		2/5
Fire Marshal George Surry		2/10
City Engineer Jenny Wolfschlag		2/4


Assistant City Administrator

2/11/26
Date


City Clerk

2/11/26
Date

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held on Monday, March 9, 2026, at the regular Gulf Shores City Council meeting, which begins at 4:00 p.m., in the Gulf Shores City Hall Council Chambers, to consider a Conditional Use Permit (CUP) application for a deeded beach access at 957 West Beach Boulevard.

RESOLUTION NO. - 26

**A RESOLUTION
APPROVING THE ISSUANCE OF A CONDITIONAL USE PERMIT (CUP)
TO ALLOW BEACH ACCESS FOR A 17-LOT COTTAGE SUBDIVISION
AND SETTING FORTH FINDINGS OF FACT AND
CONCLUSIONS, IN ACCORDANCE WITH REQUIREMENTS
OF ARTICLE 3 OF ZONING ORDINANCE NO. 1584
(ZA25-000053)**

WHEREAS, the applicant requests Conditional Use Permit (CUP) approval of a deeded beach access for a 17-lot Cottage Subdivision; and

WHEREAS, in accordance with Article 6-9, *Water Access*, of the Zoning Ordinance, a deeded beach access is only allowed by CUP. The beach access is proposed to be located along the west property line of Ocean House I Condominium (957 West Beach Boulevard); and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON MARCH 9, 2026, as follows:

Section 1. That the decision of the City Council to approve the CUP for Crystal Village to allow a beach access located at 957 West Beach Boulevard is based on the standards of approval in Article 3-4.C. of the Zoning Ordinance.

1. The plan is in accordance with applicable requirements of this Ordinance, including that the proposed use is designated as a Conditional Use within the Applicable District.
2. The development plan shall receive all applicable state and federal approvals and permits.
3. The proposed site development plan is compatible with the goals and stated plans of the City and other governmental agencies for the area, as applicable.
4. The proposed use provides economic benefits and enhances the economic vitality of the surrounding area.
5. The proposed use, if granted, will not burden the infrastructure and street system of the City.
6. The proposed use will not diminish environmental quality of natural resources.
7. The proposed use and Site Plan is compatible with surrounding uses and buildings by virtue of its massing, height, relationship to the street, and architectural character.
8. The use will not cause any injury to the value of other property in the vicinity.
9. The use is so designed, located and proposed to be operated that the public health, safety, welfare and convenience will be protected from any noise, vibration, odor, glare, traffic, or other impact that may be caused by the use.
10. The proposed buildings meet the architectural standards of the City and design guidelines, as applicable.

11. Adequacy of landscaping and screening is provided to protect neighboring properties from any visual intrusions, activities or structures that would detract from the enjoyment of neighboring property.
12. Adequacy of parking and loading arrangement, including whether ingress and egress is so designed as to cause minimum interference with traffic on abutting streets, and that heavy traffic is not introduced on residential streets.

Section 2: Therefore, in accordance with the Zoning Ordinance, the City Council hereby approves the issuance of a Conditional Use Permit for ZA25-000053 Crystal Village Beach Access located at 957 West Beach Blvd., with the express conditions set out below:

1. Prior to the issuance of a Building Permit, ALDOT shall provide approval of the proposed 10ft wide sidewalk within West Beach Boulevard and the pedestrian crosswalk across West Beach Boulevard.
2. Prior to the issuance of a Certificate of Occupancy, the sidewalk and pedestrian crosswalk within West Beach Boulevard, and beach access shall be complete in accordance with the approved plans.
3. Prior to the issuance of a Certificate of Occupancy, 19 parking spaces on Ocean House I's property shall be reconfigured and signed as "Compact Car Spaces".
4. The water access shall only be utilized by the approved 17-lot cottage subdivision. Any other development of the site which increases density shall render the water access approval null and void.
5. The Grant of Appurtenance Easement for the beach access shall be recorded and the recordation number denoted on the Subdivision Plat prior to the issuance of a Certificate of Occupancy.
6. The Declaration of Protective Covenants for Crystal Village Cottages shall be recorded and the recordation number denoted on the Subdivision Plat prior to the issuance of a Certificate of Occupancy.
7. Routine servicing of gates, fences and trash must be done performed by the Crystal Village Home Owners Association and included in the covenants and restrictions.
8. A dune walkover is required for the beach access. It shall be constructed per Alabama Department of Environmental Management guidelines.
9. The four-foot wide landscape strip along the west side of the beach access shall be planted in accordance with the perimeter landscape standards of the Zoning Ordinance prior to a Certificate of Occupancy for the houses within Crystal Village Subdivision.
10. The dune walkover ramp landing shall be approved by ADEM and face towards the east.

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

Further, notification is given that any citizen or interested party may appear before Council on said date and will be given an opportunity to be heard, or may direct written comments to the City Clerk, c/o Gulf Shores City Hall, P O Box 299, Gulf Shores, AL 36547 or through email at (twaters@gulfshoresal.gov) prior to the meeting.

Tobi Waters, MMC
City Clerk

RESOLUTION NO. -26

**A RESOLUTION
AUTHORIZING ISSUANCE OF A WETLAND WAIVER
FOR THE LINDSEY PROPERTY**

WHEREAS, Weygand Wilson Land Surveyors seek a waiver to the Wetlands Protection Ordinance (Chapter 7, Article 17, Code of Ordinances) seeks to plat wetlands on two lots within Resubdivision of Lot 10 Block 1, Unit 2 Gulf Shores Subdivision (Lindsey Property). The property is located at 213 W. 10th Street; and

WHEREAS, the Wetlands Protection Ordinance allows the City Council to grant a waiver following a public hearing and review of the application to establish that all conditions have been met as required for issuance of the waiver in compliance with Chapter 7 of the Code of Ordinances, Buildings, Construction and Related Activities, Article XVII. Wetlands Protection and Regulations, Section 7-573; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON MARCH 9, 2026, as follows:

Section 1. That the City Council of the City of Gulf Shores hereby authorizes and approves the request of Weygand Wilson Land Surveyors for issuance of a wetland waiver to plat wetlands on two lots within Resubdivision of Lot 10 Block 1, Unit 2 Gulf Shores Subdivision (Lindsey Property) with the following conditions:

1. Provide signage on each lot notifying the future property owners of the protected nature of the wetlands; and
2. Reference the protected nature of the wetlands on the deeds of each lot.
3. The subdivision plat shall reference Section 7-581 Monitoring and Enforcement requirements of the Wetland Protection Regulations.

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

ADOPTED this 9th 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 9, 2026.

City Clerk

RESOLUTION NO. - 26

**A RESOLUTION
AUTHORIZING AND DIRECTING THE
MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY,
A MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF GULF SHORES AND VALOR HOSPITALITY PARTNERS, LLC
TO PROVIDE ONSITE LIFEGUARD SERVICES AT THE LODGE AT GULF STATE PARK**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES,
ALABAMA, WHILE IN REGULAR SESSION ON MARCH 9, 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 Memorandum of Understanding between the City of Gulf Shores and Valor Hospitality Partners, LLC to provide lifeguard services to The Lodge at Gulf State Park for the 2026 season, in an amount up to \$20,000.00, to be reimbursed by Valor Hospitality Partners, LLC c/o The Lodge at Gulf State Park. This agreement will be effective from March 1, 2026, through December 31, 2026.

Section 2. That total Cost for Tower 3 Lifeguard \$18,000.00, Half of the cost for Beach 4 is \$13,000.00. All funds are budgeted and no additional funds are needed. Account Number for Expense of funds: 01-535- 51030.

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

ADOPTED this 9th 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 9, 2026.

City Clerk

RESOLUTION NO. - 26

**A RESOLUTION
AUTHORIZING EXECUTION OF
A MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF GULF SHORES AND ALABAMA DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES, DIVISION OF STATE PARKS,
GULF STATE PARK TO PROVIDE ONSITE LIFEGUARD
SERVICES AT THE GULF STATE PARK SALTWATER BEACH PAVILION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES,
ALABAMA, WHILE IN REGULAR SESSION ON MARCH 9, 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 Memorandum of Understanding between the City of Gulf Shores and the Alabama Department of Conservation and Natural Resources, Division of State Parks, Gulf State Park (“GSP”) to provide lifeguard services for the Gulf State Park Saltwater Beach Pavilion for the 2026 season in an amount up to \$36,000.00. This agreement will be effective from March 1, 2026 through December 31, 2026.

Section 2. That the total Cost for Tower 1 & 2 Lifeguards \$47,800.00, half of the cost for Beach 4 is \$13,000.00. All funds are budgeted and no additional funds are needed. Account Number for Expense of funds: 01-535-51030.

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

ADOPTED this 9th 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 9, 2026.

City Clerk

RESOLUTION NO. - 26

**A RESOLUTION
AUTHORIZING EXECUTION OF CONTRACT
BETWEEN THE CITY OF GULF SHORES & TURNERBOONE
TO PROVIDE FURNITURE FOR THE JUSTICE CENTER
IN THE AMOUNT OF \$706,130.73**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON MARCH 9, 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 contract between the City of Gulf Shores and TurnerBoone to provide furniture for the Justice Center, in an amount not to exceed \$706,130.73; and in substantially the form presented to Council this date.

Section 2. That funding for Justice Center Furniture is included in the \$12,337,366 budgeted in FY2026 account Number: 40-879-65505 and purchased under State Contract or State of Alabama-approved purchasing cooperative.

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

ADOPTED this 9th 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 rescheduled regular meeting of the City Council on March 9, 2026.

City Clerk

RESOLUTION NO. - 26

**A RESOLUTION
AUTHORIZING EXECUTION OF CONTRACT
BETWEEN THE CITY OF GULF SHORES & XYBIX SYSTEMS, INC.
TO PROVIDE DISPATCH FURNISHINGS AT THE
NEW JUSTICE CENTER
IN THE AMOUNT OF \$131,891.57**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON MARCH 9, 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 contract between the City of Gulf Shores and Xybix Systems, Inc. to provide dispatch furniture at the new Justice Center, in an amount not to exceed \$131,891.57; and in substantially the form presented to Council this date.

Section 2. That funding for the Dispatch Workstations is included in the \$12,337,366 budgeted in FY2026 account Number: 40-879-65505 and will be purchased under the NASPO purchasing cooperative.

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

ADOPTED this 9th 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 rescheduled regular meeting of the City Council on March 9, 2026.

City Clerk

RESOLUTION NO. -26

**A RESOLUTION
AUTHORIZING AND DIRECTING THE DEMOLITION OF
STRUCTURES DEEMED TO BE UNSAFE
TO THE EXTENT THAT IT IS A PUBLIC NUISANCE AND
AUTHORIZATION OF CONTRACT IN WITH STRICKLNAD CONSTRUCTION
IN AMOUNT NOT TO EXCEED \$30,869.00**

WHEREAS, there are two structures located within the City of Gulf Shores that have been deemed unsafe and public nuisance under *Alabama Code of Law, Section 11-53B.1*. The structures are located at 141 Windmill Ridge Rd and 1420 West Lagoon Ave, Gulf Shores, Alabama.

WHEREAS, 141 Windmill Ridge Rd was declared unsafe for occupancy on August 15, 2025, and the owner was notified to make all necessary repairs by September 14, 2025. This structure caught fire and was severely damaged on September 14, 2025. Once the fire investigation was completed, and with the advice of the city attorney, the owner was issued a demolition permit with conditions and given 45 days to demolish the structure. Those conditions have not been met; and

WHEREAS, 1420 West Lagoon Avenue was declared unsafe October 2024, and the owner was notified to make repairs or demolish the structure within 45 days of receipt of the notice. The owner began clearing debris and asked for additional time to make repairs. All work has been suspended on this site for a period which exceeded six months. After several attempts to contact the owner via mail and posting on the site with no response, the city attorney reviewed the file and agrees the structure should be removed; and

WHEREAS, the City requested and received bids from three contractors. Strickland Construction Company provided the lowest combined bid: \$12,369.00 for 141 Windmill Ridge Road and \$18,500.00 for 1420 West Lagoon Ave.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON MARCH 9, 2026, as follows:

Section 1. That the structures located at 141 Windmill Ridge Road and 1420 West Lagoon Ave, Gulf Shores, Alabama are deemed unsafe to the extent that it is a public nuisance within the meaning of Chapter 53B of Title 11 of the Code of Alabama.

Section 2. That Strickland Construction Company is hereby authorized and directed to demolish the structure located at 141 Windmill Ridge Road, Gulf Shores, AL, in an not to exceed the amount of 12,369.00.

Section 3. That Strickland Construction Company is hereby authorized and directed to demolish the structure located at 1420 West Lagoon Ave., Gulf Shores, AL, in an not to exceed the amount of 18,500.00.

Section 4. That this is not a budgeted item. Invoices will be sent to the owners for payment. Should payment not be received within the allotted time, liens will be placed on the properties.

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

ADOPTED this 9th 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 9, 2026.

City Clerk

**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 the 9th day of March, 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 Tem
 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.

* * *

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE, DELIVERY, AND PAYMENT OF THE CITY'S \$20,000,000 MAXIMUM PRINCIPAL AMOUNT GENERAL OBLIGATION TAXABLE WARRANT, SERIES 2026-B, TO BE DATED THE DATE OF DELIVERY, TO RENASANT 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) Upon the request of The Airport Authority of the City of Gulf Shores (the "Authority"), pursuant to the resolution of the Authority adopted on February 24, 2026, a copy of which has been provided to the City, the City has found and determined that it is in the best public and financial interest of the City to acquire funds to be used by the Authority to design, develop, acquire, construct equip, and operate the "Terminal 1.5 Expansion" (the "Series 2026-B Improvements") at Gulf Shores International Airport (the "Airport").

(b) In order to acquire the funds for the Series 2026-B Improvements, it will be necessary, desirable, and in the best public and financial interest of the City to issue its General Obligation Taxable Warrant, Series 2026-B, to be dated the date of delivery (the "Warrant"), to Renasant Bank (the "Bank"), the original purchaser thereof, on or about March 20, 2026.

(c) The City believes the use of the proceeds of the Warrant by the Authority to construct the Series 2026-B Improvements at the Airport is in the best financial interest of the City and the Authority and will promote the economic development of the City by increasing the utilization of and services offered to residents by the Airport, attracting new visitors and tourists to the City from longer distances, and increasing commerce and employment opportunities for City residents, notwithstanding any incidental benefits accruing to the private users of the Airport.

(d) 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 1901, as amended, will not be more than twenty percent of said assessed valuation.

(e) 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.

(f) 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 principal amount not exceeding \$20,000,000, to be funded in multiple draws as requested by the City from time to time, for the purposes set forth in Section 1 hereof, and the City shall issue the aforesaid Warrant therefor to the Bank as evidence of the loan to the City for such purposes. The City will maintain a form of written request for draws from the Airport Authority with supporting invoices for services and will provide such information to the Bank upon request thereof.

(b) The Warrant shall (1) be dated the date of delivery and payment, (2) bear interest at the fixed per annum interest rate of 4.800%, (3) be payable in semi-annual installments of interest only with a final principal maturity date of March 20, 2029, (4) be subject to redemption prior to maturity in whole or in part, at any time, without premium or penalty, and (5) be registered and transferred, all as provided therefor in the form of the Warrant in Section 3 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.

Section 3. 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 TAXABLE WARRANT
SERIES 2026-B**

No. R-1

\$20,000,000

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 Renasant Bank (herein called the "Payee"), its successors and assigns, the principal sum of

**TWENTY MILLION DOLLARS
(\$20,000,000)**

as hereinafter provided, and to pay solely from said warrant fund interest on the unpaid balance of said principal amount outstanding hereunder from the date of issuance of this Warrant until payment in full, at a fixed per annum rate of interest equal to 4.800% (computed on a 30/360 basis), said principal and interest being payable as follows:

(a) On September 20, 2026, March 20, 2027, September 20, 2027, March 20, 2028, September 20, 2028, and March 20, 2029, the interest due hereon; and

(b) On March 20, 2029, 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, in inverse order of principal installment due date, 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 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 on March 9, 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 the "Series 2026-B General Obligation Taxable 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 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 the principal of and interest on this Warrant shall be made only to or upon the order of the registered owner hereof or its legal representative, and neither the City nor any agent of the City shall be affected by any notice to the contrary. Payment of principal of and interest on this Warrant shall be valid and effectual to satisfy and discharge the liability of the City upon this Warrant to the extent of the amounts so paid.

This Warrant may be transferred only upon written request of the registered owner or its legal representative addressed to the City, such transfer to be recorded on said book of registration and endorsed hereon by the City. Upon presentation to the City for transfer, this Warrant must be accompanied by a written instrument or instruments of transfer satisfactory to the City, duly executed by the registered owner or its attorney duly authorized in writing, and the City shall endorse on the schedule attached hereto for such purpose the principal amount of this Warrant unpaid and the interest accrued hereon to the date of transfer. No charge shall be made for the privilege of transfer, but the registered owner of this Warrant requesting any such transfer shall pay any tax or other governmental charge required to be paid with respect thereto.

It is hereby recited, certified and declared that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description and that all acts, conditions and things required by the Constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the execution, registration and issuance of this Warrant and the adoption of the Authorizing Proceedings have happened, do exist and have been performed in time, form and manner as so required.

IN WITNESS WHEREOF, the City, acting by and through its governing body, has caused this Warrant to be executed in its name and on its behalf by its Mayor and its municipal seal to be hereunto affixed and attested by its City Clerk, and has caused this Warrant to be dated March 20, 2026.

CITY OF GULF SHORES

SEAL

By: _____
Its: Mayor

Attest: _____
City Clerk

REGISTRATION CERTIFICATE

I hereby certify that this Warrant has been duly registered by me as a claim against the City of Gulf Shores and the Series 2026 Warrant Fund referred to herein.

Director of Finance and Administration

REGISTRATION OF OWNERSHIP

This Warrant is recorded and registered on the registry books of the City of Gulf Shores in the name of the last owner named below. The principal of and interest on this Warrant shall be payable only to or upon the order of such registered owner.

<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Signature of Authorized Officer of City</u>
<u>Mar. 20, 2026</u>	<u>Renasant Bank</u>	_____, City Clerk
_____	_____	_____

ENDORSEMENT BY CITY OF UNPAID PRINCIPAL AND
ACCRUED INTEREST ON DATE OF TRANSFER

<u>Date of Transfer</u>	<u>Principal Unpaid</u>	<u>Accrued Interest on Date of Transfer</u>	<u>Signature of Authorized Officer of City</u>
_____	_____	_____	_____
_____	_____	_____	_____

Section 4. 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 5. 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-B General Obligation Taxable 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 6. 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 continue to bear interest at the same fixed rate of 4.800% per annum from and after the maturity or due dates thereof, if not then paid.

Section 7. Not Federally Tax Exempt; No Designation of Warrant Pursuant to Section 265 of the Code.

Interest on the Warrant is includable as gross income for federal income taxation to the holder thereof. The City has not designated the Warrant as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. The Warrant is not "bank qualified."

Section 8. 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 already provided 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 9. Event of Default, Sole Remedy

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.

Section 10. 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 11. 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 12. 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 13. 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 Tem
 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 Tem
 Jennifer Guthrie
 Joe Garris
 Jason Dyken
 Steve Jones

Nays: None

The Mayor thereupon declared said motion carried and the ordinance passed and adopted as introduced and read.

* * *

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 9, 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 9th day of March, 2026.

City Clerk

CITY SEAL

ORDINANCE NO.

**FRANCHISE AGREEMENT BETWEEN THE CITY OF GULF SHORES, ALABAMA
AND MCIMETRO ACCESS TRANSMISSION SERVICES LLC,
THE CODE OF ORDINANCES OF
THE CITY OF GULF SHORES, ALABAMA**

Section 1. FRANCHISE AGREEMENT BETWEEN THE CITY OF GULF SHORES, ALABAMA AND MCIMETRO ACCESS TRANSMISSION SERVICES LLC, THE CODE OF ORDINANCES OF CITY OF GULF SHORES, ALABAMA, as such may be amended from time to time are incorporated herein by reference as if fully set out herein, including, but not limited to, the definitions set forth therein.

Section 2. *Grantee.* MCImetro Access Transmission Services LLC, as a provider of services, who, along with its lawful successor(s), transferee(s), or assignee(s), shall hereinafter be referred to as “Grantee”, has made application for a franchise.

Section 3. *Grant.* The City of Gulf Shores, Alabama (hereinafter “City”), where the City has the right and authority to do so, hereby grants to the Grantee a non-exclusive franchise to construction, maintain, and operate communication facilities in the rights-of-way in accordance with and subject to the provisions of CODE OF ORDINANCES CITY OF GULF SHORES, ALABAMA, applicable law, and any mutually acceptable additional terms, as may be set forth in this Franchise Agreement or any attachments thereto. Approval of installation of facilities at specific locations or on specific support structures will be administered through the permitting process.

Section 4. *Certifications.* Grantee hereby certifies as follows:

(a) Grantee is a Foreign Limited Liability Company, duly organized, validly existing, and in good standing under the laws of the State of Alabama, is qualified to do business under the laws of the State of Alabama, and has the power and authority to own its properties, to carry on its business as now being conducted and as proposed in its franchise application, to execute and deliver the acceptance of this Franchise, to carry out the transactions contemplated hereby, and to perform and carry out all obligations on its part to be performed under and pursuant to this Franchise.

(b) Grantee, as of the date of the grant of this Franchise, has adequate financial resources to install its utility facilities in accordance with the provisions of the CODE OF ORDINANCES CITY OF GULF SHORES, ALABAMA, and knows of no technical or legal impediment which would prevent it from performing as contemplated in said CODE OF ORDINANCES CITY OF GULF SHORES, ALABAMA

(c) Grantee is not prohibited by any agreement or applicable law from executing and accepting this Franchise.

(d) The person executing the written Acceptance of this Franchise has full authority to act on behalf of Grantee and to accept and agree to this Franchise.

(e) All corporate actions and consents required on Grantee’s part to execute and deliver the acceptance of this Franchise have been completed.

The foregoing certifications are material to the grant of this Franchise. A breach of any of the certifications in subsections (a) through (d) above shall constitute a non-curable default under this Franchise and shall entitle the City to immediately revoke the Franchise for cause. A breach of the certification contained in subsection (e) shall constitute a curable default under this Franchise, wherein following written notice, Grantee will have reasonable time to cure such default.

Section 5. *Nonexclusive.* Grantee's use of the rights-of-way pursuant to CODE OF ORDINANCES CITY OF GULF SHORES, ALABAMA and this Franchise shall be nonexclusive. The City specifically reserves the right to grant, at any time and from time to time, such additional franchises, licenses, use agreements or other rights to use the rights-of-way for any purpose as determined by the City, and to any other person, including itself, as it deems appropriate, subject to applicable law.

Section 6. *No title.* The grant of this Franchise shall not convey title, equitable or legal, in the rights-of-way, and the rights granted by this Franchise do not excuse the Grantee from obtaining appropriate access or attachment agreements before locating its facilities on another person's poles or support structures in the rights-of-way.

Section 7. *Term of Franchise.* Subject to termination or revocation, this Franchise shall be valid for a period of five (5) years commencing on the date of adoption of this resolution (hereinafter referred to as "Effective Date"). Upon Grantee's written certification to the public works director within 30 days of the expiration of the Franchise that Grantee remains in compliance with the provisions of CODE OF ORDINANCES CITY OF GULF SHORES, ALABAMA, including this Franchise and each outstanding permit, then the Franchise will be automatically extended for an additional five (5) year term without further action required by the City.

Section 8. *Franchise Fees.*

(a) *Fees.* Beginning one year from the effective date of this agreement, Grantee must pay to the City a quarterly franchise fee in an amount equal to three percent (3%) of its gross revenues derived from providing service in the City for the preceding three (3) months. Fees shall be payable for each quarter ending on March 31, June 30, September 31 and December 31 of each year during the term of this agreement.

(b) *Payment.* Each payment shall be accompanied by a statement showing the gross revenues by category and the manner in which the fee was calculated. Grantee shall specifically describe what revenues were included and excluded in calculating the franchise fee, and any adjustment made to gross revenues. The statement and fee payments shall be personally delivered or mailed to the City on or before the 15th of the month following the close of the preceding quarter to City of Gulf Shores Finance Department, PO Box 299, Gulf Shores AL, 36547.

(c) *Penalties and Interest.* All franchise fees not paid within 30 days from the date they fall due shall be increased by five percent (5%) for the first 30 days they shall be delinquent, or fraction thereof, and shall be increased by an additional five percent (5%) for a delinquency of 60 or more days, but this provision shall not be deemed to authorize the delay of 30 days in the payment of the fees due, which may be enforced at once. If the Grantee fails to timely pay any amounts due and owing according to the terms of this CODE OF ORDINANCES CITY OF GULF SHORES, ALABAMA Chapter 8, then Grantee shall pay interest on the unpaid balance from the date of the due date to the City.

All notices or demands shall be deemed effective, if personally delivered, upon delivery, and if mailed, certified mail, return receipt requested, three (3) days after mailing. The City or Grantee may from time to time designate in writing any other address for this purpose to the other party; provided, however, in no event will either the City or the Grantee be required at any time to send any notices or demands to more than two (2) designated addresses, even in the event that this Franchise is transferred or assigned in whole or part. Nothing herein shall prevent the parties from affecting personal deliveries via e-mail.

Section 15. Captions. The captions to sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

Section 16. Severability. The severability provisions of the City Code are rules of construction specifically included herein by reference as if fully set forth.

Section 17. Governing law. This Franchise granted and every question arising hereunder shall be construed or determined according to the laws of the State of Alabama and applicable federal law.

Section 18. When ordinance effective. This Franchise shall become effective upon its adoption.

ACCEPTED AND AGREED TO BY the undersigned Grantee on this the 9th day of March, 2026.

By: _____
Dina Dye, Grantee
Its: Associate Director – Network Regulatory/Real Estate

By: _____
Robert Craft, Mayor
The City of Gulf Shores

THIS AGREEMENT is entered this 9th day of March 2026 by and between the City of Gulf Shores, an Alabama Municipal Corporation, and MCImetro, Franchisee.

Attest: _____
Tobi Waters, City Clerk

ORDINANCE NO.
AN ORDINANCE
TO AMEND THE CODE OF ORDINANCES,
ADOPTED JULY 24, 1989,
AT CHAPTER 21, TRAFFIC, ARTICLE I., IN GENERAL,
BY ADDING CERTAIN LANGUAGE
AT SECTION 21-4, TRAFFIC CONTROL SIGNS AND DEVICES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON MARCH 9, 2026, as follows:

Section 1. That Chapter 21, TRAFFIC, of the Code of Ordinances, adopted July 24, 1989, be and it is hereby amended by adding certain language at Article I., In General, Section 21-4, Traffic Control Signs and Devices by amending the Vulcan Traffic Management Services Plan to include the installation of a Stop traffic control signage at the intersection of West Canal Drive and West Fourth Street, so the entire section shall read:

CHAPTER 21 TRAFFIC

ARTICLE I. IN GENERAL

* * *

Sec. 21-4. Traffic Control Signs and Devices.

* * *

- (1) The intersection of Treasure Oaks Rd and Millhouse Road to be 4-way stop intersection.
- (2) The intersection of West 2nd Street at Midtown Commercial Center to be a 4 way stop intersection.

* * *

Section 2. That this Ordinance shall become effective upon its adoption and publication as required by law.

ADOPTED this 9th day of MARCH, 2026.

Robert Craft, Mayor

ATTEST:

Tobi Waters, MMC
City Clerk

CERTIFICATE

I Tobi Waters, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Ordinance No. (prepared by City Clerk), which Ordinance was duly and legally adopted at a regular meeting of the City Council on March 9, 2026 and the same was duly published as required by law.

City Clerk