

**CITY OF SPANISH FORT
CITY COUNCIL MEETING
AGENDA**

Regular Meeting
August 4, 2025
Spanish Fort Community Center
6:00 p.m.

- I. CALL TO ORDER
- II. ROLL CALL
- III. INVOCATION
- IV. PLEDGE OF ALLEGIANCE
- V. APPROVAL OF THE MINUTES OF THE PREVIOUS MEETINGS

Work Session July 21, 2025
Regular Meeting July 21, 2025
Work Session July 30, 2025

- VI. REPORTS OF COMMITTEES AND OFFICERS
- VII. PUBLIC PARTICIPATION
- VIII. ANNOUNCEMENTS

Voting District Maps for the upcoming municipal elections can be found under the Municipal Elections tab on our website, www.cityofspanishfort.com. The municipal election will be held on Tuesday, August 26, 2025. The Spanish Fort Community Center will serve as the polling place in the City of Spanish Fort.

- IX. OLD BUSINESS
- X. NEW BUSINESS

Promotion Ceremony for Fire Department Employees

Ordinance No. 714-2025-----An Ordinance Granting a Non-exclusive Franchise to the Utilities Board of the City of Foley d/b/a Riviera Utilities, for the Purpose of Maintaining Distribution Lines for the Provision of Electrical Service within the Public Rights-of-Way within the City of Spanish Fort

Ordinance No. 716-2025-----An Ordinance Exempting Certain “Covered Items” from the Municipal Sales and Use Tax During the Last Full Weekend of February 2026

Ordinance No. 718-2025-----An Ordinance Annexing Certain Property into the Corporate Limits of the City of Spanish Fort, Alabama

Resolution No. 1517-2025----A Resolution Accepting Certain Streets for Maintenance

Resolution No. 1533-2025----A Resolution Authorizing the Mayor to Enter into a Contract for Services between the City of Spanish Fort, Alabama, and the Consultant for Park and Recreational Activities to the City Council

Resolution No. 1534-2025-----A Resolution Authorizing the Mayor of the City of Spanish Fort to Enter into a Contract for Services between the City of Spanish Fort, Alabama, and the Spanish Fort Sports Association

Resolution No. 1535-2025-----A Resolution Authorizing the Mayor to Enter into an Agreement with the Baldwin County Economic Development Alliance

Resolution No. 1536-2025-----A Resolution Authorizing the Mayor to Enter into a Contract between the City of Spanish Fort, Alabama, and the Eastern Shore Chamber of Commerce

Resolution No. 1537-2025-----A Resolution Authorizing the Mayor to Enter into an Agreement with the Mobile Bay National Estuary Program

Resolution No. 1538-2025-----A Resolution Authorizing the Mayor to Contract with Care House, Inc., D/B/A the Baldwin County Child Advocacy Center, for Services Provided to the City of Spanish Fort, Alabama

Resolution No. 1539-2025-----A Resolution Authorizing the Mayor to Execute an Agreement between the State of Alabama Department of Conservation and Natural Resources and the City of Spanish Fort, Alabama, for Gulf of Mexico Energy Security Act (GOMESA) Funds

Resolution No. 1541-2025-----A Resolution Authorizing Employees of the City of Spanish Fort to Make a One-Time Donation of Accrued Sick Leave to a Sick Leave Bank for an Employee

Resolution No. 1542-2024-----A Resolution Authorizing the Mayor to Enter into an Agreement with Sunset Contracting, Inc., for Repairs at Sara Avenue

Resolution No. 1543-2025-----A Resolution to Purchase Equipment Using Opioid Settlements Funds

XI. ADJOURN TO NEXT MEETING
Work Session and Regular Meeting, August 18, 2025

Spanish Fort City Council

Minutes, Work Session, Monday, July 21, 2025

The City Council of the City of Spanish Fort, Alabama, met July 21, 2025, at 4:01 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

The following Councilmembers were present: Curt Smith, Carl Gustafson, Shane Perry, Stephen Winn, Mary Brabner and Mayor McMillan. A quorum being present, the work session proceeded.

The Council discussed general municipal business.

City Attorney David Conner made a recommendation that the City Council go into executive session in accordance with the Alabama Open Meetings Act to discuss the general reputation and character of certain individuals and, subject to the limitations set out therein, to discuss the job performance of certain public employees; to discuss the legal ramifications of and legal options for pending litigation, controversies not yet being litigated, but imminently likely to be litigated, or imminently likely to be litigated if the governmental body pursues a proposed course of action; and to discuss the consideration the governmental body is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property. Mr. Conner made an oral declaration that the exceptions under the Open Meetings Act are applicable to the planned discussion. A motion was made by Councilmember Perry and seconded by Councilmember Gustafson to go into executive session at 5:15 p.m. to discuss the aforementioned matters. Mayor McMillan called for the polling of votes. Voting “aye” were Councilmembers Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan announced that the executive session would last approximately 45 minutes, and that the Work Session would resume upon the conclusion of the executive session.

The Council reconvened at 5:55 p.m.

The Council discussed general municipal business.

There being no further business before the Council, the work session adjourned at 5:56 p.m.

Approved this _____ day of August, 2025.

Rebecca A. Gaines, CMC
City Clerk

Spanish Fort City Council

Minutes, Work Session, Wednesday, July 30, 2025

The City Council of the City of Spanish Fort, Alabama, met July 30, 2025, at 4:02 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

The following Councilmembers were present: Curt Smith, Carl Gustafson, Shane Perry, Stephen Winn, Mary Brabner and Mayor McMillan. A quorum being present, the work session proceeded.

The Council discussed general municipal business.

There being no further business before the Council, the work session adjourned at 5:43 p.m.

Approved this _____ day of August, 2025.

Rebecca A. Gaines, CMC
City Clerk

**Spanish Fort City Council
Minutes, Regular Meeting, July 21, 2025**

CALL TO ORDER

The City Council of the City of Spanish Fort, Alabama, met Monday, July 21, 2025, at 6:00 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

ROLL CALL

The following Councilmembers were present: Curt Smith, Carl Gustafson, Shane Perry, Stephen Winn, Mary Brabner and Mayor McMillan. A quorum being present, the meeting proceeded.

INVOCATION AND PLEDGE OF ALLEGIANCE

City Attorney David Conner led the invocation and Pledge of Allegiance.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

The minutes of the Meeting and Work Session of July 7, 2025, were distributed to each member, and Mayor McMillan called for any corrections. Mayor McMillan declared the minutes approved as submitted.

REPORTS OF COMMITTEES AND OFFICERS

Councilmember Curt Smith reported that the Planning Commission held a meeting on Monday, July 14, 2025, and approved (1) an application for land use to allow an auto and truck service station east of the MAPCO gas station at Highway 31 and Eastern Shore Blvd.; (2) an application for minor subdivision approval for a replat of Lots 64 and 65 in Garrison Ridge Subdivision at 6626 Garrison Drive; and (3) site approval for an electric vehical charging station at 30223 Eastern Shore Court, behind Cracker Barrel.

Councilmember Carl Gustafson reported that the Junior City Council Meeting was held on Monday, July 14, 2025. Projects discussed included a movie night held in conjunction with the Library, a spring gardening event and a foster/adoption day at Loyalty Park.

Councilmember Mary Brabner presented a video showcasing the use of Public School Commission funds to provide reading enrichment and interventionalists to help with reading deficits at Spanish Fort Elementary School.

PUBLIC PARTICIPATION

Steve LeMoine of 217 General Canby Loop addressed the Council and stated he is running for City Councilmember in District 5. Mr. LeMoine stated he and his family moved to Spanish Fort in 2020. Mr. LeMoine stated he has served on the Public School Commission, the Planning Commission and as a volunteer firefighter with the Spanish Fort Fire Rescue Department.

ANNOUNCEMENTS

Voting District Maps for the upcoming municipal elections can now be found under the Municipal Elections tab on our website, www.cityofspanishfort.com. The municipal election will be held on Tuesday, August 26, 2025. The Spanish Fort Community Center will serve as the polling place in the City of Spanish Fort.

Mayor McMillan announced a joint project involving the City of Spanish Fort, the Baldwin County Commission, the Cooperative District for the City of Spanish Fort – Highway 181 Public Facilities, Sonya and Butch Cole, owners of Eastern Shore Lanes, and Malbis Plantation, LLC. The first phase of the project would involve the construction of a roadway connecting US Highway 31 and Eastern Shore Blvd. across lands owned by Malbis Plantation, Inc. and Cole Properties, LLC. The roadway project would be financed in part through the Baldwin County 30 Cubed Program, with the remaining financing being provided by the City of Spanish Fort and/or the Cooperative District for the City of Spanish Fort – Highway 181 Public Facilities. Future phases of the project would involve the construction of a proposed sports facility with up to 10 baseball fields, which could be used for multiple sports. Mayor McMillan thanked all parties involved, including the City Council,

the Board members of the Cooperative District, Sandra and Butch Cole, Malbis Plantation, the Baldwin County Commission, the City Attorney, Sawgrass Consulting, LLC and City staff for their work on the project.

OLD BUSINESS

There was none.

NEW BUSINESS

Announcement of RFQ Applicants Who Submitted Responses to the City’s Request for Qualifications for the Comprehensive Plan

Mayor McMillan announced the following companies submitted responses to the City’s Request for Qualifications for the development of a new Comprehensive Plan for the City of Spanish Fort:

City Explained, Inc.
Creative Engagement Solutions, LLC
Dewberry Engineers, Inc.
Goodwyn Mills Cawood
Houseal Lavigne
KPS Group, Inc.
SSR, Inc.

The City Council will have a series of work sessions, beginning on July 30, 2025, at 4:00 p.m. to consider applications.

Presentation of Anniversary Plaques to Employees

Mayor McMillan presented anniversary plaques to the following City employees:

5 Year Plaques

| | |
|----------------|-------------------|
| Walter Ayer | Police Department |
| John W. Barber | Police Department |
| Carl F. Reed | Police Department |

10 Year Plaques

| | |
|-------------------|---------------------------|
| Carol A. Caldwell | Administrative Department |
| Heath O. Harville | Police Department |

20 Year Plaques

| | |
|------------------------|-------------------|
| Steven L. McGough, Jr. | Police Department |
| Mark A. Sarubin | Police Department |

25 Year Plaques

| | |
|------------------|-------------------|
| Heath R. Gilmore | Police Department |
|------------------|-------------------|

Mayor McMillan thanked all employees for their service.

Audits for Fiscal Year 2023-2024

• The City of Spanish Fort

Mayor McMillan presented the general audit for the City of Spanish Fort for the Fiscal Year 2023-2024. Rachel Young and Earl Blackmon of Avizo Group explained the audit contents and findings. Mayor McMillan opened the public hearing. There were no comments. Mayor McMillan closed the public hearing. Discussion followed.

A motion was made by Councilmember Brabner and seconded by Councilmember Gustafson to approve the 2023-2024 Fiscal Year Audit for the City of Spanish Fort. Discussion followed. Mayor

McMillan called for a polling of votes. Voting “aye” were Councilmembers Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the motion carried, and the audit was approved.

• **Single Audit for the City of Spanish Fort**

Mayor McMillan presented the single audit for the City of Spanish Fort for the Fiscal Year 2023-2024. Rachel Young and Earl Blackmon of Avizo Group explained the audit contents and findings. Mayor McMillan opened the public hearing. There were no comments. Mayor McMillan closed the public hearing. Discussion followed.

A motion was made by Councilmember Smith and seconded by Councilmember Brabner to approve the 2023-2024 Fiscal Year Single Audit for the City of Spanish Fort. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the motion carried, and the audit was approved.

• **The Cooperative District of the City of Spanish Fort – Highway 181 Public Facilities**

Mayor McMillan presented the audit for the Cooperative District of the City of Spanish Fort -- Highway 181 Public Facilities for the Fiscal Year 2024-2025. Rachel Young and Earl Blackmon of Avizo Group explained the audit contents and findings. Mayor McMillan opened the public hearing. There were no comments. Mayor McMillan closed the public hearing. Discussion followed.

A motion was made by Councilmember Gustafson and seconded by Councilmember Perry to approve the 2023-2024 Fiscal Year Audit for the Cooperative District of the City of Spanish Fort -- Highway 181 Public Facilities. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the motion carried, and the audit was approved.

• **The Cooperative District of the City of Spanish Fort – Highway 98 Public Facilities**

Mayor McMillan presented the audit for the Cooperative District of the City of Spanish Fort -- Highway 98 Public Facilities for the Fiscal Year 2023-2024. Rachel Young of Avizo Group explained the audit contents and findings. Mayor McMillan opened the public hearing. There were no comments. Mayor McMillan closed the public hearing. Discussion followed.

A motion was made by Councilmember Curt Smith and seconded by Councilmember Gustafson to approve the 2023-2024 Fiscal Year Audit for the Cooperative District of the City of Spanish Fort -- Highway 98 Public Facilities. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the motion carried, and the audit was approved.

Ordinance No. 714-2025

Mayor McMillan presented Ordinance No. 714-2025, an ordinance granting a non-exclusive franchise to the Utilities Board of the City of Foley d/b/a Riviera Utilities for the purpose of maintaining distribution lines for the provision of electrical service within the public rights-of-way within the City of Spanish Fort . David Conner explained the proposed Ordinance. Mayor McMillan opened the public hearing. There were no speakers. Mayor McMillan closed the public hearing. Discussion followed.

Ordinance No. 715-2025

Mayor McMillan presented Ordinance No. 715-2025, an ordinance establishing rules and regulations for the Spanish Fort Town Center Park in the City of Spanish Fort, Alabama. Discussion followed.

A motion was made by Councilmember Brabner and seconded by Councilmember Gustafson to adopt Ordinance No. 715-2025 with an amendment to remove proposed playground rule no. 5. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were

Councilmembers Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Ordinance adopted.

Ordinance No. 716-2025

Mayor McMillan introduced Ordinance No. 716-2025, an ordinance exempting certain “Covered Items” from the municipal sales and use tax during the last full weekend of February 2026. Discussion followed.

Resolution No. 1527-2025

Mayor McMillan presented Resolution No. 1527-2025, a resolution authorizing the Mayor to execute an agreement between the City of Spanish Fort and Sawgrass Consulting, LLC. David Conner explained the proposed Resolution. Discussion followed.

A motion was made by Councilmember Perry and seconded by Councilmember Smith to adopt Resolution No. 1527-2025. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1529-2025

Mayor McMillan introduced Resolution No. 1529-2025, a resolution authorizing the Mayor to execute an agreement between the City of Spanish Fort and Sawgrass Consulting, LLC. David Conner explained the proposed Resolution. Discussion followed.

A motion was made by Councilmember Brabner and seconded by Councilmember Smith to adopt Resolution No. 1529-2025. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1532-2025

Mayor McMillan presented Resolution No. 1532-2025, a resolution authorizing the Mayor to enter into a contract for the provision of athletic camps. David Conner explained the proposed Resolution. Discussion followed.

A motion was made by Councilmember Perry and seconded by Councilmember Smith to adopt Resolution No. 1532-2025. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1533-2025

Mayor McMillan introduced Resolution No. 1533-2025, a resolution authorizing the Mayor to enter into a contract for services between the City of Spanish Fort, Alabama, and the Consultant for Park and Recreation Activities to the City Council. David Conner explained the proposed Resolution. Discussion followed.

Resolution No. 1534-2025

Mayor McMillan introduced Resolution No. 1533-2025, a resolution authorizing the Mayor to enter into a contract for services between the City of Spanish Fort, Alabama, and the Spanish Fort Sports Association. David Conner explained the proposed Resolution. Discussion followed.

Resolution No. 1535-2025

Mayor McMillan introduced Resolution No. 1535-2025, a resolution authorizing the Mayor to enter into an agreement with the Baldwin County Economic Development Alliance. David Conner explained the proposed Resolution. Discussion followed.

Resolution No. 1536-2025

Mayor McMillan introduced Resolution No. 1536-2025, a resolution authorizing the Mayor to enter into a contract between the City of Spanish Fort, Alabama, and the Eastern Shore Chamber of Commerce. David Conner explained the proposed Resolution. Discussion followed.

Resolution No. 1537-2025

Mayor McMillan introduced Resolution No. 1537-2025, a resolution authorizing the Mayor to enter into an agreement with the Mobile Bay National Estuary Program. David Conner explained the proposed Resolution. Discussion followed.

Resolution No. 1538-2025

Mayor McMillan introduced Resolution No. 1538-2025, a resolution authorizing the Mayor to contract with Care House, Inc., d/b/a the Baldwin County Child Advocacy Center, for services provided to the City of Spanish Fort, Alabama. David Conner explained the proposed Resolution. Discussion followed.

Resolution No. 1539-2025

Mayor McMillan introduced Resolution No. 1539-2025, a resolution authorizing the Mayor to execute an agreement between the State of Alabama Department of Conservation and Natural Resources and the City of Spanish Fort, Alabama, for Gulf of Mexico Energy Security Act (GOMESA) funds. David Conner explained the proposed Resolution. Discussion followed.

Resolution No. 1540-2025

Mayor McMillan introduced Resolution No. 1540-2025, a resolution declaring an emergency and authorizing the Mayor to execute a contract to perform emergency repairs at Lancers Lane and Caisson Trace. David Conner explained the proposed Resolution. Discussion followed.

A motion was made by Councilmember Brabner and seconded by Councilmember Smith to suspend the rules for immediate consideration of Resolution No. 1540-2025. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the motion carried and the rules suspended to allow immediate consideration of Resolution No. 1540-2025.

A motion was made by Councilmember Gustafson and seconded by Councilmember Perry to adopt Resolution No. 1540-2025. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

ADJOURNMENT

There being no further business before the Council, the meeting adjourned at 6:43 p.m.

Approved this ____ day of August, 2025.

Rebecca A. Gaines
City Clerk.

ORDINANCE NO. 714-2025

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO THE UTILITIES BOARD OF THE CITY OF FOLEY D/B/A RIVIERA UTILITIES, FOR THE PURPOSE OF INSTALLING AND MAINTAINING ELECTRIC TRANSMISSION, DISTRIBUTION AND SERVICE LINES FOR THE PROVISION OF ELECTRICAL SERVICE WITHIN THE PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, the Utilities Board of the City of Foley d/b/a Riviera Utilities is now, and has been since the incorporation of the City of Spanish Fort, Alabama ("the City"), furnishing electricity to the people, businesses, and industries in the City; and

WHEREAS, the City previously issued a municipal franchise to Riviera Utilities in 1994 in Ordinance 1994-7 to continue to provide electricity in the City, which has now expired; and

WHEREAS, the City desires to grant a new franchise to Riviera Utilities as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. The City Council of the City of Spanish Fort does hereby grant to the Utilities Board of the City of Foley d/b/a Riviera Utilities ("Riviera Utilities" or "Franchisee"), a public corporation organized under the laws of the State of Alabama, a non-exclusive franchise granting the authority to install and maintain electric transmission, distribution and service lines for the provision of electrical service in the City of Spanish Fort, subject to all applicable laws, rules and regulations and the terms and conditions set forth in the following agreement:

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered into on this the ____ day of _____, 2025, by and between the City of Spanish Fort, Alabama, a municipal corporation organized under the laws of the State of Alabama (the "City"), and the Utilities Board of the City of Foley d/b/a Riviera Utilities, a public corporation organized under the laws of the State of Alabama (the "Franchisee").

WITNESSETH:

WHEREAS, the Utilities Board of the City of Foley d/b/a Riviera Utilities is now, and has been since the incorporation of the City of Spanish Fort, Alabama ("the City"), furnishing electricity to the people, businesses, and industries in the City; and

WHEREAS, the City previously issued a municipal franchise to Riviera Utilities in 1994 in Ordinance 1994-7 to continue to provide electricity in the City, which has now expired; and

WHEREAS, the City desires to grant a new franchise to Riviera Utilities as set forth herein.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) paid by the Franchisee to the City and the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Franchisee do hereby mutually covenant and agree as follows:

1. Defined Terms. For purposes of this Agreement, the following terms, words and phrases shall have the meanings set forth below.

1.1. “City” means the City of Spanish Fort, Alabama, a municipal corporation organized under the laws of the State of Alabama.

1.2. “City Building Official” means the Building Official of the City, or his or her designee.

1.3. “City Council” means the City Council of the City of Spanish Fort, Alabama.

1.4. “Franchisee” shall mean the Utilities Board of the City of Foley d/b/a Riviera Utilities, a public corporation organized under the laws of the State of Alabama.

1.5. “Person” means any natural or corporate person, business, association or other business entity including, but not limited to, a partnership, sole proprietorship, limited liability company, limited liability partnership, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.

1.6. “Rights-of-Way” means the surface of, and the space above and below, any public street, boulevard, road, highway, freeway, lane, alley, court, sidewalk, parkway, river, tunnel, viaduct, bridge belonging to or under the control of the City and any other property within the City to the extent to which there exists public easements or public rights-of-way, subject to all applicable federal, state, and local laws, rules and regulations and the rights of third-parties.

1.7. Reserved.

1.8. Reserved.

1.9. “System” shall mean a system of transmission lines, distribution lines, service lines, conduit, poles, transformers and all other electrical distribution facilities of any type associated with the operation of electric transmission lines and distribution facilities in the Rights-of-Way by the Franchisee.

2. Grant of Authority. The City hereby grants to the Franchisee the non-exclusive authority to construct, install, operate and maintain the System in and along the Rights-of-Way, subject to all applicable federal, state, and local laws, rules and regulations and the terms and conditions contained in this Agreement. The Franchisee shall hereby have the right to provide service and sell electricity to certain persons located within the corporate limits of the City and to transport electricity within and through the City for delivery beyond and outside the City, subject to the terms and conditions contained in this Agreement.

3. Compensation. The Franchisee shall pay a yearly fee equal to five percent (5%) of the Franchisee’s yearly gross receipts from the sale of electricity in the City, which shall be paid biannually (every six months, based on sales in the previous six month period, including outstanding amounts owed from the provision of service in the previous period or term and any sales that occurred since the expiration of the previous franchise granted by the City). All payments made pursuant to this Section 3 shall be made within thirty (30) days after the close of each six-month period of the calendar year, and the Franchisee shall file a sworn statement with the City, signed by an authorized accounting or financial representative of the Franchisee, setting

forth the gross receipts derived in the preceding six-month period. Acceptance of any fee payment shall not be deemed a waiver or release of any claims the City may have for additional sums, nor construed as an accord or agreement that the amount paid is correct.

4. Duration and Term. The franchise granted hereunder shall be for a term of thirty (30) years commencing as of the date hereof, unless otherwise lawfully renewed, revoked or terminated. Franchisee can terminate this agreement by giving written notice to the City at any time effective as of the date of the notice unless a different date is specified therein.

5. Grant of Non-Exclusive Authority. The right granted herein to use and occupy the Rights-of-Way for the purposes herein set forth shall be non-exclusive, and the City reserves the right to grant the use of the Rights-of-Way to any person at any time and for any lawful purpose. This Agreement shall not be construed to create any rights beyond the terms, conditions and periods set forth in this Agreement, nor shall this Agreement be construed as a waiver or a reduction in any rights the Franchisee may already have.

6. Reservation of Regulatory and Police Powers. Neither the City nor the Franchisee, by entering into this Agreement, surrenders or waives any lawful police power, franchises or rights either may have.

7. Construction Matters.

7.1. Construction Standards. Construction, installation, repair and maintenance of the System shall be performed in an orderly and workmanlike manner. All such work shall be performed in compliance with the requirements imposed by applicable federal, state, and local laws, rules and regulations provided that any local laws, ordinances, or regulations must be equivalent for all electric utility companies operating within the City's corporate limits, planning and subdivision jurisdictions. The System and all parts thereof shall not unreasonably endanger or interfere with the safety of persons or property in the area.

7.2. Relocation at Request of the City. Upon its receipt of reasonable notice, not to be less than thirty (30) days, the Franchisee shall, at its own expense, protect, support, temporarily disconnect, relocate in the Rights-of-Way, or temporarily remove from the Rights-of-Way, any property of the Franchisee when lawfully and reasonably required by the City by reason of traffic conditions, public safety, freeway and street construction, or change or establishment of street grade, installation of sewers or water pipes; provided, however, that the City must first use reasonable efforts to attempt to avoid or minimize the conflict with the System and further provided that Franchisee shall first have the option to pay the increased cost to the City of working around the System (in whole or in part) in lieu of relocating, modifying or disconnecting some or all of the System. Any other requested modification, relocation or temporary disconnection of the System performed at the request of any other City franchisee, or any other entity, shall be performed at the expense of the party requesting such modification, relocation, or temporary disconnection of the System on terms agreeable to Franchisee.

8. Event of Default. Each of the following shall constitute an event of default by the Franchisee (an "Event of Default"):

- (a) failure to make any payments to the City required to be made by this Agreement;
- (b) failure to maintain the insurance that is required by Section 12 hereof;
- (c) failure to provide or furnish any information required under this Agreement to the City;
- (d) any material breach or violation of any law, statute, ordinance, or safety or construction regulation which is material to the health, safety and/or welfare of the community;
- (e) any failure by the Franchisee to comply with any of the provisions, terms or conditions of this Agreement;

- (f) the occurrence of any event relating to the financial status of the Franchisee which may reasonably lead to the foreclosure or other judicial or non-judicial sale of all or any material part of the System or the assets of the Franchisee;
- (g) if the Franchisee shall make a general assignment for the benefit of creditors, shall become and be adjudicated insolvent, shall petition or apply to any tribunal for, or consent to, the appointment of, or taking possession by, a receiver, custodian, liquidator or trustee or similar official pursuant to state or local laws, ordinances or regulations of any substantial part of its property or assets, including all or any part of the System;
- (h) if a writ of attachment, execution, distraint, levy, possession or any similar process shall be issued by any tribunal against all or any material part of the Franchisee's property or assets which is not released within sixty (60) days;
- (i) if any creditor of the Franchisee petitions or applies to any tribunal for the appointment of, or taking possession by, a trustee, receiver, custodian, liquidator or similar official for the Franchisee or for any material parts of the property or assets of the Franchisee under the law of any jurisdiction, whether now or hereafter in effect, and a final order, judgment or decree is entered appointing any such trustee, receiver, custodian, liquidator or similar official, or approving the petition in any such proceeding; or
- (j) any final order, judgment or decree is entered in any proceedings against the Franchisee decreeing the voluntary or involuntary dissolution of the Franchisee.

9. Enforcement and Termination of Agreement.

9.1. Notice of Event of Default. In the event of the occurrence of an Event of Default, the City shall notify the Franchisee in writing of the Event of Default (the "Default Notice").

9.2. Right to Cure or Respond. The Franchisee shall, upon receipt of the Default Notice, immediately, and in any event within forty-eight (48) hours from receipt of the Default Notice, (the "Cure Period") (a) respond to the City by contesting the assertion of the Default Notice, (b) cure such Event of Default, or (c) in the event that, by the nature of such Event of Default, such Event of Default cannot, for reasons beyond the reasonable control of the Franchisee, be cured within the Cure Period, initiate reasonable steps to remedy such Event of Default and notify the City of the steps being taken and the projected date that they will be completed, and diligently pursue the remedy until completed.

9.3. Enforcement. In the event the Franchisee fails to remedy any Event of Default in accordance with Section 9.2 hereof to the reasonable satisfaction of the City, the City may take any lawful action which it deems appropriate to enforce the City's rights under this Agreement, including, but not limited to, pursuing any or all of the following remedies:

- (a) Seek specific performance of any provision which reasonably lends itself to such a remedy;
- (b) Make a claim against any surety or performance bond which may be required;
- (c) Restrain by injunction any Event of Default or reasonably anticipated Event of Default;
- (d) Seek monetary damages arising out of any Event of Default;
- (e) Terminate this Agreement; or
- (f) Seek any other available remedy permitted by law or in equity.

9.4. Acts of God. The Franchisee shall not be held in default or noncompliance with the provisions of this Agreement, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by an act of God.

10. Reserved.

11. Books and Records. The Franchisee agrees that the City shall have the right to review such books and records of the Franchisee pertaining to customer service provided within the City at the Franchisee's business office, during normal business.

12. Insurance. The Franchisee shall maintain in full force and effect, at its own cost and expense, comprehensive general liability insurance coverage in the amount of \$5,000,000 for bodily injury and property damage per person and \$5,000,000 as to each occurrence and standard workers' compensation and employer's liability insurance providing coverage in an amount not less than that required by Alabama law. The Franchisee shall cause all of its contractors, subcontractors, or other third parties who are performing work on behalf of the Franchisee on or with respect to the System to carry the same insurance coverages (and all such policies shall include a waiver of right of subrogation in favor of the City and its employees); provided, however, that the amount of general liability insurance coverage required to be carried by such contractors, subcontractors or other third parties shall be \$2,000,000 for bodily injury and property damage per person and \$2,000,000 as to each occurrence. The Franchisee shall provide the City with certificates of insurance evidencing such coverage upon request.

13. Disclaimer of Warranties. The City makes no representation or warranty regarding its rights to authorize the installation or operation of the System on any particular Right-of-Way, and the burden and responsibility for making such determination in advance of the installation shall be upon the Franchisee.

14. Warranties and Representations. The Franchisee hereby represents and warrants that (a) it is legally authorized to enter into this Agreement in accordance with all applicable laws, rules and regulations and (b) this Agreement is a legal, valid and binding obligation of the Franchisee. The City hereby represents and warrants that (i) it is legally authorized to enter into this Agreement in accordance with all applicable laws, rules and regulations and (ii) this Agreement is a legal, valid and binding obligation of the City.

15. Other Obligations. The parties agree that this Agreement does not relieve the Franchisee of its duty to obtain all other necessary permits, licenses, and authority or to pay all fees required by, any City, county, state or federal rules, laws or regulations, and the Franchisee is responsible for all work performed by it or through its agents in the Rights-of-Way pursuant to this Agreement.

16. Payment of Costs. The Franchisee shall be responsible for all its costs associated with the installation, repair and maintenance of the System and all associated equipment.

17. Priority of Use. This Agreement does not attempt to establish any priority for the use of the Rights-of-Way by the Franchisee or any present or future franchisees or permit holders.

18. Reserved.

19. Rules. The Franchisee shall have the authority to promulgate such regulations, terms, conditions and other rules governing the conduct of its business as shall be reasonably necessary to enable the Franchisee to exercise its rights and perform its obligations under this Agreement; provided, however, that such rules shall not be in conflict with the provisions of this Agreement. Such rules shall be maintained by the Franchisee as a part of its records.

20. Reserved.

21. Notice. All notices and other communications hereunder shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses or sent by overnight express or certified or registered mail, with charges and postage prepaid, to such addresses:

If to the City: City of Spanish Fort, Alabama
Attn: Mayor
7361 Spanish Fort Blvd
Spanish Fort, Alabama 36527

If to the Franchisee: Riviera Utilities

Foley, Alabama 36_____
Attn:_____

Either party may, by like notice, designate any further addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed by such party or on behalf of such party by a duly authorized officer, employee, agent or attorney.

22. Transfer or Assignment of Agreement. In the event the Franchisee sells, transfers or otherwise conveys the System, it shall also assign this Agreement to said transferee. The Franchisee shall give the City notice of such transfer and assignment within five (5) days of the closing of such transfer and assignment. Except as provided hereinabove with respect to a sale and transfer of the System, the Franchisee shall not transfer or assign this Agreement or any right, duty or obligation hereunder without the prior written consent of the City Council, which consent shall not be unreasonably withheld.

23. Right of First Refusal. In the event applicable law changes so as to permit the swapping or exchange of electrical supply territories at any time in the future, prior to accepting any offer to purchase a discrete portion of Franchisee's electric system located within the City, if any, Franchisee shall first offer to sell such discrete portion of its electrical system located within the City to the City on the same terms and conditions as being offered by interested purchaser. The City shall have thirty (30) days in which to exercise its right to acquire such equipment and service territory, or one day less than the time remaining under the offer to purchase by the offering party, whichever is less. Any conveyance or transfer of ownership of the Franchisee's property to the City of Foley, Alabama, a municipal corporation, or to any other separate electric utility company or authority organized under the City of Foley shall not trigger any right of first refusal in the City. Furthermore, any acceptable offers to purchase Franchisee's electrical system that includes the areas within the City in addition to areas outside the City will not trigger any right of first refusal in the City.

24. Reserved.

25. No Waiver. The failure of the City to insist, in any one or more instances, upon strict performance of any of the requirements of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such requirement or option, but the same shall continue and remain in full force and effect.

26. Lowest Possible Rate. The Franchisee shall charge customers residing or located within the City the same base rates per customer class for electricity consumption that the Franchisee is then charging in the City of Foley, which rates may change from time to time. This only applies to base rates for electricity consumption, and not to any other types or forms of charges or fees.

27. Application. The terms and conditions contained in this Agreement shall apply to all areas within the corporate limits of the City and those areas annexed by the City after the approval of this Agreement.

28. No Agency. Notwithstanding any provision of this Agreement to the contrary, the City and the Franchisee do not intend to create hereby any joint venture, partnership, association taxable as a corporation, or other entity for the conduct of any business for profit. Neither party shall have any right, power or authority pursuant to this Agreement to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.

29. Franchisee Responsible for Its Contractors, Etc.. The Franchisee does hereby acknowledge and agree that it shall be solely responsible for any and all actions of its contractors, subcontractors, employees and agents and any other third parties performing work on the System at the direction of the Franchisee.

30. Compliance with Law. Franchisee shall at all times during the term hereof operate the System and provide electrical service strictly in accordance with all applicable federal, state and local law.

31. Pronouns; Captions. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the sections of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or be used in interpreting the meanings and provisions of this Agreement.

33. Rules of Construction. The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

34. Governing Law. This Agreement shall be deemed to have been made in the State of Alabama and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

35. Severability Clause. If any part, section or subdivision of this Agreement shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Agreement, which shall continue in full force and effect notwithstanding such holding.

36. Counterparts. This Agreement may be executed in multiple counterparts by original or facsimile signatures, and each such counterpart shall be considered an original, but all of which together shall constitute one and the same agreement.

37. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous oral agreements, understandings, representations and statements, and all prior written agreements, understandings, representations and statements are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except in writing by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such writing.

38. No Third-Party Beneficiaries. This Agreement is for the benefit only of the parties hereto or their nominees, successors, beneficiaries and assignees and no other person or entity shall be entitled to rely on this Agreement, receive any benefit herefrom or enforce against any party to this Agreement any provision hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

CITY OF SPANISH FORT, ALABAMA

ATTEST:

By:Michael M. McMillan
Mayor

By:Rebecca A. Gaines
City Clerk

THE UTILITIES BOARD OF THE CITY OF
FOLEY, D/B/A RIVIERA UTILITIES

ATTEST:

By:Chairman

By:Secretary

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Michael M. McMillan and Rebecca A. Gaines, whose names as Mayor and City Clerk, respectively, of the City of Spanish Fort, Alabama, a municipal corporation organized under the laws of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and seal this ____ day of _____, 2025.

[SEAL]

Notary Public
My Commission Expires:_____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____ and _____, whose names as Chairman and Secretary, respectively, of the Utilities Board of the City of Foley d/b/a Riviera Utilities, a public corporation organized under the laws of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said public corporation.

Given under my hand and seal this ____ day of _____, 2025.

[SEAL]

Notary Public
My Commission Expires:_____

SECTION 2. Severability Clause. If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 3. Repealer Clause. Any Ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 4. Effective Date. This Ordinance shall become effective only upon receipt of a written unconditional acceptance by the Franchisee of the terms and conditions contained herein.

ADOPTED AND APPROVED this _____ *day of* _____, **2025**.

CITY OF SPANISH FORT, ALABAMA

BY: _____
Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

ORDINANCE NO. 716-2025

AN ORDINANCE EXEMPTING CERTAIN “COVERED ITEMS” FROM THE MUNICIPAL SALES AND USE TAX DURING THE LAST FULL WEEKEND OF FEBRUARY 2026, AS AUTHORIZED BY THE ALABAMA SEVERE WEATHER PREPAREDNESS SALES TAX HOLIDAY LEGISLATION

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

Section 1. In conformity with the provisions of Act No. 2012-256, as amended, enacted by the Alabama Legislature during the 2012 Regular Session, providing for a State Sales Tax Holiday, the City of Spanish Fort, Alabama, exempts “covered items” from the 1½% municipal sales and use tax during the same period, beginning at 12:01 a.m. on the last Friday in February, 2026 (February 20, 2026) and ending at twelve o’clock midnight on the following Sunday (February 22, 2026).

Section 2. This Ordinance shall be subject to all terms, conditions, definitions, time periods, and rules as provided by Act No. 2012-256, except that the time period shall only be as specified in Section 1 above and not for all years thereafter.

Section 3. The City Clerk is hereby authorized and directed to certify a copy of this Ordinance under the seal of the City of Spanish Fort, Alabama, and to forward said certified copy to the Alabama Department of Revenue to be recorded and posted on the Department website.

Section 4. This Ordinance shall become effective upon adoption.

ADOPTED and APPROVED this ____ day of _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

ORDINANCE NO. 717-2025

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A
MEMORANDUM OF UNDERSTANDING BETWEEN THE BALDWIN
COUNTY COMMISSION, BALDWIN COUNTY SHERIFF'S OFFICE, AND
THE CITY OF SPANISH FORT**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH
FORT, ALABAMA, AS FOLLOWS:**

SECTION 1. The City Council of the City of Spanish Fort, Alabama, hereby authorizes the Mayor to execute a Memorandum of Understanding between the Baldwin County Commission, Baldwin County Sheriff's Office, and the City of Spanish Fort regarding funding for School Resource Officers, subject to any changes deemed necessary by the Mayor. A copy of the proposed Agreement is attached hereto as Exhibit 1.

SECTION 2. The Agreement shall be executed by the Mayor on behalf of the City, and the City Clerk shall attest the same and affix the Seal of the City thereto.

SECTION 3. This Ordinance shall become effective upon adoption.

ADOPTED and APPROVED this ____ day of _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

OFFICE OF SHERIFF

BALDWIN COUNTY, ALABAMA
SHERIFF ANTHONY E. LOWERY



320 N. Hoyle Avenue
Bay Minette, Alabama 36507
(251) 937-0210
Fax (251) 580-1687

July 8, 2025

Spanish Fort Police Department

Attn: Chief John Barber

30500 State Hwy 181, Suite 618

Spanish Fort, AL 36527

Enclosed is the 25-26 MOU for School Resource. Please look over and see if any changes are needed, this is the same as last year's, nothing has been changed. If no changes are needed, please sign and have the mayor sign and return to me. If you have any questions, please let me know.

Thanks,


Jessica Parker, BCSO

jparker@baldwincountyal.gov

251-580-1873

**Memorandum
of
Understanding**

between

Baldwin County Commission
Baldwin County Sheriff's Office
and
City of Spanish Fort

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed between the Baldwin County Commission (the "Commission"), the Baldwin County Sheriff's Office (the "BCSO"), and the City of Spanish Fort (the "Municipality").

The agencies enter this MOU for the purpose of operating a unified School Resource Officer Program within Baldwin County, which is intended to facilitate a cooperative effort by the participating agencies to effectively satisfy the requirements of the various roles to provide School Resource Officers as defined by the National Association of School Resource Officers and to comply with certain provisions of the School Resource Program MOU between the Baldwin County Sheriff's Office and the Baldwin County Public Schools (See **Exhibit "A"** for details), subject to the terms and conditions set forth herein.

I. Purpose

- A. Effective schooling requires a safe and orderly environment where teachers feel safe to teach and students feel safe to learn. It also requires that parents feel safe in sending their children to our schools. Consequently, law enforcement will provide school administrators and staff with law enforcement resources and the expertise they need to maintain safety, order, and discipline in the school environment.
- B. The School Resource Officer ("SRO") performs various roles while operating inside public schools as defined by National Association of School Resource Officers (NASRO). Their first duty is to protect the campus, the students, staff, and facilities. They also perform the duties of an APOST certified law enforcement officer, an informal counselor, and an instructor of law related and safety classes (hereinafter "SRO services").
- C. The School Resource Officer Program involves the assignment of a police officer from their respective law enforcement agencies to a public school as an SRO. In accordance with staffing availability and the demonstrated needs of the school, each law enforcement agency will select and assign an SRO to campuses within Baldwin County. SROs will maintain a presence at all public schools within the BCPSS.
- D. The SRO Program is intended to help ensure that no student's right to receive a safe and appropriate education is abridged by violence or disruption. This is achieved, in part, by the assignment of SROs to work within the public schools to be present on every campus every day when regular school is in session. Additionally, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This MOU clarifies the roles of the SROs and School Administrators, their scope of their authority, and the responsibilities of the Parties in this collaboration. The success of the program relies on effective communication between the SRO, the principal, and other key staff members of each organization.

II. Goals

The primary goals of the School Resource Officer Program are to:

- Promote positive and supportive school climates.
- Create and maintain safe and secure school environments.

- Additionally, the Parties intend to foster the perception that schools are safe places in which students can learn, and teachers and ancillary personnel can teach and work.

These primary goals are further broken down to include:

- A. Maintaining the presence of highly trained, armed, and sworn Baldwin County Sheriffs Deputies and Municipal Law Enforcement Officers (collectively "SROs") who can immediately engage and mitigate any outside threat or internal threat to our schools. SROs will also be able to immediately engage and contain a threat until additional law enforcement resources arrive and deploy to mitigate a threat. The SRO will take law enforcement action as required against intruders and unwanted guest(s) who may appear at the school, to the extent that the SRO may do so under the law.
- B. Decreasing the number of major disciplinary incidents on campus. This includes but is not limited to threats of harm to students and faculty/terroristic threats, drug possession/distribution, gang membership, alcohol and tobacco possession and use, theft, vandalism, weapons possession, fighting, harassment, truancy, and sexual offenses. The reduction of these incidents will, in part, be the result of the SROs promoting self-discipline and respect for the law. Also, these incidents will be decreased in part through direct intervention and enforcement activities.
- C. Providing a deterrent to unacceptable behavior through the SRO's presence, visibility, and accessibility.
- D. Aiding in reviewing and maintaining the school's Emergency Operation Plans and/or Safety Plans and implementing them into situations requiring their use.
- E. Aiding in his/her capacity as a sworn law enforcement officer to assist school personnel in any law enforcement matter.
- F. Providing educational instruction in the areas of crime prevention, safety, conflict, resolution, and/or crime awareness. This information would encourage students to become more self-disciplined, voluntarily obey the laws of the State of Alabama, and the rules of the Baldwin County Public Schools.
- G. Reducing or preventing juvenile delinquency events.
- H. Mentoring students and encouraging students to show greater respect for one another with the additional goal of reducing serious disciplinary incidents, violent incidents, threats, and intimidation of other students.
- I. Fostering an environment that allows students to develop positive attitudes toward law enforcement officers, teachers, parents, and all authority figures.
- J. Encouraging students to be more proficient in setting appropriate internal and external boundaries in interpersonal and group relationships.
- K. Improving trust, communication, collaboration and mutual understanding between school officials, staff, students, parents, the SRO, and other Baldwin County Sheriffs Office Deputies and municipal law enforcement agencies hereafter referred to as law enforcement agencies to create an atmosphere in which:
 1. Students, parents, and school officials will feel free to utilize the services of the SRO and the law enforcement agencies.
 2. Students, school officials, parents, and other family members will contact the SRO or law enforcement agencies when there are situations that require crime intervention or prevention.

3. Understanding and a cooperative spirit toward law enforcement will be increased and will filter outward into the community.
 4. The School Resource Officer Unit will be able to rely on the increased assistance and cooperation of citizens in preventing or intervening in criminal activity in the community.
 5. The SRO may contribute with input towards further development of school policies that address crime and recommendations to possible procedural changes to enhance school safety.
 6. The SRO Unit working with other SRO/Community Outreach Units to help network and keep all of our schools as safe as possible.
 7. The SRO Unit Supervisors will work in partnership with the Baldwin County Public Schools Assistant Superintendent over Safety and Student Services to help maintain and foster a cooperative effort by all parties and promote a uniform approach for safety.
- L. Responding to school misconduct in a way that is reasonable, consistent, and fair, with appropriate consideration of mitigating factors and of the nature and severity of the incident.

III. Baldwin County Sheriff's Office Responsibilities

1. The BCSO will serve as the primary agency and authority responsible for overseeing and coordinating the administration and salary reimbursement of the SRO for the BCPSS.
2. The BCSO will review and make recommendations regarding any SRO Program operational and administrative issues within the BCPSS and will serve as a consultant to the BCPSS regarding school safety and security issues including but not limited to overseeing safety assessments, SRO training(s), and critical incident response planning and training events in partnership with the municipal law enforcement agencies for those schools within the corporate limits of a city or town.
3. The BCSO will provide primary SRO services to the schools which fall within the unincorporated areas of Baldwin County and the BCPSS' CTE and the alternative school.
4. For all other BCPSS schools located within a municipal jurisdiction, BCSO will engage the respective municipality to provide SRO services to schools which fall within the municipality's incorporated area. The BCSO will provide assistance and guidance regarding the provision of SRO services with all outside municipal law enforcement agencies.
5. In the event that a municipality is not subcontracted by BCSO to provide SRO services, the BCSO will provide SRO services to those schools.
6. The BCSO will provide assistance to all events that require an emergency law enforcement response as it relates to the BCPSS.
7. The BCSO will provide SRO services for any Board meetings or other public meetings as requested by the Superintendent or his or her designee.
8. The BCSO will serve as a point of contact and representative for the BCPSS with regards to all responses or threats to school safety while working within the Incident Command System for school responses within city/town limits.
9. The BCSO will provide payment and accounting of all salary contribution payments to the respective municipalities who enter into an agreement with BCSO and that incorporates all terms and conditions outlined within this MOU.
10. The BCSO will provide coordination and assistance of any necessary and offered SRO₄

specific training, that should include annual active shooter and tactical response training for all SROs.

11. The BCSO will provide mutual aid to the municipal law enforcement agency for all events that require an emergency law enforcement response for the BCPSS.
12. The BCSO will identify a direct point of contact(s) between the BCPSS, the BCSO, and the other municipal law enforcement agencies (BCSO POCs). The BCSO POCs will maintain a working knowledge of school rules, regulations, and laws regarding student safety and conduct. The BCSO POCs will establish and maintain effective relationships with school personnel and the other municipal law enforcement agencies.
13. The BCSO will employ the BCSO SROs under this Memorandum. The BCSO will pay the remaining percentage of the BCSO SRO salaries. The BCSO SROs shall be the employees of the BCSO and shall be subject to the administration, supervision, and control of the BCSO, except as such supervision and control is subject to the terms and conditions of this Memorandum, including but not limited to those terms regarding the employment of BCSO SROs.
14. The BCSO agrees to provide pay and employment benefits to each assigned BCSO SRO in accordance with the applicable salary schedules and employment practices of the BCSO, including but not necessarily limited to sick leave, annual leave, retirement compensation, and all other applicable employment benefits. The BCSO SROs shall be subject to all other personnel policies and practices of the BCSO except as such policies or practices may have to be modified to comply with the terms of this Memorandum.
15. The BCSO, in its sole discretion, shall have the power and authority to hire, discharge and discipline BCSO SROs.
16. The BCSO is responsible for assigning and supervising the BCSO SROs hours and schedule in compliance with all applicable state and federal laws. Specific BCSO SRO duty hours at a particular school should be set by mutual agreement between the BCPSS, at the direction of the principal of the school to which the officer is assigned, and the BCSO, by the POC for the SRO program. Generally, the BCSO or municipal SRO's duty schedule will be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school, to include whenever possible, being visible patrolling the exterior and interior grounds during the opening and closing of school and during lunch periods.
17. Selection of the BCSO SRO and municipal SRO (collectively SROs):

The selection of the SRO is the most critical aspect of the program. Supervisors should select officers who have demonstrated the ability, interest, and skills necessary to work with youth, school staff, and the public. The following criteria should be considered by commanders when selecting officers for the program and can be used as a guideline for municipal law enforcement agencies:

- a. Ability to work with diverse groups;
- b. Ability to work cooperatively in a non-law enforcement environment with limited direct supervision;
- c. Knowledge of policies that pertain to juveniles and schools;
- d. Knowledge and familiarity with available law enforcement resources;
- e. Creative problem solver;
- f. Conflict resolution skills;
- g. Knowledge of the Juvenile Code and Juvenile Court procedures;

- h. Ability to effectively provide instruction to youths;
- i. Ability to communicate professionally and deliver presentations effectively to various groups including parents, educators, and community members;
- j. Organization and communication skills;
- k. Completion of Instructor Development Training before or after selection; and
- l. Supervisory recommendation.

IV. Municipal Law Enforcement Agency's Responsibilities

See **EXHIBIT "A"** for details regarding the municipal law enforcement agency's responsibilities under the following sections of that certain Memorandum of Understanding between the Baldwin County Sheriff's Office, Baldwin County Public Schools and the Baldwin County Commission: Part IV-SRO and School Administration Specific Duties and Responsibilities; Part V-Operational Procedures; Part VI-Release of Law Enforcement Information; and Part VII-Miscellaneous, subject to the limitations and provisions set forth below.

A. For purposes of this Agreement, Part IV-SRO and School Administration Specific Duties and Responsibilities, Section A.12. is hereby amended to read in its entirety as follows:

12. SROs will be responsible for lesson plans to be presented to the immediate supervisor. The plans will be approved by the chain of command and in the school before implementation. Topics of instruction will include crime prevention and safety, conflict resolution, restorative justice, and crime awareness as well as others decided upon.

B. For purposes of this Agreement, Part IV-SRO and School Administration Specific Duties and Responsibilities, Section A.19.a. and b. is hereby amended to read in its entirety as follows:

a. Law Enforcement Officer:

- SROs' primary role in schools is to protect the students and staff and to serve as a law enforcement officer. SROs assume primary responsibility for responding to requests for assistance from administrators and coordinating the response of other law enforcement resources to the school. SROs should work with school administrators in problem solving to prevent crime and promote safety in the school environment. SROs should also collaborate with school personnel to reduce student engagement with the juvenile justice systems and divert students from the courts when possible. Although SROs coordinate day-to-day with BCPSS staff, SROs are not school administrators. The BCSO or the respective municipal law enforcement agency should ensure through policies and training, that an arrest of a student is the last resort and that all reasonable efforts are made to divert the student from entry into the justice system. However, it is recognized that victims of crimes

committed by students have legal rights to pursue justice. Additionally, certain crimes (i.e., assaults with serious bodily injury) are not appropriate for restorative justice alternatives.

- As a law enforcement officer, the SROs should:

- i. Adhere to federal, state and department guidelines to protect the school against violence.
- ii. Provide a course of training for school personnel in handling crisis situations, which may arise at the school.
- iii. Apply alternative means to resolving conflict in lieu of arrest, when appropriate. Develop positive relationships with students to reduce the risk of criminal behavior. Document any activity of a criminal nature.

- b. Law-Related Educator:

- As resources permit, SROs should strive to assist with presentations for school personnel on law-related topics such as law enforcement practices, changes in relevant laws, crime trends, crime prevention, school safety strategies, and crisis response procedures. SROs may also deliver law-related education with students using lessons/curricula approved in advance by the SRO Supervisor. In all cases, responding to incidents or conducting investigations will take precedence over delivery of presentations.
- As coordinated through the BCSO POC or the respective municipal SRO Supervisor, the BCPSS POC, and approved by the principal, SROs may become involved in the school's curriculum as a guest lecturer through an elective course of instruction that may enhance the students' understanding of legal concepts and information about law enforcement. However, responding to incidents or conducting investigations will always take precedence over instructing in the classroom. Lesson plans for all formal organized presentations should be forwarded to the BCSO POC or the respective municipal SRO Supervisor and the BCPSS POC for review and approval prior to presentation.
- SROs should make formal presentations to, or participate in, school and community-based organization meetings such as Parent Teacher Association meetings or School Community Coalitions on an as-needed basis. All such participation must be approved by the SRO's Supervisor. Similar requests to participate in focus groups, panel discussions, camps, mentoring programs, must be approved by the SRO's Supervisor. The BCSO POC, the BCPSS POC, and the SRO's supervisor should be kept informed of any such approved additional activities.
- Programs conducted in schools by other sections of the BCSO or law enforcement agencies should be coordinated with the BCPSS POC to avoid redundant services and ensure equitable distribution of such programs. The SRO should be notified in advance of any BCSO or other law enforcement activities scheduled for his or her assigned school.

C. For purposes of this Agreement, Part IV-SRO and School Administration Specific Duties and Responsibilities, Section B.11. is hereby amended to read in its entirety as follows:

11. Undergo training in trauma-engagement, restorative justice, cultural competence, mental health, and disability awareness. This training will be provided by BCSO staff or the respective municipal law enforcement agency.

D. For purposes of this Agreement, Part V. Operational Procedures, Section D.1. is hereby

amended to read in its entirety as follows:

1. All searches should be conducted in accordance with the United States Constitution, state laws, and applicable BCPSS and BCSO or the respective municipal law enforcement agencies policies and guidelines.

E. For purposes of this Agreement, Part V. Operational Procedures, Section E.4. is hereby amended to read in its entirety as follows:

4. Physical intervention by SROs should be undertaken in accordance with policies and operational procedures of the BCSO or the respective municipal law enforcement agency and state law regarding physical intervention and use of force by a law enforcement officer.

F. For purposes of this Agreement, Part V. Operational Procedures, Section E.6. is hereby amended to read in its entirety as follows:

6. SROs should be aware of the ALSDE's policies and guidelines on seclusion and restraint and related local school board policies and may attend training offered by the local school system on their use of seclusion and restraint by school personnel. However, SROs should continue to operate by the policies and operational procedures of the BCSO or their respective law enforcement agencies and state law regarding physical intervention and use of force by a law enforcement officer.

G. For purposes of this MOU, no amendments or modifications to that certain Memorandum of Understanding between the Baldwin County Sheriff's Office, Baldwin County Public Schools and the Baldwin County Commission attached hereto as **EXHIBIT "A"** shall be effective or applicable to this MOU unless all signatory parties to this MOU agree to the amendments or modifications in writing.

V. Supervision

The responsibility for the assignment, activity, and conduct of personnel participating in the School Resource Officers Program remains with the respective agency heads or their command staff.

VI. MISCELLANEOUS.

A. This Memorandum of Understanding remains in force for a term of two years, unless either party terminates or withdraws from the agreement by delivering ninety days written notification of such termination or withdrawal to the other party. It should be reviewed annually and amended at least once every two years, or at any time upon the request of any party and as necessary to meet the needs of the signatory agencies. This Memorandum of Understanding shall not be construed to create or substantiate any right or claim on the part of any person or entity which is not party hereto.

B. Nothing in this MOU shall be construed as a limitation on the powers, rights, authority, duty, and responsibilities conferred upon either party under Alabama law.

C. Each party is solely responsible for the act(s) and omission(s) of its own officers, employees, officials, agents, and representatives and each party maintains all defenses and affirmative defenses afforded under State and Federal law concerning immunity.

D. In the event any provision of this MOU is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this MOU shall continue in full force and effect to the maximum extent permitted by law.

E. The failure of either party to enforce one or more provisions of this MOU with respect to any particular breach shall not be deemed or construed to constitute a waiver of any other breach of this MOU.

F. This MOU constitutes the entire understanding and agreement of the parties with respect to the subject matter contained herein and supersedes all prior agreements concerning the same subject matter, whether written or oral. This MOU may be modified only by a writing signed by both parties.

G. The parties may execute this MOU in counterparts. The parties represent and warrant that each respective signatory is fully authorized to enter into and to execute this MOU on behalf of the named party.

H. The Municipal Law Enforcement Agency (Spanish Fort Police Department) shall be responsible for maintaining any police reports generated by the SRO or the Spanish Fort Police Department.

[The remainder of this page is intentionally left blank.]

Matthew McKenzie,
Chairman Baldwin County
Commission

Date

Sheriff Anthony E Lowery
Baldwin County Sheriff's Office

Date

Mayor Michael M. McMillan
City of Spanish Fort

Date

Chief John Barber
City of Spanish Fort

Date

ORDINANCE NO. 718-2025

AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, on the ____ day of _____, 2025, MAG 7, LLC, a Florida limited liability company, being the owner of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

WHEREAS, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

WHEREAS, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

WHEREAS, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. Consent to Annexation.

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

SECTION 2. Filing in Probate Court.

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

SECTION 3. Repealer Clause.

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 4. Severability Clause.

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 5. Effective Date.

This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this _____ *day of* _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

Exhibit 1

**PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO THE CORPORATE
LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

TO THE CITY OF SPANISH FORT, ALABAMA:

MAG 7, LLC, a Florida limited liability company, (hereinafter referred to as “the Petitioner”), the owner of the hereinafter described property, does hereby execute and file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the City of Spanish Fort in accordance with Ala. Code §11-42-20 through §11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.
2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.
3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.
4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, and if the entire or any portion of said property does lie within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality, and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has hereunto set his/her hand and seal on this the ____ day of _____, 2025.

PETITIONER
MAG 7, LLC, a Florida limited liability
company

By: _____

Its: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____ of MAG 7, LLC, a Florida limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and will full authority executed the same voluntarily for and as the act of said limited liability company on the date the same bears date.

Given under my hand and seal this _____ day of _____, 2025.

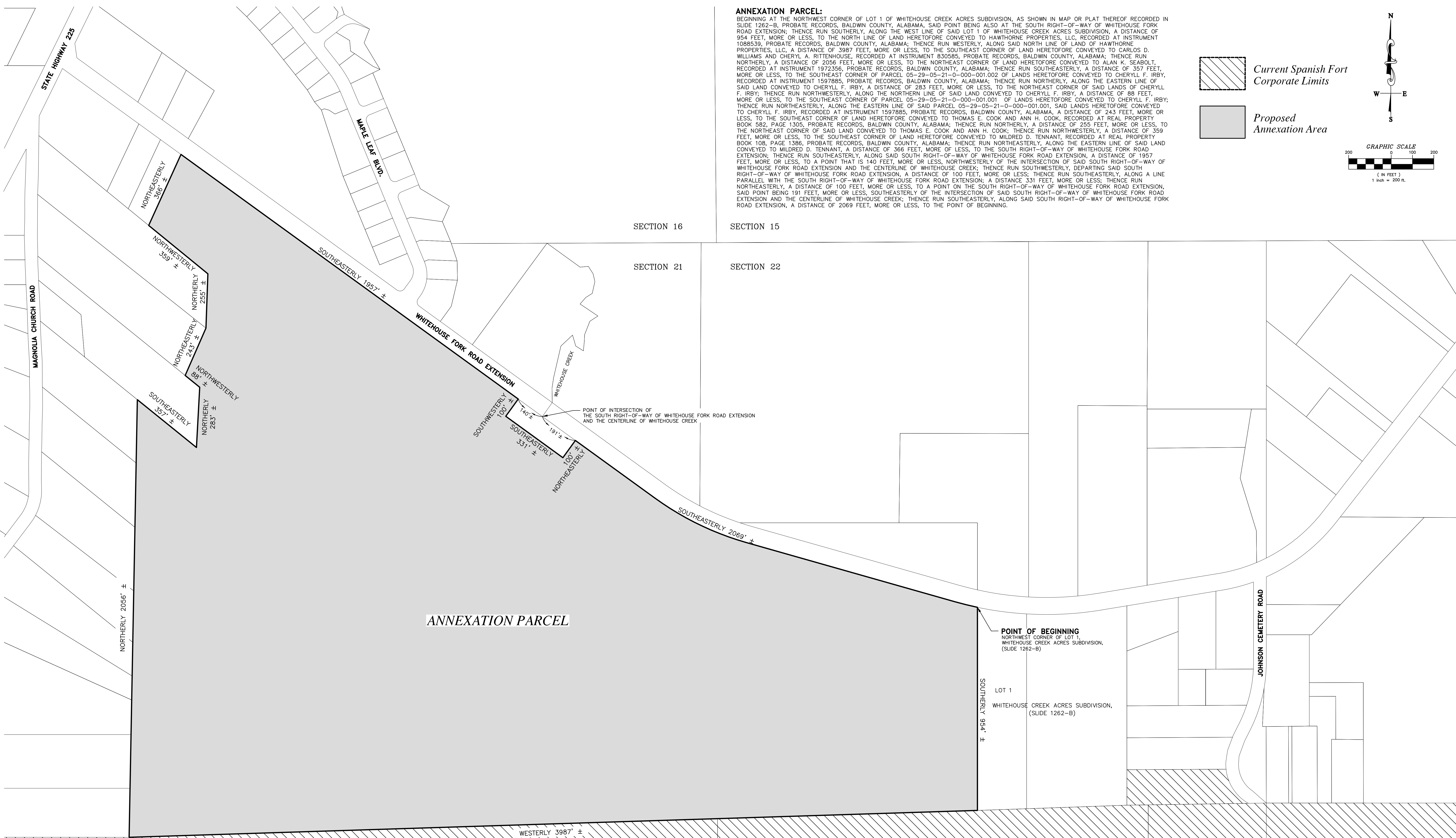
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

DRAFT

MAG 7, LLC
ANNEX DESCRIPTION


BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF WHITEHOUSE CREEK ACRES SUBDIVISION, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SLIDE 1262-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, SAID POINT BEING ALSO AT THE SOUTH RIGHT-OF-WAY OF WHITEHOUSE FORK ROAD EXTENSION; THENCE RUN SOUTHERLY, ALONG THE **WEST** LINE OF SAID LOT 1 OF WHITEHOUSE CREEK ACRES SUBDIVISION, A DISTANCE OF 954 FEET, MORE OR LESS, TO THE NORTH LINE OF LAND HERETOFORE CONVEYED TO HAWTHORNE PROPERTIES, LLC, RECORDED AT INSTRUMENT 1088539, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN WESTERLY, ALONG SAID NORTH LINE OF LAND OF HAWTHORNE PROPERTIES, LLC, A DISTANCE OF 3987 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LAND HERETOFORE CONVEYED TO CARLOS D. WILLIAMS AND CHERYL A. RITTENHOUSE, RECORDED AT INSTRUMENT 830585, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTHERLY, A DISTANCE OF 2056 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LAND HERETOFORE CONVEYED TO ALAN K. SEABOLT, RECORDED AT INSTRUMENT 1972356, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTHEASTERLY, A DISTANCE OF 357 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF **PARCEL 05-29-05-21-0-000-001.002 OF LANDS HERETOFORE CONVEYED TO CHERYLL F. IRBY, RECORDED AT INSTRUMENT 1597885, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA;** THENCE RUN NORTHERLY, ALONG THE EASTERN LINE OF SAID LAND CONVEYED TO CHERYLL F. IRBY, A DISTANCE OF 283 FEET, MORE OR LESS, **TO THE NORTHEAST CORNER OF SAID LANDS OF CHERYLL F. IRBY;** THENCE RUN NORTHWESTERLY, **ALONG THE NORTHERN LINE OF SAID LAND CONVEYED TO CHERYLL F. IRBY, A DISTANCE OF 88 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF PARCEL 05-29-05-21-0-000-001.001 OF LANDS HERETOFORE CONVEYED TO CHERYLL F. IRBY;** THENCE RUN NORTHEASTERLY, ALONG THE EASTERN LINE OF SAID **PARCEL 05-29-05-21-0-000-001.001, SAID LANDS HERETOFORE CONVEYED TO CHERYLL F. IRBY, RECORDED AT INSTRUMENT 1597885, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA,** A DISTANCE OF 243 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LAND HERETOFORE CONVEYED TO THOMAS E. COOK AND ANN H. COOK, RECORDED AT REAL PROPERTY BOOK 582, PAGE 1305, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTHERLY, A DISTANCE OF 255 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LAND CONVEYED TO THOMAS E. COOK AND ANN H. COOK; THENCE RUN NORTHWESTERLY, A DISTANCE OF 359 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LAND HERETOFORE CONVEYED TO MILDRED D. TENNANT, RECORDED AT REAL PROPERTY BOOK 108, PAGE 1386, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTHEASTERLY, ALONG THE EASTERN LINE OF SAID LAND CONVEYED TO MILDRED D. TENNANT, A DISTANCE OF 366 FEET, MORE OF LESS, TO THE SOUTH RIGHT-OF-WAY OF WHITEHOUSE FORK ROAD EXTENSION; THENCE RUN SOUTHEASTERLY, ALONG SAID SOUTH RIGHT-OF-WAY OF WHITEHOUSE FORK ROAD EXTENSION, A DISTANCE OF 1957 FEET, MORE OR LESS, **TO A POINT THAT IS 140 FEET, MORE OR LESS, NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY OF WHITEHOUSE FORK ROAD EXTENSION AND THE CENTERLINE OF WHITEHOUSE CREEK;** THENCE RUN SOUTHWESTERLY, DEPARTING SAID SOUTH RIGHT-OF-WAY OF WHITEHOUSE FORK ROAD EXTENSION, A DISTANCE OF 100 FEET, MORE OR LESS; THENCE RUN SOUTHEASTERLY, **ALONG A LINE PARALLEL WITH THE SOUTH RIGHT-OF-WAY OF WHITEHOUSE FORK ROAD EXTENSION;** A DISTANCE 331 FEET, MORE OR LESS; THENCE RUN NORTHEASTERLY, A DISTANCE OF 100 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT-OF-WAY OF WHITEHOUSE FORK ROAD EXTENSION, **SAID POINT BEING 191 FEET, MORE OR LESS, SOUTHEASTERLY OF THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY OF**

*WHITEHOUSE FORK ROAD EXTENSION AND THE CENTERLINE OF WHITEHOUSE CREEK;
THENCE RUN SOUTHEASTERLY, ALONG SAID SOUTH RIGHT-OF-WAY OF WHITEHOUSE FORK
ROAD EXTENSION, A DISTANCE OF 2069 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.*



ANNEXATION PARCEL:
BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF WHITEHOUSE CREEK ACRES SUBDIVISION, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SLIDE 1262-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, SAID POINT BEING ALSO AT THE SOUTH RIGHT-OF-WAY OF WHITEHOUSE FORK ROAD EXTENSION; THENCE RUN SOUTHERLY, ALONG THE WEST LINE OF SAID LOT 1 OF WHITEHOUSE CREEK ACRES SUBDIVISION, A DISTANCE OF 954 FEET, MORE OR LESS, TO THE NORTH LINE OF LAND HERETOFORE CONVEYED TO HAWTHORNE PROPERTIES, LLC, RECORDED AT INSTRUMENT 1088539, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN WESTERLY, ALONG SAID NORTH LINE OF LAND OF HAWTHORNE PROPERTIES, LLC, A DISTANCE OF 3987 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LAND HERETOFORE CONVEYED TO CARLOS D. WILLIAMS AND CHERYL A. RITTENHOUSE, RECORDED AT INSTRUMENT 830685, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTHERLY, A DISTANCE OF 2056 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LAND HERETOFORE CONVEYED TO ALAN K. SEABOLT, RECORDED AT INSTRUMENT 1972356, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTHEASTERLY, A DISTANCE OF 357 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF PARCEL 05-29-05-21-0-000-001.002 OF LANDS HERETOFORE CONVEYED TO CHERYLL F. IRBY, RECORDED AT INSTRUMENT 1597885, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTHERLY, ALONG THE EASTERN LINE OF SAID LAND CONVEYED TO CHERYLL F. IRBY, A DISTANCE OF 283 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LANDS OF CHERYLL F. IRBY; THENCE RUN NORTHWESTERLY, ALONG THE NORTHERN LINE OF SAID LAND CONVEYED TO CHERYLL F. IRBY, A DISTANCE OF 88 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF PARCEL 05-29-05-21-0-000-001.001 OF LANDS HERETOFORE CONVEYED TO CHERYLL F. IRBY; THENCE RUN NORTHEASTERLY, ALONG THE EASTERN LINE OF SAID PARCEL 05-29-05-21-0-000-001.001, SAID LANDS HERETOFORE CONVEYED TO CHERYLL F. IRBY, RECORDED AT INSTRUMENT 1597885, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, A DISTANCE OF 243 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LAND HERETOFORE CONVEYED TO THOMAS E. COOK AND ANN H. COOK, RECORDED AT REAL PROPERTY BOOK 582, PAGE 1305, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTHERLY, A DISTANCE OF 255 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LAND CONVEYED TO THOMAS E. COOK AND ANN H. COOK; THENCE RUN NORTHWESTERLY, A DISTANCE OF 359 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LAND HERETOFORE CONVEYED TO MILDRED D. TENNANT, RECORDED AT REAL PROPERTY BOOK 108, PAGE 1386, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTHEASTERLY, ALONG THE EASTERN LINE OF SAID LAND CONVEYED TO MILDRED D. TENNANT, A DISTANCE OF 366 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY OF WHITEHOUSE FORK ROAD EXTENSION; THENCE RUN SOUTHEASTERLY, ALONG SAID SOUTH RIGHT-OF-WAY OF WHITEHOUSE FORK ROAD EXTENSION, A DISTANCE OF 1957 FEET, MORE OR LESS, TO A POINT THAT IS 140 FEET, MORE OR LESS, NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY OF WHITEHOUSE FORK ROAD EXTENSION AND THE CENTERLINE OF WHITEHOUSE CREEK; THENCE RUN SOUTHWESTERLY, DEPARTING SAID SOUTH RIGHT-OF-WAY OF WHITEHOUSE FORK ROAD EXTENSION, A DISTANCE OF 100 FEET, MORE OR LESS, THENCE RUN SOUTHEASTERLY, ALONG A LINE PARALLEL WITH THE SOUTH RIGHT-OF-WAY OF WHITEHOUSE FORK ROAD EXTENSION; A DISTANCE 331 FEET, MORE OR LESS; THENCE RUN NORTHEASTERLY, A DISTANCE OF 100 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT-OF-WAY OF WHITEHOUSE FORK ROAD EXTENSION, SAID POINT BEING 191 FEET, MORE OR LESS, SOUTHEASTERLY OF THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY OF WHITEHOUSE FORK ROAD EXTENSION AND THE CENTERLINE OF WHITEHOUSE CREEK; THENCE RUN SOUTHEASTERLY, ALONG SAID SOUTH RIGHT-OF-WAY OF WHITEHOUSE FORK ROAD EXTENSION, A DISTANCE OF 2069 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PROPOSED ANNEXATION

| | | |
|---|--|---|
| SKETCH FOR ANNEXATION | | DATE: 07/24/2025 |
| CITY OF SPANISH FORT, AL | | SCALE: 1" = 200' |
| | | DRAWN BY: VLG |
|  | Dewberry® | CHECKED BY: VLG |
| | 25353 Friendship Road Daphne, AL 36526 | SECTIONS 16, 21 & 22, 1-1, 1-2, R-2, A-1 |
| | 251.990.9950 fax 251.929.9815 | BALDWIN COUNTY, ALABAMA |
| | | PROJECT# 50160611 |
| | | REF# - |
| | DWG# MAG 7, LLC ANNEX | SHEET NO. 1 OF 1 |

RESOLUTION NO. 1533-2025

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR SERVICES BETWEEN THE CITY OF SPANISH FORT, ALABAMA, AND THE CONSULTANT FOR PARK AND RECREATIONAL ACTIVITIES TO THE CITY COUNCIL

WHEREAS, the City Council desires to promote for the City's residents a lifestyle of family fitness and recreation; and

WHEREAS, Chase Smith is Head Football Coach at Spanish Fort High School; and

WHEREAS, the City has determined that its family fitness and recreation objectives would be well served by Mr. Smith's expertise and experience, and Mr. Smith is willing to serve as a Consultant to the City Council, as directed by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. The City Council requests and authorizes the Mayor to enter into an Agreement with Chase Smith (hereinafter referred to as "Consultant") for services to be rendered as consultant to the City of Spanish Fort in the provision of park and recreational activities. In consideration of such services, the City will pay the Consultant, in accordance with the terms of the attached Agreement, a consulting fee of Twenty-Five Thousand Dollars (\$25,000.00) per year for the services rendered pursuant to the attached Agreement. Such fee shall be paid to consultant in eleven (11) equal installments of Two Thousand Eighty-three Dollars and Thirty-three Cents (\$2,083.33) and one installment of Two Thousand Eighty-three Dollars and Thirty-seven Cents (\$2,083.37) in accordance with the terms of the Agreement. The Consultant acknowledges and agrees that he is entitled to no other compensation or benefits from the City with respect to this Agreement other than as expressly provided for in the Agreement. A copy of the proposed Agreement is attached hereto as Exhibit A, subject to any changes approved by the Mayor.

SECTION 2. The Mayor is hereby authorized to execute any and all documents deemed necessary for the City to comply with the Baldwin County Board of Education's Salary Enhancement Policy, as the same may be amended, throughout the term of the Agreement with the Consultant for enhancement terms not to exceed ninety (90) days each throughout the term of the Agreement. A copy of the Salary Enhancement Policy and memorandums of understanding are attached as Exhibit B, subject to any changes approved by the Mayor.

SECTION 3. If any part, section or subdivision of this Resolution shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Resolution which shall continue in full force and effect notwithstanding such holding.

ADOPTED and APPROVED this _____ day of _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

Exhibit A
INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

THIS AGREEMENT is between CHASE SMITH, an individual ("Consultant"), and THE CITY OF SPANISH FORT, ALABAMA, an Alabama municipal corporation ("City"), located in Baldwin County, and is dated the ____ day of ____, 2025, but effective the 1st day of October, 2024.

BACKGROUND

The City Council desires to promote for the City's residents a lifestyle of family fitness and recreation. Consultant is Head Football Coach at Spanish Fort High School. The City has determined that its family fitness and recreation objectives would be well-served by the Consultant's expertise and experience, and Consultant is willing to serve as a consultant to the City Council on the terms and conditions set forth herein.

Now, therefore, the City and Consultant agree as follows:

1. Consultant shall serve as a consultant to the City Council. This service shall include, when not prevented from doing so by his coaching responsibilities, attending City Council meetings or other meetings as directed by the City Council, and offering input when and where appropriate; researching and offering suggestions to the City Council concerning the development of community park and recreation facilities; counseling community youth sports coaches and coordinators on appropriate coaching and motivational methods; and providing such other consulting services as the City Council may agree are appropriate.

The term of this Agreement is one year commencing on October 1, 2024, and expiring September 30, 2026, provided, however, the term shall automatically renew for successive one (1) year terms unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-pending term. In the event the Consultant is no longer employed by the Baldwin County Board of Education as Head Football Coach at Spanish Fort High School, this Agreement shall automatically terminate as of the date of such separation or termination of the Consultant's employment with the Baldwin County Board of Education. Furthermore, this Agreement may be terminated by either party, for any reason, or no reason at all with or without cause, by giving the other party sixty (60) days written notice of the termination. In that event, the parties shall have no further rights, duties or obligations pursuant to this Agreement.

2. The City will pay Consultant a consulting fee of Twenty-five Thousand Dollars (\$25,000.00) Dollars per year for the services rendered pursuant to this Agreement. Such fee shall be paid in eleven (11) equal installments of Two Thousand Eighty-three Dollars and Thirty-three Cents (\$2,083.33) and one installment of Two Thousand Eighty-three Dollars and Thirty-seven Cents (\$2,083.37), in arrears, on the last day of each month. Consultant acknowledges and agrees that he is entitled to no other compensation or benefits from the City with respect to this Agreement other than as expressly provided for herein. In the event of termination of this Agreement, the City shall pay the Consultant only those amounts earned through the date of termination.

The Consultant has requested that the amounts owed to the Consultant pursuant to this Agreement be paid to the Baldwin County Board of Education (“BOE”) pursuant to the BOE’s Salary Enhancement Policy, as the same may be amended. Consultant understands and agrees that the amounts paid to the BOE shall first be used to fund, in full, all fringe benefits associated with the Salary Enhancement. The remaining funds shall be paid to Consultant by the BOE in equal monthly installments and shall be subject to payroll withholdings by the BOE. The terms of payment as set forth in this Agreement shall be subject to the aforementioned Salary Enhancement Policy.

- 3. Nothing contained in this Agreement is intended to create the relationship of employer-employee, and Consultant shall be and continue to operate under this Agreement as an independent contractor with no authority to act on behalf of, or bind, the City. Consultant shall have no authority to direct any City employee to take or refrain from taking any action. As an independent Contractor, Consultant shall be responsible to State and Federal taxing authorities for the payment of all income, self-employment, and any taxes payable on the consulting fee, and the City shall not, and shall not be responsible to, withhold any taxes from the payment of the consulting fee.
- 4. Consultant recognizes and acknowledges that the consulting services to be rendered by him hereunder are of a special and unique character and that Consultant may neither assign nor delegate his rights or duties under this Agreement.
- 5. This Agreement constitutes the full and complete understanding and agreement of the parties and cannot be amended, modified or supplemented in any respect except by agreement in writing signed by both parties hereto.
- 6. This Agreement shall be controlled, construed and governed in all respects by the laws of the State of Alabama.
- 7. Any notice required to be given in writing by any party to this Agreement may be delivered personally or by certified mail, return receipt requested, postage prepaid, as follows:

| | |
|-------------------|--|
| If to the City: | City of Spanish Fort 7361 Spanish Fort Blvd. Spanish Fort, Alabama 36577 |
| If to Consultant: | Chase Smith _____ _____ |

Either party may change such party’s address by giving the other party written notice of such change pursuant to this paragraph.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized Mayor, and Consultant has signed his name hereto on the __ day of July, 2025, but effective as of October 1, 2024.

BY: _____
Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

CONSULTANT

Chase Smith

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County, in said State, hereby certify that MICHAEL M. MCMILLAN, whose name as Mayor of the CITY OF SPANISH FORT, ALABAMA, an Alabama municipal corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and seal this _____ day of _____, 2025.

Notary Public, Baldwin County, Alabama
My Commission Expires:

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that CHASE SMITH, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2025.

Notary Public, Baldwin County, Alabama
My Commission Expires:

RESOLUTION NO. 1534-2025

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF SPANISH FORT
TO ENTER INTO A CONTRACT FOR SERVICES BETWEEN THE CITY OF
SPANISH FORT, ALABAMA, AND THE SPANISH FORT SPORTS ASSOCIATION**

WHEREAS, the Spanish Fort Sports Association (“the Association”) provides a valuable service to the City of Spanish Fort and its citizens by providing league play in various sports for the general public within the City; and

WHEREAS, the City has recognized and continues to recognize the benefits conferred upon the City and its citizens as a direct result of the services performed by the Association on an annual basis; and

WHEREAS, the City desires to continue the benefits conferred upon the public as a direct result of the Association’s efforts.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

The City Council requests and authorizes the Mayor to enter into an agreement with the Association for services rendered to the City of Spanish Fort in the provision of league play in various sports for the general public within the City. In consideration of such services, there is hereby appropriated the sum of Twenty Thousand Dollars (\$20,000.00) to the Spanish Fort Sports Association. A copy of the proposed Agreement is attached hereto as Exhibit A.

ADOPTED and APPROVED this ____ *day of* _____, *2025*.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

Exhibit A

AGREEMENT

This Agreement is entered into on this the ____ day of _____, 2025, by and between the CITY OF SPANISH FORT (“City”) and the SPANISH FORT SPORTS ASSOCIATION (“the Association”).

WHEREAS, the Spanish Fort Sports Association provides a valuable service to the City of Spanish Fort and its citizens by providing league play in various sports for the general public within the City; and

WHEREAS, the City has recognized and continues to recognize the benefits conferred upon the City and its citizens as a direct result of the services performed by the Association on an annual basis; and

WHEREAS, the parties desire to enter into an agreement to continue the aforesaid benefits conferred upon the citizens of the City.

WITNESSETH:

For and in consideration of the premises contained herein, the parties hereby agree as follows:

1. The City hereby agrees to provide to the Association the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) as consideration for the services to be performed by the Association.
2. The Association agrees to provide league play in various sports for the general public within the City, without discrimination, and the Association shall be responsible for all aspects of the programs.
3. The term of this Agreement shall be for the remainder of the 2025 calendar year.

DONE THIS ____ DAY OF _____, 2025.
.

Michael M. McMillan, Mayor

ATTEST:

Rebecca A. Gaines, City Clerk

SPANISH FORT SPORTS
ASSOCIATION

By: _____

Its: _____

RESOLUTION NO. 1535-2025

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH THE BALDWIN COUNTY ECONOMIC DEVELOPMENT
ALLIANCE**

WHEREAS, the Baldwin County Economic Development Alliance (BCEDA) is an organization which was established for the purpose of retaining and expanding existing and new businesses and industries in Baldwin County; and

WHEREAS, the City of Spanish Fort recognizes that the retention and expansion of business and industry in Baldwin County will produce positive economic growth in the area; and

WHEREAS, the City of Spanish Fort wishes to retain the services of the BCEDA program in order to promote economic growth in Spanish Fort and Baldwin County.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

SECTION 1. That the sum of Five Thousand Dollars (\$5,000.00) is hereby appropriated from the Fiscal Year 2024-2025, as payment for services to be performed by BCEDA.

SECTION 2. That the Mayor is hereby authorized to execute the agreement attached hereto as Exhibit A on behalf of the City of Spanish Fort, subject to any changes approved by the Mayor.

ADOPTED AND APPROVED this _____ day of _____, 2025.

Michael M. McMillan
Mayor

Rebecca A. Gaines
City Clerk/Treasurer

Exhibit A

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT is made and entered into on this the ____ day of ____, 2025, but effective as of the 1st day of October, 2023, by and between THE CITY OF SPANISH FORT, ALABAMA (hereinafter referred to as City), and THE BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE (hereinafter referred to as ALLIANCE).

WITNESSETH:

WHEREAS, the City Council has determined that the welfare of the CITY'S citizens requires a healthy and diverse economy; and

WHEREAS, the City Council desires to have the ALLIANCE perform certain services during the 2024-2025 Fiscal Year.

NOW, THEREFORE, the City Council authorizes its Mayor to execute an agreement with the ALLIANCE for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto do AGREE as follows:

1. The term of this agreement shall begin upon the execution hereof and shall end on September 30, 2025.
2. The CITY Fiscal Year runs from October 1st to September 30th each year. During the fiscal year of the contract, City agrees to pay to the ALLIANCE for support of the ALLIANCE, contingent on appropriations, the sum of \$5,000.00 for the Fiscal Year 2024-2025.
3. The ALLIANCE shall perform the following services in conjunction with and for the benefit of the CITY, to wit:
 - a) To provide and administer economic development service for the CITY;
 - b) To seek, discover and endeavor to attract and promote new and expanding commercial prospects within Baldwin County, Alabama, and the City, and to create new jobs and employment, economic improvements and expansion for the benefit of the citizens of Baldwin County, Alabama, and the City;
 - c) To gather, keep updated, research and distribute information and data to be used as advertisements and presentations to general and specific business and industrial prospects;
 - d) To develop and secure tools of the trade such as maps, charts, photos, topos, briefing facilities, brochures, reports, etc., necessary and required to adequately promote new and expanding business and industry;
 - e) To work with existing businesses for expansions, problem solving, counseling and other services pertinent to their expansion;
 - f) To work for the mutual economic and industrial development of the CITY and pursuant thereto to maintain contact, cooperate and work closely with other agencies and organizations with similar purposes such as: Alabama Department of Economic and Community Affairs/Alabama Development Office; Industrial Development Departments of Public and Private Utilities; Local, Area and Regional Planning and Development Agencies; Highway, Air and Water Transportation Development Organizations; and all other groups, organizations, agencies and individuals pertinent to the purposes stated herein;
 - g) To implement a public/private partnership program for economic development in Baldwin County, Alabama; and
 - h) To recruit new economic development investment.
4. Notwithstanding any of the provisions of this AGREEMENT, it is understood and agreed that the CITY has no financial interest in the business of the ALLIANCE and shall not be liable for any debts or obligations incurred by the ALLIANCE, nor shall the CITY be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the ALLIANCE, or profits earned or derived by the ALLIANCE, nor shall the ALLIANCE at any time or times use the name or credit of the CITY in purchasing, or attempting to purchase, equipment, supplies or other things whatsoever.

5. The ALLIANCE, in the performance of its duties, responsibilities and obligations hereunder, shall not be deemed to be an agent of the CITY but shall take all steps at its own expense, as the CITY may from time-to-time request, to indicate and assure that it is an independent contractor. The CITY does not, and will not assume any responsibility for, the means or manner in which services by the ALLIANCE provided for herein are performed, but on the contrary, the ALLIANCE shall be wholly responsible therefore.
6. The ALLIANCE shall not transfer or assign this AGREEMENT or any of the rights or privileges granted herein without the prior written consent of the CITY, and the ALLIANCE shall comply strictly with all the laws of Baldwin County, Alabama, the State of Alabama, the United States of America and all the rules and regulations of all applicable agencies thereof.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals on the day and year first written above.

Michael M. McMillan
Mayor of the City of Spanish Fort

ATTEST:

Rebecca A. Gaines
City Clerk/Treasurer

Lee Lawson,
President and CEO
Baldwin County Economic
Development Alliance, Inc.

RESOLUTION NO. 1536-2025

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT BETWEEN THE CITY OF SPANISH FORT, ALABAMA, AND
THE EASTERN SHORE CHAMBER OF COMMERCE**

WHEREAS, it is in the best interest of the citizens of the City of Spanish Fort, Alabama, to secure the services of the Eastern Shore Chamber of Commerce to advertise and promote the City of Spanish Fort.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

SECTION 1. The Mayor is hereby requested to enter into a contract with the Eastern Shore Chamber of Commerce to provide the services as aforementioned. A copy of the proposed contract is attached hereto as Exhibit A. Said contract shall be in effect for a period of one (1) year and for the amount of Twenty-One Thousand Dollars (\$21,000.00) payable in one payment.

SECTION 2. Any resolution heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Resolution is hereby repealed to the extent of such conflict.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED this ____ day of _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

EXHIBIT A

CONTRACT FOR SERVICES

STATE OF ALABAMA
COUNTY OF BALDWIN

This Contract for Services is entered into by and between the City of Spanish Fort, Alabama (hereinafter referred to as “City”), and the Eastern Shore Chamber of Commerce (hereinafter referred to as “Chamber”) on this the ____day of ____, 2025.

1. The term of the contract is for a period of one (1) year, beginning on the 1st day of July, 2025, and ending on the 30th day of June, 2026.

2. For and in consideration of the sum of Twenty-One Thousand Dollars (\$21,000.00), payable in one lump sum, the Chamber agrees to work with the Mayor, City Council and their agents to advertise and promote the City and keep the City informed of commercial and business activities.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers.

CITY OF SPANISH FORT

EASTERN SHORE CHAMBER OF COMMERCE

By: _____
Michael M. McMillan
Mayor

By: _____
President

ATTEST:

ATTEST:

Rebecca A. Gaines
City Clerk

RESOLUTION NO. 1537-2025

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO
AN AGREEMENT WITH THE MOBILE BAY NATIONAL ESTUARY PROGRAM**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

WHEREAS, the Mobile Bay National Estuary Program (“Agency”) is engaged in a program to identify concerns and problems related to Mobile Bay and establish a plan to safeguard the natural resources of Mobile Bay; and

WHEREAS, the City desires to enter into a contract with the Mobile Bay National Estuary Program and the Contractor in order to provide necessary local matching funds pursuant to the Federal Grant Program for the performance of the work associated therewith.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

SECTION 1. The City Council of the City of Spanish Fort, Alabama, hereby authorizes the Mayor to enter into a contract with the Mobile Bay National Estuary Program for the performance of the work set forth in the contract, subject to any changes approved by the Mayor and City Attorney. A copy of the proposed contract is attached hereto as Exhibit 1.

SECTION 2. If any part, section or subdivision of this Resolution shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Resolution, which shall continue in full force and effect notwithstanding such holding.

SECTION 3. This Resolution shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED and APPROVED this the ____ day of _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

Exhibit 1

STATE OF ALABAMA)
BALDWIN COUNTY)
CITY OF SPANISH FORT)

MUNICIPAL AGENCY FUNDING CONTRACT

THIS AGREEMENT, made and entered into on this the ____ day of _____, 2025, but effective as of the 1st day of October, 2024, by and between the CITY OF SPANISH FORT, a municipal corporation, of the State of Alabama (hereinafter sometimes referred to as “City” or “the City”), and THE MOBILE BAY NATIONAL ESTUARY PROGRAM, (hereinafter sometimes referred to as the “Agency”):

W-I-T-N-E-S-S-E-T-H

WHEREAS, the Agency has requested that the City of Spanish Fort appropriate funds for its use for the benefit, either directly or indirectly, of the residents of the City; and

WHEREAS, the City of Spanish Fort desires to have the Agency perform certain services during the 2024-2025 fiscal year.

NOW, THEREFORE, in consideration of the benefits moving each to the other, it is mutually agreed by and between the City and the Agency as follows:

I. AUTHORITY

Agency represents and warrants to City that it is authorized by law to receive funding from City and that such funding will not be in violation of Article IV, Section 94, or amendments thereto, of the Constitution of Alabama, 1901, or any other constitutional or statutory provision. Agency further warrants that funding from the City will only be used to perform public services and/or acts which the City is otherwise authorized to perform or to fund itself.

II. SERVICES

The Agency shall provide the following public services within the Corporate Limits of the City of Spanish Fort.

- 1) Address regional environmental challenges such as comprehensive land use planning, storm water management, and growth practices by helping bay communities develop the tools necessary to strike a balance between growth and development and the wise use and protection of water, land, and living resources; and
- 2) Promote the use of sound, science-based information; and
- 3) Initiate programs and projects that benefit both the citizens and the environment; and
- 4) Implement the community-developed Comprehensive Conservation and Management Plan.

If Agency provides public services both inside and outside the Corporate Limits of the City, then, if requested by the City or its representative, it shall submit an audit report demonstrating that services by the Agency, at least to the extent of the funding herein, shall be and were provided within the Corporate Limits of the City, including an identification of the number of City residents served by said agency.

III. APPROPRIATION

The City shall appropriate funds to the Agency in the following amount for the 2024-2025 fiscal year: \$5,000 (Five Thousand Dollars), said amount to be paid pursuant to a method determined by the City Clerk/Treasurer of the City. The City Clerk/Treasurer of the City or his/her designee shall be the representative of the City for the administration and implementation of the provisions hereof on behalf of the City.

IV. SEPARATE AGREEMENTS

The City shall be under no obligation to the Agency except to the extent set out expressly in this Agreement. Provided, however, in the event there is a separate valid written agreement between the City and Agency, then this Funding Agreement is supplemental thereto, and in the event of a conflict, the terms of the latest written agreement shall prevail.

V. TERM; TERMINATION

The terms of the Agreement shall commence as of the 1st day of October, 2024, and shall continue in force until the 30th day of September, 2025, unless sooner terminated. Provided, however, in the event a new contract is not executed by the commencement of the new fiscal year, the City may elect to continue funding if appropriated by budget or budget continuation provisions and if so, the Agency agrees to remain bound by the terms of the Agreement and to continue to provide all services hereunder until a new funding contract is executed, the contract is otherwise terminated as set forth herein or if the official City budget does not contain an appropriation for the Agency. Either party to this Agreement may, with or without cause, terminate this Agreement as of the first day of any month by giving the other party no less than thirty (30) days written notice thereof. In the event of termination by either party, the Agency shall refund to the City an amount equal to the excess of the total amount appropriated over an amount which bears the same ratio to the total amount appropriated as the month(s) actually performed bear to the total months covered by this Agreement.

VI. NON-DISCRIMINATION AND COMPLIANCE

This Agency hereby covenants and agrees that in performing its responsibilities and obligations hereunder, the Agency, its officers, agents and employees will not, on the grounds of race, color, sex, religion, national origin, or disability, discriminate or permit discrimination against any person or group of persons, in any manner. The Agency further agrees to comply with all applicable state and federal ordinances and regulations, including but not limited, to the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Civil Rights Act of 1964, and any regulations promulgated thereunder. The Agency further agrees to appoint an ADA coordinator. Said coordinator will be responsible for ensuring that the Agency is in compliance with the Americans with Disabilities Act and will advise the City of Spanish Fort ADA Coordinator for services and programs as to the Agency's state of compliance with the Americans with Disabilities Act.

VII. INDEPENDENT CONTRACTOR

It is agreed between the City and the Agency that the Agency is an independent contractor. Neither the City nor its officers, agents or employees shall be liable for damages, claims, actions, or causes of action, brought against the Agency, for the activities of the Agency.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of Agency, and shall not be liable for any debts or obligations incurred by Agency, nor shall the City be deemed or construed to be partner, joint venturer or otherwise interested party in the assets of Agency, or profits earned or derived by Agency, nor shall Agency at any time or times use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies, or other thing or things whatsoever.

Agency in the performance of its operations and obligations hereunder shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as City may from time to time request to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or manner in which services by Agency, provided for herein, are performed, but on the contrary, Agency shall be wholly responsible therefore.

VIII. INDEMNITY

The Agency hereby covenants with the City that it will indemnify and hold the City and its officers, agents and employees harmless for or on account of any claim, suit, cause of action or judgment arising out of or in any manner associated with this Agreement or services provided or performed by Agency or any of its officers, agents, or employees.

IX. NO THIRD PARTY BENEFICIARIES

It is the intent of the parties to this Agreement that they be the only parties to the Agreement and to expressly exclude third party beneficiaries. No person not a party to the Agreement may claim benefits under the Agreement.

X. SERVICE AREA

Agency shall submit, if requested by the City, to the Office of the City Clerk/Treasurer of the City, a written monthly report of the Agency's activities and expenditures, including, but not limited to, information demonstrating that services by the Agency within the Corporate Limits of the City at least equal, if not exceed, the funding from the City for that month. Should the City determine at any time during the term of this Contract that Agency is not providing services within the City Corporate Limits at least equal to the funding herein, then the City may terminate this Agreement immediately. Upon such termination, Agency may be, at the sole discretion of the City, required to refund any funds deemed by the City not to have been appropriately expended within the Corporate Limits.

XI. BOOKS AND RECORDS/REPORTS

Agency shall, at the request of the City, throw open and provide, at a time and place designated by the City, all books, records, accounts, statements and other documents as needed by the City to enable it to conduct a financial and/or operational review or audit of agency operations and/or finances. If Agency refuses to honor the City's request with ten (10) days, it shall refund to the City all funds appropriated to it during the term of the contract. All reports, evaluations and audits required shall be provided by Agency to any person appointed by the City or the Mayor.

XII. AUDIT

The City may require Agency to have its financial records audited by an independent CPA firm. A copy of the audited financial statements will be mailed to the City's City Clerk/Treasurer as soon as possible after the statements are issued.

XIII. OPEN MEETINGS, PUBLIC RECORDS, COMPETITIVE BIDS AND OTHER APPLICABLE LAWS

- A.** As Agency is receiving public funds and/or other things of public value, Agency agrees as follows:
1. To the same and like extent as is applicable to the City of Spanish Fort, all meetings of the governing or controlling body of the Agency or any committee or subcommittee thereof shall be open to the public when any issue or matter involving or relating directly or indirectly to this Agreement is discussed or considered and when there is any discussion or consideration of the use of public funds or things of value provided to the Agency by or through the City.
 2. Public Records. To the same and like extent as is applicable to the City of Spanish Fort pursuant to the State law, all records, documents, letters, minutes, memoranda, etc. of the Agency shall be open to public inspection and copying when the same pertain to any issue or matter involving or relating directly or indirectly to the performance by Agency of this Agreement or the use of public funds or other things of value provided to the agency by or through the City.
 3. Expenditure of Public Funds. To the same and like extent as is applicable to the City pursuant to State law, all expenditures or disbursements of funds received by the Agency, whether directly or indirectly, from the City shall be subject to competitive bidding.

XIV. SEVERABILITY

It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, or otherwise appears to both parties to be invalid, the invalidity of any such covenant, condition, or provision herein contained shall not affect other remaining and valid covenants or conditions herein, unless such invalidity renders performance of the essential elements of the contract impossible.

XV. MISCELLANEOUS CLAUSES

Capacity: Each Party to this Agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That each has full power and capacity to enter into this Agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer, areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C. That to the extent required, each Party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.
- D. That each Party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of the Agreement by such representative fully and completely binds the Party to the terms and conditions hereof.
- E. That absent fraud, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorization for execution exists and has been performed and the other Party shall be entitled to rely upon the same. To the extent a Party is a partnership, limited liability company or joint venture, the execution of this Agreement by any member thereof shall bind the Party and to the extent that the execution of Agreement is limited to a manager, managing partner or specific member, then the person so executing this Agreement is duly authorized to act in such capacity for the Party.
- F. That each party represents and warrants to the other that there is no litigation, claim, or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
- G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to the terms and conditions of the Agreement.

Final Integration: This Agreement together with any amendments, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

Force Majeure: Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents, or contractors.

Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this Agreement are for convenience and reference only, are not a part of the Agreement, and in no way define, describe, extend or limit the scope or intent of this Agreement.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory, "may" is permissive.

Governing Laws: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

Prohibition on Assignment and Delegation: No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable irrespective of such assignment or delegation.

Waiver: Non enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

Ownership of Contract Documents: The Contract Documents, and copies of parts thereof, are furnished and owned by the City. All portions of the Contract Document, and copies of parts thereof, are the instruments of service for this project. They are not to be used on other work and are to be returned to the City on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City. Such user shall hold the City harmless from any and all damages, including reasonable attorney's fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

Fines and Penalties: The Contractor shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the Owner and/or Contractor which are related to the Contractor's operations. The Owner shall deduct the amount of the levied fine or penalty from the Contract amount.

Agreement Date/Counterparts: The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Use of Words and Phrases: The following words and phrases, where used in this document, shall be given the following and respective interpretations. "Herein," "hereby," "hereunder," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in any portion of this Agreement unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first set forth above.

**CITY OF SPANISH FORT, a
Municipal Corporation**

Michael M. McMillan, Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

**MOBILE BAY NATIONAL ESTUARY
PROGRAM**

BY: _____

TITLE: Director, Mobile Bay NEP

Federal Tax ID#: 63-0779657

RESOLUTION NO. 1538-2025

A RESOLUTION AUTHORIZING THE MAYOR TO CONTRACT WITH CARE HOUSE, INC., D/B/A THE BALDWIN COUNTY CHILD ADVOCACY CENTER, FOR SERVICES PROVIDED TO THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, the City and the Spanish Fort Police Department have provided for the safety, welfare and security of its citizens by utilizing the services of Care House, Inc., doing business as the Baldwin County Child Advocacy Center (“the Child Advocacy Center”), for investigation and interview services for children who are crime victims; and

WHEREAS, the Child Advocacy Center is willing to provide such services to the citizens of the City, the Spanish Fort Police Department and to those children who are crime victims; and

WHEREAS, it is in the best interest of the citizens of the City of Spanish Fort, for the City to contract with the Child Advocacy Center for the valuable services it provides to the City of Spanish Fort, the Spanish Fort Police Department and crime victims in the City of Spanish Fort.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. In accordance with the Fiscal Year 2024-25 Budget adopted by the City Council, the Mayor is hereby authorized to execute a Contract for Services with Care House Inc., doing business as the Baldwin County Child Advocacy Center, for services provided to the City of Spanish Fort, the Spanish Fort Police Department and children who are crime victims in the City of Spanish Fort. A copy of the proposed Contract for Services is attached as Exhibit A, subject to any changes deemed necessary by the Mayor.

SECTION 2. Any Resolution heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Resolution is hereby repealed to the extent of such conflict.

SECTION 3. If any part, section or subdivision of this Resolution shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Resolution, which shall continue in full force and effect notwithstanding such holding.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED this ____ day of ____ 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

STATE OF ALABAMA
COUNTY OF BALDWIN

CONTRACT FOR SERVICES

This Contract for Services is executed by and between the City of Spanish Fort, Alabama, an Alabama municipal corporation (hereinafter referred to as “City”), and The Care House, Inc., d/b/a The Baldwin County Child Advocacy Center (hereinafter referred to as “The Child Advocacy Center”), on this the ____ day of _____, 2025, but effective as of October 1, 2024.

- 1. The term of the contract is for a period of one (1) year, beginning on the 1st day of October, 2024, and ending on the 30th day of September, 2025, for the sum of \$2,000.00.
- 2. The Child Advocacy Center agrees to provide services to the citizens of the City, the Spanish Fort Police Department and to those who are crime victims by providing assistance in investigations and providing interview services for children who are crime victims, among other services.

IN WITNESS WHEREOF, the parties to this Contract for Services, by and through their duly authorized representatives, have executed this Contract for Services on the days and dates set out below.

CITY OF SPANISH FORT, ALABAMA

By: _____
MICHAEL M. MCMILLAN / Date: _____
Its: MAYOR

ATTEST:

By: _____
REBECCA A. GAINES
Its: CITY CLERK

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that MICHAEL M. MCMILLAN, whose name as Mayor of The City of Spanish Fort, Alabama, an Alabama municipal corporation, and REBECCA A. GAINES, whose name as City Clerk, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and seal this _____ day of _____, 2025.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____

THE CARE HOUSE, INC., D/B/A THE
BALDWIN COUNTY CHILD
ADVOCACY CENTER

By: _____ / Date
Its: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said
County in said State, hereby certify that _____, whose name as
_____ of THE CARE HOUSE, INC., D/B/A THE BALDWIN COUNTY CHILD
ADVOCACY CENTER, is signed to the foregoing instrument and who is known to me,
acknowledged before me on this day that, being informed of the contents of the instrument, he/she,
as such officer and with full authority, executed the same voluntarily for and as the act of said
corporation.

Given under my hand and seal this _____ day of _____, 2025.

Notary Public, Baldwin County, Alabama
My Commission Expires:_____

RESOLUTION NO. 1539-2025

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
BETWEEN THE STATE OF ALABAMA DEPARTMENT OF CONSERVATION AND
NATURAL RESOURCES AND THE CITY OF SPANISH FORT, ALABAMA, FOR
GULF OF MEXICO ENERGY SECURITY ACT (GOMESA) FUNDS**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH
FORT, ALABAMA, AS FOLLOWS:**

Section 1. The City Council hereby authorizes the Mayor to execute and enter into an agreement with the Alabama Department of Conservation and Natural Resources for a GOMESA Grant. A copy of the Agreement is attached hereto as Exhibit A, subject to any changes approved by the Mayor.

Section 2. The Mayor of the City of Spanish Fort is hereby authorized to execute on behalf of the City any and all documents deemed necessary to complete requirements of the Natural Resources Conservation Service.

Section 3. If any part, section or subdivision of this Resolution shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Resolution, which shall continue in full force and effect.

Section 4. This Resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED this _____ day of _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

STATE OF ALABAMA)

ADCNR GRANT#: G-SFHP/24/SF

BALDWIN COUNTY)

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the City of Spanish Fort, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties") to provide funding made available to the State of Alabama under the Gulf of Mexico Energy Security Act of 2006 ("GOMESA").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under GOMESA to Grantee, in accordance with the authorized uses and purposes set forth in GOMESA, to implement construction of improvements and amenities furthering public access and outdoor recreational opportunities at Grantee's Honor Park site as described in the Disbursement Justification attached as Exhibit A ("Project").
2. **CERTIFICATION OF AUTHORIZED USES FOR PROJECT SERVICES:** Grantee warrants and represents that it will only use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Specifically, Grantee will use these funds for projects that satisfy one or more of the following authorized uses:
 - a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
 - b. Mitigation of damage to fish, wildlife, or natural resources;
 - c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
 - d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
 - e. Planning assistance and the administrative costs of complying with GOMESA.
3. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide,

in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 14.

4. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin on the date of the Commissioner's signature ("Project Commencement Date") and end August 16, 2027.
5. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the date of the Commissioner's signature ("Effective Date") and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.
6. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.
7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two payments, for a total Agreement amount not to exceed THREE MILLION and NO/100 (\$3,000,000), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.
8. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.
9. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA, local, state, and federal laws, as well as other applicable requirements, including the following:
 - a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose may not qualify as an Allowable Cost.

- b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs to be funded pursuant to this Agreement.
 - c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs, unless it receives express written approval from ADCNR.
 - d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Costs and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.
10. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees that failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attention: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

11. INDEMNIFICATION AND HOLD HARMLESS:

- a. Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of Grantee, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgments, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein by Grantee. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent.
- b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

12. CLAIMS FOR LIENS: Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

13. ASSIGNMENT / AMENDMENT: Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

14. CLOSEOUT PROCESS: The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient

documents, and submitting the required final reports, while adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

15. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.
16. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.
17. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.
18. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.
19. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:
 - a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available

at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

- b. Pursuant to Alabama Act No. 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.
 - c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.
20. **INSURANCE:** In addition, Grantee shall maintain in force, at its sole expense, liability insurance for injury or death or damage to property, in the amount of FIVE MILLION DOLLARS (\$5,000,000), for claims which may occur or in any way grow out of any act or omission of Grantee, its officers, agents, and employees and Grantee's agents, servants, employees and subcontractors, which includes insurance coverage for Grantee's indemnitee obligations as set forth in Paragraph 11, and shall include ADCNR, its officers, employees, and agents, as additional insureds in said insurance policy. Grantee shall provide to ADCNR a current certificate of insurance and said insurance carrier or carriers shall be required to provide unto ADCNR at least thirty (30) days' written notice of any cancellation or modification of coverage under any such policies. Any notices required to be provided by ADCNR hereunder shall be made to General Counsel, State of Alabama Department of Conservation and Natural Resources, 64 North Union Street, Suite 474, Montgomery, Alabama, 36130.
21. **TERMINATION:** In addition to terms of Paragraphs 8, 25, and 37, this Agreement may be terminated as follows:
- a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

- b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.
 - c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.
22. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.
23. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 32 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.
24. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.
25. **NON-APPROPRIATION AND PRORATION:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Agreement shall be cancelled, and, to the extent permissible by law, the Grantee shall be reimbursed for the reasonable value of any non recurring costs incurred but not amortized in the price of the supplies or services delivered under the Agreement. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

In the event that proration of appropriated funds from which the State is to pay the Grantee is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the Grantee shall have the option, in addition to the other remedies of the Agreement, of renegotiating the Agreement to extend or change payment terms or amounts, or terminating

the Agreement. In all circumstances, it is agreed that the terms and commitments of this Agreement shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

26. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
27. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
28. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
29. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.
30. **BOYCOTT:** In compliance with Alabama Act No. 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
31. **ECONOMIC BOYCOTT:** In compliance with Ala. Act No. 2023-409, by signing this Agreement, Grantee provides written verification that Grantee, without violating controlling law or regulation, does not and will not, during the term of the Agreement

engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.

32. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

Attention: Christopher M. Blankenship, Commissioner
Alabama Department of Conservation and Natural Resources
64 N. Union St., Suite 468
Montgomery, AL 36130

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

Attention: Michael M. McMillan, Mayor
City of Spanish Fort
7361 Spanish Fort Boulevard
Spanish Fort, AL 36527

33. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.
34. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State’s right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.
35. **CHOICE OF LAW / VENUE:** Grantee agrees that the Laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, and

that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.

36. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
37. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").
38. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.
39. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
40. **SUPERSEDES:** ADCNR and grantee represent that this Agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.
41. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized.

ADCNR:

GRANTEE:

Christopher M. Blankenship
Commissioner

Michael M. McMillan, Mayor
City of Spanish Fort

Date: _____

EXHIBIT A

State of Alabama GOMESA Disbursement Justification

Background:

The GOMESA was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of America. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

- a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
- b. Mitigation of damage to fish, wildlife, or natural resources;
- c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
- d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
- e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

Honor Park – A City of Spanish Fort Project

Formerly known as Cypress Point, Honor Park is an approximately 142-acre city-owned parcel located along Hwy 225 within the city limits of Spanish Fort, Alabama. The property which was acquired by the City through a previous 2021 GOMESA funded project (G-SFCP/21/SF) is located along Bay Minette Creek and Basin to the North and West near the Spanish Fort Estates subdivision (Figure 1).

This GOMESA project will fund implementation of improvements at the Honor Park site including the following: 3 miles of multi-use trails; a trailhead facility with road access; handicap accessible parking; restroom amenities with a covered porch for shelter during inclement weather; a trailhead informational kiosk; bicycle repair station; educational and entry signage; waterfront access including a raised boardwalk and fishing pier; a kayak/canoe launch; 2 outdoor classrooms; utility improvements, lighting, and other associated amenities such as rest areas with site furnishings that include benches, trash receptacles, recycle bins, and picnic tables (Figure 2).

The multi-use trails will be a combination of at-grade and cross slope-controlled pathways with raised wooden boardwalks to maintain natural hydrological flows across the site. The parking area will be comprised of aggregate surfacing held in place with a continuous ribbon curb. The handicapped parking will be concrete slab on grade to support delineation and marking. The access road will be paved with asphalt to allow for vehicular traffic and emergency access. A culvert will also be required for the driveway apron to maintain hydraulic flow along Hwy 225.

This project will enhance public access and increase public outdoor recreational opportunities along the Mobile-Tensaw River Delta. The parking improvements as well as the waterfront access enhancements such as the raised boardwalk, fishing pier, and kayak/canoe launch are significant in a region of coastal Alabama where access to the waterfront and natural resources is limited. In addition, upon completion, the expanded access opportunities made available to the public and associated planned access design will mitigate impacts to natural resources caused by unmanaged access and user pressure due to currently limited access points. Such unmanaged access often results in adverse environmental impacts associated with increased sediment load from shoreline de-stabilization, rutting/soil compaction, and increased siltation of wetland habitats. The amenity enhancements will further enhance opportunities to implement community and student education offerings that will further efforts to increase the public awareness of the need to conserve and restore Alabama's unique coastal natural resources.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, the Alabama Coastal Area Management Program (ACAMP) is a voluntary federal/state partnership established by the Alabama State Legislature in 1979 in accordance with the Coastal Zone Management Act of 1972 (CZMA) and is intended to provide for the protection, restoration, and responsible development of the state's legislatively defined coastal area. Section 309(a)(3) of the ACAMP seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. The construction components of this project will also mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure public access project.

Project Duration:

This project is expected to take approximately twenty-four (24) months from the execution of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs which includes satisfactory evidence that Grantee is in compliance with insurance requirements set forth in Paragraph 20 of the Agreement.

The second and final installment will be disbursed following submission of an invoice that includes (1) satisfactory evidence that Grantee is in compliance with insurance requirements set forth in Paragraph 20 of the Agreement; (2) satisfactory verification that construction completion of project components can be achieved through available funding; and (3) satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs.

Anticipated Costs:

| Installment | Category | Estimated Cost |
|---|---|-----------------------|
| 1 | Engineering & Design, Permitting, Construction Services, & Grant Administration | \$460,000 |
| 2 | Construction Costs | \$2,540,000 |
| | | |
| Total GOMESA Funding Not to Exceed | | \$3,000,000 |

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

Submitted and Approved By:

Michael M. McMillan, Mayor
City of Spanish Fort

Figure 1: Project Location



Figure 2: Project Improvement Site Plan



RESOLUTION NO. 1541-2025

A RESOLUTION AUTHORIZING EMPLOYEES OF THE CITY OF SPANISH FORT TO MAKE A ONE-TIME DONATION OF ACCRUED SICK LEAVE TO A SICK LEAVE BANK FOR AN EMPLOYEE

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. The City Council hereby authorizes all City employees to make a one-time donation of accrued sick leave to a sick leave bank for an employee who will have exhausted all of their available sick leave, annual leave and personal days due to an unexpected medically necessary surgical procedure. All donating employees shall be required to sign a donation waiver form setting forth the amount of sick leave donated by the employee, and the donating employee shall designate which employee shall receive the donation of sick leave and the amount donated to such employee.

SECTION 2. Any unused sick leave donated to the bank will revert to the donating employees on a pro-rata basis as determined by the City Clerk.

SECTION 3. Nothing contained in this Resolution shall be construed to authorize future grants or donations of sick leave by employees.

SECTION 4. If any part, section or subdivision of this Resolution shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Resolution, which shall continue in full force and effect notwithstanding such holding.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

ADOPTED and APPROVED this _____ day of _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

RESOLUTION NO. 1542-2025

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH SUNSET CONTRACTING, INC., FOR REPAIRS AT SARA
AVENUE**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH
FORT, ALABAMA, AS FOLLOWS:**

SECTION 1. The City Council hereby authorizes the Mayor to enter into an agreement with Sunset Contracting, Inc., in the amount of \$18,125.00 for drainage and asphalt repairs at Sara Avenue. A copy of the proposal for the work is attached hereto as Exhibit 1, subject to any changes deemed necessary by the Mayor.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED this ____ day of _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

SUNSET CONTRACTING, INC.

3030 Lees Ln. * Mobile, Alabama 36693
Phone: (251) 660-0411 Fax: (251) 660-0494

July 10, 2025

City of Spanish Fort
7581 Spanish Fort Blvd.
Spanish Fort, AL 36527

Re: Sara Ave

Attn: Shannon

Items included are listed below.

1. Mobilization
2. Remove Existing Weir Inlet
3. Install Double Wing S Type Inlet Throat & Top
4. Asphalt Repair 30' x 3'

Total \$ 18,125.00

Items Excluded are listed Below.

1. Existing Utilities

Thanks



Marion Peterson
Estimator

*Environmental
Funds*

RESOLUTION NO. 1543-2025

A RESOLUTION TO PURCHASE EQUIPMENT USING OPIOID SETTLEMENT FUNDS

WHEREAS, the City of Spanish Fort, Alabama has established an Opioid Settlement Account to receive funds from various opioid litigation settlements; and

WHEREAS, the City of Spanish Fort recognizes the severe impact of the opioid epidemic on the community and its residents; and

WHEREAS, the City of Spanish Fort is committed to utilizing the funds from the Opioid Settlement Account to alleviate the harm caused by the opioid epidemic; and

WHEREAS, purchasing automated external defibrillators (AED's) provides a mechanism for combatting overdoses resulting from opioid use; and

WHEREAS, providing funding for the purchase of AED's is an approved use of funds from the Opioid Settlement Account.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. The Spanish Fort City Council approves the expenditure of funds from the Opioid Settlement Account in the amount of \$7971.45 to Avive Solutions, Inc., for the purchase of 3 automated external defibrillators and in the amount of \$8910.00 for climate-controlled cabinets and remote monitoring of the defibrillators to Action First Aid.ca for placement in City parks. A copy of the proposal from Avive Solutions, Inc., is attached as Exhibit 1 and a copy of the proposal from Action First Aid.ca is attached as Exhibit 2, subject to any changes to the terms and conditions deemed necessary by the Mayor.

SECTION 2. Any Resolution heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Resolution is hereby repealed to the extent of such conflict.

SECTION 3. If any part, section or subdivision of this Resolution shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Resolution, which shall continue in full force and effect notwithstanding such holding.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED this ____ day of ____ 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk



Avive Solutions, Inc
185 Valley Drive
Brisbane, California 94005-1340
United States

QUOTE for Spanish Fort Fire Rescue
Quote: SQ-250723-0003353
Valid Through: 8/22/2025
Proposed by: Dan Dorsey

Quote

Address Information

Bill To:

Spanish Fort Fire Rescue
7580 Spanish Fort Blvd
Spanish Fort, Alabama 36527
United States

Ship To:

Spanish Fort Fire Rescue
7580 Spanish Fort Blvd
Spanish Fort, Alabama 36527
United States

Account Name: Spanish Fort Fire Rescue

Contact Buying: Roger Few

Contact Shipping: Roger Few

Terms and Conditions

Payment Method: Invoice

Payment Terms: Net 30 Days

Delivery Terms: FOB Origin

Billing Method: Email

AEDs and Bundles

| Product | Description | SKU | Qty | List Price | Sales Price | Amount |
|--|---|-------|-----|------------|-------------|------------|
| Avive Connect AED with 8 Years of REALConnect Services | One Avive AED with Avive Connect Installed. Includes one single-use Pad Cartridge, CPR/AED Rescue Kit, Semi-Rigid AED Carrying Case, medical-grade USB Power Adapter, and USB Charging Cable. Includes eight years of access to Avive's REALConnect Services. | AED08 | 3 | \$2,951.17 | \$2,657.15 | \$7,971.45 |

Additional Charges/Credits

| Additional Charge/Credit | Quantity | Unit Price | Amount |
|--------------------------|----------|------------|--------|
| UPS Ground | 1 | \$0.00 | \$0.00 |

Shipping Total: \$0.00

Tax: \$0.00

First Year Contract Total: \$7,971.45

+ The unit price shown above has been rounded to two decimal places for display purposes.

Specific Terms

PEPPM 2025 Product Line - PA #543002-007

Appropriate sales tax will be applied to invoices upon shipment, if applicable. I have read and agree to Avive Solutions Inc.'s General Terms and Conditions of Sale found at <https://avive.life/terms-of-sale>. If there is a conflict between the applicable terms and conditions and an Order, the terms of the Order will control.

All rights reserved. Copyright Avive Solutions, Inc

Action First Aid
92 Commerce Park Dr. Unit #5&6
Barrie ON L4N 8W8
705-720-2978
info@actionfirstaid.ca
actionfirstaid.ca



QUOTE #1027881

BILL TO
Spanish Fort Fire Department
7580 Spanish Fort Blvd
Spanish, AB
36527

SHIP TO
TBD

DATE:
2025-07-31

QUOTE VALID UNTIL:
2025-08-30

P.O. NUMBER

SALES REPRESENTATIVE
Danielle Menard Jacob

| SKU | Product / Service Description | Qty | Unit Price | Amount |
|-----|-------------------------------|-----|------------|--------|
|-----|-------------------------------|-----|------------|--------|

SaveStation Standard 500VHM Ventilated, Heated and Monitored Cabinet includes a high visibility mounting panel with Public Access Defibrillator signage and a customizable 911 Location Decal.

The package features:

- An audible and visual alarm
- Transparent cover for maximum AED visibility
- A ventilation and heating system that automatically activates to maintain the AEDs operational requirements in typical North American climates.
- Integrated luminosity sensor that will illuminate the cabinet in low light conditions
- A photo control camera with infrared lens automatically takes pictures when the cabinet is opened and when the AED is removed
- Remote monitoring and communication of AED operational status and cabinet conditions using a LAN/ethernet or cellular data connection
- Four year cellular plan with access to monitoring platform
- Outdoor electrical kit with 24V power supply, waterproof junction box, pre electrical setup & installation guide

SS500VHM

3 ~~\$3,150.00~~ **\$2,835.00** \$8,505.00

Please refer to Local Jurisdiction Electrical requirements. Installation to be performed by a Certified Electrician only.

For use with all AED brands and models.

Mounting Panel Dimensions: 18.75" W x 30" H x 0.32" D
Cabinet Outside Dimensions: 15" W x 16.5" H x 7.5" D
Weight: 25 lbs.

**AVIVE-
STANDARD**

The Avive Add-On for the SaveStation Standard includes electrical modifications that allow the Avive AED to be plugged in while being stored outdoors, as well as additional signage indicating that the AED is plugged in.

3 ~~\$150.00~~ **\$135.00** \$405.00

TERMS: Due on Receipt

(GST/HST No. 862917036)

| | |
|-----------------|------------|
| SUBTOTAL | \$8,910.00 |
| SHIPPING | \$0.00 |
| TAX (Exempt -) | \$0.00 |
| TOTAL | \$8,910.00 |

Action First Aid
92 Commerce Park Dr. Unit #5&6
Barrie ON L4N 8W8
705-720-2978
info@actionfirstaid.ca
actionfirstaid.ca



QUOTE #1027880

BILL TO
Spanish Fort Fire Department
7580 Spanish Fort Blvd
Spanish, AB
36527

SHIP TO
TBD

DATE:
2025-07-31

QUOTE VALID UNTIL:
2025-08-30

P.O. NUMBER

SALES REPRESENTATIVE
Danielle Menard Jacob

| SKU | Product / Service Description | Qty | Unit Price | Amount |
|-----|-------------------------------|-----|------------|--------|
|-----|-------------------------------|-----|------------|--------|

SaveStation Standard 500VH Ventilated and Heated Cabinet includes a high visibility mounting panel with Public Access Defibrillator signage and a customizable 911 Location Decal.

The package features:

- An audible and visual alarm
- Transparent cover for maximum AED visibility
- A ventilation and heating system that automatically activates to maintain the AEDs operational requirements in typical North American climates.
- Integrated luminosity sensor that will illuminate the cabinet in low light conditions
- Outdoor electrical kit with 24V power supply, waterproof junction box, pre electrical setup & installation guide

| | | | | |
|---------|--|---|------------------------------|------------|
| SS500VH | | 3 | \$885.00 \$796.50 | \$2,389.50 |
|---------|--|---|------------------------------|------------|

Please refer to Local Jurisdiction Electrical requirements. Installation to be performed by a Certified Electrician only.

For use with all AED brands and models.

Mounting Panel Dimensions: 18.75" W x 30" H x 0.32" D
Cabinet Outside Dimensions: 15" W x 16.5" H x 7.5" D
Weight: 25 lbs.

| | | | | |
|----------------|---|---|------------------------------|----------|
| AVIVE-STANDARD | The Avive Add-On for the SaveStation Standard includes electrical modifications that allow the Avive AED to be plugged in while being stored outdoors, as well as additional signage indicating that the AED is plugged in. | 3 | \$150.00 \$135.00 | \$405.00 |
|----------------|---|---|------------------------------|----------|

NOTES: Prices in USD, Shipping cost not included in quote

TERMS: Due on Receipt

(GST/HST No. 862917036)

| | |
|-----------------|------------|
| SUBTOTAL | \$2,794.50 |
| SHIPPING | \$0.00 |
| TAX (Exempt -) | \$0.00 |
| TOTAL | \$2,794.50 |



SaveStation® Standard

Installation Guide - Philips HeartStart FRx



1-833-728-7828 (SAV STAT)

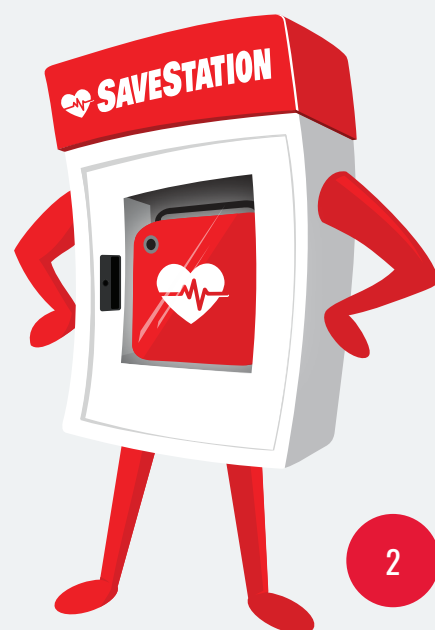
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SaveStation Standard Installation Guide v.1 September, 2019

Installation Disclaimer

The material and information contained in this guide is for general information purposes only. Please consult with a SaveStation technician or registered Electrician if you have any hesitation/concerns with the cabinet install. SaveStation endeavours to keep the installation information up to date and correct. SaveStation can not be held responsible for any product installed incorrectly, altered or used inappropriately.

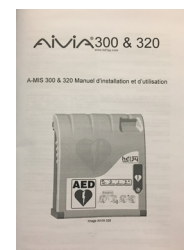
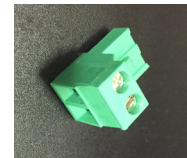


If you have any issues or questions, please feel free to call 1-833-728-7828 or email: support@savestation.ca.

Package Includes

1. Aivia 300 Cabinet
 - Cabinet
 - SaveStation Backsplash
 - Electrical Terminal (green)
 - Bungee Cord (AED restraint)
 - Instruction Manual
 - AED Optical Sensor & Base
2. Junction Box (6x6x4)
 - 24V Meanwell Power Supply
 - 2 Strain Relief Connectors
 - DIN Rail 6"
3. 6' of SELV Wire 18 AWG (for connection of power supply to green cabinet terminal)
4. Maintenance & Shutdown Cards

1.



2.



3.



4.



You Will Need:

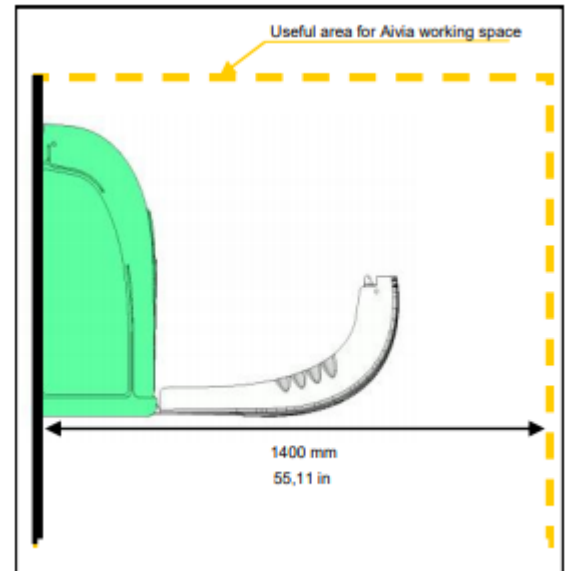
1. Hardware for fastening the cabinet and junction box to wall
 - M6 min to M8 max
 - Must be able to carry a min load of 20kg (44lb)
2. Wire for connecting individual breaker to power supply
 - Must be a section of 14AWG
3. 15A/5ma GFCI Breaker (if needed)



Installation Planning

When deciding on a location:

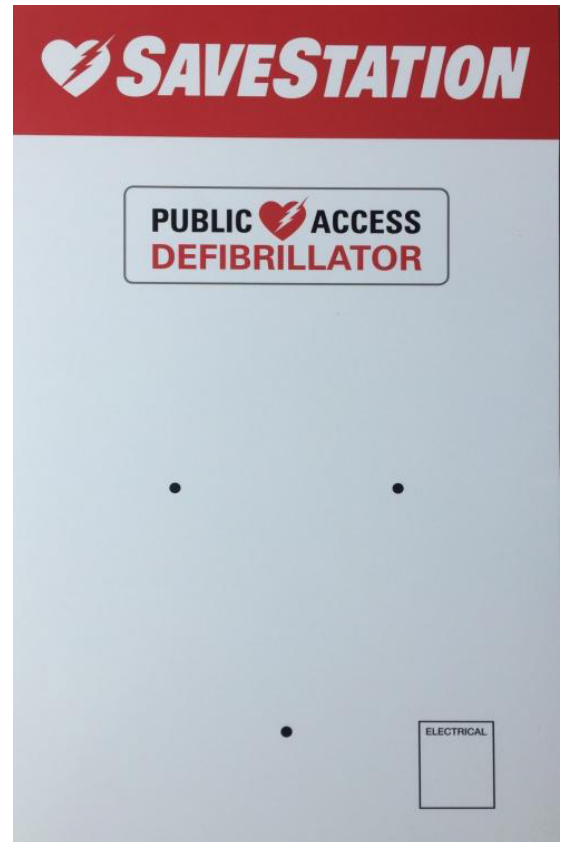
- The SaveStation Standard is NOT to be placed on a South facing wall, in order to minimize the exposure to direct sunlight.
- There must be adequate space for the front cover to swing open.



- Consider the placement of the Junction Box (interior or exterior), to ensure that there is adequate space. Typically the box is located below the cabinet with a conduit (see inset photo) running up the wall to the electrical intake of the cabinet (also marked on the backsplash).
- The power supply (junction box) placement must be within 33 feet of the SaveStation (only 6 feet of wire is included)

Backsplash Installation

1. Once placement of backsplash is decided be sure you can measure 36" from the ground to the base of the backsplash. This will insure that the cabinet's handle(s) once attached are no higher than 48" once installed.
2. Using doubled sided tape and a level, insure that backsplash is in the desired location and then drill the three pilot holes using the marks provided (on backsplash). Drill pilot holes through the backsplash and wall.
3. If necessary, also cut or drill a hole for the wiring within the box marked electrical (dependant on an indoor or outdoor placement of junction box)
 - Do not screw down the backsplash, as those pilot holes are used for securing the cabinet as well.



Junction Box Installation

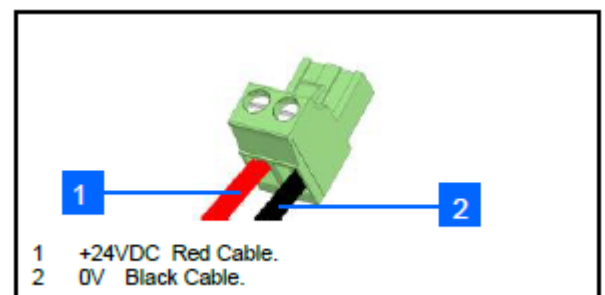
1. Once desired location is decided, open junction box to access mounting brackets, gasket and Strain Relief Connectors.
2. Decide which directions wires will be entering and exiting the box from, and drill 2 holes (11/16") into junction box to accommodate Strain Relief Connectors.
3. Install Brackets onto junction box, and mark pilot holes positions on wall.
4. Install Strain Relief Connectors and fix Junction box to wall with proper hardware for the surface being attached.
5. Feed wiring into Junction Box using weather proof material (if necessary).
6. Using preinstalled DIN rail, mount 24V power supply connect wiring (see electrical installation diagram).
7. Be sure to put gasket in position, when replacing cover of Junction Box.

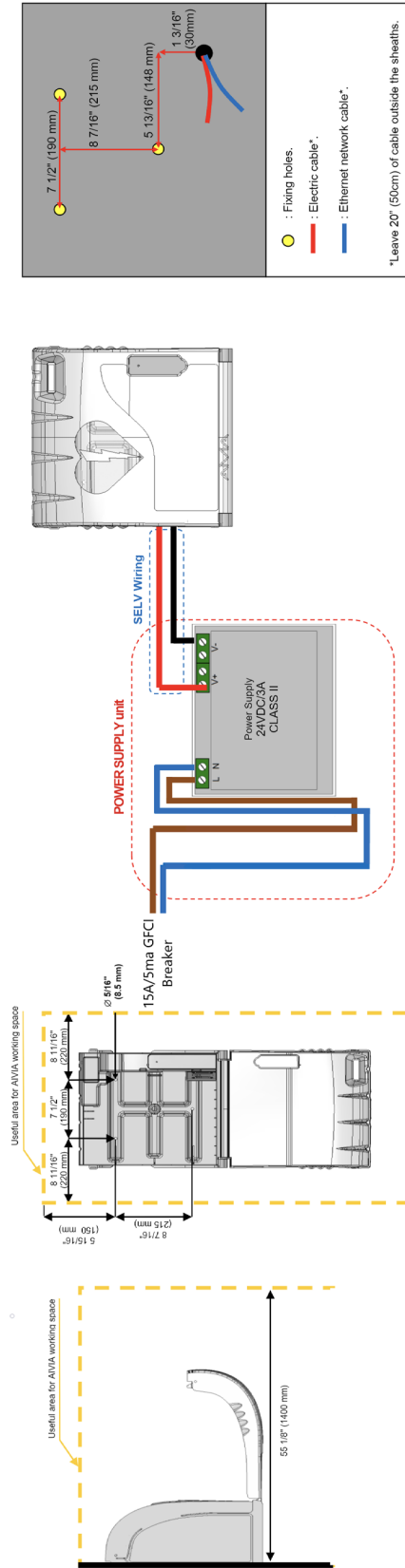
Electrical Installation

SaveStation electrical installation must always be done by qualified personnel only.

1. Follow the below diagram on the next page for installation instructions of the 24 V Power Supply. Note that it must be installed within 33 feet of the cabinet.
2. Install the Green Power Connector to SELV wiring for cabinet connection.

Note: This connection can be made before or after the wire is fed through the back for the cabinet – The connector can fit through the gap when turned on its side.





| WALL MOUNTING | POWER SUPPLY | PHONE |
|---|--|---|
| <p>AVIA installation must be done by qualified personnel only.</p> <ul style="list-style-type: none"> Ensure reliability of the support. The mounting screws must be adapted to the type of support the AVIA is being mounted on. AVIA implementation zone must be free as signified above. If the AVIA is installed in the street or any unrestricted passage way, install a ground surface (abutment) or a column. Please remember that it must comply with the regulation in force regarding accessibility standards in each country, state and / or area. Drilling template is part of the AVIA packing. AVIA mounting screws must be able to carry a minimal load of 20 kg (44 lb). | <p>POWER SUPPLY UNIT: It must be outside the AVIA, never install it inside the AVIA.</p> <ul style="list-style-type: none"> The power supply block must include: <ul style="list-style-type: none"> -15A/5ma GFCI Breaker used to both protect and disconnect hardware. - A SELV or equivalent 24VDC +2% / 3A Class II, and IEC 60950-1 conform. - The cable connecting the residual current device and the power supply must be a section of 14AWG (1.5 mm²). The main connection must include the primary phase, and neutral. The maximum full load secondary voltage drop must not exceed 2%, or 23.5V at the AVIA terminal. The power block must be dust and waterproof, as well as ventilated**. Wires must be held against themselves by a collar at the nearest of the holding terminals. The power block wiring must conform to standards in force in the country of use. SELV WIRING: <ul style="list-style-type: none"> Type U1000R2V, 2 insulated jacketed conductors, 14 AWG (1.5 mm²) area, 33 feet (10 meters) maximum length. Use red or maroon color cable for the +24V line. Use black or grey color cable for the 0V line. <p><small>* Recommended power supply: Meanwell DR100-24. ** Natural or forced convection depending on the environment and thermal characteristics at maximum load.</small></p> | <p>INTERNET ACCES (AVIA 300)</p> <ul style="list-style-type: none"> Ethernet network: with an internet connection. HTTP protocol port: 80. Wiring: 1 Ethernet cable, CAT5 FTP or better. 3G*: Make sure the installation site is within the coverage area of the designated mobile network operator. <p><small>* Subscription being at the client's expense.</small></p> |

Cabinet Installation

This is a quick help guide to walk you through the basic setup of the cabinet. For more information, please reference the AIVIA 300 Installation and user guide provided.

1. Opening Cabinet

- To open cabinet for the first time - use a flathead screwdriver
- Slide the screwdriver between the door and the frame of the cabinet behind the notch on the left first.
- Lift up on the screwdriver, be careful not to scratch the cabinet
- Repeat on the other side.



2. Opening Access Panel

- BEFORE attaching cabinet to wall, be sure to open the access panel
- With a small Philips screwdriver open access panel.



3. Feed wiring through opening in back of cabinet

Be sure to leave some slack in the wire, as the connector may come loose if the cabinet moves in heavy winds.



4. Fix Cabinet to Wall

Using the appropriate screws and washers attach cabinet to the backslash and wall, using 3 pilot holes.

5. Attach Green Connector.

- Plug in connector to port (pictured right)
- Cabinet will automatically turn on once power supply is connected.



6. Attach Bungee

- Using holes located on either side of the back of the cabinet



AED Optical Sensor Installation

There are two main components for this installation, the Optical Sensor and the Base.

1. Start by cleaning area around the “Ready Symbol” to remove any dirt or dust
2. Using the double sided tape provided, fix the Sensor base to the AED as shown. Be sure that the ready symbol is in the center of the window.
3. With the cabinet turned on, plug in the optical sensor.
 - The light on the front of the sensor should turn red.
 - Note: if the cabinet needs to download firmware to the sensor, it will flash for a few seconds first.
4. Place the sensor onto the base by matching up the magnets. It will click into place.
 - Once in place, the sensor will flash green while reading the ready signal of the AED (this will typically take up to a minute).
 - If the reading is successful, the sensor will turn solid green and the LCD will read AED:OK



Note: Remove the placement tab



5. ONLY IF NECESSARY: If the light turns orange and the LCD reads '**AED:1C**' the sensor needs to be recalibrated. *To calibrate sensor:*

- While the sensor is on the base: with a small screwdriver, push the small white button located on the top of the sensor.
- The sensor should present a solid green light shortly after the button is pushed.
- The LCD screen will then read **AED:OK**



AED Placement

Once the Optical Sensor is in place and operational, place the bungee around the AED to ensure that it is held against the heating pad.

Close the door and check that all categories are reading OK.

NOTE - Do not place AED Rescue kit under the AED as the heating pad may effect contents.



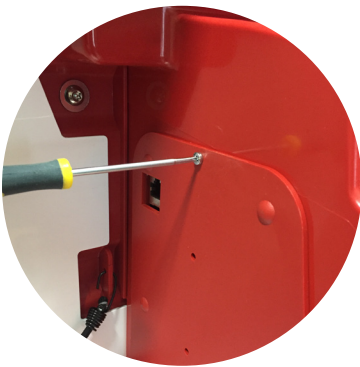
If you have any issues or questions, please feel free to call 1-833-728-7828 or email: support@savestation.ca.

SIM Card Installation

Once the SaveStation Cabinet is properly installed, the next step in the setup process is the installation of the SIM card. The SaveStation cabinet requires the use of a Mini (Standard) sized SIM for cellular connectivity. *Note – See Ethernet connection instructions if applicable.*

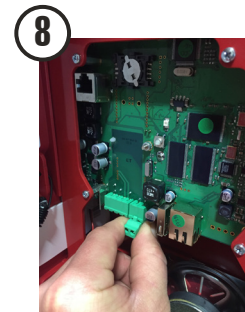
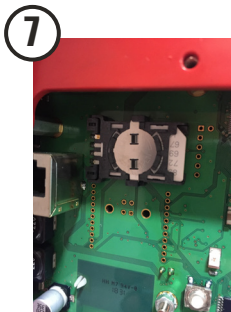
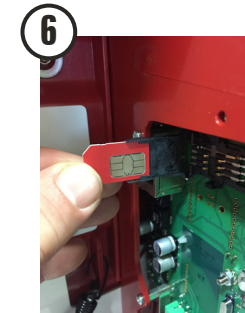
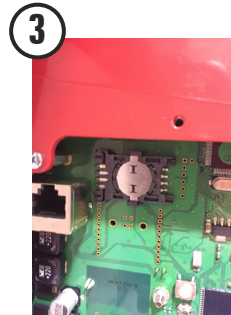


Only applicable for Distributors choosing not to use the North American Cellular Network Provider.



1. The SIM card can only be installed while the cabinet is turned off. If you have already turned on the cabinet, follow the “Shut Down” procedure before installation.
2. Using a small Philips screwdriver, open the access panel by removing the small screw on the right hand side of the cabinet.

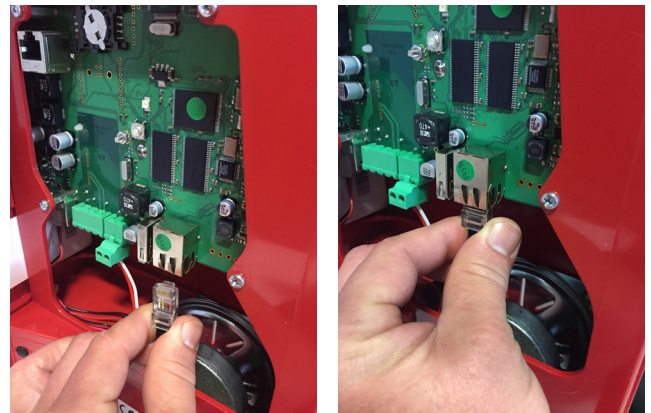
3. Remove the panel and locate the SIM receptacle located at the top of the circuit board.
4. Gently rotate the circular lock counter clockwise to release the latch.
5. The receptacle can now swing open for the SIM to be inserted.
6. Insert SIM so the notch is on the top left as shown .
7. Close the receptacle and turn the circle clockwise to relock.
8. Restore power to the cabinet to continue with setup.
9. Close the access panel.



Ethernet Installation

If cellular connectivity is unavailable, you will need to set up an Ethernet connection for your SaveStation.

1. Open the access panel with a small Philips screwdriver.
2. Bring the Ethernet cable through the same opening as the power supply wiring.
3. Insert cable into the Ethernet port situated to the right of the green power supply terminal.
4. Close the access panel.



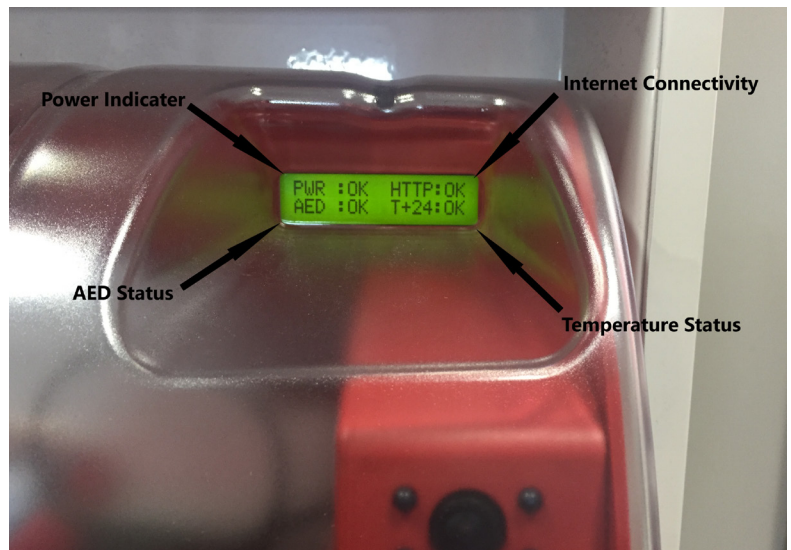
LCD Explanation

Once power is restored, the cabinet's lights will begin to flash and the LCD screen will light up. You will see the cabinet cycle through its start up, then it will typically show four categories when the door is closed:

- Power Indicator
- AED Status
- Internet Connectivity
- Temperature Status



If the door remains open, the cabinet will stay in Maintenance mode and display "OPEN MODE MAINTENANCE"



CODES DEFINED

Power

PWR: OK

Power supply is connected and working properly.

PWR: - -

Power supply is not working and the SaveStation is operating on its back up battery (this will typically last 2.5 hours if fully charged).

AED

AED: OK

AED is present, functioning and the sensor is operating correctly.

AED: HS

AED is present, and the sensor is detecting a failure.

AED: - -

AED is not correctly linked to the sensor.

AED: ??

Indicates a malfunction, please contact your distributor.

AED: 1C

AED status sensor is to be calibrated – See Optical Sensor Setup.

AED: TT

AED status sensor is unplugged or not operating. Check the AED status sensor connection. Contact your distributor if the problem persists.

Internet Connection

HTTP: OK

Last transaction was OK.

HTTP: ok

Invalid answer from the server.

HTTP: --

Connection default.

HTTP: cx

Connection is in progress.

All the other states indicate a transmission is in progress.

Temperature

T+25: OK

AED temperature, and the status of the temperature sensor.

T+25:

Temperature (in Celsius)

T- - -

Indicates the temperature sensor is disabled

T-HS:

Temperature sensor is out of order. Contact your distributor.

T???:

Indicates a malfunction, contact your distributor.

T+51: HS

Temperature is out of range. Check the Defibrillator status with your distributor.

AIVIANET Access

As an owner and/or distributor of SaveStation monitored products, you will have unique access to the Hd1py Aivianet server.

This access will allow you to:

- View cabinet activity/status
- Change settings
- Set up alerts
- Control cabinet features remotely

If you are already set up as a distributor of Aivia products, you will already have an account and all of the cabinets you have sold should be listed under you.

To create an account please send an email to: **support@savestation.ca** with:

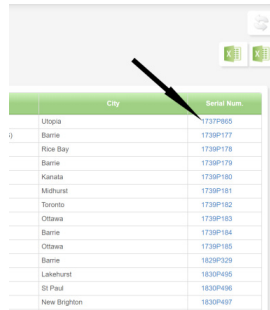
1. Your First and Last Name
2. A unique username of your choosing (typically company name)
3. A password of your choosing
4. The email address that you would like attached to the account
5. A list of Serial Numbers of all monitored SaveStation cabinets purchased. (ie: 1831P775) This can be found on the box, or inside cabinet (where the AED would be placed) on the lower right hand side

It will typically take 1 to 2 business days to complete the registration.

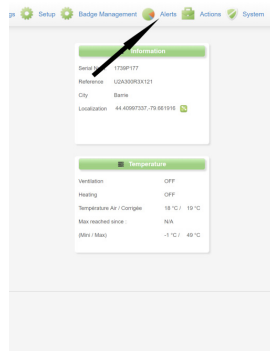


AIVIANET Alert Setup

1. Log into your Hd1py Aivianet distributor account: <https://aivia.hd1py.com>
2. Click on the desired cabinet that you want to setup
3. Click on the Alerts tab
4. Choose the Alert that you want to add

| City | Serial Num. |
|--------------|-------------|
| Urgent | 1738P165 |
| Barrie | 1738P177 |
| Rice Bay | 1738P178 |
| Barrie | 1738P179 |
| Kanata | 1738P180 |
| Mulhurst | 1738P181 |
| Toronto | 1738P182 |
| Ottawa | 1738P183 |
| Barrie | 1738P184 |
| Ottawa | 1738P185 |
| Barrie | 1838P129 |
| Lakehurst | 1838P165 |
| St Paul | 1838P166 |
| New Brighton | 1838P167 |



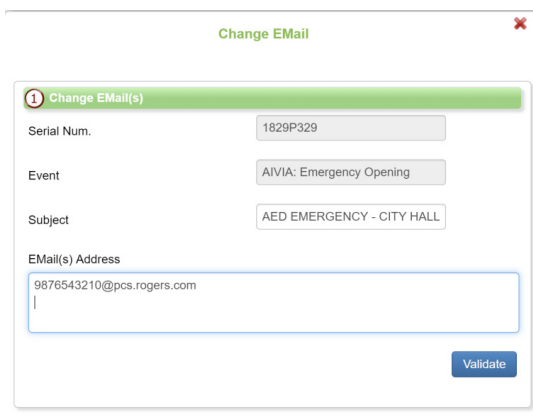
Alert Information

Serial: 1738P177
Reference: USA30953121
City: Barrie
Location: 41.4087507, -79.081919

Temperature

Verification: OFF
Heating: OFF
Temperature Air / Comfort: 18 °C / 18 °C
Max reached since: N/A
(Min / Max): -1 °C / 40 °C

5. Input an additional Subject heading (AED EMERGENCY – CITY HALL – COME HELP!!!)
6. * It's recommended to add something to identify the location especially if the people on your response list may be notified by multiple cabinets.
7. Add the desired emails or email to text addresses (see inset).



Change EMail

1 Change EMail(s)

Serial Num. 1829P329

Event AIVIA: Emergency Opening

Subject AED EMERGENCY - CITY HALL

Email(s) Address
9876543210@pcs.rogers.com

Validate

Provider Emails.

Simply add the 10 digit phone number before the provider email to setup alerts.



Format:
7778889999@provider.com

CANADIAN

Rogers Wireless: @pcs.rogers.com
Fido: @fido.ca
Telus: @msg.telus.com
Bell Mobility: @txt.bell.ca
Koodo Mobile: @msg.koodomobile.com
MTS: @text.mtsmobility.com
President's Choice: @txt.bell.ca
Sasktel: @sms.sasktel.com
Solo: @txt.bell.ca
Virgin: @vmobile.ca

AMERICAN

AT&T: @txt.att.net
T-Mobile: @tmomail.net
Verizon: @vtext.com
Sprint: @messaging.sprintpcs.com
Xfinity Mobile: @vtext.com
Virgin Mobile: @vmobl.com
Tracfone: @mmst5.tracfone.com
Metro PCS: @mymetropcs.com
Boost Mobile: @sms.myboostmobile.com
Cricket: @sms.cricketwireless.net
Republic Wireless: @text.republicwireless.com
Google Fi (Project Fi): @msg.fi.google.com
U.S. Cellular: @email.uscc.net
Ting: @message.ting.com
Consumer Cellular: @mailmymobile.net
C-Spire: @cspire1.com
Page Plus: @vtext.com

We have provided a template to collect responder information:

 **Download template**

Alert Lists

As both a SaveStation distributor and the owner of the SaveStation cabinet, you can arrange who is to receive alerts when the cabinet detects an issue.

The list of possible alerts is quite extensive. Please review the Aivia 300 Installation and User Guide for complete setup instructions. This can be found in the help menu at: <https://aivia.hd1py.com>

The following alerts are most common. It is highly recommended that these alerts be set up. *Please note that these alerts have been grouped for explanation, but are to be set up individually on the server.*

- 1. AED Operational/Not Operational:** These alerts rely on the cabinet's optical sensor to read the ready signal of the AED. Should an event occur that causes the AED to be not ready for rescue (ie: low battery), the cabinet will send an alert to everyone on the list to report it. *NOTE – Due to many environmental variables like sunlight, high winds etc, the cabinets will occasionally produce a false alert. If this is the case, an AED Operational alert will follow shortly thereafter.*
- 2. High/Low/Normal Temperature:** These alerts will inform you if the cabinet's internal temperature is outside of the desired spectrum (0°C to 50°C). Depending on the geographic location of the cabinet, the hottest days of the summer or the coldest days of winter, may cause a temporary issue. *The cabinets will alert you of the issue, and an AED Operational alert will follow when the cabinet has returned to normal temperature.*

- 3. Power Off/On:** These alerts will inform you if the cabinet has lost power and if power has been restored.
- 4. Emergency Opening:** This alert will be sent when the cabinet has been opened without the use of a maintenance card. *This alert can generally be set up for a group of up to 50 volunteers.* This will allow for additional help to notified, should the cabinet be opened in an emergency. A template has been included to gather the required information for this list.
- 5. AED Removed:** This alert will be sent once the AED has been removed during an Emergency Opening. It is recommended that *everyone on the Emergency Opening list, should be placed on this list as well.* They will now receive two alerts in the event of an actual incident, as opposed to only one if the cabinet was opened on error (curious bystander).



If you have any issues or questions, please feel free to call 1-833-728-7828 or email: support@savestation.ca.

Maintenance Mode

To place the cabinet in Maintenance Mode, swipe the maintenance card as shown on the right outside wall of the cabinet, until you hear a beep and the LCD screen indicates Maintenance.

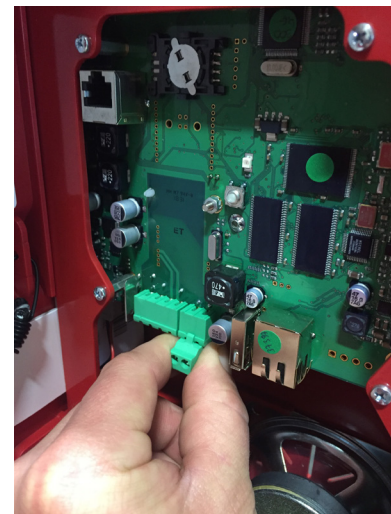
The following scenarios require the use of the Maintenance Mode:

1. To initiate the Shutdown Sequence.
2. If the cabinet door is closed and needs to be opened without triggering the alarm.
3. If the alarm is on and needs to be turned off.
4. To initiate a download from the Aivia server.
5. To initiate a download from a USB memory stick

Cabinet Maintenance & Shutdown Sequence

If the SaveStation Cabinet needs to be powered down for any reason, follow the following steps:

1. Place in Maintenance Mode (see above). Open the access panel located on the right of the cabinet.
2. Firmly grasp the Green terminal and pull down till it releases.
3. Wave the Maintenance Card as shown on the right outside wall of the cabinet until you hear a beep and the LCD screen indicates Maintenance.
4. While in Maintenance Mode, wave the Shutdown card in the same manner and you will see the LCD screen display Shutdown. The cabinet will now begin its shutdown cycle.
5. Note: If you do not remove the electrical terminal prior to using the shutdown card, the cabinet will reboot and return to operating mode.



911 Location Sticker

An important final step is to customize the 911 location sticker for your specific location.

The provided blank area on the SaveStation cabinet door is aligned with the Avery6874 label size. These are weather proof labels and the product we recommend.

1 label sheet is included with your SaveStation. Please download our template to modify and print (or ask us if you need assistance!).

 **Download the template**

Register with 911

1. The goal is to have all public AEDs registered with 911 to ensure that bystanders can be directed to the closest AED.
2. Contact your local EMS to register your AED or visit [savestation.ca](https://www.savestation.ca) to find your registry.
3. Contact us to help you facilitate this registration.





Anywhere you are,
SaveStation is there.