

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

Regular Meeting
August 18, 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 August 4, 2025
Regular Meeting August 4, 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.

Join us on Friday, August 22, 2025, to celebrate the Grand Opening Ceremony of Spanish Fort's Town Center Park, located in the northeast section of the Bass Pro Shopping Center. The park features 6 pickleball courts, a playground, a large pavilion with picnic tables, and a splash pad. Double D's Burger is catering brunch. At 10:00 am, the ribbon-cutting ceremony will take place. Bring your paddles to play pickleball and your children's swimwear so they can enjoy the splash pad. We look forward to celebrating this beautiful new space with you!

The City of Spanish Fort Administrative Offices and the Spanish Fort Public Library will be closed on Monday, September 1, 2025, to celebrate the Labor Day Holiday. The City Council Work Session and City Council Meeting scheduled for Monday, September 1, 2024, will be held on Tuesday, September 2, 2024, with the Work Session scheduled for 4:00 p.m. and the City Council Meeting scheduled for 6:00 p.m.

There will be a special meeting of the Spanish Fort City Council on Tuesday, September 2, 2025, at 12:00 p.m. to canvass voting results for the 2025 Municipal Election.

Join us on September 13, 2025 at scenic Meaher State Park, located at 5200 Battleship Parkway, for this year's Fire Prevention 5K. Registration is now open! Click below to sign up and secure your spot at <https://SFFR-fireprevention5K-2025.eventbrite.com>. We look forward to seeing you at the starting line!

On Sunday, September 28, 2025, the Mobile Pops Band will be performing at the Spanish Fort Community Center at 6:00 p.m. There will be a showcase by the Spanish Fort Garden Club at 5:00 p.m. prior to the concert.

- IX. OLD BUSINESS

X. NEW BUSINESS

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

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

Ordinance No. 719-2025-----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort, Alabama

Ordinance No. 720-2025-----An Ordinance Amending Ordinance No. 598-2021 of the City of Spanish Fort, Alabama, as Amended, the Sign Ordinance

Ordinance No. 721-2025-----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort Changing the Zoning Classification of Certain Property Located at 9917-A Spanish Fort Blvd. from R-1 to B-4

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

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

Resolution No. 1544-2025----A Resolution Adopting a Transportation Plan for the City of Spanish Fort for Fiscal Year 2025-2026

Resolution No. 1545-2025----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. 1546-2025----A Resolution Authorizing the Mayor to Execute an Agreement for Professional Services with Avizo Group, Inc.

Resolution No. 1547-2025----A Resolution Authorizing the Mayor to Execute a Contract for Services between the City of Spanish Fort, Alabama and Thompson Engineering

Resolution No. 1548-2025----A Resolution Authorizing the Mayor and/or the Chief of Police to Execute a Memorandum of

Understanding between the City of Spanish Fort
Police Department and the Southwest Alabama
Regional Highway Safety Office

Resolution No. 1549-2025---A Resolution Authorizing the Mayor to Execute an
Agreement between the City of Spanish Fort and
Sawgrass Consulting

Resolution No. 1550-2025---A Resolution Authorizing the Mayor to Execute an
Agreement between the City of Spanish Fort and
Sawgrass Consulting

XI. ADJOURN TO NEXT MEETING

Special Meeting, September 2, 2025, at 12:00 p.m.

Work Session and Regular Meeting, September 2, 2025, at 4:00 p.m.

Spanish Fort City Council

Minutes, Work Session, Monday, August 4, 2025

The City Council of the City of Spanish Fort, Alabama, met August 4, 2025, at 4:00 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; and 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. 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 Brabner to go into executive session at 5:02 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 5:51 p.m.

The Council discussed general municipal business.

There being no further business before the Council, the work session adjourned at 5:51 p.m.

Approved this _____ day of August, 2025.

Rebecca A. Gaines, CMC
City Clerk

**Spanish Fort City Council
Minutes, Regular Meeting, August 4, 2025**

CALL TO ORDER

The City Council of the City of Spanish Fort, Alabama, met Monday, August 4, 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

Councilmember Steve Winn led the invocation and Pledge of Allegiance.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

The minutes of the Meeting and Work Session of July 21, 2025, and the work session of July 30, 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 Shane Perry will serve as the City Council's liaison to the Sports Association.

Police Chief John Barber reported that the Police Department's annual Kid's Camp was held the week of July 28, 2025. With the assistance of the Spanish Fort Law Enforcement Foundation, 28 children were able to participate at no cost to their families. Chief Barber thanked the community partners and foundation for their assistance in conducting the camp.

Councilmember Mary Brabner presented a video showcasing the use of Public School Commission funds to provide math tutoring programs at Spanish Fort Middle School.

PUBLIC PARTICIPATION

There was none.

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.

OLD BUSINESS

There was none.

NEW BUSINESS

Promotion Ceremony for Fire Department Personnel

Mayor McMillan called upon Fire Chief Roger Few who conducted a promotion ceremony for the following Firefighters, all of whom were promoted to Apparatus Operator I:

Jonathon Ford
Scott Gilmore
Joshua Ratliff
Jace Menard

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. Discussion followed.

A motion was made by Councilmember Gustafson and seconded by Councilmember Winn to suspend the rules for immediate consideration of Ordinance No. 714-2025. 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 Ordinance No. 714-2025.

A motion was made by Councilmember Gustafson and seconded by Councilmember Smith to adopt Ordinance No. 714-2025. 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 Ordinance adopted.

Ordinance No. 716-2025

Mayor McMillan presented 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.

A motion was made by Councilmember Brabner and seconded by Councilmember Perry to adopt Ordinance No. 716-2025. 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 Ordinance adopted.

Ordinance No. 717-2025

Mayor McMillan introduced 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. David Conner informed the Council that he had a conflict of interest regarding the matter. David Conner explained the proposed Ordinance. Discussion followed.

Ordinance No. 718-2025

Mayor McMillan introduced Ordinance No. 718-2025, an ordinance annexing certain property into the corporate limits of the City of Spanish Fort, Alabama. David Conner explained the proposed Ordinance. Discussion followed.

Resolution No. 1533-2025

Mayor McMillan presented 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.

A motion was made by Councilmember Gustafson and seconded by Councilmember Winn to adopt Resolution No. 1533-2025 with changes to the terms discussed in the work session. 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. 1534-2025

Mayor McMillan presented Resolution No. 1534-2025, 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.

A motion was made by Councilmember Perry and seconded by Councilmember Smith to adopt Resolution No. 1534-2025. 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. 1535-2025

Mayor McMillan presented 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.

A motion was made by Councilmember Smith and seconded by Councilmember Gustafson to adopt Resolution No. 1535-2025. 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. 1536-2025

Mayor McMillan presented 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.

A motion was made by Councilmember Brabner and seconded by Councilmember Smith to adopt Resolution No. 1536-2025. 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. 1537-2025

Mayor McMillan presented 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.

A motion was made by Councilmember Winn and seconded by Councilmember Perry to adopt Resolution No. 1537-2025. 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. 1538-2025

Mayor McMillan presented 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.

A motion was made by Councilmember Gustafson and seconded by Councilmember Smith to adopt Resolution No. 1538-2025. 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. 1539-2025

Mayor McMillan presented 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.

A motion was made by Councilmember Smith and seconded by Councilmember Brabner to adopt Resolution No. 1539-2025. 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. 1541-2025

Mayor McMillan introduced Resolution No. 1541-2025, a resolution authorizing the 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. David Conner explained the proposed Resolution. Discussion followed.

Resolution No. 1542-2025

Mayor McMillan introduced Resolution No. 1542-2025, a resolution authorizing the Mayor to enter into an agreement with Sunset Contracting, Inc., for repairs at Sara Avenue. David Conner explained the proposed Resolution. Discussion followed.

Resolution No. 1543-2025

Mayor McMillan introduced Resolution No. 1543-2025, a resolution to purchase equipment using Opioid Settlement funds. David Conner explained the proposed Resolution. Discussion followed.

Resolution No. 1544-2025

Mayor McMillan introduced Resolution No. 1544-2025, a resolution adopting a transportation plan for the City of Spanish Fort for Fiscal Year 2025-2026. David Conner explained the proposed Resolution. Discussion followed.

ADJOURNMENT

There being no further business before the Council, the meeting adjourned at 6:37 p.m.

Approved this ____ day of August, 2025.

Rebecca A. Gaines
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 4th day of August, 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 in the event 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 6th day of August, 2025.

PETITIONER
MAG 7, LLC, a Florida limited liability
company

By: Wade S. Omy

Its: Managing Member

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Anita L. Stringfellow, a Notary Public, in and for said County in said State, hereby certify that Wade Sney, whose name as Managing member 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 with 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 4th day of August, 2025.



Anita L. Stringfellow
Notary Public, Baldwin County, Alabama
My Commission Expires: 12/07/2026

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 A REBAR ON THE SOUTH RIGHT-OF-WAY OF WHITEHOUSE FORK ROAD EXTENSION; THENCE RUN SOUTH 54°06'41" EAST, ALONG SAID SOUTH RIGHT-OF-WAY OF WHITEHOUSE FORK ROAD EXTENSION, A DISTANCE OF 1954.35 FEET TO A 5/8 INCH REBAR ON SAID SOUTH RIGHT-OF-WAY; THENCE RUN SOUTH 35°53'19" WEST, DEPARTING SAID SOUTH RIGHT-OF-WAY OF WHITEHOUSE FORK ROAD EXTENSION, A DISTANCE OF 100.00 FEET TO A 5/8 INCH REBAR; THENCE RUN SOUTH 54°06'41"E, ALONG A LINE PARALLEL WITH THE SOUTH RIGHT-OF-WAY OF WHITEHOUSE FORK ROAD EXTENSION, A DISTANCE 370.00 FEET TO A 5/8 INCH REBAR; THENCE RUN NORTH 35°53'19" EAST, A DISTANCE OF 100.00 FEET TO A 5/8 INCH REBAR ON 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 2032 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ORDINANCE NO. 719-2025

AN ORDINANCE AMENDING ORDINANCE NO. 51-96 OF THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, it has been determined that the Table of Permitted Uses of the Zoning Ordinance should be amended in order to add uses related to automobile parts sales, except used parts, enclosed within a structure in the B-3, General Business District; and

WHEREAS, the Planning Commission of the City of Spanish Fort held a public hearing on August 11, 2025, and the City Council of the City of Spanish Fort held a meeting on _____, 2025, for the purpose of receiving public comments on proposed amendments to the Zoning Ordinance of the City of Spanish Fort; and

WHEREAS, the City Council has determined that said Zoning Ordinance should be amended.

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

SECTION 1. Section 6.4, Table of Permitted Uses and Conditions, of Ordinance No. 51-96, as amended, is hereby amended by adding the provisions contained in the attached Exhibit A.

SECTION 2. Except as expressly amended herein, all terms and provisions contained in Ordinance No. 51-96, as amended, shall remain in full force and effect.

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

SECTION 4. This Ordinance shall become effective upon its adoption or as otherwise required by state law.

Adopted and approved this _____ day of _____, 2025.

Michael M. McMillan
Mayor

Rebecca A. Gaines, CMC
City Clerk

EXHIBIT ‘A’
6.4 - TABLE OF PERMITTED USES AND CONDITIONS

	R-1	R-2	R-3A	R-3B	R-3C	R-3D	R-4	B-1	B-2	B-3	B-4	B-5	M-1	T-1	C-1
Automobile parts sales, except used parts; enclosed within a structure.										P	R		R		

R = BY RIGHT; P = PLANNING COMMISSION APPROVAL; S = SPECIAL EXCEPTION; PC = PLANNING COMMISSION + CITY COUNCIL APPROVAL

ORDINANCE NO. 720-2025

AN ORDINANCE AMENDING ORDINANCE NO. 598-2021 OF THE CITY OF SPANISH FORT, ALABAMA, AS AMENDED, THE SIGN ORDINANCE

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

SECTION 1. Ordinance No. 598-2021, as amended, is hereby amended by adding Section 8.8. Supplemental Criteria for Business and Industrial Zoning Districts which shall read as follows:

8.8. Supplemental criteria for Business and Industrial Zoning Districts (Zoning Districts B-1, B-2, B-3, B-4, B-5 and M-1) as set forth in Exhibit 6.

SECTION 2. Ordinance No. 598-2021, as amended, is hereby amended by adding the attached Exhibit 6 which is incorporated by reference as though set forth fully herein.

SECTION 3. 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. Except as expressly amended herein, all terms and provisions contained in Ordinance No. 598-2021, as amended, shall remain in full force and effect.

SECTION 4. If any part, section or subdivision of this Ordinance shall be held unconstitutional invalid for any reason, such holding should 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. This Ordinance shall become effective upon its adoption.

ADOPTED AND APPROVED this _____ day of _____, 2025.

Michael M. McMillan
Mayor

Rebecca A. Gaines
City Clerk

EXHIBIT 6

A. In Business and Industrial Zoning Districts (Zoning Districts B-1, B-2, B-3, B-4, B-5 and M-1), one digital/electronic sign shall be allowed as part of the sign face on one ground sign per parcel of property, which shall subject to the following terms and conditions:

- (1) Display only static messages that remain constant in illumination and intensity and do not have movement or have the appearance or optical illusion of movement;
- (2) Not operate at an intensity level of more than 0.3 foot-candles over ambient light as measured at a distance of one hundred and fifty (150) feet;
- (3) Be equipped with a fully operational light sensor that automatically adjusts the intensity of the sign according to the amount of ambient light;
- (4) Change from one message to another message no more frequently than once at the beginning of every hour of the day (for example, once at 6:00 a.m. CST, once at 7:00 a.m. CST and once at the beginning of each subsequent hour of the day), and the actual change process shall be accomplished in .5 second or less;
- (5) Be designed to either freeze the display in one static position, display a full black screen, or turn off in the event of a malfunction;
- (6) Not be authorized until the Building and Zoning Administrator is provided evidence that best industry practices for eliminating or reducing uplight and light trespass were considered and built into the digital billboard;
- (7) Not be authorized within 100 feet of a Residential District;
- (8) The digital/electronic sign portion of the ground sign shall not exceed sixty (60) square feet;
- (9) The digital/electronic sign shall not be used for Outdoor Advertising;
- (10) The information contained on the sign shall be limited to advertising businesses or activities located on the subject premises or a related premises. A related premises is any property or business that is part of the same financing district, planned unit development or other unified development project as the premises on which the sign is located;
- (11) Continuous or streaming video, flashing lights, flashing video or display of any physical movement, including movement of borders, arrows, components, graphics or images shall be prohibited. All advertising on the digital/electronic sign board shall utilize images that are kept at a constant video and light intensity; and

B. Notwithstanding any other provision in this Ordinance to the contrary, in the event the City of Spanish Fort elects to install, construct and operate a digital/electronic sign or signs on any property it owns, operates or controls, the limitations, terms and conditions set forth herein shall not be applicable to the sign or signs installed, constructed and operated by the City of Spanish Fort on the property it owns, operates or controls. The operation of the any City owned and operated digital/electronic signs shall be determined by the Mayor and/or the City Council based on the need for City, community and/or emergency messaging.

ORDINANCE NO. 721-2025

AN ORDINANCE AMENDING ORDINANCE NO. 51-96 OF THE CITY OF SPANISH FORT CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 9917-A SPANISH FORT BLVD. FROM R-1 to B-4

WHEREAS, the owner of the property made the subject of this change in zoning classification has requested that the zoning classification on the property located at 9917-A Spanish Fort Blvd. and bearing tax parcel no. 05-32-05-22-0-000-081.001 be changed from R-1 to B-4; and

WHEREAS, the Planning Commission of the City of Spanish Fort, Alabama, held a meeting on Monday, August 11, 2025, for the purpose of receiving public comments on the proposed change in zoning classification, and at such meeting, voted to forward a positive recommendation that the property be rezoned to B-3, General Business District; and

WHEREAS, the City Council of the City of Spanish Fort held a meeting on September 2, 2025, for the purpose of receiving public comments on the proposed change in zoning classification.

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

SECTION 1. Change in Zoning Classification.

Ordinance No. 51-96, as amended, of the City of Spanish Fort, Alabama, is hereby amended by changing the zoning classification of certain property located at 9917-A Spanish Fort Blvd. and bearing tax parcel no. 05-32-05-22-0-000-081.001 from R-1, Single Family Low Density Residential District, to B-4, Major Business District. Said property is more particularly described in Exhibit 1 which is attached hereto and made a part of this Ordinance as though set forth fully herein. A map of the property and surrounding area is attached as Exhibit 2.

SECTION 2. Change in Zoning Map.

The official zoning map for the City of Spanish Fort is hereby amended, changed or altered to reflect the change in zoning classification of the property described as 9917-A Spanish Fort Blvd and bearing tax parcel no. 05-32-05-22-0-000-081.001 from R-1, Single Family Low Density Residential District, to B-4 Major Business District.

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. Except as expressly amended herein, all terms and provisions contained in Ordinance No. 51-96, as amended, shall remain in full force and effect.

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 upon its adoption or as otherwise required by state law.

ADOPTED and APPROVED this ____ day of _____, 2025.

Michael M. McMillan
Mayor

ATTEST

:

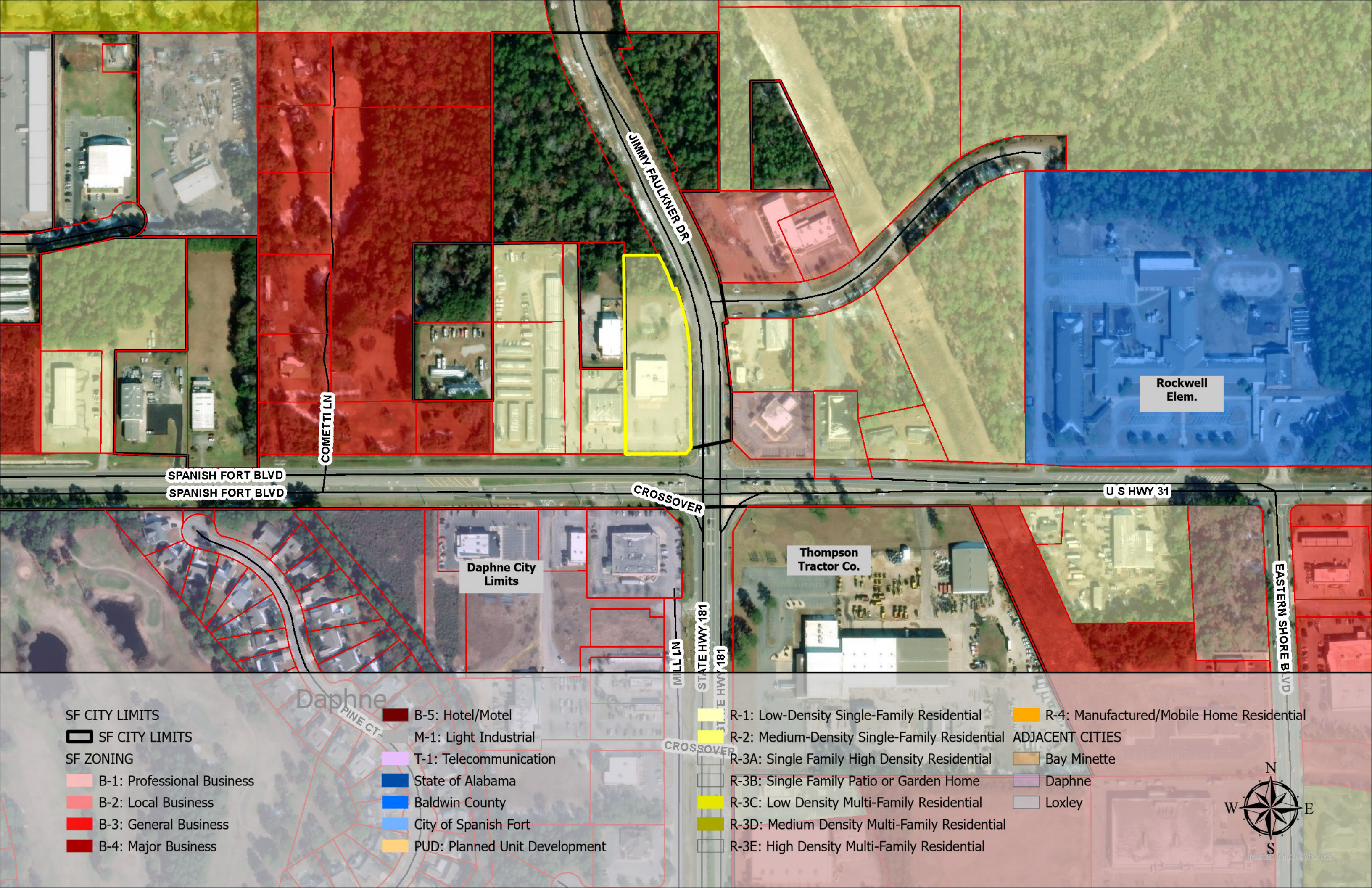
Rebecca A. Gaines, CMC
City Clerk

EXHIBIT 1

The Land referred to herein below is situated in the County of Baldwin, State of Alabama, and is described as follows:

COMMENCE AT A RAILROAD SPIKE MARKING THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE GO NORTH 00° 31' 01" WEST ALONG THE EAST LINE OF SAID SECTION 22 FOR A DISTANCE OF 60.58 FEET; THENCE GO SOUTH 89° 36' 10" WEST FOR A DISTANCE OF 60.00 FEET; THENCE GO SOUTH 89° 36' 10" WEST FOR A DISTANCE OF 210.00 FEET; THENCE GO NORTH 00° 30' 40" WEST FOR A DISTANCE OF 63.68 FEET TO NORTH RIGHT-OF-WAY LINE OF HIGHWAY 31 (R/W WIDTH UNDETERMINED) AND THE POINT OF BEGINNING; THENCE GO NORTH 89° 50' 47" EAST FOR A DISTANCE OF 165.93 FEET; THENCE GO NORTH 44° 40' 31" EAST FOR A DISTANCE OF 23.30 FEET TO THE WEST RIGHT-OF-WAY LINE OF JIMMY FAULKNER ROAD (R/W WIDTH UNDETERMINED); THENCE GO NORTH 00° 30' 11" WEST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 216.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 740.00 FEET; THENCE GO NORTHERLY ALONG THE ARC OF SAID CURVED RIGHT-OF-WAY HAVING A RADIUS OF 740.00 FEET FOR AN ARC DISTANCE OF 241.43 FEET (DELTA = 18° 41' 35", CHORD BEARING = NORTH 09° 50' 59" WEST, CHORD DISTANCE = 240.36 FEET); THENCE GO SOUTH 70° 48' 14" WEST ALONG SAID WEST RIGHT-OF-WAY FOR A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 730.00 FEET; THENCE GO NORTHERLY ALONG THE ARC OF SAID CURVED RIGHT-OF-WAY HAVING A RADIUS OF 730.00 FEET FOR AN ARC DISTANCE OF 97.26 FEET (DELTA= 07° 59' 33", CHORD BEARING=NORTH 23° 11' 33" WEST, CHORD DISTANCE= 97.19 FEET) TO A POINT OF TANGENCY; THENCE GO NORTH 26° 22' 50" WEST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 4.45 FEET; THENCE GO SOUTH 89° 36' 10" WEST FOR A DISTANCE OF 94.59 FEET; THENCE GO SOUTH 00° 30' 40" EAST FOR A DISTANCE OF 324.29 FEET; THENCE GO SOUTH 89° 59' 58" WEST FOR A DISTANCE OF 122.99 FEET; THENCE GO SOUTH 00° 16' 00" WEST FOR A DISTANCE OF 235.46 FEET TO THE AFORESAID NORTH RIGHT-OF-WAY LINE OF HIGHWAY 31; THENCE GO NORTH 89° 50' 59" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 126.20 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY: COMMENCE AT A RAILROAD SPIKE MARKING THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE GO NORTH 00° 31' 01" WEST ALONG THE EAST LINE OF SAID SECTION 22 FOR A DISTANCE OF 60.58 FEET; THENCE GO SOUTH 89° 36' 10" WEST FOR A DISTANCE OF 60.00 FEET; THENCE GO SOUTH 89° 36' 10" WEST FOR A DISTANCE OF 210.00 FEET; THENCE GO NORTH 00° 30' 40" WEST FOR A DISTANCE OF 63.68 FEET TO THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 31 (R/W WIDTH UNDETERMINED) AND THE POINT OF BEGINNING; THENCE GO NORTH 00° 30' 40" WEST FOR A DISTANCE OF 235.13 FEET; THENCE GO SOUTH 89° 59' 58" WEST FOR A DISTANCE OF 122.99 FEET; THENCE GO SOUTH 00° 16' 00" WEST FOR A DISTANCE OF 235.46 FEET TO THE AFORESAID NORTH RIGHT-OF-WAY LINE OF HIGHWAY 31; THENCE GO NORTH 89° 50' 59" EAST FOR A DISTANCE OF 126.20 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND CONTAINS 0.67 ACRES MORE OR LESS.



SF CITY LIMITS

SF CITY LIMITS

SF ZONING

- B-1: Professional Business
- B-2: Local Business
- B-3: General Business
- B-4: Major Business

- B-5: Hotel/Motel
- M-1: Light Industrial
- T-1: Telecommunication
- State of Alabama
- Baldwin County
- City of Spanish Fort
- PUD: Planned Unit Development

- R-1: Low-Density Single-Family Residential
- R-2: Medium-Density Single-Family Residential
- R-3A: Single Family High Density Residential
- R-3B: Single Family Patio or Garden Home
- R-3C: Low Density Multi-Family Residential
- R-3D: Medium Density Multi-Family Residential
- R-3E: High Density Multi-Family Residential

- R-4: Manufactured/Mobile Home Residential
- ADJACENT CITIES**
- Bay Minette
- Daphne
- Loxley



Map © Microsoft, 2005

RESOLUTION NO. 1517-2025

A RESOLUTION ACCEPTING CERTAIN STREETS FOR MAINTENANCE

WHEREAS, Mr. Timothy D. Lawley, P.E., requested on behalf of the developer that the City accept certain streets in Brentwood PUD, Phase 4, for maintenance; and

WHEREAS, the City Engineer has inspected the streets and recommends that the City accept the subject streets for maintenance; and

WHEREAS, based on the posting of the maintenance bond by the developer/builder and the representations and certifications made by the developer and project engineers on the subdivision plat, construction drawings, applications and other supporting documentation, the City desires to accept the subject streets for maintenance.

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

SECTION 1. The City Council hereby accepts for maintenance those portions of certain streets named Wagner Avenue, Bauer Avenue and Marcel Boulevard in Brentwood PUD, Phase 4, as depicted on the plat thereof recorded at Slide No. 2185701 in the Office of the Judge of Probate of Baldwin County, Alabama. The City Council hereby accepts the maintenance bond attached here to as Exhibit 1, subject to any changes approved by the Mayor and City Attorney. A copy of the Engineer's Certificate and Affidavit are attached as Exhibit 2.

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 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



30673 Sgt E.I. "Boots" Thomas Dr.
Spanish Fort, AL 36527
P: 251-544-7900
www.sawgrassllc.com

March 10, 2025

Mr. Casey Rains, Planning & Zoning Official
City of Spanish Fort
7361 Spanish Fort Blvd.
Spanish Fort, AL 36527

RE: Brentwood, Phase 4

Dear Casey,

Please accept this letter as my certification of the completion of all improvements for Brentwood, Phase 4 in accordance with the design plans and City of Spanish Fort regulations and standards.

In addition, on behalf of E&T Enterprises, LLC, the Owner and Developer of Brentwood, I would like to formally request the acceptance of all roadway and stormwater improvements within all rights-of-way of Brentwood, Phase 4. Attached hereto is a copy of the Engineer's estimate of improvements within Phase 4. E&T Enterprises will provide a Maintenance Bond in the amount of 40% of the attached estimate upon approval of bond amount and date of acceptance to be listed on the bond.

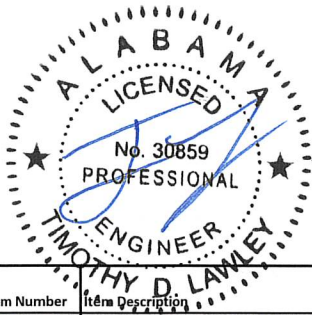
If you have any questions, please contact me at 251-544-7900.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tim Lawley', with a checkmark at the end.

Timothy D. Lawley, PE
Vice President

250401



PROJECT: Breentwood Phase 4
PROJECT NUMBER: 210816

Item Number	Item Description	Unit	Quantity	Unit Price	Extended Price
Grading & Drainage					
	Clearing and Grubbing (210-A)	ACRE	4.7	\$2,500.00	\$11,750.00
	Right of Way Excavation	CYIP	1,180.0	\$4.25	\$5,015.00
	18" RCP Storm Sewer Pipe	LF	336.0	\$64.00	\$21,504.00
	24" RCP Storm Sewer Pipe	LF	280.0	\$77.75	\$21,770.00
	Single S Type Inlet	EA	4.0	\$3,869.00	\$15,476.00
	Mobilization (600-A)	LS	1.0	\$18,500.00	\$18,500.00
	Topsoil 4" Compacted Thickness (From Stockpiles)(650-A)	CYIP	972.0	\$18.00	\$17,496.00
	Silt Fence, Type "A" (EC-9)	LF	716.0	\$5.00	\$3,580.00
	Inlet Protection Device (665-P)	EA	13.0	\$375.00	\$4,875.00
	Wattles, 20" Diameter (665-Q)	LF	40.0	\$8.00	\$320.00
	Seed, Fertilizer, and Mulch	ACRE	4.2	\$2,800.00	\$11,760.00
	Solid Sod (EC-3)	SY	555.0	\$6.00	\$3,330.00
	Engineering Controls	LS	1.0	\$2,500.00	\$2,500.00
	Dentention Pond Grading & Drainage Total				\$137,876.00
Roadways					
	Borrow Excavation, Select Fill (210-D)	CYIP	655.0	\$10.00	\$6,550.00
	Roadbed Processing	STA	6.0	\$250.00	\$1,500.00
	Crushed Aggregate Base Course (6" Thick)	SYCIP	2,083.0	\$10.75	\$22,392.25
	Bituminous Treatment, Type "A" (401-A)	SYCIP	1,664.0	\$0.75	\$1,248.00
	Bituminous Concrete Wearing Surface, 1/2" Maximum Aggregate, Size Mixed, ESAL Range B, 2" Thick (429-A)	SYCIP	1,664.0	\$15.50	\$25,792.00
	ADA Handicap Ramp	EA	2.0	\$325.00	\$650.00
	Concrete Sidewalk, 4" Thick (Common Areas)(618-A)	SYCIP	96.0	\$48.00	\$4,608.00
	Valley Gutter, M-14	LF	1,248.0	\$13.75	\$17,160.00
	Street Signs	EA	1.0	\$145.00	\$145.00
	Roadways Total				\$80,045.25
Water					
	8" PVC Water Pipe (C-200)(WI-1)	LF	627.0	\$31.00	\$19,437.00
	8" M-J 22.5"	EA	4.0	\$385.00	\$1,540.00
	Fire Hydrant Assembly (WL-8)	EA	1.0	\$4,200.00	\$4,200.00
	Water Service	EA	15.0	\$825.00	\$12,375.00
	Water Line Testing & Chlorination	LS	1.0	\$1,500.00	\$1,500.00
	Concrete for Water Lines (WL-11)	CY	2.0	\$300.00	\$600.00
	Water Total				\$39,652.00
Sewer					
	8" Sewer Main	LF	621.0	\$32.00	\$19,872.00
	Sewer Lateral	EA	15.0	\$1,450.00	\$21,750.00
	Sewer Manhole	EA	2.0	\$4,634.00	\$9,268.00
	2" PVC Force Main to Lift Station	LF	625.0	\$23.00	\$14,375.00
	Sewer Total				\$65,265.00
Miscellaneous Items					
	Two (2) Year Maintenance Bond	LS	1.0	\$4,500.00	\$4,500.00
	PVC Conduit For Power Telephone, Cable, Etc	LS	1.0	\$55,000.00	\$55,000.00
	Engineering Service's	LS	1.0	\$5,000.00	\$3,600.00
	Video All Concrete Pipe	LF	616.0	\$4.00	\$2,464.00
	Traffic Signal Installation on US-31	LS	1.0	\$335,051.00	\$335,051.00
	Turn Lane at Stroh Road (Includes Bond)	LS	1.0	\$97,965.00	\$97,965.00
	Geotechnical Testing	LS	1.0	\$2,200.00	\$2,200.00
	Miscellaneous Items Total				\$500,780.00
	Total				\$823,618.25


Tim Lawley

250401

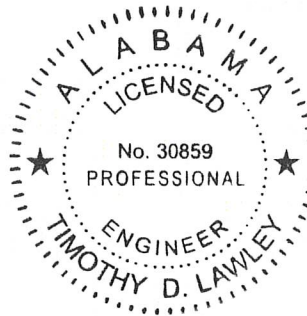


Owner: E&T Enterprises, LLC
Project: Brentwood Phase4
SIDEWALK

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
618-A1	CONCRETE SIDEWALK 4" THICK	SYCIP	625	\$ 48.00	\$ 30,000.00
TOTAL BOND AMOUNT (125%)					\$ 37,500.00


Project Engineer

05-06-25
Date



MAINTENANCE BOND

Bond No. 30249574

KNOW ALL PERSONS BY THESE PRESENTS, That we E & T Enterprises, LLC

of

11045 Old Highway 31, Spanish Fort, AL 36527

, hereinafter

referred to as the Principal (Owner), and Western Surety Company

as Surety, are held and firmly bound unto the City of Spanish Fort

of 7361 Spanish Fort Blvd. Spanish Fort Alabama, 36527

, hereinafter

referred to as the Obligee, in the sum of three hundred twenty-nine thousand four hundred seventy-seven 30/100
Dollars (\$329,477.30), for the payment of which we bind ourselves, our legal representatives, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with Asphalt Services, Inc , dated July 7, 2024 for the

construction of Brentwood Subdivision, Phase 4

WHEREAS, Article IV, Section F(2), Surety Requirement, of the current edition of the City of Spanish Fort Subdivision Regulations requires the Principal to furnish a bond conditioned to guarantee for a period of Two (2) year(s) from the date of acceptance of the streets, sidewalks and drainage systems in the public right-of-way (Roadway Infrastructure), within aforementioned Brentwood Subdivision, Phase 4 by the City Council of the City of Spanish Fort against all defects, workmanship and other failures which may become apparent during said period, and

WHEREAS, the said construction of said Roadway Infrastructure has been completed, found to be in accordance with all applicable laws, rules and regulations, and was accepted for maintenance, subject to this surety, by a duly adopted resolution of the City Council of the City of Spanish Fort.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defects, workmanship or other failures of said Roadway Infrastructure which become apparent during the period of Two (2) year(s) from and after the date of acceptance of the aforementioned Roadway Infrastructure by City Council of the City of Spanish Fort then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 13th day of August , 2025

E & T ENTERPRISES, LLC

(Principal)

By

Charles A. Renfroe, Managing Member

(Seal)

Western Surety Company

(Surety)

By

Billie Jo Sanders, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Lydia Nations, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of August, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of August, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above By-Law to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 30232480

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

E&T Enterprises, LLC
11045 Old Highway 31
Spanish Fort, AL 36527

OWNER (Name and Address):

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

SURETY (Name and Principal Place of Business):

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

CONSTRUCTION CONTRACT

Date:
Amount: \$5,760.00 Five Thousand Seven Hundred Sixty Dollars and 00/100
Description (Name and Location): Brentwood, Ph 4

BOND

Date (Not earlier than Construction Contract Date): October 8, 2024
Amount: \$5,760.00 Five Thousand Seven Hundred Sixty Dollars and 00/100
Modifications to this Bond:

☒ None

☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

E&T Enterprises, LLC

SURETY

Company: (Corporate Seal)

Western Surety Company

Signature: _____

Name and Title: Charles A. Renfro, Mgr.

Signature: _____

Name and Title: Renee Ellis
Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

TIBCO, Inc. dba Turner Insurance & Bonding Co.
445 Dexter Ave., Ste 5030
Montgomery, AL 36104
334-244-0004

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J. Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price,
Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of November, 2023.



WESTERN SURETY COMPANY

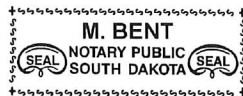
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of October, 2024.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



INCREASE - DECREASE RIDER

TO BE ATTACHED TO and form part of Bond Number 30232480 issued by the
Western Surety Company, as
Surety, on behalf of E&T Enterprises, LLC of
11045 Old Highway 31, Spanish Fort, AL 36527, hereinafter referred
to as the Principal, and in favor of City of Spanish Fort
of 7581 Spanish Fort Blvd., Spanish Fort, AL 36527, hereinafter
referred to as the Oblige, effective the 8th day of October, 2024.

IN CONSIDERATION of the premium charged for the attached bond and other good and valuable consideration it
is understood and agreed that effective the 8th day of October, 2024, and
subject to all the terms, conditions and limitations of the attached bond, the penal sum thereof shall be and the
same is hereby Increased from the sum of
Five Thousand, Seven Hundred Sixty and No/100 Dollars (\$ 5,760.00), to the
sum of Thirty Seven Thousand Five Hundred Dollars and 00/100 Dollars (\$ 37,500.00).

IT IS FURTHER UNDERSTOOD and agreed that subject to all the terms, conditions and limitations of the
attached bond, the aggregate liability of the Surety for any loss occurring prior to said date shall not exceed the
sum of Five Thousand, Seven Hundred Sixty and No/100 Dollars (\$ 5,760.00),
or for any loss occurring subsequent to said date shall not exceed the sum of
Thirty Seven Thousand Five Hundred Dollars and 00/100 Dollars (\$ 37,500.00).

In no event, however, shall the aggregate liability of the Surety exceed the larger of the aforementioned sums, it
being the intent hereof to preclude cumulative liability.

SIGNED, SEALED AND DATED this 7th day of April, 2025.

Accepted By:

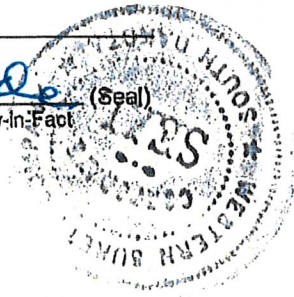
E&T Enterprises, LLC
(Principal)

By _____

By Charles A. Rehfree (Seal)

Western Surety Company

(Surety)
By Billie Jo Sanders Attorney-In-Fact (Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Lydia Nations, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of August, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of April, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

MATTHEW JONES ENGINEERING, LLC

March 23, 2025

Mr. Casey Rains, QCI, LEED
Environmental Planner
City of Spanish Fort
7361 Spanish Fort Boulevard
Spanish Fort, AL 36527

RE: Brentwood PH 4 - Maintenance Bond Approval

Dear Mr. Rains:

I have reviewed the Maintenance Bond Calculations furnished by Sawgrass for Brentwood PH 4, specifically the Schedule of Values and unit cost for the required Bond.

Spanish Fort Subdivision Regulations require a maintenance bond of 40% of City maintained items be provided. **For a bond at 40% of the estimated construction cost, the provided bond calculation of \$329,477.30 is confirmed.**

I appreciate the opportunity to assist the City of Spanish Fort with this review, and remain available at any time to offer additional assistance with this project.

If you have any questions or comments, or require any additional information, please let me know.

Best regards,

A handwritten signature in blue ink that reads "S. Matthew Jones". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

S. Matthew Jones, P.E.

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 \$2794.40 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
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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)

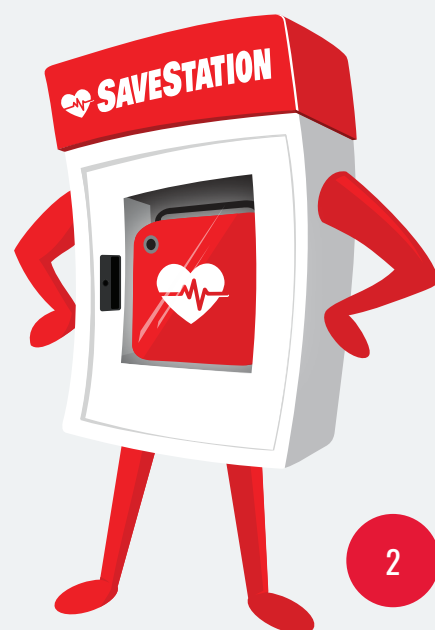
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SaveStation Standard Installation Guide v.1 September, 2019

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.

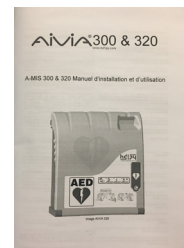
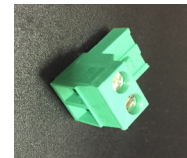
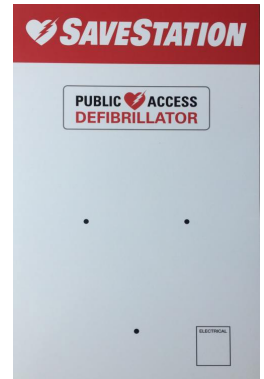


**If you have any issues or questions, please
feel free to call 1-833-728-7828 or email:
support@savestation.ca.**

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:

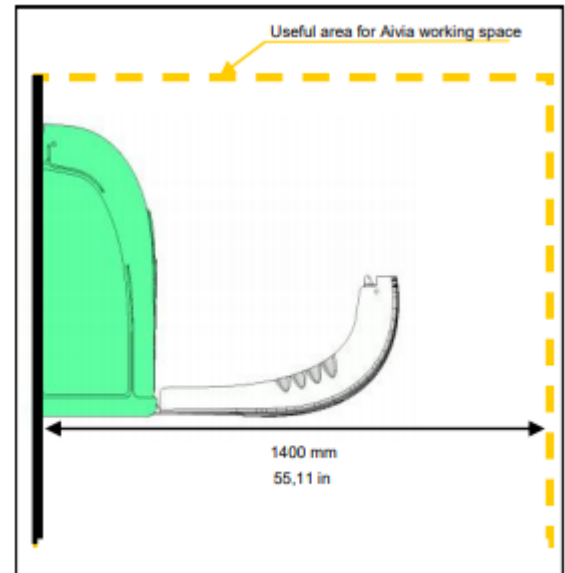
1. Hardware for fastening the cabinet and junction box to wall
 - M6 min to M8 max
 - Must be able to carry a min load of 20kg (44lb)
2. Wire for connecting individual breaker to power supply
 - Must be a section of 14AWG
3. 15A/5ma GFCI Breaker (if needed)



Installation Planning

When deciding on a location:

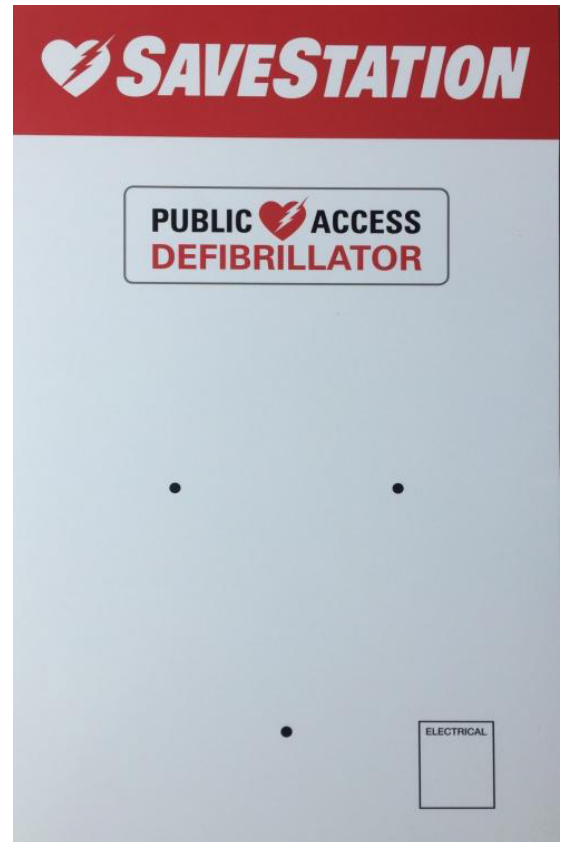
- The SaveStation Standard is NOT to be placed on a South facing wall, in order to minimize the exposure to direct sunlight.
- There must be adequate space for the front cover to swing open.



- 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

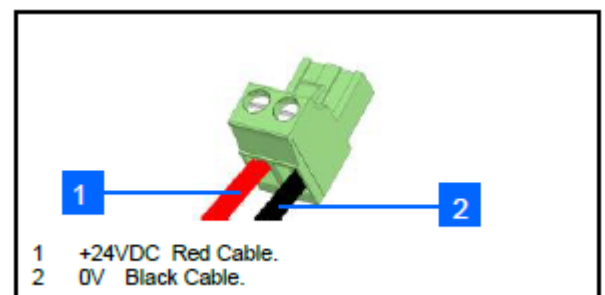
1. Once desired location is decided, open junction box to access mounting brackets, gasket and Strain Relief Connectors.
2. Decide which directions wires will be entering and exiting the box from, and drill 2 holes (11/16") into junction box to accommodate Strain Relief Connectors.
3. Install Brackets 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.

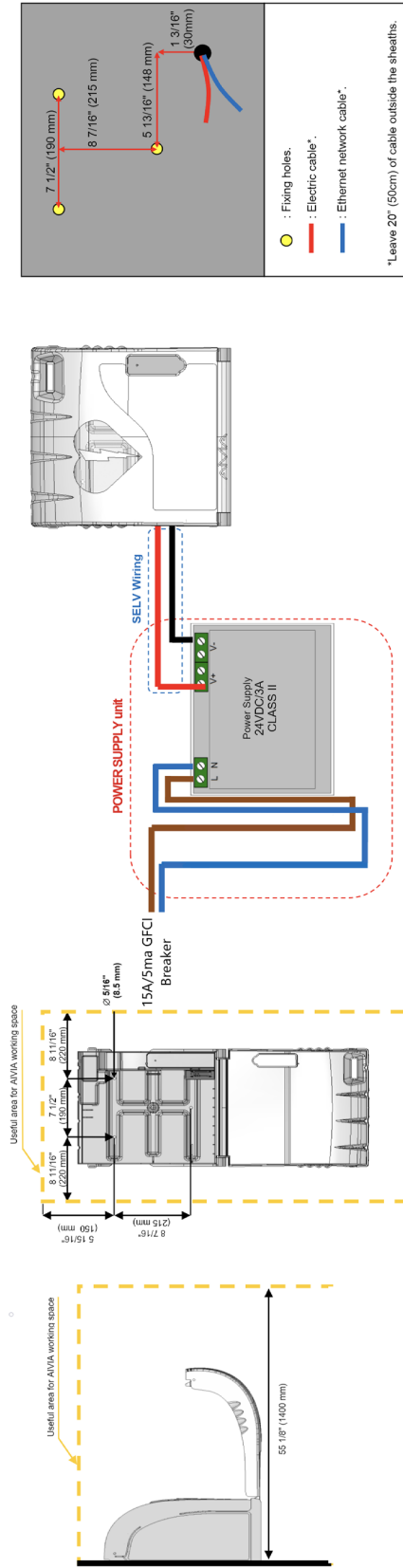
Electrical Installation

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.

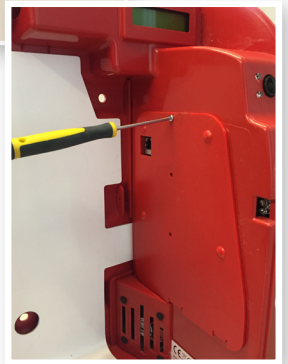
1. Opening Cabinet

- 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

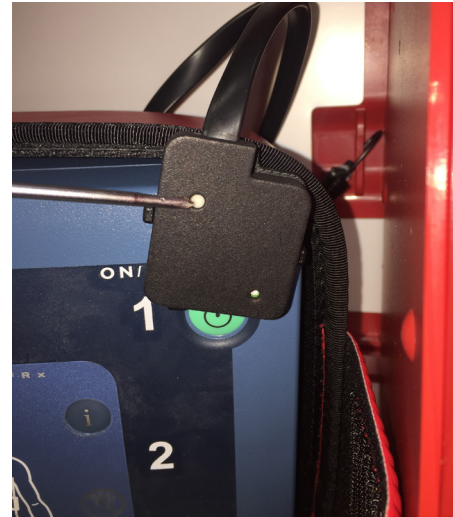


Note: Remove the placement tab



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.



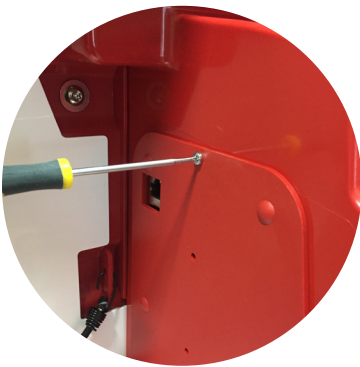
If you have any issues or questions, please feel free to call 1-833-728-7828 or email: support@savestation.ca.

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.*

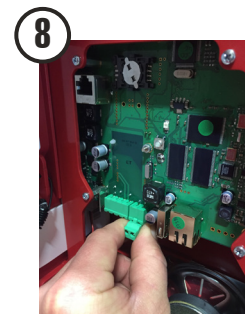
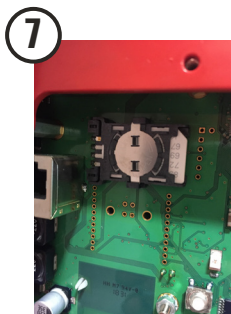
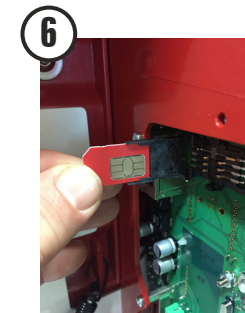
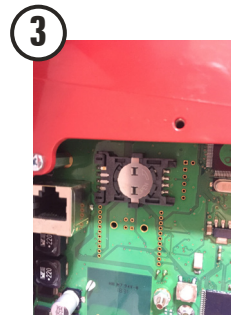


Only applicable for Distributors choosing not to use the North American Cellular Network Provider.



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.

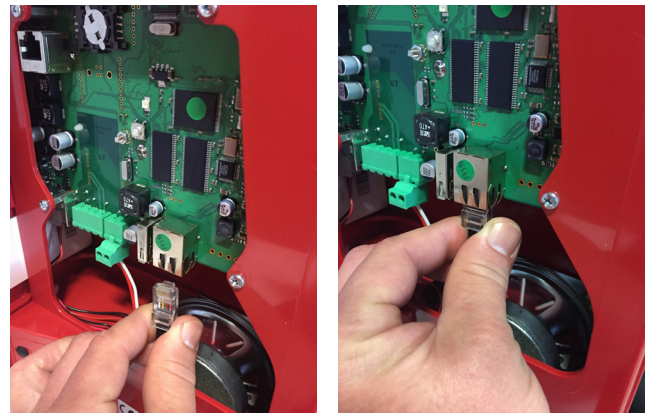
3. Remove the panel and locate the SIM receptacle located at the top of the circuit board.
4. Gently rotate the circular lock counter clockwise to release the latch.
5. The receptacle can now swing open for the SIM to be inserted.
6. Insert SIM so the notch is on the top left as shown .
7. Close the 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.



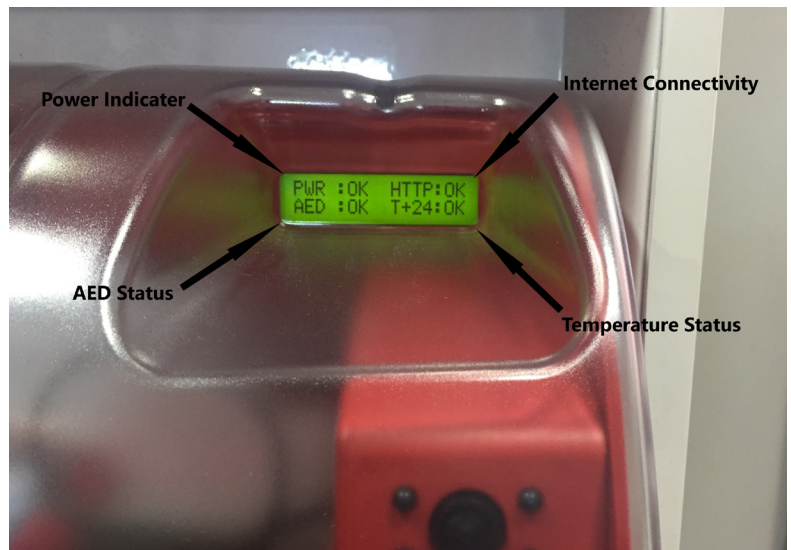
LCD Explanation

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:

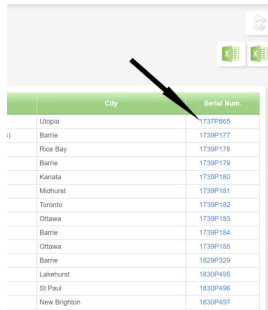
1. Your First and Last Name
2. A unique username of your choosing (typically company name)
3. A password of your choosing
4. The email address that you would like attached to the account
5. A list of Serial Numbers of all monitored SaveStation cabinets purchased. (ie: 1831P775) This can be found on the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

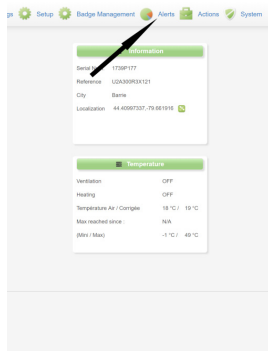


AIVIANET Alert Setup

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
Barrin	1738P177
Rice Bay	1738P178
Barrin	1738P179
Kanata	1738P180
Mulhurst	1738P181
Toronto	1738P182
Ottawa	1738P183
Barrin	1738P184
Ottawa	1738P185
Barrin	1838P129
Lakehurst	1838P165
St Paul	1838P166
New Brighton	1838P167



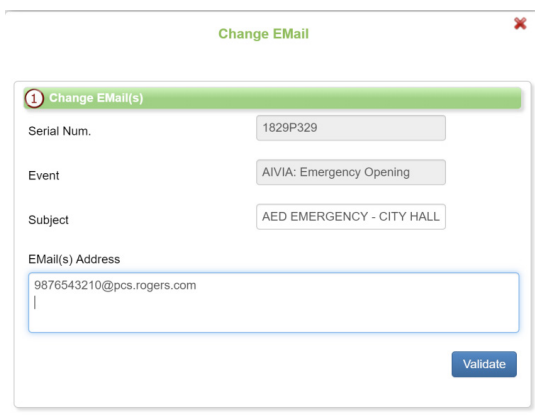
Alert Information

Serial: 1738P177
Reference: 1838P181
City: Barrin
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.

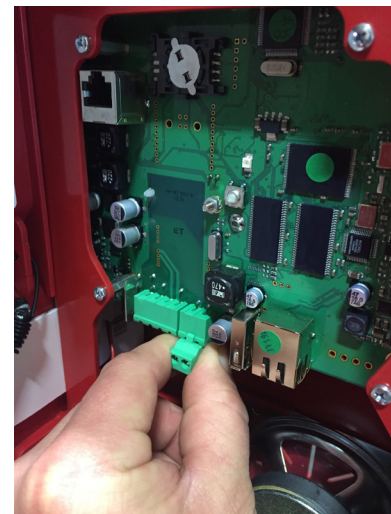
The following scenarios require the use of the Maintenance Mode:

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.

RESOLUTION NO. 1544-2025

A RESOLUTION ADOPTING A TRANSPORTATION PLAN FOR THE CITY OF SPANISH FORT FOR FISCAL YEAR 2025-2026

WHEREAS, the Rebuild Alabama Act (the “Act”) was signed into law on March 12, 2019; and

WHEREAS, the Act requires the City to approve a Transportation Plan for Fiscal Year 2025-2026: and

WHEREAS, the City plans to use funding received by the City pursuant to the Act for one or more planned projects.

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

SECTION 1. The City Council hereby adopts the City of Spanish Fort Transportation Plan for Fiscal Year 2025-2026, which includes projects for resurfacing and roadway improvements along Caisson Trace. The City is currently in the process of having roadway evaluations performed and may add additional streets to the resurfacing/improvements based upon a determination of those streets most needing repair. The City plans to spend the funds it receives pursuant to the Act on the project listed above.

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 upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this ____ day of August, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

RESOLUTION NO. 1545-2025

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 a family illness. 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. 1546-2025

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH AVIZO GROUP, INC.

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 a proposal with Avizo Group, Inc., for the accounting and auditing services for the City of Spanish Fort, Alabama, The Cooperative Improvement District of the City of Spanish Fort, Alabama – Highway 181 Public Facilities and The Cooperative Improvement District of the City of Spanish Fort, Alabama – Highway 98 Public Facilities in accordance with the proposed contracts which are attached hereto as Exhibit 1, 2 and 3, subject to any changes approved by the Mayor.

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

ADOPTED AND APPROVED this ____ day of _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

City Of Spanish Fort

Start On Acceptance



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Introduction



Carly Corte

Our planned timeline for the engagement is as follows:

January 2026-Audit fieldwork begins

March 24, 2026-Draft of the financial statements ready for client review

March 31, 2026-Issuance of audit

Please note that this timeline is based on all requested items being provided to the auditors by the start of fieldwork. If at least 60% of requested items are not uploaded/provided by the Friday before the start of fieldwork, we will reach out to reschedule fieldwork dates and discuss the new timeline.



Services

Attestation Services - Independent Audit of Financial Statements

We will audit your financial statements for the year ended September 30, 2025.

Attestation Services - Single Audit

We will perform your Single Audit for year ended September 30, 2025.

Audit Services after 30 days

Progress on services rendered in connection with the audit of your financial statements for the year ended September 30, 2025. We will bill 1/3rd after 30 days.

Audit Services after 60 days

Progress on services rendered in connection with the audit of your financial statements for the year ended September 30, 2025. We will bill another 1/3rd after 60 days.

Audit Services at completion

Remaining billing in connection with the audit of your financial statements for the year ended September 30, 2025. We will bill at completion.



Pricing

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Billed on completion	\$33,040.00
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- ✓ Attestation Services - Independent Audit of Financial Statements
- ✓ Attestation Services - Single Audit
- ✓ Audit Services after 30 days
- ✓ Audit Services after 60 days
- ✓ Audit Services at completion



General Terms and Conditions

August 12, 2025

Mayor Michael McMillan
City Of Spanish Fort
P O BOX 7226
SPANISH FORT, AL, 36577

Dear Mayor McMillan,

ENGAGEMENT LETTER – Avizo Group, Inc. and City Of Spanish Fort

We are pleased to confirm our understanding of the services we are to provide City Of Spanish Fort for the year ended September 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City Of Spanish Fort as of and for the year ended September 30, 2025. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI) to supplement City Of Spanish Fort 's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City Of Spanish Fort 's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1. Budgetary Comparison – General Fund
- 2. Note to Budgetary Comparison Schedule
- 3. Schedule of Changes in Net Pension Liability – GASB Statement No. 68
- 4. Schedule of Employer Contributions – GASB Statement No. 68

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements,

including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and GAAS.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City Of Spanish Fort 's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements and related notes of City Of Spanish Fort in conformity with accounting principles generally accepted in the United States of America based on information provided by you. Additionally, we will perform the following non-attest services for the City Of Spanish Fort:

- Maintain capital assets listing and depreciation schedules
- Assist with the implementation of standards issued during the current audit period
- Assist with preparing GASB 34 journal entries
- Assist with preparing GASB 68 journal entries, as related to pension plans
- Assist with reclassifying capital assets from various expense accounts
- Assist with recording current year investment activity
- Assist with preparation of the data collection form, if necessary

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your

responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services we provide including those listed above. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

Rachel Young is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

The audit documentation for this engagement is the property of Avizo Group, Inc. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any federal or state regulatory agencies or its, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Avizo Group, Inc. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Fees

The fee for this engagement was stated above in this document.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to any federal or state regulatory agencies or a designee; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above

fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of City Of Spanish Fort's financial statements., Our report will be addressed to management and those charged with governance of City Of Spanish Fort Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

Services Not Disclosed

It is our understanding that any services not specifically identified in this agreement or any other current agreement with Avizo are being performed or will be performed by the client or another provider secured by the client.

We appreciate the opportunity to be of service to City Of Spanish Fort and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign a copy of this letter and return it to us.

Yours sincerely,

Rachel Young

Rachel Young
Avizo Group, Inc.

Acknowledgment of Terms of Engagement

By signing below, I confirm I have the authority to contract on behalf of City Of Spanish Fort Any services not specifically identified in this agreement or another signed agreement with Avizo, it is our understanding the client will perform such services or secure other providers. I hereby agree to the terms of engagement dated On Acceptance of Avizo Group, Inc. as set out above in this letter of engagement.

I, Mayor McMillan, of City Of Spanish Fort confirm that I understand and agree to the terms of engagement.

Signed:
Print Name: Mayor Michael McMillan
Date:



Agreement Summary

Sender	Avizo Group, Inc.
Sent Date	Tuesday, August 12, 2025 1:02 PM
Recipient	City Of Spanish Fort
Effective Start Date	On Acceptance
Payment Authority	None
Payment Method	None
Document ID	prop_nciphej7t5waamqaiqba
Status	Awaiting Acceptance

City Of Spanish Fort

Start On Acceptance



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Carly Corte

Our planned timeline for the engagement is as follows:

January 2026-Audit fieldwork begins

March 24, 2026-Draft of the financial statements ready for client review

March 31, 2026-Issuance of audit

Please note that this timeline is based on all requested items being provided to the auditors by the start of fieldwork. If at least 60% of requested items are not uploaded/provided by the Friday before the start of fieldwork, we will reach out to reschedule fieldwork dates and discuss the new timeline.



Services

Attestation Services - Independent Audit of Financial Statements

We will audit your financial statements for the year ended September 30, 2025.



Pricing

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Billed on completion	\$5,475.00
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✓ Attestation Services - Independent Audit of Financial Statements

General Terms and Conditions

August 12, 2025

Mayor Michael McMillan
Cooperative District of the City of Spanish Fort
Highway 98 Public Facilities
7581 Spanish Fort Blvd (US Hwy 31)
Spanish Fort, Alabama 36527

Dear Mayor McMillan,

ENGAGEMENT LETTER – Avizo Group, Inc. and Cooperative District of the City of Spanish Fort – Highway 98 Public Facilities

We are pleased to confirm our understanding of the services we are to provide Cooperative District of the City of Spanish Fort – Highway 98 Public Facilities for the year ended September 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Cooperative District of the City of Spanish Fort – Highway 98 Public Facilities as of and for the year ended September 30, 2025.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4)

violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and GAAS.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Cooperative District of the City of Spanish Fort – Highway 98 Public Facilities' compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements and related notes of Cooperative District of the City of Spanish Fort – Highway 98 Public Facilities in conformity with accounting principles generally accepted in the United States of America based on information provided by you. Additionally, we will perform the following non-attest services:

- Maintain capital assets listing and depreciation schedules
- Assist with the implementation of standards issued during the current audit period

- Assist with preparing GASB 34 journal entries
- Assist with recording current year investment activity

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the

prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services we provide including those listed above. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

Rachel Young is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

The audit documentation for this engagement is the property of Avizo Group, Inc. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any federal or state regulatory agencies or its, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Avizo Group, Inc. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Fees

The fee for this engagement was stated above in this document.

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We will provide copies of our reports to any federal or state regulatory agencies or a designee; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of Cooperative District of the City of Spanish Fort – Highway 98 Public Facilities' financial statements. Our report will be addressed to management and those charged with governance of Cooperative District of the City of Spanish Fort – Highway 98 Public Facilities. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

Services Not Disclosed

It is our understanding that any services not specifically identified in this agreement or any other current agreement with Avizo are being performed or will be performed by the client or another provider secured by the client.

We appreciate the opportunity to be of service to Cooperative District of the City of Spanish Fort – Highway 98 Public Facilities and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign a copy of this letter and return it to us.

Yours sincerely,

Rachel Young

Rachel Young
Avizo Group, Inc.

Acknowledgment of Terms of Engagement

By signing below, I confirm I have the authority to contract on behalf of Cooperative District of the City of Spanish Fort – Highway 98 Public Facilities. Any services not specifically identified in this agreement or another signed agreement with Avizo, it is our understanding the client will perform such services or secure other providers. I hereby agree to the terms of engagement dated On Acceptance of Avizo Group, Inc. as set out above in this letter of engagement.

I, Mayor McMillan, of Cooperative District of the City of Spanish Fort – Highway 98 Public Facilities confirm that I understand and agree to the terms of engagement.

Signed:

Print Name: Mayor Michael McMillan

Date:



Agreement Summary

Sender	Avizo Group, Inc.
Sent Date	Tuesday, August 12, 2025 1:02 PM
Recipient	City Of Spanish Fort
Effective Start Date	On Acceptance
Payment Authority	None
Payment Method	None
Document ID	prop_nciqm4auktbqamyardoq
Status	Awaiting Acceptance

City Of Spanish Fort

Start On Acceptance



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Carly Corte

Our planned timeline for the engagement is as follows:

January 2026-Audit fieldwork begins

March 24, 2026-Draft of the financial statements ready for client review

March 31, 2026-Issuance of audit

Please note that this timeline is based on all requested items being provided to the auditors by the start of fieldwork. If at least 60% of requested items are not uploaded/provided by the Friday before the start of fieldwork, we will reach out to reschedule fieldwork dates and discuss the new timeline.



Services

Attestation Services - Independent Audit of Financial Statements

We will audit your financial statements for the year ended September 30, 2025.



Pricing

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Billed on completion	\$5,475.00
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✓ Attestation Services - Independent Audit of Financial Statements



General Terms and Conditions

August 12, 2025

Mayor Michael McMillan
Cooperative District of the City of Spanish Fort
Highway 181 Public Facilities
7581 Spanish Fort Blvd (US Hwy 31)
Spanish Fort, Alabama 36527

Dear Mayor McMillan,

ENGAGEMENT LETTER – Avizo Group, Inc. and Cooperative District of the City of Spanish Fort – Highway 181 Public Facilities

We are pleased to confirm our understanding of the services we are to provide Cooperative District of the City of Spanish Fort – Highway 181 Public Facilities for the year ended September 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Cooperative District of the City of Spanish Fort – Highway 181 Public Facilities as of and for the year ended September 30, 2025.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4)

violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and GAAS.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Cooperative District of the City of Spanish Fort – Highway 181 Public Facilities' compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements and related notes of Cooperative District of the City of Spanish Fort – Highway 181 Public Facilities in conformity with accounting principles generally accepted in the United States of America based on information provided by you. Additionally, we will perform the following non-attest services:

- Maintain capital assets listing and depreciation schedules
- Assist with the implementation of standards issued during the current audit period

- Assist with preparing GASB 34 journal entries
- Assist with recording current year investment activity

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

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You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the

prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services we provide including those listed above. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

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Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of Cooperative District of the City of Spanish Fort – Highway 181 Public Facilities' financial statements. Our report will be addressed to management and those charged with governance of Cooperative District of the City of Spanish Fort – Highway 181 Public Facilities. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

Services Not Disclosed

It is our understanding that any services not specifically identified in this agreement or any other current agreement with Avizo are being performed or will be performed by the client or another provider secured by the client.

We appreciate the opportunity to be of service to Cooperative District of the City of Spanish Fort – Highway 181 Public Facilities and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign a copy of this letter and return it to us.

Yours sincerely,

Rachel Young

Rachel Young
Avizo Group, Inc.

Acknowledgment of Terms of Engagement

By signing below, I confirm I have the authority to contract on behalf of Cooperative District of the City of Spanish Fort – Highway 181 Public Facilities. Any services not specifically identified in this agreement or another signed agreement with Avizo, it is our understanding the client will perform such services or secure other providers. I hereby agree to the terms of engagement dated On Acceptance of Avizo Group, Inc. as set out above in this letter of engagement.

I, Mayor McMillan, of Cooperative District of the City of Spanish Fort – Highway 181 Public Facilities confirm that I understand and agree to the terms of engagement.

Signed:

Print Name: Mayor Michael McMillan

Date:



Agreement Summary

Sender	Avizo Group, Inc.
Sent Date	Tuesday, August 12, 2025 1:02 PM
Recipient	City Of Spanish Fort
Effective Start Date	On Acceptance
Payment Authority	None
Payment Method	None
Document ID	prop_nciqisyuktbqajyaqcsq
Status	Awaiting Acceptance

RESOLUTION NO. 1547-2025

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT FOR SERVICES BETWEEN THE CITY OF SPANISH FORT,
ALABAMA, AND THOMPSON ENGINEERING**

WHEREAS, the City Council of the City of Spanish Fort, Alabama, has determined that it is in the best interest of the City to retain the services of Thompson Engineering to provide professional design services and construction administration for the development of Honor Park Phase I.

**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 the Mayor to execute a contract for services with Thompson Engineering to provide professional design services and construction administration for the development of Honor Park Phase I in the amount of \$544,100.00 in accordance with the proposal which is attached hereto as Exhibit 1, subject to any changes approved by the Mayor.

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

ADOPTED AND APPROVED this ____ day of _____, 2023.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk



August 5, 2025

Mayor Michael McMillan
City of Spanish Fort
7361 Spanish Fort Blvd.
Spanish Fort, AL 36527

Regarding: Proposal for Professional Design Services
Honor Park – Phase I

Dear Mayor McMillan:

Thompson Engineering, Inc. (Thompson) is pleased to submit this proposal to the City of Spanish Fort for Planning, Design, and Construction related services for Phase I of the 97-acre Honor Park project. This proposal builds upon our direct involvement in the public engagement, planning, and programming efforts during the project's master planning phase, which culminated in the unanimous adoption of the master plan by the City Council on Monday, March 3, 2025.

We are genuinely excited about the opportunity to continue supporting the City in shaping the future of recreational amenities in Spanish Fort—enhancing quality of life for residents and visitors across the region. With a longstanding history of successful park and public space design projects throughout Mobile and Baldwin Counties, Thompson brings a highly experienced, multidisciplinary team whose expertise and service capabilities are well-aligned with the scope and vision of this project.

We appreciate the opportunity to provide you with this proposal. If you have any additional questions or need any clarification, please feel free to reach out to me at cgrant@thompsonengineering.com and/or 251-665-5460.

Respectfully,

Thompson Engineering, Inc.

Christopher C. Grant, PLA
Principal Landscape Architect

Nicholas Combs, P.E.
Project Manager / Civil Engineer

Proposal for Professional Design Services

Honor Park – Phase I

August 5, 2025

1.0 Project Understanding

It is our understanding that the City of Spanish Fort is requesting the planning, design and construction related services for Phase 1 at the 97-acre parcel on the west side of Highway 225 located at Honor Park. The master plan basis of design is to be in accordance with the program that was approved by the City Council on March 3rd, 2025. Our understanding of the anticipated program that was used in developing this proposal is outlined below:

Program (included)

- Trailhead
 - Design includes a trailhead entry feature with kiosk structure.
 - Includes the design of a plaza area to denote the Trailhead area.
- Parking
 - Assumes roughly 100 parking spaces and associated vehicular circulation routes.
 - Assumes gravel parking spaces with asphalt roadways.
 - Design of the parking area will implement low impact development techniques to help with the treatment of stormwater pollutants.
- Restroom Pavilion No. 1
 - Assumes the restroom location will be adjacent to the trailhead and plaza.
 - Design includes separate men's and women's restrooms with a minimum of (3) stalls each.
 - Design includes a maintenance closet for storage of janitorial supplies.
 - Design includes a water filling station.
- Restroom Pavilion No. 2
 - Assumes the restroom location will be adjacent to the multi-use trail along the westernmost edge of the property.
 - Design includes (2) separate stalls designated as family restrooms.
 - Design includes a covered porch area to serve as a lightning shelter during extreme and sudden weather occurrences.
- Fishing Pier
 - Assumes an approximately 450' raised wooden boardwalk style pier with railings along the northeast edge of the 97-acre parcel with minimal disturbance to Bay Minette Creek and Basin.
 - Assumes a trail extension and raised boardwalk from the proposed parking lot to the fishing pier.
 - Design includes site furnishings such as benches and trash receptacles.

- Design includes mooring cleats to allow for boat access into the park from Bay Minette Creek and Basin.
- Raised Boardwalk
 - Assumes an approximately 0.4 mile raised wooden boardwalk with railings in the northwestern corner of the 97-acre parcel with minimal disturbance to wetland areas and Bay Minette Creek and Basin.
 - Design includes connection to the adjacent Multi-Use trails.
- Raised Boardwalk Rest Area
 - Assumes an approximately 300 sf covered shade structure with a raised deck and benches.
 - Design includes a kiosk with wayfinding, information, and educational signage.
 - Design includes connection to the adjacent Multi-Use trails.
- Outdoor Classroom No. 1
 - Assumes a small understory clearing along the Multi-Use trails near the northern half of the 97-acre parcel with simplistic site furnishings fashioned from natural materials.
- Outdoor Classroom No. 2
 - Assumes a small understory clearing along the Multi-Use trails in the southern half of the 97-acre parcel with simplistic site furnishings fashioned from natural materials.
- Multi-Use Trails
 - Assumes approximately 2 miles of shared use trails throughout the 97-acre parcel.
 - Design includes compacted crushed limestone surfacing with minimal disturbances to the surrounding vegetation.
 - Design includes improvements to stream and drainage crossings with a combination of low water crossings, raised boardwalks, and/or culverts depending on the size of the watershed.
- Site Furnishings
 - Design includes appropriate site furnishings spaced at regular intervals throughout the 97-acre parcel, to include benches, trash receptacles, recycle bins, bike racks, water filling stations, and pet waste stations.
- Educational, Wayfinding, and Interpretive Signage
 - Thompson will work closely with our sub-consultant Hersick+Webster (H&W) to develop a comprehensive and cohesive branding and signage campaign to include a logo design, educational, wayfinding, and interpretive signage.
 - H&W will coordinate with a local sign manufacturer to develop construction documents for the signage campaign.
- Pedestrian Bridges
 - Design includes wooden pedestrian bridges where necessary to traverse streams and bogs throughout the 97-acre parcel.
 - Bridge design and material selection will be evaluated based on the total span and fall to determine the most appropriate design considerations at each area.
 - Includes any associated grading work to meet existing elevations.
- Entry Signage
 - Design includes an entry monument sign denoting the entrance to the park.

- **Landscape Improvements**
 - Design includes plant material selection at key focus areas to include the entrance sign, entry plaza near the trailhead kiosk, parking area, and other disturbed areas.
- **Utility Infrastructure Upgrades**
 - Design includes the routing of available utilities for power, sewer, drainage, and water.

2.0 Work Activities and Deliverables

The project team sets a trajectory for success during the first few months of the design process. Our project team employs an integrated design approach that builds upon the expertise of each team member, beginning with the initial meetings and crucial early stages of the design process. We advocate for a transparent and collaborative process that includes City of Spanish Fort staff, design professionals, and local user groups to better inform project decisions and strengthen the richness of thought infused into the project.

Thompson Engineering will serve as the Landscape Architect, Architect, and Engineers of Record, leading all phases of design and document development. As project manager for this project, Christopher Grant will be the main point of contact for the client team. He will work closely with the other consultants and disciplines in order to maintain a consistent and accessible presence for you and your team.

The following tasks are the proposed design phases with an outline of the activities and examples of deliverables that we anticipate using for this project.

2.1 Survey, Design, Engineering and Project Letting Phase (A&E/PE Task 1)

- **Survey**
 - Thompson will coordinate with 811 to GPS locate all existing utilities along the ROW of Hwy 225 and at the terminus of Speckle Trout Route Road within the project site limits to determine the best location to tie in utilities for the site and facility improvements.
 - Thompson will conduct a bathymetric survey along the property line located at Bay Minette Creek and Basin. The bathymetric survey will determine the underwater topography to help determine the best location of the waterside fishing pier and raised boardwalks.
- **Environmental Studies & Permitting**
 - Thompson will perform a wetland delineation for the entire 97-acre parcel located along the west side of Hwy 225.
 - Thompson will conduct a Threatened & Endangered Species survey.
 - Thompson will engage our in-house archaeologist to serve as a design consultant, ensuring culturally sensitive areas on site are identified and appropriately avoided during planning and design.
 - A Phase II Cultural Resources Survey is not included in this proposal, as our primary objective is to prevent any impacts or disturbances to known cultural resources. Should a Phase II survey become necessary based on agency

coordination or site conditions, Thompson will prepare and submit a separate proposal for those services at that time.

- USACE coordination and permitting.
- ADEM NPDES coordination and permitting.

- **Geotechnical Investigations & Reporting**

- A geotechnical engineer or his authorized representative may visit the project site to perform reconnaissance and coordinate the field activities.
- Mobilize a motorized barge with mounted drill rig and an appropriate support vessel to perform the five (5) borings to a depth of 40 feet below the existing mudline. Samples will be taken continuously from the existing mudline to a depth of 10 feet and then every 5 feet thereafter. Soils will be sampled using undisturbed standard penetration test protocols in accordance with ASTM D1587. Handheld GPS units will be utilized to locate the borings and water depth measurements will be recorded at the time of drilling.
- Mobilize equipment to perform a total of ten (10) standard penetration test (SPT) borings to depths ranging from 6 to 15 feet below existing site grades. Samples will be taken continuously from the ground surface to a depth of 10 feet and then every five (5) feet thereafter. Groundwater depth for all boreholes will be recorded when encountered. Granular soils will be sampled using standard penetration test (SPT) protocols in accordance with ASTM D-1586.
- The recovered soil boring samples will be placed in sealed containers and transported to our geotechnical laboratory. An experienced geotechnical engineer will visually classify all the recovered soil samples and stratify the borings. Records of Test Borings will be prepared to summarize the data collected. Samples will be retained in storage for 90 days after the date of geotechnical report publication.
- Conduct a limited laboratory testing program of recovered soil samples obtained from select soil test borings. The laboratory testing may include gradation distribution, Atterberg Limits, Loss On Ignition (L.O.I.), and shear strength tests. The type and quantity of tests will be selected by the Geotechnical Engineer following visual examination of all the recovered soil specimens.
- Prepare a Geotechnical Engineering Report that summarizes the subsurface exploration activities as well as provides engineering evaluations, technical discussions, and engineering recommendations for foundation design and site preparation. The geotechnical report will specifically include:
 - Boring Location Plan
 - Boring Logs with Soil Stratigraphy
 - Discussion of Groundwater and Impact on Construction
 - Discussion of Soil Stratigraphy and Soil Properties
 - Shallow Foundation Recommendations (settlement and bearing capacity)
 - Pavement Recommendations
 - Site Preparation Recommendations

- **Architecture and Engineering**

- Thompson will work closely with the City to develop in-depth design drawings for the program elements defined above.
- Thompson anticipates presenting submittal documents for review and comment to the City at 60% and 90% prior to issuing 100% bid documents.
- Thompson will provide an Estimate of Probable Cost at 60% and 90% submittals for review by the City.
- The Architect/Engineer shall ensure all design elements are designed to be in compliance with all Federal, State, and Local regulations.

- **Letting**

- Thompson will assist with advertising the project and issuing digital documents to plan rooms and interested/invited bidders for their use in preparation of a cost proposal for construction of the work.
- Thompson will assist the City in receiving and evaluating the proposals, and preparation and execution of a construction contract with the lowest responsive/responsible bidding general contractor.

- **Assumptions/Exclusions**

- Thompson will use the approved Conceptual Master Plan as the basis of design and the program elements listed above will be at or near the locations shown on the master plan.

- **Deliverables**

- Design Development Documents (60% - for review and comment)
 - Estimate of Probable Cost
- Construction Documents (90% - for review and comment)
 - Revised Estimate of Probable Cost
- Final Construction Documents (100% - issued for construction)
- Project Manual (front-end bid documents and specifications)
- Branding and Signage Campaign

2.2 Construction Administration (CE&I Task 2)

- During the construction implementation period, Thompson is prepared to serve as the construction administrator for this project. Thompson will assume the responsibility for carrying out the interests of the City and make decisions on behalf of the City. The construction administrator will review the documentation provided by the contractor for periodic payment and will recommend or deny progress payment requests submitted by the contractor based on what has actually been constructed and accepted, ultimately to protect the assets of the City.

- The main responsibility of the construction administrator during the construction phase is to evaluate the adequacy of the materials and workmanship of the contractor and to provide guidance when questions arise.
 - These services will include the review of shop drawings, responding to RFIs, and attendance at monthly OAC meetings.
- **Assumptions/Exclusions**
 - No scope or fee is included for any special inspections or construction materials testing. The project team will provide a separate proposal if these types of inspections or testing are required.
 - This scope does not include daily inspections and is limited to milestone inspections and site visits as needed.
 - **Deliverables**
 - Inspection reports (as required)

3.0 Summary of Cost & Professional Services Fees

The scope of work outlined above will be performed for a total fee of **\$544,100.00**.

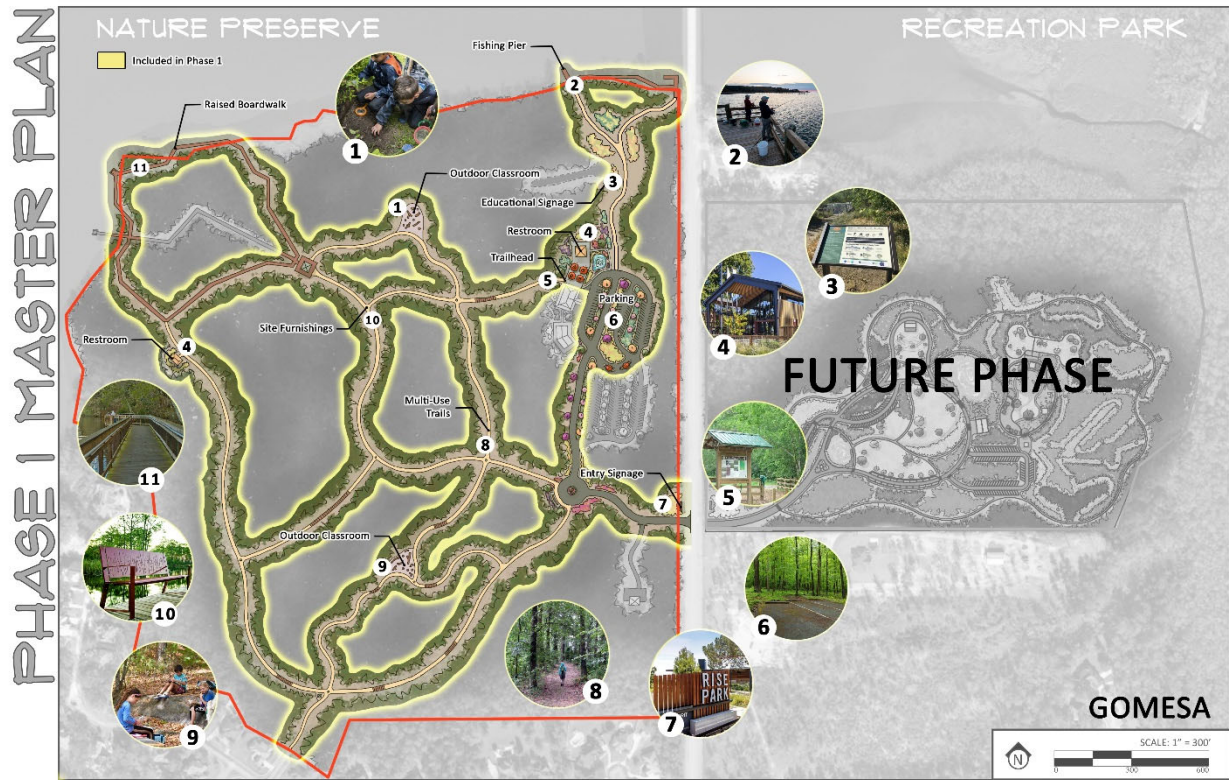
Fee Breakdown	
Task 1 – A&E/PE (Lump Sum)	\$460,200.00
Survey	\$22,000.00
Environmental Studies & Permitting	\$56,650.00
Geotechnical Investigation & Reporting	\$47,950.00
Architecture	\$55,000.00
Mechanical, Electrical, Plumbing (MEP)	\$13,200.00
Structural Design	\$49,500.00
Site Design & Project Management	\$166,400.00
Signage & Branding	\$49,500.00
Task 2 – CA (Lump Sum)	\$83,900.00
Total for Professional Services:	\$544,100.00

4.0 Schedule

All work will begin after the notice to proceed is provided to Thompson. Schedule for completion of Tasks 1-2 will be coordinated with the City of Spanish Fort.

Appendix A

Master Plan submittal used as the basis of design in developing the scope and fee for this project.



PHASE I MASTER PLAN

NATURE PRESERVE

Included in Phase 1



RECREATION PARK



GOMESA

RESOLUTION NO. 1548-2025

A RESOLUTION AUTHORIZING THE MAYOR AND/OR THE CHIEF OF POLICE TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SPANISH FORT POLICE DEPARTMENT AND THE SOUTHWEST ALABAMA REGIONAL HIGHWAY SAFETY OFFICE

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 Chief of Police to execute a Memorandum of Understanding between the City of Spanish Fort Police Department and the Southwest Alabama Regional Highway Safety Office, by and through the Mobile County Commission, for the purpose of participating in SWARHSO's Community Traffic Safety Program grant; for salary and certain benefits for overtime traffic safety enforcement and for traffic enforcement/traffic safety equipment. A copy of the proposed Agreement is attached hereto as Exhibit 1.

SECTION 2. The Agreement shall be executed by the Chief of Police on behalf of the City.

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

ADOPTED and APPROVED this _____ day of _____ 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

**MOBILE COUNTY COMMISSION
SOUTHWEST ALABAMA REGIONAL HIGHWAY SAFETY OFFICE**

P.O. BOX 1443 • MOBILE, AL 36633 • PHONE # 251-222-9233

Community Traffic Safety Program (CTSP)

Agreement for CTSP Grant Participation

Fiscal Period: October 01, 2025 – September 15, 2026

(NOT the same as a grant's authorized spending period during this Contract Period)

THIS AGREEMENT ("Agreement" and/or "Contract") is entered into between the SOUTHWEST ALABAMA REGIONAL HIGHWAY SAFETY OFFICE, by and through the MOBILE COUNTY COMMISSION (together, "SWARHSO"), and the governing entity of the **SPANISH FORT POLICE DEPARTMENT** hereinafter referred to as "AGENCY"), for official participation in SWARHSO's Community Traffic Safety Program (CTSP) grant(s), and for 100% funded salary, plus allowable FICA fringe, for overtime traffic safety enforcement (and other time as approved by the Alabama Department of Economic Community Affairs ("ADECA" and/or SWARHSO), and for traffic enforcement/traffic safety equipment, dependent upon approval of applicable grant(s).

1. The term of this Agreement will be from **October 01, 2025, through September 15, 2026**; however, this contract period will **not** be the same as any grant's authorized spending period during the fiscal year. Expenditure of CTSP grant funds will only be allowable under this agreement for the AGENCY's grant activity performed within the state-designated Southwest Region's Counties of: Baldwin, Bibb, Chilton Choctaw, Conecuh, Clark, Dallas, Escambia, Greene, Hale, Marengo, Mobile, Monroe, Perry, Pickens, Sumter, Tuscaloosa, Washington and Wilcox.
2. Grants covered under the Community Traffic Safety Program (CTSP) are as follows:
 - *Selective Traffic Enforcement Program, **October 1, 2025 - September 15, 2026***
 - *Hot Spot Impaired Driving Enforcement Program **October 1, 2025- September 15, 2026***
 - *Click It or Ticket Memorial Day Enforcement Program, **May 18, 2026 – May 31, 2026***
 - *Drive Sober or Get Pulled Over Labor Day Enforcement Program, **August 14, 2026 – September 7, 2026***
3. The funds for this agreement were awarded by the National Highway Traffic Safety Administration (NHTSA) and are passed through ADECA and SWARHSO. Therefore, all expenditures are subject to all federal and state laws, rules and regulations, including LETS policy letters.
4. The United States Federal Government has set forth that NO entity may supplant funds or use Federal grant funds for budget relief of state, regional, county, city, local, or any other non-federal funds. Federal grant funds are intended for the purpose of providing monies for overtime traffic enforcement/traffic safety activities conducted outside of the AGENCY's budgeted initiatives. According to the State of Alabama ADECA/LETS Policy Letters, "Supplanting" is defined as, "to deliberately reduce State or local funds because of the existence of Federal funds." **GRANT FUNDS ARE TO BE SPECIFICALLY UTILIZED FOR WORKING TRAFFIC GRANT DETAILS ONLY FOR SWORN FULL-TIME LAW ENFORCEMENT PERSONNEL. THEY ARE NOT TO BE USED FOR SERVING WARRANTS, CHECKING BUILDINGS, BACKING UP REGULAR DUTY OFFICERS, ETC. FUNDS ARE FOR TRAFFIC ENFORCEMENT ONLY, PURSUANT TO THE GRANT OBJECTIVE AS OUTLINED BY THE SWARHSO.**
5. Upon approval of grant(s), funding will be made available to the AGENCY through the CORE reporting system, by SWARHSO as authorized by the Alabama Department of Economic and Community Affairs (ADECA). **This Agreement for CTSP Grant Participation is not a notice of grant approval, but is required for the AGENCY's receipt of CTSP grant funds and equipment once or if such become available.**
6. NO AGENCY will be approved to receive overtime enforcement funding without having entered into this Agreement with the SWARHSO and being registered with the CORE system. NO AGENCY will be approved to

Mobile County Commission

Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program

Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2025 – September 15, 2026

receive overtime enforcement funding without having an approved overtime policy adopted by or on behalf of the AGENCY. If an agency does not have an approved overtime policy, its GOVERNING ENTITY may agree to adopt the one attached to this Agreement, which meets the minimum requirements set forth to participate in this program. Once a grant is approved by ADECA, applicable funding allocations under such grant will then be awarded by SWARHSO, to AGENCY's that meet all funding requirements, and have submitted all required documentation. If an AGENCY is awarded traffic overtime funds, the fund dates and amount will be recorded on the CORE reporting system. The AGENCY will be notified of the grant award by SWARHSO. Such notification will include information such as the grant's name and number, amount of funding allocated, the spending period during which the grant funds must be spent, the final deadline required for submitting the reimbursement claim, and other guidelines and/or requirements such as hotspot locations, as applicable.

7. During the applicable grant period(s), AGENCY grant expenditures will be evaluated by SWARHSO to determine if the AGENCY would likely utilize allocated funds before the end of a grant's authorized work period. Any funds determined to be surplus may be transferred to other agencies that can utilize the funds by SWARHSO through the CORE reporting system website. The AGENCY should inform SWARHSO as soon as possible, if any grant funds will likely not be expended, for voluntary release of such funds. The sooner the notification, the sooner SWARHSO may transfer such funds elsewhere to be spent. SWARHSO and/or ADECA have the authority to rescind the AGENCY's grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by SWARHSO and/or ADECA.
8. **Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed.** ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows: (1.) contract with SWARHSO, (2.) CORE Project Reimbursement Form, (3.) CORE Roll-Up form, (4.) CORE contact report(s) for each person claiming reimbursement hours on the grant, (5.) copy of every citation and warning citation claimed on the grant, (6.) time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant, (7.) City or County overtime policy. Basically, any agency claiming reimbursement for overtime hours worked, should have documentation on file to account for hours worked and traffic statistics claimed. The above mentioned paperwork should be kept on file by each agency for no less than 3 years from the date of the claim. Each agency will be notified if a file audit/review is requested. Any agency that is unable to produce ALL forms required to verify the claims that have been submitted to the SWARHSO, may be required to refund ALL funds that were reimbursed on the grant in question.
9. The AGENCY agrees to utilize the CORE reporting system for ALL funding awards made by SWARHSO. Submission of reimbursement forms, other than those forms required by SWARHSO for the contract period, will result in return of an AGENCY's reimbursement claim for completion on the proper forms; and therefore, delay reimbursement to the AGENCY. Each different grant requires separate reimbursement forms and reports to be submitted to SWARHSO. Combining information from different grants into a claim will result in return of an AGENCY's reimbursement claim for correction; and therefore, delay reimbursement to the AGENCY.
10. **At a minimum, reimbursement claims (CORE forms or an email if no activity) are required to be submitted to SWARHSO by the 7th of the month following the enforcement period, whether grant activity occurred during the previous month or not, to allow SEARHSO to have an accurate account of activity in the region.**
11. Suspension of funds, until all documentation is properly completed by the AGENCY and received by SWARHSO, may occur for those departments not in compliance with program requirements.

Mobile County Commission

Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program

Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2025 – September 15, 2026

12. **The FINAL deadline for receipt of FINAL reimbursement claims/requests from the AGENCY will be seven (7) business days from the closing date of September 15, 2026 (received by SWARHSO – in the CTSP office). Any claims received by SWARHSO after this date will NOT be reimbursed.** It is the AGENCY's responsibility to ensure that all of their reimbursement claims are submitted to SWARHSO in a timely manner, so as to meet these monthly timelines and final deadline. Though the contract period of this agreement extends to September 15th (for CTSP participation purposes), the AGENCY must comply with each grant's designated work period and final reimbursement claims deadline, i.e., Click It or Ticket Program. **No reimbursement will be made for work performed outside of each grant's regionally authorized work period.**
13. The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to SWARHSO and shall ensure the accuracy of all such documentation and reports submitted, including but not limited to, hours reported, computation of salary/fringe benefits and reimbursement, and pay rates. The AGENCY shall hold harmless and indemnify SWARHSO from and against any loss, claim for reimbursement, or any claim whatsoever in any way, relating to any error or omission in the reimbursements claimed, documentation and reports submitted, and/or grant funds distributed in reliance thereon.
14. The AGENCY, in performance of its operations and obligations, shall not be deemed to be an agent of SWARHSO, but shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents. SWARHSO assumes no responsibility for the manner in which or means by which the AGENCY performs its activities pursuant to this agreement. SWARHSO enters into this agreement for the sole purpose of distributing grant funds and/or equipment made available by ADECA. The AGENCY agrees to hold SWARHSO harmless from any liability for any damages arising from any acts or omissions occurring in connection with the AGENCY's performance under this Agreement.
15. The AGENCY agrees to comply with all other requirements as set forth by ADECA and/or SWARHSO, which are needed to carry out the scope and intent of this project, in accordance with applicable agreement(s) into which are entered between SWARHSO and ADECA. Reimbursement of funds may be suspended until all applicable CTSP grant and agreement requirements are met.
16. Subject to the terms of the grant, SWARHSO agrees to reimburse the AGENCY, subject to availability of grant funds, for actual overtime traffic enforcement worked under a CTSP grant project, provided the activity is documented in accordance program requirements, as set forth by SWARHSO, with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.
17. **Termination for Cause.** If, through any cause, the Agency shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately, SWARHSO will immediately terminate this Agreement by giving verbal and written notice to the Agency of such termination.
18. This Agreement shall be deemed to have been executed in Alabama and all questions of interpretation shall be governed by the laws of the State of Alabama with proper venue for any claim arising hereunder lying in Baldwin County.
19. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

Mobile County Commission

Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program

Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2025 – September 15, 2026

Mobile County Commission
Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program
Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2025 – September 15, 2026

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered.

AGENCY:

By: _____
Its: Authorized Official
Date: _____

ATTEST:

By: _____
Its: County Administrator/City Financial Officer
Date: _____

AGENCY:

By: _____
Its: Sheriff/Police Chief
Date: _____

To what Address should reimbursement checks be mailed? (Changes only)
(Any changes to such address must be submitted in writing to SWARHSO)

Mobile County Commission
Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program
Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2025 – September 15, 2026

Signature of Authorized Official
Merceria Ludgood, President
Mobile County Commission

Date

RESOLUTION NO. 1549-2025

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
BETWEEN THE CITY OF SPANISH FORT AND SAWGRASS CONSULTING, LLC**

WHEREAS, the City of Spanish Fort wishes to enter into an agreement with Sawgrass Consulting, LLC, for topographic surveying, engineering services and other services relative to the extension of Old Highway 31 to Eastern Shore Blvd. 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. The City Council hereby authorizes the Mayor to enter into an agreement with Sawgrass Consulting, LLC, in the amount of \$269,190.00, on behalf of the City as reflected in the proposal attached as Exhibit 1, subject to any changes to the terms and conditions approved 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



AGREEMENT FOR PROFESSIONAL SERVICES

This **Agreement for Professional Services** (hereinafter referred to as "**Agreement**") is entered into this 25th day of July 2025 between **SAWGRASS CONSULTING, LLC** (hereinafter referred to as "**Sawgrass**"), whose address is 30673 Sgt. E.I. "Boots" Thomas Drive 31 Spanish Fort, Alabama 36527, and **Client**, who is identified below, for the provision of certain professional services as more particularly set forth in Section I (A) below and in accordance with the terms and conditions set forth herein.

Client: City of Spanish Fort

Client Contact Person: Mayor McMillan

Client Mailing Address: 7361 Spanish Fort Blvd Spanish Fort, AL 36527

Telephone Number: 251-626-4884

Client Contact Email: mayor@cityofspanishfort.com

Project Name: Old Highway 31 extension to Eastern Shore Boulevard

Sawgrass and Client, for themselves, and their respective successors and assigns, agree as follows:

1. SCOPE OF SERVICES

A. Sawgrass shall provide the following services to Client (hereinafter referred to as the "**Services**"): See Exhibit "A"

B. Specifically excluded from this scope of services is the providing of future updates, reviews, or expert opinions or witness services. If Client subsequently requires additional services not listed above, Client and Sawgrass may negotiate a separate agreement detailing the same.

2. COMPENSATION. Client agrees to compensate Sawgrass for the Services as follows:

See Exhibit "A"

ALL OTHER TERMS OF THIS AGREEMENT CONTINUE ON PAGES 2-4 AND ARE INCORPORATED BY THIS REFERENCE.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

SAWGRASS CONSULTING, LLC

Client: City of Spanish Fort

By: _____ (Sign)

By: _____ (Sign)

Print Name: Ercil E. Godwin

Print Name: _____

Its: Vice President

Its: _____

PAYMENT OF COMPENSATION.

Client Rep. Initials _____

Accounts Payable Contact:

Name:	Phone:	Email:	Address (if different from Client)

A. Client agrees to reimburse Sawgrass, on a monthly basis, for all Reimbursable Costs and Reimbursable Expenses incurred by Sawgrass. "Reimbursable Costs" shall mean Sawgrass's reasonable out-of-pocket expenses incurred in performing the Services. "Reimbursable Fees" shall mean the actual fees charged by any professionals or other parties with whom Sawgrass may subcontract to perform any part or all of the Services, plus an administrative charge of ten percent (10%).

B. Sawgrass shall invoice Client for Services performed during each calendar month. For Services performed on a contract price basis, the amount of each invoice shall reflect the percentage of Services completed as of the date of the invoice, as determined by Sawgrass in its sole discretion. For Services performed on an hourly basis, each invoice shall list time charges. Monthly invoices shall also include all Reimbursable Costs and Reimbursable Fees for which Client is being charged.

C. Client hereby agrees to pay each invoice in full within fifteen (15) days of the date of the invoice. Payments should be mailed or delivered to Sawgrass at the address listed on the invoice or at such other address as Sawgrass may direct. In the event Client fails to pay an invoice in full within fifteen (15) days of the date thereof, such unpaid invoice shall accrue interest at a rate of the lesser of eighteen percent (18%) per annum or at the maximum legal rate. All payments shall be made without any deduction, setoff, or counterclaim of any kind whatsoever.

D. In the event Client fails to pay any Sawgrass invoice in full within thirty (30) days of the date of the invoice, Client shall be in default hereunder.

3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Nothing herein shall create, or be construed to create, between Sawgrass and Client an employer/employee or principal/agent relationship; rather, the relationship of Sawgrass and Client shall be that of an independent contractor. Client agrees that Sawgrass may engage one or more subcontractors to perform some or all of the Services.

4. **TERMINATION.** Sawgrass may terminate the performance of any further Services under this Agreement, with or without cause and for any or no reason, upon thirty (30) days written notice to Client. Upon the effective date of such termination, Sawgrass shall cease work on all Services. Within thirty (30) days of such termination, Client shall pay Sawgrass in full for all Services performed and all Reimbursable Costs and Reimbursable Fees incurred prior to such termination. Termination by Sawgrass shall not relieve Client of any obligation to pay Sawgrass for Services already performed as required hereunder.

5. **DELAY.** Neither party shall be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of an obligation, other than the payment of money by Client to Sawgrass, results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events include, without limitation, storms, floods, acts of God, epidemics, protest demonstrations, war, terrorism or terrorist acts, riot, strikes, or other industrial disturbances or anticipated site conditions. In the event that such acts or events do occur, Client and Sawgrass shall attempt to overcome all difficulties arising and to resume as soon as reasonable possible the performance of their respective obligations hereunder.

6. **COST ESTIMATES.** Sawgrass may, upon the Client's request, prepare a good faith cost estimate for the Services prior to the commencement of their performance. However, Sawgrass does not, and Client acknowledges that Sawgrass does not, warrant that the actual costs of the Services incurred by Client will not deviate from any such cost estimate.

7. **LIMITATION OF LIABILITY AND INDEMNIFICATION**

A. Under no circumstances shall the total liability of Sawgrass, its employees, officers, managers, agents, and consultants, for all claims, causes of action, losses, damages, costs, and expenses, including attorneys' fees, exceed the aggregate amount actually paid to Sawgrass under this Agreement, regardless of the legal theory under which such liability is imposed. In no event shall Sawgrass be responsible or held liable for any indirect, incidental, special, consequential, or punitive damages whatsoever, including, without limitation, loss of use of property, loss of profits or other revenue, interest, loss of product, increased expenses or business interruption, however the same may be caused.

B. Client agrees to and does hereby indemnify and hold Sawgrass, its employees, officers, managers, agents, consultants, successors and assigns harmless from and against all claims, causes of action, liability, losses, damage, costs, and expenses, including reasonable attorneys' fees, arising out of or related to the negligent or intentional acts or omissions of Client, or Client's agents or employees.

C. Client acknowledges and agrees that Sawgrass is not and shall not be held responsible for or be deemed to have control over the means, methods, techniques, sequences, procedures, or safety precautions and programs utilized by any contractor or other party working on the Project. Client further acknowledges and agrees that Sawgrass shall not be responsible for any contractor's failure to comply with any construction contract or with any applicable federal or State laws, regulations, ordinances, or industry rules. Client hereby indemnifies and holds Sawgrass, its employees, officers, managers, agents, consultants, successors and assigns harmless from and against all claims, causes of action, liability, losses, damage, costs, and expenses, including reasonable attorneys' fees, arising out of or related to the negligent or intentional acts or omissions of any contractor or subcontractor of Client or of such contractor's or subcontractor's employees or agents.

D. Client assumes all risk and responsibility for all loss of, damage to, and/or destruction of the Project and all property owned by or in the custody of Client, including its affiliates, however such loss, damage, or destruction may occur and waives any right of recovery it may have against Sawgrass for any such loss, damage, or destruction and agrees to obtain a waiver of subrogation rights of its insurers against Sawgrass for any such loss, damage, or destruction.

E. Client acknowledges that all estimates provided to the Client by Sawgrass are estimates ONLY and cannot be relied upon as an actual cost related to the project and agrees to and does hereby indemnify and hold Sawgrass, its employees, officers, managers, agents, consultants, successors and assigns harmless from and against all claims, causes of action, liability, losses, damage, costs, and expenses, including reasonable attorneys' fees, arising out of or related to the Client, or Client's agents or employees use of said estimate(s).

8. **WARRANTIES AND REPRESENTATIONS OF CLIENT.** Client warrants and represents to Sawgrass that:

A. Client is a business entity, validly existing and in good standing under the laws of the state in which it is organized or incorporated and is qualified to do business in the state in which the Project is being constructed or is located.

B. Client has all requisite power and authority to enter into this Agreement.

C. Client is the owner of the real property upon which the Project is being constructed or otherwise carried out (hereinafter referred to as the "**Project Property**"), or Client is the Project Property owner's duly authorized representative, and Client hereby grants Sawgrass permission to enter the Project Property for the purpose of performing the Services;

D. Client shall promptly provide Sawgrass with any information or documents requested by Sawgrass related to the Project; and

E. Client shall obtain and pay all expenses involved in promptly obtaining the easements and rights of way necessary for Sawgrass to perform the Services identified herein.

9. **TITLE TO PLANS AND SPECIFICATIONS.**

A. All Final Documents, including but not limited to drawings, specifications, and surveys, prepared by Sawgrass pursuant to this Agreement which Sawgrass supplies to Client shall become the property of Client upon Client's payment in full for the Services. For purposes of this Agreement, "**Final Documents**" shall mean only those printed, non-electronic format documents, which are duly marked with the original seal of a Sawgrass engineer or surveyor. All other notes, work product, drafts, CADD files, electronic, or other data or documents prepared by Sawgrass shall remain Sawgrass's sole property at all times, and Client shall have no right to disclose, copy, rely on, or otherwise use the same.

B. Any Final Documents supplied to Client by Sawgrass in connection with the Project are intended for the sole and exclusive use of Client and its agents and employees for the Project. Client shall indemnify, defend, and hold Sawgrass harmless from and against all losses, expenses, claims, and damages which may result from any disclosure, use or reuse of any Final Documents other than in connection with completing construction, maintenance, and/or repair of the Project.

C. Client shall not use any Sawgrass professional's license seal or stamp in any form or manner as part of any reuse of documents developed under this Agreement.

10. DEFAULT

A. Either party's failure to perform or comply with any one or more of the terms of this Agreement shall constitute a default. Except for monetary defaults by Client, the non-defaulting party shall give the defaulting party notice of default, at which time the defaulting party shall have two (2) business days to begin taking steps to cure the default. In the event of monetary default by, Sawgrass shall give Client written or electronic written notice of such default, and Client shall have one (1) business day to cure the default.

B. Determination of default made by Sawgrass in good faith under the belief that a default exists under the terms hereof shall be conclusive of the fact of such default and on Sawgrass's right to proceed as herein provided.

C. In the event of default by Client, Sawgrass may, in its sole discretion, suspend its performance hereunder. In no event shall Client be relieved of any obligation to pay Sawgrass for Services already performed as required hereunder.

D. In the event of default by either party, the parties shall pursue resolution of all disputes pursuant to Section 12 below.

11. DISPUTE RESOLUTION

A. The parties expressly agree to attempt in good faith to negotiate any controversy or claim of whatever nature arising out of or relating to this Agreement, or the breach thereof. Further, the parties agree to mediate in Baldwin County, Alabama, any dispute that cannot be settled by negotiation. Either party may institute non-binding mediation.

B. Any dispute remaining after completion of mediation between Sawgrass and Client (or after the mediator has declared an impasse) shall be resolved through binding arbitration before a single arbitrator, which may be initiated by either party and shall proceed under the American Arbitration Association Construction Industry Arbitration Rules in Baldwin County, Alabama. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with the applicable law in a court of competent jurisdiction as set forth below.

C. Alabama state law shall apply to the resolution of all issues, and venue shall exclusively lie in Baldwin County, Alabama.

12. NOTICES. All notices and communications required or permitted to be given to Client or Sawgrass hereunder shall be in writing and shall be deemed duly given on the earlier of (i) the date when delivered by hand; (ii) upon receipt when delivered by electronic mail, proof of which may be satisfied by delivery confirmation produced by the sender's electronic mail software; (iii) the next business day after delivery by a reputable overnight delivery service; or (iv) three (3) business days after being placed in the United States Mail. All notices shall be directed to the appropriate party at the addresses set forth on Page 1 of this Agreement. A party may change its respective contacts, telephone numbers, addresses, and email addresses set forth above upon written notice to the other party.

13. ENTIRE AGREEMENT. This Agreement constitutes the complete agreement between the parties and supersedes any and all prior understandings, conversations, and proposals. For the sake of convenience, the parties may, from time to time, issue purchase or work orders. However, the contractual terms and conditions of this Agreement may be supplemented, deleted, and/or modified only through written amendments signed by both parties, and not through purchase or work orders or any other such similar document. In the event of any conflict between this Agreement and any of the Attachments hereto, the terms of this Agreement shall control.

14. ASSIGNMENT. Neither party may assign this Agreement without the prior written consent of the other party.

15. APPLICABLE LAW AND INTERPRETATION. All rights and liabilities of the parties under the Agreement shall be interpreted and enforced under the laws of the State of Alabama. The language used in this Agreement shall be construed according to the fair and usual meaning of the language and will not be strictly construed for or against either party.

16. WAIVER. The failure of either party to invoke any provision hereof or assert any right given herein on any one occasion or on any series of occasions shall not amount to or be interpreted as a waiver or release of any such provision or right.

17. SEVERABILITY. The partial or complete invalidity of any one or more provisions of this Subcontract shall not affect the validity or continuing force and effect of any other provision. If any provision of the Agreement is found unenforceable by any court or tribunal, Client and Sawgrass agree that such provision shall be modified to the minimum extent necessary to render it enforceable and that the remainder of the Subcontract shall not be otherwise affected.

18. TITLES. The titles given to the individual sections or paragraphs of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

EXHIBIT "A"

SCOPE OF SERVICES AND COMPENSATION

Surveying, Engineering Design, Permitting and Procurement

\$269,190.00 LUMP SUM (See Note 1)

Includes:

- Surveying (topographic and right-of-way survey of corridor)
- Wetland Delineation
- Geometry Plan
- Existing Conditions/Demolition Plan
- Plan and Profiles
- Cross Sections at 50' Stations, PCs and PTs
- Erosion Control Plan
- Utility Plan for Street Lights Only
- Construction Details and Specifications
- Traffic Control Plan
- Roundabout Design
- Right In/Right Out Design at Old Hwy 31 and Hwy 31 intersection
- Intersection Improvement at Old Hwy 31 and Eastern Shore Boulevard
- Permitting
 - ADEM NOI
 - ALDOT Permit at Old Hwy 31 and Hwy 31 intersection
- Final Cost Estimate of proposed improvements
- Meetings with City of Spanish Fort and Baldwin County Highway Department inclusive of plan review
- Addressing comments and revisions provided by City of Spanish Fort and/or Baldwin County Highway Department

Construction Engineering and Inspection

Estimated \$358,831.00 (See Note 2)

Includes:

- Attend meetings with City of Spanish Fort officials as required to assist in administering the construction contracts
- Review shop drawings and manufacturer's drawings pertaining to plans and specifications
- Inspect, observe and review the Contractor's work for quality assurance during construction and notify the Contractor and City of Spanish Fort if the Contractor's quality assurance is not conducted in conformance with standard procedures and specifications and/or the NPDES Storm Water Discharge General Permit.
- Coordinate with the geotechnical construction testing firm to perform materials testing and associated services.
- Verify that materials comply with standard specifications
- Review Contractor's construction invoices, verify quantities, and certify accuracy for approval and payment by the City.
- Keep a daily diary, listing equipment on site and in use, weather conditions, Contractor's personnel on site, and the work accomplished each day.
- Hold a semi-final review and give the contractor a written "Punch List" of items to be completed prior to recommendation for acceptance of the project.
- Provide a written recommendation for the acceptance of the project to the City upon the engineer's satisfaction that the Contractor has completed construction and all punch list items.

Geotechnical Engineering and Testing**Lump Sum \$110,000.00 (See Note 3)****Includes:**

- Soils Borings and Report of existing conditions along proposed roadway alignment
- Roadway build up and pavement recommendations
- Construction and Materials testing

****NOTES****

1. The Surveying, Engineering Design, Permitting and Procurement Scope of Services described above shall be provided at the LUMP SUM fee listed above. Said fee was determined based upon a rate of 4.5% of the Construction Estimate provided in Exhibit "B" attached hereto. Said estimate is based upon the proposed roadway alignment shown in Exhibit "C" attached hereto. The table below provides the industry standards for Survey, Design, Permitting and Procurement Services based upon a percentage of the estimated Construction Costs.

CONSTRUCTION COST		SURVEY, DESIGN, PERMITTING AND PROCUREMENT – FEES SCALE	
VALUE	VALUE	GDBP %	SINGLE TASK %
LESS THAN	\$100,000	9%	9%
\$100,000	\$250,000	9%	9%
\$250,000	\$500,000	8%	8%
\$500,000	\$750,000	7.65%	6.8%
\$750,000	\$1,000,000	7.32%	6.0%
\$1,000,000	\$2,000,000	6.5%	5.5%
\$2,000,000	\$4,000,000	6.1%	5.25%
\$4,000,000	AND ABOVE	5.75%	5%

2. The Construction Engineering and Inspection Scope of Services described above shall be provided at a rate of 6.0% of the Construction Estimate provided in Exhibit "B" attached hereto. Said estimate is based upon the proposed roadway alignment shown in Exhibit "C" attached hereto. The table below provides the industry standards for Construction Engineering and Inspection Services based upon a percentage of the estimated Construction Costs. The fee listed in the above Scope of Services is an ESTIMATE ONLY and is subject to change based upon the ACTUAL Construction Contract Amount.

CONSTRUCTION COST		CONSTRUCTION ENGINEERING AND INSPECTION – FEE
VALUE	VALUE	%
LESS THAN	\$100,000	12.88%
\$100,000	\$250,000	11.68%
\$250,000	\$500,000	10.40%
\$500,000	\$750,000	9.60%
\$750,000	\$1,000,000	9.12%
\$1,000,000	\$2,000,000	7.84%
\$2,000,000	\$4,000,000	7.68%
\$4,000,000	AND ABOVE	7.52%

3. The Geotechnical Construction and Materials Testing services shall be provided at the lump sum fee listed above based upon the rate of 2.0% of the Construction Estimate provided in Exhibit "B" attached hereto. Said estimate is based upon the proposed roadway alignment shown in Exhibit "C" attached hereto.
4. As noted, Fees are based upon the construction estimate provided in Exhibit "B". Should existing conditions require there to be a substantial design change or roadway realignment, Sawgrass will inform the City of Spanish Fort and the Baldwin County Highway department prior to making design/plan revisions or incurring additional design fees. Any additional design fees will be negotiated prior to performing any additional work.

EXHIBIT "B"

INITIAL CONSTRUCTION ESTIMATE



Owner: CITY OF SPANISH FORT
 Project: OLD 31 BY PASS
 Date: 6/30/2025

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
201-B	SELECT CLEARING AND GRUBBING (APPROX. 9.6 ACRES)	LS	1	\$120,000.00	\$ 120,000.00
206-C1	REMOVAL OF ASPHALT PAVEMENT, INCL. SAWCUTTING, ALL DEPTHS	SY	300	\$12.00	\$ 3,600.00
206-D	FENCE REMOVAL	LF	100	\$15.00	\$ 1,500.00
206-D1	CURB REMOVAL	LF	120	\$20.00	\$ 2,400.00
206-E	INLET TOP REMOVAL	EA	1	\$500.00	\$ 500.00
210-A1	UNCLASSIFIED EXCAVATION	CY (TBM)	43,132	\$8.00	\$ 345,056.00
210-C1	BORROW EXCAVATION, STRUCTURAL SELECT FILL	CY (TBM)	34,000	\$18.00	\$ 612,000.00
210-C2	MUCK EXCAVATION (CONTINGENCY)	CY (TBM)	500	\$24.00	\$ 12,000.00
214-B2	FOUNDATION BACKFILL, COMMERCIAL (DRAINAGE)	TON	400	\$70.00	\$ 28,000.00
230-A	ROADBED PROCESSING (FOR SUBGRADE)	SY	52	\$250.00	\$ 13,000.00
301-A1	CRUSHED AGGREGATE BASE COURSE, TYPE B, 6" THICK (PAVED SECTION)	SY	21,000	\$32.00	\$ 672,000.00
405-A	TACK COAT (0.05 GAL/SY)	GAL	1,000	\$6.50	\$ 6,500.00
424-A	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE, 1/2" MAXIMUM AGGREGATE SIZE MIXED, ESAL RANGE B, 135 LBS/SY	TON	1,300	\$140.00	\$ 182,000.00
424-B	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER SURFACE, 3/4" MAXIMUM AGGREGATE SIZE MIXED, ESAL RANGE B, 220 LBS/SY	TON	2,000	\$140.00	\$ 280,000.00
430-B	AGGREGATE SURFACING, NO. 4 AND NO. 57 STONE	TON	300	\$75.00	\$ 22,500.00
450-A	REINFORCED CONCRETE SLAB, 6"THICK	SY	383	\$120.00	\$ 45,960.00
533-A1	18" RCP STORM SEWER PIPE	LF	596	\$80.00	\$ 47,680.00
533-A2	24" RCP STORM SEWER PIPE	LF	2,152	\$95.00	\$ 204,440.00
533-A3	30" RCP STORM SEWER PIPE	LF	424	\$125.00	\$ 53,000.00
533-A4	36" RCP STORM SEWER PIPE	LF	160	\$150.00	\$ 24,000.00
533-A5	48" RCP STORM SEWER PIPE	LF	692	\$220.00	\$ 152,240.00
533-A6	54" RCP STORM SEWER PIPE	LF	120	\$250.00	\$ 30,000.00
533-A7	60" RCP STORM SEWER PIPE	LF	280	\$300.00	\$ 84,000.00
533-B	88"X54" RCAP STORM SEWER PIPE	LF	354	\$400.00	\$ 141,600.00
600-A	MOBILIZATION	LS	1	\$280,000.00	\$ 280,000.00
608-A1	GEOSYNTHETIC REINFORCEMENT (TENSAR NX750 GRID)	SY	2,000	\$10.00	\$ 20,000.00
608-A1	SEPARATE FABRIC (MIRIFI N-160)	SY	1,000	\$6.00	\$ 6,000.00
610-A	LOOSE RIPRAP, CLASS 1, 24" THICK	TON	300	\$120.00	\$ 36,000.00
610-A	LOOSE RIPRAP, CLASS 2, 24" THICK	TON	300	\$120.00	\$ 36,000.00
610-D	FILTER BLANKET, GEOTEXTILE (NON- WOVEN)	SY	320	\$6.00	\$ 1,920.00
614-B	CONCRETE SLOPE PAVING	SY	468	\$80.00	\$ 37,440.00
618-A1	8' CONCRETE PATH, 5" THICKNESS	SY	5,100	\$90.00	\$ 459,000.00
618-A2	CONCRETE SIDEWALK WITH TURN DOWN CURB	SY	150	\$80.00	\$ 12,000.00
618-E	TRUNCATED DOMES	EA	10	\$300.00	\$ 3,000.00
619-A	SLOPE PAVED HEADWALL (ALL SIZES)	EA	6	\$2,000.00	\$ 12,000.00
619-A1	SLOPE PAVED HEADWALLS (DOUBLE- ALL SIZES)	EA	5	\$6,500.00	\$ 32,500.00



Owner: CITY OF SPANISH FORT
 Project: OLD 31 BY PASS
 Date: 6/30/2025

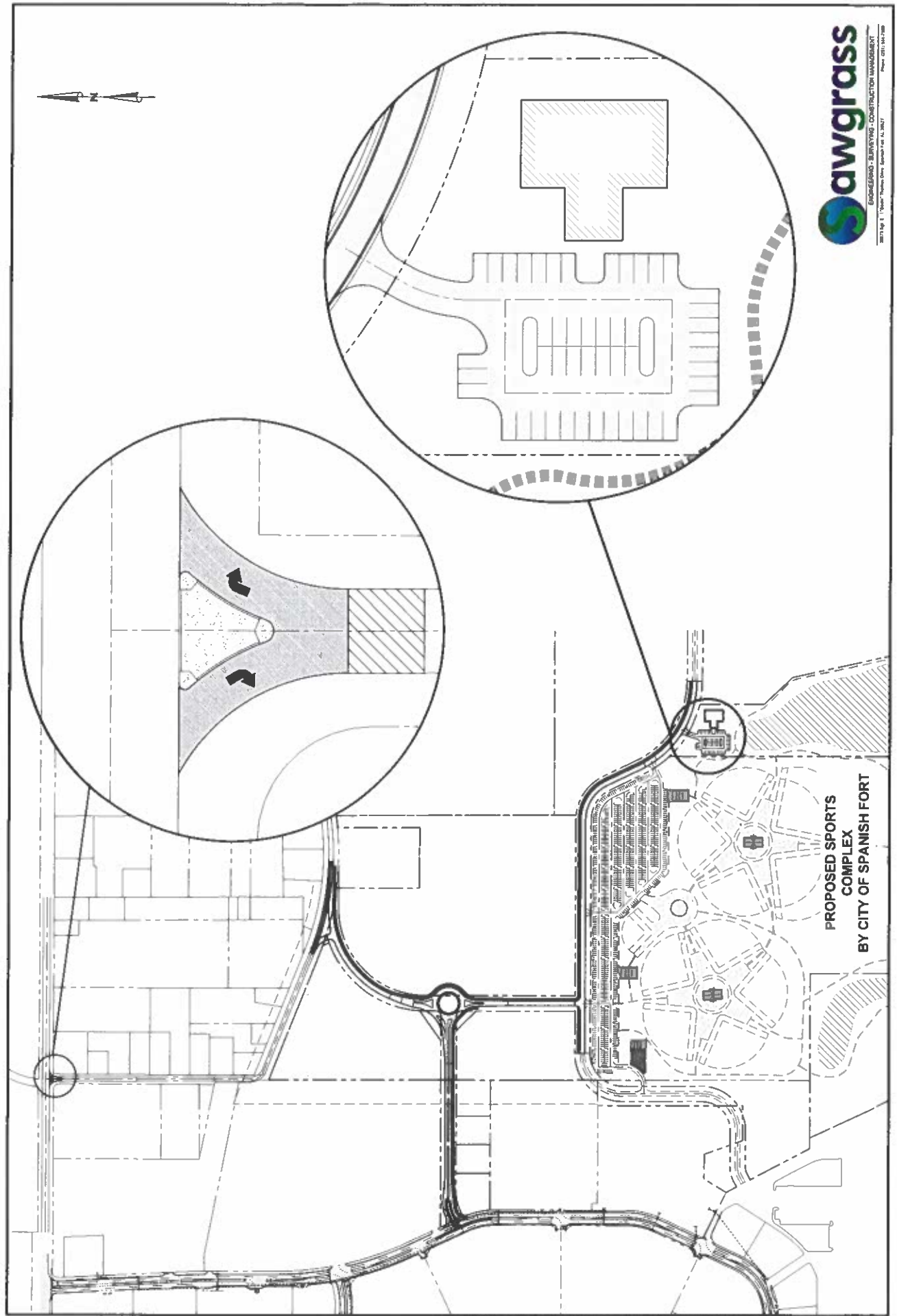
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
621-A	JUNCTION BOX	EA	1	\$4,400.00	\$ 4,400.00
621-A1	JUNCTION BOX (SPECIAL)	EA	4	\$8,500.00	\$ 34,000.00
621-C1	INLET, TYPE WEIR	EA	10	\$4,500.00	\$ 45,000.00
621-C2	INLET, TYPE S	EA	30	\$5,500.00	\$ 165,000.00
621-C3	INLET, TYPE S (DOUBLE)	EA	6	\$6,500.00	\$ 39,000.00
623-B1	CONCRETE CURB, TYPE N	LF	3,500	\$36.00	\$ 126,000.00
623-B2	CONCRETE CURB,TYPE N SPECIAL	LF	40	\$60.00	\$ 2,400.00
623-C	CONCRETE GURB AND GUTTER	LF	11,520	\$35.00	\$ 403,200.00
623-C1	REINFORCE CONCRETE CURB AND GUTTER	LF	380	\$50.00	\$ 19,000.00
650-B	TOPSOIL FROM STOCKPILES	CY	4,000	\$16.00	\$ 64,000.00
652-A	SEEDING AND MULCHING	ACRE	16	\$2,800.00	\$ 44,800.00
654-A	SOLID SOD	SY	15,000	\$8.00	\$ 120,000.00
659-C	ROLLED EROSION CONTROL BLANKET	SY	5,000	\$6.50	\$ 32,500.00
665-E	POLYETHYLENE	SY	5,000	\$3.00	\$ 15,000.00
665-I	TEMPORARY RIP RAP, CLASS 1, 24" THICK (AS OUTFALL PROTECTION)	TON	250	\$65.00	\$ 16,250.00
665-J	SILT FENCE, TYPE A	LF	10,000	\$7.00	\$ 70,000.00
665-P	INLET/OUTLET PROTECTION DEVICE	EA	46	\$450.00	\$ 20,700.00
665-Q	WATTLES, 20" DIAMETER	LF	500	\$10.00	\$ 5,000.00
703-A1	PAVEMENT STRIPING, MARKINGS, & LEGENDS CLASS 2, TYPE A, WHITE, YELLOW AND BLUE	LS	1	\$20,000.00	\$ 20,000.00
710-A	STREET SIGNS	LS	1	\$5,000.00	\$ 5,000.00
740-A	TRAFFIC CONTROL SCHEME	LS	1	\$40,000.00	\$ 40,000.00
999-W	LANDSCAPE RETAINING WALLS (0"-36")	LF	200	\$150.00	\$ 30,000.00
SUBTOTAL AMOUNT					\$ 5,341,086.00
12 % CONTINGENCY					\$ 640,930.32
TOTAL AMOUNT					\$ 5,982,016.32
PROFESSIONAL SERVICES (BASE FEES)					
1	ENGINEERING - DESIGN (4.5%)	LS	1		\$ 269,190.73
2	ENGINEERING - INSPECTION (6.0%)	LS	1		\$ 358,920.98
3	ENGINEERING, TESTING 2.0%)	LS	1		\$ 119,640.33
SUB TOTAL AMOUNT					\$ 747,752.04
999-E	LIGHTING (BY RIVIERA UTILITIES)	LS	1	\$150,000.00	\$ 150,000.00
999-U	UTILITY RELOCATION(S)	LS	1	\$125,000.00	\$ 125,000.00
TOTAL AMOUNT					\$ 7,004,768.36



Owner: CITY OF SPANISH FORT
Project: OLD 31 BY PASS
Date: 6/30/2025

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
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EXHIBIT "C"
INITIAL ROADWAY ALIGNMENT



RESOLUTION NO. 1550-2025

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
BETWEEN THE CITY OF SPANISH FORT AND SAWGRASS CONSULTING, LLC**

WHEREAS, the City of Spanish Fort wishes to enter into an agreement with Sawgrass Consulting, LLC, for roadway evaluation, data collection, GIS coordination, roadway evaluation, mapping and other services relative to the evaluation of streets 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. The City Council hereby authorizes the Mayor to enter into an agreement with Sawgrass Consulting, LLC, in the amount of \$27,600.00, on behalf of the City as reflected in the proposal attached as Exhibit 1, subject to any changes to the terms and conditions approved 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



AGREEMENT FOR PROFESSIONAL SERVICES

This **Agreement for Professional Services** (hereinafter referred to as "**Agreement**") is entered into this 30th day of July 2025 between **SAWGRASS CONSULTING, LLC** (hereinafter referred to as "**Sawgrass**"), whose address is 30673 Sgt. E.I. "Boots" Thomas Drive 31 Spanish Fort, Alabama 36527, and **Client**, who is identified below, for the provision of certain professional services as more particularly set forth in Section 1 (A) below and in accordance with the terms and conditions set forth herein.

Client: City of Spanish Fort

Client Contact Person: Mayor McMillan

Client Mailing Address: 7361 Spanish Fort Blvd Spanish Fort, AL 36527

Telephone Number: 251-626-4884

Client Contact Email: mayor@cityofspanishfort.com

Project Name: City Wide Roadway Assessment, Reporting and Mapping

Sawgrass and Client, for themselves, and their respective successors and assigns, agree as follows:

1. SCOPE OF SERVICES

A. Sawgrass shall provide the following services to Client (hereinafter referred to as the "**Services**"): See Exhibit "A"

B. Specifically excluded from this scope of services is the providing of future updates, reviews, or expert opinions or witness services. If Client subsequently requires additional services not listed above, Client and Sawgrass may negotiate a separate agreement detailing the same.

2. COMPENSATION. Client agrees to compensate Sawgrass for the Services as follows:

See Exhibit "A"

ALL OTHER TERMS OF THIS AGREEMENT CONTINUE ON PAGES 2-4 AND ARE INCORPORATED BY THIS REFERENCE.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

SAWGRASS CONSULTING, LLC

By: Stephen Delahunty (Sign)

Print Name: Stephen Delahunty

Its: President

Client: City of Spanish Fort

By: _____ (Sign)

Print Name: _____

Its: _____

PAYMENT OF COMPENSATION.

Client Rep. Initials _____

Accounts Payable Contact:

Name:	Phone:	Email:	Address (if different from Client)

A. Client agrees to reimburse Sawgrass, on a monthly basis, for all Reimbursable Costs and Reimbursable Expenses incurred by Sawgrass. "Reimbursable Costs" shall mean Sawgrass's reasonable out-of-pocket expenses incurred in performing the Services. "Reimbursable Fees" shall mean the actual fees charged by any professionals or other parties with whom Sawgrass may subcontract to perform any part or all of the Services, plus an administrative charge of ten percent (10%).

B. Sawgrass shall invoice Client for Services performed during each calendar month. For Services performed on a contract price basis, the amount of each invoice shall reflect the percentage of Services completed as of the date of the invoice, as determined by Sawgrass in its sole discretion. For Services performed on an hourly basis, each invoice shall list time charges. Monthly invoices shall also include all Reimbursable Costs and Reimbursable Fees for which Client is being charged.

C. Client hereby agrees to pay each invoice in full within fifteen (15) days of the date of the invoice. Payments should be mailed or delivered to Sawgrass at the address listed on the invoice or at such other address as Sawgrass may direct. In the event Client fails to pay an invoice in full within fifteen (15) days of the date thereof, such unpaid invoice shall accrue interest at a rate of the lesser of eighteen percent (18%) per annum or at the maximum legal rate. All payments shall be made without any deduction, setoff, or counterclaim of any kind whatsoever.

D. In the event Client fails to pay any Sawgrass invoice in full within thirty (30) days of the date of the invoice, Client shall be in default hereunder.

3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Nothing herein shall create, or be construed to create, between Sawgrass and Client an employer/employee or principal/agent relationship; rather, the relationship of Sawgrass and Client shall be that of an independent contractor. Client agrees that Sawgrass may engage one or more subcontractors to perform some or all of the Services.

4. **TERMINATION.** Sawgrass may terminate the performance of any further Services under this Agreement, with or without cause and for any or no reason, upon thirty (30) days written notice to Client. Upon the effective date of such termination, Sawgrass shall cease work on all Services. Within thirty (30) days of such termination, Client shall pay Sawgrass in full for all Services performed and all Reimbursable Costs and Reimbursable Fees incurred prior to such termination. Termination by Sawgrass shall not relieve Client of any obligation to pay Sawgrass for Services already performed as required hereunder.

5. **DELAY.** Neither party shall be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of an obligation, other than the payment of money by Client to Sawgrass, results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events include, without limitation, storms, floods, acts of God, epidemics, protest demonstrations, war, terrorism or terrorist acts, riot, strikes, or other industrial disturbances or anticipated site conditions. In the event that such acts or events do occur, Client and Sawgrass shall attempt to overcome all difficulties arising and to resume as soon as reasonable possible the performance of their respective obligations hereunder.

6. **COST ESTIMATES.** Sawgrass may, upon the Client's request, prepare a good faith cost estimate for the Services prior to the commencement of their performance. However, Sawgrass does not, and Client acknowledges that Sawgrass does not, warrant that the actual costs of the Services incurred by Client will not deviate from any such cost estimate.

7. **LIMITATION OF LIABILITY AND INDEMNIFICATION**

A. Under no circumstances shall the total liability of Sawgrass, its employees, officers, managers, agents, and consultants, for all claims, causes of action, losses, damages, costs, and expenses, including attorneys' fees, exceed the aggregate amount actually paid to Sawgrass under this Agreement, regardless of the legal theory under which such liability is imposed. In no event shall Sawgrass be responsible or held liable for any indirect, incidental, special, consequential, or punitive damages whatsoever, including, without limitation, loss of use of property, loss of profits or other revenue, interest, loss of product, increased expenses or business interruption, however the same may be caused.

B. Client agrees to and does hereby indemnify and hold Sawgrass, its employees, officers, managers, agents, consultants, successors and assigns harmless from and against all claims, causes of action, liability, losses, damage, costs, and expenses, including reasonable attorneys' fees, arising out of or related to the negligent or intentional acts or omissions of Client, or Client's agents or employees.

C. Client acknowledges and agrees that Sawgrass is not and shall not be held responsible for or be deemed to have control over the means, methods, techniques, sequences, procedures, or safety precautions and programs utilized by any contractor or other party working on the Project. Client further acknowledges and agrees that Sawgrass shall not be responsible for any contractor's failure to comply with any construction contract or with any applicable federal or State laws, regulations, ordinances, or industry rules. Client hereby indemnifies and holds Sawgrass, its employees, officers, managers, agents, consultants, successors and assigns harmless from and against all claims, causes of action, liability, losses, damage, costs, and expenses, including reasonable attorneys' fees, arising out of or related to the negligent or intentional acts or omissions of any contractor or subcontractor of Client or of such contractor's or subcontractor's employees or agents.

D. Client assumes all risk and responsibility for all loss of, damage to, and/or destruction of the Project and all property owned by or in the custody of Client, including its affiliates, however such loss, damage, or destruction may occur and waives any right of recovery it may have against Sawgrass for any such loss, damage, or destruction and agrees to obtain a waiver of subrogation rights of its insurers against Sawgrass for any such loss, damage, or destruction.

E. Client acknowledges that all estimates provided to the Client by Sawgrass are estimates ONLY and cannot be relied upon as an actual cost related to the project and agrees to and does hereby indemnify and hold Sawgrass, its employees, officers, managers, agents, consultants, successors and assigns harmless from and against all claims, causes of action, liability, losses, damage, costs, and expenses, including reasonable attorneys' fees, arising out of or related to the Client, or Client's agents or employees use of said estimate(s).

8. **WARRANTIES AND REPRESENTATIONS OF CLIENT.** Client warrants and represents to Sawgrass that:

A. Client is a business entity, validly existing and in good standing under the laws of the state in which it is organized or incorporated and is qualified to do business in the state in which the Project is being constructed or is located.

B. Client has all requisite power and authority to enter into this Agreement.

C. Client is the owner of the real property upon which the Project is being constructed or otherwise carried out (hereinafter referred to as the "**Project Property**"), or Client is the Project Property owner's duly authorized representative, and Client hereby grants Sawgrass permission to enter the Project Property for the purpose of performing the Services;

D. Client shall promptly provide Sawgrass with any information or documents requested by Sawgrass related to the Project; and

E. Client shall obtain and pay all expenses involved in promptly obtaining the easements and rights of way necessary for Sawgrass to perform the Services identified herein.

9. **TITLE TO PLANS AND SPECIFICATIONS.**

A. All Final Documents, including but not limited to drawings, specifications, and surveys, prepared by Sawgrass pursuant to this Agreement which Sawgrass supplies to Client shall become the property of Client upon Client's payment in full for the Services. For purposes of this Agreement, "**Final Documents**" shall mean only those printed, non-electronic format documents, which are duly marked with the original seal of a Sawgrass engineer or surveyor. All other notes, work product, drafts, CADD files, electronic, or other data or documents prepared by Sawgrass shall remain Sawgrass's sole property at all times, and Client shall have no right to disclose, copy, rely on, or otherwise use the same.

B. Any Final Documents supplied to Client by Sawgrass in connection with the Project are intended for the sole and exclusive use of Client and its agents and employees for the Project. Client shall indemnify, defend, and hold Sawgrass harmless from and against all losses, expenses, claims, and damages which may result from any disclosure, use or reuse of any Final Documents other than in connection with completing construction, maintenance, and/or repair of the Project.

C. Client shall not use any Sawgrass professional's license seal or stamp in any form or manner as part of any reuse of documents developed under this Agreement.

10. DEFAULT

A. Either party's failure to perform or comply with any one or more of the terms of this Agreement shall constitute a default. Except for monetary defaults by Client, the non-defaulting party shall give the defaulting party notice of default, at which time the defaulting party shall have two (2) business days to begin taking steps to cure the default. In the event of monetary default by, Sawgrass shall give Client written or electronic written notice of such default, and Client shall have one (1) business day to cure the default.

B. Determination of default made by Sawgrass in good faith under the belief that a default exists under the terms hereof shall be conclusive of the fact of such default and on Sawgrass's right to proceed as herein provided.

C. In the event of default by Client, Sawgrass may, in its sole discretion, suspend its performance hereunder. In no event shall Client be relieved of any obligation to pay Sawgrass for Services already performed as required hereunder.

D. In the event of default by either party, the parties shall pursue resolution of all disputes pursuant to Section 12 below.

11. DISPUTE RESOLUTION

A. The parties expressly agree to attempt in good faith to negotiate any controversy or claim of whatever nature arising out of or relating to this Agreement, or the breach thereof. Further, the parties agree to mediate in Baldwin County, Alabama, any dispute that cannot be settled by negotiation. Either party may institute non-binding mediation.

B. Any dispute remaining after completion of mediation between Sawgrass and Client (or after the mediator has declared an impasse) shall be resolved through binding arbitration before a single arbitrator, which may be initiated by either party and shall proceed under the American Arbitration Association Construction Industry Arbitration Rules in Baldwin County, Alabama. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with the applicable law in a court of competent jurisdiction as set forth below.

C. Alabama state law shall apply to the resolution of all issues, and venue shall exclusively lie in Baldwin County, Alabama.

12. NOTICES. All notices and communications required or permitted to be given to Client or Sawgrass hereunder shall be in writing and shall be deemed duly given on the earlier of (i) the date when delivered by hand; (ii) upon receipt when delivered by electronic mail, proof of which may be satisfied by delivery confirmation produced by the sender's electronic mail software; (iii) the next business day after delivery by a reputable overnight delivery service; or (iv) three (3) business days after being placed in the United States Mail. All notices shall be directed to the appropriate party at the addresses set forth on Page 1 of this Agreement. A party may change its respective contacts, telephone numbers, addresses, and email addresses set forth above upon written notice to the other party.

13. ENTIRE AGREEMENT. This Agreement constitutes the complete agreement between the parties and supersedes any and all prior understandings, conversations, and proposals. For the sake of convenience, the parties may, from time to time, issue purchase or work orders. However, the contractual terms and conditions of this Agreement may be supplemented, deleted, and/or modified only through written amendments signed by both parties, and not through purchase or work orders or any other such similar document. In the event of any conflict between this Agreement and any of the Attachments hereto, the terms of this Agreement shall control.

14. ASSIGNMENT. Neither party may assign this Agreement without the prior written consent of the other party.

15. APPLICABLE LAW AND INTERPRETATION. All rights and liabilities of the parties under the Agreement shall be interpreted and enforced under the laws of the State of Alabama. The language used in this Agreement shall be construed according to the fair and usual meaning of the language and will not be strictly construed for or against either party.

16. WAIVER. The failure of either party to invoke any provision hereof or assert any right given herein on any one occasion or on any series of occasions shall not amount to or be interpreted as a waiver or release of any such provision or right.

17. **SEVERABILITY.** The partial or complete invalidity of any one or more provisions of this Subcontract shall not affect the validity or continuing force and effect of any other provision. If any provision of the Agreement is found unenforceable by any court or tribunal, Client and Sawgrass agree that such provision shall be modified to the minimum extent necessary to render it enforceable and that the remainder of the Subcontract shall not be otherwise affected.

18. **TITLES.** The titles given to the individual sections or paragraphs of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

EXHIBIT "A"

SCOPE OF SERVICES AND COMPENSATION

Roadway Evaluations (Field)

Sawgrass will evaluate 74.8 lane miles (247 road segments) that are maintained by the City of Spanish Fort. This evaluation will include identification of primary deficiencies (7 typical), roadway dimensioning for GIS data, data collection for calculating the rating or the condition state of the roadway segment. This evaluation of the pavement will be in accordance with ASTM D 6433.

Lump Sum = \$27,600.00

Data Collection Dissemination (Office)

Upon completion of the field evaluation, the Sawgrass team will disseminate the data taken from each road segment, group the information, and use as our basis roadway ratings. We will calculate and prepare approximately +/- 247 rating reports and categorize and prioritize them based on their overall condition rating.

Lump Sum = \$15,140.00

GIS Coordination

Sawgrass will coordinate with the City of Spanish Fort and the Baldwin County Commission obtain GIS data to be used as the basis of the final Mapping. This will include adding missing features or line work needed to provide to the GIS Subconsultant.

Lump Sum = \$4,480.00

Roadway Evaluation Report

Upon completion of the data collection and dissemination, Sawgrass will prepare a report for the City of Spanish Fort to use for their future Maintenance or Resurfacing Programs. It will detail our approach and methodology to paving assessment, prioritize roadways in order of recommended maintenance, a list and limits of roadway segments, and individual an overall mapping of the roadway conditions (color-coded).

Lump Sum = \$15,680.00

GIS Mapping

Sawgrass has enlisted GeoAnalytics, LLC to aid in the creation of the Mapping for the City of Spanish Fort. They will utilize the results of our report and prepare individual and overall color-coded mapping that reflects the condition state of each road segment.

Hourly NTE = \$16,500.00

Total Fee = \$79,400.00