CITY OF SPANISH FORT
CITY COUNCIL MEETING
AGENDA

Regular Meeting
October 20, 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

Regular Meeting October 6, 2025
Work Session October 6, 2025

VI. REPORTS OF COMMITTEES AND OFFICERS

VII. PUBLIC PARTICIPATION

VIII. ANNOUNCEMENTS

The City of Spanish Fort, the Spanish Fort Senior Center and the City of Spanish Fort Public Library will be closed Tuesday, November 11, 2024, to commemorate the Veteran's Day Holiday.

The annual fall "Tidy the City" event will be held October 31, 2025, through November 3, 2025, at Spirit Park, located on Emily Francis Lane directly across from the Spanish Fort Community Center. This event provides an opportunity for Spanish Fort residents to "Tidy the City" by cleaning out accumulated items and clutter around the house. Two dumpsters will be placed in the gravel parking area at Spirit Park for the collection of unwanted items. Items must be placed inside the dumpsters and not in the surrounding area. Items not accepted include household garbage, tires, electronic items and hazardous chemicals.

On November 13, 2025, the public is invited to attend the 2025 Quilts of Valor ceremony at the City of Spanish Fort Community Center, 7361 Spanish Fort Blvd. Quilts of Valor is an organization which provides handmade unique quilts to service members or veterans who have been touched by war to unequivocally thank our veterans for their sacrifice in serving our nation. More information on the Quilts of Valor organization can be found at https://qovf.org.

The City of Spanish Fort is accepting applications for the 20th Annual Christmas Parade that will take place on Saturday, December 13th, 2025, at 6:00 p.m., at The Eastern Shore Centre. Applications may be found on the City's website, www.cityofspanishfort.com, or contact the Spanish Fort Community Center at 251-626-4884.

IX. OLD BUSINESS

X. NEW BUSINESS

Ordinance No. 724-2025------An Ordinance Granting a Non-Exclusive Franchise to Mediacom Southeast, LLC, for the Purpose of Maintaining Distribution Lines for the Provision of Cable Television within the Public Rights-of-Way within the City of Spanish Fort, Alabama

Resolution No. 1559-2025----A Resolution Awarding a Bid for the Valor Park Causeway Site Improvements for the City of Spanish Fort

Resolution No. 1561-2025----A Resolution Authorizing the Mayor to Enter into an Agreement with Taylor Sudden Service for Generator Preventive Maintenance and Service

Resolution No. 1562-2025----A Resolution Authorizing the Mayor and/or Chief of Police of the City of Spanish Fort, Alabama, to Make Application for the Edward Byrne Memorial Justice Assistance Grant, Administered by the ADECA Law Enforcement and Traffic Safety Division

Resolution No. 1563-2025----A Resolution Authorizing the Spanish Fort Police Chief to Execute a Memorandum of Agreement between the Alabama Law Enforcement Agency and the Spanish Fort Police Department

Resolution No. 1564-2025----A Resolution Accepting a Donation of a Kubota Tractor

Resolution No. 1565-2025----A Resolution Authorizing the Mayor to Enter into an Agreement with the Solid Waste Disposal Authority of Baldwin County, Alabama, Inc., Regarding the Construction and Operation of a CHARM Facility

XI. ADJOURN TO NEXT MEETING

Work Session, Organizational Meeting and Regular Meeting, November 3, 2025

Spanish Fort City Council

Minutes, Work Session, Monday, October 6, 2025

The City Council of the City of Spanish Fort, Alabama, met October 6, 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, Shane Perry, Carl Gustafson, Stephen Winn, Mary Brabner and Mayor McMillan. A quorum being present, the work session proceeded.

The Council discussed general municipal business.

City Attorney David Conner made a recommendation that the City Council go into executive session in accordance with the Alabama Open Meetings Act to discuss the general reputation and character of certain individuals and, subject to the limitations set out therein, to discuss the job performance of certain public employees; to discuss the legal ramifications of and legal options for pending litigation, controversies not yet being litigated, but imminently likely to be litigated, or imminently likely to be litigated if the governmental body pursues a proposed course of action; and to discuss the consideration the governmental body is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property. Mr. Conner made an oral declaration that the exceptions under the Open Meetings Act are applicable to the planned discussion. A motion was made by Councilmember Perry and seconded by Councilmember Smith to go into executive session at 4:52 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.

At 5:37 p.m., City Clerk Rebecca A. Gaines announced that the work session would continue for an additional fifteen minutes.

The Council reconvened at 5:52 p.m.

The Council discussed general municipal business.

There being no further business before the Council, the work session adjourned at 5:53 p.m.

Approved this _____ day of October, 2025.

____

Rebecca A. Gaines, CMC
City Clerk

Spanish Fort City Council
Minutes, Regular Meeting, October 6, 2025

CALL TO ORDER

The City Council of the City of Spanish Fort, Alabama, met Monday, October 6, 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, Shane Perry, Carl Gustafson, Stephen Winn, Mary Brabner and Mayor McMillan. A quorum being present, the meeting proceeded.

INVOCATION AND PLEDGE OF ALLEGIANCE

Father Jim Cink of Blessed Francis Xavier Seelos Parish of Spanish Fort led the invocation and Pledge of Allegiance.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

The minutes of the Meeting and Work Session of September 15, 2025, and Special Meeting of September 29, 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

Chief Roger Few invited all to attend the Spanish Fort Fire Department Open House and Public Safety Day on October 18, 2025, from 10:00 a.m. to 2:00 p.m. at Spanish Fort Fire Station No. 1.

Councilmember Carl Gustafson invited all to attend a movie night hosted by the Junior City Council at the Spanish Fort Pickleball Complex Pavillion at Spanish Fort Town Center on October 17, 2025. There will be a trunk or treat event at 6:00 p.m., followed by the most recent "Lilo & Stitch" movie at 7:00 p.m.

Councilmember Mary Brabner presented a video featuring Rockwell Elementary School PrincipalRobbie Owen. Principal Owen outlined the benefits of the 3 mil tax for enrichment programs, STEAM programs and instructors. Councilmember Brabner explained the 3-mil tax.

PUBLIC PARTICIPATION

Ms. Tracey Glover of Lillian, Alabama, ARC Executive Director , addressed the City Council and requested that the Council vote no on Resolution No. 1556-2025 and reject a proposal for the removal of nuisance animal species.

Ms. Donna Haas of 7510 O'Hara Drive, Spanish Fort, Alabama, addressed the City Council and asked the Council what led to the decision to remove nuisance animal species.

ANNOUNCEMENTS

Mayor McMillan asked those present to remember and honor the life of former Spanish Fort Police Seargeant Paul M. Wilson. Seargeant Wilson served with the Spanish Fort Police Department from January 6, 2000, until his retirement on January 31, 2011. Officer Wilson passed away on September 25, 2025. Paul Wilson will be remembered for his many community service activities, including as a volunteer firefighter; a volunteer with the Daphne Search and Rescue Squad; a volunteer with the Jesse Andrews, Jr. Marine Corps League; a rider with the Patriot Guard riders, as a funeral escort for fallen first responders and military veterans; and an avid dog rescuer. Mayor McMillan asked for a moment of silence in his memory.

Registration is now open for the Spanish Fort Police Department Women's Firearms Safety Course to be held on Saturday October 18, 2025, from 8:00 a.m. to 12:00 p.m. If you are interested in attending, please contact Officer Tomasek by email at atomasek@spanishfortal.gov or by phone at 251-626-4914.

Mayor McMillan invited those present to stay after the meeting for refreshments in recognition of the Spanish Fort Public Library's 10th Anniversary.

OLD BUSINESS

There was none.

NEW BUSINESS

Proclamation Declaring October 6, 2025, as Father Jim Cink Day in the City of Spanish Fort, Alabama

Mayor McMillan announced a proclamation proclaiming October 6, 2025, as Father Jim Cink Day in the City of Spanish Fort. David Conner read the proclamation. Father Jim Cink of Blessed Francis Xavier Seelos Parish in Spanish Fort accepted the proclamation.

Proclamation Declaring October 5-11, 2025, as Fire Prevention Week in the City of Spanish Fort, Alabama

Mayor McMillan announced a proclamation proclaiming October 5-11, 2025, as Fire Prevention Week in the City of Spanish Fort. David Conner read the proclamation. Chief Roger Few and Spanish Fort Fire Rescue Department firefighters accepted the proclamation.

Proclamation Declaring October 23-31, 2025, as Red Ribbon Week in the City of Spanish Fort, Alabama

Mayor McMillan announced a proclamation proclaiming October 23-31, 2025, as Red Ribbon Week in the City of Spanish Fort. David Conner read the proclamation. Representatives of the Young Marines accepted the proclamation.

Resolution No. 1554-2025

Mayor McMillan presented Resolution No. 1554-2025, a resolution authorizing the Mayor to execute a Recycling Services Agreement between the Solid Waste Disposal Authority of Baldwin County, Alabama, Inc,. and the City of Spanish Fort, Alabama. David Conner explained the proposed Resolution. Discussion followed.

A motion was made by Councilmember Smith and seconded by Councilmember Gustafson to adopt Resolution No. 1554-2025. 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. 1555-2025

Mayor McMillan presented Resolution No. 1555-2025, a resolution authorizing the Mayor to execute a Memorandum of Understanding between the Baldwin County Commission and the City of Spanish Fort, Alabama. David Conner announced he had a conflict of interest in this matter. David Conner explained the proposed Resolution. Discussion followed.

A motion was made by Councilmember Gustafson and seconded by Councilmember Perry to adopt Resolution No. 1555-2025. 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. 1556-2025

Mayor McMillan presented Resolution No. 1556-2025, a resolution authorizing the Mayor to execute a Cooperative Services Agreement between the City of Spanish Fort and the United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS). David Conner explained the proposed Resolution. Discussion followed.

A motion was made by Councilmember Gustafson and seconded by Councilmember Brabner to adopt Resolution No. 1556-2025. Discussion followed. Mayor McMillan called for a polling of votes. Voting "aye" were Councilmembers Smith, Gustafson, Winn, and Mayor McMillan. Voting "nay" were Councilmembers Perry and Brabner. Mayor McMillan declared the Resolution adopted.

Resolution No. 1557-2025

Mayor McMillan introduced Resolution No. 1557-2025, a continuing budget resolution. David Conner explained the proposed Resolution. Discussion followed.

A motion was made by Councilmember Brabner and seconded by Councilmember Smith to suspend the rules to allow immediate consideration of Resolution No. 1557-2025. 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 for immediate consideration of the Resolution.

A motion was made by Councilmember Brabner and seconded by Councilmember Perry to adopt Resolution No. 1557-2025. 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. 1558-2025

Mayor McMillan introduced Resolution No. 1558-2025, a resolution extending the employment of temporary library employees. David Conner explained the proposed Resolution. Discussion followed.

A motion was made by Councilmember Perry and seconded by Councilmember Gustafson to suspend the rules to allow immediate consideration of Resolution No. 1558-2025. 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 for immediate consideration of the Resolution.

A motion was made by Councilmember Perry and seconded by Councilmember Brabner to adopt Resolution No. 1558-2025. 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. 1559-2025

Mayor McMillan introduced Resolution No. 1559-2025, a resolution awarding a bid for the Valor Park Causeway Site Improvements for the City of Spanish Fort. David Conner explained the proposed Resolution. Discussion followed.

Resolution No. 1560-2025

Mayor McMillan introduced Resolution No. 1560-2025, a resolution amending the employee pay classification guidelines. David Conner explained the proposed Resolution. Discussion followed.

A motion was made by Councilmember Smith and seconded by Councilmember Brabner to suspend the rules to allow for immediate consideration of Resolution No. 1560-2025. 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 for immediate consideration of the Resolution.

A motion was made by Councilmember Perry and seconded by Councilmember Gustafson to adopt Resolution No. 1560-2025. Discussion followed. Mayor McMillan called for a polling of votes. Voting "aye" were Councilmembers Smith, Gustafson, Perry, Brabner and Winn. Mayor McMillan abstained. Mayor McMillan declared the Resolution adopted.

Proclamation Declaring the Week of October 19-24, 2025, as Spanish Fort Public Library Week in the City of Spanish Fort, Alabama

Mayor McMillan announced a proclamation proclaiming the week of October 19-24, 2025, as Spanish Fort Public Library Week in the City of Spanish Fort, Alabama. David Conner read the proclamation. Library Director Shanavia Spencer accepted the proclamation.

Ms. Spencer recognized library volunteers in observance of the 10th Anniversary of the Spanish Fort Public Library.

ADJOURNMENT

There being no further business before the Council, the meeting adjourned at 6:56 p.m.

Approved this ____ day of October, 2025.

____

Rebecca A. Gaines
City Clerk.

ORDINANCE NO. 725-2024

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO MEDIACOM SOUTHEAST, LLC, FOR THE PURPOSE OF MAINTAINING DISTRIBUTION LINES FOR THE PROVISION OF CABLE TELEVISION WITHIN THE PUBLIC RIGHTS- OF-WAY WITHIN THE CITY OF SPANISH FORT, ALABAMA

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

SECTION 1. The City Council of the City of Spanish Fort does hereby grant to Mediacom Southeast, LLC, a Delaware limited liability company, a non-exclusive franchise granting the authority to construct and maintain a distribution lines for the provision of cable television in the City of Spanish Fort, subject to the terms and conditions set forth in the following agreement:

Franchise Agreement

between

City of Spanish Fort, Alabama

and

Mediacom Southeast, LLC

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AGREEMENT

This ***AGREEMENT*** is effective as of the ____ day of _________, 2025 (the "Effective Date"), and is between the City of Spanish Fort, Alabama (the "Franchising Authority" or the "City"), and Mediacom Southeast, LLC (the "Company"). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community, desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1
GRANT OF AUTHORITY

1.1 Grant of Franchise. The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the "Franchise") to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 Term of Franchise. This Franchise shall be in effect for a period of ten (10) years commencing on January 1, 2025, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. The Company specifically agrees to comply with the lawful provisions of the City and applicable regulations of the Franchising Authority. Subject to any express federal or state preemption, the Company acknowledges that the Franchising Authority may modify its City code, ordinances or any regulatory policies by lawful exercise of the Franchising Authority's police powers throughout the term of this Agreement. The Company agrees to comply with such lawful modifications to the City code, ordinances or regulations; however, the Company reserves all rights it may have to challenge such modifications to the City code, ordinances or regulations. The Franchising Authority reserves all of its rights and defenses to such challenges. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority's right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Agreement and any City code, ordinance or regulation adopted by the Franchising Authority in the exercise of its police powers, the terms and conditions of such code, ordinance or regulation shall prevail.

1.5 Competitive Equity and Subsequent Action Provisions.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to City residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to City residents; promote local communications infrastructure investments and economic opportunities in the City; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. "Materially equivalent" provisions include but are not limited to: franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company's proposed Franchise modifications, and such negotiation will proceed and conclude within sixty (60) days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in Section 1.5.2(a), if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP.

1.5.3 Subsequent Change in Law. If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and Company agree that, notwithstanding any other provision of law, upon the written request by either party, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after either party submits a written request to the other party. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this Section 1.5.3. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.

SECTION 2
THE CABLE SYSTEM

2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 System. As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including but not limited to Section 624A of the Cable Act (47 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers. Subject to Section 1.4 above, to the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of such local ordinances, rules, or regulations shall prevail.

2.2.2 Protection of Underground Utilities. The Company shall comply with the Alabama Underground Damage Prevention Act (Ala. Code § 37-15-1, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third party shall tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance written notice from the Franchising Authority and at the Company's own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground, where such work is required to accommodate a beautification project or private development project.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Alabama Department of Transportation's Utilities Manual. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, subject to all applicable local ordinances, rules and regulations, and the cost of such trimming shall not be borne by the Franchising Authority.

2.4.5 Aerial and Underground Construction. If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment. The Company shall be entitled to expand and upgrade its System as it deems reasonably necessary.

2.4.6 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles. The Franchising Authority acknowledges that the Company may pass through to Subscribers the costs of attaching to existing utility poles in the Franchise Area, and does not object.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written notice of such change, including an updated map of the Franchise Area. Franchise fees on gross revenues earned from Subscribers in annexed areas shall not be payable to the Franchising Authority until sixty (60) days after the Company's receipt of such updated map, and shall not be remitted to the Franchising Authority until the next regularly scheduled quarterly franchise fee payment as provided in Section 4.1.2 below.

SECTION 3
CUSTOMER SERVICE

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. A minor violation of those requirements does not constitute a breach of this Agreement.

SECTION 4
COMPENSATION AND OTHER PAYMENTS

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to five percent (5%) of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Alabama, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. The audit period shall be limited to six (6) years preceding the end of the quarter of the most recent payment.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 4 are not a tax and are not in the nature of a tax.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

SECTION 5
COMPLIANCE REPORTS

5.1 Compliance. To the best of its knowledge, the Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Alabama Public Records Law (Ala. Code § 36-12-40, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Alabama Public Records Law, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 10.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Company and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including but not limited to reasonable attorneys' fees and costs.

SECTION 6
ENFORCEMENT

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance ("Violation Notice").

6.2 Company's Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days' prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

(a) seek specific performance;

(b) commence an action at law for monetary damages or seek other equitable relief; or

(c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company's response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review the decision of the Franchising Authority's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

6.6 Technical Violations. The parties hereby agree that it is not the Franchising Authority's intention to subject the Company to penalties, fines, forfeiture, or revocation of the Agreement for so-called "technical" breach(es) or violation(s) of the Agreement, where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or where strict performance would result in practical difficulties and hardship to the Company which outweigh the benefit to be derived by the Franchising Authority or Subscribers.

SECTION 7
ASSIGNMENTS AND OTHER TRANSFERS

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

(a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Alabama Underground Damage Prevention Act (Ala. Code § 37-15-1, *et seq.*);

(b) a description of the transferee's service area; and

(c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable

System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Mediacom Southeast, LLC.

SECTION 8
INSURANCE AND INDEMNITY

8.1 Insurance.

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Alabama with a rating of not less than "A minus," and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars ($1,000,000.00) for bodily injury or death of any one person, One Million Dollars ($1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars ($1,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days' prior written notice of cancellation to the City.

8.1.2 Workers' Compensation. The Company shall ensure its compliance with the Alabama Workers' Compensation Law.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company's construction, operation, maintenance, or removal of the Cable System, including but not limited to reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within thirty (30) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct of the Franchising Authority or for the Franchising Authority's use of the Cable System.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

SECTION 9
PUBLIC, EDUCATION, GOVERNMENT ACCESS

9.1 Channel Capacity. The Company agrees to make available channel capacity, up to one (1) fully dedicated Channel position, on the digital tier, to be designated for non-commercial, non-revenue generating public, educational, or governmental ("PEG") access purposes. Unused time on the PEG Channel position may be utilized by the Company subject to terms to be mutually agreed upon by the Company and the Franchising Authority. The Company shall provide the PEG channel within one hundred eighty (180) days of the Franchising Authority's request.

9.2 Channel Positions. At any time during the term of this Agreement and at the Company's sole option and discretion, the Company may (i) change the transmission technology by which PEG access programming is delivered to Subscribers, provided, however, that the quality of PEG access programming transmitted over the Cable System to Subscribers is of a quality comparable to that which was delivered to the Company by the PEG programmer, or (ii) relocate any PEG programming to a Channel position on its lowest digital tier service delivered to all of the Company's Subscribers. The Company shall notify the Franchising Authority at least thirty (30) days in advance of such changes.

9.3 Ownership. The Company does not relinquish its ownership of its ultimate right of control over a Channel position by designating it for PEG access use. A PEG access user, whether such user is an individual, educational, or governmental user, acquires no property or other interest in the Channel position by virtue of the use of a Channel position so designated.

9.4 Equipment. It shall be the sole responsibility of the Franchising Authority to obtain, provide, and maintain any equipment necessary to produce and cablecast PEG programming over the Cable System. The Company shall not be responsible for obtaining, providing, or maintaining any such equipment.

9.5 No Liability. The Company shall have no liability nor shall it be required to provide indemnification to the Franchising Authority for PEG programming cablecast over the Cable System.

SECTION 10
MISCELLANEOUS

10.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. Subject to Section 1.4 above, to the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of such local laws, ordinances, or regulations shall prevail.

10.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

10.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledges the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledges that it will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

10.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including, but not limited to, its police power and contracting and governmental authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the City of Spanish Fort, Alabama.

10.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company.

10.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:
City of Spanish Fort
Attn: Mayor
7361 Spanish Fort Blvd
Spanish Fort, Alabama 36527

COMPANY:
Mediacom Southeast, LLC
Attn: Legal Department
1 Mediacom Way
Mediacom Park, NY 10918

With a copy to: Mediacom Southeast, LLC
Government Relations Manager
1613 Nantahala Beach Blvd.
Gulf Breeze, FL 32563

10.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

10.7.1 Organization, Standing, and Authorization. The Company is a limited liability company validly existing and in good standing under the laws of the State of Alabama and is duly authorized to do business in the State of Alabama and in the Franchise Area.

10.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

10.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

10.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors and assigns.

10.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

10.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

10.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

10.13 Governing Law. This Agreement shall be deemed to be executed in the City of Spanish Fort, Alabama, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Alabama, as applicable to contracts entered into and to be performed entirely within that state.

10.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Alabama ("Federal Court") or in a court of the State of Alabama of appropriate jurisdiction ("Alabama State Court"). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Alabama State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 10.6, or to such other address as the Company may provide to the Franchising Authority in writing.

10.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

10.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company's capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 10.16.

10.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words "reasonable," "good faith," or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

10.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

10.19 No Third-Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the City Council of said Franchising Authority, has caused the name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

City of Spanish Fort, Alabama

By: ______________________________
Name:
Title: Mayor
(Seal)

Attest: ______________________________

Date: ______________________________

Mediacom Southeast, LLC,
a Delaware limited liability company

By: ______________________________
Name: ______________________________
Title: ______________________________

Attest: ______________________________

Date: ______________________________

APPENDIX A
DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

"**Agreement**" means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

"**Basic Service**" means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

"**Cable Act**" means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

"**Cable Service**" means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. "Cable Service" does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

"**Cable Service Provider**" or "**CSP**" means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"**Cable System**" means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but "Cable System" does not include:

(A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;

(B) a facility that serves Subscribers without using any public right-of-way as defined herein;

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

"**Channel**" means a "cable channel" or "channel" as defined in 47 U.S.C. § 522(4).

"**Company**" means Mediacom Southeast, LLC, a limited liability company validly existing under the laws of the State of Delaware, or lawful successor, transferee, designee, or assignee thereof.

"**FCC**" means the Federal Communications Commission, its designee, or any successor thereto.

"**Franchise Area**" means the incorporated areas of the City of Spanish Fort, Alabama, including any areas annexed by the Franchising Authority during the term of the Franchise.

"**Franchising Authority**" means the City of Spanish Fort, Alabama, or lawful successor, transferee, designee, or assignee thereof.

"Gross Revenues" means: all revenue derived by Company, its affiliates, subsidiaries, or parent, or Person from the operation of its Cable System to provide Cable Service within the Franchise Area. Gross Revenues shall include, but not be limited to, Cable Service fees, advertising sales booked in accordance with Applicable Laws and GAAP, home shopping revenue, installation, disconnection and reconnection fees, equipment rental fees, late fees, guides and Franchise Fees. The term Gross Revenue shall not include refundable deposits, bad debt (provided that if amounts previously representing bad debt are collected, then those amounts shall be included in Gross Revenues for the period in which they are collected), investment income, programming launch support payments so long as not booked as revenue by Company, nor any taxes on services furnished by Company imposed by any county, state, or other governmental unit and collected by Company for such governmental unit or non-sufficient fund charges. A Franchise Fee is not such a tax. The Franchising Authority acknowledges and accepts that Company maintains its books and records in accordance with Generally Accepted Accounting Principles ("GAAP").

Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that deference shall be given to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/ or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, the Franchising Authority reserves its right to challenge Company's calculation of Gross Revenues, including the use or interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

Notwithstanding anything in this Agreement to the contrary, the Franchising Authority reserves the right to charge a franchise fee on the gross revenues from any and all services or equipment provided by the Company to the extent allowed by law, as the same may be amended, and may impose, charge, levy, decrease or increase such fee upon sixty (60) days written notice to the Company.

“**Person**” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

“**Signal**” means any transmission of radio frequency energy or of optical information.

“**Streets**” means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parkways, and waterways within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

“**Subscriber**” means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

“**Video Programming**” means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

“**Video Service**” means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

“**Video Service Provider**” or “**VSP**” means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.

APPENDIX B
CUSTOMER SERVICE STANDARDS

Code of Federal Regulations
Title 47, Volume 4, Parts 70 to 79
Revised as of October 1, 1998
From the U.S. Government Printing Office via GPO Access
47 C.F.R. § 76.309
Page 561–63

TITLE 47—TELECOMMUNICATION
CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION
PART 76—CABLE TELEVISION SERVICE
Subpart H—General Operating Requirements

§ 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing—

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term “service interruption” means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]

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

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

SECTION 4. Effective Date. This Ordinance shall become effective only upon receipt of a written unconditional acceptance by the Franchisee of the terms and conditions contained herein within sixty (60) days of the passage of this Ordinance.

ADOPTED AND APPROVED this ______ ***day of*** _______***, 2025.***

CITY OF SPANISH FORT, ALABAMA

BY:______________________________

Michael M. McMillan
Mayor

ATTEST:

____

Rebecca A. Gaines
City Clerk, CMC

RESOLUTION NO. 1559-2025

A RESOLUTION AWARDING A BID FOR THE VALOR PARK CAUSEWAY SITE IMPROVEMENTS FOR THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, the Mayor and City Council find that the lowest responsible bid submitted for the Valor Park Causeway Site Improvements, GOMESA No. G-SFHOP/19/SF for the City of Spanish Fort, Alabama, was submitted by APAC-Alabama, Inc., of Mobile, Alabama; and

WHEREAS, the City Council desires to award the bid for Valor Park Causeway Site Improvements, GOMESA No. G-SFHOP/19/SF to APAC-Alabama, Inc., per its bid received on September 18, 2025.

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

SECTION 1. The City Council hereby authorizes the Mayor to execute and enter into a contract with APAC-Alabama, Inc., for site improvements on the Valor Park site on the Spanish Fort Causeway in the amount of $1,975,044.50, in accordance with the bid documents and agreement attached as Exhibit 1, subject to any changes to the terms and conditions approved by the Mayor.

.

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.

ADOPTED and APPROVED this ____ day of October, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

Exhibit 1

Goodwyn Mills Cawood

11 North Water Street
Suite 19290
Mobile, AL 36602

T (251) 460-4006
F (251) 460-4423

www.gmcnetwork.com

The Honorable Michael M. McMillan
Mayor City of Spanish Fort
7361 Spanish Fort Boulevard
Spanish Fort, Alabama 36527 via email: mayor@cityofspanishfort.com

September 23, 2025

RE: SPANISH FORT CAUSEWAY SITE IMPROVEMENT
GO MESA NO.: G-SFHOP/19/SF
FOR THE CITY OF SPANISH FORT
SPANISH FORT, AL
GMC PROJECT NO.: CMOB230087

Dear Mayor McMillan,

Goodwyn Mills Cawood, LLC. (GMC) has reviewed the four (4) bids for the referenced project received on September 18, 2025.

The lowest responsive bidder was APAC-Alabama, Inc. from Mobile, Alabama in the amount of $1,975,044.50. This contractor is licensed and in good standing with the Alabama General Licensing Board for General Contractors. GMC recommends award of the contract APAC-Alabama, Inc., in the amount of $1,975,044.50. Attached is a certified bid tabulation for your files.

Upon award, please sign and date the attached Notice of Award. Also attached is the Agreement and Notice to Proceed prepared for your signature and **do not date** and then return to our office via email to Ashley.Morris@gmcntwork.com for further processing.

We will schedule a pre-construction meeting in the near future. If you have any questions, please do not hesitate to call.

Sincerely,
GOODWYN MILLS CAWOOD, LLC.

Craig Sanford, P.E.
Project Manager

CS:am

Enclosure:

BID TABULATION

SPANISH FORT CAUSEWAY SITE IMPROVEMENTS GO MESA No.: G-SFHOP/19/HOP
FOR THE CITY OF SPANISH FORT
GMC PROJECT NO. CMOB230087

BID OPENING: THURSDAY, SEPTEMBER 18, 2025

				APAC-Alabama, Inc. Mobile, Alabama		J Hunt Enterprises General Contractors Theodore, Alabama		Trechline Civil, LLC Orange Beach, Alabama		Harris Contracting Services Eight Mile, Alabama	
ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SHORELINE PROTECTION (ANCHOR QEA PLANS T01-C04)											
1	1	LS	Mobilization and Demobilization	$ 190,801.66	$ 190,801.66	$ 100,000.00	$ 100,000.00	$ 244,614.52	$ 244,614.52	$ 250,000.00	$ 250,000.00
2	1	LS	Concrete and Brick Removal	$ 5,004.94	$ 5,004.94	$ 20,000.00	$ 20,000.00	$ 21,431.97	$ 21,431.97	$ 300,000.00	$ 300,000.00
3	1	LS	Debris Removal and Disposal	$ 5,004.94	$ 5,004.94	$ 20,000.00	$ 20,000.00	$ 17,268.32	$ 17,268.32	$ 100,000.00	$ 100,000.00
4	1	LS	Excavation	$ 42,016.40	$ 42,016.40	$ 32,060.00	$ 32,060.00	$ 32,041.89	$ 32,041.89	$ 175,000.00	$ 175,000.00
5	1	LS	Pre-Construction Survey	$ 17,040.99	$ 17,040.99	$ 10,000.00	$ 10,000.00	$ 5,924.24	$ 5,924.24	$ 15,000.00	$ 15,000.00
6	1	LS	As-Built Survey	$ 17,040.99	$ 17,040.99	$ 6,000.00	$ 6,000.00	$ 7,898.99	$ 7,898.99	$ 15,000.00	$ 15,000.00
7	2,400	Ton	Riprap Installation	$ 129.44	$ 310,656.00	$ 281.00	$ 674,400.00	$ 134.50	$ 322,800.00	$ 300,000.00	$ 720,000,000.00
LANDSCAPING SECTION (GMC PLANS L-100-L202)											
8	1	LS	Site furnishings	$ 68,201.56	$ 68,201.56	$ 68,546.00	$ 68,546.00	$ 67,185.82	$ 67,185.82	$ 53,000.00	$ 53,000.00
9	1	LS	Pavilion (20'x30' medium steel)	$ 206,122.46	$ 206,122.46	$ 40,000.00	$ 40,000.00	$ 215,834.09	$ 215,834.09	$ 200,000.00	$ 200,000.00
10	1	LS	Miscellaneous Site Elements	$ 9,917.85	$ 9,917.85	$ 2,500.00	$ 2,500.00	$ 1,452.02	$ 1,452.02	$ 20,000.00	$ 20,000.00
11	1	LS	Plantings, Ground Covers and Sod/Seed	$ 132,890.44	$ 132,890.44	$ 82,300.00	$ 82,300.00	$ 182,373.27	$ 182,373.27	$ 125,000.00	$ 125,000.00
SITEWORK IMPROVEMENTS (GMC PLANS C-000-C904)											
12	1	LS	Demolition, Construction Fencing and Mobilization	$ 22,885.95	$ 22,885.95	$ 68,300.00	$ 68,300.00	$ 405,784.21	$ 405,784.21	$ 100,000.00	$ 100,000.00
13	1	LS	Grading Activities	$ 120,491.70	$ 120,491.70	$ 40,000.00	$ 40,000.00	$ 103,810.59	$ 103,810.59	$ 25,000.00	$ 25,000.00
14	1	LS	Base & Paving, ADA Ramps, and Concrete Curb	$ 209,569.09	$ 209,569.09	$ 158,900.00	$ 158,900.00	$ 216,442.90	$ 216,442.90	$ 200,000.00	$ 200,000.00
15	1	LS	Permanent Gates	$ 16,184.92	$ 16,184.92	$ 9,120.00	$ 9,120.00	$ 11,877.53	$ 11,877.53	$ 13,000.00	$ 13,000.00
16	1	LS	Concrete Sidewalks/Walkways	$ 127,553.26	$ 127,553.26	$ 174,835.00	$ 174,835.00	$ 123,914.93	$ 123,914.93	$ 150,000.00	$ 150,000.00
17	1	LS	Concrete Slab for Pavillion	$ 15,336.89	$ 15,336.89	$ 6,460.00	$ 6,460.00	$ 33,871.27	$ 33,871.27	$ 12,000.00	$ 12,000.00
18	1	LS	Concrete Flumes, Swales & Spillways (various lengths and widths)	$ 28,884.47	$ 28,884.47	$ 55,000.00	$ 55,000.00	$ 28,701.99	$ 28,701.99	$ 15,000.00	$ 15,000.00
19	1	LS	Striping, Pavement Markings, Legends, and Signage	$ 270,622.13	$ 270,622.13	$ 13,155.00	$ 13,155.00	$ 9,211.62	$ 9,211.62	$ 400,000.00	$ 400,000.00
20	1	LS	Drainage System to include but not limited to Pipes, Inlets, End Treatments, Trench Drain, Filter Fabric, Stone, etc)		$ -	$ 377,840.00	$ 377,840.00	$ 274,322.17	$ 274,322.17	$ 100,000.00	$ 100,000.00
21	1	LS	Erosion Control and BMP items to included but not limited to all items shown on C-601	$ 24,744.49	$ 24,744.49	$ 20,000.00	$ 20,000.00	$ 58,090.15	$ 58,090.15	$ 35,000.00	$ 35,000.00
22	1	LS	Cleaning and Restoration	$ 7,166.75	$ 7,166.75	$ 3,000.00	$ 3,000.00	$ 41,767.10	$ 41,767.10	$ 20,000.00	$ 20,000.00
23	1	LS	Traffic Control Plan per ALDOT Standard Drawings	$ 9,406.62	$ 9,406.62	$ 7,000.00	$ 7,000.00	$ 2,904.04	$ 2,904.04	$ 35,000.00	$ 35,000.00
ALLOWANCES											
24	1	LS	Geotechnical and Material Testing Allowance	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00
25	1	LS	Stormwater Permitting Allowance	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00
26	1	LS	Owner's Contingency Allowance	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00
			TOTAL BID		$ 1,975,044.50		$ 2,106,916.00		$ 2,547,023.63		$ 722,475,500.00

To the best of our knowledge these bids are accurately tabulated and were accepted in accordance with the applicable regulations.

R. Craig Sanford, PE, License No. 27863

NOTICE OF AWARD

Date of Issuance:

Owner:	City of Spanish Fort	GO MESA Project No.:	G-SFHOP/19/SF
Engineer:	Goodwyn Mills Cawood, LLC.	Engineer's Project No.:	CMOB230087

Project: Spanish Fort Causeway Site Improvements

Contract Name:

Bidder: APAC-Alabama, Inc.

Bidder's Address: 7450 Howells Ferry Rd., Mobile, AL 36618

You are notified that Owner has accepted your Bid dated September 18, 2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Spanish Fort Causeway Site Improvements

The Contract Price of the awarded Contract is $1,975,044.50. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[3] unexecuted counterparts of the Agreement accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver the signed Agreement(s) and the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Owner: **City of Spanish Fort**

By *(signature)*: ______________________

Name *(printed)*: ______________________

Title: Mayor

Contractor: APAC-Alabama. Inc.

By (signature): ______________________

Name (printed): Bret Paulk

Title: Vice-President

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between the **City of Spanish Fort, Alabama, an Alabama municipal corporation** ("Owner") and **APAC-Alabama, Inc.** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Spanish Fort Causeway Site Improvements Go MESA Project No. G-SFHOP/19/SF – CMOB230087.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Rip-Rap shoreline protection, sidewalks, asphalt parking, park amenities and associated grading and drainage and all related appurtenances.**

ARTICLE 3—ENGINEER

3.01 The Owner has retained Goodwyn Mills Cawood, LLC. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Goodwyn Mills Cawood, LLC.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within 180 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 210 days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500.00 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

One million, nine hundred seventy-five thousand, forty-four and 50/100 Dollars, ($1,975,044.50).

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. As per HB24, Act #2014-404, all monies not paid when due to the Contractor shall be entitled to interest from awarded authority, at the rate assessed for underpayment of taxes under Section 40-1-44(a), Code of Alabama, on the unpaid balance due.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of **24** sheets with each sheet bearing the following general title: **Spanish Fort Causeway Site Improvements GO MESA Project No. G-SFHOP/19/SF for the City of Spanish Fort CMOB230087**.
8. Addenda (numbers **#1 issued 9/9/2025** to **#2 issued 9/15/2025**, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
   a. N/A

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as alternates highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on ___________________ (which is the Effective Date of the Contract).

Owner:		Contractor:	
City of Spanish Fort		APAC-Alabama Inc.	
(typed or printed name of organization)		*(typed or printed name of organization)*	
By:	*(individual's signature)*	By:	*(individual's signature)*
Date:	*(date signed)*	Date:	*(date signed)*
Name:	*(typed or printed)*	Name:	Bret Paulk *(typed or printed)*
Title:	Mayor *(typed or printed)*	Title:	Vice-President *(typed or printed)*
		*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*	
Attest:	*(individual's signature)*	Attest:	*(individual's signature)*
Title:	City Clerk and Treasurer *(typed or printed)*	Title:	*(typed or printed)*
Address for giving notices:		Address for giving notices:	
7361 Spanish Fort Boulevard		7450 Howells Ferry Rd.	
Spanish Fort, AL 36527		Mobile, AL 36618	
*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*		License No.:	43461 *(where applicable)*
		State:	Alabama

NOTICE TO PROCEED

Owner:	City of Spanish Fort	GO MESA Project No.:	G-SFHOP/19/SF
Engineer:	Goodwyn Mills Cawood, LLC.	Engineer's Project No.:	CMOB230087
Contractor:	APAC-Alabama. Inc.	Contractor's Project No.:	

Project: Spanish Fort Causeway Site Improvements

Contract Name: ____________________

Effective Date of Contract: ____________________

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on ________________ pursuant to Paragraph 4.01 of the General Conditions.

The number of days to achieve Substantial Completion is **180 calendar days** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion; and the number of days to achieve readiness for final payment is **210 calendar days** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of

____________________________ .

Owner: **City of Spanish Fort**

By *(signature)*: ____________________

Name *(printed)*: ____________________

Title: Mayor

Date Issued: ____________________

Contractor: **APAC- Alabama, Inc.**

By *(signature)*: ____________________

Name *(printed)*: Bret Paulk

Title: Vice-President

Date Issued: ____________________

RESOLUTION NO. 1561-2025

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TAYLOR SUDDEN SERVICE FOR GENERATOR PREVENTIVE MAINTENANCE AND SERVICE

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 Taylor Sudden Service, in the amount of $4,380.00 for generator preventative maintenance and service. 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

Exhibit 1

TAYLOR SUDDEN SERVICE® GENERATOR
PARTS, SERVICE, REPAIR & RENTAL

BUSINESS PM (PREVENTIVE MAINTENANCE) SERVICE AGREEMENT OVERVIEW

SERVICE AGREEMENT BENEFITS: (<u>Benefits applied only within the Agreement timeframe</u>)

- Lower, Locked in Labor rates for <u>all services</u>, within the Agreement timeframe.
- Priority response over non-agreement customers.
- Two(2) or more predetermined services, generally 6 months apart.
- Detailed reports from our technicians.

PREVENTATIVE MAINTENANCE AGREEMENT INCLUDES TWO(2) OR MORE SERVICES A YEAR.

-Typical Services include one PM (<u>Basic or Full, Listed on Agreement Quote</u>) and one Inspection.

PM Services Options and Details: (Refer to your Agreement Quote)

<u>Basic PM Includes:</u> ***(Recommended Once a Year)***

- Filter and Oil change.
- 40+ Point Inspection.
- System testing of air, lubricating, fuel, electrical, controls, & transfer switch.
- Coolant testing and treatment if radiator cooled.
- Fuel filter change (only for diesel applications).

<u>Full PM Includes</u>: **(*Recommended Once Every 3 to 5 Years*)**

- *<u>All Basic PM Service items listed above, plus:</u>*
- Replacement of belts and hoses.
- Replacement of battery.
- Replacement of coolant.
- Replacement of air filter.

<u>*Full PMs are more expensive and requires more lead time, due to additional parts and increased labor time*</u>

Inspection Service – Includes our 40+ point Inspection.

Optional Services:

- Quarterly or Monthly Inspections.
- Two(2) or Four(4) Hour Load Bank Testing
- Medical Fuel Analysis
- Fuel Tank Cleaning & Fuel Polishing.
- Megger Testing.
- InfraRed Camera Testing.
- Vibration Testing.
- Pre-Scheduled Generator Rental. (For planned outages)
- <u>3-Year Agreements available upon request.</u>

Taking Care of **Our Customers** is **PRIORITY ONE!**

Preventive Maintenance Report

TAYLOR SUDDEN SERVICE

947 Industrial Park Drive
Clinton, Mississippi 39606
Phone (601) 922-4444
Fax (601) 922-0800

☐ Mobile, AL
Phone (251) 443-8402
Fax (251) 443-9569

☐ Baton Rouge, LA
Phone (225) 744-0030
Fax (225) 744-0031

☐ Birmingham, AL
Phone (205) 428-1130
Fax (205) 428-1125

☐ Shreveport, LA
Phone (318) 742-4442
Fax (318) 742-4447

Date: ____________ **Make/Model:** ____________
Customer: ____________ **Serial Number:** ____________
Location: ____________ **Hour Reading:** ____________
Exercise Time: ____________

Yes	N/A	Description of Service	Comments
		Air System:	
____	____	Cleaned / Replaced Air Cleaner Element	
____	____	Checked Complete Air System for Deficiencies	
____	____	Cleaned and Changed Oil in Bath Filter	
____	____	Checked Turbocharger Shaft End Play	
____	____	Checked and Tightened Turbocharger Mounting Bolts	
		Lubricating System:	
____	____	Changed Engine Oil	
____	____	Changed Engine Oil Filter	
____	____	Change Hydraulic Governor Oil	
____	____	Cleaned / Replaced Crankcase Breather	
____	____	Checked Complete Engine For Oil Leaks	
____	____	Checked PVC Valve	
		Cooling System:	
____	____	Inspected / Replaced All Belts	
____	____	Inspected / Replaced All Hoses	
____	____	Checked Coolant Level; Added Anti-Freeze	
____	____	Tested Specific Gravity of Anti-Freeze	
____	____	Changed Corrosion Resistor Element (Full PM Only)	
____	____	Checked Complete System For Coolant Leaks	
____	____	Checked Block Heater and Thermostat	
____	____	Lube Fan Hub	

Fuel System: ___ **Diesel** ___ **Gasoline** ___ **Natural Gas** ___ **LP** **Color:**

Yes	N/A	Description of Service		Lt	Md	Hv
____	____	Inspected Fuel In Tank				
____	____	Inspected Day Tank	Water	☐	☐	☐
____	____	Replaced Fuel Filter(s)	Micro Growth	☐	☐	☐
____	____	Checked Operation of Governor	Sediment	☐	☐	☐
____	____	Cleaned Fuel Pump Screen				
____	____	Checked Fuel Lines For Leaks				

BRIGHT-HAZY
Clarity: 1 2 3 4 5
Other Tank Critical ☐
Tank Level ____________
Tank Size____________ Gallons

Yes	N/A	Description of Service
		Electrical System:
____	____	Checked Cleaned And Tightened All Electrical Connections
____	____	Checked Electrolyte Level of Batteries
		Hydrometer Readings: ____________________
____	____	Checked Operation of All Sending Units
____	____	Inspected / Replaced Points, Condenser, And Plugs (Full PM Only)
____	____	Inspected Ignition System (Magneto, Distributor, Wiring, etc.)
____	____	Set Timing (Full PM Only)
____	____	Checked Operation of Battery Charger, Replaced Blown Fuses
		Controls / Test / Transfer Switch:
____	____	Checked Oil, Start, Warm-Up; Oil Pressure ________ PSI
____	____	Amps Per Leg ________ ________ ________
____	____	Volts Per Leg ________ ________ ________
____	____	Frequency ________
____	____	Adjusted Frequency and Voltage As Required ________
____	____	Checked Exhaust System For Leaks
____	____	Checked Timing Sequence On Cranking Cycles; Cranking Time ________
____	____	Checked Operation of Transfer Switch
		Time Delays: ________
		Exerciser: ________
____	____	Checked Engine / Generator Controls For Proper Settings
____	____	Started Engine From Test Position
____	____	Started Engine From Automatic Position
____	____	Checked All Alarm Systems
____	____	Inspected / Replaced Pilot Lights

Additional Comments and Recommendations: ____________________

____

Generator Tech.: ____________ **Customer Rep.:** ____________

Taylor Sudden Service
5640 Commerce Blvd E
Mobile, AL 36619
(251) 666-2924

TAYLOR SUDDEN SERVICE, INC. STANDBY GENERATOR INDUSTRIAL MAINTENANCE SERVICE AGREEMENT

10/13/2025

Service Info:	Billing Address:
Rebecca Gaines	Spanish Fort Fire
Spanish Fort Fire	7361 Spanish Fort Blvd
Multiple Locations	Spanish Fort, AL 36527
Multiple Locations	Customer: 60113900
Email: cityclerk@cityofspanishfort.com	Phone#: 251-232-4133

I. **Agreement Period: December 1, 2025, to November 30, 2026**

II. **Services:** One Year Annual Agreement (Two visits per year)

- One **Basic** Annual Service – see attached equipment list.
- One 41-Point Inspection --see attached equipment list.

III. **Equipment:**

- **Kohler 50RES**, Serial Number: **2306187** **(FS #1 7580 Spanish Fort Blvd 36527)**
- One **Basic** Annual Service at **$445.00**—perform in **December 2025**
- One 41-Point Inspection at **$270.00**—perform in **June 2026**

- **Kohler 80kw NG**, Serial Number: **33MYGMHG0012** **(Safe Room 7580 Spanish Fort Blvd 36527)**
- One **Basic** Annual Service at **$535.00**—perform in **December 2025**
- One 41-Point Inspection at **$270.00**—perform in **June 2026**

- **Kohler 60REZG**, Serial Number: **2303900** (Police Dept at Eastern Shore Center)
- One **Basic** Annual Service at **$520.00**—perform in **December 2025**
- One 41-Point Inspection at **$270.00**—perform in **June 2026**

- **CAT 350kW *D**, Serial Number: **CATDG350LKL600128** (City Hall 7361 Spanish Fort Blvd)
- One **Basic** Annual Service at **$1,145.00**—perform in **December 2025**
- One 41-Point Inspection at **$270.00**—perform in **June 2026**

- **Kohler 30RESA**, Serial Number: **2287449** **(FS #2 10628 US Hwy 31)**
- One **Basic** Annual Service at **$385.00**—perform in **December 2025**
- One 41-Point Inspection at **$270.00**—perform in **June 2026**

Taylor Sudden Service
5640 Commerce Blvd E
Mobile, AL 36619
(251) 666-2924

IV. **Payment Terms:**

You will be invoiced as each service is performed. Payment is Net 30 following completion of the service and invoice issued. No sales or use taxes are included in the pricing and will be added as applicable.

Please do not send payment prior to service; you will be invoiced. If Tax Exempt, please include documentation. If a PO is needed, please send the PO with the agreement

V. **Activation of Agreement:**

Your signature activates this service and must be received by the agreement start date. **Pricing is good for 30 days.** No services will be scheduled until a signed agreement is received. You can mail the agreement to 5640 Commerce Blvd E, Mobile, AL 36619 or email the agreement to TTerry@TaylorBigRed.com

VI. **Service Disclaimer:**

The above pricing does not include any additional parts or labor for repairs that may need to be performed to the generator. Any additional repairs, parts, and/or labor will be quoted separately from this agreement.

VII. **Taylor Sudden Service Disclaimer:**

Taylor Sudden Service may or may not be the manufacturer of the equipment to which this Service/Preventative Maintenance Agreement applies. This Agreement does not modify or extend any manufacturers originally issued warranty. Regularly scheduled service or preventative maintenance is necessary to extend the life of the equipment to which this agreement applies and make it more likely that the standby/prime power unit will provide power when needed; however, Taylor Sudden Service is neither an insurer nor guarantor of the equipment or the customer's product for which power is to be provided. INCIDENTAL AND CONSEQUENTIAL DAMAGES OCCURING AS A RESULT OF THE FAILURE OF THE EQUIPMENT IS EXPRESSLY DISCLAIMED AND THE SOLE LIABILITY OF TAYLOR SUDDEN SERVICE FOR ANY WORK PERFORMED UNDER THIS AGREEMENT IS LIMITED TO THE INVOICE AMOUNT OF THE AGREEMENT.

Taylor Agreement Price: **$*4,380.00 + applicable taxes***

Please do not send payment prior to service; you will be invoiced. If Tax Exempt, please Include documentation. If a PO is needed, please send the PO with the agreement

For questions on when your services will be performed or questions about service work that was completed, contact the Service Coordinator that handles your agreement:

- *Thomas Tery (251)-666-2924*

Accepted By: ____ Date: ____________________

Printed Name: ____

Prepared For: Spanish Fort Fire

Prepared By:

Thomas Terry

Inside PM Sales

RESOLUTION NO. 1562-2025

A RESOLUTION AUTHORIZING THE MAYOR AND/OR CHIEF OF POLICE OF THE CITY OF SPANISH FORT, ALABAMA, TO MAKE APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT, ADMINISTERED BY THE ADECA LAW ENFORCEMENT AND TRAFFIC SAFETY DIVISION

WHEREAS, the Alabama Department of Economic and Community Affairs Law Enforcement and Traffic Safety Division serves as the Alabama State Administering Agency for the Edward Byrne Memorial Justice Assistance Grant consisting of funds made available through the United States Department of Justice Office of Justice programs; and

WHEREAS, the City of Spanish Fort Police Department desires to apply for funding through the Edward Byrne Memorial Justice Assistance Grant to be used for the purposes of local law enforcement equipment as authorized by the grant program; and

WHEREAS, the application must be submitted for and on behalf of the City by its Mayor and/or its Chief of Police, and the latest grant application deadline is October 31, 2025; and

WHEREAS, the agreement shall be executed in the name of the City for and on behalf of the City by its Mayor and/or the Chief of Police.

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

SECTION 1. The City Council hereby approves and authorizes a grant application in the amount of up to the maximum award of $50,000.00 to be filed by the Mayor and/or the Chief of Police to make an application for the Edward Byrne Memorial Justice Assistance Grant funding for the purpose of purchasing needed equipment for the City of Spanish Fort Police Department. A copy of the request for applications is attached as Exhibit 1. The Mayor and/or the Police Chief are hereby authorized to execute any documents deemed necessary to secure such funding assistance.

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

ADOPTED and APPROVED this ___ day of October, 2025.

____
Michael M. McMillan
Mayor

ATTEST:

____
Rebecca A. Gaines, CMC
City Clerk

REQUEST FOR APPLICATIONS

Edward Byrne Memorial JAG Fund

Alabama Department of Economic and Community Affairs

Law Enforcement and Traffic Safety Division
Local Law Enforcement Assistance
Grants for Equipment Purchases

Issue Date: October 15, 2024
Application Due Date: November 15, 2024

U.S. Department of Justice-Bureau of Justice Assistance

The Alabama Department of Economic and Community Affairs (ADECA), Law Enforcement and Traffic Safety (LETS) Division is seeking applications for the Edward Byrne Memorial Justice Assistance (JAG) Grant. The Alabama Department of Economic and Community Affairs (ADECA) is making federal Justice Assistance Grant (JAG) funds available for subgrants in the following areas:

Local Law Enforcement Equipment Purchases of up to $50,000.

Award Period:
The award period will tentatively run from January 1, 2025, until June 30, 2025. The official start date will be contingent upon a fully executed award. Continued funding will be contingent upon the availability of funds, continuous compliance with grant management requirements, project success, and future applications.

Submission Information:
For FY 2025, applicants will complete and submit their Byrne JAG in Alabama Grants at https://grants.alabama.gov/.

Applicants must submit the full application by **4:00 p.m., November 15, 2024,** in Alabama Grants.

System Registration:

- Navigate to https://grants.alabama.gov/
- Have an Authorized Official (AO) for your organization register as a new user.
- Complete and submit a registration request.
- Wait for an email confirmation granting access to the system.
- After receiving the confirmation, your AO can login to the system and designate access to your organizational account to other staff members as appropriate. (See the Grantee Admin Manual or Grantee Admin Training Video under the Alabama Grants' Training Materials section.)

Based on the organization type selected under the organization profile, a user will see any available funding opportunities under the "My Opportunities" panel of the user's dashboard.

For previous applicants: All sections of the application, except for Miscellaneous Attachments, can be copied forward using the copy forward feature. The option to select this feature is available only when you attempt to initiate an application. The copy forward feature will save time by allowing you to prefill most of the application information with the details from your agency's previous submissions. Please see page seven of this RFA for instructions on how to use the copy forward feature. You should, however, still ensure that the information provided is up-to-date and accurate for the proposed project period.

Any application or documentation in support of an application not submitted in Alabama Grants will not be accepted for review. The Law Enforcement and Traffic Safety Division reserves the right to reject any incomplete applications without review.

Contact Information:
For assistance with technical issues, such as forgetting username and/or password, adding dashboard panels, or navigating the website in Alabama Grants, contact the Agate Software Helpdesk at helpdesk@agatesoftware.com or at 1 (800) 820-1890. The Agate Software Helpdesk operates 7:00 a.m. to 7:00 p.m. CST Monday – Friday.

For assistance with the requirements of this request for application, please submit your questions to:

John Rogers, Justice Programs Supervisor at John.Rogers@adeca.alabama.gov or at (334) 242-5831 or Brian Forster, Justice Programs Supervisor, at Brian.Forster@adeca.alabama.gov or (334) 353-4265.

If an applicant experiences technical issues with Alabama Grants and is unable to submit its application by the deadline, the applicant must document the issue and email the contacts identified above before the application deadline.

TABLE OF CONTENTS

PART I – FUNDING OPPORTUNITY DESCRIPTION

A. BACKGROUND ON THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM:

Named after Edward “Eddie” R. Byrne, an officer in the New York City Police Department who was murdered while protecting a witness in a drug case, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the leading federal source of criminal justice funding to state and local jurisdictions. Administered by the Bureau of Justice Assistance (BJA), the JAG Program provides states, territories, tribes, and local governments with critical funding necessary to support a range of program areas.

The JAG Program is authorized by Title I of Public Law 90–351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151- 10158); see also 28 U.S.C. 530C (a).

B. ELIGIBLE ORGANIZATIONS:

Local law enforcement agencies (through their unit of local government) who can demonstrate a compelling need for equipment upgrades or replacements.

C. COSTS GENERALLY ALLOWABLE:

Any allowable law enforcement equipment that the agency can demonstrate will help improve or expand its law enforcement mission.

ADECA program staff reserves the right to determine if the equipment request is in fact law enforcement related and fulfills a demonstrated need of the agency.

D. COSTS GENERALLY UNALLOWABLE:

The following services, activities, and costs, although not exclusive, **cannot** be supported with Byrne JAG funds at the subrecipient level. The JAG statute, at 34 U.S.C. § 10152(d), specifically identifies a list of prohibited items. JAG funds provided under this part may NOT be used, directly or indirectly, to provide any of the following matters:

1) Any security enhancements or any equipment to any nongovernmental entity that is not engaged in criminal justice or public safety.

2) Unless the U.S. Attorney General certifies that extraordinary and exigent

circumstances exist that make the use of such funds to provide such matters essential to the maintenance of public safety and good order—

a. vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft including UAVs or drones (excluding police helicopters);
b. luxury items;
c. real estate;
d. construction projects; or
e. any similar matters.

E. RISK ASSESSMENTS:

Federal regulations require grantees to conduct a risk assessment of each application before an award can be made. A risk assessment must be based on each applicant with regard to current or previous funding, unresolved audit issues, delinquent programmatic and fiscal reporting, and prior performance. Applicants with any findings may carry special conditions such as increased monitoring and/or prohibitions on drawing funds until certain requirements are met. Applicants with substantial/persistent performance, or compliance issues, i.e., long-standing open audits or open criminal investigations, will possibly not receive an award until all issues are resolved.
However, all assessments are unique and will be handled on a case-by-case basis.

F. REVIEW PROCESS:

Applications are carefully reviewed for completeness and to ensure that only projects with a significant chance of success within the period of award are funded. All applications will be checked by ADECA staff to make sure they are complete. Complete applications will then continue to the risk assessment stage. After the risk assessment stage, applications will be reviewed by at least two program staff. Once an application is reviewed, a recommendation for funding may be made.

G. APPLICATION SECTIONS:

General Instructions for New Applicants:
To complete an application for Byrne JAG funding you must register with Alabama Grants. Instructions are listed on page 2.

After successfully registering in the system, an Authorized Official can add new members through the Organizational Members section. Each agency member can be assigned one of three roles:

Subrecipient Viewer, Subrecipient Staff, and Subrecipient Admin. The role of a Subrecipient Viewer only allows individuals in those roles to view information within the system. The role of Subrecipient Staff allows individuals to enter or alter information but does not have the ability to submit or accept documents. The role of Subrecipient Admin will receive full access within the system.

In the narrative section, please provide an overall explanation of the services that your agency provides.

> *Note: Each agency employee must have an Alabama Grants profile, if their position will be requested in a grant application. When completing the application's Personnel Section, you will select employee names from a dropdown box that is prefilled with the names of individuals who have a profile in the system. The selection "TBD" has been programmed in the dropdown box for vacant or unfilled positions.*

After logging in, you will arrive at your personal dashboard. Here you will see the 'My Tasks', 'My Opportunities', and 'Announcements' panels. The 'My Opportunities' panel is where you find links to complete applications for different funding opportunities. Funding opportunities will only be seen once the period opens for application and will disappear once the application period closes. After you select the funding opportunity, you will select whether you agree or decline to begin the selected application. After you agree to begin the application, you will be directed to application landing page where you can begin completing the application. On your dashboard, your application will be found in the 'My Tasks' panel, where it can be accessed until you submit or cancel the application.

General Instructions for Previous Applicants

Navigate to https://grants.alabama.gov

After logging in, you will arrive at your personal dashboard. Here you will see the 'My Tasks', 'My Opportunities', and 'Announcements' panels. The 'My Opportunities' panel is where you find links to complete applications for different funding opportunities. Funding opportunities will only be seen once the period opens for application and will disappear once the application period closes. After you select the funding opportunity, you will select whether you agree or decline to begin the selected application. This is also where you can elect to copy your previous application forward.

After you agree to begin the application, you will be directed to application landing page where you can begin completing the application. On your dashboard, your application will be found in the 'My Tasks' panel, where it can be accessed until you submit or cancel the application.

As you complete your application it is imperative that the application be clear, complete, and concise. If the project is not adequately described in the application, it will be impossible to conduct a thorough review of the application. Each narrative should be presented in a manner that is easily understood.

- **Match Requirement.** There is currently no match requirement for Byrne JAG funding, however, proposed projects must stand alone. If requested grant funds do not comprise the entire project budget, other necessary funds to fully complete project must be described and included in the budget. Documentation of other funding commitments (resolutions, letters of commitment, etc.) must be included as an attachment or application may be rejected without consideration.

- **Indirect Cost.** In accordance with 2 CFR 200.332(a)(4) and 2 CFR 200.414, subrecipients of federal awards may charge indirect costs to the award unless statutorily prohibited by the federal program and in accordance with any applicable administrative caps on federal funding. ADECA will accept a federally negotiated indirect cost rate. If no approved rate exists, ADECA will collaborate with the subrecipient to determine an appropriate rate. This rate will be either a negotiated rate, which can be based on a prior negotiated rate between a different pass-through entity and the same subrecipient, or the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR 200.1. If basing the rate on a previously negotiated rate, ADECA is not required to collect information justifying this rate but may elect to do so. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the federal award. Once chosen, the method must be used consistently for all federal awards until such time as a negotiated rate is approved by the subrecipients' federal cognizant agency.

- **Record Keeping.** Subrecipients must maintain records that clearly show the source, amount, and the allocation date. Backup documentation must be submitted with claims.

PART II – AWARD INFORMATION

A. ESTIMATED FUNDING:

Applicants may submit only **one** application for up to $50,000 for allowable equipment purchases.

This is a competitive solicitation in which each applicant will be competing against other applicants. Grants may be funded in full or in part, based on the number of qualifying applications, available funding, and geographical representation. Each submitted grant application will be rated on its quality and adherence to these guidelines.

The following factors may also be considered in the evaluation of applications:

- Ability to complete project in a timely manner.

- Project has a plan for self-sufficiency and sustainability beyond possible grant funding.
- Quality of the Applications – The application is clearly written, supported by facts, and contains **measurable** objectives and performance indicators.
- Performance Indicators – The indicators match objectives and are useful measurements to assess the effectiveness of the project. The project has additional measures for evaluating project impact.
- Other Relevant Factors and Requirements – Past or current grant performance maybe considered where appliable. The application must contain all relevant documentation.

B. PERIOD OF PERFORMANCE:

It is anticipated the project period will start January 1, 2025 and will end June 30, 2025.

C. AWARD TERMS AND CONDITIONS

All terms and conditions of an award shall be set forth in an agreement between selected applicants and ADECA.

D. FINANCIAL ACCOUNTING PRACTICES:

The following is a list of questions that applicants will need to consider when applying for Federal funding. *Note: All answers should be an affirmative response and applicants must have documentation supporting each response. ADECA may request a copy of supporting documentation as to any and/or all responses during the application/award process or as part of the grant monitoring process.*

1. Will all funds awarded under this program be maintained in a manner that they will be accounted for, separately and distinctly, from other sources of revenue/funding?

2. Does the applicant have written accounting policies and procedures? How often are these policies and procedures updated? Please provide a brief list of the topics covered in the organization's policies and procedures. ADECA may request a copy for review during the application/award process or as part of the grant monitoring process.

3. Is the applicants' financial management system able to track actual expenditures and outlays with budgeted amounts for each grant or subgrant?

4. Does the applicant have procedures in place for minimizing the time elapsing between transfer of funds from the United States Treasury and disbursement

for project activities?

5. Does the applicant have effective internal controls in place to adequately safeguard grant assets and to ensure that they are used solely for authorized purposes?

6. Does the applicant have a documented records retention policy?

7. Is the individual primarily responsible for fiscal and administrative oversight of grant awards familiar with the applicable grants management rules, principles, and regulations including the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) issued on December 26, 2013?

8. Are the officials and governing body of the organization bonded?

E. GRANT REPORTING REQUIREMENTS:

Recipients are required to maintain appropriate programmatic and financial records that fully disclose the amount and disposition of funds received (i.e., daily time and attendance records; the total cost of the project; receipts for expenditures); the portion of the project supplied by other sources; and other records. Progress reports are to be submitted in a calendar quarter basis, regardless of the start date of the subgrant project. These reports must provide an update on the project's objectives. Failure to submit these reports in a timely manner will delay any reimbursements submitted within the grant period. See table below for the progress reports due dates:

Report Period	**Due on or before the following dates**
October 1st through December 31st	January 15th
January 1st through March 31st	April 15th
April 1st through June 30th	July 15th
July 1st through September 30th	October 15th

Note: Any subrecipient receiving Byrne JAG funding will be required to enter the quarterly reporting data into the Bureau of Justice Assistance (BJA) Performance Measurement Tool (PMT).

This ‘Request for Application’ does not indicate acceptance or approval of any application in response to this request. No grant or contract payment can be made until an agreement has been fully executed. Therefore, no work shall begin on projects selected for funding until an executed grant agreement or professional services contract has been received. All awards are contingent upon state receipt of Federal funds awarded.

REQUEST FOR APPLICATIONS
EQUIPMENT GRANTS

Edward Byrne Memorial JAG Fund

Alabama Department of Economic and Community Affairs

Alabama Department of Economic and Community Affairs

Law Enforcement and Traffic Safety Division

Issue Date: October 1, 2025
Application Due Date: October 31, 2025

U.S. Department of Justice-Bureau of Justice Assistance

The Alabama Department of Economic and Community Affairs (ADECA), Law Enforcement and Traffic Safety (LETS) Division is seeking applications for the Edward Byrne Memorial Justice Assistance (JAG) Grant. The Alabama Department of Economic and Community Affairs (ADECA) is making federal Justice Assistance Grant (JAG) funds available for subgrants in the following area: **Equipment**.

- **Entities may submit ONE application for up to $50,000.00**

  NOTE: This RFA is for allowable equipment grant applications only, by units of local government that do not receive direct awards from BJA, on behalf of their law enforcement agencies. Please contact us if you are unsure whether your jurisdiction qualifies.

Award Period:
The award period will tentatively run from January 1, 2026, until September 30, 2026. The official start date will be contingent upon a fully executed award. Continued funding will be contingent upon the availability of funds, continuous compliance with grant management requirements, project success, and future applications.

Submission Information:
For FY 2026, applicants will complete and submit their Byrne JAG applications in Alabama Grants at https://grants.alabama.gov/.

Applicants must submit the full application by **October 31, 2025, at 5:00pm, i**n Alabama Grants.

System Registration:
- Navigate to https://grants.alabama.gov/
- Have an Authorized Official (AO) for your organization register as a new user.
- Complete and submit a registration request.
- Wait for an email confirmation granting access to the system.
- After receiving the confirmation, your AO can login to the system and designate access to your organizational account to other staff members as appropriate. (See the Grantee Admin Manual or Grantee Admin Training Video under the Alabama Grants' Training Materials section)

Based on the organization type selected under the organization profile, a user will see any available funding opportunities under the "My Opportunities" panel of the user's dashboard.

Contact Information:
For assistance with technical issues, such as forgetting username and/or password, adding dashboard panels, or navigating the website in Alabama Grants, contact the Agate Software Helpdesk at helpdesk@agatesoftware.com or at 1 (800) 820-1890. The Agate Software Helpdesk operates 7:00 a.m. to 7:00 p.m. CST Monday – Friday.

For assistance with the requirements of this request for application, please submit your questions to:

John Rogers, Justice Programs Supervisor at John.Rogers@adeca.alabama.gov or at (334) 242-5831.

If an applicant experiences technical issues with Alabama Grants and is unable to submit its application by the deadline, the applicant must document the issue and email the contacts identified above before the application deadline.

PART I – FUNDING OPPORTUNITY DESCRIPTION

H. BACKGROUND ON THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM:

Named after Edward "Eddie" R. Byrne, an officer in the New York City Police Department who was murdered while protecting a witness in a drug case, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the leading federal source of criminal justice funding to state and local jurisdictions. Administered by the Bureau of Justice Assistance (BJA), the JAG Program provides states, territories, tribes, and local governments with critical funding necessary to support a range of program areas.

The JAG Program is authorized by Title I of Public Law 90–351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C (a).

I. ELIGIBLE ORGANIZATIONS:

Jurisdictions that do not qualify for direct Byrne Justice Assistance Grant (JAG) funding may qualify for this funding. The state receives and makes these funds available to units of local governments who fall below the formula-based allocation.

J. COSTS GENERALLY UNALLOWABLE:

The following services, activities, and costs, although not exclusive, **cannot** be supported with Byrne JAG funds at the subrecipient level. The JAG statute, at 34 U.S.C. § 10152(d), specifically identifies a list of prohibited items. JAG funds provided under this part may NOT be used, directly or indirectly, to provide any of the following matters:

2) Any security enhancements or any equipment listed as "strictly prohibited" on the BJA Prohibited Expenditure Guidance to any nongovernmental entity that is not engaged in criminal justice or public safety.

2) Unless the U.S. Attorney General certifies that extraordinary and exigent circumstances exist that make the use of such funds to provide such matters essential to the maintenance of public safety and good order—
a. vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft including UAVs or drones (excluding police helicopters);
b. luxury items;
c. real estate;
d. construction projects; or
e. any similar matters

Prohibited Expenditures Guidance: Edward Byrne Memorial Justice Assistance Grant (JAG) Program

K. RISK ASSESSMENTS:

Federal regulations require grantees to conduct a risk assessment of each application before an award can be made. A risk assessment must be based on each applicant with regard to current or previous funding, unresolved audit issues, delinquent programmatic and fiscal reporting, and prior performance. Applicants with any findings may carry special conditions such as increased monitoring and/or prohibitions on drawing funds until certain requirements are met. Applicants with substantial/persistent performance, or compliance issues, i.e., long-standing open audits or open criminal investigations, will possibly not receive an award until all issues are resolved. However, all assessments are unique and will be handled on a case-by-case basis.

L. REVIEW PROCESS:

Applications are carefully reviewed for completeness and to ensure that only projects with a significant chance of success are funded. All applications will be checked by ADECA staff to make sure they are complete. Complete applications will then continue to the risk assessment stage. After the risk assessment stage, applications will be reviewed by at least two program staff. Once an application is reviewed, a recommendation for funding may be made.

M. APPLICATION SECTIONS:

General Instructions for New Applicants:
To complete an application for Byrne JAG funding you must register with Alabama Grants. Instructions are listed on page 2.

After successfully registering in the system, an Authorized Official can add new members through the Organizational Members section. Each agency member can be assigned one of three roles:

Subrecipient Viewer, Subrecipient Staff, and Subrecipient Admin. The role of a Subrecipient Viewer only allows individuals in those roles to view information within the system. The role of Subrecipient Staff allows individuals to enter or alter information but does not have the ability to submit or accept documents. The role of Subrecipient Admin will receive full access within the system.

Any application or documentation in support of an application not submitted in Alabama Grants will not be accepted for review. The LETS Division reserves the right to reject any incomplete application without review.

General Instructions for Previous Applicants

Navigate to https://grants.alabama.gov.

After logging in, you will arrive at your personal dashboard. Here you will see the 'My Tasks', 'My Opportunities', and 'Announcements' panels. The 'My Opportunities' panel is where you find links to complete applications for different funding opportunities. Funding opportunities will only be seen once the period opens for application and will disappear once the application period closes. After you select the funding opportunity, you will select whether you agree or decline to begin the selected application. This is also where you can elect to copy your previous application forward. After you agree to begin the application, you will be directed to application landing page where you can begin completing the application. On your dashboard, your application will be found in the 'My Tasks' panel, where it can be accessed until you submit or cancel the application. As you complete your application it is imperative that the application be clear, complete, and concise. If the project is not adequately described in the application, it will be impossible to conduct a thorough review of the application. Each narrative should be presented in a manner that is easily understood.

- **Match Requirement.** There is currently no match requirement for Byrne JAG funding, however, proposed projects must stand alone. If requested grant funds do not comprise the entire project budget, other necessary funds to fully complete project must be described, included in budget. Documentation of other funding commitments must be included as an attachment or application may be rejected without consideration.
- **Record Keeping.** Subrecipients must maintain records that clearly show the source, amount, and the allocation date. Backup documentation must be submitted with claims.

PART II – AWARD INFORMATION

F. ESTIMATED FUNDING:

ADECA will award federal funds. Applicants may submit **only one application** for up to $50,000.00. This is a competitive solicitation in which each applicant will be competing against other applicants. Grants may be funded in full or in part, based on the number of qualifying applications, available funding, and geographical representation. Each submitted grant application will be rated on its quality and adherence to these guidelines.

The following factors may also be considered in the evaluation of applications:

- Ability to complete the project in a timely manner.
- Project has a plan for self-sufficiency and sustainability beyond possible grant funding.
- Design Quality of the Applications – The application is clearly written, supported by facts, and contains **measurable** objectives and performance indicators.
- Performance Indicators – The indicators match objectives and are useful measurements to assess the effectiveness of the project. The project has additional measures for evaluating project impact.
- Other Relevant Factors and Requirements – Past or current grant performance maybe considered where appliable. The application must contain all relevant documentation.

G. PERIOD OF PERFORMANCE:

It is anticipated that the project period will start January 1, 2026, and will end September 30, 2026.

H. AWARD TERMS AND CONDITIONS

All terms and conditions of an award shall be set forth in an agreement between selected applicants and ADECA.

I. FINANCIAL ACCOUNTING PRACTICES:

The following is a list of questions that applicants will need to consider when applying for Federal funding. *Note: All answers should be an affirmative response and applicants must have documentation supporting each response. ADECA may request a copy of supporting documentation as to any and/or all responses during the application/award process or as part of the grant monitoring process.*

1. Will all funds awarded under this program be maintained in a manner that they will be accounted for, separately and distinctly, from other sources of revenue/funding?

2. Does the applicant have written accounting policies and procedures? How often are these policies and procedures updated? Please provide a brief list of the topics covered in the organization's policies and procedures. ADECA may request a copy for review during the application/award process or as part of the grant monitoring process.

3. Is the applicants' financial management system able to track actual expenditures and outlays with budgeted amounts for each grant or subgrant?

4. Does the applicant have effective internal controls in place to adequately safeguard grant assets and to ensure that they are used solely for authorized purposes?

5. Does the applicant have a documented records retention policy?

6. Is the individual primarily responsible for fiscal and administrative oversight of grant awards familiar with the applicable grants management rules, principles, and regulations including the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2

CFR Part 200) issued on December 26, 2013.

7. Are the officials and governing body of the organization bonded?

J. GRANT REPORTING REQUIREMENTS:

Recipients are required to maintain appropriate programmatic and financial records that fully disclose the amount and disposition of funds received (i.e., daily time and attendance records; the total cost of the project; receipts for expenditures); the portion of the project supplied by other sources; and other records. Progress reports are to be submitted in a calendar quarter basis, regardless of the start date of the subgrant project. These reports must provide an update on the project's objectives. Failure to submit these reports in a timely manner will delay any reimbursements submitted within the grant period. See table below for the progress reports due dates:

Report Period	**Due on or before the following dates**
October 1st through December 31st	January 15th
January 1st through March 31st	April 15th
April 1st through June 30th	July 15th
July 1st through September 30th	October 15th

Note: Any subrecipient receiving Byrne JAG funding will be required to enter the quarterly reporting data into the Bureau of Justice Assistance (BJA) Performance Measurement Tool (PMT).

This 'Request for Application' does not indicate acceptance or approval of any application in response to this request. No grant or contract payment can be made until an agreement has been fully executed. Therefore, no work shall begin on projects selected for funding until an executed grant agreement or professional services contract has been received. All awards are contingent upon state receipt of Federal funds awarded.

RESOLUTION NO. 1563-2025

A RESOLUTION AUTHORIZING THE SPANISH FORT POLICE CHIEF TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE ALABAMA LAW ENFORCEMENT AGENCY AND THE SPANISH FORT POLICE DEPARTMENT

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 Spanish Fort Police Chief to execute a Memorandum of Agreement between the Alabama Law Enforcement Agency (ALEA) and the Spanish Fort Police Department. The purpose of this Agreement is to establish a joint multi-agency working group between ALEA and the Spanish Fort Police Department intended to combat the exploitation of children by using the Internet or other electronic means. This working group will be known as the Alabama Internet Crimes Against Children ("ICAC"') Task Force. A copy of the proposed Agreement is attached hereto as Exhibit A.

SECTION 2. The Agreement shall be executed by the Spanish Fort Police Chief 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

Exhibit 1

Memorandum of Agreement

Between

The Alabama Law Enforcement Agency

Internet Crimes Against Children Unit

And

The Spanish Fort Police Department

This Agreement is entered into by and between the Alabama Law Enforcement Agency (“ALEA”) and the Spanish Fort Police Department (“affiliate” or “affiliate agency”) pursuant to Code of Alabama, 1975, § 41-19-10(e).

I. Purpose:

The purpose of this Agreement is to establish a joint multi-agency working group between ALEA and the Spanish Fort Police Department intended to combat the exploitation of children by using the Internet or other electronic means. This working group will be known as the Alabama Internet Crimes Against Children ("ICAC"") Task Force.

II. Period of Performance:

This Agreement shall be effective upon signature of all parties and will continue in effect for a term no longer than four (4) years. The period will run concurrently with the active grant as administered through the Office of Juvenile Justice and Delinquency Prevention (“OJJDP”), Grant No. 1699-T699-4ICA. Either party may terminate this Agreement for any reason by providing thirty (30) days' written notice to the other party.

III. Standard Terms and Conditions:

Any amendment to this Agreement shall be made in writing and will become effective upon the signature of all parties.

Failure of either party to abide by and comply with the terms and conditions of this Agreement shall provide grounds for immediately terminating this Agreement. Should a party default on its obligations under this Agreement, the other party may give written notice to the defaulting party of the nature of the default and the expected remedy. The defaulting party shall respond in writing within ten (10) days of receiving the written notice of default; however, this provision shall in no way limit a party from seeking immediate termination for default.

The parties hereto are separate and distinct entities. The relationship established herein is purely contractual. Employees of the parties are not considered to be officers, agents, volunteers, or employees of the other party, and each party takes responsibility only for the acts and omissions of its employees.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is to file a claim with the Alabama Board of Adjustment. For any and all other disputes arising under the terms of this Agreement which negotiation does not resolve, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

If any provision of this Agreement is declared void, unenforceable, or against public policy, or if any provision shall contravene any state or federal statute or constitutional provision or amendment, either now in effect or which may be enacted during the course of the Agreement, the provision shall be modified to reflect the parties' intention(s) and all remaining provisions shall remain in full force and effect. Invalidation or unenforceability of any part or portion of this Agreement will not invalidate the remainder of the Agreement, and the remaining portions shall remain in full force and effect, deemed to be written, construed, and enforced as so limited. In any event, this Agreement will be interpreted as far as possible to give effect to the parties' intent.

It is agreed the terms, conditions, and commitments contained herein shall not be constituted a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment XXVI.

This Agreement is subject to the appropriation of funds to ALEA to fulfill obligations laid out herein and will be subject to termination if such funds cease to be available. Should funding or service requirements relative to any executed agreements be altered, those agreements may be amended accordingly. In the event of the proration of the fund from which payment under any agreement is to be made, that agreement will be subject to termination. Each party agrees to use its best efforts to secure sufficient appropriations to fund any executed agreement. However, ALEA's obligations under any executed agreement will cease immediately without penalty or further payment being required if the Alabama Legislature fails to make a sufficient appropriation. ALEA will determine whether amounts appropriated are sufficient. ALEA will give the other party written notice of insufficient funding as soon as practicable after becoming aware of the insufficiency, and ALEA's obligation to perform will immediately cease.

This Agreement shall be governed by the laws of Alabama as to interpretation, construction, and performance. Compliance hereunder will be performed in accordance with applicable state and federal law, statutes, provisions, and regulations, as well as any federal court orders that pertain to ALEA and/or the State of Alabama to which ALEA is required to adhere.

The parties hereto understand and agree this Agreement shall not be assigned to any other person, group, organization, department, agency, entity, etc., without ALEA's express written approval. Any such approval shall not be considered a waiver by either party.

The terms and provisions of this Agreement shall apply to and be binding upon and inure to the benefit of the parties hereto. Failure of either party to insist upon strict compliance with the Agreement's terms and conditions or strict performance hereunder shall not constitute or be construed as a waiver or relinquishment of either party's right to enforce the same in accordance with the Agreement. Any waiver of the terms of this Agreement shall be invalid unless such waiver is in writing and signed by the waiving party. A waiver in one instance shall not be deemed a continuing waiver unless expressly stated in writing and signed by the waiving party. The parties are responsible for total performance.

Notwithstanding any provision of this Agreement and any incorporations or amendments hereto, the parties do not release or waive, expressly or impliedly, their right to assert sovereign immunity or any other affirmative defense/right they may have under the law.

The parties agree and hereby acknowledge that all terms, covenants, and conditions, or actions taken under this Agreement shall comply with all applicable state, federal, or local laws, including the Alabama Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended. By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within Alabama. Furthermore, a contracting party found to have violated this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

In compliance with Ala. Act 2016-312, the affiliate agency hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

In compliance with Ala. Act 2023-409, by signing this Agreement, the affiliate agency provides written verification that the affiliate agency, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

The parties acknowledge and understand this Agreement is not effective until it receives all requisite approvals, and that service/performance shall not begin until this Agreement is fully executed. This Agreement shall take effect immediately upon signature of the parties.

This Agreement shall constitute the entire agreement of the parties, and there are no other promises or conditions, oral or written, unless the parties otherwise mutually agreed upon those promises or conditions in writing.

IV. Jurisdiction:

The ICAC Task Force is a statewide Task Force; however, the principal sites of task force activity by the affiliate agency will be within the jurisdictional areas of the respective members' law enforcement agency, consistent with the level of membership of that law enforcement agency and statutes governing mutual aid. Nothing in this Agreement shall otherwise limit or enhance the jurisdiction and powers normally possessed by an employee as a member of the employee's agency.

V. Records, Reports and Presentations:

- The parties will coordinate and forward information through the ICAC Task Force, or as directed, by the Office of Juvenile Justice Delinquency Prevention ("OJJDP"').
- The U.S. Department of Justice Internet Crimes Against Children Task Force Review Board reviews proposed undercover operations for compliance with federal guidelines. If applicable, each party to this Agreement must submit a brief report to the Board listing all current undercover online operations. Any additional online undercover operations to be developed must be approved as outlined in the ICAC Task Force Program Guidelines.
- No later than the 10th day of each month, the affiliate agency will submit a monthly activity report pertaining to ICAC cases to ALEA for consolidation and reporting to OJJDP.
- As directed by ALEA, the affiliate agency shall maintain information necessary to enable compliance with this Agreement and any other federal grant guideline subject to this operation, as well as any ICAC Review Board recommendations.
- All records, reports, and presentations shall be consistent with grant guidelines and approved ALEA/ICAC protocols and procedures.

VI. OJJDP Internet Crimes Against Children Task Force Program Guidelines:

The parties to this Agreement acknowledge that they received and reviewed the attached OJJDP ICAC Task Force Program (Operational and Investigative Standards) Guidelines which are hereby incorporated by reference. These guidelines specify how the parties may conduct ICAC Task Force investigations, and by entering into this Agreement, the parties agree to abide by all covenants, restrictions, limitations, and guidelines contained therein and conduct all investigations in accordance thereto.

VII. Equipment and Training:

When funding is available, ALEA may provide limited training and equipment. Any equipment provided pursuant to this Agreement shall only be used for ICAC investigations. All Task Force affiliates will have access to ICAC training through Fox Valley Technical College (“"FVTC”"), which currently provides free tuition and lodging to investigators chosen for a class. However, due to budget constraints, FVTC reserves the right to terminate free tuition and lodging without notice. The affiliate agency must cover all other expenses. Any other expenses must be coordinated and receive prior approval from the ALEA ICAC Task Force Commander.

Any and all equipment provided to the affiliate agency remains property of ALEA. The affiliate agency shall maintain any and all equipment in good repair and will also maintain an inventory of all said equipment.

VIII. Failure to Follow Agreement Guidelines:

Any affiliate agency who fails to follow any of the above-stated guidelines and/or ICAC Operational and Investigative Standards as determined by ALEA will be deemed to have violated the Agreement and shall be subject to termination pursuant to the terms outlined therein. Any equipment issued by ALEA, including a copy of the equipment inventory, shall be immediately returned to ALEA.

(Intentionally Left Blank)

IN WITNESS WHEREOF, and as evidenced by their authorized signatures, the Alabama Law Enforcement Agency and the Spanish Fort Police Department agree to the conditions of this Agreement as set forth above.

______________________________	______________________________
Hal Taylor, Secretary Alabama Law Enforcement Agency	Chief John Barber
______________________________	______________________________
Date	Date

Approved as to form:

____
Legal Counsel
Alabama Law Enforcement Agency

RESOLUTION NO. 1564-2025

A RESOLUTION ACCEPTING A DONATION OF A KUBOTA TRACTOR

WHEREAS, the City of Spanish Fort, Alabama is a municipal corporation created under the laws of the State of Alabama; and

WHEREAS, the City of Spanish Fort is an entity described in Section 170(c) (1) of the Internal Revenue Code; and

WHEREAS, _____________ currently owns One (1), Kubota tractor, Model No.:________________, Serial Number: __________________; and

WHEREAS, ___________________ wishes to donate and transfer said tractor to The City of Spanish Fort without consideration of any kind or manner.

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

SECTION 1. That the City of Spanish Fort hereby accepts the gratuitous donation and transfer of certain personal property from ___________________, said property being more particularly described as set forth above. _______ will provide the City with a Bill of Sale following the City Council's acceptance of the donation and the adoption of this Resolution.

SECTION 2. That the City of Spanish Fort hereby certifies that ________________ has not been provided any goods or services or any other inducements in return for this gift.

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