

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

Regular Meeting
November 4, 2024
Spanish Fort Community Center
6:00 p.m.

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

Work Session October 21, 2024
Regular Meeting October 21, 2024
Work Session October 30, 2024

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

Congressman Jerry Carl has sent out a survey to Spanish Fort residents asking for feedback about our postal service. Please check your email inbox and fill out the survey. If you did not receive a survey, please send your comments to jerry.carl@mail.house.gov. It is important the Congressman and his staff receive your feedback.

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

Please join the City of Spanish Fort as we break ground on the construction of the new Spanish Fort Fire Rescue Station Number 1. Groundbreaking ceremonies will be held on Friday, November 8, 2024, at 10:00 a.m. at the future Fire Station No. 1 location at the intersection of Highway 31 and Wayside Drive.

- IX. OLD BUSINESS
- X. NEW BUSINESS

Promotion Ceremony for Fire Department Employee

Swearing in of City Employee as Code Enforcement Officer

Ordinance No. 677-2024-----An Ordinance Establishing a Procurement Policy for the City of Spanish Fort

Ordinance No. 685-2024-----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort Changing the Zoning Classification of Certain Property Located Near the Intersection of Alabama Highway 225 and U.S. Highway 31 and Bearing Tax Parcel No. 05-32-09-38-0-001.024 from R-1 to B-3 and the Property Bearing Tax Parcel No. 05-32-09-30-1-002-002.000 from B-2 to B-3

Ordinance No. 686-2024-----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort Changing the Zoning Classification of Certain Property Located at 6625 Spanish Fort Blvd.,

Spanish Fort, Alabama, and Bearing Tax Parcel No. 05-32-09-30-1-002.002.003 from B-2 to B-3

Ordinance No. 687-2024-----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort Extending the Rezoning of Certain Properties Described as Lots 4, 5, 6, 7, 8, 10 and 11 of Woodside Business Park, Spanish Fort, Alabama from R-1 to B-2

Resolution No. 1455-2024-----A Resolution Awarding A Bid for Disaster Debris Removal and Disposal Services for the City of Spanish Fort, Alabama

Resolution No. 1456-2024-----A Resolution Authorizing the Mayor to Enter into an Agreement with Pool Services Techs, LLC

Resolution No. 1457-2024----A Resolution Authorizing the Mayor to Execute an Agreement for Professional Services with Avizo Group, Inc.

Resolution No. 1458-2024----A Resolution Amending the Employee Pay Classification Guidelines

Resolution No. 1459-2024-----A Resolution Authorizing the Mayor to Execute an Agreement for Engineering Services Between the City of Spanish Fort, Alabama, and Goodwyn, Mills and Cawood, LLC

Resolution No. 1460-2024-----A Resolution Authorizing the Mayor to Execute an Agreement with Goodwyn, Mills and Cawood for Engineering Services for the 2024 Resurfacing of Various Streets in the City of Spanish Fort, Alabama

Resolution No. 1461-2024-----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

XI. ADJOURN TO NEXT MEETING
Work Session and Regular Meeting, November 18, 2024

**Spanish Fort City Council
Minutes, Regular Meeting, October 21, 2024**

CALL TO ORDER

The City Council of the City of Spanish Fort, Alabama, met Monday, October 21, 2024, at 6:00 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

ROLL CALL

The following Councilmembers were present: Curt Smith, Carl Gustafson, Shane Perry, Mary Brabner and Mayor McMillan. Former Councilmember J. R. Smith also attended the meeting.

INVOCATION AND PLEDGE OF ALLEGIANCE

Former Councilmember J. R. Smith led the invocation and Pledge of Allegiance.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

The minutes of the Meeting and Work Session of October 7, 2024, were distributed to each member, and Mayor McMillan called for any corrections. No corrections being offered, Mayor McMillan declared the minutes approved as written.

REPORTS OF COMMITTEES AND OFFICERS

Fire Chief Roger Few reported that the Spanish Fort Fire Rescue Department annual Public Safety Day held on Saturday, October 19, 2024, was a success with over 800 people attending. Chief Few invited the public to attend the groundbreaking for the new Fire Station Number 1 on Friday, November 8, 2024, at 10:00 a.m. at the location of the future station at the corner of Wayside Drive and Highway 31.

Councilmember Gustafson reported that the Junior City Council is planning a fall market and street fair on Saturday, November 16, 2024, at the Eastern Shore Centre. Vendors are welcome to apply by contacting the Junior City Council.

PUBLIC PARTICIPATION

There was none.

ANNOUNCEMENTS

Congressman Jerry Carl has sent out a survey to Spanish Fort residents asking for feedback about our postal service. Please check your email inbox and fill out the survey. If you did not receive a survey, please send your comments to jerry.carl@mail.house.gov. It is important the Congressman and his staff receive your feedback.

Effective October 15, 2024, long-time City Councilmember J. R. Smith has resigned to move to a new home outside the Spanish Fort City Limits. As a result, the City Council seat for District 4 will be vacant. The City Council will appoint an elector residing in District 4 to fill the remainder of the term, which expires on November 3, 2025. This position is open to resident electors of Spanish Fort City Council District 4 who wish to be represent District 4 on the Spanish Fort City Council. The City Council serves as the legislative body of the City of Spanish Fort. Regular Council meetings are held on the first and third Mondays of each month at 6:00 p.m., with a scheduled work session preceding the Council meeting at 4:00 p.m. Other special meetings or work sessions are held as needed. If you wish to be considered, please mail or bring your resume to the Spanish Fort Community Center, 7361 Spanish Fort Blvd., Spanish Fort, Alabama 36527, or email to City Clerk, Rebecca A. Gaines at cityclerk@cityofspanishfort.com. The Spanish Fort City Council will fill the appointment at an upcoming meeting. Resumes should be received by November 4, 2024, at 1:00 p.m. A map of the District 4 limits may be found on the City's website under the Planning and Zoning section of the website, or by contacting the City Clerk's office at 251-626-4884.

OLD BUSINESS

There was none.

NEW BUSINESS***Proclamation of the Week of October 20-26 as Friends of the Libraries Week in the City of Spanish Fort***

Mayor McMillan issued a proclamation proclaiming the Week of October 20-26, 2024, as Friends of the Libraries Week in the City of Spanish Fort. David Conner read the proclamation. Mayor McMillan presented the proclamation to Librarian Shanavia Reed and representatives from the Friends of the Spanish Fort Public Library, including President Carrie Green, Pete O'Neal and Sonya Hess Van Cleave.

Proclamation of the Month of October 2024, as Dysautonomia Awareness Month in the City of Spanish Fort

Mayor McMillan issued a proclamation proclaiming the Month of October 2024, as Dysautonomia Awareness Month in the City of Spanish Fort. David Conner read the proclamation. Mayor McMillan presented the proclamation to Lillie Conner on behalf of all who suffer from dysautonomia.

Proclamation of October 21, 2024, as J. R. Smith Day in the City of Spanish Fort.

Mayor McMillan issued a proclamation proclaiming October 21, 2024, as J. R. Smith Day in the City of Spanish Fort. David Conner read the proclamation. Mayor McMillan presented the proclamation to Mr. Smith and Mayor and City Council thanked Mr. Smith for his years of service to the City of Spanish Fort as a member of the City Council, Planning Commission, Library Board and for his numerous other contributions to the City.

Ordinance No. 677-2024

Mayor McMillan presented Ordinance No. 677-2024, an Ordinance establishing a procurement policy for the City of Spanish Fort. David Conner explained the proposed Ordinance. Discussion followed.

Ordinance No. 679-2024

Mayor McMillan presented Ordinance No. 679-2024, an Ordinance authorizing the Mayor to execute a Memorandum of Understanding between the Baldwin County Commission, Baldwin County Sheriff's Office, Baldwin County Board of Education and the City of Spanish Fort. David Conner announced he had a conflict of interest on the matter. David Conner explained the proposed Ordinance. Discussion followed.

A motion was made by Councilmember Perry and seconded by Councilmember Curt Smith to adopt Ordinance No. 679-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, Brabner, and Mayor McMillan. Voting "nay" were none. Mayor McMillan declared the Ordinance adopted.

Ordinance No. 680-2024

Mayor McMillan presented Ordinance No. 680-2024, an Ordinance establishing rules and regulations for Spirit Park in the City of Spanish Fort. David Conner explained the proposed Ordinance. Discussion followed.

A motion was made by Councilmember Brabner and seconded by Councilmember Gustafson to adopt Ordinance No. 680-2024, as amended, to include language prohibiting the use of certain types of shoes on tennis courts. Discussion followed. Mayor McMillan called for a polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, Brabner, and Mayor McMillan. Voting "nay" were none. Mayor McMillan declared the Ordinance adopted.

Ordinance No. 681-2024

Mayor McMillan presented Ordinance No. 681-2024, an Ordinance establishing rules and regulations for Integrity Park in the City of Spanish Fort. David Conner explained the proposed Ordinance. Discussion followed.

A motion was made by Councilmember Curt Smith and seconded by Councilmember Brabner to adopt Ordinance No. 681-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Brabner, and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Ordinance adopted.

Ordinance No. 682-2024

Mayor McMillan presented Ordinance No. 682-2024, an Ordinance granting a non-exclusive franchise to Uniti Fiber GulfCo., LLC, for the purpose of maintaining fiber optics transmission lines within the public rights-of-way in the City of Spanish Fort, Alabama. David Conner explained the proposed Ordinance and presented amendments to the proposed Ordinance. Discussion followed. Mayor McMillan opened the public hearing. There were no speakers. Mayor McMillan closed the public hearing.

A motion was made by Councilmember Gustafson and seconded by Councilmember Perry to adopt Ordinance No. 682-2024, as amended. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Brabner, and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Ordinance adopted.

Ordinance No. 683-2024

Mayor McMillan presented Ordinance No. 683-2024, an Ordinance granting a non-exclusive franchise to Southern Light, LLC, for the purpose of maintaining fiber optics transmission lines within the public rights-of-way in the City of Spanish Fort, Alabama. David Conner explained the proposed Ordinance and presented amendments to the proposed Ordinance. Discussion followed. Mayor McMillan opened the public hearing. There were no speakers. Mayor McMillan closed the public hearing.

A motion was made by Councilmember Curt Smith and seconded by Councilmember Gustafson to adopt Ordinance No. 683-2024, as amended. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Brabner, and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Ordinance adopted.

Ordinance No. 685-2024

Mayor McMillan introduced Ordinance No. 685-2024, an Ordinance amending Ordinance No. 51-96 of the City of Spanish Fort changing the zoning classification of certain properties located near the intersection of Alabama Highway 225 and U.S. Highway 31 and bearing Tax Parcel No. 05-32-09-38-0-001.024 from R-1 to B-3 and the property bearing Tax Parcel No. 05-32-09-30-1-002-002.000 from B-2 to B-3. David Conner explained the proposed Ordinance. Discussion followed. Mayor McMillan announced that a public hearing will be held during the Monday, November 18, 2024, City Council meeting to hear comments from those in favor of or opposed to the proposed Ordinance.

Ordinance No. 686-2024

Mayor McMillan introduced Ordinance No. 686-2024, an Ordinance amending Ordinance No. 51-96 of the City of Spanish Fort changing the zoning classification of certain property located at 6625 Spanish Fort Blvd., Spanish Fort, Alabama, and bearing Tax Parcel No. 05-32-09-30-1-002.002.003 from B-2 to B-3. David Conner explained the proposed Ordinance. Discussion followed. Mayor McMillan announced that a public hearing will be held during the Monday, November 18, 2024, City Council meeting to hear comments from those in favor of or opposed to the proposed Ordinance.

Resolution No. 1451-2024

Mayor McMillan presented Resolution No. 1451-2024, a resolution authorizing the Mayor to enter into a contract for services between the City of Spanish Fort, Alabama, and the Consultant for Park

and Recreation Activities to the City Council. David Conner explained the proposed resolution. Discussion followed.

A motion was made by Councilmember Gustafson and seconded by Councilmember Brabner to adopt Resolution No. 1451-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1452-2024

Mayor McMillan presented Resolution No. 1452-2024, a resolution amending the Employee Pay Classification Guidelines. David Conner explained the proposed resolution. Discussion followed.

A motion was made by Councilmember Perry and seconded by Councilmember Curt Smith to adopt Resolution No. 1452-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1454-2024

Mayor McMillan introduced Resolution No. 1454-2024, a resolution declaring a vacancy in Spanish Fort City Council District 4. David Conner explained the proposed resolution. Discussion followed.

A motion was made by Councilmember Brabner and seconded by Councilmember Curt Smith to adopt Resolution No. 1454-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1455-2024

Mayor McMillan introduced Resolution No. 1455-2024, a resolution awarding a bid for disaster debris removal and disposal services for the City of Spanish Fort, Alabama. David Conner explained the proposed resolution. Discussion followed.

Resolution No. 1456-2024

Mayor McMillan introduced Resolution No. 1456-2024, a resolution authorizing the Mayor to Enter into an Agreement with Pool Services Techs, LLC. David Conner explained the proposed resolution. Discussion followed.

Resolution No. 1457-2024

Mayor McMillan introduced Resolution No. 1457-2024, a resolution authorizing the Mayor to execute an agreement for professional services with Avizo Group, Inc. David Conner explained the proposed resolution. Discussion followed.

ADJOURNMENT

There being no further business before the Council, the meeting adjourned at 6:40 p.m.

Approved this ____ day of November, 2024.

Rebecca A. Gaines
City Clerk.

Spanish Fort City Council

Minutes, Work Session, Monday, October 21, 2024

The City Council of the City of Spanish Fort, Alabama, met October 21, 2024, at 4:04 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

The following Councilmembers were present: Curt Smith, Carl Gustafson, Shane Perry, Mary Brabner and Mayor McMillan. Former Councilmember J. R. Smith was also present. 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 Gustafson and seconded by Councilmember Perry to go into executive session at 5:09 p.m. to discuss the aforementioned matters. Mayor McMillan called for the polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan announced that the executive session would last approximately 45 minutes and that the Work Session would resume upon the conclusion of the executive session.

The Council reconvened at 5:45 p.m.

The Council discussed general municipal business.

There being no further business before the Council, the work session adjourned at 5:47 p.m.

Approved this _____ day of November, 2024.

Rebecca A. Gaines, CMC
City Clerk

Spanish Fort City Council

Minutes, Work Session, Monday, October 30, 2024

The City Council of the City of Spanish Fort, Alabama, met October 30, 2024, at 5:00 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

The following Councilmembers were present: Curt Smith, Carl Gustafson, Shane Perry, Mary Brabner and Mayor McMillan. Former Councilmember J. R. Smith was also present. A quorum being present, the work session proceeded.

Mayor McMillan stated that due notice of the time, place and purpose of this meeting had been given to all members of the City Council and that each member had signed the acceptance of service of said notice, waiving all irregularities, if any, in said notice. The notice and acceptance of service and waiver signed by each member was ordered inserted in the minutes of this meeting at the end thereof. (See Exhibit 1 to these minutes).

The Council discussed general municipal business and interviewed candidates for the position of Prosecutor for Spanish Fort Municipal Court.

City Attorney David Conner made a recommendation that the City Council go into executive session in accordance with the Alabama Open Meetings Act to discuss the general reputation and character of certain individuals and, subject to the limitations set out therein, to discuss the job performance of certain public employees; and to discuss the legal ramifications of and legal options for pending litigation, controversies not yet being litigated, but imminently likely to be litigated, or imminently likely to be litigated if the governmental body pursues a proposed course of action. Mr. Conner made an oral declaration that the exceptions under the Open Meetings Act are applicable to the planned discussion. A motion was made by Councilmember Curt Smith and seconded by Councilmember Perry to go into executive session at 7:33 p.m. to discuss the aforementioned matters. Mayor McMillan called for the polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan announced that the executive session would last approximately 25 minutes and that the Work Session would adjourn at the conclusion of the executive session.

There being no further business before the Council, the work session adjourned at 8:05 p.m.

Approved this _____ day of November, 2024.

Rebecca A. Gaines, CMC
City Clerk

ORDINANCE NO. 677-2024

AN ORDINANCE ESTABLISHING A PROCUREMENT POLICY FOR THE CITY OF SPANISH FORT, ALABAMA

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

SECTION 1. Definitions.

The following terms shall have the meaning ascribed to them herein unless the context clearly indicates otherwise:

- (1) *Emergency purchase.* A purchase made without following normal purchasing procedures in order to obtain goods or services to meet an urgent and unexpected requirement where health and public safety or the conservation of public resources are at risk.
- (2) *Public works contract.* A contract between the city and a contractor pursuant to Code of Ala. 1975, § 32-2-1 et seq., for the construction, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, bridges, docks, underpasses, and viaducts as well as any other improvement to be constructed, repaired, renovated, or maintained on public property and to be paid, in whole or in part, with public funds or with financing to be retired with public funds.
- (3) *Purchase order.* A written authorization on a form approved by the City Clerk/Treasurer for a vendor to provide materials, equipment, supplies, other personal property, or services to be paid for with city funds at a specified price over a specified time period. Acceptance of the purchase order constitutes a purchase contract and is legally binding on all parties. Each Department shall maintain a number system for purchase orders so that each purchase order has a unique identifying number.
- (4) *Sole source.* Those goods and/or services authorized to be purchased without competitive bid pursuant to applicable provisions of Code of Ala. 1975, § 41-16-51(13).
- (5) *State bid limit.* The ceiling amount, as authorized by Code of Ala. 1975, § 41-16-50, above which all purchases of labor, services, work, or for the purchase of materials, equipment, supplies or other personal property within a fiscal year (with the exception of public works contracts and contracts for professional services exempt from the bid law), are required to be competitively bid before a purchase order can be obtained from the purchasing division.

SECTION 2. Purchasing Generally.

- (a) The provisions herein establish policies regulating the procedures to be followed in the purchase of materials, equipment, supplies, other personal property, or services, depending on the costs of the items to be purchased.
- (b) The splitting of purchases into smaller orders to avoid these requirements is strictly prohibited.
- (c) A purchase order will be generated and signed by the Mayor or his designee under the established procedures.
- (d) The purchasing procedure provisions hereof do not apply to public works contracts made pursuant to Code of Ala. 1975, § 32-2-1 et seq., or to contracts for the provision of professional services pursuant to Code of Ala. 1975, § 41-16-51, if authorized by the City Council.

SECTION 3. Purchase orders.

Except as otherwise stated herein, a purchase order signed by the Mayor or his or her designee is required in every instance in which there is a need to purchase materials, equipment, supplies, other personal property, or services with City funds exceeding five thousand dollars (\$5,000.00) per purchase, except for purchases made with an authorized city procurement credit card. Purchases made with an authorized city procurement card shall not exceed five thousand dollars (\$5,000.00). A signed purchase order must be received by a Department Head prior to placing any order exceeding five thousand dollars (\$5,000.00) with any vendor or supplier unless the purchase can be classified as an emergency.

The Mayor or his respective designees, may declare exceptions to the five thousand dollar (\$5,000.00) purchase order requirement and procurement card limit at his discretion for payment of invoices for recurring expenses such as, but not limited to, fuel, insurance premiums, licenses,

membership fees, and subscriptions. Utility payments and payments routinely withdrawn on a monthly or quarterly basis through an electronic funds withdrawal, such as monthly utility payments, tax payments, health insurance payments and/or retirement system payments do not require a purchase order.

Purchase orders will only be issued for the purchase of materials, equipment, supplies, other personal property, or services, pursuant to the provisions hereof for legitimate public purposes and solely for the use and benefit of the City and its operations and shall not inure to the private or personal benefit of any employee, person, firm or corporation.

Purchase Orders shall be initiated and properly documented by the requisitioning department head or his designee and sent to the City Clerk's office.

For items costing in excess of \$500.00, alternate price quotations must be obtained and attached to the Purchase Order from at least two (2) additional vendors to ensure the maximum value for each public dollar spent.

Nothing prohibits a department from submitting a requisition to the purchasing division of the department of accounting and finance and obtaining a purchase order to purchase items on behalf of the city should they desire to do so even though the same is not required.

SECTION 4. Purchases in excess of the state bid limit.

Departments seeking to purchase materials, equipment, supplies, other personal property, or services that may exceed the state bid limit pursuant to Code of Ala. 1975, § 41-16-50, and are not otherwise exempt pursuant to Code of Ala. 1975, § 41-16-51, (the bid law limit for heavy-duty off-highway construction equipment is as established by Code of Ala. 1975, § 41-16-52) within a fiscal year are required to competitively bid the purchase of said materials, equipment, supplies, other personal property, or services through the City Clerk's Office before a purchase order can be issued. Public works contracts and other items exempt from the Alabama bid law are exempt from this requirement. All public works contracts must be procured pursuant to Title 39 of Code of Alabama. Prior to initiating the procurement process for any public works contract, professional service contract, or other bid law exempt item, departments are required to contact the City Clerk's Office for instructions and guidance in the procurement process.

SECTION 5. Sole source purchases.

Purchase Orders may be submitted, and purchase orders may be issued for materials, equipment, supplies or other personal property, services and commodities in excess of the bid law limit for which there is only one vendor or supplier and contractual services and purchases of personal property which by their very nature are impossible to award by competitive bidding pursuant to Code of Ala. 1975, § 41-16-51(13). Provided; however, proper documentation and verification of the facts supporting the same shall be submitted to City Clerk's Office and approved by the Mayor and/or City Council.

Such documentation must demonstrate that the service, good or item sought to be acquired must be unique; that uniqueness must be substantially related to the intended purpose, use and performance of the service, good or item such that the department requesting the same must be able to show that other similar goods, services or items cannot perform the desired objectives.

SECTION 6. Emergency purchases.

In cases of emergency affecting the public health, safety or convenience, so declared in writing by the City Council, setting forth the nature of the danger to public health, safety or convenience involved in delay, requisitions may be submitted and purchase orders issued for the purchase of materials, services, equipment, supplies or other personal property to the extent necessary to meet the emergency without public advertisement pursuant to Code of Ala. 1975, § 41-16-53. Provided; however, proper documentation and verification of the facts supporting the same shall be submitted to the City Clerk's Office and approved by the Mayor and/or City Council.

SECTION 7. Administration

The City Clerk's Office, with the approval of the Mayor, is authorized to promulgate rules, regulations and policies in furtherance of the provisions hereof in order to implement the same. Violations of this article may result in discipline pursuant to Section 19-90.

SECTION 8. Contract procurement standards.

(a) *Contract procurements, generally.*

- (1) All procurements of professional service contracts shall comply with all applicable federal, state and local laws, rules and regulations. To the extent this chapter may conflict with any valid superseding federal or state law, it shall automatically conform to such federal or state law.
- (2) All procurements of public works construction and other non-professional service contracts shall comply with all applicable federal, state and local laws, rules and regulations. To this extent this chapter may conflict with any valid superseding federal or state law, it shall automatically conform to such federal or state law.
- (3) Unless otherwise required by federal law, rule, and/or regulation, all city contract procurements shall comply with applicable state competitive bid and public works laws.
- (4) Unless otherwise required by a federal law, rule or regulation, competitive bidding shall not be required to procure the following:
 - a. Contracts for securing services of attorneys, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, consultants, certified public accountants, public accountants, or other individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part.
 - b. Contracts for fiscal or financial advice or services.
 - c. The selection of paying agents and trustees for any security issued by the city.
 - d. Professional services contracts for codification and publication of the laws and ordinances of the city.
 - e. The purchase of insurance.
- (5) Unless otherwise required by a federal law, rule or regulation, the city council may adopt a resolution authorizing and awarding a professional service contract as described in subsection (a)(4) in its discretion and without utilization of a formal or informal competitive bid process.
- (6) Notwithstanding the foregoing, the city may, in its discretion, issue a request for proposal ("RFP") or request for statement of qualifications ("RFQ") to introduce a competitive element into the selection of any professional service. Generally, the RFP or RFQ may require a statement of experience and qualifications, references, a price/hourly rate quote (if applicable), and any other requirement deemed appropriate by the city that does not conflict with federal, state or local law; provided, however, that the final form of any lawful RFP or RFQ shall be in the discretion of the city and may or may not include any of the abovementioned elements, and may include additional elements.

(b) *Procurement of contracts subject to 2 CFR § 200.318 requirements.*

- (1) *Applicability.* The requirements of this section apply to procurements related to the expenditure of all federally originated funds.
- (2) *City procurement procedures to conform to federal law.* The city will use its own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 CFR § 200.318.
 - a. *Contract administration system.* The city will maintain a contract administration system through the establishment of a city representative for each contract. The city representative will monitor contract performance and consult with the office of the City Attorney as required to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
 - b. *Standards of conduct; conflicts of interest.* Elected officials, staff or agents of the city are prohibited from personally benefitting from procurements under this section. No employee, officer or agent of the city shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest as defined in 2 CFR § 200.318(c)(1), real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, or any member of his or her immediate family, his or her partner, or an organization which employs, or is about to

employ, any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The City's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value in excess of that allowed under Alabama ethics laws from contractors, potential contractors, or parties to subcontracts. Violations of such standards by the officers or employees of the city, or agents, or by contractors or their agents shall be reported to the state ethics commission pursuant to Code of Ala. 1975, § 36-25-17.

- c. *Unnecessary/ duplicative items.* Prior to award, the City shall perform a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
 - d. *Responsible contractors.* The city will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The city will require contractors to execute a "disbarment and suspension statement" certifying/verifying that the contractor is not suspended or disbarred or otherwise excluded from or ineligible for participation in federal assistance programs or activities. See 2 CFR § 200.213.
 - e. *Records.* The city will maintain records sufficient to detail the history of a procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
 - f. *Protest procedures.* Protests made under this section shall be presented in writing to the designated city representative within three (3) days of bid opening. Further protest may be handled and resolved pursuant to the same procedure established in *Alabama Code* (1975) § 41-16-61. To wit, any taxpayer of the area within the jurisdiction of the city and any bona fide unsuccessful bidder on a particular contract shall be empowered to bring a civil action in the appropriate court to enjoin execution of any contract entered into in violation of the provisions of this section. The city shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust this remedy before pursuing a protest with the federal agency.
 - g. *Intergovernmental agreements.* The city shall enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
 - h. *Excess and surplus property.* The city shall use federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
 - i. *Value engineering clauses.* The city shall use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions whenever such use is feasible.
 - j. *Time and materials type contracts.* The city may use a time and material type contract as defined in 2 CFR § 200.318(j) only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk.
 - k. *Procurement of recovered materials.* The city shall follow the requirements of 2 CFR § 200.322 with regard to the procurement of recovered materials.
- (3) *Competition.* All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 2 CFR § 200.319.
- a. *Contractor disqualification.* In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals are excluded from competing for such procurements.

- b. *Situations restrictive of competition.* Some of the situations considered to be restrictive of competition, and therefore prohibited, include but are not limited to:
 1. Placing unreasonable requirements on firms in order for them to qualify to do business;
 2. Requiring unnecessary experience and excessive bonding;
 3. Noncompetitive pricing practices between firms or between affiliated companies;
 4. Noncompetitive awards to consultants that are on retainer contracts;
 5. Organizational conflicts of interest;
 6. Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and,
 7. Any arbitrary action in the procurement process.
 - c. *Geographical preferences.* The city will not impose in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. Nothing in this section preempts state licensing laws.
 - d. *Written selection procedures.* The city will establish written selection procedures for procurement transactions in the form of a request for proposal ("RFP"), request for statement of qualifications ("RFQ"), sealed bid, or other pre-established procurement document for each procurement transaction. In the event that procedures are not established in the procurement document, written proposals will be rated by a pre-selected panel of qualified city employees, officers and/or agents. The panel will agree upon a rating system prior to review of proposals that will consist of either a numerical grading system or a pass/fail grading system, or a combination of the two (2). These procedures will ensure that all solicitations:
 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and,
 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
 - e. *Prequalification.* If the city chooses to prequalify contractors, then the city will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the city will not preclude potential bidders from qualifying during the solicitation period.
- (4) *Methods of procurement.* Any method of procurement under this section shall comply with the requirements of 2 CFR § 200.320 and any other applicable federal, state or local law, rule or regulation, whichever requirement is stricter.
- a. *Procurement by micro-purchases.* Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold ([2 CFR] § 200.67 micro-purchase). The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (definitions). It is three thousand dollars (\$3,000.00) except as otherwise discussed in Subpart 2.1 of that

regulation, but this threshold is periodically adjusted for inflation. To the extent practicable, the city shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the city considers the price to be reasonable.

- b. *Procurement by small purchase procedures.* Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. To the extent the Alabama Competitive Bid and/or Public Works Laws establish stricter standards for procurement by small purchase procedures, the city shall apply the stricter state law standards. Generally, all expenditure of funds of whatever nature for labor, service, work, or for the purchase of materials, equipment, supplies, or other personal property involving fifteen thousand dollars (\$15,000.00) or more must be competitively bid pursuant to the requirements of the state bid law.
- c. *Procurement by sealed bids (formal advertising).* Bids shall be publicly solicited and a firm-fixed-price contract (lump sum or unit price) shall be awarded to the responsible, responsive bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method shall be the preferred method for procuring construction. The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bid. The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond. All bids will be publicly opened at the time and place prescribed in the invitation for bids. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a sound documented reason. To the extent the Alabama Competitive Bid and/or Public Works Laws establish stricter standards for procurement by sealed bids (formal advertising), the city shall apply the stricter state law standards. Before entering into any contact for a public works involving an amount in excess of fifty thousand dollars (\$50,000.00), the city shall advertise for sealed bids. In order for sealed bidding to be feasible, the following conditions must be present:
 1. A complete, adequate, and realistic specification or purchase description is available;
 2. Two or more responsible bidders are willing and able to compete effectively and for the business; and
 3. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- d. *Procurement by competitive proposals.* This method shall be conducted with more than one source submitting an offer, and with either a fixed-price or cost-reimbursement type contract to be awarded. This method shall be generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
 1. Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
 2. Proposals will be solicited from an adequate number of qualified sources;
 3. The method for conducting technical evaluations of the proposals received and for selecting awardees will be established in the request for proposal ("RFP"), request for statement of qualifications ("RFQ"), or other pre-established procurement document for each procurement transaction. In the event that procedures are not established in the procurement document, written proposals will be rated by a pre-selected panel of qualified city employees. The panel will agree upon a rating

system prior to review of proposals that will consist of either a numerical grading system or a pass/fail grading system, or a combination of the two (2);

4. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and,
 5. In its discretion, the city may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
 6. To the extent the Alabama Competitive Bid and/or Public Works Laws establish stricter standards for procurement by competitive proposals, the city shall apply the stricter state law standards.
- e. *Procurement by noncompetitive proposals.* Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:
1. The item is available only from a single source;
 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 3. The awarding agency authorizes noncompetitive proposals; or
 4. After solicitation of a number of sources, competition is determined inadequate.
- Cost analysis (i.e. verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits) is required.
- f. *Procurement by Purchasing Cooperative.* Where not prohibited by federal or state laws or regulations, procurement may be allowed in accordance with the provisions of Alabama Code (1975) §§ 41-51-16(a)(16). Prior to obtaining a purchase order, the department seeking the purchase shall obtain documentation from the Alabama Department of Public Examiners verifying that the proposed purchasing cooperative is approved. Additionally, documentation shall be obtained from the purchasing cooperative verifying that the contract was competitively bid in accordance with state and federal law, including, but not limited to, the provisions of 2 CFR § 200.320.
- g. *Procurement through General Services Administration Contract.* Where not prohibited by federal or state laws or regulations, procurement may be allowed in accordance with the provisions of Alabama Code (1975) §§ 41-51-16(a)(17) The purchase of goods or services, other than wireless communication services, whether voice or data, from vendors that have been awarded a current and valid Government Services Administration contract. Any purchase made pursuant to this subdivision shall be under the same terms and conditions as provided in the Government Services Administration contract. Prices paid for such goods and services, other than wireless communication services, whether voice or data, may not exceed the amount provided in the Government Services Administration contract.
- h. *Procurement of items exempt from Alabama state bid requirements.* Where not prohibited by federal laws or regulations, procurement of items exceeding the minimum bid threshold, but otherwise exempt from Alabama state bid requirements shall be subject to the provisions of this Ordinance. Where an item is exempt from bidding pursuant to the Alabama state bid law, proposals from three (3) vendors shall be obtained unless the item is a sole source item or the item.
- (5) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.* Pursuant to 2 CFR § 200.321, the city will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: placing qualified small and minority businesses and

women's business enterprises on solicitation lists; assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; using the services and assistance of the small business administration and the minority business development agency of the department of commerce; and, requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

- (6) *Contract cost and price.* Pursuant to 2 CFR § 200.324, the city shall perform a cost or price analysis in connection with every procurement action in excess of the simplified acquisition threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the city must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g. under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price. The city will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with federal cost principles. The city may reference its own cost principles that comply with the applicable federal cost principles. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used."
- (7) *Federal awarding agency or pass-through entity review.* Pursuant to 2 CFR § 200.325, the city must make available, upon request of the federal awarding agency or pass-through entity, technical specifications on proposed procurements where the federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. These review requirements shall be governed by 2 CFR § 200.324.
- (8) *Bonding requirements.* Pursuant to 2 CFR § 200.326, for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the following minimum requirements shall apply:
 - a. The city shall require a bid guarantee from each bidder equivalent to five (5) per cent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
 - b. The city shall require a performance bond on the part of the contractor for one hundred (100) per cent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - c. The city shall require a payment bond on the part of the contractor for one hundred (100) per cent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
 - d. To the extent the Alabama Competitive Bid and/or Public Works Laws establish stricter standards for bonding requirements, the city shall apply the stricter state law standards.
- (9) *Contract provisions.* Contracts procured pursuant to 2 CFR § 200.327 shall contain the following contract provisions:
 - a. *Violation or breach of contract terms.* Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000.00), which is the inflation adjusted amount determined by the civilian agency acquisition council and the

defense acquisition regulations council (councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. To wit, if the contractor is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the agreement, or is assessed liquidated damages as set forth herein, then the city may, without prejudice to any of its other rights or remedies and after giving the contractor and his surety, if any, seven (7) days' written notice, during which period the contractor fails to cure the violation, terminate the employment of the contractor. In such case, the contractor shall not be entitled to receive any further payment from the city.

- b. *Termination for cause and for convenience.* For all contracts in excess of ten thousand dollars (\$10,000.00), the city reserves the right with or without cause to terminate the agreement by giving written notice to contractor of such termination at least fifteen (15) days before the effective date thereof. In the event of termination, contractor shall cease performing any work pursuant to the agreement and be entitled to compensation for services rendered through the effective date of termination.
- c. *Access to records.* The city, any subgrantee, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions.
- d. *Retention of records.* Contractor is required to retain all records as required by applicable federal law for three (3) years after the city or any or subgrantee makes final payments and all other pending matters are closed.
- e. *Equal employment opportunity.* Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- f. *Davis-Bacon Act.* When required by federal program legislation, all prime construction contracts in excess of two thousand dollars (\$2,000.00) awarded by the city must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The city must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The city must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The city must report all suspected or reported violations to the federal awarding agency.
- g. *Contract Work Hours and Safety Standards Act.* Where applicable, all contracts awarded by the city in excess of one hundred thousand dollars (\$100,000.00) that involve the employment of mechanics or laborers must include a provision for compliance with 40

U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under forty (40) U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1½) times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- h. *Rights to inventions made under a contract or agreement.* If the federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the city wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the city must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
 - i. *Clean Air Act and the Federal Water Pollution Control Act.* Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000.00) must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency (EPA).
 - j. *Debarment and suspension.* A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the system for award management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - k. *Byrd anti-lobbying amendment.* Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000.00) must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- (c) *Procurement of contracts subject to 24 CFR § 85.36 requirements.*
- (1) *City procurement procedures to conform to federal law.* The city will use its own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 24 CFR § 85.36.
 - a. *Contract administration system.* The city will maintain a contract administration system through the establishment of a city representative for each contract. The city representative will monitor contract performance and consult with the City Clerk's Office as required to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
 - b. *Standards of conduct.* Elected officials, staff or agents of the city are prohibited from personally benefitting from procurements under this section. No employee, officer or agent of the city shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest as defined in 24 CFR § 85.36, real or apparent, would be involved. Such a conflict would arise when the

employee, officer or agent, or any member of his immediate family, his partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The city's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. To the extent permitted by state (Alabama Code (1975) Title 36, Chapter 25) or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the officers or employees of the city, or agents, or by contractors or their agents.

- c. *Unnecessary/duplicative items.* Prior to award, the city shall perform a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
 - d. *Responsible contractors.* The city will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The city will require contractors to execute a "disbarment and suspension statement" certifying/verifying that the contractor is not suspended or disbarred or otherwise excluded under 2 CFR § 408.220 of the government-wide non-procurement, disbursement and suspension list.
 - e. *Records.* The city will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
 - f. *Protest procedures.* Protests made under this section shall be presented in writing to the designated city representative within three (3) days. Further protest may be handled and resolved pursuant to the same procedure established in Ala. Code § 41-16-61. To wit, any taxpayer of the area within the jurisdiction of the city and any bona fide unsuccessful bidder on a particular contract shall be empowered to bring a civil action in the appropriate court to enjoin execution of any contract entered into in violation of the provisions of this section. The city shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust this remedy before pursuing a protest with the federal agency.
- (2) *Competition.* All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 24 CFR § 85.36.
- a. *Situations restrictive of competition.* Some of the situations considered to be restrictive of competition, and therefore prohibited, include but are not limited to:
 - 1. Placing unreasonable requirements on firms in order for them to qualify to do business;
 - 2. Requiring unnecessary experience and excessive bonding;
 - 3. Noncompetitive pricing practices between firms or between affiliated companies;
 - 4. Noncompetitive awards to consultants that are on retainer contracts;
 - 5. Organizational conflicts of interest;
 - 6. Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and,
 - 7. Any arbitrary action in the procurement process.
 - b. *Geographical preferences.* The city will not impose in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given

the nature and size of the project, to compete for the contract. Nothing in this section preempts state licensing laws.

- c. *Written selection procedures.* The city will establish written selection procedures for procurement transactions in the form of a request for proposal ("RFP"), request for statement of qualifications ("RFQ"), sealed bid, or other pre-established procurement document for each procurement transaction. In the event that procedures are not established in the procurement document, written proposals will be rated by a pre-selected panel of qualified city employees, officers and/or agents. The panel will agree upon a rating system prior to review of proposals that will consist of either a numerical grading system or a pass/fail grading system, or a combination of the two (2). These procedures will ensure that all solicitations:
 - 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and,
 - 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
 - d. *Prequalification.* If the city chooses to prequalify contractors, then the city will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the city will not preclude potential bidders from qualifying during the solicitation period.
- (3) *Methods of procurement.* Any method of procurement under this section shall comply with the requirements of 24 CFR § 85.36 and any other applicable federal, state or local law, rule or regulation, whichever requirement is stricter.
- a. *Procurement by small purchase procedures.* Small purchase procedures are those relatively simple and informal procurement methods for securing services. To the extent the state competitive bid and/or public works laws establish stricter standards for procurement by small purchase procedures, the city shall apply the stricter state law standards. Generally, all expenditure of funds of whatever nature for labor, service, work, or for the purchase of materials, equipment, supplies, or other personal property involving fifteen thousand dollars (\$15,000.00) or more must be competitively bid pursuant to the requirements of the state bid law.
 - b. *Procurement by sealed bids (formal advertising).* Bids shall be publicly solicited and a firm-fixed-price contract (lump sum or unit price) shall be awarded to the responsible, responsive bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method shall be the preferred method for procuring construction. The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bid. The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond. All bids will be publicly opened at the time and place prescribed in the invitation for bids. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a sound documented reason. To the extent the state competitive bid and/or public works laws establish stricter standards for procurement by sealed bids (formal advertising), the city shall apply the stricter state law standards. Before entering into any

contact for a public works involving an amount in excess of fifty thousand dollars (\$50,000.00), the city shall advertise for sealed bids. In order for sealed bidding to be feasible, the following conditions must be present:

1. A complete, adequate, and realistic specification or purchase description is available;
 2. Two (2) or more responsible bidders are willing and able to compete effectively and for the business; and
 3. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- c. *Procurement by competitive proposals.* If this method is used, the following requirements apply:
1. Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
 2. Proposals will be solicited from an adequate number of qualified sources;
 3. The method for conducting technical evaluations of the proposals received and for selecting awardees will be established in the request for proposal ("RFP"), request for statement of qualifications ("RFQ"), or other pre-established procurement document for each procurement transaction. In the event that procedures are not established in the procurement document, written proposals will be rated by a pre-selected panel of qualified city employees. The panel will agree upon a rating system prior to review of proposals that will consist of either a numerical grading system or a pass/fail grading system, or a combination of the two (2);
 4. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and,
 5. In its discretion, the city may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
 6. To the extent the state competitive bid and/or public works laws establish stricter standards for procurement by competitive proposals, the city shall apply the stricter state law standards.
- d. *Procurement by noncompetitive proposals.* Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one (1) source, or after solicitation of a number of sources, competition is determined inadequate. Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one (1) of the following circumstances applies:
1. The item is available only from a single source;
 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 3. The awarding agency authorizes noncompetitive proposals; or
 4. After solicitation of a number of sources, competition is determined inadequate; or
 5. The items is exempt from bid under the requirements of the Alabama state bid law.

Cost analysis (i.e. verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits) is required.

- e. *Procurement by Purchasing Cooperative.* Where not prohibited by federal or state laws or regulations, procurement may be allowed in accordance with the provisions of Alabama

Code (1975) §§ 41-51-16(a)(16). Prior to obtaining a purchase order, the department seeking the purchase shall obtain documentation from the Alabama Department of Public Examiners verifying that the proposed purchasing cooperative is approved. Additionally, documentation shall be obtained from the purchasing cooperative verifying that the contract was competitively bid in accordance with state and federal law, including, but not limited to, the provisions of 2 CFR § 200.320.

- f. *Procurement through General Services Administration Contract.* Where not prohibited by federal or state laws or regulations, procurement may be allowed in accordance with the provisions of Alabama Code (1975) §§ 41-51-16(a)(17) The purchase of goods or services, other than wireless communication services, whether voice or data, from vendors that have been awarded a current and valid Government Services Administration contract. Any purchase made pursuant to this subdivision shall be under the same terms and conditions as provided in the Government Services Administration contract. Prices paid for such goods and services, other than wireless communication services, whether voice or data, may not exceed the amount provided in the Government Services Administration contract.
 - g. *Procurement of items exempt from Alabama state bid requirements.* Where not prohibited by federal laws or regulations, procurement of items exceeding the minimum bid threshold, but otherwise exempt from Alabama state bid requirements shall be subject to the provisions of this Ordinance. Where an item is exempt from bidding pursuant to the Alabama state bid law, proposals from three (3) vendors shall be obtained unless the item is a sole source item.
- (4) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.* The city will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: placing qualified small and minority businesses and women's business enterprises on solicitation lists; assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; using the services and assistance of the small business administration and the minority business development agency of the department of commerce; and, requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.
- (5) *Contract cost and price.* The city shall perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the city must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price. The city will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with federal cost principles. The city may reference its own cost principles that comply with the applicable federal cost principles. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.
- (6) *Bonding requirements.* For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the following minimum requirements shall apply:
- a. The city shall require a bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance

that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

- b. The city shall require a performance bond on the part of the contractor for one hundred (100) percent of the contract price. A "performance bond" is one (1) executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - c. The city shall require a payment bond on the part of the contractor for one hundred (100) percent of the contract price. A "payment bond" is one (1) executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
 - d. To the extent the state competitive bid and/or public works laws establish stricter standards for bonding requirements, the city shall apply the stricter state law standards.
- (7) *Contract provisions.* Contracts procured pursuant to this section shall contain the following contract provisions:
- a. *Violation or breach of contract terms.* If the contractor is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the agreement, or is assessed liquidated damages as set forth herein, then the city may, without prejudice to any of its other rights or remedies and after giving the contractor and his surety, if any, seven (7) days' written notice, during which period the contractor fails to cure the violation, terminate the employment of the contractor. In such case, the contractor shall not be entitled to receive any further payment from the city.
 - b. *Termination for cause and for convenience.* The city reserves the right with or without cause to terminate the agreement by giving written notice to contractor of such termination at least fifteen (15) days before the effective date thereof. In the event of termination, contractor shall cease performing any work pursuant to the agreement and be entitled to compensation for services rendered through the effective date of termination.
 - c. *Access to records.* The city, any subgrantee, the federal grantor agency, the comptroller general of the united states, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - d. *Retention of records.* Contractor is required to retain all records as required by applicable federal law for three (3) years after the city or any or subgrantee makes final payments and all other pending matters are closed.
 - e. *Compliance, generally.* For contracts in excess of one hundred thousand dollars (\$100,000.00), contractors are required to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
 - f. *Energy efficiency.* Contractors are required to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - g. *Value engineering.* For architectural/engineering (A/E) contracts, contractor is encouraged to develop, prepare, and submit to the city value engineering change proposals (VECP's) voluntarily. Value engineering change proposal (VECP) means a proposal that requires a change to this, the current contract, to implement, and results in reducing the overall projected cost to the city without impairing essential functions or characteristics.
 - h. *Equal employment opportunity.* Contractors shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applies to all construction contracts awarded in

excess of ten thousand dollars (\$10,000.00) by grantees and their contractors or subgrantees).

- i. *Anti-kickback.* Contractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (Applies to all contracts and subgrants for construction or repair).
- j. *Davis-Bacon.* Contractors shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to all construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation).
- j. *Work hours and safety standards.* Contractors shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to all construction contracts awarded by grantees and subgrantees in excess of two thousand dollars (\$2,000.00), and in excess of two thousand five hundred dollars (\$2,500.00) for other contracts which involve the employment of mechanics or laborers).
- k. *Miscellaneous.* All contracts shall contain provisions giving notice of awarding agency requirements and regulations pertaining to reporting, notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, and awarding agency requirements and regulations pertaining to copyrights and rights in data.

SECTION 9. 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 10. 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 11. Effective Date.

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

ADOPTED and APPROVED this ____ day of _____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

ORDINANCE NO. 685-2024

AN ORDINANCE AMENDING ORDINANCE NO. 51-96 OF THE CITY OF SPANISH FORT CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTIES LOCATED NEAR THE INTERSECTION OF ALABAMA HIGHWAY 225 AND U.S. HIGHWAY 31, AND BEARING TAX PARCEL NOS. 05-32-09-38-0-001-024.000, FROM R-1 TO B-3, AND THE PROPERTY BEARING TAX PARCEL NO. TAX PARCEL NO. 05-32-09-30-1-002-002.000 FROM B-2 TO B-3

WHEREAS, the owner of the properties made the subject of this change in zoning classification has requested that the zoning classification on the property bearing tax parcel nos. 05-32-09-38-0-001-024.000 be changed from R-1 to B-3, and the property bearing tax parcel no. 05-32-09-30-1-002-002.000 from B-2 to B-3; and

WHEREAS, the Planning Commission of the City of Spanish Fort, Alabama, held a meeting on Monday, October 14, 2024, for the purpose of receiving public comments on the proposed change in zoning classification, and at such meeting voted to forward a negative recommendation for rezoning the subject properties; and

WHEREAS, the City Council of the City of Spanish Fort held a meeting on Monday, November 18, 2024, for the purpose of receiving public comments on the proposed change in zoning classification.

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

SECTION 1. Change in Zoning Classification.

Ordinance No. 51-96, as amended, of the City of Spanish Fort, Alabama, is hereby amended by changing the zoning classification of certain property located near the intersection of Alabama Highway 225 and U.S. Highway 31, bearing tax parcel nos. 05-32-09-28-0-001-024.000 be changed from R-1, Single Family Low Density Residential District, to B-3, General Business District (and the property bearing tax parcel no. 05-32-09-30-1-002-002.000 from B-2, Local Business District, to B-3; General Business District.) Said properties are more particularly described in Exhibit 1 which is attached hereto and made a part of this Ordinance as though set forth fully herein. A map of the surrounding area is attached as Exhibit 2.

SECTION 2. Change in Zoning Map.

The official zoning map for the City of Spanish Fort is hereby amended, changed or altered to reflect the change in zoning classification of those properties bearing tax parcel nos. 05-32-09-28-0-001-024.000, be changed from R-1, Single Family Low Density Residential District, to B-3, General Business District (and that property bearing tax parcel no. 05-32-09-30-2-002-042.000 from B-2, Local Business District, to B-3; General Business District.)

SECTION 3. Repealer Clause.

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict. Except as expressly amended herein, all terms and provisions contained in Ordinance No. 51-96, as amended, shall remain in full force and effect.

SECTION 4. Severability Clause.

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

SECTION 5. Effective Date.

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

ADOPTED and APPROVED this ____day of_____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

STATE OF ALABAMA
BALDWIN COUNTY

Part of Section 30 and 38, Township 4 South, Range 2 East, Baldwin County, Alabama, being more particularly described as follows:

PARCEL 1

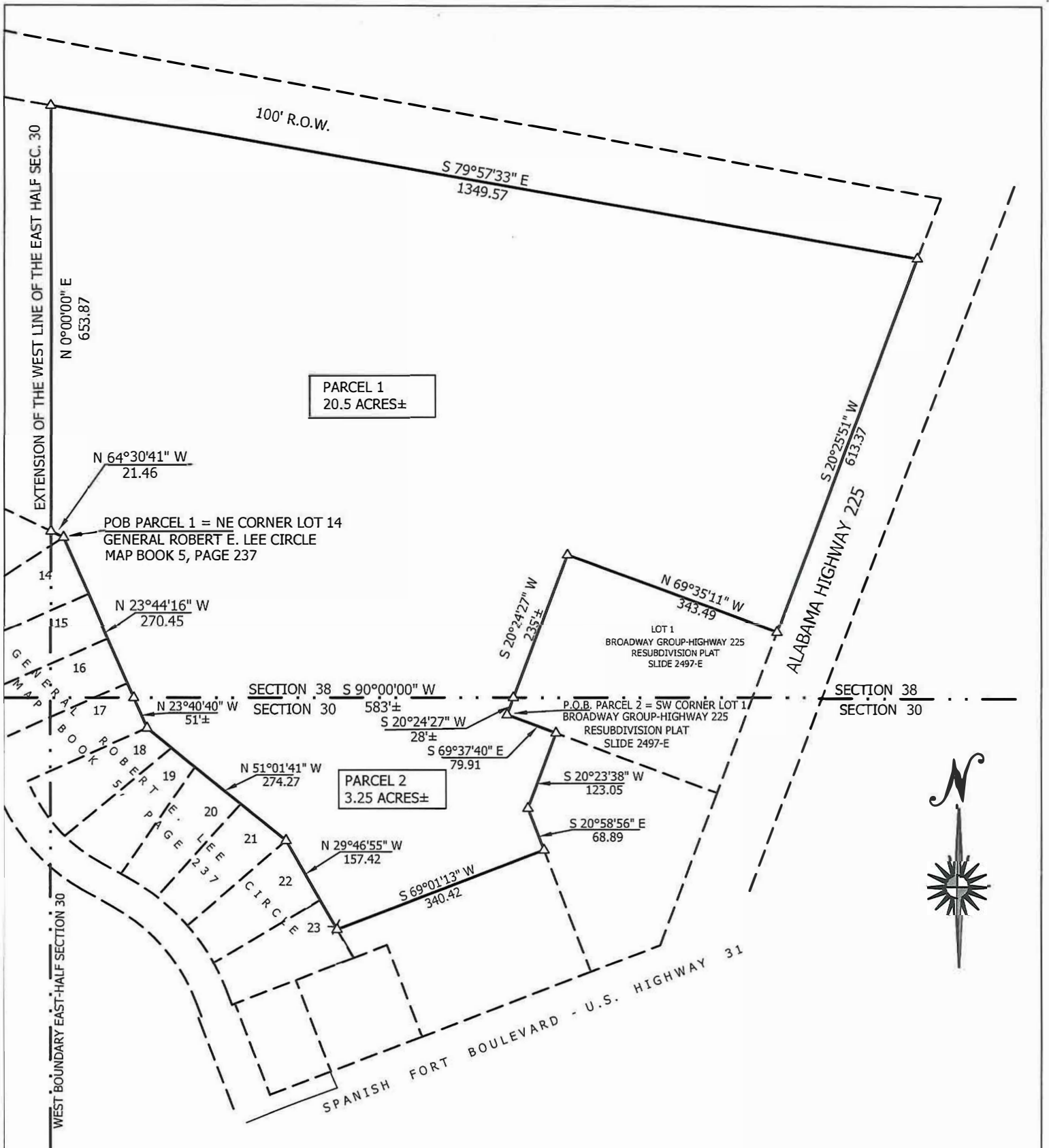
As the Point of Beginning, start at the northeast corner of Lot 14, of General Robert E. Lee Circle, as recorded in the Probate Office of Baldwin County, Alabama in Map Book 5, at Page 237; thence run North 64 degrees, 30 minutes, 41 seconds West, 21.46 feet, more or less, to a point on the extension of the west line of the east half of said Section 30; thence run North 0 degrees, 00 minutes, 00 seconds East, along said west line 653.87 feet to a point on the south right of way margin of a 100 foot wide right of way; thence run South 79 degrees, 57 minutes, 33 seconds East, along said right of way 1349.57 feet to a point on the west right of way margin of Alabama Highway 225; thence run South 20 degrees, 25 minutes, 51 seconds West, along said right of way margin 613.37 feet; thence run North 69 degrees, 35 minutes, 11 seconds West, 343.49 feet; thence run South 20 degrees, 24 minutes, 27 seconds West, 235.00 feet more or less to a point on the north line of said Section 38; thence run South 90 degrees, 00 minutes, 00 seconds West, along said Section line 583 feet, more or less to a point on the east boundary of said General Robert E. Lee Circle;; thence run North 23 degrees, 44 minutes, 16 seconds West, 270.45 feet to the Point of Beginning.

Said Parcel 1 containing 20.5 acres, more or less.

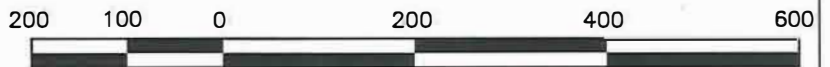
PARCEL 2

As the Point of Beginning, start at the southwest corner of Lot 1, of Broadway Group – Hwy 225 Resubdivision Plat, as recorded in the Probate Office of Baldwin County, Alabama on Slide 2497-E; thence run South 69 degrees, 37 minutes, 40 seconds East, 79.91 feet; thence run South 20 degrees, 23 minutes, 38 seconds West, 123.05 feet; thence run South 20 degrees, 58 minutes, 56 seconds East, 68.89 feet; thence run South 69 degrees, 01 minutes, 13 seconds West, 340.42 feet to a point on the east line of General Robert E. Lee Circle, as recorded in the Probate Office of Baldwin County, Alabama, in Map Book 5, at Page 237; thence run North 29 degrees, 46 minutes, 55 seconds West, along said line 157.42 feet; thence run North 51 degrees, 01 minutes, 41 seconds West, along said line 274.27 feet; thence run North 23 degrees, 40 minutes, 40 seconds West, along said line 51.00 feet, more or less to a point on the north line of said Section 30; thence run North 90 degrees, 00 minutes, 00 seconds East, along said Section line 583.00 feet, more or less; thence run South 20 degrees, 24 minutes, 27 seconds West, 28.00 feet, more or less to the Point of Beginning.

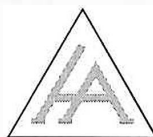
Said Parcel 2 containing 3.25 acres, more or less.



SKETCH TO ACCOMPANY DESCRIPTIONS.
PART OF SECTIONS 30 AND 38, TOWNSHIP 4
SOUTH, RANGE 2 EAST BALDWIN COUNTY ALABAMA.



SCALE: 1" = 200'



HERNDON, HICKS & ASSOCIATES, INC.
Professional Land Surveyors

2728 Lurleen Wallace Blvd. (P.O. Box 508) - Northport, AL 35476
Phone (205) 333-0003
mike@hhasurveyors.com

Drawn By

DRH

Scale

1"=200"

Date

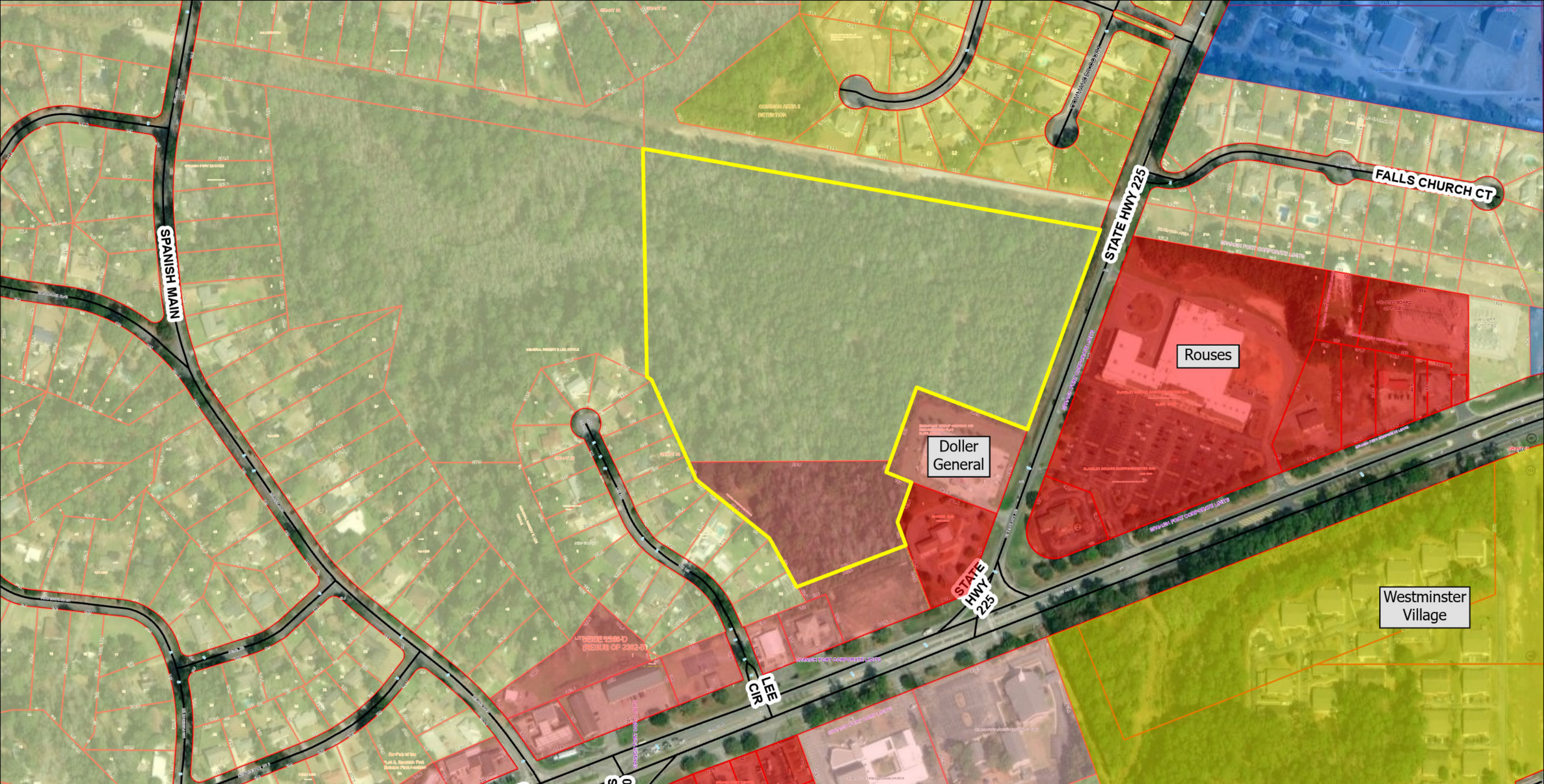
9-04-24

Drawing No.

2307-027 Rezone Exhibit

Job No.

2307-027









SF CITY LIMITS


SF CITY LIMITS 

SF ZONING




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

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

- R-1: Low-Density Single-Family Residential 
- R-2: Medium-Density Single-Family Residential 
- R-3: Multi-Family Residential 
- R-3D: Medium Density Multi-Family Residential 

- R-4: Manufactured/Mobile Home Residential 

ADJACENT CITIES

- Bay Minette 
- Daphne 
- Loxley 

ORDINANCE NO. 686-2024

AN ORDINANCE AMENDING ORDINANCE NO. 51-96 OF THE CITY OF SPANISH FORT CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 6625 SPANISH FORT BLVD, SPANISH FORT, ALABAMA, AND BEARING TAX PARCEL NO. 05-32-09-30-1-002-002.003 FROM B-2 TO B-3

WHEREAS, the owner of the property made the subject of this change in zoning classification has requested that the zoning classification on the property be changed from B-2 to B-3; and

WHEREAS, the Planning Commission of the City of Spanish Fort, Alabama, held a meeting on Monday, October 14, 2024, for the purpose of receiving public comments on the proposed change in zoning classification, and at such meeting voted to forward a positive recommendation for rezoning the subject property from B-2 to B-3, General Business District; and

WHEREAS, the City Council of the City of Spanish Fort held a meeting on Monday, November 18, 2024, for the purpose of receiving public comments on the proposed change in zoning classification.

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

SECTION 1. Change in Zoning Classification.

Ordinance No. 51-96, as amended, of the City of Spanish Fort, Alabama, is hereby amended by changing the zoning classification of certain property located at 6625 Spanish Fort Blvd., bearing tax parcel number 05-32-09-30-1-002-002.003, and being more particularly described in Exhibit 1 which is attached hereto and made a part of this Ordinance as though set forth fully herein, from B-2 Local Business District, to B-3, General Business District. A map of the surrounding area is attached as Exhibit 2.

SECTION 2. Change in Zoning Map.

The official zoning map for the City of Spanish Fort is hereby amended, changed or altered to reflect the change in zoning classification from B-2, Local Business District, to B-3, General Business District, on the above referenced property.

SECTION 3. Repealer Clause.

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict. Except as expressly amended herein, all terms and provisions contained in Ordinance No. 51-96, as amended, shall remain in full force and effect.

SECTION 4. Severability Clause.

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

SECTION 5. Effective Date.

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

ADOPTED and APPROVED this ___day of_____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

EXHIBIT "1" TO ORDINANCE NO. 686-2024

LEGAL DESCRIPTION:

STATE OF ALABAMA
BALDWIN COUNTY

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

BEGINNING AT THE SOUTHEAST CORNER OF LOT 23 OF GENERAL ROBERT E. LEE CIRCLE AS RECORDED IN MAP BOOK 5, PAGE 237 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA, SAID POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE NORTH 29°32'05" WEST A DISTANCE OF 50.59 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE NORTH 69°13'45" EAST, PARALLEL WITH AND 50 FEET NORTH OF SAID LOT 23 SOUTH LINE PROLONGATION, A DISTANCE OF 340.22 FEET TO THE WEST LINE OF LOT 1, BARNES SUBDIVISION AS RECORDED IN SLIDE 2213-A IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA, SAID POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 20°46'03" EAST, ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 200.40 FEET TO THE NORTH MARGIN OF U.S. HIGHWAY 31, SAID POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 69°16'00" WEST, ALONG SAID NORTH MARGIN, A DISTANCE OF 277.51 FEET TO THE EAST LINE OF A PARCEL DESCRIBED IN INSTRUMENT 1210400, A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE NORTH 20°43'45" WEST, ALONG SAID EAST PARCEL LINE, A DISTANCE OF 150.21 FEET TO THE NORTHEAST CORNER OF SAID PARCEL, SAID POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 69°13'45" WEST, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 55.09 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 58522.3 SQUARE FEET (1.3 ACRES), MORE OR LESS.



Maxar, Microsoft, KCS

ZONING CLASSIFICATION

- B-1: Professional Business
- B-2: Local Business

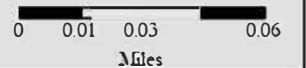
- B-3: General Business
- B-4: Major Business District
- B-5: Hotel/Motel
- M-1: Light Industrial

- T-1: Telecommunication Tower District
- State of Alabama
- Baldwin County
- City of Spanish Fort

- PUD: Planned Unit Development
- R-1: Low-Density Single-Family Residential

- R-2: Medium-Density Single-Family Residential
- R-3: Multi-Family Residential
- R-3D: Medium Density Multi-Family Residential

- R-4: Manufactured/Mobile Home Residential
- <all other values>
- Lot Lines



ORDINANCE NO. 687-2024

AN ORDINANCE AMENDING ORDINANCE NO. 51-96 OF THE CITY OF SPANISH FORT EXTENDING THE REZONING OF CERTAIN PROPERTIES DESCRIBED AS LOTS 4, 5, 6, 7, 8, 10 AND 11 OF WOODSIDE BUSINESS PARK, SPANISH FORT, ALABAMA, FROM R-1 TO B-2

WHEREAS, the owner of the properties made the subject of this change in zoning classification requested that the zoning classification on the property be changed from R-1 to B-2, which request was approved by the Spanish Fort City Council in Ordinance No. 641-2023 on August 7, 2023; and

WHEREAS, by letter dated August 14, 2024, Sam Kearns, submitted a request for an extension of the rezoning approval on behalf of Pensco Trust Company, LLC, Custodian FBO, Nathan L. Cox, IRA, and

WHEREAS, the City Council of the City of Spanish Fort, Alabama, finds good cause exists to extend the time limit of the rezoning approval for a period not to exceed an additional twelve months from August 7, 2024.

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

SECTION 1. Extension of Change in Zoning Classification.

In accordance with Section 11.11 of Ordinance No. 51-96, as amended, of the City of Spanish Fort, Alabama, the rezoning of certain property described in Exhibit 1 attached hereto, certain property located at Broken Branch Circle, being further described as Lots 4, 5, 6, 7, 8, 10 and 11, Woodside Business Park, bearing tax parcel numbers described in Exhibit 1, and being more particularly described in Exhibit 2 which are attached hereto and made a part of this Ordinance as though set forth fully herein, from R-1, Single Family Low Density Residential District, to B-2, Local Business District, as approved by the Spanish Fort City Council on August 7, 2024, is hereby for an additional twelve months through August 7, 2025. A map of the surrounding area is attached as Exhibit 2.

SECTION 2. Repealer Clause.

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict. Except as expressly amended herein, all terms and provisions contained in Ordinance No. 51-96, as amended, and Ordinance No. 641-2023, shall remain in full force and effect.

SECTION 3. 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 4. Effective Date.

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

ADOPTED and APPROVED this _____ day of _____, 2024.

Michael M. McMillan
Mayor

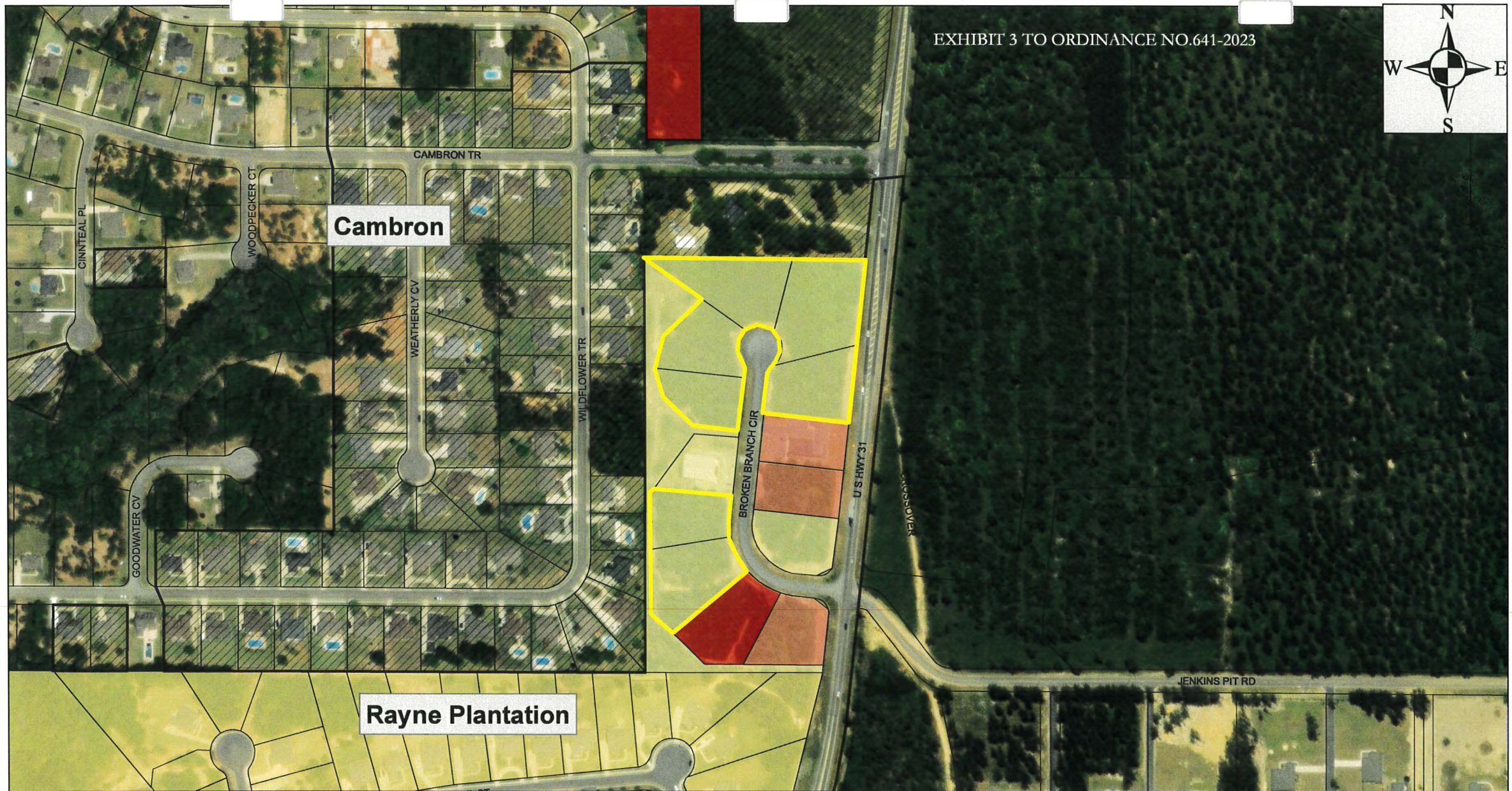
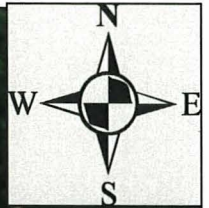
ATTEST:

Rebecca A. Gaines, CMC
City Clerk

EXHIBIT "1" TO ORDINANCE NO. 615-2022

LEGAL DESCRIPTION:

LOTS 4, 5, 6, 7, 8, 10 AND 11, WOODSIDE BUSINESS PARK, ACCORDING TO THE PLAT THEREOF RECORDED ON SLIDE 2421-F IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA



Legend			
RoadCenterlines_081721	B-3: General Business	City of Spanish Fort	R-1: Low-Density Single-Family Residential
Parcel_2021_3_18	B-4: Major Business District	Extraterritorial Jurisdiction	R-2: Medium-Density Single-Family Residential
B-1: Professional Business	B-5: Hotel/Motel	M-1: Light Industrial	R-3: Multi-Family Residential
B-2: Local Business	Baldwin County	PUD: Planned Unit Development	R-3D: Medium Density Multi-Family Residential
			R-4: Manufactured/Mobile Home Residential
			State of Alabama
			T-1: Telecommunication Tower District

RESOLUTION NO. 1455-2024

A RESOLUTION AWARDING BID FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES FOR THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, the Mayor and City Council finds that the lowest responsible bid submitted for the disaster debris removal for the City of Spanish Fort, Alabama, was submitted by T.F.R. Enterprises, Inc., whose address is 601 Leander Drive, Leander, Texas 78641; and

WHEREAS, the City Council desires to award the bid for Disaster Debris Removal and Disposal Services to T.F.R. Enterprises, Inc., as per their bid received on October 4, 2024.

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

SECTION 1. The City Council hereby authorizes the Mayor to execute and enter into a contract with T.F.R. Enterprises, Inc. for disaster debris removal and disposal services, subject to any terms and conditions approved by the Mayor. A copy of the Bid – Disaster Debris Removal and Disposal Services submitted by T.F.R. Enterprises, Inc. is on file in the City Clerk’s Office.

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* _____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

RESOLUTION NO. 1456-2024

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH POOL SERVICE TECHS, LLC

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 Pool Service Techs, LLC, in the amount of \$22,185.00 to provide yearly inspection and routine maintenance service to the City Splash Pad at 29001 Bass Pro Drive, Spanish Fort, Alabama 36527. A copy of the proposal for the proposed work is attached hereto as Exhibit 1.

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

ADOPTED AND APPROVED this ____ day of _____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk



SERVICE AGREEMENT

Pool Service Techs, LLC or Associates agrees to service the swimming pool / spa, located at the following address **29001 Bass Pro Dr Spanish Fort, AL. 36527**

For the sum of **Yearly Total \$22,185**

\$382.50 Monthly (Winter – November 1st Thru February 28th)

\$2,295 Monthly (Summer – March 1st Thru October 31st)

(Per Month which includes Pool Chemicals)

Location: The Fort Container Park Splash Pad

Owner agrees to pay for services outlined below in accordance with the term's hereafter set forth in this non- contractual agreement. This agreement displays an agenda for Pool Service Techs, LLC to assist the owner in their maintenance of a clean and healthy balanced pool.

Full Service: 7 visits per week (Summer) and 1 visit per week (Winter) which includes chemicals.

Services performed at each visit:

1. Check chemical level (Chlorine & pH)
2. Empty pump and skimmer baskets as needed.
4. Inspect filtration system for leaks and normal operation.
5. Email client of task completed with photo (Example of Email on last page of Service Agreement)

The items listed below are examples that are not covered in the monthly fee and Pool Service Techs LLC. will produce an additional invoice for such items after approved by owner:

1. Cleaning of the Cartridge Filter, which is usually cleaned depending on pool usage, every 4-6 months. Cleaning cost of filter based on size of filter. A 4 Cartridge filter is typically \$125.00 and single cartridge filter is \$45.00. Cartridges in filter tank cleaned quarterly is \$250.
2. Any repair to the pool or the pool equipment which may include an extra visit at \$85 for service call and a rate of \$125.00 an hour + materials.

Owner's Responsibility:

1. Clear access to pool area between the hours of 6am and 6pm. Properly working gates and no items left in the way of entry or exit ways.
2. Provide water source nearby pool with hose to reach pool and equipment.
3. Keep vegetation away from pool and equipment area. Be courtesy with the direction of lawn shredding's when mowing because phosphate and other chemicals in lawn care work against a healthy/chemically balanced pool.
4. Do not open pumps/filters, implement repairs, or add any chemicals without first communicating with Pool Service Techs, LLC.
5. Submit payment for immediate repair work upon completion.
6. Submit payment by the 15th of the month to avoid **a late fee of \$10.00. Returned Check Fee is \$20.00.**
7. If you would like to lock your gate, please install a lock with a 4-digit code. Example at end of Service Agreement. We do not store keys for gate locks. We desire a lock that has a simple 4-digit code, so we efficiently maintain the code in our pool service software. So, please no turn dials circular locks.

****If for any reason we are unable to perform services regarding a pool access issue, we will return the following week with no discount to monthly premium****

8. Repair or replace any nonworking equipment as needed. The system must be in full operating condition for PST to service the account.

Invoice Schedule: (PIA) All invoices are Payment in Advance; invoices are due on the 1st day of the month for which monthly services are rendered after payment. A \$10.00 late fee is applied for payments received after the 15th day of the

current month. An additional \$10.00 late fee is added for every 15 days past due. Monthly services cease if no payment applied by the 1st day of succeeding month. Invoices are emailed out on the 20th of each month prior to services.

1st Invoice: Invoices are emailed from QuickBooks's convenient online merchant software. If the month has already begun, the owner shall pay for the rate of per visit remaining in the month. For example, if pool service amount is \$200.00 a month and Pool Service Techs, LLC plans to visit location 2 times remaining in the month, the new client shall pay \$100.00 before beginning to service location.

Wear and Tear:

Pool Service Techs, LLC is NOT held responsible for wear and tear on equipment, accessories, surfaces, or any other items related to the pool. Pool liners become brittle over time and may disconnect from coping or attain arbitrary leaks. Stains can occur from a variety of issues involving the area in and around the pool. Even with a properly balanced pool running filtration 7 days a week, algetic and organic build-up can occur. If problem persists, other options must be exhausted such as Stain Treatments, Draining of water to lower Cyanuric Acid and Total Dissolved Solids (Metals, Minerals, Calcium, Phosphates, etc.)

Conclusion:

We are not able to foresee every obstacle and/or outcome; therefore, communication is important for a business relationship to thrive. Pool Service Techs, LLC hopes to provide you with exceptional service, and if at any time we fail to provide such service, please inform us on how we may be of better assistance. We are here to assist the owner in the spherical influence of pool maintenance, however, the owner must be responsible for preventing malfunctions of equipment throughout the week, such as making sure the skimmer basket is not clogged to which the pool's pump cannot function properly or may become damaged. Additionally, owner should have their own pool net and brush on site to skim/brush in between our weekly visits in case of need.

This is a **non-contractual agreement** and may be canceled at any time by written or oral notice by either party. Courtesy 10 days notice prior to the date of service is to be discontinued.



Please scroll down to see the below examples, as described in the Service Agreement.

Example Email After Every Service Visit



Hi [REDACTED] & [REDACTED]

Thanks for choosing us to keep your pool looking great!

Pool Service Techs, LLC

DATE OF SERVICE

October 8, 2020 at 3:52 PM

LOCATION

[REDACTED]
Spanish Fort, AL 36527

POOL SERVICE INFO

SERVICES PERFORMED

- ✓ Chemicals Balanced
- ✓ Vacuumed H
- ✓ Emptied Baskets
- ✓ Brushed Walls
- ✓ Natted Surface
- ✓ Shut Gate



Pool Service Techs, LLC
30941 Mill Lane, Ste G 289
Spanish Fort AL 36527

(251) 776-2279

Info@PoolServiceTechs.com

[www.PoolServiceTechs.com]www.PoolServiceTechs.com

All photos taken of pool, pool equipment, and any repairs performed may be used on social media platforms for advertisement purposes. This will be done anonymously and will not contain any personal information. If you object and do not wish for your pool to be in any photos that are shared, please inform us.

Recommended Pool Chemistry Balance:

PH:7.2-7.6 Chlorine:1-7ppm CYA:30-90ppm Alkalinity:80-140ppm Calcium Hardness:200-450ppm Salt:2700-3700ppm

Thank You for Reading

This concludes our Service Agreement.

Pool Service Techs, LLC

30941 Mill Lane Ste G 289

Spanish Fort, AL. 36527

RESOLUTION NO. 1457-2024

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

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

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

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

ADOPTED AND APPROVED this ____ day of _____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

City Of Spanish Fort

Start On Acceptance

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Our planned timeline for the engagement is as follows:

December 9, 2024-Audit fieldwork begins

January 24, 2025-Draft of the financial statements ready for client review

January 31, 2025-Issuance of audit

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

Services

Attestation Services - Independent Audit of Financial Statements

We will audit your financial statements for the year ended September 30, 2024.

Attestation Services - Single Audit

We will perform your Single Audit for year ended September 30, 2024.

Audit Services after 30 days

Progress on services rendered in connection with the audit of your financial statements for the year ended September 30, 2024. We will bill 1/3rd after 30 days.

Audit Services after 60 days

Progress on services rendered in connection with the audit of your financial statements for the year ended September 30, 2024. We will bill another 1/3rd after 60 days.

Audit Services at completion

Remaining billing in connection with the audit of your financial statements for the year ended September 30, 2024. We will bill at completion.

Pricing

Billed on completion

\$31,472.00

- ✓ Attestation Services - Independent Audit of Financial Statements
- ✓ Attestation Services - Single Audit
- ✓ Audit Services after 30 days
- ✓ Audit Services after 60 days
- ✓ Audit Services at completion

General Terms and Conditions

October 15, 2024

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

Dear Mayor McMillan,

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

We are pleased to confirm our understanding of the services we are to provide City Of Spanish Fort for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City Of Spanish Fort as of and for the year ended September 30, 2024. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI) to supplement City Of Spanish Fort 's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City Of Spanish Fort 's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

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

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

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

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

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

Audit Procedures—Internal Control

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

Audit Procedures—Compliance

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

Other Services

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

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

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

Responsibilities of Management for the Financial Statements

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

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

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

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

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

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

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

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

Engagement Administration, Fees, and Other

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

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

Fees

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

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

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

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

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

Reporting

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

Services Not Disclosed

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

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

Yours sincerely,

Rachel Young

Rachel Young
Avizo Group, Inc.

Acknowledgment of Terms of Engagement

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

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

Signed:

Print Name: Mayor Michael McMillan

Date:

Agreement Summary

Sender	Avizo Group, Inc.
Sent Date	Tuesday, October 15, 2024 9:48 AM
Recipient	City Of Spanish Fort
Effective Start Date	On Acceptance
Payment Authority	None
Payment Method	None
Document ID	prop_m4gstk7pgxnaamiauypa
Status	Awaiting Acceptance

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City Of Spanish Fort

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December 9, 2024-Audit fieldwork begins

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

Services

Attestation Services - Independent Audit of Financial Statements

We will audit your financial statements for the year ended September 30, 2024.

Pricing

Billed on completion

\$5,215.00

✓ Attestation Services - Independent Audit of Financial Statements

General Terms and Conditions

October 15, 2024

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

Dear Mayor McMillan,

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

We are pleased to confirm our understanding of the services we are to provide Cooperative District of the City of Spanish Fort – Highway 181 Public Facilities for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Cooperative District of the City of Spanish Fort – Highway 181 Public Facilities as of and for the year ended September 30, 2024.

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

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

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

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

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

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

Audit Procedures—Internal Control

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

Audit Procedures—Compliance

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

Other Services

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

- Maintain capital assets listing and depreciation schedules
- Assist with the implementation of standards issued during the current audit period
- Assist with preparing GASB 34 journal entries
- Assist with recording current year investment activity

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

Responsibilities of Management for the Financial Statements

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

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

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

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

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

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

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

Engagement Administration, Fees, and Other

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

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

Fees

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

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

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

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

Reporting

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

Services Not Disclosed

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

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

Yours sincerely,

Rachel Young

Rachel Young
Avizo Group, Inc.

Acknowledgment of Terms of Engagement

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

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

Signed:

Print Name: Mayor Michael McMillan

Date:

Agreement Summary

Sender	Avizo Group, Inc.
Sent Date	Tuesday, October 15, 2024 9:48 AM
Recipient	City Of Spanish Fort
Effective Start Date	On Acceptance
Payment Authority	None
Payment Method	None
Document ID	prop_m4gtbpqephqaapya3sjq
Status	Awaiting Acceptance

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City Of Spanish Fort

Start On Acceptance

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Introduction



Our planned timeline for the engagement is as follows:

December 9, 2024-Audit fieldwork begins

January 24, 2025-Draft of the financial statements ready for client review

January 31, 2025-Issuance of audit

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

Services

Attestation Services - Independent Audit of Financial Statements

We will audit your financial statements for the year ended September 30, 2024.

Pricing

Billed on completion

\$5,215.00

✓ Attestation Services - Independent Audit of Financial Statements

General Terms and Conditions

October 15, 2024

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

Dear Mayor McMillan,

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

We are pleased to confirm our understanding of the services we are to provide Cooperative District of the City of Spanish Fort – Highway 98 Public Facilities for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Cooperative District of the City of Spanish Fort – Highway 98 Public Facilities as of and for the year ended September 30, 2024.

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

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

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

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

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

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

Audit Procedures—Internal Control

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

Audit Procedures—Compliance

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

Other Services

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

- Maintain capital assets listing and depreciation schedules
- Assist with the implementation of standards issued during the current audit period
- Assist with preparing GASB 34 journal entries
- Assist with recording current year investment activity

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

Responsibilities of Management for the Financial Statements

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

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

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

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

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

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

Engagement Administration, Fees, and Other

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

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

Fees

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

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

Reporting

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

Services Not Disclosed

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

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

Yours sincerely,FRF

Rachel Young

Rachel Young
Avizo Group, Inc.

Acknowledgment of Terms of Engagement

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

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

Signed:

Print Name: Mayor Michael McMillan

Date:

Agreement Summary

Sender	Avizo Group, Inc.
Sent Date	Tuesday, October 15, 2024 9:48 AM
Recipient	City Of Spanish Fort
Effective Start Date	On Acceptance
Payment Authority	None
Payment Method	None
Document ID	prop_m4gtm7v6trhaapqaz3va
Status	Awaiting Acceptance

RESOLUTION NO. 1458-2024

**A RESOLUTION AMENDING THE
EMPLOYEE PAY CLASSIFICATION GUIDELINES**

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

SECTION 1. The Pay Classification Guidelines adopted by the City Council of the City of Spanish Fort in accordance with Resolution No. 1452-2024 are hereby amended in their entirety by substituting the Administrative and Other Pay Scale which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein. The Fire Department and Police Pay Scales as established in Resolution No. 1452-2024 shall remain in full force and effect.

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

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

ADOPTED and APPROVED this _____ day of November, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

HOURLY RATE

ANNUAL RATE

JOB TITLE	GRADE	BEGINNING RATE	MAXIMUM RATE	BEGINNING ANNUAL	MAXIMUM ANNUAL
Secretary	I	\$15.82	\$25.29	\$32,908.39	\$52,609.00
Grounds Road Mtce/Custodian/Librarian Asst/Magistrate	II	\$16.71	\$26.72	\$34,759.86	\$55,568.86
	III				
Senior Center Administrative Assistant	IV	\$19.23	\$30.74	\$39,994.05	\$63,936.50
Court Clerk//Permit Clerk	V	\$19.80	\$31.66	\$41,190.30	\$65,848.88
	VI	\$20.02	\$32.00	\$41,635.08	\$66,559.93
Parks and Recreation Supervisor/Public Works Supervisor	VII	\$20.94	\$33.48	\$43,557.42	\$69,633.08
Administrative Assistant	VIII	\$22.65	\$36.22	\$47,121.10	\$75,330.16
	IX	\$24.05	\$38.45	\$50,027.74	\$79,976.86
Planner & Zoning Official/Environmentalist/Revenue Officer/Building Inspector & Code Enforcement Officer	X	\$25.25	\$40.36	\$52,512.72	\$83,949.47
Librarian	XI	\$25.56	\$40.86	\$53,169.13	\$84,998.84
Public Works and Parks and Recreation Director/ Director of Marketing & Director of Senior Services	XII	\$30.03	\$48.00	\$62,452.62	\$99,839.89
City Clerk	XIII	\$32.18	\$51.44	\$66,930.27	\$106,998.09

Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M	Step N	Step O	Step P	Step Q	Step R	Step S	Step T
I	\$32,908.39	\$33,731.10	\$34,574.38	\$35,438.74	\$36,324.71	\$37,232.82	\$38,163.64	\$39,117.73	\$40,095.68	\$41,098.07	\$42,125.52	\$43,178.66	\$44,258.13	\$45,364.58	\$46,498.69	\$47,661.16	\$48,852.69	\$50,074.01	\$51,325.86	\$52,609.00
II	\$34,759.86	\$35,628.86	\$36,519.58	\$37,432.57	\$38,368.38	\$39,327.59	\$40,310.78	\$41,318.55	\$42,351.51	\$43,410.30	\$44,495.56	\$45,607.95	\$46,748.15	\$47,916.85	\$49,114.77	\$50,342.64	\$51,601.21	\$52,891.24	\$54,213.52	\$55,568.86
III	\$37,602.85	\$38,542.92	\$39,506.49	\$40,494.16	\$41,506.51	\$42,544.17	\$43,607.78	\$44,697.97	\$45,815.42	\$46,960.81	\$48,134.83	\$49,338.20	\$50,571.65	\$51,835.94	\$53,131.84	\$54,460.14	\$55,821.64	\$57,217.18	\$58,647.61	\$60,113.80
IV	\$39,994.05	\$40,993.90	\$42,018.75	\$43,069.22	\$44,145.95	\$45,249.60	\$46,380.84	\$47,540.36	\$48,728.87	\$49,947.09	\$51,195.77	\$52,475.66	\$53,787.55	\$55,132.24	\$56,510.55	\$57,923.31	\$59,371.39	\$60,855.68	\$62,377.07	\$63,936.50
V	\$41,190.30	\$42,220.06	\$43,275.56	\$44,357.45	\$45,466.38	\$46,603.04	\$47,768.12	\$48,962.32	\$50,186.38	\$51,441.04	\$52,727.07	\$54,045.24	\$55,396.37	\$56,781.28	\$58,200.82	\$59,655.84	\$61,147.23	\$62,675.91	\$64,242.81	\$65,848.88
VI	\$41,635.08	\$42,675.96	\$43,742.86	\$44,836.43	\$45,957.34	\$47,106.27	\$48,283.93	\$49,491.03	\$50,728.30	\$51,996.51	\$53,296.42	\$54,628.83	\$55,994.55	\$57,394.42	\$58,829.28	\$60,300.01	\$61,807.51	\$63,352.70	\$64,936.52	\$66,559.93
VII	\$43,557.42	\$44,646.36	\$45,762.51	\$46,906.58	\$48,079.24	\$49,281.22	\$50,513.25	\$51,776.08	\$53,070.49	\$54,397.25	\$55,757.18	\$57,151.11	\$58,579.89	\$60,044.38	\$61,545.49	\$63,084.13	\$64,661.23	\$66,277.77	\$67,934.71	\$69,633.08
VIII	\$47,121.10	\$48,299.13	\$49,506.61	\$50,744.27	\$52,012.88	\$53,313.20	\$54,646.03	\$56,012.18	\$57,412.48	\$58,847.80	\$60,318.99	\$61,826.97	\$63,372.64	\$64,956.96	\$66,580.88	\$68,245.40	\$69,951.54	\$71,700.33	\$73,492.83	\$75,330.16
IX	\$50,027.74	\$51,278.43	\$52,560.39	\$53,874.40	\$55,221.26	\$56,601.80	\$58,016.84	\$59,467.26	\$60,953.94	\$62,477.79	\$64,039.74	\$65,640.73	\$67,281.75	\$68,963.79	\$70,687.89	\$72,455.08	\$74,266.46	\$76,123.12	\$78,026.20	\$79,976.86
X	\$52,512.72	\$53,825.54	\$55,171.18	\$56,550.46	\$57,964.22	\$59,413.32	\$60,898.66	\$62,421.12	\$63,981.65	\$65,581.19	\$67,220.72	\$68,901.24	\$70,623.77	\$72,389.36	\$74,199.10	\$76,054.08	\$77,955.43	\$79,904.31	\$81,901.92	\$83,949.47
XI	\$53,169.13	\$54,498.36	\$55,860.82	\$57,257.34	\$58,688.77	\$60,155.99	\$61,659.89	\$63,201.39	\$64,781.42	\$66,400.96	\$68,060.98	\$69,762.51	\$71,506.57	\$73,294.23	\$75,126.59	\$77,004.75	\$78,929.87	\$80,903.12	\$82,925.70	\$84,998.84
XII	\$62,452.62	\$64,013.94	\$65,614.28	\$67,254.64	\$68,936.01	\$70,659.41	\$72,425.89	\$74,236.54	\$76,092.45	\$77,994.76	\$79,944.63	\$81,943.25	\$83,991.83	\$86,091.63	\$88,243.92	\$90,450.02	\$92,711.27	\$95,029.05	\$97,404.77	\$99,839.89
XIII	\$66,930.27	\$68,603.53	\$70,318.61	\$72,076.58	\$73,878.49	\$75,725.46	\$77,618.59	\$79,559.06	\$81,548.03	\$83,586.74	\$85,676.40	\$87,818.31	\$90,013.77	\$92,264.12	\$94,570.72	\$96,934.99	\$99,358.36	\$101,842.32	\$104,388.38	\$106,998.09

RESOLUTION NO. 1459-2024

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE CITY OF SPANISH FORT, ALABAMA, AND GOODWYN, MILLS AND CAWOOD, LLC.

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 the proposal with Goodwyn, Mills and Cawood, LLC, for the construction engineering services related to TAP Grant Project No. TAPAA-TA22(919) along Jimmy Faulkner Drive in the City of Spanish Fort, Alabama, in accordance with the proposed contract which is attached hereto as Exhibit 1, subject to any changes approved by the Mayor.

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

Adopted and approved this ____ day of _____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

STATE OF ALABAMA
BALDWIN COUNTY

THIS AGREEMENT is made and entered into this the _____ day of _____, 20____
between The City of Spanish Fort, (hereinafter called the OWNER), and Goodwyn Mills
Cawood, LLC (hereinafter called the ENGINEER).

WITNESSETH:

WHEREAS, the OWNER has entered into an Agreement with the State of Alabama acting
through the Alabama Department of Transportation (ALDOT) for Project No.
TAPAA-TA22(919); AND WHEREAS, the PROJECT provides Sidewalk on Jimmy Faulkner
Drive from Tanager Lane to Spanish Fort Middle School; AND WHEREAS, ALDOT
grant eligible activities including construction engineering activities and it has been
agreed between the parties that the OWNER retain Goodwyn Mills and Cawood
LLC in the capacity of ENGINEER to provide such services.

ARTICLE I: DESCRIPTION AND SCOPE OF WORK:

The ENGINEER will provide the following services to the OWNER:

A. Construction Engineering

After State approval of the plans, contract documents, and authorization to award to
the lowest responsible bidder, the ENGINEER will perform Construction and
Engineering Services for the OWNER in accordance with the Standard Construction
Engineering and Inspection Services Statewide Agreement as prepared by The
Alabama Department of Transportation.

B. Estimated Engineering Cost for Construction Engineering:

Project No.	TAPAA-TA22(919)		
County	BALDWIN		
Description	SIDEWALK ON JIMMY FAULKNER DRIVE FROM TANAGER LANE TO SPANISH FORT MIDDLE SCHOOL		
Scope of Work	SIDEWALK		
Project Length	0.61 Miles		
Project Bid	\$364,941.20	This ManDay	15.00%
Consultant	Goodwyn Mills Cawood, LLC		
Fee Proposal (CE&I)			
PERSONNEL COST			
	Man-days x Daily Rate		
Senior Inspector	54.00	\$ 226.80	\$ 12,247.20
Level II Inspector	0.00	\$ 192.00	-
Senior Project Manager	4.00	\$ 400.00	1,600.00
Prof. Engineer	3.00	\$ 403.84	1,211.52
Engineering Administrator	4.00	\$ 176.00	704.00
	Total Direct Labor		\$ 15,762.72
Combined Overhead (%)	206.74		\$ 32,587.85
Out-of-Pocket Expenses (mileage)			\$ 1,247.12
		Sub-Total	\$ 49,597.69
Operating Margin (10%)			\$ 4,959.77
		Sub-Total	\$ 54,557.46
SUBCONSULTANTS (attach man-day & fee FROM each subconsultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
		Sub-Total	\$ 54,557.46
Facilities Capital Cost of Money (% of Direct Labor)	1.14		\$ 179.70
		TOTAL FEE	\$ 54,737.15

Total Estimated Cost **\$54,737.15**
ALDOT PARTICIPATION: **\$54,737.15**

The amount of this contract is \$54,737.15, Fifty-Four Thousand, Seven Hundred Thirty-Seven Dollars and 15/100.

Note: The charges above are based upon the contract period of 45 working days. In the event that the actual cost for inspection exceeds the time frame or the scope of the project changes and additional services of the ENGINEER are required due to, but not limited to, an extension of allowed construction time, utility conflicts, weather, etc., the ENGINEER shall be compensated in full for any and all additional services rendered beyond the terms of the original scope of work and this agreement. In the event that additional charges are made, the charges will be applied at the same rate and manner as regular charges which are in accordance with the terms of the aforementioned Construction Engineering and Inspection Services Statewide Agreement. All charges will be the responsibility of the OWNER, regardless of reimbursement by State or Federal Agencies and will be payable to the ENGINEER within 30 calendar days of receipt.

Overtime charges may be applied at the rates shown for hourly employees of the ENGINEER if the contractor exceeds 40 hours per week or as the project dictates. No additional approval shall be required.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers, and persons thereunto duly authorized; for the ENGINEER on the

_____ day of _____, 20___, and the OWNER on the

_____ day of _____, 20 ___.

:

OWNER: The City of Spanish Fort

ATTEST (SEAL)

ENGINEER: Bobby Kemp
Goodwyn Mills Cawood, LLC

WITNESS

RESOLUTION NO. 1460-2024

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GOODWYN, MILLS AND CAWOOD FOR ENGINEERING SERVICES FOR THE 2024 RESURFACING OF VARIOUS STREETS IN THE CITY OF SPANISH FORT, ALABAMA

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 an agreement with Goodwyn, Mills and Cawood for engineering services for the 2024 resurfacing of various streets in the City of Spanish Fort, Alabama. A copy of the project agreement is attached hereto as Exhibit 1, subject to any changes approved by the Mayor.

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

ADOPTED AND APPROVED this ____ *day of* _____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

EXHIBIT 1

**AGREEMENT FOR ENGINEERING SERVICES
CMOB 240062**

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, by and between the **CITY OF SPANISH FORT**, hereinafter referred to as the OWNER, and **GOODWYN MILLS CAWOOD, LLC**, hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER desires to have professional engineering services and consultation performed relative to the preparation of plans and specifications for construction of **SPANISH FORT 2024 RESURFACING PROJECT IN THE CITY OF SPANISH FORT, ALABAMA**, hereinafter referred to as the Project.

WHEREAS, OWNER desires to retain the ENGINEER as its engineering and consulting firm for the Project.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the OWNER and ENGINEER do agree, each with the other, as follows:

ARTICLE 1. Basic Services.

Design Phase

- 1.1 Prepare for incorporation in the Contract Documents final drawings that show the character and extent of the Project (hereinafter called "Drawings").
- 1.2 Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits and approvals typically required by law for similar projects.
- 1.3 Preparation of and application of all permitting, including environmental permitting as defined in Article 2. County Health Department Permitting, ADEM Stormwater permitting, ALDOT permitting and other permitting shall be considered Additional Services.
- 1.4 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Project Cost prepared by ENGINEER.
- 1.5 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents. The preparation of these documents is conditioned upon the OWNER or its legal counsel providing confirmation in writing as to whether the Project is sales tax exempt, and the OWNER shall hold the ENGINEER harmless therefrom.
- 1.6 Furnish copies of the above documents and present and review this in person with OWNER.

Bidding Phase

- 1.7 After the OWNER's acceptance of the plans and specifications as well as ENGINEER's most recent estimate of probable Project cost, and upon OWNER's authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding Phase. This phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase.
- 1.8 The ENGINEER will assist the OWNER in preparing the Contract Documents, the bid and any pre-qualification packages, and any necessary advertisements, in receiving bids and any pre-qualification applications for the Project, in conducting any pre-bid conferences and bid openings, and in making recommendations for qualifying contractors and awarding contracts for construction. For projects subject to the competitive bid law, the OWNER is responsible for the final determination of the lowest responsible and responsive bidder to whom a construction contract is awarded, shall obtain such legal counsel as necessary to make that determination, and shall hold ENGINEER harmless therefrom.
- 1.9 Issue addenda as appropriate to clarify, correct or change the bidding documents.
- 1.10 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.11 Consult with and advise OWNER as the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
- 1.12 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and assembling and awarding contracts for construction, materials, equipment and services.

Construction Phase

- 1.13 The ENGINEER will participate in a Pre-Construction Conference prior to commencement of Construction of the Project.
- 1.14 The ENGINEER will make recommendations to the OWNER as to the relative merits of materials and equipment related to ENGINEER'S plans.
- 1.15 The ENGINEER will check and approve any necessary shop and working drawings furnished by contractors related to ENGINEER'S plans.
- 1.16 The ENGINEER will interpret the ENGINEER'S plans and specifications to protect the original intent of the design as approved by the OWNER, and advise the contractor(s) accordingly. The ENGINEER will not, however, guarantee the performance of any contractor.

- 1.17 The ENGINEER will provide part-time engineering observation of the work of the Contractor as construction progresses, including monthly site visits as are necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work and to determine, in general, if such work is proceeding in accordance with the Contract Documents. The ENGINEER does not guarantee the performance of the Contractor by the ENGINEER's performance of such construction observation. The ENGINEER's undertaking hereunder shall not relieve the Contractor of his obligation to perform the work in conformity with the Contract Documents, including plans and specifications, and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
- 1.18 The ENGINEER shall have no responsibility for any Contractors' means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs or safety practices, nor shall ENGINEER have any authority or responsibility to stop or direct the work of any Contractor. However, ENGINEER shall have the authority to reject work which does not conform to the Contract Documents.
- 1.19 The ENGINEER will make a final review of the completed improvements to assess compliance with the engineering Contract Documents, including plans and specifications, and will make necessary recommendations to the OWNER.
- 1.20 The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon acceptance of Contractor's work by OWNER. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times with respect to the separate contracts. Time extensions or time overruns on the construction contract will require an extension of the engineering services for this phase along with an equitable adjustment to compensate ENGINEER for such additional services.
- 1.21 ENGINEER shall not be responsible for the acts or omissions of any Contractor or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. ENGINEER shall not be responsible for the adequacy of the Contractor's safety program, safety supervision, or any safety measure which the Contractor takes or fails to take in, on, or near the project site.

ARTICLE 2. Additional Services

The following scope of services shall be considered additional work from the Basic Services outlined in Article 1. Unless the Additional Services are authorized in Article 4, Compensation, in this Agreement, then the OWNER and ENGINEER shall agree through a written amendment hereto, for the ENGINEER to furnish, or obtain from others, additional services of the types listed below. These services will be paid for by the OWNER as indicated in the Agreement.

- 2.1 Geotechnical Investigations and Report including but not limited to soil borings and physical

testing of materials and equipment to be incorporated in the work and other such analysis or testing when necessary or deemed advisable by the ENGINEER for the design of the Project.

- 2.2 Geotechnical Materials testing services during construction, including but not limited to collection and testing of concrete cylinders, density testing of compacted soils, asphalt testing, laboratory tests of soils and materials.
- 2.3 Once the regulatory permits, including those outlined in Article 1, are submitted to the regulatory agencies, the ENGINEER will monitor the permitting process and all such time for tracking and monitoring and for re-submittal to an Agency who had lost the application, shall be considered as an Additional Service. Tracking and monitoring will consist of telephone calls, meeting with Agency personnel, and courier services.
- 2.4 Performing Stormwater Permitting Services including preparation of ADEM permits and BMP Plans and performing Stormwater Inspection Services during Construction.
- 2.5 Performing survey work for preparation of easements and deeds, courthouse research, easement preparation and acquisition, property preparation and acquisition (including right of way), research of legal documents, boundary surveys, and post construction services.
- 2.6 Performing survey work for engineering controls and construction staking costs, which include alignment, grade and benchmark control staking.
- 2.7 Preparation, submittal and tracking of permits required from the following agencies or any other regulatory agency, other than those specific permits listed in Article 1, Final Design Phase: US Fish & Wildlife Service, Alabama Historical Commission, Soil Conservation Service, EPA, Corps of Engineers, ADEM, County Health Department. Performing environmental permitting and investigation work including but not limited to wetlands delineation, wetlands mitigation, and field and office work associated with assisting the OWNER in obtaining agency approvals.
- 2.8 Preparation of applications and supporting documents (in addition to those furnished under Article 1, if applicable) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.9 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.10 Services resulting from significant changes in the scope, extent, or character of the portions of the Services designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

- 2.11 Providing renderings or models not defined as part of construction plans for OWNER's use.
- 2.12 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
- 2.13 Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
- 2.14 Additional survey, drafting and field work to prepare Record Drawings showing appropriate record information should the annotated record documents received from Contractor be insufficient for the preparation of the Record Drawings.
- 2.15 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
- 2.16 Assisting OWNER in consultations and discussions with Contractor concerning issues of warranty work required of the Contractor during the specified warranty period.
- 2.17 Preparation of Operations and Maintenance manuals.
- 2.18 Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- 2.19 Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

ARTICLE 3. Responsibilities of the OWNER

OWNER agrees to provide ENGINEER with complete information concerning the requirements of the project and to perform the following services:

- 3.1 The OWNER shall provide all criteria and complete information as to the OWNER's requirements for the Project and shall furnish all design and construction standards which the OWNER will require to be included in the engineering plans, specifications, and operational narrative.
- 3.2 The OWNER will assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project.

- 3.3 Hold promptly all required meetings, serve all required notices, fulfill all requirements necessary in the development of the project, and pay all costs incidental thereto.
- 3.4 The OWNER shall arrange for access to and make all provisions for the ENGINEER to enter upon public and private property to perform surveying, testing and other data collection as required for ENGINEER to perform services under this Agreement. OWNER shall appoint and designate in writing a person to act as OWNER's site access representative for such purpose, and shall include contact information for the individual so designated. OWNER agrees to hold the ENGINEER harmless from any and all claims, actions, damages and costs, including but not limited to attorney's fees, arising from OWNER's arrangements and provisions for access to property.
- 3.5 Furnish ENGINEER with a copy of any design and construction standards he shall require ENGINEER to follow for the project.
- 3.6 Furnish ENGINEER with copies of all deeds, plats, property maps and other information necessary to the description and location of all easements and deeds needed for the project.
- 3.7 Designate, in writing, a single person to act as OWNER's Representative with respect to the work to be performed under this agreement. The person designated as Representative shall have complete authority to transmit instructions and to receive information with respect to the work covered by this agreement.
- 3.8 The OWNER shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project. The OWNER shall also provide such legal services as the OWNER may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the ENGINEER to carry out its obligations under this Agreement. It is expressly understood and agreed that the ENGINEER itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.
- 3.9 The OWNER agrees to pay ENGINEER the Additional Services as may be required for the Project, as outlined in this agreement.
- 3.10 Be the Applicant for all permits and environmental clearances necessary to construct the Project and pay for any and all regulatory permitting and application fees.

ARTICLE 4. Compensation

- 4.1 The OWNER agrees to pay to the ENGINEER the following fees which shall be paid in monthly installments as work progresses:
- 4.2 For the Design Phase, Bidding Phase, and Construction Phase; the OWNER will pay ENGINEER a lump sum fee of **\$36,000.00**.
- 4.3 For Geotechnical Borings and Report during the Design Phase, the OWNER will pay ENGINEER a lump sum fee, which will be negotiated once the final scope of work is determined. A

written amendment to this agreement will be made. The fees shall be paid in monthly installments as work progresses. **NOT ANTICIPATED**

- 4.4 For Stormwater Permitting costs, which include permit and BMP preparation, permit transfer, permit termination and monthly inspections, the OWNER will pay ENGINEER a lump sum fee, which will be negotiated once the final scope of work is determined. A written amendment to this agreement will be made. The fees shall be paid in monthly installments as work progresses. **NOT ANTICIPATED**
- 4.5 For legal, easement and deed surveys and preparation, the OWNER will pay ENGINEER a fee based upon the attached GMC Standard Rate & Fee Schedule and the fee will be included as a cash allowance in the construction contract. **NOT ANTICIPATED**
- 4.6 For engineering controls and construction staking costs, which include alignment, grade and benchmark control staking, the OWNER will pay ENGINEER a fee based upon the attached GMC Standard Rate & Fee Schedule and the fee will be included as a cash allowance in the construction contract. **NOT ANTICIPATED**
- 4.7 For environmental and regulatory permitting in accordance with Article 2, the OWNER will pay ENGINEER a fee based upon the attached GMC Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses. **NOT ANTICIPATED**
- 4.8 For tracking and monitoring regulatory permit applications in accordance with Article 2, the OWNER will pay ENGINEER a fee based upon the attached GMC Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses.
- 4.9 The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, that are mutually agreed upon by the OWNER and the ENGINEER, shall be incorporated in written amendments to this Agreement.
- 4.10 If the period of service for construction observation or for Engineering services during construction is extended due to time extensions or time overruns to the construction contract, compensation for these additional construction observation and Engineering services during the extended Period of Service shall be at the rates shown in the GMC Standard Rate & Fee Schedule. The OWNER and ENGINEER will mutually agree upon the level of additional construction observation at the time of such occurrence.
- 4.11 OWNER shall reimburse ENGINEER for all costs incurred for the OWNER's direct instruction to rebid the project at the rates shown in the GMC Standard Rate & Fee Schedule.
- 4.12 Compensation for services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration or administrative proceeding shall be paid by OWNER at a rate of two times the ENGINEER's standard hourly rates. Whenever ENGINEER's bill to OWNER includes charges for ENGINEER's consultants for such services, those charges shall be the amounts billed by ENGINEER's consultant to ENGINEER times a factor of two.

- 4.13 Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of six-percent per annum from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

ARTICLE 5. Relationship of the Parties

- 5.1 The parties intend that this Agreement create an independent contractor relationship between them. The ENGINEER is a professional corporation and is not an agent or employee of OWNER for any purpose. The ENGINEER cannot and will not represent that he has the authority to bind OWNER in any contractual manner. Nevertheless, with regard to the bidding and construction phases, it is understood that ENGINEER may serve as the OWNER's representative with full authority to participate therein as designated in Article 1, above.
- 5.2 Neither party is to represent to others that the relationship between them is other than as stated above.
- 5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.
- 5.4 The OWNER and the ENGINEER each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 6.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrations, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 5.5 Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance of services hereunder.
- 5.6 ENGINEER may employ such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance or furnishing of services under this Agreement. ENGINEER shall not be required to employ any consultant unacceptable to ENGINEER.

ARTICLE 6. Ownership and Use of Project Documents

- 6.1 All documents are instruments of service in respect to the Services, and ENGINEER shall retain an Ownership and proprietary property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Services are completed.
- 6.2 Copies of documents that may be relied on by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- 6.3 OWNER may make and retain copies of documents for information and reference in connection with the services by OWNER. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's consultants.
- 6.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 6.5 Any verification or adaptation of the documents for extensions of the services or for any other services will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

ARTICLE 7. Liability and Indemnity

- 7.1 The ENGINEER will not be responsible for delays, disruptions or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the ENGINEER.
- 7.2 OWNER may not utilize ENGINEER's construction cost estimate after thirty calendar days from the date of delivery to OWNER without ENGINEER's written consent. Estimates of cost are made on the basis of the ENGINEER's experience, qualifications, and professional judgment, but since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by ENGINEER. Approvals, recommendations, estimates and decisions by the ENGINEER are made on the basis of the ENGINEER's experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.
- 7.3 Notwithstanding any other provision of this Agreement, the ENGINEER's total liability to the OWNER for any loss or damages from claims arising out of or in connection with this

Agreement from any cause including the ENGINEER's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the greater of the total contract price of this Agreement or the policy limits of coverage under ENGINEER's liability insurance in effect at the time such claims are made. The OWNER hereby releases the ENGINEER from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

- 7.4 Any and all liability resulting from conditions not created or caused to be created by the ENGINEER shall be the liability of the OWNER. Any and all liability that may arise from the construction, Ownership and/or operation of the improvements is solely the responsibility of the OWNER.

ARTICLE 8. Termination

- 8.1 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due ENGINEER at such time shall be computed upon applicable terms of Article 5, the amount of work completed or in progress as of the termination date and ENGINEER's reasonable cost of winding down its services after termination.

ARTICLE 9. Binding Arbitration

- 9.1 Any dispute arising out of or relating to this contract, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by a sole arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of the arbitration shall be in Baldwin County, Alabama.

ARTICLE 10. Miscellaneous

- 10.1 Reports and Information: The ENGINEER, at such times and in such forms as the OWNER may require, shall furnish to the OWNER such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.
- 10.2 This Agreement represents the entire and integrated Agreement between the OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the OWNER and the ENGINEER.
- 10.3 It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be

affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

10.4 It is expressly understood and agreed that the indemnity and insurance obligations of this Agreement, as well as the ENGINEER's proprietary interest in its engineering plans and specifications, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.

10.5 This Agreement is to be governed by the laws of the State of Alabama.

WHEREFORE, the undersigned, by their signatures, certify that they have carefully read this Agreement, understand the terms and conditions contained herein, have proper authority to execute this Agreement, and do so as their own free act:

OWNER:

ENGINEER:

THE CITY OF SPANISH FORT

GOODWYN, MILLS & CAWOOD, INC.

By: _____
Michael McMillan

By: _____
Wheeler Crook

Title: _____
Mayor

Title: _____
Vice President, Engineering

Attest:

(name and Title)

Attest:

Craig Sanford, PE
Project Manager



**2023
Standard Rate and Fee Schedule**

Standard Hourly Rates

Executive Vice President	\$ 300.00
Senior Vice President	\$ 250.00
Vice President	\$ 225.00
Senior Professional (Architect, Engineer Regional Technical Leader, Interior Design, Scientist, Project Manager)	\$ 250.00
Professional III (Architect, Engineer Design Manager, Interior Design, Scientist, Project Manager)	\$ 225.00
Professional II (Architect, Engineer State Technical Leader, Interior Design, Scientist, Project Manager)	\$ 200.00
Professional I (Architect, Engineer Design Coordinator, Interior Design, Scientist, Project Manager)	\$ 185.00
Senior Professional Staff (Architect, Project Engineer, Interior Design, Scientist, Assistant Project Manager)	\$ 160.00
Professional Staff III (Architect, Engineer Project Professional, Interior Design, Scientist)	\$ 135.00
Professional Staff II (Architect, Engineer Staff Professional, Interior Design, Scientist)	\$ 120.00
Professional Staff I (Architect, Interior Design, Scientist)	\$ 100.00
Senior Technical (Technical Spec., Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 160.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 140.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 115.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 95.00
Intern/Co-op II (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 90.00
Intern/Co-op I (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 70.00
Executive Administrative Assistant	\$ 115.00
Administrative Assistant II	\$ 95.00
Administrative Assistant I	\$ 75.00
Surveying:	
Professional Land Surveyor	\$ 180.00
Survey Crew (four-man survey crew)	\$ 310.00
Survey Crew (three-man survey crew)	\$ 250.00
Survey Crew (two-man survey crew)	\$ 185.00
Field Tech III	\$ 105.00
Field Tech II	\$ 80.00
Field Tech I	\$ 65.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.655 per mile
Travel/ Meals/ Lodging	Cost
Other Out-of-Pocket Expenses	Cost plus twenty percent
Sub-Consultant/ Sub-Contractors	Cost plus twenty percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus twenty percent
Printing & Shipping	
Out of house reprographic services	Cost
In-House B&W reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day



**2023 SCHEDULE OF FEES
GEOTECHNICAL SERVICES**

Drilling Services

Mobilization of Drilling Equipment, per rig, lump sum.....	\$ 900.00
Mileage above 50 miles from office, per mile.....	\$ 3.00
Furnish adverse terrain vehicle (ATV), if required by site conditions, per day.....	\$ 360.00
Soil Test Boring, including Standard Penetration Test	
0-50 ft., per linear foot.....	\$ 18.00
50-100 ft, per liner foot.....	\$ 21.00
Auger Boring without sampling, per foot.....	\$ 12.00
Time rate drilling, drilling through concrete or rubble, difficult moving on site, or delay time, per hour.....	\$ 250.00
Bulk Samples from borings, each.....	\$ 60.00
Undisturbed Samples, each.....	\$ 80.00
Drill crew per diem, per crew day	
2-man crew.....	\$ 425.00
3-man crew.....	\$ 625.00
Observation well installation, 1.5 to 2" diameter PVC, per linear foot.....	\$ 25.00
Water truck, per hour.....	\$ 200.00
Rock coring (NX or NQ), per linear foot.....	\$ 55.00
Set-up charge for rock coring, per boring.....	\$ 90.00
Temporary casing, per linear foot.....	\$ 10.00

Laboratory Testing

Standard Proctor, ASTM D698/AASHTO T99, per test.....	\$ 135.00
Modified Proctor, ASTM D1557/AASHTO T180, per test.....	\$ 160.00
Atterberg Limits Testing, ASTM D4318, per test.....	\$ 95.00
Grain Size Analysis (without Hydrometer), ASTM D422/AASHTO T88, per test.....	\$ 95.00
Grain Size Analysis by Hydrometer, ASTM D422/AASHTO T88, per test.....	\$ 190.00
Percent Finer than No. 200 Sieve, ASTM D1140, per test.....	\$ 80.00
Moisture Content, ASTM D2216, per test.....	\$ 12.00
Permeability Test, ASTM D5084, per test.....	\$ 475.00
Triaxial Shear Test (CU w/ pore pressure), ASTM D4767, per test.....	\$ 1,000.00
Triaxial Shear Test (UU), ASTM D2850, per test.....	\$ 500.00
Consolidation Test, ASTM D2435, per test.....	\$ 500.00
Resilient Modulus, AASHTO T-307, per test.....	\$ 600.00
California Bearing Ratio, ASTM D1883/AASHTO T93 (2 points, does not include Proctor), per test.....	\$ 425.00
Sample Preparation or Remolding, per sample.....	\$ 75.00

Personnel

Staff Professional, EI - per hour.....	\$ 135.00
Project Manager, per hour.....	\$ 160.00
Senior Project Manager, per hour.....	\$ 185.00
Project Engineer or Geologist, P.E./P.G., per hour.....	\$ 200.00
Senior Engineer, P.E., per hour.....	\$ 225.00
Special Inspector, per hour.....	\$ 130.00
Laboratory Technician, per hour.....	\$ 80.00
Senior Engineering Technician, per hour*.....	\$ 80.00
Engineering Technician, per hour*.....	\$ 65.00
Structural Steel Inspector, CWI, per hour*.....	\$ 130.00
Word Processing, per hour*.....	\$ 75.00

Other

Mileage, company truck or personal vehicle, per mile.....	\$ 0.80
Per diem, per man, per day.....	\$ 175.00
Subcontractor mark-up, job related.....	Cost+15%

*Overtime Premium (in excess of 8 hours/day or on weekends and holidays)

Monday - Friday and Saturday.....	Hourly rate x 1.5
Technician Overtime Premium (for work on Holidays and Sunday).....	Hourly rate x 2.0

All Hourly charges and mileage charges are portal-to-portal

Rates effective through December 31, 2023 unless otherwise agreed upon



**2023 SCHEDULE OF FEES
CONSTRUCTION TESTING SERVICES**

Laboratory Testing

Standard Proctor, ASTM D698/AASHTO T99, per test	\$ 135.00
Modified Proctor, ASTM D1557/AASHTO T180, per test.....	\$ 160.00
Atterberg Limits Testing, ASTM D4318, per test.....	\$ 95.00
Grain Size Analysis (without Hydrometer), ASTM D422/AASHTO T88, per test.....	\$ 95.00
Grain Size Analysis by Hydrometer, ASTM D422/AASHTO T88, per test.....	\$ 190.00
Percent Finer than No. 200 Sieve, ASTM D1140, per test.....	\$ 80.00
Moisture Content, ASTM D2216, per test	\$ 12.00
Permeability Test, ASTM D5084, per test.....	\$ 475.00
Triaxial Shear Test (CU w/ pore pressure), ASTM D4767, per test.....	\$ 1,000.00
Triaxial Shear Test (UU), ASTM D2850, per test	\$ 500.00
Consolidation Test, ASTM D2435, per test	\$ 500.00
Resilient Modulus, AASHTO T-307, per test.....	\$ 600.00
California Bearing Ratio, ASTM D1883/AASHTO T93 (2 points, does not include Proctor), per test.....	\$ 425.00
Sample Preparation or Remolding, per sample.....	\$ 80.00
Compressive Strength Testing of Concrete Cylinder, each.....	\$ 16.00
Compressive Strength Testing of Masonry Grout Prism, each.....	\$ 25.00
Compressive Strength Testing of 2 x 2 Cubes, each.....	\$ 20.00
Compressive Strength Testing of Beams, each	\$ 80.00

Personnel

Staff Professional, EI - per hour.....	\$ 135.00
Project Manager, per hour	\$ 160.00
Senior Project Manager, per hour	\$ 185.00
Project Engineer or Geologist, P.E./P.G., per hour	\$ 200.00
Senior Engineer, P.E., per hour	\$ 225.00
Special Inspector, per hour.....	\$ 130.00
Laboratory Technician, per hour.....	\$ 80.00
Senior Engineering Technician, per hour*	\$ 80.00
Engineering Technician, per hour*	\$ 65.00
Structural Steel Inspector, CWI, per hour*	\$ 130.00
Word Processing, per hour*	\$ 75.00

Other

Minimum daily vehicle trip charge, per day.....	\$ 75.00
Mileage, company truck or personal vehicle, per mile.....	\$ 0.80
Per diem, per man, per day	\$ 175.00
Floor Profiler, per day.....	\$ 400.00
Equipment Charge, testing equipment, per day.....	\$ 75.00
Dual-Mass Dynamic Cone Penetrometer Charge, per day	\$ 125.00
Subcontractor mark-up, job related	Cost+15%
*Overtime Premium (in excess of 8 hours/day or on weekends and holidays)	
Monday - Friday and Saturday	Hourly rate x 1.5
Technician Overtime Premium (for work on Holidays and Sunday)	Hourly rate x 2.0

Notes:

- Charges for engineering and technical personnel will be made for time spent in the field, in engineering analysis, in preparation of reports, and in travel portal to portal from our office. For scheduling requests received without sufficient notice as stated within the GMC proposal, services will be staffed with available personnel at the associated unit rates.
- A minimum per trip charge of 4 hours applies for field testing services and 8 hours for on-site time greater than 4 hours. A minimum charge of 3 hours per trip applies to sample pick up services.
- A minimum of 1/2 hour per day will be invoiced for Project Manager/Engineer review time and 1/2 hour per day will be invoiced for report preparation or word processing. Project setup charge of 3 hours of Project Management time will be charged at the beginning of the project.
- Rates are effective through the completion of the project or December 31, 2023, unless otherwise agreed upon.

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

Regular Meeting
November 4, 2024
Spanish Fort Community Center
6:00 p.m.

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

Work Session October 21, 2024
Regular Meeting October 21, 2024
Work Session October 30, 2024

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

Congressman Jerry Carl has sent out a survey to Spanish Fort residents asking for feedback about our postal service. Please check your email inbox and fill out the survey. If you did not receive a survey, please send your comments to jerry.carl@mail.house.gov. It is important the Congressman and his staff receive your feedback.

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

Please join the City of Spanish Fort as we break ground on the construction of the new Spanish Fort Fire Rescue Station Number 1. Groundbreaking ceremonies will be held on Friday, November 8, 2024, at 10:00 a.m. at the future Fire Station No. 1 location at the intersection of Highway 31 and Wayside Drive.

- IX. OLD BUSINESS
- X. NEW BUSINESS

Promotion Ceremony for Fire Department Employee

Ordinance No. 677-2024-----An Ordinance Establishing a Procurement Policy for the City of Spanish Fort

Ordinance No. 685-2024-----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort Changing the Zoning Classification of Certain Property Located Near the Intersection of Alabama Highway 225 and U.S. Highway 31 and Bearing Tax Parcel No. 05-32-09-38-0-001.024 from R-1 to B-3 and the Property Bearing Tax Parcel No. 05-32-09-30-1-002-002.000 from B-2 to B-3

Ordinance No. 686-2024-----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort Changing the Zoning Classification of Certain Property Located at 6625 Spanish Fort Blvd., Spanish Fort, Alabama, and Bearing Tax Parcel No. 05-32-09-30-1-002.002.003 from B-2 to B-3

Ordinance No. 687-2024-----An Ordinance Altering and Establishing the District Lines or Boundaries for the 2025 and Subsequent Municipal Elections

Resolution No. 1455-2024-----A Resolution Awarding A Bid for Disaster Debris Removal and Disposal Services for the City of Spanish Fort, Alabama

Resolution No. 1456-2024-----A Resolution Authorizing the Mayor to Enter into an Agreement with Pool Services Techs, LLC

Resolution No. 1457-2024----A Resolution Authorizing the Mayor to Execute an Agreement for Professional Services with Avizo Group, Inc.

Resolution No. 1458-2024----A Resolution Amending the Employee Pay Classification Guidelines

Resolution No. 1459-2024-----A Resolution Authorizing the Mayor to Execute an Agreement for Engineering Services Between the City of Spanish Fort, Alabama, and Goodwyn, Mills and Cawood, LLC

Resolution No. 1460-2024-----A Resolution Authorizing the Mayor to Execute an Agreement with Goodwyn, Mills and Cawood for Engineering Services for the 2024 Resurfacing of Various Streets in the City of Spanish Fort, Alabama

Resolution No. 1461-2024-----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

XI. ADJOURN TO NEXT MEETING
Work Session and Regular Meeting, November 4, 2024