

**ROBERTSDALE CITY COUNCIL  
MONDAY, AUGUST 18, 2025  
COUNCIL MEETING 8:00 A.M.**

**ROLL CALL**

**APPROVAL OF MINUTES – AUGUST 4, 2025**

**APPROVAL OF BILLS - PER LIST**

**PUBLIC HEARING:**

**PRESENTATIONS:**

1. Robertsdale Youth Baseball League
2. The Distinguished Young Women Program of Baldwin County

**DECISIONS & DISCUSSION - OLD BUSINESS:**

**DECISIONS & DISCUSSION - NEW BUSINESS:**

1. Grant Agreement from Alabama Department of Economic and Community Affairs
2. Cancel the Lease with Children's Learning Center Inc. at the Day Care Facility
3. Execute a Lease with Home Away From Home Too Childcare LLC on the Day Care Facility

**ORDINANCES AND RESOLUTIONS:**

**INFORMATION:**

City of Robertsdale  
\$1750.00

Distinguished Young Women of Baldwin County

Dear Potential Patron:

The Distinguished Young Women program of Baldwin County, formerly known as Junior Miss, is the largest and oldest national scholarship program for high school senior girls. With the assistance of our valued sponsors, the program is able to continue.

Please provide us with a business card or logo for us to advertise on our social media outlet.

+ a picture  
with the big  
check.

- ❖ **Diamond:** \$1500 and above
  - Includes four VIP tickets and two program books
  - Logo on all social media sites & poster
  - Verbal announcement the day of the program
  - Opportunity to present an award
- ❖ **Emerald:** \$1000 - \$1499
  - Includes two VIP tickets and a program book
  - Logo on all social media sites & poster
  - Verbal announcement the day of the program
- ❖ **Gold:** \$500 - \$999
  - Logo on all social media sites & poster
- ❖ **Bronze:** \$250-\$499
  - Logo on all social media sites & poster

One hundred percent of donation amounts are used to support scholarships for our participants. These donations are tax-deductible and can be written in the name of a business or an individual.

If you wish to donate, please submit no later than **August 15, 2025** make checks payable to:  
Distinguished Young Women of Baldwin County and mailed with your sponsorship form to:  
**P.O. Box 1011 / Fairhope, AL 36533.**

We thank you for being a part of supporting Baldwin County's future! We invite you to attend on September 6, 2025 at 5:00 pm at Coastal Alabama Community College in Bay Minette, L.D. Owen Performing Arts Center.

Respectfully,

Ivelisses Gonzalez-Hixon, Patron Scholarship Chairperson  
baldwindistinguishedyw@gmail.com  
251-593-5201

Jeni Wofford  
251.605.3200

**shannonburkett@robertsdale.org**

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**From:** mayor@robertsdale.org  
**Sent:** Monday, August 11, 2025 2:47 PM  
**To:** shannonburkett@robertsdale.org  
**Cc:** stacylmckean@gmail.com; 'Greg Smith'; 'Lewis Shealy'; mayor@robertsdale.org; 'Jason C. Shipp'  
**Subject:** ADECA Grant Agreement  
**Attachments:** 24-LW-1108 Agreement for Amphitheater.pdf

Shannon,

Would you please place this on the Council's agenda for August 18<sup>th</sup>, under New Business. This is the grant agreement from ADECA that we need to approve to secure the \$500,000 grant they just awarded us on the Amphitheater project so we can move this matter forward, if you should have any questions please advise and thank you for all your assistance.

Charlie

STATE OF ALABAMA       )  
MONTGOMERY, ALABAMA)

AGREEMENT NO. **24-LW-1108**

SUBAWARD AGREEMENT

THIS AGREEMENT is effective as of this **1st** day of **August 2025**, by and between the **City of Robertsdale** (Subrecipient) and the Alabama Department of Economic and Community Affairs (ADECA).

**Subrecipient's Name:** City of Robertsdale

**Subrecipient's Unique Entity Identifier Number:** MT58ZKX8KDM7

**Federal Award Identification Number (FAIN):** P25AP01145

**Federal Award Date:** July 23, 2025

**Subaward Period of Performance Start Date and End Date:** August 1, 2025, through February 28, 2027

**Subaward Budget Start Date and End Date:** August 1, 2025, through February 28, 2027

**Amount of Federal Funds Obligated by this Agreement:** \$500,000.00

**Total Amount of Federal Funds Obligated to Subrecipient:** \$500,000.00

**Total Amount of Federal Award:** \$500,000.00

**Total Project:** \$2,495,000.00

**Subrecipient Amount:** \$1,995,000.00

**ADECA Percentage:** 20.04%

**Subrecipient Percentage:** 79.96%

**Project Name:** Centennial Park Amphitheater

**Federal Award Project Description:** Construct an amphitheater, park entry building with restrooms, ground area, and parking facilities at Centennial Park.

**Name of Federal Awarding Agency:** U.S. Department of the Interior (DOI)

**Pass-through Entity:** ADECA

**Contact Information for Pass-through Entity's Official:** Kenneth W. Boswell, ADECA  
Director/State Liaison Officer

**Identification of Whether Subaward is Research and Development:** No

**Indirect Cost Rate for Federal Award:** 0%

WITNESSETH THAT:

WHEREAS ADECA desires to engage the Subrecipient to carry out certain activities or services hereinafter described in connection with an undertaking which is expected to be financed or partially financed through the Federal Assistance authorized under the State's Land and Water Conservation Fund Program (LWCF) Program.

NOW THEREFORE, the parties hereto do mutually agree as follows:

ADECA hereby agrees to engage the Subrecipient, and the Subrecipient hereby agrees to carry out the activities hereinafter set forth in connection with the State's LWCF Program administered by ADECA, under LWCF Project Number **24-LW-1108** made to the Subrecipient from the Federal Award (FAIN **P25AP01145**) identified herein above.

The Subrecipient, in assisting ADECA during the period of this Agreement and with the Federal Assistance provided for in this Agreement, shall perform all the necessary services stated in this Agreement.

Upon execution of this Agreement, ADECA agrees to provide to the Subrecipient the Federal Assistance under Public Law 88-578, as amended. The funding agency is the National Park Service (NPS) of the DOI. The award of funds is made under the title of Outdoor Recreation Acquisition, Development and Planning (popular name, LWCF) Grant Funds. Such Federal Assistance is subject to the terms and conditions of this Agreement, all applicable laws, and regulations, and all other requirements of ADECA, the State, or the DOI, now or hereafter in effect. This Agreement is effective with respect to such Federal Assistance as of the date specified above, and consists of (1) the Letter of Award and submissions made with respect thereto; (2) the Subrecipient's ADECA-approved Application specified herein, including any assurances, certifications, maps, schedules, and other submissions; (3) the U.S. Department of the Interior LWCF Program Regulations published at 36 C.F.R. Part 59, and State Policies; (4) the *Land and Water Conservation Fund State Assistance Program, Federal Financial Assistance Manual, Volume 72*, and by extension any *ADECA Land and Water Conservation Fund (LWCF) Administrative Manual* and any addendums thereto; (5) the DOI Standard Award Terms and Conditions (effective December 2, 2019); and (6) the following Terms and Conditions:

#### **A. DEFINITIONS**

Except to the extent modified or supplemented by this Agreement, any term defined in the Land and Water Conservation Fund Act of 1965, as amended, 54 U.S.C. §§ 200301–10, shall have the same meaning when used herein.

1. "Agreement" means this Agreement as described above, and any amendments or supplements hereto.
2. "Applicant" means the entity designated as such in the Letter of Award and herein as the Subrecipient.

3. "Application" means the Subrecipient's Application for Federal Assistance that has been approved by ADECA and designated as such per the Letter of Award.

4. "Certifications" means the certifications submitted with the grant application and the certifications listed in the Letter of Award.

5. "Federal Assistance" means the Federal assistance, grant(s), funds, and any loan(s) secured by loan guarantee(s), provided by ADECA to the Subrecipient under this Agreement.

6. "Federal Award" means the Federal grant awarded from the Federal awarding agency to the State of Alabama and administered by ADECA as the State Administering Agency, and which is identified by its "Federal Award Identification Number" (FAIN). Herein this Agreement, the Federal Award is FAIN **P25AP01145**.

7. "Manual" means the *Land and Water Conservation Fund State Assistance Program, Federal Financial Assistance Manual, Volume 72*.

8. "Program" means the LWCF Program, project, or other activities, including the administration thereof, with respect to which Federal Assistance is being provided under this Agreement.

9. "State" means the State of Alabama.

10. "Subrecipient" means the entity signing this Agreement who is the Applicant or entity designated as a recipient for grant or loan assistance in the Letter of Award.

11. "NPS" means the National Park Service, United States Department of the Interior.

12. "Director" means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.

13. "Secretary" means the Secretary of the Department of Interior, or any representative lawfully delegated the authority to act for such Secretary.

14. "Land and Water Conservation Fund" or "LWCF" means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 STAT 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.

15. "Project" means the LWCF grant, which is subject to the Agreement and/or its subsequent Amendments.

## **B. SCOPE OF SERVICES**

1. The Subrecipient agrees to do, perform, and carry out in an expedient, satisfactory, and proper manner, as determined by ADECA, the work activities and administrative services described in the Subrecipient's ADECA-approved Application submitted for Federal Assistance under this LWCF project and the terms of this Agreement. The Subrecipient further agrees that all activities carried out under the terms of this Agreement shall satisfy all requirements of ADECA and shall be as described in the Subrecipient's ADECA-approved Application unless otherwise expressly directed by ADECA.

2. The Subrecipient agrees to permit and to facilitate reviews by ADECA of the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement at Montgomery or at other places as ADECA may determine.

3. The Subrecipient shall submit to ADECA progress reports describing the progress of the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement when requested by ADECA.

## **C. CHANGES**

1. ADECA or the Subrecipient may, from time to time, request changes in the scope of services to be performed by the Subrecipient under this Agreement. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between ADECA and the Subrecipient, shall follow ADECA's governing policy and be incorporated in written amendments to this Agreement.

2. Notwithstanding the terms stated in Section C.1. herein this Agreement, ADECA may, from time to time, approve a revision to the Subrecipient's budget document and/or scope for the LWCF project under this Agreement without a formal written amendment to this Agreement. However, for such revision to be valid, it shall be approved by ADECA. In no case shall the revision change the total amount of compensation identified under the terms stated in Section F., below, without a formal amendment to this Agreement.

## **D. PERSONNEL**

1. It shall be the responsibility of the Subrecipient, when necessary, to hire personnel or to contract or subcontract for the work to be performed as set out in the Scope of Services, to include the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement. All persons so hired or under contract or subcontract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

2. The Subrecipient shall provide to ADECA a sampling of all contracts and subcontracts for said work or services as and when requested by ADECA.

## **E. TIME OF PERFORMANCE**

The Subrecipient shall commence performance of this Agreement on **August 1, 2025**. The full Grant amount shall be expended by **February 28, 2027**.

1. ADECA retains the right to rescind any part, or all, of the Federal Assistance committed by this Agreement and the Letter of Award. Such right may be exercised if action or the lack of action by or on behalf of the Subrecipient indicates to ADECA that the work activities and administrative services described in the Subrecipient's ADECA-approved Application, or the terms of this Agreement are not adhered to or are not progressing according to this Agreement.

2. The Subrecipient by execution of this Agreement certifies that the Subrecipient will implement the work activities and administrative services described in the Subrecipient's ADECA-approved Application and the terms of this Agreement, substantially in compliance with this Agreement, and that failure to do so may affect the Subrecipient's continued capacity to participate in ADECA's future Federal Assistance and other funding decisions.

## **F. METHOD OF PAYMENT**

1. ADECA and the Subrecipient have agreed upon a total payment of LWCF funds not to exceed **\$500,000.00**.

2. The Subrecipient will be paid on an advance payment basis if it maintains a cash management plan, maintains or demonstrates the willingness and ability to maintain both written procedures to minimize the transfer of funds, and their disbursement by the Subrecipient and financial management systems that meet the standards for fund control and accountability in accordance with 2 C.F.R. § 200.305. If the advance requested exceeds thirty (30) days, the Subrecipient must provide a written explanation with the invoice requesting advance funds and is subject to approval by ADECA. Source documentation and a follow-up invoice must be submitted to account for the actual expenditures made against advances.

3. The Subrecipient will be paid on a reimbursement basis when the above requirements for advances cannot be met, the Federal awarding agency has specific conditions per 2 C.F.R. § 200.305, or the Subrecipient requests, in writing, payment by reimbursement.

4. The Subrecipient agrees to match the expenditures incurred in the execution of activities stated herein with matching cash or "in-kind" services as shown in the approved (original or revised) LWCF Project Cost Estimate. Payment of funds are subject to and dependent upon the availability of Federal funds awarded to ADECA for the program purposes herein stated.

5. This Agreement, authorized by the State of Alabama on **August 1, 2025**, under the Letter of Award of State LWCF funds for LWCF Project Number **24-LW-1108** is hereby accepted by the Subrecipient.

6. The Subrecipient agrees to comply with, and to accept responsibility for compliance by any private non-profit entity carrying out LWCF grant activity on behalf of the Subrecipient in accordance with, the terms and conditions of this Agreement, applicable laws, applicable regulations, and all requirements of ADECA, the State, or the DOI, now or hereafter in effect, pertaining to the Federal Assistance provided.

7. The Subrecipient must invoice no less than quarterly but may invoice as often as once a month. All invoices must be cleared within sixty (60) days of the close of the Agreement and appropriate backup data must be furnished with each invoice in accordance with ADECA's LWCF Policy.

8. In addition to the above clauses, the Subrecipient, and its contractors and subcontractors, shall agree with and adhere to the terms stated in Section L., below.

## **G. CLOSEOUT PROCEDURES**

Within 90 days of the project completion date (when all work on a project is completed, or the date the project expires, whichever comes first), the Subrecipient shall follow the ADECA Federal Initiatives and Recreation Division's established LWCF Program closeout procedures when closing the LWCF project under this Agreement. The Subrecipient may access ADECA's LWCF Program closeout documents from the ADECA Federal Initiatives and Recreation Division's LWCF Program staff and on the ADECA website at [www.adeca.alabama.gov](http://www.adeca.alabama.gov).

## **H. RECORD RETENTION**

1. Financial records, supporting documents, statistical records, and all other Subrecipient (to include ADECA, the Subrecipient, contractors, and subcontractors) records pertinent to a Federal award (to include the LWCF project under this Agreement) must be retained for a period of at least three years from the date of ADECA's submission of the final expenditure report on this Federal Award to the U.S. Department of the Interior, or for Federal awards that are renewed quarterly or annually, from the date of ADECA's submission of the quarterly or annual financial report, respectively, as reported to the U.S. Department of the Interior (as the Federal awarding agency) or pass-through entity (the State, and ADECA) in the case of the Subrecipient.

2. Because Federal agencies (to include the DOI) may have different record retention requirements, each of ADECA's Divisions will have its own record retention requirements so as to comply with the appropriate Federal record retention requirements. For the ADECA Federal Initiatives and Recreation Division's LWCF Program record retention requirements applicable to this Federal Award and the LWCF project under this Agreement, the following record retention requirements are applicable:

All Subrecipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 C.F.R. § 200.333–337.

3. When applicable, the Subrecipient, contractors, and subcontractors shall comply with the Alabama Competitive Bid Law (Ala. Code § 41-16-54), which requires that all original bids, together with all documents pertaining to the award of a contract, shall be retained in accordance with a record retention period of at least seven (7) years.

#### **I. INCORPORATION OF SUBMISSIONS MADE UNDER THE LETTER OF AWARD**

The submissions made pursuant to the Letter of Award are incorporated into this Agreement by reference to said Letter. The Subrecipient, by execution of this Agreement, further certifies that:

1. The Subrecipient has complied with all applicable requirements of 36 C.F.R. Part 59, and the Subrecipient's applicable environmental review forms will be submitted for approval by ADECA.

2. Where applicable, the Subrecipient has consulted with other State agencies, as appropriate, and has obtained applicable permits and/or has satisfied other conditions imposed from those State agencies which have authority to review LWCF project applications, and/or issue permits, and/or retain other responsibilities in regard to local or State projects.

#### **J. OFFICE OF MANAGEMENT AND BUDGET (OMB) UNIFORM GUIDANCE FOR FEDERAL AWARDS**

For any and all contracts or grants made by a non-Federal entity under a Federal award, the non-Federal entity must comply with 2 C.F.R. Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which includes but is not limited to, subpart B, General Provisions; subpart C, Pre-Federal Awards Requirements and Contents of Federal Awards; subpart D, Post Federal Award Requirements; subpart E, Cost Principles; subpart F, Audit Requirements; and all accompanying appendices.

#### **K. REQUIRED TERMS UNDER 2 C.F.R. § 200.327**

For any and all contracts made by a non-Federal entity under a Federal Award, 2 C.F.R. § 200.327 requires provisions covering the following (as found in Appendix II to Part 200) be included and adhered to as applicable and unless specifically excluded by other Federal regulations:

## 1. TERMINATION OF AGREEMENT

(a) A clause addressing a termination for cause and convenience must be included in all contracts in excess of \$10,000. The following provisions apply to termination under this grant agreement, whether termination by the Department or by the Subrecipient. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

(1) **Termination for Convenience.** This agreement may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If the Department determines that continuation of the work will serve no useful public purpose, this Agreement may be terminated by the Department and the Subrecipient shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.

(2) **Termination for Cause.** If, through any cause, the Subrecipient shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected within fifteen (15) days after such notice is given by the Department to the Subrecipient, the Department shall thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the Subrecipient of such termination or suspension and specifying the effective date thereof.

(b) In the event of termination, for either convenience or cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Subrecipient under this Agreement shall, at the option of the Department, and if in accordance with applicable State and Federal regulations, become the property of the Department. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

(c) Notwithstanding the above, the Subrecipient shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Agreement by the Subrecipient, and the Department may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the Department from the Subrecipient is determined.

## 2. HEARING ON APPEAL

(a) The Subrecipient shall have the right to appeal any determination to terminate made by the Department; however, if the Subrecipient has failed to submit its appeal, in writing, within ten (10) calendar days from written notice of the

termination and/or has failed to request and receive approval from the Department for extension of such, then the Subrecipient shall have no further right of appeal.

(b) A hearing shall be conducted at the Department's offices in Montgomery, Alabama, or any other appropriate location at the Department's discretion, with a written notification of the time, place, and subject matter provided by the Department to the Subrecipient.

### **3. EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with 41 C.F.R. § 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any Federally assisted construction contract as defined by 41 C.F.R. § 60-1.3, contractors, during the performance of this Agreement, hereby agree as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or

understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work: Provided, that if the Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Subrecipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **4. COPELAND "ANTI-KICKBACK" ACT**

For all prime construction contracts in excess of \$2,000, the Contractor or Subrecipient shall comply with the Copeland "Anti-Kickback" Act, 40 U.S.C. § 3145, as supplemented by Department of Labor regulations (29 C.F.R. Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of the Copeland "Anti-Kickback" Act, the Department shall report such violation to the Federal awarding agency.

#### **5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

In the event this Agreement or grant award is for an amount in excess of \$100,000 and involves the employment of mechanics and laborers, the Contractor or Subrecipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3701-08, specifically §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Said Act includes provisions which provide that a contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

## **6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 C.F.R. 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.

## **7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

In the event this Agreement or grant award is for an amount in excess of \$150,000, the Contractor or Subrecipient shall 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, 33 U.S.C. § 1251–1387. The Department shall report any suspected or reported violation to the Federal awarding agency and to the Environmental Protection Agency.

## **8. DEBARMENT AND SUSPENSION**

(a) The Subrecipient is prohibited from using any contractor or subcontractor that has been debarred, suspended, or otherwise excluded from participation in Federal Assistance programs (Executive Orders 12549 and 12689).

(b) The Subrecipient shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (See 2 C.F.R. § 180.300). The Excluded Parties List System is available for access from the System for Award Management website at <https://www.sam.gov>.

(c) The Subrecipient certifies, by entering into this Agreement, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any Federal agency or by any department, agency, or political subdivision of the State. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.

(d) The Subrecipient certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Subrecipients shall immediately notify the Department if any

subcontractor becomes debarred or suspended, and shall, at the Department's request, take all steps required by the Department to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

#### **9. BYRD ANTI-LOBBYING AMENDMENT**

In the event this Agreement or grant award is for an amount exceeding \$100,000, Contractors and Subrecipients shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, and shall 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 shall 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.

#### **10. PROCUREMENT OF RECOVERED MATERIALS**

The Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to 2 C.F.R. § 200.323(b), subrecipients are encouraged, to the extent practicable and permitted by law, to purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products, in keeping with Executive Order 14057.

#### **11. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES**

- (a) Subrecipients are prohibited from obligating or expending grant funds to:
  - (1) Procure or obtain covered telecommunications equipment or services;
  - (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in Section 889 of Pub. L. No. 115-232, “covered telecommunications equipment or services” means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) When a subrecipient accepts a grant subaward, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in 2 C.F.R. § 200.216. The subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment and services beyond the certification provided upon accepting the grant and those provided upon submitting payment requests and financial reports.

## **12. DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

(a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **L. OTHER APPLICABLE FEDERAL AND STATE LAWS**

In addition to the above sections, the Subrecipient, and any contractor or subcontractor, agrees with, and shall adhere to, the following:

### **1. WHISTLEBLOWER PROTECTIONS**

An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. § 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The Subrecipient must inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712.

### **2. TOBACCO SMOKE**

Pub. L. No. 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. § 6083) prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through State or local governments by Federal grant, contract, loan, or loan guarantee.

### **3. DRUG-FREE WORKPLACE REQUIREMENTS**

In accordance with provisions of Title V, Subtitle D of Pub. L. No. 100-690 or No. 111-350 (41 U.S.C. § 8101 et seq.), the Drug-Free Workplace Act of 1988, all subrecipients must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.

#### **4. TRANSPARENCY ACT**

Awards under Federal programs are included under the provisions of Pub. L. No. 109-282, the Federal Funds Accountability and Transparency Act of 2006. Under this statute, the State is required to report information regarding executive compensation and all subawards, contracts and subcontracts in excess of \$30,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov>) and in accordance with the terms found in Federal regulations at 2 C.F.R. Part 170, including Appendix A. Therefore, all Subrecipients, who meet this threshold, will be required to furnish this information to the division within ADECA which is funding the Subrecipient agreement. Specific reporting processes will be provided by the applicable ADECA division to Subrecipients. Active enrollment in the System for Award Management is a condition of payment under Section F herein this Agreement.

#### **5. POLITICAL ACTIVITY**

The Subrecipient shall comply with the Hatch Act (5 U.S.C. § 1501, *et seq.*) regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or ADECA under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

#### **6. HUMAN TRAFFICKING PROVISIONS**

This award is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, codified in 22 U.S.C. § 7104.

#### **7. PURCHASES OF AMERICAN-MADE EQUIPMENT AND PRODUCTS**

As stated in Section 507 of Pub. L. No. 103-333, it is the sense of Congress that to the extent practicable, all equipment and product purchases with funds from this Agreement should be American-made.

#### **8. MANDATORY DISCLOSURES**

Pursuant to 2 C.F.R. 200.113, the Subrecipient must promptly disclose whenever, in a timely manner, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729–33). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and the Department. Subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of 2 C.F.R. Part 200. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (See also 2 C.F.R. Part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.

**9. NON-APPROPRIATION AND PRORATION AND NOT TO CONSTITUTE A DEBT OF THE STATE**

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose. In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Ala. Code § 41-4-90, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Ala. Const. art. XI, § 213.

**10. CONFLICTING PROVISION**

If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in this Agreement shall be deemed null and void.

**11. IMMUNITY AND DISPUTE RESOLUTION**

(a) The parties to this agreement recognize and acknowledge that ADECA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Ala. Const. art. I, § 14. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity.

(b) In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

(c) For any and all other disputes arising under the terms of this agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

## **12. DISCLAIMER**

(a) ADECA specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from ADECA whether by contract, grant, loan, or by any other means.

(b) No Subrecipient, Contractor, or agency performing services under any agreement, contract, grant or any other understanding, oral or written, other than an actual employee of ADECA, shall be considered an agent or employee of the State of Alabama or ADECA or any division thereof. The State of Alabama, ADECA, and their agents and employees assume no liability to any Subrecipient, contractor or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Subrecipient, contractor or agency, or any other person.

## **13. ACCESS TO RECORDS**

The Director of the Department, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have the right of access to any pertinent books, documents, papers, and records of the Subrecipient for the purpose of making audits, financial reviews, examinations, excerpts and transcripts. This right also includes timely and reasonable access to Subrecipient personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required retention period but shall last as long as the records are retained.

## **14. ASSIGNABILITY**

The Subrecipient shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Department thereto; provided, however, that claims for money due, or to become due to the Subrecipient from the Department under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to the Department.

## **15. CONTINGENCY CLAUSE**

(a) It is expressly understood and mutually agreed that any Department commitment of funds herein shall be contingent upon receipt and availability by the Department of funds under the program for which this Grant Agreement is made. If this agreement involves Federal funds, the amount of this Grant Agreement will be adjusted by the amount of any Federal recessions and/or deferrals.

(b) Payments made by the Department under the terms of this Agreement shall not constitute final approval of documents submitted by the Subrecipient or of procedures used in formulating requests for payment to the Subrecipient.

## 16. CONFLICT OF INTEREST

Subrecipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The Subrecipient is responsible for notifying ADECA in writing of any conflicts of interest that may arise during the life of the award.

### (1) Applicability

(1) This section intends to ensure that Subrecipients and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

(2) In the procurement of supplies, equipment, construction, and services by subrecipients, the conflict of interest provisions in 2 C.F.R. § 200.318 apply.

### (2) Requirements

(1) Subrecipients must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the Subrecipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

(2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed Subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that Subrecipient or in development of the requirement leading to the funding announcement.

(3) No actual or prospective Subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that Subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that Subrecipient.

(3) Notification

Subrecipients, including applicants for financial assistance awards must disclose in writing any conflict of interest to the DOI awarding agency or ADECA in accordance with 2 C.F.R. § 200.112, Conflicts of interest.

(4) Restrictions on Lobbying

Subrecipients are strictly prohibited from using funds under this grant for lobbying activities and must provide the required certifications and disclosures pursuant to 43 C.F.R. Part 18, 31 U.S.C. § 1352, and 18 U.S.C. § 1913.

(5) Review Procedures

The NPS will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(6) Enforcement

Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 C.F.R. § 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 C.F.R. Part 180).

## 17. **INDIRECT COST**

In accordance with 2 C.F.R. § 200.332(b)(4) and § 200.414, Subrecipients of Federal awards may charge indirect costs to the award unless statutorily prohibited by the Federal program and in accordance with any applicable administrative caps on Federal funding. ADECA will accept a Federally negotiated indirect cost rate. If no approved rate exists, ADECA will collaborate with the Subrecipient to determine an appropriate rate. This rate will be either a negotiated rate, which can be based on a prior negotiated rate between a different pass-through entity and the same Subrecipient, or the 15% de minimis rate of the modified total direct cost as defined in 2 C.F.R. § 200.1. If basing the rate on a previously negotiated rate, ADECA is not required to collect information justifying this rate but may elect to do so. Subrecipients can allocate and charge direct costs through cost allocation. However, in accordance with 2 C.F.R. § 200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the Federal award. Once chosen, the method must be used consistently for all Federal awards until such time as a negotiated rate is approved by the Subrecipients' Federal cognizant agency.

## 18. **AUDIT REQUIREMENTS**

(a) All subrecipients of Federal funds must follow the Audit Requirements in the Office of Management and Budget Uniform Administrative Requirements (2 C.F.R. Part 200, subpart F). Subrecipients that expend \$1,000,000 or more during their fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. Part 200. All entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 C.F.R. § 200.512. Additionally, if any subrecipient receives more than \$500,000, collectively, in State General Fund appropriations in its fiscal year, from ADECA, it must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the American Institute of Certified Public Accountants.

(b) Nothing contained in this Agreement shall be construed to mean that ADECA cannot utilize its auditors regarding limited scope audits of various ADECA funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed the audit coverage limits as stated in the said Uniform Administrative Requirements.

(c) Copies of all required audits must be submitted to ADECA and the Alabama Department of Examiners of Public Accounts. Copies may be transmitted by email or traditional mail, at the following addresses:

audit@adeca.alabama.gov

Alabama Department of Economic and Community Affairs  
ATTENTION: Chief Auditor  
401 Adams Avenue  
P.O. Box 5690  
Montgomery, AL 36103-5690

central.records@examiners.alabama.gov

Alabama Department of Examiners of Public Accounts  
ATTENTION: Audit Report Repository  
P.O. Box 302251  
Montgomery, AL 36130-2251

## 19. **AUDIT EXCEPTIONS / UNRESOLVED QUESTIONED COSTS / OUTSTANDING DEBTS**

The Subrecipient certifies by signing this agreement that it does not have any unresolved audit exceptions, unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any division of ADECA or to the Federal government under any program where it has not arranged a repayment plan.

## **20. SUSPENSION OF PAYMENTS**

(a) Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any division of ADECA, or in the event there is an amount owing to any division of ADECA, or an amount owing to the Federal government under any program administered by any division of ADECA that is not received in a reasonable and timely manner.

(b) Should the Subrecipient incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any division of ADECA, then ADECA shall not enter into any other contract, agreement, grant, etc., with said Subrecipient until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

(c) ADECA shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, or government under any program administered by any division of ADECA that has not arranged a repayment schedule.

## **21. DISCLOSURE STATEMENT**

Unless otherwise exempt under Ala. Code § 41-16-82, a disclosure statement must be submitted to the Department for all grant proposals in excess of \$25,000.00 and all proposed contracts that meet or exceed the threshold for bid or other formal solicitations under Article 5 of Chapter 4 of Title 41 of the Alabama Code or any law requiring formal solicitation procedures for public contracts.

## **22. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (DATED JANUARY 25, 2021)**

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Subrecipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

## **23. BUILD AMERICA, BUY AMERICA**

Pursuant to 2 C.F.R. Part 184 – Buy America Preferences for Infrastructure Projects. None of the funds under an award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the U.S., unless subject to an approved waiver. This part applies to an entire infrastructure project even if funded by Federal and non-Federal Funds under one or more awards. Recipients must include this preference in all subawards, contracts, and purchase orders related to infrastructure projects under Federal awards.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For more information, please visit the DOI's website and search for Buy America and the White House's website and search for the Made in America Office.

### Waivers

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver. Visit the DOI's website for more information.

When necessary, the Subrecipient may apply for, and the DOI may grant, a waiver from these requirements, subject to review by the Made in America Office. If a general applicability waiver does not already apply, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Visit the DOI's website for more information.

### Definitions

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference. For additional legal definitions and sourcing requirements, visit the DOI website.

## **24. PROGRAM INCOME**

If the Subrecipient earns program income, as defined in 2 C.F.R. § 200.1, during the period of performance of this Agreement, to the extent available the Subrecipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 C.F.R. § 200.305(b)(5)). As allowed under 2 C.F.R. § 200.307, program income may be added to the Federal award by the Federal agency and ADECA. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the Agreement closeout process.

## **25. COMPLIANCE WITH OTHER APPLICABLE FEDERAL, STATE, AND LOCAL LAWS**

(a) In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes

and regulations of the Federal, State and local governments, including, but not limited to, Alabama procurement law (Ala. Code § 41-16-1 et seq.; Ala. Code § 41-4-110 et seq.), the Alabama Public Works Law (Ala. Code § 39-1-1 et seq.), any State permitting requirements, the Alabama Open Meetings Act (Ala. Code § 36-25A-1 et seq.), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Code § 31-13-1 et seq.).

(b) For all contracts governed by the Alabama Public Works Law or Alabama procurement law, the following shall apply: In compliance with Alabama Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

(c) By signing this Agreement, the parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

(d) The Subrecipient agrees that the property described in the project and the signed and dated project boundary map made part of that agreement is being acquired and/or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary of the DOI, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary of the DOI shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to 54 U.S.C. 200305(f)(3). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. This replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary of the DOI or designee.

(e) The Subrecipient agrees that the property and facilities described in this Agreement shall be operated and maintained as prescribed by the Manual, and by extension the *ADECA Land and Water Conservation Fund Administrative Manual* requirements and published post-completion compliance regulations (36 C.F.R. Part 59).

(f) The Subrecipient agrees that prior to the completion of this project, the State and the Director may mutually alter the area described in the Agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded protection as LWCF reimbursement is provided.

(g) The Subrecipient agrees that in the event the NPS provides LWCF assistance for the acquisition or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the Subrecipient agrees to notify the State of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: (1) leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and (2) properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

(h) The Subrecipient agrees that the benefit to be derived by the United States from the full compliance by the Subrecipient with the terms of this Agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the LWCF Program by way of assistance under the terms of this Agreement. The Subrecipient agrees that payment by the Subrecipient to the State of an amount equal to the amount of assistance extended under this Agreement would be inadequate compensation to the State for any breach by the Subrecipient of this Agreement.

The Subrecipient further agrees, therefore, that the appropriate remedy in the event of a breach by the Subrecipient of this agreement shall be the specific performance of this Agreement or the submission and approval of a conversion request.

(i) The Subrecipient agrees that a permanent record shall be kept in the public property records and available for public inspection to the effect that the property described in the scope of this Agreement, and the signed and dated project boundary map made part of this Agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the DOI Secretary.

(j) The Subrecipient agrees that work on the project will begin within 180 days following the receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence. The Subrecipient must provide a written request for an extension for the 180-day period within the first 120 days following the notification that funds have been approved.

(k) The Subrecipient agrees that facilities will be designed to comply with the Architectural Barriers Act of 1968 (Pub. L. No. 90-480) and 43 C.F.R. Part 17.

(l) The Subrecipient will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as ADECA may require.

(m) The Subrecipient agrees to comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. No. 91-646, 94 Stat. 1894), and the applicable regulations and procedures implementing said Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under this Agreement.

(n) The Subrecipient agrees to comply with the provisions of Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution; and Executive Order 11990 relating to the protection of wetlands.

(o) The Subrecipient agrees to comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. No. 93-234, 87 Stat. 975), approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency.

(p) Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. The NPS and ADECA are strongly committed to the objectives of this policy and encourage all Subrecipients of LWCF grants to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order. Subrecipients are required to notify ADECA's Office of Minority Business Enterprise of all procurement opportunities to include the purchase of equipment, construction, or services.

(q) The Subrecipient agrees to comply with FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions.

(r) The Subrecipient agrees to comply with 2 C.F.R. Part 170, "Reporting Subawards and Executive Compensation."

(s) The Subrecipient shall not discriminate against any person on the basis of residence in accordance with Section V of the DOI Standard Terms and Conditions, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

(t) The Subrecipient acknowledges the intent of the parties hereto that it will use moneys granted hereunder for the purposes of this program, and that assistance granted from the LWCF Program will result in a net increase, commensurate at least with the Federal Cost-share, in a participant's outdoor recreation. It is intended by both parties hereto that assistance from the LWCF program will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

(u) In the event the project covered by this Agreement, including future stages of the project, cannot be completed in accordance with the plans and specifications for the project; the Subrecipient shall bring the project to a point of recreational usefulness agreed upon by ADECA and the NPS.

(v) Contracts for construction shall comply with the provisions of Title 39 Code of Alabama, Public Works Law.

(w) The Subrecipient agrees to comply with all applicable standards, orders, or requirements issued under the Environmental Protection Agency regulations, codified in 40 C.F.R. Part 15.

(x) The Subrecipient agrees that it possesses legal authority to apply for the grant, and to finance, construct, and effectively operate and maintain the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the Application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the chief elected official to act in connection with the Application and to provide such additional information as may be required.

(y) Unless exempted from this requirement under 2 C.F.R. § 25.110, the Subrecipient must maintain the currency of their information in the System for Award Management (SAM) until submission of their final financial report required under this Agreement or receipt of final payment, whichever is later. The requirements in this part do not apply to individuals or any entity with a qualifying condition and exempted by the awarding bureau or office before award per 2 C.F.R. § 25.110(d).

(z) Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

(aa) By signing the contract, the Subrecipient affirms in compliance with Ala. Code § 41-16-161 that it does not and will not, during the term of the contract, engage in economic boycotts.

(bb) The Subrecipient agrees to follow the applicable provisions of Title 2 C.F.R., Subtitle B, Chapter XIV, Parts 1400–99, the “Financial Assistance Interior Regulations.”

(cc) In addition to Subparts A-F of the Uniform Guidance, State and local governments and tribal recipients are required to follow applicable Uniform Guidance provisions including § 200.416, Cost allocation plans and indirect cost proposals and § 200.417, Interagency service.

(dd) A subrecipient's failure to comply with the terms and conditions outlined herein and those reflected on the official financial assistance award document can result in the DOI taking one or more of the "Remedies for Noncompliance" described in the Uniform Guidance at §§ 200.339 through 200.343.

## **26. ENDANGERED SPECIES ACT, SECTION 7**

The Subrecipient agrees to consult with the U.S. Fish and Wildlife Service or the National Marine Fisheries Service on any action that may affect endangered or threatened species or candidate species, or that may result in adverse modification of critical habitat. An Environmental Assessment or an Environmental Impact Statement may provide sufficient information to serve as a "biological assessment" for Section 7 purposes. If a separate "biological assessment" is prepared, it must be part of any National Environmental Policies Act document.

## **27. HISTORIC PRESERVATION**

The Subrecipient agrees to comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), and the Advisory Council on Historic Preservation regulations (43 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this project on historic properties. The Act requires Federal agencies to take into account the effects of their undertaking on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and other on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying ADECA of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4) resolving adverse effects through consultation and documentation according to 36 C.F.R. § 800.11. If an unanticipated discovery is made during implementation of the undertaking, ADECA in coordination with NPS shall consult per provisions of 36 C.F.R. § 800.13.

## **28. FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION, EXECUTIVE ORDERS 11988 AND 11990**

The Subrecipient agrees to comply with Executive Orders 11988 and 11990, which requires avoidance, to the extent possible, the long and short term adverse impacts associated with modifying or occupying floodplains and wetlands. If implementing this project would result in an adverse impact to a Federal or state regulated floodplain or wetland, a statement of finding must be included in the Environmental Assessment or Environmental Impact Statement documenting the coordination efforts, a description of

affected floodplain and wetland resources, alternatives considered to developing in the floodplain and/or wetland, and actions to avoid, minimize and/or mitigate impacts.

**29. ENVIRONMENTAL JUSTICE IN MINORITY AND LOW-INCOME POPULATIONS, EXECUTIVE ORDER 12898**

The Subrecipient agrees to analyze and evaluate the impact of the LWCF project on minority and low-income populations and communities, as well as the equity of the distributions of the benefits and risks of the decision in the National Environmental Policies Act document. If it does not apply, this should be noted in the "issues dismissed" section of the National Environmental Policies Act document.

**30. LIMITATION OF USE**

The Subrecipient understands and agrees that the following "Limitation of Use" provision applies to the park property acquired and/or developed under the terms of this Agreement and will cause same to be legally incorporated into the park property deed record:

This Property has been acquired and/or developed with Federal assistance provided by the National Park Service of the Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1965, as amended, (Public Law 88-578; currently codified at 54 U.S.C. § 2003 *et seq.*). Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary shall approve such conversion only if he finds it to be in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan and only under such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

**31. OPERATION AND MAINTENANCE**

The Subrecipient further agrees to operate and maintain the LWCF assisted facilities in accordance with the procedures, regulations and directives of the State and the Federal government. In this regard, the Subrecipient understands that overhead utility lines are prohibited within the park boundary area.

**32. NON-DISCRIMINATION**

All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. § 2000d *et seq.*); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 *et seq.*); and with all other Federal laws and regulations

prohibiting discrimination on grounds of race, color, sexual orientation, gender identity, national origin, disabilities, religion, age, or sex.

**33. ANTI-DEFICIENCY ACT**

The Subrecipient agrees that pursuant to 31 U.S.C. § 1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of the appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

**34. PUBLIC INFORMATION AND ENDORSEMENTS**

(a) The Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies any governmental endorsement of a business, product, service, or position which the Subrecipient represents. No release of information relating to this award may state or imply that any governmental entity approves of the Subrecipient's work products or considers the Subrecipient's work product to be superior to other products or services.

(b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document, along with any mention of trade names, are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government, the State of Alabama, or ADECA.

(c) The Subrecipient must obtain prior approval from ADECA for any public information releases concerning this award which refer to the DOI or any governmental employee by name or title. The specific text, layout photographs, etc., of the proposed release must be submitted with the request for approval.

(d) The Subrecipient further agrees to include this provision in a subaward, except for a subaward to a State government, a local government, or to a Federally recognized Indian tribal government.

**35. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING**

Executive Order 13531, Federal leadership on Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009. This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce

policies that immediately ban text messaging while driving company-owned or -rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

### **36. SEAT BELT PROVISION**

The Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

### **37. PROHIBITION ON ISSUING FINANCIAL ASSISTANCE AWARDS TO ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS**

Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act of 2015 (Pub. L. 113-235), prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Subrecipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Subrecipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

### **38. DATA AVAILABILITY**

(a) *Applicability.* The DOI is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the DOI to inform its decisions.

(b) *Use of Data.* The regulations at 2 C.F.R. § 200.315 apply to data produced under a Federal award, including the provision that the DOI has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal

award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(c) *Availability of Data.* The Subrecipient shall make the data produced under this award and any subaward(s) available to the DOI for public release, consistent with applicable law, to allow meaningful third-party evaluation and reproduction of the following:

- (i) The scientific data relied upon;
- (ii) The analysis relied upon; and
- (iii) The methodology, including models, used to gather and analyze data.

**M. PROGRESS REPORTS**

The Subrecipient agrees to submit quarterly progress reports to ADECA and at any other time as requested by ADECA. The quarterly reports must include project activities that occurred during the quarter for which the Subrecipient is reporting and the project activities the Subrecipient anticipates occurring during the following quarter. The reports must be signed and dated by the chief elected official, President, Commissioner, or Executive Director. The reporting schedule is as follows:

<b>Quarter Ending</b>	<b>Report Due Date</b>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

**The bottom of this page is intentionally left blank.**

IN WITNESS WHEREOF, ADECA and the Subrecipient have executed this Agreement as evidenced by their signatures below:

ADECA

SUBRECIPIENT

Alabama Department of Economic  
and Community Affairs

City of Robertsdale



Kenneth W. Boswell, Director

Authorized Official

7/29/2025

(Date)

(Date)

ATTEST:

ATTEST:



(Name)

(Name)

Executive Assistant

(Title)

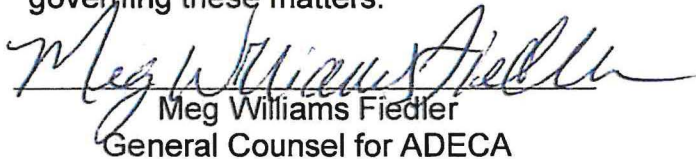
(Title)

7/29/2025

(Date)

(Date)

This contract/grant has been reviewed for content, legal form, and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.



Meg Williams Fiedler  
General Counsel for ADECA

The City Council of the City of Robertsdale, Alabama, met Monday, August 4, 2025, at 6:00 p.m. in the Council Chambers of Robertsdale City Hall, that being the date, time, and place for such meeting.

Upon roll call, the following members of the Council were found to be present: Mayor Murphy, Councilmember Kitchens, Cooper, Campbell, Johnson, and Hollingsworth. Absent: None. A quorum being present, the meeting proceeded with the transaction of business.

Mayor Murphy presided over the meeting. Shannon Burkett served as secretary. Ken Raines, City Attorney, was also in attendance.

Mayor Murphy called for any additions or corrections to the minutes presented for approval from the July 21, 2025, meeting. A motion was made by Councilmember Campbell, seconded by Councilmember Cooper, with unanimous approval to accept the minutes from the previous meeting. Motion carried.

Mayor Murphy asked for questions or comments regarding the bills presented for approval. A motion was made by Councilmember Kitchens, seconded by Councilmember Hollingsworth, with unanimous approval to accept the bills for payment as presented. Motion carried. APPENDIX I

The next item of business was to change the first meeting date in September due to the Labor Day Holiday. The motion was made by Councilmember Campbell, and seconded by Councilmember, to change the workshop and first council meeting in September to Tuesday, September 2, 2025. Mayor Murphy asked for any discussion on the motion and reminded the Council that the budget will be brought to them at this meeting. With no further discussion, Mayor Murphy called for a vote on the motion, which was unanimous to reschedule the workshop and first meeting in September to Tuesday, September 2, 2025. Motion carried.

For information, Mayor Murphy reminded the Council of the Annual Booster Club Drawdown this Saturday.

Mary Booth, resident, asked for a direction on obtaining the current population of the City, and Greg Smith, City Engineer, mentioned that the information is available at the Census.gov website. She also asked for an update on the ditch cleaning on Highway 90 to Hughen Street. Mayor Murphy stated that the strategy is to cut it about four times a year, and they can definitely look into it. He mentioned that one of the things that the engineers projected was to mat it, and when they start with the tree removal, they know there will be some erosion issues, so they need to plan on doing that all together, and until then, they can go ahead and cut it.

There being no further business to come before the Council, a motion was made by Councilmember Cooper, seconded by Councilmember Campbell, with unanimous approval to adjourn. Motion carried.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
MAYOR

**CITY OF ROBERTSDALE  
AUGUST 18, 2025**

**ACCOUNTS PAYABLE  
BILL LIST**

**APPENDIX \_\_\_\_\_**

Vendor Name	Description	Open	Paid
AIRGAS USA, LLC	CYLINDER RENTALS	1850.01	0.00
AL DEPT OF TRANSPORTATION(M/TGOM	PROJ OVERRUN - TRAFFIC LIGHT MTN	185.10	0.00
AL LAW ENFORCEMENT AGENCY	ACCOUNT ACCESS USER FEE 5/2025	120.00	0.00
AL LAW ENFORCEMENT AGENCY	PD/SNAP ENTRY,LETS ACCESS	1890.00	0.00
A-LONG BORING INC	RETAINAGE - WILTERS ST/BBE PROJE	0.00	7425.00
ANIXTER POWER SOLUTIONS, LLC	ELECTRIC INVENTORY	0.00	2585.00
AQUA PRODUCTS, INC	(12) 60LB PAILS OF ACCU-TABS	0.00	2408.62
ARISTA INFORMATION SYSTEMS, INC.	UT BILLS- PRINT SERVICE & POSTAGE	3707.18	0.00
AT&T MOBILITY	ALL CITY CELL PHONE	0.00	2857.09
BALDWIN CO ANIMAL SHELTER	SHELTER EXPENSE	100.00	0.00
BALDWIN CO COMMISSION**	CITY SHARE CORONER COSTS	0.00	700.00
BALDWIN COUNTY UNITED	Leadership Baldwin Co Tuition/Paul Over:	1200.00	0.00
BAY IMAGES	BRASS PLATE	0.00	85.00
BENNY DARBY CONST. CO. INC.	4 LOADS PIT SAND & 2 LOADS B BASE	0.00	1500.00
BOB'S DISCOUNT	BROOMS & BUG SPRAY	24.40	0.00
BRIGHTLY SOFTWARE, INC.	ASSET ESSENTIALS ENTERPRISE (10/	0.00	10940.57
BUBBLE TRUCK ALABAMA LLC	BACK TO SCHOOL BASH	0.00	600.00
CALL NEWS	Amphitheater / ADVERTISEMENT FOR B	0.00	422.73
CAMPBELL HARDWARE	UT,EL,WA,RC,SW, PW/ OPER SUPPLIE	0.00	472.31
CARRIE J. BAGGETT	CITY HL-CLEANING SERV	200.00	200.00
CHARLES H. MURPHY	MONTHLY MILEAGE/PHONE EXPENSE	0.00	407.67
CHUCK STEVENS AUTOMOTIVE	REPAIRS TO COMMAND 1	424.00	0.00
CITIZENS' BANK	COLISEUM PAYMENT	0.00	10954.20
COASTAL INDUSTRIAL SUPPLY LLC	TARP	104.97	0.00
COASTAL INDUSTRIAL SUPPLY LLC	SURVEY STAKES	42.99	0.00
COASTAL INDUSTRIAL SUPPLY LLC	SMOKERS CEASE FIRE RECEP DECO	0.00	119.29
COASTAL INDUSTRIAL SUPPLY LLC	ANTISEIZE FOR FH	0.00	129.12
CONSOLIDATED PIPE & SUPPLY	HYDRANT & HYDRANT EXT KIT	0.00	4860.00
CONSOLIDATED PIPE & SUPPLY	PW PROJECT - HWY 59 WATER EXTEN	0.00	16960.00
CONSOLIDATED PIPE & SUPPLY	MBX-5A JUMBO CI MTR BX	0.00	358.20
CORE & MAIN LP	(100) 3/4" WATER METERS - METAL	0.00	19050.00
DAVISON FUELS & OIL COMPANY	FUEL FOR CITY VEHICLES	3846.48	2878.85
DEBORAH TOLER	MONTHLY MILEAGE EXPENSE	0.00	140.28
DESOTO TREATED MATERIALS, INC	(10) 30' POLES, (10) 35' POLES, (10) 45'	0.00	9975.00
EMILY HOBBS	LIB- CLEANING SERV	450.00	0.00
EMPIRE PIPE & SUPPLY CO, INC	WATER INVENTORY	3496.89	0.00
EVER E BEDOYA	IN-PERSON COURT INTERPRETATION	175.00	0.00
FERGUSON WATERWORKS #1204	3 ROLLS OF 3/4 IN MUNICIPEX	300.00	0.00
FERGUSON WATERWORKS #1204	FLASHLIGHTS	0.00	139.98
FERGUSON WATERWORKS #1204	6"MJ VALVE, 6"SWIVEL ADAPTER, 12"4	0.00	3218.34
FERGUSON WATERWORKS #1204	(2) 45S & ACCESSORIES	0.00	1741.88
FORTILINE, INC.	(2) 3" REPAIR CLAMPS	291.12	0.00
FRONTLINE SECURITY SYSTEMS, LLC	ACCESS CONTROL SYSTEM UPGRADE	6940.00	0.00
GREENPOINT AG	MAINLINE, QUALI-PRO PRODIAMINE	1102.75	0.00
GREENPOINT AG	(60 BAGS) FERTILIZE 24-4-18	1351.13	0.00
GRESKO SUPPLY, INC.	SAFETY CLIPS	950.00	0.00
GRESKO SUPPLY, INC.	ELECTRIC INVENTORY	0.00	1540.00
GULF COAST BLDG SUPPLY & HARDWA	REPR & MTN TO BLDGS, OPER & MISC	0.00	3855.79
GULF COAST MEDIA	LOCAL ADS WEDNESDAY/BALDWIN TII	2679.03	0.00
HERC RENTALS	PUMP VAN ASST. CIRCLE DR.	0.00	5100.38
IMPERIAL DADE	REPAIRS TO TENNANT T7 FLOOR MAC	287.40	0.00
IMPERIAL DADE	10 CASES CENTERPULL, 6 CASES JUM	0.00	996.20
IMPERIAL DADE	1 CASE CENTERPULL, 1 CASE JUMBO	0.00	78.41
ISLAND GLASSWORKS	FIBERGLASS BEARS	0.00	5000.00
J.H. WRIGHT & ASSOCIATES, INC.	(2) MISSION BATTERIES & MINI-TRANS	0.00	50.00
JADE CONSULTING	SIDEWALKS	345.00	0.00
JAMES PARRISH COLEMAN	JULY/2025 COURT CONTRACT SERV	0.00	1800.00
JOSHUA H BALLARD	AWARD - CERT / HVAC & ELECTRICAL	0.00	1500.00
KENNETH R. RAINES LAW FIRM	RETAINER & LEGAL EXPENSES FOR JI	6451.00	950.00
LH PARTNERS HOFFMAN, LLC	GASOLINE PUMP REPAIR	0.00	2198.06
LOXLEY CWC GENERAL FUND	INMATE LABOR	0.00	2310.00
MAC'S AUTO GLASS	KUBOTA WINDSHIELD	175.00	0.00
MAMA LOU'S RESTAURANT	INMATE MEALS	1116.00	0.00
MEDIACOM	PW SATELLITE EXPENSE	0.00	103.06
MIDDLETON AUTO PARTS	REPR & MNT TO VEHICLES & EQUIP, O	0.00	4156.60
MISSION COMMUNICATIONS, LLC	PARTS FOR CBMS PS	0.00	662.64
PARKWAY EQUIPMENT	LAWNMOWER BLADES	79.50	0.00
PITNEY BOWES (SUP)	RED INK CARTRIDGE	132.79	0.00
PITTS & SONS EQUIPMENT HAULING, IN	TOWING EXCAVATOR	0.00	525.11
PNC BANK BUSINESS CARD	ALL CITY CREDIT CARD EXPENSES	33061.43	0.00
QUALITY PRINTING & BUSINESS SYSTE	LB/ COPIER MTN EXPENSE	80.85	0.00

**CITY OF ROBERTSDALE  
AUGUST 18, 2025**

**ACCOUNTS PAYABLE  
BILL LIST**

**APPENDIX \_\_\_\_\_**

QUALITY PRINTING & BUSINESS SYSTE	UT/ COPIER MTN EXPENSE	117.90	0.00
QUALITY PRINTING & BUSINESS SYSTE	PD/ COPIER MTN EXPENSE	55.00	0.00
QUALITY PRINTING & BUSINESS SYSTE	CITY HALL/ COPIER MTN EXPENSE	183.32	0.00
ROBERTSDALE AUTO PARTS	R/M VEH, OPER SUPP, R/M EQUIP, R/M	0.00	262.07
SEMINOLE LAWN CARE, LLC	COLISEUM FLOWER BEDS	0.00	800.00
SEMINOLE LAWN CARE, LLC	MAINTAIN PD BEDS	0.00	300.00
SEMINOLE LAWN CARE, LLC	MAINTAIN LIBRARY FLOWER BEDS	0.00	400.00
SEMINOLE LAWN CARE, LLC	MAINTAIN CITY HALL FLOWERBEDS	0.00	125.00
SEMINOLE LAWN CARE, LLC	MAINTAIN CHAMBER FLOWERBEDS	0.00	450.00
SEMINOLE LAWN CARE, LLC	MAINTAIN HONEYBEE PARK	0.00	1925.00
SOUTHEAST OFFICE PRODUCTS & PAP	PW OFFICE SUPPLIES	0.00	63.90
SOUTHERN COMPANY SERVICES, INC	TRANSMISSION & ANCILLARY SERV	0.00	69200.92
SRM CONCRETE	CONCRETE	0.00	980.00
STAPLES	Office Supplies / PW, PD, CH	0.00	1322.17
STERICYCLE, INC.	REGULAR SERVICE - CITY HALL	109.27	0.00
STERICYCLE, INC.	SHRED IT SVCS - PD	115.04	0.00
STERICYCLE, INC.	SHRED IT SVCS - PW	0.00	82.73
STUART C. IRBY CO.	AID TO CONSTRUCT - AVERY PARK	0.00	2715.00
SUMMERDALE WESTERN STORE	UNIFORMS	0.00	241.00
SUNBELT FIRE	EXTRICATION GLOVES, EARLAPS, HE/	2959.00	0.00
SWDA BALDWIN COUNTY	LANDFILL EXPENSES	13522.16	0.00
SWEAT TIRE CO INC	NEW TIRES PD	0.00	854.76
SWEAT TIRE CO INC	MOUNT & BAL TIRES TRUCK #21	0.00	1101.50
SWEAT TIRE CO INC	FLAT REPAIR TRUCK #1	0.00	26.63
SWEAT TIRE CO INC	FLAT REPAIR SR CENTER	0.00	26.63
SWEAT TIRE CO INC	LAWN MOWER TIRES	0.00	330.15
SWEAT TIRE CO INC	TIRES & MOUNT TRUCK # 32	0.00	1281.19
SWEAT TIRE CO INC	FLAT REPAIR TRUCK# 61	0.00	26.63
SWEAT TIRE CO INC	TRACTOR TIRES	0.00	1471.28
SWEAT TIRE CO INC	LAWN MOWER TIRES	0.00	376.59
SWEAT TIRE CO INC	TPMS SENSOR #16-01	0.00	74.50
T MOBILE	PD BODYCAM DATA	0.00	940.80
TASC	ADMIN FEE - ACA & FSA REPORTING	118.80	142.26
TeamLogic IT	SERVICE @ CITY HALL, PD, LB	6077.98	0.00
TeamLogic IT	MONTHLY SERVER MAINTENANCE	0.00	4944.00
THOMAS F MONK	JULY/2025 COURT CONTRACT SERV	0.00	1800.00
THOMSON REUTERS - WEST	SOFTWARE SUBSCRIPTION CHRGS	358.31	0.00
TITAN UTILITY SERVICES	GLOVES & GLOVE INSPECTION	0.00	1617.00
TODD ELLISON	BACK TO SCHOOL BASH	0.00	538.00
TRANSARMOUR	(4) 25KVA POLEMOUNT TRANSFORMEI	0.00	3000.00
TRANSARMOUR	AID TO CONSTRUCT - SHERMAN WILLI	0.00	19000.00
UNITED RENTALS (NORTH AMERICA), IN	LIGHT TOWERS FOR RODEO	0.00	610.00
US DEPARTMENT OF ENERGY	SEPA - POWER PURCHASED	0.00	43064.55
USA BLUEBOOK, LTD	SEWER LAB SUPPLIES	0.00	542.98
<b>Open &amp; Paid Invoice Totals:</b>		<b><u>\$96,776.80</u></b>	<b><u>\$292,592.62</u></b>
<b>Grand Total of Open &amp; Paid Invoices:</b>			<b><u><u>\$389,369.42</u></u></b>

**shannonburkett@robertsdale.org**

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**From:** mayor@robertsdale.org  
**Sent:** Thursday, August 14, 2025 8:37 AM  
**To:** shannonburkett@robertsdale.org  
**Cc:** 'Lewis Shealy'; 'Greg Smith'; mayor@robertsdale.org  
**Subject:** Agenda Item to Cancel Lease  
**Attachments:** 1-1-2021 Renewed Lease for all Buildings.pdf

Shannon,

Please place this on the Council's agenda for 8/18, under New Business. To cancel the lease with Children's Learning Center, Inc., this lease was executed in 2021 with Mrs. Beasley and we need it terminated under Section Two, (E), on page 3 of 11 of the lease for breach of contract for non-payment. The city attorney is reviewing this matter to seek reimbursement for the city, but at this time we need to proceed the cancelation of this agreement. If you should have any questions or need additional information please advise.

Thanks,

Charlie

**COMMERCIAL LEASE**

**STATE OF ALABAMA**

**COUNTY OF BALDWIN**

**KNOW ALL MEN BY THESE PRESENTS, that**

WHEREAS, the City of Robertsdale, a municipal corporation, hereinafter called the "Lessor", desires to lease certain real property and improvements hereinafter described to a suitable Lessee; and

WHEREAS, Children's Learning Center, Inc., an Alabama Corporation, hereinafter called the "Lessee", desires to lease certain real property and improvements (buildings) for the purpose of operating a child day care center; and

WHEREAS, Lynn Beasley, an adult resident citizen of Baldwin County, Alabama and an officer of the Lessee, hereinafter called the "Guarantor", desires to induce the Lessor to lease the premises described below to Lessee; and

WHEREAS, Lessor, Lessee, Guarantor and/or their predecessors in interest had previously entered into three (3) separate leases for the four (4) buildings located on the real property described below; and

WHEREAS, said leases were executed at different times when said property was available and/or needed resulting in said leases containing different expiration dates and rental rates; and

WHEREAS, Lessor, Lessee and Guarantor desire to have Lessor and Lessee enter into a consolidated lease agreement for the following described property with Lessee's performance thereunder to be guaranteed by the Guarantor; and

WHEREAS, in order to carry out their desires, Lessor and Lessee (and Guarantor) have entered into this lease agreement in order to reduce the terms of their agreement to writing. As such, the parties have, in consideration of the mutual covenants and agreements contained herein, agreed as follows:

**SECTION ONE**  
**Subject and Purpose**

Lessor leases the building(s), improvements and the land located at 22305 Palmer Street, Robertsdale, Alabama to the Lessee for Lessee's use as set out and described more particularly below.

**SECTION TWO**  
**Terms and Rent**

**(A)** The leased premises consists of four buildings and is located at 22305 Palmer Street, Robertsdale, Alabama. These buildings are currently being operated as a Day Care Center. Lessee shall continue to use and occupy the premises as a Day Care Center and shall be used for no other purpose. The Lessee shall be responsible for adhering to any and all codes, laws, and regulations relating to running such business.

**(B)** The lease agreement shall be for a period of ten (10) years or one hundred twenty (120) months beginning on the 1st day of January, 2021.

(1) The Lessee shall pay the Lessor the sum of \$3,500.00 (Three Thousand Five Hundred Dollars) per month for a period of twenty-four (24) months beginning on the 1st day of January, 2021. Lease sum will change and increase to \$5,000.00 (Five Thousand Dollars) per month for a period of ninety-six (96) months beginning on the 1st day of January, 2023.

(C) Lease payments should be made payable to "The City of Robertsdale" and delivered on or before the twentieth (20th) day of each month.

(1) Delivery shall be defined as the date payment is received by "The City of Robertsdale".

(2) Payments shall be delivered to The City of Robertsdale at City Hall.

(D) Payments will be considered late (delinquent) if not received on or before the thirtieth (30th) day of each month. Failure to deliver payment on or before the thirtieth (30th) day of each month shall result in a \$100.00 (One Hundred Dollar) per day penalty.

(E) Failure to make two (2) consecutive payments as set forth in Subsection (B) shall constitute a breach of the lease agreement by the Lessee entitling the Lessor to immediately terminate the agreement and evict the Lessee from the premises. Lessee shall vacate the premises within thirty (30) days of receiving written notice of a violation of Subsection (E).

(F) The lease agreement shall not be interpreted in any way as creating a partnership, agency or joint venture relationship between the parties.

(G) Upon three (3) days written notice to the Lessee, the Lessor (or his authorized representative) shall have the right to inspect the premises.

(1) Lessee shall maintain the premises in a clean and safe manner free of hazards and defects.

(2) Lessor agrees to be responsible for maintenance of all major systems in the building, including flooring, but the Lessee agrees to maintain the interior and exterior upkeep of the building, including, but not limited to, keeping the building clean and presentable to the public and ensuring the building is maintained in a reasonable fashion. Lessee shall maintain the grounds surrounding the building for up to five (5) feet, in all directions, of all existing adjacent permanent structures, i.e. buildings, parking lots. The Lessor will cover the additional grounds work.

(3) Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises. In the event the Lessee does make any alterations, additions or improvements, in, to or about the premises, without the consent of Lessor, Lessor may at its option and, in its sole discretion, either require Lessee, at Lessee's expense, to return the premises to its original condition, normal wear and tear excepted, or consider said alterations, additions, or improvements to become part of the premises, with Lessee acknowledging that the expenses thereby associated are Lessee's alone and Lessor is not responsible for reimbursing Lessee or crediting Lessee with this amount toward future rent.

(H) Lessor shall provide insurance coverage for the replacement of any and all permanent structures.

(I) Lessee shall provide liability insurance for the operation of the business, equipment and contents of the business and pay all other bills that occur in the normal operation of business, such as utilities, garbage collection, power, etc.

(1) Lessee's insurance coverage shall be subject to approval by the Lessor and proof of insurance shall be made available to the Lessor within forty-eight (48) hours upon request by the Lessor.

(2) Failure to maintain liability insurance coverage as set forth herein shall constitute a breach of this lease agreement entitling the Lessor to immediately terminate the Lessee from the premises. Lessee shall vacate the premises within thirty (30) days of receiving written notice of a violation of Subsection I (1) if said breach is not remedied within this thirty (30) day period.

(3) Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless and indemnify Lessor from any claims for damages, no matter how caused.

(J) In the event the building should be totally destroyed by fire, flood, or other casualty, or that it should be so damaged that rebuilding or repairs cannot reasonably be completed without Lessee being denied the use of the building for any period exceeding sixty (60) days, and said fire, flood or casualty is not directly responsible or attributable to tenant's action, this Lease shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of date of the destruction of the premises.

(K) If the Lessee decides to sublease any of the buildings located at 22305 Palmer Street, Robertsdale, Alabama during the term of this lease, the Lessee must first obtain approval for the new tenant from the City Council of the City of Robertsdale.

(L) Lessee shall comply with all statutes, regulations, ordinances and requirements of all municipal, county, state and federal authorities pertaining to the premises occasioned by or affecting the use thereof by Lessee. Lessee shall maintain a current business license with the City of Robertsdale.

### **SECTION THREE** **Renewal Option**

(A) The Lessee, thirty (30) days prior to the expiration of the lease agreement, may elect to renew the lease agreement for a period of three (3) years or thirty-six (36) months. The Lessee is required to notify the Lessor in writing not less than thirty (30) days prior to the expiration of the lease agreement of their intent to renew the lease agreement. Failure to do so shall constitute a waiver of the Lessee's right to renew the lease agreement.

**(B)** All terms of the lease agreement shall remain in effect, except as follows:

(1) Payments during the thirty-six (36) month renewal period shall be \$6,000.00 (Six Thousand Dollars) per month during the renewal period. This section will be subject to renegotiation between the parties and in the event the parties cannot reach a settlement on the new payment terms, the renewal rights and lease will extinguish, and the City will take possession of the property.

**(C)** No renewal rights shall exist after the expiration of the three (3) year renewal period.

**(D)** This lease agreement supersedes all other prior lease agreements on all buildings at this address and all parties hereto acknowledge that the terms of the prior lease are hereby declared null and void and recognize that the terms of this lease agreement control and govern all future legal obligations of these parties with respect to this property.

#### **SECTION FOUR** **General**

**(A) Waiver:** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

**(B) Notices:** Any notice which either party may or is required to be given, shall be given by mailing the same, postage prepaid, to Lessee at the leased premises, or Lessor at the address above (City Hall), or at such other places as may be designated in writing by the parties from time to time.

**(C) Due on Sale:** In the event the Lessor sells, assigns or transfers its interest in the buildings or property in which the leased premises are located, the successor in interest shall honor the lease for the entire lease term except for Lessee's right of renewal. After the end of the lease term, the new owner and/or successor in interest has all right and authority to terminate the lease and/or negotiate a new lease term and amount.

**(D) Subordination:** This Lease is and shall be subordinate to all existing and future liens and encumbrances against the property.

**(E) Surrender:** At the expiration of the term hereof, Lessee shall surrender the leased premises in the same condition as it was originally, normal wear and tear and appropriate approved repairs and modifications excepted and surrender all keys for the leased premises to Lessor. Lessee agrees to be responsible for any expenses and costs associated with anything deemed exceeding normal wear and tear.

**(F) Holdover:** Except for the renewal discussed herein, should Lessee continue to occupy the leased premises after the expiration of the term or after the earlier termination of this lease, whether with or against the consent of Lessor, such tenancy shall be a tenancy at sufferance and in no event a tenancy from month to month, or from year to year. Unless otherwise specifically agreed in writing, Lessee shall pay one and one-half (1 ½) times the highest monthly rent paid under this lease. In addition, Lessee will indemnify, defend (with counsel acceptable to Lessor) and hold harmless Lessor for any and all costs and damages associated with said holdover.

**(G) Lessor's Remedies on Default:** In addition to the remedies discussed herein relating to maintaining insurance and the payment of rent, if Lessee defaults in the performance of any other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not commence such curing within fifteen (15) days, and after the giving of such notice at the option of and in sole determination of Lessor, then Lessor may terminate this lease on not less than fifteen (15) days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as set forth herein. If this lease shall be so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

**(H) Attorney's Fees; Acceleration of Rent:** Upon termination or breach of this Lease or re-entry upon said leased premises for any breach of the terms of this lease by the Lessee, or upon termination of this lease or re-entry of said lease premises, the rent provided for in this lease for the balance of the term, or any renewal term or other extended term, and all other indebtedness to the Lessor owed by the Lessee, shall be and become immediately due and payable at the option of the Lessor and without regard to whether or not possession of the leased premises shall have been surrendered to or taken by the Lessor. In the event of the employment by the Lessor of any attorney for recovery of the premises, or for the collection of any sum due hereunder, or because of any act which may arise out of the possession of the premises, the Lessee shall be liable for costs incurred in connection with such action, including a reasonable attorney's fee.

(I) **Entire Agreement:** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. If any amendment is made, good and valuable consideration is presumed to be apart thereof.

(J) **Severability:** Lessor and Lessee agree that the provisions of this Agreement are contractual and not merely a recital. Should any portion of this Agreement be found by any court of competent jurisdiction to be invalid, void, illegal, contrary to law or public policy, or otherwise unenforceable, it is expressly agreed by them that the validity of the remaining parts, terms, or provisions will remain intact and stand in full force and effect as if said unenforceable provision had never been contained herein.

**WHEREAS,** THIS LEASE AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN THE PARTIES ON THIS THE 3<sup>rd</sup> DAY OF May, 2021.

CHILDREN'S LEARNING CENTER, INC.

Children's Learning Center

By: Lynn Beasley


Its: Lynn Beasley

GUARANTOR:

City of Robertsdale

By: Charles H. [Signature]

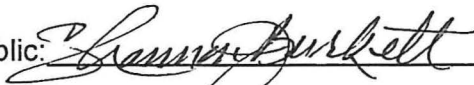
Lessor:  
THE CITY OF ROBERTSDALE,  
a Municipal Corporation

  
By: Charles Murphy, Its Mayor

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, do hereby certify that Charles Murphy, Lynn Beasley whose name as \_\_\_\_\_ of \_\_\_\_\_, a corporation, is signed to the foregoing instrument, and who is known to me as such, acknowledged before me on this day that, being informed of the contents of said instrument he executed the same voluntarily for and on behalf of \_\_\_\_\_ (Lessee) on the day the same bears date.

Given under my and seal on this the 30<sup>th</sup> Day of May, 2021.

Notary Public:   
My Commission Expires: 12-01-2021

[Further Acknowledgements below]

**shannonburkett@robertsdale.org**

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**From:** mayor@robertsdale.org  
**Sent:** Thursday, August 14, 2025 8:41 AM  
**To:** shannonburkett@robertsdale.org  
**Cc:** 'Lewis Shealy'; 'Greg Smith'; mayor@robertsdale.org  
**Subject:** Lease with Home Away From Home Too Childcare, LLC  
**Attachments:** Non-signed Lease for Mrs HughesDay Care Lease 8-13-25.pdf

Shannon,

Please place this on the Council's agenda for our meeting on 8/18 under New Business. To execute a lease with Home Away from Home too Childcare, LLC, on our Day Care Facilities. The city attorney generated this lease and is working on this matter and this will assist use in secure a leasee for this facility, if you should have any questions, please let me know.

Thanks,

Charlkie

**COMMERCIAL LEASE**

**STATE OF ALABAMA**

**COUNTY OF BALDWIN**

**KNOW ALL MEN BY THESE PRESENTS**, that

WHEREAS, the **City of Robertsdale**, a municipal corporation, hereinafter called the "Lessor", desires to lease certain real property and improvements hereinafter described to a suitable Lessee; and

WHEREAS, **Home Away From Home Too Childcare, LLC**, an Alabama Limited Liability Corporation, hereinafter called the "Lessee", desires to lease certain real property and improvements (buildings) for the purpose of operating a child day care center; and

WHEREAS, Lynn S. Hughes, an adult resident citizen of Baldwin County, Alabama and an officer of the Lessee, hereinafter called the "Guarantor", desires to induce the Lessor to lease the premises described below to Lessee; and

WHEREAS, Lynn S. Hughes, represents and affirms that she has authority to bind herself and Home Away From Home Too Childcare, LLC; and

WHEREAS, in order to carry out their desires, Lessor and Lessee (and Guarantor) have entered into this lease agreement in order to reduce the terms of their agreement to writing. As such, the parties have, in consideration of the mutual covenants and agreements contained herein, agreed as follows:

**SECTION ONE**  
**Subject and Purpose**

Lessor leases the building(s), improvements and the land located at 22305 Palmer Street, Robertsdale, Alabama to the Lessee for Lessee's use as set out and described more particularly below.

**SECTION TWO**  
**Terms and Rent**

(A) The leased premises consists of four buildings and is located at 22305 Palmer Street, Robertsdale, Alabama. These buildings are currently being operated as a Day Care Center. Lessee shall continue to use and occupy the premises as a Day Care Center and shall be used for no other purpose. The Lessee shall be responsible for adhering to any and all codes, laws, and regulations relating to running such business.

(B) The lease agreement shall be for a period of five (5) years, or sixty (60) months, beginning the 15<sup>th</sup> day of August 2025.

(1) The lease sum is \$5,000.00 per month for a period of sixty (60) months beginning on the 15<sup>th</sup> of August 2025.

(C) Lease payments should be made payable to "**The City of Robertsdale**" and delivered on or before the twentieth (20<sup>th</sup>) day of each month.

(1) Delivery shall be defined as the date payment is received by "**The City of Robertsdale**".

(2) Payments shall be delivered to The City of Robertsdale at City Hall.

(D) Payments will be considered late (delinquent) if not received on or before the thirtieth (30<sup>th</sup>) day of each month. Failure to deliver payment on or before the thirtieth (30<sup>th</sup>) day of each month shall result in a \$100.00 (One Hundred Dollar) per day penalty starting the next day following the 30<sup>th</sup> of the month.

(E) Failure to make two (2) consecutive payments as set forth in Subsection (B) shall constitute a breach of the lease agreement by the Lessee entitling the Lessor to immediately terminate the agreement and evict the Lessee from the premises. Lessee shall vacate the premises within thirty (30) days of receiving written notice of a violation.

**(F)** The lease agreement shall not be interpreted in any way as creating a partnership, agency, or joint venture relationship between the parties.

**(G)** Upon three (3) days' written notice to the Lessee, the Lessor (or his authorized representative) shall have the right to inspect the premises.

(1) Lessee shall maintain the premises in a clean and safe manner free of hazards and defects.

(2) Lessor agrees to be responsible for maintenance of all major systems in the buildings due to normal wear and tear. Major systems shall include: building structures, electrical systems, windows, roofing, flooring exterior painting, air conditioning systems, driveways, parking lot, sign and exterior utilities (including grinder pump). The lessee agrees to maintain the interior and exterior upkeep of the building, including but not limited to, fire alarms system (hardware and monitoring), access controls (door locks), interior plumbing fixtures, changing light bulbs, changing A/C Filters and condensate drains, interior painting, lawn care and landscaping. Lessee shall be responsible for keeping the building clean and presentable to the public and ensuring the building is maintained in a reasonable fashion. Any damage(s) caused by the tenants or their clients and/or invitees shall be the responsibility of the Lessee to repair.

(3) Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises. In the event the Lessee does make any alterations, additions or improvements, in, to or about the premises, without the consent of Lessor, Lessor may at its option and, in its

sole discretion, either require Lessee, at Lessee's expense, to return the premises to its original condition, normal wear and tear excepted, or consider said alterations, additions, or improvements to become part of the premises, with Lessee acknowledging that the expenses thereby associated are Lessee's alone and Lessor is not responsible for reimbursing Lessee or crediting Lessee with this amount toward future rent.

**(H)** Lessor shall provide insurance coverage for the replacement of any and all permanent structures.

**(I)** Lessee shall provide liability insurance for the operation of the business, coverage for equipment, and contents of the business, and pay all other bills that occur in the normal operation of business, such as utilities, garbage collection, power, etc.

(1) Lessee's insurance coverage shall be subject to approval by the Lessor and proof of insurance shall be made available to the Lessor within forty-eight (48) hours upon request by the Lessor.

(2) Failure to maintain liability insurance coverage as set forth herein shall constitute a breach of this lease agreement entitling the Lessor to immediately terminate the Lessee from the premises. Lessee shall vacate the premises within thirty (30) days of receiving written notice of a violation of Subsection I (1) if said breach is not remedied within this thirty (30) day period.

(3) Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless and indemnify Lessor from any claims for damages, no matter how caused.

**(J)** In the event the building should be totally destroyed by fire, flood, or other casualty, or that it should be so damaged that rebuilding or repairs cannot reasonably be completed without Lessee being denied the use of the building for any period exceeding sixty (60) days, and said fire, flood or casualty is not directly responsible or attributable to tenant's action, this Lease shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of date of the destruction of the premises.

**(K)** If the Lessee decides to sublease any of the buildings located at 22305 Palmer Street, Robertsdale, Alabama during the term of this lease, the Lessee must first obtain approval for the new tenant from the City Council of the City of Robertsdale.

**(L)** Lessee shall comply with all statutes, regulations, ordinances and requirements of all municipal, county, state and federal authorities pertaining to the premises occasioned by or affecting the use thereof by Lessee. Lessee shall maintain a current business license with the City of Robertsdale.

### **SECTION THREE** **Renewal Option**

**(A)** The Lessee, thirty (30) days prior to the expiration of the lease agreement, may elect to renew the lease agreement for a period of three (3) years or thirty-six (36) months. The Lessee is required to notify the Lessor in writing not less than thirty (30) days prior to the expiration of the lease agreement of their intent to renew the lease agreement. Failure to do so shall constitute a waiver of the Lessee's right to renew the lease agreement.

**(B)** All terms of the lease agreement shall remain in effect, except as follows:

- (1) Payments during the thirty-six (36) month renewal period shall be \$6,000.00 (Six Thousand Dollars) per month during the renewal period.

**(C)** No renewal rights shall exist after the expiration of the three (3) year renewal period.

**SECTION FOUR**  
**General**

**(A) Waiver:** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

**(B) Notices:** Any notice which either party may or is required to be given, shall be given by mailing the same, postage prepaid, to Lessee at the leased premises, or Lessor at the address above (City Hall), or at such other places as may be designated in writing by the parties from time to time.

**(C) Due on Sale:** In the event the Lessor sells, assigns or transfers its interest in the buildings or property in which the leased premises are located, the successor in interest shall honor the lease for the entire lease term except for Lessee's right of renewal. After the end of the lease term, the new owner and/or successor in interest has all right and authority to terminate the lease and/or negotiate a new lease term and amount.

**(D) Subordination:** This Lease is and shall be subordinate to all existing and future liens and encumbrances against the property.

**(E) Surrender:** At the expiration of the term hereof, Lessee shall surrender the leased premises in the same condition as it was originally, normal wear and tear and appropriate approved repairs and modifications excepted and surrender all keys for the leased premises to Lessor. Lessee agrees to be responsible for any expenses and costs associated with anything deemed exceeding normal wear and tear.

**(F) Holdover:** Except for the renewal discussed herein, should Lessee continue to occupy the leased premises after the expiration of the term or after the earlier termination of this lease, whether with or against the consent of Lessor, such tenancy shall be a tenancy at sufferance and in no event a tenancy from month to month, or from year to

year. Unless otherwise specifically agreed in writing, Lessee shall pay one and one-half (1 ½) times the highest monthly rent paid under this lease. In addition, Lessee will indemnify, defend (with counsel acceptable to Lessor), and hold harmless, Lessor for any and all costs and damages associated with said holdover.

**(G) Lessor's Remedies on Default:** In addition to the remedies discussed herein relating to maintaining insurance and the payment of rent, if Lessee defaults in the performance of any other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not commence such curing within fifteen (15) days, and after the giving of such notice at the option of and in sole determination of Lessor, then Lessor may terminate this lease on not less than fifteen (15) days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as set forth herein. If this lease shall be so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

**(H) Attorney's Fees; Acceleration of Rent:** Upon termination or breach of this Lease or re-entry upon said leased premises for any breach of the terms of this lease by the Lessee, or upon termination of this lease or re-entry of said lease premises, the rent provided for in this lease for the balance of the term, or any renewal term or other extended term, and all other indebtedness to the Lessor owed by the Lessee, shall be and become immediately due and payable at the option of the Lessor and without regard to whether or not possession of the leased premises shall have been surrendered to or taken by the Lessor. In the event of the employment by the Lessor of any attorney for

recovery of the premises, or for the collection of any sum due hereunder, or because of any act which may arise out of the possession of the premises, the Lessee shall be liable for costs incurred in connection with such action, including a reasonable attorney's fee.

**(I) Entire Agreement:** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. If any amendment is made, good and valuable consideration is presumed to be apart thereof.

**(J) Severability:** Lessor and Lessee agree that the provisions of this Agreement are contractual and not merely a recital. Should any portion of this Agreement be found by any court of competent jurisdiction to be invalid, void, illegal, contrary to law or public policy, or otherwise unenforceable, it is expressly agreed by them that the validity of the remaining parts, terms, or provisions will remain intact and stand in full force and effect as if said unenforceable provision had never been contained herein.

**WHEREAS,** THIS LEASE AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN THE PARTIES ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

**HOME AWAY FROM HOME TOO CHILDCARE, LLC**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Lynn S. Hughes  
22305 Palmer Street  
Robertsdale, AL 36567  
251-943-0483  
251-979-4484**

**GUARANTOR:**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Lessor:  
THE CITY OF ROBERTSDALE,  
a Municipal Corporation**

\_\_\_\_\_  
**By: Charles Murphy, Its Mayor**

\_\_\_\_\_  
**STATE OF ALABAMA  
COUNTY OF BALDWIN**

I, the undersigned authority, a Notary Public in and for said County in said State, do hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of \_\_\_\_\_, a corporation, is signed to the foregoing instrument, and who is known to me as such, acknowledged before me on this day that, being informed of the contents of said instrument he/she executed the same voluntarily for and on behalf of \_\_\_\_\_ (**Lessee**) on the day the same bears date.

Given under my and seal on this the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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**STATE OF ALABAMA  
COUNTY OF BALDWIN**

I, the undersigned authority, a Notary Public in and for said County in said State, do hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of \_\_\_\_\_, a corporation, is signed to the foregoing instrument, and who is known to me as such, acknowledged before me on this day that, being informed of the contents of said instrument he/she executed the same voluntarily for and on behalf of \_\_\_\_\_ (**Guarantor**) on the day the same bears date.

Given under my and seal on this the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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**STATE OF ALABAMA  
COUNTY OF BALDWIN**

I, the undersigned authority, a Notary Public in and for said County in said State, do hereby certify that **Charles Murphy**, whose name as **Mayor of The City of Robertsdale, a municipal corporation**, is signed to the foregoing instrument, and who is known to me as such, acknowledged before me on this day that, being informed of the contents of said instrument he executed the same voluntarily for and on behalf of **The City of Robertsdale, a municipal corporation, (Lessor)** on the day the same bears date.

Given under my and seal on this the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_