

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

Regular Meeting  
October 2, 2023  
Spanish Fort Community Center  
6:00 p.m.

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

Work Session September 18, 2023  
Regular Meeting September 18, 2023

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

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

On October 13, 2023, the City of Spanish Fort and the City of Spanish Fort Public Library will host a family movie night on the grounds of the Spanish Fort Community Center. We will be showing the family classic animated film, “Shrek”. Bring your blankets and tailgate chairs and enjoy a movie at 6:00 p.m. or as soon as it is dark enough to see the screen. The public is invited to begin arriving at 5:00 p.m., and there will be lawn games set up to enjoy in advance of the movie. The event is free for the entire family. More details can be found at <https://www.spanishfortpubliclibrary.org>.

- IX. OLD BUSINESS
- X. NEW BUSINESS

Proclamation of the Week of October 8-14 as Fire Prevention Week in the City of Spanish Fort, Alabama

Ordinance No. 644-2023-----An Ordinance Regulating Litter in the City of Spanish Fort, Alabama

Ordinance No. 645-2023-----An Ordinance Exempting Certain “Covered Items” from the Municipal Sales and Use Tax During the Last Full Weekend of February, 2024, as Authorized by Act No. 2012-256, as Amended, Generally Referred to as the Alabama Severe Weather Preparedness Sales Tax Holiday Legislation

Ordinance No. 646-2023-----An Ordinance Authorizing the Mayor to Execute a Memorandum of Understanding Between the Baldwin County Commission, Baldwin County Sheriff’s Office, Baldwin County Schools and the City of Spanish Fort

Resolution No. 1372-2023----A Resolution Amending the Personnel Manual of the City of Spanish Fort, Alabama

Resolution No. 1374-2023----A Resolution Authorizing the Mayor to Execute a

Proposal with Sunset Contracting, Inc., for Asphalt  
Repairs at Bunting Court, Spirit Park and Wimbret  
Way

- XI. ADJOURN TO NEXT MEETING  
Work Session and Regular Meeting, October 16, 2023

## Spanish Fort City Council

### Minutes, Work Session, Monday, September 18, 2023

The City Council of the City of Spanish Fort, Alabama, met Monday, September 18, 2023, at 4:10 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

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

The Council discussed general municipal business.

Mr. David Conner, City Attorney, made a recommendation that the City Council go into executive session in accordance with the Alabama Open Meetings Act to discuss the general reputation and character of certain individuals and, subject to the limitations set out therein, to discuss the job performance of certain public employees; to discuss the legal ramifications of and legal options for pending litigation, controversies not yet being litigated, but imminently likely to be litigated, or imminently likely to be litigated if the governmental body pursues a proposed course of action; and to discuss the consideration the governmental body is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property. Mr. Conner made an oral declaration that the exceptions under the Open Meetings Act are applicable to the planned discussion. A motion was made by Councilmember Brabner and seconded by Councilmember J. R. Smith to go into executive session at 4:39 p.m. to discuss the aforementioned matters. Mayor McMillan called for the polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan announced that the executive session would last approximately one hour and that the Work Session would resume upon the conclusion of the executive session. At 5:36 p.m., Mayor McMillan announced the executive session would continue approximately fifteen additional minutes.

The Council reconvened at 5:54 p.m.

The Council discussed general municipal business.

There being no further business before the Council, the work session adjourned at 5:59 p.m.

*Approved this \_\_\_\_\_ day of October, 2023.*

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Rebecca A. Gaines  
City Clerk

**Spanish Fort City Council  
Minutes, Regular Meeting, September 18, 2023**

**CALL TO ORDER**

The City Council of the City of Spanish Fort, Alabama, met Monday, September 18, 2023, at 6:00 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

**ROLL CALL**

The following Councilmembers were present: Curt Smith, Carl Gustafson, Shane Perry, J. R. Smith, Mary Brabner and Mayor McMillan.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Councilmember Shane Perry led the Invocation and Pledge of Allegiance.

**APPROVAL OF MINUTES OF PREVIOUS MEETINGS**

The minutes of the Meeting and Work Session of September 5, 2023, were distributed to each member, and Mayor McMillan called for any corrections. No corrections being offered, Mayor McMillan declared the minutes approved as written.

**REPORTS OF COMMITTEES AND OFFICERS**

City Attorney David Conner reported that an additional item was prepared to add to the agenda which would authorize the execution of a GOMESA funding agreement for the Causeway improvements project.

Fire Chief Roger Few reported that the annual Fire Prevention 5K and Fun Run is scheduled for September 23, 2023, at 8:00 a.m. at Meaher State Park. Chief Few encouraged citizens to sign up to support the Fire Department.

Councilmember Carl Gustafson reported that the Junior City Council will host a City-wide service day on March 9, 2024, and a Talent Show on April 13, 2024, with auditions on April 2, 2024.

**PUBLIC PARTICIPATION**

There was none.

**ANNOUNCEMENTS**

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

On Sunday, October 1, 2023, the Mobile Pops Band will be performing a free concert at the Spanish Fort Community Center at 6:00 p.m. FAME, Fine Arts, Music & Entertainment, will have an art guild show prior to the concert from 5:00 p.m. to 6:00 p.m.

On October 13, 2023, the City of Spanish Fort and the City of Spanish Fort Public Library will host a family movie night on the grounds of the Spanish Fort Community Center. We will be showing the family classic animated film, "Shrek". Bring your blankets and tailgate chairs and enjoy a movie at 6:00 p.m. or as soon as it is dark enough to see the screen. The public is invited to begin arriving at 5:00 p.m., and there will be lawn games set up to enjoy in advance of the movie. The event is free for the entire family. More details can be found at <https://www.spanishfortpubliclibrary.org>.

**OLD BUSINESS**

There was none.

## NEW BUSINESS

### ***Proclamation Naming Keara Hunter as Mayor for the Day***

Mayor McMillan issued a proclamation naming Keara Hunter as Mayor for the Day in the City of Spanish Fort. David Conner read the proclamation. Mayor McMillan presented the proclamation to Ms. Hunter and thanked her for her interest in the City and for her support of public education and the Spanish Fort Educational Enrichment Foundation.

### ***Recognition of Distinguished Young Women and Runner Up***

Mayor McMillan recognized Spanish Fort residents Caroline Pierce as winner of the Baldwin County Distinguished Young Woman Program for 2024 and presented a certificate of recognition to Caroline Pierce. David Conner read the certificate. Caroline Pierce received her certificate.

### ***Proclamation of the Week of September 17-23, 2023, as Constitution Week in the City of Spanish Fort, Alabama***

Mayor McMillan issued a proclamation proclaiming the week of September 17-23, 2023, as Constitution Week in the City of Spanish Fort. David Conner read the proclamation.

### ***Promotion Ceremony for Fire Department Employees***

Mayor McMillan and Fire Chief Roger Few recognized the following Fire Department Employees who received promotions recently:

Apparatus Operator II Tim Cooper was promoted to Lieutenant I.  
 Firefighter II Calgary Glatz was promoted to Apparatus Operator II.  
 Firefighter Zachary Maholovich was promoted to Apparatus Operator I.

### ***Ordinance No. 644-2023***

Mayor McMillan introduced Ordinance No. 644-2023, an ordinance regulating litter in the City of Spanish Fort, Alabama. David Conner explained the proposed resolution. Discussion followed. Mayor McMillan announced that a public hearing will be held at the Monday, October 2, 2023, meeting to hear comments from those in favor of or in opposition to the ordinance.

### ***Resolution No. 1367-2023***

Mayor McMillan presented Resolution No. 1367-2023, a resolution authorizing the Mayor to execute a Memorandum of Understanding between the Baldwin County Commission, Baldwin County Sheriff's Office, Baldwin County Schools and the City of Spanish Fort. David Conner announced he had a conflict of interest in the matter. Mayor McMillan explained the proposed resolution. Discussion followed.

### ***Resolution No. 1369-2023***

Mayor McMillan presented Resolution No. 1369-2023, a resolution authorizing the Mayor to execute a contract for services between the City of Spanish Fort, Alabama, and Goodwyn Mills Cawood, LLC. David Conner explained the proposed Resolution. Discussion followed.

A motion was made by Councilmember Gustafson and seconded by Councilmember Brabner to adopt Resolution No. 1369-2023. Discussion followed. Mayor McMillan called for a polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan declared the Resolution adopted.

### ***Resolution No. 1370-2023***

Mayor McMillan presented Resolution No. 1370-2023, a resolution authorizing the Mayor to execute a contract for services between the City of Spanish Fort, Alabama, and Thompson Engineering. David Conner explained the proposed Resolution. Discussion followed.

A motion was made by Councilmember Curt Smith and seconded by Councilmember Gustafson to adopt Resolution No. 1370-2023. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

***Resolution No. 1371-2023***

Mayor McMillan presented Resolution No. 1371-2023, the General Operations Budget for Fiscal Year 2023-2024. David Conner explained the proposed Resolution. Discussion followed. Mayor McMillan announced a public hearing will be held at the Monday, September 18, 2023, meeting to hear any comments in opposition to or in favor of the proposed budget.

A motion was made by Councilmember J. R. Smith and seconded by Councilmember Brabner to adopt Resolution No. 1371-2023. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

***Resolution No. 1372-2023***

Mayor McMillan presented Resolution No. 1372-2023, a resolution amending the Personnel Manual of the City of Spanish Fort. David Conner explained the proposed Resolution. Discussion followed.

***Resolution No. 1373-2023***

Mayor McMillan presented Resolution No. 1373-2023, a resolution authorizing the Mayor to execute an agreement between the State of Alabama Department of Conservation and Natural Resources and the City of Spanish Fort, Alabama, for Gulf of Mexico Energy Security Act (GOMESA) funds. David Conner explained the proposed Resolution. Discussion followed.

A motion was made by Councilmember Brabner and seconded by Councilmember J. R. Smith to suspend the rules for immediate consideration of Resolution No. 1373-2023. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the motion carried, and the rules were suspended to allow for immediate consideration of Resolution No. 1373-2023.

A motion was made by Councilmember Perry and seconded by Councilmember Curt Smith to adopt Resolution No. 1373-2023. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

**ADJOURNMENT**

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

*Approved this \_\_\_\_ day of October, 2023.*

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Rebecca A. Gaines  
City Clerk.

## ORDINANCE NO. 644-2023

### AN ORDINANCE REGULATING LITTERING IN THE CITY OF SPANISH FORT, ALABAMA

**WHEREAS**, the City Council of the City of Spanish Fort, Alabama, recognizes the need for enforcement of ordinances prohibiting littering and providing for penalties for violations of the ordinances within the City of Spanish Fort.

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

#### **SECTION 1. Definitions.**

As used in this Ordinance, the following terms shall have the respective meanings ascribed to them:

*Bulk container:* Any dumpster or stationary storage facility placed for the temporary containerization of solid waste at a place of business, multiple dwelling complex, or industrial or construction site.

*Citation:* A notice charging the violation of this Ordinance which directs anyone in violation to pay the prescribed fine or to appear in municipal court to answer the charges of violation.

*Commercial solid waste:* Man-made solid waste generated by stores, offices, restaurants, cafeterias, shopping centers, fast food establishments, convenience stores and other nonindustrial sources.

*Corrective notice:* A courtesy letter to advise anyone that there may be a violation of this Ordinance which may require corrective action on the part of the recipient of the notice.

*Garbage:* Putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

*Garbage can:* A watertight receptacle or container for temporary storage of putrescible and non-putrescible waste; constructed of substantial metal, plastic or rubber and having a capacity of not less than ten (10) gallons, nor more than thirty (30) gallons, with a tight-fitting lid or cover, a handle on the lid and two (2) handles on the receptacle by which same may be conveniently lifted or moved.

*Household solid waste:* All domestic or residential solid waste that normally originates in a household environment.

*Institution:* Any public or private establishment which educates, instructs or treats for health purposes, or otherwise performs a service or meets a need for the community, city, state, region or nation.

*Institutional solid waste:* Solid waste originating from educational, health care, religious or research facilities.

*Junk:* Any vehicle or vehicle parts, rubber tires, appliances, dilapidated furniture, machinery, equipment, building material or other items which are either in a wholly or partially rusted, wrecked, junked, dismantled or inoperative condition.

*Junked car or other vehicle:* One that does not bear a current Alabama license plate and is not capable of being driven.

*Litter:* All man-made solid waste materials not placed in a proper waste container, including, but not limited to, paper, plastic, garbage, bottles, cans, glass, crockery, scrap metal, construction materials, rubbish, disposable packages or containers which are discarded, thrown or otherwise deposited as prohibited herein.

*Litter receptacle:* A container constructed and placed for use as a depository for litter.

*Premises:* Any dwelling, flat, rooming house, apartment house, hospital, school, hotel, club, restaurant, boarding house, office, eating place, shop, church, place of business, manufacturing establishment, courthouse, jail, community center or other public building.

*Private property:* Property owned by any person as defined herein, including, but not limited to, yards, grounds, driveways, entrance or passage ways, parking areas, any body of water, vacant land and recreation facilities.

*Public property:* Any area that is used or held for use by the public, whether owned or operated by public or private interests, including, but not limited to, highways, streets, street medians, alleys, park recreation areas, sidewalks, rights-of-way, lakes, rivers, streams, drainage ditches or other bodies of water.

*Residence:* Single-family or multiple-family dwelling, townhouse, apartment, condominium, trailer or mobile home, both privately and publicly owned.

*Trash:* Non-putrescible solid wastes consisting of yard clippings, leaves, wood, tree limbs and trunks, furniture, bedding, appliances, paper and cardboard, plastics, wood, wrappings, cans and similar materials.

*Vehicle:* Every device capable of being moved upon a public highway, street or waterway and in, upon or by which any person or property may be transported or drawn upon a public highway, street or waterway. This shall include any watercraft, boat, ship, vessel, barge or other floating craft. This excludes devices moved by human power or used exclusively for agricultural purposes and licensed pursuant to state law which is not operated on any public highway for purposes other than crossing such public highways or along such highway between two (2) tracts of the owner's land.

**SECTION 2. Enforcement procedures—Issuance of citation or corrective notice; fines in summary disposition.**

(a). When any police officer or other employee of the City designated by law or ordinance as an enforcement officer finds any violation of any provision of this Ordinance which such officer or employee is authorized and required to enforce, such person may issue, on forms provided by the City, a citation and deliver it to the person in violation directing such person to appear in the municipal court or other court of competent jurisdiction at a time and a date stated therein to answer to the charges for the violation, which shall be stated in such citation. Such police officer or enforcement officer is further authorized to swear out warrants or execute affidavits of complaints charging persons with violation of this Ordinance, without first having issued a citation for such violation.

(b). Any employee of the City designated by the mayor or council may issue corrective notices to persons found to be in violation of any provision of this Ordinance. The issuance of such corrective notice is not necessary for the prosecution of violations of this Ordinance.

(c). If the violation is a first violation of such provision of this Ordinance by the person cited, such person, in lieu of appearing in the municipal court at the time and on the date stated in the citation, may pay a fine of fifty dollars (\$50.00) stated in the citation plus the cost of court within ten (10) days from the date of such citation at the office of the municipal court clerk for the use of the City and other agencies as designated by law; except, however, that commercial establishments, institutions and construction sites may pay a fine of not less than five hundred dollars (\$500.00) stated on the citation plus the cost of court within ten (10) days from the date of such citation at the office of the municipal court clerk for the use of the City and other agencies as designated by law.

**SECTION 3. Failure to comply with notice.**

Any person who has been served such corrective notice in accordance with the provision of this Ordinance who shall neglect or refuse or fail to fully comply with the corrective notice so ordered within the time frame so ordered therein shall be in violation of this Ordinance.

**SECTION 4. Owner's and generator's responsibility.**

(a). Any person owning or occupying property within the City who generates litter shall be responsible for ensuring that such litter is managed, stored and handled in accordance with the provisions of this Ordinance.

(b). The owners or occupants of all residential units and commercial establishments shall be responsible for compliance with this Ordinance.

**SECTION 5. Cleaning litter or junk from open private property.**

(a). The City is hereby authorized and empowered to notify the owner of any open or vacant private property within the City, or the agent of such owner, to properly dispose of litter or junk located on such owner's property. Such notice shall be by certified mail, with return receipt requested, addressed to such owner at such owner's last known address as the same appears on the records in the office of the county revenue commissioner.

(b). The failure, neglect or refusal of any owner so notified to properly dispose of litter or junk within ten (10) days after the receipt of the notice provided for in this section shall constitute a violation of this Ordinance. In addition to all other available remedies, the City is specifically authorized to institute an action in the circuit court to abate any public nuisance created by litter or junk located on



any open or vacant property within the City, and the costs of such proceeding and the removal of such litter or junk shall be assessed against the owner's property.

(c). Subsection (a) of this section shall not apply to licensed junk dealers or establishments engaged in the repair, rebuilding, reconditioning or salvaging of equipment, provided that the work area is screened from public view by a fence, hedge, wall or similar device of sufficient height to provide a visual buffer and which otherwise complies with all applicable laws, ordinances, rules and regulations.

#### **SECTION 6. Penalties.**

(a). Any person found guilty of violating any provision of this Ordinance may be fined in an amount not to exceed five hundred dollars (\$500.00) for a first violation. Any person found guilty of a subsequent violation of this Ordinance may be fined in an amount not to exceed five hundred dollars (\$500.00) or up to the amount authorized by state law, whichever is greater, and may be imprisoned up to six (6) months. Each day a violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

(b). Any person found guilty of violating any provision of this Ordinance may be, in the discretion of the court, sentenced to pick up litter or take other remedial action to comply with the terms of this Ordinance in lieu of, or in addition to, a fine or imprisonment.

#### **SECTION 7. Littering generally.**

(a). It shall be unlawful for any person to drop, deposit, discard or otherwise dispose of litter in or upon any public or private property within the City, including, but not limited to, any street, median, right-of-way, sidewalk, park, vacant or occupied lot or body of water, except in public receptacles or in authorized private receptacles provided for public use, or in an area designated by the state department of environmental management as a permitted disposal site.

(b). No person shall throw or deposit upon or alongside any highway, road, street, or public right-of-way any bottle, glass, nails, tacks, wire, cans, cigarettes, cigars, containers of urine, or any other substance likely to injure any person, animal or vehicle upon or alongside the highway, road, street or public right-of-way.

(c). Any person who throws, drops, or permits to be thrown or dropped, upon any highway, road, street, or public right-of-way any destructive or injurious material shall immediately remove the material or cause it to be removed.

(d). Any person removing a wrecked or damaged vehicle from a highway, road, street, or public right-of-way shall remove any glass or other injurious substance dropped upon the highway from the vehicle.

(e). No person shall throw or drop litter from a motor vehicle upon or alongside any highway, road or street, or public right-of-way.

#### **SECTION 8. Indiscriminate dumping or discarding of litter, junk and solid waste.**

It shall be unlawful for any person to discard or dump along any street, street median or road, on or off the right-of-way, any household or commercial solid waste or junk on any private or public property unless disposed of in receptacles provided for public use for the deposit of such material, or in an area designated by the state department of environmental management as a permitted disposal site. Any person charged with a violation of this section shall be required to appear in court to answer such charges, and upon conviction, shall be fined a minimum of one hundred dollars (\$100.00) and shall be subject to any other penalties provided in this Ordinance; except that commercial establishments, institutions and industrial or construction sites pay a minimum fine of five hundred dollars (\$500.00) for a violation of this section and shall be subject to any other penalties provided in this Ordinance.

#### **SECTION 9. Escape of load from uncovered vehicles; clearance of glass, etc.**

(a). It shall be unlawful for any person to haul garbage, paper, trash, sand, gravel, wet cement, construction materials, other loose materials or waste, unless the truck or vehicle is covered, secured or sealed to the extent that there will be no loss or spillage during haulage to cause littering of streets and highways or cause a nuisance or hazard to the public health; except however, that the deposit of sand or other substance to increase traction or water or other substance applied on a street or roadway in the cleaning or maintenance of such street or roadway by the government agency having such responsibilities shall not come within the prohibition.

(b). Any person operating a vehicle from which any glass, nails or other sharp objects have fallen or escaped which could cause an obstruction or damage a vehicle or otherwise endanger travelers on such public property shall immediately cause the public property to be cleared of such objects and shall pay any costs thereof.

(c). Whoever willfully and knowingly operates, owns, or causes to be operated on any public

highway, road, street, or public right-of-way a motor vehicle so loaded with gravel, rock, slag, or bricks, in any manner or in any condition that the contents of the vehicle spill out and cause it to be deposited upon the highway, road, street, or public right-of-way is guilty of a Class B misdemeanor pursuant to Section 13A-7-29, the criminal littering statute.

(d). No vehicle shall be driven or moved on any highway unless the vehicle is so constructed or loaded as to prevent any of its load from dropping, sifting, leaking, or otherwise escaping therefrom, except that sand may be dropped for the purpose of securing traction, or water or other substance may be sprinkled on a roadway in cleaning or maintaining the roadway.

(e). Whoever willfully and knowingly operates, owns, or causes to be operated on a public highway, road, street, or public right-of-way, a motor vehicle in any manner or in any condition that litter is caused or allowed to be deposited upon the highway, road, or street or public right-of-way, is guilty of a Class B misdemeanor pursuant to Section 13A-7-29, the criminal littering statute.

(f). Any agricultural product in its natural state that is unintentionally deposited upon a highway, road, street, or public right-of-way does not constitute litter for purposes of this section.

#### **SECTION 10. Freedom from litter of areas surrounding commercial establishments and institutions.**

(a). It shall be the duty of each proprietor and each operator of any business, industry or institution to keep the adjacent and surrounding area clear and free of litter generated by the proprietor or operator. These areas include, but are not restricted to, public and private sidewalks, City rights-of-way, roads, alleys, grounds, parking lots, loading and unloading areas and all vacant lots which are owned or leased by such establishment or institution.

(b). All construction and demolition contractors, owners or agents shall provide on-site receptacles for loose debris, paper, building materials waste, scrap building materials and other litter products to prevent scattering of such materials by wind or rain if such materials are not otherwise properly disposed of on a daily basis.

(c). It is a violation of this Ordinance for any private property owner, tenant, occupant, lessee or agent to grant permission to any person to dispose of litter on such person's property.

(d). All commercial establishments shall store their litter in tightly covered containers so as to eliminate wind-driven debris and unsightly litter in and about their establishments. The number and size of containers necessary for each establishment shall be as required to maintain a clean, neat and sanitary premises. Spillage or overflow around containers shall immediately be cleaned up as it occurs.

#### **SECTION 11. Keeping residential property clean—General.**

It shall be the duty of each residential property owner and tenant to keep all exterior private property free of litter generated by the property owner or tenant. These areas shall include, but not be restricted to, sidewalks, alleys, driveways, yards, grounds, fences, walls and property lines, public and privately owned storm drains and vacant lots within the City.

#### **SECTION 12. Disposal of garbage.**

Disposal of garbage by single-family dwellings, duplexes, townhouses and condominiums shall be as follows:

(1). All household garbage shall be stored in tightly closed metal, rubber or plastic cans or in heavy-duty plastic garbage bags so as to prevent scattering of garbage by wind, water, traffic or scavenging animals.

(2). All household garbage generated by residences provided with common litter receptacles (dumpsters, etc.) shall be placed within such receptacles so as to prevent scattering of garbage by wind or rain.

#### **SECTION 13. Disposal of trash in residential areas.**

(a). All trash, as defined in Section 1 of this Ordinance, shall be placed for collection at curbside not sooner than twenty-four (24) hours prior to the designated day for such collection.

(b). Loose trash, such as leaves and grass clippings, shall remain at curbside not longer than one (1) week.

(c). All trash, as defined in Section 1 of this Ordinance, must be placed at curbside in accordance with current policies, rules and regulations of the City.

(d). Scrap, lumber, plaster, roofing, concrete, brick and sanding dust, resulting from the construction, repair, remodeling, removal or demolition of any building on any private property will not be removed by the City. All such material shall be removed by the owner or the contractor responsible

for the accumulation of same before, during or after construction.

(e). It shall be the responsibility of any person doing work on private property to remove from the premises all residue and rubbish resulting from such work.

**SECTION 14. Keeping sidewalks and right-of-way clean and mown.**

Each owner, agent, occupant or lessee whose property abuts City streets shall be responsible for keeping sidewalks and City right-of-way strips between sidewalk and street mown and free of litter generated from their property.

**SECTION 15. Sweeping litter into street.**

It shall be unlawful to sweep or push litter or leaves or grass from sidewalks onto streets where it will be washed into the City storm drains. Such litter and leaves or grass shall be deposited in a proper receptacle which shall be tightly covered or tied to prevent scattering before pick-up.

**SECTION 16. Litter receptacles—Deposits restricted.**

It shall be unlawful to deposit any items except litter in any receptacle placed for public use as a depository for litter.

**SECTION 17. Providing and placement.**

(a). Any person owning or operating any establishment or public place shall at such person's own expense be responsible for providing, placing and the regular maintenance of litter receptacles adequate to contain the litter generated at such establishment.

(b). Any person owning or operating any trailer or mobile home park or apartment or condominium complex within which the residents thereof are provided with common litter receptacles, shall at such person's own expense be responsible for providing, placing and the regular maintenance of such common litter receptacles which shall be adequate to contain the litter generated therein.

**SECTION 18. Standards.**

Litter receptacles purchased and placed in compliance with this Ordinance shall meet the following minimum standards:

(1). Construction of such quality as to maintain original shape when placed at an outdoor location and reasonably resistant to rust and corrosion.

(2). Constructed and designed or covered in such a manner as to prevent or preclude blowing of litter from the receptacle.

(3). Be serviced frequently enough to prevent spillage from overflow and to prevent offensive odor.

(4). Be maintained sufficiently to present an acceptable appearance.

**SECTION 19. Removal.**

(a). The removal of litter from receptacles placed at public parks, beaches, fishing areas and other public recreation sites shall be the responsibility of those state and local agencies now performing litter removal services.

(b). The removal of litter from receptacles placed on private property which are used by the public shall remain the duty of the owner or operator of such private property.

**SECTION 20. Liability of Owner or Operator of Vehicle or Trailer Used in Littering**

(a). The City of Spanish Fort hereby finds and determines that littering within the City is a threat to the health, well-being and safety of the residents of the City. As a result, the City has determined to utilize any permissible technological means available to reduce the incidence of littering. Therefore, the City has established a policy and procedure set forth in this section to impose liability on the owner of a vehicle in any instance where the image of the operator or occupant of such vehicle is captured digitally or otherwise recorded throwing or depositing litter from such vehicle upon any street or other public place within the City or upon private property.

(b). The owner of a vehicle shall be liable for a civil penalty imposed pursuant to this section if such vehicle is used or operated with the permission of the owner; express or implied, in any instance where a recorded image is obtained showing the operator or occupant throwing or depositing litter from such vehicle upon any street or other public place within the City or upon private property.

(c). A notice of liability shall be sent by the police officer or other enforcement officer by certified class mail to each person alleged to be liable as an owner of a vehicle in violation of this Ordinance. A notice of liability shall contain the name and address of the person to be liable for the violation as the

owner; the registration of the vehicle involved in such violation, the location where the violation occurred, the date and time of such violation. Further, the notice of liability shall advise the person charged of the court or tribunal having jurisdiction to adjudicate the liability of the violation and the time in which he or she may contest the liability alleged in the notice and that a failure to contest the notice in the manner and time proscribed shall be deemed an admission of liability.

(d). Sworn certificate, municipal offense ticket or summons as prima facie evidence. A certificate, municipal offense ticket or summons sworn to or affirmed by the police officer or enforcement officer primarily responsible for enforcing the provisions of this chapter based upon a review of the recorded images shall be prima facie evidence of the facts contained therein. Any recorded images shall be available for inspection in any proceeding commenced in a court of competent jurisdiction to adjudicate the liability of such violation.

(e). Defenses.

(1) An owner shall have a valid defense to an allegation of liability under this section if the vehicle in question had been reported to a police department or agency as stolen prior to the time the violation occurred, and had not been recovered by the time the violation occurred. For the purposes of asserting this defense, it shall be sufficient that a certified copy of the police report on the stolen vehicle be sent by first class mail to the court or tribunal having jurisdiction to adjudicate the liability of the violation.

(2) An owner who is a lessor of a vehicle to which a notice of liability is issued shall not be liable for the violation, provided that he or she sends to the court or tribunal having jurisdiction to adjudicate the liability of the violation a copy of the rental, lease or other such contract covering such vehicle on the day of the violation, with the name and address of the lessee clearly legible, within 30 days after receiving notice of such violation. Failure to send such information within the 30 days shall render the owner liable for the penalty prescribed in this chapter. When the lessor complies with the provisions of this subsection, the lessee of such vehicle on the date of the violation shall be deemed to be the owner of such vehicle for the purposes of this article.

(3) No owner of a vehicle shall be subject to a monetary fine under this chapter if the operator of such vehicle was operating the vehicle without the consent of the owner at the time of the violation. However, there shall be a rebuttable presumption that the operator of such vehicle was operating the vehicle with the consent of the owner at the time the violation occurred.

(f) Nothing in this section shall preclude the police officer or any other code or law enforcement officer from taking such other action in connection with violations of any other applicable rules, regulations, statutes or laws.

(g). To the extent permitted by law, an owner or operator of a motor vehicle or trailer is liable and responsible for illegal dumping of garbage, litter, waste or trash and for all costs, penalties and fines relating to the illegal dumping when the owner's and/or operator's motor vehicle or trailer is used with the express or implied permission of the owner or operator, irrespective of whether the owner or operator knew or should have known of the intended or actual use of the vehicle in violation of this Ordinance.

(h). The owner or operator of a motor vehicle or trailer whose vehicle or trailer is used in violation of this Ordinance and whose vehicle is captured by photographic or video surveillance shall be liable for a civil fine of \$100.00, plus court costs. Photographic or video evidence shall constitute a rebuttable presumption of a violation of this Ordinance.

(i). No civil action for littering based on evidence that creates a rebuttable presumption under Section 21(b) shall be brought against a person by or on behalf of the City unless he or she has been given written notice by a designee of the City that the City has photographic or video evidence that the owner or operators motor vehicle or trailer was used in violation of this Ordinance, and that, under Section 21(b), there is a rebuttable presumption that he or she allowed the use of the vehicle. The notice shall advise the person that littering is subject to a civil fine and may be classified as a misdemeanor and shall provide that, unless the person can present satisfactory information or evidence to rebut the presumption to the designee of the City within 15 days from the date of the notice, an action for civil and/or criminal littering may be filed against him or her in the appropriate court. If the person responds to the notice and presents information or evidence to the designee of the governing body, the designee shall review the information or evidence presented and make a determination as to whether or not an action should be brought against the person for civil or criminal littering. The designee shall provide written notice to the person of his or her determination, and if the intent is to proceed with an action for civil or criminal littering, the notice shall be sent before any action is filed. The police officer or designee obtain a summons from the city magistrate setting the hearing that shall be served on the owner/operator.

## **SECTION 21. Responsibility of waste matter creator or generator for illegally dumped material.**

(a). All persons creating or generating garbage, litter, waste or trash are responsible for seeing that it is disposed of in the manner provided by law. Persons disposing of garbage, litter, waste or trash must ensure that it is not illegally dumped. This responsibility includes not giving garbage, litter, waste or

trash to a person for disposal who is not authorized to legally dispose of garbage, litter, waste or trash. For purposes of this Ordinance, any series of items found in the garbage, trash or other discarded material including, but not limited to, bank statements, utility bills, bank card bills and other financial documents, clearly bearing the name of a person shall constitute a rebuttable presumption that the person whose name appears on the material knowingly deposited the litter. Advertising, marketing and campaign materials and literature shall not be sufficient to constitute a rebuttable presumption of criminal littering under this subsection.

(b). No action for criminal littering based on evidence that creates a rebuttable presumption under Section 21(a) shall be brought against a person by or on behalf of the City unless he or she has been given written notice by a designee of the City that items found in an accumulation of garbage, trash or other discarded materials contain his or her name and that, under Section 21(a), there is a rebuttable presumption that he or she knowingly deposited the litter. The notice shall advise the person that criminal littering is a Class B misdemeanor and shall provide that, unless the person can present satisfactory information or evidence to rebut the presumption to the designee of the City within 15 days from the date of the notice, an action for criminal littering may be filed against him or her in the appropriate court. If the person responds to the notice and presents information or evidence to the designee of the governing body, the designee shall review the information or evidence presented and make a determination as to whether or not an action should be brought against the person for criminal littering. The designee shall provide written notice to the person of his or her determination, and if the intent is to proceed with an action for criminal littering, the notice shall be sent before any action is filed.

#### **SECTION 22. Repealer Clause.**

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

#### **SECTION 23. Severability Clause.**

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

#### **SECTION 24. Effective Date.**

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

***ADOPTED and APPROVED this 7th day of August, 2023.***

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Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines  
City Clerk



**ORDINANCE NO. 645-2023**

**AN ORDINANCE EXEMPTING CERTAIN “COVERED ITEMS” FROM THE MUNICIPAL SALES AND USE TAX DURING THE LAST FULL WEEKEND OF FEBRUARY 2024, AS AUTHORIZED BY ACT NO. 2012-256, AS AMENDED, GENERALLY REFERRED TO AS THE ALABAMA SEVERE WEATHER PREPAREDNESS SALES TAX HOLIDAY LEGISLATION**

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

**Section 1.** In conformity with the provisions of Act No. 2012-256, as amended, enacted by the Alabama Legislature during the 2012 Regular Session, providing for a State Sales Tax Holiday, the City of Spanish Fort, Alabama, exempts “covered items” from the 1½% municipal sales and use tax during the same period, beginning at 12:01 a.m. on the last Friday in February, 2024 (February 23, 2024) and ending at twelve o’clock midnight on the following Sunday (February 25, 2024).

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

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

**Section 4.** This Ordinance shall become effective upon adoption.

***ADOPTED and APPROVED this \_\_\_\_ day of October, 2023.***

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Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines  
City Clerk

**ORDINANCE NO. 646-2023**

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

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

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

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

**SECTION 3.** This Ordinance shall become effective upon adoption.

*ADOPTED and APPROVED this \_\_\_\_ day of October, 2023.*

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Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines  
City Clerk

**Memorandum  
of  
Understanding**

between

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



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

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

## **I. Purpose**

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

## **II. Goals**

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

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

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

These primary goals are further broken down to include:

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

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

### **III. Baldwin County Sheriff's Office Responsibilities**

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

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

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

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

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

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

#### **IV. Municipal Law Enforcement Agency's Responsibilities**

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

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

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

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

a. Law Enforcement Officer:

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

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

- As a law enforcement officer, the SROs should:

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

b. Law-Related Educator:

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

C. For purposes of this Agreement, Part IV-SRO and School Administration Specific

Duties and Responsibilities, Section B.11. is hereby amended to read in its entirety as follows:

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

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

amended to read in its entirety as follows:

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

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

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

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

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

## **V. Supervision**

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

## **VI. MISCELLANEOUS.**

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

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

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

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

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

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

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

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Charles F. Gruber, Chairman  
Baldwin County Commission

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Date

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Sheriff Huey Hoss Mack  
Baldwin County Sheriffs Office

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Date

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Mayor Michael M. McMillan  
City of Spanish Fort

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Date

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Chief John Barber  
City of Spanish Fort

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Date

**RESOLUTION NO. 1372-2023**

**A RESOLUTION AMENDING THE PERSONNEL MANUAL OF  
THE CITY OF SPANISH FORT, ALABAMA**

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

**SECTION 1. Amendment to Personnel Manual.** The City Council of the City of Spanish Fort has determined that it is in the best interest of the City to revise certain personnel policies and procedures for the employees of the City of Spanish Fort, and the City Council hereby amends Section VIII, B.1.a. and b., of the Personnel Manual of the City of Spanish Fort, Alabama, to read as follows:

- a. An Employee may voluntarily resign by submitting to his/her Department Head in writing the reason(s) and the effective date of the resignation. Notification will be given as far in advance as possible, but at least thirty (30) days prior to the effective date of the resignation. Failure to comply with this requirement may be cause for denying the individual future employment with the City.
- b. Upon receipt of a letter of resignation, the Mayor shall have the right, in his discretion, to accept the resignation and make the resignation effective immediately, or on or before the end of the next pay period or the end of the calendar month, as determined by the Mayor. In that event, the employee's employment shall terminate effective the day designated by the Mayor, and the employee shall not be required to work or complete the thirty (30) days' notice. After submitting a letter of resignation, salaried employees shall be paid for hours actually worked during the final pay period.

**SECTION 2. Personnel Manual Not a Contract; Amendments.** The Personnel Manual adopted by the City of Spanish Fort is not a contract between the City of Spanish Fort and any employee, and it is not intended to create contractual obligations of any kind. The City Council reserves the right to make changes to the Personnel Manual and to increase, reduce, abolish, or alter pay, benefits, or any other terms and conditions of employment at any time, in its sole discretion.

**SECTION 3. Repealer Clause.** Except as expressly amended herein, all terms, conditions and provisions contained in the Personnel Manual shall remain in full force and effect.

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

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

***ADOPTED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023.***

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Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines

City Clerk

**RESOLUTION NO. 1374-2023**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SUNSET CONTRACTING, INC., FOR REPAIRS AT BUNTING COURT, SPIRIT PARK AND WIMBRET WAY**

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

**SECTION 1.** The City Council hereby authorizes the Mayor to enter into an agreement with Sunset Contracting, Inc., in the amount of \$4675.00 to repair a sinkhole in the right-of-way at 32130 Bunting Court, \$4277.00 to repair a sinkhole a Spirit Park and \$21,385.00 to repair a sidewalk and storm drain in the right-of-way at 32322 Wimbret Way. Copies of the proposals for the proposed work are attached hereto as Exhibit 1.

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

**ADOPTED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, **2023.**

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Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines  
City Clerk

# Exhibit 1

# SUNSET CONTRACTING, INC.

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

September 5, 2023

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

Re: 32130 Bunting Court

Attn: Shannon

We offer you a price of \$ 4675.00 to Repair items listed below.

Items included are listed below.

1. Mobilization
2. Remove & Replace Curb & Gutter
3. Fill Sink Hole
4. Seal Existing Inlet & Pipe

Items Excluded are Listed Below

1. Existing Utilities
2. Bonding, Permits, Fees

Thanks



Marion Peterson  
Estimator

# SUNSET CONTRACTING, INC.

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

September 5, 2023

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

Re: Spirit Park

Attn: Shannon

We offer you a price of \$ **4275.00** to Repair the items listed below.

Items included are listed below.

1. Mobilization
2. Remove Curb & Gutter
3. Fill Sinkhole
4. Solid Sod
5. New Curb & Gutter

Items Excluded are Listed Below

1. Existing Utilities
2. Permits, Testing, Fees

Thanks



Marion Peterson  
Estimator

# SUNSET CONTRACTING, INC.

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

September 5, 2023

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

Re: 32322 Wimbrecht Way

Attn: Shannon

We offer you a price of \$ **21,385.00** to Repair items listed below.

Items included are listed below.

1. Mobilization
2. Remove & Replace Sidewalk
3. Expose & wrap Existing Storm Drain Pipe
4. Seal Existing Inlet

Items Excluded are listed Below

1. Existing Utilities
2. Existing Curb & Gutter, Remove & Replace

Thanks



Marion Peterson  
Estimator