

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

Regular Meeting  
July 17, 2023  
Spanish Fort Community Center  
6:00 p.m.

- I. CALL TO ORDER
- II. ROLL CALL
- III. MOMENT OF SILENCE FOR MS. CLAUDINE MYERS
- IV. INVOCATION
- V. PLEDGE OF ALLEGIANCE
- VI. APPROVAL OF THE MINUTES OF THE PREVIOUS MEETINGS

Work Session July 5, 2023  
Regular Meeting July 5, 2023

- VII. REPORTS OF COMMITTEES AND OFFICERS
- VIII. PUBLIC PARTICIPATION
- IX. 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.

The Spanish Fort Public Library will be hosting Summer Reading events each Tuesday this summer. Check out the Library's website at <https://www.spanishfortpubliclibrary.org> under the events tab to see what is happening each week.

The City of Spanish Fort is celebrating! July 19, 2023, will mark the City's 30<sup>th</sup> anniversary as an incorporated city! Tonight, following the City Council meeting, we will have a reception to celebrate our anniversary. All are invited to attend.

The City of Spanish Fort and the Spanish Fort Public Library would like to thank Spanish Fort High School Athletic Director Chase Smith and the football players who assisted with reorganizing library books last Friday, July 14, 2023. Thank you for all of your efforts! We appreciate our young people who participate and volunteer to improve their City.

- X. OLD BUSINESS
- XI. NEW BUSINESS

Presentation of Heart Saver Lifesaving Awards to Police Sgt. George Kofonis and Firefighters James Powell, Jacob Rail and Tyler Knight

Proclamation of July 20, 2023, as "Claudine I. Myers Day" in the City of Spanish Fort

Ordinance No. 640-2023-----An Ordinance Amending Ordinance No. 585-2021 of the City of Spanish Fort, Alabama

Ordinance No. 641-2023-----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort Changing the Zoning Classification of Certain Properties Described as Lots 4, 5, 6, 7, 8, 10 and 11 of Woodside Business Park, Spanish Fort, Alabama, from R-1 to B-2

Resolution No. 1350-2023----A Resolution Authorizing the Mayor to Enter into an Agreement with the Mobile Bay National Estuary Program

Resolution No. 1351-2023----A Resolution Authorizing the Mayor to Enter into a Contract Between the City of Spanish Fort, Alabama, and the Eastern Shore Chamber of Commerce

Resolution No. 1352-2023----A Resolution Authorizing the Mayor to Enter into a Contract for Services Between the City of Spanish Fort and the Spanish Fort Sports Association

Resolution No. 1353-2023----A Resolution Authorizing the Mayor to Enter into an Agreement with the Baldwin County Economic Development Alliance

Resolution No. 1354-2023----A Resolution Authorizing the Mayor to Contract with Care House, Inc., d/b/a the Baldwin County Child Advocacy Center, for Services Provided to the City of Spanish Fort, Alabama

Resolution No. 1355-2023----A Resolution Amending the Employee Pay Classification Guidelines

Resolution No. 1356-2023----A Resolution Appointing and Setting the Terms of Office for the Board of Directors for the Spanish Fort Redevelopment Authority for the City of Spanish Fort

Resolution No. 1357-2023----A Resolution Approving an Agreement between the City of Spanish Fort, Alabama, and the Alabama Department of Transportation

Resolution No. 1358-2023----A Resolution of Support for a Mega Grant Application to Assist in Funding the I-10 Mobile River Bridge and Bayway Project

XII. ADJOURN TO NEXT MEETING  
Work Session and Regular Meeting, August 7, 2023

**Spanish Fort City Council  
Minutes, Regular Meeting, July 5, 2023**

**CALL TO ORDER**

The City Council of the City of Spanish Fort, Alabama, met Wednesday, July 5, 2023, at 6:04 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 Carl Gustafson led the invocation and Pledge of Allegiance.

**APPROVAL OF MINUTES OF PREVIOUS MEETINGS**

The minutes of the Meeting and Work Session of June 19, 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 Clerk Rebecca Gaines reported that the auditors, Avizo Group, completed recent single audit and that the auditors would be issuing an unmodified opinion.

**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 that 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.

Spanish Fort Police would like to announce its very first kids summer camp. It will be held from July 10th - July 14th from 9 a.m. - 12:30 p.m. at various locations within Spanish Fort. There is no cost to attend, and spaces are limited. This is for kids entering 3rd grade through 5th grade for the 2023-2024 school year. If interested, please contact Corporal McGuff at [smcguff@cityofspanishfort.com](mailto:smcguff@cityofspanishfort.com).

The Spanish Fort Public Library will be hosting Summer Reading events each Tuesday this summer. Check out the Library's website at <https://www.spanishfortpubliclibrary.org> under the events tab to see what is happening each week.

The City of Spanish Fort is celebrating! July 19, 2023, will mark the City's 30<sup>th</sup> anniversary as an incorporated city! On Monday, July 17, 2023, following the City Council meeting, we will have a reception to celebrate our anniversary. Light refreshments will be served. All are invited to attend the City Council meeting at 6:00 p.m. and the reception immediately following.

**OLD BUSINESS**

There was none.

**NEW BUSINESS**

***Swearing In of Junior City Councilmembers***

Mayor McMillan called upon the Municipal Judge, the Honorable Derek Rose, who swore in Ryann Turner and Price Beall as members of the Spanish Fort Junior City Council.

***Swearing of City Employees***

Mayor McMillan called upon the Municipal Judge, the Honorable Derek Rose, who swore in the Stanley D. Portenga as a Police Officer for the City of Spanish Fort.

Mayor McMillan and the City Council welcomed Officer Portenga.

***Ordinance No. 638-2023***

Mayor McMillan presented Ordinance No. 638-2023, an ordinance amending Ordinance No. 51-96 of the City of Spanish Fort Establishing the Zoning Classification of Certain Property as B-3, General Business District. David Conner explained the proposed Ordinance. Discussion followed. Mayor McMillan opened the public hearing. There were no speakers. Mayor McMillan closed the public hearing. Discussion followed.

A motion was made by Councilmember J. R. Smith and seconded by Councilmember Brabner to adopt Ordinance No. 638-2023. 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 Ordinance adopted.

***Ordinance No. 639-2023***

Mayor McMillan presented Ordinance No. 639-2023, an ordinance annexing certain property into the corporate limits of the City of Spanish Fort, Alabama. David Conner explained the proposed Ordinance. Discussion followed.

A motion was made by Councilmember Curt Smith and seconded by Councilmember Gustafson to adopt Ordinance No. 639-2023. 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 Ordinance adopted.

***Resolution No. 1346-2023***

Mayor McMillan presented Resolution No. 1346-2023, a resolution authorizing employees of the City of Spanish Fort to make a one-time donation of accrued sick leave to a sick leave bank for an employee. David Conner explained the proposed resolution. Discussion followed.

A motion was made by Councilmember Brabner and seconded by Councilmember Perry to adopt Resolution No. 1346-2023. 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. 1347-2023***

Mayor McMillan presented Resolution No. 1347-2023, a resolution a resolution authorizing the Mayor to enter into an agreement with Cobbs, Allen & Hall, Inc. David Conner explained the proposed resolution. Discussion followed.

A motion was made by Councilmember Curt Smith and seconded by Councilmember J. R. Smith to adopt Resolution No. 1347-2023. 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. 1348-2023***

Mayor McMillan presented Resolution No. 1348-2023, a resolution authorizing the Mayor to execute a proposal 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 J. R. Smith and seconded by Councilmember Perry to adopt Resolution No. 1348-2023. 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. 1349-2023***

Mayor McMillan presented Resolution No. 1349-2023, a resolution authorizing the Mayor to execute a proposal 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 Curt Smith to adopt Resolution No. 1349-2023. 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. 1350-2023***

Mayor McMillan presented Resolution No. 1350-2023, a resolution authorizing the Mayor to enter into an agreement with the Mobile Bay National Estuary Program. David Conner explained the proposed resolution. Discussion followed.

***Resolution No. 1351-2023***

Mayor McMillan presented Resolution No. 1351-2023, a resolution authorizing the Mayor to enter into a contract between the City of Spanish Fort and the Eastern Shore Chamber of Commerce. David Conner explained the proposed resolution. Discussion followed.

***Resolution No. 1352-2023***

Mayor McMillan presented Resolution No. 1352-2023, a resolution authorizing the Mayor to enter into a contract for services between the City of Spanish Fort and the Spanish Fort Sports Association. David Conner explained the proposed resolution. Discussion followed.

***Resolution No. 1353-2023***

Mayor McMillan presented Resolution No. 1353-2023, a resolution authorizing the Mayor to enter into an agreement with the Baldwin County Economic Development Alliance. David Conner explained the proposed resolution. Discussion followed.

***Resolution No. 1354-2023***

Mayor McMillan presented Resolution No. 1354-2023, a resolution authorizing the Mayor to enter into to contract with Care House, Inc., d/b/a the Baldwin County Child Advocacy Center, for services provided to the City. David Conner explained the proposed resolution. Discussion followed.

**ADJOURNMENT**

There being no further business before the Council, the meeting adjourned at 6:32 p.m.

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

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Rebecca A. Gaines  
City Clerk.

## Spanish Fort City Council

### Minutes, Work Session, Wednesday, July 5, 2023

The City Council of the City of Spanish Fort, Alabama, met Wednesday, July 5, 2023, at 4:32 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.

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 J. R. Smith and seconded by Councilmember Brabner to go into executive session at 5:15p.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 30 minutes and that the Work Session would resume upon the conclusion of the executive session.

At 5:45 p.m., City Clerk Rebecca Gaines announced the executive session would be extended an additional 10 minutes.

At 5:56, City Clerk Rebecca A. Gaines announced the work session would be extended an additional 5 minutes.

The Council reconvened at 6:03 p.m.

The Council discussed general municipal business.

There being no further business before the Council, the work session adjourned at 6:03 p.m.

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

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Rebecca A. Gaines  
City Clerk

**ORDINANCE NO. 640-2023**

**AN ORDINANCE AMENDING ORDINANCE NO. 585-2021  
OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, it has been determined that the regulations governing towing and recovery rotation services in the City of Spanish Fort should allow for multiple wrecker services to be engaged when a roadway is completely blocked; and

**WHEREAS**, the City Council has determined that said Ordinance No 585-2021 should be amended.

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

**SECTION 1.** Section 18 of Ordinance No. 585-2021 is hereby amended to add paragraph (c) to read as follows:

(c) In the event of complete road blockage, multi-vehicle accidents and/or other hazards and/or conditions requiring multiple tow vehicles and with the approval of the supervisor, the next wrecker on the wrecker rotation call system will be selected to help clear the roadway in a timely manner to alleviate congestion and prevent possible crashes.

**SECTION 2.** Except as expressly amended herein, all terms and provisions contained in Ordinance No. 585-2021, as amended, shall remain in full force and effect.

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

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

*Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023.*

\_\_\_\_\_  
Michael M. McMillan  
Mayor

\_\_\_\_\_  
Rebecca A. Gaines  
City Clerk

**ORDINANCE NO. 641-2023**

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

**WHEREAS**, the owner of the properties made the subject of this change in zoning classification has requested that the zoning classification on the properties be changed from R-1 to B-2; and

**WHEREAS**, the Planning Commission of the City of Spanish Fort, Alabama, held a meeting on Monday, July 10, 2023, and the City Council of the City of Spanish Fort held a meeting on August 7, 2023, for the purpose of receiving public comments on the proposed change in zoning classification.

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

**SECTION 1. Change in Zoning Classification.**

Ordinance No. 51-96, as amended, of the City of Spanish Fort, Alabama, is hereby amended by changing the zoning classification of certain property located at Broken Branch Circle, being further described as Lots 4, 5, 6, 7, 8, 10 and 11, Woodside Business Park, bearing tax parcel numbers described in Exhibit 1, and being more particularly described in Exhibit 2 which are attached hereto and made a part of this Ordinance as though set forth fully herein, from R-1, Single Family Low Density Residential District, to B-2, Local Business District. A map of the surrounding area is attached as Exhibit 3.

**SECTION 2. Change in Zoning Map.**

The official zoning map for the City of Spanish Fort is hereby amended, changed or altered to reflect the change in zoning classification from R-1, Single Family Low Density Residential District, to B-2, General Business District, on the above referenced properties.

**SECTION 3. Repealer Clause.**

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

**SECTION 4. Severability Clause.**

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

**SECTION 5. Effective Date.**

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

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

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Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines  
City Clerk



EXHIBIT 1 TO ORDINANCE NO. 641-2023

Pensco Trust Company LLC, Custodian FBO, Nathan L. Cox, IRA Owned Lots  
Woodside Business Park

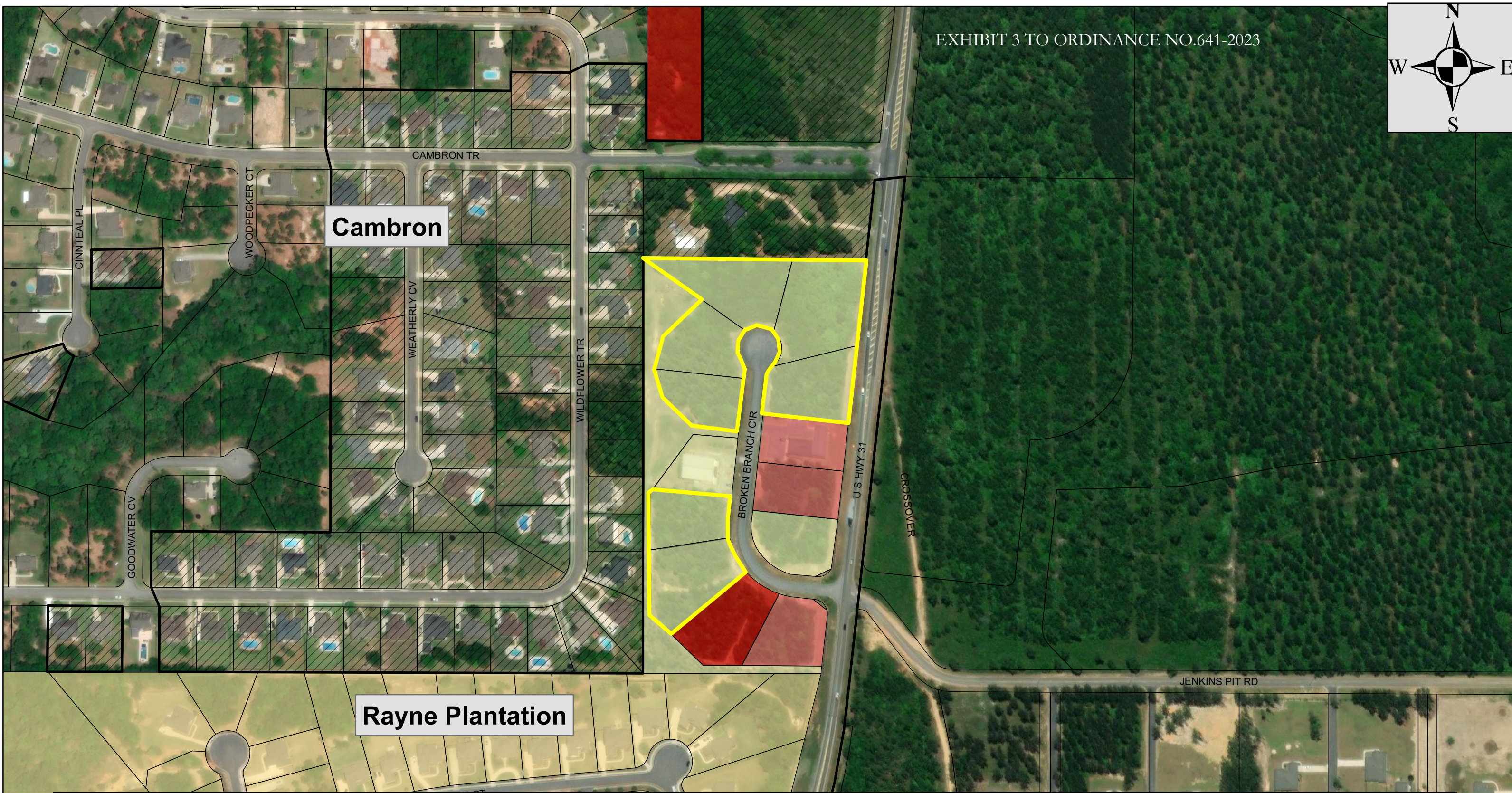
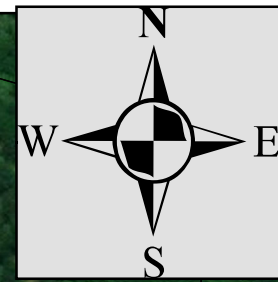
Lot Number	Parcel ID	PPIN
4	05-33-04-18-0-000-004.004	312192
5	05-33-04-18-0-000-004.005	312193
6	05-33-04-18-0-000-004.006	312194
7	05-33-04-18-0-000-004.007	312195
8	05-33-04-18-0-000-004.008	312196
10	05-33-04-18-0-000-004.010	312198
11	05-33-04-18-0-000-004.011	312199

**EXHIBIT "2" TO ORDINANCE NO. 641-2023**

LEGAL DESCRIPTION:

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





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



**RESOLUTION NO. 1350-2023**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO  
AN AGREEMENT WITH THE MOBILE BAY NATIONAL ESTUARY PROGRAM**

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

**WHEREAS**, the Mobile Bay National Estuary Program (“Agency”) is engaged in a program to identify concerns and problems related to Mobile Bay and establish a plan to safeguard the natural resources of Mobile Bay; and

**WHEREAS**, the City desires to enter into a contract with the Mobile Bay National Estuary Program and the Contractor in order to provide necessary local matching funds pursuant to the Federal Grant Program for the performance of the work associated therewith.

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

**SECTION 1.** The City Council of the City of Spanish Fort, Alabama, hereby authorizes the Mayor to enter into a contract with the Mobile National Bay Estuary Program for the performance of the work set forth in the contract, subject to any changes approved by the Mayor and City Attorney. A copy of the proposed contract is attached hereto as Exhibit 1.

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

**SECTION 3.** This Resolution shall become effective immediately upon its adoption or as otherwise required by state law.

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

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Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines  
City Clerk

**Exhibit 1**

STATE OF ALABAMA     )  
BALDWIN COUNTY        )  
CITY OF SPANISH FORT   )

**MUNICIPAL AGENCY FUNDING CONTRACT**

**THIS AGREEMENT**, made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2023, but effective as of the 1<sup>st</sup> day of October, 2022, by and between the **CITY OF SPANISH FORT**, a municipal corporation, of the State of Alabama (hereinafter sometimes referred to as “City” or “the City”), and **THE MOBILE BAY NATIONAL ESTUARY PROGRAM**, (hereinafter sometimes referred to as the “Agency”):

**W-I-T-N-E-S-S-E-T-H**

**WHEREAS**, the Agency has requested that the City of Spanish Fort appropriate funds for its use for the benefit, either directly or indirectly, of the residents of the City; and

**WHEREAS**, the City of Spanish Fort desires to have the Agency perform certain services during the 2022-2023 fiscal year.

**THEREFORE**, in consideration of the benefits moving each to the other, it is mutually agreed by and between the City and the Agency as follows:

**I. AUTHORITY**

Agency represents and warrants to City that it is authorized by law to receive funding from City and that such funding will not be in violation of Article IV, Section 94, or amendments thereto, of the Constitution of Alabama, 1901, or any other constitutional or statutory provision. Agency further warrants that funding from the City will only be used to perform public services and/or acts which the City is otherwise authorized to perform or to fund itself.

**II. SERVICES**

The Agency shall provide the following public services within the Corporate Limits of the City of Spanish Fort.

- 1) Address regional environmental challenges such as comprehensive land use planning, storm water management, and growth practices by helping bay communities develop the tools necessary to strike a balance between growth and development and the wise use and protection of water, land, and living resources; and
- 2) Promote the use of sound, science-based information; and
- 3) Initiate programs and projects that benefit both the citizens and the environment; and
- 4) Implement the community-developed Comprehensive Conservation and Management Plan.

If Agency provides public services both inside and outside the Corporate Limits of the City, then, if requested by the City or its representative, it shall submit an audit report demonstrating that services by the Agency, at least to the extent of the funding herein, shall be and were provided within the Corporate Limits of the City, including an identification of the number of City residents served by said agency.

**III. APPROPRIATION**

The City shall appropriate funds to the Agency in the following amount for the 2022-2023 fiscal year: **\$5,000 (Five Thousand Dollars)**, said amount to be paid pursuant to a method determined by the City Clerk/Treasurer of the City. The City Clerk/Treasurer of the City or his/her designee shall be the representative of the City for the administration and implementation of the provisions hereof on behalf of the City.

#### **IV. SEPARATE AGREEMENTS**

The City shall be under no obligation to the Agency except to the extent set out expressly in this Agreement. Provided, however, in the event there is a separate valid written agreement between the City and Agency, then this Funding Agreement is supplemental thereto, and in the event of a conflict, the terms of the latest written agreement shall prevail.

#### **V. TERM; TERMINATION**

The terms of the Agreement shall commence as of the 1<sup>st</sup> day of October, 2022, and shall continue in force until the 30<sup>th</sup> day of September, 2023, unless sooner terminated. Provided, however, in the event a new contract is not executed by the commencement of the new fiscal year, the City may elect to continue funding if appropriated by budget or budget continuation provisions and if so, the Agency agrees to remain bound by the terms of the Agreement and to continue to provide all services hereunder until a new funding contract is executed, the contract is otherwise terminated as set forth herein or if the official City budget does not contain an appropriation for the Agency. Either party to this Agreement may, with or without cause, terminate this Agreement as of the first day of any month by giving the other party no less than thirty (30) days written notice thereof. In the event of termination by either party, the Agency shall refund to the City an amount equal to the excess of the total amount appropriated over an amount which bears the same ratio to the total amount appropriated as the month(s) actually performed bear to the total months covered by this Agreement.

#### **VI. NON-DISCRIMINATION AND COMPLIANCE**

This Agency hereby covenants and agrees that in performing its responsibilities and obligations hereunder, the Agency, its officers, agents and employees will not, on the grounds of race, color, sex, religion, national origin, or disability, discriminate or permit discrimination against any person or group of persons, in any manner. The Agency further agrees to comply with all applicable state and federal ordinances and regulations, including but not limited, to the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Civil Rights Act of 1964, and any regulations promulgated thereunder. The Agency further agrees to appoint an ADA coordinator. Said coordinator will be responsible for ensuring that the Agency is in compliance with the Americans with Disabilities Act and will advise the City of Spanish Fort ADA Coordinator for services and programs as to the Agency's state of compliance with the Americans with Disabilities Act.

#### **VII. INDEPENDENT CONTRACTOR**

It is agreed between the City and the Agency that the Agency is an independent contractor. Neither the City nor its officers, agents or employees shall be liable for damages, claims, actions, or causes of action, brought against the Agency, for the activities of the Agency.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of Agency, and shall not be liable for any debts or obligations incurred by Agency, nor shall the City be deemed or construed to be partner, joint venturer or otherwise interested party in the assets of Agency, or profits earned or derived by Agency, nor shall Agency at any time or times use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies, or other thing or things whatsoever.

Agency in the performance of its operations and obligations hereunder shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as City may from time to time request to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or manner in which services by Agency, provided for herein, are performed, but on the contrary, Agency shall be wholly responsible therefore.

#### **VIII. INDEMNITY**

The Agency hereby covenants with the City that it will indemnify and hold the City and its officers, agents and employees harmless for or on account of any claim, suit, cause of action or judgment arising out of or in any manner associated with this Agreement or services provided or performed by Agency or any of its officers, agents, or employees.

## **IX. NO THIRD PARTY BENEFICIARIES**

It is the intent of the parties to this Agreement that they be the only parties to the Agreement and to expressly exclude third party beneficiaries. No person not a party to the Agreement may claim benefits under the Agreement.

## **X. SERVICE AREA**

Agency shall submit, if requested by the City, to the Office of the City Clerk/Treasurer of the City, a written monthly report of the Agency's activities and expenditures, including, but not limited to, information demonstrating that services by the Agency within the Corporate Limits of the City at least equal, if not exceed, the funding from the City for that month. Should the City determine at any time during the term of this Contract that Agency is not providing services within the City Corporate Limits at least equal to the funding herein, then the City may terminate this Agreement immediately. Upon such termination, Agency may be, at the sole discretion of the City, required to refund any funds deemed by the City not to have been appropriately expended within the Corporate Limits.

## **XI. BOOKS AND RECORDS/REPORTS**

Agency shall, at the request of the City, throw open and provide, at a time and place designated by the City, all books, records, accounts, statements and other documents as needed by the City to enable it to conduct a financial and/or operational review or audit of agency operations and/or finances. If Agency refuses to honor the City's request with ten (10) days, it shall refund to the City all funds appropriated to it during the term of the contract. All reports, evaluations and audits required shall be provided by Agency to any person appointed by the City or the Mayor.

## **XII. AUDIT**

The City may require Agency to have its financial records audited by an independent CPA firm. A copy of the audited financial statements will be mailed to the City's City Clerk/Treasurer as soon as possible after the statements are issued.

## **XIII. OPEN MEETINGS, PUBLIC RECORDS, COMPETITIVE BIDS AND OTHER APPLICABLE LAWS**

- A.** As Agency is receiving public funds and/or other things of public value, Agency agrees as follows:
- 1.** To the same and like extent as is applicable to the City of Spanish Fort, all meetings of the governing or controlling body of the Agency or any committee or subcommittee thereof shall be open to the public when any issue or matter involving or relating directly or indirectly to this Agreement is discussed or considered and when there is any discussion or consideration of the use of public funds or things of value provided to the Agency by or through the City.
  - 2.** Public Records. To the same and like extent as is applicable to the City of Spanish Fort pursuant to the State law, all records, documents, letters, minutes, memoranda, etc. of the Agency shall be open to public inspection and copying when the same pertain to any issue or matter involving or relating directly or indirectly to the performance by Agency of this Agreement or the use of public funds or other things of value provided to the agency by or through the City.
  - 3.** Expenditure of Public Funds. To the same and like extent as is applicable to the City pursuant to State law, all expenditures or disbursements of funds received by the Agency, whether directly or indirectly, from the City shall be subject to competitive bidding.

## **XIV. SEVERABILITY**

It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, or otherwise appears to both parties to be invalid, the invalidity of any such covenant, condition, or provision herein contained shall not affect other remaining and valid covenants or conditions herein, unless such invalidity renders performance of the essential elements of the contract impossible.

## XV. MISCELLANEOUS CLAUSES

**Capacity:** Each Party to this Agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That each has full power and capacity to enter into this Agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer, areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C. That to the extent required, each Party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.
- D. That each Party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of the Agreement by such representative fully and completely binds the Party to the terms and conditions hereof.
- E. That absent fraud, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorization for execution exists and has been performed and the other Party shall be entitled to rely upon the same. To the extent a Party is a partnership, limited liability company or joint venture, the execution of this Agreement by any member thereof shall bind the Party and to the extent that the execution of Agreement is limited to a manager, managing partner or specific member, then the person so executing this Agreement is duly authorized to act in such capacity for the Party.
- F. That each party represents and warrants to the other that there is no litigation, claim, or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
- G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to the terms and conditions of the Agreement.

**Final Integration:** This Agreement together with any amendments, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

**Force Majeure:** Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents, or contractors.

**Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

**Binding Effect:** This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Captions:** The captions of this Agreement are for convenience and reference only, are not a part of the Agreement, and in no way define, describe, extend or limit the scope or intent of this Agreement.

**Mandatory and Permissive:** "Shall", "will", and "agrees" are mandatory, "may" is permissive.

**Governing Laws:** The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.



**Prohibition on Assignment and Delegation:** No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable irrespective of such assignment or delegation.

**Waiver:** Non enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

**Ownership of Contract Documents:** The Contract Documents, and copies of parts thereof, are furnished and owned by the City. All portions of the Contract Document, and copies of parts thereof, are the instruments of service for this project. They are not to be used on other work and are to be returned to the City on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City. Such user shall hold the City harmless from any and all damages, including reasonable attorney's fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

**Fines and Penalties:** The Contractor shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the Owner and/or Contractor which are related to the Contractor's operations. The Owner shall deduct the amount of the levied fine or penalty from the Contract amount.

**Agreement Date/Counterparts:** The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

**Use of Words and Phrases:** The following words and phrases, where used in this document, shall be given the following and respective interpretations. "Herein," "hereby," "hereunder," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in any portion of this Agreement unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the day and date first set forth above.

**CITY OF SPANISH FORT, a  
Municipal Corporation**

\_\_\_\_\_  
Michael M. McMillan, Mayor

**ATTEST:**

\_\_\_\_\_  
Rebecca A. Gaines  
City Clerk

**MOBILE BAY NATIONAL ESTUARY  
PROGRAM**

BY: \_\_\_\_\_

TITLE: Director, Mobile Bay NEP

Federal Tax ID#: 63-0779657

**RESOLUTION NO. 1351-2023**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT BETWEEN THE CITY OF SPANISH FORT, ALABAMA, AND  
THE EASTERN SHORE CHAMBER OF COMMERCE**

**WHEREAS**, it is in the best interest of the citizens of the City of Spanish Fort, Alabama, to secure the services of the Eastern Shore Chamber of Commerce to advertise and promote the City of Spanish Fort.

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

**SECTION 1.** The Mayor is hereby requested to enter into a contract with the Eastern Shore Chamber of Commerce to provide the services as aforementioned. A copy of the proposed contract is attached hereto as Exhibit A. Said contract shall be in effect for a period of one (1) year and for the amount of Twenty-One Thousand Dollars (\$21,000.00) payable in one payment.

**SECTION 2.** Any resolution heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Resolution is hereby repealed to the extent of such conflict.

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

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

---

Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines  
City Clerk

**EXHIBIT A**

**CONTRACT FOR SERVICES**

STATE OF ALABAMA  
COUNTY OF BALDWIN

This contract for services is entered into by and between the City of Spanish Fort, Alabama (hereinafter referred to as “City”), and the Eastern Shore Chamber of Commerce (hereinafter referred to as “Chamber”) on this the \_\_\_\_ day of \_\_\_\_\_, 2023.

1. The term of the contract is for a period of one (1) year, beginning on the 1<sup>st</sup> day of July, 2023, and ending on the 30<sup>th</sup> day of June, 2024.

2. For and in consideration of the sum of Twenty-One Thousand Dollars (\$21,000.00), payable in one lump sum, the Chamber agrees to work with the Mayor and City Council and their agents, to advertise and promote the City and keep the City informed of commercial and business activities.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their duly authorized Officers.

**CITY OF SPANISH FORT**

**EASTERN SHORE CHAMBER  
OF COMMERCE**

By: \_\_\_\_\_  
Michael M. McMillan  
Mayor

By: \_\_\_\_\_  
President

ATTEST:

ATTEST:

\_\_\_\_\_  
Rebecca A. Gaines  
City Clerk

\_\_\_\_\_

**RESOLUTION NO. 1352-2023**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR SERVICES BETWEEN THE CITY OF SPANISH FORT, ALABAMA, AND THE SPANISH FORT SPORTS ASSOCIATION**

**WHEREAS**, the SPANISH FORT SPORTS ASSOCIATION (“the Association”) provides a valuable service to the City of Spanish Fort and its citizens by providing organized league play in baseball and softball activities for the general public within the City; and

**WHEREAS**, the City has recognized and continues to recognize the benefits conferred upon the City and its citizens as a direct result of the services performed by the Association on an annual basis; and

**WHEREAS**, the City desires to continue the benefits conferred upon the public as a direct result of the Association’s efforts.

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

The City Council requests and authorizes the Mayor to enter into an agreement with the Association for services rendered to the City of Spanish Fort in the provision of league play activities. In consideration of such services, there is hereby appropriated the sum of Twenty Thousand Dollars (\$20,000.00) to the Spanish Fort Sports Association. A copy of the proposed Agreement is attached hereto as Exhibit A, subject to any changes approved by the Mayor.

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

---

Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines  
City Clerk

**Exhibit A**

**AGREEMENT**

This Agreement is entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Spanish Fort (“City”) and the SPANISH FORT SPORTS ASSOCIATION (“Association”).

**WHEREAS**, the SPANISH FORT SPORTS ASSOCIATION provides a valuable service to the City of Spanish Fort and its citizens by providing league play in baseball and softball for the general public within the City; and

**WHEREAS**, the City has recognized and continues to recognize the benefits conferred upon the City and its citizens as a direct result of the services performed by the Association on an annual basis; and

**WHEREAS**, the parties desire to enter into an agreement to continue the aforesaid benefits conferred upon the citizens of the City.

**WITNESSETH:**

For and in consideration of the premises contained herein, the parties hereby agree as follows:

1. The City hereby agrees to provide to the ASSOCIATION the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) as consideration for the services to be performed by the Association.
2. The Association agrees to provide league play in baseball and softball for the general public within the City, without discrimination, and the Association shall be responsible for all aspects of the programs.
3. The term of this Agreement shall be for the remainder of the 2023 calendar year.

**DONE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

\_\_\_\_\_  
Michael M. McMillan, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca A. Gaines  
City Clerk

SPANISH FORT SPORTS  
ASSOCIATION

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

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

**RESOLUTION NO. 1353-2023**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE**

**WHEREAS**, the Baldwin County Economic Development Alliance (BCEDA) is an organization which was established for the purpose of retaining and expanding existing and new businesses and industries in Baldwin County; and

**WHEREAS**, the City of Spanish Fort recognizes that the retention and expansion of business and industry in Baldwin County will produce positive economic growth in the area; and

**WHEREAS**, the City of Spanish Fort wishes to retain the services of the BCEDA program in order to promote economic growth in Spanish Fort and Baldwin County.

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

**SECTION 1.** That the sum of Five Thousand Five Hundred Dollars (\$5,000.00) is hereby appropriated from the Fiscal Year 2022-2023, as payment for services to be performed by BCEDA.

**SECTION 2.** That the Mayor is hereby authorized to execute the agreement attached hereto as Exhibit A on behalf of the City of Spanish Fort, subject to any changes approved by the Mayor.

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

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Michael M. McMillan  
Mayor

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Rebecca A. Gaines  
City Clerk/Treasurer

## Exhibit A

### AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT is made and entered into on this the \_\_\_\_ day of \_\_\_\_, 2023, but effective as of the 1<sup>st</sup> day of October, 2022, by and between THE CITY OF SPANISH FORT, ALABAMA (hereinafter referred to as City), and THE BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE (hereinafter referred to as ALLIANCE).

WITNESSETH:

WHEREAS, the City Council has determined that the welfare of the CITY'S citizens requires a healthy and diverse economy; and

WHEREAS, the City Council desires to have the ALLIANCE perform certain services during the 2022-2023 Fiscal Year.

NOW, THEREFORE, the City Council authorizes its Mayor to execute an agreement with the ALLIANCE for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto do AGREE as follows:

1. The term of this agreement shall begin upon the execution hereof and shall end on September 30, 2023.
2. The CITY Fiscal Year runs from October 1<sup>st</sup> to September 30<sup>th</sup> each year. During the fiscal year of the contract, City agrees to pay to the ALLIANCE for support of the ALLIANCE, contingent on appropriations, the sum of \$5,000.00 for the Fiscal Year 2022-2023.
3. The ALLIANCE shall perform the following services in conjunction with and for the benefit of the CITY, to wit:
  - a) To provide and administer economic development service for the CITY;
  - b) To seek, discover and endeavor to attract and promote new and expanding commercial prospects within Baldwin County, Alabama, and the City, and to create new jobs and employment, economic improvements and expansion for the benefit of the citizens of Baldwin County, Alabama, and the City;
  - c) To gather, keep updated, research and distribute information and data to be used as advertisements and presentations to general and specific business and industrial prospects;
  - d) To develop and secure tools of the trade such as maps, charts, photos, topos, briefing facilities, brochures, reports, etc., necessary and required to adequately promote new and expanding business and industry;
  - e) To work with existing businesses for expansions, problem solving, counseling and other services pertinent to their expansion;
  - f) To work for the mutual economic and industrial development of the CITY and pursuant thereto to maintain contact, cooperate and work closely with other agencies and organizations with similar purposes such as: Alabama Department of Economic and Community Affairs/Alabama Development Office; Industrial Development Departments of Public and Private Utilities; Local, Area and Regional Planning and Development Agencies; Highway, Air and Water Transportation Development Organizations; and all other groups, organizations, agencies and individuals pertinent to the purposes states herein;
  - g) To implement a public/private partnership program for economic development in Baldwin County, Alabama; and
  - h) To recruit new economic development investment.
4. Notwithstanding any of the provisions of this AGREEMENT, it is understood and agreed that the CITY has no financial interest in the business of the ALLIANCE and shall not be liable for any debts or obligations incurred by the ALLIANCE, nor shall the CITY be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the ALLIANCE, or profits earned or derived by the ALLIANCE, nor shall the ALLIANCE at any time or times use the name or credit of the CITY in purchasing, or attempting to purchase equipment, supplies or other things whatsoever.

5. The ALLIANCE, in the performance of its duties, responsibilities and obligations hereunder, shall not be deemed to be an agent of the CITY but shall take all steps at its own expense, as the CITY may from time to time request, to indicate and assure that it is an independent contractor. The CITY does not, and will not assume any responsibility for the means or manner in which services by the ALLIANCE provided for herein are performed, but on the contrary, the ALLIANCE shall be wholly responsible therefore.
6. The ALLIANCE shall not transfer or assign this AGREEMENT or any of the rights or privileges granted herein without the prior written consent of the CITY, and the ALLIANCE shall comply strictly with all the laws of Baldwin County, Alabama, the State of Alabama, the United States of America and all the rules and regulations of all applicable agencies thereof.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals on the day and year first written above.

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Michael M. McMillan  
Mayor of the City of Spanish Fort

ATTEST:

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Rebecca A. Gaines  
City Clerk/Treasurer

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Lee Lawson,  
President and CEO  
Baldwin County Economic  
Development Alliance, Inc.



**RESOLUTION NO. 1354-2023**

**A RESOLUTION AUTHORIZING THE MAYOR TO CONTRACT WITH CARE HOUSE, INC., D/B/A THE BALDWIN COUNTY CHILD ADVOCACY CENTER, FOR SERVICES PROVIDED TO THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, the City and the Spanish Fort Police Department have provided for the safety, welfare and security of its citizens by utilizing the services of Care House, Inc., doing business as the Baldwin County Child Advocacy Center (“the Child Advocacy Center”), for investigation and interview services for children who are crime victims; and

**WHEREAS**, the Child Advocacy Center is willing to provide such services to the citizens of the City, the Spanish Fort Police Department and to those children who are crime victims; and

**WHEREAS**, it is in the best interest of the citizens of the City of Spanish Fort, Alabama, for the City to contract with the Child Advocacy Center for the valuable services it provides to the City of Spanish Fort, the Spanish Fort Police Department and crime victims in the City of Spanish Fort.

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

**SECTION 1.** In accordance with the Fiscal Year 2022-23 Budget adopted by the City Council, the Mayor is hereby authorized to execute a Contract for Services with Care House Inc., doing business as the Baldwin County Child Advocacy Center, for services provided to the City of Spanish Fort, the Spanish Fort Police Department and children who are crime victims in the City of Spanish Fort. A copy of the proposed Contract for Services is attached as Exhibit A, subject to any changes deemed necessary by the Mayor.

**SECTION 2.** Any Resolution heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Resolution is hereby repealed to the extent of such conflict.

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

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.

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

---

Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines  
City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

CONTRACT FOR SERVICES

This Contract for Services is executed by and between the City of Spanish Fort, Alabama, an Alabama municipal corporation (hereinafter referred to as "City"), and The Care House, Inc., d/b/a The Baldwin County Child Advocacy Center (hereinafter referred to as "The Child Advocacy Center"), on this the \_\_\_\_ day of \_\_\_\_\_, 2023, but effective as of October 1, 2022.

1. The term of the contract is for a period of one (1) year, beginning on the 1<sup>st</sup> day of October, 2022, and ending on the 30<sup>th</sup> day of September, 2023, for the sum of \$1,000.00.

2. The Child Advocacy Center agrees to provide services to the citizens of the City, the Spanish Fort Police Department and to those who are crime victims by providing assistance in investigations and providing interview services for children who are crime victims, among other services.

IN WITNESS WHEREOF, the parties to this Contract for Services, by and through their duly authorized representatives, have executed this Contract for Services on the days and dates set out below.

CITY OF SPANISH FORT, ALABAMA

By: \_\_\_\_\_  
MICHAEL M. MCMILLAN / Date  
Its: MAYOR

**ATTEST:**

By: \_\_\_\_\_  
REBECCA A. GAINES  
Its: CITY CLERK

STATE OF ALABAMA

COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that MICHAEL M. MCMILLAN, whose name as Mayor of The City of Spanish Fort, Alabama, an Alabama municipal corporation, and REBECCA A. GAINES, whose name as City Clerk, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

THE CARE HOUSE, INC., D/B/A THE  
BALDWIN COUNTY CHILD  
ADVOCACY CENTER

By: \_\_\_\_\_ / Date  
Its: \_\_\_\_\_

STATE OF ALABAMA

COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of THE CARE HOUSE, INC., D/B/A THE BALDWIN COUNTY CHILD ADVOCACY CENTER, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

**RESOLUTION NO. 1355-2023**

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

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

**SECTION 1.** The Pay Classification Guidelines adopted by the City Council of the City of Spanish Fort in accordance with Resolution No. 1297-2020 are hereby amended in their entirety by substituting the Administrative and Other Pay Scale which is attached hereto as Exhibit A and incorporated by reference as though set forth fully herein. The Fire Department and Police Pay Scales as established in Resolution No. 1297-2020 shall remain in full force and effect.

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

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

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

---

Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines  
City Clerk

# Exhibit A

Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M	Step N	Step O	Step P	Step Q	Step R	Step S	Step T
I	\$31,322.68	\$32,105.75	\$32,908.39	\$33,731.10	\$34,574.38	\$35,438.74	\$36,324.71	\$37,232.82	\$38,163.64	\$39,117.74	\$40,095.68	\$41,098.07	\$42,125.52	\$43,178.66	\$44,258.13	\$45,364.58	\$46,498.69	\$47,661.16	\$48,852.69	\$50,074.01
II	\$33,084.94	\$33,912.06	\$34,759.87	\$35,628.86	\$36,519.58	\$37,432.57	\$38,368.39	\$39,327.60	\$40,310.79	\$41,318.56	\$42,351.52	\$43,410.31	\$44,495.57	\$45,607.96	\$46,748.15	\$47,916.86	\$49,114.78	\$50,342.65	\$51,601.22	\$52,891.25
III	\$35,790.94	\$36,685.71	\$37,602.86	\$38,542.93	\$39,506.50	\$40,494.16	\$41,506.52	\$42,544.18	\$43,607.79	\$44,697.98	\$45,815.43	\$46,960.81	\$48,134.84	\$49,338.21	\$50,571.66	\$51,835.95	\$53,131.85	\$54,460.15	\$55,821.65	\$57,217.19
IV	\$38,066.92	\$39,018.59	\$39,994.06	\$40,993.91	\$42,018.76	\$43,069.23	\$44,145.96	\$45,249.61	\$46,380.85	\$47,540.37	\$48,728.88	\$49,947.10	\$51,195.78	\$52,475.67	\$53,787.56	\$55,132.25	\$56,510.56	\$57,923.32	\$59,371.40	\$60,855.69
V	\$39,204.91	\$40,185.03	\$41,189.66	\$42,219.40	\$43,274.89	\$44,356.76	\$45,465.68	\$46,602.32	\$47,767.38	\$48,961.56	\$50,185.60	\$51,440.24	\$52,726.25	\$54,044.40	\$55,395.51	\$56,780.40	\$58,199.91	\$59,654.91	\$61,146.28	\$62,674.94
VI	\$39,628.87	\$40,619.59	\$41,635.08	\$42,675.96	\$43,742.86	\$44,836.43	\$45,957.34	\$47,106.27	\$48,283.93	\$49,491.03	\$50,728.30	\$51,996.51	\$53,296.42	\$54,628.83	\$55,994.56	\$57,394.42	\$58,829.28	\$60,300.01	\$61,807.51	\$63,352.70
VII	\$41,458.58	\$42,495.04	\$43,557.42	\$44,646.36	\$45,762.52	\$46,906.58	\$48,079.24	\$49,281.22	\$50,513.25	\$51,776.09	\$53,070.49	\$54,397.25	\$55,757.18	\$57,151.11	\$58,579.89	\$60,044.39	\$61,545.50	\$63,084.13	\$64,661.24	\$66,277.77
VIII	\$44,850.54	\$45,971.80	\$47,121.10	\$48,299.13	\$49,506.60	\$50,744.27	\$52,012.88	\$53,313.20	\$54,646.03	\$56,012.18	\$57,412.48	\$58,847.80	\$60,318.99	\$61,826.96	\$63,372.64	\$64,956.95	\$66,580.88	\$68,245.40	\$69,951.54	\$71,700.32
IX	\$47,617.12	\$48,807.55	\$50,027.74	\$51,278.43	\$52,560.39	\$53,874.40	\$55,221.26	\$56,601.79	\$58,016.84	\$59,467.26	\$60,953.94	\$62,477.79	\$64,039.73	\$65,640.73	\$67,281.74	\$68,963.79	\$70,687.88	\$72,455.08	\$74,266.46	\$76,123.12
X	\$49,982.36	\$51,231.92	\$52,512.72	\$53,825.53	\$55,171.17	\$56,550.45	\$57,964.21	\$59,413.32	\$60,898.65	\$62,421.12	\$63,981.65	\$65,581.19	\$67,220.72	\$68,901.24	\$70,623.77	\$72,389.36	\$74,199.09	\$76,054.07	\$77,955.42	\$79,904.31
XI	\$50,607.14	\$51,872.32	\$53,169.13	\$54,498.35	\$55,860.81	\$57,257.33	\$58,688.77	\$60,155.99	\$61,659.89	\$63,201.38	\$64,781.42	\$66,400.95	\$68,060.98	\$69,762.50	\$71,506.56	\$73,294.23	\$75,126.58	\$77,004.75	\$78,929.87	\$80,903.11
XII	\$59,443.31	\$60,929.39	\$62,452.63	\$64,013.94	\$65,614.29	\$67,254.65	\$68,936.02	\$70,659.42	\$72,425.90	\$74,236.55	\$76,092.46	\$77,994.77	\$79,944.64	\$81,943.26	\$83,991.84	\$86,091.64	\$88,243.93	\$90,450.03	\$92,711.28	\$95,029.06
XIII	\$63,705.19	\$65,297.82	\$66,930.27	\$68,603.52	\$70,318.61	\$72,076.58	\$73,878.49	\$75,725.45	\$77,618.59	\$79,559.05	\$81,548.03	\$83,586.73	\$85,676.40	\$87,818.31	\$90,013.77	\$92,264.11	\$94,570.71	\$96,934.98	\$99,358.35	\$101,842.31

**HOURLY RATE**

**ANNUAL RATE**

<b>JOB TITLE</b>	<b>GRADE</b>	<b>BEGINNING RATE</b>	<b>MAXIMUM RATE</b>	<b>BEGINNING ANNUAL</b>	<b>MAXIMUM ANNUAL</b>
Secretary	I	\$15.06	\$24.07	\$31,322.68	\$50,074.01
Grounds Road Mtce/Custodian/Librarian Asst/Magistrate	II	\$15.91	\$25.43	\$33,084.94	\$52,891.25
	III				
Senior Center Activity Director	IV	\$18.30	\$29.26	\$38,066.92	\$60,855.69
Court Clerk//Permit Clerk	V	\$18.85	\$30.13	\$39,204.91	\$62,674.94
	VI	\$19.05	\$30.46	\$39,628.87	\$63,352.70
	VII	\$19.93	\$31.86	\$41,458.58	\$66,277.77
Administrative Assistant	VIII	\$21.56	\$34.47	\$44,850.54	\$71,700.32
	IX	\$22.89	\$36.60	\$47,617.12	\$76,123.12
Planner & Zoning Official/Environmentalist/Revenue Officer/Building Inspector & Code Enforcement Officer	X	\$24.03	\$38.42	\$49,982.36	\$79,904.31
Librarian/Public Works and Parks and Recreation Director	XI	\$24.33	\$38.90	\$50,607.14	\$80,903.11
	XII	\$28.58	\$45.69	\$59,443.31	\$95,029.06
City Clerk	XIII	\$30.63	\$48.96	\$63,705.19	\$101,842.31

**RESOLUTION NO. 1356-2023**

**A RESOLUTION APPOINTING AND SETTING THE TERMS OF OFFICE FOR THE BOARD OF DIRECTORS FOR THE SPANISH FORT REDEVELOPMENT AUTHORITY FOR THE CITY OF SPANISH FORT, ALABAMA**

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

**SECTION 1.** The following individuals are hereby appointed to the Board of Directors for the Spanish Fort Redevelopment Authority for the terms of office set forth below:

<b>Director</b>	<b>Term of Office</b>
a. Robert Keith Vaughan	01/16/19-01/15/2024
b. Mandy Green	01/16/21-01/15/2027
c. Kevin Diamond	01/16/21-01/15/2027
d. Janice Moore	01/16/23-01/15/2029
e. Richard Ullo	01/16/23-01/15/2029

**SECTION 2.** All appointments made by this Resolution are subject to the terms and conditions contained in Ala. Code § 11-54A-7, et. seq., (1975), as the same may be amended.

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

***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. 1357-2023**

**A RESOLUTION AUTHORIZING AND RATIFYING AN AGREEMENT FOR THE  
COOPERATIVE MAINTENANCE OF  
PUBLIC RIGHT-OF-WAY**

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

**SECTION 1.** The City Council hereby authorizes and ratifies an Agreement between the City of Spanish Fort, acting by and through its Mayor, and the Alabama Department of Transportation, acting by and through its Transportation Director for maintaining U.S. Highway 31 medians from the intersection of School Road/Westminster Drive and U.S. Highway 31 to the intersection of Stagecoach Road and U.S. Highway 31. A copy of the agreement is attached hereto as Exhibit 1, subject to any changes approved by the Mayor.

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

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

---

Michael M. McMillan  
Mayor

ATTEST:

---

Rebecca A. Gaines  
City Clerk

ALABAMA DEPARTMENT OF TRANSPORTATION  
AGREEMENT FOR THE COOPERATIVE MAINTENANCE  
OF PUBLIC RIGHT OF WAY

County Baldwin

Route Number Highway 31

Milepost 1.52

Resolution Number \_\_\_\_\_

Associated Permits and/or Documents MB-02, MB-05, BM-174

<p><i>FOR OFFICIAL USE ONLY</i></p> <p>DATE RECEIVED FROM APPLICANT: ___/___/___</p> <p>PERMIT NUMBER: _____</p>
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THIS AGREEMENT, entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and City of Spanish Fort, Alabama, in an effort to provide maintenance within the city limits of Spanish Fort, Alabama along Route J.S. Highw, the City of Spanish Fort, Alabama agrees to maintain U.S. Highway 31 medians from School Road/Westminster Drive to the intersection of Stagecoach Road and U.S. Highway 31

\_\_\_\_\_ in the ALDOT right-of-way from milepost 1.52 to 1.81. All maintenance shall conform to standards and specifications of ALDOT and the ALDOT approved version of the national Manual on Uniform Traffic Control Devices. Any future proposed work not described in this agreement or any associated agreements shall be requested by permit and is subject to approval by ALDOT. It is furthermore understood by the parties that the map attached hereto describes the current situation. The parties understand that this agreement and the plans attached hereto may be amended by the mutual agreement of the parties.

In accepting the above, ALDOT and APPLICANT agree to do the following:

1. Adequate sight distances must be maintained for maximum public safety; otherwise ALDOT reserves the right to remedy this situation in the most expedient manner.
2. ALDOT is not responsible for the safety of the individual involved or taking part in this work during maintenance operations.
3. If ALDOT construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of ALDOT to establish a stand of vegetative cover if deemed necessary by ALDOT and then the APPLICANT'S responsibility to maintain the vegetative cover as stipulated herein. In the event of major construction in the subject area, this Agreement shall be voided at a time designated by ALDOT.

4. Any proposed work, whether being performed or accomplished, that is described within or with any associated proposal is subject to the inspection and approval of ALDOT. Should the APPLICANT fail to conform to the provisions of the Agreement, such failure shall be grounds for termination and shall be cause for ALDOT to assume the maintenance at the APPLICANT's expense and/or remove the work and restore the right-of-way to ALDOT's discretion at the expense of the APPLICANT. The APPLICANT agrees to pay ALDOT all such costs as a result. ALDOT shall provide thirty (30) days notice, in writing, or any termination.

5. A copy of this Agreement must be kept by all parties that sign the Agreement. The State of Alabama does not grant APPLICANT any right, title, or claim on any highway right-of-way.

6. The APPLICANT agrees to store no equipment, materials, or debris of any kind on the shoulders of pavement and in the case of multi-lane highways, in the median strips. The pavement will be kept free from waste and equipment.

7. This Agreement is executed with the understanding that it is not valid until the APPLICANT has complied with all existing ordinances, laws and zoning boards that have jurisdiction in the county, city, or municipality.

8. The APPLICANT may perform any herbicide treatments necessary to maintain the appearance of the roadside with written permission from ALDOT. This includes but is not limited to concrete islands, median barriers, curbs, and other structures. Herbicide treatments shall conform to the guidelines found in the current edition of *Chapter IV: ALDOT Herbicide Treatment Recommendations*. Treatments shall be applied by an individual in possession of a current Commercial Applicator Permit (ROW category) issued by the Alabama Department of Agriculture & Industries. Daily application reports shall be made available for review by ALDOT upon request.

9. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.



If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

If the applicant is a state governmental agency or institution then:

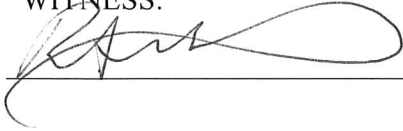
The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term of its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

10. The APPLICANT agrees to provide pruning and/or trimming of plants in any existing or newly landscaped areas.

11. No new installation or removal of plantings is allowed on the right-of-way under this agreement.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the 31st day of March, 2023.

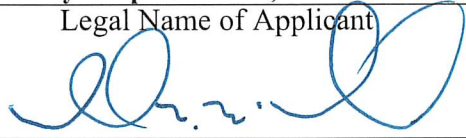
WITNESS:

  
\_\_\_\_\_

**City of Spanish Fort, Alabama**

Legal Name of Applicant

By:



Authorized Signature and Title for Applicant

**Michael M. McMillan**

Typed or Printed Name of Signee

**7361 Spanish Fort Blvd.**

Address Line 1

**Spanish Fort, Alabama 36527**

Address Line 2

**251-626-4884**

Telephone Number

**FOR OFFICIAL USE ONLY**

**RECOMMENDED FOR APPROVAL:**

DISTRICT: \_\_\_\_\_  
Printed Name Signature Date

AREA: \_\_\_\_\_  
Printed Name Signature Date

REGION: \_\_\_\_\_  
Printed Name Signature Date

**APPROVED:  
ALABAMA DEPARTMENT OF TRANSPORTATION  
ACTING BY AND THROUGH ITS TRANSPORTATION  
DIRECTOR**

- (PLEASE CHECK APPROPRIATE BOX)  
 CENTRAL OFFICE  
 REGION  
 AREA  
 DISTRICT

By: \_\_\_\_\_  
Printed Name Signature Date

**RESOLUTION NO. 1358-2023**

**A RESOLUTION OF SUPPORT FOR A MEGA GRANT APPLICATION TO ASSIST IN FUNDING THE I-10 MOBILE RIVER BRIDGE AND BAYWAY PROJECT**

**WHEREAS**, Interstate 10 is a major East-West corridor for commercial and personal vehicles and is only interstate highway that connects the East Coast, West Coast, and Gulf Coast of the United States; and

**WHEREAS**, the portion of Interstate 10 connecting Mobile and Baldwin Counties was initially built for 30,000 vehicles per day, but now services more than 100,000 vehicles on peak days, with traffic volumes growing steadily and continuously; and

**WHEREAS**, Mobile and Baldwin Counties are home to significant industry, whose workforce and suppliers rely on Interstate 10 to safely move people and goods across Mobile Bay; and

**WHEREAS**, the Port of Mobile, the Mobile International Airport, and numerous multimodal hubs all are located on Mobile Bay and frequently utilize Interstate 10 helping to stimulate and drive the economy of Mobile and Baldwin Counties, the State of Alabama, and the entire Gulf Coast region; and

**WHEREAS**, traffic and congestion on Interstate 10 will continue to increase, with negative effects on public safety, commerce, and mobility in the region, if no action is taken; and

**WHEREAS**, the City of Spanish Fort agrees on the need for a new bridge over the Mobile River and Mobile Bay and a framework to achieve this goal; and

**WHEREAS**, the City of Spanish Fort recognizes that President Biden and Congress conceived and enacted the Infrastructure Investment and Jobs Act (IIJA), which includes a new discretionary grant program designed to address infrastructure challenges of this type and magnitude; and

**WHEREAS**, the U.S. Department of Transportation is committed to improving our nation's infrastructure through the Mega Grant program; and

**WHEREAS**, this program can be a key funding component to address this crucial infrastructure need of local, regional, and national importance; now

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

**SECTION 1.** The City of Spanish Fort supports the Alabama Department of Transportation's application for the Mega Grant and any other sources of federal funding that may become available.

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

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

\_\_\_\_\_  
Michael M. McMillan  
Mayor

ATTEST:

\_\_\_\_\_  
Rebecca A. Gaines  
City Clerk