

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

Regular Meeting
November 6, 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 October 16, 2023
Regular Meeting October 16, 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. It is important the Congressman and his staff receive your feedback.

The City of Spanish Fort and the Spanish Fort Public Library will be closed on Friday, November 10, 2023, to commemorate the Veteran's Day holiday. The Spanish Fort Public Library will also be closed on Saturday, November 11, 2023.

The City of Spanish Fort and the Spanish Fort Public Library will be closed on Thursday, November 23, 2023, and Friday, November 24, 2023, to celebrate the Thanksgiving Holiday. The Spanish Fort Public Library will also be closed on Saturday, November 25, 2023.

WastePro will not pick up on Thanksgiving Day, November 23, 2023. Customers scheduled for pickup that day will instead have their residential trash picked up on Friday, November 24, 2023. Customers scheduled for pickup on Friday, November 24, 2023, will have their trash picked up on Saturday, November 25, 2023.

Join us for our Christmas in the Fort events for 2022! We have several events scheduled. On Sunday, December 3, 2023, at 6:00 p.m., the annual Christmas Tree Lighting will be held at the Spanish Fort Community Center, 7361 Spanish Fort Blvd. There will be music from the Spanish Fort High School Choir, a fun Christmas movie and lots of fun!

On Saturday, December 9, 2023, at 6:00 p.m., come celebrate with the annual City of Spanish Fort Spirit of Christmas Parade held at the Eastern Shore Centre. The parade route will begin at Dillard's. There will be lots of floats and Santa too!

Please join us for the City of Spanish Fort's annual reading of "**THE NIGHT BEFORE CHRISTMAS**" by Clement Clarke Moore, Thursday, December 14, 2023, at 6:00 p.m., Spanish Fort Community Center, 7361 Spanish Fort Boulevard, Spanish Fort, Alabama. Parents are encouraged to bring their children in their pajamas and their favorite blanket.

- IX. OLD BUSINESS
- X. NEW BUSINESS

Public Hearing on Ordinance No. 647-2023 as follows:

Ordinance No. 647-2023-----An Ordinance Amending Ordinance No. 51-96 of the
City of Spanish Fort, Alabama

Public Hearing on Ordinance No. 648-2023 as follows:

Ordinance No. 648-2023-----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort Changing the Zoning Classification of Certain Property Described as Lot 9 of Woodside Business Park, Spanish Fort, Alabama, from R-1 to B-3

Ordinance No. 650-2023-----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort, Alabama

Ordinance No. 651-2023-----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort, Alabama

Resolution No. 1375-2023----A Resolution Awarding a Bid for the 2023 Rebuild Alabama Grant Repaving Project

Resolution No. 1376-2023----A Resolution Authorizing the Mayor to Execute a Proposal between the City of Spanish Fort and Inception Lighting

Resolution No. 1378-2023----A Resolution Authorizing the Mayor to Execute an Agreement between the City of Spanish Fort and Sawgrass Consulting, LLC

Resolution No. 1378-2023----A Resolution Authorizing the Mayor to Execute an Agreement between the City of Spanish Fort and Sawgrass Consulting, LLC

XI. ADJOURN TO NEXT MEETING
Work Session and Regular Meeting, November 20, 2023

Spanish Fort City Council

Minutes, Work Session, Monday, October 16, 2023

The City Council of the City of Spanish Fort, Alabama, met Monday, October 16, 2023, at 4:02 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.

There being no further business before the Council, the work session adjourned at 5:18 p.m.

Approved this _____ day of November, 2023.

Rebecca A. Gaines
City Clerk

**Spanish Fort City Council
Minutes, Regular Meeting, October 16, 2023**

CALL TO ORDER

The City Council of the City of Spanish Fort, Alabama, met Monday, October 16, 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 Curt Smith led the Invocation and Pledge of Allegiance.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

The minutes of the Meeting and Work Session of October 2, 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

Fire Chief Roger Few announced that the Fire Department Open House will be held on Saturday, October 21, 2023. The event will have activities for children, and lunch will be provided for attendees.

Police Chief John Barber announced that the Police Department would be holding its 2023 Civilian Firearms Safety Class on Saturday, October 21, 2023. Spots are still available. For information, contact Corporal Stephen McGuff at the Spanish Fort Police Department, 251-625-4914.

PUBLIC PARTICIPATION

There was none.

ANNOUNCEMENTS

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

The City of Spanish Fort and the Spanish Fort Public Library will be closed on Friday, November 10, 2023, to commemorate the Veteran's Day holiday. The Spanish Fort Public Library will also be closed on November 11, 2023.

The fall Tidy the City event will be held November 2 through 5, 2023, at Spirit Park, located on Emily Francis Lane directly across from the Spanish Fort Community Center. This event provides an opportunity for Spanish Fort residents to "Tidy the City" by cleaning out accumulated items and clutter from around the house. Two dumpsters will be placed in the gravel parking area at Spirit Park for the collection of unwanted items. Items must be placed inside the dumpsters and not in the surrounding area. Certain items are not accepted for collection, including household garbage, tires, electronic items and hazardous chemicals. We will have an electronics recycling date at a later date.

OLD BUSINESS

There was none.

NEW BUSINESS

Proclamation of the Month of October 2023, as Dysautonomia Awareness Month in the City of Spanish Fort

Mayor McMillan issued a proclamation proclaiming the month of October, 2023, as Dysautonomia Awareness Month in the City of Spanish Fort. David Conner read the proclamation.

Ordinance No. 645-2023

Mayor McMillan introduced 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. David Conner explained the proposed resolution. Discussion followed.

A motion was made by Councilmember Brabner and seconded by Councilmember Gustafson to adopt Ordinance No. 645-2023. 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. 647-2023

Mayor McMillan introduced Ordinance No. 647-2023, an ordinance amending Ordinance No. 51-96 of the City of Spanish Fort, Alabama. Mayor McMillan explained the proposed ordinance. Discussion followed. Mayor McMillan announced that a public hearing will be held at the Monday, November 6, 2023, meeting to hear comments from those in favor of or in opposition to the ordinance.

Ordinance No. 648-2023

Mayor McMillan introduced Ordinance No. 648-2023, an ordinance amending Ordinance No. 51-96 of the City of Spanish Fort Changing the Zoning Classification of Certain Property Described as Lot 9 of Woodside Business Park, Spanish Fort, Alabama, from R-1 to B-3. Mayor McMillan explained the proposed ordinance. Discussion followed. Mayor McMillan announced that a public hearing will be held at the Monday, November 6, 2023, meeting to hear comments from those in favor of or in opposition to the ordinance.

Ordinance No. 649-2023

Mayor McMillan introduced Ordinance No. 649-2023, an ordinance adopting an Equal Employment Opportunity Plan and Utilization Report for the City of Spanish Fort. Mayor McMillan explained the proposed ordinance. Discussion followed.

A motion was made by Councilmember J. R. Smith and seconded by Councilmember Curt Smith to adopt Ordinance No. 649-2023. 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. 1374-2023

Mayor McMillan presented Resolution No. 1374-2023, a resolution authorizing the Mayor to execute a proposal with Sunset Contracting, Inc., for asphalt repairs at Spirit Park and Wimbrecht Way. 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. 1374-2023. 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. 1375-2023

Mayor McMillan introduced Resolution No. 1375-2023, a resolution awarding a bid for the 2023 Rebuild Alabama Grant Repaving Project. David Conner explained the proposed Resolution. Discussion followed.

Councilmember J. R. Smith made a motion to adopt Resolution No. 1375-2023. Discussion followed. Councilmember J.R. Smith rescinded his motion to adopt.

Resolution No. 1376-2023

Mayor McMillan introduced Resolution No. 1376-2023, a resolution authorizing the Mayor to execute a proposal between the City of Spanish Fort and Inception Lighting. David Conner explained the proposed Resolution. Discussion followed.

Resolution No. 1377-2023

Mayor McMillan introduced Resolution No. 1377-2023, a resolution authorizing the Mayor and/or Chief of Police of the City of Spanish Fort, Alabama, to Make Application for the Edward Byrne Memorial Justice Assistance Grant, Administered by the Department of Economic and Community Affairs Law Enforcement and Traffic Division. David Conner explained the proposed Resolution. Discussion followed.

A motion was made by Councilmember Curt Smith and seconded by Councilmember J. R. Smith to suspend the rules for immediate consideration of Resolution No. 1477-2023. 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 rules were suspended to allow for immediate consideration of Resolution No. 1377-2023.

A motion was made by Councilmember Perry and seconded by Councilmember Gustafson to adopt Resolution No. 1377-2023. 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 6:20 p.m.

Approved this ____ day of October, 2023.

Rebecca A. Gaines
City Clerk.

ORDINANCE NO. 647-2023

**AN ORDINANCE AMENDING ORDINANCE NO. 51-96
OF THE CITY OF SPANISH FORT, ALABAMA**

WHEREAS, it has been determined that the Table of Permitted Uses of the Zoning Ordinance should be amended in order to add uses related to party/event rentals and supplies in the B-3, General Business District, and the B-4, Major Business District; and

WHEREAS, the Planning Commission of the City of Spanish Fort held a public hearing on October 9, 2023, and the City Council of the City of Spanish Fort held a meeting on November 6, 2023, for the purpose of receiving public comments on proposed amendments to Ordinance No. 51-96, as amended, the Zoning Ordinance of the City of Spanish Fort; and

WHEREAS, the City Council has determined that said Zoning Ordinance should be amended.

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

SECTION 1. Section 6.4, Table of Permitted Uses and Conditions, of Ordinance No. 51-96, as amended, is hereby amended by adding the provisions contained in the attached Exhibit A which is incorporated herein by reference.

SECTION 2. 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 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, CMC
City Clerk

EXHIBIT 'A'
6.4 - TABLE OF PERMITTED USES AND CONDITIONS

	R-1	R-2	R-3A	R-3B	R-3C	R-3D	R-4	B-1	B-2	B-3	B-4	B-5	M-1	T-1	C-1
Party/event rentals and supplies.										R	R				

R = BY RIGHT; P = PLANNING COMMISSION APPROVAL; S = SPECIAL EXCEPTION; PC = PLANNING COMMISSION + CITY COUNCIL APPROVAL

ORDINANCE NO. 648-2023

AN ORDINANCE AMENDING ORDINANCE NO. 51-96 OF THE CITY OF SPANISH FORT CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY DESCRIBED AS LOT 9 OF WOODSIDE BUSINESS PARK, SPANISH FORT, ALABAMA, FROM R-1 TO B-3

WHEREAS, the owner of the property made the subject of this change in zoning classification has requested that the zoning classification on the property be changed from R-1 to B-3; and

WHEREAS, the Planning Commission of the City of Spanish Fort, Alabama, held a meeting on Monday, October 9, 2023, and the City Council of the City of Spanish Fort held a meeting on November 6, 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 Lot 9, Woodside Business Park, bearing tax parcel number 05-33-04-18-0-000-004.009, and being more particularly described in Exhibit 1 which is attached hereto and made a part of this Ordinance as though set forth fully herein, from R-1, Single Family Low Density Residential District, to B-3, General Business District. A map of the surrounding area is attached as Exhibit 2.

SECTION 2. Change in Zoning Map.

The official zoning map for the City of Spanish Fort is hereby amended, changed or altered to reflect the change in zoning classification from R-1, Single Family Low Density Residential District, to B-3, General Business District, on the above referenced property.

SECTION 3. Repealer Clause.

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

SECTION 4. Severability Clause.

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

SECTION 5. Effective Date.

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

ADOPTED and APPROVED this ____ day of _____, 2023.

Michael M. McMillan
Mayor

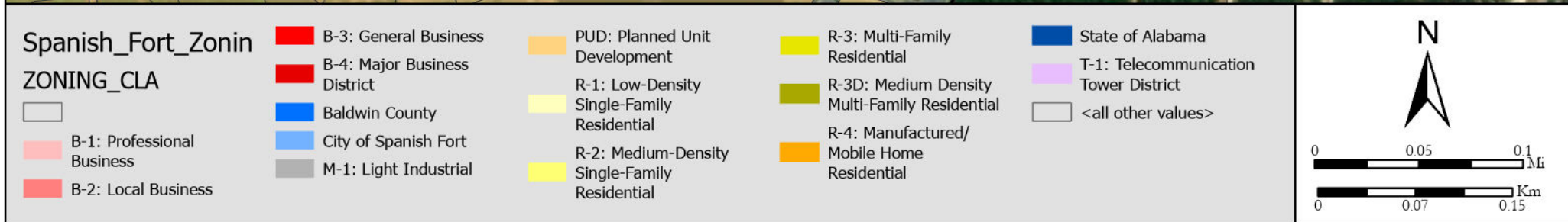
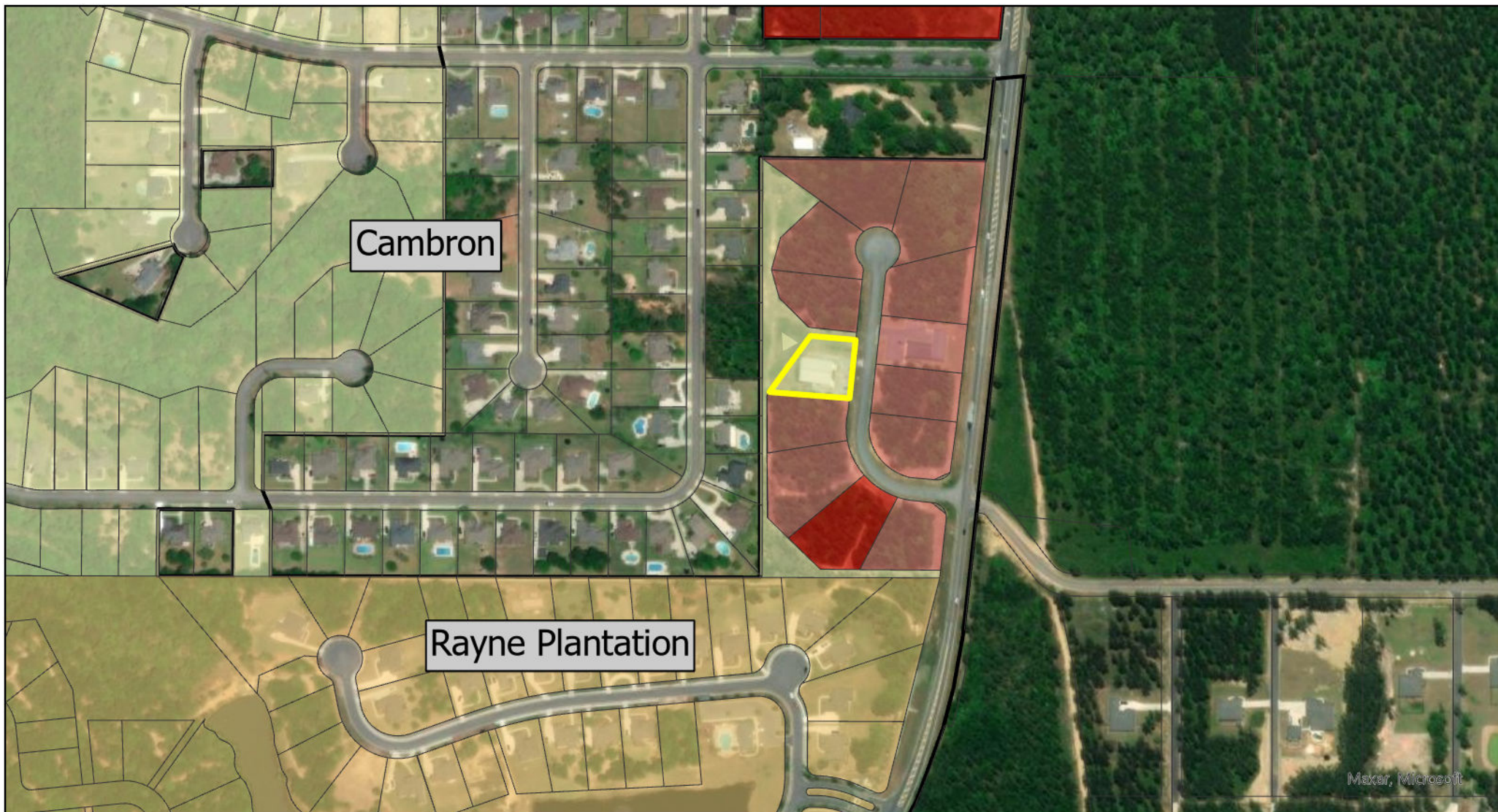
ATTEST:

Rebecca A. Gaines, CMC
City Clerk

EXHIBIT "1" TO ORDINANCE NO. 643-2023

LEGAL DESCRIPTION:

LOT 9, WOODSIDE BUSINESS PARK, ACCORDING TO THE PLAT THEREOF RECORDED ON SLIDE 2421-F IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA



ORDINANCE NO. 650-2023

**AN ORDINANCE AMENDING ORDINANCE NO. 51-96
OF THE CITY OF SPANISH FORT, ALABAMA**

WHEREAS, it has been determined that the Zoning Ordinance should be amended in order to add regulations related tattoo facilities; and

WHEREAS, the Planning Commission of the City of Spanish Fort held a public hearing on October 30, 2023, and the City Council of the City of Spanish Fort held a meeting on November 20, 2023, for the purpose of receiving public comments on proposed amendments to Ordinance No. 51-96, as amended, the Zoning Ordinance of the City of Spanish Fort; and

WHEREAS, the City Council has determined that said Zoning Ordinance should be amended.

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

SECTION 1. Ordinance No. 51-96, as amended, is hereby amended by adding Section 7.10 TATTOO FACILITIES which reads as follows:

7.10 TATTOO FACILITIES:

7.101 Tattoo Facility. A use as permitted in the Table of Permitted Uses and the Special Provisions Section of this Ordinance. The geographic location at which an individual does one or more of the following for compensation: (1) places an indelible mark upon the body of another individual by the insertion of a pigment in or under the skin; (2) places an indelible design upon the body of another individual by production of scars; and/or (3) the perforation of human tissue other than the ear for a nonmedical purpose.

7.102 A tattoo facility shall comply with all applicable state and local laws, rules, guidelines and regulations, as the same may be amended.

7.103 Location Restrictions for Tattoo Facilities.

a. Tattoo facilities are prohibited within five hundred (500) feet of the following:

- (1). a public or private elementary or secondary school;
- (2). a family day care, day care center for children, nursery, or preschool;
- (3). a church or other facility or institution used primarily for religious purposes not located in a commercial building or facility;
- (4). a public park or trail system; or
- (5). another tattoo facility.

b. Tattoo facilities are prohibited within two hundred and fifty (250) feet of a residential zone or any single family or multiple-family residential use.

c. Tattoo facilities shall only be permitted in business zones as set forth in the Table of Permitted Uses.

d. No more than two tattoo facilities shall be permitted within one unified development or shopping center.

e. For purposes of this Section 7.103 only, distances shall be measured by following a straight line, without regard to intervening buildings or uses, from the building walls, or proposed walls, of the tattoo facility to the nearest point of the property parcel or land use district or zone from which the land use is to be separated.

7.104 Operation Restrictions for Tattoo Facilities.

a. Hours of Operation. No tattoo facilities shall be open to do business

before eight o'clock a.m. (8:00 a.m.), and no tattoo facilities shall be open to do business after ten o'clock (10:00 p.m.).

b. Alcoholic Beverages. A tattoo facility shall not deal in, sell or allow the use or consumption of alcoholic beverages on the premises.

c. Tobacco and Vaping Products. A tattoo facility shall not deal in or sell tobacco or vaping products on the premises.

d. Each procedure area work station must have a least thirty-five (35) square feet of open space and must be separated from other work stations. Provisions for client privacy, screened from public view, must be available.

e. Only one tattoo facility employee, one customer or client and one guest of the customer or client will be allowed in a work station at a time for a total of three persons. If the customer or client will be nude, either partially or fully, screening from public view is required, and no additional parties, except as set forth herein, shall be allowed in the screened area.

f. Nothing in Section 7.10 is intended to authorize, legalize or permit the establishment, operation or maintenance of any business, building or use which violates any state or local laws, rules, guidelines or regulations.

SECTION 2. Section 6.4, Table of Permitted Uses and Conditions, of Ordinance No. 51-96, as amended, is hereby amended by adding the provisions contained in the attached Exhibit A which is incorporated herein by reference.

SECTION 3. 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. 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 5. 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, CMC
City Clerk

EXHIBIT 'A'
6.4 - TABLE OF PERMITTED USES AND CONDITIONS

	R-1	R-2	R-3A	R-3B	R-3C	R-3D	R-4	B-1	B-2	B-3	B-4	B-5	M-1	T-1	C-1
Tattoo facility, shall be in compliance with special provisions Section 7.10										R	R				

R = BY RIGHT; P = PLANNING COMMISSION APPROVAL; S = SPECIAL EXCEPTION; PC = PLANNING COMMISSION + CITY COUNCIL APPROVAL

ORDINANCE NO. 651-2023

**AN ORDINANCE AMENDING ORDINANCE NO. 51-96
OF THE CITY OF SPANISH FORT, ALABAMA**

WHEREAS, it has been determined that the Zoning Ordinance should be amended in order to include additional requirements related to restaurants or businesses with drive-thru facilities; and

WHEREAS, the Planning Commission of the City of Spanish Fort held a public hearing on October 30, 2023, and the City Council of the City of Spanish Fort held a meeting on November 20, 2023, for the purpose of receiving public comments on proposed amendments to Ordinance No. 51-96, as amended, the Zoning Ordinance of the City of Spanish Fort; and

WHEREAS, the City Council has determined that said Zoning Ordinance should be amended.

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

SECTION 1. Ordinance No. 51-96, as amended, is hereby amended by adding Section 7.9 DRIVE-THRU FACILITIES which reads as follows:

7.9 DRIVE-THRU BUSINESSES:

7.91. Applicability. This Section applies to any business with a drive-thru lane(s), such as restaurants, banks, pharmacies, dry cleaners, etc., where specifically allowed by the Zoning Ordinance and/or the Table of Permitted Uses and Conditions.

7.92. Vehicle Stacking Area.

- a. A queuing space is defined as a minimum of nine (9) feet wide by nineteen (19) feet long.
- b. All drive-thru lanes shall conform to AASHTO standards but shall in no case be less than nine (9) feet in width.
- c. Each drive-thru lane shall provide at least three (3) queuing spaces from the right-of-way to the order station if both an order station and service window are provided in separate locations.
- d. Each drive-thru lane shall provide at least three (3) queuing spaces from the right-of-way to the service window if a separate order station is not provided.
- e. Upon leaving the service window, there shall be at least one (1) queuing space between the service window and the right-of-way.
- d. Each drive-thru lane shall be striped, marked and otherwise appropriately delineated in accordance with the “Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways” or as approved by the City Engineer.
- e. Each drive-thru lane must be designed around the back of the building to allow for sufficient vehicle stacking and to avoid negative impacts on the rights-of-way, unless otherwise approved by the Planning Commission.
- f. Circulation design alternatives, such as multiple queuing lanes, shall be approved by the City Engineer.

7.93 Screening.

Where a drive-thru business adjoins residentially zoned property or a residentially used building site, a six (6)-foot high privacy fence shall be constructed and maintained on interior property lines. The privacy fence shall be composed of wood, brick, masonry, or other material that matches the principal building’s siding materials.

7.94 In Shopping Centers.

Drive-thru businesses integrated in a shopping center or cluster of commercial facilities shall use the common access with other business establishments in that center and common circulation routes within the center, unless an alternative circulation plan is approved by the City Engineer.

7.95 Menu board.

One (1) drive-thru menu/order board per drive-thru lane may be allowed, subject to the terms and conditions of the Sign Ordinance. Said menu/order board must be located a minimum of twenty-five (25) feet from any residential property line, and must conform to the following standards and the City's noise ordinance, whichever is more restrictive, for maximum volume (documentation from manufacturer required with permit application for menu board sign).

Table 7.9.1

Distance from the Speaker (Feet) SPL	Menu Board Speaker Volume (dBA)
1 foot	84 dBA
2 feet	78 dBA
4 feet	72 dBA
8 feet	66 dBA
16 feet	60 dBA
32 feet	54 dBA

SECTION 2. Section 6.4, Table of Permitted Uses and Conditions, of Ordinance No. 51-96, as amended, is hereby amended by adding the provisions contained in the attached Exhibit A which is incorporated herein by reference.

SECTION 3. Section 6.4, Table of Permitted Uses and Conditions, of Ordinance 51-96, as amended, "Bank or Credit Union, including drive-in" is hereby amended to read in its entirety as set forth in the attached Exhibit B which is incorporated by reference.

SECTION 4. 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 5. 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 6. 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, CMC
City Clerk

EXHIBIT 'A'
6.4 - TABLE OF PERMITTED USES AND CONDITIONS

	R-1	R-2	R-3A	R-3B	R-3C	R-3D	R-4	B-1	B-2	B-3	B-4	B-5	M-1	T-1	C-1
Cafe, grill, lunch counter, delicatessen with drive-thru, but not including night club, bar, tavern and drive-in, shall be in compliance with special provisions Section 7.9										R	R				
Restaurant with drive-thru, shall be in compliance with special provisions Section 7.9										R	R				

R = BY RIGHT; P = PLANNING COMMISSION APPROVAL; S = SPECIAL EXCEPTION; PC = PLANNING COMMISSION + CITY COUNCIL APPROVAL

EXHIBIT 'B'
6.4 - TABLE OF PERMITTED USES AND CONDITIONS

	R-1	R-2	R-3A	R-3B	R-3C	R-3D	R-4	B-1	B-2	B-3	B-4	B-5	M-1	T-1	C-1
Bank or Credit Union, including drive-thru, shall be in compliance with special provisions Section 7.9								R	R	R	R				R

R = BY RIGHT; P = PLANNING COMMISSION APPROVAL; S = SPECIAL EXCEPTION; PC = PLANNING COMMISSION + CITY COUNCIL APPROVAL

RESOLUTION NO. 1375-2023

**A RESOLUTION AWARDING A BID FOR THE 2023 REBUILD ALABAMA GRANT
REPAVING PROJECT**

WHEREAS, the Mayor and City Council find that the lowest responsible bid submitted for the 2023 Rebuild Alabama Grant project for the purpose of repaving of portions of General Canby Drive, Southern Way and Signal Hill Road in the City of Spanish Fort was submitted by John G. Walton Construction Co., Inc.; and

WHEREAS, the City Council desires to award the bid for the 2023 Rebuild Alabama Grant project to John G. Walton Construction Co., Inc., as per its bid received on October 5, 2023.

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

SECTION 1. The Mayor is hereby authorized to pay the sum of \$282,547.17 to John G. Walton Construction Co., Inc., for the 2023 Rebuild Alabama Grant project for the purpose of repaving of portions of General Canby Drive, Southern Way and Signal Hill Road in the City of Spanish Fort as per the bid dated October 5, 2023, and to execute an agreement and a notice to proceed with John G. Walton Construction Co., Inc., in the same form as that attached as Exhibit 1, subject to any changes deemed necessary by the Mayor.

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

Adopted and approved this _____ *day of* _____, **2023**.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

Exhibit 1

RESOLUTION NO. 1376-2023

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROPOSAL
BETWEEN THE CITY OF SPANISH FORT, ALABAMA, AND INCEPTION
LIGHTING**

WHEREAS, the City Council of the City of Spanish Fort, Alabama, has determined that it is in the best interest of the City to retain the services of Inception Lighting for the installation of decorative lighting at the Spanish Fort Community Center.

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

SECTION 1. The City Council hereby authorizes the Mayor to execute a proposal with Inception Lighting, to retain the services of Inception Lighting for the installation of decorative lighting at the Spanish Fort Community Center, in accordance with the proposal which is attached hereto as Exhibit 1, subject to any changes approved by the Mayor.

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

ADOPTED AND APPROVED this ___ day of _____, 2023.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

INCEPTION LIGHTING

PROPOSAL - SPANISH FORT, AL CITY HALL

Att: Vince Palasota
928 Chiquita
Denton, TX 76205
214-906-9906

DATE: October 17, 2023
INVOICE # PROPOSAL
REFERENCE PO #
TERMS

PROPOSAL CREATED FOR:

The City Of Spanish Fort Alabama City Hall

Carol Caldwell
7361 Spanish Fort Blvd
Spanish Fort, AL 36527
permitclerk@cityofspanishfort.com
Office: 251-620-1051

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
	INCEPTION LIGHTING COMPONENTS		
1158 linear feet	Single run of lights on 1158 feet of roofline as specified on master plan. Lights on the horizontal rooflines of the entire building. Includes clock tower. Inception RGB individually addressable LED color changing lights with MeshTek Cloud Control solution.	\$17.50 Per linear foot	\$ 20,265.00
	INCEPTION LIGHTING INSTALLATION LABOR		
1158 linear feet	Installation labor provided by a fully trained and certified Inception contractor for a single run of lights on 1158 feet of horizontal roofline as specified.	\$7.50 Per linear foot	\$ 8,685.00
225 linear feet	On some instances of this building there are areas where our product won't be able to adhere to the surface properly. These areas of the city hall are brick and metal flashing will be needed. For these areas \$1.50/linear foot will be applied for the cost of the flashing	\$0.83 Per linear foot	\$ 186.75
ESTIMATED 2 day rental	Uneven ground will require an installer provided "mini" lift for the back of the building. Installer has waived the cost of the bucket trucks but this lift will be needed. We estimate that this project will take two days to complete but additional daily charges may be applied.	\$450 per day	\$ 900.00
	NOTES		
	Inception Lighting holds a contract with TIPS, a Buying Cooperative, for ease of non-profit purchasing. TIPS technology contract #230105.		
	This price does not include electrical work (outlets installed) if required to power the lights.		
	For a single building localized Bluetooth control is the simplest option. However, cloud connectivity can be established through ethernet cables connecting the client's network to Inception's Gateway devices for which there is <u>no</u> additional charge other than the cost of running the cable to the rooftop. Or dedicated cellular back-haul devices can be installed at a cost of \$35 per month (\$420 annually) per device. 1 device would be required for this installation.		
	OPTIONAL SERVICE AND MAINTENANCE AGREEMENT		
1158 linear feet	An Annual Service and Maintenance Agreement is sold post installation on a per linear foot basis and extends the life of the Manufacturer's Component Warranty. (Optional)	Typically \$1.00 - \$1.50 Per Linear Foot Per Year	TBD
	If Client requires Bonding, the cost of securing the bond is added to the invoice (typically 2.5% - 3.5%)		TBD
		LOCAL SALES TAX @ 9.50%	Tax waived with client a tax exempt form.
			\$ 30,036.75



INCEPTION LIGHTING WARRANTY

Spanish Fort, Alabama

System Component Coverage

Inception Lighting's comprehensive warranty provides you peace of mind with a guarantee that your Inception Lighting system is free of any manufacturing defects or component failures for a period of 5 years from the date of the original installation. In the event of component failure, (including base, lid, light strands, power supplies, transformers, controllers, gateways, digital connection devices, and accompanying wiring), Inception Lighting will provide replacement components directly to the consumer or to a Certified Inception Lighting Installer through our standard return and replacement process. The determination of whether or not an Inception Lighting component is defective, or has failed, shall be made with consideration given to the overall performance of the system. This limited warranty is void if the system is not used for the purpose for which it was designed, or if it has been installed or maintained by anyone other than a certified and trained Inception Installer, or if any non-Inception component has been substituted into the system.

Installation and Repair Labor Cost Coverage

Any labor costs required to complete repairs during the first 180 days of service will be fully covered under Inception's "Color Care" customer satisfaction plan. Repair labor must be completed by a Certified Inception Lighting Installer who has been approved prior to completing the repairs. After the first 6 months of operation, only Inception Lighting components will be covered under the 5 year warranty – labor is not covered after the first 180 days. Inception Lighting strongly recommends that lighting system owners obtain, at minimum, an extended labor warranty, and consider a service and maintenance agreement from a Certified Inception Installer.

Warranty Activation

The original consumer purchaser / property owner, (not installer) or any subsequent transferee of the property is covered during the life of the original warranty. The original Inception Lighting system owner has up to 90 days from purchase to activate their warranty. Activation can be accomplished through your sales representative or by calling our customer service department. If the warranty is not activated within 90 days of installation the warranty will be considered null and void.

Exclusions

This warranty does not cover damage to the Inception Lighting system due to any cause not expressly covered herein. Exclusions to the warranty coverage include, but are not limited to the following: 1) Components damaged during installation or repair not completed by a Certified Inception Installer. 2) Acts of God – hail, lightning, damaging winds, hurricanes and tornados, snow or ice damage, etc. 3) Product damage as result of roof, gutter or soffit failure or structure settlement. 4) Roof replacement or building remodeling. 5) Damage caused by power washing, painting, cleaning solutions or other

modifications. 6) Altering the system outside of its intended use, or using non-Inception substitute components to operate the system. 7) Any cost that the owner incurs that are not authorized in advance by Inception Lighting. 8) Damage caused by negligence, abuse, misuse or mishandling. 9) Damage due to fire, vandalism or civil disturbances. 10) Electrical malfunction that damage the system. Power failures, internet service interruptions, and tripped GFIs are not covered under this warranty.

Compensation

The manner of compensation for a failed component covered under this warranty may be issued in the form of a cash settlement, or repair and/or replacement of the failed component. Any repair or replacement will be warranted for the remainder of the original warranty period.

Claims

To make a claim under this warranty, the covered owner needs to do so within 30 days of discovering the problem. Claims can be initiated by calling your sales representative, through our customer service department, or through your Certified Inception Installer. We may ask you to provide pictures of the system performance failure, and/or we may ask that you or your Certified Inception Installer to return the failed or damaged components to Inception Lighting.

Limitations

This Limited Warranty is exclusive, represents the sole remedy, and replaces all other warranties, conditions, representations and guarantees, whether expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose, whether by statute, at law, or in equity, and is limited in length to the express warranty provided above. In no event shall Inception Lighting be liable for incidental, consequential, indirect, or special damages. Inception's aggregate liability with respect to a defective component or system shall in any event be limited to the monies paid to Inception for that product and its original installation. This warranty may not be changed or modified. No one, including any representative or employee of Inception Lighting, and any representative or employee of a contractor or installer, has authority to assume any additional liability or responsibility for Inception Lighting, or in any way modify or change this warranty.

RESOLUTION NO. 1378-2023

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SPANISH FORT AND SAWGRASS CONSULTING, LLC

WHEREAS, the City of Spanish Fort wishes to enter into an agreement with Sawgrass Consulting, LLC, for land surveying, civil engineering services and structural engineering services relative to the construction of the new dog park project 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. The City Council hereby authorizes the Mayor to enter into an agreement with Sawgrass Consulting, LLC, on behalf of the City as reflected in the proposal attached as Exhibit 1, subject to any changes to the terms and conditions 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, CMC
City Clerk

Exhibit 1



AGREEMENT FOR PROFESSIONAL SERVICES

This **Agreement for Professional Services** (hereinafter referred to as "**Agreement**") is entered into this 31st day of October 2023 between **SAWGRASS CONSULTING, LLC** (hereinafter referred to as "**Sawgrass**"), whose address is 30673 Sgt. E.I. "Boots" Thomas Drive 31 Spanish Fort, Alabama 36527, and **Client**, who is identified below, for the provision of certain professional services as more particularly set forth in Section 1 (A) below and in accordance with the terms and conditions set forth herein.

Client: _____ City of Spanish Fort _____

Client Contact Person: Mayor McMillan _____

Client Mailing Address: 7361 Spanish Fort Blvd Spanish Fort, AL 36527 _____

Telephone Number: 251-626-4884 _____

Client Contact Email: mayor@cityofspanishfort.com _____

Project Name: Dog Park – Huckleberry Lane _____

Sawgrass and Client, for themselves, and their respective successors and assigns, agree as follows:

1. SCOPE OF SERVICES

A. Sawgrass shall provide the following services to Client (hereinafter referred to as the "**Services**):

_____ See Exhibit A _____

B. Specifically excluded from this scope of services is the providing of future updates, reviews, or expert opinions or witness services. If Client subsequently requires additional services not listed above, Client and Sawgrass may negotiate a separate agreement detailing the same.

2. COMPENSATION. Client agrees to compensate Sawgrass for the Services as follows:

_____ See Exhibit A _____

ALL OTHER TERMS OF THIS AGREEMENT CONTINUE ON PAGES 2-4 AND ARE INCORPORATED BY THIS REFERENCE.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

SAWGRASS CONSULTING, LLC
By: _____ (Sign)

Client: City of Spanish Fort _____
By: _____ (Sign)

Print Name: Ercil E. Godwin _____

Print Name: _____

Its: Managing Member _____

Its: _____

Client Rep. Initials _____

3. PAYMENT OF COMPENSATION.

Accounts Payable Contact:

Name:	Phone:	Email:	Address (if different from Client)

A. Client agrees to reimburse Sawgrass, on a monthly basis, for all Reimbursable Costs and Reimbursable Expenses incurred by Sawgrass. "Reimbursable Costs" shall mean Sawgrass's reasonable out-of-pocket expenses incurred in performing the Services. "Reimbursable Fees" shall mean the actual fees charged by any professionals or other parties with whom Sawgrass may subcontract to perform any part or all of the Services, plus an administrative charge of ten percent (10%).

B. Sawgrass shall invoice Client for Services performed during each calendar month. For Services performed on a contract price basis, the amount of each invoice shall reflect the percentage of Services completed as of the date of the invoice, as determined by Sawgrass in its sole discretion. For Services performed on an hourly basis, each invoice shall list time charges. Monthly invoices shall also include all Reimbursable Costs and Reimbursable Fees for which Client is being charged.

C. Client hereby agrees to pay each invoice in full within fifteen (15) days of the date of the invoice. Payments should be mailed or delivered to Sawgrass at the address listed on the invoice or at such other address as Sawgrass may direct. In the event Client fails to pay an invoice in full within fifteen (15) days of the date thereof, such unpaid invoice shall accrue interest at a rate of the lesser of six percent (6%) per annum. All payments shall be made without any deduction, setoff, or counterclaim of any kind whatsoever.

D. In the event Client fails to pay any Sawgrass invoice in full within thirty (30) days of the date of the invoice, Client shall be in default hereunder.

4. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing herein shall create, or be construed to create, between Sawgrass and Client an employer/employee or principal/agent relationship; rather, the relationship of Sawgrass and Client shall be that of an independent contractor. Client agrees that Sawgrass may engage one or more subcontractors to perform some or all of the Services.

5. TERMINATION. Sawgrass or Client may terminate the performance of any further Services under this Agreement, with or without cause and for any or no reason, upon thirty (30) days written notice to either party. Upon the effective date of such termination, Sawgrass shall cease work on all Services. Within thirty (30) days of such termination, Client shall pay Sawgrass in full for all Services performed and all Reimbursable Costs and Reimbursable Fees incurred prior to such termination. Termination by Sawgrass shall not relieve Client of any obligation to pay Sawgrass for Services already performed as required hereunder.

6. DELAY. Neither party shall be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of an obligation, other than the payment of money by Client to Sawgrass, results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events include, without limitation, storms, floods, acts of God, epidemics, protest demonstrations, war, terrorism or terrorist acts, riot, strikes, or other industrial disturbances or anticipated site conditions. In the event that such acts or events do occur, Client and Sawgrass shall attempt to overcome all difficulties arising and to resume as soon as reasonable possible the performance of their respective obligations hereunder.

7. COST ESTIMATES. Sawgrass may, upon the Client's request, prepare a good faith cost estimate for the Services prior to the commencement of their performance. However, Sawgrass does not, and Client acknowledges that Sawgrass does not, warrant that the actual costs of the Services incurred by Client will not deviate from any such cost estimate.

8. LIMITATION OF LIABILITY AND INDEMNIFICATION

A. Under no circumstances shall the total liability of Sawgrass, its employees, officers, managers, agents, and consultants, for all claims, causes of action, losses, damages, costs, and expenses, including attorneys' fees, exceed the aggregate amount actually paid to Sawgrass under this Agreement or policy limits of Sawgrass' insurance coverage, whichever is greater, regardless of the legal theory under which such liability is imposed. In no event shall Sawgrass be responsible or held liable for any indirect, incidental, special, consequential, or punitive damages whatsoever, including, without limitation, loss of use of property, loss of profits or other revenue, interest, loss of product, increased expenses or business interruption, however the same may be caused.

B. Client acknowledges and agrees that Sawgrass is not and shall not be held responsible for or be deemed to have control over the means, methods, techniques, sequences, procedures, or safety precautions and programs utilized by any contractor or other party working on the Project. Client further acknowledges and agrees that Sawgrass shall not responsible for any contractor's

failure to comply with any construction contract or with any applicable federal or State laws, regulations, ordinances, or industry rules.

C. Client acknowledges that all estimates provided to the Client by Sawgrass are estimates ONLY and cannot be relied upon as an actual cost related to the project.

9. **WARRANTIES AND REPRESENTATIONS OF CLIENT.** Client warrants and represents to Sawgrass that:

A. Client is a government entity, validly existing and in good standing under the laws of the state in which it is organized or incorporated and is qualified to do business in the state in which the Project is being constructed or is located.

B. Client has all requisite power and authority to enter into this Agreement.

C. Client is the owner of the real property upon which the Project is being constructed or otherwise carried out (hereinafter referred to as the "**Project Property**"), or Client is the Project Property owner's duly authorized representative, and Client hereby grants Sawgrass permission to enter the Project Property for the purpose of performing the Services;

D. Client shall promptly provide Sawgrass with any information or documents requested by Sawgrass related to the Project; and

E. Client shall obtain and pay all expenses involved in promptly obtaining the easements and rights of way necessary for Sawgrass to perform the Services identified herein.

10. **TITLE TO PLANS AND SPECIFICATIONS.**

A. All Final Documents, including but not limited to drawings, specifications, and surveys, prepared by Sawgrass pursuant to this Agreement which Sawgrass supplies to Client shall become the property of Client upon Client's payment in full for the Services. For purposes of this Agreement, "**Final Documents**" shall mean only those printed, non-electronic format documents, which are duly marked with the original seal of a Sawgrass engineer or surveyor. All other notes, work product, drafts, CADD files, electronic, or other data or documents prepared by Sawgrass shall remain Sawgrass's sole property at all times, and Client shall have no right to disclose, copy, rely on, or otherwise use the same.

B. Any Final Documents supplied to Client by Sawgrass in connection with the Project are intended for the sole and exclusive use of Client and its agents and employees for the Project. Client hold Sawgrass harmless from and against all losses, expenses, claims, and damages which may result from any disclosure, use or reuse of any Final Documents other than in connection with completing construction, maintenance, and/or repair of the Project.

C. Client shall not use any Sawgrass professional's license seal or stamp in any form or manner as part of any reuse of documents developed under this Agreement.

11. **DEFAULT**

A. Either party's failure to perform or comply with any one or more of the terms of this Agreement shall constitute a default. Except for monetary defaults by Client, the non-defaulting party shall give the defaulting party notice of default, at which time the defaulting party shall have two (2) business days to begin taking steps to cure the default. In the event of monetary default by, Sawgrass shall give Client written or electronic written notice of such default, and Client shall have one (1) business day to cure the default.

B. In the event of default by Client, Sawgrass may, in its sole discretion, suspend its performance hereunder. In no event shall Client be relieved of any obligation to pay Sawgrass for Services already performed as required hereunder.

C. In the event of default by either party, the parties shall pursue resolution of all disputes pursuant to Section 12 below.

12. **DISPUTE RESOLUTION**

A. The parties expressly agree to attempt in good faith to negotiate any controversy or claim of whatever nature arising out of or relating to this Agreement, or the breach thereof. Further, the parties agree to mediate in Baldwin County, Alabama, any dispute that cannot be settled by negotiation. Either party may institute non-binding mediation.

B. Any dispute remaining after completion of mediation between Sawgrass and Client (or after the mediator has declared an impasse) shall be resolved through binding arbitration before a single arbitrator, which may be initiated by either party and shall proceed under the American Arbitration Association Construction Industry Arbitration Rules in Baldwin County, Alabama. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with the applicable law in a court of competent jurisdiction as set forth below.

C. Alabama state law shall apply to the resolution of all issues, and venue shall exclusively lie in Baldwin County, Alabama.

13. NOTICES. All notices and communications required or permitted to be given to Client or Sawgrass hereunder shall be in writing and shall be deemed duly given on the earlier of (i) the date when delivered by hand; (ii) upon receipt when delivered by electronic mail, proof of which may be satisfied by delivery confirmation produced by the sender's electronic mail software; (iii) the next business day after delivery by a reputable overnight delivery service; or (iv) three (3) business days after being placed in the United States Mail. All notices shall be directed to the appropriate party at the addresses set forth on Page 1 of this Agreement. A party may change its respective contacts, telephone numbers, addresses, and email addresses set forth above upon written notice to the other party.

14. ENTIRE AGREEMENT. This Agreement constitutes the complete agreement between the parties and supersedes any and all prior understandings, conversations, and proposals. For the sake of convenience, the parties may, from time to time, issue purchase or work orders. However, the contractual terms and conditions of this Agreement may be supplemented, deleted, and/or modified only through written amendments signed by both parties, and not through purchase or work orders or any other such similar document. In the event of any conflict between this Agreement and any of the Attachments hereto, the terms of this Agreement shall control.

15. ASSIGNMENT. Neither party may assign this Agreement without the prior written consent of the other party.

16. APPLICABLE LAW AND INTERPRETATION. All rights and liabilities of the parties under the Agreement shall be interpreted and enforced under the laws of the State of Alabama. The language used in this Agreement shall be construed according to the fair and usual meaning of the language and will not be strictly construed for or against either party.

17. WAIVER. The failure of either party to invoke any provision hereof or assert any right given herein on any one occasion or on any series of occasions shall not amount to or be interpreted as a waiver or release of any such provision or right.

18. SEVERABILITY. The partial or complete invalidity of any one or more provisions of this Subcontract shall not affect the validity or continuing force and effect of any other provision. If any provision of the Agreement is found unenforceable by any court or tribunal, Client and Sawgrass agree that such provision shall be modified to the minimum extent necessary to render it enforceable and that the remainder of the Subcontract shall not be otherwise affected.

19. TITLES. The titles given to the individual sections or paragraphs of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

EXHIBIT "A"
SCOPE OF SERVICES AND COMPENSATION

Surveying Services

Lump Sum \$2,500.00

- Boundary (5 Acres) & Topographic Survey (1.5 Acres) of PPIN 47096 (Huckleberry Lane)

Civil Engineering Services

Lump Sum \$25,000.00

- Site Grading and Drainage Plan
- Utility Plan
- Geometry Plan
- Erosion Control Plan
- Construction Details
- Construction Administration, Engineering, and Inspection Services
- Geotechnical Construction Testing
- Meetings Comments and Revisions

All Land Surveying and Civil Engineering Services listed above are those required to navigate the requirements for Site Plan Approval through the City for Spanish Fort per those specifications provided by the City of Spanish Fort. Please note that all services described herein are for design services only.

RESOLUTION NO. 1379-2023

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SPANISH FORT AND SAWGRASS CONSULTING, LLC

WHEREAS, the City of Spanish Fort wishes to enter into an agreement with Sawgrass Consulting, LLC, for land surveying, civil engineering services and structural engineering services relative to the development of the Fire Station No. 4 Master Plan 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. The City Council hereby authorizes the Mayor to enter into an agreement with Sawgrass Consulting, LLC, on behalf of the City as reflected in the proposal attached as Exhibit 1, subject to any changes to the terms and conditions 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, CMC
City Clerk

Exhibit 1



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (hereinafter referred to as "Agreement") is entered into this 31st day of October 2023 between SAWGRASS CONSULTING, LLC (hereinafter referred to as "Sawgrass"), whose address is 30673 Sgt. E.I. "Boots" Thomas Drive 31 Spanish Fort, Alabama 36527, and Client, who is identified below, for the provision of certain professional services as more particularly set forth in Section 1 (A) below and in accordance with the terms and conditions set forth herein.

Client: _____ City of Spanish Fort _____

Client Contact Person: _____ Mayor McMillan _____

Client Mailing Address: _____ 7361 Spanish Fort Blvd Spanish Fort, AL 36527 _____

Telephone Number: _____ 251-626-4884 _____

Client Contact Email: _____ mayor@cityofspanishfort.com _____

Project Name: _____ Fire Department Plan PSA _____

Sawgrass and Client, for themselves, and their respective successors and assigns, agree as follows:

1. SCOPE OF SERVICES

A. Sawgrass shall provide the following services to Client (hereinafter referred to as the "Services"):

_____ See Exhibit A _____

B. Specifically excluded from this scope of services is the providing of future updates, reviews, or expert opinions or witness services. If Client subsequently requires additional services not listed above, Client and Sawgrass may negotiate a separate agreement detailing the same.

2. COMPENSATION. Client agrees to compensate Sawgrass for the Services as follows:

_____ See Exhibit A _____

ALL OTHER TERMS OF THIS AGREEMENT CONTINUE ON PAGES 2-4 AND ARE INCORPORATED BY THIS REFERENCE.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

SAWGRASS CONSULTING, LLC

Client: _____ City of Spanish Fort _____

By: _____ (Sign)

By: _____ (Sign)

Print Name: _____ Ercil E. Godwin _____

Print Name: _____

Its: _____ Managing Member _____

Its: _____

Client Rep. Initials _____

3. PAYMENT OF COMPENSATION.

Accounts Payable Contact:

Name:	Phone:	Email:	Address (if different from Client)
-------	--------	--------	------------------------------------

A. Client agrees to reimburse Sawgrass, on a monthly basis, for all Reimbursable Costs and Reimbursable Expenses incurred by Sawgrass. "Reimbursable Costs" shall mean Sawgrass's reasonable out-of-pocket expenses incurred in performing the Services. "Reimbursable Fees" shall mean the actual fees charged by any professionals or other parties with whom Sawgrass may subcontract to perform any part or all of the Services, plus an administrative charge of ten percent (10%).

B. Sawgrass shall invoice Client for Services performed during each calendar month. For Services performed on a contract price basis, the amount of each invoice shall reflect the percentage of Services completed as of the date of the invoice, as determined by Sawgrass in its sole discretion. For Services performed on an hourly basis, each invoice shall list time charges. Monthly invoices shall also include all Reimbursable Costs and Reimbursable Fees for which Client is being charged.

C. Client hereby agrees to pay each invoice in full within fifteen (15) days of the date of the invoice. Payments should be mailed or delivered to Sawgrass at the address listed on the invoice or at such other address as Sawgrass may direct. In the event Client fails to pay an invoice in full within fifteen (15) days of the date thereof, such unpaid invoice shall accrue interest at a rate of the lesser of six percent (6%) per annum. All payments shall be made without any deduction, setoff, or counterclaim of any kind whatsoever.

D. In the event Client fails to pay any Sawgrass invoice in full within thirty (30) days of the date of the invoice, Client shall be in default hereunder.

4. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing herein shall create, or be construed to create, between Sawgrass and Client an employer/employee or principal/agent relationship; rather, the relationship of Sawgrass and Client shall be that of an independent contractor. Client agrees that Sawgrass may engage one or more subcontractors to perform some or all of the Services.

5. TERMINATION. Sawgrass or Client may terminate the performance of any further Services under this Agreement, with or without cause and for any or no reason, upon thirty (30) days written notice to either party. Upon the effective date of such termination, Sawgrass shall cease work on all Services. Within thirty (30) days of such termination, Client shall pay Sawgrass in full for all Services performed and all Reimbursable Costs and Reimbursable Fees incurred prior to such termination. Termination by Sawgrass shall not relieve Client of any obligation to pay Sawgrass for Services already performed as required hereunder.

6. DELAY. Neither party shall be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of an obligation, other than the payment of money by Client to Sawgrass, results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events include, without limitation, storms, floods, acts of God, epidemics, protest demonstrations, war, terrorism or terrorist acts, riot, strikes, or other industrial disturbances or anticipated site conditions. In the event that such acts or events do occur, Client and Sawgrass shall attempt to overcome all difficulties arising and to resume as soon as reasonable possible the performance of their respective obligations hereunder.

7. COST ESTIMATES. Sawgrass may, upon the Client's request, prepare a good faith cost estimate for the Services prior to the commencement of their performance. However, Sawgrass does not, and Client acknowledges that Sawgrass does not, warrant that the actual costs of the Services incurred by Client will not deviate from any such cost estimate.

8. LIMITATION OF LIABILITY AND INDEMNIFICATION

A. Under no circumstances shall the total liability of Sawgrass, its employees, officers, managers, agents, and consultants, for all claims, causes of action, losses, damages, costs, and expenses, including attorneys' fees, exceed the aggregate amount actually paid to Sawgrass under this Agreement or policy limits of Sawgrass' insurance coverage, whichever is greater, regardless of the legal theory under which such liability is imposed. In no event shall Sawgrass be responsible or held liable for any indirect, incidental, special, consequential, or punitive damages whatsoever, including, without limitation, loss of use of property, loss of profits or other revenue, interest, loss of product, increased expenses or business interruption, however the same may be caused.

B. Client acknowledges and agrees that Sawgrass is not and shall not be held responsible for or be deemed to have control over the means, methods, techniques, sequences, procedures, or safety precautions and programs utilized by any contractor or other party working on the Project. Client further acknowledges and agrees that Sawgrass shall not responsible for any contractor's

failure to comply with any construction contract or with any applicable federal or State laws, regulations, ordinances, or industry rules.

C. Client acknowledges that all estimates provided to the Client by Sawgrass are estimates ONLY and cannot be relied upon as an actual cost related to the project.

9. **WARRANTIES AND REPRESENTATIONS OF CLIENT.** Client warrants and represents to Sawgrass that:

A. Client is a government entity, validly existing and in good standing under the laws of the state in which it is organized or incorporated and is qualified to do business in the state in which the Project is being constructed or is located.

B. Client has all requisite power and authority to enter into this Agreement.

C. Client is the owner of the real property upon which the Project is being constructed or otherwise carried out (hereinafter referred to as the "**Project Property**"), or Client is the Project Property owner's duly authorized representative, and Client hereby grants Sawgrass permission to enter the Project Property for the purpose of performing the Services;

D. Client shall promptly provide Sawgrass with any information or documents requested by Sawgrass related to the Project; and

E. Client shall obtain and pay all expenses involved in promptly obtaining the easements and rights of way necessary for Sawgrass to perform the Services identified herein.

10. **TITLE TO PLANS AND SPECIFICATIONS.**

A. All Final Documents, including but not limited to drawings, specifications, and surveys, prepared by Sawgrass pursuant to this Agreement which Sawgrass supplies to Client shall become the property of Client upon Client's payment in full for the Services. For purposes of this Agreement, "**Final Documents**" shall mean only those printed, non-electronic format documents, which are duly marked with the original seal of a Sawgrass engineer or surveyor. All other notes, work product, drafts, CADD files, electronic, or other data or documents prepared by Sawgrass shall remain Sawgrass's sole property at all times, and Client shall have no right to disclose, copy, rely on, or otherwise use the same.

B. Any Final Documents supplied to Client by Sawgrass in connection with the Project are intended for the sole and exclusive use of Client and its agents and employees for the Project. Client hold Sawgrass harmless from and against all losses, expenses, claims, and damages which may result from any disclosure, use or reuse of any Final Documents other than in connection with completing construction, maintenance, and/or repair of the Project.

C. Client shall not use any Sawgrass professional's license seal or stamp in any form or manner as part of any reuse of documents developed under this Agreement.

11. **DEFAULT**

A. Either party's failure to perform or comply with any one or more of the terms of this Agreement shall constitute a default. Except for monetary defaults by Client, the non-defaulting party shall give the defaulting party notice of default, at which time the defaulting party shall have two (2) business days to begin taking steps to cure the default. In the event of monetary default by, Sawgrass shall give Client written or electronic written notice of such default, and Client shall have one (1) business day to cure the default.

B. In the event of default by Client, Sawgrass may, in its sole discretion, suspend its performance hereunder. In no event shall Client be relieved of any obligation to pay Sawgrass for Services already performed as required hereunder.

C. In the event of default by either party, the parties shall pursue resolution of all disputes pursuant to Section 12 below.

12. **DISPUTE RESOLUTION**

A. The parties expressly agree to attempt in good faith to negotiate any controversy or claim of whatever nature arising out of or relating to this Agreement, or the breach thereof. Further, the parties agree to mediate in Baldwin County, Alabama, any dispute that cannot be settled by negotiation. Either party may institute non-binding mediation.

B. Any dispute remaining after completion of mediation between Sawgrass and Client (or after the mediator has declared an impasse) shall be resolved through binding arbitration before a single arbitrator, which may be initiated by either party and shall proceed under the American Arbitration Association Construction Industry Arbitration Rules in Baldwin County, Alabama. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with the applicable law in a court of competent jurisdiction as set forth below.

C. Alabama state law shall apply to the resolution of all issues, and venue shall exclusively lie in Baldwin County, Alabama.

13. **NOTICES.** All notices and communications required or permitted to be given to Client or Sawgrass hereunder shall be in writing and shall be deemed duly given on the earlier of (i) the date when delivered by hand; (ii) upon receipt when delivered by electronic mail, proof of which may be satisfied by delivery confirmation produced by the sender's electronic mail software; (iii) the next business day after delivery by a reputable overnight delivery service; or (iv) three (3) business days after being placed in the United States Mail. All notices shall be directed to the appropriate party at the addresses set forth on Page 1 of this Agreement. A party may change its respective contacts, telephone numbers, addresses, and email addresses set forth above upon written notice to the other party.

14. **ENTIRE AGREEMENT.** This Agreement constitutes the complete agreement between the parties and supersedes any and all prior understandings, conversations, and proposals. For the sake of convenience, the parties may, from time to time, issue purchase or work orders. However, the contractual terms and conditions of this Agreement may be supplemented, deleted, and/or modified only through written amendments signed by both parties, and not through purchase or work orders or any other such similar document. In the event of any conflict between this Agreement and any of the Attachments hereto, the terms of this Agreement shall control.

15. **ASSIGNMENT.** Neither party may assign this Agreement without the prior written consent of the other party.

16. **APPLICABLE LAW AND INTERPRETATION.** All rights and liabilities of the parties under the Agreement shall be interpreted and enforced under the laws of the State of Alabama. The language used in this Agreement shall be construed according to the fair and usual meaning of the language and will not be strictly construed for or against either party.

17. **WAIVER.** The failure of either party to invoke any provision hereof or assert any right given herein on any one occasion or on any series of occasions shall not amount to or be interpreted as a waiver or release of any such provision or right.

18. **SEVERABILITY.** The partial or complete invalidity of any one or more provisions of this Subcontract shall not affect the validity or continuing force and effect of any other provision. If any provision of the Agreement is found unenforceable by any court or tribunal, Client and Sawgrass agree that such provision shall be modified to the minimum extent necessary to render it enforceable and that the remainder of the Subcontract shall not be otherwise affected.

19. **TITLES.** The titles given to the individual sections or paragraphs of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

EXHIBIT “A”
SCOPE OF SERVICES AND COMPENSATION

Master Planning

LUMP SUM \$45,000.00

Includes:

- Conceptual Civil Site Plan with Proposed Buildings/Improvements
- Phasing Plan
- Color Rendering of final proposed site plan
- Diagrammatic Footprints of proposed buildings
- Front Building Elevation of Main Fire Station Building
- Up to 4 meetings with City of Spanish Fort Staff

Civil Site Design – Storage Building (4,000 s.f.+/-) and Training Field
(See EXHIBIT “B” attached hereto for Training Field reference)

LUMP SUM \$100,000.00

Includes:

- Geometry Plan
- Site Grading and Drainage Plan
- Utility Plan
- Erosion Control Plan
- Roadway Profiles and Cross Section (if applicable)
- Construction Details
- Architectural Plans including Structural and MEP Design

Notes:

1. All design will be based upon the boundary and topographic survey performed by Gulf States Engineering dated 07/24/2018 as provided by the Client and attached hereto as Exhibit “C”.
2. The “Training Field” as referenced above and noted in Exhibit “B” includes the adjacent roads and parking areas. However, while the general shape and size of the Training Field will not change, the exact location and configuration of the Training Field and the adjacent roadways are subject to change based upon the final site layout as will be determined in the Master Planning Phase of this project. The highlighted area in Exhibit “B” is for reference only.

EXHIBIT "B"

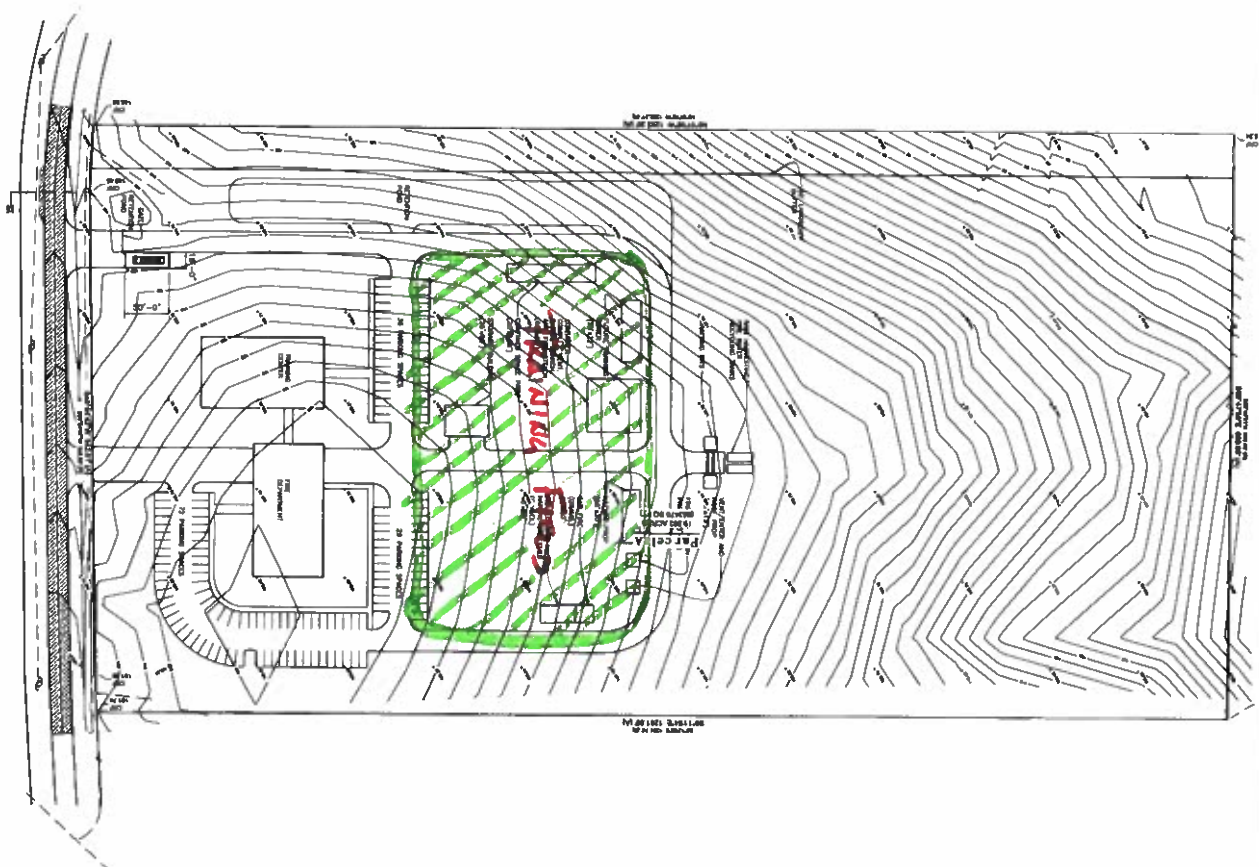
MASTER PLAN NOTES

The MASTER PLAN shows the location of the proposed development, and is not intended for construction.

MASTER PLAN SCHEDULE

The schedule for the proposed development is shown on the MASTER PLAN SCHEDULE. The schedule is subject to change without notice.

1 MASTER SITE PLAN



 <p style="text-align: center;">SP101 REV. 04/18</p>	<p style="font-size: small;">APPROVED FOR CONSTRUCTION</p> <p style="font-size: x-small;">DATE: 1/18/18</p>	 <p style="font-size: x-small;">HDSA Housing Development Services Association</p>	<p style="font-size: x-small;">PREPARED BY: DANIEL G. ANDERSON, P.E.</p> <p style="font-size: x-small;">1000 American Way Birmingham, AL 35209</p>	<p style="font-size: large;">Spanish Fort Fire Department</p> <p style="font-size: large;">D'Olive Road Development</p> <p style="font-size: large;">Spanish Fort, Alabama</p>
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HOURLY RATE SCHEDULE

SENIOR PROJECT MANAGER	\$195.00 HOUR
PROFESSIONAL LAND SURVEYOR	\$180.00 HOUR
PROFESSIONAL ENGINEER	\$180.00 HOUR
STAFF ENGINEER	\$110 .00 HOUR
SENIOR CONSTRUCTION REPRESENTATIVE	\$100.00 HOUR
SURVEY MANAGER	\$110.00 HOUR
ONE MAN SURVEY CREW	\$120.00 HOUR
TWO MAN SURVEY CREW	\$150.00 HOUR
THREE MAN SURVEY CREW	\$175.00 HOUR
CADD DESIGNER	\$110.00 HOUR
CADD TECHNICIAN	\$ 95.00 HOUR
ADMINISTRATIVE	\$65.00 HOUR