

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

Regular Meeting  
October 16, 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 2, 2023  
Regular Meeting October 2, 2023

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

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

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.

- IX. OLD BUSINESS
- X. NEW BUSINESS

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

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

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. 649-2023-----An Ordinance Adopting an Equal Employment Opportunity Plan and Utilization Report for the City of Spanish Fort

Resolution No. 1374-2023----A Resolution Authorizing the Mayor to Execute a Proposal with Sunset Contracting, Inc., for Asphalt Repairs at Spirit Park and Wimbret Way

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

- XI. ADJOURN TO NEXT MEETING  
Work Session and Regular Meeting, November 6, 2023

**Spanish Fort City Council  
Minutes, Regular Meeting, October 2, 2023**

**CALL TO ORDER**

The City Council of the City of Spanish Fort, Alabama, met Monday, October 2, 2023, at 6:01 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 J. R. Smith led the Invocation and Pledge of Allegiance.

**APPROVAL OF MINUTES OF PREVIOUS MEETINGS**

The minutes of the Meeting and Work Session of September 18, 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**

There were no reports.

**PUBLIC PARTICIPATION**

There was none.

**ANNOUNCEMENTS**

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

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

**OLD BUSINESS**

There was none.

**NEW BUSINESS**

***Proclamation of the Week of October 8-14, 2023, as Fire Prevention Week in the City of Spanish Fort***

Mayor McMillan issued a proclamation proclaiming the Week of October 8-14, 2023, as Fire Prevention Week in the City of Spanish Fort. David Conner read the proclamation. Mayor McMillan presented the proclamation to Fire Chief Roger Few and Fire Department personnel in attendance at the meeting. Mayor McMillan thanked our Fire Department and its personnel for their service.

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

Mayor McMillan presented Ordinance No. 644-2023, an ordinance regulating litter in the City of Spanish Fort, Alabama. David Conner explained the proposed resolution. Discussion followed. Mayor McMillan opened the public hearing. There was no discussion. Mayor McMillan closed the public hearing.

A motion was made by Councilmember J. R. Smith and seconded by Councilmember Gustafson to suspend the rules for immediate consideration of Ordinance No. 644-2023. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the motion carried, and the rules were suspended to allow for immediate consideration of Ordinance No. 644-2023.

A motion was made by Councilmember J. R. Smith and seconded by Councilmember Curt Smith to adopt Ordinance No. 644-2023. 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.

***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.

***Ordinance No. 646-2023***

Mayor McMillan introduced Ordinance No. 646-2023, an ordinance authorizing the Mayor to execute a Memorandum of Understanding between the Baldwin County Commission, Baldwin County Sheriff's Office, Baldwin County Schools and the City of Spanish Fort. David Conner announced he had a conflict of interest in the matter. Mayor McMillan explained the proposed ordinance. Discussion followed.

A motion was made by Councilmember Perry and seconded by Councilmember J. R. Smith to suspend the rules for immediate consideration of Ordinance No. 646-2023. 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, and the rules were suspended to allow for immediate consideration of Ordinance No. 646-2023.

A motion was made by Councilmember J. R. Smith and seconded by Councilmember Perry to adopt Ordinance No. 646-2023. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Councilmember Curt Smith recused. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

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

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

A motion was made by Councilmember Curt Smith and seconded by Councilmember Brabner to adopt Resolution No. 1372-2023. 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. 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.

**ADJOURNMENT**

There being no further business before the Council, the meeting adjourned at 6:43 p.m.

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

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Rebecca A. Gaines  
City Clerk.

## Spanish Fort City Council

### Minutes, Work Session, Monday, October 2, 2023

The City Council of the City of Spanish Fort, Alabama, met Monday, October 2, 2023, at 4:00 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

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

The Council discussed general municipal business.

Mr. David Conner, City Attorney, made a recommendation that the City Council go into executive session in accordance with the Alabama Open Meetings Act to discuss the general reputation and character of certain individuals and, subject to the limitations set out therein, to discuss the job performance of certain public employees; to discuss the legal ramifications of and legal options for pending litigation, controversies not yet being litigated, but imminently likely to be litigated, or imminently likely to be litigated if the governmental body pursues a proposed course of action; and to discuss the consideration the governmental body is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property. Mr. Conner made an oral declaration that the exceptions under the Open Meetings Act are applicable to the planned discussion. A motion was made by Councilmember Curt Smith and seconded by Councilmember Gustafson to go into executive session at 5:23 p.m. to discuss the aforementioned matters. Mayor McMillan called for the polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan announced that the executive session would last approximately thirty-seven minutes and that the Work Session would resume upon the conclusion of the executive session.

The Council reconvened at 6:01 p.m.

The Council discussed general municipal business.

There being no further business before the Council, the work session adjourned at 6:01 p.m.

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

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Rebecca A. Gaines  
City Clerk

**ORDINANCE NO. 645-2023**

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

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

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

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

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

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

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

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Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines  
City Clerk

**ORDINANCE NO. 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  
City Clerk



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

	<b>R-1</b>	<b>R-2</b>	<b>R-3A</b>	<b>R-3B</b>	<b>R-3C</b>	<b>R-3D</b>	<b>R-4</b>	<b>B-1</b>	<b>B-2</b>	<b>B-3</b>	<b>B-4</b>	<b>B-5</b>	<b>M-1</b>	<b>T-1</b>	<b>C-1</b>
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

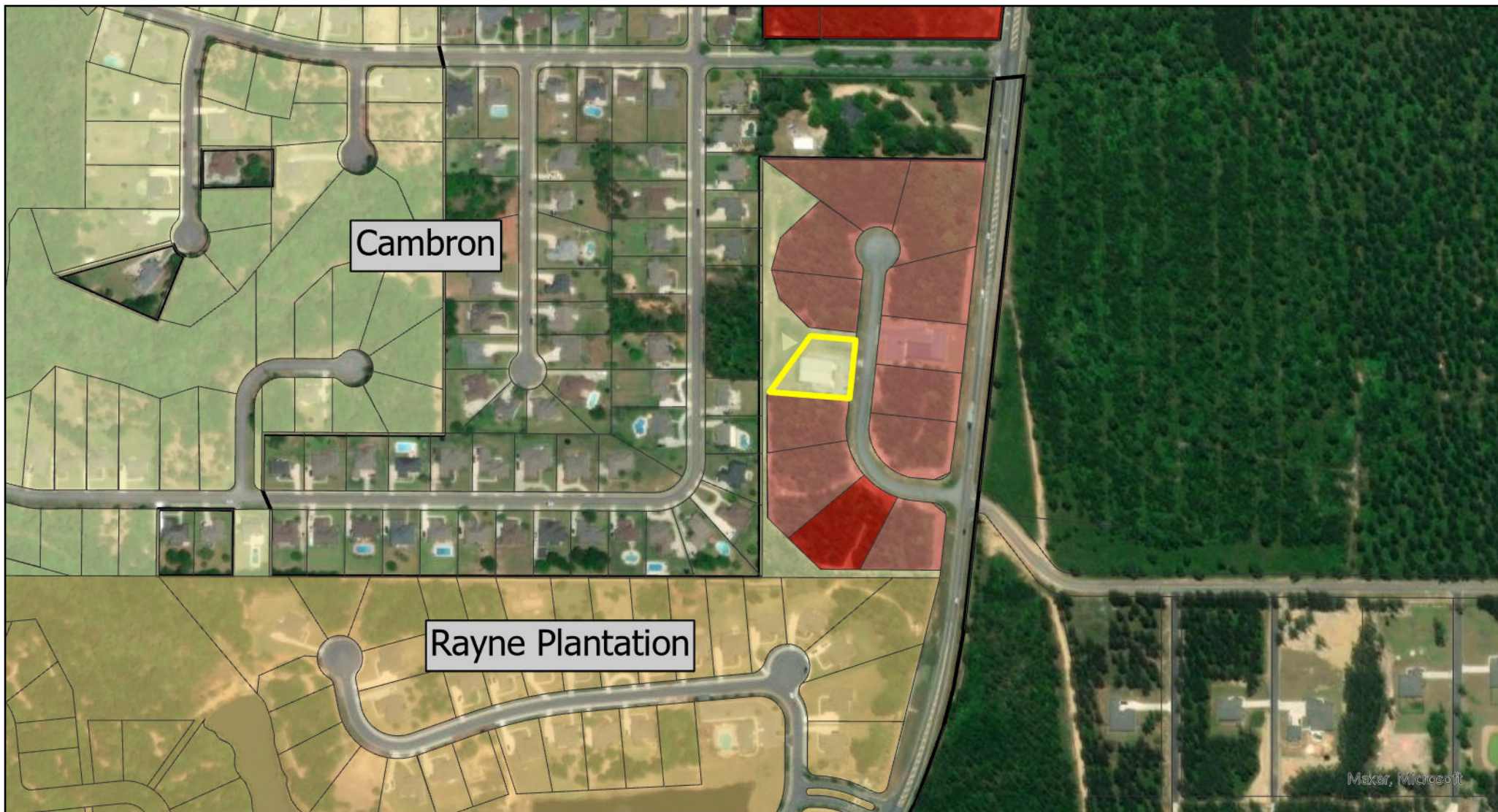
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
















\_\_\_\_\_  
Rebecca A. Gaines  
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



<b>Spanish_Fort_Zonin</b> <b>ZONING_CLA</b>   B-1: Professional Business  B-2: Local Business	 B-3: General Business  B-4: Major Business District  Baldwin County  City of Spanish Fort  M-1: Light Industrial	 PUD: Planned Unit Development  R-1: Low-Density Single-Family Residential  R-2: Medium-Density Single-Family Residential	 R-3: Multi-Family Residential  R-3D: Medium Density Multi-Family Residential  R-4: Manufactured/Mobile Home Residential	 State of Alabama  T-1: Telecommunication Tower District  <all other values>
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0 0.07 0.15 Km

**RESOLUTION NO. 1374-2023**

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

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

**SECTION 1.** The City Council hereby authorizes the Mayor to enter into an agreement with Sunset Contracting, Inc., in the amount of \$4275.00 to repair a sinkhole a Spirit Park and \$21,385.00 to repair a sidewalk and storm drain in the right-of-way at 32322 Wimbret Way. Copies of the proposals for the proposed work are attached hereto as Exhibit 1.

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

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

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Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines  
City Clerk

# Exhibit 1

# SUNSET CONTRACTING, INC.

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

September 5, 2023

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

Re: Spirit Park

Attn: Shannon

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

Items included are listed below.

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

Items Excluded are Listed Below

1. Existing Utilities
2. Permits, Testing, Fees

Thanks



Marion Peterson  
Estimator

# SUNSET CONTRACTING, INC.

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

September 5, 2023

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

Re: 32322 Wimbrecht Way

Attn: Shannon

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

Items included are listed below.

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

Items Excluded are listed Below

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

Thanks



Marion Peterson  
Estimator



**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.

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Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines  
City Clerk

# Exhibit 1



**Goodwyn Mills Cawood**

11 North Water Street  
Suite 15250  
Mobile, AL 36602

T (251) 460-4006  
F (251) 460-4423

[www.gmcnetwork.com](http://www.gmcnetwork.com)

The Honorable Michael M. McMillan  
Mayor City of Spanish Fort  
7361 Spanish Fort Boulevard  
Spanish Fort, Alabama 36527

via email: [mayor@cityofspanishfort.com](mailto:mayor@cityofspanishfort.com)

October 5, 2023

RE: 2023 REBUILD PROJECT GENERAL CANBY DRIVE, SOUTHERN WAY & SIGNAL HILL ROAD  
FOR THE CITY OF SPANISH FORT  
SPANISH FORT, AL  
GMC PROJECT NO.: CMOB230050

Dear Mayor McMillan,

Goodwyn Mills Cawood, LLC. (GMC) has reviewed the two (2) bids for the referenced project received on October 5, 2023.

The lowest responsive bidder was John G. Walton Construction Co., Inc., from Mobile, Alabama in the amount of \$282,547.17. This contractor is licensed and in good standing with the Alabama General Licensing Board for General Contractors. GMC recommends award of the contract John G. Walton Construction Co., Inc., in the amount of \$282,547.17. Attached is a certified bid tabulation for your files.

Upon award, please sign and date the attached Notice of Award. Also attached is the Agreement and Notice to Proceed prepared for your signature and do not date, and then return to our office via email to [Ashley.Morris@gmcnetwork.com](mailto:Ashley.Morris@gmcnetwork.com) for further processing.

We will schedule a pre-construction meeting in the near future. If you have any questions, please do not hesitate to call.

Sincerely,  
GOODWYN MILLS CAWOOD, LLC.

Craig Sanford, P.E.  
Project Manager

CS:am

Enclosure:

**BID TABULATION**

**2023 REBUILD PROJECT GENERAL CANBY DRIVE, SOUTHERN WAY & SIGNAL HILL ROAD  
FOR THE CITY OF SPANISH FORT  
GMC PROJECT NO. CMGM230050**

**BID OPENING: THURSDAY, OCTOBER 5, 2023**

ITEM	QTY.	UNIT	DESCRIPTION	John G. Walton Construction Co.		Asphalt Services, Inc.	
				Mobile, AL		Spanish Fort, AL	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	1	LS	Mobilization (Not to Exceed 3% of Total Bid)	\$ 8,350.00	\$ 8,350.00	\$ 11,003.85	\$ 11,003.85
2	2,930	SY	Planing Existing Pavement (Approx. 1.5" Thick)	\$ 6.64	\$ 19,455.20	\$ 3.00	\$ 8,790.00
3	1,550	TON	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B (165 #/SY)	\$ 111.87	\$ 173,398.50	\$ 172.50	\$ 267,375.00
4	155	TON	Superpave Bituminous Concrete Upper Binder Layer, Patching, 1" Maximum Aggregate Size Mix, ESAL Range A/B	\$ 163.34	\$ 25,317.70	\$ 170.00	\$ 26,350.00
5	1,885	GAL	Tack Coat	\$ 4.62	\$ 8,708.70	\$ 8.00	\$ 15,080.00
6	30	EA	Manhole Cover Reset	\$ 463.84	\$ 13,915.20	\$ 475.00	\$ 14,250.00
7	4	EA	Valve Box Reset	\$ 86.25	\$ 345.00	\$ 175.00	\$ 700.00
8	1	LS	Concrete Gutter Allowance	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
9	1	LS	Traffic Control Markings	\$ 3,895.50	\$ 3,895.50	\$ 4,000.00	\$ 4,000.00
10	1	LS	Geometric Controls	\$ 1,100.00	\$ 1,100.00	\$ 1,250.00	\$ 1,250.00
11	1	LS	Erosion Control Measures	\$ 1,231.19	\$ 1,231.19	\$ 5,000.00	\$ 5,000.00
12	1	LS	Cleanup & Site Restoration	\$ 6,830.18	\$ 6,830.18	\$ 4,000.00	\$ 4,000.00
<b>TOTAL BASE BID</b>					<b>\$ 282,547.17</b>		<b>\$ 377,798.85</b>



R. Craig Sanford, PE, License No. 27863

**NOTICE OF AWARD**

Date of Issuance: \_ / \_ /2023

Owner: City of Spanish Fort

Owner’s Project No.:

Engineer: Goodwyn Mills Cawood, LLC.

Engineer’s Project No.: CMGM230037

Project: 2023 Rebuild Project General Canby Drive, Southern Way & Signal Hill Road

Contract Name:

Bidder: John G. Walton Construction Co., Inc.

Bidder’s Address: P.O. Box 81222, Mobile, AL 36689

You are notified that Owner has accepted your Bid dated October 5, 2023 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**2023 Rebuild Project General Canby Drive, Southern Way & Signal Hill Road**

The Contract Price of the awarded Contract is \$ 282,547.17. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

**[3]** unexecuted counterparts of the Agreement accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver the signed Agreement(s) and the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Owner: **City of Spanish Fort**

By (signature): \_\_\_\_\_

Name (printed): Michael M. McMillan

Title: Mayor

Contractor: **John G. Walton Construction Co., Inc.**

By (signature): \_\_\_\_\_

Name (printed): Roger Dixon

Title: Vice President

# **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between the **City of Spanish Fort, Alabama, an Alabama municipal corporation** (“Owner”) and **John G. Walton Construction Co., Inc.** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## **ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **2023 Rebuild Project General Canby Drive, Southern Way & Signal Hill Road– CMGM230037**

## **ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Resurfacing of various city streets. Project includes asphalt patching, asphalt overlay, and asphalt milling.**

## **ARTICLE 3—ENGINEER**

3.01 The Owner has retained Goodwyn Mills Cawood, LLC. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Goodwyn Mills Cawood, LLC.

## **ARTICLE 4—CONTRACT TIMES**

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within 60 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration

proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### **ARTICLE 5—CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

Two Hundred Eighty-Two Thousand, Five Hundred and Forty-Seven Dollars and 17/100, (\$ 282,547.17)

#### **ARTICLE 6—PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. **95** percent of the value of the Work completed (with the balance being retainage).
  - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. As per HB24, Act #2014-404, all monies not paid when due to the Contractor shall be entitled to interest from awarded authority, at the rate assessed for underpayment of taxes under Section 40-1-44(a), Code of Alabama, on the unpaid balance due.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 3. General Conditions.
  - 4. Supplementary Conditions.
  - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  - 6. Drawings (not attached but incorporated by reference) consisting of **9** sheets with each sheet bearing the following general title: **2022 Street Resurfacing – General Canby Loop, General Canby Dr., & Raphael Semmes Dr. for the City of Spanish Fort CMGM230037.**
  - 8. Addenda NONE.
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. N/A



10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as alternates highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:

City of Spanish Fort  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: Michael M. McMillan  
*(typed or printed)*

Title: Mayor  
*(typed or printed)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: City Clerk and Treasurer  
*(typed or printed)*

Address for giving notices:  
7361 Spanish Fort Boulevard  
Spanish Fort, AL 36527

*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

John G. Walton Construction Co., Inc.  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: Roger Dixon  
*(typed or printed)*

Title: Vice President  
*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
P.O. Box 81222  
Mobile, AL 36689

License No.: 20293  
*(where applicable)*

State: Alabama

## NOTICE TO PROCEED

Owner: City of Spanish Fort Owner's Project No.: \_\_\_\_\_  
Engineer: Goodwyn Mills Cawood, LLC. Engineer's Project No.: CMGM230037  
Contractor: John G. Walton Construction Co. Inc. Contractor's Project No.: \_\_\_\_\_  
Project: 2023 Rebuild Project General Canby Drive, Southern Way & Signal Hill Road  
Contract Name: \_\_\_\_\_  
Effective Date of Contract: \_\_\_\_\_

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on \_\_\_\_\_ pursuant to Paragraph 4.01 of the General Conditions.

The number of days to achieve Substantial Completion is 60 days from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion \_\_\_\_\_; and the number of days to achieve readiness for final payment is 90 days from the commencement date of the Contract Times, resulting in a date for readiness for final payment of \_\_\_\_\_.

Owner: **City of Spanish Fort**  
By (signature): \_\_\_\_\_  
Name (printed): Michael M. McMillan  
Title: Mayor  
Date Issued: \_\_\_\_\_

Contractor: **John G. Walton Construction Co., Inc.**  
By (signature): \_\_\_\_\_  
Name (printed): Roger Dixon  
Title: Vice President  
Date Issued: \_\_\_\_\_

**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.*

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Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines  
City Clerk

# INCEPTION LIGHTING

# PROPOSAL - SPANISH FORT, AL NORTH, EAST, SOUTH, WEST SIDES

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

DATE: February 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](mailto:permitclerk@cityofspanishfort.com)  
Office: 251-620-1051

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
	<b>INCEPTION LIGHTING COMPONENTS</b>		
1158 billable 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
	<b>INCEPTION LIGHTING INSTALLATION LABOR</b>		
1158 billable linear feet	Installation labor provided by a fully trained and certified Inception Lighting contractor for a single run of lights on 850 feet of horizontal roofline as specified.	\$7.50 Per linear foot	\$ 8,685.00
	<b>NOTES</b>		
225 billable 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 Inception Lighting holds contracts with TIPS, a Buying Cooperative, for ease of non-profit purchasing. System components contract #200105 / Installation labor contract We add 5% to actual linear footage for job site loss (miter cuts, etc) to create billable linear feet. This price does not include the cost of commercial installation equipment (lift) if needed. The city has indicated that it will provide a lift.  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	\$1.50 Per Linear foot	\$ 187.50
1158 billable linear feet	<b>OPTIONAL SERVICE AND MAINTENANCE AGREEMENT</b>	Typically \$1.00 - \$1.50 Per Linear Foot Per Year	TBD
	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)		TBD
	If Client requires Bonding, the cost of securing the bond is added to the invoice (typically 2.5% - 3.5%)	LOCAL SALES TAX @ 9.50% Tax waived if client provides a tax exempt form.	TBD
			<b>\$ 29,137.50</b>