

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

Regular Meeting
September 18, 2023
Spanish Fort Community Center
6:00 p.m.

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

Work Session September 5, 2023
Regular Meeting September 5, 2023

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

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

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

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

- IX. OLD BUSINESS
- X. NEW BUSINESS

Recognition of Keara Hunter as Mayor for the Day

Recognition of Distinguished Young Women Winner and Runner Up

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

Promotion Ceremony for Fire Department Employees

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

Resolution No. 1367-2023----A Resolution Authorizing the Mayor to Execute a Memorandum of Understanding Between the Baldwin County Commission, Baldwin County Sheriff's Office, Baldwin County Schools and the City of Spanish Fort

Resolution No. 1369-2023----A Resolution Authorizing the Mayor to Execute a Contract for Services between the City of Spanish

Fort, Alabama, and Goodwyn Mills Cawood, LLC

Resolution No. 1370-2023----A Resolution Authorizing the Mayor to Execute a Contract for Services between the City of Spanish Fort, Alabama, and Thompson Engineering

Public Hearing on Resolution No. 1371-2023 as follows:

Resolution No. 1371-2023----General Operations Budget for Fiscal Year 2023-2024

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

- XI. ADJOURN TO NEXT MEETING
Work Session and Regular Meeting, October 2, 2023

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

CALL TO ORDER

The City Council of the City of Spanish Fort, Alabama, met Tuesday, September 5, 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

City Attorney David Conner led the Invocation and Pledge of Allegiance.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

The minutes of the Meeting and Work Session of August 21, 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

Junior City Councilmember Ryan Turner and Councilmember Carl Gustafson gave reports on Junior City Council projects, including the community theater/talent show night and a community day of service.

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

PUBLIC PARTICIPATION

Ms. Tracy Robers, Chairperson of the Spanish Fort Public School Commission and city resident, reported on the July, 2022, through May, 2023, financial expenditures of the Public School Commission.

ANNOUNCEMENTS

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OLD BUSINESS

There was none.

NEW BUSINESS***Proclamation of the Month of September as Childhood Cancer Awareness Month in the City of Spanish Fort, Alabama***

Mayor McMillan issued a proclamation proclaiming the month of September as Childhood Cancer Awareness Month in the City of Spanish Fort. David Conner read the proclamation. Receiving the proclamation were Melissa Sprinkle, Kristen Box and Jennifer Berry on behalf of the Berry Strong Foundation and Webb Jackson and Abby Jackson on behalf of Joy of Life Gulf Coast.

Ordinance No. 643-2023

Mayor McMillan presented Ordinance No. 643-2023, an ordinance amending Ordinance No. 51-96 of the City of Spanish Fort changing the zoning classification of certain real property described as Lot 1 of Woodside Business Park, Spanish Fort, Alabama, from R-1 to B-2. David Conner explained the proposed Ordinance. Discussion followed. Mayor McMillan opened the public hearing. There were no speakers. Mayor McMillan closed the public hearing.

A motion was made by Councilmember J. R. Smith and seconded by Councilmember Curt Smith to adopt Ordinance No. 643-2023. 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. 1366-2023

Mayor McMillan presented Resolution No. 1366-2023, a resolution awarding a bid for the Caisson Trace pipe replacement project in the City of Spanish Fort, Alabama. Discussion followed.

A motion was made by Councilmember Curt Smith and seconded by Councilmember Gustafson to adopt Resolution No. 1366-2023, awarding a bid and approving a contract, subject to the addition of language allowing changes deemed necessary by the Mayor. 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. 1367-2023

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

Resolution No. 1369-2023

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

Resolution No. 1370-2023

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

Resolution No. 1371-2023

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

ADJOURNMENT

There being no further business before the Council, the meeting adjourned at 6:29 p.m.

Approved this ____ day of September 2023.

Rebecca A. Gaines
City Clerk.

Spanish Fort City Council

Minutes, Work Session, Monday, September 5, 2023

The City Council of the City of Spanish Fort, Alabama, met Tuesday, September 5, 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; to discuss security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or other infrastructures, the public disclosures of which could reasonably be expected to be detrimental to public safety or welfare; 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 Perry and seconded by Councilmember J. R. Smith to go into executive session at 4:28 p.m. to discuss the aforementioned matters. Mayor McMillan called for the polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan announced that the executive session would last approximately one hour and that the Work Session would resume upon the conclusion of the executive session. At 5:25 p.m., Mayor McMillan announced the executive session would continue approximately twenty additional minutes.

The Council reconvened at 5:58 p.m.

The Council discussed general municipal business.

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

Approved this _____ day of September, 2023.

Rebecca A. Gaines
City Clerk

ORDINANCE NO. 644-2023

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

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

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

SECTION 1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c). If the violation is a first violation of such provision of this Ordinance by the person cited, such person, in lieu of appearing in the municipal court at the time and on the date stated in the citation, may pay a fine of fifty dollars (\$50.00) stated in the citation plus the cost of court within ten (10) days from the date of such citation at the office of the municipal court clerk for the use of the City and other agencies as designated by law; except, however, that commercial establishments, institutions and construction sites may pay a fine of not less than one hundred dollars (\$100.00) stated on the citation plus the cost of court within ten (10) days from the date of such citation at the office of the municipal court clerk for the use of the City and other agencies as designated by law.

SECTION 3. Failure to comply with notice.

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

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

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

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

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

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

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

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

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

SECTION 6. Penalties.

(a). Any person found guilty of violating any provision of this Ordinance may be fined in an amount not to exceed five hundred dollars (\$500.00). Each day a violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

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

SECTION 7. Littering generally.

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

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

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

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

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

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

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

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

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

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

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

SECTION 11. Keeping residential property clean—General.

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

SECTION 12. Disposal of garbage.

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

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

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

SECTION 13. Disposal of trash in residential areas.

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

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

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

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

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

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

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

SECTION 15. Sweeping litter into street.

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

SECTION 16. Litter receptacles—Deposits restricted.

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

SECTION 17. Providing and placement.

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

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

SECTION 18. Standards.

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

- (1). Construction of such quality as to maintain original shape when placed at an outdoor location and reasonably resistant to rust and corrosion.
- (2). Constructed and designed or covered in such a manner as to prevent or preclude blowing of litter from the receptacle.
- (3). Be serviced frequently enough to prevent spillage from overflow and to prevent offensive odor.
- (4). Be maintained sufficiently to present an acceptable appearance.

SECTION 19. Removal.

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

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

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

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

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

(a). All persons creating or generating garbage, litter, waste or trash are responsible for seeing that it is disposed of in the manner provided by law. Persons disposing of garbage, litter, waste or trash must ensure that it is not illegally dumped. This responsibility includes not giving garbage, litter, waste or trash to a person for disposal who is not authorized to legally dispose of garbage, litter, waste or trash. For purposes of this Ordinance, any series of items found in the garbage, trash or other discarded material including, but not limited to, bank statements, utility bills, bank card bills and other financial documents, clearly bearing the name of a person shall constitute a rebuttable presumption that the person whose name appears on the material knowingly deposited the litter. Advertising, marketing and campaign materials and literature shall not be sufficient to constitute a rebuttable presumption of criminal littering under this subsection.

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

SECTION 22. Repealer Clause.

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict. 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 23. Severability Clause.

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

SECTION 24. Effective Date.

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

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

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

RESOLUTION NO. 1367-2023

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

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

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

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

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

ADOPTED and APPROVED this _____ day of _____, 2023.

Michael M. McMillan
Mayor

ATTEST:

Mary Lynn Williams, MMC
City Clerk

**Memorandum
of
Understanding**

between

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

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

The agencies enter this MOU for the purpose of operating an unified School Resource Officer Program within Baldwin County, which is intended to facilitate a cooperative effort by the participating agencies to effectively satisfy the requirements of the various roles as a School Resource Officer as defined by the National Association of School Resource Officers and to comply with the School Resource Program MOU between the Baldwin County Sheriff’s Office and the Baldwin County Public Schools (See Exhibit “A” for details).

I. Purpose

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

II. Goals

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

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

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

These primary goals are further broken down to include:

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

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

III. Baldwin County Sheriff's Office Responsibilities

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

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

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

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

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

IV. Municipal Law Enforcement Agency's Responsibilities

See **EXHIBIT "A"** for details under the following sections: Part IV-SRO & School Admin Specific duties/ Responsibilities; Part V-Operational Procedures; Part VI-Release of Law Enforcement Information; and Part VII-Miscellaneous.

V. Supervision

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

Charles F. Gruber, Chairman
Baldwin County Commission

Date

Sheriff Huey Hoss Mack
Baldwin County Sheriff's Office

Date

Mayor Michael M. McMillan
City of Spanish Fort

Date

Chief John Barber
City of Spanish Fort

Date

EXHIBIT “A”

MEMORANDUM OF UNDERSTANDING

BALDWIN COUNTY SHERIFF'S OFFICE



BALDWIN COUNTY PUBLIC SCHOOLS



BALDWIN COUNTY COMMISSION



WHEREAS, the Baldwin County Sheriff's Office (BCSO), the Baldwin County Commission (the "Commission"), and the Baldwin County Board of Education (the "Board" or "BCPSS"), (collectively referred to as "the Parties"), entered into a Memorandum of Understanding ("MOU") in 2017 in order to establish a mutually beneficial partnership known as the School Resource Officer Program;

WHEREAS, the Parties agree that students are generally less mature and responsible than adults; they often lack the maturity, experience, perspective, and judgment to recognize and avoid choices that could be detrimental to them; and they are more susceptible to outside pressures than adults;

WHEREAS, the Parties agree the vast majority of student misconduct can be best addressed through classroom and in-school strategies.

WHEREAS, the Parties, share a mutual desire of ensuring a learning environment that is free from the fear of crime, violence, and victimization.

WHEREAS, the Parties recognize the potential public safety benefits that the School Resource Officer Program has provided the students, teachers, and staff of the BCPSS and all the citizens of Baldwin County;

WHEREAS, the Parties desire to continue building and maintaining a positive relationship between law enforcement and the youth of Baldwin County;

WHEREAS, recent nationwide school safety and SRO issues and responses have necessitated a need to reassess the structure and understandings between the Parties;

WHEREAS, the Parties have determined that it is in the best interest of students, teachers, and personnel for the Parties to streamline an organizational structure within the School Resource Officer Program so that safety measures and crisis response are consistent and designed to minimize loss of life in the event of a crisis or emergency situation;

WHEREAS, the Parties find that cooperation by all law enforcement in the matters contained in this Agreement will increase the efficiency and effectiveness of providing the governmental function of law enforcement protection on the BCPSS campuses to the benefit of all the taxpaying citizens of Baldwin County.

WHEREAS, the Parties hereby enter into this newly proposed MOU setting forth the respective roles and responsibilities of the Parties regarding the use of SROs in the BCPSS. The purpose of this MOU is to continue the mutually beneficial partnership and task force known as the "Partnership" or the "School Resource Officer Program" in which that both the Board and law enforcement can continue to work

together and within to achieve shared goals. The purpose of this Partnership is to foster relations of mutual respect and understanding in order to build a positive and safe school environment and to facilitate effective and timely communication and coordination of efforts between and among all Parties;

WHEREAS, this MOU is intended only to outline expectations between the Parties, and it is not intended to create contractual or equitable obligations on the part of the Parties toward particular municipalities, students, parents, third parties, and/or any of the Parties' employees.

NOW THEREFORE, the Parties hereby deem it expedient to the accomplishment of the mission of the School Resource Officer Program to adopt this Memorandum of Understanding on the ____ day of _____, 2023 and identify the following as their purpose, goals, objectives, and procedures:

THE PARTIES AGREE AS FOLLOWS:

PART I. PURPOSE

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

PART II. GOALS

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

- Promote positive and supportive school climates, and

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

These primary goals are further broken down to include:

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

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

PART III. PARTIES' REPRESENTATIONS, WARRANTIES, AND RESPONSIBILITIES

A. BCPSS RESPONSIBILITIES

1. BCPSS has designated the Assistant Superintendent of Safety and Student Services as a primary point of contact (BCPSS POC) to implement the SRO Program at the school system level. The BCPSS POC will be responsible for maintaining ongoing communications with law enforcement personnel, including but not limited to the Sheriff, BCSO SRO commanders and supervisors, and each municipal SRO supervisor when necessary.
2. The BCPSS will pay \$60,000 for the salary of each SRO assigned to a school within the BCPSS, including three BCSO SRO supervisors who serve as substitute SROs (hereinafter "salary contribution funds"). These salary contribution funds will be allocated and transferred to the BCSO after receiving a list of all assigned SROs, BCSO SRO supervisors, and those SROs employed by municipal law enforcement agencies. BCPSS will pay these funds in advance of each fiscal quarter to the Commission who will then transfer the funds to the BCSO and/or the respective municipality upon approval by the Sheriff. In addition, BCPSS shall pay the BCSO \$80,000 to cover costs for the administration of this agreement.
3. The BCPSS will ensure that each assigned SRO will be provided a designated work area to allow the SRO to access technologies and to have any locked storage space for securing evidence and safety equipment and technology.
4. The BCPSS will be primarily responsible for handling student discipline within the confines of the school disciplinary process and Student Code of Conduct.
5. The BCPSS is responsible for ensuring that administrators are aware and receive training regarding the disciplinary process and law enforcement involvement in school discipline.
6. The BCPSS is responsible for communicating the role and responsibilities of the SRO to all school administration and staff.
7. The BCPSS shall provide and/or contribute up to \$5,000 dollars each year for in-service training and/or professional development attendance in order for the SROs to receive training in relevant topical areas in order to increase the effectiveness of the officers and their ability carry out their duties and responsibilities within the public school system.

B. BCSO RESPONSIBILITIES

18. The BCSO will as the primary agency and authority responsible for overseeing and coordinating the SRO program for the BCPSS.
19. The BCSO will oversee and address any SRO Program operational and administrative issues within the BCPSS and will serve as a consultant to the BCPSS regarding school safety and security issues including but not limited to overseeing safety assessments, SRO training(s), and critical incident response planning and training events.
20. The BCSO will provide primary SRO services to the schools which fall within the unincorporated areas of Baldwin County and the BCPSS' CTE and the alternative school.
21. For all other BCPSS schools located within a municipal jurisdiction, BCSO will engage the respective municipality to provide SRO services to schools which fall within the municipality's incorporated area. The BCSO will provide oversight and guidance regarding the provision of SRO services with all outside municipal law enforcement agencies.
22. In the event that a municipality is not subcontracted by BCSO to provide SRO services, the BCSO will provide SRO services to those schools.
23. The BCSO will provide oversight and as a central point of contact and response to all events that require a law enforcement response as it relates to the BCPSS.
24. The BCSO will provide SRO services for any Board meetings or other public meetings as requested by the Superintendent or his or her designee.
25. The BCSO will serve as a point of contact and representative for the BCPSS with regards to all responses or threats to school safety.
26. The BCSO will provide payment and accounting of all salary contribution payments to the respective municipalities who enter into an agreement with BCSO and that incorporates all terms and conditions outlined within this MOU.
27. The BCSO will provide coordination and oversight of any necessary SRO specific trainings, that should include annual active shooter and tactical response training for all SROs.
28. The BCSO will respond to all events that require a law enforcement response for the BCPSS.
29. The BCSO will identify a direct point of contact(s) between the BCPSS, the BCSO, and the other municipal law enforcement agencies (BCSO POCs). The BCSO POCs will maintain a working knowledge of school rules, regulations, and laws regarding student safety and conduct. The BCSO POCs will establish and maintain effective relationships with school personnel and the other municipal law enforcement agencies.
30. The BCSO will employ the BCSO SROs under this Memorandum. The BCSO will pay the remaining percentage of the BCSO SRO salaries. The BCSO SROs shall be the employees of the BCSO and shall be subject to the administration, supervision, and control of the BCSO, except as such supervision and control is subject to the terms and conditions of this Memorandum, including but not limited to those terms regarding the employment of SROs.
31. The BCSO agrees to provide pay and employment benefits to each assigned BCSO SRO in accordance with the applicable salary schedules and employment practices of the BCSO, including but not necessarily limited to sick leave, annual leave, retirement compensation, and all other applicable employment benefits. The BCSO SROs shall be subject to all other personnel policies and practices of the BCSO except as such policies or practices may have to be modified to comply with the terms of this Memorandum.
32. The BCSO, in its sole discretion, shall have the power and authority to hire, discharge and discipline BCSO SROs. The BCSO shall hold the BCPSS free, harmless, and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SROs.
33. The BCSO is responsible for assigning and supervising the BCSO SROs hours and schedule in compliance with all applicable state and federal laws. Specific SRO duty hours at a particular

school should be set by mutual agreement between the BCPSS, at the direction of the principal of the school to which the officer is assigned, and the BCSO, by the POC for the SRO program. Generally, the SRO's duty schedule will be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school, to include whenever possible, being visible patrolling the exterior and interior grounds during the opening and closing of school and during lunch periods.

34. Selection of the BCSO SRO and municipal SRO (collectively SROs):

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

- m. Ability to work with diverse groups;
- n. Ability to work cooperatively in a non-law enforcement environment with limited direct supervision
- o. Knowledge of BCSO's policies that pertain to juveniles and schools;
- p. Knowledge and familiarity with available BCSO resources;
- q. Creative problem solver;
- r. Conflict resolution skills;
- s. Knowledge of the Juvenile Code and Juvenile Court procedures;
- t. Ability to effectively provide instruction to youths;
- u. Ability to communicate professionally and deliver presentations effectively to various groups including parents, educators, and community members;
- v. Organization and communication skills;
- w. Completion of Instructor Development Training before or after selection, and;
- x. Supervisory recommendation

35. Initial Training of SRO:

All officers selected for the SRO program shall, within the first 6 months after receiving their assignments, and at least once every two years thereafter, receive the following training after being selected for the program:

- a. Mental Health Specific Training and Crisis Intervention Training in accordance with established and certified state standards.
- b. Disability awareness training.
- c. Trauma-Engaged and Restorative Justice techniques.
- d. Cultural Competency Training that is provided to BCSO staff.

PART IV. SRO AND SCHOOL ADMINISTRATION SPECIFIC DUTIES AND RESPONSIBILITIES

A. SRO

- 1. The SRO is a sworn BCSO officer or sworn municipal law enforcement officer assigned to provide the law enforcement expertise and resources to assist school staff(s) in maintaining

safety, order, and discipline within their assigned school(s). To be an SRO, an officer must first meet all the following basic qualifications:

- a. Shall be a commissioned officer, certified by the Alabama Peace Officers, Standards and Training Commissions as a law enforcement officer whose certification is in good standing and who has successfully completed active shooter training approved by the Alabama State Law Enforcement Agency;
 - b. Should possess a sufficient knowledge of the applicable Federal and State laws, City and County ordinances, and Board of Education policies and regulations;
 - c. Should be capable of conducting in depth criminal investigations;
 - d. Should possess even temperament and set a good example for students; and
 - e. Should possess communication skills which would enable the officer to function effectively within the school environment;
2. The SRO should not become involved in routine school matters such as administrative actions or actions not directly related to the safety of the students and staff. The SRO should refrain from functioning as a school disciplinarian and should not intervene in school discipline matters. The discipline of students will remain the responsibility of the school faculty and administrators. At any time, the SRO may become involved when a school administrator has a safety concern that cannot be addressed by the school's safety and security staff.
 3. As a general practice, unless there is a clear and imminent threat to safety, requests from school staff for SRO or other law enforcement assistance are to be channeled through a school administrator.
 4. The SRO will maintain office space as space becomes available at each school, will stay highly visible throughout the campus of each school, and will respond to law enforcement needs of each school as needed. The SRO should not spend all day in the SRO's office space.
 5. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff should be reported immediately to the Police Department. In an emergency situation, the school should call 911 and also notify the SRO. In a non-emergency situation, the school should notify the SRO or call the non-emergency BCSO number if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.
 6. The SRO will provide educational instruction and serve as mentor and role model in matters pertaining to behavioral issues and the criminal justice system.
 7. SROs' duty schedules should be organized to provide coverage throughout the school day, which may vary by school. SROs provide a visible deterrent to crime and should be visible patrolling the exterior and interior grounds.
 8. The SRO should wear the regulation uniform and operate a marked police vehicle while on duty unless otherwise authorized by the SRO's supervisor for a specific purpose.
 9. SROs should be present and available to respond on campus every day that school is in session. In the event an SRO is absent or needs to be absent from work, the SRO shall notify both his or her SRO Supervisor and the principal of the school to which the SRO is assigned. The BCSO (or the applicable municipal law enforcement agency) agrees to assign another SRO for the SRO who is absent. In the event an SRO is absent due to illness or disability for a period of ten (10) consecutive workdays, the BCSO (or the applicable municipal law enforcement agency) agrees to employ and/or assign a substitute SRO to assume and perform the duties of the SRO who is absent from work. In the event that a local municipal law enforcement agency is unable to supply a substitute SRO to be on campus in the assigned SRO's absence, the SRO supervisor should inform the BCSO POC so that the BCSO can supply a substitute SRO during the absence.
 10. The SROs should assist school administrators in developing school crisis, emergency

management, and response plans. These plans should be shared with the BCPSS POC and the BCSO POC.

11. The SROs will work with administrators in problem-solving to prevent crime and promote safety in the school environment. SROs are expected to collaborate with school administrators and other school personnel to support positive school climates that focus on resolving conflicts, reducing student engagement with the juvenile and criminal justice systems, and diverting youth from courts when possible.
12. SROs will be responsible for lesson plans to be presented to the immediate supervisor. The plans will be approved by the chain of command and in the school before implementation. Topics of instruction will include crime prevention and safety, conflict resolution, restorative justice, and crime awareness as well as others decided upon. Any brochures or other materials that will go out for dissemination to the public about the SRO program should be approved by the SRO supervisor and the BCSO POC and the BCPSS POC.
13. A Patrol Deputy or Deputies will respond to school related law enforcement calls when the SRO is unavailable due to teaching a class or any other unavailability. Investigators should attempt to coordinate with the SRO before contact is made with suspect students.
14. The SRO will work closely with the administrative staff on the enforcement of criminal laws broken by students. This will be pursued in a fair and consistent manner. The teamwork approach between the schools and the SRO will be used, but the final decision to arrest is that of the SRO.
15. Communication and cooperation will occur between the schools, school system, and the BCSO or municipal law enforcement agency. However, the SRO's chain of command and ultimate supervision is always within the BCSO or the respective law enforcement agency.
16. Each SRO is responsible for maintaining his or her law enforcement officer certification in good standing and annually completing and passing the firearm requalification required of all law enforcement officers by the Alabama Peace Officers' Standards and Training Commission. The BCSO or the respective municipal law enforcement agency is responsible for overseeing and ensuring compliance with the above
17. Each SRO must carry a non-lethal weapon and must be trained in the appropriate use of that non-lethal weapon. The BCSO is responsible for overseeing and ensuring compliance *with* such training.
18. The BCSO will administer, supervise, and evaluate the SRO position with input from the Superintendent and the Administration of prescribed schools.
19. As previously described, SROs serve multiple roles in schools. The roles are interrelated, but all are carried out with the aim to contribute to school safety and security and to promote positive and supportive school climates. The SRO is expected to serve in the following roles:

- a. Law Enforcement Officer:

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

appropriate for restorative justice alternatives.

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

b. Law-Related Educator:

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

c. Informal Mentor and Role Model

- Students often seek approval, direction, and guidance from adults in the school setting about various problems. Through formal and informal interaction with students, SROs serve as informal mentors and role models. SROs are expected to communicate clearly to students about acceptable and unacceptable behavior, to set a positive example in handling stressful situations and resolving conflicts, to show respect and consideration of others, and to express high expectations for student behavior. Students who may need additional assistance should be referred to a school-based resource.

B. SRO SUPERVISORS

SRO Supervisors provide first line leadership and are tasked with specific duties, which include, but are not limited to:

1. Provide timely notifications to the BCSO POC and the BCPSS POC regarding matters related to BCPSS building safety and student safety.
2. At the request of a school principal, SRO supervisors should attend Parent Teacher Association meetings, on a case-by-case basis to discuss significant issues affecting the school community.
3. Provide supervision and assistance with problem solving and development opportunities for SROs.
4. Provide planning, budget, management, and agency leadership for the SRO Program.
5. Meet with their SROs on a continual basis at their schools to observe their performance of duty.
6. Meet with school principals before the start of, and throughout the school year.
7. Mitigate conflicts and/or clarify expectations in situations where there are ambiguous or overlapping policies or practices.
8. Ensure that their assigned SROs receive initial and relevant recurrent training.
9. Act as a resource to the BCSO and the BCPSS consistent with the BCPSS District-Wide Emergency Response Plan.
10. Ensure staffing for each school is provided in the event that the assigned SRO is absent.
11. Undergo training in trauma-engagement, restorative justice, cultural competence, mental health, and disability awareness. This training will be provided by BCSO staff.
12. Coordinate and collaborate with the BCSO POC and the BCPSS POC regarding all aspects of the SRO program.

C. ASSISTANT SUPERINTENDENT OF SAFETY AND STUDENT SERVICES (BCPSS POC) AND SCHOOL PRINCIPALS' UNDERSTANDINGS AND DUTIES

1. The School Principal in conjunction with the BCPSS POC will serve as a POC for their individual campus. The BCPSS POC, as previously mentioned, will serve as the District point of contact. Both the school principal and the BCPSS POC will ensure the coordination of resources, responses, and effective information sharing/notification between all entities.
2. The School Principal and BCPSS POC will establish and maintain a working knowledge of, and adhere to, all laws, ordinances, and regulations of all appropriate government agencies, general orders, report writing manual, applicable personnel regulations, written policies, and procedural directives, as well as possess knowledge of school rules, regulations, and laws regarding student safety and conduct.
3. The School Principal and BCPSS POC will establish and maintain effective relationships with school personnel and appropriate agencies to ensure a continued commitment to keep schools safe for all students to reach their learning potential.
4. The School Principal and BCPSS POC will assist in developing policies, procedures, and training programs to enhance the professional development of the SROs and other school personnel.
5. It is the responsibility of the Principal to facilitate effective communication between the SRO and the school staff.
6. The Principal of the school should meet regularly with the assigned SRO. This meeting shall

- not be delegated to other administrative staff on a regular basis.
7. The School Principal and BCPSS POC should compile real-time data on all SRO actions to include but not be limited to arrests, field contacts, and all use of force events.
 8. School principals should review the SRO Program MOU annually and make sure that all staff are aware of school-specific operational and communication procedures that support the goals of the SRO program.
 9. The School Principal and BCPSS POC should understand that the SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the police officer's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All *criminal activity*, including but not limited to terroristic threats of violence or harm to the school or individuals at the school and firearm possession, that comes to the attention of the principal or school staff should be reported immediately to the SRO and the corresponding law enforcement agency.
 10. In an emergency situation, the school should call 911 and also notify the SRO. In a non-emergency situation, the school should notify the SRO or call the non-emergency law enforcement agency number if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.
 11. Any criminal enforcement action taken by the SRO which results in the charging of a student with a crime should be supported by the principal and/or school employees by their appearance in court, when necessary, to provide testimony essential to the case. Consistent with the Release of Student Information provisions of this MOU, a subpoena or legal equivalent may be required and should be provided to the principal and/or school employee for any testimony requiring the disclosure of student records of the information contained therein.
 12. The school principal should provide a work area for the SRO that is equipped with a telephone. It is recommended that the area have a locked storage area for securing contraband and/or safety equipment. The SRO will be responsible for arranging for the destruction of any illegal substances that will not be used for prosecution.
 13. Any computer provided and/or assigned to the SRO should be capable of running software applicable to the SRO's duties. School principals, or their school administrator designees, should furnish student record information to SROs only to the extent that school record information is: (1) Directly relevant to a criminal investigation in a matter that cannot be resolved through school disciplinary procedures, or (2) the SRO requires the information to protect the health or safety of a student or other person in an emergency situation, as described in the MOU under Health and Safety Emergency, or its equivalent replacement application; (3) any other applicable reason outlined and allowed under federal or state law. The BCPSS POC's should understand that the SRO may have access to other student record information only when needed in accordance with FERPA and in order to carry out their duties in the school environment and only as approved by the school principal.

PART V. OPERATIONAL PROCEDURES

A. DIFFERENTIATING DISCIPLINARY MISCONDUCT FROM CRIMINAL OFFENSES

1. School administrators and personnel are responsible for school discipline. Although SROs are expected to be familiar with the school code of student conduct, the rules of individual schools, and their application in day-to-day practice, SROs should generally not be involved with the enforcement of school rules or disciplinary infractions that are not violations of law. The consequences of student misconduct should be effective, developmentally appropriate, and fair.

Interventions and school sanctions should help students learn from their mistakes and address root causes of misconduct. School administrators should consider alternatives to suspensions and expulsions, and law enforcement officials should consider alternatives to involvement with the juvenile and criminal justice systems for student violations of law.

2. The principal or principal's designee and the SRO should use their reasoned professional judgment and discretion to determine whether SRO involvement is appropriate for addressing student conduct. In such instances the guiding principle is whether conduct rises to the level of criminal and delinquent conduct that (1) poses substantial harm to the physical well-being of another person or (2) is willful and malicious and causes substantial harm to the property of the school or (3) constitutes the taking of property of substantial value belonging to another with intent to permanently deprive the property owner of the property. The Parties acknowledge that it may be appropriate for school administrators, rather than the SRO, to deal with low-level offenses including but not limited to misdemeanor allegations of threats, assault and battery, larceny, receiving stolen property, and willful, malicious, or wanton destruction or injury to personal property. School staff should not ask an SRO to serve as a school disciplinarian or enforcer of school regulations.

B. POLICE INVESTIGATION AND QUESTIONING

1. The SRO, like any other law enforcement officer, has the authority to stop, question, interview, and take law enforcement action with students who may have information about criminal activity. However, the investigation and questioning of students, in a law enforcement capacity, during school hours or at school events regarding criminal activity in the community should be avoided unless immediate action is required to prevent an act of violence.
2. The interviewing of students, whether as suspects, victims, or witnesses, should be conducted privately in an office setting. SROs should take steps to ensure minimal intrusion into the educational experience of students being questioned in the school setting. SROs are responsible for leading the investigation and questioning of students related to suspected violations of criminal law. SROs should generally not be included in the investigation and questioning of students about student code of conduct violations that do not involve any criminal activity or risk of harm to self or others. School administrators are responsible for the investigation and questioning of students about violations of the code of conduct.
3. The SRO should comply with all applicable laws and regulations in regard to investigations involving criminal activity and the questioning of students.
4. In addition, the Parties acknowledge that BCPSS staff have the right to be present during *any* questioning of students, and each SRO should inform school administration before any such questioning takes place.
5. The principal or his designee should be notified as soon as practical of any significant enforcement events. SROs should coordinate activities so that action between the agencies is cooperative and in the best interest of the school and public safety.
6. The SRO should inform the SRO Supervisor and the building Principal of any crime(s) or leads that come to the attention of the SRO. Likewise, the SRO should be kept advised of all investigations that involve students from his/her assigned schools.

C. ARREST PROCEDURES

SROs are expected to be familiar with the school rules and their application with school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal for action. Any questions related to the enforcement of rules versus law violations within the school should be discussed with the principal, the SRO Supervisor, the BCSO POC, and the BCPSS POC. This specifically

applies to general standards of conduct. The following procedures will be adhered to where arrest of students or staff becomes necessary:

1. Whenever practical, arrests of a student or staff member should be accomplished outside of school hours in order to not disrupt the educational process or school setting. Arrests that must occur during school hours or on school grounds should be compliant with all applicable laws and should be coordinated through the school administrator to minimize potential disruption. When circumstances do not allow for prior coordination through the school administrator, arrests will be reported to the school administrator as soon as possible.
2. Persons whose presence on school grounds has been restricted or forbidden, or whose presence is in violation of the law, should be arrested for trespassing.
3. The arrest of a student or member of the staff during school hours or on school grounds should be reported to the school principal as soon as practical if the principal is not present for the arrest.
4. After an arrest, the SRO will be responsible in the handling of arrest paperwork and transporting the arrestee (juvenile or adult).
5. Notification to Parents: the SRO, in conjunction with the principal, should take immediate steps to notify the juvenile's parent, guardian, or a responsible adult that the juvenile is in custody. SROs are expected to be familiar with school rules and their application within the school system.
6. Routine rules that can be handled administratively through the disciplinary process should not be handled as violations of law, but rather be referred to the principal for administrative action. Any questions related to the enforcement of rules versus laws within schools should be discussed with the principal, the SRO Supervisor, the BCSO POC and the BCPSS POC.

D. SEARCH AND SEIZURE

1. All searches should be conducted in accordance with the United States Constitution, state laws, and applicable BCPSS and BCSO policies and guidelines.
2. School officials may conduct searches of student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion, which is less than probable cause. (*New Jersey v. T.L.O.*, 469 U.S. 325 (1985)).
3. The SRO should not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches should be at the direction and control of the school official.
4. All searches should occur outside the presence of students and school staff, with the exception of school administrators present, unless there is a clear and immediate threat to physical safety.
5. Prior to entering the alternative school, all students and parents are required to complete an orientation session which includes an overview of the school rules and policies. Students are required to sign a contract which includes an agreement to be searched at the school with or without notice. Notice of the routine search requirement reduces the alternative school student's expectation of privacy and is an exception to the administrative search policy.

E. PHYSICAL INTERVENTION BY SRO

1. An SRO should not be involved in the physical restraint or seclusion of a student initiated by school staff unless there is imminent danger of serious physical harm to self or others as defined by Baldwin County School Board Policy and Procedures on the Use of Physical Restraint and Seclusion.
2. SROs may intervene to deescalate situations to prevent an act of violence.
3. Any physical restraint of a student by an SRO or school security officer should also be administered

- in accordance with that SRO's department policies and should be documented appropriately.
4. Physical intervention by SROs should be undertaken in accordance with policies and operational procedures of the BCSO and state law regarding physical intervention and use of force by a law enforcement officer.
 5. If an SRO is involved in the use of restraint or physical intervention, the action should be reported to the school administrator and the SRO's supervisor and the rationale for the action should be fully documented.
 6. SROs should be aware of the ALSDE's policies and guidelines on seclusion and restraint and related local school board policies and may attend training offered by the local school system on their use of seclusion and restraint by school personnel. However, SROs should continue to operate by the policies and operational procedures of the BCSO, their respective law enforcement agencies, and state law regarding physical intervention and use of force by a law enforcement officer.
 7. Additionally, if the SRO physically intervenes with a student, BCPSS and the BCSO or the respective law enforcement agency should coordinate to ensure that reasonable effort is made to inform the parents or legal guardians of such student on the same day as the occurrence of the physical intervention.

F. ADMINISTRATIVE HEARINGS

1. The SRO should attend suspension and/or expulsion hearings upon the request of the school principal. The officer should be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO. The SRO should make available any physical evidence that is available. Unless otherwise arranged, it will be the responsibility of the SRO to transport and safeguard any physical evidence, such as weapons that are needed at the disciplinary hearing.
2. The SRO should not provide any official law enforcement document or juvenile record to the school or expulsion officer. As a general rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.
3. When a subpoena for official records, reports, or documents, for an administrative school hearing are received from a parent or outside third party by the BCSO or any other law enforcement agency that provides an SRO to the BCPSS, any action should be coordinated with the SRO supervisor, who will be prepared to brief the chain of command and Sheriff of the related case.

G. INFORMATION SHARING AND RELEASE OF STUDENT INFORMATION

1. A critical element of the SRO program is an open relationship and strong communication between the school principal and the SRO. Each SRO should meet regularly with the assigned school principal(s) for the purpose of exchanging information about current crime trends, problem areas, cultural conflicts, or other areas of concern that may cause disruption at the school(s), or within the community. SROs should share reports of certain acts to school authorities when allowed and when it may impact the school day and school safety.
2. The release and sharing of student records is governed by Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99. Specifically, this is to include the following:
 - a. SROs will be provided access to records concerning any pupil enrolled in a school in accordance with all applicable State and Federal laws and regulations including, but not limited to FERPA. "School officials" may access and disclose student records only as authorized by FERPA.
 - b. Consent access. An SRO or other law enforcement officer may have access to a student's education records with written consent of the student's parent or legal

- guardian or of the student if the student is 18 years or age or older.
- c. SRO access. For purposes of access to student records, SROs may be considered “school officials with a legitimate educational interest” in reviewing information from student education records covered by FERPA, and may be provided student information as needed to carry out their duties related to the school environment, provided such SROs perform a function or service for which the school would otherwise use employees (e.g., maintaining the physical safety and security of the school) and comply with the use and re-disclosure requirements set forth in 34 C.F.R. § 99.33.
 - i. SROs may have access to (i) information on students in their assigned schools that include directory information and additional items needed to carry out their duties, such as class schedules, as approved by the school administrator, and (ii) directory information for all students in the school division.
 - ii. While, as noted above, SROs are always under the control of the BCSO or their respective municipal law enforcement agency, in carrying out their law enforcement duties, SROs will respect the confidentiality of student education records as other school officials would.
 - iii. BCSO understands that unless a FERPA exception applies that would permit disclosure to law enforcement by any school official (e.g., in the context of a health or safety emergency or in response to a subpoena), SROs will not share protected student record information with their respective law enforcement agency.
 - d. Health or Safety Emergency Exception. Pursuant to 34 C.F.R. § 99.36, in the event of an articulable and significant threat to the health or safety of a student or other individuals, school officials may disclose any information from student records to appropriate parties, including law enforcement officials, whose knowledge of the information is necessary to protect the health or safety of the student or other individuals. Law enforcement officials seeking access to records under the health and safety emergency exception should contact the student's school principal and must present sufficient information for the principal or their designee to make the determination that a health and safety emergency exists, within the requirements of FERPA. If the request is made outside of school hours when the school principal is not available, the request may be directed to BCPSS POCs, to coordinate a response. If student information is disclosed under this exception, the student's file should contain a description of the articulable and significant threat that formed the basis for the disclosure and the parties to whom the information was disclosed.
 - e. SRO disclosure of law enforcement records. For purposes of access to student records, SROs may be provided student information as needed to carry out their duties related to the school environment. SROs may disclose law enforcement records created and maintained by the SRO for the purpose of maintaining the physical security and safety of the school or the enforcement of laws. Because law enforcement records are not student records, they are not subject to the disclosure requirements of FERPA.
3. Baldwin County Sheriff's Office access to BCPSS Information. BCSO officials who are not part of the SRO Program may have access to student record information without parent permission and consent only if the following conditions are met, and the BCPSS has reviewed and approved the request(s) for information:
- i. BCPSS has designated the information as "directory information", and the parent or eligible student has not opted out of the disclosure; or
 - ii. The knowledge of student record information is needed to protect the health and safety of a student or other person in an emergency situation; or
 - iii. The BCPSS is presented with a search warrant or subpoena;
 - iv. Other valid court order requiring the release of student records; and/or

- v. Any other legally valid and applicable reason.
4. Directory Information items designated as "directory information" are determined by the BCPSS and are published in its Annual Notification each year. The information of students whose parents have opted out of the disclosure of such student information will be withheld. Directory information that may be disclosed to an SRO may include:
 - The student's name, including nickname(s)
 - Participation in officially recognized activities and sports
 - Height and weight if a member of an athletic team
 - Birth date
 - Attendance record, defined as beginning and end dates of enrollment, not daily record of attendance
 - Degrees, awards, and honors received
 - School and grade
 - Photographs and other images
 - Name of parent/guardian/individual with whom student lives
 5. When appropriate, and to the extent allowable by law, BCPSS should notify SROs of any special needs of a student involved in a school-based infraction that is not routine discipline in order to assist the SRO in recognizing and accommodating behaviors that may be manifestations of the student's disability.

PART VI. RELEASE OF LAW ENFORCEMENT INFORMATION

Consistent with the basic tenants of relationship between the school principal and the SRO, open communication is essential to effectiveness. SROs should exchange information with the school principal regarding students' involvement in criminal activity in and around the school. This should be limited to that which directly relates to and contributes to the safety of the school environment. SROs should not make any official documents, reports, or records available to the school or its staff unless in compliance with applicable law.

PART VII. MISCELLANEOUS

- A. This policy represents mutually agreed goals and objectives of the Baldwin County Sherriff s Office and the Baldwin County Public School System for the School Resource Officer Program. This endeavor is a partnership between education and law enforcement to support a collaborative, problem solving approach to the epidemic growth of violence in schools. Regular meetings should be conducted between the BCSO, the BCPSS POC, the Legal Counsel's Office, and the Communications Department to support this partnership.
- B. This Memorandum of Understanding remains in force until such time as either party withdraws from the agreement by delivering a written notification of such rescission to the other party. It should be reviewed annually and amended at least once every two years, or at any time upon the request of any party and as necessary to meet the needs of the signatory agencies. This Memorandum of Understanding shall not be construed to create or substantiate any right or claim on the part of any person or entity which is not party hereto.
- C. Nothing in this Agreement shall be construed as a limitation on the powers, rights, authority, duty, and responsibilities conferred upon either Party under Alabama law.
- D. Liability. Each party is solely responsible for the act(s) and omission(s) of its own officers, employees, officials, agents, and representatives and each party maintains all defenses and affirmative defenses afforded under State and Federal law concerning immunity.

- E. In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.
- F. The failure of either party to enforce one or more provisions of this Agreement with respect to any particular breach shall not be deemed or construed to constitute a waiver of any other breach of this Agreement.
- G. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter contained herein and supersedes all prior agreements concerning the same subject matter, whether written or oral. This Agreement may be modified only by a writing signed by both parties.
- H. The parties may execute this Agreement in counterparts. The parties represent and warrant that each respective signatory is fully authorized to enter into and to execute this Agreement on behalf of the named party.

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IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and year first stated hereinabove.

Huey Hoss Mack, Sherriff
Baldwin County Sherriff's Office

Eddie Tyler, Superintendent
Baldwin County Board of Education

Charles F. Gruber, Chairman
Baldwin County Commission

RESOLUTION NO. 1369-2023

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT FOR SERVICES BETWEEN THE CITY OF SPANISH FORT,
ALABAMA, AND GOODWYN MILLS CAWOOD, LLC**

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 Goodwyn Mills Cawood, LLC, for the preparation of plans and specifications for construction of the Spanish Fort Causeway Site Improvements 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 execute a contract for services with Goodwyn Mills Cawood, LLC, for the preparation of plans and specifications for construction of the Spanish Fort Causeway Site Improvements Project in the City of Spanish Fort, in accordance with the preliminary cost estimate which is attached hereto as Exhibit 1, and contract which is attached hereto as Exhibit 2, 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
City Clerk

**AGREEMENT FOR ENGINEERING SERVICES
CMOB 230087**

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the **CITY OF SPANISH FORT**, hereinafter referred to as the OWNER, and **GOODWYN MILLS CAWOOD, LLC**, hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER desires to have professional engineering services and consultation performed relative to the preparation of plans and specifications for construction of **SPANISH FORT CAUSEWAY SITE IMPROVEMENTS IN THE CITY OF SPANISH FORT, ALABAMA**, hereinafter referred to as the Project.

WHEREAS, OWNER desires to retain the ENGINEER as its engineering and consulting firm for the Project;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the OWNER and ENGINEER do agree, each with the other, as follows:

ARTICLE 1. Basic Services.

Design Phase

- 1.1 Prepare for incorporation in the Contract Documents final drawings that show the character and extent of the Project (hereinafter called "Drawings").
- 1.2 Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits and approvals typically required by law for similar projects.
- 1.3 Preparation of and application of all permitting, including environmental permitting as defined in Article 2. County Health Department Permitting, ADEM Stormwater permitting, ALDOT permitting and other permitting shall be considered Additional Services.
- 1.4 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Project Cost prepared by ENGINEER.
- 1.5 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents. The preparation of these documents is conditioned upon the OWNER or its legal counsel providing confirmation in writing as to whether the Project is sales tax exempt, and the OWNER shall hold the ENGINEER harmless therefrom.
- 1.6 Furnish copies of the above documents and present and review this in person with OWNER.

Bidding Phase

- 1.7 After the OWNER's acceptance of the plans and specifications as well as ENGINEER's most recent estimate of probable Project cost, and upon OWNER's authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding Phase. This phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase.
- 1.8 The ENGINEER will assist the OWNER in preparing the Contract Documents, the bid and any pre-qualification packages, and any necessary advertisements, in receiving bids and any pre-qualification applications for the Project, in conducting any pre-bid conferences and bid openings, and in making recommendations for qualifying contractors and awarding contracts for construction. For projects subject to the competitive bid law, the OWNER is responsible for the final determination of the lowest responsible and responsive bidder to whom a construction contract is awarded, shall obtain such legal counsel as necessary to make that determination, and shall hold ENGINEER harmless therefrom.
- 1.9 Issue addenda as appropriate to clarify, correct or change the bidding documents.
- 1.10 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.11 Consult with and advise OWNER as the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
- 1.12 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and assembling and awarding contracts for construction, materials, equipment and services.

Construction Phase

- 1.13 The ENGINEER will participate in a Pre-Construction Conference prior to commencement of Construction of the Project.
- 1.14 The ENGINEER will make recommendations to the OWNER as to the relative merits of materials and equipment related to ENGINEER'S plans.
- 1.15 The ENGINEER will check and approve any necessary shop and working drawings furnished by contractors related to ENGINEER'S plans.
- 1.16 The ENGINEER will interpret the ENGINEER'S plans and specifications to protect the original intent of the design as approved by the OWNER, and advise the contractor(s) accordingly. The ENGINEER will not, however, guarantee the performance of any contractor.

- 1.17 The ENGINEER will provide part-time engineering observation of the work of the Contractor as construction progresses, including monthly site visits as are necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work and to determine, in general, if such work is proceeding in accordance with the Contract Documents. The ENGINEER does not guarantee the performance of the Contractor by the ENGINEER's performance of such construction observation. The ENGINEER's undertaking hereunder shall not relieve the Contractor of his obligation to perform the work in conformity with the Contract Documents, including plans and specifications, and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
- 1.18 The ENGINEER shall have no responsibility for any Contractors' means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs or safety practices, nor shall ENGINEER have any authority or responsibility to stop or direct the work of any Contractor. However, ENGINEER shall have the authority to reject work which does not conform to the Contract Documents.
- 1.19 The ENGINEER will make a final review of the completed improvements to assess compliance with the engineering Contract Documents, including plans and specifications, and will make necessary recommendations to the OWNER.
- 1.20 The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon acceptance of Contractor's work by OWNER. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times with respect to the separate contracts. Time extensions or time overruns on the construction contract will require an extension of the engineering services for this phase along with an equitable adjustment to compensate ENGINEER for such additional services.
- 1.21 ENGINEER shall not be responsible for the acts or omissions of any Contractor or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. ENGINEER shall not be responsible for the adequacy of the Contractor's safety program, safety supervision, or any safety measure which the Contractor takes or fails to take in, on, or near the project site.

ARTICLE 2. Additional Services

The following scope of services shall be considered additional work from the Basic Services outlined in Article 1. Unless the Additional Services are authorized in Article 4, Compensation, in this Agreement, then the OWNER and ENGINEER shall agree through a written amendment hereto, for the ENGINEER to furnish, or obtain from others, additional services of the types listed below. These services will be paid for by the OWNER as indicated in the Agreement.

- 2.1 Geotechnical Investigations and Report including but not limited to soil borings and physical

testing of materials and equipment to be incorporated in the work and other such analysis or testing when necessary or deemed advisable by the ENGINEER for the design of the Project.

- 2.2 Geotechnical Materials testing services during construction, including but not limited to collection and testing of concrete cylinders, density testing of compacted soils, asphalt testing, laboratory tests of soils and materials.
- 2.3 Once the regulatory permits, including those outlined in Article 1, are submitted to the regulatory agencies, the ENGINEER will monitor the permitting process and all such time for tracking and monitoring and for re-submittal to an Agency who had lost the application, shall be considered as an Additional Service. Tracking and monitoring will consist of telephone calls, meeting with Agency personnel, and courier services.
- 2.4 Performing Stormwater Permitting Services including preparation of ADEM permits and BMP Plans and performing Stormwater Inspection Services during Construction.
- 2.5 Performing survey work for preparation of easements and deeds, courthouse research, easement preparation and acquisition, property preparation and acquisition (including right of way), research of legal documents, boundary surveys, and post construction services.
- 2.6 Performing survey work for engineering controls and construction staking costs, which include alignment, grade and benchmark control staking.
- 2.7 Preparation, submittal and tracking of permits required from the following agencies or any other regulatory agency, other than those specific permits listed in Article 1, Final Design Phase: US Fish & Wildlife Service, Alabama Historical Commission, Soil Conservation Service, EPA, Corps of Engineers, ADEM, County Health Department. Performing environmental permitting and investigation work including but not limited to wetlands delineation, wetlands mitigation, and field and office work associated with assisting the OWNER in obtaining agency approvals.
- 2.8 Preparation of applications and supporting documents (in addition to those furnished under Article 1, if applicable) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.9 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.10 Services resulting from significant changes in the scope, extent, or character of the portions of the Services designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

- 2.11 Providing renderings or models not defined as part of construction plans for OWNER's use.
- 2.12 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
- 2.13 Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
- 2.14 Additional survey, drafting and field work to prepare Record Drawings showing appropriate record information should the annotated record documents received from Contractor be insufficient for the preparation of the Record Drawings.
- 2.15 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
- 2.16 Assisting OWNER in consultations and discussions with Contractor concerning issues of warranty work required of the Contractor during the specified warranty period.
- 2.17 Preparation of Operations and Maintenance manuals.
- 2.18 Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- 2.19 Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

ARTICLE 3. Responsibilities of the OWNER

OWNER agrees to provide ENGINEER with complete information concerning the requirements of the project and to perform the following services:

- 3.1 The OWNER shall provide all criteria and complete information as to the OWNER's requirements for the Project and shall furnish all design and construction standards which the OWNER will require to be included in the engineering plans, specifications, and operational narrative.
- 3.2 The OWNER will assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project.

- 3.3 Hold promptly all required meetings, serve all required notices, fulfill all requirements necessary in the development of the project, and pay all costs incidental thereto.
- 3.4 The OWNER shall arrange for access to and make all provisions for the ENGINEER to enter upon public and private property to perform surveying, testing and other data collection as required for ENGINEER to perform services under this Agreement. OWNER shall appoint and designate in writing a person to act as OWNER's site access representative for such purpose, and shall include contact information for the individual so designated. OWNER agrees to hold the ENGINEER harmless from any and all claims, actions, damages and costs, including but not limited to attorney's fees, arising from OWNER's arrangements and provisions for access to property.
- 3.5 Furnish ENGINEER with a copy of any design and construction standards he shall require ENGINEER to follow for the project.
- 3.6 Furnish ENGINEER with copies of all deeds, plats, property maps and other information necessary to the description and location of all easements and deeds needed for the project.
- 3.7 Designate, in writing, a single person to act as OWNER's Representative with respect to the work to be performed under this agreement. The person designated as Representative shall have complete authority to transmit instructions and to receive information with respect to the work covered by this agreement.
- 3.8 The OWNER shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project. The OWNER shall also provide such legal services as the OWNER may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the ENGINEER to carry out its obligations under this Agreement. It is expressly understood and agreed that the ENGINEER itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.
- 3.9 The OWNER agrees to pay ENGINEER the Additional Services as may be required for the Project, as outlined in this agreement.
- 3.10 Be the Applicant for all permits and environmental clearances necessary to construct the Project and pay for any and all regulatory permitting and application fees.

ARTICLE 4. Compensation

- 4.1 The OWNER agrees to pay to the ENGINEER the following fees which shall be paid in monthly installments as work progresses:
- 4.2 For the Design and Bidding Phases including all required land surveying, engineering design, landscape design and ALDOT permitting; the OWNER will pay ENGINEER a lump sum fee of **\$65,000.00.**
- 4.3 For the Construction Phase, the OWNER will pay ENGINEER a lump sum fee of **\$17,500.00.**

- 4.4 For Geotechnical Borings and Report during the Design Phase, the OWNER will pay ENGINEER a lump sum fee, which will be negotiated once the final scope of work is determined. A written amendment to this agreement will be made. The fees shall be paid in monthly installments as work progresses. **\$5,000.00**
- 4.5 For Stormwater Permitting costs, which include permit and BMP preparation, permit transfer, permit termination and monthly inspections, the OWNER will pay ENGINEER a lump sum fee, which will be negotiated once the final scope of work is determined. A written amendment to this agreement will be made. The fees shall be paid in monthly installments as work progresses. **\$7,500.00**
- 4.6 For legal, easement and deed surveys and preparation, the OWNER will pay ENGINEER a fee based upon the attached GMC Standard Rate & Fee Schedule and the fee will be included as a cash allowance in the construction contract. **NOT ANTICIPATED**
- 4.7 For engineering controls and construction staking costs, which include alignment, grade and benchmark control staking, the OWNER will pay ENGINEER a fee based upon the attached GMC Standard Rate & Fee Schedule and the fee will be included as a cash allowance in the construction contract. **NOT ANTICIPATED**
- 4.8 For environmental and regulatory permitting in accordance with Article 2, the OWNER will pay ENGINEER a fee based upon the attached GMC Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses. **NOT ANTICIPATED**
- 4.9 For tracking and monitoring regulatory permit applications in accordance with Article 2, the OWNER will pay ENGINEER a fee based upon the attached GMC Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses.
- 4.10 The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, that are mutually agreed upon by the OWNER and the ENGINEER, shall be incorporated in written amendments to this Agreement.
- 4.11 If the period of service for construction observation or for Engineering services during construction is extended due to time extensions or time overruns to the construction contract, compensation for these additional construction observation and Engineering services during the extended Period of Service shall be at the rates shown in the GMC Standard Rate & Fee Schedule. The OWNER and ENGINEER will mutually agree upon the level of additional construction observation at the time of such occurrence.
- 4.12 OWNER shall reimburse ENGINEER for all costs incurred for the OWNER's direct instruction to rebid the project at the rates shown in the GMC Standard Rate & Fee Schedule.
- 4.13 Compensation for services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration or administrative proceeding shall be paid by OWNER at a rate of two times the ENGINEER's standard hourly rates. Whenever ENGINEER's bill to

OWNER includes charges for ENGINEER's consultants for such services, those charges shall be the amounts billed by ENGINEER's consultant to ENGINEER times a factor of two.

- 4.14 Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of six-percent per annum from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

ARTICLE 5. Relationship of the Parties

- 5.1 The parties intend that this Agreement create an independent contractor relationship between them. The ENGINEER is a professional corporation and is not an agent or employee of OWNER for any purpose. The ENGINEER cannot and will not represent that he has the authority to bind OWNER in any contractual manner. Nevertheless, with regard to the bidding and construction phases, it is understood that ENGINEER may serve as the OWNER's representative with full authority to participate therein as designated in Article 1, above.
- 5.2 Neither party is to represent to others that the relationship between them is other than as stated above.
- 5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.
- 5.4 The OWNER and the ENGINEER each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 6.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrations, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 5.5 Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance of services hereunder.
- 5.6 ENGINEER may employ such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance or furnishing of services under this Agreement. ENGINEER shall not be required to employ any consultant unacceptable to ENGINEER.

ARTICLE 6. Ownership and Use of Project Documents

- 6.1 All documents are instruments of service in respect to the Services, and ENGINEER shall retain an Ownership and proprietary property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Services are completed.
- 6.2 Copies of documents that may be relied on by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- 6.3 OWNER may make and retain copies of documents for information and reference in connection with the services by OWNER. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's consultants.
- 6.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 6.5 Any verification or adaptation of the documents for extensions of the services or for any other services will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

ARTICLE 7. Liability and Indemnity

- 7.1 The ENGINEER will not be responsible for delays, disruptions or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the ENGINEER.
- 7.2 OWNER may not utilize ENGINEER's construction cost estimate after thirty calendar days from the date of delivery to OWNER without ENGINEER's written consent. Estimates of cost are made on the basis of the ENGINEER's experience, qualifications, and professional judgment, but since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by ENGINEER. Approvals, recommendations, estimates and decisions by the ENGINEER are made on the basis of the ENGINEER's experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.

- 7.3 Notwithstanding any other provision of this Agreement, the ENGINEER's total liability to the OWNER for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the ENGINEER's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the greater of the total contract price of this Agreement or the proceeds paid under ENGINEER's liability insurance in effect at the time such claims are made. The OWNER hereby releases the ENGINEER from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.
- 7.4 Any and all liability resulting from conditions not created or caused to be created by the ENGINEER shall be the liability of the OWNER. Any and all liability that may arise from the construction, Ownership and/or operation of the improvements is solely the responsibility of the OWNER.

ARTICLE 8. Termination

- 8.1 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due ENGINEER at such time shall be computed upon applicable terms of Article 5, the amount of work completed or in progress as of the termination date and ENGINEER's reasonable cost of winding down its services after termination.

ARTICLE 9. Binding Arbitration

- 9.1 Any dispute arising out of or relating to this contract, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by a sole arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of the arbitration shall be in Baldwin County, Alabama.

ARTICLE 10. Miscellaneous

- 10.1 Reports and Information: The ENGINEER, at such times and in such forms as the OWNER may require, shall furnish to the OWNER such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.
- 10.2 This Agreement represents the entire and integrated Agreement between the OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the OWNER and the ENGINEER.
- 10.3 It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any

applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- 10.4 It is expressly understood and agreed that the indemnity and insurance obligations of this Agreement, as well as the ENGINEER's proprietary interest in its engineering plans and specifications, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.
- 10.5 This Agreement is to be governed by the laws of the State of Alabama.

WHEREFORE, the undersigned, by their signatures, certify that they have carefully read this Agreement, understand the terms and conditions contained herein, have proper authority to execute this Agreement, and do so as their own free act:

OWNER:

THE CITY OF SPANISH FORT

By: _____
Michael McMillan

Title: _____
Mayor

Attest:

(name and Title)

ENGINEER:

GOODWYN, MILLS & CAWOOD, INC.

By: _____
Wheeler Crook

Title: _____
Vice President, Engineering

Attest:

Craig Sanford, PE
Project Manager



2023
Standard Rate and Fee Schedule

Standard Hourly Rates

Executive Vice President	\$ 300.00
Senior Vice President	\$ 250.00
Vice President	\$ 225.00
Senior Professional (Architect, Engineer Regional Technical Leader, Interior Design, Scientist, Project Manager)	\$ 250.00
Professional III (Architect, Engineer Design Manager, Interior Design, Scientist, Project Manager)	\$ 225.00
Professional II (Architect, Engineer State Technical Leader, Interior Design, Scientist, Project Manager)	\$ 200.00
Professional I (Architect, Engineer Design Coordinator, Interior Design, Scientist, Project Manager)	\$ 185.00
Senior Professional Staff (Architect, Project Engineer, Interior Design, Scientist, Assistant Project Manager)	\$ 160.00
Professional Staff III (Architect, Engineer Project Professional, Interior Design, Scientist)	\$ 135.00
Professional Staff II (Architect, Engineer Staff Professional, Interior Design, Scientist)	\$ 120.00
Professional Staff I (Architect, Interior Design, Scientist)	\$ 100.00
Senior Technical (Technical Spec., Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 160.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 140.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 115.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 95.00
Intern/Co-op II (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 90.00
Intern/Co-op I (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 70.00
Executive Administrative Assistant	\$ 115.00
Administrative Assistant II	\$ 95.00
Administrative Assistant I	\$ 75.00
Surveying:	
Professional Land Surveyor	\$ 180.00
Survey Crew (four-man survey crew)	\$ 310.00
Survey Crew (three-man survey crew)	\$ 250.00
Survey Crew (two-man survey crew)	\$ 185.00
Field Tech III	\$ 105.00
Field Tech II	\$ 80.00
Field Tech I	\$ 65.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.655 per mile
Travel/ Meals/ Lodging	Cost
Other Out-of-Pocket Expenses	Cost plus twenty percent
Sub-Consultant/ Sub-Contractors	Cost plus twenty percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus twenty percent
Printing & Shipping	
Out of house reprographic services	Cost
In-House B&W reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day



**2023 SCHEDULE OF FEES
GEOTECHNICAL SERVICES**

Drilling Services

Mobilization of Drilling Equipment, per rig, lump sum.....	\$ 900.00
Mileage above 50 miles from office, per mile.....	\$ 3.00
Furnish adverse terrain vehicle (ATV), if required by site conditions, per day.....	\$ 360.00
Soil Test Boring, including Standard Penetration Test	
0-50 ft., per linear foot.....	\$ 18.00
50-100 ft, per liner foot.....	\$ 21.00
Auger Boring without sampling, per foot.....	\$ 12.00
Time rate drilling, drilling through concrete or rubble, difficult moving on site, or delay time, per hour.....	\$ 250.00
Bulk Samples from borings, each.....	\$ 60.00
Undisturbed Samples, each.....	\$ 80.00
Drill crew per diem, per crew day	
2-man crew.....	\$ 425.00
3-man crew.....	\$ 625.00
Observation well installation, 1.5 to 2" diameter PVC, per linear foot.....	\$ 25.00
Water truck, per hour.....	\$ 200.00
Rock coring (NX or NQ), per linear foot.....	\$ 55.00
Set-up charge for rock coring, per boring.....	\$ 90.00
Temporary casing, per linear foot.....	\$ 10.00

Laboratory Testing

Standard Proctor, ASTM D698/AASHTO T99, per test.....	\$ 135.00
Modified Proctor, ASTM D1557/AASHTO T180, per test.....	\$ 160.00
Atterberg Limits Testing, ASTM D4318, per test.....	\$ 95.00
Grain Size Analysis (without Hydrometer), ASTM D422/AASHTO T88, per test.....	\$ 95.00
Grain Size Analysis by Hydrometer, ASTM D422/AASHTO T88, per test.....	\$ 190.00
Percent Finer than No. 200 Sieve, ASTM D1140, per test.....	\$ 80.00
Moisture Content, ASTM D2216, per test.....	\$ 12.00
Permeability Test, ASTM D5084, per test.....	\$ 475.00
Triaxial Shear Test (CU w/ pore pressure), ASTM D4767, per test.....	\$ 1,000.00
Triaxial Shear Test (UU), ASTM D2850, per test.....	\$ 500.00
Consolidation Test, ASTM D2435, per test.....	\$ 500.00
Resilient Modulus, AASHTO T-307, per test.....	\$ 600.00
California Bearing Ratio, ASTM D1883/AASHTO T93 (2 points, does not include Proctor), per test.....	\$ 425.00
Sample Preparation or Remolding, per sample.....	\$ 75.00

Personnel

Staff Professional, EI - per hour.....	\$ 135.00
Project Manager, per hour.....	\$ 160.00
Senior Project Manager, per hour.....	\$ 185.00
Project Engineer or Geologist, P.E./P.G., per hour.....	\$ 200.00
Senior Engineer, P.E., per hour.....	\$ 225.00
Special Inspector, per hour.....	\$ 130.00
Laboratory Technician, per hour.....	\$ 80.00
Senior Engineering Technician, per hour*.....	\$ 80.00
Engineering Technician, per hour*.....	\$ 65.00
Structural Steel Inspector, CWI, per hour*.....	\$ 130.00
Word Processing, per hour*.....	\$ 75.00

Other

Mileage, company truck or personal vehicle, per mile.....	\$ 0.80
Per diem, per man, per day.....	\$ 175.00
Subcontractor mark-up, job related.....	Cost+15%

*Overtime Premium (in excess of 8 hours/day or on weekends and holidays)

Monday - Friday and Saturday.....	Hourly rate x 1.5
Technician Overtime Premium (for work on Holidays and Sunday).....	Hourly rate x 2.0

All Hourly charges and mileage charges are portal-to-portal

Rates effective through December 31, 2023 unless otherwise agreed upon



**2023 SCHEDULE OF FEES
CONSTRUCTION TESTING SERVICES**

Laboratory Testing

Standard Proctor, ASTM D698/AASHTO T99, per test	\$ 135.00
Modified Proctor, ASTM D1557/AASHTO T180, per test.....	\$ 160.00
Atterberg Limits Testing, ASTM D4318, per test.....	\$ 95.00
Grain Size Analysis (without Hydrometer), ASTM D422/AASHTO T88, per test.....	\$ 95.00
Grain Size Analysis by Hydrometer, ASTM D422/AASHTO T88, per test.....	\$ 190.00
Percent Finer than No. 200 Sieve, ASTM D1140, per test.....	\$ 80.00
Moisture Content, ASTM D2216, per test	\$ 12.00
Permeability Test, ASTM D5084, per test.....	\$ 475.00
Triaxial Shear Test (CU w/ pore pressure), ASTM D4767, per test.....	\$ 1,000.00
Triaxial Shear Test (UU), ASTM D2850, per test	\$ 500.00
Consolidation Test, ASTM D2435, per test	\$ 500.00
Resilient Modulus, AASHTO T-307, per test.....	\$ 600.00
California Bearing Ratio, ASTM D1883/AASHTO T93 (2 points, does not include Proctor), per test.....	\$ 425.00
Sample Preparation or Remolding, per sample.....	\$ 80.00
Compressive Strength Testing of Concrete Cylinder, each.....	\$ 16.00
Compressive Strength Testing of Masonry Grout Prism, each.....	\$ 25.00
Compressive Strength Testing of 2 x 2 Cubes, each.....	\$ 20.00
Compressive Strength Testing of Beams, each	\$ 80.00

Personnel

Staff Professional, EI - per hour.....	\$ 135.00
Project Manager, per hour	\$ 160.00
Senior Project Manager, per hour	\$ 185.00
Project Engineer or Geologist, P.E./P.G., per hour	\$ 200.00
Senior Engineer, P.E., per hour	\$ 225.00
Special Inspector, per hour.....	\$ 130.00
Laboratory Technician, per hour.....	\$ 80.00
Senior Engineering Technician, per hour*	\$ 80.00
Engineering Technician, per hour*	\$ 65.00
Structural Steel Inspector, CWI, per hour*	\$ 130.00
Word Processing, per hour*	\$ 75.00

Other

Minimum daily vehicle trip charge, per day.....	\$ 75.00
Mileage, company truck or personal vehicle, per mile.....	\$ 0.80
Per diem, per man, per day	\$ 175.00
Floor Profiler, per day.....	\$ 400.00
Equipment Charge, testing equipment, per day.....	\$ 75.00
Dual-Mass Dynamic Cone Penetrometer Charge, per day	\$ 125.00
Subcontractor mark-up, job related	Cost+15%
*Overtime Premium (in excess of 8 hours/day or on weekends and holidays)	
Monday - Friday and Saturday	Hourly rate x 1.5
Technician Overtime Premium (for work on Holidays and Sunday)	Hourly rate x 2.0

Notes:

- Charges for engineering and technical personnel will be made for time spent in the field, in engineering analysis, in preparation of reports, and in travel portal to portal from our office. For scheduling requests received without sufficient notice as stated within the GMC proposal, services will be staffed with available personnel at the associated unit rates.
- A minimum per trip charge of 4 hours applies for field testing services and 8 hours for on-site time greater than 4 hours. A minimum charge of 3 hours per trip applies to sample pick up services.
- A minimum of 1/2 hour per day will be invoiced for Project Manager/Engineer review time and 1/2 hour per day will be invoiced for report preparation or word processing. Project setup charge of 3 hours of Project Management time will be charged at the beginning of the project.
- Rates are effective through the completion of the project or December 31, 2023, unless otherwise agreed upon.

RESOLUTION NO. 1370-2023

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES BETWEEN THE CITY OF SPANISH FORT, ALABAMA, AND THOMPSON ENGINEERING

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 Thompson Engineering to provide surveying services to complete a boundary line survey of a portion of Lot 3, Spanish Fort Town Center Subdivision, Phase-IV, to support the re-subdivision of Lot 3.

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 contract for services with Thompson Engineering to provide surveying services to complete a boundary line survey of a portion of Lot 3, Spanish Fort Town Center Subdivision, Phase-IV, to support the re-subdivision of Lot 3 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
City Clerk

Exhibit 1



thompson
ENGINEERING

Acknowledgment of Order

August 28, 2023

Our Order No.: 23-2117-0005
Ordered By: Mayor Mike McMillian
City of Spanish Fort
7361 Spanish Fort, AL 36527

Client: City of Spanish Fort, Alabama

Services Required (Description):

Thompson Engineering proposes to provide surveying services to complete a boundary line survey of a portion of Lot 3, Spanish Fort Town Center Subdivision, Phase -IV to support the creation of a re-subdivision of said Lot 3 between the City of Spanish Fort and Cypress Equities.

Said Parcel being the same as described to PID 32-09-31-0-000-001.005 and as follows:
6.5 AC(C) PART OF LOT 3 LYING IN SEC 31 SPANISH FORT TOWN CENTER SUB PH-IV SLIDE 2394-C & D LYING E OF TOWN CENTER AVE AND N OF BASS PRO DRIVE IN CITY OF SPANISH FORT SEC 31-T4S-R2 E (SPEC WD)

Exclusions:

Thompson's understanding to the City of Spanish Fort's attorney to handle the following: Planning Commission Meetings, acquiring all signatures and recording of the Re-Subdivision of Lot 3 on behalf of the City.

Fee (Basis): \$6,500.00



Survey Agreement General Terms and Conditions

This Agreement is made by and between Thompson Engineering, Inc. (hereinafter "Thompson") and the undersigned Client (referred to herein as "Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

1. SCOPE OF WORK

Thompson shall perform such services as are described in this contract and as described in **Exhibit A** (the "Work").

Thompson is not responsible for any determination or location of any underground conditions not visible and obvious by inspection of the premises, including, but not limited to, soils, geological conditions, physical devices and facilities, pipelines, or buried cables unless specifically included in writing in this agreement, and shall not be responsible for any liability that may arise out of the making of or failure to make such determination or location of any subsurface condition.

Client acknowledges that the services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change at any time, and clarification, adjustments, modifications, and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications, and other changes, shall be paid for by Client as extra services in accordance with section 2.

2. INVOICES

The Client shall pay **Thompson** for the Work performed under this Agreement a sum to be calculated as described on Exhibit A or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on **Thompson's** standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. **Thompson** has the right to complete all services requested pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless **Thompson** is responsible for such termination, Client agrees to release **Thompson** from all liability for services performed. In the event all or any portion of the services by **Thompson** are suspended, abandoned, or otherwise terminated, Client shall pay **Thompson** all fees and charges for services provided prior to termination. If **Thompson's** services are suspended and restarted, **Thompson** will be entitled to additional compensation for extra services pursuant to the provisions of paragraph 2 of this agreement. **Thompson** will submit invoices to Client no more than monthly and a final bill upon completion of the Work. Invoice will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one and six percent (6%) per annum on past due accounts. Client agrees that if it requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with **Thompson's** usual and customary billing rates. If any staking or monuments are damaged, removed or destroyed by anyone other than **Thompson**, the entire cost of new staking or monumentation shall be paid for by Client as extra services in accordance with section 2.

If **Thompson** personnel are called or subpoenaed for depositions, examinations, or court appearances in any dispute arising out of any project on which Work was performed, **Thompson** shall be reimbursed on a time and material basis in accordance with **Thompson's** then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

3. RIGHT OF ENTRY

The Client will provide for right of entry of **Thompson** personnel and all necessary equipment, in order to complete the Work. While **Thompson** will take all reasonable precautions to minimize any damage to Client's property, it is understood by the Client that in the normal course of Work some damage may occur, the correction of which shall not be **Thompson's** responsibility.

4. UTILITIES

In the execution of its Work, **Thompson** will take all reasonable precautions to avoid damage or injury to subterranean



structures or utilities.

5. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by **Thompson**, as instruments of service, shall remain the property of **Thompson**. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

Client agrees not to use or permit any other person to use instruments of service prepared by **Thompson** which are not final and which are not signed and sealed by **Thompson**. Client shall be responsible for any such use of non-final instruments of service or other documents not signed and sealed by **Thompson**. Client hereby waives any claim for liability against **Thompson** for such use. Client further agrees that final plats, specifications, drawings, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described in this agreement. Such final plats, specifications, drawings, reports or other documents may not be changed or used on a different project without written consent of **Thompson**.

6. PROFESSIONAL RESPONSIBILITY

Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by **Thompson** and that the data interpretations and recommendations of **Thompson's** personnel are based solely on the information available to them. **Thompson** will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed. Any area or volume computations or estimates will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance and shall not be considered as irrefutable or unconditional.

7. LIMITATION OF LIABILITY

A. The Client agrees to limit **Thompson's** liability to the Client on any project arising from acts, errors or omissions, such that the total aggregate liability of **Thompson** to all those named shall not exceed \$50,000, **Thompson's** total fee for the services rendered on the project or the policy limits of Thompson's insurance set forth in Section 8 of this agreement, whichever is greater. The Client further agrees to require of any contractor and subcontractors an identical limitation of liability to **Thompson**, which liability may arise on account of **Thompson's** professional acts, errors, and omissions.

8. INSURANCE

Thompson represents and warrants that it and its agents, staff, and consultants employed by it is and are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which **Thompson** deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. **Thompson** shall not be responsible for any loss, damage or liability arising from any acts by Client, its agents, staff, or other consultants employed by Client.



9. SAFETY

Should **Thompson** provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by **Thompson** does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

10. HAZARDOUS SUBSTANCES

Client agrees to advise **Thompson**, prior to beginning work, of any hazardous substance on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated as a result of the Work which cannot be reasonably decontaminated shall become the property and responsibility of the Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

11. REUSE OF DOCUMENTS AND ELECTRONIC MEDIA

Any and all documents and electronic media including Drawings, CADD files and Specifications prepared or furnished by **Thompson** (and **Thompson's** independent professional associates and consultants) pursuant to this Agreement are instruments of service of the Project and **Thompson** shall retain an ownership and property interest therein whether or not the Project is completed. Information contained in signed or sealed drawings should be deemed to be correct and superior to electronic information. Client may make and retain copies for information and reference in connection with use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written authorization or adaptation by **Thompson** for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to **Thompson**, or to **Thompson's** subsidiaries, holding company, independent professional associates or consultants.

12. GOVERNING LAW

This agreement shall be governed by the laws of the State of Alabama and the United States.

13. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and **Thompson** and supersedes all prior negotiations, representations and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

14. SEVERABILITY

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

15. FORCE MAJEURE

Thompson is not responsible for delay caused by activities or factors beyond **Thompson's** reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, inclement weather, acts of God, failure of Client to furnish timely information or approve or disapprove of **Thompson's** services or instruments of service promptly, faulty performances by Client or other contractor or governmental agencies. When such delays beyond **Thompson's** reasonable control occur, **Thompson** shall not be responsible for damages nor shall **Thompson** be deemed to be in default of



this agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause **Thompson** to perform extra services, such services shall be paid for by Client at the rates shown on **Thompson's** standard fee schedules.

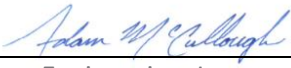
16. MISCELLANEOUS

Thompson shall not be required to sign any documents, no matter by who requested, that would result in **Thompson** having to certify, guarantee or warrant the existence of conditions whose existence the **Thompson** can not ascertain. Client agrees not to make resolution of any dispute with **Thompson** or payment of any amount due to **Thompson** contingent upon **Thompson's** signing or agreeing to any such certification.

Approved and Authorized by:

By: _____
As its: _____

Date: _____
Address: _____



Thompson Engineering, Inc.

By: Adam McCullough
As its: Specialty Survey Services
Mngr. Aerial and Hydro
Date: 8/28/2023
Address: 7101 US Hwy 90, Ste. 101
Daphne, AL 36526

Individual with authority and the company responsible for payment of Thompson Engineering, Inc.'s services.

Please return executed copy of these terms and conditions to the attention of:
{Thompson Project Manager}
(251) 666-2443 phone
(251) 666-6422 fax

RESOLUTION NO. 1371-2023

GENERAL OPERATIONS BUDGET FOR FISCAL YEAR 2023-2024

WHEREAS, the City Council of the City of Spanish Fort recognizes the importance of having a budget to implement municipal policy; and

WHEREAS, the City Council desires to adopt the proposed budget attached hereto as Exhibit A for the 2023-2024 Fiscal Year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, that the proposed General Operations Budget for Fiscal Year 2023-2024, which is attached hereto as Exhibit 1, is hereby approved and adopted.

ADOPTED and APPROVED this ___ day of _____, 2023.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

Exhibit 1

FY 2023-2024
CITY OF SPANISH FORT
GENERAL OPERATIONS BUDGET

FY '23-'24 Revenue (After Pass Through Monies)	\$10,304,700.00
10% Reserve	<1,030,470.00
Transfer In	\$2,696,424.00
Pass Through Monies	\$5,062,801.00
FY '22-'23 Carry Over	\$4,161,538.00
Total	\$21,194,993.00
FY '23-'24 Expense	\$21,194,993.00

2023-2024 Fiscal Year Budget

GL Account	Description	Revenue			
		21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
01-5004	Advalorem - General	\$691,000.00	\$663,819.91	\$756,439.00	\$975,000.00
01-5005	Advalorem - Auto	\$105,000.00	\$105,983.43	\$115,000.00	\$130,000.00
01-5021	Beer Tax	\$206,000.00	\$178,060.83	\$206,000.00	\$193,000.00
01-5022	Wine Tax	\$22,000.00	\$23,980.89	\$25,000.00	\$20,000.00
01-5025	Sales Tax - Internet	\$350,000.00	\$488,692.92	\$550,000.00	\$700,000.00
01-5030	Sales Tax Auto	\$25,000.00	\$27,638.49	\$27,000.00	\$27,000.00
01-5031	Sales Tax General	\$4,300,000.00	\$4,422,302.12	\$5,000,000.00	\$5,000,000.00
01-5035	Rental Tax	\$65,000.00	\$61,967.13	\$65,000.00	\$75,000.00
01-5040	Use Tax & Excise	\$525,000.00	\$550,751.62	\$600,000.00	\$610,000.00
01-5045	Tobacco Tax	\$63,000.00	\$51,259.06	\$60,000.00	\$60,000.00
01-5047	Gasoline Tax	\$70,000.00	\$47,838.41	\$55,000.00	\$55,000.00
01-5200	Merchants	\$185,000.00	\$188,719.80	\$185,000.00	\$186,000.00
01-5201	Penalty-Bus Lic	\$3,500.00	\$3,610.09	\$3,300.00	\$3,000.00
01-5202	Penalty--Permits				
01-5210	Permits	\$320,000.00	\$166,165.31	\$185,000.00	\$163,000.00
01-5220	Subdiv/Zoning Fees	\$12,000.00	\$8,906.63	\$10,000.00	\$23,000.00
01-5250	Insurance Companies	\$106,000.00	\$199,804.71	\$120,000.00	\$124,000.00
01-5300	Cable Tv	\$22,000.00	19588.57	\$22,000.00	\$22,000.00
01-5320	Baldwin County Sewer Service	\$72,000.00	\$42,794.90	\$72,000.00	\$60,000.00
01-5325	Spire	\$18,000.00	\$13,090.69	\$18,000.00	\$18,000.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
01-5330	City Of Daphne	\$22,000.00	\$19,015.66	\$22,000.00	\$22,000.00
01-5335	City Of Fairhope	\$20,000.00	\$22,353.59	\$24,000.00	\$24,000.00
01-5340	Electric-AI Power	\$20,000.00	\$17,554.70	\$20,000.00	\$20,000.00
01-5345	At&t Franchise	\$15,000.00	\$17,510.70	\$15,000.00	\$15,000.00
01-5350	Electric-Riviera	\$669,000.00	\$0.00	\$650,000.00	\$650,000.00
01-5355	Baldwin Emc	\$25,000.00	\$28,837.20	\$30,000.00	\$35,000.00
01-5370	Fines	\$105,000.00	\$164,606.23	\$180,000.00	\$200,000.00
01-5375	Correction Fund	\$7,000.00	\$10,379.50	\$12,000.00	\$14,000.00
01-5450	Abc Sales	\$49,000.00	\$48,836.49	\$54,000.00	\$60,000.00
01-5500	Financial Inst. Excise Tax	\$87,000.00	\$78,093.79	\$71,000.00	\$53,000.00
01-5550	Oil Production	\$100.00	\$203.72	\$100.00	\$100.00
01-5552	State Local Assessment Fee	\$0.00	\$169.39		
01-5700	Pd-Reports	\$3,500.00	\$2,821.35	\$3,000.00	\$3,000.00
01-5705	Police Seized Money	\$0.00			
01-5800	Issuance Fees	\$26,000.00	\$26,710.00	\$26,000.00	\$32,000.00
01-5810	Service Charge-Returned Checks	\$100.00	\$35.00	\$100.00	\$100.00
01-5850	Pd Grant-St Of Al Adeca	\$0.00	\$0.00		
01-5851	Pd Calea Grant - General Fund	\$0.00	\$0.00	\$75,000.00	
01-5900	Miscellaneous	\$47,000.00	\$22,251.45	\$20,000.00	\$20,000.00
01-5901	Children's Park	\$500.00	\$1,930.00	\$2,000.00	\$2,500.00
01-5905	Postage-Reimb Pc	\$5,000.00	\$1,140.00	\$1,300.00	\$2,400.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
01-5906	Bc Commission-Mosquito Control	\$10,800.00	\$10,846.00	\$10,800.00	\$10,800.00
01-5907	Insurance Claims Reimbursement				
01-5908	Fema	\$169,000.00	\$160,426.53		
01-5910	Interest Earned	\$20,000.00	\$11,262.14	\$10,000.00	\$145,000.00
01-5912	Property Rental	\$41,000.00	\$38,133.37	\$41,000.00	\$41,000.00
01-5915	Transfer In	\$0.00	\$0.00		\$650,000.00
01-5916	Delta Woods & Water Expo	\$10,000.00	\$8,475.00	\$10,000.00	\$10,000.00
01-5917	Adeca-Wakefield	\$470,000.00	(\$19,440.00)		
01-5919	Surplus Property Sale				
01-5920	Safe Room	\$106,000.00	\$0.00		
01-5921	Community Center Rental	\$5,000.00	\$11,850.00	\$15,000.00	\$12,000.00
01-5922	Transfer In/Out	\$0.00	\$0.00		
01-5923	State Library	\$9,000.00	\$7,968.21	\$12,123.00	\$12,000.00
01-5924	Library Fees/Copies	\$6,000.00	\$5,462.78	\$5,800.00	\$5,800.00
01-5925	Library Donation	\$0.00	\$4,202.79		
01-5926	S.R.O.	\$200,000.00	\$193,885.06	\$200,000.00	\$240,000.00
01-5927	Library Grants	\$0.00	\$18,029.00		\$27,000.00
01-5928	American Rescue Plan	\$1,094,080.00	\$1,080,693.97		\$2,046,424.00
01-5929	Wakefield Drainage Restoration	\$0.00	\$41,310.00		
01-5931	Gomesa Hudson	\$2,500,000.00	\$0.00	\$1,922,500.00	\$2,811,429.00
01-6000	*spanish Fort Fire Depart***	\$0.00	\$0.00		

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
01-6001	Fire Tax	\$214,000.00	\$0.00	\$218,000.00	\$231,000.00
01-6002	Police Property Auction -- Gen. Fund	\$0.00	\$1,016.00		
	Rebuild Alabama Grant				\$184,372.00
	Assistance to Firefighters Grant				\$40,000.00
	Go Mesa Shellbank				\$2,000,000.00
				\$11,725,462.00	\$18,063,925.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
		Personnel Expenses Admin			
01-7014	Salary - Mayor	\$40,380.00	\$20,190.00	\$40,380.00	\$40,380.00
01-7016	Salary - Council	\$63,120.00	\$31,560.00	\$63,120.00	\$63,120.00
01-7018	Salary - Administrative	\$320,000.00	\$186,276.00	\$345,068.00	\$403,000.00
01-7022	Salary - Judge	\$21,000.00	\$9,572.00	\$22,240.00	\$20,794.00
01-7060	State Unemployment Tax-Alabama	\$600.00	\$75.00	\$460.00	\$550.00
01-7063	Fica Expense - City	\$34,000.00	\$18,512.00	\$36,050.00	\$40,358.00
01-7065	Employee Retirement Expense	\$25,000.00	\$12,393.00	\$27,115.00	\$31,414.00
01-7067	Employee Medical Insurance	\$56,000.00	\$14,004.00	\$59,400.00	\$72,300.00
01-7080	Worker's Compensation	\$1,200.00	\$1,818.00	\$2,500.00	\$2,100.00
				\$596,333.00	\$674,016.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget		
		Expenses - Professional Services					
01-7105	Legal Services,Fees And Cost	\$300,000.00	\$91,707.00	\$275,000.00	\$275,000.00		
01-7107	Court Prosecutor	\$18,000.00	\$8,460.00	\$19,062.00	\$19,538.00	7190	
01-7108	Out Of Court Cost	\$0.00	\$0.00			Fire Extinguisher Inspection	\$250.00
01-7120	Audit & Accounting Services	\$32,000.00	\$10,158.00	\$38,000.00	\$40,000.00	Alarm System	\$600.00
01-7130	Engineering Services	\$90,000.00	\$33,170.00	\$90,000.00	\$90,000.00	Dumbwaiter	\$150.00
01-7180	Tax Collector Expense	\$83,000.00	\$43,721.00	\$85,000.00	\$85,000.00	Fire Sprinkler Inspection	\$1,750.00
01-7190	Professional Services	\$20,000.00	\$5,774.00	\$20,000.00	\$14,000.00	Website	\$5,000.00
01-7195	Fire Department	\$1,642,000.00	\$800,000.00	\$1,673,810.00		Adaptive Signs	\$1,200.00
01-7196	Court Monthly Remittances	\$50,000.00	\$41,724.00	\$75,000.00	\$92,000.00	Bluff Inspection	\$5,000.00
01-7197	Court	\$20,000.00	\$8,844.00	\$20,000.00	\$21,000.00		
				\$2,295,872.00	\$636,538.00		

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget			
		Expenses -- General Administration					7240	
01-7200	Rental Expense	\$400.00	\$0.00	\$400.00	\$400.00	League of Municipalities	\$5,100.00	
01-7210	Utility Expense	\$130,000.00	\$62,220.00	\$130,000.00	\$130,000.00	Economic Development Allian.	\$5,000.00	
01-7215	Telephone Expense	\$15,000.00	\$6,144.00	\$15,000.00	\$15,000.00	Eastern Shore Chamber	\$21,000.00	
01-7230	Continuing Education & Travel	\$0.00	\$835.00	\$1,000.00	\$4,000.00	Clerk's Association	\$1,400.00	
01-7235	Conference Expense & Travel	\$6,000.00	\$3,123.00	\$6,000.00	\$3,000.00	Mobile Bay Estuary	\$5,000.00	
01-7240	Dues & Memberships	\$39,100.00	\$2,135.00	\$40,800.00	\$40,800.00	SARPC	\$3,300.00	
01-7245	Publications & Newspapers	\$10,000.00	\$17,732.00	\$15,000.00	\$12,000.00	7290		
01-7252	Fuel/Oil	\$2,000.00	\$307.00	\$2,000.00	\$2,000.00	AD	\$20,000.00	
01-7260	Casualty Insurance	\$137,000.00	\$3,019.00	\$155,000.00	\$193,000.00	Background Checks	\$2,500.00	
01-7270	Freight	\$100.00	\$0.00	\$100.00	\$100.00	Camps	\$42,000.00	
01-7275	Beautification/Decorations	\$25,000.00	\$9,572.00	\$40,000.00	\$50,000.00	SF Utilities	\$10,000.00	
01-7280	Recording Fees	\$2,000.00	\$200.00	\$2,000.00	\$2,000.00	High School Cutting	\$39,000.00	
01-7290	Recreational	\$156,500.00	\$11,185.00	\$158,500.00	\$168,500.00	High School Fertilization	\$15,000.00	
01-7292	Interest Expense Warrant	\$0.00	\$0.00	\$0.00		SFSA	\$40,000.00	
01-7295	Education	\$770,100.00	\$577,612.00	\$127,000.00	\$100,000.00	7295		
01-7298	Delta Woods & Waters Expo	\$16,000.00	\$538.00	\$13,000.00	\$15,000.00	Brick and Mortar	\$48,000.00	
01-7390	Miscellaneous Expenses	\$25,000.00	\$4,243.00	\$20,000.00	\$22,000.00	One Time Funding	\$40,000.00	
				\$725,800.00	\$757,800.00	High School Band	\$10,000.00	

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget		
		Expenses - Supplies and Parts					
01-7400	General Supplies & Maintenance	\$5,000.00	\$5,033.00	\$10,000.00	\$8,000.00		
01-7410	Printing	\$2,500.00	\$325.00	\$2,000.00	\$1,000.00		
01-7420	Office Suplies	\$3,000.00	\$587.00	\$2,500.00	\$2,500.00		
01-7430	Postage	\$5,000.00	\$2,344.00	\$5,000.00	\$7,000.00		
01-7440	City Computer Expense	\$23,000.00	(\$10,182.00)	\$70,000.00	\$70,000.00		
01-7450	Furniture And Fixtures	\$8,000.00	\$0.00	\$5,000.00	\$5,000.00		
				\$94,500.00	\$93,500.00		
		Expenses -- Repairs and Maintenance					7520
01-7500	Equipment Lease	\$4,000.00	\$2,509.00	\$5,200.00	\$5,500.00	Repaving City Hall	\$120,000.00
01-7510	Vehicle/Equipment Maintenance	\$3,000.00	\$200.00	\$3,000.00	\$3,000.00	Elevator	\$317,000.00
01-7520	Property/Building Maintenance	\$110,000.00	\$28,293.00	\$70,000.00	\$650,000.00	Safety Updates City Hall &	\$150,000.00
01-7521	Es Blvd Pothole Repairs	\$4,000.00	\$5,800.00			LED Retrofits	
01-7530	Saferoom	\$5,000.00	\$26,343.00	\$5,000.00	\$5,000.00		
				\$83,200.00	\$663,500.00		

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
		Expenses -- Property/Capital			
01-7600	Capital Projects	\$150,000.00	\$0.00	\$150,000.00	\$200,000.00
01-7605	Capital Purchases	\$0.00	\$0.00		\$8,000.00
01-7606	Savings-Recreation/Other	\$0.00	\$0.00		
01-7607	Community Center	\$0.00	\$0.00		
01-7608	Land Purchases	\$0.00	\$0.00		
01-7647	Sidewalks	\$100,000.00	\$0.00	\$211,000.00	\$318,500.00
01-7648	Community Events	\$8,000.00	\$0.00	\$8,000.00	\$8,000.00
01-7649	Fema	\$100,000.00	\$22,498.00		
01-7650	Care Act	\$0.00	\$0.00		
01-7651	Pd Grant	\$0.00	\$0.00		
01-7652	Wakefield Drainage Restoration	\$470,000.00	\$35,756.00		
01-7653	Gomesa Hudson--Causeway	\$0.00	\$11,928.00		
01-7654	Gomesa Cypress -- 225 Bridge	\$0.00	\$0.00		
	General Warrant Payment 2023				\$1,115,672.00
				\$369,000.00	\$1,650,172.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
			Expenses -- Police		
01-7700	Operation Supplies	\$15,000.00	\$2,935.00	\$19,693.00	\$22,000.00
01-7701	Education	\$1,500.00	\$0.00	\$4,000.00	\$3,000.00
01-7702	Uniforms	\$12,000.00	\$11,070.00	\$15,000.00	\$12,000.00
01-7705	Capital Purchases	\$460,000.00	\$93,678.00	\$558,734.00	\$275,274.00
01-7706	Lease Purchase	\$2,000.00	\$966.00	\$2,000.00	\$2,600.00
01-7709	Building Maintenance	\$5,000.00	\$16,306.00	\$5,000.00	\$8,000.00
01-7710	Vehicle Maintenance	\$40,000.00	\$25,415.00	\$42,000.00	\$47,000.00
01-7711	Utilities	\$10,000.00	\$5,014.00	\$10,000.00	\$15,500.00
01-7712	Maintenance-Radio & Equipment	\$7,500.00	\$767.00	\$5,000.00	\$12,000.00
01-7715	Telephones	\$25,000.00	\$17,233.00	\$27,000.00	\$25,000.00
01-7717	Printing - Pd	\$500.00	\$240.00	\$500.00	\$500.00
01-7718	Salary - Police Department	\$1,677,000.00	\$826,721.00	\$1,763,540.00	\$1,969,267.00
01-7719	Salary - Dispatcher	\$180,000.00	\$96,266.00	\$181,000.00	\$196,419.00
01-7720	Office Supleis	\$2,500.00	\$870.00	\$2,000.00	\$2,000.00
01-7722	Photos	\$0.00	\$0.00		
01-7730	Training & Travel	\$15,000.00	\$9,497.00	\$20,000.00	\$22,500.00
01-7740	Dues & Membership	\$16,000.00	\$1,048.00	\$8,700.00	\$12,835.00
01-7745	Computer Expense	\$20,000.00	\$23,589.00	\$30,000.00	\$32,500.00
01-7750	Prisoners	\$30,000.00	\$6,450.00	\$20,000.00	\$28,000.00
01-7752	Fuel/Oil	\$84,000.00	\$40,516.00	\$100,000.00	\$107,000.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
01-7760	State Unemployment Tax-Alabama	\$3,000.00	\$326.00	\$3,000.00	\$3,000.00
01-7763	Fica Expense - City Pd	\$142,000.00	\$70,180.00	\$151,000.00	\$151,000.00
01-7765	Employee Retirement Expense	\$145,000.00	\$57,790.00	\$150,000.00	\$168,000.00
01-7767	Employee Medical Insurance	\$360,000.00	\$89,094.00	\$354,000.00	\$410,000.00
01-7770	Freight	\$100.00	\$46.00	\$100.00	\$100.00
01-7780	Worker's Compensation	\$90,000.00	\$31,580.00	\$44,000.00	\$44,000.00
01-7790	Miscellaneous Expenses	\$3,000.00	\$1,079.00	\$2,000.00	\$2,200.00
01-7791	Calea Grant - General Fund	\$0.00	\$7,628.00	\$20,000.00	\$4,000.00
				\$3,538,267.00	\$3,575,695.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
			Expenses - Other		
01-8020	Election	\$10,000.00	\$0.00	\$0.00	\$10,000.00
01-8220	Bonds - Esc	\$587,000.00	\$293,159.00	\$587,000.00	\$587,000.00
01-8221	5m Comm Center Loan	\$500,000.00	\$415,956.00	\$500,000.00	\$500,000.00
01-8223	Bank Fees & Charges	\$2,000.00	\$470.00	\$1,000.00	\$1,000.00
01-8224	Recreational Principle & Int	\$0.00	\$0.00		
01-8225	Transfer In/Out	\$0.00	\$0.00		
				\$1,088,000.00	\$1,098,000.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
			Expenses -- Parks		
01-8305	Salaries	\$72,000.00	\$33,620.00	\$115,000.00	\$156,618.00
01-8306	Fica	\$5,500.00	\$2,143.00	\$8,800.00	\$11,981.00
01-8307	Retirement	\$5,600.00	\$1,755.00	\$8,950.00	\$12,200.00
01-8308	Insurance	\$14,000.00	\$3,176.00	\$14,000.00	\$46,560.00
01-8309	Unemployment	\$200.00	\$0.00	\$368.00	\$308.00
01-8310	Workers Comp	\$7,200.00	\$2,456.00	\$6,800.00	\$6,000.00
01-8311	Telephones	\$1,500.00	\$398.00	\$1,000.00	\$1,000.00
01-8312	Fuel	\$6,000.00	\$2,176.00	\$6,000.00	\$6,000.00
01-8313	Uniforms	\$750.00	\$72.00	\$750.00	\$1,000.00
01-8314	Training	\$250.00	\$0.00	\$250.00	\$250.00
01-8315	Supplies	\$1,000.00	\$806.00	\$1,000.00	\$3,000.00
01-8316	Tools	\$1,000.00	\$212.00	\$1,000.00	\$1,000.00
01-8317	Maintenance	\$10,000.00	\$1,657.00	\$10,000.00	\$5,000.00
01-8318	Utilities	\$0.00	\$0.00		
01-8319	Kids	\$3,000.00	\$3,363.00	\$4,000.00	\$4,000.00
01-8320	Integrity	\$42,000.00	\$19,485.00	\$42,000.00	\$42,000.00
01-8321	Spirit	\$70,000.00	\$19,548.00	\$60,000.00	\$60,000.00
01-8322	Dog	\$0.00	\$0.00		\$10,000.00
01-8323	Capital Purchase	\$15,000.00	\$0.00	\$20,000.00	\$20,000.00
	Container Park				\$10,000.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
				\$299,918.00	\$396,917.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget		
			Expenses -- Public Works				
01-8800	Salaries	\$130,000.00	\$62,375.00	\$159,441.00	\$282,030.00		
01-8801	State Unemployment Tax-Alabama	\$400.00	\$81.00	\$460.00	\$644.00		
01-8802	Fica Expense - City	\$10,000.00	\$4,343.00	\$12,197.00	\$23,800.00		
01-8803	Employee Retirement Expense	\$11,000.00	\$3,595.00	\$12,420.00	\$24,236.00	8831	
01-8804	Employee Medical Insurance	\$27,000.00	\$6,352.00	\$36,000.00	\$53,172.00	Mini Excavator	\$76,200.00
01-8805	Worker's Compensation	\$13,000.00	\$3,656.00	\$6,118.00	\$6,500.00	Lawn Mower	\$16,800.00
01-8806	Custodian	\$0.00	\$0.00				
01-8807	Uniforms	\$1,000.00	\$0.00	\$750.00	\$750.00	8833	
01-8808	Inmate Labor	\$0.00	\$0.00	\$14,000.00	\$14,000.00	Cutting Jimmy Faulkner	
01-8809	Contnuing Education	\$500.00	\$0.00	\$500.00	\$500.00	Mosquito Control	\$25,000.00
01-8810	Landscaping	\$0.00	\$0.00			Cutting Bromley	
01-8811	Telephones	\$1,500.00	\$421.00	\$1,500.00	\$1,000.00	Cutting 39	
01-8825	Mosquito Spraying	\$11,000.00	\$2,932.00	\$8,000.00			
01-8828	Equipment Maintenance	\$5,000.00	\$5,052.00	\$8,000.00	\$15,000.00		
01-8829	Fuel & Oil	\$8,000.00	\$5,379.00	\$12,000.00	\$15,000.00		
01-8830	Tools	\$3,000.00	\$450.00	\$2,500.00	\$2,500.00		
01-8831	Capital Purchases	\$30,000.00	\$0.00	\$25,000.00	\$93,000.00		
01-8832	Animal Shelter	\$3,000.00	\$747.00	\$2,500.00	\$2,500.00		
01-8833	Contract Services	\$17,000.00	\$2,438.00	\$17,000.00	\$42,000.00		
01-8834	Hwy 31 Miscellaneous	\$128,742.00	\$22,122.00	\$125,000.00	\$300,000.00		

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget		
				\$443,386.00	\$876,632.00		
		Expenses -- Capital and Drainage					8851
01-8850	Capital Purchase	\$50,000.00	\$29,502.00	\$10,000.00	\$5,000.00	Repaving	
01-8851	Capital Improvement	\$275,000.00	\$0.00	\$275,000.00	\$265,334.00	Ponce De Leon, Woodland Way	
01-8852	Fire Station 1	\$0.00	\$0.00			Oakley Ct. and Oakley Dr.	
01-8853	Drainage-Miscellaneous	\$30,000.00	\$22,456.00	\$20,000.00	\$20,000.00		
01-8854	Environmentals Projects	\$0.00	\$0.00	\$603,984.00	\$200,000.00	8856	
01-8855	Wakefield Drain/Restor Loan	\$15,000.00	\$0.00	\$15,000.00	\$15,000.00	Marcella, Patrician, Caisson Trace	
01-8856	American Rescue Plan	\$1,094,080.00	\$0.00	\$2,090,912.00	\$1,765,564.00		
01-8857	Gomesa Hudson--Causeway	\$2,500,000.00	\$0.00	\$1,922,500.00	\$2,811,479.00		
	Gomesa Shellbank				\$2,000,000.00		
	Rebuild Alabama				\$368,744.00		
				\$4,937,396.00	\$7,451,121.00		

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
Expenses Fire Department					
01-9801	Professional Services-- General Fund				\$26,250.00
01-9804	Training & Travel -- General Fund				\$13,500.00
01-9806	Postage -- General Fund				\$750.00
01-9807	Printing -- General Fund				\$750.00
01-9808	Maintenance Radio and Equip. GF				\$31,250.00
01-9809	Vehicle Maintenance -- GF				\$85,000.00
01-9810	Telephones -- GF				\$4,875.00
01-9812	Capital Purchses -- GF				\$97,750.00
01-9824	Uniforms --GF				\$10,000.00
01-9825	Building/Hydrant Maint. --GF				\$28,500.00
01-9827	Dues & Memberships -- GF				\$750.00
01-9830	Office Supplies -- GF				\$8,900.00
01-9831	Fuel -- General Fund				\$35,000.00
01-9850	Utilities -- General Fund				\$22,140.00
01-9851	Computer Expense -- General Fund				\$22,250.00
01-9852	Lease Equipment --GF				\$1,050.00
01-9871	Salaries - _GF				\$1,457,364.00
01-9872	State Unemployment Tax -- GF				\$2,500.00
01-9873	FICA Expense -- City -- GF				\$111,500.00
01-9874	Employee Retirement Expense --GF				\$113,528.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
01-9875	Employee Medical Ins. -- GF				\$290,244.00
01-9876	Worker's Compensation -- GF				\$32,000.00
	Assistance to Firefighters Grant				\$40,000.00
					\$2,435,851.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
		Expenses -- Building Department			
01-9901	Salaries	\$181,000.00	\$86,893.00	\$235,670.00	\$248,031.00
01-9902	State Unemployment Tax	\$300.00	\$0.00	\$300.00	\$300.00
01-9903	Fica Expense - City	\$14,000.00	\$6,219.00	\$18,200.00	\$18,974.00
01-9904	Employee Retirement Expense	\$15,000.00	\$4,974.00	\$18,500.00	\$19,321.00
01-9905	Employee Medical Insurance	\$42,000.00	\$10,217.00	\$52,000.00	\$56,124.00
01-9906	Workers Compensation	\$6,200.00	\$1,654.00	\$2,600.00	\$2,400.00
01-9908	Printing	\$1,000.00	\$65.00	\$500.00	\$500.00
01-9910	Continuing Education & Travel	\$3,000.00	\$642.00	\$2,500.00	\$2,000.00
01-9911	Conference Expense	\$0.00	\$0.00		
01-9912	Dues & Membership	\$500.00	\$75.00	\$500.00	\$500.00
01-9913	Fuel & Oil	\$3,000.00	\$1,477.00	\$3,500.00	\$3,500.00
01-9914	Office Supplies	\$1,500.00	\$226.00	\$1,000.00	\$1,500.00
01-9915	Postage	\$4,000.00	\$2,305.00	\$4,000.00	\$3,000.00
01-9916	Computer Expense	\$18,000.00	\$12,328.00	\$18,000.00	\$34,000.00
01-9917	Furniture & Fixtures	\$500.00	\$0.00	\$500.00	\$500.00
01-9918	Computer Maintenance	\$0.00	\$0.00		\$12,000.00
01-9919	Vehicle/Equipment Expense	\$1,000.00	\$82.00	\$4,000.00	\$4,000.00
01-9920	Uniforms	\$500.00	\$0.00	\$500.00	\$500.00
01-9921	Telephones	\$3,000.00	\$1,055.00	\$3,000.00	\$2,750.00
01-9922	Construction Training Fee	\$16,000.00	\$385.00	\$14,000.00	\$15,000.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
01-9923	Lease Purchase	\$25,000.00	\$6,132.00	\$25,000.00	\$25,000.00
01-9925	Capital Purchases	\$2,500.00	\$0.00	\$2,500.00	\$2,000.00
01-9926	Tools	\$2,000.00	\$0.00	\$2,000.00	\$1,000.00
				\$408,770.00	\$452,900.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
			Expenses -- Library		
01-9940	Salaries	\$153,000.00	\$71,027.00	\$170,998.00	\$180,917.00
01-9941	Fica	\$12,000.00	\$5,005.00	\$13,230.00	\$13,840.00
01-9942	State Retirement	\$11,000.00	\$3,074.00	\$12,000.00	\$12,664.00
01-9943	Medical Insurance	\$35,000.00	\$9,528.00	\$37,200.00	\$39,948.00
01-9944	Unemployment	\$300.00	\$151.00	\$300.00	\$276.00
01-9945	Workers Comp	\$500.00	\$245.00	\$518.00	\$543.00
01-9946	Dues/Memberships	\$500.00	\$225.00	\$500.00	\$500.00
01-9947	Continuing Education	\$1,000.00	\$0.00	\$1,000.00	\$1,000.00
01-9948	Supplies	\$4,000.00	\$2,373.00	\$4,000.00	\$7,000.00
01-9949	Computer Expense	\$12,000.00	\$10,919.00	\$12,000.00	\$12,000.00
01-9950	Periodicals/Books	\$32,000.00	\$15,795.00	\$32,000.00	\$34,000.00
01-9951	Background Checks	\$500.00	\$45.00	\$500.00	\$500.00
01-9952	Website	\$0.00	\$0.00		
01-9953	Programs/Events	\$5,000.00	\$1,242.00	\$5,000.00	\$5,800.00
01-9954	Equipment Lease	\$2,400.00	\$881.00	\$2,400.00	\$2,400.00
01-9955	Postage	\$100.00	\$11.00	\$100.00	\$100.00
01-9956	Printing	\$200.00	\$0.00	\$200.00	\$200.00
01-9957	Grants	\$4,000.00	\$12,566.00		\$27,000.00
01-9958	Furniture/Fixtures	\$5,000.00	\$1,249.00	\$5,000.00	\$3,000.00
01-9959	Telephones	\$900.00	\$243.00	\$900.00	\$900.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
				\$297,846.00	\$342,588.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
		Expenses Senior Center			
01-9975	Salaries	\$42,000.00	\$19,461.00	\$44,948.00	\$47,512.00
01-9976	Fica	\$3,200.00	\$1,060.00	\$3,000.00	\$3,634.00
01-9977	State Retirement	\$3,300.00	\$1,016.00	\$3,500.00	\$3,701.00
01-9978	Medical Insurance	\$14,000.00	\$3,176.00	\$7,200.00	\$16,176.00
01-9979	Unemployment	\$100.00	\$0.00	\$100.00	\$145.00
01-9980	Workers Comp	\$150.00	\$49.00	\$180.00	\$145.00
01-9981	Dues/Memberships	\$200.00	\$0.00		\$200.00
01-9982	Continuing Education	\$250.00	\$75.00	\$250.00	\$450.00
01-9983	Computer Expenses	\$1,500.00	\$1,688.00	\$2,000.00	\$4,000.00
01-9984	Supplies	\$500.00	\$257.00	\$500.00	\$900.00
01-9985	Printing	\$200.00	\$0.00	\$200.00	\$200.00
01-9986	Equipment	\$2,600.00	\$2,535.00	\$1,000.00	\$7,500.00
01-9987	Equipment Maintenance	\$1,200.00	\$3,839.00	\$2,000.00	\$2,000.00
01-9988	Telephones	\$0.00	\$0.00		
01-9989	Events	\$1,000.00	\$155.00	\$2,000.00	\$2,200.00
	Programs				\$1,000.00
					\$89,763.00
	Total				\$21,194,993.00

RESOLUTION NO. 1372-2023

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

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

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

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

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

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

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

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

ADOPTED AND APPROVED this ____ day of _____, 2023.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines

City Clerk