

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

Regular Meeting
March 18, 2024
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 March 4, 2024
Regular Meeting March 4, 2024

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

On Saturday, March 23, 2024, the Baldwin Pops Band will be performing a free concert at the Spanish Fort Community Center at 6:00 p.m. Bring your tailgate chairs and enjoy the concert outside by the pond.

On Saturday, March 31, 2024, the City of Spanish Fort will partner with former Alabama and NFL football star Wallace Gilberry to present an Easter egg hunt at Integrity Park. The public is invited to begin arriving at noon, and the Easter egg hunt will occur at 2:30 p.m. There will be free food, prizes and drinks, along with over 10,000 Easter eggs.

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

On Saturday, April 13, 2024, the Spanish Fort Junior City Council will conduct City Serve Day 2024 from 8:00 a.m. to 12:00 p.m. The Junior Council will lead volunteers in cleaning up the roadside along Jimmy Faulkner Drive. Participants should meet at 8:00 a.m. at the Spanish Fort High School Gymnasium parking lot and will be directed to a section for cleanup activities. The City will provide vests, disposable gloves and garbage bags as well as bottled water for volunteers.

On Sunday, April 14, 2024, the Mobile Pops Band will be performing at the Spanish Fort Community Center on Sunday, 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.

Saturday, April 27, 2024, 9:00 a.m. to 3:00 p.m., the City is hosting the Fourteenth Annual Delta Woods & Waters Expo family day. The Expo will be held at 5 Rivers Delta Resource Center on the Mobile Bay Causeway. There will be lots of outdoor activities, including fly fishing, geocaching, demonstrations of turkey calling, archery and many other activities. Admission is free.

- IX. OLD BUSINESS
- X. NEW BUSINESS

Swearing in of Fire Department Employees

Ordinance No. 658-2024-----An Ordinance Amending Ordinance No. 1994-11 of the City of Spanish Fort to Amend the Levy of a Privilege or License Tax on Persons, Firms or Corporations in the Business of Selling at Retail Tangible Personal Property in the City of Spanish Fort, Alabama, or within Its Police Jurisdiction; Providing for the Collection of the Said Taxes; and Providing Penalties for the Violation of Said Ordinance

Ordinance No. 659-2024-----An Ordinance Amending Ordinance No. 1995-30 of the City of Spanish Fort Providing for the Levy and Assessment of a Tax on the Leasing or Renting of Tangible Personal Property

Ordinance No. 660-2024-----An Ordinance Amending Ordinance No. 192-2003 of the City of Spanish Fort Providing and Levying a Tax on Cigarettes, Tobacco Products and Rolling Papers

Ordinance No. 661-2024-----An Ordinance Amending Ordinance No 1995-29 of the City of Spanish Fort Providing for the Levy of a Use or Excise Tax against Persons, Firms or Corporations which Use or Consume Personal Property in the City of Spanish Fort Alabama, or within Its Police Jurisdiction and Providing for the Collection of Such Taxes

Ordinance No. 662-2024-----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort, Alabama

Ordinance No. 663-2024-----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort Changing the Zoning Classification of Certain Property Located on Battleship Parkway, Spanish Fort, Alabama, and Bearing Tax Parcel No. -5-31-08-27-0-000-007.000 from R-1 to B-3

Ordinance No 664-2024-----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort Extending the Rezoning of Certain Property Located at 10284 US Highway 31, Spanish Fort, Alabama, from R-1 to B-1

Resolution No. 1395-2024----A Resolution Authorizing the Mayor to Execute an Agreement between the City of Spanish Fort and Matthew Jones Engineering, LLC

Resolution No. 1396-2024----A Resolution Authorizing the Mayor to Enter into an Agreement with Sunset Contracting, Inc., for Repairs at Alder Avenue

Resolution No. 1397-2024----A Resolution Authorizing the Mayor to Enter into a Memorandum of Understanding on behalf of the Spanish Fort Fire Rescue Department

XI. ADJOURN TO NEXT MEETING

XII. Work Session and Regular Meeting, April 1, 2024

**Spanish Fort City Council
Minutes, Regular Meeting, March 4, 2024**

CALL TO ORDER

The City Council of the City of Spanish Fort, Alabama, met Monday, March 4, 2024, 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

The invocation and Pledge of Allegiance was led by Councilmember Gustafson.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

The minutes of the Meeting and Work Session of February 19, 2024, 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

Councilmember Gustafson reported that the Junior City Council will visit Montgomery and tour the Alabama Department of Archives and History and attend the Legislative Session on March 5, 2024.

Councilmember Brabner announced the next meeting of the Public School Commission will be held on March 20, 2024, at Rockwell Elementary School at 5:30 p.m.

Police Chief John Barber announced that the Spanish Fort Police Department has received an Edward Byrne Memorial JAG grant for \$50,000, to purchase advanced technological equipment for the department. Police Chief Barber also announced that the Police Department will be conducting a Citizen's Academy each Tuesday night in April. Persons interesting in signing up can contact the Police Department.

PUBLIC PARTICIPATION

There was none.

ANNOUNCEMENTS

On Saturday, March 23, 2024, the Baldwin Pops Band will be performing a free concert at the Spanish Fort Community Center at 6:00 p.m. Bring your tailgate chairs and enjoy the concert outside by the pond.

On Saturday, March 31, 2024, the City of Spanish Fort will partner with former Alabama and NFL football star Wallace Gilberry to present an Easter egg hunt at Integrity Park. The public is invited to begin arriving at noon, and the Easter egg hunt will occur at 2:30 p.m. There will be free food, prizes and drinks, along with over 10,000 Easter eggs.

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

OLD BUSINESS

There was none.

NEW BUSINESS

Swearing in of Police Department Employees

Mayor McMillan called upon City Clerk Rebecca A. Gaines who swore in new City Police Officer Justin Kestler.

Ordinance No. 657-2024

Mayor McMillan presented Ordinance No. 657-2024, an ordinance amending Ordinance No. 51-96 of the City of Spanish Fort Changing the Zoning Classification of Certain Property Located at 7080 Spanish Fort Blvd., Spanish Fort, Alabama, from R-1 to B-2. 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 Brabner to adopt Ordinance No. 657-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Ordinance adopted.

Ordinance No. 658-2024

Mayor McMillan introduced Ordinance No. 658-2024, an ordinance amending Ordinance No. 1994-11 of the City of Spanish Fort to amend the levy of a privilege or license tax on persons, firms or corporations in the business of selling at retail tangible personal property in the City of Spanish Fort, Alabama, or within its police jurisdiction; providing for the collection of the said taxes; and providing penalties for the violation of said ordinance. Discussion followed.

Ordinance No. 659-2024

Mayor McMillan introduced Ordinance No. 659-2024, an ordinance amending Ordinance No. 1995-30 of the City of Spanish Fort providing for the levy and assessment of a tax on the leasing or renting of tangible personal property. Discussion followed.

Ordinance No. 660-2024

Mayor McMillan introduced Ordinance No. 660-2024, an ordinance amending Ordinance No. 192-2003 of the City of Spanish Fort providing and levying a tax on cigarettes, tobacco products and rolling papers. Discussion followed.

Ordinance No. 661-2024

Mayor McMillan introduced Ordinance No. 661-2024, an ordinance amending ordinance no 1995-29 of the City of Spanish Fort providing for the levy of a use or excise tax against persons, firms or corporations which use or consume personal property in the City of Spanish Fort Alabama, or within its police jurisdiction and providing for the collection of such taxes. Discussion followed.

Resolution No. 1394-2024

Mayor McMillan introduced Resolution No. 1394-2024, a resolution approving of an act to be enacted by the Legislature amending Chapter 99B of the *Code of Alabama* (1975) relating to cooperative improvement districts. Discussion followed.

A motion was made by Councilmember Gustafson and seconded by Councilmember Curt Smith to suspend the rules for immediate consideration of Resolution No. 1394-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the motion carried, and the rules were suspended to allow for immediate consideration of the resolution.

A motion was made by Councilmember Perry and seconded by Councilmember Brabner to adopt Resolution No. 1394-2024. 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. 1395-2024

Mayor McMillan introduced Resolution No. 1395-2024, a resolution authorizing the Mayor to execute an agreement between the City of Spanish Fort and Matthew Jones Engineering. Discussion followed.

ADJOURNMENT

There being no further business before the Council, the meeting adjourned at 6:15 p.m.

Approved this ____ day of _____, 2024.

Rebecca A. Gaines
City Clerk.

Spanish Fort City Council

Minutes, Work Session, Monday, March 4, 2024

The City Council of the City of Spanish Fort, Alabama, met Monday, March 4, 2024, 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.

Mr. David Conner, City Attorney, made a recommendation that the City Council go into executive session in accordance with the Alabama Open Meetings Act to discuss the general reputation and character of certain individuals and, subject to the limitations set out therein, to discuss the job performance of certain public employees; to discuss the legal ramifications of and legal options for pending litigation, controversies not yet being litigated, but imminently likely to be litigated, or imminently likely to be litigated if the governmental body pursues a proposed course of action; and to discuss the consideration the governmental body is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property. Mr. Conner made an oral declaration that the exceptions under the Open Meetings Act are applicable to the planned discussion. A motion was made by Councilmember J. R. Smith and seconded by Councilmember Perry to go into executive session at 4:01 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 30 minutes and that the Work Session would resume upon the conclusion of the executive session.

At 4:30, City Clerk Rebecca A. Gaines announced the executive session would continue for approximately an additional 30 minutes.

The Council reconvened at 5:01 p.m.

The Council discussed general municipal business.

There being no further business before the Council, the work session adjourned at 5:25 p.m.

Approved this _____ day of _____, 2024.

Rebecca A. Gaines
City Clerk

ORDINANCE NO. 658-2024

AN ORDINANCE AMENDING ORDINANCE NO. 1994-11 OF THE CITY OF SPANISH FORT TO AMEND THE LEVY OF A PRIVILEGE OR LICENSE TAX ON PERSONS, FIRMS OR CORPORATIONS IN THE BUSINESS OF SELLING AT RETAIL TANGIBLE PERSONAL PROPERTY IN THE CITY OF SPANISH FORT, ALABAMA, OR WITHIN POLICE JURISDICTION; PROVIDING FOR THE COLLECTION OF THE SAID TAXES; AND PROVIDING PENALTIES FOR THE VIOLATION OF THIS ORDINANCE

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

SECTION 1. Amendment. Ordinance No. 1994-11, as amended, is hereby amended to delete Section 2 of the Ordinance in its entirety.

SECTION 2. 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. 1994-11, as amended, shall remain in full force and effect.

SECTION 3. 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 4. This Resolution shall become effective on July 1, 2024.

ADOPTED AND APPROVED this _____ day of _____, 2024.

MICHAEL M. MCMILLAN
MAYOR

ATTEST:

REBECCA A. GAINES, CMC
CITY CLERK

ORDINANCE NO. 659-2024

AN ORDINANCE AMENDING ORDINANCE NO. 1995-30 OF THE CITY OF SPANISH FORT, ALABAMA, PROVIDING FOR THE LEVY AND ASSESSEMENT OF A TAX ON THE LEASING OR RENTING OF TANGIBLE PERSONAL PROPERTY

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

SECTION 1. Amendment. Section 3 of Ordinance No. 1995-30 is hereby amended to read in its entirety as follows:

Section 3. Levy and Amount of Tax. There is hereby levied and imposed, in addition to all other taxes now imposed by law, a privilege or license tax upon each person engaging or continuing within the corporate limits of the City, the business of leasing or renting tangible personal property at the rate of one and one-half percent (1.5%) of the gross proceeds derived by the lessor from the lease or rental of tangible personal property; provided, that the said privilege or license tax on each such person engaging or continuing within the corporate limits of the City of Spanish Fort in the business of leasing or renting any automotive vehicle or truck trailer, semi-trailer or house trailer, shall be at the rate of .75% of the gross proceeds derived by the lessor from the lease or rental of such automotive vehicle or truck trailer, semi-trailer or house trailer; provided further, that the tax levied in this Ordinance shall not apply to any leasing or rental, as lessor by the State of Alabama, or any municipality or county in the State of Alabama, or any public corporation organized under the laws of the State of Alabama, including without limitation, any corporation organized under the provisions of *Alabama Code* (1975) §§11-54-80 through 11-54-101; provided further, that the privilege tax or license tax on each person engaging or continuing in this City in the business of the leasing or renting of linens and garments shall be at the rate of .75% of the gross proceeds derived by the lessor from the lease or rental of such linens and garments.

SECTION 2. 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. 1995-30, as amended, shall remain in full force and effect.

SECTION 3. 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 4. This Resolution shall become effective on July 1, 2024.

ADOPTED AND APPROVED this _____ day of _____, 2024.

MICHAEL M. MCMILLAN
MAYOR

ATTEST:

REBECCA A. GAINES, CMC
CITY CLERK

ORDINANCE NO. 660-2024

AN ORDINANCE AMENDING ORDINANCE NO. 192-2003 OF THE CITY OF SPANISH FORT PROVIDING AND LEVYING A TAX ON CIGARETTES, TOBACCO PRODUCTS AND ROLLING PAPERS

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

SECTION 1. Amendment

of Ordinance No. 192-2003 is hereby amended to delete Section 3 of said Ordinance in its entirety.

SECTION 2. 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. 192-2003, as amended, shall remain in full force and effect.

SECTION 3. 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 4. This Resolution shall become effective July 1, 2024\.

ADOPTED AND APPROVED this _____ day of _____, 2024.

MICHAEL M. MCMILLAN
MAYOR

ATTEST:

REBECCA A. GAINES, CMC
CITY CLERK

ORDINANCE NO. 661-2024

AN ORDINANCE AMENDING ORDINANCE NO. 1995-29 OF THE CITY OF SPANISH FORT PROVIDING FOR THE LEVY OF A USE OR EXCISE TAX AGAINST PERSONS, FIRMS OR CORPORATIONS WHICH USE OR CONSUME TANGIBLE PERSONAL PROERTY IN THE CITY OF SPANISH FORT, ALABAMA, OR WITHIN ITS POLICE JURISDICTION; AND PROVIDING FOR THE COLLECTION OF SUCH TAXES

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

SECTION 1. Amendment. Ordinance No. 1995-29 is hereby amended to delete tSection 2 of the Ordinance in its entirety.

SECTION 2. 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. 1995-29, as amended, shall remain in full force and effect.

SECTION 3. 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 4. This Resolution shall become effective on July 1, 2024.

ADOPTED AND APPROVED this _____ day of _____, 2024.

MICHAEL M. MCMILLAN
MAYOR

ATTEST:

REBECCA A. GAINES, CMC
CITY CLERK

ORDINANCE NO. 662-2024

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

WHEREAS, it has been determined that the Parking Requirements of the Zoning Ordinance should be amended in order to add parking requirements related mini-golf courses and go-kart tracks; and

WHEREAS, the Planning Commission of the City of Spanish Fort held a public hearing on March 11, 2024, and the City Council of the City of Spanish Fort held a meeting on April 1, 2024, for the purpose of receiving public comments on proposed amendments to Ordinance No. 51-96, as amended, the Zoning Ordinance of the City of Spanish Fort; and

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

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

SECTION 1. Section 7.6 PARKING REQUIREMENTS FOR ALL DISTRICTS of Ordinance No. 51-96, as amended, is hereby amended by adding the following sections to Section 7.625 Public Assembly:

- | | | |
|----|--------------------------|---|
| h. | Mini-golf Courses | One (1) space for each hole, plus four (4) spaces per eighteen (18) holes, plus one (1) space per two (2) employees |
| i. | Go-cart or Go-Kart Track | One (1) space for each go-cart, plus four (4) spaces per eighteen (18) go-carts, plus one (1) space per two (2) employees |

SECTION 2. Except as expressly amended herein, all terms and provisions contained in Ordinance No. 51-96, as amended, shall remain in full force and effect.

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

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

Adopted and approved this _____ day of _____, 2024.

Michael M. McMillan
Mayor

Rebecca A. Gaines, CMC
City Clerk

ORDINANCE NO. 663-2024

AN ORDINANCE AMENDING ORDINANCE NO. 51-96 OF THE CITY OF SPANISH FORT CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY LOCATED ON BATTLESHIP PARKWAY, SPANISH FORT, ALABAMA, AND BEARING TAX PARCEL NO. 05-31-08-27-0-000-007.000 FROM R-1 TO B-3

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

WHEREAS, the Planning Commission of the City of Spanish Fort, Alabama, held a meeting on Monday, March 11, 2024, for the purpose of receiving public comments on the proposed change in zoning classification, and at such meeting voted to forward a positive recommendation for rezoning the subject property from R-1 to B-3, General Business District; and

WHEREAS, the City Council of the City of Spanish Fort held a meeting on Monday, April 1, 2024, for the purpose of receiving public comments on the proposed change in zoning classification.

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

SECTION 1. Change in Zoning Classification.

Ordinance No. 51-96, as amended, of the City of Spanish Fort, Alabama, is hereby amended by changing the zoning classification of certain property located on Battleship Parkway, bearing tax parcel number 05-31-08-27-0-000-007.000, and being more particularly described in Exhibit 1 which is attached hereto and made a part of this Ordinance as though set forth fully herein, from R-1, Single Family Low Density Residential District, to B-3, General Business District. A map of the surrounding area is attached as Exhibit 2.

SECTION 2. Change in Zoning Map.

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

SECTION 3. Repealer Clause.

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

SECTION 4. Severability Clause.

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

SECTION 5. Effective Date.

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

ADOPTED and APPROVED this ___ day of _____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

EXHIBIT "1" TO ORDINANCE NO. 663-2024

LEGAL DESCRIPTION:

BEGINNING AT A POINT ON THE WEST BANK OF THE WEST FORK OF APPALACHEE RIVER WHERE SAME IS INTERSECTED BY THE SOUTH RIGHT OF WAY LINE OF COCHRANE BRIDGE (U.S. HIGHWAY 90) THENCE NORTH 79 DEGREES 06 MINUTES WEST ALONG SAID RIGHT OF WAY 200 FEET TO A POINT; SAID POINT BEING DUE SOUTH FROM A POINT ON THE SOUTH EDGE OF THE PAVED ROADWAY, 265 FEET WEST FROM THE WEST END OF THE CONCRETE BRIDGE ACROSS THE ABOVE NAME RIVER; THENCE SOUTH 230 FEET MORE OR LESS TO THE WESTERN MARGIN OF SAID RIVER, ALONG THE MARGIN THEREOF 285 FEET MORE OR LESS, TO THE POINT OF BEGINNING AND BEING PART OF THE NORTHWEST QUARTER OF TRACT SECTION 26, TOWNSHIP 4 SOUTH, RANGE 1 EAST, BALDWIN COUNTY, ALABAMA, ACCORDING TO . PLAT OF SURVEY BY DURANT ENGINEERING.

Exhibit 2 to Ordinance No. 663-2024



Spanish_Fort_Zoni

ZONING_CLA



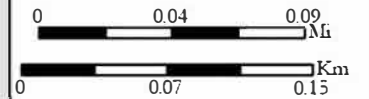
- B-1: Professional Business
- B-2: Local Business

- B-3: General Business
- B-4: Major Business District
- Baldwin County
- City of Spanish Fort
- M-1: Light Industrial

- PUD: Planned Unit Development
- R-1: Low-Density Single-Family Residential
- R-2: Medium-Density Single-Family Residential

- R-3: Multi-Family Residential
- R-3D: Medium Density Multi-Family Residential
- R-4: Manufactured/Mobile Home Residential
- State of Alabama

- T-1: Telecommunication Tower District
- B-5: Hotel/Motel
- <all other values>
- SF_City_Limits_0124



Maxar, Microsoft

ORDINANCE NO. 664-2024

AN ORDINANCE AMENDING ORDINANCE NO. 51-96 OF THE CITY OF SPANISH FORT EXTENDING THE REZONING OF CERTAIN PROPERTY LOCATED AT 10284 US HIGHWAY 31, SPANISH FORT, ALABAMA, FROM R-1 TO B-1

WHEREAS, the owner of the property made the subject of this change in zoning classification requested that the zoning classification on the property be changed from R-1 to B-1, which request was approved by the Spanish Fort City Council in Ordinance No. 633-2023 on April 3, 2023; and

WHEREAS, by letter dated March 14, 2024, Thomas M. Kilgoar, submitted a request for extension of the rezoning approval; and

WHEREAS, the City Council of the City of Spanish Fort, Alabama, finds good cause exists to extend the time limit of the rezoning approval for a period not to exceed an additional twelve months.

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

SECTION 1. Extension of Change in Zoning Classification.

In accordance with Section 11.11 of Ordinance No. 51-96, as amended, of the City of Spanish Fort, Alabama, the rezoning of certain property described in Exhibit 1 attached hereto, bearing tax parcel number 05-32-07-26-0-000-018.000 from R-1, Single Family Low Density Residential District, to B-1, Professional Business District, as approved by the Spanish Fort City Council on April 3, 2023, is hereby for an additional twelve months through April 3, 2025.

SECTION 2. 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, and Ordinance No. 629-2023, shall remain in full force and effect.

SECTION 3. 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 4. Effective Date.

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

ADOPTED and APPROVED this _____ day of _____, 2024.

Michael M. McMillan
Mayor

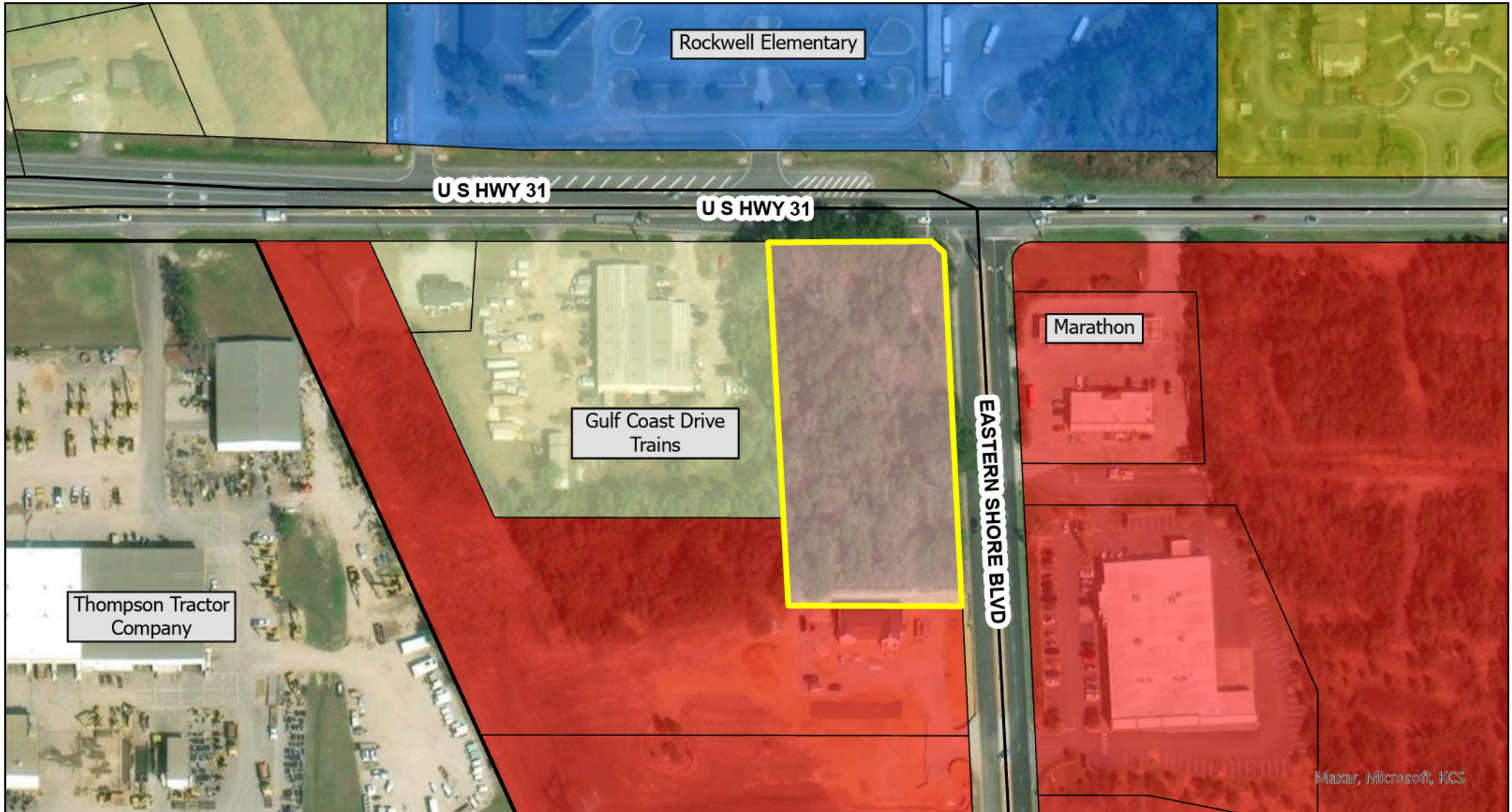
ATTEST:

Rebecca A. Gaines
City Clerk

EXHIBIT "1" TO ORDINANCE NO. 615-2022

LEGAL DESCRIPTION:

Beginning at a point where the South line of the paved highway known as U.S. Highway Number 31 intersects the West line of the Northeast Quarter of the Northwest Quarter of Section 26, Township 4 South of Range 2 East, and run thence South 140 yards to a point on the West line of the said Northeast Quarter of the Northwest Quarter; thence East and parallel with the North line of the said section 70 yards to a point; thence North 140 yards, more or less, to a point on the South line of the said highway; thence West 70 yards, more or less, to the point of beginning, containing 2 acres, more or less, LESS AND EXCEPT an undivided one-half interest in and to all oil, gas and minerals, which the undersigned reserves unto herself, her heirs and assigns



Maxar, Microsoft, KCS

<p>SF_City_Limits — Centerlines</p> <p>Spanish_Fort_Zoni</p> <p>ZONING CLASSIFICATION</p> <p>□</p>	<p>B-1: Professional Business</p> <p>B-2: Local Business</p> <p>B-3: General Business</p> <p>B-4: Major Business District</p> <p>Baldwin County</p> <p>City of Spanish Fort</p>	<p>M-1: Light Industrial</p> <p>PUD: Planned Unit Development</p> <p>R-1: Low-Density Single-Family Residential</p> <p>R-2: Medium-Density Single-Family Residential</p>	<p>R-3: Multi-Family Residential</p> <p>R-3D: Medium Density Multi-Family Residential</p> <p>R-4: Manufactured/Mobile Home Residential</p> <p>State of Alabama</p>	<p>T-1: Telecommunication Tower District</p> <p>B-5: Hotel/Motel</p> <p><all other values></p> <p>Parcels</p>	<p>N</p> <p>0 0.02 0.04 Mi</p> <p>0 0.04 0.08 Km</p>
---	---	--	--	---	--

RESOLUTION NO. 1395-2024

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
BETWEEN THE CITY OF SPANISH FORT AND MATTHEW JONES
ENGINEERING, LLC**

WHEREAS, the City of Spanish Fort wishes to enter into an agreement with Matthew Jones Engineering, LLC to provide design, bidding assistance and construction administration services for the resurfacing of the Spanish Fort Community Center parking lot in the City of Spanish Fort.

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

SECTION 1. The City Council hereby authorizes the Mayor to enter into an agreement with Matthew Jones Engineering, LLC, on behalf of the City as reflected in the proposal and agreement attached as Exhibit 1, subject to any changes to the terms and conditions approved by the Mayor.

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

ADOPTED AND APPROVED this ____ day of _____ 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

Exhibit 1

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **the City of Spanish Fort** (Owner) and **Matthew Jones Engineering, LLC** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Spanish Fort Community Center Resurfacing Project** (Project). Engineer's services under this Agreement (Services) are generally identified as **development of construction plans and specifications to repave the Spanish Fort Community Center, assistance with bid administration, and construction administration services as detailed in the attached proposal dated January 17, 2024 (Proposal)**.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services per the schedule detailed in the Proposal.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of six percent (6%) per annum from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses as detailed in the Proposal.
- E. Basis of Payment
- F. Owner shall pay Engineer for Services as follows:

Fee Schedule

Task 1 – Evaluation:	\$4,430 Lump Sum
Task 2 – Plan and Contract Development:	\$11,425 Lump Sum
Task 3 – Bidding:	\$3,000 T&M NTE @ \$143 per hour
Task 4 – Construction Admin:	\$6,000 T&M NTE @ \$143 per hour
Reimbursable Expenses (CAD and Printing):	\$1,000

- G. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services, times the standard hourly rate of \$143 per hour; plus reimbursement of expenses incurred in connection with providing the Additional Services, or as otherwise agreed upon.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, 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 its officers, directors, members, partners, agents, employees, and subconsultants; and

3. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000, or the total amount of compensation received by Engineer, or (3) the policy limits of Engineer's liability insurance policy, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers,

testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

This Agreement is effective on the date of execution.

Owner:

City of Spanish Fort

(name of organization)

By: _____
(authorized individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

Attest:

Rebecca A. Gaines, City Clerk

Engineer:

Matthew Jones Engineering LLC

(name of organization)

By: _____
(authorized individual's signature)

Date: _____
(date signed)

Name: S. Matthew Jones
(typed or printed)

Title: Owner
(typed or printed)

Address for giving notices:
9427 Wind Clan Trail
Daphne, AL 36526

Designated Representative:

Name: N/A
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

RESOLUTION NO. 1396-2024

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SUNSET CONTRACTING, INC., FOR REPAIRS AT ALDER AVENUE

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

SECTION 1. The City Council hereby authorizes the Mayor to enter into an agreement with Sunset Contracting, Inc., in the amount of \$12,725.00 to perform repairs on the right-of-way at 10369 Alder Avenue. A copy of the proposal for the proposed work is attached hereto as Exhibit 1.

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

ADOPTED AND APPROVED this ___ day of _____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

Exhibit 1

SUNSET CONTRACTING, INC.

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

February 27, 2024

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

Re: 10369 Alder Ave

Attn: Shannon

We offer you a price of \$ **12,725.00** to Repair items listed below.

Items included are listed below.

1. Mobilization
2. Remove Asphalt Area 30' x 12' 2.5" Thick
3. Repave Area 1.5" Thick

Items Excluded are listed Below.

1. Existing Utilities

Thanks

Marion Peterson
Estimator

RESOLUTION NO. 1397-2024

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE SPANISH
FORT FIRE RESCUE DEPARTMENT**

**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 on behalf of the Spanish Fort Fire Rescue Department regarding the application for and administration of potential grant funding to purchase communications equipment that will be P25, Phase II, 7/800 MHz compliant, subject to any changes approved by the Mayor. A copy of the proposed agreement is attached hereto As Exhibit 1.

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 _____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

Exhibit 1

**AGREEMENT REGARDING
BALDWIN COUNTY INTEROPERABILITY COMMUNICATIONS SYSTEM
FOR CITY OF SPANISH FORT**

This Agreement Regarding Baldwin County Interoperability Communications System for the City of Spanish Fort (“Agreement”) is entered into as of the date of execution of this Agreement by the Chairman of the Baldwin County Commission by and between Baldwin County, Alabama, by and through the Baldwin County Commission, a political subdivision of the State of Alabama (the “Baldwin County Commission”), and the City of Spanish Fort (the “City”) as and subject to the terms and conditions set forth below.

WITNESSETH:

Section 1. Purpose:

This Agreement establishes the permission, guidelines, and requirements for the use of the Baldwin County Interoperability P25 700/800 MHz (sometimes referred to as the “System”) by the City.

Section 2. Authority:

Participation in this Agreement and permission to use the System requires the approval and authorization of the Baldwin County Commission and shall be managed by the Baldwin County Communications and Information Systems Department (“CIS”).

Section 3. Applicability:

This Agreement authorizes the use of Baldwin County Interoperability channels and radio frequencies by the City as approved and authorized by the Baldwin County Commission, in its discretion, based on recommendations by CIS. The Baldwin County Commission reserves the right to add or remove approved and authorized agencies, entities, or individuals.

Section 4. Understanding:

A. The Baldwin County Commission by and through the Baldwin County Communication and Information Systems Department (“CIS”) shall do the following:

1. Manage and maintain proper licenses for the use of the interoperability frequencies.
2. Manage and maintain an accurate database of federal, state, county and local government entities or agencies that have been approved and authorized to use the System.
3. Issue any talk groups, channels or subscriber IDs that will be used on the System.
4. The Baldwin County Commission shall have the authority to monitor proper usage of the Interoperability talk groups and channels, although the Baldwin County Commission and its departments, committees or employees shall not be liable for any content or misuse of the System.
5. Maintain the System’s operations, functionality, and upgrades, as deemed necessary for optimal performance of the System.

B. The City shall do the following:

1. Participate in Baldwin County communications planning for countywide communications interoperability as may be required by the Baldwin County Commission, by and through CIS.
2. Manage the proper usage of interoperability frequencies, talk groups and channels by its employees, ensuring compliance with any Federal, State, County or Local laws, ordinances, and rules.

3. Utilize the interoperability frequencies, talk groups and channels hereby authorized for their intended purpose of coordination between emergency first responders.
4. Use the interoperability frequencies, talk groups and channels for on-scene incident communications, as established by the on-scene Incident Commander and governed by any Federal, State, County or Local laws, ordinances, or rules.
5. Implement radio communications procedures consistent with National Incident Management Systems (NIMS) and Incident Command Systems (ICS).
6. Ensure that agency mobile, portable, and base radios intended for use by the agency for interoperability communications on the 700/800 MHz radio system are properly configured for the proper interoperability frequencies, talk groups and channels, as outlined by the Baldwin County Commission by and through CIS, and ensure that such radios are properly maintained and upgraded.

Section 5. Procedures:

The Baldwin County Commission reserves the right to adopt, change or amend any policies, procedures or rules related to the use of the System, and/or any provision of this Agreement, as deemed necessary, in its discretion, with or without the consent or approval of the City or other entities or agencies. Such change or amendment shall become effective immediately upon its adoption and approval by the Baldwin County Commission. Such change or amendment shall be provided to the City in writing. In the event the City disagrees or objects to such change or amendment, the City shall have the right to terminate this Agreement in accordance with Section 7.

Section 6. Compensation:

The City shall pay to the Baldwin County Commission the sum of \$10.00 per month for each radio or communication device activated on the System. The CIS Department will verify on a monthly basis the number of radio or communication devices activated on the System for City. Payments shall be made on or before the February 1 of each year for all sums accrued each month through and including the date of payment. At the termination or expiration of this Agreement, all outstanding amounts owed shall be paid to the Baldwin County Commission within ninety (90) days of such expiration or termination. The City shall be responsible for all costs of operation for each radio or communication device activated and/or used on the System, including, but not limited to, acquisition costs and costs associated with activation or deactivation of individual radios or communication devices.

Section 7. Term and Termination:

This Agreement shall be for a term of three years, unless otherwise terminated by the parties as set forth herein. Any party may cancel or terminate this Agreement by giving ninety (90) days written notice of such termination to the other party. In the event of such termination, the City shall pay the fees incurred through the date of termination, and the City shall bear the cost of separating from the System.

Section 8. Disclaimer of Warranties:

The Baldwin County Commission in no way warrants or guarantees, and expressly disclaims any warranties or guarantees for or related to, the services and/or equipment installed and/or serviced under this Agreement. Reasons that may affect, interrupt, cause failure or otherwise limit the use of such services and/or equipment include, but are not limited to, the following: a power outage, a fiber optic line cable being cut, equipment not configured properly, and/or any event above and beyond the Baldwin County Commission's reasonable control, including, without limitation, any government actions, fire, work stoppages, civil disturbances, interruptions of power or communications to Baldwin County or any facilities used by or for Baldwin County, failure of internet, hosting, telecommunications, or other services to Baldwin County or facilities used by or for Baldwin County, natural disasters, acts of God, or acts of terrorism or war, or the lines not being compatible with the software and/or equipment used by the City.

THE BALDWIN COUNTY COMMISSION MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICES AND/OR EQUIPMENT WILL MEET THE REQUIREMENTS OF THE CITY. Without limiting the foregoing, the Baldwin County Commission does not warrant that the services and/or equipment will be without failure, delay, interruption, error, degradation of voice quality or loss of content, data, or information. Neither Baldwin County nor its Commissioners, officers, directors, employees, representatives, affiliates, or agents will be liable for unauthorized access to Baldwin County's or the City's transmission facilities or premises equipment or for unauthorized access to, alteration, theft or destruction of, data files, programs, procedures or information through accident, fraudulent means, or equipment or any other method, regardless of whether such damage occurs as a result of the Baldwin County's or its agent's or vendor's negligence. Statements and descriptions concerning the services and/or equipment are informational and are not given as a warranty of any kind.

The Baldwin County Commission does not warrant or guarantee that the information sent, relayed, carried, or delivered through any third parties' networks/services will reach its destination or its correct address or recipient, or that the details of the recipient or sender are correct or accurate. Baldwin County shall not be liable for, and shall be excused from, any failure to deliver or perform, or for any delay in delivery or performance of services due to causes beyond its reasonable control.

Section 9. Hold Harmless:

A. Indemnity and Hold Harmless. To the fullest extent allowed by law, the City shall indemnify, defend and hold Baldwin County, its Commissioners, officers, directors, agents, employees and County Representatives (collectively referred to in Section 9 as "Baldwin County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Baldwin County or any County Representative, as a result of any entry upon or activity conducted by, or any act or omission of, City or any City representative, employee, agent, or subcontractor arising out of or related to this Agreement, including, but not limited to, the construction, maintenance, upgrade, repair or removal of any information or equipment from the property and/or facilities. Baldwin County does not and shall not waive any rights against the City which it may have by reason of this indemnification and hold harmless agreement. This indemnification and hold harmless agreement by the City shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.

B. Further Liability. In no event or way will Baldwin County, its Commissioners, officers, directors, or County Representatives be liable for any direct, incidental, indirect, special, punitive, exemplary, or consequential damages, or for any other damages, including, but not limited to, personal injury, wrongful death, property damage, loss of data, loss of revenue or profits, or damages arising out of or in connection with the use or inability to use the services and/or the equipment installed and/or serviced under this Agreement. The limitations set forth herein apply to claims founded in all areas, including, but not limited, to breach of contract, breach of warranty, and product liability, and apply whether or not Baldwin County was informed of the likelihood of any particular type of damages.

Section 10. Legal Compliance:

The City shall at all times comply with all applicable federal, state, county, local laws and regulations. The City agrees to use the services and/or equipment installed and/or serviced under this Agreement only for lawful purposes. The City will be responsible for any and all liability that may arise out of content transmitted by the City to any person, whether authorized or unauthorized, using the services and/or equipment.

Section 11. Core Owners:

Baldwin County Commission owns and operates, at its discretion, Zone 2 of the Alabama Interzone Radio System (AIRS). Baldwin County will provide best effort to accommodate the needs of other Core Owners and agencies across the State, but the Commission's first priority will be to its local agencies.

Section 12. Miscellaneous:

- A. This Agreement shall not be construed more strictly against one party than against the others merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Baldwin County Commission and the City have contributed substantially and materially to the preparation of this Agreement.
- B. This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.
- C. This Agreement may not be modified in any manner other than by an agreement as specified herein.
- D. This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be delivered by facsimile transmission.
- E. This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.
- F. If any part, section, or subdivision of this Agreement shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Agreement, which shall continue in full force and effect notwithstanding such holding.
- G. The headings or captions in this Agreement are for convenience only and shall not limit or otherwise affect the meaning hereof.
- H. The City's indemnity and hold harmless obligations under this Agreement shall survive expiration or termination of this Agreement.

BALDWIN COUNTY COMMISSION:

By: James E. Ball
Its: Chairman

Attest: _____
By: Ronald J. Cink
As: Budget Director

City of Spanish Fort:

By: Michael M. McMillan
Its: Mayor

Attest: _____
By: Rebecca A. Gaines
Its: City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that James E. Ball, as Chairman of the Baldwin County Commission, and Ronald J. Cink, as Budget Director of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and Budget Director of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the _____ day of _____, 2022.

Notary Public, Baldwin County, Alabama
My Commission expires: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that Michael M. McMillan, as Mayor of the City of Spanish Fort, Alabama, and Rebecca A. Gaines, as City Clerk, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he/she, as such Mayor of the City of Spanish Fort, Alabama, and City Clerk of the City of Spanish Fort, Alabama, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of the City of Spanish Fort, Alabama.

Given under my hand and seal this the _____ day of _____, 2022.

Notary Public, Baldwin County, Alabama
My Commission expires: _____

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding (MOU) is to document the mutual understand of the four (4) Fire Departments in Baldwin County, Alabama in obtaining and administration of funding to purchase Communication Equipment that will be P25, Phase II, 7/800 MHz Compliant.

The following Departments have agreed to support a grant application to the 2023 Assistance to Firefighter Grant Program to fund the purchase of this equipment: Loxley VFD, Daphne FD, SilverHill FD, and Spanish Fort Fire Department.

This equipment will enable the departments to utilize the Alabama Interoperable Radio System (AIRS) which will enable interoperability with emergency responders throughout Alabama.

The Departments collectively agree to the following:

1. Loxley VFD will serve as the host agency to submit the Application and serve as the grant administrator for the Departments in the event of approval.
2. Ed Vaughn will be the primary point of conduct for all matters pertaining to this grant.

Upon notification that the grant has been awarded, the Departments agree to the following:

1. Loxley VFD will be responsible for ensuring the procurement process followed is according to Code of Federal Regulations (CFR) Part 200 Subpart D Chapter 200.317 through 200.326-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
2. Loxley VFD will be responsible for coordination of the **single audit** required by OMB Circular A-133 if it is required.
3. All items approved under the Application will be procured and administered through Loxley VFD.
4. The Departments agree to accept the 2023 AFG Regional Award and accept their respective equipment as listed in the Application.
5. Loxley VFD agrees, as the host agency, to provide accountability for the assets acquired under the Regional AFG award and provide reporting requirement deliverables. As such, the Departments agree to provide Loxley VFD with this information on a timely basis to remain in compliance with the requirements of the grant.
6. Loxley VFD will be responsible for submitting any and all performance reports required by the AFG program to be submitted to FEMA. *and as approved based on*
7. Loxley VFD will serve as the representative for the group when FEMA conducts an audit of the grant award.
8. The Departments agree to provide the required match in the amount of the total cost of their requested items as detailed in the Application as required under the Regional AFG Notice of Funding Availability (NOFO). The Departments understand that FEMA may reduce the amount and quantity requested in the application before a grant award is made. The match will be adjusted accordingly. *adjustment*
9. The Departments understand that if FEMA makes an ~~adjust~~ *approved or adjusted* to the amount or quantity requested, it does not release the Department's obligation to purchase the ~~requested~~ *requested* quantity.
10. The required match will be paid by the Departments within 30 days after receipt of an invoice from Loxley VFD in advance of equipment delivery. The match will be divided among the four (4) Departments based upon the approved schedule of items in Attachment A. *and provide the adjusted matching funds based on the adjusted quantity.*
11. The equipment purchased with the funds from the grant award will be distributed to each Department based upon the schedule of requested and awarded items approved prior to submission of the grant application.
12. Any expenditure by the Department beyond the grant award will be the responsibility of the Department and invoiced by the vendor directly to the Department, separately from the purchase made with grant funds.
13. The Departments understand and agree that if a Department ceases operation before the end of life of the equipment or becomes in default after paying their financial share; the equipment will be returned to Loxley VFD. Redistribution will be determined by the remaining Departments included in this agreement.
14. The Departments will implement this potential collaboration during the Period of Performance commencing on the effective date of the Period of Performance. Unless renewed by the Parties, the MOU will expire at the end of the grant's Period of Performance and approved close out.

EWV

JR

15. Each Department warrants and represents that it has the full power and authority to enter into and perform this MOU; and that the person signing on behalf of each Department has been properly authorized and empowered to enter this MOU.

Name	Department	Signature	Date
Ed Vaughn	Loxley VFD	<u>Deputy Chief Ed Vaughn</u> <small>Deputy Chief Ed Vaughn (Mar 8, 2014 10:06 CST)</small>	08/03/2024
Joey Holasz	Daphne Fire Department		
Joshua Rice	SilverHill VFD	<u>Joshua Rice</u> <small>Joshua Rice (Mar 8, 2014 10:06 CST)</small>	08/03/2024
Roger Few	Spanish Fort Fire & Rescue		

2023 AFG Application EMW-2023-FG-08059
 BALDWIN COUNTY ALABAMA
 REGIONAL GRANT APPLICATION
 Radios

	36	45	24	44	149
Portable Radio-per Riding position					
COST PER RADIO	\$ 6,625.00	\$ 6,625.00	\$ 6,625.00	\$ 6,625.00	\$ 6,625.00
TOTAL COST	\$ 238,500.00	\$ 298,125.00	\$ 159,000.00	\$ 291,500.00	\$ 987,125.00
Federal Share	\$ 216,818.18	\$ 271,022.73	\$ 144,545.45	\$ 265,000.00	\$ 897,386.36
Department Match	\$ 21,681.82	\$ 27,102.27	\$ 14,454.55	\$ 26,500.00	\$ 89,738.64
	<u>EMW</u>				
					<u>JR</u>

Signature:
 Email: rfew@spanishfortfire.org