

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

Regular Meeting
January 6, 2025
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 December 16, 2024
Regular Meeting December 16, 2024

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

The City of Spanish Fort and the Spanish Fort Public Library will be closed on Monday, January 20, 2025, to commemorate the Martin Luther King Junior Holiday. The City Council work session and meeting scheduled for Monday, January 20, 2025, will be held on Tuesday, January 21, 2025, with the work session beginning at 4:00 p.m. and the City Council meeting following at 6:00 p.m.

- IX. OLD BUSINESS
- X. NEW BUSINESS

Promotion Ceremony for Fire Department Personnel

Proclamation Proclaiming Human Trafficking Awareness and Prevention Month in the City of Spanish Fort

Ordinance No. 693-2025----An Ordinance Authorizing the Mayor to Enter into an Intergovernmental Services Agreement with the Baldwin County Commission for the Use of County-owned Voting Machines and the Services of the County Voting Machine Custodian and Employees for Municipal Elections

Ordinance No. 694-2025-----An Ordinance Exempting Certain “Covered Items” from the Municipal Sales and Use Tax During the Last Full Weekend of February 2025, as Authorized by Act No. 2012-256, as Amended, Generally Referred to as the Alabama Severe Weather Preparedness Sales tax Holiday Legislation

Resolution No. 1475-2025----A Resolution Authorizing the Mayor to Enter into an Agreement with The Haven, Inc.

XI. ADJOURN TO NEXT MEETING
Work Session and Regular Meeting, January 21, 2025

Spanish Fort City Council

Minutes, Work Session, Monday, December 16, 2024

The City Council of the City of Spanish Fort, Alabama, met December 16, 2024, at 4:01 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, Stephen Winn, Mary Brabner and Mayor McMillan. A quorum being present, the work session proceeded.

The Council discussed general municipal business.

City Attorney David Conner 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 Brabner and seconded by Councilmember Gustafson to go into executive session at 4:45 p.m. to discuss the aforementioned matters. Mayor McMillan called for the polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan announced that the executive session would last approximately 45 minutes and that the Work Session would resume upon the conclusion of the executive session. At 5:31 p.m. City Clerk Rebecca Gaines announced the work session would continue approximately an additional 20 minutes.

The Council reconvened at 5:56 p.m.

The Council discussed general municipal business.

There being no further business before the Council, the work session adjourned at 5:56 p.m.

Approved this _____ day of January, 2025.

Rebecca A. Gaines, CMC
City Clerk

**Spanish Fort City Council
Minutes, Regular Meeting, December 16, 2024**

CALL TO ORDER

The City Council of the City of Spanish Fort, Alabama, met Monday, December 16, 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, Stephen Winn, Mary Brabner and Mayor McMillan. A quorum being present, the meeting proceeded.

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 December 2, 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 Curt Smith reported that the Planning Commission had 2 work session items postponed at the December work session.

Councilmember Gustafson reported that the Junior City Council has planned for Senator Chris Elliot and Representative Matt Simpson to visit the Junior City Council to speak on their experiences in the Alabama Legislature. Also, the Junior City Council is planning the annual Jimmy Faulkner Drive cleanup for March 22, 2025, and is also working with University Hospital and the Library to assist in presenting a Safety Day for the City.

PUBLIC PARTICIPATION

There was none.

ANNOUNCEMENTS

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

Christmas tree recycling will be available at Fire Station One, located at 7580 Spanish Fort Blvd. A roll off dumpster for the placement of trees will be located on the east side of the property, beginning in late December, and will be in place through early January.

The City will be partnering with Waste Pro to place roll-off dumpsters at Spirit Park, located at the end of Emily Frances Lane, beginning on December 20, 2024, and continuing through January 3, 2025, for the purpose of recycling paper and cardboard generated from the Holidays. Other forms of trash should not be placed in these dumpsters.

The Spanish Fort Community Center will be closed for the Christmas holidays on December 24, 2024, and December 25, 2024. The Spanish Fort Public Library will also close at 4:30 p.m. on December 23, 2024. The Community Center will be closed on January 1, 2024, for the New Year's Day holiday.

Please join us for the City of Spanish Fort's annual reading of "**THE NIGHT BEFORE CHRISTMAS**" by Clement Clarke Moore, Thursday, December 19, 2024, at 6:00 p.m., Spanish Fort

Community Center, 7361 Spanish Fort Boulevard, Spanish Fort, Alabama. Parents are encouraged to bring their children in their pajamas and their favorite blanket.

Join the City Council immediately following tonight's City Council meeting as we honor the City's long-time prosecutor, Ms. Karol Kemp. Ms. Kemp will be sworn in as Circuit Judge for Baldwin County in January. We will host a reception immediately following this meeting.

Waste Pro will not pick up on Christmas Day, December 25, 2024, or New Year's Day, January 1, 2025. Customers scheduled for pickup on those days will instead have their residential trash picked up on the next day. All other customers will see a one-day delay in residential trash pickup the remainder of those weeks.

OLD BUSINESS

There was none.

NEW BUSINESS

Proclamation of Karol J. Kemp Day in the City of Spanish Fort

Mayor McMillan issued a proclamation proclaiming December 16, 2024, as Karol J. Kemp Day in the City of Spanish Fort. David Conner read the proclamation. Mayor McMillan presented the proclamation to City Prosecutor Karol J. Kemp.

Presentation of Donation to the Friends of the Spanish Fort Public Library from the Junior City Council

Mayor McMillan called upon the Junior City Council members who presented a donation of \$339.00 to Librarian Shanavia Reed and Friends of the Spanish Fort Public Library President Curtis VanOrder. The donation represented proceeds and donations received from the recent Junior City Council craft fair held at the Eastern Shore Centre on November 16, 2024.

Ordinance No. 688-2024

Mayor McMillan presented Ordinance No. 688-2024, an ordinance altering and establishing the district lines or boundaries for the 2025 and subsequent municipal elections. David Conner explained the proposed ordinance. Discussion followed. Mayor McMillan opened the public hearing. There were no speakers. Mayor McMillan closed the public hearing. Discussion followed.

A motion was made by Councilmember Smith and seconded by Councilmember Gustafson to adopt Ordinance No. 688-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan declared the Ordinance adopted.

Ordinance No. 689-2024

Mayor McMillan presented Ordinance No. 689-2024, an ordinance amending Ordinance No. 51-96 of the City of Spanish Fort, changing the zoning classification of certain property located at 10880 U.S. Highway 31, Spanish Fort, Alabama, and bearing Tax Parcel No. 05-32-07-26-0-000-001.001 from R-1 to B-3. David Conner explained the proposed ordinance. Discussion followed. Mayor McMillan opened the public hearing. There were no speakers. Mayor McMillan closed the public hearing. Discussion followed.

A motion was made by Councilmember Brabner and seconded by Councilmember Smith to adopt Ordinance No. 689-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan declared the Ordinance adopted.

Ordinance No. 691-2024

Mayor McMillan presented Ordinance No. 691-2024, an ordinance amending Ordinance No. 51-96 of the City of Spanish Fort, Alabama. David Conner explained the proposed ordinance. Discussion

followed. Due to Councilmember comments and suggestions regarding the proposed amendment, this item will be revised and resubmitted to the City Council after amendment.

Ordinance No. 693-2024

Mayor McMillan introduced Ordinance No. 693-2024, an ordinance authorizing the Mayor to enter into an Intergovernmental Services Agreement with the Baldwin County Commission for the use of County-owned voting machines and the services of the County voting machine custodian and employees for Municipal Elections. David Conner informed the Council that he has a conflict of interest on this item and explained the proposed ordinance and noted he had a conflict of interest on the matter. Discussion followed.

Resolution No. 1472-2024

Mayor McMillan presented Resolution No. 1472-2024, a resolution establishing paid holidays for eligible City employees and staff for the 2025 Calendar Year. Discussion followed.

A motion was made by Councilmember Gustafson and seconded by Councilmember Perry to adopt Resolution No. 1472-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1473-2024

Mayor McMillan presented Resolution No. 1473-2024, a resolution appointing members to the Spanish Fort Public Library Board. Discussion followed.

A motion was made by Councilmember Brabner and seconded by Councilmember Winn to adopt Resolution No. 1473-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1474-2024

Mayor McMillan introduced Resolution No. 1474-2024, a resolution concerning the use of Coronavirus State and Local Fiscal Recovery Funds. Discussion followed.

A motion was made by Councilmember Smith and seconded by Councilmember Brabner to suspend the rules for immediate consideration of Resolution No. 1474-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Winn, 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 Smith and seconded by Councilmember Gustafson to adopt Resolution No. 1474-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

ADJOURNMENT

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

Approved this ____ day of January, 2025.

Rebecca A. Gaines
City Clerk.

RESOLUTION NO. 1475-2025

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH THE HAVEN, INC.**

**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 the Haven, Inc. for assistance with the care and adoption of stray animals held at the Spanish Fort dog holding facility. A copy of the proposal for the proposed work is attached hereto as Exhibit 1, subject to changes approved by the Mayor.

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

ADOPTED AND APPROVED this ____ day of December, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

Exhibit 1 to Resolution No. 1475-2024

AGREEMENT FOR DOG ASSESSMENT AND PLACEMENT SERVICES

This Agreement ("Agreement") is made and entered into this ____ day of _____, 2024, by and between: THE HAVEN, INC. ("The Haven"), an Alabama non-profit corporation and THE CITY OF SPANISH FORT, ALABAMA ("City"), an Alabama municipal corporation

WITNESSETH:

WHEREAS, the City desires to contract for live-outcome programs for City unclaimed dogs within its municipal limits; and

WHEREAS, The Haven, established in 2000 by Dr. Teresa Marshall, DVM, is a 501(c)(3) nonprofit, no-kill animal shelter located in Fairhope, Alabama, with more than twenty (24) years of experience in animal welfare and sheltering; and

WHEREAS, The Haven has demonstrated expertise in municipal shelter operations through its successful public-private partnership with the City of Fairhope, where it has effectively managed and operated the municipal animal shelter since 2000; and

WHEREAS, The Haven possesses unique qualifications including:

- a) More than two decades of experience in animal evaluation, care, and placement;
- b) Established protocols for municipal shelter operations;
- c) Proven success in implementing life-saving programs;
- d) Expertise in public-private partnerships for animal services; and
- e) A comprehensive network of rescue partners and adoption resources; and

WHEREAS, The Haven has obtained and currently holds all licenses, permits, certifications, or other authorization required by federal, state and local laws or regulations to engage in such business; and

WHEREAS, The Haven has demonstrated capability in providing similar services to other municipalities within Baldwin County, maintaining high standards of quality service and operational transparency.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

The Haven shall provide the following services to the City:

- a) Conduct behavioral evaluations on dogs whose mandatory seven day stray hold time has expired.
- b) Work with the City to determine the dogs Asilomar Accords definition upon intake and outcome.
- c) Accept unclaimed dogs from City who are deemed adoptable and have one of the following Asilomar Accords definitions assigned to upon outcome: Healthy, Treatable-Rehabilitatable, and Treatable-Manageable.
- d) In accordance with the terms of this agreement, accept dogs into the Haven's Foster Program to facilitate animal adoptions.
- e) Maintain accurate records of all animals received and their disposition

The City shall provide the following to The Haven:

- a) City is authorized to enter into this Contract and City of Spanish Fort hereby grants access and authority to The Haven to utilize a designated portion of the Dog Holding Kennel and dog outdoor exercise area located at 30739 Ember Ln., Spanish Fort, Alabama, 36527, for the purpose of providing service pursuant to this Agreement to the City.

2. TERM

This Agreement shall be for a term of one (1) year beginning _____, 2024, and ending _____, 2025, unless terminated earlier as provided herein.

3. COMPENSATION

If a dog transfer is authorized by the Mayor or his or her designated representative, The City agrees to pay The Haven for services rendered as follows:

a) Fee Structure for Dog Transfers

1. Healthy Dog Transfer Fee: \$50

Definition: The term “healthy” means and includes all dogs eight weeks of age or older that, at or subsequent to the time the animal is taken into possession, have manifested no sign of a behavioral or temperamental characteristic that could pose a health or safety risk or otherwise make the animal unsuitable for placement as a pet, and the dog has manifested no sign of disease, injury, a congenital or hereditary condition that adversely affects the health of the animal or is likely to adversely affect the animal’s health in the future, as determined by the Haven.

Eligibility Criteria:

- Already spayed/neutered
- Heartworm negative
- Age: 8 weeks to 6 years
- Only requires:
 - Basic vaccines
 - Deworming
 - Flea/tick/heartworm preventative

2. Treatable-Rehabilitatable Dog Transfer Fee: \$200

Definition: Dogs who are not currently "healthy" but are likely to become healthy with reasonable care and treatment, as determined by the Haven.

Examples include dogs requiring:

- Spay/neuter surgery
- Heartworm treatment
- Minor medical procedures
- Basic behavioral modification
- Treatment for common infections or conditions
- Recovery from injury or illness

3. Treatable-Manageable Dog Transfer Fee: \$300

Definition: Dogs who may not achieve full health but can maintain good quality of life with ongoing care, as determined by the Haven.

Examples include dogs with:

- Chronic but manageable conditions
- Special dietary needs
- Ongoing medication requirements
- Long-term behavioral management needs
- Mobility issues
- Age-related conditions (senior dogs)

4. Non-Transferable: Unhealthy/Untreatable

The Haven does not transfer dogs in this category, as determined by the Haven, which includes:

- Dogs with severe behavioral issues posing safety risks
- Terminal conditions with poor prognosis
- Severe medical conditions beyond reasonable treatment
- Puppies under 8 weeks unlikely to survive
- Conditions causing significant suffering

Additional Notes:

1. Fees cover basic costs associated with initial care and assessment
2. Transfer fees may be adjusted if approved by the Mayor, or his or her designee, prior to the transfer, based on:
3.
 - Available medical history
 - Special circumstances or agreements
4. All transfers include:
 - Available medical records in its possession
 - Behavioral assessment results
 - Known history
 - Transfer documentation
5. Payment terms:
 - Invoice available for approved rescue partners
 - Bulk transfer rates may be negotiated
 - Payments shall be made monthly within twenty (20) days of receipt of invoice

4. THE HAVEN'S OBLIGATIONS

The Haven shall:

- a) Maintain proper licensing and permits
- b) Comply with all applicable laws and regulations
- c) Maintain adequate insurance coverage
- d) Provide monthly reports of services rendered
- e) Maintain proper facilities and trained staff

5. CITY'S OBLIGATIONS

The City shall:

- a) Provide timely payment for services
- b) Provide all records on the animals in its possession to The Haven
- c) Maintain communication regarding animal needs
- d) Support public awareness of animal control services

6. INSURANCE

- a) **Commercial General Liability.** The Haven shall maintain a broad form commercial general liability insurance policy with coverage of not less than \$1,000,000 combined single limit per occurrence, with an annual aggregate of \$2,000,000 for bodily injury, personal injury or property damage. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by The Haven's breach of policy provisions. City will maintain commercial general liability insurance covering the portion of the dog holding kennels occupied by the City.

- b) Workers' Compensation Insurance. The Haven shall comply with the Alabama Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. The Haven shall provide City with such assurances as City may require from time to time that The Haven is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.
- c) Professional Liability. The Haven shall maintain a professional liability insurance policy with coverage limits of not less than \$1,000,000 to protect The Haven from claims for professional acts, errors or omissions arising from the Services.

7. RELATIONSHIP OF PARTIES

- a) Whether The Haven is a corporation, partnership, legal entity or an individual, The Haven's relationship to City is that of an independent contractor. The manner in which the Services are performed shall be controlled by The Haven. The Haven is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein.

8. INDEMNIFICATION

- a) The Haven shall indemnify, defend and hold the City, its officers, agents and employees harmless from and against any and all claims, actions, liabilities, costs, including costs of defense arising out of or in any way related to The Haven's breach of this Contract, or The Haven's negligence in performance of the Services, or other actions or failure to act by The Haven or the Haven's employees, agents, officers and contractors. In the event any such action or claim is brought against the City, The Haven shall, upon the City's tender, defend the same at its sole cost and expense, promptly satisfy any judgment adverse to the City or to the City and the Haven jointly, and reimburse the City for any loss, cost, damage or expense (including legal fees) suffered or incurred by the City.

9. TERMINATION

- a) Either party may terminate this Agreement with or without cause, by giving 90 days written notice to the other party. Upon termination, The Haven shall be compensated for services rendered through the effective date of termination. The City reserves the right to suspend services under the Contract if deemed necessary in its discretion.
- b) Obligations on Termination. Upon termination of the Contract for any reason, The Haven shall promptly and peaceably remove itself, its officers and employees from the location in which the Services have been performed. The Haven shall leave City's property and equipment in good condition and repair and in good working order, reasonable wear and tear excepted. If The Haven fails to remove its property, City may, at The Haven's sole expense, remove the same to a public warehouse for storage or retain the same in its own possession. If such property is not claimed by The Haven within 10 days after the termination date, City may sell the same at public auction, the proceeds to be applied first to the expenses of removal, storage and sale, then to any sums owed by The Haven to City, with any balance remaining to be paid to The Haven. If the expenses of removal, storage and sale exceed the proceeds of sale, The Haven shall promptly pay such excess to City upon demand.

10. COMPLIANCE WITH LAWS

- a) The Haven shall comply with all applicable Federal, State and local laws, rules, ordinances and regulations at all times and in the performance of the Services.

11. NOTICES

All notices shall be in writing and sent to:

For The Haven:
Michael Graham, Executive Director, The Haven
Physical Address: The Haven, Inc.
559 South Section Street
Fairhope, AL 36532

Mailing Address: P.O. Box 1063
Fairhope, AL, 36533

For the City:
Michael M. McMillan
Mayor
City of Spanish Fort
7361 Spanish Fort Blvd.
Spanish Fort, Alabama 36527

12. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Alabama.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and may only be modified in writing signed by both parties.

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

THE HAVEN, INC.

By: _____
Michael Graham
Executive Director

CITY OF SPANISH FORT, ALABAMA

By: _____
Michael M. McMillan
Mayor

ATTEST:

City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that Michael M. McMillan and Rebecca a Gaines, whose names are signed to the foregoing instrument on behalf of the City of Spanish Fort, Alabama, a municipal corporation, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they with full authority, executed the same voluntarily for and as the act of said municipality.

Given under my hand and seal this ____ day of _____, 2025.

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 Graham, whose name as Executive Director, of The Haven, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this ____ day of _____, 2025.

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

ORDINANCE NO. 693-2025

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL SERVICE AGREEMENT WITH THE BALDWIN COUNTY COMMISSION FOR THE USE OF COUNTY-OWNED VOTING MACHINES AND THE SERVICES OF THE COUNTY VOTING MACHINE CUSTODIAN AND EMPLOYEES FOR MUNICIPAL ELCTIONS

WHEREAS, the City of Spanish Fort, Alabama, does not own any form of voting equipment and has always made arrangements with Baldwin County to use their voting equipment; and

WHEREAS, the City Council desires to contract with the Baldwin County Commission for the use of the County-owned voting equipment and needed personnel for municipal elections.

NOW, THEREFORE, BE IT ORDAINED 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 Intergovernmental Service Agreement with the Baldwin County Commission for the use of their voting equipment and needed personnel for municipal elections. A copy of the agreement is attached hereto as Exhibit 1, subject to any changes approved by the Mayor.

SECTION 2. 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 Resolution, which shall continue in full force and effect notwithstanding such holding.

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

ADOPTED and APPROVED this ____ day of January, 2025.

Michael M. McMillan
Mayor

Attest:

Rebecca A. Gaines, CMC
City Clerk

INTERGOVERNMENTAL SERVICE AGREEMENT

This Intergovernmental Service Agreement (“Agreement”) is entered into by and between the Baldwin County Commission (hereinafter “County”) and the City/Town of _____, Alabama (hereinafter “City/Town”), as follows:

RECITALS

WHEREAS, County is the duly formed governing body in and for Baldwin County, Alabama, and City/Town is an incorporated municipality of the State of Alabama; and

WHEREAS, as authorized by Code of Alabama 1975, Section 11-102-1, any county or incorporated municipality of the State of Alabama may enter into a written contract with any one or more counties or incorporated municipalities for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually; and

WHEREAS, no contract entered into pursuant to this chapter shall take effect until the contract has been approved by the governing body of each of the contracting municipalities or counties. Approval by a county governing body shall be by adoption of a resolution, and approval by a municipal governing body shall be by adoption of an ordinance of general and permanent operation; and

WHEREAS, to cooperate in the administration of the electoral franchise benefiting the public, the County allows the Cities/Towns to use the County’s voting machines, at no cost, for municipal elections with the understanding that each municipality shall be responsible for all costs associated with the provision of services of the County Voting Machine Custodian and any and all other election related costs; and

WHEREAS, the City/Town has requested that the County assist the City/Town in its administration of the electoral franchise benefiting the public by providing the City/Town with the use, at no cost, of County-owned voting machines as requested from time to time during municipal elections; and

WHEREAS, the City/Town agrees to remit to the County any and all actual costs for labor, expenses and equipment incurred by County in its performance of this Agreement; and

WHEREAS, County and City/Town now wish to enter into this Agreement to provide for the reimbursement of County for the costs associated with the services which may be provided by the County Voting Machine Custodian, a County employee, or any other County employee in connection with the transportation, installation, service, maintenance, testing and use of County voting machines during municipal elections.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, County and City/Town do hereby agree as follows:

1. **Recitals:** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.
2. **Purpose and Services to Be Performed:** The parties acknowledge and agree that the purpose of this Agreement is to provide for the reimbursement of County costs associated with the services which may be provided by the County Voting Machine Custodian, or his or her designee(s), in connection with the transportation, installation, service, maintenance, testing and use of County-owned voting machines during municipal elections. Upon request by the City/Town and approval by the County Administrator, the County Voting Machine Custodian, or his or her designee(s), shall be responsible for transporting, installation, servicing, testing and maintaining County Voting Machines for use in municipal elections, and the City/Town shall be responsible for reimbursement of the actual cost to the County for the provision of such services and for expenses incurred in connection with transport, maintenance, service, use and installation of the voting machines.
3. **Exclusive Contract:** The City/Town acknowledges that, due to the possibility of damaging the machines, only the County Voting Machine Custodian, or his or her designee(s), shall transport, install, service, maintain and/or test the voting machines for use during municipal elections. Notwithstanding this provision, the County Administrator may give consent for the City/Town to use the services of (manufacturer) to service or test such machines. The City/Town acknowledges that it will not and may not contract directly with County employees for the provision of such services.
4. **Reimbursement:** The County Voting Machine Custodian, or such other County employees as are designated to perform services under this agreement, shall maintain a record of all time and expenses incurred in connection with the transportation, installation, testing, service, maintenance and use of County voting machines. Prior to the election, upon request, the County shall provide the City/Town with the hourly rate to be charged by the County for the services of the County Voting Machine Custodian and/or his or her designee(s). Within 21 days after the election, the County shall provide an itemized invoice to the Town/City which reflects the cost to the County for the time and expenses incurred by such County employees and the County in connection with the use of the voting machines. Upon receipt of such invoice, the City/Town shall pay the invoiced sum within thirty (30) days.
5. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties ("Effective Date").
6. **Term:** The term of this Agreement shall be for three (3) years from its Effective Date. This document may be amended only upon written approval by the parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the parties. The parties may renew the

contract for another term of not more than three (3) years on the same or amended terms by the same method by which the original contract was adopted.

7. **Termination and Notice:** Notwithstanding the foregoing, either Party may terminate this Agreement, with or without cause, upon written notice to the other Party. A Party's said notice shall be deemed effective, and the Agreement deemed terminated, thirty (30) days after the date such notice is mailed by certified mail to the other Party. In the event of termination by either Party, the City/Town shall be responsible for all costs incurred by the County through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To City/Town:

To County:

Baldwin County Commission
Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

8. **Indemnity and Limitations of Liability:** City/Town accepts the voting machines, work, property, product and services of the County as a result of the Project in its "WHERE IS," "AS IS," condition and acknowledges that the County has made no representation or warranty to City as to, and has no obligation for, the condition of the voting machines, work, property, product and services of the County or its employees. City/Town assumes the risk of any latent or patent defects or problems that are or may be contained in the voting machines, work, property, product and services of the County. City/Town agrees that the County shall not be liable for any injury, loss or damage on account of any defects or problems or from the services performed by County employees. City/Town for itself and City/Town Representatives waive and release the County from any claims for injury or damages to the City/Town by reason of the condition of the voting machines, work, property, product and services of the County or otherwise.

Furthermore, City/Town shall defend, indemnify and hold County harmless from and against all demands, actions and claims of any description whatsoever, for any and all claimed loss, injury or damages incurred by the use of County voting machines and the services of County employees, including, but not limited to, attorneys' fees and costs, arising out of, relating to, or resulting from, any and all acts or omissions in relation to the obligations hereunder.

All indemnity obligations, representations and assurances contained within this Agreement shall survive and exist beyond the date of termination or expiration of this Agreement, and time, or the lapse thereof, shall not be used for or argued as a defense by the City/Town against the same.

Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County or City/Town or in any way diminish any immunity, absolute or qualified, to which the County and City/Town are otherwise entitled by law.

9. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City/Town and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
10. **Both Parties Contributed Equally to the Agreement:** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both County and City/Town have contributed substantially and materially to the preparation of this Agreement.
11. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
12. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer or other encumbrance signed by the parties.
13. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the state of Alabama, including, without limitation, all issues relating to formation, interpretation and available remedies, without regard to Alabama conflict of law principles.
14. **Counterparts:** This Agreement may be executed in one or more counterparts, and all such counterparts shall substitute the same agreement. It shall be necessary to account for only one (1) such counterpart in proving this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution below.

County:
BALDWIN COUNTY

MATTHEW P. MCKENZIE / Date
Chairman

ATTEST:

ROGER H. RENDLEMAN / Date
County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that MATTHEW P. MCKENZIE, and ROGER H. RENDLEMAN, whose names as Chairman and County Administrator of the Baldwin County Commission, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they executed the same voluntarily with full authority to do so for and as an act of the Baldwin County Commission.

Given under my hand and official seal this the ____ day of _____, 20__.

Notary Public
My Commission Expires: _____

City/Town of _____:

_____/_____
Mayor /Date

Print Name

ATTEST:

_____/_____
City/Town Clerk /Date

Print Name

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, Mayor, and _____, City/Town Clerk, whose names as Mayor and City Clerk of _____, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily with full authority to do so for and as an act of the City/Town, Alabama.

Given under my hand and official seal this the ____ day of _____, 20__.

Notary Public
My Commission Expires: _____

ORDINANCE NO. 694-2025

AN ORDINANCE EXEMPTING CERTAIN “COVERED ITEMS” FROM THE MUNICIPAL SALES AND USE TAX DURING THE LAST FULL WEEKEND OF FEBRUARY 2025, AS AUTHORIZED BY ACT NO. 2012-256, AS AMENDED, GENERALLY REFERRED TO AS THE ALABAMA SEVERE WEATHER PREPAREDNESS SALES TAX HOLIDAY LEGISLATION

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

Section 1. In conformity with the provisions of Act No. 2012-256, as amended, enacted by the Alabama Legislature during the 2012 Regular Session, providing for a State Sales Tax Holiday, the City of Spanish Fort, Alabama, exempts “covered items” from the 1½% municipal sales and use tax during the same period, beginning at 12:01 a.m. on the last Friday in February, 2025 (February 21, 2025) and ending at twelve o’clock midnight on the following Sunday (February 23, 2025).

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

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

Section 4. This Ordinance shall become effective upon adoption.

ADOPTED and APPROVED this ___ day of January, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk