

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

Regular Meeting
April 1, 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 18, 2024
Regular Meeting March 18, 2024

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

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

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.

The City would like to thank Wallace Gilberry for co-sponsoring the annual Easter Egg Hunt. It was a great success. Over 10,000 eggs were picked up, and the children and adults had a great time.

- IX. OLD BUSINESS
- X. NEW BUSINESS

Proclamation of the Month of April 2024 as Child Abuse Awareness and Prevention Month in the City of Spanish Fort

Proclamation of National Library Week in the City of Spanish Fort

Swearing in of Police Department Employee

Promotion Ceremony for Police Department Employees

Presentation of Anniversary Plaque to Fire Department Employee

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

Ordinance No. 665-2024-----An Ordinance Exempting Certain “Covered Items” from the Municipal Sales and Use Tax during the Third Weekend of July, 2024, as Authorized by the State Back-to-School Sales Tax Holiday Legislation

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

Resolution No. 1398-2024----A Resolution Authorizing the Mayor to Execute an Agreement between the City of Spanish Fort and Baldwin County Emergency Communication District d/b/a Baldwin County 9-1-1

Resolution No. 1399-2024----A Resolution Rejecting Bids for the Construction of a New Central Fire Station No. 1 in the City of Spanish Fort, Alabama

Resolution No. 1400-2024----A Resolution Appointing a Voting Delegate for the City of Spanish Fort, Alabama, to Serve as the City’s Voting Delegate to the Alabama League of Municipalities 2024 Annual Convention

Resolution No. 1401-2024----A Resolution Authorizing the Mayor and the Police Chief of the City of Spanish Fort to Make Applications for the Homeland Security Grant Program

Resolution No. 1402-2024---- A Resolution Authorizing the Mayor and the Fire Chief of the City of Spanish Fort to Make Applications for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant from the Department of Homeland Security

XI. ADJOURN TO NEXT MEETING

XII. Work Session and Regular Meeting, April 15, 2024

**Spanish Fort City Council
Minutes, Regular Meeting, March 18, 2024**

CALL TO ORDER

The City Council of the City of Spanish Fort, Alabama, met Monday, March 18, 2024, at 6:01 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

ROLL CALL

The following Councilmembers were present: Curt Smith, Carl Gustafson, Shane Perry, J. R. Smith, Mary Brabner and Mayor McMillan.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation and Pledge of Allegiance was led by Councilmember J. R. Smith.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

The minutes of the Meeting and Work Session of March 18, 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

Public Works Department Head Shannon Burroughs reported that stop signs have been place both north and southbound at the intersection of Spanish Main and Navy Lane.

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 30, 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.

The City of Spanish Fort would like to congratulate Spanish Fort Career Firefighter of the Year Tim Cooper and Volunteer Firefighter of the Year Steve LeMoyne who were honored at the annual Fire Department Awards Banquet on March 16, 2024. Congratulations to both gentlemen and thank you for your service.

OLD BUSINESS

There was none.

NEW BUSINESS

Swearing in of Fire Department Employees

Mayor McMillan called upon City Clerk Rebecca A. Gaines who swore in firefighters Jonathon A. Ford and Daniel S. Hasier.

Ordinance No. 658-2024

Mayor McMillan presented 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 presented 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 presented 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 presented 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.

Ordinance No. 662-2024

Mayor McMillan introduced Ordinance No. 662-2024, an ordinance amending Ordinance No 51-96 of the City of Spanish Fort, Alabama. David Conner explained the proposed ordinance. Discussion followed. Mayor McMillan announced a public hearing will be held at the Monday, April 1, 2024, meeting to hear comments in opposition to or in favor of the proposed ordinance.

Ordinance No. 663-2024

Mayor McMillan introduced 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. David Conner explained the proposed ordinance. Discussion followed. Mayor McMillan announced a public hearing will be held at the Monday, April 1, 2024, meeting to hear comments in opposition to or in favor of the proposed ordinance.

Ordinance No. 664-2024

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

Resolution No. 1395-2024

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

Resolution No. 1396-2024

Mayor McMillan introduced Resolution No. 1396-2024, a resolution authorizing the Mayor to enter into an agreement with Sunset Contracting, Inc., for repairs at Alder Avenue. David Conner explained the proposed resolution. Discussion followed.

Resolution No. 1397-2024

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

Resolution No. 1398-2024

Mayor McMillan introduced Resolution No. 1398-2024, a resolution authorizing the Mayor to enter into an agreement between the City of Spanish Fort and Baldwin County Emergency Communications District d/b/a Baldwin County 9-1-1. David Conner explained the proposed resolution. Discussion followed.

ADJOURNMENT

There being no further business before the Council, the meeting adjourned at 6:38 p.m.

Approved this ____ day of _____, 2024.

Rebecca A. Gaines
City Clerk.

Spanish Fort City Council

Minutes, Work Session, Monday, March 18, 2024

The City Council of the City of Spanish Fort, Alabama, met Monday, March 18, 2024, at 4:02 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

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

The Council discussed general municipal business.

Ms. Rebecca Gaines, City Clerk and licensed 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. Ms. Gaines 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 Curt Smith to go into executive session at 4:34 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 60 minutes and that the Work Session would resume upon the conclusion of the executive session. At 5:34 p.m., City Clerk Rebecca Gaines announced the executive session would continue for approximately 15 minutes. At 5:50 p.m., City Clerk Rebecca Gaines announced the executive session would continue for approximately 10 minutes.

The Council reconvened at 6:01 p.m.

The Council discussed general municipal business.

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

Approved this _____ day of April, 2024.

Rebecca A. Gaines, CMC
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
entirely.

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-2, Local 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

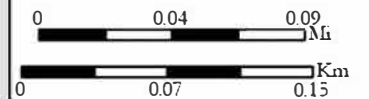
State of Alabama

T-1: Telecommunication
Tower District

B-5: Hotel/Motel

<all other values>

SF_City_Limits_0124



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

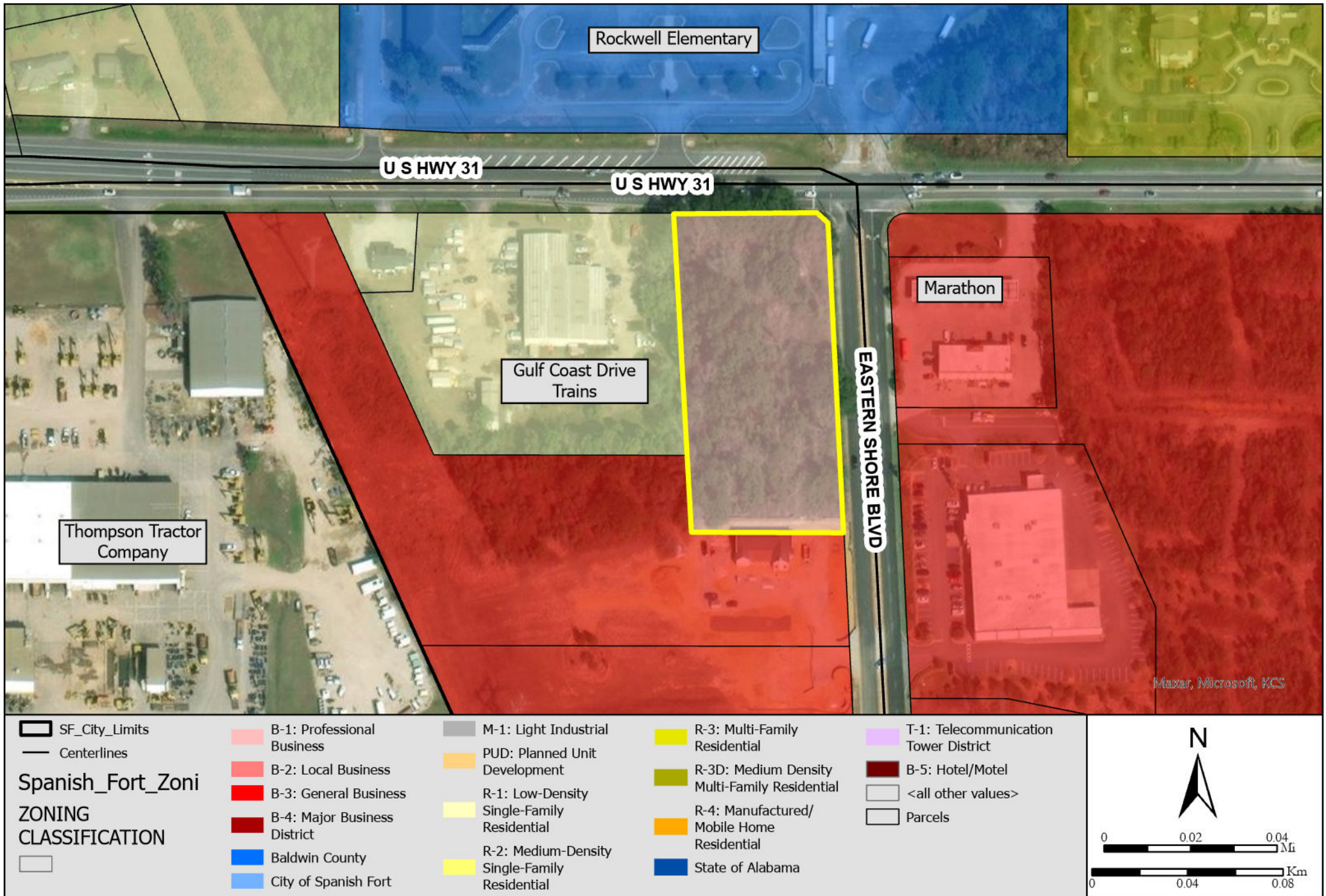
ATTEST:

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



ORDINANCE NO. 665-2024

AN ORDINANCE EXEMPTING CERTAIN “COVERED ITEMS” FROM THE MUNICIPAL SALES AND USE TAX DURING THE THIRD WEEKEND OF JULY 2024, AS AUTHORIZED THE STATE BACK-TO-SCHOOL 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 *Code of Alabama* (1975) § 40-23-210 through § 40-23-213, providing for a State Back-to-School 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 third Friday in July 2024 (July 19, 2024) and ending at twelve o’clock midnight on the following Sunday (July 21, 2024).

Section 2. This Ordinance shall be subject to all terms, conditions, definitions, time periods, and rules as provided by *Code of Alabama* (1975) § 40-23-210 through § 40-23-213, 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 April, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

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:

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:

Attest:

Rebecca A. Gaines, City Clerk

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

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* to the amount or quantity requested, it does not release the Department's obligation to purchase the *requested* quantity. *approved or adjusted*
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 10:13 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

	FOX	DAVENS	SILVERHILL	SPAINBORO	
Portable Radio-per Riding position	36	45	24	44	149
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>		
	est		%		

Signature:
Email: rfew@spanishfortfire.org

RESOLUTION NO. 1398-2024

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
BETWEEN THE CITY OF SPANISH FORT AND BALDWIN COUNTY
EMERGENCY COMMUNICATION DISTRICT D/B/A BALDWIN COUNTY 9-1-1**

WHEREAS, the City of Spanish Fort wishes to enter into an agreement with Baldwin County Emergency Communication District d/b/a Baldwin County 9-1-1 to mutually cooperate with each other in maintaining a uniform addressing system to promote, protect and improve the health, safety and welfare of the citizens 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 Baldwin County Emergency Communication District d/b/a Baldwin County 9-1-1, on behalf of the City as reflected in the 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

**ADDRESSING AGREEMENT BETWEEN
BALDWIN COUNTY EMERGENCY COMMUNICATION DISTRICT
AND THE CITY OF SPANISH FORT**

THIS ADDRESSING AGREEMENT is made and entered into by **BALDWIN COUNTY EMERGENCY COMMUNICATION DISTRICT** a political subdivision of the State of Alabama d/b/a Baldwin County 9-1-1, whose address is 911 Telecommunicator Circle, Robertsdale, Alabama 36567, hereinafter referred to as "BC 9-1-1", and **THE CITY OF SPANISH FORT**, an Alabama municipal corporation, whose address is 7361 Spanish Fort Boulevard, Spanish Fort, Alabama 36527, hereinafter referred to as "CITY".

W I T N E S S T H:

WHEREAS, BC 9-1-1 and CITY desire to mutually cooperate with each other to maintain a uniform Addressing System to promote, protect, and improve the health, safety, and welfare of the citizens of Baldwin County, Alabama; and

WHEREAS, BC 9-1-1 and CITY have determined that it is in the best interest of the citizens of Baldwin County, Alabama to enter into this Addressing Agreement describing the services that will be provided by BC 9-1-1 and what is expected to be provided by CITY; and

WHEREAS, the enhanced emergency telephone system, commonly known as "E-911" was implemented in the incorporated jurisdiction of CITY and the unincorporated areas of Baldwin County; and

WHEREAS, it is necessary that certain information within the purview of CITY be transmitted to BC 9-1-1 in order to continue to effectively maintain the accuracy and consistency of the Countywide Automatic Location Identification (ALI) database used with the emergency telephone system; and

WHEREAS, BC 9-1-1 has opined that all Alabama municipal corporations within Baldwin County should provide accurate and updated addressing information so that all data will be entered into one Geographic Information System (GIS) mapping database, which is utilized by the BC 9-1-1 Communications Call Center; and

WHEREAS, CITY has adopted Resolution _____ in which CITY has appointed and delegated BC 9-1-1 as the Addressing Authority to provide addressing services to CITY; and

WHEREAS, it has become necessary to adopt an Addressing Agreement detailing the Addressing Services BC 9-1-1 will provide for CITY; and

WHEREAS, with current future technological enhancements to E-911 GIS mapping capabilities, more accurate and consistent addressing information is demonstrated to provide increased levels of emergency first responder arrival times;

NOW, THEREFORE, for and in consideration of the promises, mutual covenants, and agreements contained in this Agreement by and between the parties and for the mutual benefit of BC 9-1-1 and CITY and their citizens, the parties agree as follows:

Section 1. Recitals; Term.

The foregoing recitals are true and correct and form a material part of the Agreement upon which the parties have relied. This Addressing Agreement shall be effective for a one-year term, which shall automatically renew annually as of October 1 of each successive year unless otherwise terminated in accordance with the provisions of Section 21 of this Agreement.

Section 2. General Responsibilities and Authority.

(a) CITY shall submit to BC 9-1-1 located at 911 Telecommunicator Circle, Robertsdale, Alabama 36567 or email at addressing@baldwin911.org, the following information as noted in Sections 2 through 7, and the following documents approved by CITY, for the purpose of proper identification and location within the CITY'S jurisdiction:

(1) One (1) current copy¹ of CITY's enacted ordinance authorizing or regulating addressing.

(2) One (1) copy of all enacted municipal ordinances involving annexation of property or municipal contraction to be submitted immediately upon adoption referencing the ordinance, property address, parcel number, and map location.

(b) CITY shall adopt by ordinance BC 9-1-1 Addressing Street Name Standards (as currently exist and as may be modified from time to time in the future²) in order to maintain a uniform system of building numbering for all service locations requiring an address.

(c) CITY shall comply with the BC 9-1-1 Addressing Standards for any and all arising addressing issues which are not included within CITY's current Addressing Ordinance.

(d) When there is an address or street name (public or private) that CITY or an owner or developer is requesting to use, but BC 9-1-1 has indicated there is a 9-1-1 issue with using that address or street name, BC 9-1-1 will be the authority on making the final decision on whether an address or street name should or should not be used in the best interest of emergency response.

¹ All copies shall be submitted in the following digital formats when available – documents in .pdf, drawings in .dwg.

² The parties contemplate that the BC 9-1-1 Addressing Standards will be updated periodically in the ordinary course of operations.

Section 3. Field Checks.

As soon as practicable, CITY shall provide a field inspection within its jurisdiction for residential or commercial building addresses and for street signs (both public and private) when requested by BC 9-1-1 for the following scenarios:

(a) When BC 9-1-1 is made aware of an address discrepancy, BC 9-1-1 shall notify CITY of the discrepancy. As soon as is practicable, CITY shall field inspect the property and inform BC 9-1-1 of its findings. Such inspections may include what building permits have been issued, permitted floor plans, business licenses, zoning, utilities, or any other pertinent information available from CITY.

(b) CITY shall perform field inspections within its jurisdiction to verify what addresses are posted, whether recently assigned or existing, draw up floor plans for an existing building or provide permitted plans which show walls, doors, and separate tenant business occupancies, ensure a re-addressed property has the new number posted and ensure numbers are posted or address confirmation is needed due to conflicting 9-1-1 addressing data.

(c) CITY shall perform field inspections to ensure street signs (both public and private) are properly posted in the correct location, blades facing the correct street, and spelled correctly.

(d) When BC 9-1-1 assigns a new address, CITY shall provide a field inspection to ensure the address is posted correctly and meets the requirements as indicated by the BC 9-1-1 Addressing Standards.

Section 4. Development.

(a) When a development application is submitted to the City through the development review process, CITY shall provide BC 9-1-1 with pertinent information in the digital format as specified by BC 9-1-1 pertaining to proposed structures, such as site plans, floor plans, proposed cell towers, buildings, plazas, unit or suite changes within buildings and plazas such as interior alterations, creating new units or combining units within structures, road changes, access changes, or creation of roads, driveway access changes, planned developments, preliminary subdivisions, preliminary plats, and proposed site plans.

(b) BC 9-1-1 shall make comments regarding the proposed development including reference to any easements which need to be named, address assignment, street spelling, and indicate if newly proposed streets require naming.

(c) CITY shall forward BC 9-1-1's comments to the owner or developer and ensure all BC 9-1-1 comments are incorporated into any approvals.

(d) For new developments, CITY shall use best efforts to verify the street names (both public and private) are correctly spelled with the proper designation and suffix abbreviated on street signs and the street sign blades are installed facing the correct street. ³

³ The street names and addresses as approved and assigned are entered into the 9-1-1 Geographic Master Street Addressing Guide (geoMSAG), used directly by the BC 9-1-1 Call Center. Therefore, any difference in the spelling of the street signs versus what was approved can cause an E 9-1-1 delayed response for emergency responders.

(e) BC 9-1-1 shall check proposed subdivision and street names against the geoMSAG and the Reserve Street Name List to ensure no duplication or sound-alike names exist. The proposed name must comply with the most recent BC 9-1-1 Street Name Standards regarding street naming requirements.

(f) CITY shall contact BC 9-1-1 when the proposed development is approved and when plats are recorded, providing the plat book and page number.

Section 5. New Address Assignment.

(a) After receiving potential street names from CITY, or Developers, BC 9-1-1 is responsible for approving street names and street suffix or designations, subdivision names, commercial facility names, and assigning addresses providing they are in conformity with the BC 9-1-1 Addressing and Street Name Standards. CITY shall have the developer submit proposed names to BC 9-1-1 during development project review. If BC 9-1-1 rejects a name, BC 9-1-1 will provide CITY and Developer with reasons in writing (email is permissible).

(b) To ensure unit and suite numbers are removed or added to the address database, during the building permitting process, CITY shall provide BC 9-1-1 with any changes to commercial unit or suites if CITY is made aware, such as interior alterations to walls or doors, separating or merging unit or suites, or single tenant buildings becoming multi-tenant. If two (2) units are combined, the unit number that will remain in the address database must be for the main access door for that unit or suite. The other unit or suite address number will be deleted from the address database and CITY shall make the best efforts to verify the number is removed from the structure.

Section 6. Subdivision and Commercial Facility Name Signage.

(a) For new Developments, CITY is responsible to use its best efforts to verify the platted subdivision name and commercial facility names are posted on subdivision wall signage, apartment signs, or plaza signs exactly as BC 9-1-1 has approved the name. To the extent CITY is aware of a name change for an existing property, CITY will advise owner of the name change process.

(b) To the extent CITY is aware, CITY shall contact the apartment owner or manager, condominium association, contractor, or property manager for any corrections needed for a new sign name.

Section 7. Commercial Facility Names Changes.

(a) CITY shall notify BC 9-1-1 when CITY is made aware of a said name change for proposed name changes to plazas, condominiums, apartments, or commercial buildings.

(b) To the extent CITY has the information, CITY shall provide to BC 9-1-1 the parcel number, existing name, proposed name, requestor's name and contact information, a proposed effective date, and type of facility.

(c) BC 9-1-1 shall check the proposed name against existing names and the reserve name list when such data is available. BC 9-1-1 shall indicate if the name is approved or denied. If

BC 9-1-1 rejects the name, BC 9-1-1 will provide written documentation to the CITY and OWNER (to the extent BC 9-1-1 has the information) outlining the reason(s) for rejection.

Section 8. Street Signs, Existing.

(a) BC 9-1-1, when notified, shall inform CITY where street signs do not match or are missing, including any street signage located within CITY's jurisdiction and CITY properties abutting the street in question, regardless of whether the sign is for a private way, public right-of-way, within an apartment complex or subdivision and whether or not the roadway is platted and recorded with a plat book and page.

(b) CITY shall contact the property owners, tenants (if known to the CITY), or homeowner association or condominium association, as soon as practicable, after BC 9-1-1 notification to inform the owners, tenants, or condominium association to have the street sign installed, replaced, or corrected.

(c) CITY shall notify BC 9-1-1 as soon as practicable after a street sign is installed.

Section 9. Payment for Services.

In recognition of the benefit to CITY of the services provided under this Addressing Agreement by BC 9-1-1 and to offset a portion of the costs incurred by BC 9-1-1 in providing such services, CITY agrees to pay BC 9-1-1 EIGHT THOUSAND SEVEN HUNDRED THIRTY-ONE AND 00/100 DOLLARS (\$8,731.00) annually, with such payment due on October 1 of each year. Payment for the initial year (2024) is due upon execution. In the event BC 9-1-1 seeks any future

increase in the rate provided herein for successive renewal terms, BC 9-1-1 must provide written notice of any proposed increase no later than 180 days prior to the next renewal term or otherwise the rate shall remain unchanged for said renewal term.

Section 10. Insurance Requirements.

Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

Section 11. Indemnification.

Each party to this Agreement, its officers, employees, and agents do not assume and specifically disclaim any liability for the acts, omissions, or negligence of the other party, its officers, employee, or agents, arising from or related to this Agreement, except as otherwise provided by this Agreement or any other agreement between the parties.

Section 12. Employee Status.

Persons employed by CITY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of BC 9-1-1, nor do these employees have any claims to retirement benefits, workers' compensation, unemployment compensation or other employee rights or privileges granted to BC 9-1-1's employees either by operation of law or by BC 9-1-1. Persons employed by BC 9-1-1 in the performance of services and functions

pursuant to this Agreement are deemed not to be the employees or agents of CITY, nor do these employees have any claims to retirement benefits, workers' compensation, unemployment compensation or other employee rights or privileges to CITY's officers and employees either by operation of law or by CITY.

Section 13. Notice.

Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this section:

As to BC 9-1-1:

Director
Baldwin County Emergency Communication District
911 Telecommunicator Circle
Robertsdale, Alabama 36567

As to CITY:

Office of the Mayor
City of Spanish Fort
7361 Spanish Fort Boulevard
Spanish Fort, Alabama 36527

Section 14. Governing Law.

The laws of the State of Alabama govern the validity, enforcement, and interpretation of this Agreement. The Baldwin County Circuit Court is the sole venue for any legal action in connection with this Agreement.

Section 15. Dispute Resolution.

Either party to this Agreement may notify the other party that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The parties agree to submit the dispute to an Alabama Bar Certified Civil Mediator for mediation within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of Baldwin County, Alabama. The parties further agree that any such action will be tried to the Court, and the parties hereby waive the right to jury trial as to such action.

Section 16. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by both parties, except as otherwise specifically provided in this Agreement.

Section 17. Severability.

If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 18. Public Records Law.

(a) CITY and BC 9-1-1 acknowledge each other's obligations to release public records to members of the public upon request. CITY and BC 9-1-1 acknowledge each other is required to comply with Code of Alabama §36-12-40⁴, and as this statute may be amended from time to time,

⁴ Subject to the limitations described in Code of Alabama § 11-98-12.

in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

(b) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching party may terminate this Agreement immediately upon notice to the breaching party.

Section 19. Counterparts.

This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 20. Headings and Captions.

All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

Section 21. Termination or Withdrawal.

Either party can terminate or withdraw from this Addressing Agreement with 90 days written notice to the non-terminating party. Withdrawal or termination from this Addressing Agreement by CITY to cancel BC 9-1-1 from providing Addressing Services will not alter the ongoing

responsibility with respect to notifying BC 9-1-1 of addressing information in order to institute, implement, and maintain an effective Addressing System throughout Baldwin County, Alabama. Upon withdrawal or termination of this Agreement, CITY shall be responsible for addressing services within the CITY.

Section 22. Effective Date.

The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

CITY OF SPANISH FORT

REBECCA A. GAINES, City Clerk

By: _____
MIKE MCMILLIAN, Mayor

Date: _____

ATTEST:

BOARD OF BC 9-1-1 COMMISSIONERS
BALDWIN COUNTY, ALABAMA

KATHYRN BYRD, Interim Director

By: _____
DAVID WILSON, Chairman

Date: _____

RESOLUTION NO. 1400-2024

**A RESOLUTION APPOINTING A VOTING DELEGATE FOR THE CITY OF
SPANISH FORT, ALABAMA, TO SERVE AS THE CITY'S VOTING DELEGATE TO
THE ALABAMA LEAGUE OF MUNICIPALITIES 2024 ANNUAL CONVENTION**

WHEREAS, the City of Spanish Fort, Alabama is a voting member of the Alabama League of Municipalities; and

WHEREAS, the 2024 Annual Conference of the Alabama League of Municipalities will be held in Huntsville, Alabama, from May 15-18, 2024; and

WHEREAS, the Constitution of the Alabama League of Municipalities requires that voting delegates be elected municipal officials; and

WHEREAS, the City Council desires to appoint a municipal elected official to serve as the City's voting delegate to the League's 2024 Annual Convention.

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

SECTION 1. Councilmember Mary W. Brabner is hereby appointed to serve as the City's voting delegate to the Alabama League of Municipalities 2024 Annual Convention to be held in Huntsville, Alabama, from May 15-18, 2024.

SECTION 2. This appointment shall be effective upon approval and passage of this resolution. The delegates named herein shall serve until the conclusion of the Alabama League of Municipalities 2024 Annual Convention.

ADOPTED and APPROVED the _____ day of _____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

RESOLUTION NO. 1399-2024

**A RESOLUTION REJECTING BIDS FOR THE CONSTRUCTION OF A NEW
CENTRAL FIRE STATION NO. 1 IN THE CITY OF SPANISH FORT, ALABAMA**

WHEREAS, the Mayor and City Council find that the responsible lowest bid submitted for the construction of a new central Fire Station No. 1 for the City of Spanish Fort, Alabama, was excessive in pricing; and

WHEREAS, the City Council desires to reject all bids due to excessive pricing for this project and to solicit new bids.

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

SECTION 1. The City Council finds that all bids are unreasonable and excessive and it is not in the best interest of the City to accept any of the bids. The City Council hereby rejects all bids for the construction of a new central Fire Station No. 1 in the City of Spanish Fort which were received at the bid opening on March 14, 2024, for project number 23-001.

SECTION 2. The Mayor is hereby authorized to solicit new bids for the construction of a new central Fire Station No. 1 in the City of Spanish Fort, Alabama.

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

ADOPTED AND APPROVED this ____ *day of* _____, **2024.**

Michael M. McMillan
Mayor

ATTEST:

Mary Lynn Williams, MMC
City Clerk

RESOLUTION NO. 1401-2024

A RESOLUTION AUTHORIZING THE MAYOR AND THE POLICE CHIEF OF THE CITY OF SPANISH FORT, ALABAMA, TO MAKE APPLICATIONS FOR THE HOMELAND SECURITY GRANT PROGRAM

WHEREAS, the Alabama Department of Law Enforcement Agencies (ALEA)/Homeland Security Division serves as a grant recipient under the Homeland Security Grant Program for the purpose of conducting exercises, receiving training and/or the purchase of equipment for recipient departments; and

WHEREAS, the City regularly applies for Homeland Security Grant Program funding through Baldwin County EMA and/or ALEA and desires to seek funding for a virtual firearms simulator for the City of Spanish Fort Police Department; and

WHEREAS, the application must be submitted for and on behalf of the City by its Mayor and/or its Chief of Police, and the grant application deadline was August 27, 2021; and

WHEREAS, the agreement is required to be executed in the name of the City for and on behalf of the City by its Mayor and/or the Chief of Police.

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

SECTION 1. The City Council hereby approves and authorizes the filing of grant applications by the Mayor and/or the Chief of Police with the Homeland Security Grant Program 2024 – Domestic Violence Extremism and Homeland Security Grant Program 2024 – Law Enforcement Homeland Security Operations programs for the purpose of receiving funding for purchasing equipment for the Special Response Team and for training simulations for the City of Spanish Fort Police Department. The Mayor and/or the Police Chief are hereby authorized to execute any documents deemed necessary to secure such funding assistance. The proposed narratives are attached hereto as Exhibits A and B to this Resolution, subject to changes deemed necessary 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 A

Homeland Security Grant Program FY2024-Law Enforcement Homeland Security Operations

Baldwin Area Mutual Special Response Team (BAMSRT) Equipment

Project Summary

Statistics reveal that a large number of jurisdictions do not have access to specialized training and resources that BAMSRT can provide, which in turn reveals that lack of adequate police protection that many towns and cities face. Mandates from the Department of Homeland Security and other federal agencies have also placed wider scale directives on the requirements of local police forces, and in response, the public also has increased expectations of the protection and services that their local police can offer. Often, these requirements create undue strain on the budget of a department, as the requirements and funding to maintain such an expectation with a sufficiently trained, and equipped team within the local department is limited. In an era of increasing violence and threat of both domestic and international terrorism, the security and sense of order that BAMSRT provides is an invaluable resource both in terms of public perception and as a means of quelling unrest or potentially hazardous situations. BAMSRT provides a sound alternative to the competing needs and constraints with the creation maintenance of a local response team by implementing a cooperative, multi-jurisdictional investment. This solution allows lower costs that a specific department would incur while accounting for the void of not having specific specialty units, meet both city and county needs, and make possible for each department to have the ability to share equipment, training, and human resources between jurisdictions. With the availability of grant opportunities such as this one, the financial costs are even lower for the department partners.

Statement of Problem

Events from the recent past have dictated the need for law enforcement to be prepared to confront extreme high-risk situations. This need resulted in the formation of Special Response Teams throughout the country. Many agencies have discovered that starting and maintaining a team is financially improbable due in part to the many specialized pieces of equipment required to operate efficiently that is often expensive. Some have gone so far as to disband their teams while others are looking for alternative ways to decrease the costs associated with maintaining a skeleton crew. If Special Response Teams are abolished, victims would become increasingly vulnerable and our citizens will be left at risk without the proper response to emergency situations to acts of terrorism.

This proposal describes the concept of a multi-jurisdictional Special Response Team to achieve beneficial service and seek to mitigate expense and reduce liabilities associated with maintaining a cooperative Special Response Team. With the rise of civil unrest and increasing violence that began in the 1960's one of the responses from law enforcement agencies across the nation was the formation of Special Weapons and Tactics units, which are commonly known as SWAT teams. These units were created to deal with special-circumstance incidents that were often beyond the scope of training of the regular officers on the police force. These units, armed with specialized training and advanced equipment, often provided by the military, meet the more extreme needs of the community, from

quelling riots or other forms of civil unrest to handling hostage situations or other incidents where more spatialized expertise may be needed to include acts of terrorism.

Larger agencies maintain full time SWAT teams, while most mid-sized agencies tend to have part time teams whose personnel work normal duty assignments until called upon to respond to a critical incident. Many small agencies have created SWAT teams over the years, only to find they cannot adequately support their team due to financial constraints, manpower issues, efficient or lack of equipment, and the support of well trained, highly skilled, motivated, and disciplined members to make a team an asset rather than a liability.

To meet the need of our community and those of our county, while maintaining a sense of fiscal responsibility, the Spanish Fort Police Department has spearheaded the development of a regional group, multi-jurisdictional task response team. The multi-jurisdictional special response team, captioned as the Baldwin Area Mutual Special Response Team (BAMSRT), is available for any Police Department in Baldwin County who wishes to join, but currently consists of three partnered agencies to include the Spanish Fort Police Department, Fairhope Police Department, and the Coastal Alabama Community College Police Department. BAMSRT is contingent on support from Homeland Security Grants, ADECA, Edward Byrne Memorial JAG Fund, Local Law Enforcement Assistance Grants, the Spanish Fort Police Department, and participating Baldwin County Law Enforcement Agencies.

With the shared financial responsibilities and with grant opportunities to fund BAMSRT, the participating departments can reduce their fiscal responsibility and redirect funds and personnel to handling problems that do not require the special skill of BAMSRT. This type of consolidation will enable more agencies to provide important assets and better make it possible to deliver services more strategically, efficiently, and effectively with increased accountability and responsiveness.

There is little question that in the society in which we live, there is often a need for specialized force of police officers. Most notably in the area we serve, there has been a proliferation of drug availability, increased physical violence, volatile soft target school systems, and other forms of organized crime , to include terrorist organizations, that creates difficulties facing regular police officers beyond that of their level of skill or training. As these needs and restraints of local police forces become more specific, the need for a multi-jurisdictional response team, like BAMSRT, have become more immediate and play an integral role in the network of law enforcement agencies and organization within the United States.

Statistics reveal that a large number of jurisdictions do not have access to specialized training and resources that BAMSRT can provide, which in turn reveals that lack of adequate police protection that many towns and cities face. Mandates from the Department of Homeland Security and other federal agencies have also placed wider scale directives on the requirements of local police forces, and in response, the public also has increased expectations of the protection and services that their local police can offer. Often, these requirements create undue strain on the budget of a department, as the requirements and funding to maintain such an expectation with a sufficiently trained, and equipped team within the local department is limited. In an era of increasing violence, the security and sense of order that BAMSRT provides is an invaluable resource both in terms of public perception and as a means of quelling unrest or potentially hazardous situations. BAMSRT provides a sound alternative to the competing needs and constraints with the creation maintenance of a local response team by implementing a cooperative, multi-jurisdictional investment. This solution allows lower costs that a specific department would incur while accounting for the void of not having specific specialty units,

meet both city and county needs, and make possible for each department to have the ability to share equipment, training, and human resources between jurisdictions. With the availability of grant opportunities such as this one, the financial costs are even lower for the department partners.

BAMSRT has implemented clear channels of communication and cooperation between agencies with the use of dispatcher training and knowledge to expedite response time and vital information relay. Strict guidelines for acceptance into BAMSRT, as well as necessitating strict measures of evaluation and discipline are mandated for those that serve on the special response team. Since the creation of BAMSRT two years ago, the team has been able to obtain the basic equipment required to have a specialized team, but there is a large amount of equipment needed in order to make the team more versatile and able to handle more of a variety of potential scenarios. One of the items that we are requesting is specialized throw phone with cameras that could be used in a variety of situations, such as a barricaded subject with or without a hostage to communicate with the suspect while gaining intelligence for responders. The other items requested are night vision devices, thermal vision devices, and rifle mounted IR lasers. The IR lasers can only be seen when using night vision to identify a target. These devices would allow BAMSRT team members to operate undetected by criminals at night and help locate someone who is hiding or lost in the dark. All of the requested items would greatly increase the safety of BAMSRT members and aid in the delivery of justice.

Additionally, the creation of memorandum, general orders and jurisdictional procedures or statutes has been implemented due to the diversity and increased situational risks BAMSRT will expect when deployed. It has become clear that the advantages and benefits of creating a multi-jurisdictional response team provide a more comprehensive amount of coverage to the citizens of a particular region, such as ours, that do not have access to the services and protection that a highly trained team can offer. Response teams help reduce the budgetary constraints of local departments and agencies, as costs are shared between the organizations involved. BAMSRT has shown benefits otherwise, impossible to offer to the police officers who serve on it with the utilization of effective use of training and adaptable to work in situations for which they are specifically trained, resulting in life saved, providing a safe environment for our family and children, increase public confidence, and instilling a sense of pride of all the officers who serve on the Baldwin Area Mutual Special Response Team.

Goal

The goal for this project is to first obtain the night vision, thermal vision, and robot equipment with award money from this grant. Secondly, implementing the equipment into BAMSRT to use in situations that the team was not previously equipped to handle without further compromising the safety of police, suspects, and the public.

Objectives

After awarded this grant, the equipment will be obtained by reaching out to the distributors that the quotes were obtained from to place the order. After placing the order, hopefully the equipment will arrive in a timely manner.

In order to maximize the benefits of the requested equipment, officers must train with the equipment on a regular basis until efficiency is achieved.

Methods and Procedures

To achieve efficiency with the equipment, BAMSRT members will train with the equipment at least monthly. BAMSRT members will also ensure that the equipment stays properly maintained by inspecting the equipment before and after it is used.

Evaluation

Whenever the equipment is used in training or in real events, BAMSRT members will evaluate whether or not the equipment was utilized to its full potential and evaluate what would have been done if the equipment was not there to use.

Equipment Justification

Since the creation of BAMSRT two years ago, the team has been able to obtain the basic equipment required to have a specialized team, but there is a large amount of equipment needed in order to make the team more versatile and able to handle more of a variety of potential scenarios. One of the items that we are requesting is specialized throw phone with cameras that could be used in a variety of situations, such as a barricaded subject with or without a hostage to communicate with the suspect while gaining intelligence for responders. The other items requested are night vision devices, thermal vision devices, and rifle mounted IR lasers. The IR lasers can only be seen when using night vision to identify a target. These devices would allow BAMSRT team members to operate undetected by criminals at night and help locate someone who is hiding or lost in the dark. All of the requested items would greatly increase the safety of BAMSRT members and aid in the delivery of justice. We arrived at the amount requested by receiving quotes for the items from distributors.

Exhibit B

Homeland Security Grant Program FY2024- Domestic Violent Extremism

Simulated Training Initiative

Several challenges impede the successful implementation of crime-reduction, problem solving, identifying threats, and practical training within the communities we have sworn to protect from all threats to include both domestic and international terrorism. Law enforcement is most notably faced with a negative perception of the police culture and a common belief that procedural justice will not meet desired expectations. Not only is the Spanish Fort Police Department responsible for the preservation of law and order but also serve as effective mediators when conflicting interest arise within the community that impede the establishment of a common vision and resolution.

The demand for daily service greatly inhibits a long-term solution to the immediate call. Notably, the Spanish Fort Police Department experiences a heavy volume of repeated calls for service, often involving the same people resulting in an ineffective and time-consuming outcome that require a greater cost financially, emotionally and physically to the community, city and the officers involved. It is therefore crucial that training remain an integral element available to every police officer on the department. Our goal is to understand and prevent violence and disorder within our community, which are all characteristics of domestic terrorism, with the use of a proactive approach by determining the nature and extent of the problem and actively strengthening the integration of families, the community, and the police. With the assistance of the Homeland Security Program, The Spanish Fort Police Department would be able to implement a cutting-edge Simulated Training Initiative that will alleviate a large majority of limitations that would otherwise impede community development, city growth, and officer advancement of a police department for many years.

Currently, The Spanish Fort Police Department is experiencing a number of difficulties inhibiting the effective resolution to crime, preparedness of officers and meeting the expectations and needs of the community. Training is an irreplaceable prerequisite as to developing effective solutions to ever growing, ever changing concerns within the community, yet with of lack of city funding, overtime and staffing concerns, travel, limited selection and expense of appropriate training programs available, proper training of a limited and strained Police Department is increasingly difficult.

SOFT TARGETS AND CROWDED PLACES

With a 2021 population of over 10,000 residents, the population of Spanish Fort has increased by 48% since 2010 and is now the second fastest growing city in the state of Alabama. Policing in one of the fastest growing cities in Alabama is quite challenging. Being able to keep up with such growth trends come at a great cost to the taxpayers. Being a department of smaller size, it is difficult to equip officers with the needed training to protect its citizens and complete job functions efficiently. Officers are challenged today to not only respond quickly to the threat, but to be ahead of the threat with the knowledge and skills necessary to do so. We are not only required to assist our community, but also responsible for the large number of tourists that visit our city every year. This requires the department to be able to train and equip each officer, put systems in place and use all available technology to build proper skill sets, access up to date resources, identify problem areas, implement best practices, and recover from a vulnerability or a threat, especially acts of terrorism. The system and equipment that is needed to protect our citizens and visitors comes at a financial obligation in which taxpayers of a smaller community like ours, can't afford.

The acts of domestic and foreign terrorism have reached new levels. As we have seen, everyone and everything can become a target, unrelated to the size and strategic importance of your community. Unfortunately, Spanish Fort Alabama has a large number of vulnerable softs targets within the City. Currently, we have two major road systems within our city that directly connect with Interstate 10, making Spanish Fort a desirable stopping destination for travelers as well as a limited risk opportunity for crime. This grant will enable us to build a much-needed knowledge and skill-based foundation that would begin with the needed development of our Officers and continue as an imperative prerequisite to the foundation and success of our "Fortify the Fort" community cooperative.

Highlighted below are two areas in particular that constitute high vulnerability concern and are easily accessible within less than a minute from Interstate 10.

- 1.) Eastern Shore Centre is a 540,000 square foot lifestyle center located in Spanish Fort Alabama, a suburb of Mobile Alabama, and is located near the intersection of Hwy 181 and Interstate 10. The Eastern Shore Center is considered an outdoor regional shopping center, that includes over 50 sites containing big box stores and restaurants, as well as a fourteen-screen stadium seat Premiere Cinema multiplex. The Centre also encompasses Publix supermarket, as well as an adjoining community-oriented strip mall on a 9-acre site north of Belk department store, and the Arlington apartment community that is situated on the northeastern section of the complex. The Rockwell Elementary School is also a particular concern as it is located directly adjacent the Eastern Shore Centre on the corner of Hwy 181 and Hwy 31 and has a current enrollment exceeding 1,000 students.

2.) Spanish Fort Town Center is a 230-acre premier master-planned development located at the intersection of Interstate 10 and U.S. Highway 98 in Spanish Fort Alabama and is anchored by Bass Pro Shops, Kohl's, and JCPenney, and The Fort, a newly developed container park. The center includes 450,000 square feet of retail and restaurant space, The Town Center apartment community, hotels, banks, and hosts many entertainment options on the grounds.

Eastern Shore Centre can be accessed by Hwy 181 and Hwy 31 with an option of over 21 entrances and exits to its interior. Spanish Fort Town Center can be accessed via Interstate 10 and Hwy 90 with over 15 entrances and exits to its interior. Rockwell Elementary School is quickly accessible by Interstate 10 and Hwy 31 and is located adjacent to the Eastern Shore Center. With this, and the fact that video surveillance is virtually nonexistent within these areas, these soft targets make it an impossibility to identify or determine escape routes by subjects leaving the scene of a crime.

The Eastern Shore Centre and Spanish Fort Town Center has the largest foot traffic population at any given time in the city due to the scheduled amount of outdoor special events and festivities held at these locations during the year. According to the Alabama traffic data compiled in 2018, (39,088) vehicles accessed exit 35 to Spanish Fort Town Center daily and (21,517) vehicles accessed exit 38 to Eastern Shore Centre per day. Along with constant construction in the jurisdiction and economic development projects on the rise, we are expected to see an even larger substantial population and business growth in the next 5 years.

With this mentioned, it is most important that we utilize all available resources in an attempt to stay ahead of this increased opportunity for crime and vulnerability. The City of Spanish Fort Police Department is applying to this program to better equip its officers with the needed tools, skill, knowledge and technology that is available to better ensure safety for our community and visitors, deter crime related activities, and to reduce or eliminate business loss of product, profit and damage.

THREAT REALITY

On September 5, 2020, The Spanish Fort Police Department responded to Bass Pro Shop located in the Town Center Shopping Center in reference to a possible active shooter. The subject, later identified as 38-year-old Robert Smith of Grove Hill, Alabama discharged dozens of rounds into Bass Pro Shop using an AR 15, 9mm pistol, and a 12-gauge shotgun.

Responding Spanish Fort Police Officers encountered Smith wearing body armor at the time he was attempting to move to the main entrance of the Bass Pro Shop. Officers successfully deployed tasers and were able to take Smith into custody. During the arrest, one of the Spanish

Fort Officers received injuries that required treatment at a local hospital.

The exemplary actions of these Officers are truly represented by their bravery and dedication to the citizens of Spanish Fort. It is a direct testament of training and Officer resolve that averted a life-threatening situation to successfully place the subject in custody while implementing the least amount of force possible. Unfortunately, many incidents of this magnitude do not have an outcome as successful as this one. Without the availability of proper training, knowledge and specific skill sets in which Officers may draw, desirable outcomes will become more exceedingly rare.

The development of The Spanish Fort Police Department Simulated Training initiative is direct correlation to our mission as an organization to create a safe environment where the citizens of Spanish Fort are able to live, work, play, and learn while improving the quality of life for the community as a whole. The VirTra-Virtual Interactive Coursework and Training Academy certified simulator training curriculum outlined below has been developed with a shared interest consistent with our core values to encompass integrity, professionalism, courage, resiliency and the community we serve.

PRODUCT DESCRIPTION

VirTra is a portable training simulator that provides agencies with a superior, realistic screen simulation training environment. This will make it possible for neighboring law enforcement departments benefit from this project and the VirTra training simulator. Those departments would include: Baldwin County Sheriff's Office, Daphne Police Department, Fairhope Police Department, Foley Police Department, Robertsdale Police Department, Loxley Police Department, Summerdale Police Department, Silverhill Police Department, Gulf Shores Police Department, Orange Beach Police Department, Elberta Police Department and Bay Minette Police Department.

The VirTra-Virtual Interactive Coursework and Training Academy certified simulator training curriculum is a progressive science-based approach to the use of simulation as a training system. The immersive experience portrays true-to-life situations taken from ACTUAL events. Each scenario is carefully crafted by subject matter experts – based on case law and after-action report and are filmed on-location using professional actors. The program materials include teacher lesson plans, student outline, presentation material, pre-tests, post-tests, course evaluation and all interactive video learning material in conjunction with the simulator for each available course. The program's certified curriculum and interactive coursework are developed exclusively with nationally-recognized partnerships for maximum training both inside and out of the police simulator. Virtual Instructor scenarios teach, train, test and sustain methodology to ensure participants dynamically absorb information to facilitate long term transfer of critical psycho-

motor skills and unfold based on the decisions made by the instructor or trainee. Through extensive branching options, this ability allows a team's resilience and accuracy to be tested repeatedly with consistent training throughout. The training scenarios include: Active Threat, Active Shooter, Ambush, Corrections, Courtroom Security, De- Escalation, Dog Encounter, Domestic Violence, Emotionally Disturbed Person, High-Risk Entry, High-Risk Vehicle Stop, Hostage Situation, Human Factors, Multi-Incident, PTSD, Schizophrenia, Skill Drill, Suicidal Subject, Suspect Contact, Suspicious Subject, Traffic Stop, Traumatic Brain Injury, and Under Cover to name a few. These scenarios are designed to teach critical concepts, such as officer presence, communication skills, verbal and non-verbal cues, de-escalation, less-lethal, use of force and more. There are numerous scenarios that could easily be related to acts of domestic and international terrorism.

In conclusion, a critical element of any training regimen is the debrief. Through VirTra's virtual training simulations, instructors have the ability to pause the scenario mid-scene or wait until scenarios completion before reviewing the trainee's performance. Simulation debriefing abilities include overlaying actions on the scenario, such as the exact time and location of the trainee's shot. VirTra provides Police Departments with valuable resources to improve Officer development in nearly unlimited situations and environments to greatly maximize law enforcement training outside of the training simulator to include situations of domestic and international terrorism.

RESOLUTION NO. 1402-2024

A RESOLUTION AUTHORIZING THE MAYOR AND THE FIRE CHIEF OF THE CITY OF SPANISH FORT, ALABAMA, TO MAKE APPLICATIONS FOR THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT FROM THE DEPARTMENT OF HOMELAND SECURITY

WHEREAS, the Spanish Fort Fire Rescue Department desires to seek funding from the Department of Homeland Security for funding for additional fire personnel through the Staffing for Adequate Fire and Emergency Response (SAFER) grant; and

WHEREAS, the application must be submitted for and on behalf of the City by its Mayor and/or its Fire Chief, and the grant application deadline is April 12, 2024; and

WHEREAS, the agreement is required to be executed in the name of the City for and on behalf of the City by its Mayor and/or the Fire Chief;.

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

SECTION 1. The City Council hereby approves and authorizes the filing of grant applications by the Mayor and/or the Fire Chief with the Department of Homeland Security through the Staffing for Adequate Fire and Emergency Response (SAFER) grant program for the purpose of receiving funding for staffing of 12 additional fire personnel for three years. The Mayor and/or the Fire Chief are hereby authorized to cooperate with JMCM Consulting, LLC, to execute any documents deemed necessary to secure such funding assistance.

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