

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

Regular Meeting
October 7, 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 September 16, 2024
Regular Meeting September 16, 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.

The City of Spanish Fort is proud to announce that Governor Kay Ivey recently awarded the City a \$3,000,000 grant from GOMESA funding. GOMESA, the Gulf of Mexico Energy and Security Act, provides funding for coastal conservation, restoration and hurricane protection. The award for the City of Spanish Fort will be used to begin development of the future Honor Park, consisting of approximately 142 acres located along Bay Minette Creek/Bay Minette Basin on Highway 225. The City is currently developing a master plan for the future use of Honor Park. Our residents are encouraged to fill out a survey regarding potential uses of the property. The survey can be found on the “Current Projects” section of our website, www.cityofspanishfort.com.

On Friday, October 18, 2024, the Spanish Fort Public Library and the City of Spanish Fort present the latest in our series of Outdoor Movie Nights. Join us at the pond behind the Spanish Fort Community Center for a showing of “Harry Potter and the Sorcerer’s Stone”. Dress up as your favorite Harry Potter character, bring your chairs and enjoy the show! Events begin at 6:00, and the movie will begin at dusk.

- IX. OLD BUSINESS
- X. NEW BUSINESS

Proclamation of the Week of October 6-12 as Fire Prevention Week in the City of Spanish Fort

Proclamation of the Week of October 20-26, 2024 as Friends of the Libraries Week in the City of Spanish Fort

Proclamation of Bernard Davis Day in the City of Spanish Fort

Public Hearing on Ordinance No. 676-2024 as follows:

- Ordinance No. 676-2024-----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort Changing the Zoning Classification of Certain Property Located at 10810 Highway 31 from R-1 to B-3
- Ordinance No. 677-2024-----An Ordinance Establishing a Procurement Policy for the City of Spanish Fort
- Ordinance No. 678-2024-----An Ordinance Regulating Control of Mosquitos and Stagnant Water in the City of Spanish Fort, Alabama
- Ordinance No. 679-2024-----An Ordinance Authorizing the Mayor to Execute a Memorandum of Understanding between the Baldwin County Commission, Baldwin County Sheriff's Office, Baldwin County Schools and the City of Spanish Fort
- Ordinance No. 680-2024-----An Ordinance Establishing Rules and Regulations for Integrity Park in the City of Spanish Fort, Alabama
- Ordinance No. 681-2024-----An Ordinance Establishing Rules and Regulations for Spirit Park in the City of Spanish Fort, Alabama
- Ordinance No. 682-2024-----An Ordinance Granting a Non-exclusive Franchise to Uniti Fiber, LLC, for the Purpose of Maintaining Fiber Optics Transmission Lines withing the Public Rights-of-Way within the City of Spanish Fort, Alabama
- Ordinance No. 683-2024----- An Ordinance Granting a Non-exclusive Franchise to Southern Light, LLC, for the Purpose of Maintaining Fiber Optics Transmission Lines withing the Public Rights-of-Way within the City of Spanish Fort, Alabama
- Resolution No. 1446-2024----A Resolution Authorizing the Mayor of the City of Spanish Fort, Alabama, to Enter into an Agreement for the Rental and Installation of a Postage Meter for the City of Spanish Fort
- Resolution No. 1447-2024----A Resolution Authorizing the Mayor of the City of Spanish Fort to Enter into an Agreement for the Provision of Time and Attendance Software for the City of Spanish Fort
- Resolution No. 1448-2024----A Resolution Authorizing the Mayor of the City of Spanish Fort, Alabama, to Enter into an Agreement for Roofing Repairs at 7581 Spanish Fort Blvd. ("Old City Hall") in the City of Spanish Fort
- Resolution No. 1449-2024----A Resolution Authorizing the Mayor of the City of Spanish Fort, Alabama, to Enter into an Agreement for Brick Repair and Painting at 7581 Spanish Fort Blvd. ("Old City Hall") in the City of Spanish Fort
- Resolution No. 1450-2024----A Resolution Awarding the Bid for a Sidewalk along Jimmy Faulkner Drive from Tanager Lane to Spanish Fort Middle School

Resolution No. 1451-2024----A Resolution Authorizing the Mayor to Enter into a Contract for Services between the City of Spanish Fort, Alabama, and the Consultant for Park and Recreation Activities to the City Council

Resolution No. 1452-2024----A Resolution Amending the Employee Pay Classification Guidelines

Resolution No. 1453-2024-----A Resolution Appointing a Member to the Spanish Fort Public School Commission.

XI. ADJOURN TO NEXT MEETING
Work Session and Regular Meeting, October 21, 2024

**Spanish Fort City Council
Minutes, Regular Meeting, September 3, 2024**

CALL TO ORDER

The City Council of the City of Spanish Fort, Alabama, met Tuesday, September 3, 2024, at 6:00 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

ROLL CALL

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Councilmember J. R. Smith led the invocation and Pledge of Allegiance.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

The minutes of the the Meeting and Work Session of September 3, 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

Fire Chief Roger Few informed the City Council that the 2024 Fire Prevention 5K and One Mile Fun Run will be held at Meaher State Park on September 28, 2024, at 8:00 a.m. Councilmember Gustafson reported that the Junior City Council was planning a market day to be held soon.

PUBLIC PARTICIPATION

There was none.

ANNOUNCEMENTS

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

The City of Spanish Fort Administrative Offices and the Spanish Fort Public Library will be closed on Monday, September 2, 2024, to celebrate the Labor Day Holiday. The City Council Work Session and City Council Meeting scheduled for Monday, September 2, 2024, will be held on Tuesday, September 3, 2024, with the Work Session scheduled for 4:00 p.m. and the City Council Meeting scheduled for 6:00 p.m.

On Sunday, September 29, 2024, the Mobile Pops Band will be performing at the Spanish Fort Community Center at 6:00 p.m. FAME, Fine Arts, Music & Entertainment, will have an art guild show prior to the concert from 5:00 p.m. to 6:00 p.m.

The City of Spanish Fort is proud to announce that Governor Kay Ivey recently awarded the City a \$3,000,000 grant from GOMESA funding. GOMESA, the Gulf of Mexico Energy and Security Act, provides funding for coastal conservation, restoration and hurricane protection. The award for the City of Spanish Fort will be used to begin development of the future Honor Park, consisting of approximately 142 acres located along Bay Minette Creek/Bay Minette Basin on Highway 225. The City is currently developing a master plan for the future use of Honor Park. Our residents are encouraged to fill out a survey regarding potential uses of the property. The survey can be found on the "Current Projects" section of our website, www.cityofspanishfort.com.

On Tuesday, October 1, 2024, the City of Spanish Fort and Infirmiry Medical Systems will present a program to educate the community on the use of Narcan to treat drug overdoses in our community.

Free Narcan will be distributed to attendees on a first come, first served basis. The event begins at 6:00 p.m. Doors will open at 5:30 p.m.

On Tuesday, September 17, 2024, the City of Spanish Fort will be hosting the Baldwin Chapter of Quilts of Valor to honor veterans who have been nominated with the presentation of a Quilt of Valor to commemorate their service. The ceremony will be at 2:00 p.m. on September 17, at the Community Center. The community is invited.

Join us after the City Council meeting tonight, as we honor Bernard Davis who has served for many years on the Planning Commission and in various capacities in the City of Spanish Fort. Bernard has retired from his service to the City, and tonight following the meeting, we will honor Bernard with a reception. We invite all to join and celebrate Bernard as we thank him for his service.

OLD BUSINESS

There was none.

NEW BUSINESS

Announcement of Planning Commission Appointment

Mayor McMillan recognized Planning Commission member Bernard Davis who served for many years on the Planning Commission and in various capacities in the City of Spanish Fort. Mr. Davis thanked the City Council and Mayor for the opportunity to serve. Mayor McMillan announced that Mr. Davis had submitted a resignation from the Planning Commission, effective October 1, 2024. Mayor McMillan announced the appointment of Steve LeMoine to fill the remainder of Mr. Davis' term on the Planning Commission.

Proclamation of the Week of September 17-23, 2024, as Constitution Week in the City of Spanish Fort

Mayor McMillan issued a proclamation proclaiming the Week of September 17-23, 2024, as Constitution Week in the City of Spanish Fort. David Conner read the proclamation. Mayor McMillan presented the proclamation to Ms. Joni Euler, Ms. Glenda Gravlee, Ms. Carol Salsamendi and Ms. Carol Stapleton who accepted the proclamation on behalf of the Ecor Rouge Chapter of the Daughters of the American Revolution.

Proclamation of the Week of September 21-28, 2024, as National Estuaries Week in the City of Spanish Fort

Mayor McMillan issued a proclamation proclaiming the Week of September 21-28, 2024, as National Estuaries Week in the City of Spanish Fort. David Conner read the proclamation. Mayor McMillan presented the proclamation to Ms. Shemika Brown who accepted the proclamation on behalf of the Mobile Bay Estuary Program.

Ordinance No. 676-2024

Mayor McMillan presented Ordinance No. 676-2024, an Ordinance amending Ordinance No. 51-96 of the City of Spanish Fort Changing the Zoning Classification of Certain Property Located at 10810 Highway 31 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, October 7, 2024, City Council meeting to hear comments from those in favor of or in opposition to the proposed Ordinance.

Ordinance No. 677-2024

Mayor McMillan presented Ordinance No. 677-2024, an Ordinance establishing a procurement policy for the City of Spanish Fort. David Conner explained the proposed Ordinance. Discussion followed.

Ordinance No. 678-2024

Mayor McMillan presented Ordinance No. 677-2024, an Ordinance regulating control of mosquitos and stagnant water in the City of Spanish Fort. David Conner explained the proposed Ordinance. Discussion followed.

Resolution No. 1444-2024

Mayor McMillan presented Resolution No. 1444-2024, a resolution adopting the General Operations Budget for Fiscal Year 2024-2025. David Conner explained the proposed resolution. Discussion followed. Mayor opened the public hearing. There were no comments. Mayor McMillan closed the public hearing. Discussion followed.

A motion was made by Councilmember J. R. Smith and seconded by Councilmember Brabner to adopt Resolution No. 1444-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Brabner, J. R. Smith and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1445-2024

Mayor McMillan introduced Resolution No. 1445-2024, a resolution approving the execution of an agreement for debris monitoring, disaster management and recovery services. David Conner explained the proposed resolution. Discussion followed.

A motion was made by Councilmember Gustafson and seconded by Councilmember Brabner to adopt Resolution No. 1445-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Brabner, J. R. Smith and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1446-2024

Mayor McMillan introduced Resolution No. 1446-2024, a resolution authorizing the Mayor of the City of Spanish Fort, Alabama, to enter into an agreement for the rental and installation of a postage meter for the City of Spanish Fort. David Conner explained the proposed resolution. Discussion followed.

Resolution No. 1447-2024

Mayor McMillan introduced Resolution No. 1447-2024, a resolution authorizing the Mayor of the City of Spanish Fort to enter into an agreement for the provision of time and attendance software for the City of Spanish Fort. David Conner explained the proposed resolution. Discussion followed.

Resolution No. 1448-2024

Mayor McMillan introduced Resolution No. 1448-2024, a resolution authorizing the Mayor of the City of Spanish Fort, Alabama, to enter into an agreement for the roofing repairs at 7581 Spanish Fort Blvd. (“Old City Hall”) in the City of Spanish Fort. David Conner explained the proposed resolution. Discussion followed.

Resolution No. 1449-2024

Mayor McMillan introduced Resolution No. 1449-2024, a resolution authorizing the Mayor of the City of Spanish Fort, Alabama, to enter into an agreement for the brick repair and painting at 7581 Spanish Fort Blvd. (“Old City Hall”) in the City of Spanish Fort. David Conner explained the proposed resolution. Discussion followed.

Resolution No. 1450-2024

Mayor McMillan introduced Resolution No. 1450-2024, a resolution awarding the bid for a Sidewalk along Jimmy Faulkner Drive from Tanager Lane to Spanish Fort Middle School. David Conner explained the proposed resolution. Discussion followed.

ADJOURNMENT

There being no further business before the Council, the meeting adjourned at 6:39 p.m.

Approved this ____ day of October, 2024.

Rebecca A. Gaines
City Clerk.

Spanish Fort City Council

Minutes, Work Session, Tuesday, September 16, 2024

The City Council of the City of Spanish Fort, Alabama, met September 16, 2024, at 4:01 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

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

The Council discussed general municipal business.

City Attorney David Conner made a recommendation that the City Council go into executive session in accordance with the Alabama Open Meetings Act to discuss the general reputation and character of certain individuals and, subject to the limitations set out therein, to discuss the job performance of certain public employees; to discuss the legal ramifications of and legal options for pending litigation, controversies not yet being litigated, but imminently likely to be litigated, or imminently likely to be litigated if the governmental body pursues a proposed course of action; and to discuss the consideration the governmental body is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property. Mr. Conner made an oral declaration that the exceptions under the Open Meetings Act are applicable to the planned discussion. A motion was made by Councilmember Gustafson and seconded by Councilmember J. R. Smith to go into executive session at 4:35 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 45 minutes and that the Work Session would resume upon the conclusion of the executive session.

At 5:15 p.m., City Clerk Rebecca A. Gaines announced the executive session would continue for approximately 15 more minutes.

The Council reconvened at 5:35 p.m.

The Council discussed general municipal business.

There being no further business before the Council, the work session adjourned at 5:35 p.m.

Approved this _____ day of October, 2024.

Rebecca A. Gaines, CMC
City Clerk

ORDINANCE NO. 676-2024

**AN ORDINANCE AMENDING ORDINANCE NO. 51-96 OF THE CITY OF SPANISH FORT
CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT
10810 HIGHWAY 31 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, September 9, 2024, for the purpose of receiving public comments on the proposed change in zoning classification, and at such meeting voted to forward a positive recommendation for rezoning the subject property from R-1 to B-3, General Business District; and

WHEREAS, the City Council of the City of Spanish Fort held a meeting on Monday, October 7, 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 at 10810 Highway 31, bearing tax parcel No. 05-32-07-26-0-000-001.007, 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:

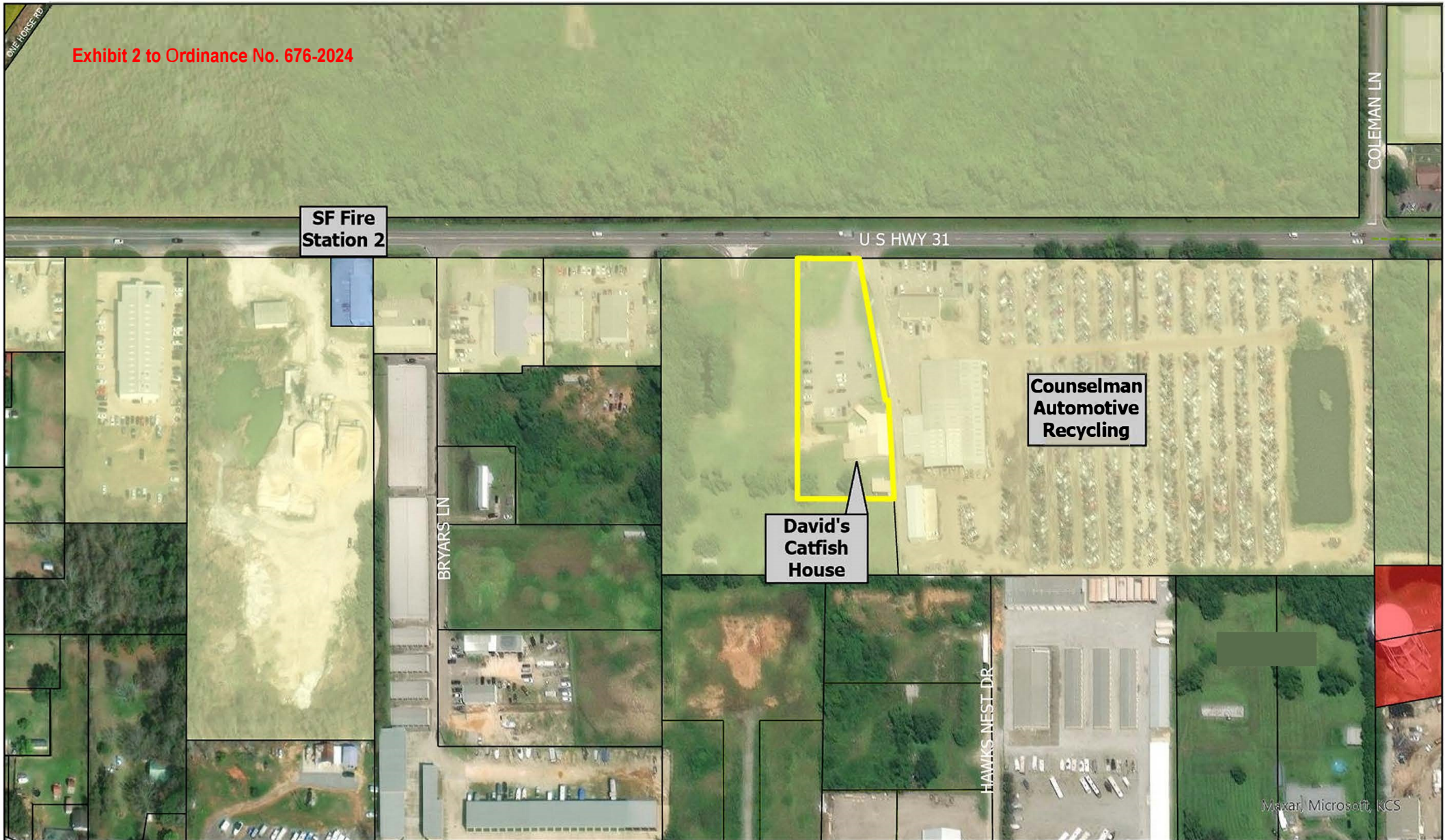
Rebecca A. Gaines
City Clerk

EXHIBIT “1” TO ORDINANCE NO. 676-2024

LEGAL DESCRIPTION:

Lot 2 JAJ Subdivision, according to the map or plat thereof, recorded on Slide 2617-C in the Office of the Judge of Probate, Baldwin County, Alabama.

Exhibit 2 to Ordinance No. 676-2024



ZONING CLASSIFICATION

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

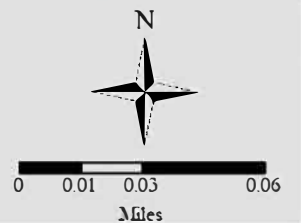
- B-3: General Business
- B-4: Major Business District
- B-5: Hotel/Motel
- M-1: Light Industrial

- T-1: Telecommunication Tower District
- State of Alabama
- Baldwin County
- City of Spanish Fort

- 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
- <all other values>
- Lot Lines



ORDINANCE NO. 677-2024

AN ORDINANCE ESTABLISHING A PROCUREMENT POLICY FOR THE CITY OF SPANISH FORT, ALABAMA

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

SECTION 1. Definitions.

The following terms shall have the meaning ascribed to them herein unless the context clearly indicates otherwise:

- (1) *Emergency purchase.* A purchase made without following normal purchasing procedures in order to obtain goods or services to meet an urgent and unexpected requirement where health and public safety or the conservation of public resources are at risk.
- (2) *Public works contract.* A contract between the city and a contractor pursuant to Code of Ala. 1975, § 32-2-1 et seq., for the construction, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, bridges, docks, underpasses, and viaducts as well as any other improvement to be constructed, repaired, renovated, or maintained on public property and to be paid, in whole or in part, with public funds or with financing to be retired with public funds.
- (3) *Purchase order.* A written authorization on a form approved by the City Clerk/Treasurer for a vendor to provide materials, equipment, supplies, other personal property, or services to be paid for with city funds at a specified price over a specified time period. Acceptance of the purchase order constitutes a purchase contract and is legally binding on all parties. Each Department shall maintain a number system for purchase orders so that each purchase order has a unique identifying number.
- (4) *Sole source.* Those goods and/or services authorized to be purchased without competitive bid pursuant to applicable provisions of Code of Ala. 1975, § 41-16-51(13).
- (5) *State bid limit.* The ceiling amount, as authorized by Code of Ala. 1975, § 41-16-50, above which all purchases of labor, services, work, or for the purchase of materials, equipment, supplies or other personal property within a fiscal year (with the exception of public works contracts and contracts for professional services exempt from the bid law), are required to be competitively bid before a purchase order can be obtained from the purchasing division.

SECTION 2. Purchasing Generally.

- (a) The provisions herein establish policies regulating the procedures to be followed in the purchase of materials, equipment, supplies, other personal property, or services, depending on the costs of the items to be purchased.
- (b) The splitting of purchases into smaller orders to avoid these requirements is strictly prohibited.
- (c) A purchase order will be generated and signed by the Mayor or his designee under the established procedures.
- (d) The purchasing procedure provisions hereof do not apply to public works contracts made pursuant to Code of Ala. 1975, § 32-2-1 et seq., or to contracts for the provision of professional services pursuant to Code of Ala. 1975, § 41-16-51, if authorized by the City Council.

SECTION 3. Purchase orders.

Except as otherwise stated herein, a purchase order signed by the Mayor or his or her designee is required in every instance in which there is a need to purchase materials, equipment, supplies, other personal property, or services with City funds exceeding five thousand dollars (\$5,000.00) per purchase, except for purchases made with an authorized city procurement credit card. Purchases made with an authorized city procurement card shall not exceed five thousand dollars (\$5,000.00). A signed purchase order must be received by a Department Head prior to placing any order exceeding five thousand dollars (\$5,000.00) with any vendor or supplier unless the purchase can be classified as an emergency.

The Mayor or his respective designees, may declare exceptions to the five thousand dollar (\$5,000.00) purchase order requirement and procurement card limit at his discretion for payment of invoices for recurring expenses such as, but not limited to, fuel, insurance premiums, licenses,

membership fees, and subscriptions. Utility payments and payments routinely withdrawn on a monthly or quarterly basis through an electronic funds withdrawal, such as monthly utility payments, tax payments, health insurance payments and/or retirement system payments do not require a purchase order.

Purchase orders will only be issued for the purchase of materials, equipment, supplies, other personal property, or services, pursuant to the provisions hereof for legitimate public purposes and solely for the use and benefit of the City and its operations and shall not inure to the private or personal benefit of any employee, person, firm or corporation.

Purchase Orders shall be initiated and properly documented by the requisitioning department head or his designee and sent to the City Clerk's office.

For items costing in excess of \$500.00, alternate price quotations must be obtained and attached to the Purchase Order from at least two (2) additional vendors to ensure the maximum value for each public dollar spent.

Nothing prohibits a department from submitting a requisition to the purchasing division of the department of accounting and finance and obtaining a purchase order to purchase items on behalf of the city should they desire to do so even though the same is not required.

SECTION 4. Purchases in excess of the state bid limit.

Departments seeking to purchase materials, equipment, supplies, other personal property, or services that may exceed the state bid limit pursuant to Code of Ala. 1975, § 41-16-50, and are not otherwise exempt pursuant to Code of Ala. 1975, § 41-16-51, (the bid law limit for heavy-duty off-highway construction equipment is as established by Code of Ala. 1975, § 41-16-52) within a fiscal year are required to competitively bid the purchase of said materials, equipment, supplies, other personal property, or services through the City Clerk's Office before a purchase order can be issued. Public works contracts and other items exempt from the Alabama bid law are exempt from this requirement. All public works contracts must be procured pursuant to Title 39 of Code of Alabama. Prior to initiating the procurement process for any public works contract, professional service contract, or other bid law exempt item, departments are required to contact the City Clerk's Office for instructions and guidance in the procurement process.

SECTION 5. Sole source purchases.

Purchase Orders may be submitted, and purchase orders may be issued for materials, equipment, supplies or other personal property, services and commodities in excess of the bid law limit for which there is only one vendor or supplier and contractual services and purchases of personal property which by their very nature are impossible to award by competitive bidding pursuant to Code of Ala. 1975, § 41-16-51(13). Provided; however, proper documentation and verification of the facts supporting the same shall be submitted to City Clerk's Office and approved by the Mayor and/or City Council.

Such documentation must demonstrate that the service, good or item sought to be acquired must be unique; that uniqueness must be substantially related to the intended purpose, use and performance of the service, good or item such that the department requesting the same must be able to show that other similar goods, services or items cannot perform the desired objectives.

SECTION 6. Emergency purchases.

In cases of emergency affecting the public health, safety or convenience, so declared in writing by the City Council, setting forth the nature of the danger to public health, safety or convenience involved in delay, requisitions may be submitted and purchase orders issued for the purchase of materials, services, equipment, supplies or other personal property to the extent necessary to meet the emergency without public advertisement pursuant to Code of Ala. 1975, § 41-16-53. Provided; however, proper documentation and verification of the facts supporting the same shall be submitted to the City Clerk's Office and approved by the Mayor and/or City Council.

SECTION 7. Administration

The City Clerk's Office, with the approval of the Mayor, is authorized to promulgate rules, regulations and policies in furtherance of the provisions hereof in order to implement the same. Violations of this article may result in discipline pursuant to Section 19-90.

SECTION 8. Contract procurement standards.

(a) *Contract procurements, generally.*

- (1) All procurements of professional service contracts shall comply with all applicable federal, state and local laws, rules and regulations. To the extent this chapter may conflict with any valid superseding federal or state law, it shall automatically conform to such federal or state law.
- (2) All procurements of public works construction and other non-professional service contracts shall comply with all applicable federal, state and local laws, rules and regulations. To this extent this chapter may conflict with any valid superseding federal or state law, it shall automatically conform to such federal or state law.
- (3) Unless otherwise required by federal law, rule, and/or regulation, all city contract procurements shall comply with applicable state competitive bid and public works laws.
- (4) Unless otherwise required by a federal law, rule or regulation, competitive bidding shall not be required to procure the following:
 - a. Contracts for securing services of attorneys, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, consultants, certified public accountants, public accountants, or other individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part.
 - b. Contracts for fiscal or financial advice or services.
 - c. The selection of paying agents and trustees for any security issued by the city.
 - d. Professional services contracts for codification and publication of the laws and ordinances of the city.
 - e. The purchase of insurance.
- (5) Unless otherwise required by a federal law, rule or regulation, the city council may adopt a resolution authorizing and awarding a professional service contract as described in subsection (a)(4) in its discretion and without utilization of a formal or informal competitive bid process.
- (6) Notwithstanding the foregoing, the city may, in its discretion, issue a request for proposal ("RFP") or request for statement of qualifications ("RFQ") to introduce a competitive element into the selection of any professional service. Generally, the RFP or RFQ may require a statement of experience and qualifications, references, a price/hourly rate quote (if applicable), and any other requirement deemed appropriate by the city that does not conflict with federal, state or local law; provided, however, that the final form of any lawful RFP or RFQ shall be in the discretion of the city and may or may not include any of the abovementioned elements, and may include additional elements.

(b) *Procurement of contracts subject to 2 CFR § 200.318 requirements.*

- (1) *Applicability.* The requirements of this section apply to procurements related to the expenditure of all federally originated funds.
- (2) *City procurement procedures to conform to federal law.* The city will use its own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 CFR § 200.318.
 - a. *Contract administration system.* The city will maintain a contract administration system through the establishment of a city representative for each contract. The city representative will monitor contract performance and consult with the office of the City Attorney as required to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
 - b. *Standards of conduct; conflicts of interest.* Elected officials, staff or agents of the city are prohibited from personally benefitting from procurements under this section. No employee, officer or agent of the city shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest as defined in 2 CFR § 200.318(c)(1), real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, or any member of his or her immediate family, his or her partner, or an organization which employs, or is about to

employ, any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The City's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value in excess of that allowed under Alabama ethics laws from contractors, potential contractors, or parties to subcontracts. Violations of such standards by the officers or employees of the city, or agents, or by contractors or their agents shall be reported to the state ethics commission pursuant to Code of Ala. 1975, § 36-25-17.

- c. *Unnecessary/ duplicative items.* Prior to award, the City shall perform a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
 - d. *Responsible contractors.* The city will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The city will require contractors to execute a "disbarment and suspension statement" certifying/verifying that the contractor is not suspended or disbarred or otherwise excluded from or ineligible for participation in federal assistance programs or activities. See 2 CFR § 200.213.
 - e. *Records.* The city will maintain records sufficient to detail the history of a procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
 - f. *Protest procedures.* Protests made under this section shall be presented in writing to the designated city representative within three (3) days of bid opening. Further protest may be handled and resolved pursuant to the same procedure established in *Alabama Code* (1975) § 41-16-61. To wit, any taxpayer of the area within the jurisdiction of the city and any bona fide unsuccessful bidder on a particular contract shall be empowered to bring a civil action in the appropriate court to enjoin execution of any contract entered into in violation of the provisions of this section. The city shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust this remedy before pursuing a protest with the federal agency.
 - g. *Intergovernmental agreements.* The city shall enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
 - h. *Excess and surplus property.* The city shall use federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
 - i. *Value engineering clauses.* The city shall use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions whenever such use is feasible.
 - j. *Time and materials type contracts.* The city may use a time and material type contract as defined in 2 CFR § 200.318(j) only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk.
 - k. *Procurement of recovered materials.* The city shall follow the requirements of 2 CFR § 200.322 with regard to the procurement of recovered materials.
- (3) *Competition.* All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 2 CFR § 200.319.
- a. *Contractor disqualification.* In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals are excluded from competing for such procurements.

- b. *Situations restrictive of competition.* Some of the situations considered to be restrictive of competition, and therefore prohibited, include but are not limited to:
 1. Placing unreasonable requirements on firms in order for them to qualify to do business;
 2. Requiring unnecessary experience and excessive bonding;
 3. Noncompetitive pricing practices between firms or between affiliated companies;
 4. Noncompetitive awards to consultants that are on retainer contracts;
 5. Organizational conflicts of interest;
 6. Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and,
 7. Any arbitrary action in the procurement process.
 - c. *Geographical preferences.* The city will not impose in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. Nothing in this section preempts state licensing laws.
 - d. *Written selection procedures.* The city will establish written selection procedures for procurement transactions in the form of a request for proposal ("RFP"), request for statement of qualifications ("RFQ"), sealed bid, or other pre-established procurement document for each procurement transaction. In the event that procedures are not established in the procurement document, written proposals will be rated by a pre-selected panel of qualified city employees, officers and/or agents. The panel will agree upon a rating system prior to review of proposals that will consist of either a numerical grading system or a pass/fail grading system, or a combination of the two (2). These procedures will ensure that all solicitations:
 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and,
 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
 - e. *Prequalification.* If the city chooses to prequalify contractors, then the city will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the city will not preclude potential bidders from qualifying during the solicitation period.
- (4) *Methods of procurement.* Any method of procurement under this section shall comply with the requirements of 2 CFR § 200.320 and any other applicable federal, state or local law, rule or regulation, whichever requirement is stricter.
- a. *Procurement by micro-purchases.* Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold ([2 CFR] § 200.67 micro-purchase). The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (definitions). It is three thousand dollars (\$3,000.00) except as otherwise discussed in Subpart 2.1 of that

regulation, but this threshold is periodically adjusted for inflation. To the extent practicable, the city shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the city considers the price to be reasonable.

- b. *Procurement by small purchase procedures.* Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. To the extent the Alabama Competitive Bid and/or Public Works Laws establish stricter standards for procurement by small purchase procedures, the city shall apply the stricter state law standards. Generally, all expenditure of funds of whatever nature for labor, service, work, or for the purchase of materials, equipment, supplies, or other personal property involving fifteen thousand dollars (\$15,000.00) or more must be competitively bid pursuant to the requirements of the state bid law.
- c. *Procurement by sealed bids (formal advertising).* Bids shall be publicly solicited and a firm-fixed-price contract (lump sum or unit price) shall be awarded to the responsible, responsive bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method shall be the preferred method for procuring construction. The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bid. The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond. All bids will be publicly opened at the time and place prescribed in the invitation for bids. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a sound documented reason. To the extent the Alabama Competitive Bid and/or Public Works Laws establish stricter standards for procurement by sealed bids (formal advertising), the city shall apply the stricter state law standards. Before entering into any contact for a public works involving an amount in excess of fifty thousand dollars (\$50,000.00), the city shall advertise for sealed bids. In order for sealed bidding to be feasible, the following conditions must be present:
 1. A complete, adequate, and realistic specification or purchase description is available;
 2. Two or more responsible bidders are willing and able to compete effectively and for the business; and
 3. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- d. *Procurement by competitive proposals.* This method shall be conducted with more than one source submitting an offer, and with either a fixed-price or cost-reimbursement type contract to be awarded. This method shall be generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
 1. Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
 2. Proposals will be solicited from an adequate number of qualified sources;
 3. The method for conducting technical evaluations of the proposals received and for selecting awardees will be established in the request for proposal ("RFP"), request for statement of qualifications ("RFQ"), or other pre-established procurement document for each procurement transaction. In the event that procedures are not established in the procurement document, written proposals will be rated by a pre-selected panel of qualified city employees. The panel will agree upon a rating

system prior to review of proposals that will consist of either a numerical grading system or a pass/fail grading system, or a combination of the two (2);

4. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and,
 5. In its discretion, the city may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
 6. To the extent the Alabama Competitive Bid and/or Public Works Laws establish stricter standards for procurement by competitive proposals, the city shall apply the stricter state law standards.
- e. *Procurement by noncompetitive proposals.* Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:
1. The item is available only from a single source;
 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 3. The awarding agency authorizes noncompetitive proposals; or
 4. After solicitation of a number of sources, competition is determined inadequate.
- Cost analysis (i.e. verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits) is required.
- f. *Procurement by Purchasing Cooperative.* Where not prohibited by federal or state laws or regulations, procurement may be allowed in accordance with the provisions of Alabama Code (1975) §§ 41-51-16(a)(16). Prior to obtaining a purchase order, the department seeking the purchase shall obtain documentation from the Alabama Department of Public Examiners verifying that the proposed purchasing cooperative is approved. Additionally, documentation shall be obtained from the purchasing cooperative verifying that the contract was competitively bid in accordance with state and federal law, including, but not limited to, the provisions of 2 CFR § 200.320.
- g. *Procurement through General Services Administration Contract.* Where not prohibited by federal or state laws or regulations, procurement may be allowed in accordance with the provisions of Alabama Code (1975) §§ 41-51-16(a)(17) The purchase of goods or services, other than wireless communication services, whether voice or data, from vendors that have been awarded a current and valid Government Services Administration contract. Any purchase made pursuant to this subdivision shall be under the same terms and conditions as provided in the Government Services Administration contract. Prices paid for such goods and services, other than wireless communication services, whether voice or data, may not exceed the amount provided in the Government Services Administration contract.
- h. *Procurement of items exempt from Alabama state bid requirements.* Where not prohibited by federal laws or regulations, procurement of items exceeding the minimum bid threshold, but otherwise exempt from Alabama state bid requirements shall be subject to the provisions of this Ordinance. Where an item is exempt from bidding pursuant to the Alabama state bid law, proposals from three (3) vendors shall be obtained unless the item is a sole source item or the item.
- (5) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.* Pursuant to 2 CFR § 200.321, the city will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: placing qualified small and minority businesses and

women's business enterprises on solicitation lists; assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; using the services and assistance of the small business administration and the minority business development agency of the department of commerce; and, requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

- (6) *Contract cost and price.* Pursuant to 2 CFR § 200.324, the city shall perform a cost or price analysis in connection with every procurement action in excess of the simplified acquisition threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the city must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g. under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price. The city will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with federal cost principles. The city may reference its own cost principles that comply with the applicable federal cost principles. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used."
- (7) *Federal awarding agency or pass-through entity review.* Pursuant to 2 CFR § 200.325, the city must make available, upon request of the federal awarding agency or pass-through entity, technical specifications on proposed procurements where the federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. These review requirements shall be governed by 2 CFR § 200.324.
- (8) *Bonding requirements.* Pursuant to 2 CFR § 200.326, for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the following minimum requirements shall apply:
 - a. The city shall require a bid guarantee from each bidder equivalent to five (5) per cent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
 - b. The city shall require a performance bond on the part of the contractor for one hundred (100) per cent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - c. The city shall require a payment bond on the part of the contractor for one hundred (100) per cent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
 - d. To the extent the Alabama Competitive Bid and/or Public Works Laws establish stricter standards for bonding requirements, the city shall apply the stricter state law standards.
- (9) *Contract provisions.* Contracts procured pursuant to 2 CFR § 200.327 shall contain the following contract provisions:
 - a. *Violation or breach of contract terms.* Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000.00), which is the inflation adjusted amount determined by the civilian agency acquisition council and the

defense acquisition regulations council (councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. To wit, if the contractor is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the agreement, or is assessed liquidated damages as set forth herein, then the city may, without prejudice to any of its other rights or remedies and after giving the contractor and his surety, if any, seven (7) days' written notice, during which period the contractor fails to cure the violation, terminate the employment of the contractor. In such case, the contractor shall not be entitled to receive any further payment from the city.

- b. *Termination for cause and for convenience.* For all contracts in excess of ten thousand dollars (\$10,000.00), the city reserves the right with or without cause to terminate the agreement by giving written notice to contractor of such termination at least fifteen (15) days before the effective date thereof. In the event of termination, contractor shall cease performing any work pursuant to the agreement and be entitled to compensation for services rendered through the effective date of termination.
- c. *Access to records.* The city, any subgrantee, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions.
- d. *Retention of records.* Contractor is required to retain all records as required by applicable federal law for three (3) years after the city or any or subgrantee makes final payments and all other pending matters are closed.
- e. *Equal employment opportunity.* Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- f. *Davis-Bacon Act.* When required by federal program legislation, all prime construction contracts in excess of two thousand dollars (\$2,000.00) awarded by the city must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The city must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The city must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The city must report all suspected or reported violations to the federal awarding agency.
- g. *Contract Work Hours and Safety Standards Act.* Where applicable, all contracts awarded by the city in excess of one hundred thousand dollars (\$100,000.00) that involve the employment of mechanics or laborers must include a provision for compliance with 40

U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under forty (40) U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1½) times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- h. *Rights to inventions made under a contract or agreement.* If the federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the city wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the city must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
 - i. *Clean Air Act and the Federal Water Pollution Control Act.* Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000.00) must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency (EPA).
 - j. *Debarment and suspension.* A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the system for award management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - k. *Byrd anti-lobbying amendment.* Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000.00) must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- (c) *Procurement of contracts subject to 24 CFR § 85.36 requirements.*
- (1) *City procurement procedures to conform to federal law.* The city will use its own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 24 CFR § 85.36.
 - a. *Contract administration system.* The city will maintain a contract administration system through the establishment of a city representative for each contract. The city representative will monitor contract performance and consult with the City Clerk's Office as required to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
 - b. *Standards of conduct.* Elected officials, staff or agents of the city are prohibited from personally benefitting from procurements under this section. No employee, officer or agent of the city shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest as defined in 24 CFR § 85.36, real or apparent, would be involved. Such a conflict would arise when the

employee, officer or agent, or any member of his immediate family, his partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The city's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. To the extent permitted by state (Alabama Code (1975) Title 36, Chapter 25) or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the officers or employees of the city, or agents, or by contractors or their agents.

- c. *Unnecessary/duplicative items.* Prior to award, the city shall perform a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
 - d. *Responsible contractors.* The city will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The city will require contractors to execute a "disbarment and suspension statement" certifying/verifying that the contractor is not suspended or disbarred or otherwise excluded under 2 CFR § 408.220 of the government-wide non-procurement, disbursement and suspension list.
 - e. *Records.* The city will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
 - f. *Protest procedures.* Protests made under this section shall be presented in writing to the designated city representative within three (3) days. Further protest may be handled and resolved pursuant to the same procedure established in Ala. Code § 41-16-61. To wit, any taxpayer of the area within the jurisdiction of the city and any bona fide unsuccessful bidder on a particular contract shall be empowered to bring a civil action in the appropriate court to enjoin execution of any contract entered into in violation of the provisions of this section. The city shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust this remedy before pursuing a protest with the federal agency.
- (2) *Competition.* All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 24 CFR § 85.36.
- a. *Situations restrictive of competition.* Some of the situations considered to be restrictive of competition, and therefore prohibited, include but are not limited to:
 - 1. Placing unreasonable requirements on firms in order for them to qualify to do business;
 - 2. Requiring unnecessary experience and excessive bonding;
 - 3. Noncompetitive pricing practices between firms or between affiliated companies;
 - 4. Noncompetitive awards to consultants that are on retainer contracts;
 - 5. Organizational conflicts of interest;
 - 6. Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and,
 - 7. Any arbitrary action in the procurement process.
 - b. *Geographical preferences.* The city will not impose in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given

the nature and size of the project, to compete for the contract. Nothing in this section preempts state licensing laws.

- c. *Written selection procedures.* The city will establish written selection procedures for procurement transactions in the form of a request for proposal ("RFP"), request for statement of qualifications ("RFQ"), sealed bid, or other pre-established procurement document for each procurement transaction. In the event that procedures are not established in the procurement document, written proposals will be rated by a pre-selected panel of qualified city employees, officers and/or agents. The panel will agree upon a rating system prior to review of proposals that will consist of either a numerical grading system or a pass/fail grading system, or a combination of the two (2). These procedures will ensure that all solicitations:
 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and,
 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
 - d. *Prequalification.* If the city chooses to prequalify contractors, then the city will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the city will not preclude potential bidders from qualifying during the solicitation period.
- (3) *Methods of procurement.* Any method of procurement under this section shall comply with the requirements of 24 CFR § 85.36 and any other applicable federal, state or local law, rule or regulation, whichever requirement is stricter.
- a. *Procurement by small purchase procedures.* Small purchase procedures are those relatively simple and informal procurement methods for securing services. To the extent the state competitive bid and/or public works laws establish stricter standards for procurement by small purchase procedures, the city shall apply the stricter state law standards. Generally, all expenditure of funds of whatever nature for labor, service, work, or for the purchase of materials, equipment, supplies, or other personal property involving fifteen thousand dollars (\$15,000.00) or more must be competitively bid pursuant to the requirements of the state bid law.
 - b. *Procurement by sealed bids (formal advertising).* Bids shall be publicly solicited and a firm-fixed-price contract (lump sum or unit price) shall be awarded to the responsible, responsive bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method shall be the preferred method for procuring construction. The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bid. The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond. All bids will be publicly opened at the time and place prescribed in the invitation for bids. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a sound documented reason. To the extent the state competitive bid and/or public works laws establish stricter standards for procurement by sealed bids (formal advertising), the city shall apply the stricter state law standards. Before entering into any

contact for a public works involving an amount in excess of fifty thousand dollars (\$50,000.00), the city shall advertise for sealed bids. In order for sealed bidding to be feasible, the following conditions must be present:

1. A complete, adequate, and realistic specification or purchase description is available;
 2. Two (2) or more responsible bidders are willing and able to compete effectively and for the business; and
 3. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- c. *Procurement by competitive proposals.* If this method is used, the following requirements apply:
1. Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
 2. Proposals will be solicited from an adequate number of qualified sources;
 3. The method for conducting technical evaluations of the proposals received and for selecting awardees will be established in the request for proposal ("RFP"), request for statement of qualifications ("RFQ"), or other pre-established procurement document for each procurement transaction. In the event that procedures are not established in the procurement document, written proposals will be rated by a pre-selected panel of qualified city employees. The panel will agree upon a rating system prior to review of proposals that will consist of either a numerical grading system or a pass/fail grading system, or a combination of the two (2);
 4. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and,
 5. In its discretion, the city may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
 6. To the extent the state competitive bid and/or public works laws establish stricter standards for procurement by competitive proposals, the city shall apply the stricter state law standards.
- d. *Procurement by noncompetitive proposals.* Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one (1) source, or after solicitation of a number of sources, competition is determined inadequate. Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one (1) of the following circumstances applies:
1. The item is available only from a single source;
 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 3. The awarding agency authorizes noncompetitive proposals; or
 4. After solicitation of a number of sources, competition is determined inadequate; or
 5. The items is exempt from bid under the requirements of the Alabama state bid law.

Cost analysis (i.e. verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits) is required.

- e. *Procurement by Purchasing Cooperative.* Where not prohibited by federal or state laws or regulations, procurement may be allowed in accordance with the provisions of Alabama

Code (1975) §§ 41-51-16(a)(16). Prior to obtaining a purchase order, the department seeking the purchase shall obtain documentation from the Alabama Department of Public Examiners verifying that the proposed purchasing cooperative is approved. Additionally, documentation shall be obtained from the purchasing cooperative verifying that the contract was competitively bid in accordance with state and federal law, including, but not limited to, the provisions of 2 CFR § 200.320.

- f. *Procurement through General Services Administration Contract.* Where not prohibited by federal or state laws or regulations, procurement may be allowed in accordance with the provisions of Alabama Code (1975) §§ 41-51-16(a)(17). The purchase of goods or services, other than wireless communication services, whether voice or data, from vendors that have been awarded a current and valid Government Services Administration contract. Any purchase made pursuant to this subdivision shall be under the same terms and conditions as provided in the Government Services Administration contract. Prices paid for such goods and services, other than wireless communication services, whether voice or data, may not exceed the amount provided in the Government Services Administration contract.
 - g. *Procurement of items exempt from Alabama state bid requirements.* Where not prohibited by federal laws or regulations, procurement of items exceeding the minimum bid threshold, but otherwise exempt from Alabama state bid requirements shall be subject to the provisions of this Ordinance. Where an item is exempt from bidding pursuant to the Alabama state bid law, proposals from three (3) vendors shall be obtained unless the item is a sole source item.
- (4) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.* The city will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: placing qualified small and minority businesses and women's business enterprises on solicitation lists; assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; using the services and assistance of the small business administration and the minority business development agency of the department of commerce; and, requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.
- (5) *Contract cost and price.* The city shall perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the city must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price. The city will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with federal cost principles. The city may reference its own cost principles that comply with the applicable federal cost principles. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.
- (6) *Bonding requirements.* For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the following minimum requirements shall apply:
- a. The city shall require a bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance

that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

- b. The city shall require a performance bond on the part of the contractor for one hundred (100) percent of the contract price. A "performance bond" is one (1) executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - c. The city shall require a payment bond on the part of the contractor for one hundred (100) percent of the contract price. A "payment bond" is one (1) executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
 - d. To the extent the state competitive bid and/or public works laws establish stricter standards for bonding requirements, the city shall apply the stricter state law standards.
- (7) *Contract provisions.* Contracts procured pursuant to this section shall contain the following contract provisions:
- a. *Violation or breach of contract terms.* If the contractor is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the agreement, or is assessed liquidated damages as set forth herein, then the city may, without prejudice to any of its other rights or remedies and after giving the contractor and his surety, if any, seven (7) days' written notice, during which period the contractor fails to cure the violation, terminate the employment of the contractor. In such case, the contractor shall not be entitled to receive any further payment from the city.
 - b. *Termination for cause and for convenience.* The city reserves the right with or without cause to terminate the agreement by giving written notice to contractor of such termination at least fifteen (15) days before the effective date thereof. In the event of termination, contractor shall cease performing any work pursuant to the agreement and be entitled to compensation for services rendered through the effective date of termination.
 - c. *Access to records.* The city, any subgrantee, the federal grantor agency, the comptroller general of the united states, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - d. *Retention of records.* Contractor is required to retain all records as required by applicable federal law for three (3) years after the city or any or subgrantee makes final payments and all other pending matters are closed.
 - e. *Compliance, generally.* For contracts in excess of one hundred thousand dollars (\$100,000.00), contractors are required to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
 - f. *Energy efficiency.* Contractors are required to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - g. *Value engineering.* For architectural/engineering (A/E) contracts, contractor is encouraged to develop, prepare, and submit to the city value engineering change proposals (VECP's) voluntarily. Value engineering change proposal (VECP) means a proposal that requires a change to this, the current contract, to implement, and results in reducing the overall projected cost to the city without impairing essential functions or characteristics.
 - h. *Equal employment opportunity.* Contractors shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applies to all construction contracts awarded in

excess of ten thousand dollars (\$10,000.00) by grantees and their contractors or subgrantees).

- i. *Anti-kickback.* Contractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (Applies to all contracts and subgrants for construction or repair).
- j. *Davis-Bacon.* Contractors shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to all construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation).
- j. *Work hours and safety standards.* Contractors shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to all construction contracts awarded by grantees and subgrantees in excess of two thousand dollars (\$2,000.00), and in excess of two thousand five hundred dollars (\$2,500.00) for other contracts which involve the employment of mechanics or laborers).
- k. *Miscellaneous.* All contracts shall contain provisions giving notice of awarding agency requirements and regulations pertaining to reporting, notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, and awarding agency requirements and regulations pertaining to copyrights and rights in data.

SECTION 9. 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.

SECTION 10. 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 11. 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, CMC
City Clerk

ORDINANCE NO. 678-2024

AN ORDINANCE REGULATING CONTROL OF MOSQUITOES AND STAGNANT WATER IN THE CITY OF SPANISH FORT, ALABAMA

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

SECTION 1. Definitions.

The following words, when used in this section shall have the meaning ascribed to them, except where the context clearly indicates otherwise or requires a different meaning:

City shall mean the City of Spanish Fort, Alabama.

Corrective notice shall mean a courtesy letter provided to advise anyone that there may be a violation of this section which may require corrective action on the part of the recipient of the notice.

Hot tub and *Jacuzzi* shall mean any pool of water utilized by persons as a hot tub, as that product is commonly known.

Occupant shall mean the person or entity in current possession or control of subject real property.

Owner shall mean the last person or entity against whom ad valorem taxes were assessed for subject real property.

Pond shall mean any ornamental or decorative pond, pool, vessel or other type of in-ground or aboveground pond designed to hold water and/or fish and/or water plants.

Swimming pool shall mean any pool of water designed or constructed for swimming either and being installed either in-ground or above ground.

SECTION 2. Areas subject to Ordinance. Unless specifically stated otherwise or where the context clearly indicates otherwise or requires a different meaning, each provision of this section shall apply to all real property within the City.

SECTION 3. Standard for maintenance of swimming pools, hot tubs, Jacuzzis, ponds and other containers.

It shall be the duty and responsibility of every owner or occupant of any parcel of real property to keep and maintain swimming pools, hot tubs, Jacuzzis, ponds, or other containers located on said property clean and free of stagnant water and mosquito larvae.

- (a) Within the City of Spanish Fort, it shall be unlawful to keep, maintain, cause or permit the collection of water, in containers, ponds, pools or otherwise, including but not limited to swimming pools, hot tubs, Jacuzzis, ponds or other structures, either standing or flowing, under such conditions or circumstances as may permit or favor the propagation or reproduction of mosquitoes. The presence of live mosquito larvae in such collections or bodies of water shall be prima facie evidence of the propagation or reproduction of mosquitoes in such water.
- (b) It shall be unlawful for the owner, proprietor or person in charge or control of any lot or parcel of land in the city to create or permit upon such lot or parcel of land any pool or body of stagnant water, or offensive damp place.

SECTION 4. Enforcement procedures.

- (a) When any police officer and/or other employee of the city designated by law or ordinance as an enforcement officer finds any violation of any provision of this section which he is authorized or required to enforce, such may issue on forms provided by the city, a municipal offense citation and delivery it to the person in violation, directing the person to appear before the municipal court of the City of Spanish Fort at a time and date stated thereon to answer to the charge or charges for the violation, which shall be stated in the citation.

- (b) The police officers and/or other employees of the city, designated by law or ordinance as enforcement officers and authorized to issue citations as above provided, are hereby authorized to swear out warrants or execute affidavits or complaints charging persons with the violations of this Ordinance without first having issued a citation for such violation.
- (c) Any employee of the City of Spanish Fort designated by the Mayor or the Chief of Police may issue corrective notices to persons, corporations, establishments, companies, owners, tenants, occupants and agents found to be in violation of any provision of this section. The issuance of such corrective notice is not necessary for the prosecution of violations of this Ordinance.

SECTION 5. Failure to comply with notice.

Any person, corporation, company, firm, business, institution, owner, lessee, agent, tenant or occupant who has been served with a corrective notice in accordance with the provisions of this section and who shall neglect or shall refuse or shall fail to fully comply with the corrective notices so ordered and/or within the time frame so ordered therein, shall be in violation of this Ordinance.

SECTION 6. Penalties.

Any person found guilty of violating any provision of this Ordinance shall be punished by a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00), or by imprisonment in the municipal jail for a period not exceeding six (6) months, or both, or in the alternative, may be sentenced to community service or any other lawful remedial action which the municipal judge may deem appropriate.

SECTION 7. 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.

SECTION 8. 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 9. 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, CMC
City Clerk

ORDINANCE NO. 679-2024

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

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

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

ADOPTED and APPROVED this ____ day of October, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

**Memorandum
of
Understanding**

between

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

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

The agencies enter this MOU for the purpose of operating a unified School Resource Officer Program within Baldwin County, which is intended to facilitate a cooperative effort by the participating agencies to effectively satisfy the requirements of the various roles to provide School Resource Officers as defined by the National Association of School Resource Officers and to comply with certain provisions of the School Resource Program MOU between the Baldwin County Sheriff's Office and the Baldwin County Public Schools (See **Exhibit "A"** for details), subject to the terms and conditions set forth herein.

I. Purpose

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

II. Goals

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

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

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

These primary goals are further broken down to include:

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

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

III. Baldwin County Sheriff's Office Responsibilities

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

specific training, that should include annual active shooter and tactical response training for all SROs.

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

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

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

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

IV. Municipal Law Enforcement Agency's Responsibilities

See **EXHIBIT "A"** for details regarding the municipal law enforcement agency's responsibilities under the following sections of that certain Memorandum of Understanding between the Baldwin County Sheriff's Office, Baldwin County Public Schools and the Baldwin County Commission: Part IV-SRO and School Administration Specific Duties and Responsibilities; Part V-Operational Procedures; Part VI-Release of Law Enforcement Information; and Part VII-Miscellaneous, subject to the limitations and provisions set forth below.

A. For purposes of this Agreement, Part IV-SRO and School Administration Specific Duties and Responsibilities, Section A.12. is hereby amended to read in its entirety as follows:

12. SROs will be responsible for lesson plans to be presented to the immediate supervisor. The plans will be approved by the chain of command and in the school before implementation. Topics of instruction will include crime prevention and safety, conflict resolution, restorative justice, and crime awareness as well as others decided upon.

B. For purposes of this Agreement, Part IV-SRO and School Administration Specific Duties and Responsibilities, Section A.19.a. and b. is hereby amended to read in its entirety as follows:

a. Law Enforcement Officer:

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

committed by students have legal rights to pursue justice. Additionally, certain crimes (i.e., assaults with serious bodily injury) are not appropriate for restorative justice alternatives.

• As a law enforcement officer, the SROs should:

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

b. Law-Related Educator:

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

C. For purposes of this Agreement, Part IV-SRO and School Administration Specific

Duties and Responsibilities, Section B.11. is hereby amended to read in its entirety as follows:

11. Undergo training in trauma-engagement, restorative justice, cultural competence, mental health, and disability awareness. This training will be provided by BCSO staff or the respective municipal law enforcement agency.

D. For purposes of this Agreement, Part V. Operational Procedures, Section D.1. is hereby

amended to read in its entirety as follows:

1. All searches should be conducted in accordance with the United States Constitution, state laws, and applicable BCPSS and BCSO or the respective municipal law enforcement agencies policies and guidelines.

E. For purposes of this Agreement, Part V. Operational Procedures, Section E.4. is hereby amended to read in its entirety as follows:

4. Physical intervention by SROs should be undertaken in accordance with policies and operational procedures of the BCSO or the respective municipal law enforcement agency and state law regarding physical intervention and use of force by a law enforcement officer.

F. For purposes of this Agreement, Part V. Operational Procedures, Section E.6. is hereby amended to read in its entirety as follows:

6. SROs should be aware of the ALSDE's policies and guidelines on seclusion and restraint and related local school board policies and may attend training offered by the local school system on their use of seclusion and restraint by school personnel. However, SROs should continue to operate by the policies and operational procedures of the BCSO or their respective law enforcement agencies and state law regarding physical intervention and use of force by a law enforcement officer.

V. Supervision

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

VI. MISCELLANEOUS.

A. This Memorandum of Understanding remains in force for a term of two years, unless either party terminates or withdraws from the agreement by delivering ninety days written notification of such termination or withdrawal to the other party. It should be reviewed annually and amended at least once every two years, or at any time upon the request of any party and as necessary to meet the needs of the signatory agencies. This Memorandum of Understanding shall not be construed to create or substantiate any right or claim on the part of any person or entity which is not party hereto.

B. Nothing in this MOU shall be construed as a limitation on the powers, rights, authority, duty, and responsibilities conferred upon either party under Alabama law.

C. Each party is solely responsible for the act(s) and omission(s) of its own officers, employees, officials, agents, and representatives and each party maintains all defenses and affirmative defenses afforded under State and Federal law concerning immunity.

D. In the event any provision of this MOU is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this MOU shall continue in full force and effect to the maximum extent permitted by law.

E. The failure of either party to enforce one or more provisions of this MOU with respect to any particular breach shall not be deemed or construed to constitute a waiver of any other breach of this MOU.

F. This MOU constitutes the entire understanding and agreement of the parties with respect to the subject matter contained herein and supersedes all prior agreements concerning the same subject matter, whether written or oral. This MOU may be modified only by a writing signed by both parties.

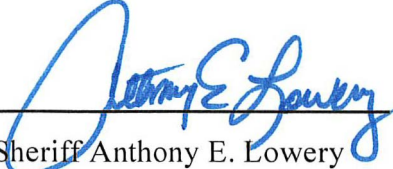
G. The parties may execute this MOU in counterparts. The parties represent and warrant that each respective signatory is fully authorized to enter into and to execute this MOU on behalf of the named party.

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Billie Jo Underwood,
Chairman Baldwin County
Commission

09/17/2024

Date



Sheriff Anthony E. Lowery
Baldwin County Sheriff's Office

09/09/2024

Date

Mayor Michael M. McMillan
City of Spanish Fort

Date

Chief John Barber
City of Spanish Fort

Date

EXHIBIT “A”

MEMORANDUM OF UNDERSTANDING

BALDWIN COUNTY SHERIFF'S OFFICE



BALDWIN COUNTY PUBLIC SCHOOLS



BALDWIN COUNTY COMMISSION



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

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

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE, the Parties hereby deem it expedient to the accomplishment of the mission of the School Resource Officer Program to adopt this Memorandum of Understanding on the 11th day of September 2024 and identify the following as their purpose, goals, objectives, and procedures:

THE PARTIES AGREE AS FOLLOWS:

PART I. PURPOSE

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

PART II. GOALS

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

- Promote positive and supportive school climates, and

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

These primary goals are further broken down to include:

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

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

PART III. PARTIES' REPRESENTATIONS, WARRANTIES, AND RESPONSIBILITIES

A. BCPSS RESPONSIBILITIES

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

B. BCSO RESPONSIBILITIES

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

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

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

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

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

35. Initial Training of SRO:

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

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

PART IV. SRO AND SCHOOL ADMINISTRATION SPECIFIC DUTIES AND RESPONSIBILITIES

A. SRO

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

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

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

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

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

a. Law Enforcement Officer:

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

appropriate for restorative justice alternatives.

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

b. Law-Related Educator:

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

c. Informal Mentor and Role Model

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

B. SRO SUPERVISORS

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

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

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

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

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

PART V. OPERATIONAL PROCEDURES

A. DIFFERENTIATING DISCIPLINARY MISCONDUCT FROM CRIMINAL OFFENSES

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

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

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

B. POLICE INVESTIGATION AND QUESTIONING

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

C. ARREST PROCEDURES

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

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

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

D. SEARCH AND SEIZURE

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

E. PHYSICAL INTERVENTION BY SRO

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

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

F. ADMINISTRATIVE HEARINGS

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

G. INFORMATION SHARING AND RELEASE OF STUDENT INFORMATION

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

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

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

PART VI. RELEASE OF LAW ENFORCEMENT INFORMATION

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


PART VII. MISCELLANEOUS

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

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

[The remainder of this page is intentionally left blank.]

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



Anthony E Lowery, Sheriff
Baldwin County Sheriff's Office

Eddie Tyler, Superintendent
Baldwin County Board of Education

Billie Jo Underwood, Chairman
Baldwin County Commission

Insert at Page 8 Just above Section V. Supervision

G. For purposes of this MOU, no amendments or modifications to that certain Memorandum of Understanding between the Baldwin County Sheriff's Office, Baldwin County Public Schools and the Baldwin County Commission attached hereto as **EXHIBIT "A"**) shall be effective or applicable to this MOU unless all signatory parties to this MOU agree to the amendments or modifications in writing.

ORDINANCE NO. 680-2024

AN ORDINANCE ESTABLISHING RULES AND REGULATIONS FOR SPIRIT PARK IN THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, the Mayor and City Council believe that it is in the best interest of the City to protect the health, safety and welfare of the citizens by establishing certain rules and regulations for the recreational facility known as “Spirit Park”.

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

SECTION 1. The following Rules and Regulations shall apply at Spirit Park:

A. General Rules and Regulations:

Patrons shall obey all posted signage including, but not limited to, parking, handicap and traffic control signs.
No motorized vehicles on sidewalks or grass.
No bicycles, skates, skateboards, rollerblades, wheeled shoes or scooters.
No tobacco products.
No profanity.
No alcoholic beverages.
No pets.
No archery or shooting sports.
No golf activities or hitting of golf balls.
Patrons assume all risk of injury, damage or loss sustained while on the premises.

B. Concession Area Rules:

Coca Cola Products Only.
No cooking shall be allowed inside the concession stand or buildings.

- Pre-prepared foods shall be allowed with proper and safe warmers.
- Outside grilling permitted—not under building canopy.
- Supervision required at all times.

Clean-Up is required after each event.

- Floors and serving area shall be cleaned.
- Trash shall be placed in covered trash cans.
- Food items shall be properly stored.
- Wash your hands often

No gum to be sold.

C. Ball Field Rules:

Teams and Coaches to police dugouts and bleacher areas at the end of each game.

No batting practice or soft toss against the fence or walls.

Each Manager is responsible for the actions of players, coaches and fans.

D. Tennis Court Rules:

1. League Captains must submit their roster, complete with addresses, to the City prior to the start of the season. League rosters should be printed from the league websites.
2. Since space is limited and teams need practice and match times, fifty percent (50%) of the team league roster must reside in zip code 36527, except as noted in Section 1.D.3.

3. The only exception to Section 1.D.2. will be at the upper levels when there are not enough players at a certain level residing in the Spanish Fort zip code. Approval for this type league team will be at the discretion of the City of Spanish Fort.
4. Schedules for league play must be submitted to the City of Spanish Fort before the start of the season to be placed on the Master Calendar.
5. Make up matches and any schedule changes for league play must be approved by the City, and availability of courts will be verified.
6. The City of Spanish Fort will maintain the Master Calendar for league play on the website. Each captain must consult the calendar before rescheduling league matches and call the City to be placed on the Master Calendar.
7. All league matches will use the bottom courts.
8. League matches that require more than 4 courts will have to stagger start times so that only 4 courts are being utilized by league play.
9. **NO** fee based or paid lessons to be taught without approval of the City of Spanish Fort.
10. Tennis shoes only.
11. Adult supervision required for children under 12.

SECTION 2. Penalties. Any person violating any provision of this Ordinance shall be punished by a fine of not less than \$100.00 nor more than \$500.00, and said person shall pay all remedial costs incurred by the City, or any other agency, involved in restoring the facility if found in violation of this Ordinance.

SECTION 3. Repealer Clause. Ordinance No. 398-2011 and 439-2013 are hereby repealed in their entirety. 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.

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, CMC
City Clerk

ORDINANCE NO. 681-2024

AN ORDINANCE ESTABLISHING RULES AND REGULATIONS FOR INTEGRITY PARK IN THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, the Mayor and City Council believe that it is in the best interest of the City to protect the health, safety and welfare of the citizens by establishing certain rules and regulations for the recreational facility known as “Integrity Park”.

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

SECTION 1. The following Rules and Regulations shall apply at Spirit Park:

A. General Rules and Regulations:

Patrons shall obey all posted signage including, but not limited to, parking, handicap and traffic control signs.
No motorized vehicles on sidewalks or grass.
No bicycles, skates, skateboards, rollerblades, wheeled shoes or scooters.
No tobacco products.
No profanity.
No alcoholic beverages.
No pets.
No parking on grassed areas.
No archery or shooting sports.
No golf activities or hitting of golf balls.
Patrons assume all risk of injury, damages or loss sustained while on the premises.

B. Concession Area Rules:

Coke Products Only.
No cooking shall be allowed inside the concession stand or any buildings.

- Pre-prepared foods shall be allowed with proper and safe warmers.
- Outside grilling permitted – not under building canopy.
- Supervision required at all times.

Clean-Up is required after each event.

- Floors and serving area shall be cleaned.
- Trash shall be place in covered trash cans.
- Food items shall be properly stored.
- Wash your hands often

No gum to be sold.

C. Field Rules:

Teams and Coaches shall police fields at the end of each game.

Each Manager is responsible for the actions of players, coaches and fans.

SECTION 2. Penalties. Any person violating any provision of this Ordinance shall be punished by a fine of not less than \$100.00 nor more than \$500.00, and said person shall pay all remediation costs incurred by the City, or any other agency, involved in restoring the facility if found in violation of this Ordinance.

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.

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, CMC
City Clerk

RESOLUTION NO. 1446-2024

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF SPANISH FORT, ALABAMA, TO ENTER INTO AN AGREEMENT FOR THE RENTAL AND INSTALLATION OF A POSTAGE METER FOR THE CITY OF SPANISH FORT

WHEREAS, the City of Spanish Fort wishes to improve its effectiveness and service to the community; and

WHEREAS, the City of Spanish Fort looks to technology to improve its effectiveness and service to the community; and

WHEREAS, a postage meter is an important tool to allow efficient and effective use of the United States Postal Service; and

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 the attached agreement with Quadient Leasing USA Inc., and the Mayor is hereby authorized to accept the proposal on behalf of the City, subject to any changes to the terms and conditions approved by the Mayor. A copy of the proposal 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
City Clerk

Exhibit 1

Customer

Organization	CITY OF SPANISH FORT		
DBA	ATTN: ACCOUNTS PAYABLE		
Address	7361 SPANISH FORT BLVD		
City State Zip	SPANISH FORT	AL	36527-5303
Phone	(251) 626-4884	Fax	

Purchase Order - Lease

NASPO/ValuePoint Contract #: CTR058809

and / or

State Participating Addendum (PA) #:

CTR058809 (AL)

Vendor

Company Name	Quadient Inc. FEDERAL ID# 94-2984524		
Attention	Government Sales	DUNS# 150836872	
Address	478 Wheelers Farms Rd		
City State Zip	Milford	CT	06461
Phone	(866) 448-0045	Fax	(203) 301-2600

Ship To

Organization	CITY OF SPANISH FORT		
Attention	REBECCA GAINES		
Address	7361 SPANISH FORT BLVD		
City State Zip	SPANISH FORT	AL	36527-5303
Phone	(251) 626-4884	Email	CITYCLERK@CITYOFSPANISH

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing

QTY	Unit	Description	Unit Price	Total
36	Months	Lease Payment	\$249.45	\$8,980.20

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	IX5AF	iX-5 Series Base w/ Autofeeder, Sealer, Catch Tray & Ink Cartridge
1	IXWP5	IX Series 5 lb Weighing Platform
1	ECERT-PROCESSING	e-Certify Processing Fee (Used for Lease Renewals ONLY)
1	CS-ECERT1K	e-Certify Subscription - Level 2 (up to 1,000 e-Certs per year).

1) Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number CTR058809. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

2) Payments will be sent to:
 Quadient Leasing USA, Inc.
 Dept 3682
 PO Box 123682
 Dallas TX 75312-3682

3) Send all correspondence to:
 Quadient Leasing USA, Inc.
 478 Wheelers Farms Rd
 Milford CT 06461
 Phone: 203-301-3400
 Fax: 203-301-2600

 Authorized by _____ Date _____

 Print Name _____ Title _____

ADDENDUM TO AGREEMENTS

This Addendum to Agreements is by and between Quadiant Leasing USA, Inc. ("Quadiant Leasing"), Quadiant, Inc. ("Quadiant") and CITY OF SPANISH FORT ("Customer") with reference to the following:

A. Quadiant Leasing and Customer are entering into a Product Lease Agreement (the "Lease"), pursuant to which Quadiant Leasing will lease products to Customer.

☐

B. Concurrently herewith, Quadiant and Customer are entering into an Online Services and Software Agreement (the "OSS Agreement") pursuant to which Quadiant will make certain other services available to Customer.

C. Any defined term used herein shall have the same meaning as in the Lease, or the OSS Agreement.

In consideration of the mutual covenants contained herein, and in the Lease, and the OSS Agreement, the parties agree to amend the OSS Agreement as follows:

1. Section 2, titled "License Grant and Additional Terms" is hereby amended to add the following to the end of this section: "Your use of the Services is limited to the number of Electronic Certified Mail pieces (each an "eCert") indicated on the Order Form ("Annual Volume Limit"). In the event You exceed the Annual Volume in any year, You agree to pay an overage charge for each eCert used over the Annual Volume Limit as outlined below (the "Overage Charge"). The Overage Charge will be determined as a product of the number of eCerts You process in excess of the Annual Volume Limit multiplied by the Overage Charge associated with tier for the excess as set forth below:"

Annual Volume Band (# of eCerts) *	Overage Charge
1 - 500	\$0.50
501 - 1,000	\$0.45
1,001 - 2,000	\$0.42
2,001 - 4,000	\$0.31
4,001 - 8,000	\$0.29
8,001 - 12,000	\$0.28
12,001 - 16,000	\$0.25
16,001 - 32,000	\$0.22
32,001 - 64,000	\$0.21
64,001 - 128,000	\$0.21
128,001 - 200,000	\$0.18
200,001 - 256,000	\$0.17
256,001 - 384,000	\$0.16
384,001 - 512,000	\$0.13
512,001 - 1,200,000	\$0.12
1,200,001 and above	\$0.11

* Volume bands renew annually

07/09/2024

The Lease, OSS Agreement, and this Addendum contain the complete understanding and agreement between the parties hereto, and supersede all representations, understandings or agreements prior to the execution thereof. Any changes or additions to the foregoing agreements will be valid only if they are in writing and signed by the appropriate parties.

In the event of any conflict between the terms of the Lease, OSS Agreement, and this Addendum, the terms of this Addendum shall control.

The parties have caused this Addendum to Agreements to be executed by their duly authorized representatives on the date set forth below.

Customer: CITY OF SPANISH FORT

Quadient Leasing USA, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

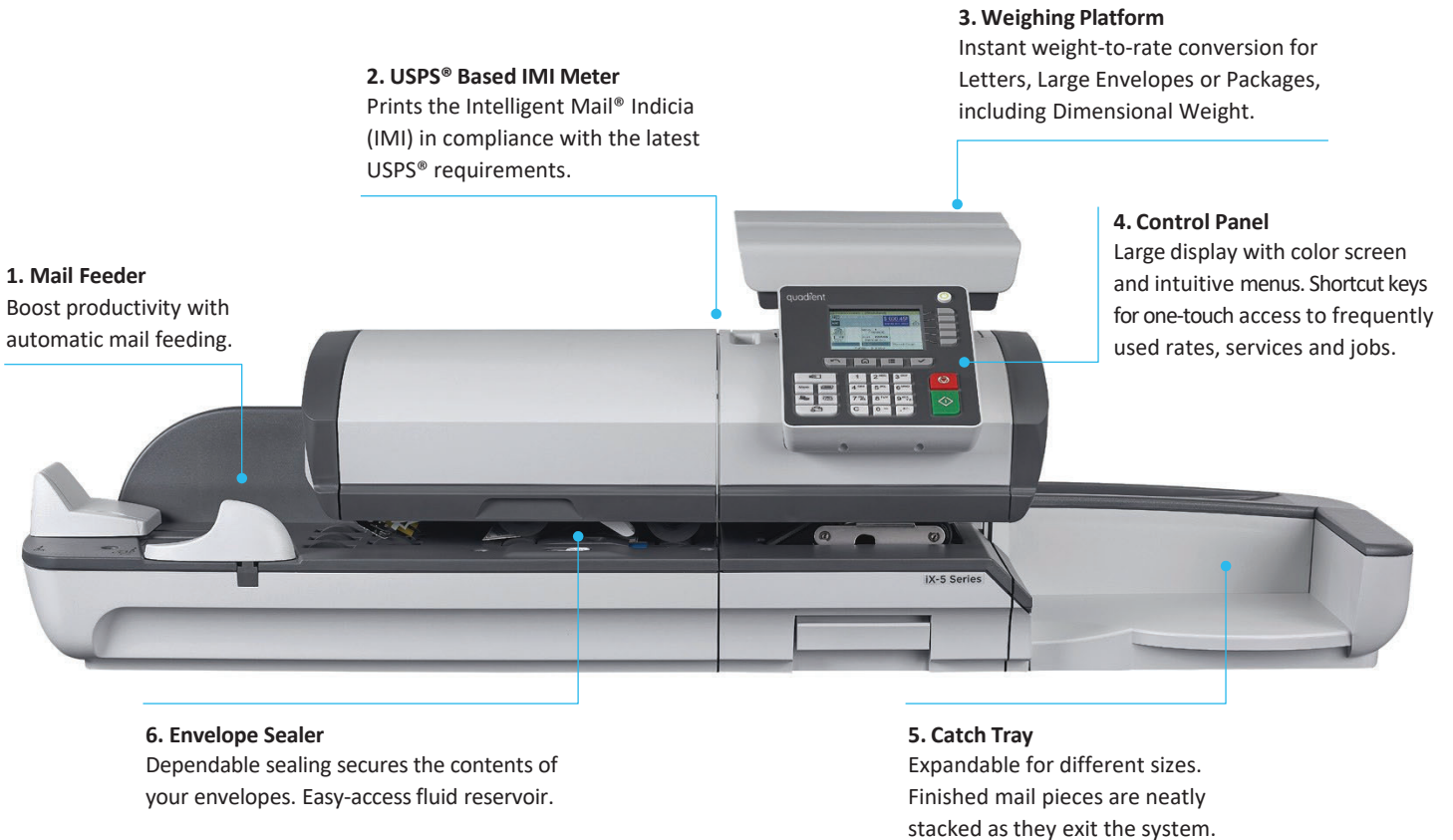
Quadient, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____



Key Specifications		iX-5 AF
Processing speed: Up to 110 lpm		Postage labels: Self-adhesive with automatic dispenser
Weighing platform capacity: 5, 10, 30 or 70 lb.		Security: 4-digit operator PIN codes
Envelope thickness: Up to 1/2"		Job presets (imprint memories): Up to 9
Accounts/departments: 100 standard, up to 500 optional		Envelope printing: Graphics (10), Text messages (10)
Online expense reporting (Neostats Basic): Standard		Ink supply: Quick-change cartridge, up to 15,850 imprints
Connectivity: LAN standard, Wireless LAN optional		Neoship online shipping software: Available

OPTION 2

Customer

Organization	CITY OF SPANISH FORT		
DBA	ATTN: ACCOUNTS PAYABLE		
Address	7361 SPANISH FORT BLVD		
City State Zip	SPANISH FORT	AL	36527-5303
Phone	(251) 626-4884	Fax	

Purchase Order - Lease

NASPO/ValuePoint Contract #: CTR058809
and / or
State Participating Addendum (PA) #:
CTR058809 (AL)

Vendor

Company Name	Quadient Inc. FEDERAL ID# 94-2984524		
Attention	Government Sales	DUNS# 150836872	
Address	478 Wheelers Farms Rd		
City State Zip	Milford	CT	06461
Phone	(866) 448-0045	Fax	(203) 301-2600

Ship To

Organization	CITY OF SPANISH FORT		
Attention	REBECCA GAINES		
Address	7361 SPANISH FORT BLVD		
City State Zip	SPANISH FORT	AL	36527-5303
Phone	(251) 626-4884	Email	CITYCLERK@CITYOFSPANISH

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing

QTY	Unit	Description	Unit Price	Total
36	Months	Lease Payment	\$124.42	\$4,479.12

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	ECERT-PROCESSING	e-Certify Processing Fee (Used for Lease Renewals ONLY)
1	CS-ECERT1K	e-Certify Subscription - Level 2 (up to 1,000 e-Certs per year).
1	IX3-P5	iX-3 Series Base w/5lb Integrated Weigh Platform, Moistener & Catch Tray

- Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number CTR058809. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Payments will be sent to:
Quadient Leasing USA, Inc.
Dept 3682
PO Box 123682
Dallas TX 75312-3682
- Send all correspondence to:
Quadient Leasing USA, Inc.
478 Wheelers Farms Rd
Milford CT 06461
Phone: 203-301-3400
Fax: 203-301-2600

Authorized by

Date

Print Name

Title

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A. Quadiant Leasing and Customer are entering into a Product Lease Agreement (the "Lease"), pursuant to which Quadiant Leasing will lease products to Customer.

☐

B. Concurrently herewith, Quadiant and Customer are entering into an Online Services and Software Agreement (the "OSS Agreement") pursuant to which Quadiant will make certain other services available to Customer.

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16,001 - 32,000	\$0.22
32,001 - 64,000	\$0.21
64,001 - 128,000	\$0.21
128,001 - 200,000	\$0.18
200,001 - 256,000	\$0.17
256,001 - 384,000	\$0.16
384,001 - 512,000	\$0.13
512,001 - 1,200,000	\$0.12
1,200,001 and above	\$0.11

* Volume bands renew annually

07/09/2024

The Lease, OSS Agreement, and this Addendum contain the complete understanding and agreement between the parties hereto, and supersede all representations, understandings or agreements prior to the execution thereof. Any changes or additions to the foregoing agreements will be valid only if they are in writing and signed by the appropriate parties.

In the event of any conflict between the terms of the Lease, OSS Agreement, and this Addendum, the terms of this Addendum shall control.

The parties have caused this Addendum to Agreements to be executed by their duly authorized representatives on the date set forth below.

Customer: CITY OF SPANISH FORT

Quadient Leasing USA, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Quadient, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____



Key Specifications

Processing speed: Up to 45 lpm	Postage labels: Self-adhesive, feed-to-print 2-sided sheet
Weighing platform: 5 lb. standard, 10, 30 or 70 lb. optional	Security: 4-digit operator PIN codes
Envelope thickness: Up to 3/8"	Job presets (imprint memories): Up to 9
Accounts/departments: 50 standard, up to 300 optional	Envelope printing: Graphics (10), Text messages (10)
Online expense reporting (Neostats Basic): Standard	Ink supply: Quick-change cartridge, up to 5,400 imprints
Connectivity: LAN standard, Wireless LAN optional	Neoship online shipping software: Available

RESOLUTION NO. 1447-2024

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF SPANISH FORT, ALABAMA, TO ENTER INTO AN AGREEMENT FOR PROVISION OF TIME AND ATTENDANCE SOFTWARE FOR THE CITY OF SPANISH FORT

WHEREAS, the City of Spanish Fort wishes to improve its effectiveness and service to the community; and

WHEREAS, the City of Spanish Fort looks to technology to improve its effectiveness and service to the community; and

WHEREAS, time and attendance software will benefit the City of Spanish Fort by providing a more accurate and efficient method of timekeeping for employee attendance and payroll.

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 the attached proposal with Attendance on Demand, Inc., and the Mayor is hereby authorized to accept the proposal on behalf of the City, subject to any changes to the terms and conditions approved by the Mayor. A copy of the proposal 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
City Clerk

Exhibit 1

Customer Contact Information

Customer Name	City of Spanish Fort	Billing Contact	Rebecca Gains
Contact Name	Rebecca Gains	Billing Email	cityclerk@cityofspanishfort.com
Email	cityclerk@cityofspanishfort.com	Billing Phone	251-626-4884
Phone	251-626-4884	Bill to Address	7261 Spanish Fort Blvd. Spanish Fort, AL 36527
Customer URL*	cityofspanishfort		

* "Farmington Mfg" appears as <https://FarmingtonMfg.AttendanceonDemand.com>. Maximum 26 characters. Alphanumeric only. No special characters (%,\$@&#).

Attendance on Demand Contact Information

Prepared By	LaCinda Womack	Email	lacinda.womack@attendanceondemand.com
-------------	----------------	-------	---------------------------------------

Attendance on Demand Services

Software Solution

Attendance on Demand Core Solution - \$3.50 Per Active Employee, Per Month

- | | |
|-----------------------------|------------------------|
| - Time and Labor Management | - Location Services |
| - Additional User Accounts | - Reporting |
| - ESS Desktop and Mobile | - Accruals |
| | - Ongoing Live Support |

Data Collection Devices

Implementation

Consulting, Implementation, Configuration & Training: \$2,195.00 One-Time Fee.

Other

Terms of Use

The undersigned Customer hereby acknowledges that: (a) the undersigned is duly authorized by Customer to contractually bind it; and (b) on behalf of the Customer, the undersigned has read and agrees to the Attendance on Demand terms located <https://attendanceondemand.com/terms-conditions.html> which are incorporated by this reference and form a binding between Customer and Attendance on Demand, Inc.

Customer City of Spanish Fort**Attendance on Demand, Inc.**

Signature

Signature

Name

Name

Title

Title

Date

Date

RESOLUTION NO. 1448-2024

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF SPANISH FORT, ALABAMA, TO ENTER INTO AN AGREEMENT FOR ROOFING REPAIRS AT 7581 SPANISH FORT BLVD. ("OLD CITY HALL") IN THE CITY OF SPANISH FORT

WHEREAS, 7581 Spanish Fort Blvd., owned by the City of Spanish Fort was damaged by a weather event and falling tree; and

WHEREAS, the City of Spanish Fort has solicited companies for repairs of said building.

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 the attached proposal with Armor Roof and Dek for roofing repairs at 7581 Spanish Fort Blvd., and the Mayor is hereby authorized to accept the proposal on behalf of the City, subject to any changes to the terms and conditions approved by the Mayor. A copy of the proposal 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
City Clerk

Exhibit 1



Armour Roof & Dek

Client: City of Spanish Fort
Property: 7581 Spanish Fort Blvd
Spanish Fort, AL 36527

Operator: PARKER

Estimator: Parker Byrd
Company: Armour Roof & Dek

Business: (205) 863-9562

Type of Estimate:

Date Entered: 5/17/2024

Date Assigned:

Price List: ALMB8X_MAY24

Labor Efficiency: Restoration/Service/Remodel

Estimate: CITY_OF_SPANISH_FORT



CITY_OF_SPANISH_FORT

Roofing

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Remove Insulation - ISO board, 4"	9.00 SQ	65.04	0.00	0.00	117.08	702.44
2. Remove Insulation - ISO board, 4"	9.00 SQ	65.04	0.00	0.00	117.08	702.44
3. Remove Modified bitumen roof - hot mopped	9.00 SQ	60.54	0.00	0.00	108.98	653.84
4. Remove Single-ply membrane - Mechanically attached - 60 mil	9.00 SQ	85.64	0.00	0.00	154.16	924.92
5. Insulation - ISO board, 4"	9.00 SQ	0.00	471.10	192.83	886.54	5,319.27
6. Insulation - ISO board, 4"	9.00 SQ	0.00	471.10	192.83	886.54	5,319.27
7. Single-ply membrane - Mechanically attached - 60 mil	9.00 SQ	0.00	378.86	120.85	706.12	4,236.71
8. R&R Flash parapet wall only - PVC/TPO - up to 3'	50.00 LF	2.48	13.90	19.89	167.78	1,006.67
9. R&R Sheathing - plywood - 3/4" CDX	100.00 SF	2.24	3.47	10.62	116.32	697.94
10. Remove Laminated - comp. shingle rfg. - w/ felt	3.00 SQ	64.41	0.00	0.00	38.64	231.87
11. Laminated - comp. shingle rfg. - w/out felt	3.00 SQ	0.00	276.36	35.61	172.94	1,037.63
12. Re-nailing of roof sheathing - complete re-nail	300.00 SF	0.00	0.28	0.27	16.86	101.13
13. Water barrier joint taping - Mod. bitumen - 4" seam tape	300.00 SF	0.00	0.33	1.89	20.18	121.07
14. Roofing felt - synthetic underlayment	3.00 SQ	0.00	48.99	5.04	30.40	182.41
15. R&R Aluminum wall coping	50.00 LF	0.73	18.13	57.33	200.06	1,200.39
16. Dumpster load - Approx. 40 yards, 7-8 tons of debris	1.00 EA	553.30	0.00	0.00	110.66	663.96
17. Telehandler/forklift (per month) - no operator	1.00 MO	0.00	2,965.00	0.00	593.00	3,558.00
Totals: Roofing				637.16	4,443.34	26,659.96
Line Item Totals: CITY_OF_SPANISH_FORT				637.16	4,443.34	26,659.96



Summary

Line Item Total	21,579.46
Material Sales Tax	637.16
Subtotal	22,216.62
Overhead	2,221.67
Profit	2,221.67
Replacement Cost Value	\$26,659.96
Net Claim	\$26,659.96

Parker Byrd

RESOLUTION NO. 1449-2024

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF SPANISH FORT, ALABAMA, TO ENTER INTO AN AGREEMENT FOR BRICK REPAIR AND PAINTING AT 7581 SPANISH FORT BLVD. (“OLD CITY HALL”) IN THE CITY OF SPANISH FORT

WHEREAS, 7581 Spanish Fort Blvd., owned by the City of Spanish Fort was damaged by a weather event and falling tree; and

WHEREAS, the City of Spanish Fort has solicited companies for repairs of said building.

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 the attached agreement with Bay Pointe Drywall and Construction for brick repair and painting at 7581 Spanish Fort Blvd., and the Mayor is hereby authorized to accept the proposal on behalf of the City, subject to any changes to the terms and conditions approved by the Mayor. A copy of the proposal 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
City Clerk

Exhibit 1

Bay Pointe Drywall & Construction

29021 Jenkins Farm Road

Loxley, Alabama 36551

251-377-7195

Steve Gates

Drywall, Wood & Metal Framing,

Acoustic Ceilings & Painting

Many more projects

Quote

07/9/24

This quote is good for 30 days

JOB NAME: City of Spanish Fort

7361 Spanish Fort Blvd

Spanish Fort, Alabama 36527

Attn: Mr. Shannon Burroughs

This quote is for brick repair and painting. This quote includes labor and materials.

Brick work

Mobilization \$800

Dumpster \$425

Cost of bricks, mortar and labor \$18,770

Total cost of brick work scope \$19,995

Painting

Cost to prep, purchase paint and sealer , seal and painting of building \$10,200

Please feel free to contact us should you have any questions. We appreciate the opportunity to work with you!

Contract Agreement

This agreement dated _____, 2024 is made between The City of Spanish Fort located at 7361 Spanish Fort Blvd., Spanish Fort, Alabama and Bay Pointe Construction located at 29021 Jenkins Farm Rd. Loxley, Alabama 36551.

Bay Pointe agrees to the following scope of services as described in the original quote presented on July 9th, 2024.

Repair of damaged brick work and painting of the building. The quote covers labor and materials. **The Cty** will pick the paint color. **Bay Pointe** will make sure the job is kept clean during the project.

Bay Pointe has provided a copy of workers comp insurance, general liability insurance and a W-9 to the City.

Total cost of the project is \$30,195. **Bay Pointe** will submit for a 60% draw of \$18,177 once brick work is complete and will submit for the remaining 40% balance of \$12,018 once the painting is complete.

Both parties below are in agreement with all listed above.

Date_____

Daniel Gates

Bay Pointe Drywall

City of Spanish Fort

By : Michael M. McMillan
Mayor

Date_____

Attest:_____
Rebecca A. Gaines
City Clerk

RESOLUTION NO. 1450-2024

A RESOLUTION AWARDING THE BID FOR A SIDEWALK ALONG JIMMY FAULKNER DRIVE FROM TANAGER LANE TO SPANISH FORT MIDDLE SCHOOL

WHEREAS, the Mayor and City Council have determined that the lowest responsible responsive bid submitted for ALDOT Project No. TAPAA-TA22(919), construction of a sidewalk along Jimmy Faulkner Drive, from Tanager Lane to Spanish Fort Middle School, was submitted by L&K Construction, LLC, with a bid of \$364,941.20; and

WHEREAS, the City Council desires to award the bid for the construction of the ALDOT Project No. TAPAA-TA22(919) to L&K Construction, LLC; and

WHEREAS, the Alabama Department of Transportation, by letter dated August 13, 2024, has issued a letter of concurrence, approving the award of a contract to L&K Construction, LLC, in the amount of \$364,941.20. A copy of said letter of concurrence is attached as Exhibit 1.

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

SECTION 1. The Mayor is hereby authorized to enter into a contract with L&K Construction, LLC, subject to the terms and conditions approved by the Mayor, and to pay the sum not to exceed Three Hundred Sixty-Four Thousand, Nine Hundred Forty-One Dollars and Twenty Cents (\$364,941.20), for the construction of a sidewalk along Jimmy Faulkner Drive, from Tanager Lane to Spanish Fort Middle School as per its bid of August 6, 2024. A copy of the bid recommendation and proposed contract is attached as Exhibit 2, subject to any changes to the terms and conditions 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, CMC
City Clerk

**ALABAMA
DEPARTMENT OF TRANSPORTATION**



**Kay Ivey
GOVERNOR**

SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 I-65 WEST SERVICE ROAD NORTH
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX: (251) 473-3624



**John R. Cooper
TRANSPORTATION DIRECTOR**

August 13, 2024

The Honorable Michael M. McMillan
Mayor, City of Spanish Fort
P.O. Box 7226
Spanish Fort, Alabama 36527

Dear Mayor McMillan:


**RE: Project No. TAPAA-TA22(919)
Project Reference No. 10074155
Sidewalk along Jimmy Falkner Drive
City of Spanish Fort
Baldwin County**

This is to advise you that this office has reviewed the bid submitted on the above-referenced project. The low bid was submitted by L&K Construction LLC in the amount of \$364,941.20. ALDOT concurs in awarding the contract to this bidder, in the aforementioned amount, if the City elects to do so.

Please provide us with a copy of your executed contract, a set of as bid plans and notify us in writing when the contractor begins work. Should you have any questions or need additional information, please contact Mr. Dewayne Hood at (251) 470-8253.

Sincerely,

Matthew J. Ericksen, P.E.
Region Engineer

By 
Dewayne A. Hood
Transportation Administrator
Special Projects

MJE/DAH
Attachment
c: File

Exhibit 2



Goodwyn Mills Cawood

11 North Water Street
Suite 15250
Mobile, AL 36602

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

www.gmcnetwork.com

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

via email: mayor@cityofspanishfort.com

August 13, 2024

RE: **SIDEWALK ON JIMMY FAULKER DRIVE FROM TANAGER LANE TO SPANISH FORT MIDDLE SCHOOL IN SPANISH FORT FOR THE CITY OF SPANISH FORT ALDOT PROJECT NO. TAPAA-TA22(919) GMC PROJECT NO. CMOB210086**

Dear Mayor McMillan,

Goodwyn Mills Cawood, LLC. (GMC) has reviewed the six (6) bids for the referenced project received on August 6, 2024.

The low bidder was **L&K Construction, LLC** from Elberta, AL. Goodwyn Mills Cawood LLC has reviewed all bids and recommends the award of the contract to L&K Construction, LLC in the amount of **\$364,941.20**. The lowest bidder miscalculated line item #6 by \$75.00 which reduced their bid amount from \$365,016.20 to \$364,941.20 but it did not change the bid results. No bids were rejected or disqualified. A Bid Tabulation has been enclosed for your review and further use.

Upon ALDOT concurrence and the award being made, please sign and date the attached Notice of Award. Also attached is the Agreement and Notice to Proceed prepared for your signature and do not date, and then return to our office via email to Ashley.Morris@gmcnetwork.com for further processing.

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

Sincerely,
GOODWYN MILLS CAWOOD, LLC.

A handwritten signature in blue ink, appearing to read "Craig Sanford".

Craig Sanford, P.E.
Project Manager

CS:am

Enclosure:

TABULATION OF BIDS
SIDEWALK ON JIMMY FAULKNER DRIVE FROM TANAGER LANE TO SPANISH FORT MIDDLE SCHOOL IN SPANISH FORT ALDOT PROJECT NO. TAPAA-TA22(919)
FOR THE CITY OF SPANISH FORT, ALABAMA
GMC PROJECT NO. CMOB210086

BID OPENING: Tuesday, August 6, 2024 10:00 a.m.

BASE BID:					L&K Construction, LLC Elberta, Alabama		PL Russell LLC Mobile, Alabama		Chavers Construction Cantonment, Florida		James Bros. Excavating Inc. Daphne, Alabama		Southeastern Sealcoating, Inc. Birmingham, Alabama		C. Thornton, Inc. Mobile, Alabama	
LINE NO.	ITEM NO.	DESCRIPTION	TOTAL	UNIT	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
1	206C-010	REMOVING CONCRETE DRIVEWAY	16	SQ YD	\$ 35.00	\$ 560.00	\$ 50.00	\$ 800.00	\$ 200.00	\$ 3,200.00	\$ 38.00	\$ 608.00	\$ 40.00	\$ 640.00	\$ 25.00	\$ 400.00
2	206D-005	REMOVING GUTTER	20	LIN FT	\$ 12.00	\$ 240.00	\$ 50.00	\$ 1,000.00	\$ 35.00	\$ 700.00	\$ 32.00	\$ 640.00	\$ 40.00	\$ 800.00	\$ 25.00	\$ 500.00
3	206E-000	REMOVING HEADWALLS	1	EACH	\$ 550.00	\$ 550.00	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 688.00	\$ 688.00	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00
4	210A-000	UNCLASSIFIED EXCAVATION	1,174	CU YD	\$ 20.00	\$ 23,480.00	\$ 16.00	\$ 18,784.00	\$ 10.00	\$ 11,740.00	\$ 20.00	\$ 23,480.00	\$ 40.00	\$ 46,960.00	\$ 25.00	\$ 29,350.00
5	210D-022	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2-4(0) OR A-4(0))	639	CU YD	\$ 25.00	\$ 15,975.00	\$ 18.00	\$ 11,502.00	\$ 20.00	\$ 12,780.00	\$ 30.00	\$ 19,170.00	\$ 38.50	\$ 24,601.50	\$ 25.00	\$ 15,975.00
6	305B-077	CRUSHED AGGREGATE, SECTION 825, FOR MISCELLANEOUS USE	150	TON	\$ 51.25	\$ 7,687.50	\$ 75.00	\$ 11,250.00	\$ 90.00	\$ 13,500.00	\$ 75.00	\$ 11,250.00	\$ 89.00	\$ 13,350.00	\$ 110.00	\$ 16,500.00
7	535A-078	15" SIDE DRAIN PIPE (CLASS 3 R.C)	84	LIN FT	\$ 71.13	\$ 5,974.92	\$ 100.00	\$ 8,400.00	\$ 75.00	\$ 6,300.00	\$ 63.00	\$ 5,292.00	\$ 88.00	\$ 7,392.00	\$ 70.50	\$ 5,922.00
8	535A-080	18" SIDE DRAIN PIPE (CLASS 3 R.C)	62	LIN FT	\$ 74.66	\$ 4,628.92	\$ 115.00	\$ 7,130.00	\$ 80.00	\$ 4,960.00	\$ 82.00	\$ 5,084.00	\$ 95.00	\$ 5,890.00	\$ 79.50	\$ 4,929.00
9	600A-000	MOBILIZATION	1	LUMP SUM	\$ 25,000.00	\$ 25,000.00	\$ 40,000.00	\$ 40,000.00	\$ 26,000.00	\$ 26,000.00	\$ 12,850.00	\$ 12,850.00	\$ 51,762.00	\$ 51,762.00	\$ 21,500.00	\$ 21,500.00
10	610D-003	FILTER BLANKET, GEOTEXTILE	140	SQ YD	\$ 1.77	\$ 247.80	\$ 10.00	\$ 1,400.00	\$ 18.00	\$ 2,520.00	\$ 7.50	\$ 1,050.00	\$ 10.00	\$ 1,400.00	\$ 5.00	\$ 700.00
11	618A-000	CONCRETE SIDEWALK, 4" THICK	2,771	SQ YD	\$ 62.39	\$ 172,882.69	\$ 90.00	\$ 249,390.00	\$ 91.00	\$ 252,161.00	\$ 76.00	\$ 210,596.00	\$ 72.50	\$ 200,897.50	\$ 95.00	\$ 263,245.00
12	618B-003	CONCRETE DRIVEWAY, 6" THICK (INCLUDES WIRE MESH)	130	SQ YD	\$ 70.82	\$ 9,206.60	\$ 105.00	\$ 13,650.00	\$ 108.00	\$ 14,040.00	\$ 93.00	\$ 12,090.00	\$ 114.25	\$ 14,852.50	\$ 127.00	\$ 16,510.00
13	618C-001	DETECTABLE WARNING SURFACE	32	SQ FT	\$ 34.06	\$ 1,089.92	\$ 60.00	\$ 1,920.00	\$ 150.00	\$ 4,800.00	\$ 719.00	\$ 23,008.00	\$ 75.00	\$ 2,400.00	\$ 40.00	\$ 1,280.00
14	618D-000	CURB RAMP	12	SQ YD	\$ 233.33	\$ 2,799.96	\$ 200.00	\$ 2,400.00	\$ 108.00	\$ 1,296.00	\$ 282.00	\$ 3,384.00	\$ 145.00	\$ 1,740.00	\$ 200.00	\$ 2,400.00
15	619A-100	15" SIDE DRAIN PIPE END TREATMENT, CLASS 1	4	EACH	\$ 1,100.00	\$ 4,400.00	\$ 1,500.00	\$ 6,000.00	\$ 2,800.00	\$ 11,200.00	\$ 2,250.00	\$ 9,000.00	\$ 1,250.00	\$ 5,000.00	\$ 1,550.00	\$ 6,200.00
16	619A-101	18" SIDE DRAIN PIPE END TREATMENT, CLASS 1	1	EACH	\$ 1,250.00	\$ 1,250.00	\$ 2,000.00	\$ 2,000.00	\$ 3,200.00	\$ 3,200.00	\$ 2,469.00	\$ 2,469.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00
17	621A-011	JUNCTION BOXES, TYPE 1 OR 1P	1	EACH	\$ 3,554.38	\$ 3,554.38	\$ 5,000.00	\$ 5,000.00	\$ 7,800.00	\$ 7,800.00	\$ 4,625.00	\$ 4,625.00	\$ 5,500.00	\$ 5,500.00	\$ 9,725.00	\$ 9,725.00
18	650A-000	TOPSOIL	325	CU YD	\$ 25.00	\$ 8,125.00	\$ 24.00	\$ 7,800.00	\$ 22.00	\$ 7,150.00	\$ 33.00	\$ 10,725.00	\$ 20.00	\$ 6,500.00	\$ 25.00	\$ 8,125.00
19	652A-100	SEEDING	1	ACRE	\$ 1,000.00	\$ 1,000.00	\$ 4,500.00	\$ 4,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
20	656A-010	MULCHING	1	ACRE	\$ 1,000.00	\$ 1,000.00	\$ 4,500.00	\$ 4,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,325.00	\$ 2,325.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00
21	665A-000	TEMPORARY SEEDING	1	ACRE	\$ 800.00	\$ 800.00	\$ 150.00	\$ 150.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00
22	665B-001	TEMPORARY MULCHING	3	TON	\$ 533.33	\$ 1,599.99	\$ 150.00	\$ 450.00	\$ 1,000.00	\$ 3,000.00	\$ 2,325.00	\$ 6,975.00	\$ 1,000.00	\$ 3,000.00	\$ 500.00	\$ 1,500.00
23	665E-000	POLYETHYLENE	100	SQ YD	\$ 1.25	\$ 125.00	\$ 10.00	\$ 1,000.00	\$ 18.00	\$ 1,800.00	\$ 10.00	\$ 1,000.00	\$ 2.50	\$ 250.00	\$ 5.00	\$ 500.00
24	665J-002	SILT FENCE	3,000	LIN FT	\$ 2.95	\$ 8,850.00	\$ 3.75	\$ 11,250.00	\$ 5.00	\$ 15,000.00	\$ 6.00	\$ 18,000.00	\$ 8.00	\$ 24,000.00	\$ 5.50	\$ 16,500.00
25	665O-001	SILT FENCE REMOVAL	3,000	LIN FT	\$ 1.00	\$ 3,000.00	\$ 0.25	\$ 750.00	\$ 5.00	\$ 15,000.00	\$ 3.00	\$ 9,000.00	\$ 1.00	\$ 3,000.00	\$ 2.00	\$ 6,000.00
26	665Q-002	WATTLE	200	LIN FT	\$ 15.00	\$ 3,000.00	\$ 10.00	\$ 2,000.00	\$ 10.00	\$ 2,000.00	\$ 69.00	\$ 13,800.00	\$ 10.00	\$ 2,000.00	\$ 15.00	\$ 3,000.00
27	680A-001	GEOMETRIC CONTROLS	1	LUMP SUM	\$ 50,000.00	\$ 50,000.00	\$ 9,000.00	\$ 9,000.00	\$ 7,000.00	\$ 7,000.00	\$ 4,375.00	\$ 4,375.00	\$ 9,276.00	\$ 9,276.00	\$ 3,000.00	\$ 3,000.00

LINE NO.	ITEM NO.	DESCRIPTION	TOTAL	UNIT	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
28	740B-000	CONSTRUCTION SIGNS	212	SQ FT	\$ 11.21	\$ 2,376.52	\$ 8.00	\$ 1,696.00	\$ 5.00	\$ 1,060.00	\$ 32.00	\$ 6,784.00	\$ 10.50	\$ 2,226.00	\$ 11.50	\$ 2,438.00
29	740D-000	CHANNELIZING DRUMS	100	EACH	\$ 44.84	\$ 4,484.00	\$ 20.00	\$ 2,000.00	\$ 10.00	\$ 1,000.00	\$ 100.00	\$ 10,000.00	\$ 42.00	\$ 4,200.00	\$ 46.00	\$ 4,600.00
30	740E-000	CONES (36 INCHES HIGH)	50	EACH	\$ 20.06	\$ 1,003.00	\$ 10.00	\$ 500.00	\$ 5.00	\$ 250.00	\$ 50.00	\$ 2,500.00	\$ 20.00	\$ 1,000.00	\$ 20.50	\$ 1,025.00
31	740M-001	BALLAST FOR CONE	50	EACH	\$ 1.00	\$ 50.00	\$ 0.01	\$ 0.50	\$ 5.00	\$ 250.00	\$ 19.00	\$ 950.00	\$ 10.00	\$ 500.00	\$ 10.00	\$ 500.00
TOTAL BID AMOUNT						\$ 364,941.20		\$ 426,622.50		\$ 434,207.00		\$ 434,718.00		\$ 447,887.50		\$ 448,824.00

L&K Construction miscalculated line item #6 which resulted is a \$75 decrease in their bid. The low bidder remained the same. Southeastern Sealcoating LLC miscalculated their bid total.



Craig Sanford, PE, License No. 27863

NOTICE OF AWARD

To: Chris Thornton, Owner
L&K Construction, LLC
24625 Mifflin Road
Elberta, AL 36530

Date: _____
Project: Sidewalk on Jimmy Faulkner Drive from
Tanager Lane to Spanish Fort Middle School
ALDOT Project No. TAPAA-TA22(919)
GMC Project No. CMOB210086

The OWNER has considered the BID submitted by you for the above described WORK in response to its Notice to Contractors dated August 6, 2024.

You are hereby notified that your BID has been accepted for items in the amount of \$ 364,941.20.

You are required to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within fifteen (15) calendar days from the date of this Notice.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE of AWARD to the OWNER.

CITY OF SPANISH FORT
Owner

By _____
Michael M. McMillan
Title _____
Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

L&K Construction, LLC
Contractor

By _____
Name
Title Owner / Christopher Lee Thornton

Date: _____

CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____,
(Day) (Month)
Two Thousand _____, by and between the City of Spanish Fort,
(Year written in words)
Alabama, party of the first part (hereinafter called the **Owner**) and

L&K Construction, LLC of
(Name of Contractor)

24625 Mifflin Road, Elberta, AL 36530, party
(Mailing Address)
of the second part (hereinafter called the **Contractor**), WITNESSETH:

WHEREAS, the **Owner** desires the construction of the **SIDEWALK ON JIMMY FAULKNER DRIVE FROM TANAGER LANE TO SPANISH FORT MIDDLE SCHOOL IN SPANISH FORT**, (hereinafter called the **Project**), and the **Contractor** desires to furnish and deliver all the material and to do and perform all the work and labor for the said **Project**.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and the sum of one dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The **Contractor** promises and agrees to furnish and deliver all the material and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the construction of the **Project** in the **City of Spanish Fort, Baldwin County, Alabama**, known as Federal Aid Project Number **TAPAA-TA22(919)**, in strict and entire conformity with the provisions of the Contract, the Notice to Contractors and the Proposal, and the Plans and Specifications (including Special Provisions) prepared by (or for) the **Owner**, the originals of which are on file with the **Owner**, which said Plans and Specifications and the Notice to Contractors and the Proposal are hereby made a part of this Agreement as fully and to the same effect as if the same had been set forth at length in the body of this Agreement.

2. The **Owner** agrees and promises to pay to the **Contractor** for said Work, when completed in accordance with the Provisions of this Contract, the price as set forth in the said Proposal, amounting approximately to **three hundred sixty-four thousand, nine hundred forty-one and 20/100 Dollars (\$ 364,941.20)**, payments to be made as provided in said Specifications upon presentation of the proper certificates of the **Owner** and upon the terms set forth in the said Specifications and pursuant to the terms of this Contract.

3. The said work shall be done in accordance with the laws of the State of Alabama under the direct supervision, and to the entire satisfaction of the **Owner**, subject at all times to the inspection and approval of the United States Secretary of Transportation, or his agents, and in accordance with the rules and regulations made pursuant to the Federal Highway Act and Acts of the Federal Congress, amendatory and/or supplementary thereto.

4. The decision of the **Owner** upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the Work by the said **Contractor** shall be final and conclusive.

5. The **Contractor** agrees to abide by ALDOT's "**Principles of Business Conduct**".

IN WITNESS WHEREOF, THE CITY OF SPANISH FORT, ALABAMA has caused these presents to be executed by its MAYOR and L&K Construction, LLC., the **Contractor**, has hereto set his hand and seal this the day and year above written.

ATTEST

CITY OF SPANISH FORT, ALABAMA

City Clerk

By: _____
Michael M. McMillan as Mayor

NAME OF CONTRACTOR: L&K Construction, LLC.
(Individual, Partnership, Corporation, Limited Liability Corporation or Joint Venture)

ALABAMA CONTRACTOR'S LICENSE NUMBER: 55997

By: (X) _____
Contractor's Signature

Christopher Lee Thornton

(Print Name)

Owner

Title

(X) _____
Witness

(Print Name)

Title

By: (X) _____
Contractor's Signature

(Print Name)

Title

(X) _____
Witness

(Print Name)

Title

By: (X) _____
Contractor's Signature

(Print Name)

Title

(X) _____
Witness

(Print Name)

Title

NOTICE TO PROCEED

To: Owner / Christopher Lee Thornton
L&K Construction, LLC
24625 Miflin Road
Elberta, AL 36530

Date: _____
Project: Sidewalk on Jimmy Faulkner Drive from
Tanager Lane to Spanish Fort Middle School
ALDOT Project No. TAPAA-TA22(919)
GMC Project No. CMOB210086

You are hereby notified to commence WORK in accordance with the Agreement dated _____,
on or before _____, and you are to complete the WORK within 45 working days thereafter. The date
of completion of all WORK is therefore approximately _____.

CITY OF SPANISH FORT
Owner

By _____
Michael M. Millan
Title _____
Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

L & K Construction, LLC
Contractor

By _____
Name
Title Owner / Christopher Lee Thornton
Date: _____

RESOLUTION NO. 1451-2024

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR SERVICES BETWEEN THE CITY OF SPANISH FORT, ALABAMA, AND THE CONSULTANT FOR PARK AND RECREATIONAL ACTIVITIES TO THE CITY COUNCIL

WHEREAS, the City Council desires to promote for the City's residents a lifestyle of family fitness and recreation; and

WHEREAS, Chase Smith is the Athletic Director and Head Football Coach at Spanish Fort High School; and

WHEREAS, the City has determined that its family fitness and recreation objectives would be well served by Mr. Smith's expertise and experience, and Mr. Smith is willing to serve as a Consultant to the City Council, as directed by the City Council.

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

SECTION 1. The City Council requests and authorizes the Mayor to enter into an Agreement with Chase Smith (hereinafter referred to as "Consultant") for services to be rendered as consultant to the City of Spanish Fort in the provision of park and recreational activities. In consideration of such services, the City will pay the Consultant, in accordance with the terms of the attached Agreement, a consulting fee of Twenty-Five Thousand Dollars (\$25,000.00) per year for the services rendered pursuant to the attached Agreement. Such fee shall be paid to consultant in eleven (11) equal installments of Two Thousand Eighty-three Dollars and Thirty-three Cents (\$2083.33) and one installment of Two Thousand Eighty-three Dollars and Thirty-seven Cents (\$2083.37) in accordance with the terms of the Agreement. The Consultant acknowledges and agrees that he is entitled to no other compensation or benefits from the City with respect to this Agreement other than as expressly provided for in the Agreement. A copy of the proposed Agreement is attached hereto as Exhibit A, subject to any changes approved by the Mayor.

SECTION 2. The Mayor is hereby authorized to execute any and all documents deemed necessary for the City to comply with the Baldwin County Board of Education's Salary Enhancement Policy, as the same may be amended, throughout the term of the Agreement with the Consultant for enhancement terms not to exceed ninety (90) days each throughout the term of the Agreement. A copy of the Salary Enhancement Policy and memorandums of understanding are attached as Exhibit B, subject to any changes approved by the Mayor.

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

ADOPTED and APPROVED this _____ day of October, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

Exhibit A
INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

THIS AGREEMENT is between CHASE SMITH, an individual ("Consultant"), and THE CITY OF SPANISH FORT, ALABAMA, an Alabama municipal corporation ("City"), located in Baldwin County, and is dated the ____ day of _____, 2024, but effective the 1st day of October, 2024.

BACKGROUND

The City Council desires to promote for the City's residents a lifestyle of family fitness and recreation. Consultant is the Athletic Director and Head Football Coach at Spanish Fort High School. The City has determined that its family fitness and recreation objectives would be well-served by the Consultant's expertise and experience, and Consultant is willing to serve as a consultant to the City Council on the terms and conditions set forth herein.

Now, therefore, the City and Consultant agree as follows:

1. Consultant shall serve as a consultant to the City Council. This service shall include, when not prevented from doing so by his Athletic Director or coaching responsibilities, attending City Council meetings or other meetings as directed by the City Council, and offering input when and where appropriate; researching and offering suggestions to the City Council concerning the development of community park and recreation facilities; counseling community youth sports coaches and coordinators on appropriate coaching and motivational methods; and providing such other consulting services as the City Council may agree are appropriate.

The term of this Agreement is one year commencing on October 1, 2024, and expiring September 30, 2025, provided, however, the term shall automatically renew for successive one (1) year terms unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-pending term. In the event the Consultant is no longer employed by the Baldwin County Board of Education as the Athletic Director and Head Football Coach at Spanish Fort High School, this Agreement shall automatically terminate as of the date of such separation or termination of the Consultant's employment with the Baldwin County Board of Education. Furthermore, this Agreement may be terminated by either party, for any reason, or no reason at all with or without cause, by giving the other party sixty (60) days written notice of the termination. In that event, the parties shall have no further rights, duties or obligations pursuant to this Agreement.

2. The City will pay Consultant a consulting fee of Twenty-five Thousand Dollars (\$25,000.00) Dollars per year for the services rendered pursuant to this Agreement. Such fee shall be paid in eleven (11) equal installments of Two Thousand Eighty-three Dollars and Thirty-three Cents (\$2083.33) and one installment of Two Thousand Eighty-three Dollars and Thirty-seven Center (\$2083.37), in arrears, on the last day of each month. Consultant acknowledges and agrees that he is entitled to no other compensation or benefits from the City with respect to this Agreement other than as expressly provided for herein. In the event of termination of this Agreement, the City shall pay the Consultant only those amounts earned through the date of termination.

BY: _____
Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

CONSULTANT

Chase Smith

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County, in said State, hereby certify that MICHAEL M. MCMILLAN, whose name as Mayor of the CITY OF SPANISH FORT, ALABAMA, an Alabama municipal corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and seal this _____ day of _____, 2024.

Notary Public, Baldwin County, Alabama
My Commission Expires:

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that CHASE SMITH, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2024.

Notary Public, Baldwin County, Alabama
My Commission Expires:

RESOLUTION NO. 1452-2024

**A RESOLUTION AMENDING THE
EMPLOYEE PAY CLASSIFICATION GUIDELINES**

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

SECTION 1. The Pay Classification Guidelines adopted by the City Council of the City of Spanish Fort are hereby amended in their entirety by substituting the Administrative and Other Pay Scale which is attached hereto as Exhibit 1, the Police Pay Scale, attached as Exhibit 2, and the Fire Department Pay Scale, attached as Exhibit 3. These exhibits are incorporated by reference as though set forth fully herein.

SECTION 2. If any part, section or subdivision of this Resolution shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Resolution, which shall continue in full force and effect notwithstanding such holding.

SECTION 3. 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

HOURLY RATE

ANNUAL RATE

JOB TITLE	GRADE	BEGINNING RATE	MAXIMUM RATE	BEGINNING ANNUAL	MAXIMUM ANNUAL
Secretary	I	\$15.82	\$25.29	\$32,908.39	\$52,609.00
Grounds Road Mtce/Custodian/Librarian Asst/Magistrate	II	\$16.71	\$26.72	\$34,759.86	\$55,568.86
	III				
Senior Center Administrative Assistant	IV	\$19.23	\$30.74	\$39,994.05	\$63,936.50
Court Clerk//Permit Clerk	V	\$19.80	\$31.66	\$41,190.30	\$65,848.88
	VI	\$20.02	\$32.00	\$41,635.08	\$66,559.93
	VII	\$20.94	\$33.48	\$43,557.42	\$69,633.08
Administrative Assistant	VIII	\$22.65	\$36.22	\$47,121.10	\$75,330.16
	IX	\$23.47	\$37.51	\$48,807.55	\$78,026.20
Planner & Zoning Official/Environmentalist/Revenue Officer/Building Inspector & Code Enforcement Officer	X	\$25.25	\$40.36	\$52,512.72	\$83,949.47
Librarian	XI	\$25.56	\$40.86	\$53,169.13	\$84,998.84
Public Works and Parks and Recreation Director/ Director of Marketing & Director of Senior Services	XII	\$30.03	\$48.00	\$62,452.62	\$99,839.89
City Clerk	XIII	\$32.18	\$51.44	\$66,930.27	\$106,998.09

Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M	Step N	Step O	Step P	Step Q	Step R	Step S	Step T
I	\$32,908.39	\$33,731.10	\$34,574.38	\$35,438.74	\$36,324.71	\$37,232.82	\$38,163.64	\$39,117.73	\$40,095.68	\$41,098.07	\$42,125.52	\$43,178.66	\$44,258.13	\$45,364.58	\$46,498.69	\$47,661.16	\$48,852.69	\$50,074.01	\$51,325.86	\$52,609.00
II	\$34,759.86	\$35,628.86	\$36,519.58	\$37,432.57	\$38,368.38	\$39,327.59	\$40,310.78	\$41,318.55	\$42,351.51	\$43,410.30	\$44,495.56	\$45,607.95	\$46,748.15	\$47,916.85	\$49,114.77	\$50,342.64	\$51,601.21	\$52,891.24	\$54,213.52	\$55,568.86
III	\$37,602.85	\$38,542.92	\$39,506.49	\$40,494.16	\$41,506.51	\$42,544.17	\$43,607.78	\$44,697.97	\$45,815.42	\$46,960.81	\$48,134.83	\$49,338.20	\$50,571.65	\$51,835.94	\$53,131.84	\$54,460.14	\$55,821.64	\$57,217.18	\$58,647.61	\$60,113.80
IV	\$39,994.05	\$40,993.90	\$42,018.75	\$43,069.22	\$44,145.95	\$45,249.60	\$46,380.84	\$47,540.36	\$48,728.87	\$49,947.09	\$51,195.77	\$52,475.66	\$53,787.55	\$55,132.24	\$56,510.55	\$57,923.31	\$59,371.39	\$60,855.68	\$62,377.07	\$63,936.50
V	\$41,190.30	\$42,220.06	\$43,275.56	\$44,357.45	\$45,466.38	\$46,603.04	\$47,768.12	\$48,962.32	\$50,186.38	\$51,441.04	\$52,727.07	\$54,045.24	\$55,396.37	\$56,781.28	\$58,200.82	\$59,655.84	\$61,147.23	\$62,675.91	\$64,242.81	\$65,848.88
VI	\$41,635.08	\$42,675.96	\$43,742.86	\$44,836.43	\$45,957.34	\$47,106.27	\$48,283.93	\$49,491.03	\$50,728.30	\$51,996.51	\$53,296.42	\$54,628.83	\$55,994.55	\$57,394.42	\$58,829.28	\$60,300.01	\$61,807.51	\$63,352.70	\$64,936.52	\$66,559.93
VII	\$43,557.42	\$44,646.36	\$45,762.51	\$46,906.58	\$48,079.24	\$49,281.22	\$50,513.25	\$51,776.08	\$53,070.49	\$54,397.25	\$55,757.18	\$57,151.11	\$58,579.89	\$60,044.38	\$61,545.49	\$63,084.13	\$64,661.23	\$66,277.77	\$67,934.71	\$69,633.08
VIII	\$47,121.10	\$48,299.13	\$49,506.61	\$50,744.27	\$52,012.88	\$53,313.20	\$54,646.03	\$56,012.18	\$57,412.48	\$58,847.80	\$60,318.99	\$61,826.97	\$63,372.64	\$64,956.96	\$66,580.88	\$68,245.40	\$69,951.54	\$71,700.33	\$73,492.83	\$75,330.16
IX	\$48,807.55	\$50,027.74	\$51,278.43	\$52,560.39	\$53,874.40	\$55,221.26	\$56,601.79	\$58,016.84	\$59,467.26	\$60,953.94	\$62,477.79	\$64,039.74	\$65,640.73	\$67,281.75	\$68,963.79	\$70,687.89	\$72,455.08	\$74,266.46	\$76,123.12	\$78,026.20
X	\$52,512.72	\$53,825.54	\$55,171.18	\$56,550.46	\$57,964.22	\$59,413.32	\$60,898.66	\$62,421.12	\$63,981.65	\$65,581.19	\$67,220.72	\$68,901.24	\$70,623.77	\$72,389.36	\$74,199.10	\$76,054.08	\$77,955.43	\$79,904.31	\$81,901.92	\$83,949.47
XI	\$53,169.13	\$54,498.36	\$55,860.82	\$57,257.34	\$58,688.77	\$60,155.99	\$61,659.89	\$63,201.39	\$64,781.42	\$66,400.96	\$68,060.98	\$69,762.51	\$71,506.57	\$73,294.23	\$75,126.59	\$77,004.75	\$78,929.87	\$80,903.12	\$82,925.70	\$84,998.84
XII	\$62,452.62	\$64,013.94	\$65,614.28	\$67,254.64	\$68,936.01	\$70,659.41	\$72,425.89	\$74,236.54	\$76,092.45	\$77,994.76	\$79,944.63	\$81,943.25	\$83,991.83	\$86,091.63	\$88,243.92	\$90,450.02	\$92,711.27	\$95,029.05	\$97,404.77	\$99,839.89
XIII	\$66,930.27	\$68,603.53	\$70,318.61	\$72,076.58	\$73,878.49	\$75,725.46	\$77,618.59	\$79,559.06	\$81,548.03	\$83,586.74	\$85,676.40	\$87,818.31	\$90,013.77	\$92,264.12	\$94,570.72	\$96,934.99	\$99,358.36	\$101,842.32	\$104,388.38	\$106,998.09

Exhibit 2

HOURLY RATE

ANNUAL RATE

JOB TITLE	GRADE	BEGINNING RATE	MAXIMUM RATE	BEGINNING ANNUAL	MAXIMUM ANNUAL
Dispatcher	I	\$18.08	\$28.90	\$37,602.85	\$60,113.80
Patrol Police 84 hour	II	\$23.51	\$37.59	\$51,347.59	\$82,086.83
80 Hour Officer	II	\$23.51	\$37.59	\$48,902.46	\$78,177.93
Corporal	III	\$24.56	\$39.26	\$53,636.82	\$85,746.51
Investigator	III	\$24.56	\$39.26	\$51,082.68	\$81,663.34
Sergeant	IV	\$25.56	\$40.86	\$55,827.59	\$89,248.79
Lieutenant	V	\$26.82	\$42.88	\$55,794.77	\$89,196.32
	VI	\$27.25	\$43.57	\$56,685.59	\$90,620.43
Chief	VII	\$29.30	\$46.85	\$60,952.26	\$97,441.34

FY2024-25 Police Department

Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M	Step N	Step O	Step P	Step Q	Step R	Step S	Step T
I	\$37,602.85	\$38,542.92	\$39,506.49	\$40,494.16	\$41,506.51	\$42,544.17	\$43,607.78	\$44,697.97	\$45,815.42	\$46,960.81	\$48,134.83	\$49,338.20	\$50,571.65	\$51,835.94	\$53,131.84	\$54,460.14	\$55,821.64	\$57,217.18	\$58,647.61	\$60,113.80
II 84 hour	\$51,347.59	\$52,631.28	\$53,947.06	\$55,295.74	\$56,678.13	\$58,095.09	\$59,547.46	\$61,036.15	\$62,562.05	\$64,126.10	\$65,729.26	\$67,372.49	\$69,056.80	\$70,783.22	\$72,552.80	\$74,366.62	\$76,225.79	\$78,131.43	\$80,084.72	\$82,086.83
II 80 Hour	\$48,902.46	\$50,125.02	\$51,378.15	\$52,662.60	\$53,979.17	\$55,328.64	\$56,711.86	\$58,129.66	\$59,582.90	\$61,072.47	\$62,599.28	\$64,164.27	\$65,768.37	\$67,412.58	\$69,097.90	\$70,825.34	\$72,595.98	\$74,410.88	\$76,271.15	\$78,177.93
III (84 hour)	\$53,636.82	\$54,977.74	\$56,352.18	\$57,760.99	\$59,205.01	\$60,685.14	\$62,202.27	\$63,757.32	\$65,351.26	\$66,985.04	\$68,659.66	\$70,376.16	\$72,135.56	\$73,938.95	\$75,787.42	\$77,682.11	\$79,624.16	\$81,614.76	\$83,655.13	\$85,746.51
III (80 Hour)	\$51,082.68	\$52,359.75	\$53,668.74	\$55,010.46	\$56,385.72	\$57,795.36	\$59,240.25	\$60,721.25	\$62,239.29	\$63,795.27	\$65,390.15	\$67,024.90	\$68,700.53	\$70,418.04	\$72,178.49	\$73,982.95	\$75,832.53	\$77,728.34	\$79,671.55	\$81,663.34
IV	\$55,827.59	\$57,223.28	\$58,653.86	\$60,120.21	\$61,623.21	\$63,163.79	\$64,742.89	\$66,361.46	\$68,020.50	\$69,721.01	\$71,464.04	\$73,250.64	\$75,081.90	\$76,958.95	\$78,882.92	\$80,855.00	\$82,876.37	\$84,948.28	\$87,071.99	\$89,248.79
V	\$55,794.77	\$57,189.64	\$58,619.38	\$60,084.86	\$61,586.99	\$63,126.66	\$64,704.83	\$66,322.45	\$67,980.51	\$69,680.02	\$71,422.02	\$73,207.57	\$75,037.76	\$76,913.71	\$78,836.55	\$80,807.46	\$82,827.65	\$84,898.34	\$87,020.80	\$89,196.32
VI	\$56,685.59	\$58,102.73	\$59,555.30	\$61,044.18	\$62,570.28	\$64,134.54	\$65,737.91	\$67,381.35	\$69,065.89	\$70,792.53	\$72,562.35	\$74,376.41	\$76,235.82	\$78,141.71	\$80,095.25	\$82,097.64	\$84,150.08	\$86,253.83	\$88,410.17	\$90,620.43
VII	\$60,952.26	\$62,476.07	\$64,037.97	\$65,638.92	\$67,279.89	\$68,961.89	\$70,685.93	\$72,453.08	\$74,264.41	\$76,121.02	\$78,024.05	\$79,974.65	\$81,974.01	\$84,023.36	\$86,123.95	\$88,277.05	\$90,483.97	\$92,746.07	\$95,064.72	\$97,441.34

Fire Pay Scale 2024-2025
Exhibit 3

Grade -100.08		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2080	2080 Hrs	Firefighter Trainee	\$10.00	\$10.25	\$10.51	\$10.77	\$11.04	\$11.31	\$11.60	\$11.89	\$12.18	\$12.49	
OT Hrs	0			\$20,800.00	\$21,320.00	\$21,853.00	\$22,399.33	\$22,959.31	\$23,533.29	\$24,121.62	\$24,724.66	\$25,342.78	\$25,976.35	
8 hr, 5 day schedule				11	12	13	14	15	16	17	18	19	20	
				\$12.80	\$13.12	\$13.45	\$13.79	\$14.13	\$14.48	\$14.85	\$15.22	\$15.60	\$15.99	
			\$26,625.76	\$27,291.40	\$27,973.69	\$28,673.03	\$29,389.86	\$30,124.60	\$30,877.72	\$31,649.66	\$32,440.90	\$33,251.92		

Grade - 100.24		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2756	2912 Hrs	Firefighter Trainee	\$10.00	\$10.25	\$10.51	\$10.77	\$11.04	\$11.31	\$11.60	\$11.89	\$12.18	\$12.49	
OT Hrs	156			\$29,900.00	\$30,647.50	\$31,413.69	\$32,199.03	\$33,004.01	\$33,829.11	\$34,674.83	\$35,541.70	\$36,430.25	\$37,341.00	
Fire Recruit School				11	12	13	14	15	16	17	18	19	20	
				\$12.80	\$13.12	\$13.45	\$13.79	\$14.13	\$14.48	\$14.85	\$15.22	\$15.60	\$15.99	
			\$38,274.53	\$39,231.39	\$40,212.18	\$41,217.48	\$42,247.92	\$43,304.12	\$44,386.72	\$45,496.39	\$46,633.80	\$47,799.64		

Grade - 200.08		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2080	2080 Hrs	Administrative Assistant	\$16.63	\$17.05	\$17.47	\$17.91	\$18.36	\$18.82	\$19.29	\$19.77	\$20.26	\$20.77	
OT Hrs	0			\$34,590.40	\$35,455.16	\$36,341.54	\$37,250.08	\$38,181.33	\$39,135.86	\$40,114.26	\$41,117.12	\$42,145.04	\$43,198.67	
8 hr, 5 day schedule				11	12	13	14	15	16	17	18	19	20	
				\$21.29	\$21.82	\$22.37	\$22.92	\$23.50	\$24.09	\$24.69	\$25.30	\$25.94	\$26.59	
			\$44,278.64	\$45,385.60	\$46,520.24	\$47,683.25	\$48,875.33	\$50,097.21	\$51,349.64	\$52,633.38	\$53,949.22	\$55,297.95		

Grade - 300.08		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2080	2080 Hrs	Fire Fighter	\$21.46	\$22.00	\$22.55	\$23.11	\$23.69	\$24.28	\$24.89	\$25.51	\$26.15	\$26.80	
OT Hrs	0			\$44,636.80	\$45,752.72	\$46,896.54	\$48,068.95	\$49,270.68	\$50,502.44	\$51,765.00	\$53,059.13	\$54,385.61	\$55,745.25	
8 hr, 5 day schedule				11	12	13	14	15	16	17	18	19	20	
				\$27.47	\$28.16	\$28.86	\$29.58	\$30.32	\$31.08	\$31.86	\$32.65	\$33.47	\$34.31	
			\$57,138.88	\$58,567.35	\$60,031.53	\$61,532.32	\$63,070.63	\$64,647.40	\$66,263.58	\$67,920.17	\$69,618.17	\$71,358.63		

Grade - 300.12		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	1976	2184 Hrs	Fire Fighter	\$19.50	\$19.99	\$20.49	\$21.00	\$21.52	\$22.06	\$22.61	\$23.18	\$23.76	\$24.35	
OT Hrs	208			\$44,616.00	\$45,731.40	\$46,874.69	\$48,046.55	\$49,247.72	\$50,478.91	\$51,740.88	\$53,034.40	\$54,360.26	\$55,719.27	
12 hr, 2 on - 2 off - 3 on schedule				11	12	13	14	15	16	17	18	19	20	
				\$24.96	\$25.59	\$26.23	\$26.88	\$27.55	\$28.24	\$28.95	\$29.67	\$30.41	\$31.17	
			\$57,112.25	\$58,540.06	\$60,003.56	\$61,503.65	\$63,041.24	\$64,617.27	\$66,232.70	\$67,888.52	\$69,585.73	\$71,325.38		

Grade - 300.24		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2756	2912 Hrs	Fire Fighter	\$14.95	\$15.32	\$15.71	\$16.10	\$16.50	\$16.91	\$17.34	\$17.77	\$18.22	\$18.67	
OT Hrs	156			\$44,700.50	\$45,818.01	\$46,963.46	\$48,137.55	\$49,340.99	\$50,574.51	\$51,838.88	\$53,134.85	\$54,463.22	\$55,824.80	
24 hr, 1 on 2 off schedule				11	12	13	14	15	16	17	18	19	20	
				\$19.14	\$19.62	\$20.11	\$20.61	\$21.12	\$21.65	\$22.19	\$22.75	\$23.32	\$23.90	
			\$57,220.42	\$58,650.93	\$60,117.20	\$61,620.13	\$63,160.64	\$64,739.65	\$66,358.14	\$68,017.10	\$69,717.52	\$71,460.46		

Grade - 310.24		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2756	2912 Hrs	Firefighter II	\$15.32	\$15.70	\$16.10	\$16.50	\$16.91	\$17.33	\$17.77	\$18.21	\$18.67	\$19.13	
OT Hrs	156			\$45,806.80	\$46,951.97	\$48,125.77	\$49,328.91	\$50,562.14	\$51,826.19	\$53,121.84	\$54,449.89	\$55,811.14	\$57,206.42	
24 hr, 1 on 2 off schedule				11	12	13	14	15	16	17	18	19	20	
				\$19.61	\$20.10	\$20.60	\$21.12	\$21.65	\$22.19	\$22.74	\$23.31	\$23.89	\$24.49	
			\$58,636.58	\$60,102.49	\$61,605.05	\$63,145.18	\$64,723.81	\$66,341.90	\$68,000.45	\$69,700.46	\$71,442.97	\$73,229.05		

Grade - 320.24		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2756	2912 Hrs	AO1	\$15.55	\$15.94	\$16.34	\$16.75	\$17.16	\$17.59	\$18.03	\$18.48	\$18.95	\$19.42	
OT Hrs	156			\$46,494.50	\$47,656.86	\$48,848.28	\$50,069.49	\$51,321.23	\$52,604.26	\$53,919.37	\$55,267.35	\$56,649.03	\$58,065.26	
24 hr, 1 on 2 off schedule				11	12	13	14	15	16	17	18	19	20	
				\$19.91	\$20.40	\$20.91	\$21.44	\$21.97	\$22.52	\$23.08	\$23.66	\$24.25	\$24.86	
			\$59,516.89	\$61,004.81	\$62,529.93	\$64,093.18	\$65,695.51	\$67,337.90	\$69,021.35	\$70,746.88	\$72,515.55	\$74,328.44		

Grade - 330.24		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2756	2912 Hrs	AO2	\$15.95	\$16.35	\$16.76	\$17.18	\$17.61	\$18.05	\$18.50	\$18.96	\$19.43	\$19.92	
OT Hrs	156			\$47,690.50	\$48,882.76	\$50,104.83	\$51,357.45	\$52,641.39	\$53,957.42	\$55,306.36	\$56,689.02	\$58,106.24	\$59,558.90	
24 hr, 1 on 2 off schedule				11	12	13	14	15	16	17	18	19	20	
				\$20.42	\$20.93	\$21.45	\$21.99	\$22.54	\$23.10	\$23.68	\$24.27	\$24.88	\$25.50	
			\$61,047.87	\$62,574.07	\$64,138.42	\$65,741.88	\$67,385.43	\$69,070.06	\$70,796.82	\$72,566.74	\$74,380.90	\$76,240.43		

Grade - 340.24		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2756	2912 Hrs	AO3	\$16.34	\$16.75	\$17.17	\$17.60	\$18.04	\$18.49	\$18.95	\$19.42	\$19.91	\$20.41	
OT Hrs	156			\$48,856.60	\$50,078.02	\$51,329.97	\$52,613.21	\$53,928.54	\$55,276.76	\$56,658.68	\$58,075.14	\$59,527.02	\$61,015.20	
24 hr, 1 on 2 off schedule				11	12	13	14	15	16	17	18	19	20	
				\$20.92	\$21.44	\$21.98	\$22.52	\$23.09	\$23.67	\$24.26	\$24.86	\$25.48	\$26.12	
			\$62,540.58	\$64,104.09	\$65,706.70	\$67,349.36	\$69,033.10	\$70,758.92	\$72,527.90	\$74,341.09	\$76,199.62	\$78,104.61		

Grade - 400.24		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2756	2912 Hrs	Lieutenant1	\$17.16	\$17.59	\$18.03	\$18.48	\$18.94	\$19.41	\$19.90	\$20.40	\$20.91	\$21.43	
OT Hrs	156			\$51,308.40	\$52,591.11	\$53,905.89	\$55,253.53	\$56,634.87	\$58,050.75	\$59,502.01	\$60,989.56	\$62,514.30	\$64,077.16	
24 hr, 1 on 2 off schedule				11	12	13	14	15	16	17	18	19	20	
				\$21.97	\$22.52	\$23.08	\$23.66	\$24.25	\$24.85	\$25.47	\$26.11	\$26.76	\$27.43	
			\$65,679.09	\$67,321.07	\$69,004.09	\$70,729.20	\$72,497.43	\$74,309.86	\$76,167.61	\$78,071.80	\$80,023.59	\$82,024.18		

Grade - 410.24		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2756	2912 Hrs	Lieutenant2	\$17.41	\$17.85	\$18.29	\$18.75	\$19.22	\$19.70	\$20.19	\$20.70	\$21.21	\$21.74	
OT Hrs	156			\$52,055.90	\$53,357.30	\$54,691.23	\$56,058.51	\$57,459.97	\$58,896.47	\$60,368.88	\$61,878.11	\$63,425.06	\$65,010.69	
24 hr, 1 on 2 off schedule				11	12	13	14	15	16	17	18	19	20	
				\$22.29	\$22.84	\$23.41	\$24.00	\$24.60	\$25.21	\$25.85	\$26.49	\$27.15	\$27.83	
			\$66,635.95	\$68,301.85	\$70,009.40	\$71,759.63	\$73,553.62	\$75,392.46	\$77,277.28	\$79,209.21	\$81,189.44	\$83,219.17		

Grade - 420.08		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2080	2912 Hrs	Captain	\$26.30	\$26.96	\$27.63	\$28.32	\$29.03	\$29.76	\$30.50	\$31.26	\$32.04	\$32.85	
OT Hrs	0			\$54,704.00	\$56,071.60	\$57,473.39	\$58,910.22	\$60,382.98	\$61,892.55	\$63,439.87	\$65,025.87	\$66,651.51	\$68,317.80	
8 hr, 5 day schedule				11	12	13	14	15	16	17	18	19	20	
				\$33.67	\$34.51	\$35.37	\$36.25	\$37.16	\$38.09	\$39.04	\$40.02	\$41.02	\$42.04	
			\$70,025.74	\$71,776.39	\$73,570.80	\$75,410.07	\$77,295.32	\$79,227.70	\$81,208.40	\$83,238.61	\$85,319.57	\$87,452.56		

Grade - 420.24		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2756	2912 Hrs	Captain	\$18.30	\$18.76	\$19.23	\$19.71	\$20.20	\$20.70	\$21.22	\$21.75	\$22.30	\$22.85	
OT Hrs	156			\$54,717.00	\$56,084.93	\$57,487.05	\$58,924.22	\$60,397.33	\$61,907.26	\$63,454.94	\$65,041.32	\$66,667.35	\$68,334.04	
24 hr, 1 on 2 off schedule				11	12	13	14	15	16	17	18	19	20	
				\$23.43	\$24.01	\$24.61	\$25.23	\$25.86	\$26.50	\$27.17	\$27.85	\$28.54	\$29.26	
			\$70,042.39	\$71,793.45	\$73,588.28	\$75,427.99	\$77,313.69	\$79,246.53	\$81,227.69	\$83,258.39	\$85,339.85	\$87,473.34		

Grade - 600.08		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2080	2080 Hrs	Battalion / Division Chief	\$30.00	\$30.75	\$31.52	\$32.31	\$33.11	\$33.94	\$34.79	\$35.66	\$36.55	\$37.47	
OT Hrs	0			\$62,400.00	\$63,960.00	\$65,559.00	\$67,197.98	\$68,877.92	\$70,599.87	\$72,364.87	\$74,173.99	\$76,028.34	\$77,929.05	
8 hr, 5 day schedule				11	12	13	14	15	16	17	18	19	20	
				\$38.40	\$39.36	\$40.35	\$41.36	\$42.39	\$43.45	\$44.54	\$45.65	\$46.79	\$47.96	
			\$79,877.28	\$81,874.21	\$83,921.06	\$86,019.09	\$88,169.57	\$90,373.81	\$92,633.15	\$94,948.98	\$97,322.70	\$99,755.77		

Grade - 600.24		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2756	2912 Hrs	Battalion / Division Chief	\$20.87	\$21.39	\$21.93	\$22.47	\$23.04	\$23.61	\$24.20	\$24.81	\$25.43	\$26.06	
OT Hrs	156			\$62,401.30	\$63,961.33	\$65,560.37	\$67,199.37	\$68,879.36	\$70,601.34	\$72,366.38	\$74,175.54	\$76,029.92	\$77,930.67	
24 hr, 1 on 2 off schedule				11	12	13	14	15	16	17	18	19	20	
				\$26.72	\$27.38	\$28.07	\$28.77	\$29.49	\$30.23	\$30.98	\$31.76	\$32.55	\$33.36	
			\$79,878.94	\$81,875.91	\$83,922.81	\$86,020.88	\$88,171.40	\$90,375.69	\$92,635.08	\$94,950.96	\$97,324.73	\$99,757.85		

Grade - 700.08		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2080	2080 Hrs	Fire Chief	\$37.11	\$38.04	\$38.99	\$39.96	\$40.96	\$41.99	\$43.04	\$44.11	\$45.21	\$46.35	
OT Hrs	0			\$77,188.80	\$79,118.52	\$81,096.48	\$83,123.90	\$85,201.99	\$87,332.04	\$89,515.34	\$91,753.23	\$94,047.06	\$96,398.23	
8 hr, 5 day schedule				11	12	13	14	15	16	17	18	19	20	
				\$47.50	\$48.69	\$49.91	\$51.16	\$52.44	\$53.75	\$55.09	\$56.47	\$57.88	\$59.33	
			\$98,808.19	\$101,278.39	\$103,810.35	\$106,405.61	\$109,065.75	\$111,792.40	\$114,587.21	\$117,451.89	\$120,388.18	\$123,397.89		

Grade - 500.08		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2080	2080 Hrs	Fire Inspector	\$22.55	\$23.11	\$23.69	\$24.28	\$24.89	\$25.51	\$26.15	\$26.80	\$27.47	\$28.16	
OT Hrs	0			\$46,904.00	\$48,076.60	\$49,278.52	\$50,510.48	\$51,773.24	\$53,067.57	\$54,394.26	\$55,754.12	\$57,147.97	\$58,576.67	
8 hr, 5 day schedule				11	12	13	14	15	16	17	18	19	20	
				\$28.87	\$29.59	\$30.33	\$31.09	\$31.86	\$32.66	\$33.48	\$34.31	\$35.17	\$36.05	
			\$60,041.09	\$61,542.11	\$63,080.67	\$64,657.68	\$66,274.12	\$67,930.98	\$69,629.25	\$71,369.98	\$73,154.23	\$74,983.09		

Grade - 510.08		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2080	2080 Hrs	Fire Inspector II	\$23.11	\$23.69	\$24.28	\$24.89	\$25.51	\$26.15	\$26.80	\$27.47	\$28.16	\$28.86	
OT Hrs	0			\$48,068.80	\$49,270.52	\$50,502.28	\$51,764.84	\$53,058.96	\$54,385.44	\$55,745.07	\$57,138.70	\$58,567.17	\$60,031.34	
8 hr, 5 day schedule				11	12	13	14	15	16	17	18	19	20	
				\$29.58	\$30.32	\$31.08	\$31.86	\$32.65	\$33.47	\$34.31	\$35.16	\$36.04	\$36.94	
			\$61,532.13	\$63,070.43	\$64,647.19	\$66,263.37	\$67,919.96	\$69,617.95	\$71,358.40	\$73,142.36	\$74,970.92	\$76,845.20		

**Adjusted FY 2025 includes 2.5% COLA