

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

Regular Meeting
September 3, 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

Budget Retreat August 17, 2024

Work Session August 19, 2024

Regular Meeting August 19, 2024

VI. REPORTS OF COMMITTEES AND OFFICERS

VII. PUBLIC PARTICIPATION

VIII. ANNOUNCEMENTS

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

On 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 award 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 Infirmery 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.

IX. OLD BUSINESS

X. NEW BUSINESS

Announcement of Planning Commission Appointment

Proclamation of the Month of September as Childhood Cancer Awareness Month in the City of Spanish Fort

Ordinance No. 668-2024----An Ordinance Granting a Non-exclusive Franchise to Mediacom Southeast, LLC, for the Purpose of Maintaining Distribution Lines for the Provision of Cable Television

within the Public Rights-of-Way of the City of Spanish Fort

Resolution No. 1438-2024---A Resolution Authorizing the Mayor to Enter into an Agreement with the Mobile Bay National Estuary Program

Resolution No. 1439-2024---A Resolution Authorizing the Mayor to Enter into a Contract between the City of Spanish Fort and the Eastern Shore Chamber of Commerce

Resolution No. 1440-2024---A Resolution Authorizing the Mayor of the City of Spanish Fort to Enter into a Contract for Services between the City of Spanish Fort, Alabama, and the Spanish Fort Sports Association

Resolution No. 1441-2024---A Resolution Authorizing the Mayor to Enter into an Agreement with the Baldwin County Economic Development Alliance

Resolution No. 1442-2024---A Resolution Authorizing the Mayor to Contract with Care House, Inc., D/B/A the Baldwin County Child Advocacy Center, for Services Provided to the City of Spanish Fort, Alabama

Resolution No. 1444-2024---A Resolution Adopting the General Operations Budget for Fiscal Year 2024-2025

XI. ADJOURN TO NEXT MEETING
Work Session and Regular Meeting, September 16, 2024

Spanish Fort City Council

Minutes, Budget Retreat/Work Session, Saturday, August 17, 2024

The City Council of the City of Spanish Fort, Alabama, met Saturday, August 17, 2024, at 8:02 a.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.

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

The Council discussed general municipal business and the proposed fiscal year 2024-2025 budget.

There being no further business before the Council, the work session adjourned at 1:31 p.m.

Approved this _____ day of September, 2024.

Rebecca A. Gaines, CMC
City Clerk

Spanish Fort City Council

Minutes, Work Session, Monday, August 19, 2024

The City Council of the City of Spanish Fort, Alabama, met Monday, August 19, 2024, at 4:36 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.

There being no further business before the Council, the work session adjourned at 5:01 p.m.

Approved this _____ day of September, 2024.

Rebecca A. Gaines, CMC
City Clerk

**Spanish Fort City Council
Minutes, Regular Meeting, August 19, 2024**

CALL TO ORDER

The City Council of the City of Spanish Fort, Alabama, met Monday, August 19, 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 Meeting and Work Session of August 5, 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

Mayor McMillan informed the City Council that he, City Clerk Gaines and City Attorney Conner would be traveling to Montgomery to begin the process of redistricting the City Council districts ahead of the 2025 municipal election.

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.

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 award 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.

OLD BUSINESS

There was none.

NEW BUSINESS***Swearing in of City Employees***

Mayor McMillan called upon City Clerk Rebecca A. Gaines, who administered the Oath of Office to Firefighters Shane H. Stewart, La'Meek S. Reeves and Bradley D. Huber. Mayor McMillan and the City Council welcomed the new firefighters to the City.

Ordinance No. 668-2024

Mayor McMillan presented Ordinance No. 668-2024, an Ordinance granting a non-exclusive franchise to Mediacom Southeast, LLC, for the purpose of maintaining distribution lines for the provision of cable television within the public rights-of-way of the City of Spanish Fort. David Conner explained the proposed ordinance. Discussion followed.

Ordinance No. 674-2024

Mayor McMillan presented Ordinance No. 674-2024, an ordinance annexing certain property into the corporate limits of the City of Spanish Fort, Alabama. David Conner explained the proposed resolution. Discussion followed.

A motion was made by Councilmember Brabner and seconded by Councilmember Gustafson to adopt Ordinance No. 674-2024. 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 Ordinance adopted.

Ordinance No. 675-2024

Mayor McMillan introduced Ordinance No. 675-2024, an ordinance regulating the keeping of animals within the corporate limits of the City of Spanish Fort. David Conner explained the proposed resolution. Discussion followed.

A motion was made by Councilmember J. R. Smith and seconded by Councilmember Gustafson to adopt Ordinance No. 675-2024. 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 Ordinance adopted.

Resolution No. 1435-2024

Mayor McMillan introduced Resolution No. 1435-2024, a resolution amending the City of Spanish Fort Police Department Policy Manual. David Conner explained the proposed resolution. Discussion followed.

A motion was made by Councilmember Curt Smith and seconded by Councilmember Perry to adopt Resolution No. 1435-2024. 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. 1438 -2024

Mayor McMillan introduced Resolution No. 1438-2024, a resolution authorizing the Mayor to enter into an agreement with the Mobile Bay National Estuary Program. David Conner explained the proposed resolution. Discussion followed.

Resolution No. 1439 -2024

Mayor McMillan introduced Resolution No. 1439-2024, a resolution authorizing the Mayor to enter into a contract between the City of Spanish Fort and the Eastern Shore Chamber of Commerce. David Conner explained the proposed resolution. Discussion followed.

Resolution No. 1440 -2024

Mayor McMillan introduced Resolution No. 1440-2024, a resolution authorizing the Mayor to enter into a contract for services between the City of Spanish Fort and the Spanish Fort Sports Association. David Conner explained the proposed resolution. Discussion followed.

Resolution No. 1441 -2024

Mayor McMillan introduced Resolution No. 1441-2024, a resolution authorizing the Mayor to enter into an agreement with the Baldwin County Economic Development Alliance. David Conner explained the proposed resolution. Discussion followed.

Resolution No. 1442 -2024

Mayor McMillan introduced Resolution No. 1442-2024, a resolution authorizing the Mayor to contract with Care House, Inc., d/b/a the Baldwin County Child Advocacy Center, for services provided to the City of Spanish Fort. David Conner explained the proposed resolution. Discussion followed.

Resolution No. 1443 -2024

Mayor McMillan introduced Resolution No. 1443-2024, a resolution adopting a transportation plan for the City of Spanish Fort for Fiscal Year 2024-2025. David Conner explained the proposed resolution. Discussion followed.

A motion was made by Councilmember Perry and seconded by Councilmember Brabner to suspend the rules for immediate consideration of Resolution No. 1443-2024. 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 announced the motion carried, and the rules were suspended to allow for immediate consideration of Resolution No. 1443-2024.

A motion was made by Councilmember Curt Smith and seconded by Councilmember Brabner to adopt Resolution No. 1443-2024. 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.

ADJOURNMENT

There being no further business before the Council, the meeting adjourned at 6:22 p.m.

Approved this ____ day of September, 2024.

Rebecca A. Gaines
City Clerk.

ORDINANCE NO. 668-2024

**AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO
MEDIACOM SOUTHEAST, LLC, FOR THE PURPOSE OF MAINTAINING
DISTRIBUTION LINES FOR THE PROVISION OF CABLE TELEVISION
WITHIN THE PUBLIC RIGHTS- OF-WAY WITHIN THE CITY OF SPANISH
FORT, ALABAMA**

**NOW, THEREFORE, 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 does hereby grant to Mediacom Southeast, LLC, a Delaware limited liability company, a non-exclusive franchise granting the authority to construct and maintain a distribution lines for the provision of cable television in the City of Spanish Fort, subject to the terms and conditions set forth in the following agreement:

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Franchise Agreement

between

City of Spanish Fort, Alabama

and

Mediacom Southeast, LLC

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AGREEMENT

This ***AGREEMENT*** is effective as of the ____ day of _____, 2024 (the “Effective Date”), and is between the City of Spanish Fort, Alabama (the “Franchising Authority” or the “City”), and Mediacom Southeast, LLC (the “Company”). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community, desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1 GRANT OF AUTHORITY

1.1 **Grant of Franchise.** The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the “Franchise”) to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 **Term of Franchise.** This Franchise shall be in effect for a period of ten (10) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 **Renewal.** Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 **Reservation of Authority.** The Company specifically agrees to comply with the lawful provisions of the City and applicable regulations of the Franchising Authority. Subject to any express federal or state preemption, the Company acknowledges that the Franchising Authority may modify its City code, ordinances or any regulatory policies by lawful exercise of the Franchising Authority’s police powers throughout the term of this Agreement. The Company agrees to comply with such lawful modifications to the City code, ordinances or regulations; however, the Company reserves all rights it may have to challenge such modifications to the City code, ordinances or regulations. The Franchising Authority reserves all of its rights and defenses to such challenges. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority’s right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Agreement and any City code,

ordinance or regulation adopted by the Franchising Authority in the exercise of its police powers, the terms and conditions of such code, ordinance or regulation shall prevail.

1.5 Competitive Equity and Subsequent Action Provisions.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to City residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to City residents; promote local communications infrastructure investments and economic opportunities in the City; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. “Materially equivalent” provisions include but are not limited to: franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company’s proposed Franchise modifications, and such negotiation will proceed and conclude within sixty (60) days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in Section 1.5.2(a), if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP.

1.5.3 Subsequent Change in Law. If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and Company agree that, notwithstanding any other provision of law, upon the written request by either party, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after either party submits a written request to the other party. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this Section 1.5.3. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.

SECTION 2 THE CABLE SYSTEM

2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 System. As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System

Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including but not limited to Section 624A of the Cable Act (47 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers. Subject to Section 1.4 above, to the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of such local ordinances, rules, or regulations shall prevail.

2.2.2 Protection of Underground Utilities. The Company shall comply with the Alabama Underground Damage Prevention Act (Ala. Code § 37-15-1, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third party shall tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance written notice from the Franchising Authority and at the Company's own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground, where such work is required to accommodate a beautification project or private development project.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Alabama Department of Transportation's Utilities Manual. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, subject to all applicable local ordinances, rules and regulations, and the cost of such trimming shall not be borne by the Franchising Authority.

2.4.5 Aerial and Underground Construction. If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aurally or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed

underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment. The Company shall be entitled to expand and upgrade its System as it deems reasonably necessary.

2.4.6 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles. The Franchising Authority acknowledges that the Company may pass through to Subscribers the costs of attaching to existing utility poles in the Franchise Area, and does not object.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written notice of such change, including an updated map of the Franchise Area. Franchise fees on gross revenues earned from Subscribers in annexed areas shall not be payable to the Franchising Authority until sixty (60) days after the Company's receipt of such updated map, and shall not be remitted to the Franchising Authority until the next regularly scheduled quarterly franchise fee payment as provided in Section 4.1.2 below.

SECTION 3 CUSTOMER SERVICE

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. A minor violation of those requirements does not constitute a breach of this Agreement.

SECTION 4 COMPENSATION AND OTHER PAYMENTS

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to five percent (5%) of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise

fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Alabama, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. The audit period shall be limited to six (6) years preceding the end of the quarter of the most recent payment.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 4 are not a tax and are not in the nature of a tax.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

SECTION 5 COMPLIANCE REPORTS

5.1 Compliance. To the best of its knowledge, the Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Alabama Public Records Law (Ala. Code § 36-12-40, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Alabama Public Records Law, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 10.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Company and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including but not limited to reasonable attorneys' fees and costs.

SECTION 6 ENFORCEMENT

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance ("Violation Notice").

6.2 Company's Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days' prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising

Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

- (a) seek specific performance;
- (b) commence an action at law for monetary damages or seek other equitable relief; or
- (c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company's response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review the decision of the Franchising Authority's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

6.6 Technical Violations. The parties hereby agree that it is not the Franchising Authority's intention to subject the Company to penalties, fines, forfeiture, or revocation of the Agreement for so-called "technical" breach(es) or violation(s) of the Agreement, where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or where strict performance would result in practical difficulties and hardship to the Company which outweigh the benefit to be derived by the Franchising Authority or Subscribers.

SECTION 7
ASSIGNMENTS AND OTHER TRANSFERS

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

- (a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Alabama Underground Damage Prevention Act (Ala. Code § 37-15-1, *et seq.*);
- (b) a description of the transferee's service area; and
- (c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Mediacom Southeast, LLC.

SECTION 8
INSURANCE AND INDEMNITY

8.1 Insurance.

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Alabama with a rating of not less than "A minus," and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death of any one person, One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days' prior written notice of cancellation to the City.

8.1.2 Workers' Compensation. The Company shall ensure its compliance with the Alabama Workers' Compensation Law.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company's construction, operation, maintenance, or removal of the Cable System, including but not limited to reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the

Franchising Authority within thirty (30) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct of the Franchising Authority or for the Franchising Authority's use of the Cable System.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

SECTION 9 PUBLIC, EDUCATION, GOVERNMENT ACCESS

9.1 Channel Capacity. The Company agrees to make available channel capacity, up to one (1) fully dedicated Channel position, on the digital tier, to be designated for non-commercial, non-revenue generating public, educational, or governmental ("PEG") access purposes. Unused time on the PEG Channel position may be utilized by the Company subject to terms to be mutually agreed upon by the Company and the Franchising Authority. The Company shall provide the PEG channel within one hundred eighty (180) days of the Franchising Authority's request.

9.2 Channel Positions. At any time during the term of this Agreement and at the Company's sole option and discretion, the Company may (i) change the transmission technology by which PEG access programming is delivered to Subscribers, provided, however, that the quality of PEG access programming transmitted over the Cable System to Subscribers is of a quality comparable to that which was delivered to the Company by the PEG programmer, or (ii) relocate any PEG programming to a Channel position on its lowest digital tier service delivered to all of the Company's Subscribers. The Company shall notify the Franchising Authority at least thirty (30) days in advance of such changes.

9.3 Ownership. The Company does not relinquish its ownership of its ultimate right of control over a Channel position by designating it for PEG access use. A PEG access user, whether such user is an individual, educational, or governmental user, acquires no property or other interest in the Channel position by virtue of the use of a Channel position so designated.

9.4 Equipment. It shall be the sole responsibility of the Franchising Authority to obtain, provide, and maintain any equipment necessary to produce and cablecast PEG programming over the Cable System. The Company shall not be responsible for obtaining, providing, or maintaining any such equipment.

9.5 No Liability. The Company shall have no liability nor shall it be required to provide indemnification to the Franchising Authority for PEG programming cablecast over the Cable System.

**SECTION 10
MISCELLANEOUS**

10.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. Subject to Section 1.4 above, to the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of such local laws, ordinances, or regulations shall prevail.

10.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

10.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledges the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledges that it will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

10.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including, but not limited to, its police power and contracting and governmental authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the City of Spanish Fort, Alabama.

10.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company.

10.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:
City of Spanish Fort
Attn: Mayor
7361 Spanish Fort Blvd
Spanish Fort, Alabama 36527

COMPANY:
Mediacom Southeast, LLC
Attn: Legal Department
1 Mediacom Way
Mediacom Park, NY 10918

With a copy to: Mediacom Southeast, LLC
Government Relations Manager
1613 Nantahala Beach Blvd.
Gulf Breeze, FL 32563

10.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

10.7.1 Organization, Standing, and Authorization. The Company is a limited liability company validly existing and in good standing under the laws of the State of Alabama and is duly authorized to do business in the State of Alabama and in the Franchise Area.

10.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

10.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

10.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors and assigns.

10.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

10.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

10.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

10.13 Governing Law. This Agreement shall be deemed to be executed in the City of Spanish Fort, Alabama, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Alabama, as applicable to contracts entered into and to be performed entirely within that state.

10.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Alabama (“Federal Court”) or in a court of the State of Alabama of appropriate jurisdiction (“Alabama State Court”). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Alabama State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 10.6, or to such other address as the Company may provide to the Franchising Authority in writing.

10.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

10.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company’s capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 10.16.

10.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words “reasonable,” “good faith,” or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

10.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

10.19 No Third-Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the City Council of said Franchising Authority, has caused the name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

City of Spanish Fort, Alabama

By: _____
Name: _____
Title: Mayor
(Seal)

Attest: _____

Date: _____

Mediacom Southeast, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Attest: _____

Date: _____

APPENDIX A DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

“**Agreement**” means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

“**Basic Service**” means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

“**Cable Act**” means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

“**Cable Service**” means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. “Cable Service” does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

“**Cable Service Provider**” or “**CSP**” means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

“**Cable System**” means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but “Cable System” does not include:

(A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;

(B) a facility that serves Subscribers without using any public right-of-way as defined herein;

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

“**Channel**” means a “cable channel” or “channel” as defined in 47 U.S.C. § 522(4).

“**Company**” means Mediacom Southeast, LLC, a limited liability company validly existing under the laws of the State of Delaware, or lawful successor, transferee, designee, or assignee thereof.

“**FCC**” means the Federal Communications Commission, its designee, or any successor thereto.

“**Franchise Area**” means the incorporated areas of the City of Spanish Fort, Alabama, including any areas annexed by the Franchising Authority during the term of the Franchise.

“**Franchising Authority**” means the City of Spanish Fort, Alabama, or lawful successor, transferee, designee, or assignee thereof.

“**Gross Revenues**” means: all revenue derived by Company, its affiliates, subsidiaries, or parent, or Person from the operation of its Cable System to provide Cable Service within the Franchise Area. Gross Revenues shall include, but not be limited to, Cable Service fees, advertising sales booked in accordance with Applicable Laws and GAAP, home shopping revenue, installation, disconnection and reconnection fees, equipment rental fees, late fees, guides and Franchise Fees. The term Gross Revenue shall not include refundable deposits, bad debt (provided that if amounts previously representing bad debt are collected, then those amounts shall be included in Gross Revenues for the period in which they are collected), investment income, programming launch support payments so long as not booked as revenue by Company, nor any taxes on services furnished by Company imposed by any county, state, or other governmental unit and collected by Company for such governmental unit or non-sufficient fund charges. A Franchise Fee is not such a tax. The Franchising Authority acknowledges and accepts that Company maintains its books and records in accordance with Generally Accepted Accounting Principles ("GAAP").

Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that deference shall be given to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/ or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, the Franchising Authority reserves its right to challenge Company's calculation of Gross Revenues, including the use or interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

Notwithstanding anything in this Agreement to the contrary, the Franchising Authority reserves the right to charge a franchise fee on the gross revenues from any and all services or equipment provided by the Company to the extent allowed by law, as the same may be amended, and may impose, charge, levy, decrease or increase such fee upon sixty (60) days written notice to the Company.

“**Person**” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

“**Signal**” means any transmission of radio frequency energy or of optical information.

“**Streets**” means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parkways, and waterways within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

“**Subscriber**” means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

“**Video Programming**” means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

“**Video Service**” means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

“**Video Service Provider**” or “**VSP**” means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.

APPENDIX B
CUSTOMER SERVICE STANDARDS

Code of Federal Regulations

Title 47, Volume 4, Parts 70 to 79

Revised as of October 1, 1998

From the U.S. Government Printing Office via GPO Access

47 C.F.R. § 76.309

Page 561–63

TITLE 47—TELECOMMUNICATION
CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION
PART 76—CABLE TELEVISION SERVICE
Subpart H—General Operating Requirements

§ 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

- (1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;
- (2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;
- (3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or
- (4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine.

Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing—

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term “service interruption” means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]

SECTION 2. 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 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. Effective Date. This Ordinance shall become effective only upon receipt of a written unconditional acceptance by the Franchisee of the terms and conditions contained herein within thirty (30) days of the passage of this Ordinance.

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

CITY OF SPANISH FORT, ALABAMA

BY: _____
Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk, CMC

RESOLUTION NO. 1438-2024

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE MOBILE BAY NATIONAL ESTUARY PROGRAM

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

WHEREAS, the Mobile Bay National Estuary Program (“Agency”) is engaged in a program to identify concerns and problems related to Mobile Bay and establish a plan to safeguard the natural resources of Mobile Bay; and

WHEREAS, the City desires to enter into a contract with the Mobile Bay National Estuary Program and the Contractor in order to provide necessary local matching funds pursuant to the Federal Grant Program for the performance of the work associated therewith.

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

SECTION 1. The City Council of the City of Spanish Fort, Alabama, hereby authorizes the Mayor to enter into a contract with the Mobile Bay National Estuary Program for the performance of the work set forth in the contract, subject to any changes approved by the Mayor and City Attorney. A copy of the proposed contract is attached hereto as Exhibit 1.

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 or as otherwise required by state law.

ADOPTED and APPROVED this the ____ day of _____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

Exhibit 1

STATE OF ALABAMA)
BALDWIN COUNTY)
CITY OF SPANISH FORT)

MUNICIPAL AGENCY FUNDING CONTRACT

THIS AGREEMENT, made and entered into on this the ____ day of _____, 2024, but effective as of the 1st day of October, 2023, by and between the **CITY OF SPANISH FORT**, a municipal corporation, of the State of Alabama (hereinafter sometimes referred to as “City” or “the City”), and **THE MOBILE BAY NATIONAL ESTUARY PROGRAM**, (hereinafter sometimes referred to as the “Agency”):

W-I-T-N-E-S-S-E-T-H

WHEREAS, the Agency has requested that the City of Spanish Fort appropriate funds for its use for the benefit, either directly or indirectly, of the residents of the City; and

WHEREAS, the City of Spanish Fort desires to have the Agency perform certain services during the 2023-2024 fiscal year.

THEREFORE, in consideration of the benefits moving each to the other, it is mutually agreed by and between the City and the Agency as follows:

I. AUTHORITY

Agency represents and warrants to City that it is authorized by law to receive funding from City and that such funding will not be in violation of Article IV, Section 94, or amendments thereto, of the Constitution of Alabama, 1901, or any other constitutional or statutory provision. Agency further warrants that funding from the City will only be used to perform public services and/or acts which the City is otherwise authorized to perform or to fund itself.

II. SERVICES

The Agency shall provide the following public services within the Corporate Limits of the City of Spanish Fort.

- 1) Address regional environmental challenges such as comprehensive land use planning, storm water management, and growth practices by helping bay communities develop the tools necessary to strike a balance between growth and development and the wise use and protection of water, land, and living resources; and
- 2) Promote the use of sound, science-based information; and
- 3) Initiate programs and projects that benefit both the citizens and the environment; and
- 4) Implement the community-developed Comprehensive Conservation and Management Plan.

If Agency provides public services both inside and outside the Corporate Limits of the City, then, if requested by the City or its representative, it shall submit an audit report demonstrating that services by the Agency, at least to the extent of the funding herein, shall be and were provided within the Corporate Limits of the City, including an identification of the number of City residents served by said agency.

III. APPROPRIATION

The City shall appropriate funds to the Agency in the following amount for the 2023-2024 fiscal year: **\$5,000 (Five Thousand Dollars)**, said amount to be paid pursuant to a method determined by the City Clerk/Treasurer of the City. The City Clerk/Treasurer of the City or his/her designee shall be the representative of the City for the administration and implementation of the provisions hereof on behalf of the City.

IV. SEPARATE AGREEMENTS

The City shall be under no obligation to the Agency except to the extent set out expressly in this Agreement. Provided, however, in the event there is a separate valid written agreement between the City and Agency, then this Funding Agreement is supplemental thereto, and in the event of a conflict, the terms of the latest written agreement shall prevail.

V. TERM; TERMINATION

The terms of the Agreement shall commence as of the 1st day of October, 2023, and shall continue in force until the 30th day of September, 2024, unless sooner terminated. Provided, however, in the event a new contract is not executed by the commencement of the new fiscal year, the City may elect to continue funding if appropriated by budget or budget continuation provisions and if so, the Agency agrees to remain bound by the terms of the Agreement and to continue to provide all services hereunder until a new funding contract is executed, the contract is otherwise terminated as set forth herein or if the official City budget does not contain an appropriation for the Agency. Either party to this Agreement may, with or without cause, terminate this Agreement as of the first day of any month by giving the other party no less than thirty (30) days written notice thereof. In the event of termination by either party, the Agency shall refund to the City an amount equal to the excess of the total amount appropriated over an amount which bears the same ratio to the total amount appropriated as the month(s) actually performed bear to the total months covered by this Agreement.

VI. NON-DISCRIMINATION AND COMPLIANCE

This Agency hereby covenants and agrees that in performing its responsibilities and obligations hereunder, the Agency, its officers, agents and employees will not, on the grounds of race, color, sex, religion, national origin, or disability, discriminate or permit discrimination against any person or group of persons, in any manner. The Agency further agrees to comply with all applicable state and federal ordinances and regulations, including but not limited, to the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Civil Rights Act of 1964, and any regulations promulgated thereunder. The Agency further agrees to appoint an ADA coordinator. Said coordinator will be responsible for ensuring that the Agency is in compliance with the Americans with Disabilities Act and will advise the City of Spanish Fort ADA Coordinator for services and programs as to the Agency's state of compliance with the Americans with Disabilities Act.

VII. INDEPENDENT CONTRACTOR

It is agreed between the City and the Agency that the Agency is an independent contractor. Neither the City nor its officers, agents or employees shall be liable for damages, claims, actions, or causes of action, brought against the Agency, for the activities of the Agency.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of Agency, and shall not be liable for any debts or obligations incurred by Agency, nor shall the City be deemed or construed to be partner, joint venturer or otherwise interested party in the assets of Agency, or profits earned or derived by Agency, nor shall Agency at any time or times use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies, or other thing or things whatsoever.

Agency in the performance of its operations and obligations hereunder shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as City may from time to time request to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or manner in which services by Agency, provided for herein, are performed, but on the contrary, Agency shall be wholly responsible therefore.

VIII. INDEMNITY

The Agency hereby covenants with the City that it will indemnify and hold the City and its officers, agents and employees harmless for or on account of any claim, suit, cause of action or judgment arising out of or in any manner associated with this Agreement or services provided or performed by Agency or any of its officers, agents, or employees.

IX. NO THIRD PARTY BENEFICIARIES

It is the intent of the parties to this Agreement that they be the only parties to the Agreement and to expressly exclude third party beneficiaries. No person not a party to the Agreement may claim benefits under the Agreement.

X. SERVICE AREA

Agency shall submit, if requested by the City, to the Office of the City Clerk/Treasurer of the City, a written monthly report of the Agency's activities and expenditures, including, but not limited to, information demonstrating that services by the Agency within the Corporate Limits of the City at least equal, if not exceed, the funding from the City for that month. Should the City determine at any time during the term of this Contract that Agency is not providing services within the City Corporate Limits at least equal to the funding herein, then the City may terminate this Agreement immediately. Upon such termination, Agency may be, at the sole discretion of the City, required to refund any funds deemed by the City not to have been appropriately expended within the Corporate Limits.

XI. BOOKS AND RECORDS/REPORTS

Agency shall, at the request of the City, throw open and provide, at a time and place designated by the City, all books, records, accounts, statements and other documents as needed by the City to enable it to conduct a financial and/or operational review or audit of agency operations and/or finances. If Agency refuses to honor the City's request with ten (10) days, it shall refund to the City all funds appropriated to it during the term of the contract. All reports, evaluations and audits required shall be provided by Agency to any person appointed by the City or the Mayor.

XII. AUDIT

The City may require Agency to have its financial records audited by an independent CPA firm. A copy of the audited financial statements will be mailed to the City's City Clerk/Treasurer as soon as possible after the statements are issued.

XIII. OPEN MEETINGS, PUBLIC RECORDS, COMPETITIVE BIDS AND OTHER APPLICABLE LAWS

- A.** As Agency is receiving public funds and/or other things of public value, Agency agrees as follows:
- 1.** To the same and like extent as is applicable to the City of Spanish Fort, all meetings of the governing or controlling body of the Agency or any committee or subcommittee thereof shall be open to the public when any issue or matter involving or relating directly or indirectly to this Agreement is discussed or considered and when there is any discussion or consideration of the use of public funds or things of value provided to the Agency by or through the City.
 - 2.** Public Records. To the same and like extent as is applicable to the City of Spanish Fort pursuant to the State law, all records, documents, letters, minutes, memoranda, etc. of the Agency shall be open to public inspection and copying when the same pertain to any issue or matter involving or relating directly or indirectly to the performance by Agency of this Agreement or the use of public funds or other things of value provided to the agency by or through the City.
 - 3.** Expenditure of Public Funds. To the same and like extent as is applicable to the City pursuant to State law, all expenditures or disbursements of funds received by the Agency, whether directly or indirectly, from the City shall be subject to competitive bidding.

XIV. SEVERABILITY

It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, or otherwise appears to both parties to be invalid, the invalidity of any such covenant, condition, or provision herein contained shall not affect other remaining and valid covenants or conditions herein, unless such invalidity renders performance of the essential elements of the contract impossible.

XV. MISCELLANEOUS CLAUSES

Capacity: Each Party to this Agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That each has full power and capacity to enter into this Agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer, areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C. That to the extent required, each Party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.
- D. That each Party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of the Agreement by such representative fully and completely binds the Party to the terms and conditions hereof.
- E. That absent fraud, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorization for execution exists and has been performed and the other Party shall be entitled to rely upon the same. To the extent a Party is a partnership, limited liability company or joint venture, the execution of this Agreement by any member thereof shall bind the Party and to the extent that the execution of Agreement is limited to a manager, managing partner or specific member, then the person so executing this Agreement is duly authorized to act in such capacity for the Party.
- F. That each party represents and warrants to the other that there is no litigation, claim, or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
- G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to the terms and conditions of the Agreement.

Final Integration: This Agreement together with any amendments, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

Force Majeure: Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents, or contractors.

Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this Agreement are for convenience and reference only, are not a part of the Agreement, and in no way define, describe, extend or limit the scope or intent of this Agreement.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory, "may" is permissive.

Governing Laws: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

Prohibition on Assignment and Delegation: No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable irrespective of such assignment or delegation.

Waiver: Non enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

Ownership of Contract Documents: The Contract Documents, and copies of parts thereof, are furnished and owned by the City. All portions of the Contract Document, and copies of parts thereof, are the instruments of service for this project. They are not to be used on other work and are to be returned to the City on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City. Such user shall hold the City harmless from any and all damages, including reasonable attorney's fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

Fines and Penalties: The Contractor shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the Owner and/or Contractor which are related to the Contractor's operations. The Owner shall deduct the amount of the levied fine or penalty from the Contract amount.

Agreement Date/Counterparts: The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Use of Words and Phrases: The following words and phrases, where used in this document, shall be given the following and respective interpretations. "Herein," "hereby," "hereunder," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in any portion of this Agreement unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first set forth above.

**CITY OF SPANISH FORT, a
Municipal Corporation**

Michael M. McMillan, Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

**MOBILE BAY NATIONAL ESTUARY
PROGRAM**

BY: _____

TITLE: Director, Mobile Bay NEP

Federal Tax ID#: 63-0779657

RESOLUTION NO. 1439-2024

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT BETWEEN THE CITY OF SPANISH FORT, ALABAMA, AND
THE EASTERN SHORE CHAMBER OF COMMERCE**

WHEREAS, it is in the best interest of the citizens of the City of Spanish Fort, Alabama, to secure the services of the Eastern Shore Chamber of Commerce to advertise and promote the City of Spanish Fort.

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

SECTION 1. The Mayor is hereby requested to enter into a contract with the Eastern Shore Chamber of Commerce to provide the services as aforementioned. A copy of the proposed contract is attached hereto as Exhibit A. Said contract shall be in effect for a period of one (1) year and for the amount of Twenty-One Thousand Dollars (\$21,000.00) payable in one payment.

SECTION 2. Any resolution heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Resolution is hereby repealed to the extent of such conflict.

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, CMC
City Clerk

EXHIBIT A

CONTRACT FOR SERVICES

STATE OF ALABAMA
COUNTY OF BALDWIN

This Contract for Services is entered into by and between the City of Spanish Fort, Alabama (hereinafter referred to as “City”), and the Eastern Shore Chamber of Commerce (hereinafter referred to as “Chamber”) on this the ____ day of _____, 2024.

1. The term of the contract is for a period of one (1) year, beginning on the 1st day of July, 2024, and ending on the 30th day of June, 2025.

2. For and in consideration of the sum of Twenty-One Thousand Dollars (\$21,000.00), payable in one lump sum, the Chamber agrees to work with the Mayor, City Council and their agents to advertise and promote the City and keep the City informed of commercial and business activities.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers.

CITY OF SPANISH FORT

**EASTERN SHORE CHAMBER
OF COMMERCE**

By: _____
Michael M. McMillan
Mayor

By: _____
President

ATTEST:

ATTEST:

Rebecca A. Gaines
City Clerk

RESOLUTION NO. 1440-2024

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF SPANISH FORT TO ENTER INTO A CONTRACT FOR SERVICES BETWEEN THE CITY OF SPANISH FORT, ALABAMA, AND THE SPANISH FORT SPORTS ASSOCIATION

WHEREAS, the Spanish Fort Sports Association (“the Association”) provides a valuable service to the City of Spanish Fort and its citizens by providing league play in various sports for the general public within the City; and

WHEREAS, the City has recognized and continues to recognize the benefits conferred upon the City and its citizens as a direct result of the services performed by the Association on an annual basis; and

WHEREAS, the City desires to continue the benefits conferred upon the public as a direct result of the Association’s efforts.

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

The City Council requests and authorizes the Mayor to enter into an agreement with the Association for services rendered to the City of Spanish Fort in the provision of league play in various sports for the general public within the City. In consideration of such services, there is hereby appropriated the sum of Twenty Thousand Dollars (\$20,000.00) to the Spanish Fort Sports Association. A copy of the proposed Agreement is attached hereto as Exhibit A.

ADOPTED and APPROVED this _____ *day of* _____, **2024.**

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

Exhibit A

AGREEMENT

This Agreement is entered into on this the ____ day of _____, 2024, by and between the CITY OF SPANISH FORT (“City”) and the SPANISH FORT SPORTS ASSOCIATION (“the Association”).

WHEREAS, the Spanish Fort Sports Association provides a valuable service to the City of Spanish Fort and its citizens by providing league play in various sports for the general public within the City; and

WHEREAS, the City has recognized and continues to recognize the benefits conferred upon the City and its citizens as a direct result of the services performed by the Association on an annual basis; and

WHEREAS, the parties desire to enter into an agreement to continue the aforesaid benefits conferred upon the citizens of the City.

WITNESSETH:

For and in consideration of the premises contained herein, the parties hereby agree as follows:

1. The City hereby agrees to provide to the Association the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) as consideration for the services to be performed by the Association
2. The Association agrees to provide league play in various sports for the general public within the City, without discrimination, and the Association shall be responsible for all aspects of the programs.
3. The term of this Agreement shall be for the remainder of the 2024 calendar year.

DONE THIS ____ DAY OF _____, 2024.

.

Michael M. McMillan, Mayor

ATTEST:

Rebecca A. Gaines, City Clerk

SPANISH FORT SPORTS
ASSOCIATION

By: _____

Its: _____

RESOLUTION NO. 1441-2024

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE

WHEREAS, the Baldwin County Economic Development Alliance (BCEDA) is an organization which was established for the purpose of retaining and expanding existing and new businesses and industries in Baldwin County; and

WHEREAS, the City of Spanish Fort recognizes that the retention and expansion of business and industry in Baldwin County will produce positive economic growth in the area; and

WHEREAS, the City of Spanish Fort wishes to retain the services of the BCEDA program in order to promote economic growth in Spanish Fort and Baldwin County.

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

SECTION 1. That the sum of Five Thousand Dollars (\$5,000.00) is hereby appropriated from the Fiscal Year 2023-2024, as payment for services to be performed by BCEDA.

SECTION 2. That the Mayor is hereby authorized to execute the agreement attached hereto as Exhibit A on behalf of the City of Spanish Fort, subject to any changes approved by the Mayor.

ADOPTED AND APPROVED this _____ day of _____, 2024.

Michael M. McMillan
Mayor

Rebecca A. Gaines
City Clerk/Treasurer

Exhibit A

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT is made and entered into on this the ____ day of ____, 2024, but effective as of the 1st day of October, 2023, by and between THE CITY OF SPANISH FORT, ALABAMA (hereinafter referred to as City), and THE BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE (hereinafter referred to as ALLIANCE).

WITNESSETH:

WHEREAS, the City Council has determined that the welfare of the CITY'S citizens requires a healthy and diverse economy; and

WHEREAS, the City Council desires to have the ALLIANCE perform certain services during the 2023-2024 Fiscal Year.

NOW, THEREFORE, the City Council authorizes its Mayor to execute an agreement with the ALLIANCE for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto do AGREE as follows:

1. The term of this agreement shall begin upon the execution hereof and shall end on September 30, 2024.
2. The CITY Fiscal Year runs from October 1st to September 30th each year. During the fiscal year of the contract, City agrees to pay to the ALLIANCE for support of the ALLIANCE, contingent on appropriations, the sum of \$5,000.00 for the Fiscal Year 2023-2024.
3. The ALLIANCE shall perform the following services in conjunction with and for the benefit of the CITY, to wit:
 - a) To provide and administer economic development service for the CITY;
 - b) To seek, discover and endeavor to attract and promote new and expanding commercial prospects within Baldwin County, Alabama, and the City, and to create new jobs and employment, economic improvements and expansion for the benefit of the citizens of Baldwin County, Alabama, and the City;
 - c) To gather, keep updated, research and distribute information and data to be used as advertisements and presentations to general and specific business and industrial prospects;
 - d) To develop and secure tools of the trade such as maps, charts, photos, topos, briefing facilities, brochures, reports, etc., necessary and required to adequately promote new and expanding business and industry;
 - e) To work with existing businesses for expansions, problem solving, counseling and other services pertinent to their expansion;
 - f) To work for the mutual economic and industrial development of the CITY and pursuant thereto to maintain contact, cooperate and work closely with other agencies and organizations with similar purposes such as: Alabama Department of Economic and Community Affairs/Alabama Development Office; Industrial Development Departments of Public and Private Utilities; Local, Area and Regional Planning and Development Agencies; Highway, Air and Water Transportation Development Organizations; and all other groups, organizations, agencies and individuals pertinent to the purposes stated herein;
 - g) To implement a public/private partnership program for economic development in Baldwin County, Alabama; and
 - h) To recruit new economic development investment.
4. Notwithstanding any of the provisions of this AGREEMENT, it is understood and agreed that the CITY has no financial interest in the business of the ALLIANCE and shall not be liable for any debts or obligations incurred by the ALLIANCE, nor shall the CITY be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the ALLIANCE, or profits earned or derived by the ALLIANCE, nor shall the ALLIANCE at any time or times use the name or credit of the CITY in purchasing, or attempting to purchase, equipment, supplies or other things whatsoever.

5. The ALLIANCE, in the performance of its duties, responsibilities and obligations hereunder, shall not be deemed to be an agent of the CITY but shall take all steps at its own expense, as the CITY may from time-to-time request, to indicate and assure that it is an independent contractor. The CITY does not, and will not assume any responsibility for, the means or manner in which services by the ALLIANCE provided for herein are performed, but on the contrary, the ALLIANCE shall be wholly responsible therefore.
6. The ALLIANCE shall not transfer or assign this AGREEMENT or any of the rights or privileges granted herein without the prior written consent of the CITY, and the ALLIANCE shall comply strictly with all the laws of Baldwin County, Alabama, the State of Alabama, the United States of America and all the rules and regulations of all applicable agencies thereof.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals on the day and year first written above.

Michael M. McMillan
Mayor of the City of Spanish Fort

ATTEST:

Rebecca A. Gaines
City Clerk/Treasurer

Lee Lawson,
President and CEO
Baldwin County Economic
Development Alliance, Inc.

RESOLUTION NO. 1442-2024

A RESOLUTION AUTHORIZING THE MAYOR TO CONTRACT WITH CARE HOUSE, INC., D/B/A THE BALDWIN COUNTY CHILD ADVOCACY CENTER, FOR SERVICES PROVIDED TO THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, the City and the Spanish Fort Police Department have provided for the safety, welfare and security of its citizens by utilizing the services of Care House, Inc., doing business as the Baldwin County Child Advocacy Center (“the Child Advocacy Center”), for investigation and interview services for children who are crime victims; and

WHEREAS, the Child Advocacy Center is willing to provide such services to the citizens of the City, the Spanish Fort Police Department and to those children who are crime victims; and

WHEREAS, it is in the best interest of the citizens of the City of Spanish Fort, for the City to contract with the Child Advocacy Center for the valuable services it provides to the City of Spanish Fort, the Spanish Fort Police Department and crime victims in the City of Spanish Fort.

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

SECTION 1. In accordance with the Fiscal Year 2023-24 Budget adopted by the City Council, the Mayor is hereby authorized to execute a Contract for Services with Care House Inc., doing business as the Baldwin County Child Advocacy Center, for services provided to the City of Spanish Fort, the Spanish Fort Police Department and children who are crime victims in the City of Spanish Fort. A copy of the proposed Contract for Services is attached as Exhibit A, subject to any changes deemed necessary by the Mayor.

SECTION 2. Any Resolution heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Resolution is hereby repealed to the extent of such conflict.

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.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED this ____ day of ____ 2023.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

CONTRACT FOR SERVICES

This Contract for Services is executed by and between the City of Spanish Fort, Alabama, an Alabama municipal corporation (hereinafter referred to as "City"), and The Care House, Inc., d/b/a The Baldwin County Child Advocacy Center (hereinafter referred to as "The Child Advocacy Center"), on this the ____ day of _____, 2024, but effective as of October 1, 2023.

1. The term of the contract is for a period of one (1) year, beginning on the 1st day of October, 2023, and ending on the 30th day of September, 2024, for the sum of \$1,000.00.

2. The Child Advocacy Center agrees to provide services to the citizens of the City, the Spanish Fort Police Department and to those who are crime victims by providing assistance in investigations and providing interview services for children who are crime victims, among other services.

IN WITNESS WHEREOF, the parties to this Contract for Services, by and through their duly authorized representatives, have executed this Contract for Services on the days and dates set out below.

CITY OF SPANISH FORT, ALABAMA

By: _____
MICHAEL M. MCMILLAN / Date: _____
Its: MAYOR

ATTEST:

By: _____
REBECCA A. GAINES
Its: CITY CLERK

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that MICHAEL M. MCMILLAN, whose name as Mayor of The City of Spanish Fort, Alabama, an Alabama municipal corporation, and REBECCA A. GAINES, whose name as City Clerk, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers 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: _____

THE CARE HOUSE, INC., D/B/A THE
BALDWIN COUNTY CHILD
ADVOCACY CENTER

By: _____ / Date
Its: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____ of THE CARE HOUSE, INC., D/B/A THE BALDWIN COUNTY CHILD ADVOCACY CENTER, 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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

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

RESOLUTION NO. 1444-2024

A RESOLUTION ADOPTING THE GENERAL OPERATIONS BUDGET FOR FISCAL YEAR 2024-2025

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

WHEREAS, the City Council desires to adopt the proposed budget attached hereto as Exhibit A for the 2024-2025 Fiscal Year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, that the proposed General Operations Budget for Fiscal Year 2024-2025, which is attached hereto as Exhibit 1, is hereby approved and adopted.

ADOPTED and APPROVED this ___ day of _____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

Exhibit 1

FY 2024-2025
CITY OF SPANISH FORT
GENERAL OPERATIONS BUDGET

FY '24-'25 Revenue (After Pass Through Monies)	\$11,233,400.00
10% Reserve	<1,123,340.00>
Transfer In	\$50,000.00
Pass Through Monies	\$7,737,903.00
FY '23-'24 Carry Over	\$4,380,417.00
Total	\$22,278,380.00
FY '24-'25 Expense	\$22,278,380.00

		Revenue				
GL Account	Description	22-23 Budget	22-23 Actual	23-24 Budget	23-24 Actual through 7/31	24-25 Budget
01-5004	Advalorem - General	\$756,439.00	\$766,888.82	\$975,000.00	\$965,335.22	\$1,100,000.00
01-5005	Advalorem - Auto	\$115,000.00	\$108,014.73	\$130,000.00	\$128,103.62	\$140,000.00
01-5021	Beer Tax	\$206,000.00	\$144,788.82	\$193,000.00	\$154,658.84	\$190,000.00
01-5022	Wine Tax	\$25,000.00	\$14,707.99	\$20,000.00	\$14,395.53	\$18,000.00
01-5025	Sales Tax - Internet	\$550,000.00	\$533,792.28	\$700,000.00	\$683,452.68	\$810,000.00
01-5030	Sales Tax Auto	\$27,000.00	\$21,370.12	\$27,000.00	\$15,386.98	\$22,000.00
01-5031	Sales Tax General	\$5,000,000.00	\$3,984,889.33	\$5,000,000.00	\$4,313,140.06	\$5,050,000.00
01-5035	Rental Tax	\$65,000.00	\$58,775.30	\$75,000.00	\$61,404.89	\$75,000.00
01-5040	Use Tax & Excise	\$600,000.00	\$504,533.64	\$610,000.00	\$456,987.64	\$600,000.00
01-5045	Tobacco Tax	\$60,000.00	\$45,562.82	\$60,000.00	\$43,772.64	\$58,000.00
01-5047	Gasoline Tax	\$55,000.00	\$43,219.24	\$55,000.00	\$50,103.28	\$55,000.00
01-5200	Merchants	\$185,000.00	\$186,279.00	\$186,000.00	\$188,823.00	\$450,000.00
01-5201	Penalty-Bus Lic	\$3,300.00	\$3,197.43	\$3,000.00	\$4,139.71	\$3,000.00
01-5202	Penalty--Permits		\$1,550.00		\$4,198.00	
01-5210	Permits	\$185,000.00	\$122,748.00	\$163,000.00	\$72,802.00	\$100,000.00
01-5211	MC/VISA Credit Card Fees				\$112.66	
01-5220	Subdiv/Zoning Fees	\$10,000.00	\$20,697.45	\$23,000.00	\$17,472.65	\$20,000.00
01-5250	Insurance Companies	\$120,000.00	\$124,768.13	\$124,000.00	\$126,060.39	\$125,000.00
01-5300	Cable Tv	\$22,000.00	\$17,873.79	\$22,000.00	\$14,855.23	\$22,000.00
01-5320	Baldwin County Sewer Service	\$72,000.00	\$44,710.85	\$60,000.00	\$41,179.90	\$60,000.00
01-5325	Spire	\$18,000.00	\$23,420.21	\$18,000.00	\$25,619.00	\$20,000.00
01-5330	City Of Daphne	\$22,000.00	\$16,851.82	\$22,000.00	\$17,263.14	\$23,000.00
01-5335	City Of Fairhope	\$24,000.00	\$16,892.45	\$24,000.00	\$18,483.93	\$24,000.00
01-5340	Electric-AI Power	\$20,000.00	\$16,993.25	\$20,000.00	\$19,339.13	\$20,000.00
01-5345	At&t Franchise	\$15,000.00	\$10,022.29	\$15,000.00	\$6,558.40	\$12,000.00

GL Account	Description	22-23 Budget	22-23 Actual	23-24 Budget	23-24 Actual through 7/31	24-25 Budget
01-5350	Electric-Riviera	\$650,000.00		\$650,000.00		\$750,000.00
01-5355	Baldwin Emc	\$30,000.00	\$33,199.66	\$35,000.00	\$32,499.70	\$35,000.00
01-5370	Fines	\$180,000.00	\$156,270.84	\$200,000.00	\$124,057.41	\$150,000.00
01-5375	Correction Fund	\$12,000.00	\$11,433.50	\$14,000.00	\$10,135.50	\$13,000.00
01-5450	Abc Sales	\$54,000.00	\$51,962.28	\$60,000.00	\$49,641.84	\$60,000.00
01-5500	Financial Inst. Excise Tax	\$71,000.00	\$40,426.92	\$53,000.00	\$32,712.52	\$52,000.00
01-5550	Oil Production	\$100.00	\$145.84	\$100.00	\$169.77	\$100.00
01-5552	State Local Assessment Fee		\$258.70		\$326.52	
01-5553	Opioid Recover Fund				\$1,801.40	
01-5700	Pd-Reports	\$3,000.00	\$2,698.57	\$3,000.00	2283.1	\$3,000.00
01-5800	Issuance Fees	\$26,000.00	\$30,532.00	\$32,000.00	\$30,924.00	\$32,000.00
01-5810	Service Charge-Returned Checks	\$100.00	\$70.00	\$100.00		\$100.00
05849	Bullet Proof Vest Grant				\$2,537.00	
5851	CALEA Grant				\$2,185.54	
01-5900	Miscellaneous	\$20,000.00	\$14,302.60	\$20,000.00	\$21,139.28	\$20,000.00
01-5901	Children's Park	\$2,000.00	\$2,283.00	\$2,500.00	\$1,275.00	\$2,000.00
01-5905	Postage-Reimb Pc	\$1,300.00	\$2,670.00	\$2,400.00	\$2,430.00	\$2,000.00
01-5906	Bc Commission-Mosquito Control	\$10,800.00		\$10,800.00	\$12,954.51	\$12,000.00
01-5907	Insurance Claims Reimbursement		\$373.00		\$93,330.90	
01-5909	Unclaimed Property				\$10,451.02	
01-5910	Interest Earned	\$10,000.00	\$105,751.93	\$145,000.00	\$495,391.00	\$400,000.00
01-5912	Property Rental	\$41,000.00	\$27,433.36	\$41,000.00	\$17,333.35	
01-5916	Delta Woods & Water Expo	\$10,000.00	\$5,625.00	\$10,000.00	\$17,950.00	\$15,000.00
01-5921	Community Center Rental	\$15,000.00	\$10,035.00	\$12,000.00	\$12,250.00	\$12,000.00
01-5922	Transfer In/Out				\$81,104.88	\$50,000.00
01-5923	State Library	\$12,123.00	\$9,092.88	\$12,000.00	\$10,394.97	\$12,000.00

GL Account	Description	22-23 Budget	22-23 Actual	23-24 Budget	23-24 Actual through 7/31	24-25 Budget
01-5924	Library Fees/Copies	\$5,800.00	\$5,342.95	\$5,800.00	\$7,267.86	\$6,000.00
01-5925	Library Donation		\$2,451.00		\$1,024.70	
01-5926	S.R.O.	\$200,000.00	\$197,340.48	\$240,000.00	\$73,977.81	\$240,000.00
01-5927	Library Grants		\$3,000.00	\$27,000.00	\$2,000.00	\$50,250.00
01-5928	American Rescue Plan					\$2,046,424.00
01-5931	Gomesa Valor Park	\$1,922,500.00		\$2,811,429.00		\$2,711,429.00
01-5933	GOMESA HONOR PARK					\$3,000,000.00
01-5935	Senior Center Donations				\$500.00	
01-6001	Fire Tax	\$218,000.00	\$131,265.09	\$231,000.00	\$326,208.18	\$350,000.00
01-6002	Police Property Auction -- Gen. Fund		\$496.00		\$935.00	
01-6007	Rebuild Alabama Grant			\$184,372.00	\$184,372.50	
01-6008	Assistance to Firefighters Grant			\$40,000.00	\$38,095.23	
01-6009	GOMESA Shellbank				\$2,250,000.00	
01-6010	Cops Hiring Grant				\$25,000.00	
		\$11,650,462.00		\$13,367,501.00	\$11,418,309.01	\$19,021,303.00

GL Account	Description	22-23 Budget	22-23 Actual	23-24 Budget	23-24 Actual through 7/31	24-25 Budget
	EXPENSE					
	Personnel Expenses -- ADMIN					
01-7014	Salary - Mayor	\$40,380.00	\$30,285.00	\$40,380.00	\$33,650.00	\$40,380.00
01-7016	Salary - Council	\$63,120.00	\$47,340.00	\$63,120.00	\$52,600.00	\$63,120.00
01-7018	Salary - Administrative	\$345,068.00	\$253,984.93	\$403,000.00	\$321,148.63	\$417,871.00
01-7022	Salary - Judge	\$22,240.00	\$14,358.60	\$20,794.00	\$15,954.00	\$21,314.00
01-7060	State Unemployment Tax-Alabama	\$460.00	\$232.51	\$550.00	\$123.91	\$553.00
01-7063	Fica Expense - City	\$36,050.00	\$26,466.55	\$40,358.00	\$32,386.49	\$35,728.00
01-7065	Employee Retirement Expense	\$27,115.00	\$19,569.98	\$31,414.00	\$25,251.89	\$27,878.00
01-7067	Employee Medical Insurance	\$59,400.00	\$46,854.00	\$72,300.00	\$49,175.00	\$50,640.00
01-7080	Worker's Compensation	\$2,500.00	\$1,774.14	\$2,100.00	\$2,706.54	\$3,100.00
		\$596,333.00	\$440,865.71	\$674,016.00	\$532,996.46	\$660,584.00
	Expenses -- Professional Services					
01-7105	Legal Services,Fees And Cost	\$275,000.00	\$189,803.91	\$275,000.00	\$129,707.24	\$225,000.00
01-7107	Court Prosecutor	\$19,062.00	\$11,945.60	\$19,538.00	\$13,438.80	\$20,027.00
01-7120	Audit & Accounting Services	\$38,000.00	\$65,546.60	\$40,000.00	\$52,267.48	\$45,000.00
01-7130	Engineering Services	\$90,000.00	\$45,715.00	\$90,000.00	\$16,316.55	\$70,000.00
01-7180	Tax Collector Expense	\$85,000.00	\$40,070.00	\$85,000.00	\$64,924.20	\$85,000.00
01-7190	Professional Services	\$20,000.00	\$15,664.62	\$14,000.00	\$8,920.00	\$24,000.00
01-7196	Court Monthly Remittances	\$75,000.00	\$69,454.62	\$92,000.00	\$59,506.75	\$90,000.00
01-7197	Court	\$20,000.00	\$15,234.78	\$21,000.00	\$20,332.68	\$23,000.00
		\$622,062.00	\$453,435.13	\$636,538.00	\$365,413.70	\$582,027.00

GL Account	Description	22-23 Budget	22-23 Actual	23-24 Budget	23-24 Actual through 7/31	24-25 Budget
	Expenses-- General Administration					
01-7200	Rental Expense	\$400.00	\$0.00	\$400.00	\$345.79	\$500.00
01-7210	Utility Expense	\$130,000.00	\$87,133.40	\$130,000.00	\$125,579.98	\$150,000.00
01-7215	Telephone Expense	\$15,000.00	\$8,334.72	\$15,000.00	\$12,821.52	\$16,000.00
01-7230	Continuing Education & Travel	\$1,000.00	\$4,049.50	\$4,000.00	\$2,823.44	\$4,000.00
01-7235	Conference Expense & Travel	\$6,000.00	\$0.00	\$3,000.00	\$1,384.38	\$3,000.00
01-7240	Dues & Memberships	\$40,800.00	\$6,541.00	\$40,800.00	\$9,839.00	\$44,500.00
01-7245	Publications & Newspapers	\$15,000.00	\$3,014.20	\$12,000.00	\$1,760.28	\$10,000.00
01-7252	Fuel/Oil	\$2,000.00	\$157.56	\$2,000.00	\$193.51	\$2,000.00
01-7260	Casualty Insurance	\$155,000.00	\$175,601.00	\$193,000.00	\$192,147.00	\$240,000.00
01-7270	Freight	\$100.00	\$0.00	\$100.00		\$100.00
01-7275	Beautification/Decorations	\$40,000.00	\$37,544.91	\$50,000.00	\$63,252.52	\$50,000.00
01-7280	Recording Fees	\$2,000.00	\$45.00	\$2,000.00	\$699.40	\$2,000.00
01-7290	Recreational	\$158,500.00	\$17,580.00	\$168,500.00	\$16,170.00	\$165,000.00
01-7292	Interest Expense Warrant	\$0.00	\$0.00			
01-7295	Education	\$127,000.00	\$49,176.80	\$100,000.00	\$65,735.46	\$125,000.00
01-7298	Delta Woods & Waters Expo	\$13,000.00	\$20,288.89	\$15,000.00	\$21,469.90	\$18,000.00
01-7299	Spanish Fort Elementary School Softball Fields				\$30,364.00	
01-7390	Miscellaneous Expenses	\$20,000.00	\$18,052.01	\$22,000.00	\$10,923.98	\$20,000.00
		\$725,800.00	\$427,518.99	\$757,800.00	\$555,510.16	\$850,100.00

GL Account	Description	22-23 Budget	22-23 Actual	23-24 Budget	23-24 Actual through 7/31	24-25 Budget
	Expenses - Supplies and Parts					
01-7400	General Supplies & Maintenance	\$10,000.00	\$3,891.43	\$8,000.00	\$1,846.93	\$6,000.00
01-7410	Printing	\$2,000.00	\$0.00	\$1,000.00	\$895.75	\$1,000.00
01-7420	Office Suplies	\$2,500.00	\$1,854.22	\$2,500.00	\$1,947.02	\$2,500.00
01-7430	Postage	\$5,000.00	\$5,394.55	\$7,000.00	\$6,782.75	\$7,000.00
01-7440	City Computer Expense	\$70,000.00	\$14,695.54	\$70,000.00	\$22,589.59	\$55,000.00
01-7450	Furniture And Fixtures	\$5,000.00	\$0.00	\$5,000.00	\$356.97	\$4,000.00
		\$94,500.00	\$25,835.74	\$93,500.00	\$34,419.01	\$75,500.00

GL Account	Description	22-23 Budget	22-23 Actual	23-24 Budget	23-24 Actual through 7/31	24-25 Budget
Expenses -- Repairs and Maintenance						
01-7500	Equipment Lease	\$5,200.00	\$4,356.85	\$5,500.00	\$4,454.36	\$5,500.00
01-7510	Vehicle/Equipment Maintenance	\$3,000.00	\$0.00	\$3,000.00		\$2,000.00
01-7520	Property/Building Maintenance	\$70,000.00	\$107,742.39	\$650,000.00	\$248,920.25	\$500,000.00
01-7530	Saferoom	\$5,000.00	\$20,188.54	\$5,000.00	\$5,467.19	\$5,000.00
		\$83,200.00	\$132,287.78	\$663,500.00	\$258,841.80	\$512,500.00
Expenses -- Property/Capital						
01-7600	Capital Projects	\$150,000.00	\$111,800.54	\$200,000.00		\$150,000.00
01-7605	Capital Purchases		\$3,075.95	\$8,000.00	\$40,017.00	\$10,000.00
01-7608	Land Purchases					\$0.00
01-7647	Sidewalks	\$211,000.00	\$12,698.32	\$318,500.00	\$2,420.00	\$280,000.00
01-7648	Community Events	\$8,000.00	\$6,158.11	\$8,000.00	\$8,271.70	\$10,000.00
01-7652	Wakefield Drainage Restoration		\$16,249.90		\$12,530.00	
01-7653	Gomesa Hudson--Causeway		\$111,021.16			
01-7654	Gomesa Honor Park		\$6,812.63			
01-7656	GOMESA Shellbank				\$2,190,914.12	
		\$369,000.00	\$267,816.61	\$534,500.00	\$2,254,152.82	\$450,000.00

GL Account	Description	22-23 Budget	22-23 Actual	23-24 Budget	23-24 Actual through 7/31	24-25 Budget
	Expenses -- Police					
01-7700	Operation Supplies	\$19,693.00	\$20,074.97	\$22,000.00	\$22,516.65	\$35,000.00
01-7701	Education	\$4,000.00	\$749.63	\$3,000.00	\$3,057.49	\$5,000.00
01-7702	Uniforms	\$15,000.00	\$7,923.77	\$12,000.00	\$15,826.73	\$20,000.00
01-7705	Capital Purchases	\$558,734.00	\$161,090.51	\$275,274.00	\$173,974.12	\$396,364.00
01-7706	Lease Purchase	\$2,000.00	\$1,751.12	\$2,600.00	\$540.62	\$2,500.00
01-7709	Building Maintenance	\$5,000.00	\$7,142.44	\$8,000.00	\$21,767.30	\$10,000.00
01-7710	Vehicle Maintenance	\$42,000.00	\$59,758.28	\$47,000.00	\$63,726.17	\$50,000.00
01-7711	Utilities	\$10,000.00	\$10,383.77	\$15,500.00	\$14,349.32	\$16,000.00
01-7712	Maintenance-Radio & Equipment	\$5,000.00	\$7,798.50	\$12,000.00	\$7,194.44	\$12,000.00
01-7715	Telephones	\$27,000.00	\$13,532.95	\$25,000.00	\$22,805.86	\$25,000.00
01-7717	Printing - Pd	\$500.00	\$212.83	\$500.00	\$430.00	\$500.00
01-7718	Salary - Police Department	\$1,763,540.00	\$1,395,022.99	\$1,969,267.00	\$1,589,282.93	\$2,137,728.00
01-7719	Salary - Dispatcher	\$181,000.00	\$109,641.06	\$196,419.00	\$173,320.82	\$204,756.00
01-7720	Office Suplies	\$2,000.00	\$1,190.68	\$2,000.00	\$1,733.46	\$2,500.00
01-7730	Training & Travel	\$20,000.00	\$21,107.58	\$22,500.00	\$22,843.46	\$25,000.00
01-7740	Dues & Membership	\$8,700.00	\$4,973.56	\$12,835.00	\$14,500.50	\$27,920.00
01-7745	Computer Expense	\$30,000.00	\$32,431.51	\$32,500.00	\$38,211.99	\$32,500.00
01-7750	Prisoners	\$20,000.00	\$21,250.00	\$28,000.00	\$8,950.00	\$25,000.00
01-7752	Fuel/Oil	\$100,000.00	\$80,330.14	\$107,000.00	\$82,900.62	\$107,000.00
01-7760	State Unemployment Tax-Alabama	\$3,000.00	\$766.25	\$3,000.00	\$577.00	\$3,036.00
01-7763	Fica Expense - City Pd	\$151,000.00	\$115,106.79	\$151,000.00	\$134,687.06	\$202,443.00
01-7765	Employee Retirement Expense	\$150,000.00	\$110,290.96	\$168,000.00	\$134,883.41	\$187,446.00
01-7767	Employee Medical Insurance	\$354,000.00	\$304,578.00	\$410,000.00	\$367,275.00	\$476,280.00
01-7770	Freight	\$100.00	\$12.97	\$100.00	\$59.79	\$100.00
01-7780	Worker's Compensation	\$44,000.00	\$33,290.33	\$44,000.00	\$37,622.39	\$38,594.00

GL Account	Description	22-23 Budget	22-23 Actual	23-24 Budget	23-24 Actual through 7/31	24-25 Budget
01-7790	Miscellaneous Expenses	\$2,000.00	\$2,102.74	\$2,200.00	\$2,931.98	\$3,000.00
01-7791	Calea Grant - General Fund	\$20,000.00	\$20,853.66	\$4,000.00	\$2,988.20	
01-7792	JAG Grant General Fund				\$50,007.20	
		\$3,538,267.00	\$2,543,367.99	\$3,550,695.00	\$3,008,964.51	\$4,045,667.00

GL Account	Description	22-23 Budget	22-23 Actual	23-24 Budget	23-24 Actual through 7/31	24-25 Budget
	Expenses - Other					
01-8020	Election	\$0.00		\$10,000.00		\$20,000.00
01-8220	Bonds - Esc	\$587,000.00	\$439,738.29	\$587,000.00	\$488,598.10	\$587,000.00
01-8221	5m Comm Center Loan	\$500,000.00	\$434,060.80	\$500,000.00	\$424,910.57	\$500,000.00
01-8223	Bank Fees & Charges	\$1,000.00	\$51.41	\$1,000.00	\$188.13	\$1,000.00
01-8225	Transfer In/Out			\$1,115,672.00	\$1,113,838.37	
01-8827	General Warrant Payment					\$1,115,672.00
		\$1,088,000.00	\$873,850.50	\$1,098,000.00	\$2,027,535.17	\$2,223,672.00

GL Account	Description	22-23 Budget	22-23 Actual	23-24 Budget	23-24 Actual through 7/31	24-25 Budget
	Expenses -- Parks					
01-8305	Salaries	\$115,000.00	\$57,260.21	\$156,618.00	\$79,366.83	\$235,000.00
01-8306	Fica	\$8,800.00	\$4,380.42	\$11,981.00	\$6,071.54	\$20,080.00
01-8307	Retirement	\$8,950.00	\$3,617.50	\$12,200.00	\$5,358.33	\$18,300.00
01-8308	Insurance	\$14,000.00	\$4,588.00	\$46,560.00	\$13,015.00	\$67,800.00
01-8309	Unemployment	\$368.00	\$87.31	\$308.00	\$61.86	\$560.00
01-8310	Workers Comp	\$6,800.00	\$2,852.60	\$6,000.00	\$2,847.41	\$3,600.00
01-8311	Telephones	\$1,000.00	\$349.39	\$1,000.00	\$468.02	\$1,000.00
01-8312	Fuel	\$6,000.00	\$2,520.64	\$6,000.00	\$3,222.95	\$5,000.00
01-8313	Uniforms	\$750.00	\$547.45	\$1,000.00	\$200.00	\$1,000.00
01-8314	Training	\$250.00		\$250.00		\$250.00
01-8315	Supplies	\$1,000.00	\$1,820.76	\$3,000.00	\$375.63	\$2,000.00
01-8316	Tools	\$1,000.00	\$74.69	\$1,000.00	\$365.92	\$2,000.00
01-8317	Maintenance	\$10,000.00	\$364.02	\$5,000.00	3208.05	\$5,000.00
01-8319	Kids	\$4,000.00	\$944.33	\$4,000.00	\$1,536.95	\$3,000.00
01-8320	Integrity	\$42,000.00	\$26,319.01	\$42,000.00	\$45,635.60	\$42,000.00
01-8321	Spirit	\$60,000.00	\$328,003.94	\$60,000.00	\$67,976.06	\$20,000.00
01-8322	Dog			\$10,000.00	\$7,198.21	\$10,000.00
01-8323	Capital Purchase	\$20,000.00		\$20,000.00		\$5,000.00
	Town Center			\$10,000.00		\$20,000.00
	Honor Park					\$3,000,000.00
		\$299,918.00	\$433,730.27	\$396,917.00	\$236,908.36	\$3,461,590.00

GL Account	Description	22-23 Budget	22-23 Actual	23-24 Budget	23-24 Actual through 7/31	24-25 Budget
	Expenses -- Public Works					
01-8800	Salaries	\$159,441.00	\$114,548.10	\$282,030.00	\$227,063.79	\$392,000.00
01-8801	State Unemployment Tax-Alabama	\$460.00	\$175.94	\$644.00	\$176.21	\$740.00
01-8802	Fica Expense - City	\$12,197.00	\$8,762.94	\$23,800.00	\$17,370.39	\$33,500.00
01-8803	Employee Retirement Expense	\$12,420.00	\$8,279.62	\$24,236.00	\$17,963.60	\$26,750.00
01-8804	Employee Medical Insurance	\$36,000.00	\$25,234.00	\$53,172.00	\$53,473.00	\$84,200.00
01-8805	Worker's Compensation	\$6,118.00	\$4,933.03	\$6,500.00	\$7,253.02	\$6,500.00
01-8807	Uniforms	\$750.00	\$365.28	\$750.00	\$220.82	\$1,000.00
01-8808	Inmate Labor	\$14,000.00	\$5,876.67	\$14,000.00	\$5,675.59	\$10,000.00
01-8809	Continuing Education	\$500.00	\$0.00	\$500.00		\$500.00
01-8811	Telephones	\$1,500.00	\$443.57	\$1,000.00	\$873.75	\$1,000.00
01-8828	Equipment Maintenance	\$8,000.00	\$9,698.52	\$15,000.00	\$8,474.18	\$13,000.00
01-8829	Fuel & Oil	\$12,000.00	\$9,075.63	\$15,000.00	\$9,955.05	\$13,000.00
01-8830	Tools	\$2,500.00	\$1,500.05	\$2,500.00	\$7,190.30	\$7,500.00
01-8831	Capital Purchases	\$25,000.00		\$93,000.00	\$86,803.51	\$75,000.00
01-8832	Animal Shelter	\$2,500.00	\$1,171.41	\$2,500.00	\$63,885.52	\$2,500.00
01-8833	Contract Services	\$17,000.00	\$3,240.00	\$42,000.00	\$35,747.02	\$45,000.00
01-8834	Hwy 31 Miscellaneous	\$125,000.00		\$300,000.00	\$229,060.20	\$30,000.00
		\$435,386.00	\$193,304.76	\$876,632.00	\$771,185.95	\$742,190.00

GL Account	Description	22-23 Budget	22-23 Actual	23-24 Budget	23-24 Actual through 7/31	24-25 Budget
	Expenses -- Capital and Drainage					
01-8850	Capital Purchase	\$10,000.00		\$5,000.00		\$5,000.00
01-8851	Capital Improvement	\$275,000.00	\$212,017.45	\$265,334.00		\$265,334.00
01-8852	Fire Station 1					
01-8853	Drainage-Miscellaneous	\$20,000.00	\$1,373.69	\$20,000.00	\$30,262.90	\$30,000.00
01-8854	Environmental Projects	\$603,984.00		\$200,000.00		\$200,000.00
01-8855	Wakefield Drain/Restor Loan	\$15,000.00	\$12,640.00	\$15,000.00	\$2,420.00	\$15,000.00
01-8856	American Rescue Plan	\$2,090,912.00	\$154,899.40	\$1,765,564.00	\$155,398.86	\$1,500,000.00
01-8857	Gomesa Valor Park	\$1,922,500.00		\$2,811,479.00	\$114,301.38	\$2,711,479.00
01-8858	Rebuild Alabama			\$368,744.00	\$294,473.12	
	Comprehensive Plan					
		\$4,937,396.00		\$5,451,121.00	\$596,856.26	\$4,726,813.00

GL Account	Description	22-23 Budget	22-23 Actual	23-24 Budget	23-24 Actual through 7/31	24-25 Budget
	Expenses Fire Department					
01-9801	Professional Services-- General Fund		\$15,665.05	\$26,250.00	\$20,222.95	\$22,000.00
01-9804	Training & Travel -- General Fund		\$5,382.92	\$13,500.00	\$6,277.45	\$23,000.00
01-9806	Postage -- General Fund		\$51.15	\$750.00	\$215.96	\$750.00
01-9807	Printing -- General Fund		\$258.08	\$750.00	\$244.21	\$750.00
01-9808	Maintenance Radio and Equip. GF		\$18,210.59	\$31,250.00	\$17,897.59	\$31,900.00
01-9809	Vehicle Maintenance -- GF		\$110,050.93	\$85,000.00	\$96,202.08	\$85,000.00
01-9810	Telephones -- GF		\$3,609.91	\$4,875.00	\$5,566.18	\$4,875.00
01-9812	Capital Purchses -- GF		\$2,161.12	\$97,750.00	\$81,611.85	\$48,000.00
01-9824	Uniforms --GF		\$7,439.31	\$10,000.00	\$5,263.70	\$11,500.00
01-9825	Building/Hydrant Maint. --GF		\$7,537.47	\$28,500.00	\$29,512.88	\$16,000.00
01-9827	Dues & Memberships -- GF		\$3,696.34	\$750.00	\$332.00	\$950.00
01-9830	Office Supplies -- GF		\$1,760.69	\$8,900.00	\$7,452.21	\$8,900.00
01-9831	Fuel -- General Fund		\$22,032.60	\$35,000.00	\$24,344.66	\$35,000.00
01-9850	Utilities -- General Fund		\$11,290.56	\$22,140.00	\$17,480.82	\$23,000.00
01-9851	Computer Expense -- General Fund		\$9,461.44	\$22,250.00	\$14,750.60	\$32,000.00
01-9852	Lease Equipment --GF		\$465.66	\$1,050.00	\$709.56	\$30,000.00
01-9871	Salaries - _GF		\$836,712.99	\$1,457,364.00	\$1,139,455.31	\$1,840,500.00
01-9872	State Unemployment Tax -- GF		\$1,729.35	\$2,500.00	\$585.56	\$2,400.00
01-9873	FICA Expense -- City -- GF		\$64,097.71	\$111,500.00	\$87,051.87	\$125,250.00
01-9874	Employee Retirement Expense --GF		\$53,567.86	\$113,528.00	\$78,216.63	\$124,000.00
01-9875	Employee Medical Ins. -- GF		\$8,092.00	\$290,244.00	\$233,920.78	\$320,000.00
01-9876	Worker's Compensation -- GF		\$23,194.91	\$32,000.00	\$22,051.37	\$33,000.00
01-9877	Assistance to Firefighters Grant			\$40,000.00	\$44,500.00	
	Furniture					\$25,000.00
			\$1,206,468.64	\$2,435,851.00	\$1,933,866.22	\$2,843,775.00

GL Account	Description	22-23 Budget	22-23 Actual	23-24 Budget	23-24 Actual through 7/31	24-25 Budget
	Expenses -- Building Department					
01-9901	Salaries	\$235,670.00	\$164,195.47	\$248,031.00	\$183,184.76	\$247,000.00
01-9902	State Unemployment Tax	\$300.00	\$60.46	\$300.00	\$92.90	\$300.00
01-9903	Fica Expense - City	\$18,200.00	\$12,560.96	\$18,974.00	\$14,013.64	\$21,066.00
01-9904	Employee Retirement Eponse	\$18,500.00	\$11,612.53	\$19,321.00	\$13,081.97	\$17,000.00
01-9905	Employee Medical Insurnce	\$52,000.00	\$8,092.00	\$56,124.00	\$43,745.00	\$52,000.00
01-9906	Workers Compensation	\$2,600.00	\$1,778.45	\$2,400.00	\$2,221.52	\$2,750.00
01-9908	Printing	\$500.00	\$45.00	\$500.00	\$65.00	\$500.00
01-9910	Continuing Education & Travel	\$2,500.00	\$400.00	\$2,000.00	\$3,415.69	\$4,000.00
01-9912	Dues & Membership	\$500.00		\$500.00	\$105.00	\$500.00
01-9913	Fuel & Oil	\$3,500.00	\$2,302.45	\$3,500.00	\$2,471.67	\$3,500.00
01-9914	Office Supplies	\$1,000.00	\$1,138.92	\$1,500.00	\$741.25	\$1,500.00
01-9915	Postage	\$4,000.00	\$1,336.98	\$3,000.00	\$361.88	\$2,000.00
01-9916	Computer Expense	\$18,000.00	\$8,029.49	\$34,000.00	\$25,495.22	\$30,000.00
01-9917	Furniture & Fixtures	\$500.00		\$500.00		\$500.00
01-9918	Computer Maintenance		\$12,600.00	\$12,000.00	\$108.49	\$4,000.00
01-9919	Vehicle/Equipment Expense	\$4,000.00	\$1,650.39	\$4,000.00	\$881.53	\$3,000.00
01-9920	Uniforms	\$500.00		\$500.00		\$500.00
01-9921	Telephones	\$3,000.00	\$1,477.25	\$2,750.00	\$1,976.44	\$2,750.00
01-9922	Construction Training Fee	\$14,000.00	\$11,213.00	\$15,000.00	\$8,301.00	\$14,000.00
01-9923	Lease Purchase	\$25,000.00	\$18,345.15	\$25,000.00	\$20,462.66	\$25,000.00
01-9925	Capital Purchases	\$2,500.00		\$2,000.00	\$39,977.00	\$2,000.00
01-9926	Tools	\$2,000.00	\$645.01	\$1,000.00	\$146.11	\$1,000.00
		\$408,770.00	\$257,483.51	\$452,900.00	\$360,848.73	\$434,866.00

GL Account	Description	22-23 Budget	22-23 Actual	23-24 Budget	23-24 Actual through 7/31	24-25 Budget
	Expenses -- Library					
01-9940	Salaries	\$170,998.00	\$123,450.31	\$180,917.00	\$130,361.00	\$223,100.00
01-9941	Fica	\$13,230.00	\$9,443.93	\$13,840.00	\$9,972.62	\$17,100.00
01-9942	State Retirement	\$12,000.00	\$6,562.77	\$12,664.00	\$7,220.74	\$15,200.00
01-9943	Medical Insurance	\$37,200.00	\$30,114.00	\$39,948.00	\$28,126.00	\$35,000.00
01-9944	Unemployment	\$300.00	\$88.20	\$276.00	\$91.99	\$276.00
01-9945	Workers Comp	\$518.00	\$334.16	\$543.00	\$355.00	\$650.00
01-9946	Dues/Memberships	\$500.00	\$236.00	\$500.00	\$79.95	\$500.00
01-9947	Continuing Education	\$1,000.00		\$1,000.00	\$482.81	\$1,000.00
01-9948	Supplies	\$4,000.00	\$4,747.02	\$7,000.00	\$5,135.25	\$7,000.00
01-9949	Computer Expense	\$12,000.00	\$6,757.73	\$12,000.00	\$9,593.82	\$12,000.00
01-9950	Periodicals/Books	\$32,000.00	\$25,224.97	\$34,000.00	\$17,045.45	\$34,000.00
01-9951	Background Checks	\$500.00	\$60.00	\$500.00	\$30.00	\$500.00
01-9953	Programs/Events	\$5,000.00	\$5,709.57	\$5,800.00	\$1,994.44	\$6,000.00
01-9954	Equipment Lease	\$2,400.00	\$974.14	\$2,400.00	-\$43.44	\$2,400.00
01-9955	Postage	\$100.00	\$14.33	\$100.00	\$121.31	\$150.00
01-9956	Printing	\$200.00	\$44.00	\$200.00		\$200.00
01-9957	Grants		\$14,089.49	\$27,000.00	\$218.78	\$67,000.00
01-9958	Furniture/Fixtures	\$5,000.00	\$203.00	\$3,000.00		\$3,000.00
01-9959	Telephones	\$900.00	\$160.63	\$900.00	\$277.26	\$900.00
		\$297,846.00	\$228,214.25	\$342,588.00	\$211,062.98	\$425,976.00

GL Account	Description	22-23 Budget	22-23 Actual	23-24 Budget	23-24 Actual through 7/31	24-25 Budget
	Expenses Senior Center					
01-9975	Salaries	\$44,948.00	\$26,589.48	\$47,512.00	\$51,487.20	\$138,100.00
01-9976	Fica	\$3,000.00	\$2,034.10	\$3,634.00	\$3,938.78	\$12,300.00
01-9977	State Retirement	\$3,500.00	\$1,715.79	\$3,701.00	\$3,499.89	\$10,800.00
01-9978	Medical Insurance	\$7,200.00	\$15.99	\$16,176.00	\$14,063.00	\$34,320.00
01-9979	Unemployment	\$100.00	\$9,692.00	\$145.00	\$31.98	\$150.00
01-9980	Workers Comp	\$180.00	\$15.99	\$145.00	\$71.00	\$150.00
01-9981	Dues/Memberships		\$160.00	\$200.00		\$200.00
01-9982	Continuing Education	\$250.00		\$450.00	\$209.00	\$1,200.00
01-9983	Computer Expenses	\$2,000.00	\$2,758.50	\$4,000.00	\$4,208.17	\$1,900.00
01-9984	Supplies	\$500.00	\$356.21	\$900.00	\$732.50	\$3,000.00
01-9985	Printing	\$200.00		\$200.00	\$98.00	\$200.00
01-9986	Equipment	\$1,000.00		\$7,500.00	\$4,663.25	\$9,000.00
01-9987	Equipment Maintenance	\$2,000.00	\$525.00	\$2,000.00	\$640.00	\$2,000.00
01-9988	Telephones					
01-9989	Events	\$2,000.00	\$206.00	\$2,200.00	\$1,064.21	\$2,500.00
01-9901	Programs			\$1,000.00	\$523.90	\$8,600.00
	Furniture					\$3,000.00
	Total			\$89,763.00	\$85,230.88	\$227,420.00
	Expenses Marketing					
	Continuing Education					\$1,000.00
	Computer Expense					\$3,500.00
	Supplies					\$200.00
	Printing					\$1,000.00
	Advertising					\$10,000.00
	Total					\$15,700.00

GL Account	Description	22-23 Budget	22-23 Actual	23-24 Budget	23-24 Actual through 7/31	24-25 Budget
	TOTAL EXPENSES					\$22,278,380.00
	Total Revenue					\$19,021,303.00
	Total Expenses					\$22,278,380.00
	Difference					\$3,257,077.00
	Projected Carry Over					\$4,380,417.00