#### CITY OF SPANISH FORT CITY COUNCIL MEETING AGENDA

Regular Meeting December 16, 2024 Spanish Fort Community Center 6:00 p.m.

- I. CALL TO ORDER
- II. ROLL CALL
- III. INVOCATION
- IV. PLEDGE OF ALLEGIANCE
- V. APPROVAL OF THE MINUTES OF THE PREVIOUS MEETINGS

Work Session December 2, 2024 Regular Meeting December 2, 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.

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

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

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

Please join us for the City of Spanish Fort's annual reading of "**THE NIGHT BEFORE CHRISTMAS**" by Clement Clarke Moore, Thursday, December 19, 2024, at 6:00 p.m., Spanish Fort Community Center, 7361 Spanish Fort Boulevard, Spanish Fort, Alabama. Parents are encouraged to bring their children in their pajamas and their favorite blanket.

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

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

#### IX. OLD BUSINESS

#### X. NEW BUSINESS

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

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

#### Public Hearing on Ordinance No. 688-2024 as follows:

Ordinance No. 688-2024-----An Ordinance Altering and Establishing the District Lines or Boundaries for the 2025 and Subsequent Municipal Elections

#### Public Hearing on Ordinance No. 689-2024 as follows:

Ordinance No. 689-2024-----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort, Changing the Zoning Classification of Certain Property Located at 10880 US Highway 31, Spanish Fort, Alabama, and Bearing Tax Parcel No. 05-32-07-26-0-000-001.001 from R-1 to B-3

#### Public Hearing on Ordinance No. 691-2024 as follows:

Ordinance No. 691-2024-----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort, Alabama

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

Resolution No. 1472-2024----A Resolution Establishing Paid Holidays for Eligible City Employees and Staff for the 2025 Calendar Year

Resolution No. 1473-2024-----A Resolution Appointing Members to the Spanish Fort Public Library Board

Resolution No. 1474-2024-----A Resolution Concerning the Use of Coronavirus State and Local Fiscal Recovery Funds

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

#### XI. ADJOURN TO NEXT MEETING

Work Session and Regular Meeting, January 6, 2025

#### Spanish Fort City Council Minutes, Regular Meeting, December 2, 2024

#### CALL TO ORDER

The City Council of the City of Spanish Fort, Alabama, met Monday, December 2, 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, Mary Brabner and Mayor McMillan. A quorum being present, the meeting proceeded.

#### INVOCATION AND PLEDGE OF ALLEGIANCE

Councilmember Mary Brabner led the invocation and Pledge of Allegiance.

#### APPROVAL OF MINUTES OF PREVIOUS MEETINGS

The minutes of the Meeting and Work Session of November 18, 2024, were distributed to each member, and Mayor McMillan called for any corrections. Councilmember Brabner offered a change to the address of a resident speaking during public comment, Mayor McMillan declared the minutes approved with the submitted change.

#### REPORTS OF COMMITTEES AND OFFICERS

Public Works and Parks and Recreation Department Head Shannon Burroughs presented a report from the Spanish Fort Sports Association. In football, SFSA had teams representing their age groups in 3 of the 5 Baldwin County "Super Bowl" games, with the 9U and 10U teams winning their championship. In cheerleading, there were 130 participants. Basketball had 42 teams and 360 players registered. Baseball added a 15U age group this season. The SFSA expended \$14,087.07 in park improvements this year and as of the November 20, 2024, meeting, the SFSA had \$60,007.87 in its operating budget.

Councilmember Gustafson reported that three Junior City Councilmembers were in attendance at the City Council meeting and that the next Junior City Council meeting would be held Monday, December 9, 2024.

Mayor McMillan introduced Alex Reynolds, staff member for Representative Barry Moore.

#### PUBLIC PARTICIPATION

There was none.

#### **ANNOUNCEMENTS**

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

Join us for our Christmas in the Fort events for 2024! We have several events scheduled. On Sunday, December 8, 2024, at 6:00 p.m., the annual Christmas Tree Lighting will be held at the Spanish Fort Community Center, 7361 Spanish Fort Blvd. There will be music, a Christmas movie and lots of fun!

On Saturday, December 14, 2024, at 6:00 p.m., come celebrate with the annual City of Spanish Fort Spirit of Christmas Parade held at the Eastern Shore Centre. The parade route will begin at Dillard's. There will be lots of floats and Santa too!

Please join us for the City of Spanish Fort's annual reading of "THE NIGHT BEFORE CHRISTMAS" by Clement Clarke Moore, Thursday, December 19, 2024, at 6:00 p.m., Spanish Fort Community Center, 7361 Spanish Fort Boulevard, Spanish Fort, Alabama. Parents are encouraged to bring their children in their pajamas and their favorite blanket.

Join the City Council immediately following the Monday, December 16, 2024, City Council meeting as we honor the City's long-time prosecutor, Ms. Karol Kemp. Ms. Kemp will be sworn in as Circuit Judge for Baldwin County in January. We will host a reception immediately following the 6:00 p.m. Council Meeting.

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#### **OLD BUSINESS**

There was none.

#### **NEW BUSINESS**

#### Swearing in of City Council Member

Mayor McMillan called upon the Honorable Derek Rose to swear in new District 4 City Councilmember Stephen J. Winn. Councilmember Winn was welcomed by the City Council and joined the meeting.

#### Recognition of Spanish Fort High School Girls 6A State Champion Volleyball Team

Mayor McMillan recognized the Spanish Fort High School Girls 6A Volleyball Team for their recent win at the Alabama State Volleyball Championships and presented a Certificate of Recognition to the team. City Attorney David Conner read the certificate. The following members of the team were recognized:

Sen	ioi	s:
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Bryce Turner

Taylor Ishmael SF Volleyball Biggest Fan: Sophomores: Maddie Woods Carlyn McAllister Cailyn Boykin KJ Nelson Emma Thorsrud Anna Grace Thomas Athletic Trainer: Olivia Weeks Matias Freshmen: Juniors: Cayden Dorger Zoë Beech Olivia Downey Coaches: Caroline Downey Natalie Maxwell Gretchen Boykin- Head Aleah Johnson London Tucker Coach Kennedy Helton Nicole Milam- Assistant Victoria Holley Managers: Coach Harper Trucks Emma Pablo

Millie Cross

#### Ordinance No. 686-2024

Mayor McMillan presented Ordinance No. 686-2024, an ordinance amending Ordinance No. 51-96 of the City of Spanish Fort changing the zoning classification of certain property located at 6625 Spanish Fort Blvd., Spanish Fort, Alabama, and bearing Tax Parcel No. 05-32-09-30-1-002.002.003 from B-2 to B-3. David Conner explained the proposed ordinance. Discussion followed. Mayor McMillan opened the Public Hearing.

The following person spoke in favor of the proposed rezoning:

Mr. John Argo, representing Southeast Capital Partners, Inc., remarked that the B-3 zoning would require additional Planning Commission review for the proposed use. Mr. Argo noted the proposed rezoning had favorable recommendation from the Planning Commission. Mr. Argo remarked the driveway would have to be approved by the Alabama Department of Transportation, and one of the existing driveways would be removed. Mr. Argo remarked that due to existing electrical equipment on the property, approximately .8 acres of the 1.3 acre piece could be developed. Mr. Argo also noted that customer activity would be confined inside the building and there would not be a great deal of parking outside the building.

The following persons spoke against the proposed rezoning:

Nancy Milford, 135 Confederate Drive Amy Stuckas, 2 Ponce de Leon Drive Matt Wiliford, 30798 Parapet Court Christine Saia, 24 Danner Circle Patricia Coats, 6482 Garrison Drive Melinda Wiliford, 8 Cedar Point Pater Saia, 24 Danner Circle Bryant Thompson, 30806 Parapet Court Kelly Rogers, 15 Caisson Trace Mijume Guillory, 10 Lee Circle Terry Vincent, 301 Spanish Main Kyle Weeks, 30836 Parapet Court Tim Dozier, 30896 Parapet Court Charles Kettel, 30889 Blakeley River Road John Manko, 7446 Twelve Oaks Drive Christine Saia, 24 Danner Circle, speaking on behalf of a resident of Lee Circle

Concerns expressed included failure to follow the existing comprehensive plan; objections to the proposed use of the location as an oil change facility, in light of an oil change facility being located nearby and a recently approved facility near the Eastern Shore Centre; concerns about impacts on wetlands; use of the property as a gateway to lands adjacent to the property; disappointment with a project in midtown Mobile built by the same developer; deviation from the comprehensive plan, uses within the B-3 zoning district; decrease in property values; environmental concerns; and an increase in traffic.

Certain speakers presented the City Clerk with printed remarks and asked that they be included in the minutes of the meeting. Copies of the printed remarks submitted to the City Clerk are attached to these minutes.

Mayor McMillan closed the Public Hearing. Discussion followed. A motion was made by Councilmember Mary Brabner and seconded by Councilmember Shane Perry to deny the proposed rezoning. Discussion followed. Mayor McMillan called for a polling of votes. Voting "aye" in favor of the motion to deny the rezoning were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan declared the motion carried.

#### Ordinance No. 688-2024

Mayor McMillan presented Ordinance No. 688-2024, an ordinance altering and establishing the district lines or boundaries for the 2025 and subsequent municipal elections. David Conner explained the proposed ordinance. Discussion followed. Mayor McMillan announced that a public hearing will be held at the Monday, December 16, 2024, City Council meeting to hear comments from those in favor of or opposed to the proposed Ordinance.

#### Ordinance No. 689-2024

Mayor McMillan presented Ordinance No. 689-2024, an ordinance amending Ordinance No. 51-96 of the City of Spanish Fort, changing the zoning classification of certain property located at 10880 U.S. Highway 31, Spanish Fort, Alabama, and bearing Tax Parcel No. 05-32-07-26-0-000-001.001 from R-1 to B-3. David Conner explained the proposed ordinance. Discussion followed. Mayor McMillan announced that a public hearing will be held at the Monday, December 16, 2024, City Council meeting to hear comments from those in favor of or opposed to the proposed Ordinance.

#### Ordinance No. 690-2024

Mayor McMillan presented Ordinance No. 690-2024, an ordinance amending Ordinance No. 51-96 of the City of Spanish Fort, Alabama. David Conner explained the proposed ordinance. Discussion followed. Mayor McMillan announced that this item would be removed from the agenda for revisions based upon City Council discussion during the work session.

#### Ordinance No. 691-2024

Mayor McMillan presented Ordinance No. 691-2024, an ordinance amending Ordinance No. 51-96 of the City of Spanish Fort, Alabama. David Conner explained the proposed ordinance. Discussion followed. Mayor McMillan announced that a public hearing will be held at the Monday, December 16, 2024, City Council meeting to hear comments from those in favor of or opposed to the proposed Ordinance.

#### Resolution No. 1463-2024

Mayor McMillan presented Resolution No. 1463-2024, a resolution authorizing the Mayor to enter into an agreement with Bay Pointe Drywall & Construction for the construction of a pavilion at Loyalty Park in the City of Spanish Fort. Discussion followed.

A motion was made by Councilmember Gustafson and seconded by Councilmember Smith to adopt Resolution No. 1463-2024 with an amendment to obligate American Rescue Plan funding as the funding source for the project. Discussion followed. Mayor McMillan called for a polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan declared the Resolution adopted.

#### Resolution No. 1465-2024

Mayor McMillan presented Resolution No. 1465-2024, a resolution authorizing the Mayor to enter into an agreement with LIG Services, LLC, for the provision and installation of sod at Loyalty Park in the City of Spanish Fort, Alabama. Discussion followed.

A motion was made by Councilmember Smith and seconded by Councilmember Gustafson to adopt Resolution No. 1465-2024 with an amendment to obligate American Rescue Plan funding as the funding source for the project. Discussion followed. Mayor McMillan called for a polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan declared the Resolution adopted.

#### Resolution No. 1466-2024

Mayor McMillan presented Resolution No. 1466-2024, a resolution authorizing the Mayor to enter into an agreement with Mobile Fence Company, Inc., for the provision and installation of fencing at Loyalty Park in the City of Spanish Fort, Alabama. Discussion followed.

A motion was made by Councilmember Gustafson and seconded by Councilmember Smith to adopt Resolution No. 1466-2024 with an amendment to obligate American Rescue Plan funding as the funding source for the project. Discussion followed. Mayor McMillan called for a polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan declared the Resolution adopted.

#### Resolution No. 1468-2024

Mayor McMillan presented Resolution No. 1468-2024, a resolution authorizing the Mayor of the City of Spanish Fort to make a grant application for the Federal Emergency Management Agency Assistance to Firefighters Grant. Discussion followed.

A motion was made by Councilmember Winn and seconded by Councilmember Brabner to adopt Resolution No. 1468-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan declared the Resolution adopted.

#### Resolution No. 1469-2024

Mayor McMillan presented Resolution No. 1469-2024, a resolution authorizing the Mayor to execute a contract for assistance with grant application preparation between the City of Spanish Fort, Alabama, and JMCM Consulting, LLC. Discussion followed.

A motion was made by Councilmember Smith and seconded by Councilmember Perry to adopt Resolution No. 1469-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan declared the Resolution adopted.

#### Resolution No. 1470-2024

Mayor McMillan presented Resolution No. 1470-2024, a resolution authorizing the Mayor to approve a grant application and execute a Memorandum of Understanding on behalf of the Spanish Fort Fire Department. Discussion followed.

A motion was made by Councilmember Perry and seconded by Councilmember Winn to adopt Resolution No. 1470-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan declared the Resolution adopted.

#### Resolution No. 1472-2024

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

Request for 020 – Restaurant Retail Liquor License, Pier House Restaurant Bar Orange Beach, Inc. d/b/a Pier House Restaurant Bar, 5872 Battleship Parkway, Spanish Fort, Alabama 36527

Mayor McMillan presented a request for a 020 – Restaurant Retail Liquor License, Pier House Restaurant Bar Orange Beach, Inc. d/b/a Pier House Restaurant Bar, 5872 Battleship Parkway, Spanish Fort, Alabama 36527. David Conner explained the request. Discussion followed.

A motion was made by Councilmember Perry and seconded by Councilmember Smith to approve the license request. Discussion followed. Mayor McMillan called for a polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan declared the motion carried and the license request was approved.

#### **ADJOURNMENT**

There being no further business before the Council, the meeting adjourned at 8:37 p.m.

Rebecca A Gaines	Appro	red this day of December, 2024.
Rebecca A. Gaines		
		Rebecca A. Gaines

#### **Spanish Fort City Council**

#### Minutes, Work Session, Monday, December 2, 2024

The City Council of the City of Spanish Fort, Alabama, met December 2, 2024, at 4:02 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

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

The Council discussed general municipal business.

City Attorney David Conner made a recommendation that the City Council go into executive session in accordance with the Alabama Open Meetings Act to discuss the general reputation and character of certain individuals and, subject to the limitations set out therein, to discuss the job performance of certain public employees; to discuss the legal ramifications of and legal options for pending litigation, controversies not yet being litigated, but imminently likely to be litigated, or imminently likely to be litigated if the governmental body pursues a proposed course of action; and to discuss the consideration the governmental body is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property. Mr. Conner made an oral declaration that the exceptions under the Open Meetings Act are applicable to the planned discussion. A motion was made by Councilmember Gustafson and seconded by Councilmember Perry to go into executive session at 5:01 p.m. to discuss the aforementioned matters. Mayor McMillan called for the polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan announced that the executive session would last approximately 30 minutes and that the Work Session would resume upon the conclusion of the executive session. At 5:31 p.m., City Clerk Rebecca Gaines announced the work session would continue approximately

At 5:26, City Clerk Rebecca A. Gaines announced that the executive session would continue approximately an additional 15 minutes.

The Council reconvened at 5:42 p.m.

The Council discussed general municipal business.

There being no further business before the Council, the work session adjourned at 5:42 p.m.

Approved this_	day of Decembr, 2024.
	ebecca A. Gaines, CMC
K	City Clerk

#### ORDINANCE NO. 688-2024

### AN ORDINANCE ALTERING AND ESTABLISHING THE DISTRICT LINES OR BOUNDARIES FOR THE 2025 AND SUBSEQUENT MUNICIPAL ELECTIONS

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

**SECTION 1.** The governing body of the City of Spanish Fort, Alabama, shall consist of a Mayor, elected at large, and five Councilmembers representing five districts who shall be elected by a majority vote of the qualified electors residing in each district.

**SECTION 2.** The district places on the City Council shall be and the same are hereby designated as District 1, District 2, District 3, District 4 and District 5 as described in Exhibit 1 and as depicted on the map attached hereto as Exhibit 2.

**SECTION 3.** Candidates for election for a place on the City Council shall reside within the boundaries of the district for which he or she seeks election and shall continue to reside in the district he or she represents so long as he or she remains a member of the City Council. Candidates for election to a place on the City Council shall have resided within the district from which he or she seeks election for a period of ninety (90) days immediately preceding the date of the election. Each candidate for a district on the City Council shall in the announcement of his or her candidacy designate by number the district for which he or she is a candidate, and no person shall be a candidate for more than one district. Only qualified electors residing within a district shall be entitled to vote for candidates seeking election for said district.

**SECTION 4.** 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 5.** 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 6.** This Ordinance shall become effective and enforceable upon its adoption or as otherwise required by federal and state law.

ADOPTED AND APPROVED this	day of, <i>2024.</i>
_	
	Michael M. McMillan
	Mayor
ATTEST:	
Rebecca A. Gaines, CMC	
City Clerk	

#### **EXHIBIT 1**

Description for Voting District 1: The following tract and census blocks, 2020 United States Census, United States Census Bureau, or portions thereof located in the Corporate Limits of the City of Spanish Fort, Alabama. (See also Exhibit 2.)

#### Census Block Numbers:

010030107082042	010030107082083	010030107084038
010030107082040	010030107082073	010030107084021
010030107082041	010030107082043	010030107082046
010030107084046	010030107082045	010030107082065
010030107084047	010030107082047	010030107082062
010030103002031	010030107084025	010030107082070
010030107082064	010030107084026	010030107082071
010030107082063	010030107084023	010030107084028

Description for Voting District 2: The following tract and census blocks, 2020 United States Census, United States Census Bureau, or portions thereof located in the Corporate Limits of the City of Spanish Fort, Alabama. (See also Exhibit 2.)

#### Census Block Numbers:

010030107082037	010030103005034	010030107082057
010030107082039	010030103001017	010030107082056
010030103002022	010030107082024	010030107082019
010030103002014	010030107082017	010030107082075
010030103002009	010030107082003	010030107082077
010030103002026	010030107082002	010030107082049
010030103002019	010030107082005	010030107082029
010030103002025	010030107082020	010030107082028
010030103002016	010030107082021	010030107082015
010030103002007	010030107082001	010030107082016
010030103005047	010030103002029	010030107082008
010030103005031	010030103002013	010030107082004
010030103005046	010030103002010	010030107082054
010030103005033	010030103002015	010030103005038

Description for Voting District 3: The following tract and census blocks, 2020 United States Census, United States Census Bureau, or portions thereof located in the Corporate Limits of the City of Spanish Fort, Alabama. (See also Exhibit 2.)

#### Census Block Numbers:

010030107071069	010030107062022	010030107062025
010030107071071	010030107062035	010030107061003
010030107062033	010030107062036	010030107061012
010030107062020	010030107062024	010030107061001
010030107061004	010030107062026	010030107082048
010030107061005	010030107062027	
010030107061002	010030107062023	

Description for Voting District 4: The following tract and census blocks, 2020 United States Census, United States Census Bureau, or portions thereof located in the Corporate Limits of the City of Spanish Fort, Alabama. (See also Exhibit 2.)

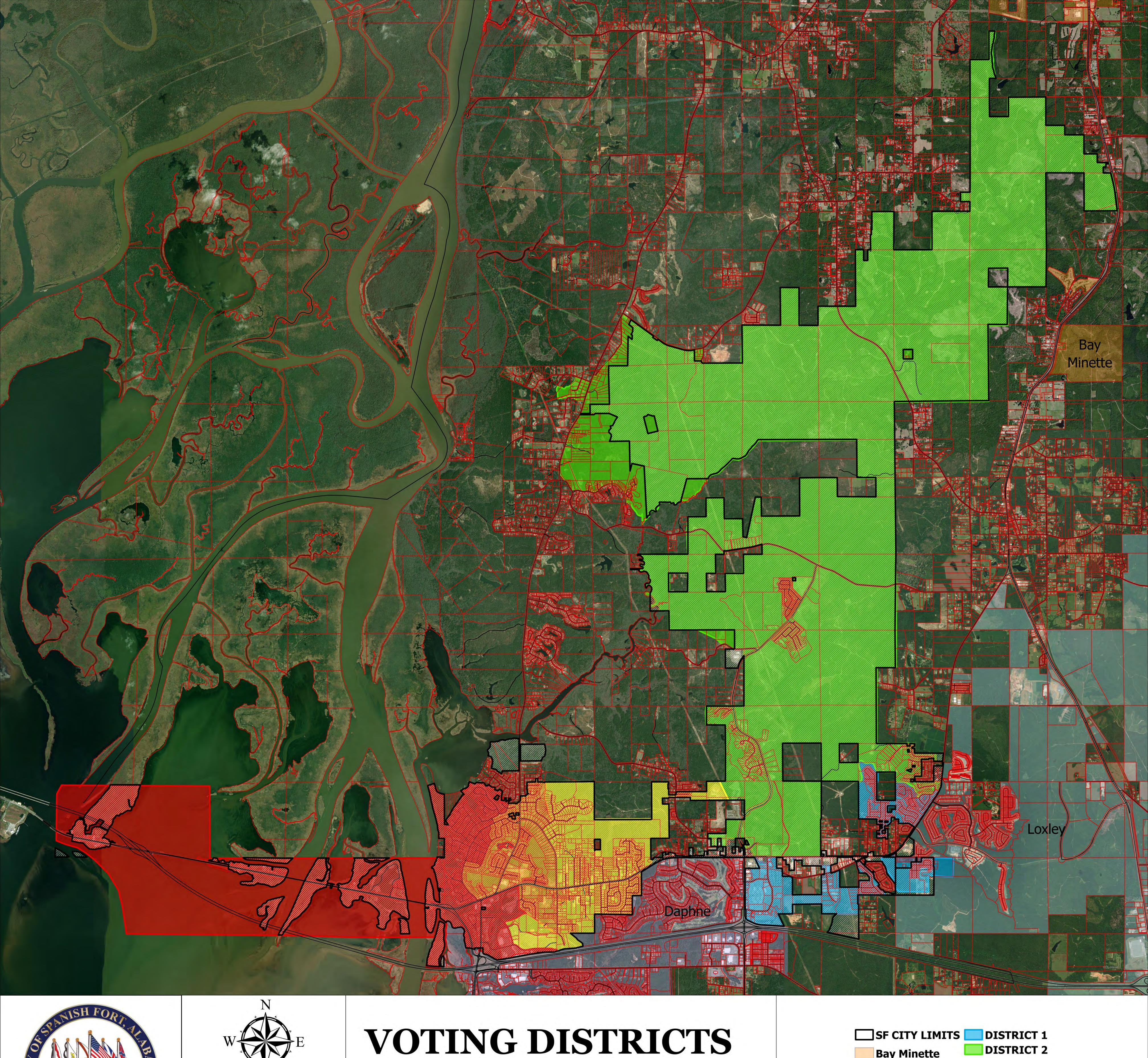
#### Census Block Numbers:

010030107071000	010030107071004	010030107072011
010030107071070	010030107072002	010030107072010
010030107071001	010030107072001	010030107073069
010030107071002	010030107072006	010030107073070
010030107062021	010030107072015	010030107072012
010030107071079	010030107072005	010030107072000
010030107071005	010030107072004	010030107073072
010030107071003	010030107072014	010030107073071
010030107071009	010030107072013	

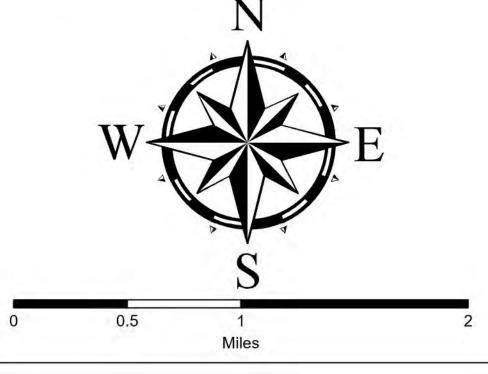
Description for Voting District 5: The following tract and census blocks, 2020 United States Census, United States Census Bureau, or portions thereof located in the Corporate Limits of the City of Spanish Fort, Alabama. (See also Exhibit 2.)

#### Census Block Numbers:

010030107103020	010030107073057	010030107071029
010030107103058	010030107073064	010030107071028
010030107071046	010030107073060	010030107071066
010030107103057	010030107072003	010030107071010
010030107103019	010030107073059	010030107071012
010030107103018	010030107072007	010030107071015
010030107103066	010030107073054	010030107071011
010030107103017	010030107073061	010030107071013
010030107103065	010030107073066	010030107071007
010030107103056	010030107103063	010030107071059
010030107071043	010030107103064	010030107071026
010030107071021	010030107071077	010030107071027
010030107071020	010030107103021	010030107071080
010030107071067	010030107071034	010030107071024
010030107071068	010030107071036	010030107071053
010030107071072	010030107071033	010030107071054
010030107071006	010030107071045	010030107071048
010030107071008	010030107071032	010030107103028
010030107071019	010030107071035	010030107103027
010030107073075	010030107071044	010030107103033
010030107073076	010030107071031	010030107071040
010030107071017	010030107071042	010030107071039
010030107073082	010030107071061	010030107071038
010030107073074	010030107071062	010030107103031
010030107071016	010030107073037	010030107103034
010030107073083	010030107071030	010030107103032
010030107072016	010030107073036	010030107103035
010030107072017	010030107071047	010030107103037
010030107072008	010030107071014	010030107103036
010030107072009	010030107071060	010030107071037
010030107073056	010030107071025	010030107103038





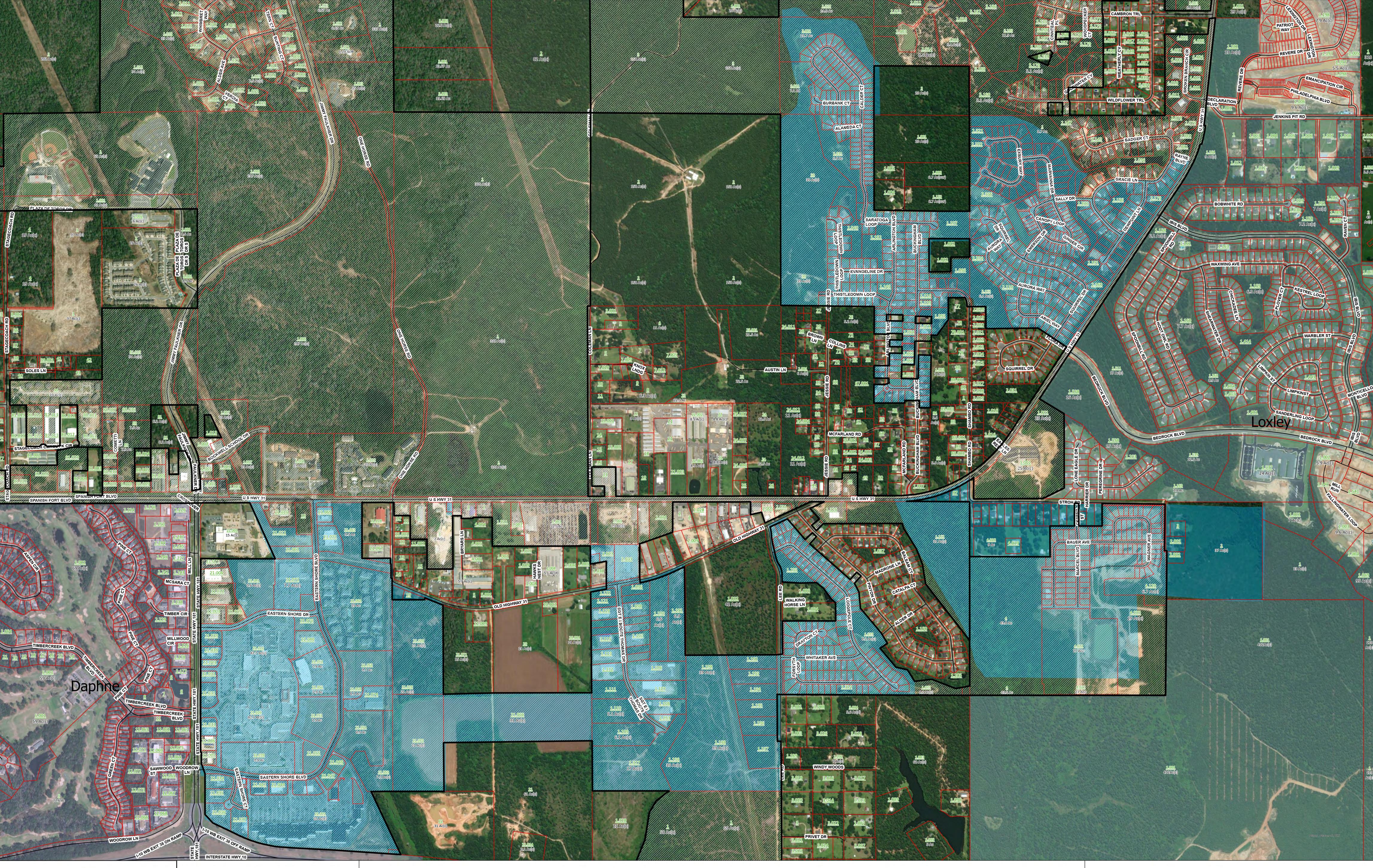


**DRAFT 2024** 

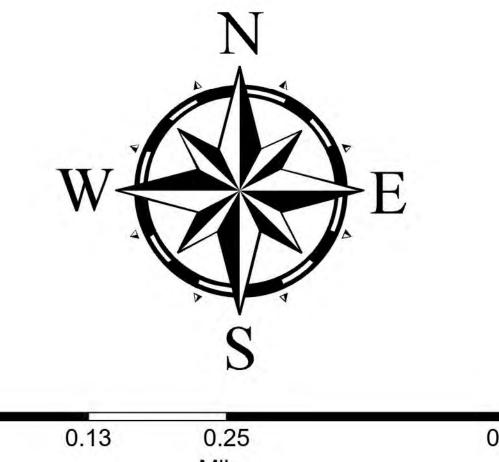
CITY OF SPANISH FORT, ALABAMA

# **DISCLAIMER**









CITY OF SPANISH FORT, ALABAMA

# **DISCLAIMER**

Data presented on this map was produced by the City of Spanish Fort for internal use and is displayed "as is", with no warranty whatsoever, expressed or implied, whether for accuracy, timeliness, completeness, fitness for a particular purpose or otherwise.

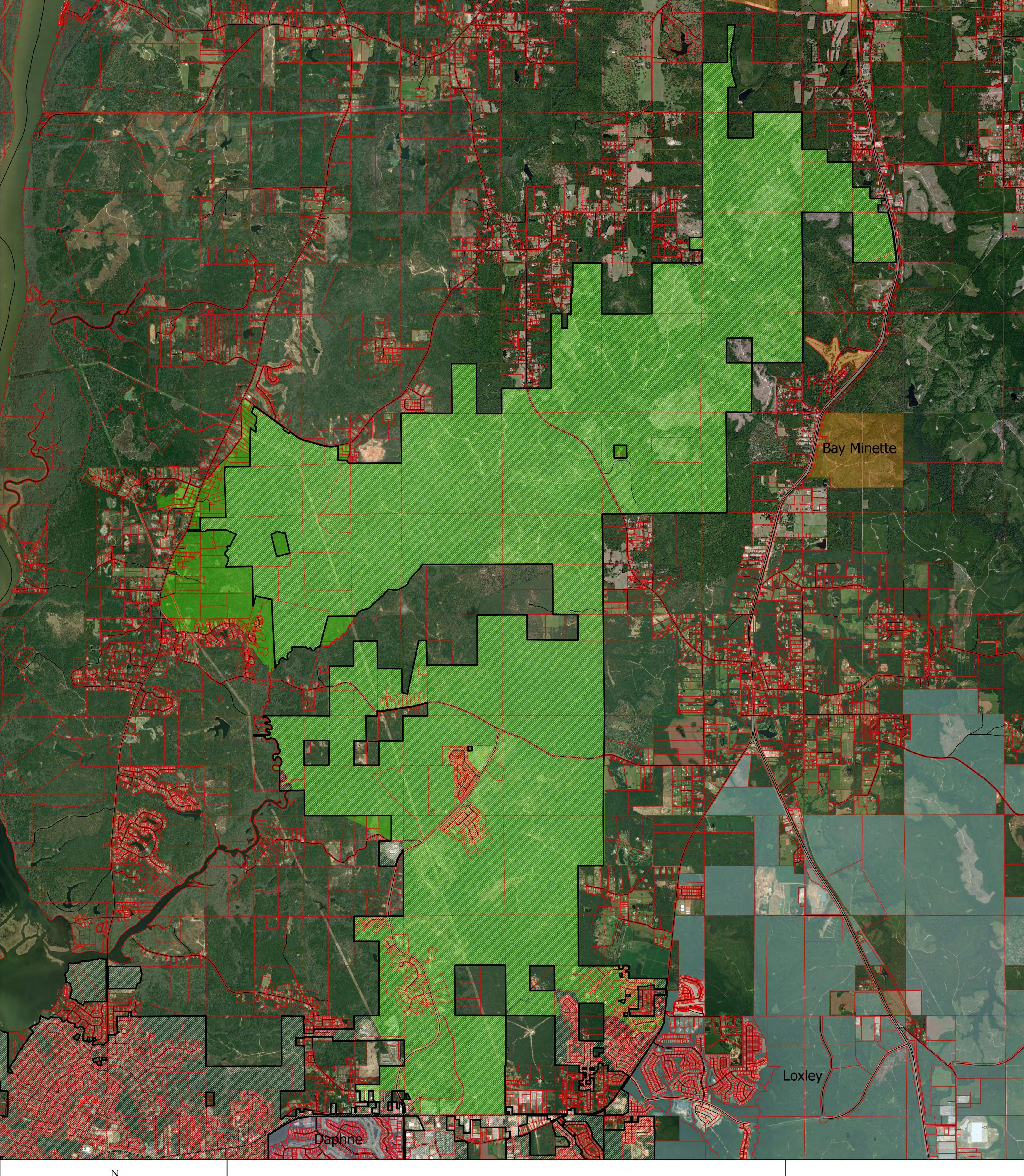
SF DISTRICT 1

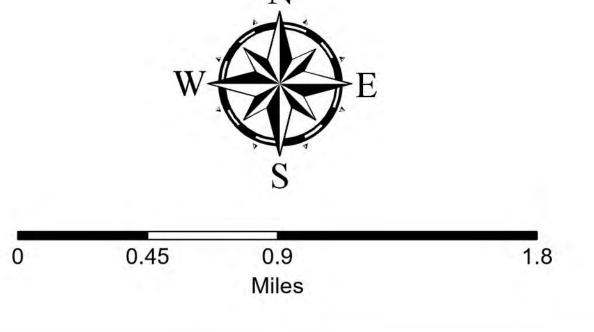
□SF CITY LIMITS

Bay Minette

Daphne

Loxley

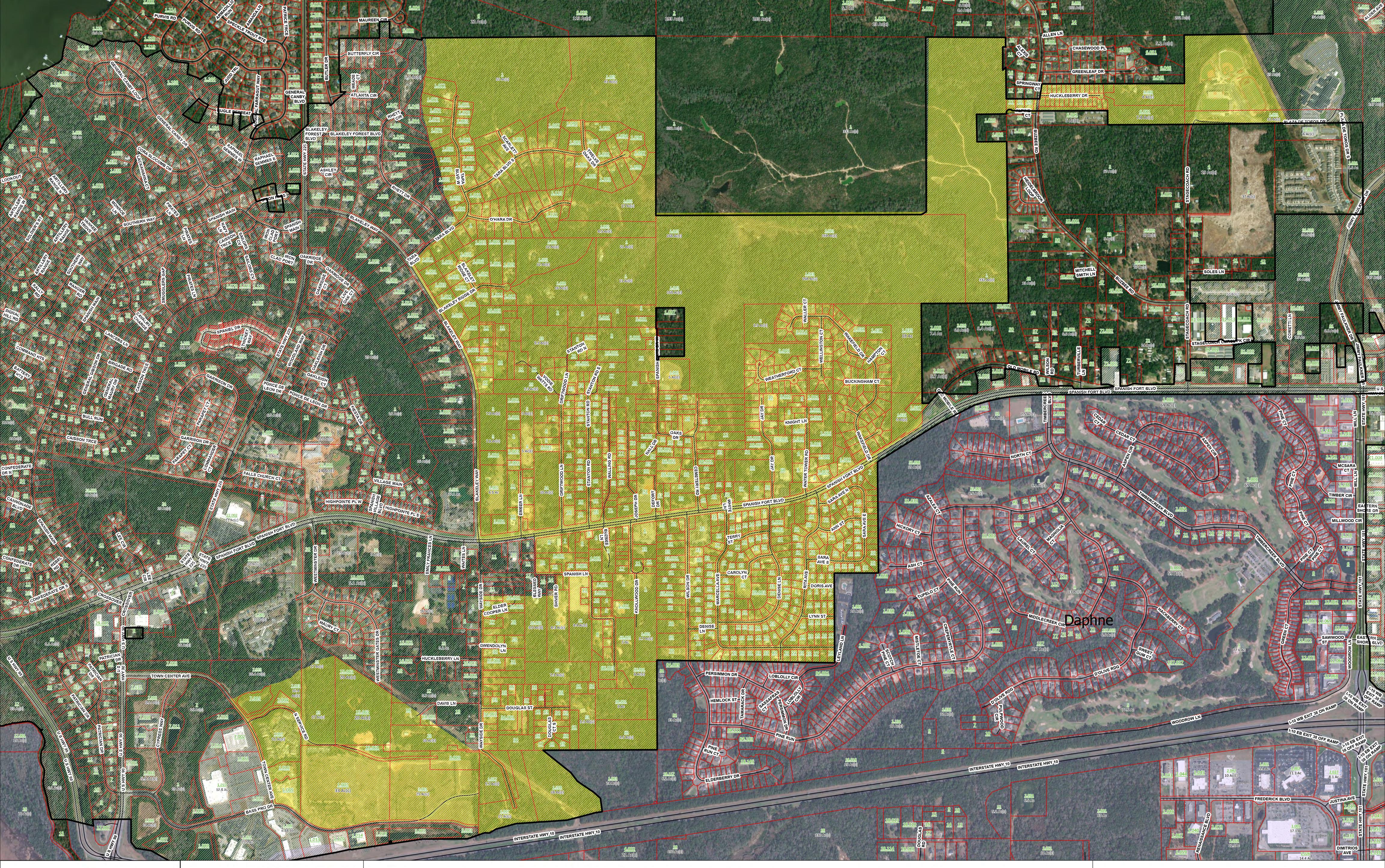




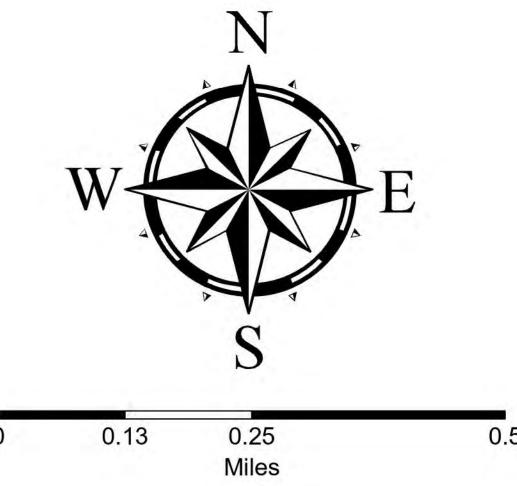
CITY OF SPANISH FORT, ALABAMA

## **DISCLAIMER**

- SF DISTRICT 2
- □SF CITY LIMITS
- Bay Minette
- Daphne
- Loxley



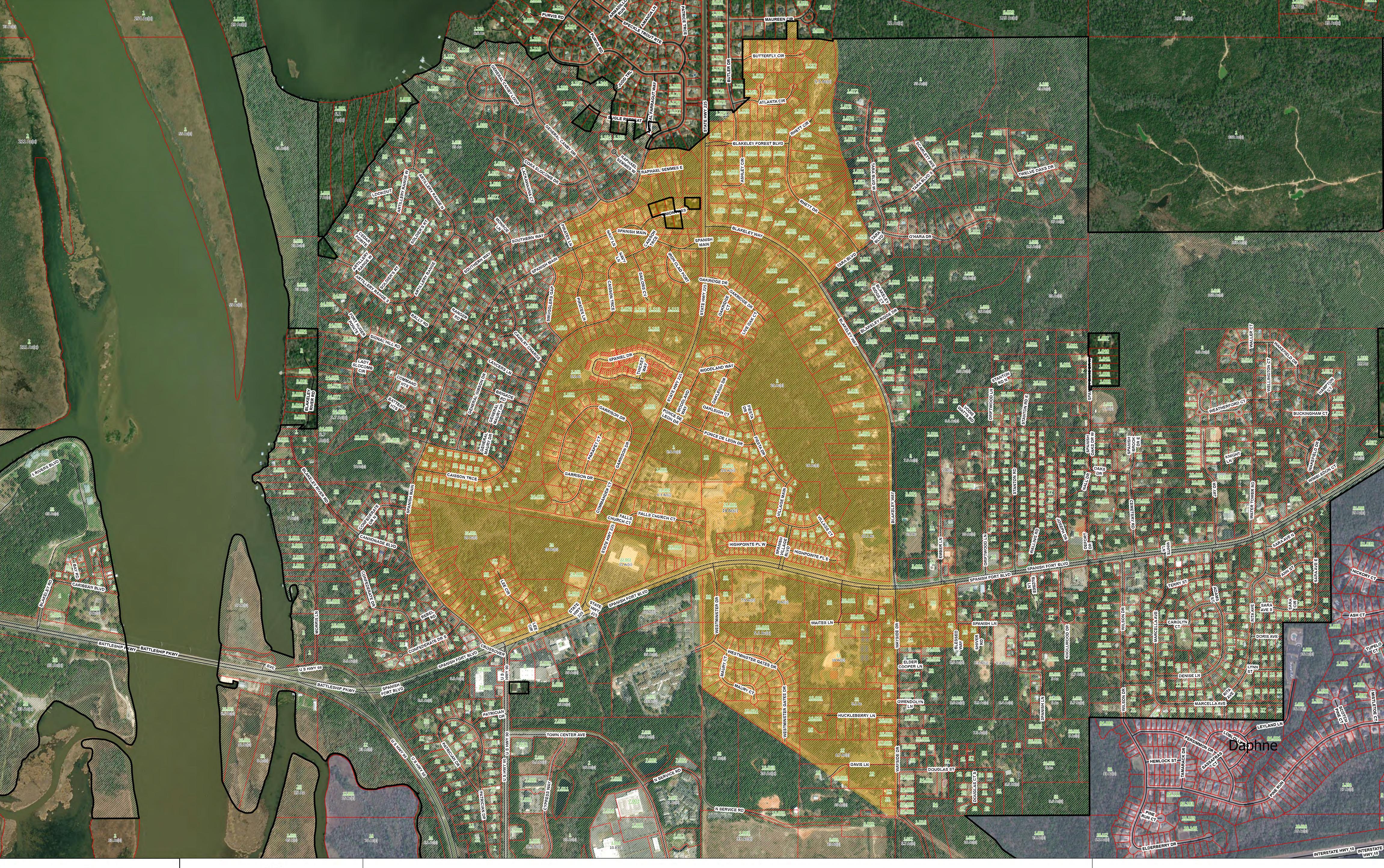




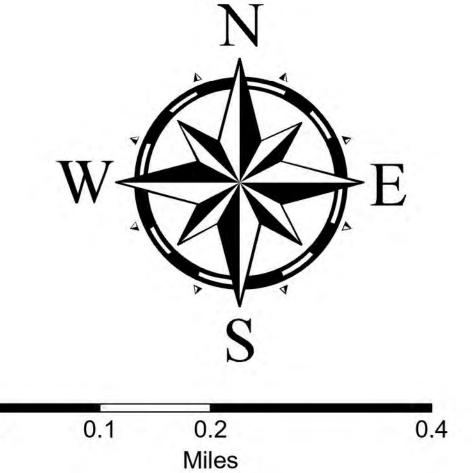
CITY OF SPANISH FORT, ALABAMA

# **DISCLAIMER**

- SF DISTRICT 3
- □SF CITY LIMITS
- Bay Minette
- Daphne
- Loxley



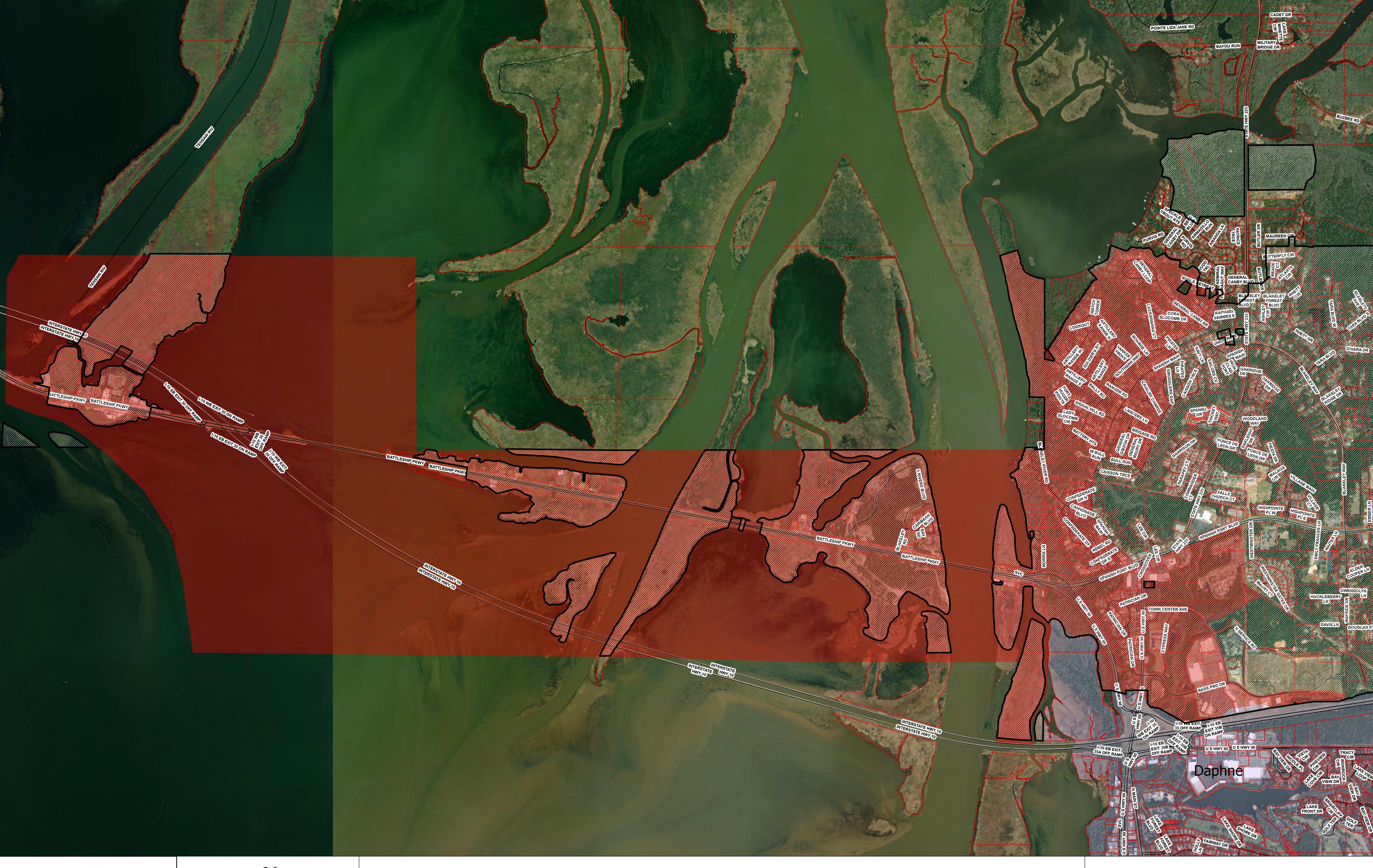




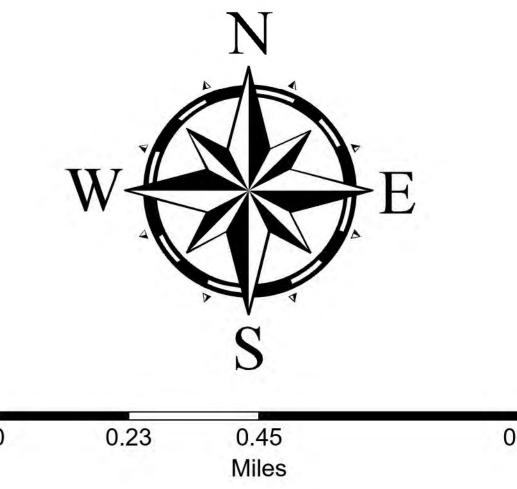
CITY OF SPANISH FORT, ALABAMA

# **DISCLAIMER**

- ■SF DISTRICT 4
  □SF CITY LIMITS
- Bay Minette
- Daphne
- Loxley







CITY OF SPANISH FORT, ALABAMA

## **DISCLAIMER**

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■SF DISTRICT 5
□SF CITY LIMITS

Bay Minette

Daphne

Loxley

#### **ORDINANCE NO. 689-2024**

# AN ORDINANCE AMENDING ORDINANCE NO. 51-96 OF THE CITY OF SPANISH FORT CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 10880 U.S. HIGHWAY 31, SPANISH FORT, ALABAMA, AND BEARING TAX PARCEL NO. 05-32-07-26-0-000-001.001 FROM R-1 TO B-3

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

**WHEREAS**, the Planning Commission of the City of Spanish Fort, Alabama, held a meeting on Tuesday, November 12, 2024, for the purpose of receiving public comments on the proposed change in zoning classification and, at such meeting, voted to forward a positive recommendation for rezoning the subject property from R-1 to B-3, General Business District; and

**WHEREAS**, the City Council of the City of Spanish Fort held a meeting on Monday, December 2, 2024, for the purpose of receiving public comments on the proposed change in zoning classification.

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

#### SECTION 1. Change in Zoning Classification.

Ordinance No. 51-96, as amended, of the City of Spanish Fort, Alabama, is hereby amended by changing the zoning classification of certain property located at 10880 U.S. Highway 31 bearing tax parcel number 05-32-07-26-0-000-001.001, and being more particularly described in Exhibit 1 which is attached hereto and made a part of this Ordinance as though set forth fully herein, from R-,1 Single Family Low Density Residential District, to B-3, General Business District. A map of the surrounding area is attached as Exhibit 2.

#### SECTION 2. Change in Zoning Map.

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

#### **SECTION 3. Repealer Clause.**

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

#### SECTION 4. Severability Clause.

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

#### SECTION 5. Effective Date.

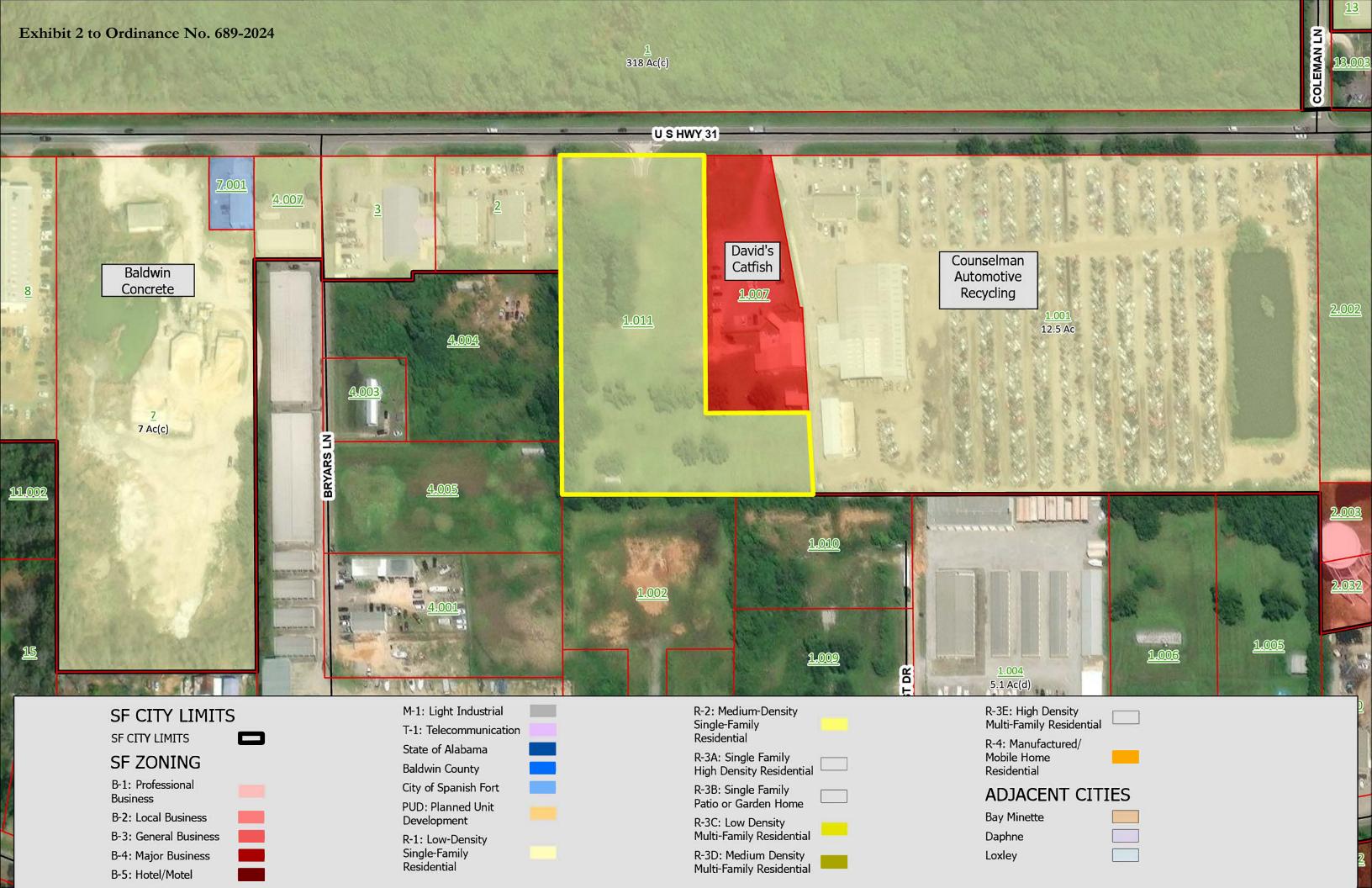
This Ordinance shall become effective upon its adoption or as otherwise required by state law.

ADOPTED and APPROVED thisday	of, 2024.
	Michael M. McMillan
ATTEST:	Mayor
Rebecca A. Gaines	
City Clerk	

#### EXHIBIT "1" TO ORDINANCE NO. 689-2024

#### LEGAL DESCRIPTION:

Lot 1 JJAJ Subdivision, according to the map or plat thereof, recorded on Slide 2617-C in the Office of the Judge of Probate, Baldwin County, Alabama.



#### **ORDINANCE NO. 691-2024**

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

**WHEREAS**, it has been determined that the Zoning Ordinance should be amended in order to change certain provisions contained in Article XI. Section 11.11, the Reversionary Clause; and

**WHEREAS**, the Planning Commission of the City of Spanish Fort held a public hearing on November 12, 2024, and the City Council of the City of Spanish Fort held a meeting on December 2, 2024, for the purpose of receiving public comments on proposed amendments to Ordinance No. 51-96, as amended, the Zoning Ordinance of the City of Spanish Fort; and

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

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

**SECTION 1.** Article XI., Section 11.11 <u>REVERSIONARY CLAUSE</u>, of Ordinance No. 51-96, as amended, is hereby amended to read in its entirety as follows:

11.11 REVERSIONARY CLAUSE. Any parcel or parcels of land rezoned to R-3A, R-3B, R-3C, R-3D, R-4, B-4. B-5, M-1 and T-1 from another use classification under the amendment authority of this Ordinance shall revert back to the prior zoning classification after twelve (12) months from the date of approval of the rezoning if, by that time, said land is not actually being used for a permitted use in the classification to which it was rezoned in accordance with any terms and conditions imposed by the City Council in the approval of the rezoning. If, within twelve (12) months from the date of approval of the rezoning the said land is not actually being used for a permitted use in the classification to which it was rezoned in accordance with any terms and conditions imposed by the City Council in the approval of the rezoning, the City Council may, upon showing of good cause by the applicant, extend the time limit for a period not to exceed twelve (12) months without the need of further public notice or a public hearing.

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

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

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

Ade	opted and approved this	day of	, 2024.
			Michael M. McMillan Mayor
Rebecca A. Gaines.	CMC		

City Clerk

#### **ORDINANCE NO. 693-2025**

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

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

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

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

**SECTION 1.** The City Council hereby authorizes the Mayor to enter into an Intergovernmental Service Agreement with the Baldwin County Commission for the use of their voting equipment and needed personnel for municipal elections. A copy of the agreement is attached hereto as Exhibit 1, subject to any changes approved by the Mayor.

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

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

ADOPTED and APPROVEI	D this day of January, 2025.
	Michael M. McMillan Mayor
Attest:	
Rebecca A. Gaines, CMC	

City Clerk

#### INTERGOVERNMENTAL SERVICE AGREEMENT

This Int	ergovernmental Service Agreement ("Agreement") is entered into by
and between the	e Baldwin County Commission (hereinafter "County") and the
City/Town of _	, Alabama (hereinafter "City/Town"), as follows:

#### RECITALS

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

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

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

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

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

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

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

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

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

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

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

To City/Town:	<u> </u>
To County:	Baldwin County Commission
•	Chairman
	312 Courthouse Square, Suite 12
	Bay Minette, Alabama 36507

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

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

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

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

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

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

	County: BALDWIN COUNTY	
	MATTHEW-PMCKENZIE/ Date	1:5
	Chairman	
ATTEST:		
ROGER H. RENDLEMAN / Date	<u> </u>	
County Administrator		
STATE OF ALABAMA )		
COUNTY OF BALDWIN )		
State, hereby certify that MATTHEW P. Mannes as Chairman and County Administrate signed to the foregoing instrument and this date that, being informed of the content.	, a Notary Public in and for said County, in ICKENZIE, and ROGER H. RENDLEMAN ator of the Baldwin County Commission, rewho are known to me, acknowledged before its of said instrument, they executed the same and as an act of the Baldwin County Commission.	N, whose spectively e me on le
Given under my hand and official s	eal this the day of	, 20
	Notary Public	_
	My Commission Expires:	

	City/Town of:
to the state of the total and a second second	Mayor /Date
	Print Name
ATTEST:	
/	
City/Town Clerk /Date	
Print Name	
STATE OF ALABAMA ) COUNTY OF BALDWIN )	
Ĭ.	a Notary Public, in and for said Cou
in said State, hereby certify that	, a Notary Public, in and for said Cour
City/Town Clerk, whose names as Mayor	and City Clerk of,
before me on this day that, being informed	nstrument and who are known to me, acknowledged of the contents of this instrument, they executed the so for and as an act of the City/Town, Alabama.
Given under my hand and official seal	this the, 20
	N. ( D.11)
	Notary Public

#### RESOLUTION NO. 1472-2024

## A RESOLUTION ESTABLISHING PAID HOLIDAYS FOR ELIGIBLE CITY EMPLOYEES AND STAFF FOR THE 2025 CALENDAR YEAR

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

**SECTION 1.** For the 2025 calendar year, the following days, and other such days as the governing body shall proclaim, are holidays for all eligible employees:

New Year's Day	January 1, 2025
Martin Luther King Jr. Birthday	January 20, 2025
Mardi Gras Day	March 4, 2025
Memorial Day	May 26, 2025
Independence Day	July 4, 2025
Labor Day	September 1, 2025
Veteran's Day	November 11, 2025
Thanksgiving Day	November 27, 2025
Friday following Thanksgiving Day	November 28, 2025
Christmas Eve	December 24, 2025
Christmas Day	December 25, 2025
Two Personal Days	
	Martin Luther King Jr. Birthday Mardi Gras Day Memorial Day Independence Day Labor Day Veteran's Day Thanksgiving Day Friday following Thanksgiving Day Christmas Eve Christmas Day

#### SECTION 2. Repealer Clause.

Except as expressly amended herein, all terms and provisions contained in Resolution No. 1266-2022, as amended, adopting the personnel manual for the City of Spanish Fort, shall remain in full force and effect.

#### SECTION 3. Severability Clause.

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. Effective Date.

This Resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED this \_\_\_ day of December, 2024.

	Michael M. McMillan Mayor
ATTEST:	
Rebecca A. Gaines City Clerk	

#### **RESOLUTION NO. 1473-2024**

#### A RESOLUTION APPOINTING MEMBERS TO THE CITY OF SPANISH FORT LIBRARY BOARD

WHEREAS, pursuant to Ordinance No. 457-2013, the City Council of the City of Spanish Fort established the City of Spanish Fort Library Board ("the Library Board"); and

WHEREAS, the members of the City Council have constituted the membership of the Library Board; and

WHEREAS, the City Council desires to appoint new members to fill the expired and unexpired terms of the Library Board members.

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

**SECTION 1**. The following persons are hereby appointed to serve as members of the Library Board of the City of Spanish Fort:

- a. Robert Curtis Smith, Jr.
- b. Carl L. Gustafson, Jr.
- c. Shane M. Perry, Jr.d. Stephen J. Winn
- e. Mary W. Brabner

**SECTION 2**. All appointments made by this Resolution are subject to the terms and conditions contained in Ordinance No. 457-2013, as amended.

**SECTION 3.** All appointments shall be effective as of December 16, 2024. All members shall serve until November 3, 2025, or until their successors are appointed.

ADOPTED and APPROVED the \_\_\_\_ day of December, 2024.

	Michael M. McMillan Mayor
ATTEST:	
Rebecca A. Gaines, CMC City Clerk	

#### RESOLUTION NO. 1474-2024

### A RESOLUTION CONCERNING THE USE OF CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

**WHEREAS**, in January, 2022, the United States Department of the Treasury issued its Final Rule concerning the uses of *Coronavirus State and Local Fiscal Recovery Funds*, to be found at 31 CFR Part 35 (the "Final Rule"); and

**WHEREAS**, as one possible use of the funds, cities may use the funds to pay for "government services" in an amount equal to their revenue loss experienced due to the COVID-19 public health emergency, but only up to the amount of such revenue loss; and

**WHEREAS**, remaining unencumbered funds must be encumbered by December 31, 2024; and

**WHEREAS**, the City of Spanish Fort has encumbered its funding on drainage projects and street repair projects, including, but not limited to, Patrician Drive, Denise Lane, Highway 31, Loyalty Park projects and other drainage projects in the City; and

WHEREAS, there are American Rescue Plan funds remaining to be expended;

**WHEREAS**, having reviewed the options, it is in the City of Spanish Fort's best interest to elect to use all remaining American Rescue Plan funds to fund the City of Spanish Fort Library Elevator project currently underway.

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

#### Section 1. Allocation of Unencumbered Funds

That The City of Spanish Fort, Alabama, elects to allocate all unencumbered American Rescue Plan Funds to assist in financing the City of Spanish Fort Library Elevator Project in the City of Spanish Fort.

#### Section 2. Severability Clause.

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. Effective Date.

This Resolution shall become effective immediately upon its adoption.

ADOPTED and APPROVED this the	day of	December	, 2024.
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ATTEST:	Michael M. McMillan Mayor
Rebecca A. Gaines, CMC City Clerk	

#### **RESOLUTION NO. 1475-2025**

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

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

**SECTION 1**. The City Council hereby authorizes the Mayor to enter into an agreement with the Haven, Inc. for assistance with the care and adoption of stray animals held at the Spanish Fort dog holding facility. A copy of the proposal for the proposed work is attached hereto as Exhibit 1, subject to changes approved by the Mayor.

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

ADOPTED AND APPROVED this \_\_\_ day of December, 2024.

	Michael M. McMillan Mayor
ATTEST:	
Rebecca A. Gaines, CMC City Clerk	

#### Exhibit 1 to Resolution No. 1475-2024

#### AGREEMENT FOR DOG ASSESSMENT AND PLACEMENT SERVICES

This Agreement ("Agreement") is made and entered in	ito this	day of	, 2024
by and between: THE HAVEN, INC. ("The Haven"), a	an Alabama no	n-profit corporation	
and THE CITY OF SPANISH FORT, ALABAMA ("C	'ity"), an Alaba	ma municipal corpor	ation

#### WITNESSETH:

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

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

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

WHEREAS, The Haven possesses unique qualifications including:

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

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

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

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

#### 1. SCOPE OF SERVICES

The Haven shall provide the following services to the City:

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

The City shall provide the following to The Haven:

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

#### 2. TERM

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

#### 3. COMPENSATION

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

- a) Fee Structure for Dog Transfers
  - 1. Healthy Dog Transfer Fee: \$50

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

#### Eligibility Criteria:

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

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

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

Examples include dogs requiring:

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

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

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

Examples include dogs with:

- Chronic but manageable conditions
- Special dietary needs
- Ongoing medication requirements
- Long-term behavioral management needs
- Mobility issues
- Age-related conditions (senior dogs)
- 4. Non-Transferable: Unhealthy/Untreatable

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

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

#### Additional Notes:

- 1. Fees cover basic costs associated with initial care and assessment
- 2. Transfer fees may be adjusted if approved by the Mayor, or his or her designee, prior to the transfer, based on:

3.

- Available medical history
- Special circumstances or agreements
- 4. All transfers include:
  - Available medical records in its possession
  - Behavioral assessment results
  - Known history
  - Transfer documentation

#### 5. Payment terms:

- Invoice available for approved rescue partners
- Bulk transfer rates may be negotiated
- Payments shall be made monthly within twenty (20) days of receipt of invoice

#### 4. THE HAVEN'S OBLIGATIONS

The Haven shall:

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

#### 5. CITY'S OBLIGATIONS

The City shall:

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

#### 6. INSURANCE

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

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

#### 7. RELATIONSHIP OF PARTIES

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

#### 8. INDEMNIFICATION

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

#### 9. TERMINATION

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

#### 10. COMPLIANCE WITH LAWS

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

#### 11. NOTICES

All notices shall be in writing and sent to:

For The Haven: Michael Graham, Executive Director, The Haven Physical Address: The Haven, Inc. Mailing Address: P.O. Box 1063 559 South Section Street Fairhope, AL, 36533 Fairhope, AL 36532 For the City: Michael M. McMillan Mayor City of Spanish Fort 7361 Spanish Fort Blvd. Spanish Fort, Alabama 36527 12. GOVERNING LAW This Agreement shall be governed by the laws of the State of Alabama. 13. ENTIRE AGREEMENT This Agreement constitutes the entire agreement between the parties and may only be modified in writing signed by both parties. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written. THE HAVEN, INC. By: \_ Michael Graham **Executive Director** CITY OF SPANISH FORT, ALABAMA By: \_ Michael M. McMillan Mayor ATTEST: City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

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

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

	Notary Public, Baldwin County, Alabama My Commission Expires:
STATE OF ALABAMA	
COUNTY OF BALDWIN	
I,	
	Notary Public, Baldwin County, Alabama My Commission Expires: