

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

Regular Meeting
August 19, 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 August 5, 2024
Regular Meeting August 5, 2024

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

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

The City of Spanish Fort Administrative Offices and the Spanish Fort Public Library will be closed on Monday, September 2, 2024, to celebrate the Veteran's 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.

- IX. OLD BUSINESS
- X. NEW BUSINESS

Swearing in of City Employees

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

Ordinance No. 674-2024----An Ordinance Annexing Certain Property into the Corporate Limits of the City of Spanish Fort, Alabama

Ordinance No. 675-2024----An Ordinance Regulating the Keeping of Animals within the Corporate Limits of the City of Spanish Fort

Resolution No. 1435-2024---A Resolution Amending the Spanish Fort Police Department Policy Manual

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. 1443-2024----A Resolution Adopting a Transportation Plan for the City of Spanish Fort for Fiscal Year 2024-2025

XI. ADJOURN TO NEXT MEETING
Work Session and Regular Meeting, September 3, 2024

**Spanish Fort City Council
Minutes, Regular Meeting, August 5, 2024**

CALL TO ORDER

The City Council of the City of Spanish Fort, Alabama, met Monday, August 5, 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

City Attorney led the invocation and Pledge of Allegiance.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

The minutes of the Meeting and Work Session of July 15, 2024 and Special Work Session of July 22, 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

Carl Gustafson reported the newly appointed Junior City Council would be meeting on August 8, 2024 for a work session to discuss social media.

PUBLIC PARTICIPATION

Ms. Laura Tapia of 15 Fiesta Drive remarked on traffic issues in the Spanish Village neighborhood. Ms. Tapia raised concerns of traffic using that neighborhood as a shortcut between Highway 225 and Highway 31. Ms. Tapia asked that the City look at speed bumps or other traffic control devices to prevent speeding in the neighborhood. Ms. Tapia also thanked the City for the elevator project for Spanish Fort Public Library.

Mr. Harry Holloway of 30925 Blakeley Way addressed the Council regarding traffic increases on Blakeley Way and the maintenance of a culvert and area on his property. Mr. Holloway requested the City cut the grass around his culvert, stating the City maintains an area near the sidewalk bridge, but does not maintain his property across the street.

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.

OLD BUSINESS

There was none.

NEW BUSINESS***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. 673-2024

Mayor McMillan presented Ordinance No. 673-2024, amending Ordinance No. 51-96 of the City of Spanish Fort changing the zoning classification of certain property located at 30810 State Highway 181 from R-1 to B-3. David Conner explained the proposed resolution. Discussion followed.

Mayor McMillan opened the public hearing. There were no speakers. Mayor McMillan closed the public hearing. A motion was made by Councilmember J. R. Smith and seconded by Councilmember Brabner to adopt Ordinance No. 673-2024 as amended. 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. 674-2024

Mayor McMillan introduced 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.

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.

Resolution No. 1429-2024

Mayor McMillan presented Resolution No. 1429-2024, a resolution awarding a bid for the Spanish Fort Central Fire Station. David Conner explained the proposed resolution. Discussion followed.

A motion was made by Councilmember Brabner and seconded by Councilmember Perry to adopt Resolution No. 1429-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Perry, Brabner, J. R. Smith and Mayor McMillan. Voting “nay” were none. Councilmember Gustafson voted “present”. Mayor McMillan declared the Resolution adopted.

Resolution No. 1430-2024

Mayor McMillan presented Resolution No. 1430-2024, a resolution awarding a bid for the Spanish Fort Dog Park. David Conner explained the proposed resolution. Discussion followed.

A motion was made by Councilmember J. R. Smith and seconded by Councilmember Curt Smith to adopt Resolution No. 1430-2024. 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. 1431-2024

Mayor McMillan presented Resolution No. 1431-2024, a resolution awarding a bid for the Denise Lane Drainage Modifications in the City of Spanish Fort. David Conner explained the proposed resolution. Discussion followed

A motion was made by Councilmember Perry and seconded by Councilmember Gustafson to adopt Resolution No. 1431-2024. 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. 1432-2024

Mayor McMillan presented Resolution No. 1432-2024, a resolution disposing of surplus property. David Conner explained the proposed resolution. Discussion followed.

A motion was made by Councilmember Curt Smith and seconded by Councilmember J. R. Smith to adopt Resolution No. 1432-2024. 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. 1433-2024

Mayor McMillan presented Resolution No. 1433-2024, a resolution authorizing the Mayor of the City of Spanish Fort, Alabama, to make application for the Edward Byrne Memorial Justice Assistance Grant, administered by the ADECA Law Enforcement and Traffic Safety Division. David Conner explained the proposed resolution. Discussion followed. Mayor McMillan announced that this resolution was being removed from the agenda.

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.

Resolution No. 1436-2024

Mayor McMillan introduced Resolution No. 1436-2024, a resolution authorizing the Mayor to enter into an agreement with Sasser Electrical Services, Inc., for installation of LED lighting at the Spirit Park Tennis Courts. David Conner explained the proposed resolution. Discussion followed.

A motion was by Councilmember Brabner and seconded by Councilmember Curt Smith to suspend the rules to allow for immediate consideration of Resolution No. 1436-2024. 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 motion carried, and the rules were suspended to allow for immediate consideration of the resolution.

A motion was made by Councilmember Curt Smith and seconded by Councilmember J. R. Smith to adopt Resolution No. 1436-2024. 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. 1437 -2024

Mayor McMillan introduced Resolution No. 1437-2024, a resolution authorizing the Mayor to enter into an agreement with MDH Foundation Repair for leveling of sidewalks at Spirit Park in the City of Spanish Fort. David Conner explained the proposed resolution. Discussion followed.

A motion was by Councilmember Brabner and seconded by Councilmember Curt Smith to suspend the rules to allow for immediate consideration of Resolution No. 1436-2024. 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 motion carried, and the rules were suspended to allow for immediate consideration of the resolution.

A motion was made by Councilmember Curt Smith and seconded by Councilmember J. R. Smith to adopt Resolution No. 1437-2024. 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 6:26 p.m.

Approved this ____ day of August, 2024.

Rebecca A. Gaines
City Clerk.

Spanish Fort City Council

Minutes, Work Session, Monday, August 5, 2024

The City Council of the City of Spanish Fort, Alabama, met Monday August 5, 2024, at 4:06 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

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

The Council discussed general municipal business.

City Attorney David Conner made a recommendation that the City Council go into executive session in accordance with the Alabama Open Meetings Act to discuss the general reputation and character of certain individuals and, subject to the limitations set out therein, to discuss the job performance of certain public employees; and 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. Mr. Conner made an oral declaration that the exceptions under the Open Meetings Act are applicable to the planned discussion. A motion was made by Councilmember Gustafson and seconded by Councilmember J. R. Smith to go into executive session at 4:47 p.m. to discuss the aforementioned matters. Mayor McMillan called for the polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan announced that the executive session would last approximately 45 minutes and that the Work Session would resume upon the conclusion of the executive session.

At 5:33p.m., City Clerk Rebecca A. Gaines announced the executive session would continue for approximately 15 more minutes.

The Council reconvened at 5:49 p.m.

The Council discussed general municipal business.

There being no further business before the Council, the work session adjourned at 5:49 p.m.

Approved this _____ day of August 2024.

Rebecca A. Gaines, CMC
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

ORDINANCE NO. 674-2024

AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, on the 19th day of June, 2024, David Kirby, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

WHEREAS, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

WHEREAS, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

WHEREAS, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

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

SECTION 1. Consent to Annexation.

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

SECTION 2. Filing in Probate Court.

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

SECTION 3. Repealer Clause.

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

SECTION 4. Severability Clause.

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

SECTION 5. Effective Date.

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

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

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, the undersigned, David Kirby (the Petitioner), constituting the owner of the hereinafter described property, does hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the City of Spanish Fort in accordance with Ala. Code §11-42-20 through §11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioner hereby certify that he (she, he, it) is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represent and certify that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, and in the event any portion of said property does lie within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has hereunto set his hand and seal on this the 19th day of June, 2024.

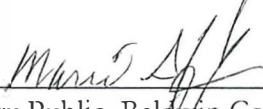
David Kirby
Petitioner

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Marie Stringfellow, a Notary Public, in and for said County in said

State, hereby certify that David Kirby, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the date the same bears date.

Given under my hand and seal this 19 day of JUNE, 2024.



Notary Public, Baldwin County, Alabama
My Commission Expires _____

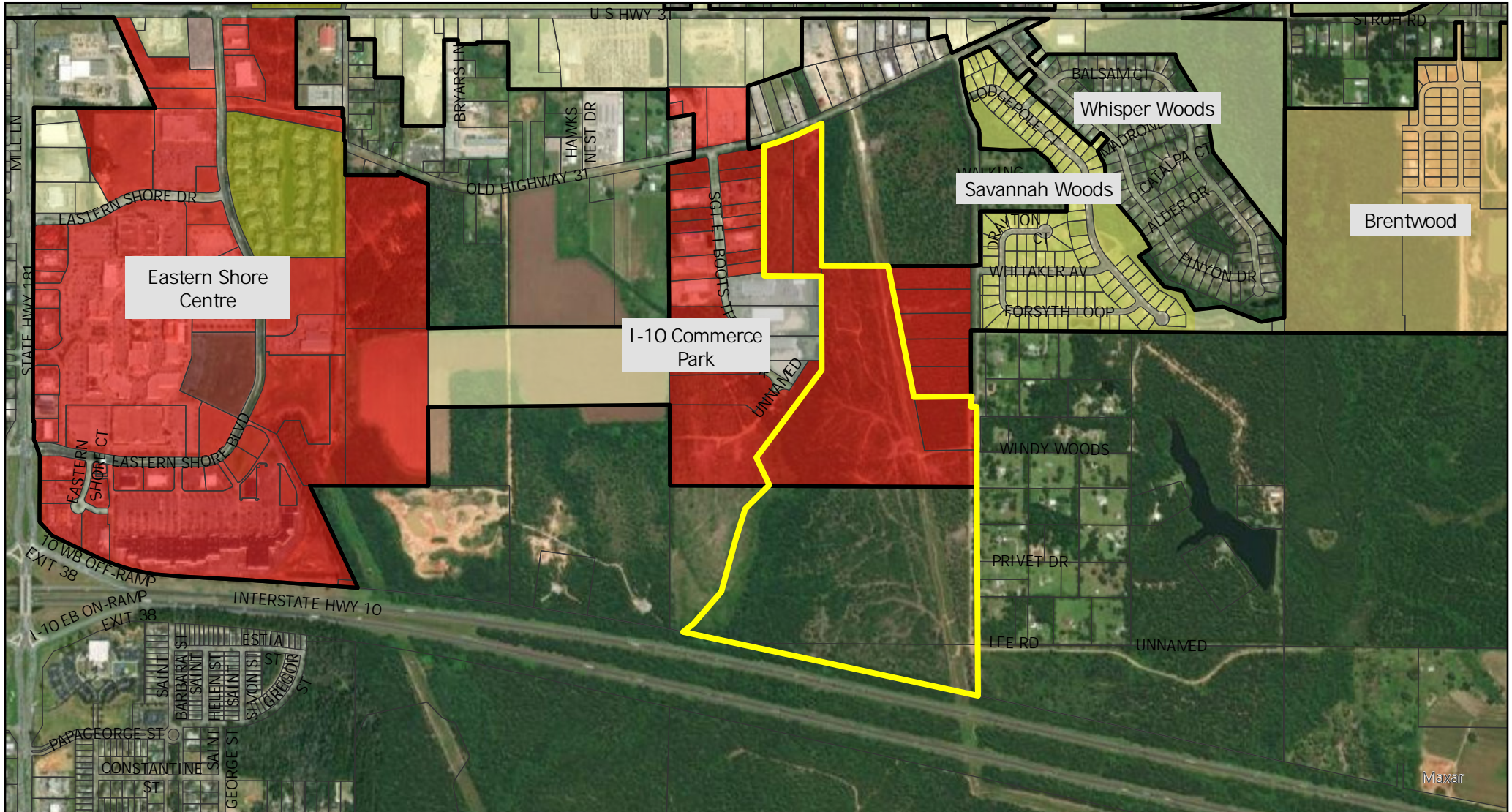


EXHIBIT "A" TO PETITION FOR ANNEXATION

Lot 2 and 3 and 9, I-10 Commerce Center Phase 2 according to the plat thereof recorded on Slide No. 2392-A and 2392-B, of the records in the Office of the Judge of Probate, Baldwin County, Alabama.

Lot 2 of the Resubdivision of I-10 Commerce Center, Phase 2 according to the Plat thereof recorded on Slide No. 2947-F (Document No. 2024-2124792), of the records in the Office of the Judge of Probate, Baldwin County, Alabama.

Exhibit B to Petition for Annexation



Spanish_Fort_Zoni

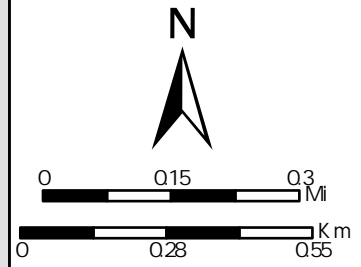
ZONING_CLA

- B-1: Professional Business
- B-2: Local Business
- B-3: General Business
- B-4: Major Business District
- Baldwin County
- City of Spanish Fort
- M-1: Light Industrial

- PUD: Planned Unit Development
- R-1: Low-Density Single-Family Residential
- R-2: Medium-Density Single-Family Residential

- R-3: Multi-Family Residential
- R-3D: Medium Density Multi-Family Residential
- R-4: Manufactured/Mobile Home Residential
- State of Alabama

- T-1: Telecommunication Tower District
- B-5: Hotel/Motel
- < all other values >
- SF_City_Limits_0124



ORDINANCE NO. 675-2024

AN ORDINANCE REGULATING THE KEEPING OF ANIMALS WITHIN THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

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

SECTION 1. Office of Animal Control Officer Created.

(a) There is hereby created within the City of Spanish Fort, Alabama, the position of Animal Control Officer. The Animal Control Officer shall be appointed by the City Council of the City of Spanish Fort, and the Chief of Police or any member of the Spanish Fort Police Department may be appointed as Animal Control Officer, in addition to their other duties. The Animal Control Officer shall supervise the enforcement of this Ordinance, and any additional enforcement officers appointed by the City Council shall be hereafter known as Animal Control Officers. Any police officer of the Spanish Fort Police Department shall have the authority to enforce the provisions of this Ordinance.

(b) It shall be unlawful for any person to knowingly and willfully oppose or resist the Animal Control Officer or any other enforcement officers in executing or attempting to execute any lawful process or in the discharge of any regular duty, or in any way to interfere with, hinder or prevent any such officer from discharging his or her duty.

SECTION 2. Definitions.

For the purpose of this Ordinance, the following words and phrases shall have the meaning respectively ascribed to them by this Section:

(a) CITY OF SPANISH FORT ANIMAL HOLDING FACILITY OR CITY ANIMAL HOLDING FACILITY/SHELTER. The place designated or used by the City of Spanish Fort for the place of confinement of animals held under the authority of this Ordinance, which may include, but is not limited to, any county animal shelter, any animal shelter maintained by another municipality or approved privately operated animal shelter, approved rescue organization or veterinarian clinic.

(b) ANIMAL CONTROL OFFICER. All enforcement officers assigned by the City of Spanish Fort to enforce this Ordinance, which shall include, but shall not be limited to, the Chief of Police and all police officers of the City of Spanish Fort Police Department.

(c) AT LARGE. Any animal, other than a domestic house cat, shall be “at large” when it is off the property of its owner or person in charge of such animal and not carried by said person or kept in an effective enclosure or controlled by such person by means of a leash in such a way as to prevent its free movement, and so as to prevent said animal from freely charging or attacking a person or animal. Provided, however, that a dog which is not vicious, or presumed to be vicious, and which is obedient either by training and which is obedient either by training or temperament shall not be considered “at large” while upon a public street or other public place and in the immediate presence and under voice control of its owner or a competent handler, and provided further, that a dog which is not vicious or presumed to be vicious shall not be considered “at large” while on the premises of its owner or a person in charge of the animal. A dog which is off the premises of its owner or a person in charge of the animal and more than 30 feet from the actual location of its handler shall not be considered in the immediate presence of an under voice control of its handler.

(d) BITTEN. Shall mean seized with the teeth or jaws, such that the skin of the person or thing seized has been nipped or gripped or has been wounded or pierced and there has been probable contact of saliva with the break or abrasion of the skin as determined by a licensed physician.

(e) DOG. Shall mean and include all members of the domestic canine family.

(f) DOMESTICATED ANIMALS. Any such animals that are accustomed to live in or about the habitation of humans, including, but not limited to, cows, fowl, horses, sheep, goats, swine, livestock or any other animal kept as a pet or otherwise.

(g) CAT. Shall mean a domestic house cat.

(h) STRAY ANIMAL. Any animal running at large, the owner or person in charge of which is unknown.

(i) WILD ANIMAL. Any animal of a species that in their natural life or habitat are wild, dangerous or ferocious and, though they may be trained and domesticated by the owner, will remain dangerous to the public at large.

SECTION 3. Collar and Tag Requirement.

Every dog over three months of age kept within the corporate limits of the City of Spanish Fort shall at all times wear a collar to which shall be attached an identification tag identifying the owner's name, address and telephone number where the owner may be contacted.

SECTION 4. Seizure of Dogs Running at Large.

(a) It shall be unlawful for the owner or any other person having charge or control of a dog to allow it to be or run at large within the City. It shall be the duty of the Animal Control Officer when so notified, or whenever the Animal Control Officer observes any dog running at large, to immediately cause such dog to be seized and confined in the City Animal Holding Facility and to make a reasonable effort to notify the owner if the dog has a tag identifying the name, address and telephone number of the owner. Any dog found unlawfully to be at large within the City is hereby declared a nuisance and shall be seized and confined by the Animal Control Officer and cared for in a humane manner for a period of not less than seven (7) days.

(b) In addition to, or in lieu of, confining a dog found unlawfully at large when the owner or person in charge of said dog is known to the Animal Control Officer, the Animal Control Officer may return the dog to the owner or person in charge and issue a citation for violation of this Ordinance.

(c) Immediately upon confinement of dogs, the Animal Control Officer shall make reasonable effort to ascertain the identity of and notify the owner or person in charge of such dogs of their confinement and of the conditions under which they may regain possession of such animal.

SECTION 5. Keeping of Vicious Dogs.

(a) VICIOUS OR DANGEROUS DOG DEFINED. Any dog which bites, scratches, fiercely attacks or attempts to bite, scratch or fiercely attack any person or other animal, or which chases or runs after any person or vehicle in which or on which a person is riding, shall be deemed to be vicious or dangerous.

(b) CONFINEMENT REQUIRED. It shall be unlawful for the owner or other person in charge thereof to keep a vicious dog in the City, unless such dog is securely confined, bound or adequately leashed in such a manner as to prevent such dog from biting or attacking a person or other animal.

(c) ENCLOSURES FOR VICIOUS DOGS-POSTING OF PREMISES. Whenever a vicious dog is permitted to run at large within a wall, fence or other enclosure, it shall be the duty of the owner or person in charge of such dog to give public notice or warning that such dog is at large within such enclosure by conspicuously posting a written or printed notice at every unlocked entrance to such enclosure.

(d) Whenever a vicious dog is not properly and securely confined, the Animal Control Officer may order confinement of the dog until the owner or other person in charge of such dog provides an enclosure which, in the opinion of the Animal Control Officer, is adequate. Until an enclosure is provided which the Animal Control Officer deems adequate, the Animal Control Officer may order confinement of such dog with such person or organization as the Animal Control Officer shall determine. The cost of feeding and caring for the dog, including, but not limited to medical treatment deemed necessary by an Animal Control Officer or of the City of Spanish Fort Animal Holding Facility, shall be paid by the owner. If the owner of such dog fails to provide an enclosure which the Animal Control Officer deems to be adequate within thirty days, such dog may be disposed of by extermination or as otherwise directed by the Animal Control Officer, including, but not limited to adoption or placement with a third-party..

(e) REPORTING OF VICIOUS DOGS BY SWORN STATEMENT, PROCEDURE UPON FIRST INDICATION OF VICIOUSNESS. When any person claims that a dog is vicious, he or she shall make a sworn statement before an officer authorized to administer oaths in the City, and the sworn statement shall set forth the reasons for believing the dog to be vicious. The sworn statement shall be delivered to the Animal Control Officer. Upon receipt of such sworn statement, the Animal Control Officer shall immediately make an investigation. If, in the Animal Control Officer's opinion, the dog is vicious, and if he or she further finds that the incident reported is the first incident or indication of viciousness on the part of the dog, the Animal Control Officer shall order such dog confined. If the owner of the dog does not immediately provide a proper enclosure, the Animal Control Officer shall confine such dog with such person or organization as the Animal Control Officer shall determine for a period not exceeding thirty days. If the owner or person in charge of the dog does not provide an enclosure within thirty days which meets the approval of the Animal Control Officer and pay the expense of confinement, including, but not limited to, types of costs and expenses set forth in section 5(d), the dog may be disposed of by extermination or as otherwise directed by the Animal Control Officer.

(f) PROCEDURE UPON PRIOR INDICATION OF VICIOUSNESS BUT NO PRIOR ACTION TAKEN BY ANIMAL CONTROL OFFICER. If upon receipt of the sworn statement provided in the preceding section the Animal Control Officer determines that the dog is vicious, and if he or she further finds that the dog has on previous occasions given evidence of its viciousness, but that no prior order has been made by him or her in reference to such dog, the Animal Control Officer may, in his or her judgment, either order the dog confined as provided in the preceding section, or he or she may file a judicial proceeding before the municipal court or other court authorized to hear municipal cases to determine whether or not such dog should be exterminated.

(g) PROCEDURE WHEN THERE HAS BEEN PRIOR INDICATION OF VICIOUSNESS AND ANIMAL CONTROL OFFICER HAS ACTED. If upon receipt of the sworn statement provided in Section 5, the Animal Control Officer shall find such dog to be vicious, and if he or she further finds that he or she had, prior to the time of the receipt of such sworn statement, ordered the dog to be confined, the Animal Control Officer shall order such dog confined for three days, and at the end of such time shall have the dog exterminated, unless the owner appeals to the municipal court or other court authorized to hear municipal cases, in which case the matter shall be determined by the judge.

(h) APPEAL OF FINDING OF VICIOUSNESS BY ANIMAL CONTROL OFFICER. In the event the Animal Control Officer determines that a dog is vicious or dangerous and orders the dog to be confined, the owner or other person in charge of such dog may appeal the finding and order to the municipal court or the court authorized to hear municipal cases by filing a notice of appeal with the Court Clerk and the City Clerk within 5 days of the date of the order. The owner shall be responsible for all costs of the appeal and expenses of confinement during the pendency of the appeal or otherwise, including, but not limited to, the types of costs and expenses set forth in Section 5(d)..

(i) REMEDIES OF DIVISION TO BE CUMULATIVE. The remedies provided in this division are cumulative and shall in no way affect any other remedies provided by law and shall be in addition to the criminal prosecution of the owner or keeper of any vicious dog.

SECTION 6. Animals Running at Large-Prohibited.

It shall be unlawful for the owner or any other person having charge or control of any animal other than a dog or cat, including, but not limited to, livestock, domesticated animals or any other animal kept by said person, to allow said animal to be or run at large within the City.

SECTION 7. Noisy Animals.

(a) It shall be unlawful and a nuisance for any person to keep on a residential lot or premises any animal or group of animals, known to said person to habitually, continuously, or intermittently to make or emit sound or noises of such volume and nature as to unreasonably interfere with or disturb the peace, quiet, comfort and repose of persons of ordinary sensibilities within the neighborhood in the reasonable use and enjoyment of adjacent property.

(b) It shall be unlawful and a nuisance for any person to keep on any tract, lot or premises within the City any animal or group of animals whether the same is housed in a corral, kennel, building or other structure(s) under such circumstances that the sounds or noises emitted by said

animals are of such volume and nature as unreasonably to interfere with or disturb the peace, quiet, comfort and repose of persons of ordinary sensibilities in the reasonable use and enjoyment of any adjacent property used for residential purposes.

(c) Any owner or person in charge violating this Section shall be guilty of maintaining a nuisance. Provided, however, that no prosecution shall be commenced and no arrest made pursuant to this Section, except upon sworn statement made before and warrant issued by a Magistrate.

SECTION 8. Right of Entry.

The Animal Control Officer of the City of Spanish Fort shall have the right to enter upon any property, except a private dwelling house, for the purpose of capturing any animal in violation of the provisions of this Ordinance subject to state law.

SECTION 9. Procedure for Redemption.

The owner of any animal may, within seven (7) days after the animal is impounded, redeem the animal by paying to the City of Spanish Fort the sum of twenty-five (\$25.00) dollars for the impounding and the actual cost incurred by the City of Spanish Fort, but not less than ten (\$10.00) dollars per day, for the keep of said animal, plus any other fees charged by the holding facility. In the case of a dog or cat, evidence must be presented that said dog or cat has been inoculated against rabies prior to release.

SECTION 10. Disposition of Unredeemed Dogs or Cats.

(a) In the event any impounded animal is not redeemed within seven (7) days after the same is impounded, the Animal Control Officer may, at such Officer's discretion, place said animal in a home or adopt the animal out or place with a third party for expenses incurred, turn said animal over to the Humane Society or other rescue organization approved by the Mayor for adoption or destroy said animal in a humane manner.

(b) After a dog or cat has been confined for the period of time as provided in this Section, and if the owner or person entitled to possession fails to make application for the release of such animal as herein provided, or fails to pay the charges as provided this Ordinance, or fails to pay for the proper inoculation for rabies, or if such satisfactory evidence as required by this Ordinance is not provided, then such animal is hereby declared a nuisance and a danger to the health, safety and welfare of the City, and the Animal Control Officer may cause such animal to be humanely destroyed as herein provided. However, any dog or cat under two (2) weeks old or whose eyes have not opened since birth may be humanely disposed of immediately upon being impounded where it has been found in violation of the Animal Control Ordinance.

(c) Any Animal Control Officer authorized by the Chief of Police to carry a firearm assisting in impounding any animal shall have the authority to shoot and kill such animal, if in attempting to capture the same or in otherwise keeping the same, it shall become an immediate hazard to his or her safety or the safety of persons or animals in the immediate vicinity.

(d) Any confined animal that is injured or diseased will, as an act of mercy, be humanely destroyed immediately if it is determined by the Animal Control Officer or a veterinarian that such destruction is necessary to prevent unnecessary suffering, to prevent the spread of disease or because the animal is incurable. A written finding to this effect shall be signed by those inspecting the animal and such written document shall be retained by the City for a period of one (1) year.

(e) Unless otherwise authorized by this Ordinance or applicable laws, the Animal Control Officer when required to dispose of animals shall do so by such process as is recognized by veterinary science as being a humane manner in which to destroy animals.

(f) Wild or non-domesticated animals, when circumstances demand, may be destroyed by the Animal Control Officer at his or her direction for public safety, to prevent the spread of disease and as an act of mercy. Such authority or approval shall come from the Chief of Police for animal control personnel to carry out the provisions of this Section.

SECTION 11. Rabies Vaccination Required - Penalty.

(a) It shall be unlawful for any owner or person in charge to keep any dog or cat more than three (3) months of age within the City which has not been vaccinated against rabies within the preceding twelve (12) months.

(b) Any owner or person in charge in violation thereof shall be subject to a penalty not to exceed an amount equal to twice the State-approved charge for inoculation, to be imposed by the Animal Control Officer or his authorized representative, in addition to the fee prescribed for the inoculation.

(c) In order to be sufficient under this Ordinance, the vaccination of a dog or cat shall be accomplished by a licensed veterinarian.

(d) The serially numbered rabies tag at the time of inoculation shall at all times be attached to a collar or harness worn by the dog for which the tag is issued. However, said tag need not be attached during supervised obedience training classes or animal shows.

SECTION 12. Confinement of Dogs or Cats in Heat.

Every female dog or cat in heat shall be kept confined by the owner or person in charge. At any time that a female dog or cat in heat is found to be causing a disturbance of cats and dogs on adjoining premises, it shall be the duty of the owner or person in charge of said dog or cat to immediately confine said dog or cat in a manner so as to avoid such disturbance.

SECTION 13. Duty to Restrain or Control.

(a) Dogs - It shall be the duty of every owner or person in charge of a dog to keep said animal under effective restraint or control inside the City limits, whether or not said dog is upon or away from his or her premises. It shall be unlawful for the owner or person in charge of any dog to fail to keep said animal under effective restraint or control. Proof that a dog was not properly restrained or controlled while off the premises of the owner or person in charge shall be prima facie evidence of a violation. Negligent failure to provide or maintain effective control or restraint shall not be a defense; however, competent evidence that said failure was occasioned by an unforeseeable and independent act of a third person shall shift the burden on the City to prove otherwise.

(b) Cats - It shall be unlawful for the owner or any person having custody or control of any cat known to habitually cause destruction or damage to the property of another to allow said cat to run at large within the City. Provided, however, that no prosecution shall be commenced and no arrest made pursuant to paragraph (b) of this Section except upon sworn statement made before and warrant issued by a Magistrate.

(c)

SECTION 14. Stray Dogs May be Taken Up.

Any person in the City finding any dog running at large about his premises or residence, or the residence of which he or she is in charge, may have such animal confined by the Animal Control Officer as an at large animal or stray.

SECTION 15. Humane Traps.

(a) The Animal Control Officer is hereby authorized, in order to apprehend animals in violation of this Ordinance, to use traps designed humanely to capture said animals by placing the same upon any public property of the City, upon the right of way of any public street or highway or upon the private property of any person granting permission therefor.

(b) It shall be the duty of the Animal Control Officer to check such traps daily and remove captured animals therefrom to the City Animal Holding Facility where they shall be disposed of as otherwise provided herein.

(c) It shall be unlawful for any person to molest or tamper with any such trap or to remove any animal captured in any such trap or to interfere with the Animal Control Officer in setting or servicing any such trap.

(d) Any owner or person in charge of any dog captured in a humane trap which is off the premises of the owner or person in charge thereof shall be prima facie presumed to have allowed, suffered or permitted such animal to be or to run at large. At any time a dog is captured by use of such trap, and the owner or person in charge is known or becomes known to the Animal Control Officer, such owner or person in charge shall be given a citation to appear in court.

SECTION 16. Cruelty to Animals.

Any person who (a) overrides, overdrives, overloads, drives when overloaded, tortures, torments, deprives of necessary sustenance, cruelly beats, mutilates or cruelly kills any animal; and (b) any person who having the charge or custody of such animal, either as owner or otherwise, inflicts unnecessary cruelty upon same, or fails to provide the same with proper food, drink, or protection from the weather, or cruelly drives or rides or allows to be ridden or overdriven when unfit for labor; and (c) any person who having the charge or custody of any animal known to him or her to require medical treatment or care in order to prevent unjustifiable physical pain, suffering, or death, who having such knowledge fails to provide proper treatment and care, or in the alternative, to cause said animal to be humanely disposed of; and (d) any person who unlawfully or maliciously kills, disables, disfigures or injures any animal, without good excuse, shall be guilty of a misdemeanor.

SECTION 17. Duty of Owner to Remove Deposited Feces.

It shall be the duty of the owner or person in charge of any dog or cat which has been allowed by that person to be at large to remove and dispose of any feces deposited by the animal upon any residential lot of another occupied for human habitation, or upon any right-of-way adjacent thereto, upon demand from the owner or occupant thereof, or upon demand of the Animal Control Officer.

SECTION 18. Owner's Duty to Remove Scattered Garbage.

It shall be the duty of the owner or person in charge of any dog or cat which has been allowed or suffered by that person to run at large to pick up and remove to a secure authorized container any garbage or refuse which the animal has caused to be overturned, spilled or scattered upon any residential lot occupied for human habitation, or upon any right-of-way adjacent thereto, upon demand from the owner or occupant thereof, or upon demand of the Animal Control Officer, and it shall be unlawful for any such person to fail or refuse to do so; provided, however, that no prosecution shall be commenced and no arrest made pursuant to this section except upon affidavit made before and warrant issued by a Magistrate.

SECTION 19. Citations.

When any animal is found by the Animal Control Officer to be in violation of any provision of this Ordinance, and the person or persons responsible become known to the Animal Control Officer, he may issue a citation to the owner or person in charge for said violation directing him to appear in court at a time and date stated therein to answer to charges of violations of this Ordinance, which said charges shall be stated in said citation.

SECTION 20. Disposition of Fees.

All monies collected as provided for in this Ordinance shall be turned over and delivered forthwith to the City Clerk.

SECTION 21. Minimum Penalties.

Any person violating any provision of this Ordinance shall be punished by a fine of not less than \$10.00 nor more than \$500.00, and said person shall pay all costs incurred by the City in capturing, confining and caring for an animal found to be in violation of this Ordinance. In addition to such other punishment as may be provided by the Court, the following minimum fines and penalties shall apply:

<u>Description of Offense</u>	<u>1st Offense</u>	<u>2nd Offense</u>	<u>3rd Offense</u>
Allowing a dog	\$ 15.00	\$ 25.00	\$ 50.00

to run at large

Allowing a dog to be kept without a proper identification tag affixed	\$ 10.00	\$ 20.00	\$ 30.00
Not properly confining a female dog or cat in heat	\$ 25.00	\$ 50.00	\$100.00
Cruelty to animals Confinement	\$200.00	\$500.00	10days
Allowing an animal known or presumed to be vicious to be at large	\$100.00	\$200.00	\$500.00

SECTION 22. Animals Suspected of Having Rabies Declared Nuisances; Impoundment of Same.

Any animal suspected of infection with rabies is hereby declared to be a public nuisance and a danger to the health and safety of the community. The Animal Control Officer may take up and confine any such animal.

SECTION 23. 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 24. Repealer Clause.

Ordinance No. 115-2001 is hereby repealed. 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 25. Effective Date.

This Ordinance shall become effective upon its adoption.

ADOPTED AND APPROVED this ___ day of _____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

RESOLUTION NO. 1435-2024

**A RESOLUTION AMENDING THE SPANISH FORT POLICE DEPARTMENT
POLICY MANUAL**

**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 has established and adopted certain policies and procedures for the Police Department of the City of Spanish Fort, and the City Council hereby adopts and approves certain amendments to the Spanish Fort Police Department Policy Manual, as approved by the Mayor.

SECTION 2. The Spanish Fort Police Department Policy Manual may be amended from time to time as approved by the Mayor.

SECTION 3. No part of this Resolution should be construed to exempt any Police Department Personnel from adhering to the City of Spanish Fort Personnel Manual as adopted in Resolution No. 1239-2022, or any amendments thereto.

SECTION 4. 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 5. 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. Notwithstanding the foregoing, Resolution No. 1239-2022, as amended, shall continue in full force and effect, and the more stringent standards or requirements contained either in the Personnel Manual or the Police Policy and Procedure Manual shall govern. Except as expressly amended herein, all terms, conditions and provisions contained in the Spanish Fort Police Department Policy Manual shall remain in full force and effect.

ADOPTED AND APPROVED this ___ day of _____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

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. 1443-2024

A RESOLUTION ADOPTING A TRANSPORTATION PLAN FOR THE CITY OF SPANISH FORT FOR FISCAL YEAR 2024-2025

WHEREAS, the Rebuild Alabama Act (the “Act”) was signed into law on March 12, 2019; and

WHEREAS, the Act requires the City to approve a Transportation Plan for Fiscal Year 2024-2025: and

WHEREAS, the City plans to use funding received by the City pursuant to the Act for one or more planned projects.

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

SECTION 1. The City Council hereby adopts the City of Spanish Fort Transportation Plan for Fiscal Year 2024-2025, which includes projects for resurfacing and roadway improvements along Oakleigh Court, Oakleigh Drive, Ponce De Leon Drive and Woodland Way in the Woodlands Subdivision. The estimated monetary amount of improvements to be constructed is approximately \$321,439.00. The City plans to spend the funds it receives pursuant to the Act on the project listed above.

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 upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this ____ day of August, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk