

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

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

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

Work Session September 3, 2024  
Regular Meeting September 3, 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](mailto:jerry.carl@mail.house.gov). It is important the Congressman and his staff receive your feedback.

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

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

On Tuesday, October 1, 2024, the City of Spanish Fort and Infirmery Medical Systems will present a program to educate the community on the use of Narcan to treat drug overdoses in our community. Free Narcan will be distributed to attendees on a first come, first served basis. The event begins at 6:00 p.m. Doors will open at 5:30 p.m.

The City of Spanish Fort would like to congratulate local restaurant Beef O'Brady's which last week was named by the Alabama Retail Association as Alabama's 2024 Retailer of the Year in the Annual Sales \$1 Million to \$5 Million category, for its community service and exceptional sales growth as well as its excellent service, atmosphere and food.

- IX. OLD BUSINESS
- X. NEW BUSINESS

Announcement of Planning Commission Appointment

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

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

Ordinance No. 676-2024-----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort Changing the Zoning Classification of Certain Property Located at 10810 Highway 31 from R-1 to B-3

Ordinance No. 677-2024-----An Ordinance Establishing a Procurement Policy for the City of Spanish Fort

Ordinance No. 678-2024-----An Ordinance Regulating Control of Mosquitos and Stagnant Water in the City of Spanish Fort, Alabama

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

Resolution No. 1445-2024----A Resolution Approving the Execution of an Agreement for Debris Monitoring, Disaster Management and Recovery Services

Resolution No. 1446-2024----A Resolution Authorizing the Mayor of the City of Spanish Fort, Alabama, to Enter into an Agreement for the Rental and Installation of a Postage Meter for the City of Spanish Fort

Resolution No. 1447-2024----A Resolution Authorizing the Mayor of the City of Spanish Fort to Enter into an Agreement for the Provision of Time and Attendance Software for the City of Spanish Fort

Resolution No. 1448-2024----A Resolution Authorizing the Mayor of the City of Spanish Fort, Alabama, to Enter into an Agreement for Roofing Repairs at 7581 Spanish Fort Blvd. ("Old City Hall") in the City of Spanish Fort

Resolution No. 1449-2024----A Resolution Authorizing the Mayor of the City of Spanish Fort, Alabama, to Enter into an Agreement for Brick Repair and Painting at 7581 Spanish Fort Blvd. ("Old City Hall") in the City of Spanish Fort

Resolution No. 1450-2024----A Resolution Awarding the Bid for a Sidewalk along Jimmy Faulkner Drive from Tanager Lane to Spanish Fort Middle School

XI. ADJOURN TO NEXT MEETING  
Work Session and Regular Meeting, October 7, 2024

## Spanish Fort City Council

### Minutes, Work Session, Tuesday, September 3, 2024

The City Council of the City of Spanish Fort, Alabama, met September 3, 2024, at 4:00 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

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

The Council discussed general municipal business.

City Attorney David Conner made a recommendation that the City Council go into executive session in accordance with the Alabama Open Meetings Act to discuss the general reputation and character of certain individuals and, subject to the limitations set out therein, to discuss the job performance of certain public employees; to discuss the legal ramifications of and legal options for pending litigation, controversies not yet being litigated, but imminently likely to be litigated, or imminently likely to be litigated if the governmental body pursues a proposed course of action; and to discuss the consideration the governmental body is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property. Mr. Conner made an oral declaration that the exceptions under the Open Meetings Act are applicable to the planned discussion. A motion was made by Councilmember Gustafson and seconded by Councilmember J. R. Smith to go into executive session at 4:36 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 5:10 p.m., City Clerk Rebecca A. Gaines announced the executive session would continue for approximately 30 more minutes.

The Council reconvened at 5:38 p.m.

The Council discussed general municipal business.

There being no further business before the Council, the work session adjourned at 5:38 p.m.

*Approved this \_\_\_\_\_ day of September, 2024.*

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Rebecca A. Gaines, CMC  
City Clerk

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

**CALL TO ORDER**

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

**ROLL CALL**

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

**INVOCATION AND PLEDGE OF ALLEGIANCE**

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

**APPROVAL OF MINUTES OF PREVIOUS MEETINGS**

The minutes of the Work Session/Budget Retreat of August 17, 2024, and the Meeting and Work Session of August 19, 2024, were distributed to each member, and Mayor McMillan called for any corrections. No corrections being offered, Mayor McMillan declared the minutes approved as written.

**REPORTS OF COMMITTEES AND OFFICERS**

Fire Chief Roger Few informed the City Council that the 2024 Fire Prevention 5K and One Mile Fun Run will be held at Meaher State Park on September 28, 2024, at 8:00 a.m.

**PUBLIC PARTICIPATION**

There was none.

**ANNOUNCEMENTS**

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

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

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

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

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

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

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

## **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.

A motion was made by Councilmember Curt Smith and seconded by Councilmember Gustafson to adopt Ordinance No. 668-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Brabner, J. R. Smith and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Ordinance adopted.

### ***Resolution No. 1438 -2024***

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

A motion was made by Councilmember J. R. Smith and seconded by Councilmember Brabner to adopt Resolution No. 1438-2024. 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. 1439 -2024***

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

A motion was made by Councilmember Brabner and seconded by Councilmember Gustafson to adopt Resolution No. 1439-2024. 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. 1440 -2024***

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

A motion was made by Councilmember Perry and seconded by Councilmember J. R. Smith to adopt Resolution No. 1440-2024. 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. 1441 -2024***

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

A motion was made by Councilmember Brabner and seconded by Councilmember J. R. Smith to adopt Resolution No. 1441-2024. 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. 1442 -2024***

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

A motion was made by Councilmember Gustafson and seconded by Councilmember Curt Smith to adopt Resolution No. 1442-2024. 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. 1444-2024***

Mayor McMillan introduced Resolution No. 1444-2024, a resolution adopting the General Operations Budget for Fiscal Year 2024-2025. David Conner explained the proposed resolution. Discussion followed.

Mayor McMillan announced a public hearing will be held at the Monday, September 16, 2024, City Council meeting to hear comments from those in favor of or in opposition to the proposed ordinance.

***Resolution No. 1445-2024***

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

**ADJOURNMENT**

There being no further business before the Council, the meeting adjourned at 6:24 p.m.

***Approved this \_\_\_\_ day of September, 2024.***

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Rebecca A. Gaines  
City Clerk.

**ORDINANCE NO. 676-2024**

**AN ORDINANCE AMENDING ORDINANCE NO. 51-96 OF THE CITY OF SPANISH FORT  
CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT  
10810 HIGHWAY 31 FROM R-1 TO B-3**

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

**WHEREAS**, the Planning Commission of the City of Spanish Fort, Alabama, held a meeting on Monday, September 9, 2024, for the purpose of receiving public comments on the proposed change in zoning classification, and at such meeting voted to forward a positive recommendation for rezoning the subject property from R-1 to B-3, General Business District; and

**WHEREAS**, the City Council of the City of Spanish Fort held a meeting on Monday, October 7, 2024, for the purpose of receiving public comments on the proposed change in zoning classification.

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

**SECTION 1. Change in Zoning Classification.**

Ordinance No. 51-96, as amended, of the City of Spanish Fort, Alabama, is hereby amended by changing the zoning classification of certain property located at 10810 Highway 31, bearing tax parcel No. 05-32-07-26-0-000-001.007, and being more particularly described in Exhibit 1 which is attached hereto and made a part of this Ordinance as though set forth fully herein, from R-1, Single Family Low Density Residential District, to B-3, General Business District. A map of the surrounding area is attached as Exhibit 2.

**SECTION 2. Change in Zoning Map.**

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

**SECTION 3. Repealer Clause.**

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

**SECTION 4. Severability Clause.**

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

**SECTION 5. Effective Date.**

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

*ADOPTED and APPROVED this \_\_\_ day of \_\_\_\_\_, 2024.*

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Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines  
City Clerk

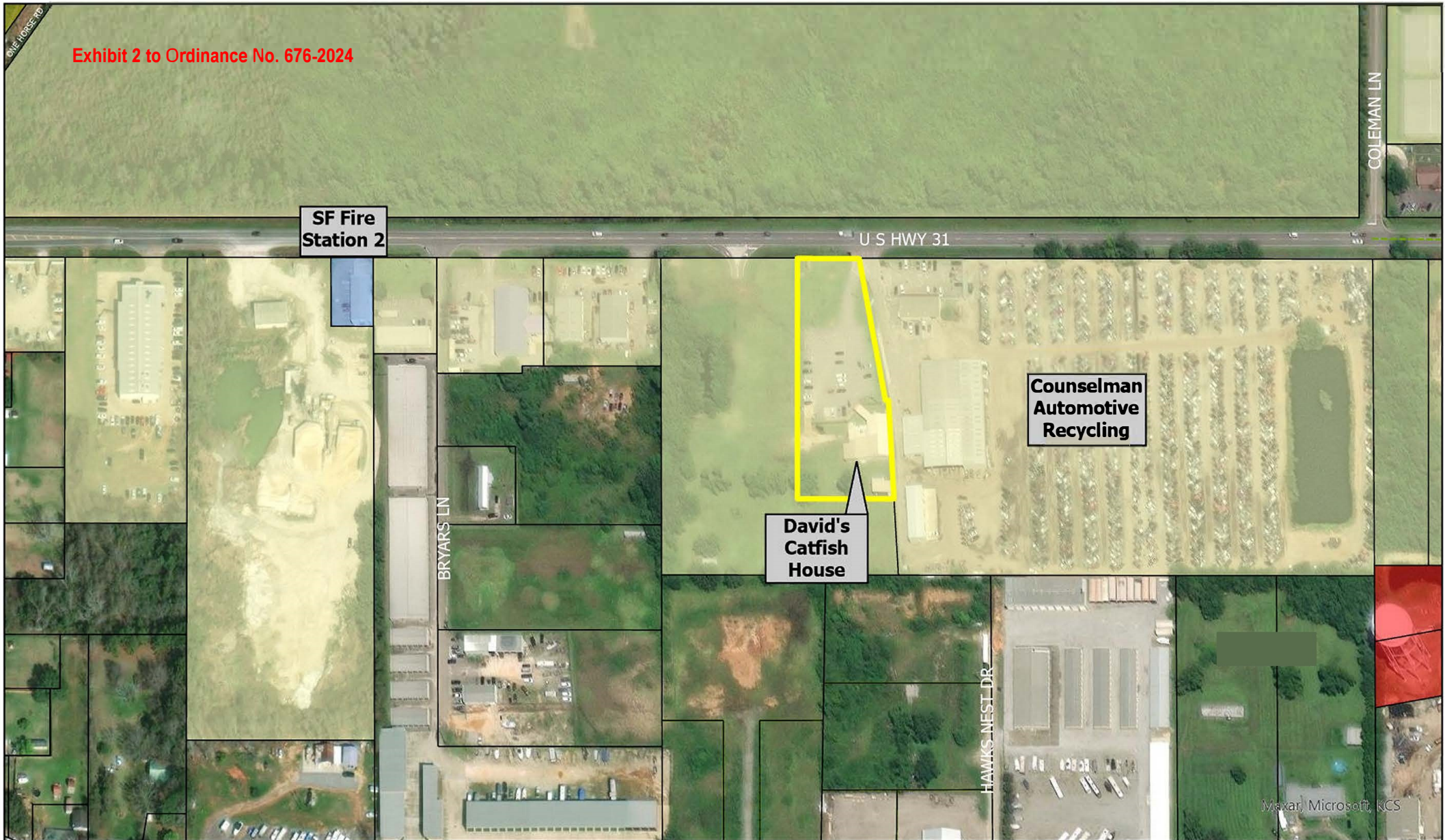
**EXHIBIT "1" TO ORDINANCE NO. 676-2024**

LEGAL DESCRIPTION:

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



Exhibit 2 to Ordinance No. 676-2024



ZONING CLASSIFICATION

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

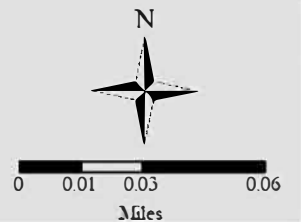
- B-3: General Business
- B-4: Major Business District
- B-5: Hotel/Motel
- M-1: Light Industrial

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

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

- R-2: Medium-Density Single-Family Residential
- R-3: Multi-Family Residential
- R-3D: Medium Density Multi-Family Residential

- R-4: Manufactured/Mobile Home Residential
- <all other values>
- Lot Lines



**ORDINANCE NO. 677-2024**

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

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

**SECTION 1. Definitions.**

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

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

**SECTION 2. Purchasing Generally.**

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

**SECTION 3. Purchase orders.**

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

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

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

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

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

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

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

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

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

#### **SECTION 5. Sole source purchases.**

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

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

#### **SECTION 6. Emergency purchases.**

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

#### **SECTION 7. Administration**

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



## SECTION 8. Contract procurement standards.

### (a) *Contract procurements, generally.*

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**SECTION 9. Repealer Clause.**

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

**SECTION 10. Severability Clause.**

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

**SECTION 11. Effective Date.**

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

***ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024.***

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Michael M. McMillan  
Mayor

**ATTEST:**

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Rebecca A. Gaines, CMC  
City Clerk

**ORDINANCE NO. 678-2024**

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

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

**SECTION 1. Definitions.**

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

*City* shall mean the City of Spanish Fort, Alabama.

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

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

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

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

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

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

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

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

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

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

**SECTION 4. Enforcement procedures.**

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

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

**SECTION 5. Failure to comply with notice.**

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

**SECTION 6. Penalties.**

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

**SECTION 7. Repealer Clause.**

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

**SECTION 8. Severability Clause.**

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

**SECTION 9. Effective Date.**

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

***ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024.***

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Michael M. McMillan  
Mayor

**ATTEST:**

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Rebecca A. Gaines, CMC  
City Clerk

**RESOLUTION NO. 1444-2024**

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

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

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

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

*ADOPTED and APPROVED this \_\_\_ day of \_\_\_\_\_, 2024.*

---

Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines  
City Clerk

# Exhibit 1

FY 2024-2025  
CITY OF SPANISH FORT  
GENERAL OPERATIONS BUDGET

FY '24-'25 Revenue  
(After Pass Through  
Monies) \$11,233,400.00

10% Reserve <1,123,340.00>

Transfer In \$50,000.00

Pass Through Monies \$7,737,903.00

FY '23-'24 Carry Over \$4,380,417.00

Total \$22,278,380.00

FY '24-'25 Expense \$22,278,380.00

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



**RESOLUTION NO. 1445-2024**

**A RESOLUTION APPROVING THE EXECUTION OF AN AGREEMENT FOR DEBRIS MONITORING, DISASTER MANAGEMENT, AND RECOVERY SERVICES**

**WHEREAS**, the Mayor and City Council have determined that the lowest responsible responsive bid submitted for the Debris Monitoring, Disaster Management, and Recovery Services was submitted by Thompson Consulting Services, L.L.C.; and

**WHEREAS**, the City Council has awarded the bid for the Debris Monitoring, Disaster Management, and Recovery Services to Thompson Consulting Services, L.L.C.

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

**SECTION 1.** The City Council hereby approves the attached agreement with Thompson Consulting Services, L.L.C., and the Mayor is hereby authorized to enter into the agreement on behalf of the City, subject to the terms and conditions approved by the Mayor. A copy of the proposed agreement is attached hereto as Exhibit 1.

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

**ADOPTED AND APPROVED** this \_\_\_\_\_ day of *September*, 2024.

---

Michael M. McMillan  
Mayor

ATTEST:

---

Rebecca A. Gaines, CMC  
City Clerk



## Professional Services Agreement General Terms and Conditions

This **Professional Services Agreement** ("Agreement") is by and between **Thompson Consulting Services, LLC** ("Consultant"), a Delaware limited liability company, with offices at 2601 Maitland Center Pkwy, Maitland, FL 32751 and the **City of Spanish Fort** ("Client"), a political subdivision of the State of Alabama, with an address of 7361 Spanish Fort Boulevard, Spanish Fort, AL 36527. In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

### 1. TERM & APPLICABILITY

The term of this Agreement shall be from the Effective Date through December 31, 2026. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

### 2. SCOPE OF WORK

Consultant shall perform such Work as the Client may direct from time to time during the term hereof and in accordance with **Exhibit A, Request for Proposals** and **Exhibit B, Consultant Proposal Response to Client Request for Proposal** attached hereto. This Agreement is on an "as needed" basis and no Work shall result from this Agreement without a Notice to Proceed from the Client to the Consultant.

### 3. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and is not an employee of Client. Services performed by Consultant under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.

### 4. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

### 5. CHANGES/AMENDMENTS

This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties. The estimate of the level of effort and schedule required to complete any services directed by the Client will be determined following a Notice to Proceed. Consultant shall promptly notify Client if the Work following a Notice to Proceed affect the schedule, level of effort, or payment to Consultant and the schedule and payment shall be equitably adjusted.

### 6. FEE FOR SERVICES

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth in **Exhibit B**.

### 7. PAYMENT

Client shall pay Consultant for services furnished under this Agreement upon submission of invoices in an amount equal to actual hours of services furnished multiplied by the billing rates set forth in **Exhibit B**. Client shall pay Consultant within forty-five (45) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within twenty (20) days of receipt of the invoice of the exceptions taken. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to litigation as provided herein. Additional charges for interest shall become due and payable at a rate of six percent (6%) per annum on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, without incurring any liability or waiving any right established hereunder or by law.

### 8. RESERVED

### 9. WORK PRODUCT

Consultant shall retain ownership of its trade secrets, and other proprietary and confidential information, including the Thompson Data Management System "TDMS System" and all Work Products (hereinafter defined) Client agrees to preserve the confidentiality of any trade secrets, confidential or propriety information; however, Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, and (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree that Client is a governmental entity, and Client shall have the right to disclose any information deemed necessary in order to comply with all applicable laws, rules and regulations, including, but not limited to, requests for public records.

### 10. LIMITATION OF LIABILITY

No employee of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant, its officers, directors, shareholders, employees and sub-consultants for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract, contribution or indemnity claims based on third party claims or any other case, shall not exceed the greater of: 1.) the amount of insurance coverage identified in paragraph 9 which provides coverage and pays Client for a claim related to this Agreement; 2.) fee received by Consultant under this Agreement; or 3.) one hundred fifty thousand dollars (U.S. \$150,000.00).



## Professional Services Agreement General Terms and Conditions

### 11. NO CONSEQUENTIAL DAMAGES

In no event and under no circumstances shall Consultant be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

### 12. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

### 13. SAFETY AND SECURITY

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety and safety of persons other than Consultant's employees. Consultant shall not provide any such services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.

### 14. TERMINATION

Either party may terminate this Agreement upon fifteen (15) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement. Upon termination, the terms and conditions found in this Agreement shall survive its termination, including but not limited to the language in sections 4, 7, 9, 10, 11, 12, 15, 16

### 15. GOVERNING LAW AND CHOICE OF FORUM

This Agreement shall be governed by the laws of the State of Alabama and any suit brought by either party shall be brought in a court of competent jurisdiction in the State where the Work is performed.

### 16. DISPUTE RESOLUTION

Consultant and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either requests mediation, the matter will be litigated as provided in the above paragraph 15.

### 17. COOPERATIVE PURCHASING

It is the intent of Client to allow other governments and other governmental agencies to utilize this contract by entering into a Cooperative Purchasing Agreement to the extent permissible by local and state law. The Cooperative Purchasing Agreement will stipulate

that any modifications or changes to this document and resulting contract(s) including but not limited to Consultant requirements, scope, or price shall be submitted to Client in writing for acceptance and approval as the originator of the contract.

### 18. ASSIGNMENT

This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

### 19. NOTICES

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client: City of Spanish Fort  
Attention: Rebecca A. Gaines, City Clerk  
Address: 7361 Spanish Fort Boulevard  
Spanish Fort, AL 36527

Consultant: Thompson Consulting Services, LLC  
Attention: Jon Hoyle, President  
Address: 2601 Maitland Center Pkwy  
Maitland, FL 32751

With a copy to:

Attention: Chad Brown, Chief Legal Officer  
Address: 2970 Cottage Hill Road  
Suite 190  
Mobile, AL 36606

### 20. MISCELLANEOUS

A. Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for services would otherwise be greater and/or Consultant would not have entered into the Agreement.

B. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

C. Consultant shall maintain adequate records of all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract. The Client shall have access to all records, documents and information collected and/or



## Professional Services Agreement General Terms and Conditions

maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Client's place of business for purposes of inspection, reproduction and audit without restriction.

D. Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within two (2) years from the time the party knew or should have known of the fact giving rise to its action, and shall not in any case be initiated later than five (5) years after Consultant completes its Scope of Services under this Agreement, or such shorter period for filing action in accordance with the governing law.

E. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

F. In the event of a conflict between the terms and conditions contained in this Agreement and the Exhibits hereto, this Agreement shall control.

G. **Exhibit C, Federal Uniform Guidance Requirements**, is incorporated into this Agreement.

**[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**



## Professional Services Agreement General Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

Effective Date: September 3, 2024

A handwritten signature in blue ink, appearing to read "J Hoyle", is written over a horizontal line.

\_\_\_\_\_  
City of Spanish Fort, Alabama

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Thompson Consulting Services, LLC

Name: Jon Hoyle

Title: President

Date: 09/03/2024

Please return executed copy of these terms and conditions to the attention of:  
Lydia Pena  
[lpna@thompsoncs.net](mailto:lpna@thompsoncs.net)  
(407) 792-0018 - Phone

**RESOLUTION NO. 1446-2024**

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

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

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

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

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

**SECTION 1.** The City Council hereby approves the attached agreement with Quadient Leasing USA Inc., and the Mayor is hereby authorized to accept the proposal on behalf of the City, subject to any changes to the terms and conditions approved by the Mayor. A copy of the proposal is attached hereto as Exhibit 1.

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

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

---

Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines  
City Clerk

# Exhibit 1

**Customer**

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

**Purchase Order - Lease**

NASPO/ValuePoint Contract #: CTR058809

and / or

State Participating Addendum (PA) #:

CTR058809 (AL)

**Vendor**

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

**Ship To**

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

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

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

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

**Products**

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

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

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

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

---

Authorized by \_\_\_\_\_ Date \_\_\_\_\_

---

Print Name \_\_\_\_\_ Title \_\_\_\_\_



## ADDENDUM TO AGREEMENTS

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

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

☐

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

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

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

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

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

\* Volume bands renew annually

07/09/2024

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

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

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

**Customer: CITY OF SPANISH FORT**

**Quadient Leasing USA, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Quadient, Inc.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Key Specifications

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

**RESOLUTION NO. 1447-2024**

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

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

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

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

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

**SECTION 1.** The City Council hereby approves the attached proposal with Attendance on Demand, Inc., and the Mayor is hereby authorized to accept the proposal on behalf of the City, subject to any changes to the terms and conditions approved by the Mayor. A copy of the proposal is attached hereto as Exhibit 1.

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

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

---

Michael M. McMillan  
Mayor

ATTEST:

---

Rebecca A. Gaines  
City Clerk

# Exhibit 1

**Customer Contact Information**

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

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

**Attendance on Demand Contact Information**

Prepared By	LaCinda Womack	Email	lacinda.womack@attendanceondemand.com
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**Attendance on Demand Services**

## Software Solution

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

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

## Data Collection Devices

## Implementation

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

## Other

**Terms of Use**

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

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

Signature

Signature

Name

Name

Title

Title

Date

Date

**RESOLUTION NO. 1448-2024**

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

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

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

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

**SECTION 1.** The City Council hereby approves the attached proposal with Armor Roof and Dek for roofing repairs at 7581 Spanish Fort Blvd., and the Mayor is hereby authorized to accept the proposal on behalf of the City, subject to any changes to the terms and conditions approved by the Mayor. A copy of the proposal is attached hereto as Exhibit 1.

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

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

---

Michael M. McMillan  
Mayor

ATTEST:

---

Rebecca A. Gaines  
City Clerk

# Exhibit 1





## Armour Roof & Dek

---

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

Operator: PARKER

Estimator: Parker Byrd  
Company: Armour Roof & Dek

Business: (205) 863-9562

Type of Estimate:

Date Entered: 5/17/2024

Date Assigned:

Price List: ALMB8X\_MAY24

Labor Efficiency: Restoration/Service/Remodel

Estimate: CITY\_OF\_SPANISH\_FORT



**CITY\_OF\_SPANISH\_FORT**

**Roofing**

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



**Summary**

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

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Parker Byrd

**RESOLUTION NO. 1449-2024**

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

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

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

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

**SECTION 1.** The City Council hereby approves the attached agreement with Bay Pointe Drywall and Construction for brick repair and painting at 7581 Spanish Fort Blvd., and the Mayor is hereby authorized to accept the proposal on behalf of the City, subject to any changes to the terms and conditions approved by the Mayor. A copy of the proposal is attached hereto as Exhibit 1.

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

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

---

Michael M. McMillan  
Mayor

ATTEST:

---

Rebecca A. Gaines  
City Clerk

# Exhibit 1

***Bay Pointe Drywall & Construction***

29021 Jenkins Farm Road

Loxley, Alabama 36551

**251-377-7195**

**Steve Gates**

**Drywall, Wood & Metal Framing,**

**Acoustic Ceilings & Painting**

**Many more projects**

**Quote**

**07/9/24**

**This quote is good for 30 days**

**JOB NAME: City of Spanish Fort**

**7361 Spanish Fort Blvd**

**Spanish Fort, Alabama 36527**

**Attn: Mr. Shannon Burroughs**

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

**Brick work**

Mobilization \$800

Dumpster \$425

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

**Total cost of brick work scope \$19,995**

**Painting**

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

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



Contract Agreement

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

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

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

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

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

Both parties below are in agreement with all listed above.

\_\_\_\_\_

Date \_\_\_\_\_

Daniel Gates

Bay Pointe Drywall

City of Spanish Fort

\_\_\_\_\_  
By : Michael M. McMillan  
Mayor

Date \_\_\_\_\_

Attest: \_\_\_\_\_  
Rebecca A. Gaines  
City Clerk



**RESOLUTION NO. 1450-2024**

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

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

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

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

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

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

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

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

---

Michael M. McMillan  
Mayor

ATTEST:

---

Rebecca A. Gaines, CMC  
City Clerk

**ALABAMA  
DEPARTMENT OF TRANSPORTATION**



**Kay Ivey  
GOVERNOR**

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



**John R. Cooper  
TRANSPORTATION DIRECTOR**

August 13, 2024

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

Dear Mayor McMillan:

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

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

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

Sincerely,

Matthew J. Ericksen, P.E.  
Region Engineer

By   
Dewayne A. Hood  
Transportation Administrator  
Special Projects

MJE/DAH  
Attachment  
c: File

## Exhibit 2



### Goodwyn Mills Cawood

11 North Water Street  
Suite 15250  
Mobile, AL 36602

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

[www.gmcnetwork.com](http://www.gmcnetwork.com)

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

via email: [mayor@cityofspanishfort.com](mailto:mayor@cityofspanishfort.com)

August 13, 2024

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

Dear Mayor McMillan,

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

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

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

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

Sincerely,  
GOODWYN MILLS CAWOOD, LLC.

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

Craig Sanford, P.E.  
Project Manager

CS:am

Enclosure:

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

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

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

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

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




---

Craig Sanford, PE, License No. 27863

**NOTICE OF AWARD**

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

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

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

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

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

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

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

\_\_\_\_\_  
CITY OF SPANISH FORT  
Owner

By \_\_\_\_\_  
Michael M. McMillan

Title \_\_\_\_\_  
Mayor

**ACCEPTANCE OF NOTICE**

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

\_\_\_\_\_  
L&K Construction, LLC  
Contractor

By \_\_\_\_\_  
Name

Title Owner / Christopher Lee Thornton

Date: \_\_\_\_\_

# CONTRACT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
(Day) (Month)  
Two Thousand \_\_\_\_\_, by and between the City of Spanish Fort,  
(Year written in words)  
Alabama, party of the first part (hereinafter called the **Owner**) and  
\_\_\_\_\_  
L&K Construction, LLC of  
(Name of Contractor)  
\_\_\_\_\_  
24625 Mifflin Road, Elberta, AL 36530, party  
(Mailing Address)  
of the second part (hereinafter called the **Contractor**), WITNESSETH:

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

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

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

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

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

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

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

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

ATTEST

CITY OF SPANISH FORT, ALABAMA

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Michael M. McMillan as Mayor

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

ALABAMA CONTRACTOR'S LICENSE NUMBER: 55997

By: (X) \_\_\_\_\_  
Contractor's Signature  
  
Christopher Lee Thornton  
\_\_\_\_\_  
(Print Name)  
  
Owner  
\_\_\_\_\_  
Title

(X) \_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
(Print Name)  
  
\_\_\_\_\_  
Title

By: (X) \_\_\_\_\_  
Contractor's Signature  
  
\_\_\_\_\_  
(Print Name)  
  
\_\_\_\_\_  
Title

(X) \_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
(Print Name)  
  
\_\_\_\_\_  
Title

By: (X) \_\_\_\_\_  
Contractor's Signature  
  
\_\_\_\_\_  
(Print Name)  
  
\_\_\_\_\_  
Title

(X) \_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
(Print Name)  
  
\_\_\_\_\_  
Title



**NOTICE TO PROCEED**

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

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

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

\_\_\_\_\_  
CITY OF SPANISH FORT  
Owner

By \_\_\_\_\_  
Michael M. Millan  
Title \_\_\_\_\_  
Mayor

**ACCEPTANCE OF NOTICE**

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

\_\_\_\_\_  
L & K Construction, LLC  
Contractor

By \_\_\_\_\_  
Name  
Title Owner / Christopher Lee Thornton  
Date: \_\_\_\_\_