

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

Regular Meeting
January 2, 2024
Spanish Fort Community Center
6:00 p.m.

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

Work Session December 4, 2023
Regular Meeting December 4, 2023

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

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

The City of Spanish Fort and the Spanish Fort Public Library will be closed on Monday, January 15, 2024 to commemorate the Martin Luther King Junior holiday. The City Council meeting and work session scheduled for Monday, January 15, 2024, will be held on Tuesday, January 16, 2024.

Christmas tree recycling will be available at Fire Station One, located at 7580 Spanish Fort Blvd. A roll off dumpster for the placement of trees will be located on the east side of the property, beginning around December 21, and will be in place through the first week of January.

Waste Pro customers scheduled for pickup each day of this week will have their residential trash picked up one day later than usual.

The Planning Commission meeting and work session scheduled for Monday, January 8, 2024, will be held on Tuesday, January 9, 2024.

Start the New Year with a clean sweep. The City of Spanish Fort is partnering with United Cerebral Palsy of Mobile to host a free electronics recycling event on Saturday, January 20, 2024, at Spirit Park from 8:00 a.m. to 12:00 p.m. For a list of items accepted, please see the following website: <https://www.ucpmobile.org/electronics-recycling>. No tube televisions or computer monitors accepted. There also will be separate recycling available for the disposal of old Christmas.

- IX. OLD BUSINESS
- X. NEW BUSINESS

Proclamation of January as Human Trafficking Awareness Month in the City of Spanish Fort

Promotion Ceremony Fire Fighters

Swearing in of City Employees

Ordinance No. 653-2024-----An Ordinance Establishing a Monthly Salary and Benefits for the Mayor and Councilmembers

Ordinance No. 654-2024-----An Ordinance Establishing Rules and Regulations for

Spirit Park in the City of Spanish Fort, Alabama

Resolution No. 1383-2024----A Resolution Amending the Employee Pay
Classification Guidelines

Resolution No. 1384-2024----A Resolution Authorizing the Mayor to Execute a
Contract for Assistance with Grant Preparation
between the City of Spanish Fort, Alabama, and
JMCM Consulting, LLC

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

**Spanish Fort City Council
Minutes, Regular Meeting, December 18, 2023**

CALL TO ORDER

The City Council of the City of Spanish Fort, Alabama, met Monday, December 18, 2023, at 6:00 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

ROLL CALL

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

INVOCATION AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

The minutes of the Meeting and Work Session of December 4, 2023, 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

There were no reports.

PUBLIC PARTICIPATION

There was none.

ANNOUNCEMENTS

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

The City of Spanish Fort and the Spanish Fort Public Library will be closed on Monday, December 25, 2023, and Tuesday, December 26, 2023, to celebrate the Christmas Holidays. The Spanish Fort Public Library will also be closed on Saturday, December 23, 2023. The City and Library will also be closed on Monday, January 1, 2024, for the New Year's Day Holiday. The City Council meeting and work session scheduled for Monday, January 1, 2024, will be held on Tuesday, January 2, 2024.

Christmas tree recycling will be available at Fire Station One, located at 7580 Spanish Fort Blvd. A roll off dumpster for the placement of trees will be located on the east side of the property, beginning around December 21, and will be in place through the first week of January.

The City will be partnering with Waste Pro to place roll-off dumpsters at Spirit Park, located at the end of Emily Frances Lane, beginning on December 20, 2023, and continuing through January 2, 2024, for the purpose of recycling paper and cardboard generated from the Holidays. Other forms of trash should not be placed in these dumpsters.

Waste Pro will not pick up on Christmas Day, December 25, 2023. Customers scheduled for pickup each day that week will instead have their residential trash picked up one day later than usual.

Waste Pro will also not pick up on New Year's Day, January 1, 2024. Customers scheduled for pickup each day that week will also have their residential trash picked up one day later than usual.

The Planning Commission meeting scheduled for Monday, January 8, 2024, will be held on Tuesday, January 9, 2024.

Start the New Year with a clean sweep. The City of Spanish Fort is partnering with United Cerebral Palsy of Mobile to host a free electronics recycling event on Saturday, January 20, 2024, at Spirit Park from 8:00 a.m. to 12:00 p.m. For a list of items accepted, please see the following website: <https://www.ucpmobile.org/electronics-recycling>. No tube televisions or computer monitors accepted.

OLD BUSINESS

There was none.

NEW BUSINESS

Ordinance No. 652-2023

Mayor McMillan presented Ordinance No. 652-2023, an ordinance authorizing the Mayor to execute an amendment to the non-exclusive franchise granted to Waste Pro of Alabama, Inc., for the purpose of providing collection and disposal of residential refuse within the City of Spanish Fort, Alabama. Mayor McMillan explained the proposed ordinance. Discussion followed. Mayor McMillan opened the public hearing. There were no speakers. Mayor McMillan closed the public hearing.

A motion was made by Councilmember J. R. Smith and seconded by Councilmember Brabner to adopt Ordinance No. 652-2023. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Ordinance adopted as amended.

Resolution No. 1380-2023

Mayor McMillan presented Resolution No. 1380-2023, a resolution establishing paid holidays for eligible City employees and staff for the 2024 calendar year. David Conner explained the proposed Resolution. Discussion followed.

A motion was made by Councilmember Curt Smith and seconded by Councilmember Gustafson to adopt Resolution No. 1380-2023. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1381-2023

Mayor McMillan presented Resolution No. 1381-2023, a resolution disposing of surplus property. David Conner explained the proposed Resolution. Discussion followed.

A motion was made by Councilmember Gustafson and seconded by Councilmember Brabner to adopt Resolution No. 1381-2023. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1382-2023

Mayor McMillan introduced Resolution No. 1382-2023, a resolution appointing a member to the Spanish Fort Public School Commission. David Conner explained the proposed Resolution. Discussion followed.

A motion was made by Councilmember Brabner and seconded by Councilmember Perry to adopt Resolution No. 1382-2023. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1383-2024

Mayor McMillan introduced Resolution No. 1383-2024, a resolution amending the employee pay classification guidelines. David Conner explained the proposed Resolution. Discussion followed.

Resolution No. 1384-2024

Mayor McMillan introduced Resolution No. 1384-2024, a resolution authorizing the Mayor to execute a contract for assistance with grant preparation between the City of Spanish Fort and JMCM Consulting, LLC. David Conner explained the proposed Resolution. Discussion followed.

Resolution No. 1385-2023

Mayor McMillan introduced Resolution No. 1385-2023, a resolution approving the land use at 30500 Alabama Highway 181, Unit 310. 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. 1385-2023. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Alcohol License Request

Mayor McMillan presented a request for a 040—Retail Beer (On or Off Premises) and 060 – On or Off Premises (Retail Table Wine), PK Farms, LLC, d/b/a Artisanal Bloom, 6450 US Highway 90, Suite A, Spanish Fort, Alabama 36527. David Conner explained the request. Discussion followed. A motion was made by Councilmember J. R. Smith and seconded by Councilmember Brabner to approve the 040—Retail Beer (On or Off Premises) and 060 – On or Off Premises (Retail Table Wine), license request submitted by PK Farms, LLC, d/b/a Artisanal Bloom, 6450 US Highway 90, Suite A, Spanish Fort, Alabama 36527. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the liquor license request approved.

ADJOURNMENT

There being no further business before the Council, the meeting adjourned at 6:25 p.m.

Approved this ____ day of January, 2024.

Rebecca A. Gaines
City Clerk.

Spanish Fort City Council

Minutes, Work Session, Monday, December 18, 2023

The City Council of the City of Spanish Fort, Alabama, met Monday, December 18, 2023, at 4:03 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.

Mr. David Conner, City Attorney, 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 Curt Smith and seconded by Councilmember Brabner to go into executive session at 5:13 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 40 minutes and that the Work Session would resume upon the conclusion of the executive session.

The Council reconvened at 5:53 p.m.

The Council discussed general municipal business.

There being no further business before the Council, the work session adjourned at 5:53 p.m.

Approved this _____ day of January, 2024.

Rebecca A. Gaines
City Clerk

ORDINANCE NO. 653-2024

**AN ORDINANCE ESTABLISHING A MONTHLY SALARY AND BENEFITS FOR THE
MAYOR AND COUNCILMEMBERS**

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

SECTION 1. The salary of the Mayor of the City of Spanish Fort shall be and the same is hereby fixed at the sum of Five Thousand Dollars (\$5,000) per month.

SECTION 2. The salary of each Councilmember of the City of Spanish Fort shall be and the same is hereby fixed at the sum of One Thousand One Hundred Fifty Six Dollars and Seventy Six Cents (\$1,156.76) per month, plus an amount per month calculated based on the percentage of the cost of living adjustment, if any, provided to full-time City employees for the 2024-2025 fiscal year.

SECTION 3. In the event the Mayor and Councilmembers (“Elected Officials”) are eligible for coverage under the City’s medical insurance plan, the Mayor and each Councilmember may elect to participate as insureds under the City’s medical insurance plan, and those individuals electing to participate in said plan shall be entitled to the same coverage as those full time City employees enrolled in said plan for single coverage, family coverage and any supplemental benefits offered to full time employees. Those individuals electing coverage under the medical insurance plan shall pay the employee portion or employee contribution of the medical insurance premium paid by full-time City employees, which shall not be less than \$200 per month for family coverage.

SECTION 4. The Mayor and Councilmembers shall be eligible to participate in the City’s employee retirement plan, beginning on January 1, 2026, if eligible to participate pursuant to Alabama law and the regulations governing the City’s retirement plan. If eligible and authorized pursuant to Alabama law and the rules governing the City’s retirement plan, participating Elected Officials may elect to purchase service credit for past service at their cost.

SECTION 5. 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 6. This Ordinance shall become effective on November 3, 2025, and shall continue in full force and effect until repealed by action of the City Council.

ADOPTED and APPROVED this ____ day of _____, 2023.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

ORDINANCE NO. 654-2024

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

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

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

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

A. General Rules and Regulations:

Patrons shall obey all posted signage including, but not limited to, parking, handicap and traffic control signs.

No motorized vehicles on sidewalks or grass.

No bicycles, skates, skateboards, rollerblades, wheeled shoes or scooters.

No tobacco products.

No profanity.

No alcoholic beverages.

No pets.

Patrons assume all risk of injury, damage or loss sustained while on the premises.

B. Concession Area Rules:

Coca Cola Products Only.

No cooking shall be allowed inside the building.

- Pre-prepared foods shall be allowed with proper and safe warmers.
- Outside grilling permitted.
- Supervision required at all times.

Clean-Up after each event.

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

No gum to be sold.

C. Ball Field Rules:

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

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

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

D. Tennis Court Rules:

1. League Captains must submit their roster, complete with addresses, to the City prior to the start of the season. League rosters should be printed from the league websites.

2. Since space is limited and teams need practice and match times, fifty percent (50%) of the team league roster must reside in zip code 36527, except as noted in Section 1.D.3.

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

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

SECTION 3. Repealer Clause. Ordinance No. 398-2011 and 439-2013 are hereby repealed in their entirety. Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 4. Severability Clause. If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 5. Effective Date. This Ordinance shall become effective upon its adoption or as otherwise required by state law.

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

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

RESOLUTION NO. 1383-2024

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

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

SECTION 1. The Administrative Pay Classification Guidelines adopted by the City Council of the City of Spanish Fort in accordance with Resolution No. 1355-2023 are hereby amended in their entirety by substituting the Administrative Pay Scale which is attached hereto as Exhibit A and incorporated by reference as though set forth fully herein. The Fire Department and Police Pay Scales as established previously established and adopted shall remain in full force and effect.

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

SECTION 3. This Resolution shall become effective immediately upon its adoption.

ADOPTED and APPROVED this ____ day of _____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

Exhibit A

HOURLY RATE

ANNUAL RATE

JOB TITLE	GRADE	BEGINNING RATE	MAXIMUM RATE	BEGINNING ANNUAL	MAXIMUM ANNUAL
Secretary	I	\$15.44	\$24.68	\$32,105.75	\$51,325.86
Grounds Road Mtce/Custodian/Librarian Asst/Magistrate	II	\$16.30	\$26.06	\$33,912.06	\$54,213.52
	III				
Senior Center Activity Director	IV	\$18.76	\$29.99	\$39,018.59	\$62,377.08
Court Clerk//Permit Clerk	V	\$19.32	\$30.89	\$40,185.03	\$64,241.81
	VI	\$19.53	\$31.22	\$40,619.59	\$64,936.52
	VII	\$20.43	\$32.66	\$42,495.04	\$67,934.70
Administrative Assistant	VIII	\$22.10	\$35.33	\$45,971.80	\$73,492.83
	IX	\$23.47	\$37.51	\$48,807.55	\$78,026.20
Planner & Zoning Official/Environmentalist/Revenue Officer/Building Inspector & Code Enforcement Officer	X	\$24.63	\$39.38	\$51,231.92	\$81,901.92
Librarian	XI	\$24.94	\$39.87	\$51,872.32	\$82,925.69
Public Works and Parks and Recreation Director	XII	\$29.29	\$46.83	\$60,929.39	\$97,404.78
City Clerk	XIII	\$31.39	\$50.19	\$65,297.82	\$104,388.37

Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M	Step N	Step O	Step P	Step Q	Step R	Step S	Step T
I	\$32,105.75	\$32,908.39	\$33,731.10	\$34,574.38	\$35,438.74	\$36,324.71	\$37,232.83	\$38,163.65	\$39,117.74	\$40,095.68	\$41,098.07	\$42,125.53	\$43,178.66	\$44,258.13	\$45,364.58	\$46,498.70	\$47,661.17	\$48,852.70	\$50,074.01	\$51,325.86
II	\$33,912.06	\$34,759.86	\$35,628.86	\$36,519.58	\$37,432.57	\$38,368.38	\$39,327.59	\$40,310.78	\$41,318.55	\$42,351.52	\$43,410.30	\$44,495.56	\$45,607.95	\$46,748.15	\$47,916.85	\$49,114.77	\$50,342.64	\$51,601.21	\$52,891.24	\$54,213.52
III	\$36,685.71	\$37,602.85	\$38,542.92	\$39,506.50	\$40,494.16	\$41,506.51	\$42,544.18	\$43,607.78	\$44,697.98	\$45,815.42	\$46,960.81	\$48,134.83	\$49,338.20	\$50,571.66	\$51,835.95	\$53,131.85	\$54,460.14	\$55,821.65	\$57,217.19	\$58,647.62
IV	\$39,018.59	\$39,994.05	\$40,993.91	\$42,018.75	\$43,069.22	\$44,145.95	\$45,249.60	\$46,380.84	\$47,540.36	\$48,728.87	\$49,947.09	\$51,195.77	\$52,475.67	\$53,787.56	\$55,132.25	\$56,510.55	\$57,923.32	\$59,371.40	\$60,855.68	\$62,377.08
V	\$40,185.03	\$41,189.66	\$42,219.40	\$43,274.88	\$44,356.75	\$45,465.67	\$46,602.31	\$47,767.37	\$48,961.56	\$50,185.60	\$51,440.24	\$52,726.24	\$54,044.40	\$55,395.51	\$56,780.40	\$58,199.91	\$59,654.90	\$61,146.28	\$62,674.93	\$64,241.81
VI	\$40,619.59	\$41,635.08	\$42,675.96	\$43,742.86	\$44,836.43	\$45,957.34	\$47,106.27	\$48,283.93	\$49,491.03	\$50,728.30	\$51,996.51	\$53,296.42	\$54,628.83	\$55,994.55	\$57,394.42	\$58,829.28	\$60,300.01	\$61,807.51	\$63,352.70	\$64,936.52
VII	\$42,495.04	\$43,557.42	\$44,646.35	\$45,762.51	\$46,906.57	\$48,079.24	\$49,281.22	\$50,513.25	\$51,776.08	\$53,070.48	\$54,397.24	\$55,757.18	\$57,151.10	\$58,579.88	\$60,044.38	\$61,545.49	\$63,084.13	\$64,661.23	\$66,277.76	\$67,934.70
VIII	\$45,971.80	\$47,121.10	\$48,299.12	\$49,506.60	\$50,744.27	\$52,012.87	\$53,313.19	\$54,646.02	\$56,012.17	\$57,412.48	\$58,847.79	\$60,318.99	\$61,826.96	\$63,372.63	\$64,956.95	\$66,580.87	\$68,245.40	\$69,951.53	\$71,700.32	\$73,492.83
IX	\$48,807.55	\$50,027.74	\$51,278.43	\$52,560.39	\$53,874.40	\$55,221.26	\$56,601.79	\$58,016.84	\$59,467.26	\$60,953.94	\$62,477.79	\$64,039.74	\$65,640.73	\$67,281.75	\$68,963.79	\$70,687.89	\$72,455.08	\$74,266.46	\$76,123.12	\$78,026.20
X	\$51,231.92	\$52,512.72	\$53,825.54	\$55,171.17	\$56,550.45	\$57,964.22	\$59,413.32	\$60,898.65	\$62,421.12	\$63,981.65	\$65,581.19	\$67,220.72	\$68,901.24	\$70,623.77	\$72,389.36	\$74,199.10	\$76,054.07	\$77,955.43	\$79,904.31	\$81,901.92
XI	\$51,872.32	\$53,169.13	\$54,498.36	\$55,860.82	\$57,257.34	\$58,688.77	\$60,155.99	\$61,659.89	\$63,201.38	\$64,781.42	\$66,400.96	\$68,060.98	\$69,762.50	\$71,506.57	\$73,294.23	\$75,126.59	\$77,004.75	\$78,929.87	\$80,903.12	\$82,925.69
XII	\$60,929.39	\$62,452.62	\$64,013.94	\$65,614.29	\$67,254.65	\$68,936.01	\$70,659.41	\$72,425.90	\$74,236.55	\$76,092.46	\$77,994.77	\$79,944.64	\$81,943.26	\$83,991.84	\$86,091.63	\$88,243.92	\$90,450.02	\$92,711.27	\$95,029.05	\$97,404.78
XIII	\$65,297.82	\$66,930.27	\$68,603.52	\$70,318.61	\$72,076.58	\$73,878.49	\$75,725.45	\$77,618.59	\$79,559.05	\$81,548.03	\$83,586.73	\$85,676.40	\$87,818.31	\$90,013.77	\$92,264.11	\$94,570.71	\$96,934.98	\$99,358.36	\$101,842.31	\$104,388.37

RESOLUTION NO. 1384-2024

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR ASSISTANCE WITH GRANT APPLICATION PREPARATION BETWEEN THE CITY OF SPANISH FORT, ALABAMA, AND JMCM CONSULTING, LLC

WHEREAS, the City Council of the City of Spanish Fort, Alabama, has determined that it is in the best interest of the City to retain the services of JMCM Consulting, LLC, to assist in preparation of an application for the Assistance to Firefighter Grant Programs.

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

SECTION 1. The City Council hereby authorizes the Mayor to execute a Contract for services with JMCM Consulting, LLC, to assist in preparation of an application for the Assistance to Firefighter Grant Programs in accordance with the proposal which is attached hereto as Exhibit 1, subject to any changes approved by the Mayor.

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

ADOPTED AND APPROVED this 6th day of March, 2023.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

Exhibit 1



AUTHORIZATION TO ENGAGE JMCM CONSULTING

SCOPE OF WORK

JMCM Consulting (CONSULTANT) will prepare a project plan and application for the Assistance to Firefighter Grant Program(s). The total project request will be determined after reviewing the CLIENT's need assessment. The amount will be discussed with the CLIENT representative BEFORE the application is submitted.

The CLIENT will provide CONSULTANT all of the information needed to develop the project proposal. CONSULTANT will work with the CLIENT to identify the CLIENT's greatest needs and advise projects that have a higher likelihood of funding (based on CONSULTANT's experience and the AFGP Program Guidance).

PROJECT SCHEDULE

Once the "Authorization to Engage JMCM Consulting" and the CLIENT's information worksheets for the project are received, CONSULTANT will begin work on the application.

Client will be provided actual dates, once FEMA publishes the application period dates.

Once the final application is loaded to FEMA's GO portal, the CLIENT will be notified and be given the opportunity to review the application before it is submitted. Once approved, the CLIENT may submit the application OR the CLIENT may authorize the CONSULTANT to submit on their behalf. CLIENT understands they are responsible for the content of the application.

PROJECT COST

JMCM Consulting will provide professional project development and administrative services for 5% of the federal funded grant amount awarded. This fee is NOT included in the project cost request. It cannot be paid from grant funds the department may receive. It must be paid from the Client's general fund as a fee for professional services. No grant funds from any federal program can be used to pay consulting fees.

Once the total cost of the project is determined, the CLIENT will be provided a PROJECT COST estimate worksheet. If the grant is awarded, professional service fees will be due in full 30 days from date of grant official award.

This agreement will remain in effect for a term of two years from the date of full execution by the parties, unless extended by mutual agreement of the parties.

JMCM Consulting

STANDARD TERMS AND CONDITIONS

1. GENERAL
 - 1.1 Each of the parties warrants its power to enter into this agreement and has obtained all necessary approvals to do so.
 - 1.2 Each party acknowledges that this agreement and the conditions contain the whole agreement between the parties and that it is not relied upon any oral or written representations made to it by the other or its employees or agents.
 - 1.3 CONSULTANT is not the employee of the CLIENT and affirms that no CONFLICT OF INTEREST exists.
 - 1.4 This agreement remains in effect for a term of two years from the date of full execution by the parties, unless terminated by either party, with or without cause, by written notice to the other party.

2. CLIENT'S RESPONSIBILITIES

- 2.1 Designate CLIENT's representative that has the authority to provide information and instructions to the CONSULTANT.
- 2.2 Provide CONSULTANT with all information needed to develop the project proposal, including, but not limited to, financial records, operation records, budgets, revenue sources, incident records and all other information requested by the CONSULTANT pertaining to this project.
- 2.3 CLIENT certifies, to the best of CLIENT'S knowledge, information provided to the CONSULTANT is accurate and correct and will not hold CONSULTANT responsible for inaccurate or incomplete information provided by the CLIENT.
- 2.4 Obtain consents and approvals necessary to prepare the project proposal and submit the application.
- 2.5 Notify CONSULTANT when CLIENT learns of any development that affects scope or timing of CONSULTANT's services.
- 2.6 CLIENT agrees to follow procurement laws as defined by FEMA and CLIENT'S governmental authority.
- 2.7 CONSULTANT agrees to prepare all procurement specifications generically so as to avoid conflicts of interest.

3. PERIOD OF SERVICE

- 3.1 CONSULTANT will prepare the project proposal to submit for funding consideration to the Assistance to Firefighter Grant Program(s) during the published application period.
- 3.2 Once the application period is published, the CLIENT will be promptly notified.
- 3.3 The CONSULTANT will assist with the project until the closeout documents are submitted and approved at which time the CONSULTANT will provide the CLIENT written notification that services for this project are completed.

4. PROJECT COSTS

- 4.1 CONSULTANT will provide professional project development and administrative services for 5% of the federal funded grant amount awarded. Once the total cost of the project is determined, the CLIENT will be notified of this amount.
- 4.2 CLIENT understands that project development services are provided at no charge.

5. CONSULTANT'S OUTPUT, MATERIALS AND INFORMATION

- 5.1 **All tangible and intellectual items prepared by CONSULTANT, such as project narratives or information or (without limit) any other materials created or provided pursuant to this contract by the CONSULTANT shall be and remain the CLIENT'S property and copyright.**
- 5.2 CLIENT agrees that if a project application is created and submitted pursuant to this Agreement is denied, and the CLIENT does not retain the CONSULTANT to assist with resubmission of the same project application; and CLIENT resubmits any or part of the information contained in the CONSULTANT's work product for the same project within three years from the date the original project application is submitted pursuant to the agreement, such an act will be considered a continuance of the of this original agreement; therefore, professional fees will be due to the CONSULTANT if the project is successfully awarded funding within three years from the date the original project application is submitted in the same manner as this original agreement.
- 5.3 CONSULTANT undertakes not at any time to divulge or allow to be divulged to any person any confidential information relating to the business or affairs of the Client.

6. PAYMENT

- 6.1 If CLIENT receives an AFGP award for the project in accordance with the terms of the agreement, CONSULTANT will submit an invoice for payment, due within 30 days of the published grant award date.
- 6.2 If CLIENT fails to make payment within thirty (30) days of receipt of invoice, a monthly late fee of 6% per annum of balance due will be applied. In addition, CONSULTANT may give written notice to suspend services until paid in full or payment arrangements have been made.
- 6.3 CONSULTANT's compensation shall not be reduced by any amounts.

6.4 This agreement may be terminated, with or without cause, by either party before completion of services; however, if a project application has been prepared and submitted by CONSULTANT which receives a grant award, 100% of the professional services will be payable within the terms set forth in the agreement.

7. SERVICES UPON PROJECT FUNDING

7.1 CONSULTANT agrees to provide the following services for the CLIENT upon receipt by the CLIENT of an official grant award notification. These services will be provided to the extent agreed upon between the CONSULTANT and the CLIENT.

7.1.1CONSULTANT will assist CLIENT with submission necessary performance reports or other documentation as required by AFGP.

7.1.2CONSULTANT will assist CLIENT with submission of required documents to complete/close the awarded grant.

7.1.3If requested, CONSULTANT will assist CLIENT with development and/or review of equipment specifications.

7.1.4CONSULTANT will assist CLIENT with understanding procurement requirements as defined by FEMA and CLIENT’S local jurisdiction.

8. MISCELLANEOUS

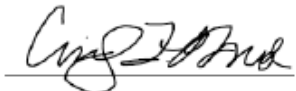
8.1 The agreement shall be governed by the laws of the State of Alabama.

8.2 Failure on the part of the CONSULTANT to remedy any breach of its obligations hereunder within a reasonable time following written notice from the CLIENT which refers to this clause; specifies the breach with full particulars; indicates how the breach is to be remedied and specifies the CLIENT's opinion of a reasonable time for remedy shall be a breach of this agreement.

8.3 CLIENT agrees that CONSULTANT reserves the right to withdraw from the project if the CLIENT fails to follow his/her advice or engages in conduct which makes continued administration of the project difficult or if the CLIENT directs the CONSULTANT to engage in conduct which CONSULTANT perceives as unethical or illegal or in direct conflict to AFGP program guidance.

IN WITNESS WHEREOF, the CLIENT has signed and approved engaging JMCM Consulting for the purpose of developing and submitting an application to Assistance to Firefighter Grant Program. Signature certifies that Standard Terms and Conditions have been read and agrees to all conditions.

JMCM Consulting, LLC.
By: Cindy Tubbs Monroe, President



PO Box 252, Five Points, Alabama 36855
Office (334) 864-0094
Fax (334) 864-0147 or (800)-211-9006
cmonroe@jmcmconsulting.com

Client: **City of Spanish Fort, Alabama**
Signing Official (print) _____

Michael M. McMillan
Title: Mayor
email: _____

ATTEST:

Rebecca A. Gaines, City Clerk
email: _____

Third Party Authorization for Account Access

This document serves as authorization for JMCM Consultants (hereafter JMCM) to access, operate and make necessary authorized edits to the named entity's account in the following systems for the purpose of managing the entities grant(s):

This includes the following systems:

- ✓ FEMA Grant Outcomes (GO) web portal (go.fema.gov) (act as Authorized Organization Representative)

Required information:

- Providing the username and password to JMCM Consultants
- Providing the email address associated with the account(s).
- **Name one (1) primary contact (with name, email, phone number) for the entity that JMCM will work with.**
- Immediately notifying JMCM whenever any change is made to the account such as entity's bank account, point of contact, or password.

JMCM agrees they will not disclose the username, password, or any individual information to anyone except the primary contact without written permission from the primary contact or person authorized to conduct business for the entity (for example Board Chairman, President, Fire Chief, City Manager, City Clerk, etc.)

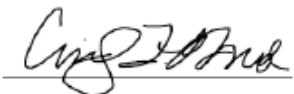
It is understood, the entity is responsible for the accuracy of information entered into each of these portals. JMCM will enter information that is provided and approved by the entity. Entity reserves the right to request changes to this information at any time. JMCM will not be held responsible for any errors or omission of information.

This authorization will remain in effect until revoked in writing by the entity. All request for revocation should be addressed hard copy to:

Cindy Monroe, President, JMCM Consulting, LLC. PO Box 252, Five Points, Alabama 36855.

JMCM Consulting, LLC.

By: Cindy Tubbs Monroe, President



PO Box 252, Five Points, Alabama 36855

Office (334) 864-0094

Fax (334) 864-0147 or (800)-211-9006

cmonroe@jmcmconsulting.com

Client: **City of Spanish Fort, Alabama**

Signing Official (print) _____

Michael M. McMillan

Title: Mayor

email: _____

ATTEST:

Rebecca A. Gaines, City Clerk

email: _____