

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

Regular Meeting  
December 18, 2023  
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](mailto: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 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 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.

- IX. OLD BUSINESS

X. NEW BUSINESS

Announcement of Planning Commission Appointment

**Public Hearing on Ordinance No. 652-2023 as follows:**

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

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

Resolution No. 1380-2023----A Resolution Establishing Paid Holidays for Eligible City Employees and Staff for the 2024 Calendar Year

Resolution No. 1381-2023----A Resolution Disposing of Surplus Property

Resolution No. 1382-2023----A Resolution Appointing a Member to the Spanish Fort Public School Commission

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

Resolution No. 1385-2024----A Resolution Approving the Land Use at 30500 Alabama Highway 181, Unit 310

Request for 040 – Retail Beer (On or Off Premises) and 060 – On or Off Premises (Retail Table Wine), PK Farms, LLC, d/b/a Artisanal Blume, 6450 US Highway 90, Suite A, Spanish Fort, Alabama 366527

XI. ADJOURN TO NEXT MEETING

Work Session and Regular Meeting, January 2, 2024

**Spanish Fort City Council  
Minutes, Regular Meeting, December 4, 2023**

**CALL TO ORDER**

The City Council of the City of Spanish Fort, Alabama, met Monday, December 4, 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 Shane Perry led the Invocation and Pledge of Allegiance.

**APPROVAL OF MINUTES OF PREVIOUS MEETINGS**

The minutes of the Meeting and Work Session of November 20, 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**

Mayor McMillan thanked the City of Spanish Fort staff, the Spanish Fort High School Choir and the Delta Trail Maids for their participation and work to make the Tree Lighting a success.

Councilmember Garl Gustafson reported that State Representative Matt Simpson spoke to the Junior City Council about state government and his experiences as a legislator. Also, the Junior City Council will be conducting a food drive to benefit Prodissee Pantry.

**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 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.

WastePro 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.

On Saturday, December 9, 2023, at 6:00 p.m., come celebrate with the annual City of Spanish Fort Spirit of Christmas Parade held at the Eastern Shore Centre. The parade route will begin at Dillard's. There will be lots of floats and Santa too!

Please join us for the City of Spanish Fort's annual reading of "THE NIGHT BEFORE CHRISTMAS" by Clement Clarke Moore, Thursday, December 14, 2023, at 6:00 p.m., Spanish Fort Community Center, 7361 Spanish Fort Boulevard, Spanish Fort, Alabama. Parents are encouraged to bring their children in their pajamas and their favorite blanket. The Junior City Council will be collecting canned and non-perishable food items to benefit Prodissee Pantry, so everyone attending is encouraged to donate.

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**

***Swearing in of City Employee***

Mayor McMillan called upon City of Spanish Fort Municipal Judge, the Honorable Derek Rose, who swore in Robert V. Lunsford as a Police Officer for the City of Spanish Fort.

***Ordinance No. 652-2023***

Mayor McMillan introduced 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 announced that a public hearing will be held at the Monday, December 4, 2023, meeting to hear comments from those in favor of or in opposition to the ordinance.

***Resolution No. 1380-2023***

Mayor McMillan introduced 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.

***Resolution No. 1381-2023***

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

**ADJOURNMENT**

There being no further business before the Council, the meeting adjourned at 6:12 p.m.

***Approved this \_\_\_\_ day of December, 2023.***

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Rebecca A. Gaines  
City Clerk.

## Spanish Fort City Council

### Minutes, Work Session, Monday, December 4, 2023

The City Council of the City of Spanish Fort, Alabama, met Monday, December 4, 2023, at 4:35p.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; and to discuss the legal ramifications of and legal options for pending litigation, controversies not yet being litigated, but imminently likely to be litigated, or imminently likely to be litigated if the governmental body pursues a proposed course of action. Mr. Conner made an oral declaration that the exceptions under the Open Meetings Act are applicable to the planned discussion. A motion was made by Councilmember Brabner and seconded by Councilmember Gustafson to go into executive session at 5:15 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 20 minutes and that the Work Session would resume upon the conclusion of the executive session.

The Council reconvened at 5:30 p.m.

The Council discussed general municipal business.

There being no further business before the Council, the work session adjourned at 5:31 p.m.

*Approved this \_\_\_\_\_ day of Deember, 2023.*

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Rebecca A. Gaines  
City Clerk

**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**

**WHEREAS**, Waste Pro of Alabama, Inc. (hereinafter referred to as Waste Pro), has requested a three-year extension of its Franchise Agreement beginning January 1, 2024, and expiring on December 31, 2026; and

**WHEREAS**, the City Council desires to grant Waste Pro's request to renew the franchise for an additional term of three years.

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

**SECTION 1.** The City Council hereby agrees to renew the terms of the franchise granted to Waste Pro for the collection and disposal of residential refuse and materials collection and recycling for a term of three years beginning on January 1, 2024, and expiring on December 31, 2026, in accordance with the terms of the franchise agreement between the parties, as the same has been amended. The City Council hereby authorizes the Mayor to execute the Amendment to the Franchise Agreement which is attached hereto as Exhibit 1, subject to any changes approved by the Mayor and City Attorney.

**SECTION 2.** Except as expressly amended in this Ordinance, all terms and conditions contained in Ordinance No. 549-2019, as amended, shall remain in full force and effect.

**SECTION 3.** 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 4.** This Ordinance shall become effective upon its adoption or as otherwise required by state law.

Adopted and approved this \_\_\_\_ *day of* \_\_\_\_\_, **2023**.

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Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines  
City Clerk

2<sup>nd</sup> AMENDMENT TO THE FRANCHISE AGREEMENT GRANTING THE AUTHORITY TO  
PROVIDE COLLECTION AND DISPOSAL OF  
RESIDENTIAL REFUSE WITHIN THE CITY OF SPANISH FORT, ALABAMA

This amendment to that certain Agreement for the Collection and Disposal of Residential Refuse and Recyclable Materials Collection and Recycling (this "Amendment") is made as of this 22<sup>nd</sup> day of November 2023, by and between Waste Pro of Alabama, Inc., {the "Franchisee"}, and the City of Spanish Fort, a municipal corporation, located in Baldwin County, Alabama (hereinafter called the "City").

**WITNESETH:**

WHEREAS, pursuant to a Request for Proposals issued by the City in 2019, the Franchisee was awarded and the parties entered into that certain Agreement for the Collection and Disposal of Residential Refuse and Recyclable Material Collection and Recycling with a term effective as of January 1, 2020, to continue until December 31, 2022, and such agreement was extended until December 31, 2023 and would terminate unless otherwise extended by agreement of the parties {the "Agreement"};and

WHEREAS, in accordance with the terms and provisions of the Agreement and Applicable Law, the Franchisee has duly notified the City of its desire to renew the Agreement for an additional three-year period, followed by two, one year options; and

WHEREAS, the City has agreed to such renewal of the term of the Agreement and has taken all action necessary pursuant to Applicable Law or otherwise to authorize such renewal of the term of the Agreement and execute and deliver this Amendment; and

WHEREAS, in connection with such renewal of the term of the Agreement, the parties wish to amend the Agreement on the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual grants and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

Section 2. Amendments. This Amendment shall be deemed to be an amendment to the Agreement and shall not be construed in any way a replacement or substitution, therefore. All of the terms and provisions of this Amendment are here by incorporated into the Agreement as if such terms and provisions were set forth therein in full. Subject to the foregoing and to the terms hereof, City and Franchisee hereby agree that the Agreement is hereby amended as follows:

- (a) Notwithstanding anything to the contrary set forth in the Agreement or any subsequent amendment thereof, the parties hereto acknowledge and agree that the term of the Agreement shall be extended for an additional three-year period beginning on January 1, 2023, and continuing through December 31, 2026, unless lawfully renewed, revoked or

terminated as provided herein, which such term may be extended for two additional one-year period, and renewed by the parties for additional periods subject to proper notification to the City by the Franchisee and approval by the City, in its sole discretion, as set forth in the Agreement.

(b) Franchisee shall perform such services in accordance with the terms of the Agreement at the rates hereinafter set forth:

(i) One (1) time per week collection and disposal of refuse (190-gallon limit), including weekly collection and disposal of yard waste and two times per year of white goods (customers to call and schedule pick-up) and furnish and maintain a 95 gallon roller container per resident.

\$19.68 per Residential Unit/per month.

Approximately 2600 Residential Units/per month = \$51,168.00

(ii) Franchisee shall receive a rate adjustment each year on the anniversary of this agreement. The increase shall be based upon the percentage change in the Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services. (CUUR0000SEHG). The percentage change will be calculated by looking at October of the current year compared to October of the prior year. The percentage change will be applied to the residential unit cost. In no year shall the increase exceed six percent (6%).

(iii) At this time, recycling collection and recycling will remain discontinued. The City reserves the right to reinstate recycling if Baldwin County Solid Waste establishes a recycling program.

### Section 3. Reference to and Effect upon the Existing Agreement.

(i) Effectiveness: Recitals. This Amendment shall be effective only upon receipt by each of the City and the Franchisee of at least one fully executed copy of this Amendment. Upon the effectiveness of this Amendment, and on and after the date of such effectiveness, each reference in the Agreement to "this Agreement", this "Agreement", "hereunder", "hereof", "herein", or words of like import, and each reference to the Agreement in any other related document shall mean and be a reference to the Agreement as amended hereby. The parties agree that the "whereas" recitals set forth above are true and correct and are hereby incorporated into this Amendment by reference.

(ii) Authority. The parties represent and warrant to the other party that (i) this Amendment has been duly and validly authorized, executed and delivered by it, and is a valid and binding agreement enforceable against it accordance with its terms; (ii) the persons executing this Amendment on behalf of the applicable party have been authorized and empowered to do so; (iii) each party has full power and authority to enter into and perform this Amendment in accordance with its terms. The parties acknowledge and agree that this Amendment shall inure to the benefit of and be enforceable by the parties hereto. The parties signing this Agreement on behalf of the City have been authorized to do so by specific action of the City Council adopted the \_ day of \_\_ , 2023, in open meeting and of record in its official minutes.

(iii) Ratification and Confirmation Generally. Except as specifically amended above, the Agreement, as amended, shall remain in full force and effect and all of its respective terms and conditions are hereby ratified and confirmed.



Section 4. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Alabama.

Section 5. Counterparts. This Amendment may be executed in any number of separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

Section 6. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

Section 7. Successors and Assigns. This Amendment shall be binding upon the City and the Franchisee and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date first above written,

**WASTE PRO OF ALABAMA, INC.**

*C. Ralph McMillan*  
\_\_\_\_\_  
Name:  
Title:  
*[Signature]*  
\_\_\_\_\_

**CITY OF SPANISH FOR, ALABAMA**

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

Attest: \_\_\_\_\_  
**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.*

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Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines, CMC  
City Clerk

**RESOLUTION NO. 1380-2023**

**A RESOLUTION ESTABLISHING PAID HOLIDAYS FOR ELIGIBLE CITY EMPLOYEES AND STAFF FOR THE 2024 CALENDAR YEAR**

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

**SECTION 1.** For the 2024 calendar year, the following days, and other such days as the governing body shall proclaim, are holidays for all eligible employees:

- |    |                                   |                   |
|----|-----------------------------------|-------------------|
| a. | New Year's Day                    | January 1, 2024   |
| b. | Martin Luther King Jr. Birthday   | January 15, 2024  |
| c. | Mardi Gras Day                    | February 13, 2024 |
| d. | Memorial Day                      | May 27, 2024      |
| e. | Independence Day                  | July 4, 2024      |
| f. | Labor Day                         | September 2, 2024 |
| g. | Veteran's Day                     | November 11, 2024 |
| h. | Thanksgiving Day                  | November 28, 2024 |
| i. | Friday following Thanksgiving Day | November 29, 2024 |
| j. | Christmas Eve                     | December 24, 2024 |
| k. | Christmas Day                     | December 25, 2024 |
| l. | Two Personal Days                 |                   |

**SECTION 2. Repealer Clause.**

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

**SECTION 3. Severability Clause.**

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

**SECTION 4. Effective Date.**

This Resolution shall become effective immediately upon its adoption.

***ADOPTED AND APPROVED this \_\_\_\_ day of December, 2023.***

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Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines  
City Clerk

**RESOLUTION NO. 1381-2023**

**A RESOLUTION DISPOSING OF SURPLUS PROPERTY**

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

**WHEREAS**, the City of Spanish Fort, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

**WHEREAS**, Ala. Code §11-43-56 (1975) authorizes the municipal governing body to dispose of unneeded personal property.

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

**Section 1.** That the following personal property owned by the City of Spanish Fort, Alabama, is not needed for public or municipal purposes:

Lenovo Thinkbook Laptop, Serial Number PF08YRGW

Dell Latitude Laptop, Serial Number JB6YJN1

Dell Vostro Laptop, Serial Number 6Q3XHJ1

2016 Chevrolet Tahoe VIN Number 1GNLCDEC2GR389378

29 Fire Department Turnout Gear Coats

23 Fire Department Turnout Gear Pants

27 Fire Department Gloves

59 Fire Department Boots

8 Fire Department Helmets

25 Large Fire Truck Tires

**Section 2.** That the Mayor and City Clerk be and are hereby authorized and directed to dispose of the personal property owned by the City of Spanish Fort, Alabama, described in Section 1 above, by the best method to receive the most monies as adequate consideration for the personal property.

**ADOPTED AND APPROVED** this \_\_\_\_ *day of* \_\_\_\_\_, **2023.**

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Michael M. McMillan  
Mayor

**ATTEST:**

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Rebecca A. Gaines  
City Clerk

**RESOLUTION NO. 1382-2023**

**A RESOLUTION APPOINTING A MEMBER TO THE  
SPANISH FORT PUBLIC SCHOOL COMMISSION**

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

**SECTION 1.** The following person is hereby appointed to serve as a member of the Spanish Fort Public School Commission and for the term set forth below:

Amy Taylor for a term of three years, commencing on February 21, 2023, as appointed by the Spanish Fort High School Principal.

**SECTION 2.** The appointment made by this Resolution is subject to the terms and conditions contained in Resolution No. 1074-2020, as amended, and Resolution No. 1226-2022, as amended.

**ADOPTED and APPROVED** the \_\_\_\_\_ *day of December, 2023.*

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Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines  
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.***

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Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines, CMC  
City Clerk

# Exhibit A

**HOURLY RATE**

**ANNUAL RATE**

<b>JOB TITLE</b>	<b>GRADE</b>	<b>BEGINNING RATE</b>	<b>MAXIMUM RATE</b>	<b>BEGINNING ANNUAL</b>	<b>MAXIMUM ANNUAL</b>
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:

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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.

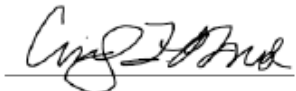
8.2 Failure on the part of the CONSULTANT to remedy any breach of its obligations hereunder within a reasonable time following written notice from the CLIENT which refers to this clause; specifies the breach with full particulars; indicates how the breach is to be remedied and specifies the CLIENT's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

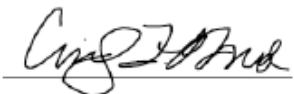
It is understood, the entity is responsible for the accuracy of information entered into each of these portals. JMCM will enter information that is provided and approved by the entity. Entity reserves the right to request changes to this information at any time. JMCM will not be held responsible for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

**RESOLUTION NO. 1385-2024**

**A RESOLUTION APPROVING THE LAND USE AT 30500 ALABAMA HIGHWAY 181,  
UNIT 310, SPANISH FORT, ALABAMA**

**WHEREAS**, Valerie Ralston and Shannon Rockwell, made a Land Use Application for a proposed beauty/cosmetology school at 30500 Alabama Highway 181, Unit 310, Spanish Fort, Alabama; and

**WHEREAS**, the Planning Commission of the City of Spanish Fort, Alabama, held a meeting on December 11, 2023, and approved the Application for Land Use; and.

**WHEREAS**, the proposed land use application met the location, character and extent for an beauty/cosmetology school on said property; and

**WHEREAS**, the City Council desires to approve the land use of the subject property located at 30500 Alabama Highway 181, Unit 310, Spanish Fort, Alabama, to be utilized as an beauty/cosmetology school.

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

**SECTION 1.** In accordance with Ordinance No. 51-96, as amended, of the City of Spanish Fort, Alabama, 1(a) of Section 6.4 - Table of Permitted Uses and Conditions, the City Council hereby approves the Land Use for the use as a beauty/cosmetology school at 30500 Alabama Highway 181, Unit 310, Spanish Fort, Alabama.

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

**SECTION 5.** This Resolution 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  
City Clerk