

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

Regular Meeting  
December 4, 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 November 20, 2023  
Regular Meeting November 20, 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.

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.

- IX. OLD BUSINESS
- X. NEW BUSINESS

Swearing in of New City Employee

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

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

- XI. ADJOURN TO NEXT MEETING  
Work Session and Regular Meeting, December 18, 2023

## Spanish Fort City Council

### Minutes, Work Session, Monday, November 20, 2023

The City Council of the City of Spanish Fort, Alabama, met Monday, November 20, 2023, at 4:02 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

The following Councilmembers were present: Curt Smith, Carl Gustafson, Shane Perry, 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 J. R. Smith and seconded by Councilmember Perry to go into executive session at 4:57 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 30 minutes and that the Work Session would resume upon the conclusion of the executive session. At 5:29 p.m., City Clerk Rebecca Gaines announced the executive session would continue approximately fifteen additional 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 Deember, 2023.*

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Rebecca A. Gaines  
City Clerk

**Spanish Fort City Council  
Minutes, Regular Meeting, November 20, 2023**

**CALL TO ORDER**

The City Council of the City of Spanish Fort, Alabama, met Monday, November 20, 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 Carl Gustafson led the Invocation and Pledge of Allegiance.

**APPROVAL OF MINUTES OF PREVIOUS MEETINGS**

The minutes of the Meeting and Work Session of November 6, 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**

Police Chief John Barber reported to the Council that the Police Department has become the 14<sup>th</sup> department in the State of Alabama to become CALEA certified. The certification process is an intensive review and revision of polices, procedures and processes and was carried out over the last three years. The Mayor and Council congratulated the Chief and the Department.

**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 Thursday, November 23, 2023, and Friday, November 24, 2023, to celebrate the Thanksgiving Holiday. The Spanish Fort Public Library will also be closed on Saturday, November 25, 2023.

WastePro will not pick up on Thanksgiving Day, November 23, 2023. Customers scheduled for pickup that day will instead have their residential trash picked up on Friday, November 24, 2023. Customers scheduled for pickup on Friday, November 24, 2023, will have their trash picked up on Saturday, November 25, 2023.

Join us for our Christmas in the Fort events for 2023! We have several events scheduled. On Sunday, December 3, 2023, at 6:00 p.m., the annual Christmas Tree Lighting will be held at the Spanish Fort Community Center, 7361 Spanish Fort Blvd. There will be music from the Spanish Fort High School Choir, a fun Christmas movie and lots of fun!

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.

## **OLD BUSINESS**

There was none.

## **NEW BUSINESS**

### ***Ordinance No. 650-2023***

Mayor McMillan presented Ordinance No. 650-2023, an ordinance amending Ordinance No. 51-96 of 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 Curt Smith to adopt Ordinance No. 650-2023 with an amendment to remove language in Section 7.103(a)(4) of the ordinance referencing trail systems. 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.

### ***Ordinance No. 651-2023***

Mayor McMillan presented Ordinance No. 651-2023, an ordinance amending Ordinance No. 51-96 of 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 Curt Smith and seconded by Councilmember Gustafson to adopt Ordinance No. 651-2023. 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.

### ***Resolution No. 1378-2023***

Mayor McMillan presented Resolution No. 1378-2023, a resolution authorizing the Mayor to execute an agreement between the City of Spanish Fort and Sawgrass Consulting, LLC. David Conner explained the proposed Resolution. Discussion followed.

A motion was made by Councilmember Gustafson and seconded by Councilmember Brabner to adopt Resolution No. 1378-2023. 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. 1379-2023***

Mayor McMillan presented Resolution No. 1379-2023, a resolution authorizing the Mayor to execute an agreement between the City of Spanish Fort and Sawgrass Consulting, LLC. 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. 1379-2023. 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 020 – Restaurant Retail Liquor License, Nerco LLC, d/b/a Voodoo Brewing Company, 30500 State Highway 181, Suite 134, Spanish Fort, Alabama 36527. David Conner explained the request. Discussion followed. A motion was made by Councilmember Brabner and seconded by Councilmember Curt Smith to approve the 020-

Restaurant Retail Liquor License request submitted by Nerco LLC, d/b/a Voodoo Brewing Company, 30500 State Highway 181, Suite 134, 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 November, 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**

**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

**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. 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