

# Marion

## City Council Meeting

### MEETING NOTICE AND AGENDA

#### Meeting Agenda

Tuesday, February 1, 2021

The City Council holds its regular meetings every first (1<sup>st</sup>) and third (3<sup>rd</sup>) Monday of each month at 6:00 p.m. in the Council's Chambers of City Hall located at 123 E. Jefferson St. Marion, AL 36756. Due to COVID-19, social distancing, and limited seating meetings are available to the public via Zoom to allow listening, viewing, and attendance of the meeting virtually. City Hall will continue to be open unless noted otherwise; however, please keep in mind seating is limited. Meetings begin with public comments which are only three minutes per public speaker. A notice of regular meeting changes or scheduled special meetings shall be posted as required by state law. Please note that regular or other meetings may be rescheduled or changed, AND will be posted if such changes occur. All agenda, minutes from prior meetings, and items to be considered/discussed, or decided are available in city hall and at [www.cityofmarional.org](http://www.cityofmarional.org) under the Governing Body tab.

- All agenda request(s) must be submitted no later than 2:00 p.m. Thursday before the scheduled meeting in order to timely fill request(s). Public Comment time is reserved for citizens on non-agendized items that are within the Council's jurisdiction. Please refrain from comment(s) which attack, harass, or make a mockery of anyone, their general reputation or involves a pending litigation.

Submit all request(s) and possible questions in writing @ [lwhinton@cityofmarional.org](mailto:lwhinton@cityofmarional.org) or visit our office for an agenda appearance request form at 123 E. Jefferson St. Marion, AL 36756. Speakers are limited to three minutes to address the Council during "PUBLIC COMMENT."



Americans with Disabilities Act (ADA) Notice



The City of Marion is committed to providing equal access to all public meetings and information per the requirements of ADA and Alabama Statutes. If you require any service that furthers inclusivity please contact the Office of the City Clerk-Treasurer at least 48 hours prior to the meeting at 334-683-6545.

\*Please note that innovation can be done openly or silently\*

Meeting Room	Marion City Hall Council's Chambers via Zoom {See enclosed ID & Password}
Date:	Monday, February 1, 2021
Time:	6:00 p.m. {Public Comments } Council Meeting immediately following
Meeting Facilitator:	Presiding Officer Mayor Dexter Hinton
Governing Body Members:	Presiding Officer Mayor Dexter Hinton Council Members: Jeremy Arrington (D1); Tommy L. Kennie (D2); Joseph Pearson (D3); Willie Jackson (D4); Jefferson K. Nail (D5)
Recorder of Minutes:	City Clerk
City Attorney:	Chestnut, Sanders & Sanders Law Firm

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City of Marion, AL

P.O. Box 959

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<b>Join Zoom Meeting Online:</b> <b><a href="https://zoom.us/j/2858029880?pwd=TDI3bEVHSIRSMIZoOWxSMXNTZ04xZz09">https://zoom.us/j/2858029880?pwd=TDI3bEVHSIRSMIZoOWxSMXNTZ04xZz09</a></b> <b>Phone: +1 301 715 8592</b> <b>Meeting ID: 285 802 9880</b> <b>Password: 213223</b>			
No.	Topics	Notes	Presenter/Requestor
1.	<b>Call Meeting to Order</b> <i>*One or more members of the Council, the Clerk, City Attorney, Department Supervisor, or the Magistrate may be attending the Council Meeting by telephone, video, or Internet conferencing, due to COVID-19 &amp; pursuant to Ala. Code § 36-25A-5.1.</i>	<b><u>Roll Call:</u></b> Presiding Officer Mayor Dexter Hinton Jeremy Arrington (D1) Tommy L. Kennie (D2) Joseph Pearson (D3) Willie Jackson (D4) Mayor Pro-Tem Jefferson K. Nail (D5)	<b>Presiding Officer Mayor Hinton</b>
2.	<b>Invocation</b>		<b>Presiding Officer</b>
3.	<b>Pledge of Allegiance</b>		<b>Cite in Concert</b>
4.	<b>Addendums/Adoption of the Minutes</b>	<b>Tuesday, January 19, 2021 Minutes</b>	<b>Presiding Officer</b>
5.	<b>Public Safety Committee Meeting Date</b>	<b>Proposed Date Wednesday, February 3, 2021</b>	<b>Presiding Officer</b>
6.	<b>Intergovernmental Agreement (MOU between Marion Military Institute</b>	<b>See below agreement</b>	<b>Presiding Officer</b>
7.	<b>Resolution 2021.02.01.01</b>	<b>Data Use Agreement between The Alabama Department of Public Health and City of Marion</b>	<b>Presiding Officer</b>
8.	<b>Approval of January Expenditures</b>		<b>Presiding Officer/City Clerk-Treasurer</b>
9.	<b>All Zoning &amp; Mobile Home Request(s) made during the previous meeting have been moved to the next agenda.</b> <b>An executive session MAYBE requested ONLY FOR the discussion of general reputation and character of an individual, group, business, etc. and or to discuss a pending legal matter with the City Attorney &amp; Legal Representatives. AL Code § 36-25A-7 (2016)</b>		

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- **Intergovernmental Agreement between City of Marion, AL & Marion Military Institute (See Enclosure on Firing Range)**

**Memorandum of Understanding  
between  
Marion Military Institute and the City of Marion, Alabama**

- 1. Purpose:** This MOU is hereby made and entered into by and between Marion Military Institute and the City of Marion, Alabama. A collaboration between the parties mutually supports the mission and goals of each organization and will provide additional resources to accomplish training events without additional liability or cost obligations.
- 2. Statement of Mutual Benefits and Interests:**
  - a. City of Marion.**
    - i. Basic Maintenance.** MMI will be responsible for the basic maintenance, as defined below, of this facility, thus making available a resource without imposing additional costs to the City.
    - ii. Availability.** The City will gain a resource for training and maintaining the weapons qualifications of its law enforcement personnel. The City may also then make this facility available to other local and regional law enforcement offices and other governmental and private organizations.
    - iii. Potential Funding for Upgrades/Improvements.** MMI will assist with finding and seeking grants and other sources to support potential upgrades and improvements to the facility.
  - b. Marion Military Institute.**
    - i. Access.** MMI will gain access to a facility that will enhance its programs including, but not limited to the Early Commissioning Program, Marine PLC program, Law Enforcement Program and the Competitive Shooting Team.
    - ii. Cost.** MMI will have access to a shared use facility. This will be more economical than having to create an exclusive facility.

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#### **3. Responsibilities:**

##### **a. City of Marion will:**

- i. Maintain ownership, and control, of the range facility.**
- ii. Maintain responsibility to ensure the facility meets all federal, state, and local regulations.**
- iii. Appoint a coordinator for range activities and allow MMI to reserve the range, for the exclusive use of its various programs, during the academic year. This usage is not expected to exceed 4 or 5 days per month.**
- iv. Allow MMI and/or the MMI Foundation to maintain and improve the basic shed structure currently existing on the range and to place, at MMI's expense, an additional storage structure on the range facility should it desire. Any such additional structures will remain the property of MMI. The City of Marion shall inspect and approve any repairs, additions or improvements.**

##### **b. Marion Military Institute will:**

- i. Perform basic maintenance of the range which will include only:**
  - 1. Cutting grass.**
  - 2. Maintaining existing fencing**
  - 3. Maintaining required safety related signage.**
- ii. Operate the range in a safe and secure manner in accordance with applicable federal, state and local regulations during the conduct of MMI's activities at approved times.**
- iii. To the extent allowed by Alabama Law, will hold harmless the City of Marion for any damages, injury or death that result from the negligent acts or misconduct of MMI's employees or students when using the range for its purposes.**
- iv. Not store any weapons or ammunition at the range facility.**
- v. Collaborate with the City of Marion in seeking additional outside funding (such as grants) to assist with any necessary work to maintain, upgrade or improve the facility.**

#### **4. Non-Fund Obligating Document. Nothing in this MOU shall obligate either party to obligate or transfer any funds. Specific work projects or activities that involve the**

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transfer of funds, services, or property between the parties will require execution of separate agreements and be contingent upon the availability of funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

**5. Establishment of Responsibility.**

- a. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against any party to this MOU including but not limited to:
  - i. the United States, its agencies, its officers, any person, and/or
  - ii. the State of Alabama, its agencies, its officers or any person and/or
  - iii. the City of Marion, Marion Military Institute, their organization(s), their officers or any person.

**6. Term of Agreement.**

- a. This agreement will remain in effect for 10 years, unless substantially changed by mutual consent of the parties.
- b. This MOU may be terminated by mutual agreement of both parties at any time.

**7. This agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice- or conflict- of- laws, provisions, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.**

**8. It is further agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of this agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. City understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise from or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.**

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9. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire, for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting therefrom.
10. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
11. Authorized Representatives. By signature below, the parties certify that the individuals listed in this document as their representatives are authorized to act in their respective areas for matters related to this agreement and are expressly authorized to execute this agreement.

#### Public Announcements/Legal Posting

### **CITY OF MARION, ALABAMA PROPOSED STREET REHABILITATION AND DRAINAGE PROJECT Marion Street 2021.01.04.001**

**Seal Bids are hereby requested as of December 18, 2020**

**In accordance with Alabama Competitive Bid Law which is codified at §41-16-50 through 41-16-63, Code of Alabama, 1975 and state statues found in Chapter 1, Title 39, Code of Alabama, 1975.**

The Public Works Law defines Public Works as being, “[t]he construction, installation, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, curbs, gutters, sidewalks, bridges, docks, underpasses, and viaducts as well as any other improvement to be constructed, installed, repaired, renovated, or maintained on public property and to be paid, in whole or in part, with public funds or with financing to be retired with public funds in the form of lease payments or otherwise.” ALA. CODE § 39-2-1(6) (1975). If a contract is deemed to fall into one of these categories, then it falls under the provisions of the Public Works Law. The Public Works Law begins with a requirement that bonds be submitted by winning

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bidders to secure contracts that are \$50,000.00 or more in value. The purpose of the Public Works bond requirement is to ensure that material men receive full payment for labor or materials that they supply to a public works project

#### PROJECT DESCRIPTION

The City of Marion, Alabama will be requesting Sealed Bids for the installation of approximately 450 LF of Two Layers Sub- Base Road Bed which contains approximately 340 CY of ¾" Crusher Run (Depth varies from 3' 6" to 3") and approximately 200 CY of Suitable Backfill Material; approximately 130 CY of Class II Rip – Rap and 30' of 24" HDPE Storm Culvert Pipe. The Project is located along Cornelia Street. Sub- Base layers must be compacted in 8" Lifts.

#### Bid-SUBMITTAL Date

Sealed bids must be received by Monday, March 1, 2021 at the Marion City Hall by 5:00 P.M.

#### CONTRACT STIPULATION

The law provides that faithful performance bonds from all bidders be submitted. Therefore, bidders on any contract must furnish a bid bond for such services, materials, & equipment. The accepted bidder/contractor must be prepared to start work by February 2021 if the weather conditions allow. Contractor is responsible for labor, equipment, and materials needed for the outlined project.

Please note that the awarding authority may reject any bid if the price is deemed excessive or if the quality of the services, materials and product is inferior for the work necessary. Awards shall be made to the most responsible bidder taking into consideration the qualities of the commodities proposed to be supplied, the bidders conformity with specifications, the purposes for which required, the terms of delivery, transportation charges, and the dates of deliver. Provided there is no loss of price or quality, a preference shall be given to commodities produced in Alabama or sold by an Alabama bidder, but may not be given to American products where foreign products of the same quality may be purchased at a lower price.

#### CONTACT INFORMATION

City Hall phone: (334) 683-6545

Mailing:

City of Marion, AL

P.O. Box 959/123 E. Jefferson St. Marion, AL 36756

**\*Bids should be sealed and will not be opened until the Monday, March 1, 2021 during City Council Meeting\***

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### Contract Industrial Maintenance Technician

We are looking to contract with a skilled Industrial Maintenance Technician to oversee the installation and maintenance of our industrial equipment at the Marion Water & Sewer Department. As an Industrial Maintenance Technician, you will be responsible for ensuring the smooth operation of our machinery and mechanical equipment. This will include installing new equipment, performing regular services and maintenance procedures, and troubleshooting equipment breakdowns.

To ensure success as an Industrial Maintenance Technician, you should have advanced mechanical knowledge of industrial machinery, excellent troubleshooting skills, and good time-management skills. Ultimately, a top-class Industrial Maintenance Technician boosts production by ensuring all production equipment functions correctly and receives regular maintenance.

#### Industrial Maintenance Technician Responsibilities:

- Reading and interpreting engineering blueprints.
- Installing new production equipment.
- Servicing and maintaining equipment including motors, conveyor systems, transmission systems, and production-related equipment.
- Inspecting and assessing the functionality of production machines.
- Troubleshooting mechanical breakdowns.
- Adjusting mechanical parts using hand and machine tools.
- Fabricating parts for repairs and machine upgrades.
- Conducting routine maintenance and safety checks.
- Communicating with the production team and maintaining a clean work area.
- Preparing and submitting maintenance reports.

#### Industrial Maintenance Technician Requirements:

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- Skills as an Industrial Maintenance Technician or Service Engineer, Engineering Field or a similar field.
- Previous work experience as an Industrial Maintenance Technician.
- In-depth knowledge of mechanical and electrical systems maintenance.
- Knowledge of parametric and industrial control systems.
- Familiarity with OSHA safety standards and regulations.
- Excellent troubleshooting skills.
- Basic computer and report writing skills.
- Good communication skills.
- Ability to lift and manipulate heavy equipment.
- Good time-management skills.

Please submit contract proposals to [lwhinton@cityofmarional.org](mailto:lwhinton@cityofmarional.org) or mail to City of Marion, AL P.O. Box 959/123 E. Jefferson St. through February 19, 2021 @ 5:00 p.m. CST.