



Minutes of the City of Calera Council Meeting – February 4, 2019

The Council of the City of Calera met in the Council Chambers of the City Hall at 7901 Highway 31 on Monday, February 4, 2019 at 6:30 p.m., in a regular meeting. Mayor Graham presiding.

Mayor and Council Members Present:

Jon G. Graham, Mayor
David Bradshaw, Council Member
Chris Bunn, Council Member
Philip Busby, Council Member
Ernest Montgomery, Council Member
Kay Snowden Turner, Council Member
Alan Watts, Council Member

Department Heads Present:

Kelly Ellison, Finance Director
Seth Gandy, Park and Recreation Director
Sean Kendrick, Fire Chief
Sean Lemley, Police Chief
Chris Pappas, City Engineer
Alison Powers, Library Director

Absent:

Reggie Darden, Building Official
Matt Worthen, IT Services Manager

Guests:

Markus Snowden

Mayor Graham called the meeting to order at 6:30 p.m.

Word of Prayer and Pledge of Allegiance:

Paul Armstrong opened the meeting with prayer and the Pledge of Allegiance.

Approval of Minutes:

Council Member Montgomery made a motion to approve and dispense with the reading of the following minutes:

Regular Meeting – January 22, 2019

Work Session – January 22, 2019

Council Member Bradshaw seconded said motion and upon vote, the results were as follows:

AYES: Bunn, Busby, Bradshaw, Graham, Montgomery, Watts

NAYS: Turner

Motion Passed

REPORTS OF DEPARTMENT HEADS:

No action taken

COUNCIL MEMBER REPORTS:

No action taken

MAYOR REPORT:

No action taken

OLD BUSINESS:

No old business

NEW BUSINESS

Council Member Turner made a motion to approve the Preliminary Traffic Signal Warrant Evaluations (Phase I) of the Professional Service Agreement from Skipper Consulting, Inc. for the amount of \$3,600.00. Council Member Watts seconded said motion and upon vote, the results were as follows:

AYES: Bradshaw, Bunn, Busby, Graham, Montgomery, Turner, Watts

NAYS: None

Motion Passed

PUBLIC HEARING

Resolution No. 2019-04 Award Bid 2019 Athletic Uniforms and Coaches Apparel

Council Member Turner moved that Resolution No. R-2019-04 is adopted. Council Member Bradshaw seconded said motion and upon vote, the results were as follows:

AYES: Bradshaw, Bunn, Busby, Graham, Montgomery, Turner, Watts

NAYS: None

Motion Passed – Adopted this 4th day of February, 2019

Resolution No. 2019-05 Small Cell Tower Authority

Council Member Turner moved that Resolution No. R-2019-05 is adopted. Council Member Bunn seconded said motion and upon vote, the results were as follows:

AYES: Bradshaw, Bunn, Busby, Graham, Montgomery, Turner, Watts

NAYS: None

Motion Passed – Adopted this 4th day of February, 2019

Council Member Bradshaw made a motion for council minutes to be action only. Council Member Busby seconded said motion and upon vote, the results were as follows:

AYES: Bradshaw, Bunn, Busby, Graham, Montgomery, Watts

NAYS: Turner

Motion Passed

Council Member Busby made a motion to adjourn the meeting at 6:42 p.m.

Approved this 18th day of February, 2019.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2019-04

A RESOLUTION ACCEPTING A BID FOR 2019 ATHLETIC UNIFORMS AND COACHES APPAREL FOR THE CITY OF CALERA, ALABAMA.

WHEREAS, the City of Calera has solicited sealed bids as required under the Alabama bid law; and

WHEREAS, bids were opened at Calera City Hall on January 22, 2019 at 11:00 a.m.; and

WHEREAS, bids were as follows:

Company

Riddell	\$337.93
Varsity Sports	\$327.75
Ad Specialty Plus	\$468.25
BSN	\$382.50

WHEREAS, the Mayor and Council of the City of Calera, at the Regular Meeting on February 4, 2019 considers the recommendation of Mr. Seth Gandy. The Mayor and Council will award the bid for the 2019 Athletic Uniforms and Coaches Apparel Bid in the amount of \$327.75 to Varsity Sports.

(Copy of Mr. Seth Gandy, Park and Recreation Director's recommendation letter attached to this Resolution)

Council Member Turner moved that Resolution No. R-2019-04 be adopted. Council Member Bradshaw seconded said motion and upon vote, the results were as follows:

AYES: Montgomery, Watts, Bradshaw, Graham, Bunn, Busby, Turner

NAYS: None

Mayor Graham declared Resolution No. R-2019-04 adopted.

Adopted this 4th day of February, 2019.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

CITY OF CALERA
2019 Athletic Uniforms and Coaches apparel

#	BIDDER	TOTAL LUMP SUM
1	RIDDELL	337.93
2	VARSITY SPORTS	327.75
3	AD SPECIALTY PLOUS	468.25
4	BSN	382.50

I certify this to be a true and correct tabulation of all bids for the
above named project and read aloud on January 22, 2019.



Seth L. Gandy-Park and Recreation Director

City of Calera

JON GRAHAM
Mayor
CONNIE PAYTON
City Clerk



COUNCIL MEMBERS:

DAVID BRADSHAW
CHRIS BUNN
PHILIP BUSBY
ERNEST MONTGOMERY
KAY SNOWDEN TURNER
ALAN WATTS

Mayor Jon Graham,

On January 22, 2019 we opened bids on 2019 Athletic Uniforms. We had a total of four bids. Varsity Sports LLC. was the lowest bidder. It is my recommendation that we award the bid to Varsity Sports, LLC. Thanks,

Seth Gandy
Calera Park and Recreation Director

7901 HWY 31·CALERA, ALABAMA 35040
MAYOR (205) 668-3500· FAX (205) 668-3624

“Large enough to be progressively aware, yet small enough to still care”

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2019-05

**Resolution in Support of Protecting Local Control over Public Streets and Public Assets
and a Call on Congress to Reaffirm Such Local Control by Reversing Recent FCC Actions
Related to Wireless Facilities By Enacting H.R. 530.**

WHEREAS, local governments have long been the stewards of local public streets and public assets (such as street lighting) vital to ensure the free flow of people and goods and to maintain vibrant communities; and

WHEREAS, local governments have long advocated for universal access to reliable, high-speed broadband services, as these services are critical for the delivery of education, economic development, employment, and a variety of essential services necessary for success and progress in the 21st century; and

WHEREAS, local governments have been leaders in developing innovative solutions for ensuring reliable, high-speed broadband wireline and wireless services are widely available in their communities through their management of public streets and of other public assets in a manner that balances the competing interests and needs of various constituents; and

WHEREAS, by means of orders issued on August 2, 2018 and September 26, 2018, the Federal Communications Commission took unprecedented, sweeping action to prevent local governments from effectively managing public assets and to severely compromise their ability to manage the public streets effectively and equitably, taking into account considerations for public safety, public utility services such as water, sewer, and electricity, the travelling public, environmental concerns, and economic development; and further effectively requires local taxpayers to subsidize use of public streets and other public assets by the wireless industry; and

WHEREAS, the orders also adversely affect the ability of City of Calera to deliver services safely and cost-effectively;

WHEREAS, Representative Anna Eshoo has introduced H.R. 530, legislation to overturn the FCC's actions of August 2 and September 26, 2018.

NOW, THEREFORE BE IT RESOLVED that the City of Calera thanks Congresswoman Eshoo for her leadership and calls on Congress to enact, and President Trump to sign H.R. 530, or similar legislation to invalidate the recent actions taken by the Federal Communications Commission.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to Representatives and Senators and with a request on behalf of the citizens of City of Calera that they support H.R. 530 or similar legislation

Council Member Turner moved that Resolution No. R-2019-05 be adopted. Council Member Bunn seconded said motion and upon vote, the results were as follows:

AYES: Montgomery, Watts, Bradshaw, Graham, Bunn, Busby, Turner

NAYS: None

Mayor Graham declared Resolution No. R-2019-05 adopted.

Adopted this 4th day of February, 2019.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

PROFESSIONAL SERVICES AGREEMENT
Between
City of Calera and Skipper Consulting, Inc.

This Agreement is made by and between the **City of Calera** ("City"), doing business at Post Office Box 488, Calera, Alabama 35602 and, **Skipper Consulting, Inc.** ("Consultant"), doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

Who agree as follows: City requires professional traffic engineering services to undertake a traffic signal warrant studies and design at the intersections of Alabama Highway 25 and Interstate 65 Ramps in Calera, Alabama. The Consultant shall be authorized to start work on the services outlined in this agreement upon execution of this Agreement. The City and Consultant agree this agreement, together with Exhibit A referred to herein; constitute the entire agreement between them relating to this assignment.

1. PROFESSIONAL SERVICES: The Consultant agrees to perform the following Services under this agreement: SEE EXHIBIT "A"

2. CITY'S RESPONSIBILITIES: The City, at their expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in their files. This shall include a base survey of the intersection within the limits specified by the Consultant. The Consultant may rely on the information provided by the City without verification.

The City will designate a representative who shall have the authority to act on behalf of the City for this project.

The City shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

3. COMPENSATION, BILLING, PAYMENT, and PERFORMANCE SCHEDULE: Skipper Consulting Inc. would on behalf of the City, undertake the work outlined in Exhibit "A" on a fixed fee basis as follows:

<u>Work Task</u>	<u>Budget Amount</u>
Preliminary Traffic Signal Warrant Evaluation (2 Intersections)	\$ 3,600.00
Upon Authorization to Proceed from Client:	
Traffic Signal Warrant Study Documentation	\$ 5,000.00
Traffic Signal Design (2 intersections)	\$ 15,000.00
Traffic Signal Permitting (2 intersections)	\$ 1,000.00
Total	\$ 24,600.00

The CITY would be billed monthly based on the work completed during the billing period. Invoices are payable within 30 days from the receipt by the CITY, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the CITY other than those conditions, if any, specifically set forth in this agreement.

If complications or other unforeseen factors cause a change in the scope of work outlined in Section 1, the Consultant will notify the City, or their representative, in writing of the changes and any adjustments to the fee required by such change. If the City wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant is prepared to amend this agreement or submit a proposal for the additional work.

If for any reason, payment for invoices from any of the City reaches more than 15 days past the due date, the Consultant has the right to stop work on the assignment until such payment is made. All past due invoices shall accrue interest at the rate of 1.5% per month. The Consultant will not be liable for any delays to project schedules caused for such work stoppage. Furthermore, should the Consultant be required to take legal action including, but not limited to, suit to collect for services, the City shall be responsible for all costs and reasonable attorney fees in the collection of all amounts due for services rendered under this agreement, or any amendments hereto.

This proposal has been prepared with the expressed understanding that the selection of our firm to perform these professional services is based upon the qualifications, experience and reputation of the staff of Skipper Consulting, Inc., and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions regarding the technical scope and/or schedule of fees for this proposal. If the City should request additional prices for the scope of work included herein from other consulting engineers, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

4. STANDARD TERMS AND CONDITIONS

Services provided by the Consultant shall be performed based on standard professional practices exercised by the transportation engineering and planning profession and upon standards within the locality where the services are provided.

Consultant's relationship to City shall at all times be that of an associate consultant, and at all times this relationship shall be governed by, and in strict accordance with this agreement.

The City shall, without limit, have final right of review and approval of all plans and specifications that shall be the essence of this agreement; however, review and approval shall not be withheld unreasonably.

The rights of each party under this agreement are personal to that party and may not be

**AI25 at I-65 Ramp Signal Warrants
Calera, Alabama**

**Skipper Consulting, Inc.
January 23, 2019**

assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

This agreement may be terminated by either party upon 10 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination of this agreement, due to the fault of someone other than the Consultant, Consultant shall be paid for services performed to termination date, including reimbursements then due.

The Consultant agrees to furnish consulting services only, as may be required for any and all work required by the City. Consultant shall be responsible for coordination of his work with that of the City.

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with the terms of this agreement where the causes of such failure shall include, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as will protect him from claims under the workers' compensation acts and from claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this agreement.

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Certificates of such coverage will be provided to City upon request.

To the fullest extent permitted by law, the City and Consultant agree that, except for claims of indemnification, the time period for claims under this agreement shall expire one year following completion of the project.

City shall provide Consultant access to the project site necessary for the Consultant to provide the services outlined.

Reuse of any documents or other deliverables pertaining to the project by the City other than for the project for which documents or deliverables were prepared without written verification by the Consultant shall be at the risk of the City.

No employee or agent of the Consultant shall have individual liability to the City.

The persons signing this agreement warrant that they have the authority to sign on behalf of the City and Consultant.

APPROVED FOR CITY

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR SKIPPER
CONSULTING, INC.

By:  _____

Printed Name: Darrell B. Skipper

Title: President

Date: 1/23/19

**Exhibit "A"
Traffic Signal Design Services
Alabama Highway 25 at Interstate 65
Calera, Alabama
Scope of Work**

Skipper Consulting, Inc. proposes to provide professional engineering services to undertake a traffic signal warrant evaluation for the intersection of Alabama Highway 25 and I-65 Ramps in Calera, Alabama. It is the Consultant's understanding the following services will be required:

Preliminary Traffic Signal Warrant Study

The Consultant will conduct a traffic signal warrant study following the guidelines as published by the Alabama Department of Transportation. The Consultant will initiate the study process by conducting peak hour turning movement counts at the intersections of Alabama Highway 25 and Interstate 65 Ramps. Additionally 24 hour machine counts will be conducted at locations within the vicinity of the site along the approaches of Interstate 65 Ramps and Alabama Highway 25.

Once the traffic count information has been collected, the Consultant will conduct a preliminary traffic signal warrant assessment based upon existing traffic volumes. The Consultant will then contact the Client to discuss preliminary findings and to set a course of action and schedule for the project.

Traffic Signal Warrant Study Documentation

If the results of the preliminary traffic signal warrant study evaluation indicate a traffic signal would be warranted and upon authorization to proceed from the client, the consultant will document findings of the traffic signal warrant study in a report format. The report will be transmitted to the Client for review in draft format digitally. The final report will be transmitted to ALDOT digitally and in up to 3 copies printed.

Upon receipt of concurrence for the proposed traffic signal, the Consultant will proceed with traffic signal design efforts.

Traffic Signal Construction Plan Development

As a basis for undertaking traffic signal design services, the Consultant assumes the Client will provide a survey/construction plans for the project intersection. Drawings provided by the Client will be used as a base for preparation of traffic signal construction plans. The survey and/or construction drawings provided by the Client should be provided in electronic format for reuse by the Consultant.

Design efforts for the project will be undertaken using procedures and specifications as established by the Alabama Department of Transportation. Design efforts would include:

- Traffic signal phasing and timings;
- Development of roadway striping to support traffic signal construction and operation;
- Research applicable ALDOT standards and specifications;
- Determine appropriate traffic signal construction notes;
- Determine traffic signal equipment and installation details; and
- Development of traffic handling plans to support traffic signal construction activities.

The traffic signal plan would include applicable traffic signal operation and construction notes, the signal plan sheet, applicable equipment and construction details, striping modifications for the intersection and traffic handling plans.

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Calera, Alabama**

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The traffic signal plan set will be transmitted to the Client for review and comment digitally. Upon receiving comments, modifications will be made and the final plan sets will be prepared. The Consultant will transmit the final construction plan set to the Client for distribution. The Consultant will provide a reproducible copy of the plan set to the Client upon request.

The Consultant will also assist the Client in the bid process for the traffic signal construction project upon approval by ALDOT. Assistance will include providing guidance on specifications for traffic signal construction, traffic signal equipment submittal reviews, traffic signal bid reviews, and traffic signal preconstruction meeting attendance.

Traffic Signal Permitting

It is anticipated that the Client would coordinate all plan submittals and traffic signal permit approvals with the Alabama Department of Transportation.

EXCLUSIONS - The following items are excluded from this Scope of Work:

- Geotechnical investigation;
- Pole foundation design;
- Signal pole design;
- Construction inspection;
- Surveying; and
- Traffic Signal Coordination Timings.