



**CITY OF FAIRHOPE
CITY COUNCIL WORK SESSION AGENDA**

**Tuesday, November 12, 2024 - 4:30 PM
City Council Chamber**

Council Members

Kevin G. Boone
Jack Burrell
Jimmy Conyers
Corey Martin
Jay Robinson

1. Presentation - Harbor Board First Round Edits Fairhope Docks Conceptual Plan
2. Discussion of Long's Human Resource Services to Supply Temporary Employees to Supplement the Existing Work Force
3. Discussion of Civic Center and Park Revisions to Ordinance No. 1575 and Resolution No. 3039-18
4. Committee Updates
5. Department Head Updates

Next City Council Work Session, Monday, December 9, 2024, 4:30 p.m.



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2024-773

FROM:	Harbor Board
SUBJECT:	First Round Edits Fairhope Docks Conceptual Plan
AGENDA DATE:	November 12, 2024

RECOMMENDED ACTION:

Harbor Board to present the proposed first round edits of the Fairhope Docks Conceptual Plan to Council.

BACKGROUND INFORMATION:

Fairhope Docks Conceptual Plan

BUDGET IMPACT/FUNDING SOURCE:

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

Summation of edits recommended from the Harbor Board

The Harbor Board has met multiple times to review and discuss the proposed vision for Fairhope City Docks. The board would like to see the following edits placed into the plan for further review.

1. Please show the plan to be more directed towards boaters within the community and transient cruisers visiting the area. The focus should not be visitors coming in by vehicle.
2. Improved vehicular circulation to include a more secure (gated) parking area for slip holders with pedestrian access. This may include a way to close the park down after hours as other city parks currently do.

3. Please show options for the current buildings to be uniquely repurposed as opposed to being torn down:

- Give the City a way to support local fishing industry with a seafood co-op
- Adding local art / murals to the building could follow what the city has done in other parts of downtown
- create storage areas for slip holders to lease
- lease space for maritime vendors for marine supplies and service
- golf cart / kayak rentals
- dock store / ship store
- concessions
- improved restroom / shower / laundry facilities for boaters

4. Boat storage / Dry Dock

The board unanimously agrees it would like to hold on dry dock storage at this time. The board would like to see improved existing dockage first and a dedicated area set for boat lifts with consistency in design and construction

5. Replace proposed lighthouse with a Gazebo near the jetties. Would like to see a gazebo design that's inspired as a replica of the Middle Bay Lighthouse with a hex angular top

6. West side beach area improved in a more park like manner with better access for kayak / paddle boarders and adirondack seating for Sunsets

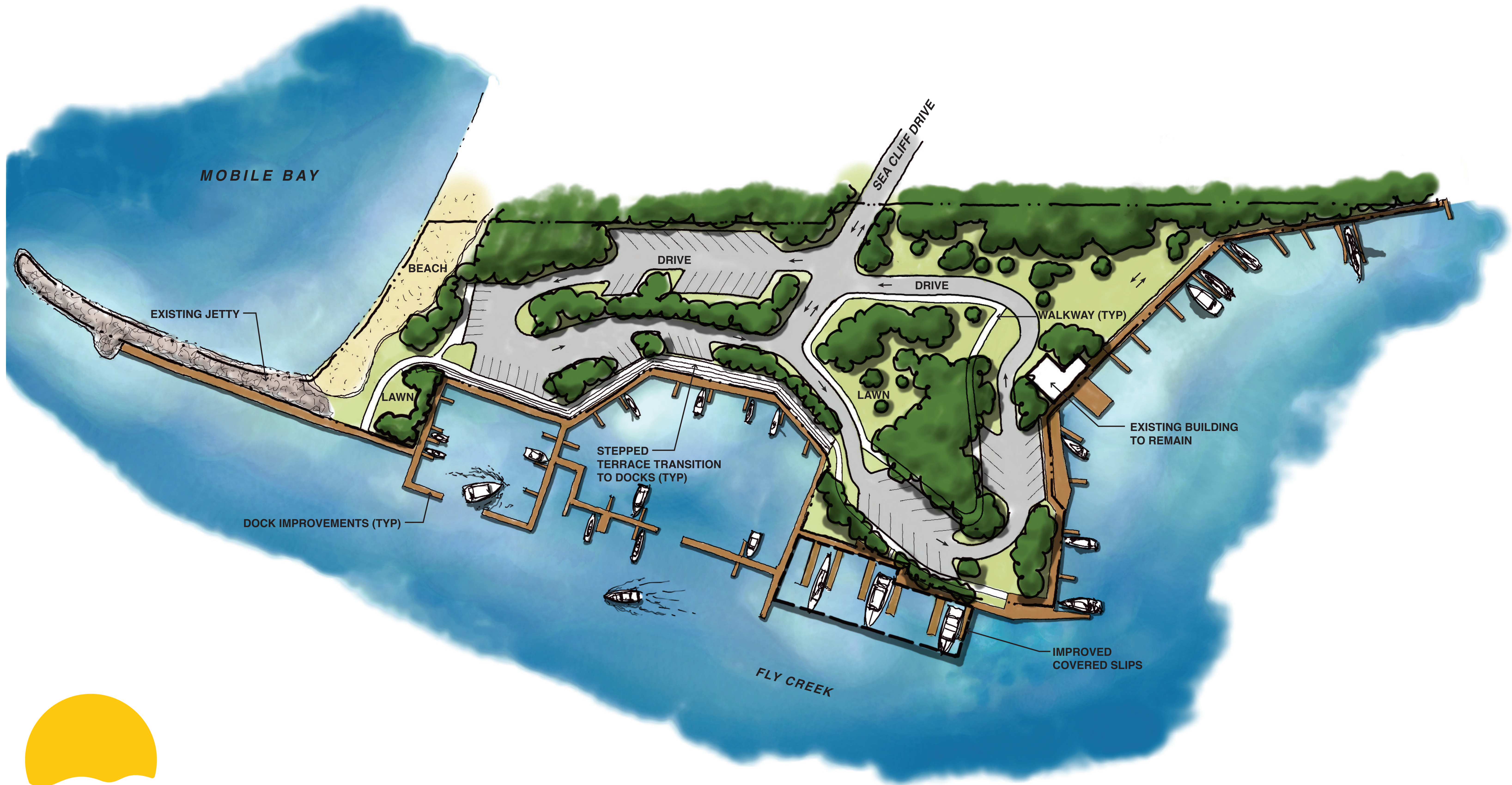
7. The board is not opposed to a cottage / bungalow rental... would like for it to feel more like what you've seen many state parks in keeping with the park like feel of the space. A place for food trucks would be a nice addition noting to add electrical shore power so there are no noisy generators.

8. Slip modifications needed:

- wider slips

- extending covered slip area?

- designated spaces for boat lifts



THE FAIRHOPE DOCKS

FAIRHOPE, ALABAMA

Preliminary – Not for Construction

fairhope, al | ocean springs, ms | p 855.539.5086

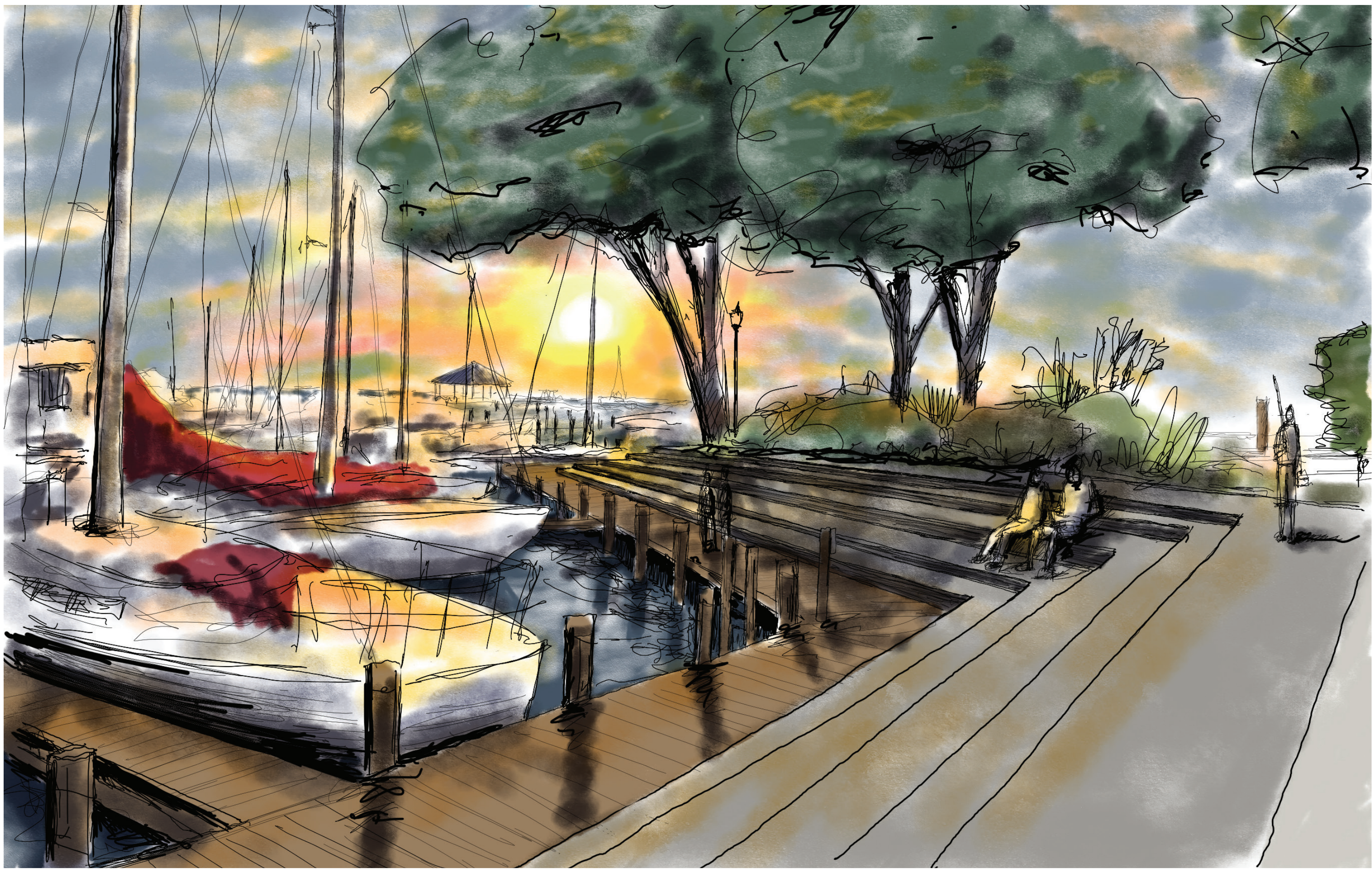


CHRISTIANPREUS
Landscape Architecture

cpldesignplanning.com



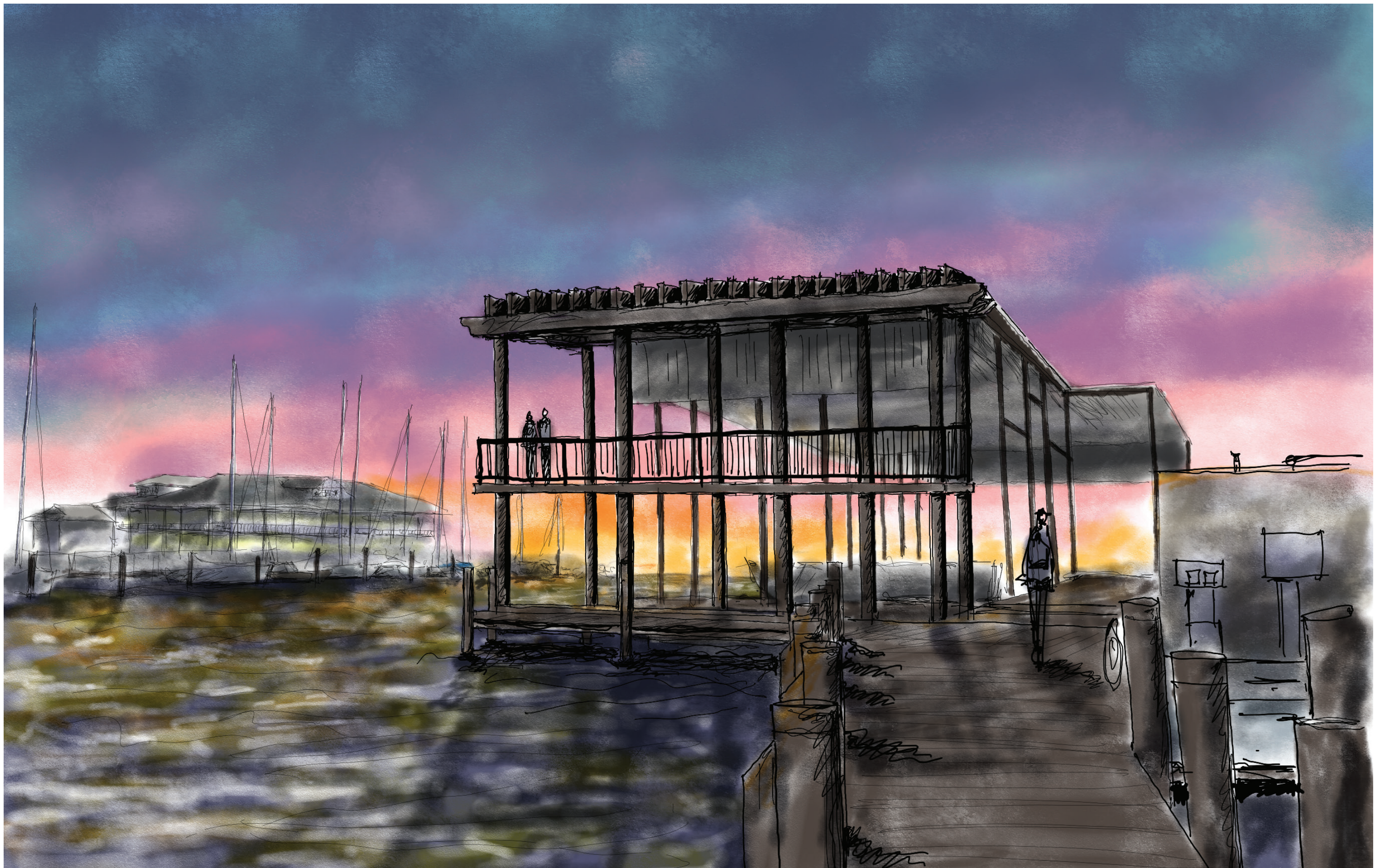
BIRDSEYE VIEW OF MARINA



VIEW OF PROPOSED STEPS AT FAIRHOPE DOCKS



PROPOSED VIEW LOOKING SOUTH FROM SEA CLIFF DRIVE



PROPOSED VIEW OF DOCKS AND GATHERING AREA LOOKING SOUTH IN MARINA

CONCEPT SKETCHES FOR

THE FAIRHOPE DOCKS FAIRHOPE, ALABAMA

Preliminary – Not for Construction

fairhope, al | ocean springs, ms | p 855.539.5086

CHRISTIANPREUS
Landscape Architecture

cpldesignplanning.com



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2024-754

FROM:	George Ladd , PUBLIC WORKS DIRECTOR
	Hannah Noonan, Human Resources Director
SUBJECT:	The Director of Public Works, George Ladd, and the Director of Human Resources, Hannah Noonan, have requested employment services to supply temporary employees to supplement the existing work force.
AGENDA DATE:	November 12, 2024

RECOMMENDED ACTION:

To approve the Mayor to execute a contract for human resources services to supply temporary employees to supplement the existing work force. The cost of this contract will be based upon the number of employees supplied by this service.

BACKGROUND INFORMATION:

The Director of Public Works, George Ladd, and the Director of Human Resources, Hannah Noonan, have requested employment services to supply temporary employees to supplement the existing work force. The high turnover of some positions in the Public Works Department have created an extreme burden on the City of Fairhope Public Works Department and the City Human Resources Department due to the time it takes for recruitment, documentation, drug testing, and other tasks required to hire a new employee. The human resources services this contract would provide would perform those tasks.

This service is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51 (a)(4) Contracts for which competitive bidding not required, which states: "*Contracts of employment in the regular civil service.*"

The cost of this service will be paid through the current open salaries for Streets, Horticulture and Sanitation.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
001350/001360/005030-	Salaries - Temp	TBD	TBD	TBD

50040	Labor			
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GRANT:

N/A

LEGAL IMPACT:

City Attorney provided Vendor contract and/or terms & conditions on 10/16/2024 for review and recommendations.

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute a contract with Long's Human Resource Services to supply temporary employees to supplement the existing work force. These services are exempt pursuant to Code of Alabama 1975, Section 41-16-51.

DULY ADOPTED THIS 12TH DAY OF NOVEMBER, 2024

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



JOBS. WELL DONE.

Long's Human Resource Services

AGREEMENT FOR PROVIDING TEMPORARY STAFFING SERVICES

This is an agreement ("Agreement") made as of October 16, 2024, between Long's Personnel Services, Inc., DBA: Long's Human Resource Services, which has offices at 19 Midtown Park Drive West, Mobile, AL, 36606 and 123 West Camphor Ave, Foley, AL 36535 (called "Long's", "we", "us", or "our" in this Agreement) and City of Fairhope with offices located at 555 South Section Street, Fairhope, AL 36532 (called "you", "yours" in this Agreement).

1. STATEMENT OF WORK / EQUAL EMPLOYMENT OPPORTUNITY

You have requested that we supply certain persons to you on a temporary basis to supplement your work force. We will supply to you such temporary personnel as you may from time to time request to work under the direction and control of your supervisor.

Long's will not discriminate in its recruiting practices against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or Vietnam Veteran. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. EMPLOYEES TO BE SENT TO YOU

We will only employ persons who meet your qualifications and are screened by Long's. Long's routinely requires employees to complete a drug screen, an Alabama state-wide criminal background check, an I-9, E-Verify, and employment confirmation. Other screening, i.e. M.V.R., national background check and Social Security confirmation, are available for a fee.

3. THE EMPLOYEES

We are the employer of all the persons that we send to supplement your work force (hereafter called the "employees"). We will pay the wages of the employees, and we will be responsible for withholding all income and social security taxes from their wages and for paying workers' compensation insurance premiums, state and federal unemployment insurance taxes, and employer's share of social security taxes on their behalf.

4. ASSIGNMENT OF EMPLOYEES

Long's will assign qualified employees to the work site. Long's will discipline and / or reassign employees to other sites if their production, attendance, and/or behavior are not acceptable.

5. SAFETY AND REGULATIONS

We (the client) acknowledge that each Long's employee is assigned on the basis of a particular job classification and is not to change job duties without prior approval from Long's. We (the client) assure we will: provide a workplace which is free from recognized hazards that are likely to cause death or serious injury; conduct required safety training; and ensure that Long's employees use any protective equipment necessary to perform the assignments safely. We assure that we, (the client) are in compliance with all laws, and regulations of duly constituted governmental bodies concerning Long's employees and any other employees.



JOBS. WELL DONE.

6. ACCIDENT POLICY AND PROCEDURE

You will be provided a copy of our accident plan outlining what to do in the event a Long's employee is injured on the job. Long's is required to perform an initial site walk-through before the initial placement and quarterly following the initial placement.

7. WORK WEEK, OVERTIME, AND HOLIDAYS

The normal work week for each employee will coincide with Client Company's work week. Overtime hours shall be defined as those hours worked in excess of forty (40) hours per week. Holiday pay for staffing employees are paid at the discretion of Client. If Client chooses to pay holidays for staffing employees, a list of approved holidays will be provided to Long's. Non-worked holidays will be billed as a separate line item on the invoice and will not count towards hours worked in determining overtime for the week. Staffing employees who work on a holiday shall be paid according to the holiday pay structure used by the Client for their own staff, not to be less than time and one-half if total hours, including holiday, calculates to over 40 hours.

8. BILLING, PAYMENT AND TIME SHEETS

Each employee's hourly rate shall have an additional markup for all straight time hours, and billing for all overtime hours, added to it. For this amount we agree to cover all items referred to in Number 3. We will send you an invoice each week for all hours worked by the employees during the previous week, plus charges for any other properly billable items as approved by City of Fairhope. Terms are net 20 days.

Since invoices are principally based upon the number of hours worked by the employees, we require each employee to submit a weekly record of hours worked during that week. This record is maintained on a time sheet, which is certified by the employee as being accurate. However, before the time sheet becomes valid for billing and payroll purposes **it must be signed by your representative**. When your representative signs an employee's time sheet it verifies that the employee has worked, for you, the hours listed on the time sheet. It also indicates that we are authorized to bill you for those hours and that you will pay for those hours when the billing is rendered. Please retain a copy of all timesheets from Long's for your verification records.

9. ACCOUNTING RECORDS

We shall maintain complete and accurate accounting records in accordance with the accepted standard accounting practices to substantiate all charges. Such records shall include payroll records, attendance records, and / or summaries, and we shall retain such records for a period of not less than three (3) years from the date of final invoice. You reserve the right to audit our records to ensure compliance with contract.

10. DIRECT HIRE / TRY AND HIRE POLICY

Our *Direct Hire* policy for employees that you wish to hire on a direct basis during the first thirty (30) days of employment there will be a fee for a percentage of the employee's annual salary.

Our ***Try and Hire*** program offers labor and/or clerical employees to you for a trial period. Once the employee has worked seven hundred and twenty hours (720) the employee can be released to your payroll at your request. Should you wish to offer employment to any Long's employee during their trial period, the time will be prorated based on the number of hours already worked.



JOBS. WELL DONE.

11. TERMINATION OF THIS AGREEMENT

Once this Agreement has been executed, you and we have agreed that either you or we can terminate it by giving thirty (30) days written notice of such termination to the other. Also, you and we have agreed that either you or we will have the option to terminate this Agreement immediately if the other materially breaches any of its provisions.

12. INSURANCE AND LIABILITY

During the term of this Agreement, we will maintain the following insurance coverage:

	TYPE	COVERAGE LIMITS
a.	Standard Workers' Compensation	Statutory
b.	Employee's Liability	\$100,000
c.	Comprehensive General Liability	
	Bodily Injury	\$1,000,000
	Property Damage	\$1,000,000
d.	Comprehensive Automobile Liability	
	Combined Single Limit	\$1,000,000
	Property Damage	Included
e.	Excess Umbrella Liability	\$4,000,000
f.	Blanket Fidelity Bond	\$ 500,000
g.	City of Fairhope named as additional insured in General Liability, with a waiver of subrogation for those claims or losses proximately caused by the fault or negligence of Long's.	

To the extent permitted by law and insurance coverage's Long's agrees to defend, indemnify, and hold City of Fairhope harmless of and from any and all claims or losses that City of Fairhope actually incurs (including reasonable attorney's fees) proximately caused by the fault, gross negligence, or recklessness of Long's, or Long's officers, employees, or authorized agents, or which arise from Long's breach of this Agreement. Any and all conflicts shall be resolved under Alabama law and by the state courts located in Baldwin County, Alabama.

Due to the mandatory Health Care Reform Bill, our multiplier could be subject to change depending on the results of the cost to implement this act.

As a condition precedent to indemnification hereunder, the parties each agree to inform the other within 7 business days of its receipt of any claim, demand, or notice for which indemnification hereunder may be sought, and to cooperate in the investigation and defense of any such claim, demand, or notice.

13. CONFIDENTIAL INFORMATION

We recognize that the employees who are assigned to your premises may have access to certain information which you consider to be proprietary and confidential. We will require each of the employees to treat this information as confidential and to agree not to disclose it to any third person.

Proprietary and/or confidential information does not include any of the following:



JOBS. WELL DONE.

- a. information which, at the time of disclosure, is generally available to the public;
- b. information which, after disclosure, becomes generally available to the public by publication or otherwise;
- c. information which was in the employee's possession prior to disclosure hereunder and which was not acquired directly or indirectly from you;
- d. information which we or the employees receive after the time of disclosure
- e. hereunder from a third party imposing no obligation of confidentiality and who did not
- f. acquire any such information directly or indirectly from you; and
- g. information as may be authorized by you to be disclosed.

14. RIGHT TO KNOW LAWS

You represent that those persons who we will send to work at your premises will not be exposed to any hazardous chemicals (as defined by the OSHA Hazard Communication Standard or any applicable state/local "right to know" law) under normal operating conditions or any foreseeable emergencies.

If this is not presently the case, or if this changes in the future, you agree to immediately give us written notification so that you and we may take any appropriate precautions required by the OSHA Hazard Communications Standard or any applicable state/local "right to know" law.

15. WAIVER

The failure of either you or us to enforce at any time, or from time to time, any provisions of this Agreement shall not be construed as a waiver thereof.

16. AMENDMENT

This Agreement may be amended only by a written agreement between you and us that expressly amends, terminates or supersedes this Agreement.

17. VALIDITY OF TERMS

If any term or provision of this Agreement shall be held void, illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions of this Agreement shall not be affected.



JOBS. WELL DONE.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between you and us and no other understanding which modifies the terms hereof shall be binding unless made in writing and signed by authorized representatives of both you and us.

Intending to be legally bound, this Agreement is executed by authorized representatives of both parties hereto.

City of Fairhope

By: _____

Its: _____

Date: _____

LONG'S PERSONNEL SERVICES, INC.

dba: Long's Human Resource Services

By: _____
Elizabeth D. Freeman, President

Date: _____



Client Safety Partnership

Dear Valued Customer:

As you are aware, the cost of worker's compensation insurance is ever on the increase throughout the country. There are many factors contributing to these high costs, some of which we cannot directly control, but others we can – such as unnecessary injuries and loss of time caused by carelessness or unsafe working conditions.

In an attempt to keep our rates as low as possible, provide you with the best service possible and provide a safe environment for our employees, we want to have a mutual understanding of safety and on-the-job injury procedures and practices. Therefore, in a combined effort we would like to work together with you on the following:

- Our employees will only work on jobs for which they have been assigned. Any variance will be reported to our office before the work begins.
- Our employees will be oriented/trained in all safety, hazardous communication and any operational instructions in the same manner as any other employee or as required by law.
- Our employees will be required to wear any mandatory safety equipment.
- We will be notified immediately in the event of any accident and/or injury to one of our employees.
- We will coordinate appropriate medical treatment (unless it is an emergency).
- You will notify us immediately in the event of any of our employees acting intoxicated or in a suspicious manner.
- You will allow a qualified representative of our company to obtain a report on any injury to insure proper disposition of possible claims.

These areas of agreement are intended to insure a safe and productive partnership and reduce liability to a minimum.

COMPANY NAME

LONG'S PERSONNEL SERVICES, INC.
DBA: LONG'S HUMAN RESOURCE SERVICES, INC.

By: Its Authorized Representative

By: Jud Freeman, Vice President

Date

Date

***Accepting employees on site will constitute agreement with this letter whether signed or not and is a condition of business.**

Revised 3/18



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: George Ladd

Date: 10/16/2024

Department: Public Works

Expenditure Threshold**	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001-\$10,000	Operational NON -Budgeted	Three	Treasurer/Mayor	N/A	N/A
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational NON -Budgeted	Three	Council	Required	Required
Gen Govt - \$5,001-\$30,000 Utilities - \$10,001 - \$30,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$30,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$30,000/\$100,000	Operational Budgeted	Bids	Council	Required	Required
Professional Service Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	Required	Required

*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.

****Expenditure Threshold is a combined total of labor and materials, including materials provided by the City. If the total amount is within \$10,000 of the listed threshold, Purchasing/Treasurer may require a formal bid due to potential materials cost increases.**

QUOTES

Vendor Name	Vendor Quote
1. <u>Long Human Resources Services</u>	\$ <u></u>
2. <u>Click or tap here to enter text.</u>	\$ <u></u>
3. <u>Click or tap here to enter text.</u>	\$ <u></u>

Check any applicable boxes: ☐ State Contract ☐ ALDOT ☐ Purchasing Group
☐ Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Help staff our entry-level positions
2. What is the total cost of the item or service? Based on number employees ran through their services
3. How many do you need? Click or tap here to enter text.
4. Item or Service Is: ☒ New ☐ Used ☐ Replacement ☒ Annual Request
5. Vendor Name (Lowest Quote): **Longs Human Resources Services**
6. Vendor Number: Click or tap here to enter text.

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? ☒ Yes ☐ No ☐ Emergency Request
2. If budgeted, what is the budgeted amount? Current Salaries for Streets, Horticulture and Sanitation
3. Budget code: 001350, 001360 and 005030 Salary Budgets

Email completed form with quotes and other supporting documentation to
Erin.Wolfe@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2024-768

FROM:	Paige Crawford, Director of Community Affairs and Development
SUBJECT:	Civic Center and Park Revisions to Ordinance No. 1575 and Resolution No. 3039-18
AGENDA DATE:	November 12, 2024

RECOMMENDED ACTION:

Discussion

BACKGROUND INFORMATION:

Ordinance No. 1575 and Resolution No. 3039-18

BUDGET IMPACT/FUNDING SOURCE:

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION: