

MINUTES

Montevallo City Council Work Session

August 10, 2020

5:30 p.m. at City Hall

Mayor Hollie Cost, Council Member Rusty Nix, Council Member Arthur Herbert, Council Member Tiffany Bunt and Council Member Jason Peterson were in attendance. Council Member Willie Goldsmith was absent.

Mayor Cost called the Work Session to order at 5:30 p.m.

The City Clerk explained the request to approve the change of Tier 2 employees covered under RSA to Tier 1. He noted the estimated annual expense to the city is a little more than \$14,000 per year. That amount covers the current Tier 1 employees. Tier 2 employees will have higher percentage deducted from their pay. However, they will receive much greater retirement benefits – same as existing Tier 1 - in exchange.

Office Todd Burr spoke on behalf of the Police Department. He said they support this proposed change.

In response to a question from Mayor Cost, Kirk Hamby, Director of Public Works, said this change would not affect most of his employees. However, those that it would support the change.

Lt. Harrelson said the main benefit to police officers is they can retire after 25 years of service, with no age limitation. Most officers are burnt out after that many years, and it would be better for everyone for them to be able to retire before 60.

Mayor Cost then discussed the request from the Falcon Flight program to use the Senior Center while the seniors are still prohibited from using the facility – except for the meal delivery program on Mondays. They would use it Tuesday – Friday for a 9-week period. They will keep it clean. She then presented the proposed MOA:

Memorandum of Agreement

Between the City of Montevallo and Shelby County Schools

Whereas, Montevallo’s Grady Parker Senior Center is temporarily closed due to the COVID-19 Pandemic; and

Whereas, the COVID-19 Pandemic has left the Shelby County School’s Falcon Flight Program temporarily without an adequate facility to operate their program;

NOW, THEREFORE, BE IT AGREED as follows:

- Only designated Shelby County Schools staff, City of Montevallo Park and Recreation staff and Falcon Flight students will be permitted to enter the building during program hours.
- Hours and days of permitted occupancy will be Tuesday - Friday, 7:00 a.m. - 4:00 p.m.
- Students and staff will thoroughly clean the building prior to exiting every Friday, wiping down all doors, handles, kitchen counters, tables and other surfaces as well as cleaning the restrooms and sweeping and mopping the floors.
- Students and staff are required to wear masks when in the building during program hours.
- Program staff and students will be permitted to use the computers, phones and other materials and equipment as needed. Students must be supervised per Shelby County Schools guidelines.
- Program staff are to report any damages to the property or any malfunctioning equipment to Shane Baugh, park director, as soon as possible.
- The Shelby County Schools shall list the City of Montevallo as an additional insured on their policy to cover and potential damage or liability related to the use of the Center.
- Shelby County Schools agree to pay for any damages caused by staff or students.
- The City of Montevallo agrees to provide restroom paper products and hand washing soap.
- The City of Montevallo will conduct building walk throughs each Monday and will discuss problems or questions with program staff as needed.
- This agreement shall remain in effect from August 10th - October 8th, 2020, with a renewal opportunity each 9 weeks thereafter, as long as the Montevallo Seniors are unable to utilize the facility as a result of the Pandemic.
- This agreement may be terminated by either party with a two-week written notice.

ACKNOWLEDGED and AGREED this ____ DAY of _____, 2020.

Hollie C. Cost, Mayor

City of Montevallo

Shelby County Schools

Carla Layton and other from the program joined via Zoom. She noted how beneficial this program is to these students. They've been able to learn a great deal of life-skills through their work at City Hall and in businesses throughout town. They thanked the council for considering this proposal.

Council Member Herbert said he thought the proposal was a good one, and the cost to the city would be minimal.

Shane Baugh, Director of Parks & Recreation, said he is glad they will be able to utilize the facility until the seniors are able to return.

Shane Kelly with Interstellar was on Zoom. He explained they produce a unique, ginger beer product. They would brew the beer on-site, and include a brew pub as part of their operations. He said they've been in business nearly 3 years.

He highlighted the following Letter of Intent:

CONFIDENTIAL

6/08/20

Interstellar Ginger Beer

260A Regency Park Dr. Alabaster, AL 35007

Potential move to Montevallo

Dear Montevallo City Council,

We are writing to provide a letter of intent from Bechamp Corporation, DBA Interstellar Ginger Beer and Exploration Company in respect to moving the brewery in Alabaster to the Victory Auto building in Montevallo that the City of Montevallo controls. We appreciate the time and energy you and your team have afforded us in discussing this opportunity and the information that has been provided thus far.

As we continue to spend time evaluating the Victory Building and a pending move to Montevallo, we believe that Interstellar would bring unique value and utility to the City of Montevallo, accelerating the development and growth of the City. We believe Interstellar could drive Montevallo's growth strategy, by hosting cultural events, being a meeting place for friends and families, and providing a highly sought after consumer good, i.e. local craft beer!

Transaction Overview and Structure

Based on our preliminary review of the information provided and subject to the conditions set forth below, Interstellar is pleased to submit this non-binding letter of intent (the "Proposal") for a lease with The City of Montevallo. We propose a 5 year initial lease term with 3, 5 year renewal periods. Compensation for the lease would be \$1300 a month (\$15,600/yr). We note that if Interstellar needs to take out a loan for improvements to the building, the lease would have to be adjusted so that Interstellar's total costs do not exceed \$1300 per month. After the first year, the lease would be the above base or 5% of gross sales, whichever is higher. The base rate would increase 10% every 5 years. We emphasize that Interstellar will need to keep costs down during this initial period as a move to a new city with a potentially different client base poses unknown challenges and potential financial strain. We also request that payments on the lease would not start until Interstellar is open for business at the new location.

Other financial incentives for the city is Interstellar would be subject to pay Montevallo's 5% sales tax. Interstellar averaged \$112,500 over its first two full years in operation at the tap room in Alabaster. We conservatively estimate sales would triple at the Victory location because of the increased space, walking traffic, and the increased exposure of being located on the main thoroughfare of the City. At \$337,500 gross, Interstellar would be paying \$16,875 per year in sales tax to the City of Montevallo.

Interstellar currently employs 7 bartenders and 1.5 production workers. We anticipate needing to hire an additional 14 bartenders/barbacks and doormen, most of whom will come from the local community and University. These tipped employees, typically younger, will

increase the local economy by purchasing food and other services from other local businesses. Furthermore, we hope to hire another full time production worker this year.

Illustrative Timeline

Given the importance of timing for Montevallo in respect to this potential move we have proposed a timeline as follows:

- June: Financial due diligence and valuation of the work and equipment needed to accomplish the move (on Interstellar's side). Continued communication with architect and City Treasurer to develop plans for the building. Meetings with Finance committee and Contractor.
- July 15th: Meeting with the City of Montevallo City Council
- July 15-30: Drafting of the Lease and final approval by the City Council
- August: Begin planning process with the County
- Onwards: Construction begins, Licensing, Interstellar moves in, Etc.

Non-Binding Commitment

This non-binding indication of interest is confidential and may not be disclosed other than to you, the City of Montevallo, its representatives, and its advisors on a strictly need-to-know basis. It is not intended, and shall not be deemed, to create any binding obligation on the part of Interstellar to engage in any transaction with Montevallo or to continue its consideration of any such transaction. Subject to the immediately following sentence, none of the parties shall be bound in any way in connection with this letter unless and until the parties execute a definitive agreement/lease, and then shall be bound only in accordance with the terms of such agreement. Notwithstanding anything to the contrary in this letter, the Exclusivity and Confidentiality Agreement, once executed by the parties thereto, shall constitute binding obligations of the parties thereto.

We are very excited about this potential opportunity and hope that you are equally interested in proceeding in a constructive and expeditious dialogue. We look forward to working with you to complete this Project.

Very truly yours,



Shane Kelly

Interstellar Ginger Beer

Council Member Herbert asked where the difference in the project financing cost versus the rent, sales tax, and old loan payments would come from.

The City Clerk said that could come from our State Capital Improvement Account.

Council Member Nix said the payback based on just the rent and taxes Interstellar would pay would be 72 years.

Montevallo City Council Meeting

August 10, 2020

6:00 p.m. at City Hall

Mayor Hollie Cost, Council Member Rusty Nix, Council Member Arthur Herbert, Council Member Tiffany Bunt and Council Member Jason Peterson were in attendance. Council Member Willie Goldsmith was absent.

Pledge of Allegiance

Mayor Cost opened the regular meeting at 6:00 p.m.

Approval and/or corrections of the minutes – 7/27/20

The City Clerk noted that his email to the Council containing the minutes was not received. Therefore, approval of the minutes would need to be delayed until the next meeting.

Recognitions / Awards: NONE

Opportunities for citizens to speak to the Council

Linda McCray addressed the Council and suggested that lighting and other improvements similar to those in downtown need to be extended beyond the bridge. She said we need to “bridge the gap.” In addition, she said we need to pay more attention to improvements in the Aldrich community. She mentioned the need to improve Dailey Park, and said we need public transportation throughout the city.

Patricia Gilmore addressed the Council regarding a problem in her yard which she said was the result of a drainpipe installed through her property by the city years ago.

Mayor Cost informed the Council Mr. Hamby has looked at this issue. We have talked to her about what it will take for us to fill that hole. That is the only thing we are able to address.

Mr. Hamby said we will simply fill that hole with stone. That hole has nothing to do with whatever other water problems she is experiencing.

Council Member Nix asked what kind of pipe it is.

Mr. Hamby said he does not know. If it was a drainpipe, he has been unable to locate the outlet.

Ms. Gilmore said the pipe was put in by Raymond Cardwell.

Mayor Cost told Ms. Gilbert she would talk to her more about this after the meeting.

Steve Gilbert, Director of the Montevallo Chamber of Commerce, commented that he thinks selling the cell tower is a bad idea. He also said, while he supports the idea of bringing a hotel to the city, he does not think the lot behind Victory is the best location.

Facebook Comments:



12:31



George Henry



Can i share a public comment question?

MON 7:20 PM

Yes, they just have to come through this channel now.

Can someone please restate exactly what they voted on that will cost two million dollars? And when will the specific numbers that Herman and Hollie stated be available for public review? There was a lot of talk that was hard to understand



Thank you

When did the council vote Or appoint Herman as election manager? All through 11-46-20 it states the mayor or chief executive officer. The clerk is default absentee.



That's it. Two questions. Thank you.



Please cite code section if it is believed to be city clerk.



Aa





City of Montevallo

Welcome to the Montevallo City Council Meeting. If you wish to address the council, please message us via Direct Message. No comments from this stream will be presented to the Council or entered into the minutes. Thank you for your understanding and for attending this meeting.

19h Like Reply



Elaine Stephens

Who is speaking?

19h Like Reply Message



Ji Ji Avery Davis

GREAT program!! Skipper and Tina are excellent!! We need this!

18h Like Reply Message



City of Montevallo

If you have any questions or comments for the council, please direct message us.

18h Like Reply



Jake Beaty

Hello, all Jake Beaty, 1490 Asheville Rd. It's my normal quarterly comment. I did miss the second yearly quarter because we were on a lock down and it simply wasn't needed. So, when we voted to spend the money and upgrade North Boundary, there was to be no parking on that road. This needs to be



Comment as City of Montevallo





Jake Beaty

Hello, all Jake Beaty, 1490 Asheville Rd. It's my normal quarterly comment. I did miss the second yearly quarter because we were on a lock down and it simply wasn't needed. So, when we voted to spend the money and upgrade North Boundary, there was to be no parking on that road. This needs to be enforced because two cars cannot pass on that road, safely, with parking on that road. There are plenty of spaces for the Tavern.

18h Like Reply See response



City of Montevallo

Can you please send this via direct message? Sorry for the trouble!

18h Like Reply



Reply as City of Montevallo



Sharer

George Henry

Did it get stated that the City is considering spending two million dollars even as the City cuts public safety budget=

18h Like Reply Message



Yvonne Sims Murray

👋 hi, all!

18h Like Reply Message



Sharer

George Henry



Comment as City of Montevallo





Sharer

George Henry

Is that Herman doing the talking?

17h Like Reply Message 1



City of Montevallo

yes

17h Like Reply



Reply as City of Montevallo



Sharer

George Henry

Hard to understand him. Was curious if it was the developer. Thanks.

17h Like Reply Message



Sharer

George Henry

Is he the developer? Rhetorical question. These deals should be scrutinized heavily. Hopefully this was discussed over multiple meetings.

17h Like Reply Message



Sharer

George Henry

Thank you rusty for asking questions.

17h Like Reply Message



Sharer

George Henry

200 is \$12 in tax?



Comment as City of Montevallo





Sharer

George Henry

Isn't the city giving property?

17h Like Reply Message



Sharer

George Henry

Incentives are ordinances. If the city is giving city taxes.

17h Like Reply Message



City of Montevallo

If you have any questions or comments for the council, please direct message us. Only messages received through direct message will be accepted and entered into the minutes. Thank you for understanding!

17h Like Reply



Maggie Jo Benson

The meeting adjourned at 7:41. Thank you for attending.

17h Like Reply Message



Committee Reports and Consideration of Bills:

Public Health & Safety (Police, Fire, Code Enforcement, Housing Abatement)–

Chief Littleton presented the following:



Montevallo Police Department City Council Report

Date:
08/10/2020

Patrol Report:

Total Calls:
675

Burglaries:
1

Zone Checks:
513

Total Cases:
68

Auto Burglaries:
0

School Patrols:
NA

Traffic Accidents:
9

Domestics:
12

Traffic Stops:
268

Assaults:
0

Traffic Citations:
95

Fraud/Forgery:
2

Total Arrests:
15

Thefts/Attempts:
0

Investigations (New Cases):

Felony Cases Pending:
0

Misdemeanor Cases Pending:
0

Felony Warrants:
0

Felony Cases Closed:
1

Misdemeanor Cases Closed:
0

Misdemeanor Warrants:
0

School Resource Report:

Offense Reports:
NA

Traffic Accident Reports:
NA

Cases Pending:
NA

Incident Reports:
NA

Arrest Reports:
NA

Cases Closed:
NA

Additional Comments:
New finger print machine has been installed
We will have two school resource officers this year in the schools
(David Holloway) and (Wayne Wilhite)
They will be working closely with Sarah Hogan and Impact Montevallo

Montevallo Police Department Stats

	January-20	February-20	March-20	April-20	May-20	June-20	July-20	August-20	September-20	October-20	November-20	December-20	Total
Total Reports	98	75	76	63	99	67	68						546
Criminal Cases	40	22	22	30	44	35	40						233
Non-Criminal	11	15	18	6	15	12	14						91
Traffic Accidents	13	15	9	8	12	12	9						78
Traffic Citations	150	140	68	16	101	67	95						637
DUI Arrests	3	9	2	2	3	5	1						25
Public Intox Arr	0	1	1	2	2	3	1						10
Alias Arrests	13	3	8	1	5	2	1						33
Juvenile Arrests	2	0	0	0	0	0	0						2
Misd Arrests	3	7	5	0	12	2	3						32
Felony Arrests	1	0	1	5	8	4	3						22
Drug Related	5	2	2	7	9	3	6						34
Total Arrest	25	23	19	17	39	19	15						157
Auto Thefts	0	0	1	2	1	0	0						4
Burglaries	1	3	2	0	2	1	1						11
Auto Recoveries	0	0	1	1	0	0	0						2
Auto Burglaries	4	1	0	0	0	1	0						6
Criminal Mischief	4	2	4	5	0	2	4						21
DV. Related	2	7	9	12	11	5	12						58
Assaults	8	4	4	3	3	2	9						33
Fraud/Forgery	0	2	1	1	0	1	2						7
Harass / Reck	4	0	6	2	8	4	4						28
Misc. Offenses	25	10	18	7	1	23	20						104
Robberies	0	1	0	0	0	0	0						1
Thefts / Attempts	8	12	4	4	4	2	0						36
Suicide Attempts	0	0	0	1	0	0	0						1
Suicides	0	0	0	0	0	0	0						0
Deaths	0	0	0	0	1	0	0						1

Karen Kiker
6:20 AM
8/20/2020

Activity Report
17 July to 7 August 2020

- ***Animal Complaints: 0***
- ***Overgrown Grass and Weeds: 2***
 1. Montevallo Villas
 2. 160 Hicks Street
- ***Trash and/or Debris: 0***
- ***Inoperable Vehicles: 0***
- ***Unsafe Structures: 1***
 1. Highway 203
- ***Closed Cases: 3***
 1. 160 Hicks Street - closed 7/27/20
This case was to be presented to the city council on 10 August 2020.
 2. Montevallo Villas - closed 7/30/20
 3. Highway 203 - closed 8/1/20
On hold until Pandemic is over.
- ***Reported this period: 3***
- ***Continued from last period: 1***
 1. 160 Hicks Street
- ***Miscellaneous: 1***
 - Answered questions from Mrs. Welcome.

Council Member Herbert asked the Chief when the car tag cameras will be installed. The Chief said it should be in a few weeks.

Fire Chief Brad Davis said that call volume for July was up a bit. Otherwise, it has been business as usual. He also mentioned that fire inspections have resumed.

Mayor Cost said she appreciates their efforts, and noted that fire inspections are very important.

Sustainability (Streets & Sanitation, Recycling, Arbor & Beautification, ValloCycle, Environmental Preservation Initiatives) –

Mr. Hamby said they have been very busy with routine items. They installed a crosswalk on Island Street behind Jacks leading to the Elementary School. They made improvements to the Bulldog Bridge Trail, and are painting other crosswalks. The bike rack location in the CVS parking lot will be painted soon.

Sustainability Director Olivia Barone thanked Mr. Hamby and his crews for their assistance. She said the crosswalk on Island Street is critical to protecting students as they walk to school. American Thrift Store picked up 4,000 lbs. of donated items in July, 11,000 lbs. to date. She also noted we are able to recycle the coroplast election signs, and encouraged candidates to bring them to the Recycling Center after the election if they don't intend to reuse them.

A representative from Alabama Power Company explained the proposal to replace our streetlights with LED fixtures. This will be at virtually no additional cost to the city.

Ms. Barone said she is working on a grant to replace the lighting at the library with LED fixtures. A 20% match is required, which should cost us around \$8,000.

In response to a question from Council Member Herbert, the APCO representative said the light color, quality and brightness will be better. Plus, all of the old fixtures will be replaced, not just the bulbs. These lights should last 15-20 years and reduce complaints about light outages. Also, if there is a problem., the light poles will all be numbered, making the problem easy to report and correct. He also said there is no maintenance cost associated with the lights. If one is damaged or goes out, it is replaced at no additional charge to the city. The project should be able to get started in 12-14 weeks, and take about a month after that to complete.

Recreation, Preservation and Community Development (Parks & Recreation, Golf Course, Youth Athletics, Trails, Planning & Zoning, Annexations,) –

Shane Baugh, Director of Parks & Recreation, informed the Council there will be no travel ball tournaments tis weekend. We're still planning to have football this fall. It will be determined by

what the High School does. We should know more after school starts. Not sure of the status of volleyball. It may be held-off until spring.

The parks are all very busy. Shoal Creek Park is attracting visitors from all over.

In response to a question from Council Member Nix, Mr. Baugh reported the trails are needing to be mowed a lot more often due to the rain. Otherwise, they are in very good shape.

Dwight Dellinger updated the Council on the golf course. The level of play is slightly behind this time last year, but the course is in very good condition.

Council Member Nix asked about cart availability. Mr. Dellinger said we are getting repairs on some of the carts. We have 24 out of the 36 carts currently available.

Council Member Nix reminded everyone there will be a Planning Commission meeting August 20th at 6:00 p.m. her at City Hall. He said they will be discussing the proposed development at Colonial Oaks, beyond the Crossroads.

Education, Arts & Outreach (Schools, UM, Boys & Girls Club, Library, American Village, Sister City Commission, Artwalk, IMPACT) –

Council Member Bunt said the schools are staring back with a modified schedule. She also noted the Arts Council has changed its name to the Montevallo Arts Collaborative.

Savannah Kitchens, Director of the Parnell Memorial Library, presented the following:

2020 Summer Reading Program Report

PARNELL MEMORIAL LIBRARY

TAKE HOME PROGRAMS

Kids' Craft Kits: 25
Teen Craft Kits: 10

TOTAL: 35

CIRCULATION

June: 2,805
July: 2,733

TOTAL: 5,538

PROGRAMS: 27 TOTAL

- 9 Virtual storytimes
- 1 virtual Census program
- 1 virtual Butterfly release
- 1 Harry Potter virtual escape room
- 9 Code Club virtual meetings
- 1 Journal of the Plague Year essay contest
- 1 StoryWalk grand opening
- 4 Summer Reading Programs (pre-K, Kids, Teens, and Adults)

PROGRAM ATTENDANCE:

659

5,538

Materials Circulated

32,032

minutes read

86

Registered Participants

IMPACT Director Sarah Hogan presented the following:



City Council Meeting August 10, 2020

- We have been working with MJCC as they have been hosting Virtual Youth Forums for our local candidates. One forum remains for our Mayoral candidates that will be held on Tuesday, August 11 at 6:00 pm via the City of Montevallo Facebook page. Please tune in. Also, as a reminder, all forums are available to view at any time on the City of Montevallo Facebook page as well.
- We successfully held our second Drive-In Movie on Friday night in celebration of Back to School. We are thankful to Wayne Davis Construction LLC for their sponsorship and recognizing the importance of providing our youth with positive activity choices. Citizens sent messages thanking us for hosting the event as they have not been able to enjoy family friendly events due to covid and this was one they could all enjoy. So, thank you again to Wayne Davis Construction. I'd also like to thank Kirk, Shane and Byron of our Public Works Department, Savannah from Parnell Memorial Library, Councilman Jason Peterson for securing equipment and assisting with set-up and the Park and Rec department for use of the facilities, Olivia Barone and Morgan Gray for assisting as parking and movie attendants and Montevallo Police Department for assisting with spotlights and safety during tear-down.
- Impact held a virtual coalition meeting last Tuesday. I appreciate the coalitions work to further our mission and identify action plans that will address specific concerns in our community. We are still gathering data from our Community Survey located on our Facebook page @ImpactMontevallo. We also prioritized our action items and will be forming short-term action teams. If you are interested in joining in and learning more, I'd be happy to talk with you. There is an opportunity for all of us to make an impact.
- I'd like to thank Chief Littleton and Lieutenant Harrelson for forming a strong partnership with Impact to provide Montevallo youth with the best prevention strategies and services. They joined me in a meeting last week with school administrators to introduce our School Resource Officers and build an open relationship for ongoing dialogue to ensure our students success and well-being. We will work collaboratively to provide prevention resources to our students, teachers, and parents. I greatly appreciate our school leaders in working with us and helping us to identify best strategies during these challenging times.
- Today, we held the annual Montevallo Junior City Council Retreat and new officers were elected. I am happy to introduce our new Junior Mayor, Ms. Olivia Gilbert. Olivia is here with us tonight and would like to provide you with a brief report.

Council Member Bunt congratulated Ms. Gilbert on her election as Junior Mayor.

Finance, Economic Development & Tourism (Finance, MDCD, IDB, Chamber, Historical Commission, Main Street) –

Mr. Gilbert said the survey they've been working on is complete and they should be able to share the results very soon. They are also working with the library, Junior City Council, and Team Lehman to produce a story-time videos, where someone in the community reads a story and we post it online. He noted, as well, that we had 225 shoppers at the Farmer's Market last week, and 200 today.

The Chamber is working on having its website translatable into Spanish. On the website, the Chamber's annual school scholarship application is posted. Local students planning to attend UM are eligible to apply.

Courtney Bennett thanked the fire department and revenue folks for helping to create the "Starting a Business in Montevillo Guide." She said there are 8 businesses planning to open soon in Montevillo.

Council Member Peterson reported on the MDCD meeting earlier that day. He said the Hwy 25 Crosswalk project is expected to start at the end of the month. It should take 3 months to complete. Paving in Arden should start this month, as well.

Council Member Peterson then made a motion to approve the payment of the bills. Council Member Nix seconded. ALL AYES . . . MOTION APPROVED.

Consent Agenda: NONE

New Business:

2020 Capital Improvement Plan – Hotel, Brew Pub, Storm Shelter, Sidewalks/Accessibility –



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Montevallo, AL 35115
205-665-2555
205-665-9203 Fax
www.cityofmontevallo.com

Hollie C. Cost, Ph.D. – Mayor
Herman Lehman – City Clerk
Jeremy Littleton – Chief of Police
Brad Davis – Fire Chief

Council Members

Tiffany Bunt
Willie Goldsmith
Arthur Herbert
Rusty Nix
Jason Peterson

August 10, 2020

Council:

Over the past eight years, we have accomplished quite a bit together. In particular, I would confidently state that we have completed more capital improvement projects than any council in recent history. As evidence of that, I have attached a spreadsheet outlining those projects as well as the status of others that are in progress or on the horizon. You will note that many of these projects were funded primarily through grants or gifts. We should be wholeheartedly proud of this record of service to our community. As a team, we have demonstrated our commitment to follow-through and responding to the needs and desires of the public.

In that spirit, although our remaining time together is short, I would ask that we continue to work as a team to finalize a few remaining and quite significant projects as our parting contribution to the city. It is important to note that these directly reflect recommendations from our recently adopted comprehensive plan. So, I ask that you consider an ambitious, impactful and quite feasible proposal to complete these remaining key projects: Dailey Park Upgrade, Victory (renovation and occupation), Storm Shelter installation and securing a contract to develop a Hotel. One significant project that remains is the Sidewalk Enhancement and Expansion. We will have the opportunity to move forward with that once an anticipated property sale is finalized.

Thank you for all that you continue to do to serve our city. I truly value our collective vision and collegiality.

Hollie C. Cost, Mayor
City of Montevallo

Victory through Accessibility

Project Summary

Victory Building

- Purchased with cash in 2019 for \$375,000; appraised value \$525,000
- LOI from brewery awaiting our approval. Brewery would occupy the entire top level
- Bottom level slated for use by ValloCycle and city storage
- Estimated expense: \$2,000,000 for full site development (includes storm shelter, paving, roof, windows, electrical)
- Estimated gain/benefit: Sales tax revenue and rent from tenants \$33,750 annually; reinvestment in historical asset



Storm Shelter (12x48; 114 occupancy)

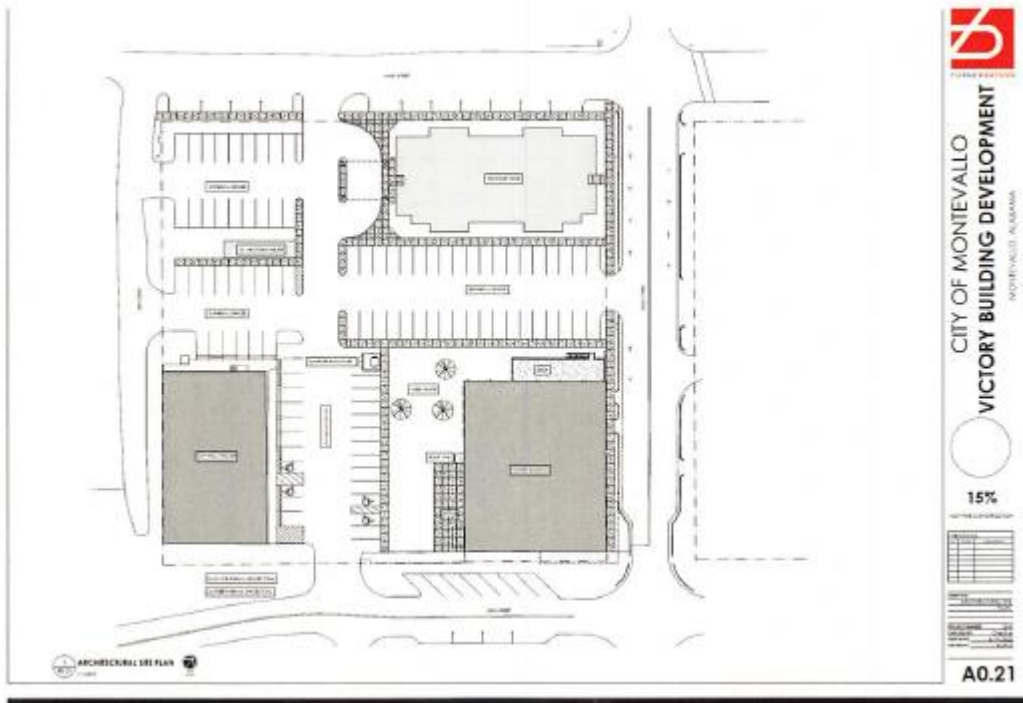
- Architectural drawing to place shelter on property behind City Hall.
- Estimated expense: \$200,000 – included in Victory Renovation above



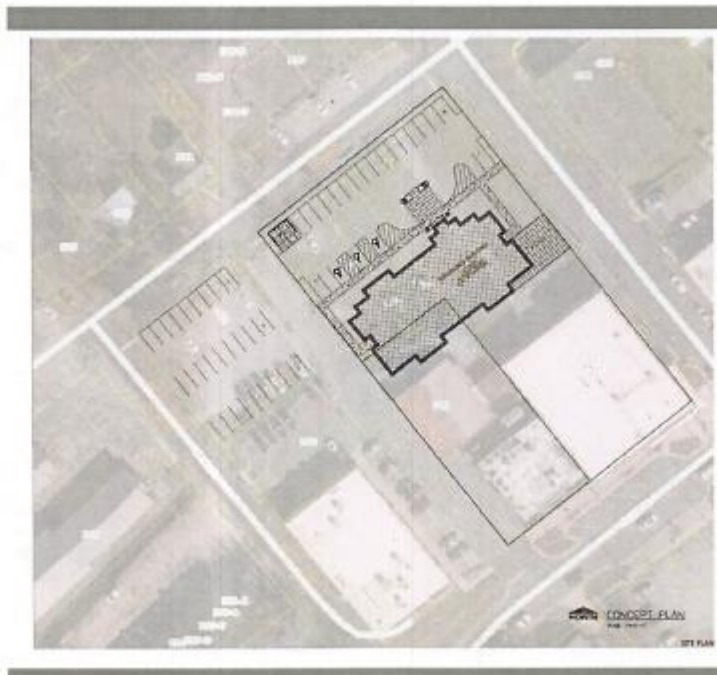
Hotel Development

- Completed 3 feasibility studies
- Identified appropriate site on city property
- Developed incentive package
- Secured interested developer
- Drafted unique site plan
- Estimated expense to the city: transfer of property ownership to the developer
- Estimated economic impact:
 - \$154,256 in sales tax annually (55 rooms @70% annual occupancy @\$222 per night spending);
 - Annual lodging tax
 - yr 4: \$48,000
 - yr 5: \$55,000
 - yr 6 + : \$83,000





Alternative Hotel Site Placement



Dailey Park Upgrade

- Developed full plans for restroom, ADA accessible playground equipment, walking track and parking places.
- Estimated expense: \$167,373
- Benefit: provides enhanced and fully accessible public recreation space in public housing neighborhood.



Funding Proposal

Total Project Expense:

Victory redevelopment including storm shelter	\$2,000,000
Dailey Park	\$ 167,373
Total	\$2,167,373

Estimated eventual annual economic benefit to the City:

Brewery rent and sales tax	\$ 33,750
Hotel lodging tax	\$ 83,000
Local sales tax benefit from hotel	\$154,256
Total	\$271,006 + unknown additional economic impact

Funding Structure

In order to move forward with this proposal, it is recommended that the city take the following actions:

- Sell the city tower for \$600,000
- Pay off fire truck loan @ \$447,000
- Reinvest these funds into the project:
 - Net gain from sale of tower= \$153,000
- Secure a loan of \$2,050,000 (annual payment \$142,670)
- Loan repayment plan:
 - Reinvest Fire Truck payment - \$93,470
 - Rent from brewery: \$15,600
 - Sales tax from brewery: \$16,875
 - Capital Improvement fund - \$16,725

Mayor Cost reminded the Council that the lower level of the building will still be used for city purposes.

The City Clerk discussed how the funding would work, paying off our existing loan at Central State Bank, and using the funds we currently use to pay that loan, along with the anticipated rent and sales tax from Interstellar, as well as an additional amount from our State Capital Improvement Fund to pay off the loan over a 20 year period.

Mayor Cost noted we would take this project in steps. We are asking for approval of the concept, with the first step being the sale of the tower property.

Council Member Nix questioned whether or not a 55 room hotel can generate the level of occupancy and income they've projected.

Mayor Cost said their projections are their own. They are in the hotel business and are confident with those projections. This is in line with multiple studies we've commissioned on a possible hotel development in Montevallo.

Council Member Herbert said he would appreciate seeing a copy of those studies.

Mayor Cost pointed out that we're not investing cash in the hotel itself. They will be investing their money in the project.

Council Member Nix recommended the Council consider the possibility of constructing several smaller storm shelters around town versus one large one on this site.

Council Member Herbert said he likes this proposal because it is in line with the goals of our Comp Plan.

Council Member Peterson noted this is in line with plans we've been working on for at least the past 6 years.

Council Member Bunt agreed, noting it offers the things we need for our city to continue to grow.

Council Member Peterson said that selling the tower at the \$600,000 price is a smart move. In 20 years, with small cell technology emerging as quickly as it is, the technology on this tower will most likely be obsolete.

As pointed out by the Mayor and City Clerk, the first step would be to sell the cell tower property and use a portion of that money to pay off our existing debt.

Council Member Herbert made a motion to approve the overall concept and accept the offer of \$600,000 for the tower, subject to the Council's approval of a final sales contract. Council Member Peterson seconded.

Council Member Nix pointed out this will let us move forward on the Capital Plan without actually committing to anything at this point. Everything will still need to be approved by the council in pieces.

Mayor Cost said that was correct. She said she would like it to get done over the coming five meetings they have left together. She then called for a vote. ALL AYES . . . MOTION APPROVED.

RSA - Converting Tier 2 Employees to Tier 1 –

Council Member Peterson said he concern was whether or not our Tier 2 employees were in favor of this. Based on what he heard that night, he said they clearly are. Therefore, he made a motion to approve the resolution. Council Member Bunt seconded. ALL AYES . . . MOTION APPROVED.

Resolution No. 08102020-400

RESOLUTION TO PROVIDE TIER I BENEFITS TO TIER II PLAN MEMBERS

WHEREAS, under the provisions of Act 2019-132, employers who participate in the Employees' Retirement System pursuant to *Ala. Code* § 36-27-6 may elect to provide Tier I retirement benefits to Tier II plan members, and

WHEREAS, the City of Montevallo participates in the Employees' Retirement System pursuant to *Ala. Code* § 36-27-6 and wishes to improve retirement benefits for its Tier II plan members;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MONTEVALLO,

that the City elects to provide Tier I retirement benefits to its Tier II plan members, subject to approval by the Employees' Retirement System Board of Control; that, if approved, such election shall be effective the following fiscal year and is irrevocable.

BE IT FURTHER RESOLVED that the City of Montevallo has reviewed the actuarial cost estimates provided by the Employees' Retirement System for such election and agrees to pay any resulting increases in the employer contribution rate.

BE IT FURTHER RESOLVED that beginning in the month that such election is effective, the City of Montevallo's Tier II plan members shall contribute 7.5% of their earnable compensation to the Employees' Retirement System and the City of Montevallo's Tier II plan members who are firefighters or law enforcement officers, as defined by *Ala. Code* § 36-27-59(a), shall contribute 8.5% of their earnable compensation to the Employees' Retirement System, as required by Act 2019-132.

BE IT FURTHER RESOLVED that the City of Montevallo has not increased the member contribution rates for its Tier I members as provided by Act 2011-676 and, as required by *Ala. Code* § 36-27-6.5, the City of Montevallo has submitted to the Employees' Retirement System a plan to increase such rates.

Signature of Authorizing Official _____

Name and Title: Hollie C. Cost, Mayor

Date _____

Attest: _____, Herman Lehman, City Clerk & Treasurer

Authorization to Purchase Football Helmets –

Mr. Baugh explained that the helmets we have now will require reconditioning in order to be used. That will be \$4,000. Next year, we will have to buy new helmets anyway because the ones we have now will be too old. Therefore, he recommends we go ahead and replace them now. Ultimately, this saves us \$4,000. He recommended the Council approve the low bidder.

Council Member Herbert said he looked at other equipment sellers, as well, and this price appears cheaper than other alternatives.

Mr. Baugh said the low bidder was even cheaper than the company we typically do business with.

Shane,
Please see below quote on your email and other feedback:

Turn around time is 2 weeks if helmets in stock, 3 weeks if helmets have to be manufactured.
Suggest you expect 3 weeks plus 2 days FedEx shipping from order submission to customer delivery.

XXL helmets are not offered in Youth sizes, so I added the 2 XXL to the XL for 10 helmets and no XXS.

82 Youth Helmets per your sizes below:
\$105.00 per helmet x 82 helmets =\$8,610.00
\$15.00 per helmet shipping x 82 helmets =\$1,575.00
Total Helmets:\$10,185.00

Fall Billing 9-1-2020 with payment in full due offered for your consideration.

2020 Schutt A11 Youth Molded Non Inflatable helmet, Royal Blue helmet with attached Carbon steel Faceguard ((Orange) and chin strap.

I will need to place order mid week (week of 3-16-2020) if possible. I am having knee replacement surgery on Monday 3-23-2020.

Thank you.
I look forward to hearing from you.
Please contact me with any questions.
Thanks
Randolph

Randolph Melichar
Southern Sports Equipment LLC
2109 Brook Highland Ridge
Birmingham, AL. 35242
Cell: 205-529-4422
Email: wrmelichar@att.net



PO Box 660176
 Dallas, Tx 75266-0176
 Phone: 800-527-7510 Fax: 800-899-0149
 Visit us at www.bsnsports.com

Contact Your Rep
Mike Sullivan Email: msullivan@bsnsports.com | Phone: 205-895-0839

Sold to
 2895663
Montevallo P&R
 455 Selma Road
 MONTEVALLO AL 35115
 USA

Ship To
 2895663
Montevallo P&R
 Shane Baugh
 455 Selma Road
 MONTEVALLO AL 35115
 USA

Payer
 2895663
Montevallo P&R
 455 Selma Road
 MONTEVALLO AL 35115
 USA

Quote	
Cart #:	107922-
Purchase Order #:	Montevallo helmets
Cart Name:	AutoSave Cart
Quote Date:	07/28/2020
Quote Valid-to:	08/14/2020
Payment Terms:	NT30
Ship Via:	
Ordered By:	Shane Baugh

Item Description	Qty	Unit Price	Total
Royal-Schutt Youth Veng A11 w/ROPO Mask Item # - 1457999 XSM SML MED LRG XLG 12 18 20 16 10	76 EA	\$ 118.99	\$ 9,043.24
Royal Blue Vengeance A11 Item # - NSPHG0045980	6 EA	\$ 118.99	\$ 713.94

Subtotal:	\$9,757.18
Other:	\$0.00
Freight:	\$400.00
Sales Tax:	\$975.75
Order Total:	\$11,132.93
Payment/Credit Applied:	\$0.00
Order Total:	\$11,132.93

Council Member Nix made a motion to accept the low bid from Southern Sports Equipment LLC. Council Member Herbert seconded. ALL AYES . . . MOTION APPROVED.

Request from Falcon Flight Program to use the Senior Center while it is closed due to COVID-19

Council Member Peterson suggested we conform adequate internet in the building. Mayor Cost said she will do that.

Council Member Herbert made a motion to approve the Memorandum of Agreement. Council Member Peterson seconded. ALL AYES . . . MOTION APPROVED.

Alabama Power Contract for Lighting Services –

Council Member Nix made a motion to approve the agreement. Council Member Herbert seconded. ALL AYES . . . MOTION APPROVED.



Master Contract for Lighting Services - Illumination (Governmental)

TERMS and CONDITIONS

- 1. Lighting Services Agreement.** This Master Contract for Lighting Services – Illumination (Governmental) (“Agreement”) entered into as of the date of the last signature below (the “Effective Date”) establishes the agreed terms and conditions upon which Alabama Power Company (“APC”) will upgrade the existing streetlights currently serving the City of Montevallo (“Customer”) (the “Montevallo Streetlight Service Upgrade”) commencing no later than one hundred and twenty (120) days following the Effective Date of this Agreement. This Agreement shall apply to the “Selected Components” described in the attached Components Exhibit and any additional Components Exhibit(s) executed after the Effective Date of this Agreement. All capitalized terms defined in this Agreement are incorporated in and made a part of the Components Exhibit and any additional executed Components Exhibit(s) and all capitalized terms not otherwise defined in this Agreement have the meanings ascribed to them in the Components Exhibit attached hereto.

Under this Agreement, APC: (i) will provide lighting service (“Lighting Service”) and where APC deems necessary, related electric service (“Electric Service”) (“Lighting Service” and “Electric Service” shall be collectively referred to as “Service”) to Customer for the Selected Components referenced in the Components Exhibit and any additional Components exhibit(s) executed for use for the streetlight areas identified jointly by APC and the Customer under the Montevallo Streetlight Service Upgrade (the “Premises”); (ii) may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the “APC Assets”) as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service; and (iii) conduct all other APC Activity (defined below).

- 2. Intent and Title.** This Agreement concerns the provision of Service to Customer by APC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind. APC retains the sole and exclusive right, title and interest in and to all of the APC Assets utilized in connection with the Service. Moreover, APC may remove the APC Assets upon termination of this Agreement. Customer acknowledges that the APC Assets, even if attached to Customer’s real property, always will remain the exclusive personal property of APC and that APC may remove the APC Assets when this Agreement ends. For the avoidance of doubt, Customer’s poles (such as Customer’s traffic signal poles) are designated as real property as pertaining to this Agreement. Customer authorizes APC, without further consent or action, to file any UCC financing statement or security agreement relating to the APC Assets and agrees that APC may record those documents. APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. Customer enters into this Agreement in sole reliance upon Customer’s own advisors and not on any statements or representations (written or oral) of APC or any of its representatives and agents.

- 3. Term.** The initial term for the Agreement shall be for thirty six (36) months, calculated from the date of the first monthly bill (the “Initial Term”). After the Initial Term, this Agreement automatically renews on a month-to-month basis (the “Renewal Term(s)”) and collectively with the Initial Term, the “Term”) until terminated by either party by providing written notice of intent to terminate to the other party at least thirty (30) days before the desired termination date.

The Monthly Service Cost for the Montevallo Streetlight Service Upgrade set forth in the attached Components Exhibit and any additional Components Exhibit(s) executed after the Effective Date of this Agreement for the Montevallo Streetlight Service Upgrade shall be valid through the Initial Term of the Agreement as noted above. After the Initial Term, APC reserves the right to revise the Monthly Service Cost in the event APC incurs an increase in the cost of ownership or maintenance. APC will provide notice to Customer in accordance with Section 16 prior to any such revision.

- 4. Regulated Cost.** During the Term of this Agreement, the actual Regulated Cost will be calculated using the tariffs approved by Alabama Public Service Commission (the “Commission”) at the time of billing, Alabama state law and the rules, regulations and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this Agreement as provided by law. Copies of current rules, regulations and applicable rate schedules will be provided by APC upon Customer’s request and are available for viewing on APC’s website <http://www.alabamapower.com>.
- 5. Payment.** APC will invoice Customer for the Service per the terms stated in the Components Exhibit and this Agreement and APC’s right to revise the Monthly Service Cost pursuant to Section 3. Customer agrees to pay the monthly amount billed before Customer’s next bill is issued by APC. If a balance is outstanding by the next bill date, Customer agrees to pay the greater of 1.5% of the unpaid balance or \$2.00 and acknowledges that APC may require Customer to pay a deposit of up to two times the monthly bill in order to continue service.
- 6. Premises Activity.** Customer grants APC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of Service, including the right to: (i) access the Premises with vehicles, the APC Assets and other tools or equipment in order to install and connect the APC Assets and provide Service; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Service; (iii) inspect, maintain, test, replace, repair, and remove APC Assets; (iv) provide electric energy in relation to the Service where APC deems necessary; and (v) conduct any other activities reasonably related to the provision of Service, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (v) collectively, the “APC Activity”). Customer represents that it has the right to permit APC to provide the Service and perform the APC Activity upon the Premises and, where applicable, has obtained the express authority and any required permissions from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity and Service.
- 7. Installation.** Customer recognizes that APC may be required to install the APC Assets in order to provide this service. Customer represents that: (i) the Premises’ final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, Premises property lines will be clearly marked before Installation.
 - A. Customer Work.** If APC, upon Customer’s request, allows Customer to itself or through a third party perform any part of the activities related to the installation of APC Assets at the premises (including trenching), Customer warrants that the work will meet APC’s installation specifications (which APC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer’s non-compliance with APC’s specifications or lack of timely (i.e., 10 days) notice to APC that APC Activity related to the installation and connection of APC Assets can commence will allow Customer to perform any part of the Installation (including trenching) subject to the following: (1) Customer provides request to APC; (2) Customer warrants that Customer’s work will meet APC’s specifications and timing; and (3) Customer acknowledges it is responsible for all reasonable additional costs arising from Customer’s non-compliance with APC’s specifications or delay.
 - B. Underground Facility/Obstruction Not Subject to Dig Law.** Because APC Activity may require excavation not subject to the Alabama’s Underground Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) (“Dig Law”), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If APC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before APC commences Installation, Customer is responsible for all damages and any resulting delay.
 - C. Unforeseen Condition.** The estimated charges shown on Components Exhibit include no allowance for any subsurface rock, wetland, underground

stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not properly marked or identified ("Unforeseen Condition"). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. Customer is responsible for all costs of APC Asset modification or change requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.

8. **Verification of Components Installed.** Each party will appoint representative(s) (the "Representative") to verify the completion of the Installation. The parties will jointly perform the verification by counting the installed Components (the "Component Count"). The Component Count will be compiled by each parties' Representative(s) based on a mutually agreed upon method. The Component Count will be conducted within thirty (30) days of completion of each of the designated streetlight areas containing at least fifteen (15) upgraded streetlights (the "Grid Area").
The parties will appoint additional Representatives as necessary to complete the Component Count. Following agreement by both parties that the Component Count is correct, APC will send electronic notification to the Customer as of the date of the Component Count. APC will update billing following such verification. In the event the Component Count is not completed within thirty (30) days of completion of a Grid Area, billing will be updated based on APC's installation completion count until such time as verification can be completed. Any discrepancies will be mutually resolved and billing will be adjusted accordingly.
9. **APC Asset Protection and Damage.** After Installation and throughout the Term, in the event of any work or digging near the APC Asset, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to Alabama 811; and (ii) provide notices to other utilities or operators as required by the Dig Law. As between Customer and APC, Customer is responsible for all damages arising from failure to comply with applicable law or for damage to the APC Assets caused by anyone other than APC (or an APC contractor or representative).
10. **Interruption of Service.** Customer understands Service is provided on an "as is" and "as available" basis and may be interrupted. Customer is responsible for notifying APC if there is a Service interruption. Customer can provide such notice by calling 1-888-430-5787 to report the issue or by reporting the issue online at (<http://www.alabamapower.com>).
11. **Disclaimer: Damages.** APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Service or any APC Activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or APC Asset, the Service may not follow IESNA guidelines. "IESNA" shall mean Illuminating Engineering Society of North America. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Service, the APC Activity or this Agreement, or arising from damage, hindrance, or delay involving the Service, the APC Activity or this Agreement, whether or not reasonable, foreseeable, contemplated, or (avoidable). Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises.
12. **Vandalism.** During the Term, Customer will be responsible for the cost of repairing or replacing any APC Assets damaged or destroyed due to vandalism or willful abuse.
13. **Liability.** To the fullest extent allowed by law, Customer agrees to indemnify, release, hold harmless, and, at APC's request, defend APC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from or against any loss, damage, cost, expense, or liability (including actual attorneys' fees reasonably incurred and all expenses of investigation and defense) for any damage or claim for personal or bodily injury (including death), property damage (including loss of use), monetary damage, or equitable relief caused by or arising out of any misrepresentation or act or omission of Customer involving this Agreement, the APC Assets, the APC Activity or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
14. **Default.** Customer is in default if Customer does not pay the entire amount owed within forty-five (45) days of billing. APC's waiver of any past default will not waive any other default. If default occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees) and all amounts due for the Service during the remaining Term, remove the APC Assets from the Premises, and seek any other legal or equitable remedy.
15. **Immigration Law Compliance.** (a) APC represents and warrants that it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Bacon-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act"). (b) APC represents and warrants that it will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that APC is enrolled in the E-Verify program. During the performance of this Agreement, APC shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations. (c) APC agrees to comply with all applicable provisions of the Act with respect to its subcontractors by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work for APC on the project in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. APC represents and warrants that APC shall not hire, retain or contract with any subcontractor to work on the project in Alabama which APC knows is not in compliance with the Act. (d) By signing the agreement, the contracting parties affirm, for the duration of the 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 the agreement and shall be responsible for all damages resulting therefrom.
15. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and APC Activity and replaces any prior agreement, written or oral. Subject to applicable law, APC may modify the terms of this Agreement (including the Monthly Service Cost) by providing thirty (30) days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations. Any such assignment without APC's prior written consent will be void and of no effect. In this Agreement, "including" means "including, but not limited to." Alabama law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

IN WITNESS WHEREOF, APC and Customer have caused this Master Agreement to be executed by their authorized representatives.

City of Montevallo

Alabama Power Company

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

COMPONENTS EXHIBIT

Alabama Power Company ("APC") and the City of Montevallo ("Customer") agree that the Master Contract for Lighting Services – Illumination (Governmental) ("Agreement") dated as of the Effective Date (as defined in the Agreement) shall apply to each of the selected LED fixture type identified below. This Components Exhibit to the Agreement is entered into as of the date of the last signature below.

APC Owned LED Fixtures

Selected Components Information				
	Component Description	Monthly Service Cost (see Note 1)	Estimated Regulated Cost (see Note 2)	Total Monthly Cost
1	LED Cobra Head - 3,700-4,700 Initial Lumens	\$6.69	\$0.78	\$7.47
2	LED Cobra Head - 5,200-7,200 Initial Lumens	\$9.43	\$1.18	\$10.61
3	LED Cobra Head - 8,500-11,000 Initial Lumens	\$12.58	\$1.88	\$14.46
4	LED Cobra Head - 14,000-19,000 Initial Lumens	\$17.30	\$2.75	\$20.02
5	LED Cobra Head - 27,000-34,000 Initial Lumens	\$21.95	\$5.60	\$27.55
6	LED Decorative (Colonial) - 4,001 - 5,500 Initial Lumens	\$6.47	\$1.00	\$7.47
7	LED Decorative (Colonial) - 5,501 - 7,500 Initial Lumens	\$12.93	\$1.63	\$14.56
8	LED Decorative (Acorn) - 4,001 - 5,500 Initial Lumens	\$19.12	\$0.89	\$20.01
9	LED Decorative (Acorn) - 7,800 - 9,400 Initial Lumens	\$21.75	\$1.52	\$23.27

Note 1: The Monthly Service Cost shall be valid through the Initial Term of the Agreement and shall be applicable to the Montevallo Streetlight Service Upgrade and any additional new streetlight fixtures identified jointly as part of the Montevallo Streetlight Service Upgrade, including streetlight fixtures installed on Customer owned poles through the Initial Term of the Agreement as noted in Section 3. For Components installed on Customer owned poles, APC is only responsible for maintaining the APC Assets. Customer is responsible for all poles, wire and necessary equipment serving the fixture.

Note 2: The Estimated Regulated Cost is subject to change at any time if a comparable Selected Component with a different wattage meeting the lumens range is selected.

IN WITNESS WHEREOF, APC and Customer have caused this Components Exhibit to be executed by their authorized representatives.

City of Montevallo

Alabama Power Company

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

Amendment of Budget as follows:

- Increase 10. 4151.41020 General Sales Tax from \$2,340,000 to \$2,496,000
- Increase 10.4310.80010 Streets & Roads Salaries from \$252,599 to \$340,000
- Increase 10.4310.80015 Streets & Roads Payroll Tax from \$19,700 to \$23,800

Council Member Peterson made a motion to amend the budget as follows:

- Increase 10. 4151.41020 General Sales Tax from \$2,340,000 to \$2,496,000
- Increase 10.4310.80010 Streets & Roads Salaries from \$252,599 to \$340,000
- Increase 10.4310.80015 Streets & Roads Payroll Tax from \$19,700 to \$23,800

Council Member Bunt seconded. ALL AYES . . . MOTION APPROVED.

Old Business:

Ammersee Lakes Paving Request – Tom Bagley - The City Clerk explained that the bids are in the works. No action necessary.

Dailey Park Update – Discussed earlier.

Board Appointments:

Mayor Cost recommended Stacia Brady to serve on the BZA. This will be added to the next agenda.

Other Business:

Poll Officials:

The City Clerk noted we are still having trouble finding people to work the polling place on Election Day due to fears pf COVID-19. The following is everyone we have a this point. We will continue to work on finding more people.

Orr Park Building (Districts 1, 2, 3, 4 & 5)

- | | |
|---|------------|
| 1. Jacqueline Chappell, Chief Election Official | District 2 |
| 2. Kathlyn Lathion,, | District 2 |
| 3. Bobbie Ross, | District 2 |
| 4. Callie Mae Worthey, | District 2 |
| 5. Lillie Pierson, | District 4 |

- | | |
|----------------------|------------|
| 6. Brandelyn Nelson, | District 4 |
| 7. Michelle Pawlik, | District 1 |
| 8. OPEN | |
| 9. OPEN | |
| 10. OPEN | |
| 11. OPEN | |
| 12. OPEN | |
| 13. OPEN | |

Absentee – City Clerk

Council Member Herbert made a motion to appoint the poll officials. Council Member Peterson second. ALL AYES . . . MOTION APPROVED.

Resolution No. 08102020-600

Resolution Appointing Election Officials

WHEREAS, a regular municipal election has been called to be held on the 25th day of August, 2020, and a runoff election to be held, if necessary, on the 6th day of October, 2020; and

WHEREAS, Section 11-46-27 of the Alabama Code of 1975, as amended, provides, in part, that the municipal governing body, not less than 15 days before the holding of any municipal election, appoint from the qualified electors of the municipality, officers to hold the election as follows: where paper ballots are used, one returning officer for each ward and three inspectors and two clerks for each box at each voting place; and

WHEREAS, given the ongoing COVID-19 Pandemic, securing officials to work the polls has become difficult, we are staffing the polling place with qualified officials as best we can;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Montevallo, Alabama, that the election officers for said election shall be as follows:

Orr Park Building (Districts 1, 2, 3, 4 & 5)

- | | |
|--|------------|
| 14. Jacqueline Chappell, Chief Election Official | District 2 |
| 15. Kathlyn Lathion,, | District 2 |
| 16. Bobbie Ross, | District 2 |
| 17. Callie Mae Worthey, | District 2 |

- 18. Lillie Pierson,
- 19. Brandelyn Nelson,
- 20. Michelle Pawlik,
- 21. OPEN
- 22. OPEN
- 23. OPEN
- 24. OPEN
- 25. OPEN
- 26. OPEN

- District 4
- District 4
- District 1

Absentee – City Clerk

BE IT FURTHER RESOLVED that as compensation for their service, the Chief Election Official shall receive \$200, and all other officials, with the exception of the Absentee Official, shall receive \$100 for working on Election Day, and \$25 for attending poll official training either in person or on-line.

ADPOTED AND APPROVED THIS THE 10th DAY OF AUGUST, 2020.

Mayor

ATTEST:

Clerk

Library LED Project Grant -

Council Member Nix made a motion to authorize the submission of the library LED project grant, with the city agreeing to pay a 20% match up to \$8,000. Council Member Herbert seconded. ALL AYES . . . MOTION APPROVED.

Citizen Participation:

Kenneth Dukes noted the Comp Plan recommends we develop small parks throughout our community. He asked if we had any plans yet to move forward with those.

Mayor Cost noted several small parks we've developed, as well as Mahan Park which is in the works.

Bobby Pierson thanked the Council again for paving Oak Street and asked them not to forget about his curb. He also said the nicely paved road is now being used as a speedway.

Mayor Cost said we are investigating traffic calming measures for other streets. This may be something which could be applied to Oak Street, as well.

He also mentioned parking along the Promenade next to the Tavern. He said it is hazardous and needs to be reconsidered.

Facebook Comments – Posted earlier.

There being no further business before the Council, Council Member Nix made a motion to adjourn. Council Member Peterson seconded. ALL AYES . . . MEETING ADJOURNED at 7:40 p.m.

Submitted by:

Herman Lehman
City Clerk