

MINUTES

**Montevallo City Council Work Session
June 22, 2020
5:30 p.m. at City Hall**

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

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

Mayor Cost noted that in response to the ongoing COVID-19 Pandemic, the meeting was being broadcast on Facebook Live and that both she and Council Member Goldsmith were participating via Zoom.

Police Chief Jeremy Littleton presented his report:



**Montevallo Police Department
City Council Report**

Date:
06/22/2020

Patrol Report:

| | | |
|--------------------------|-----------------------|-----------------------|
| Total Calls: NA | Burglaries: 0 | Zone Checks: NA |
| Total Cases: 26 | Auto Burglaries: 0 | School Patrols: NA |
| Traffic Accidents: 2 | Domestics: 3 | |
| Traffic Stops: 0 | Assaults: 1 | |
| Traffic Citations: 25 | Fraud/Forgery: 0 | |
| Total Arrests: 9 | Thefts/Attempts: 1 | |

Investigations (New Cases):

| | | |
|-----------------------------|----------------------------------|-----------------------------|
| Felony Cases Pending: NA | Misdemeanor Cases Pending: NA | Felony Warrants: NA |
| Felony Cases Closed: NA | Misdemeanor Cases Closed: NA | Misdemeanor Warrants: NA |

School Resource Report:

| | | |
|-------------------------|---------------------------------|----------------------|
| Offense Reports: NA | Traffic Accident Reports: NA | Cases Pending: NA |
| Incident Reports: NA | Arrest Reports: NA | Cases Closed: NA |

Additional Comments:
Flock Traffic Safety Cameras
Virtual Academy Solution Agreement

Montevaillo 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 | 26 | | | | | | | 437 |
| Criminal Cases | 40 | 22 | 22 | 30 | 44 | 14 | | | | | | | 172 |
| Non-Criminal | 11 | 15 | 18 | 6 | 15 | 7 | | | | | | | 71 |
| Traffic Accidents | 13 | 15 | 9 | 8 | 12 | 2 | | | | | | | 111 |
| Traffic Citations | 150 | 140 | 68 | 16 | 101 | 25 | | | | | | | 500 |
| DUI Arrests | 3 | 9 | 2 | 2 | 3 | 2 | | | | | | | 21 |
| Public Intox Arr | 0 | 1 | 1 | 2 | 2 | 0 | | | | | | | 6 |
| Alias Arrests | 13 | 3 | 8 | 1 | 5 | 2 | | | | | | | 31 |
| Juvenile Arrests | 2 | 0 | 0 | 0 | 0 | 0 | | | | | | | 2 |
| Misc Arrests | 3 | 7 | 5 | 0 | 12 | 1 | | | | | | | 28 |
| Felony Arrests | 1 | 0 | 1 | 5 | 8 | 2 | | | | | | | 17 |
| Drug Related | 5 | 2 | 2 | 7 | 9 | 2 | | | | | | | 27 |
| Total Arrest | 25 | 23 | 19 | 17 | 39 | 9 | | | | | | | 123 |
| Auto Thefts | 0 | 0 | 1 | 2 | 1 | 0 | | | | | | | 4 |
| Burglaries | 1 | 3 | 2 | 0 | 2 | 0 | | | | | | | 8 |
| Auto Recoveries | 0 | 0 | 1 | 1 | 0 | 0 | | | | | | | 2 |
| Auto Burglaries | 4 | 1 | 0 | 0 | 0 | 0 | | | | | | | 5 |
| Criminal Mischief | 4 | 2 | 4 | 5 | 0 | 1 | | | | | | | 16 |
| DV. Related | 2 | 7 | 9 | 12 | 11 | 3 | | | | | | | 44 |
| Assaults | 8 | 4 | 4 | 3 | 3 | 1 | | | | | | | 23 |
| Fraud/Forgery | 0 | 2 | 1 | 1 | 0 | 0 | | | | | | | 4 |
| Harass / Reck | 4 | 0 | 6 | 2 | 8 | 1 | | | | | | | 21 |
| Misc. Offenses | 25 | 10 | 18 | 7 | 1 | 10 | | | | | | | 61 |
| Robberies | 0 | 1 | 0 | 0 | 0 | 0 | | | | | | | 1 |
| Thefts / Attempts | 8 | 12 | 4 | 4 | 4 | 1 | | | | | | | 33 |
| Suicide Attempts | 0 | 0 | 0 | 1 | 0 | 0 | | | | | | | 1 |
| Suicides | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | 0 |
| Deaths | 0 | 0 | 0 | 0 | 1 | 0 | | | | | | | 1 |

Karen Kiker
8:14 AM
6/17/2020

Thursday - 18 June 2020 - pg 2 of 2

Log

Report for Council 5 June to 18 June 2020

New Cases Added:

- Overgrown = 0
- Unsafe Structures = 0
- Trash & Debris = 0
- Animal Complaints = 0

Previous Cases

- Overgrown = 5
Closed = 2
 1. 265 Melton St - Grass cut - Closed
 2. 160 Hicks St - Letter sent
 3. 175 Gardner St - Letter sent
 4. 271 Shoal Creek Cir - Letter sent
 5. 215 Hicks Street = Closed - grass cut
- Unsafe Structures = 1
 1. 271 Shoal Creek Cir - 2nd notice sent
- Trash & Debris = 1
Closed = 1
 1. 245 Doster St = Closed
- Animal Complaints = 0

Council Member Nix thanked Kirk Hamby, Director of Public Works, and our Code Enforcement Officer Mike Wilder for their efforts to get the grass cut on Shoal Creek Circle.

Chief Littleton presented a proposal to help improve training for our officers:

TMS Access & Unlimited Courses

Training:

All training courses available at time of Implementation. (Currently over 250 hours)

- New training courses released during invoice period
- Course Builder for internal training
- Track External & Internal Training

General Orders: (Policy Management)

- Resource to all department staff
- Tracks and allows for "testing out"
- Offer consistent, clear instruction to your officers

Communication:

- Secure Internal Messaging
- Resources for Document Management
- Instant Announcements
- Integrated Departmental Calendar
- Automated Email and Text Alerts
- Profile Directory

Records Management

- Automatic grading of assessments

Montevallo Police Department

Lt. David Harrelson

541 Main St

Montevallo, AL 35115

| DESCRIPTION | QUANTITY | RATE | PRICE(\$) |
|---|----------|-------|--------------------|
| Virtual Academy Full T.M.S. and Unlimited Courses | 23 | 45.00 | 1,035.00 |
| TOTAL: | | | \$ 1,035.00 |

TMS Access & Unlimited Courses

Training:

All training courses available at time of Implementation. (Currently over 250 hours)

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- Track External & Internal Training

General Orders: (Policy Management)

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Communication:

- Secure Internal Messaging
- Resources for Document Management
- Instant Announcements
- Integrated Departmental Calendar
- Automated Email and Text Alerts
- Profile Directory

Records Management

- Automatic grading of assessments

- System-generated certificates

Cloud-hosted and secure system hosted with Amazon Web Services

- 24/7 Technical support to each user.
- Guided implementation and setup
- Training & orientation

Quoted price includes all the above services. Virtual Academy does not charge maintenance fees or upfront startup costs.

He pointed out the cost is just \$1,035 per year. This program requires them to be tested on the material as they progress through the video. The Chief asked the Council to consider this item under Other Business.

Council Member Peterson said he thinks this is a good value and a good idea.

Fire Chief Brad Davis reported that so far in June his department responded to 76 calls; 1 fire, 46 EMS, 23 public assists, and 5 false alarms. At the food drive Thursday, they gave out 10,000 lbs. of produce and 500 gallons of milk.

Mr. Hamby reported that it has been business as usual in his department. They had 3 mowers breakdown last week. Two are still being repaired. He said he has special deal on a top of the line Husqvarna 256X Mower for \$9,374.96. He has quotes from other dealers, as well. Some are below this amount, but the mower is nowhere near the same quality. He recommended the Council accept this quote. The money for this is budgeted in the Regions Capital Reserve.

Council Member Peterson asked him to provide copies of the other quotes for the Minutes. Mr. Hamby provided the following: Same exact mower from L&S \$10,000. Scag mower with only 27 hp engine \$9,500 from Terry's Small Engines in Maplesville

Montevallo's Sustainability Coordinator, Olivia Barone, presented the following report:

Council Report 6/22/2020:

1. We got a lot of feedback about the recycling center hours not being full-time worker friendly. We are doing extended summer hours from Monday 8am-6pm. We started June 15th and will continue until August 24th as a trial period.
2. We have completed the 500lbs of plastic film challenge.
 - a. Ordering the bench and deciding on a location
 - b. Start collecting ONLY at City Hall
 - i. Too much contamination at Recycling Center and Lucky's
3. Weatherization Grant
 - a. Reminder: Gov. Kay Ivey has awarded grants totaling \$3.2 million to assist low-income, elderly, and disabled Alabama residents with weatherizing their homes to lower energy costs. Specifically, \$291,917 was allocated to Central Alabama Regional Planning and Development Commissions for residents within Shelby and a few other neighboring counties.
 - b. There are hard copy applications at the Farmers Market (Monday 3-6pm and available at Parnell Library with curbside pickup
 - i. I have had a few inquiries on Facebook, but please continue to spread the word about this program.
4. We have received the ADEM Recycling Fund Grant!
 - a. Reminder: we applied for this back in February for equipment upgrades at the center and education material – very exciting!

Director of Parks and Recreation, Shane Baugh, reported that football is moving forward as planned, unless Montevallo High School cancels. They are required to follow all of the state guidelines and regulations.

The Big Race was held at Shoal Creek Park. They had 40 racers. It turned out very well. Very good crowd, and they organizers cleaned up everything afterward.

Our first travel ball tournament was this past weekend. They seemed to be following the rules well. They brought a lot of people to town.

Council Member Nix Echoed what Mr. Baugh said about the events. Everything went very well.

Mr. Baugh said our fields are booked until November, or for as long as we are able to keep them open.

In response to a question from Council Member Nix, Mr. Baugh explained the fields are booked every Saturday and Sunday. There will likely be days during the week booked, as well, for another league's teams.

Council Member Nix said he spoke to Dee Woodham, Chair of the MDCD. We are still looking at improvements at Dailey Park. We want to add a restroom and make the park fully ADA compliant. The MDCD has \$25,000 set aside for the project.

Council Member Nix said he played the golf course recently and it is looking very good – just a little dry. The crowd out there was a good size.

Council Member Nix also noted there are two items on the Agenda tonight referred to the Council from the Planning Commission.

Council Member Bunt noted that all our school are busy trying to figure out what opening in the Fall will look like. American Village cancelled its Fourth of July Celebration due to COVID-19.

Sarah Hogan, or IMPACT Coordinator, presented the following report:

Impact is currently hosting a community survey on our Facebook page. We need everyone's input to get a realistic view of youth substance use and perceptions of use in our community. This information is vital to forming specific prevention strategies for Montevallo.

Impact is happy to partner with the Montevallo Junior City Council, the Parnell Memorial Library and the Montevallo Chamber of Commerce to host our first drive-in movie on Friday, June 26. The movie selection was made in honor of the class of 2020.

I would also like to thank Jiji Davis and the Montevallo Fire Department for allowing Impact to hand out informational flyers to citizens at the community food distributions held at the elementary school.

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

- We had 84 people participate in Summer Reading Program last week, and we're very happy to see that Montevallo is getting involved in reading even while staying responsibly socially distanced.
- We have passed out 547 masks so far, about 87 last week. As always, this is done with only donated materials from our community, and we are deeply grateful for everyone that has contributed so far. As cases continue to rise in Alabama, I want to encourage Montevallo to Mask Up and contact us at the library to get a free mask!
- We are looking forward to launching our first circulating HotSpot collection soon – hopefully this week, depending on how quickly they're added through the Shelby County Library system. These HotSpots will provide mobile Wifi, and can be checked out by anyone with a Shelby County Library card in good standing. We're

hoping that these will help us in our fight to bridge the digital divide here in Montevallo. We have plans to expand this collection in the Fall with grant funding; for now, we have purchased 5 HotSpots.

- We're having our Grand Opening of the library StoryWalk on Friday, July 10 from 9 – 11 *outdoors* in the Library Enrichment Garden. This free event is designed to be enjoyed while families practice responsible social distancing outdoors. Families are invited to walk from post to post, reading the story, and then enjoy outdoor game stations, popsicles, an open-air "Library Book Booth," and free masks station. The StoryWalk was funded by the Parnell Memorial Library Foundation, and installed by the Public Works department, and we are very grateful for all the hard work that both groups have done to accomplish this project. This is the first permanent StoryWalk installation in Alabama, and we're very proud that it's in Montevallo!

Council Member Bunt thanked Savannah and her staff for all of the creative efforts to keep the library engaged with our residents, as well as their efforts to produce facemasks for our local businesses and others.

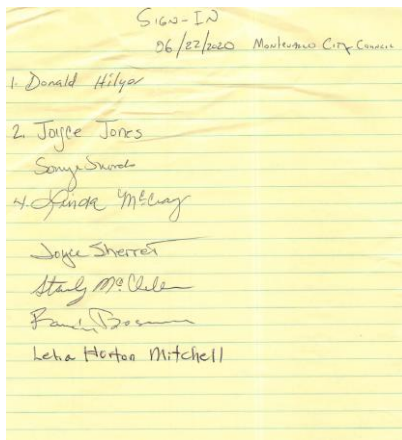
Mayor Cost mentioned that our library staff is working hard to serve our community. She also noted that several people and groups donated fabric and our library staff sewed facemasks for the public. She emphasized how wonderful this was of them.

Montevallo City Council Meeting
June 22, 2020
6:00 p.m. at City Hall

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

Pledge of Allegiance

PUBLIC HEARING:



Mayor Cost opened the Pubic Hearings at 6:01 p.m.

Case No. SP20-005 Automotive Restoration –

Kristine Goddard with Shelby County Development Services reviewed the case and recommendation of the Planning Commission as follows:

REPORT TO THE CITY OF MONTEVALLO PLANNING & ZONING BOARD Department of Development Services May 21, 2020 Case No. SP20-005 Automotive Restoration Site Development Plan

This is a request from Stanley McClellan, property owner, for the approval of a site development plan for an automotive restoration business. The subject property is identified as Lot 4 of the Montevallo Commons Commercial Subdivision and is located south of Hwy 25 across from Industrial Park Road. The 0.66 acre subject property is zoned B-2, and situated in Section 2, Township 24 North, Range 12 East; Parcel Identification No. 58-36-1-02-0-0011-078.004. **DISCUSSION** The subject property is located in the Montevallo Commons Commercial Subdivision, on the south side of State Route 25. Montevallo Commons Parkway is located approximately 500 feet west of Industrial Park Road. Montevallo Commons is a commercial subdivision development, recorded in 2008 in Map Book 39, Page 142 (shown below) and was designed as a private commercial subdivision with private septic systems on each lot and a common detention pond for Stormwater. The subject property is zoned B-2, General Business District according to the Zoning Ordinance of the City of Montevallo and is not located in any overlay districts.

Proposed Site Development The subject property contains 0.66 acres and is identified as Lot 4 in the Montevallo Commons Commercial Subdivision. The applicant proposes to construct a 2,130 square foot service garage for the restoration of vehicles. The applicant has described his restoration business as a hobby. Access Montevallo Commons accesses Hwy 25 via Montevallo Commons Parkway (a private drive). The proposed development on Lot 4 identifies two ingress/egress locations along Montevallo Commons Parkway. Parking

A total of eight parking spaces are provided. A minimum of one ADA parking space is required. The provided parking spaces are flush to the front pedestrian area of the building. This flush area is located in front of service bays for vehicles to pull into the building for service. Vehicle Repair Service Stations require a parking ratio of one space per employee plus one space per every three bays. The spaces provided meet the minimum number of spaces required for the proposed use. Landscaping Article 23.03.C. of the Montevally Zoning Ordinance identifies that lots with less than 10 spaces do not require off-street parking landscaping. Frontage landscape buffers have been provided along Hwy 25 and Montevally Commons Parkway. Additional landscaping has been shown along the parking area perimeter and additional trees have been distributed in a natural pattern through the remainder of the site. The Arbor and Beautification Board has reviewed the landscape plan and have found it meets the intent of the landscape regulations of Article 23. A bond must be posted for landscape materials and installation prior to construction.

Utilities Montevally Water Works and Sewer Board has completed a review of the plan set dated 4/24/2020. The review was completed in regards to potable water and sanitary sewer only. At the time of this report the following items are still outstanding. 1. Sheet 3 a. Show proposed water service and connection to existing water main. b. Water Services shall be cross-linked polyethylene ("PEX") pipe meeting the requirements of AWWA C904 per Montevally Water and Sewer Board Standard Potable Water Specifications. c. Water services that cross roadways must be encased in a PVC casing as outlined and detailed in the Montevally Water and Sewer Board Standard Potable Water Specifications. d. Water meter must be installed inside public right-of-way or inside ingress, egress, and utilities easements. Water meters will not be set in meter boxes on private property. e. A representative of the Board must be present when service tap is made. f. A Benchmark shall be located and shown on each sheet per g. Use all current Standard Details of the Montevally Water and Sewer Board Standard Potable Water Specifications. Prior to City Council review and consideration these items must be corrected; however the modifications identified do not alter the layout or design of the submitted project and the Planning and Zoning Commission could include the items as a conditional recommendation to be completed administratively and reviewed prior to City Council action. Storm Water The City Engineer has reviewed the drawings and finds the drawings to be in substantial compliance with the Zoning Ordinance. Prior to final certification of the site development plan the following items must be corrected on the plan set. 1. Please include the survey control/benchmark coordinates and elevation(s) on sheets 2 & 3 as previously requested. 2. Provide erosion control sand bags in the concrete gutter was of the proposed site. 3. Correct minor typographical & legibility issues as indicated in the attached plan mark-ups Summary The proposed development is in substantial compliance with the Zoning Ordinance of the City of Montevally. Several items must be addressed and corrected prior to final consideration of the City Council. The remaining items do not alter the design of the project as it has been presented to the Planning and Zoning Commission and should be corrected prior to consideration by the City Council. A recommendation to the City Council should be subject to: ☐ The applicant submitting a revised site plan that addresses all remaining corrections to be reviewed administratively prior to consideration by the City Council; ☐ The applicant completing all required bonding and submitting a final site plan for certification prior to the issuance of building permits; ☐ Compliance with the

regulations, policies and guidelines of the City of Montevallo; ☐ Approval by the Montevallo City Council.

The Planning Commission recommends approval.

Mayor Cost opened the floor for public comment. No one participated. The Mayor then closed the first hearing at 6:02 p.m.

Case No. E19-013 Hitt RV Storage –

Kristine Goddard with Shelby County Development Services reviewed the case and recommendation of the Planning Commission as follows:

REPORT TO THE CITY OF MONTEVALLO PLANNING & ZONING BOARD Department of Development Services May 21, 2020 Case No. E19-013 Hitt RV Storage Enforcement Action

The purpose of this Enforcement Action is concerning long term on-site storage and residential use of a Recreational Vehicle in an R-2, Single Family Zoning District. The presence and residential use of the Recreational Vehicle in an R-2, Single Family Zoning District constitutes an unresolved violation of the Zoning Ordinance of the City of Montevallo that warrants a Planning Commission referral to the City Council for further action. The subject property is located at 521 Shelby Street and situated in Section 28, Township 22 South, Range 03 West; Parcel Identification No. 58-27-8-28-2-001-028.000.

DISCUSSION The subject property, owned by Ms. Beverly Hitt, is located at 521 Shelby Street. A singlefamily residence is located on the property. On July 23, 2019, staff observed a recreational vehicle (RV) being stored in the driveway of the subject property. The property is zoned R-2, Single Family District and is therefore subject to the Zoning Ordinance of the City of Montevallo. Article 5, Section 5.13, of the Zoning Ordinance of the City of Montevallo details the regulations for the storage of RVs: Section 5.13. Parking or Storage of Major Recreational Vehicles. Major recreational vehicle including but not limited to house boats, travel trailers, pickup campers, motorized dwellings, tent trailers, and other similar vehicles shall not be stored or parked on any lot in a residential district except in an enclosed building or carport, or on the lot in such a manner that no portion of the recreational vehicle extends beyond the front building line of the principal dwelling or encroaches the required distance from side and rear property lines. In the case of corner lots, the recreational vehicle must be stored or placed either behind the principal dwelling or on the side away from the street. No recreational vehicle shall be parked on a vacant lot or on a lot with an unoccupied principal dwelling. No such equipment shall be used for living, sleeping, or housekeeping purposes when parked or stored on a residential lot or in any location not approved for such use. Notwithstanding this requirement, temporary parking of recreational vehicles may be permitted for a period not to exceed three (3) days

Shelby County Development Services procedures for the enforcement of zoning violations are intended to work with the property owner towards a cooperative but timely remedy

for the zoning violation. After an initial site visit and confirmation of a possible zoning violation on the property, a letter is sent to the property owner of the violation. The property owner is instructed to contact Development Services within 15 days of the date on the letter to resolve the zoning violation. If no contact is made, staff again makes a site visit and sends a second letter notifying the property owner. Staff will follow this process and send out a minimum of three letters before referral to the Planning and Zoning Board.

Enforcement Action 5/21/20 When contact is made with the property owner staff will coordinate with him/her to resolve the zoning violation and establish a timeline for compliance. In the event no contact has been made with Development Services to resolve the issue or the property owner has not made substantial progress in remedying the issue by the time the third notice of violation has been sent, staff will then refer the case to the Planning and Zoning Board for further action. Due to the mobile nature of RVs, additional time and site visits are often necessary to verify the reported violation.

The following information will serve as a case history. 2019 July 23, 2019 – Initial Visit Development Services was notified of a possible zoning violation located at 521 Shelby Street. A site visit on July 23, 2019 confirmed that the presence of an RV in the driveway at 521 Shelby Street.

August 12, 2019 – Zoning Violation Letter Sent Development Services sent notification of a possible zoning violation to the property owner. The property owner was listed as Beverly Hitt, 521 Shelby Street, per tax records. August 27, 2019 – Second Site Visit Development Services staff returned to the site and observed the continued presence of the RV at 521 Shelby Street. This date marked 15 days since the notice of violation had been sent. The property owner had not contacted Development Services about the issue at this time.

Enforcement Action 5/21/20 September 20, 2019 – Third Site Visit Development Services staff returned to the site and observed the continued presence of the RV at 521 Shelby Street. The property owner had not contacted Development Services about the issue at this time.

September 27, 2019 – Second Violation Letter Sent Development Services sent a second notification of a possible zoning violation to the property owner. This date marked 46 days since the first notice of violation had been sent. The property owner was listed as Beverly Hitt, 521 Shelby Street, per tax records. November 18, 2019 – Third Violation Letter Sent The property owner had not contacted Development Services about the issue at this time. This date marked 52 days since the second notice of violation had been sent. A third notice of violation letter was sent on November 18, 2019. 2020 January 6, 2020 – Fourth Site Visit Development Services staff returned to the site and observed the continued presence of the RV at 521 Shelby Street. Due to the Holidays, this date marked 42 days since the third notice of violation letter had been sent. The property owner had not contacted Development Services about the issue at this time.

January 10, 2020 – Contact Made with Lisa Hitt Ms. Lisa Hitt contacted Development Services regarding the letters that her mother, Beverly Hitt, had received. Ms. Hitt explained that she was living with her mother to help care for her. Ms. Lisa Hitt used the RV occasionally to seek privacy from her mother. Ms. Lisa Hitt indicated that she intended to move the RV off the property by March. Staff informed Ms. Lisa Hitt that they would continue to monitor the situation and send out a final notice of the violation. January 29, 2020 – Final Notice of Violation Letter Sent Development Services sent a final notification of a possible zoning violation to the property owner. The property owner was listed as Beverly Hitt, 521 Shelby Street, per tax records. March 4, 2020 – Fifth Site Visit Following the conversation with Ms. Hitt in January, staff again visited the subject property on March 4, 2020. Ms. Hitt had indicated that the RV would be removed by this time. A site visit indicated the continued presence of the RV at 521 Shelby Street.

March 10, 2020 – Notice of Planning & Zoning Hearing Development Services sent a notification of referral of the zoning violation to the Planning and Zoning Board to the property owner. April 1, 2020 – Sixth Site Visit Development Services staff returned to the site and observed the continued presence of the RV at 521 Shelby Street.

April 9, 2020 – Postponement of hearing due to COVID-19 Ms. Hitt was informed that the public hearing regarding the zoning violation was postponed due to the ongoing COVID-19 situation. May 6, 2020 – Seventh Site Visit Development Services staff returned to the site and observed the continued presence of the RV at 521 Shelby Street. The same day, Development Services sent a notification of referral of a possible zoning violation to the Planning and Zoning Board to the property owner.

Summary:

Over the course of several months, Development Services has tried to find ways to remedy the zoning violations that exist at 521 Shelby Street to avoid the need to pursue legal action. This enforcement case has been active since the first enforcement letter was sent in August of 2019.

Ms. Hitt has been notified in writing four (4) times that recreational vehicles in the R-2, Single Family District, must be stored in an enclosed building or carport and not encroach on any setbacks. Staff acknowledges that Ms. Lisa Hitt did contact Development Services in an attempt to remedy the situation. Ms. Lisa Hitt informed staff in January of this year that the RV would be removed by March. By March 4th, 2020, the RV was still present on the property and not enclosed in any structure or within a carport.

Therefore, the Montevallo Planning and Zoning Board may recommend Case Number E19-013 Hitt RV Storage to the City Council for referral to the City Attorney for legal action to be taken to enforce the zoning ordinance.

Ms. Goddard noted the RV is still there. Therefore, as recommended by the Planning Commission, she recommended the Council move forward with efforts to enforce the ordinance.

Mayor Cost opened the floor for public comment. No one participated. The Mayor then closed the first hearing at 6:05 p.m.

Meeting Call to Order

Mayor Cost opened the regular meeting at 6:05 p.m.

Approval and/or corrections of the minutes – 6/8/20

Council Member Peterson made a motion to approve the Minutes as presented. Council Member Herbert seconded. ALL AYES . . . MOTION APPROVED.

Recognitions / Awards: NONE

Opportunities for citizens to speak to the Council:

Mr. Hilliard requested speed bumps or something to help reduce speeding along Hicks Street. He said there are lots of children who play on that street.

Mayor Cost said she would ask Mr. Hamby to look into the situation, along with Chief Littleton.

Mrs. Leila Mitchell addressed the Council to announce her candidacy for City Council, District 2.

Mayor Cost said she is excited to see all the people coming forwards and offering to service our community as elected officials.

Allison Welcome asked the city to trim the trees along Hwy 73. She also noted a problem with litter along that road.

Mayor Cost said she would ask Mr. Hamby to follow-up wither on that.

Comments from Facebook –

Great FA
project.

41m Like Reply Message



Linda Arnall
Hello, friends of Montevallo!

1h Like Reply Message 5



Leanne Robinson Chamblee
Some grocery store employees don't though.

12m Like Reply Message



Sharer
George Henry
Notice no penalty.
Or ability to enforce.

27m Like Reply Message



Sharer
George Henry
Doesn't the mcdc get 1% of city sales tax?

38m Like Reply Message 1



Frank Ashley Barrientes
Who is going to enforce this?

25m Like Reply Message



Susan Worrell Holsombeck
What about when eating at a restaurant ?

28m Like Reply Message 1

Scroll down to view more comments...



Comment as City of Montevallo



Comments



Susan Worrell Holsombeck
Where do we get a copy of the resolution?

3m Like Reply Message



Adrian Candelaria
Face seatbelt! Stay safe wear masks! Be responsible

2m Like Reply Message 2



Sharer
George Henry
Great TAP project.

41m Like Reply Message



Linda Arnall
Hello, friends of Montevallo!

1h Like Reply Message 5



Leanne Robinson Chamblee
Some grocery store employees don't though.

12m Like Reply Message



Sharer
George Henry
Notice no penalty.
Or ability to enforce.

27m Like Reply Message



Sharer
George Henry



Comment as City of Montevallo





Sharer

George Henry

Thanks for helping remotely though

1h Like Reply Message



Sharer

George Henry

Does a business already have ability to require a mask?

26m Like Reply Message



Leanne Robinson Chamblee

I love you Jessica with or without a mask

19m Like Reply Message



Adrian Candelaria

CP stop touching the mask 😂

12m Like Reply Message



Jake Beaty

Can someone tell me what the public hearing about car restoration was about? I got signed on at **6:01** and that was over.

1h Like Reply Message



Charlene Cummings

I signed on late as well. I hope they post full video later so we can see what we missed.

1h Like Reply Message



Reply as City of Montevallo



Comment as City of Montevallo



Comments



Sharer

George Henry

What prevents people from wearing masks?
Or for businesses to require?

23m Like Reply Message



Sharer

George Henry

Not enforceable Bc it's not an ordinance.

25m Like Reply Message



Top Fan

Patricia Wyatt Honeycutt

Lelia Mitchell will make a wonderful council
member if elected

1h Like Reply Message



Leanne Robinson Chamblee

I don't have a problem with wearing one. I
know some that do.

23m Like Reply Message



Elaine Stephens

Thank you for this resolution.

21m Like Reply Message



Kelly Bice

I just joined is it mandatory for mask if you
are out

5m Like Reply Message



Sharer

George Henry



Comment as City of Montevallo



Comments



Top Fan

Melinda Bracknell Nix
Will the mask resolution be enforced on UM campus?

11m Like Reply Message



Sharer

George Henry
Only the four present count to vote? Or be considered for quorum?

1h Like Reply Message



Christi King

It's very subjective in terminology.

21m Like Reply Message 1



Leanne Robinson Chamblee

Yes, I have been through there and they always have masks on/

12m Like Reply Message 1



Sharer

George Henry
What is the purpose of this project? Didn't quite understand.

55m Like Reply Message



Jessica Pounders Henry

If it includes schools, were teachers included in the discussion?

30m Like Reply Message



Sharer



Comment as City of Montevallo



Comments



Sharer

George Henry

Linda Arnall another rush. Not loving. At best condescending. Only reason it's not an ordinance is because she didn't have unanimous vote to suspend rules bc Rusty nix rightfully refused and it's an enforcement issue per PD. 🏆

12m Like Reply Message



Linda Arnall

George Henry Some are wearing masks while doing business, but were not aware of this resolution.

10m Like Reply Message



Linda Arnall

Melinda Bracknell Nix I believe you have your answer, ma'am.

5m Like Reply Message



Reply as City of Montevallo



Sharer

George Henry

I also want to know how long it's in place. At what point will it be removed? Specifically.

5m Like Reply Message



Top Fan

Melinda Bracknell Nix



Comment as City of Montevallo



Comments



Top Fan

Melinda Bracknell Nix

Have our local businesses been informed or been included in discussions on this subject?

20m Like Reply Message



Sharer

George Henry

No way. Not even all of council was involved in crafting this. You'd think business owners could do it already.

18m Like Reply Message



Linda Arnall

Melinda Bracknell Nix I have spoken with a couple of businesses today, and they had no idea. I believe most people were not aware of it until after 5:00 pm, when I discovered this was coming before the council. They opined that many people would prefer to stay home and order online than "Shop Montevallo", unfortunately.

14m Like Reply Message



Sharer

George Henry

Linda Arnall another rush. Not loving. At best condescending. Only reason it's not an ordinance is because she didn't have unanimous vote to suspend rules bc Rusty nix rightfully refused and it's an enforcement issue not PD



Comment as City of Montevallo



Comments



Jessica Pounders Henry
What about flu season? Will it be required to wear during flu season?

1m Like Reply Message



George Henry
Thanks Maggie. Please amend with the second one I submitted.

9m Like Reply Message



Reagan Edge
Jean Lucas, you're right. It scares me when I'm driving and someone is walking on that bridge.

37m Like Reply Message



Rick Allen
Traffic tag cameras to increase revenue. Been rejected by most cities that tried them.

10m Like Reply Message 1



Melinda Bracknell Nix
Have our local businesses been informed or been included in discussions on this subject?

20m Like Reply Message 2

[View 2 previous replies...](#)



Sharer



Comment as City of Montevallo



Comments



Lance Byrd
People working outside in the heat have risks wearing a mask and breathing their own air.

6m Like Reply Message 2



George Henry
Question. There is no enforcement tk this "requirement", how does the council and mayor envision enforcing this? Specifically. Thank yoh.

18m Like Reply Message 1



Laurie Middaugh
Thank you for the electronics recycling!

1h Like Reply Message 3



George Henry
What non sense. At least seat belts are based on science. Condescending mayoral comments. Sad 😞

1m Like Reply Message



Leanne Robinson Chamblee
I mean some employees aren't even wearing masks while at work.

13m Like Reply Message



Jessica Pounders Henry
What about flu season? Will it be required to wear during flu season?



Comment as City of Montevallo





Linda Arnall

This speed bump request is something it sounds as if is important to the protect the children and residents of your area; we have tried to get one in my area for a number of years. I hope you are able to get yours!

1h Like Reply Message



Sharer

George Henry

Since it's a resolution how is this going to be enforced? Specific methodology. How long is this in place? Certain threshold? Thanks!

10m Like Reply Message



Jean Lucas

will anyone be walking on the bridge from Hwy 25 to town. Crossing the bridge is dangerous also

38m Like Reply Message



Sharer

George Henry

Thx y'all for putting the resolution on screen! Very nice of you.

24m Like Reply Message



Jessica Pounders Henry

It's important to know that there is disagreement among healthcare professionals.

22m Like Reply Message



Comment as City of Montevallo



Comments



Bailey Joy

I would like an update on the sign previously discussed in Aldrich that was damaged when the tree growing through it was being attempted to be removed.

15m Like Reply Message



Jessica Pounders Henry

So "a person doesn't love their fellow human" if a person decides not to wear one?? Wow Mayor!!

20m Like Reply Message



Sharer

George Henry

Yeah. That's loving.
Maybe it's just certain people believe it's personal responsibility not Govt mandates.

19m Like Reply Message



Reply as City of Montevallo



Jessica Pounders Henry

I'm assuming this includes the schools? Yes? Is there an end date or a date to revisit this?

32m Like Reply Message



Linda Arnall

Jessica Pounders Henry Interesting dichotomy in this "requirement" or



Comment as City of Montevallo



Comments



Sharer

George Henry

It would be awesome to see the resolutions and ordinances being presented to be voted on. Just like that pdf. Very exciting to know we have the ability.

39m Like Reply Message



Sharer

George Henry

This is exactly what we could have included for all resolutions ordinances etc. great job on technology y'all! Well done.

41m Like Reply Message



Morgan Gray

Woohoo - go IMPACT! Two tickets left!

1h Like Reply Message



Jake Beaty

Okay. The agenda had a mention of automotive restoration, so I wasn't sure. Thanks.

1h Like Reply Message



Linda Arnall

I appreciate the information regarding candidacy for city office-very helpful.

59m Like Reply Message



Bailey Joy

I would like an update on the sign previously discussed in Aldrich that was



Comment as City of Montevallo



Committee Reports and Consideration of Bills:

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

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

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

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

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

Steve Gilbert, Director of the Montevallo Chamber of Commerce, reminded everyone that the Farmer’s Market is open every Monday from 3-6 p.m. He also said they plan to resume ribbon cuttings in July. He also encouraged everyone to pick up a copy of the recent Chamber Chatter. He said there are a lot of candidate ads in it. Also, he said he’s been working with Ms. Barone and to start an electronics recycling day the last Friday of each month, instead of just once a year.

Montevallo Main Street Director, Courtney Bennett, presented the following report:

Report to City Council

June 22, 2020



New Businesses Opened:

- **Elite & Co. Salon + Brick & Valley Boutique**, 1215 Valley Street (June)
- **B&M Marketplace**, 1259 Valley Street (April); moving soon to a nearby location

Businesses Opening Soon in the Main Street District:

- **Navarro's Fresh Mart**, (Former TTT Gas Station), date TBA
- **Pit 119 BBQ**, 629 Main Street, date TBA
- **CozBee Wireless**, 746 Main Street, date TBA
- **The Soul Spot Wings**, 728 Main Street, date TBA
- **Slice Pizza & Brew**, 1105 Ashville Road, date TBA
- **Cozumel**, 1032 Main Street, date TBA

Properties for sale/rent within the Main Street District:

- **Sale:**
 - Office building (951 Island St.) – listed by Nathan Stamps, 205-665-0095
 - Lot on Island Street for sale or build to suit—listed by Bob Nesbitt, 205-939-8219
- **Rent:**
 - Former Southern Vape (707 Main Street) – call 334-819-9768
 - 742 Main Street – call Urmish Patel, 205-982-9171

Other Business:

- **Lucky Penny Boutique** has announced they will close their storefront. Their last day will be Friday, June 26, and their current hours of operation are Tuesday through Friday from 11 a.m. to 4:00 p.m. They plan to continue selling through their website, and indicated they may do pop-up shops in the future, and also possibly open a storefront in Montevallo again in the future.
- Once again, Montevallo Main Street has been officially **accredited by the National Main Street Center**. Accredited status is Main Street America's top tier of recognition and signifies a demonstrated commitment to comprehensive commercial district revitalization and proven track record of successfully applying the Main Street Approach.
- **Montevallo Main Street has partnered with CBS 42** to create a series of commercials through their Living Local program. These will run from July through September. Main Street District businesses are invited to purchase companion ads if they so choose. Contact Courtney for information.
- **We have purchased an initial set of "Open" Flags** to be given to a pilot group of 19 dues-paying members with Main Street storefronts. Our goal is to remind people that our businesses are open while continuing to beautify downtown.
- **Our Veteran Banner program** continues to be a great success. 17 new banners will be added to the rotation and installed soon for Independence Day. Orders are still being accepted for Veteran Banners, and all newly ordered banners will be installed for Veterans' Day in the fall. Contact Courtney for an order form or take one from the lobby in City Hall.
- **Mask-wearing** continues to be an important way we can slow the spread of COVID-19 in our community. We have partnered with Parnell Library to provide reusable cloth masks to businesses in need. Contact Courtney or Parnell Library if you need masks.
- **Board Member nominations** are now being accepted for up to 8 open positions. Email all nominations to mainstreet@cityofmontevallo.com. New board members will be voted upon by our existing Board of Directors closer to the fall.

Respectfully submitted,
Courtney Bennett
Executive Director

Council Member Peterson reminded everyone there will be a Finance Committee meeting this Wednesday at 4:30 p.m.

Council Member Nix made a motion to approve the bills. Council Member Bunt seconded.
ALL AYES . . . MOTION APPROVED.

Consent Agenda: NONE

New Business:

Recommendation of Public Safety Committee to approve 24 month contract with APC for 10 License Plate cameras at a cost of \$1,666.67/month, current fiscal year coming from unallocated funds



June 4, 2020

City of Montevallo
541 Main Street
Montevallo, AL 35115

Thank you for allowing Alabama Power Company the opportunity to provide a proposal for a surveillance camera installation for the City of Montevallo.

With this LPR installation, Alabama Power Company will provide the following:

- 10 – Flock Safety 5 MP License Plate Recognition (LPR) cameras and all associated networking equipment
- Connection of power from solar panel on camera
- 2 – 14' Black, metal poles
- Dedicated 4G LTE network backhaul connection and hardware
- All required license fees and monthly subscription fees for 10 cameras using Flock's LPR platform with standard 30-day storage

Standard Operating Agreement: 24 month agreement, automatically renews for an additional 24 month term after month 24, service price is fixed. Alabama Power retains ownership of the camera system, City of Montevallo retains ownership of all data collected. All support and maintenance to operate the surveillance system is included. No prepayment required for installation. Using the Flock Safety Dashboard, all of City of Montevallo's images will be stored in the cloud server and will be accessible by approved personnel via any internet enabled web browser or mobile device.

*Estimated Monthly Service Amount = \$1,666.67 with NO upfront costs

This proposal is valid until **June 26, 2020**.

If you have any questions at all, please do not hesitate to give me a call or email.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan Bozeman".

Jonathan Bozeman
205-484-5036

Alabama Power Company
Public Safety Technical Specialist

MASTER CONTRACT FOR PUBLIC SAFETY SERVICES (SURVEILLANCE – GOVERNMENTAL)

THIS MASTER CONTRACT FOR PUBLIC SAFETY SERVICES (SURVEILLANCE – GOVERNMENTAL) (the "Agreement") made and entered into this _____ day of _____, by and between the City of Montevallo, a municipal corporation (the "Customer") and ALABAMA POWER COMPANY ("APC").

1. Agreement. This Agreement establishes the terms and conditions under which APC will provide public safety-related services ("Public Safety Services") and, where APC deems necessary, regulated electric service (collectively "Services") to the Customer including the Deliverables described in the attached Premises Exhibit. This Agreement shall apply to each of the locations identified in the attached Premises Exhibit and any additional areas identified in additional Premises Exhibit(s) executed after the Effective Date of this Agreement (collectively "Premises"). All capitalized terms defined in this Agreement are incorporated in and made a part of the Premises Exhibit. Any additional executed Premises Exhibit(s) and all capitalized terms not otherwise defined in this Agreement have the meanings ascribed to them in the attached Premises Exhibit.

2. Title: Interest. This Agreement concerns the provision of Services to the Customer by APC and is not a sale, lease, or licensing of goods, equipment, or property of APC of any kind. APC retains the sole and exclusive right, title, and interest in and to all of its goods, equipment, and property utilized in connection with the Services, including, without limitation, all poles, bases, wiring, conduit, fixtures, cameras, controls, and related items (collectively, the "APC Assets"). APC may update, modify, or replace any components as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Services or use of APC Assets. Moreover, APC may remove the APC Assets upon termination of this Agreement.

3. Service Functionality. The APC Assets may access and use certain hardware, application services, components, and embedded software ("System") in connection with the Services. The APC Assets may contain software or firmware, and any such software and firmware shall remain the sole property of the software owner. APC, at no additional cost to the Customer, grants the Customer a non-exclusive, revocable (in the event of default by Customer or other termination / expiration of this Agreement) license during the Term of this Agreement solely to access and use the application services and software of APC, its vendors, or the applicable software owner to the extent specified in, and permitted by, this Agreement in connection with the Services during the Term of this Agreement (collectively, the "Solution"). APC represents and warrants that it has the right to grant the Customer such access to the Solution. The Customer shall not: (i) decompile or reverse engineer the Solution or take any other action to discover the source code or underlying ideas or algorithm of any components thereof, (ii) copy any products or software of the Solution (other than the Content solely for purposes of accessing and using the Services), (iii) post, publish, or create derivative works based on the Solution, or (iv) remove any copyright notice, trade or service marks, brand names and the like from the Solution. Throughout the Term, Customer's use of the System is subject to, and Customer expressly agrees to abide by, the terms of service, end-user license agreement, or any other terms and conditions of the integrator or other APC subcontractors identified in Exhibit A, which may be provided separately or made available to Customer upon creation of a user account, as applicable.

4. Interruption of Service. Customer understands that the Services and the System are provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify APC. Customer acknowledges and agrees that APC's contractors or representatives may temporarily access Content to resolve any such interruption or as necessary to otherwise confirm operability of the System and Service. In the event of a Service interruption due to APC Asset equipment failure, APC will install replacement technology sufficient to provide equivalent Service. Customer can notify APC by calling 1-888-430-5787 during normal business hours to report the issue.

5. Connectivity and Content Access. As part of the Services, and unless otherwise noted, APC will make available an internet connection to link the cameras to the System for the transfer of the camera data to the Customer's system or device. Such internet connection is not available for any other use. Unless otherwise agreed by the parties in Exhibit A, the Service does not include any device necessary for Customer's access to Content, nor does it include any Content monitoring services by APC. Also, unless otherwise agreed in Exhibit A, Customer may access the Content using Customer's own internet-connected device(s) and Customer's own internet connection (both of which are Customer Provided Equipment ("CPE") under this Agreement), or by other means of its choosing. The Service may use internet bandwidth, the amount of which may vary based upon Customer's use of the Service. APC is not responsible for any degradation of performance or function of other internet-connected devices due to internet bandwidth used by Customer's access of the Service. Customer acknowledges that when either internet connection is not operating or is otherwise unavailable for any reason, including network outage, cable cut, network maintenance, network congestion, equipment failure, weather, or a force majeure event, the Service, any internet-dependent components of the Service, or the transmission of Content to a remote storage site will not function. Transmission of a wireless signal can be further affected by radio signal strength or availability at the Premises. Customer must notify APC immediately of any System failure or malfunction, including any internet or other transmission failure.

For the avoidance of doubt, Customer acknowledges that neither APC nor any of its personnel shall have the ability to access the Customer's Content. APC's contractors or representatives shall have access to and the ability to retrieve the Content as directed and pursuant to the agreement between APC and its contractors or representatives in connection with the provision of Services.

6. Content Storage. Content may be stored for a limited amount of time by the camera devices, but otherwise will be stored in the cloud or on a local server provided by (but not directly accessible by) APC for receipt and storage of the digital feed of Content, and for Customer's facilitation of its use by the Customer's end users. Each such local storage device is part of APC Assets. Content will be available only until overwritten by the applicable storage device, and the duration of storage may vary based on the degree of activity observed.

7. Legal Compliance. Customer acknowledges that it may not use the Service and Content for any unlawful or unethical purpose, and that related surveillance equipment, including cameras, may be located only in areas where permitted by law and where persons have no reasonable expectation of privacy. The Customer is solely responsible for the security of all data and for the activities of all persons who access the Content. Customer expressly agrees that it is subject to, and warrants or covenants that it will comply with, any applicable law,

rule, or regulation regarding Customer's use of the Service or Content, including any law pertaining to surveillance equipment location, wiretapping, eavesdropping, privacy, voyeurism, child pornography, or similar law. Customer acknowledges that its use of the Service or Content is at Customer's own risk. Customer is solely responsible for any and all pictures, sounds, audio, videos, or other data that Customer, or anyone Customer should reasonably expect to use or have access to the Service or Content, uploads, downloads, monitors, records, stores, posts, emails, transmits, discloses, or otherwise makes available using APC Assets or the Service.

- a. The Customer is the sole owner of any and all information, pictures, sounds, audio, video, and/or other data recorded by the cameras and/or stored in any manner in connection with the provision of Services under this Agreement ("Content") and is solely responsible for the Customer's conduct, the Content and any consequences of accessing, retrieving, using, or making available such Content.
- b. To the extent required by applicable law, rule, or regulation (public or private), Customer agrees to inform any third party entering the Premises that the Premises may be monitored or recorded. Customer is solely responsible, and APC has no liability whatsoever, for any decision or action regarding such notice, including notice content, mode, means, or placement.
- c. In connection with Content, Customer represents, warrants, or covenants that: (a) Customer owns or has any necessary license, right, consent, or permission to enable use of Content as contemplated by this Agreement; and (b) Customer's use or making available of Content does not and will not: (1) infringe, violate, or misappropriate any legal, copyright, trademark, patent, trade secret, moral, privacy, publicity, or other intellectual property or proprietary right of any third party; or (2) slander, defame, libel, or invade the right of privacy, publicity, or other property right of any other person.
- d. Customer acknowledges and agrees that Content may be received or stored on computer servers or other Systems maintained by APC's contractors, depending on what is specified in the Premises Exhibit. Customer consents and agrees, and grants to APC a perpetual, royalty-free, irrevocable license, that APC may cause Content to be stored for such time as is determined at APC's sole and exclusive discretion. Content may be stored in a location that is shared with one or more third parties; provided, however, that regardless of APC's role in maintaining such computer servers, under no circumstance shall APC have access to or the ability to view or retrieve the Content.
- e. Customer expressly agrees that APC may authorize the disclosure of Content to third parties, with or without notice to Customer: (i) if required to do so in connection with any law enforcement investigation or proceeding; (ii) pursuant to a court order or subpoena; or (iii) as allowed or required by applicable law. Customer consents to any such disclosure.

8. Term and Termination. Subject to the termination rights set forth in this Section 8 or in Section 9 below, the initial term for the Agreement shall be for twenty-four (24) months, calculated from the date of the first monthly bill which shall be issued following installation verification as provided in the Premises Exhibit (the "Initial Term"). After the Initial Term, this Agreement automatically renews for an additional twenty-four months (24), in accordance with the terms and conditions in effect at the time, until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions in Section 17 below) at least thirty (30) days before the desired termination date.

9. Payment

(a) **Payment and Invoices.** APC will invoice the Customer per the terms stated in the Premises Exhibit, subject to any change in the electric service charge as authorized or required by the Alabama Public Service Commission, as described in the Premises Exhibit. Customer agrees to pay the monthly amount by the due date. Balances unpaid after the due date are subject to a late payment charge of 1.5% or \$2.00, whichever is greater.

(b) **Payment Default.** Notwithstanding Section 8(a) above, Customer is in default if Customer does not pay the entire amount owed within forty-five (45) days of billing or terminates this Agreement without proper notice and prior to the end of the then-current Term. 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), collect APC costs incurred (including, but not limited to removal costs, remaining subscription fees, etc.) at the time of termination or as a result of termination, subject to APC's obligation to make commercially reasonable efforts to mitigate costs, remove any and all APC Assets from the Premises, and shall be entitled to seek any and all available remedies provided by law or equity, including without limitation, the right to collect all past due amounts (including late fees if applicable) and all amounts due for the Services during the remaining Term of the Agreement.

10. Premises Activity. The Customer grants a non-exclusive license and right of access to APC, and its contractors and representatives, for the Term of this Agreement and for a reasonable period after the Term of the Agreement, the 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 the Services, 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; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Services; (iii) inspect, maintain, test, replace, repair, and remove APC Assets; (iv) provide electric energy in relation to the Services where APC deems necessary; and (v) conduct any other activities reasonably related to the provision of Services, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (v) collectively, the "APC Activity"). The Customer will not cause or permit any obstruction that may interfere with APC's access to the APC Assets.

The Customer represents that the individual signing this Agreement on its behalf has authority to do so, and, where applicable, has obtained the express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize APC to provide the Services and perform the APC Activity upon the Premises. The Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises or persons or property entering onto the Customer's Premises.

11. Installation. The Customer recognizes that APC, or an APC-approved contractor, may be required to install the APC Assets in order to provide the Services. The Customer represents that if applicable and required for proper Installation: the Premises' final grade will vary no more than six (6) inches from the grade existing at the time of installation and premises property lines will be clearly marked before installation.

(a) **Customer Provided Equipment.** APC, and its approved contractors may, at APC's discretion, use the CPE at the Premises including wiring, etc. to provide the Services. APC is not responsible for the repair or replacement of any CPE. APC is not responsible for repairing CPE or for any damage CPE may cause to the Services or APC Assets. The Customer shall bear the exclusive risk of any consequential damages resulting from any impaired functionality of the Services caused by CPE.

(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"), the 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 the Customer's failure to mark a private facility or obstruction before APC commences the APC Activity, the Customer is responsible for all damages and any resulting delay.

(c) **Unforeseen Condition.** The Monthly Charge shown on the Premises Exhibit includes 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 the Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. The Customer is responsible for all costs of modification or change to the APC Assets requested by the Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.

(d) **Use of Right-of-Way.** To the extent that the APC Activities may require the use the streets, avenues, alleys, or public places of the Customer, the Customer hereby grants its consent to such use as are necessary to provide the APC Activities. All excavations, construction activities, and aerial installations of APC Assets in the Customer Right-of-Way shall be carried on as to reasonably minimize interference with the use of the Right-of-Way and with the use of private property, in accordance with all applicable laws, ordinances and regulations of the Customer. APC shall use commercially reasonable efforts to coordinate construction, installation, repair, and maintenance of the APC Assets to minimize unnecessary disruption, including, as appropriate, coordination with applicable Customer departments and agencies. APC shall not interfere with the use or development of any property of the Customer or any other person, and promptly upon completion of construction, erection or installation of the APC Assets, APC shall, at its own cost and expense, promptly repair any damage to property reasonably determined to be resulting from such activity to original condition.

(e) **Operation During Construction and Installation.** Customer acknowledges that during the construction and installation process the APC Assets shall come "on-line" as it is installed (i.e., the camera shall be placed in operation and begin recording once installed). Furthermore, Customer recognizes that until the date that the installation of the entire System is completed ("Date of Service"), Customer may not have access to any Content that may be recorded by the APC Assets. Any Content recorded by an APC Asset prior to the Date of Service shall only remain stored on the device or storage device until such Content is overwritten in the normal course of operation of the APC Assets. Customer agrees that it is solely the owner and is solely responsible for any such Content notwithstanding the fact that Customer may not have the ability to access and retrieve such Content prior to the Date of Service.

12. Maintenance. During this Agreement's Term, APC will maintain the APC Assets and will bear the cost of routine repair or replacement as identified in the Premises Exhibit. The Customer must notify APC of any need for repair by calling the Business Service Center at 1-888-430-5787. APC shall have the right to contract with a third-party for maintenance, repairs, and other work relating to any and all APC Assets associated with the provision of Services pursuant to this Agreement. During this Agreement's Term, the Customer will be responsible for APC's cost of repairing or replacing any Equipment damaged or destroyed due to vandalism or willful abuse during this the Term of this Agreement.

13. Access to APC Assets. Nothing in this Agreement shall convey to the Customer the right to attach or affix anything to the APC Assets. Customer will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper or otherwise interfere with any of the APC Assets. If the Customer desires to attach or affix anything to the APC Assets, the Customer must first call the Business Service Center at 1-888-430-5787 and obtain APC's written consent.

14. Disclaimer: Limitation of Liability; Damages. APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability and noninfringement) regarding the Services or any APC Activity. The 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 arising from the Services or this Agreement, or arising from damage, hindrance, or delay involving the Services or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent APC is liable under this Agreement, the liability of APC is hereby limited to: (i) with respect to Services purchased by the Customer, the annual amount paid by the Customer for Services or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. The Customer understands the Services are not intended to prevent any loss by burglary, holdup, fire, or otherwise, and that none of the APC Assets or Services are error-free or without interruption, which interruption could occur from faulty equipment, faulty transmission, power outages, weather, or the tampering or destruction of the APC Assets or CPE. APC is not required to supply the Services to the Customer while any such interruption continues. APC does not guarantee the security of its System or APC Assets and is not responsible if any software code enters the System or APC Assets that disrupts, disables or self-limits such System or APC Assets. APC disclaims any liability with respect to the unauthorized use of Content to the extent permitted by law. To the greatest extent allowed by applicable law, APC is neither responsible for protecting Content against unauthorized access, disclosure, or use nor liable for any unauthorized access, disclosure, or use of Content. The Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety thereof, and that APC has no liability for any personal injury or real or personal property damage, loss, or negative impact to Customer that occurs at the Premises. The Customer agrees APC shall not be liable

for any defects, errors, interruptions or other issues associated with the software and hardware included in the Services (as outlined in the Premises Exhibit). The Customer further agrees that APC shall not be liable for any claims, lawsuits, or damages arising out of such defects, errors, interruptions or other issues to the extent the same are the fault (in whole or in part) of the manufacturer (whether ShotSpotter or another third-party) of the software and hardware.

To the fullest extent permitted by law, the Customer agrees to be solely responsible for any and all liability, claims, demands, actions, judgments, loss, costs and expenses arising or claimed to have arisen by, through, or as a result of acts or omissions of the Customer regardless of whether the acts or omissions are the sole or partial cause of the liability, claim, demand, action, judgment, loss, cost or expense. In the event a liability, claim, demand, action, judgment, loss, cost or expense is asserted or made against APC, and the Customer's acts or omissions are the sole or partial cause, the Customer agrees to reimburse APC for any and all expenditures made in satisfying or resolving such liability, claim, demand, action, judgment, loss, cost or expense.

16. Agreement Not Insurance Policy. Customer agrees and understands that: (i) APC is not an insurer, nor is this Agreement intended to be an insurance policy or substitute for an insurance policy; (ii) insurance, if any, will be obtained by the Customer or its customers or tenants, as applicable; (iii) charges by APC under this Agreement are based solely upon the limited value of the limited Services and are unrelated to the value of the Premises or the property located on the Premises; (iv) the amounts payable by the Customer are not sufficient to warrant APC assuming any risk of consequential, collateral, incidental, or other damages to the Customer and/or its customers or tenants due to the Services, or any deficiency, defect, inadequacy, or disruption of the Services or due to APC or its contractors' negligence or failure to perform; (v) the Customer does not intend this Agreement to impose liability on APC except within the limitations of this Agreement; and (vi) the Customer agrees that APC shall not be liable for loss or damage due directly or indirectly to any occurrences or consequences from occurrences which the Services may be designed to detect.

17. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed duly given upon actual delivery if delivery is by hand (against receipt) or on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested or on the next business day after being sent by a national recognized overnight courier which provides proof of receipt. All notices shall be directed to the other party at the addresses of such party indicated below, or at such other address as the parties may designate in writing by notice delivered pursuant to this provision.

If to APC:

Alabama Power Company
600 18th Street North
Birmingham, AL 35203
Attn:
Email:

If to Customer:

Attn:
Email:

18. Taxes. 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. If applicable, the Customer must provide a copy of its Alabama sales tax exemption certificate. Payments made under this Agreement are exclusive of any business license, excise, franchise, property, sales, use, rental, lease, or other transaction taxes or fees ("Taxes") imposed by any Governmental Authority or taxing jurisdiction on the Services rendered under this Agreement. Customer shall be solely responsible for any Taxes due on the services provided. The parties intend and understand that the Services and associated transactions rendered pursuant to this Agreement are not subject to Alabama rental or lease tax. In the event that an applicable Governmental Authority determines in the future that APC is subject to Alabama rental or lease tax with respect to the Services rendered or transactions conducted under this Agreement or any portion thereof, then Customer agrees that: (i) APC may invoice Customer for the amount of such rental or lease tax assessed on the payments by the applicable Governmental Authority on a fully grossed-up basis, (ii) APC may invoice Customer for the amount of delinquent rental or lease taxes due other Governmental Authorities for all open years on a fully grossed-up basis, and (iii) APC may begin invoicing Customer for the amount of monthly rental or lease taxes due to all applicable Governmental Authorities after the determination that APC is subject to Alabama rental or lease tax with respect to the Services, and Customer shall reimburse APC for such amount within thirty (30) days of receipt of invoice, along with any associated taxes, penalties, or interest. Any rental or lease taxes owed by Customer to APC shall be added to and be considered a part of the flat Monthly Charges invoiced to Customer. Except as expressly provided above, each party shall be solely responsible for any and all Taxes imposed on it by any Governmental Authority or taxing jurisdiction in connection with the transactions contemplated by this Agreement.

19. 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 Beason-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) By signing this 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.

20. Effective Date. This Agreement will be effective on the date when it has been signed by the last party whose signing makes the Agreement fully executed (the "Effective Date").

21. Relationship of Parties. The Customer and APC agree that nothing contained in this Agreement nor any act of APC or of the Customer shall be deemed or construed by either of the parties hereto or by third persons to create any relationship of third party beneficiary hereof, or of principal and agent, or of a limited or a general partnership, or of a joint venture, or of any association or relationship between APC and the Customer other than as set forth herein. It is understood by the parties that APC is an independent contractor with respect to the Customer. Neither the Customer nor any of its agents shall have control over the conduct of APC or any of APC's employees, agents or subcontractors except as herein set forth. The Customer will not withhold payment for taxes, provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of APC, its agents or employees. APC shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the Customer.

22. Miscellaneous. Subject to applicable law, APC may modify the terms of this Agreement by providing thirty (30) days' prior written notice to the Customer of such modification. If the Customer uses the Services or makes any payment to use the Services on or after the Effective Date of the modification, the 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. The Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations without prior written consent of APC. 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." In all matters, the Customer enters into this Agreement in sole reliance upon the Customer's own advisors and not on any statements or representations (written or oral) of APC or any of its representatives and agents. If a court rules a provision of this Agreement unenforceable to any extent, the rest of that provision and all other provisions remain effective.

23. Governing Law and Venue. This Agreement shall be governed by, construed and enforced under the laws of the State of Alabama, excluding its conflicts of laws rules. Each party hereby submits to exclusive personal jurisdiction in the state courts located in Jefferson County, Alabama and the United States District Court for the Northern District of Alabama in connection with any state or federal disputes arising hereunder. The parties hereby waive any objection that such party may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agree not to plead or claim the same.

24. Entire Agreement. This Agreement contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

[signatures on next page]

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

City of Montevallo

Alabama Power Company

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

PREMISES EXHIBIT A

Alabama Power Company ("APC") and the City of Montevallo (the "Customer") agree that the Master Contract for Public Safety Services (Surveillance – Governmental) dated as of the Effective Date (as defined in the Agreement) ("Agreement") shall apply to the Premises and Deliverables identified below. The Premises Exhibit is entered into as of the date of the last signature below (the "Premises Exhibit Effective Date").

- **Location:** APC shall provide the Services to the Customer at the locations shown on maps to be created by the Parties and treated as confidential information.
- **Deliverables:** APC's Services provided to the Customer shall include the following Deliverables:
 - Install and maintain Ten (10) Flock Safety License Plate Recognition (LPR) cameras, necessary data subscriptions/fees, 30-day cloud storage and associated equipment
 - Install and maintain Ten (10) Flock Safety Solar Panels for power for LPR camera
 - Install and maintain Two (2) 14' black, metal poles for cameras to be mounted on

• **Payment Schedule:**

| Months ** | Service Cost | Estimated Regulated Cost * | Monthly Cost * |
|-----------|--------------|----------------------------|----------------|
| 1-24 | \$1,666.67 | \$0.00 | \$1,666.67 |

* The actual regulated cost for electric service to the Surveillance Equipment will be calculated using the applicable tariffs approved by the Alabama Public Service Commission at the time of billing. Such laws, rules, regulations, and rate schedules are subject to change during the Term of this Agreement as provided by law. Thus, the regulated cost (and therefore the total monthly cost) may vary slightly from the estimates provided above.

** Payment Schedule applies to Initial Term and automatic month-to-month renewal noted in Section 8.

- **Content.** Cloud storage has been selected to store the content. The Customer will be able to view content from an internet connected device and web browser.
- **Integrators and other Subcontractors.** Pursuant to Section 3, Customer agrees to abide by the terms and conditions of the following integrators and other subvendors:
 - Flock Safety (Saas provider)
- **Moving Equipment.** If the Customer desires to relocate any piece of equipment (e.g., a camera or other device), the Customer must first call the Business Service Center at 1-888-430-5787 and obtain APC's written consent. If the equipment in question has not yet been installed, APC will relocate the equipment for no additional cost to the Customer as long as APC can ensure good signal quality in the requested new location. If the equipment in question has already been installed, such relocations of equipment may result in additional charges to the Customer.

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

City of Montevallo

Alabama Power Company

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

flock safety

September 5, 2019

Overview of Flock Safety End to End Data Security

The following is an overview of the end to end data security of the Flock Safety system. The Flock Safety system is defined as the combination of the Flock Safety ALPR camera and the Flock Safety built software hosted in the Flock Safety AWS Cloud environment.

All footage taken by the cameras is encrypted at rest while on the camera. Additionally, unlike more traditional LPR solutions, the Flock Safety cameras have no public IP, and therefore, it is not possible for anyone to connect to the camera remotely to access footage.

Once the footage is ready to be uploaded and in turn processed, the camera pushes the footage to the cloud, as the lack of a public IP mean there is no remote access to the camera. The footage is sent using secure sockets and a proprietary handshake developed by Flock Safety. Additionally, all footage is encrypted in transit.

Once in the cloud, all footage is encrypted at rest and all CJIS data is stored in the AWS Gov Cloud. Flock Safety uses KMS based encryption, instead of AES, therefore, limiting access to the encryption keys to only a few select Flock Safety employees (when using AES, Amazon also has access to the encryption keys). These employees have undergone extensive background checks (as have all Flock Safety employees), as well as CJIS compliance training and the required fingerprinting.

CJIS data is only made available to Law Enforcement agencies who have signed a Memorandums of Understanding (MOUs) that governs the sharing of this data between Flock Safety and the Law Enforcement agencies. No CJIS data is shared with non-Law Enforcement Flock Safety Customers.

Access to all CJIS data, along with all activities taken by users of the Flock Safety system are logged and available for auditing. Flock Safety has a set of alarms that help to monitor the health of the cameras; however, no Flock Safety employee monitors the footage taken by customer cameras unless they are given express permission from the customer (this permission and activity is also logged). Finally, all Flock Safety activities and process are governed by the [Flock Safety Internet Security Policy](#).

1170 Howell Mill Rd. NW - Suite 210, Atlanta, GA 30318

Chief Littleton explained we would position the 10 cameras around town in order to cover our major access points. This will have the effect of putting 10 additional patrol cars on the roads. This will be a huge resource for us.

Council Member Nix agreed, and made a motion to approve the contract. Council Member Bunt seconded. ALL AYES . . . MOTION APPROVED.

Approval of Automotive Restoration Site Plan -

Council Member Bunt made a motion to approve the site plan. Council Member Herbert seconded. ALL AYES . . . MOTION APPROVED.

Hitt RV Storage – Authorization to remove nuisance from property –

Council Member Bunt made a motion to take steps to remove the RV. Council Member Herbert seconded. ALL AYES . . . MOTION APPROVED.

Old Business:

Ammersee Lakes Paving Request – Tom Bagley

The City Clerk explained we are still waiting on a paving price. No action was taken.

Board Appointments:

Valerie Johnson – Historic Preservation Commission – term expiring on 06.22.2023

No action was taken. Held over to a subsequent meeting in order to receive a copy of her letter of interest and background information.

Other Business:

Purchase of mower for Public Works –

Council Member Nix made a motion to approve the purchase of the Husqvarna 256X Mower for \$9,374.96 as detailed earlier using budgeted funds from the Regions Capital Reserve. Council Member Peterson seconded. ALL AYES . . . MOTION APPROVED.

Virtual Academy –

Council Member Bunt made a motion to approve the contract with Virtual Academy for \$1,035. Council Member Peterson seconded. ALL AYES . . . MOTION APPROVED.

TAP Grant –

Mayor Cost explained this grant would connect the new crosswalk at the intersection of Hwy 119 and Hwy 25 with a new sidewalk which would run along Hwy down to the area across from the Pic'n Save Shopping Center.



**Transportation Alternatives Program
FY2021 Application**

Sidewalks Along SR-25



Prepared For:

Mr. D.E. (Ed) Phillips, Jr. PE
Alabama Department of Transportation

July 1, 2020

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1.0 Sponsoring Agency Information

Sponsor Entity: The City of Montevallo
Mayor: Hollie Cost
Contact: Herman Lehman
Contact Title: City Clerk
Address: 541 Main Street, Montevallo AL 35115
Phone: 205/665-2555 Ext. 1045
Email: lehman@cityofmontevallo.com

Project Manager: Matthew Burgess, PE
Title: Project Manager
Address: 2111 Parkway Office Circle, Hoover AL 35244
Phone: 205/443-3090
Email: JMBurgess@GarverUSA.com

2.0 Proposed Project Description

State Route 25 (SR 25) in Montevallo, AL - functionally classified as an urban minor arterial maintained by the Alabama Department of Transportation (ALDOT) - is a primary



Figure 1: Project Location Map

commercial corridor within the City of Montevallo that includes two (2) grocery stores, a big-box hardware store, restaurants and multiple convenience/discount stores, among others. Given the proximity to residential neighborhoods and an apartment complex, the SR 25 commercial corridor is heavily frequented by pedestrians. However, in stark contrast to Montevallo's very walkable downtown area, there are no pedestrian facilities along SR 25.



The proposed project improvements consist of the construction of five (5) foot wide, ADA-compliant sidewalks. The sidewalks will begin at the intersection of SR 25 and SR-119 / Main Street. An in-progress Montevallo Cooperative Development District (MDCD) pedestrian improvements project will provide safe connectivity across SR 25 and Norfolk-Southern's railroad track to existing pedestrian facilities extending north to Montevallo's downtown area and beyond. The proposed sidewalk route will run along the south side of SR 25 eastward for approximately 3,550 feet (0.67 miles), terminating at Hicks Street, immediately east of a densely developed commercial center. The sidewalk route traverses flat to gently rolling topography along its length, connecting residential and commercial districts while providing pedestrians with access to grocers, a Dollar General, an AutoZone, a Tractor Supply hardware store, restaurants, and convenience stores. Pedestrian signal improvements at the intersection with Middle Street will provide safe passage and connectivity to an existing walkway on the north side of SR 25 and the shopping center beyond. Figures highlighting proposed Typical Sections and Proposed Project Improvements are included as **Appendix A**.

This project fulfills several selection criteria for ALDOT's Transportation Alternatives Program (TAP) including safety promotion; increased usability of existing transportation facilities; connectivity of activity centers; ADA compliance; and increased transportation options in underserved communities.



Figure 2: Informal Walking Path along Proposed Route

During site reconnaissance activities, conducted on May 19, 2020, numerous pedestrians were observed using the proposed sidewalk route. Oft-used informal pedestrian paths are visible. Several instances of haphazard crossings of SR 25 at undesignated locations, often within traffic, were recorded (see photographs 14-17, **Appendix C**). The completion of the proposed project will provide these citizens a defined pedestrian walkway as well as safe, designated passage to the north side of SR 25.

Additionally, the project will increase the usability and connectivity of the SR 25 corridor by tying it to existing



pedestrian facilities in accordance with the City's Pedestrian Priority Plan and the forthcoming "Making Montevallo" Comprehensive Plan (currently in draft format). It would complete a non-motorized travel route from the north end of Montevallo's downtown to the City's southeastern edges of commercial development via sidewalks. This City-wide connectivity will provide improved access to a greater range of commercial services, community amenities, and activity centers (such as City Hall and Orr Park) while promoting enhanced mobility for users that lack reliable vehicular transportation, with the attendant increases in health, neighborhood vibrancy and quality of life that accompany sidewalk use.

Construction of these sidewalks will increase mobility options for the surrounding area's underserved population. United States Census Bureau tract statistics indicate that of the project area's population, comprised of 43% minorities, approximately 16% live below the poverty line. Perhaps more significant to this proposal, the statistics reflect that approximately 17% of the population have no vehicles available, with an estimated 50 households commuting to work by means other than car, truck, carpool or public transit. These statistics underscore the importance of reliable non-vehicular infrastructure availability.

3.0 Preliminary Project Cost Estimate

ALDOT's Estimator software was used to develop a construction cost estimate for the proposed improvements. The total anticipated project cost, inclusive of construction & engineering inspection (CEI) and a 10% contingency due to the preliminary nature of this estimate, is \$660,261.87. The City of Montevallo respectfully requests that \$660,500.00 of FY2021 Transportation Alternatives Program funds be allocated for Sidewalks along SR 25. The line item cost estimate, utilizing ALDOT pay items, is included as **Appendix B**.

4.0 Property Ownership & Right-of-Way Acquisition

There are no known right-of-way conflicts that would adversely affect project progression. Available information provided by Shelby County indicates that existing right-of-way widths on SR 25 vary from 95' to 220' wide through the proposed project limits. No right-of-way acquisitions are required for the completion of the project.



5.0 Existing Utilities

Based upon site reconnaissance, there are no utility conflicts with the proposed project. Overhead electric, sanitary sewer and water meters are present within the proposed project limits; however, existing right-of-way widths are sufficient to accommodate the sidewalk while avoiding conflict. Water meter vaults may be adjusted to match finished sidewalk grade, where necessary. No utility relocations are expected.

6.0 Cultural & Environmental Resource Review

The proposed sidewalk is generally located on existing roadway shoulders, surrounded by commercial businesses and retail strip malls, requiring very minimal clearing of trees and large vegetation. No known wetlands (as confirmed using the US Fish and Wildlife Wetlands Mapper online tool) nor "blue line" streams are present within the project limits. Therefore, no endangered species habitat, wetlands or cultural resources are expected to be impacted.

The project location is within the priority watershed for the Cahaba River and its tributaries. Potential impacts to the watershed due to construction stormwater runoff will be mitigated through the proper use of erosion and sediment control best management practices.

7.0 Required Permitting

Permitting requirements for this project are anticipated to be minimal. Assuming an overall disturbance area greater than one (1) acre, permits required would include an Alabama Department of Environmental Management (ADEM) Construction Stormwater General NPDES Permit and a City of Montevallo Land Disturbance Permit for earthwork greater than one acre. Should project disturbances fail to meet these minimum acreage thresholds, no permit(s) will be necessary.

8.0 Project Life Expectancy

The life expectancy for the SR 25 sidewalk project is estimated at approximately 35 years. The City of Montevallo's Public Works Department will be responsible for the maintenance and upkeep of the sidewalk upon completion of this project. Anticipated maintenance activities, funded through the Public Works annual budget, includes cutting grass and



brush alongside the sidewalk; routine inspections to ensure elements such as expansion joints and truncated domes are in good working order; and repair damage to the sidewalk.

9.0 Additional Comments

Please see **Appendix D** for a Proclamation of Support from the City of Montevallo Council as well as a Letter of Support from the Montevallo Development Cooperative Development District.



APPENDIX A

Conceptual Plans – Proposed Project Improvements



PLAN SHEET

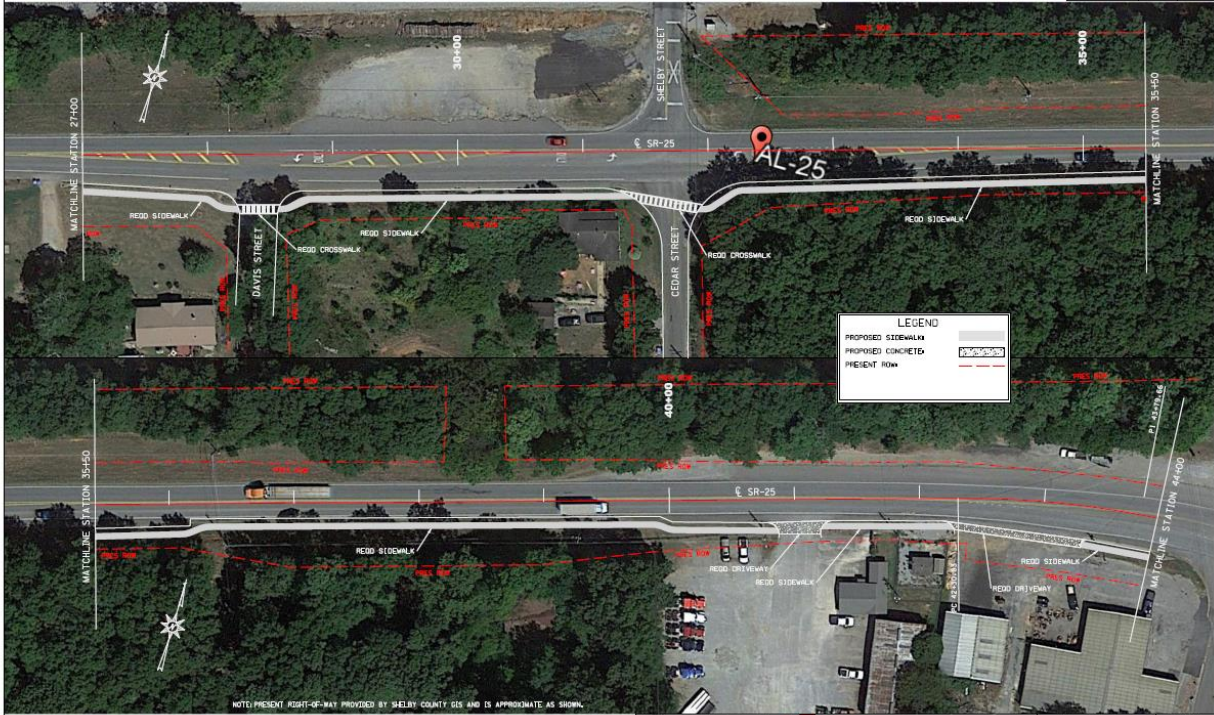
| REFERENCE PROJECT NO. | FISCAL YEAR | SHEET NO. |
|-----------------------|-------------|-----------|
| 1973880 | 2020 | 1 |



| | | | |
|---------------------------------------|----------------------|---------------------------|----------------|
| THE CITY OF MONTEVALLO GARVER, LLC | GRAPHIC SCALE (FEET) | SHEET TITLE PLAN SHEET | ROUTE SR-25 |
|---------------------------------------|----------------------|---------------------------|----------------|

PLAN SHEET

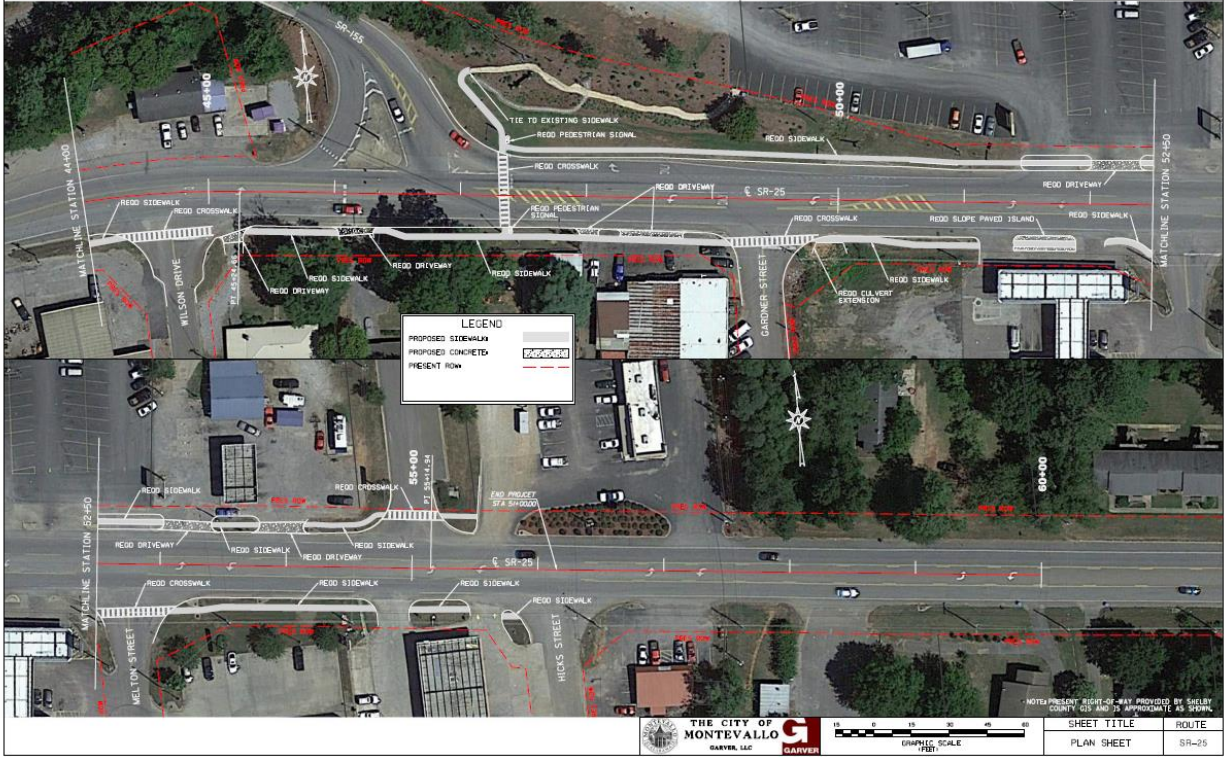
| REFERENCE PROJECT NO. | FISCAL YEAR | SHEET NO. |
|-----------------------|-------------|-----------|
| 1973880 | 2020 | 2 |



| | | | |
|---------------------------------------|----------------------|---------------------------|----------------|
| THE CITY OF MONTEVALLO GARVER, LLC | GRAPHIC SCALE (FEET) | SHEET TITLE PLAN SHEET | ROUTE SR-25 |
|---------------------------------------|----------------------|---------------------------|----------------|

PLAN SHEET

| | | |
|-----------------------|-------------|-----------|
| REFERENCE PROJECT NO. | FISCAL YEAR | SHEET NO. |
| 1970080 | 2020 | 3 |



APPENDIX B

Project Cost Estimate

Garver Project No. 19T35820



Council Member Bunt expressed her pleasure with this application. She said a sidewalk is greatly needed along Hwy 25.



**SIDEWALK ALONG SR-25
SUMMARY COST ESTIMATE
THE CITY OF MONTEVALLO, AL
June 10, 2020**



| ITEM | DESCRIPTION | QTY | UNIT | UNIT PRICE | EXTENSION |
|----------|--|------|-------------|-------------|--------------|
| 201A-002 | Clearing and Grubbing (Maximum Allowable Bid \$) | 1 | Lump Sum | \$10,000.00 | \$10,000.00 |
| 205B-009 | Removal Of Old Box Culvert, Parbel, Station 44+00 | 1 | Lump Sum | \$5,000.00 | \$5,000.00 |
| 206C-002 | Removing Concrete Slope Paving | 31 | Square Yard | \$50.00 | \$1,550.00 |
| 206D-000 | Removing Fence | 203 | Linear Feet | \$3.50 | \$710.50 |
| 206D-002 | Removing Curb | 346 | Linear Feet | \$10.00 | \$3,460.00 |
| 206D-005 | Removing Gutter | 78 | Linear Feet | \$10.00 | \$780.00 |
| 206E-001 | Removing Inlets | 2 | Each | \$500.00 | \$1,000.00 |
| 209A-000 | Manhole Reset, Single | 6 | Each | \$250.00 | \$1,500.00 |
| 210A-000 | Unclassified Excavation | 864 | Cubic Yard | \$12.00 | \$10,368.00 |
| 210D-001 | Borrow Excavation (Loose Truckbed Measurement) | 84 | Cubic Yard | \$25.00 | \$2,100.00 |
| 400B-003 | Aggregate Surfacing (ALDOT #57) | 91 | Ton | \$50.00 | \$4,550.00 |
| 502A-000 | Steel Reinforcement | 2685 | Pounds | \$1.75 | \$4,700.50 |
| 517D-000 | Sidewalk Handrail | 35 | Linear Feet | \$50.00 | \$1,750.00 |
| 524B-011 | Culvert Extension (Cast In Place) | 27 | Cubic Yard | \$775.00 | \$20,925.00 |
| 530A-001 | 18" Roadway Pipe (Class 3 R.C.) | 8 | Linear Feet | \$60.00 | \$480.00 |
| 530A-002 | 24" Roadway Pipe (Class 3 R.C.) | 16 | Linear Feet | \$80.00 | \$1,280.00 |
| 532C-000 | Trench Drain (Including Grate) | 10 | Linear Feet | \$300.00 | \$3,000.00 |
| 600A-000 | Mobilization | 1 | Lump Sum | \$30,000.00 | \$30,000.00 |
| 610C-003 | Fiber Blanket, Geotextile | 150 | Square Yard | \$3.75 | \$562.50 |
| 614A-000 | Slope Paving | 13 | Cubic Yard | \$150.00 | \$1,950.00 |
| 619A-000 | Concrete Sidewalk, 4" Thick | 2545 | Square Yard | \$75.00 | \$190,850.00 |
| 618B-003 | Concrete Driveway, 6" Thick (Includes Wire Mesh) | 609 | Square Yard | \$125.00 | \$76,125.00 |
| 619A-002 | 18" Roadway Pipe End Treatment, Class 1 | 1 | Each | \$850.00 | \$850.00 |
| 620A-000 | Minor Structure Concrete | 5 | Cubic Yard | \$1,000.00 | \$5,000.00 |
| 621C-015 | Inlets, Type S1 Or S3 (1 W/Gr) | 1 | Each | \$3,500.00 | \$3,500.00 |
| 621C-109 | Inlets, Type PD | 1 | Each | \$5,400.00 | \$5,400.00 |
| 623A-001 | Concrete Gutter (Valley) | 889 | Linear Feet | \$35.00 | \$31,115.00 |
| 623B-000 | Concrete Curb, Type N | 317 | Linear Feet | \$30.00 | \$9,510.00 |
| 623B-001 | Concrete Curb, Type N Special | 149 | Linear Feet | \$55.00 | \$8,195.00 |
| 623C-000 | Combination Curb & Gutter, Type C | 56 | Linear Feet | \$35.00 | \$2,000.00 |
| 636D-000 | Wood Fence | 203 | Linear Feet | \$20.00 | \$4,060.00 |
| 641S-500 | Valve Box Reset | 3 | Each | \$250.00 | \$750.00 |
| 650A-000 | Topsoil | 248 | Cubic Yard | \$8.50 | \$2,108.00 |
| 654A-001 | Solid Sodding (Bermuda) | 866 | Square Yard | \$6.00 | \$5,196.00 |
| 665G-000 | Sand Bags | 500 | Each | \$4.00 | \$2,000.00 |
| 665J-002 | Silt Fence | 4495 | Linear Feet | \$2.50 | \$11,245.00 |
| 665Q-001 | Silt Fence Removal | 4495 | Linear Feet | \$1.00 | \$4,511.49 |
| 665P-005 | Inlet Protection, Stage 3 Or 4 | 19 | Each | \$350.00 | \$6,650.00 |
| 665Q-002 | Wattle | 500 | Linear Feet | \$7.50 | \$3,750.00 |
| 674A-000 | Construction Safety Fence | 500 | Linear Feet | \$4.00 | \$2,000.00 |
| 680A-000 | Engineering Controls | 1 | Lump Sum | \$5,000.00 | \$5,000.00 |
| 703A-002 | Traffic Control Markings, Class 2, Type A | 2761 | Square Feet | \$6.00 | \$16,566.00 |
| 710A-115 | Class 4 Aluminum Flat Sign Panels 0.06" Thick or Steel Flat Panels 1/4 Gauge (Type III or IV Background) | 28 | Square Feet | \$22.75 | \$637.00 |
| 710B-001 | Roadway Sign Post (#3 "U" Channel Galvanized Steel) | 56 | Square Feet | \$12.50 | \$700.00 |
| 711A-000 | Roadway Sign Relocation | 1 | Lump Sum | \$1,500.00 | \$1,500.00 |
| 730V-000 | Furnishing and installing pedestal pole and foundation with LED pedestrian signal head | 1 | Lump Sum | \$12,500.00 | \$12,500.00 |
| 740B-000 | Construction Signs | 320 | Square Feet | \$10.00 | \$3,200.00 |
| 740C-000 | Channelizing Drums | 75 | Each | \$65.00 | \$4,875.00 |
| 740E-000 | Cones (36 inches High) | 50 | Each | \$12.50 | \$625.00 |
| 740M-001 | Ballast For Cone | 50 | Each | \$5.25 | \$262.50 |

| | | |
|---|----------|---------------------|
| SUBTOTAL CONSTRUCTION COST | * | \$628,208.48 |
| CONTINGENCY (10%) | | \$62,820.86 |
| ESTIMATED TOTAL CONSTRUCTION COST | | \$681,030.44 |
| CONSTRUCTION ENGINEERING AND INSPECTION (16% CONSTRUCTION) | * | \$78,231.42 |
| ENGINEERING DESIGN | | |
| TOTAL PROJECT COST | | \$759,261.87 |

APPENDIX C

Site Photographs





SITE PHOTOGRAPHS



Photograph No. 1: View north from proposed Begin Project



Photograph No. 2: SR-25 to the east; note pedestrian on the roadway shoulder



SITE PHOTOGRAPHS





SITE PHOTOGRAPHS





SITE PHOTOGRAPHS





SITE PHOTOGRAPHS



Photograph No. 9: Informal pedestrian path along proposed sidewalk route



Photograph No. 10: Existing double barrel 8x4 R.C. box culvert, appx. station 44+75



SITE PHOTOGRAPHS





SITE PHOTOGRAPHS





SITE PHOTOGRAPHS



Photograph No. 15: Pedestrian observed using the proposed sidewalk route along SR-25, near the Middle Street intersection



Photograph No. 16: Pedestrian observed crossing SR-25 at an undesignated location from the proposed sidewalk route



SITE PHOTOGRAPHS



Photograph No. 17: Pedestrian observed crossing SR-25 traffic at an undesignated location at the proposed sidewalk route End Project

APPENDIX D

Letters of Support



Montevallo Development Cooperative District
545 Main Street, Montevallo, AL 35115



June 11, 2020

Mr. D.E. (Ed) Phillips, Jr., P.E.
Local Transportation Bureau Chief
Alabama Department of Transportation, Room 110
1409 Coliseum Boulevard
Montgomery, AL 36110

RE: Transportation Alternative Program (TAP) FY2021 Application
Sidewalks along State Route 25
The City of Montevallo, AL

Dear Mr. Phillips,

The Montevallo Development Cooperative District (MDCD) enthusiastically supports the sidewalk project along State Route 25.

MDCD recently funded a pedestrian crosswalk at Highway 119 and State Route 25 to enhance and connect Montevallo's downtown to the State Route 25 area. This project should be completed in the spring of 2021.

This proposed sidewalk project is another step in connecting our community and dramatically improving pedestrian safety. Unfortunately, the city has experienced fatalities on that stretch of road and sidewalks are really needed.

MDCD has pledged the financial matching funds for this project, if awarded.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads 'Denise A. Woodham'.

Denise A. Woodham

Chair of the Montevallo Development Cooperative District

Council Member Nix noted this grant requires an 80/20 match. The MDCD has agreed to pay the 20% match.

Council Member Bunt made a motion to approve the TAP Grant Application. Council Member Nix seconded. ALL AYES . . . MOTION APPROVED.

Facemask Resolution –

Mayor Cost discussed the reasoning behind this resolution. COVID-19 rates are going way up in Alabama, and we as city leaders must do everything we can to encourage our residents to wear masks. If we help each other stay healthy, our businesses will stay healthy. She then presented the following:

Resolution No. 06222020-200

**A Resolution Mandating the Wearing of Facemasks in Public
within the City of Montevallo**

WHEREAS, the Mayor and City Council of the City of Montevallo recognize the emergency declarations of the President of the United States and the Governor of the State of Alabama related to the spread of COVID-19 disease in our community; and

WHEREAS, COVID-19 is a disease caused by a novel coronavirus, previously unknown in humans, and causes upper-respiratory tract illnesses that can range from mild to severe, spread quickly, and may cause death, particularly in older adults and persons with certain chronic medical conditions; and

WHEREAS, the World Health Organization declared COVID-19 to be a global pandemic as of March 15, 2020; and

WHEREAS, states of emergency have been declared by the President of the United States, the Governor of Alabama, and the Mayor of the City of Montevallo, and continue to exist; and

WHEREAS, the Mayor and City Council find that an emergency of unprecedented size resulting from the natural cause of community spread of a novel human coronavirus disease, COVID-19, has occurred in the State of Alabama and numbers continue to increase throughout Shelby County; and

WHEREAS, as of June 19, 2020, Alabama has 28,583 identified cases of coronavirus, with 812 recorded deaths attributed to COVID-19; and

WHEREAS, the pandemic in Shelby County, where the City of Montevallo is located, continues to be of concern, most recently being rated by the Health Department as “Moderately High,” with 740 confirmed cases and 21 deaths; and

WHEREAS, the Mayor and Council recognize that it is critical to continue maintain 6-feet physical distancing to slow the spread of COVID-19, but that the additional use of simple cloth or other face coverings, as recommended by the Centers for Disease Control, can further aid in slowing the spread of the virus by reducing the chances of symptomatic and asymptomatic people transmitting the virus to others; and

WHEREAS, in reopening certain businesses, places of work, and venues and other activities in the City of Montevallo, it is in the best interest of public health for individuals to continue to use physical distancing and the additional precaution of face coverings or masks while in public contact with other persons; and

WHEREAS, it continues to be extremely important to protect individuals from contracting the virus; and

WHEREAS, members of households with vulnerable individuals need to use all reasonable precautions to avoid potential exposure to the virus; and

WHEREAS, numerous medical experts across the nation support the use of face coverings and masks to mitigate the spread of the virus; and

WHEREAS, importantly, the Mayor and Council recognize that this is not a partisan issue – it is a health issue - and find that it is in the best interest of the public peace, health, welfare, and safety, and to preserve the lives and protect the health and wellbeing of citizens of the City of Montevallo to require that masks, consisting of at least simple cloth face coverings, be worn by persons when interacting in indoor public spaces in the City of Montevallo or outdoor spaces when a 6 foot distance cannot be maintained.

SECTION 1.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council Mayor of the City of Montevallo that face coverings or "masks" shall be required in public places within the City to slow the spread of the novel coronavirus disease, known as COVID-19.

(a) **DEFINITIONS:**

Face covering or mask: A device to cover the nose and mouth of a person to impede the spread of saliva or other fluids during speaking, coughing, sneezing or other intentional or involuntary action. Medical grade masks are not required; coverings may be fashioned from scarves, bandanas or other suitable fabrics. The mask must cover the mouth and nose of the wearer.

Public place: Any place other than outdoor space, personal/private residences or motor vehicles.

(b) Face coverings or masks shall be worn at all times by persons over the age of two years old and who can medically tolerate doing so when in public places within the City of Montevallo where there are 10 or more people present. The requirement applies to employees, customers and clients of businesses within the City.

(c) Face coverings or masks shall be worn in outdoor spaces when there are 10 or more people within 6 feet of one another.

SECTION 2.

A face covering or mask is not required in the following settings and circumstances:

(a) When outdoors (granted there are less than 10 people and they are at least 6 feet apart);

(b) In the privacy of one's own residence or another's residence;

(c) Within one's own motor vehicle or another's motor vehicle;

(d) During individual outdoor exercise, for example, walking or jogging, but must be worn when encountering and interacting with groups of other people in a park or other public place. For the purposes of this subsection, "exercise" includes other forms of physical exertion, whether for recreation or work includes where unrestricted breathing is needed to perform the activity.

(e) Persons working alone in separate office spaces or in non-public workplaces where there is more than adequate physical distancing area, based on the size of and number of people in the space (indoors or out of doors) need not wear a face covering or mask at all times. However, such persons must be prepared to don and wear a face covering or mask when interacting with others in groups of 10 or more persons or in groups of any size where physical distancing of more than six (6) feet cannot be consistently maintained.

(f) Patients in examination rooms of medical or dental offices or clinics or hospitals where there is a necessity to examine or treat the mouth or nasal area, subject to the direction of the medical or dental professionals in charge of the office, clinic or hospital.

(g) When wearing a face covering or mask poses a greater mental or physical health, safety or security risk such as anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the cover without assistance, For purposes of this subsection, "safety risk" shall include external factors, such as, but not limited to, where wearing a face covering or mask may pose a risk to persons working on ladders or at height, wearing other respiratory protection, heavy physical exertion or operating heavy equipment or operating in an environment where a face covering or mask hinders communications. However, employers are encouraged to structure work to promote physical distancing and limit close contact as much as possible within in workplaces where face coverings or masks may pose such risks.

(h) When eating or drinking in public at a restaurant, bar or other food or beverage establishment operating under conditions required by the state health officer's order. A mask or face covering must be worn when entering and exiting any such establishment.

SECTION 3.

This Resolution shall become effective at 5:00 PM on Tuesday, June 23, 2020, and continuing until it is rescinded, superseded, or amended.

ADOPTED and APPROVED this 22nd Day of June, 2020.

Hollie C. Cost, Mayor

ATTEST:

Herman Lehman, City Clerk

In response to a request from Council Member Nix, the City Clerk explained that this resolution differs from an ordinance largely because it does not carry any penalties under local law.

Council Member Peterson said, regretfully, most people are not wearing a mask. Perhaps by taking this step, we will encourage more of them to do so. He then made a motion to approve the resolution. Council Member Herbert seconded. Council Member Nix ABSTAINED. ALL OTHERS VOTED AYE . . . MOTION APPROVED.

Mayor Cost said we will spread the word to our local businesses, so they are aware what is now required.

Citizen Participation:

Kirk Hamby addressed the Council. He said that speed bumps would not be a good solution to the speeding problem mentioned earlier. He suggested considering rumble strips.

He also informed the Council our side-mower is being repaired. We will cut the right-of-way along Hwy 203 as soon as possible.

Steve Gilbert noted rumble strips don't slow down traffic. The ones in front of his house just make a lot of noise.

Bobby Pierson asked about the procedure for renaming a street.

The City Clerk said it has to be approved by the Council, but can be very costly because it requires homeowners or businesses to change all of their letterhead, etc.

Mr. Pierson also said he hopes the Center for the Arts is completed soon. He also mentioned a problem on his curb where the city repaired that area a while ago., He said he hopes that can be fixed before the road is paved.

Frank _____ asked the Council to consider extending sidewalks all the way to Hwy 155.

David King said there were comments on social media about a protest in Montevallo later this week.

Mayor Cost said it is not a protest. It is peaceful march.

Mr. King said he supports everyone's right to march and express their opinions in a peaceful way. He was concerned, however, about the outside agitators noted on social media. Do we have a plan to address that?

Mayor Cost said we have no reason to believe there will be any agitators in Montevallo.

Chief Littleton said we have an operational plan in place to deal with whatever may come along.

Maggie Benson read the remainder of the Facebook comments as include earlier in the Minutes.

Not a traffic camera. It is a tag reader to assist us in apprehending vehicles on a watch list or whatever.

The resolution will be in place until the health department says its okay to lift it.

There being no further business, Council Member Nix made a motion to adjourn. Council Member Peterson seconded. The meeting ADJOURNED at 7:20 p.m.

Submitted by:

Herman Lehman
City Clerk