

MINUTES

**Montevallo City Council Work Session
 May 28, 2019
 5:30 p.m. at City Hall
 (Rescheduled due to Memorial Day Holiday)**

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

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

In the absence of Chief Littleton, Mike Wilder, Code Enforcement Officer, presented the following report:



**Montevallo Police Department
 Code Enforcement Activity Report**

Date: 05/28/2019	Inspection Period 05/14/2019	Inspection Period 05/28/2019
Inoperable Vehicle Inspections:		
Inspected: 2	Pending: 1	Closed: 1
Animal Complaint Inspections:		
Inspected: 5	Pending: 4	Closed: 1
Abandoned Building Inspections:		
Inspected: 3	Pending: 3	Closed:
Property Inspections:		
Inspected: 10	Pending: 3	Closed: 7
Miscellaneous Complaints:		
Inspected: 3	Pending:	Closed: 3
Inspected: <i>[Signature]</i>	Total Inspections this Period: 23	Total Inspections Year to Date: 135



Montevallo Police Department Code Enforcement Activity Report

Inspections this Period:

- * 80 Salem Road - dog subject to cruel mistreatment - due to 2 or 3 foot chain. dog looks fairly healthy & has water and is being fed. - wrote warning ticket.
- * 110 Cambridge Cir. - Overgrown - left warning ticket - Due date: 4 June 2019
- * 1024 Pilgrim Way - couch and debris in ravine - Wrote warning ticket.
- * 110 Samford Street - Will bring before the council for resolution of Public Nuisance.

Inspections Pending Continued from Last Period:

- * 171 Oxford Circle - some of the trash and debris has been moved around - sent certified mail.


Cases Closed this Period:

- * 180 Oxford Circle - yard mowed.
- * 171 Hidden Trace - back patio cleaned of trash and debris.
- * 1024 pilgrim Ln - couch and debris removed.
- * 80 Salem Road - Owner replaced the chain which now extends 10 feet.

Other Comments:

- * I am constantly checking the front row of Lucky's parking lot for dealers who are using the lot as an extension of their business. I have dealt with two dealerships who have removed and/or discontinued any sales of their vehicles.

In addition, Mr. Wilder presented the recommendation of the Abatement Board to establish liens for work done on the following:

CITY OF MONTEVALLO ABATEMENT BOARD REPORT	
541 MAIN STREET, MONTEVALLO AL 35115	
5/1/2019	
Mike Wilder City of Montevallo Abatement Board Report 541 Main Street, Montevallo AL 35115	
Montevallo City Council and Mayor Hollie Cost 541 Main Street, Montevallo AL 35115	
To the Honorable Members of the City Council and Mayor Hollie Cost	
On Monday, 29 April 2019, the Montevallo Abatement Board met and unanimously voted to accept the cost presented for the demolition and other costs incurred for the following Properties:	
(1)	125 Dauphin Way: <u>\$3,840.40</u>
(2)	135 Dauphin Way: <u>\$3,211.28</u>
(3)	161 Commerce Street: <u>\$6,749.16</u>
(4)	230 Commerce Street: <u>\$2,257.28</u>
<u>Total Assessed Cost: \$16,058.12</u>	
(Included in the cost of demolition are costs for postage and certified mail.)	
The Montevallo Abatement Board would like to report the above costs to the Montevallo City Council, so that the council can adopt a resolution fixing the cost incurred for the demolition and removal of said properties and assess the cost against the properties.	
Thank You,	
	
Mike Wilder Code Enforcement Officer City of Montevallo Abatement Board Report	

Mr. Wilder also noted that the weeds at 110 Samford Street are high and needs to be added to the abatement list.

Kirk Hamby, Director of Public Works, said his crews are working to keep the plantings at the welcome signs watered, included the new flower bed at Nabors and 119, as well as at the library. He also noted that they raised 75 U.S. flags over the weekend which will adorn our streets until after July 4th. He reminded everyone of the recycling related deliberative forum at American Village Thursday from 6-8 PM.

Council Member Peterson reminded everyone of the ValloCycle meeting on June 13th.

Council Member Nix reminded everyone of the Senior BBQ set for the weekend after July 4th. Also, he noted our Police Explorers held a fundraiser golf tournament at the Golf Course two weeks ago and that it helped them raise a lot of money.

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

Library Director's Report Notes

City Council

May 13, 2019

- Submitted Dollar General Youth Literacy Grant
- Professional Meetings
 - o Attended Library Legislative Day at the state capitol
 - o Attended Shelby County Directors meeting on 4/16; attending again on 5/21
 - o Attended APLS Administrator meeting on 4/18
 - o Attending Regional Director's Meeting (APLS) in Selma on 5/14
- Current Projects
 - o Distributed Summer Reading Program calendar of events for children and teens (print and emailed to parents' listserv)
 - o New website
 - o Requesting money advance from City Council to purchase Story Walk materials to begin installation (\$4500, will be reimbursed by Foundation) (see attached quote)
 - Project has already been approved for reimbursement from the Foundation; we just need to purchase from the library budget to use tax exempt status
 - Requesting an advance of next month's budget so that we can purchase the materials and not overdraw our account
 - Reimbursement from the Library Foundation will be submitted as soon as possible
- Summer Help
 - o This summer we'll have help from two TRIO Upward Bound students through UM
 - o We'll also have an 8 week helper from the Alabama Department of Rehabilitation Service's Student Work Experience program
 - Local high school student interested in working in the library field
 - Salary will be paid by the state; we provide her with guided experience

- o Local teacher will volunteer this summer to help receive her certification to be a school library media specialist

Council Member Bunt informed the Council that Montevallo Elementary School will host a summer meal program again this year for breakfast and lunch.

Kayla Mitchell reported on behalf of the MJCC noting that Moonlight Movies is set for June 15th.

Mayor Cost asked Council Member Peterson to serve as Chair of the Finance Committee. The new council appointee will take over as Chair of the Sustainability Committee. She also suggested that the Council Finance Committee meeting scheduled for the following afternoon be cancelled. The City Clerk said he would post the cancelation.

Steve Gilbert, Director of the Chamber, said the rescheduled Golf Tournament went well. Their next luncheon is set for June 19th. He then discussed the Chamber's request to amend the MOU with the city. He said they budgeted, and spent accordingly, as if they would receive the full \$20,200 budgeted by the Council for the Chamber in October. Rather than receiving an amount prorated to the term of the MOU, they are asking for a full year's payment.

Bill Glosson, Chair of the Montevallo Historic Preservation Commission, said they are waiting to train their new members until the Council fills the remaining slots on the board.

Kirk Lightfoot, Chair of the Montevallo Main Street Design Committee, addressed the Council regarding a proposed banner project to honor our veterans. He said there would be no cost to the City for this program.



Montevallo Main Street Banner Program

Remember a Veteran in your family by purchasing a banner.

Banners will be located in prominent areas in and around Montevallo, and will be displayed during the months of May (Memorial Day), July (Independence Day) and November (Veterans Day).

To have your Veteran represented, please **fill out the form below** and submit along with \$300 and a high resolution (1500x1200 pixels or 9MB, or 5x7 size) military photograph. *Orders must be received by August 31.*

VETERAN'S NAME: _____

RANK: _____

SERVICE BRANCH: _____

YEARS OF SERVICE: _____

Contact Person: _____

Phone: _____

E-mail: _____

Make checks payable to Montevallo Main Street and mail to 541 Main Street, Montevallo, AL 35115. You may also hand deliver to Montevallo City Hall.

For more information, contact Montevallo Main Street at (205) 665-2555 ext. 106 or email mainstreet@cityofmontevallo.com.

Banners are guaranteed for 3 years of display. At the end of that time, they will be returned to the purchaser.

This is a project of Montevallo Main Street.
A portion of the purchase price will be contributed to the American Village Veterans Living Legacy.

Mayor Cost thanked Mr. Lightfoot and his committee for all of their hard work on this and other projects they do for our city.

Council Member Bunt asked if they had permission to use the service branch logos. Mr. Lightfoot said he would check to make certain before they printed any of the banners.

Mayor Cost introduced her new Administrative Assistant – Maggie Benson. The Mayor then reviewed the remaining agenda items with the Council.

The City Clerk explained the request to hire the RPC to update our Comprehensive Plan. He noted that the County said they are willing to help us again this time, but that they were clearly overwhelmed and not able to get to it anytime soon. As such, even though there is a cost involved, he recommended using the RPC.

Council Member Nix suggested that we should stick with the County.

Montevallo City Council Meeting

May 13, 2019

6:00 p.m. at City Hall

(Rescheduled due to Memorial Day Holiday)

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

Pledge of Allegiance**Meeting Call to Order**

Mayor Cost called the meeting to order at 6:01 p.m.

Approval and/or corrections of the minutes - 5/13/19

Council Member Bunt made a motion to approve the Minutes from May 13, 2019 as presented. Council Member Goldsmith seconded. Council Member Peterson Abstained. ALL OTHERS VOTED AYE . . . MOTION APPROVED.

Recognitions / Awards: NONE

Opportunities for citizens to speak to the Council:

Nancy Wilstach addressed the Council expressing her opinion that Bill Glosson is the most qualified candidate to fill the vacant council position. In any event, she suggested that whomever the Council chooses should not have their livelihood dependent upon the University. She also suggested that before updating our Comp Plan and Zoning Ordinance that we properly enforce the ones we have.

Susan Godwin said she is concerned with visual pollution. However, she said the proposed veterans banners are very tastefully designed and would not be a blight on our streets.

Committee Reports and Consideration of Bills:

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

Mike Wilder made the following recommendation to abate the weeds at 110 Samford Street:

Abatement of Grass & Weeds - Pg^r of
110 Samford Street

If No Owner Action:

☞ *Set Meeting With City Council:*

Date: 28 May 2019

The city council shall determine whether the weeds, surplus grass, or other unwanted vegetation growing upon a street, sidewalk or private property are a public nuisance, and shall declare the same by resolution...

☞ *Copies for Herman for Council Meet:*

Council Meeting for Resolution

☞ *Date of Meeting: 28 May 2019*

☞ *Council's Decision:*

—

Notice of Hearing Date

☞ *Hearing Date: 8 July 2019*

☞ *Certified Letter:*

Name: _

Add: _

—

☞ *Publish in Newspaper Once a week for two weeks:*

(At least 14 days prior to Hearing)

Abatement of Grass & Weeds - Pg of
110 Samford Street

☞ *Post Two Signs on Property:*

(Wording: minimum of one inch height) At least 7 days before Hearing.

Council Meeting for Hearing

☞ *Date: _*

☞ *Council's Decision:*

Decision Posted:

(Give 30 days)

☞ *Date: _*

☞ *Certified Letter:*

Name: _

Add: _

—

Council Member Nix made a motion to set the hearing date for the proposed abatement of weeds for 110 Samford Street on July 8, 2019. Council Member Goldsmith seconded. ALL AYES . . . MOTION APPROVED.

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) – Discussed earlier.

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

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

Consent Agenda: NONE

New Business:

Authorization to enter into a contract with the Regional Planning Commission of Greater Birmingham to facilitate the update the city's Comprehensive Plan beginning in October 2019. Total project cost is \$124,828.57 with the city paying a match of \$24,965.71, with the remainder coming from federal funds.

Council Member Nix once again suggested that we use Shelby County to provide this service, especially since we already pay them to provide our Development Services.

Mayor Cost said she will contact Shelby County to see if and when they may be available to assist us with this project, should the Council decide to go that direction.

Authorize bid of garbage collection services effective October 2019

City of Montevallo

INVITATION TO BID

CONTRACT FOR RESIDENTIAL GARBAGE COLLECTION & DISPOSAL**DATE: JUNE 1, 2019****INSTRUCTIONS TO BIDDERS**Receipt and Opening of Proposals

The City of Montevallo (hereinafter referred to as the "City") invites and will receive proposals on the forms attached hereto from bidders interested in providing residential garbage collection and disposal services for the City of Montevallo. A mandatory pre-bid conference is scheduled for 2:00 p.m. on June 20, 20219 at City Hall, 541 Main Street, Montevallo, Alabama 35115. The City will receive bids at the office of the City Clerk, Montevallo City Hall, 541 Main Street, Montevallo, Alabama, 35115 until 3:00 p.m. on Friday, July 12, 2019, at which time the bids will be opened. The lowest responsible bidder will be considered at 6:00 p.m. on July 22, 2019 at a meeting of the Montevallo City Council at Montevallo City Hall. The City Council maintains the right to reject any and all bids at their discretion.

Bidders must submit sealed envelopes containing the proposals addressed to The City of Montevallo and plainly marked, "Proposal for Residential Garbage Collection & Disposal".

Telephonic, Telegraphic, Email or Facsimile Submissions Will Not Be Accepted and Will Be Considered Invalid and Will Not Receive Consideration.

Questions concerning the bid should be directed to Kirk Hamby, Director of Public Works – khamby@cityofmontevallo.com; 205-337-9222.

This AGREEMENT (“Agreement”) made and entered into on the _____day of _____2019, by and between the City of Montevallo, Alabama a political subdivision of the State of Alabama (“City”) and _____, (“Contractor”).

RECITALS

WHEREAS, the City of Montevallo, Alabama recognizes that it is wise and desirable that adequate provision be made for regular and efficient collection of non-infectious solid waste, garbage and domestic rubbish (as defined in Solid Wastes and Recyclable Materials Management and codified in §22-27-1 *et seq.* of the *Code of Alabama*, as amended) and termed refuse in the Shelby County Board of Health regulations governing the collection, storage, transferring and disposing of solid waste) in the corporate limits of the City of Montevallo, including future annexations, in order that the health of the citizens of the City be protected and the general welfare of the City be advanced; and

WHEREAS, the Contractor has applied to the City for a franchise in the exclusive collection and disposal of such refuse, garbage, and domestic rubbish within the entire corporate limits of Montevallo, Alabama; and

WHEREAS, the City desires to grant this requested franchise under the authority of the State of Alabama, Solid Wastes and Recyclable Materials Management Act as codified in §22-27-1, *et seq.* of the *Code of Alabama*, as amended; and

WHEREAS, the City has adopted the necessary and proper resolution authorizing and directing its officers to bind itself by executing this Agreement.

NOW, THEREFORE, in consideration of these premises and for other good and valuable considerations, the receipt whereof is hereby acknowledged by each party hereto, and in consideration of the agreements and covenants contained herein, the City and the Contractor hereby mutually agree as follows:

I. **FRANCHISE GRANTED.** The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other necessary items to provide Residential Garbage and Trash Collection and Disposal, and to perform all of the work called for and described in the Contract Documents.

II. **CONTRACT DOCUMENTS.** The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate the same herein as fully as if set forth verbatim in this Contract:

- a. Contract Agreement;
- b. Proposal Form completed by the Contractor;
- c. Request for Bids;
- d. Advertisement for Bids;

- e. Instructions to Bidders and specifications set forth therein;
- f. Bid Bond;
- g. Performance Bond;
- h. Certificates of Insurance; and
- i. Any addenda or changes to the foregoing documents agreed to in writing by the parties hereto.
- j. Contractor Financial Statement
- k. Certificate of Good Standing from the State of Alabama
- l. Contractor Experience and Municipal References
- m. Pricing Sheet

III. DEFINITIONS. The definitions as set forth in the Solid Wastes and Recyclable Materials Management Act, as codified in §22-27-1, *et seq.* of the *Code of Alabama*, and any amendments thereto, and the solid waste regulation now or hereinafter adopted by the Shelby County Health Department are hereby incorporated herein by reference.

IV. AREA AND COMPLIANCE WITH APPLICABLE LAWS.

- A. The Contractor shall have the right and responsibility to collect solid waste from single family dwellings in the entire corporate limits of Montevallo, Alabama (“service area”). The contractor shall not collect solid waste from businesses, apartments, condominiums or trailer parks within the City unless they have been approved as paying customers of the city. They shall collect non-infectious solid waste, residential garbage and domestic rubbish (collectively referred to herein as “garbage”) from those owners (lesers and renters) on a regularly

scheduled basis as designated herein and further required from time to time by the City.

- B. Contractor shall comply with (i) the applicable solid waste legislation of the State of Alabama, and with all requirements thereof, (ii) the rules and regulations of the Shelby County Health Department, and (iii) the rules and regulations of the City of Montevallo which are in existence during the term of this Agreement. In addition, all bidders shall comply with the Federal Motor Carrier Safety Regulation issued by the U. S. Department of Transportation, Federal Highway Administration.

V. EQUIPMENT AND CARE REQUIRED THEREOF.

- A. In the collection and transportation of solid waste, the Contractor shall use trucks of the packer-type or other vehicles within four years of the current model year and as approved by the City and the Shelby County Health Department. Each truck shall have the name of the Contractor marked on its doors (or some other place approved by the Health Officer), with letters not less than three (3) inches high. All garbage collection equipment shall be cleaned, maintained, and stored in a manner approved by the City of Montevallo and/or the Shelby County Health Department. The cleanup of any and all fluid leakages shall be the sole responsibility of the Contractor. The Contractor shall have a sufficient number of the trucks required herein necessary to accomplish work to the satisfaction of the City of Montevallo.
- B. The cost of all equipment including, its operation, maintenance and upkeep shall be borne by the Contractor. The equipment shall be maintained at all

times to meet all existing safety regulations, including the Federal Motor Carrier Safety Regulations as specified herein.

- C. The Contractor shall provide, at the discretion of the customer and at no additional cost, a minimum of one (1) 95 gallon container for garbage items per residence. Containers shall have rollout wheels and a lid. The containers must be identical, new, or used containers in good repair and working order and subject to the City's designated official's satisfaction and approval. The Contractor shall be responsible for maintenance and repair of same. In the event the container is lost or stolen, the Contractor shall replace the first container free of charge to the customer. Any subsequent missing or stolen containers shall be replaced and may be billed to the customer at the contractor's cost.
- D. Sufficient equipment shall be provided to ensure uninterrupted service. Failure to furnish uninterrupted service as scheduled may subject the Contractor to the cancellation of this Agreement by the City under the terms set forth herein.

VI. COLLECTION SERVICE AND APPROVED CONTAINERS.

- A. Residential I – The Contractor shall collect garbage, once per week, from every single family dwelling or other customer within the service area. Residential garbage shall be placed by the customer/property owner at curbside or on a public road, readily accessible by the Contractor, during collection hours in one (1) 95 gallon roll-out cart for garbage.

- B. Residential II – The Contractor shall collect garbage, once per week, from each single family dwelling or other customer within the service area. Residential garbage shall be placed by the Customer/Property Owner at curbside or on a public road readily accessible by the Contractor during collection hours in two (2) 95 gallon totes.
- C. Holidays – Contractor shall not be required to collect garbage, trash, or recyclable materials on the eight (8) following holidays: New Year’s Day, Martin Luther King, Jr.’s Birthday, Memorial Day, Fourth of July, Labor Day, Veterans’ Day, Thanksgiving Day and Christmas Day. If a normally scheduled pick-up falls on one of the above holidays, residential collections shall be on the following work day.
- D. Hours – The collection described herein shall be accomplished between the hours of 7:00 a.m. and sunset, not to exceed 7:00 p.m., Monday through Friday. If inclement weather prevents a scheduled pick-up, such residential collections shall be on the next business day following the clearing of the weather.
- E. Back Door or On-Premises Collection – The Contractor will provide backdoor or on-premises collection (at the same rate as curbside) for customers with disabilities and for residential units where such service is required by covenants of restrictions applicable to said property. Customers with disabilities are eligible for backdoor or on-premises collection provided that all residents of the dwelling are disabled or are physically unable to place their garbage at curbside. All requests for backdoor or on-premises collection service shall be made in

writing to the City who shall inspect and certify the name and address of each Customer eligible for backdoor or on-premises collection

VII. SERVICE RATES AND BILLING RESIDENTIAL GARBAGE. All services to be rendered under this Agreement shall be paid by eligible property owners subscribing to such service.

Residential I Service \$_____per month collection fee

Residential II Service \$_____per month collection fee

The Contractor shall bill The City of Montevallo monthly for service. Billing and collection shall be the responsibility of The City of Montevallo.

As allowed by law and upon certification of hardship by the Shelby County Department of Human Resources or the Social Security Administration or physician's certification or affidavit, the City and Contractor shall provide such garbage to said residents at no cost to said Customer.

VIII. REFUSE FROM COMMERCIAL ACCOUNTS, INSTITUTIONAL ACCOUNTS, ETC. In general, waste collection from any commercial, institutional or multifamily housing facilities, etc., is not addressed within the franchise and is not eligible for service thereunder. These facilities may negotiate with various collectors for their required services.

IX. CONTRACTOR TO PROVIDE DUMPSTER SERVICE TO CITY-OWNED FACILITIES. Contractor agrees to provide, free of charge, weekly dumpster and/or cart collection service to all city-owned facilities, including but not limited to: City Hall, City Shop,

Parnell Library, Montevallo Recycling Center, Fire Stations # 1 & 2, Orr Park, Montevallo Golf Club, Dailey Park, Shoal Creek Park, Senior Center / Recreation Center, and Stephens Park.

X. ADJUSTMENT OF FEES AND CHARGES. Any adjustments to rates

set herein shall be subject to approval by the City of Montevallo. The City of Montevallo reserves the right to hold public hearings to consider such adjustments. The Contractor shall make a rate change request in writing to the City of Montevallo 60 days prior to the anniversary date of this Agreement and shall set forth the reasons therefore within such request. Any approved change in fees and charges shall be incorporated in a resolution adopted by the City of Montevallo and shall result in a written amendment to this Agreement which shall be signed by both parties hereto.

The rates set forth herein are subject to increase on an annual basis beginning October 1, 2022 by a percentage not more than the percentage of increase in the Consumer Price Index for all Urban Consumers, (CPI-U U.S. Average, All Items) using October 1, 2020 as the base period from which increases will be calculated. Increases shall be subject to a three percent (3%) cap annually. The City's designated staff member shall submit to the City during July of each year a request, if received from the Contractor, to increase the rates based on the Consumer Price Index (CPI-U). In the case the Contractor makes a request for an increase in rates and the City of Montevallo determines that an audit of the Contractor's books should be made, the Contractor shall pay the cost of such audit. Nothing in this Agreement shall permit or allow the Contractor to assess a fuel surcharge to the City of Montevallo.

XI. QUALITY OF SERVICE.

A. Office and Telephone

The Contractor shall maintain a toll free telephone number to be manned Monday through Friday, 8:00 a.m. to 5:00 p.m., except for holidays, to handle customer inquiries and complaints. The Contractor shall maintain, at its cost, a telephone listing in its business name in the local telephone directory (white and yellow pages) and it shall provide full-time live assistance (not recorded) answering service during normal business hours for those customers who need to contact Contractor.

B. Contractor's Personnel

1. The Contractor shall use only personnel who are qualified to perform the work required herein and shall require its employees to serve the public in a conscientious manner. The Contractor shall furnish to the City a route sheet as well as and the collection day of all residential accounts serviced by the Contractor. The Contractor shall notify the City and the customer in writing of any changes in service prior to the effective date of the change. No changes shall be made in service unless coordinated with a billing cycle.

2. The Contractor agrees that the Contractor will permanently assign a driver to each route within the City and leave said driver on that route unless said driver is promoted, transferred to another operating location not servicing the City of Montevallo, terminated, disciplined or requested to be removed by the City from the route.

3. Contractor shall provide and maintain adequate and competent supervision during the progress of the work contracted for under this Agreement with an on-site supervisor who will be in charge of the work to represent the Contractor, and all directives given to him by the City when in accordance with the provisions of this contract shall be binding upon the Contractor.

XII. DISPOSAL FEES. The Contractor shall dispose of all garbage and domestic rubbish (including recyclable materials) at the Material Recycling Facility (MRF) at 1551 Louisville St., Montgomery, Al 36104 (334.356.5821) operated by Repower South, or a comparable facility to be approved by the City. Such MRF must be approved by the Alabama Department of Environmental Management and dispose of any and all materials which cannot be recycled at an ADEM approved landfill or recycled/reused/repurposed by other appropriate means. The Contractor shall pay all fees and assessments established by Repower South, or any approved MRF, for such disposal.

XIII. CONTRACT COMMENCEMENT; TERMINATION DATE; AND RENEWAL

A. This contract will commence on Start Date, and expire on Completion Date, subject to any restrictions, limitations, and conditions placed on the City's contractual authority under Alabama state law. It is acknowledged by both parties hereto that this Agreement is related to the performance of a governmental function of the City of Montevallo and is burdened with the law applicable thereto, including that law pertaining to the power to contract.

- B. The City of Montevallo or Contractor, without cause and following two (2) year from the effective date of this original Agreement, may terminate this Agreement upon a 90-day notice by certified mail or hand-delivery to the other party.
- C. Contractor must hold a current permit issued by the Health Officer of Shelby County, City of Montevallo, and all other pertinent jurisdictions for the term of this Agreement and any subsequent renewals thereof. This permit and this Agreement shall authorize the Contractor to collect garbage and solid waste on a regularly scheduled basis within the service area.
- D. Providing that the Contractor has fulfilled all obligations under this Agreement, this contract may be renewed by mutual consent of both parties for an additional three year term. Notice of desire to renew Agreement shall be furnished in writing by Contractor to the City at least ninety (90) days prior to the end of the term of this Agreement.

XIV. INSURANCE.

- A. The Contractor shall maintain workman's compensation insurance during the life of this Agreement for all of its employees.
- B. The Contractor shall maintain also, during the life of this Agreement, such public liability, general liability and property damage insurance as shall protect its agents, servants, employees and any approved sub-contractor performing work covered by this Agreement, from claims for damages for personal injury, including accidental death, as well as claims for property damages which may

arise from operations under this Agreement, whether such operations be by itself or by any sub-contractor, or by anyone directly or indirectly employed by either of them.

- C. For the purpose of the Agreement, the Contractor shall carry the following types of insurance in at least the limits specified as follows.

<i>Coverage</i>	<i>Limits of Liability</i>
Workman's Compensation	Statutory
Employer's Liability	\$1,500,000 Each Occurrence
Commercial General Liability Bodily Injury Liability	\$1,500,000 Each Occurrence (Except automobile)
Commercial General Liability Property Damage Liability	\$1,500,000 Each Occurrence (Except automobile)
Automobile Bodily Injury and Property Damage Liability therefrom	\$5,000,000 Each Occurrence
Property Damage Liability	\$5,000,000 Each Occurrence
Excess Umbrella Liability	

- D. The Contractor shall furnish the City of Montevallo satisfactory proof of the insurance required herein with an insurance company acceptable to the City upon the execution of this Agreement, and the City shall be named as an additional insured party in such policies.

XV. PERFORMANCE BOND.

- A. The Contractor shall furnish to the City of Montevallo a performance bond or irrevocable bank letter of credit for the faithful performance and obligations of this Agreement in an amount equal to one year of annual revenue derived by Contractor from this Agreement. Premiums for the bond described herein shall be paid by Contractor.
- B. Said performance shall be executed by a surety company licensed to do business in the State of Alabama.
- C. A letter from the bonding company or bank shall be attached to the Agreement stating that Contractor can obtain said performance bond or letter of credit. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of the power of attorney attached thereto. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond(s).
- D. The bonding company will be responsible for Contractor's default in the event the Shelby County Health Officer determines that the Contract should be cancelled in accordance with Section 22-27-5(a) or default is determined by the City of Montevallo in accordance with Section XX of this Agreement.

XVI. ASSIGNMENTS AND SUBCONTRACTORS. This Agreement or any

portion thereof shall not be assigned by the Contractor without the prior written consent of the City of Montevallo. No part of this Contract shall be sublet without the prior written approval of the City of Montevallo.

XVII. RECORDS.

- A. The Contractor agrees to maintain accurate records of business in the manner and form established and/or approved by the City of Montevallo.
- B. The Contractor further agrees to make available to the City the inspection of the books, the records, and the accounting during normal business hours as provided in Section XI, including but not limited to monthly updated customer list and route sheets, in order of pick up, and clearly identifying the customer to be serviced and the day of pick up.

XVIII. INDEMNITY CLAUSE.

- A. The City of Montevallo shall not be liable to the Contractor for any claims of damages, which may arise on account of the exercise by the contractor of the right herein granted.
- B. The Contractor shall protect and save the City and its agents, servants and employees harmless from any damages to any person or property that may occur in the performance of this Agreement, including but not limited to, willful act of the Contractor, its agents, servants or employees, or through improper or defective machinery or equipment used by the Contractor or its agents, servants or employees and from any suit or judgment or other thing whatsoever that

shall occur in such negligent or willful performance or arising out of a breach of this Agreement by Contractor, including any claims, defects, objections, liens, encumbrances, damages, or costs of suit together with reasonable attorney's fees.

XIX. PENALTIES.

- A. The Contractor shall make every reasonable effort to provide high quality service and have no unresolved complaints.
- B. Because of the costs incurred by the City in administering and responding to unresolved complaints and unfulfilled requests, the Contractor shall pay to the City the sum of Two Hundred Dollars (\$200.00) for each complaint or request not satisfied by the Contractor within 72 hours after receipt of notification thereof by the City.
- C. If there are more than two (2) complaints at the same residence within the same month, the City may double the penalty to Four Hundred Dollars (\$400.00) at the City's discretion, notwithstanding the 72-hour time period.
- D. The Contractor shall be notified by the Office of the Mayor of Montevallo, Alabama.
- E. Penalties shall apply to garbage, trash, and cart delivery.

XX. DEFAULT.

- A. In the event the Contractor fails to perform the work as described in this Agreement or neglects or refuses to comply with any of the other provisions of this Agreement, or in the event the Contractor willfully, knowingly, or repeatedly violates any rules and regulations of the City, or any of the laws of the State of Alabama or any rules or regulations of the Health Department, now or hereinafter enacted pertaining to the collection, removal or disposal of garbage, trash or refuse, the City may give notice of such failure to the Contractor at its local office address by first class mail or hand delivery.
- B. The failure of the Contractor to remedy or correct such unsatisfactory condition with ten (10) days from the date of mailing or hand delivery of such notice, shall constitute a default herein, and shall constitute legal basis for the City of Montevallo, at its option, to terminate this Agreement effective immediately.
- C. In the event of the termination of this Agreement and in the event the City is required to initiate litigation to enforce any of its rights under and by virtue of this Agreement, the Contractor hereby agrees that if the City prevails it will reimburse the City for all costs, fees and expenses including reasonable attorney's fees incurred by the City in any such undertaking.
- D. The termination of this Agreement shall not relieve the Contractor of the responsibility from any damages, which the City may incur by reason of such default.
- E. In the event that the performance by the Contractor of any of its obligations or undertaking hereunder shall be interrupted or delayed by an act of God or common enemy as result of war, riot, civil commotion (strike or labor unrest), or

sovereign conduct or any other event beyond its reasonable control, then it shall be excused from such performance for the duration of such disturbance.

- F. The Contractor hereby agrees that in the event of such termination, interruption or delayed service, at the option of the City, all trucks, machinery and equipment utilized by the Contractor in the performance of this Agreement shall thereupon be delivered to the City and may be used by the City for a period of 180 days without cost or charge from the date of such termination, interruption or delayed service.

XXI. NONDISCRIMINATION. During the performance of this contract the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or veteran status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or veteran status. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further municipal contracts.

XXII. SEVERABILITY. If any one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions of this Agreement shall not be affected thereby.

XXIII. ENTIRE AGREEMENT. The terms and provisions contained herein constitute the entire agreement between the parties and shall supersede all previous communications, agreements, and proposals between the parties hereto with respect to the subject matter of this Agreement.

IN WITNESS THEREOF, the City of Montevallo has caused this Agreement to be signed by the Mayor of the City of Montevallo, Alabama and the execution of this Agreement to be attested by its City Clerk, all of whom have been duly authorized to do so by virtue of a resolution duly passed by the City Council of the City of Montevallo on the _____ day of _____, 2019. The Contractor has caused this agreement to be executed in its name by _____, by its _____, and has caused its corporate seal to be hereto affixed, all on the day first hereinabove written.

CITY OF MONTEVALLO, ALABAMA

ATTEST:

City Clerk

Mayor City of Montevallo

CONTRACTOR: _____

BY: _____

ITS: _____

NOTARY CERTIFICATE FOR CITY OF MONTEVALLO, ALABAMA

Before me, the undersigned authority, a Notary Public in and for the said County and State on this day, personally appeared -----, Mayor of the City of Montevallo, Alabama and -----, City Clerk for the City of Montevallo, Alabama _____, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same in the capacity therein stated and with full authority therefor.

Given under my hand and seal of office, this ____ day of _____, 2019.

Notary Public in and for the state of Alabama

My commission expires: _____

NOTARY CERTIFICATE FOR CONTRACTOR

Before me, the undersigned authority, a Notary Public in and for the said County and State on this _____ day, personally appeared _____, as _____ of _____ and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same in the capacity therein stated and with full authority therefor.

Given under my hand and seal of office, this _____ day of _____, 2019.

Notary Public in and for the state of Alabama

My commission expires: _____

EXHIBIT A**SERVICE RATES AND BILLING RESIDENTIAL GARBAGE.**

All services to be rendered under this Agreement shall be paid by eligible property owners subscribing to such service.

Residential I Service \$_____per month collection fee

Residential II Service \$_____per month collection fee

Exhibit B**Bid Bond**

The Bidder further declares that accompanying this proposal is a certified check or satisfactory bid bond in the sum of ten percent (10%) of the first twelve (12) months contract value and it is hereby agreed that in case of withdrawal of this proposal without the consent of the City within sixty (60) days after the bid opening or that in case of failure on the part of the undersigned to execute the contract as aforesaid and to deliver same and the required security for the faithful performance of the contract (executed in the form annexed hereto) to said City within ten (10) days from the date a notice of acceptance of the bid response is given to the undersigned personally, or by mail to be addressed as herein stated, then the undersigned Bidder will be deemed to have abandoned the contract, and thereupon the amount of such check or bond shall be absolutely due and payable thereunder to the City.

Company Name (Bidder): _____

Authorizing Signature: _____

Title: _____

Bidder's Address: _____

Bidder's State License Number: _____

Note: If the Bidder is a corporation, give the following information:

State in which it is incorporated: _____

Address of Principal Office: _____

Mayor Cost said we are asking for the Council's approval to rebid these services as previously described.

Council Member Nix asked if it is possible to take these services back in-house. Mr. Hamby said it is not, noting, among other things, it would require us to purchase three new garbage trucks and add additional staff.

Council Member Bunt asked if this proposal would limit us to using the MRF in Montgomery. The City Clerk explained that it asks for that MRF, or one with capabilities similar to that one, be used.

Council Member Peterson made a motion to approve the RFP. Council Member Bunt seconded. ALL AYES . . . MOTION APPROVED.

Authorize Mayor to submit a National Day of Service Grant Application in order to create a Dog Park at Shoal Creek Park to honor and possibly memorialize all service dogs used by first responders and military personnel. No match required.

According to Mayor Cost:

We've had an overwhelming number of requests from the community to build a dog park in Shoal Creek Park. In fact, if I recall correctly, the first request was from Gary Muehlbauer. In response, 2 university classes have done research on the possibility of building one. They've gathered budget information, looked at a variety of locations and have visited other dog parks for ideas. I've visited three of them myself . . .

I've identified a 9/11 day of service grant we can submit to fund the park in its entirety that does not require a match. My proposal would be to build the park in honor of service dogs in the military and for first responders. The "service" element of it would be volunteers who would assist with site preparation and ongoing maintenance.

The ideal site would be the southernmost end of the park near Cobblestone Apts, with the idea being we could put in an additional access road and small parking lot. This would keep the dogs relatively isolated from all of the other activities in the park but would allow access to the trails if visitors wanted to walk their dogs on leashes or for bike riders coming in that direction. We could and should also include temporary restrooms at that locations. Red Mountain Park uses that model.

I want to emphasize that the dog park would remain natural-no artificial turf or "play elements". Dogs don't really care about that stuff. We would fence in 3 areas:

- 1 ¾ acres for large dogs
- ¾ acres for small dogs
- 1/3 acres for older or injured dogs
- Include benches inside the fence around the perimeter for owners and to use as donor naming opportunities
- Must have a water source in each park
- Will have adequate signage as you will see on the attached video.

Goal: Develop a Dog Park at Shoal Creek Park to honor and possibly memorialize all service dogs used by first responders and military personnel.

Elements:

- Volunteers would initially be used to clear the land in preparation for the fencing, install benches, **fencing and signage where appropriate. Then provide ongoing support as needed.**
- Get Veteran's Cemetery, fire and police depts. involved.
- Funds would be used to purchase all materials needed for park (water line, fencing, signage, benches) as well as parking lot and access road.
- Include some plaque or memorial that lists names of dogs who passed away in the line of service.

Council Member Nix recommended that the grant be worded in such a way that the park could be built at Orr Park, should the Council desire.

Mayor Cost said her feeling was Shoal Creek Park made the most sense given the nature of the grant because of its close proximity to the Alabama National Cemetery and the American Village.

Council Member Nix suggested that leaving the location open-ended would give the Park Board time to offer their opinion on this matter.

Mayor Cost said this could be a problem with the grant request since she planned to ask for funding for a parking lot and access drive.

Council Member Nix said there are already parking spots at Orr Park.

The Mayor said she would see if the grant could be written with options on the possible location. Given that, Council Member Nix made a motion to authorize the Mayor to submit the grant request. Council Member Peterson seconded. ALL AYES . . . MOTION APPROVED.

Request from library to surplus and dispose of Asset #001095 – a giant CD holder tower.

Council Member Bunt made a motion to surplus and dispose of Asset #001095 as requested by Ms. Kitchens. Council Member Nix seconded. ALL AYES . . . MOTION APPROVED.

Old Business

Approval of sign placement at parks: The Council still had questions regarding the placement of several signs. It was suggested to have Mr. Baugh take the Council's concerns into consideration and make a determination regarding optimal placement in conjunction with Council Member Bunt.

Council Member Bunt made a motion to that effect. Council Member Peterson seconded. ALL AYES . . . MOTION APPROVED.

Board Appointments:

Request from Housing Authority to appoint John W. Simmer to the board 6/1/19 – 5/31/24.

CERTIFICATE OF APPOINTMENT

Pursuant to the provision of Section 8, Title 25, 1940 Alabama Code, Recompiled, and by virtue of my office as Mayor of the City of Montevallo Alabama, I hereby appoint John W. Simmer, to serve as Commissioner of The Housing Authority of the Town of Montevallo for a term of 5 years, effective June 1, 2019, and to expire May 31, 2024.

IN WITNESS WHEREOF, I have hereunto signed my name as Mayor of the City of Montevallo, Alabama, and caused the corporate seal of said City to be affixed hereto this _____ day _____, 2019.

Mayor

(Seal)

ATTEST:

City Clerk

CERTIFICATE OF MAYOR

I, the undersigned Mayor of the City of Montevallo, Alabama, hereby certify that the foregoing Certificate of Appointment was filed in the office of the Clerk of said Municipality on the ____ day of _____, 2019.

Mayor

CERTIFICATE OF CLERK

I, the undersigned, Clerk of the City of Montevallo, Alabama, hereby certify that the foregoing Certificate of Appointment was duly filed in my office. I further certify that said Appointee is not an official of aforesaid municipality.

This ____ day of _____, 2019.

City Clerk

Council Member Nix made a motion to approve the appointment as recommended. Council Member Peterson seconded. ALL AYES . . . MOTION APPROVED.

Request to appoint Hunter Watson to the ValloCycle Board –

Council Member Peterson made a motion to approve the appointment as recommended. Council Member Nix seconded. ALL AYES . . . MOTION APPROVED.

Mayor's nomination of Justin Lutz to serve on the Historic Preservation Commission –

Council Member Nix noted this recommendation did not come from the Commission. Mayor Cost said that was correct. However, the State Code gives the responsibility for making nominations to the HPC to the Mayor and Mr. Lutz is her recommendation.

Council Member Peterson made a motion to approve the appointment as recommended. Council Member Bunt seconded. Council Member Nix VOTED NO. ALL OTHERS VOTED AYE . . . MOTION APPROVED.

Nomination of one member to the to the County Board of Equalization – No decision was made.

Other Business

Appointment of a qualified elector to fill the open seat on the City Council, District 5 –

Mayor Cost announced that we are fortunate to have received letters of interest from two highly qualified candidates for the vacant District 5 Council position – Bill Glosson and Arthur Herbert.

Council Member Nix nominated Bill Glosson for the position, noting, among other things, his exemplary work as Chair of the Montevallo Historic Preservation Commission and his previous experience as a member of the Wilton Town Council.

Council Member Peterson nominated Arthur Herbert for the position, pointing out his service as Chair of ValloCycle.

Mayor Cost called for a second to either motion.

Council Member Goldsmith seconded the nomination of Bill Glosson. Council Members Nix and Goldsmith voted AYE. Mayor Cost and Council Members Bunt and Peterson voted NAY. The MOTION FAILED.

Council Member Bunt then seconded the nomination of Arthur Herbert. Mayor Cost and Council Members Bunt and Peterson voted AYE. Council Member Nix NAY, and Council Member Goldsmith ABSTAINED . . . MOTION APPROVED. Arthur Herbert was appointed as the new Council Member for District 5.

Mayor Cost thanked both of the candidates for offering to serve. She suggested that Mr. Glosson would make an excellent representative on the County Board of Equalization.

Council Member Bunt made a motion to approve the Main Street Veterans Banner project. Council Member Peterson seconded. ALL AYES . . . MOTION APPROVED.

Council Member Nix made a motion to approve the requested amendment to the Chamber MOU. Council Member Peterson seconded. ALL AYES . . . MOTION APPROVED.

State of Alabama

Shelby County

Contract Amendment

Be it hereby resolved that the Agreement between the City of Montevallo and the Montevallo Chamber of Commerce dated April 1, 2019 is hereby amended as follows:

The City hereby agrees to reimburse the Chamber for its efforts for the annual fee of \$20,200 which is to be paid annually, and will not be prorated for the 2018-2019 fiscal year.

All parties whose name and titles are signed below certify that they are legally empowered and authorized by their respective entities to execute this document.

Adopted and approved by the City Council of the City of Montevallo this the 28th day of May, 2019

For the City:

City of Montevallo, MAYOR Hollie C. Cost

City of Montevallo, City Clerk Herman Lehman

State of Alabama
County of Shelby

Subscribed, sworn to and acknowledged before me by, _____, this
the ____ day of _____, 2019.

Notary Public My commission expires:

For the Chamber:

Paige Wallace
President of the Board of Directors

Steve Gilbert
Executive Director

State of Alabama
County of Shelby

Subscribed, sworn to and acknowledged before me by, _____, this
the ____ day of _____, 2019.

Notary Public My commission expires:

Citizen Participation:

Bobby Pierson asked if the discussions regarding recycling meant there was a possibility
our garbage rates could increase. The Mayor said yes.

Andrea Eckleman asked if we are going to install water fountains at the park. The Mayor said we have ordered several fountains and would follow-up with Mr. Baugh on the status of that.

Steve Gilbert expressed his support for recycling in Montevallo. He also reminded everyone that the Farmer's Market starts next month.

Kirk Lightfoot informed the Council he received word that it is permitted to use military seals without formal approval.

Council Member Nix expressed his concern that three employees of the University of Montevallo voted to appoint a new member to the Council who also has financial ties to UM.

Mayor Cost stated that Mr. Herbert is not a UM employee, although his wife does work there. She said she was offended by the inference that just because someone is an employee of the University that their service to our community is any less valuable than that of others. No one serving on this council does so for some inappropriate reason.

There being no further business before the Council, Council Member Nix made a motion to adjourn. Council Member Peterson seconded. ALL AYES . . . MEETING ADJOURNED at 6:50 p.m.

Submitted by:

Herman Lehman
City Clerk