

MINUTES

Montevallo City Council Work Session

April 13, 2020

5:30 p.m. at City Hall

Mayor Hollie Cost, Council Member Rusty Nix, Council Member Arthur Herbert and Council Member Jason Peterson were in attendance. Council Member Willie Goldsmith was absent. Council Member Tiffany Bunt joined by Zoom (she did not vote or get counted toward the quorum).

Mayor Cost called the Work Session to order 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.

Police Chief Littleton said the city opened its safe places during the storm last night. He said everything with his department is going as well as can be expected during this time.

Chief Brad Davis said everything is going well with the Fire Department, as well. He said there were a few residents who came to the safe places last night. We had 105 calls total for March. 63 of those were EMS related.

Mayor Cost said she appreciates everything our police and fire departments are doing, particularly with their efforts to provide our citizens a safer place to go during tornados.

Council Member Herbert informed the Council that the Arbor Board and ValloCycle meetings have been canceled. He asked about our tree order for replanting.

Mayor Cost said it may be too late in the planting season to plant the tress now.

Council Member Herbert informed the Council that Olivia Barone, our Sustainability Coordinator, has secured a location at CVS for another bike rack.

Ms. Barone said we are just waiting for Commute Smart to come out and install it. She also reported we have collected 170 lbs. of recyclable plastic films. We had to stop collecting the films at the grocery stores because the bins were being contaminated with rubber gloves.

UM's Capstone Class will present the findings of their study at the next Council meeting. She encouraged anyone who had not yet completed their on-line survey to do so.

Trade Days will be cancelled. 25,000 visited our Facebook post regarding the event. Whenever we are able to reschedule it, it should draw a lot of people to Montevallo.

Kirk Hamby, Director of Public Works, said we dodged a bullet with the storms yesterday. We only had a few small limbs down. Other than that, his crews are staying busy with day-to-day operations. No one is sick at this point. He has two vacancies in his department which will not be filled until we get through this crisis.

Council Member Herbert noted that Bulldog Bridge has been repaired, thanks to Mr. Hamby's crew. He said this is an asset which is used regularly by folks in that area.

Mayor Cost noted that Shane Baugh actually fixed the bridge. We also sent a letter to Mr. Sears requesting that he do no additional harm to the bridge.

Shane Baugh, Director of Parks & Recreation, said the Senior Center is continuing to serve meals to our seniors. They deliver a week's worth of frozen meals one day a week. Our employees are only at the center on delivery day.

All youth sports activities are cancelled, and refunds have been issued.

Council Member Nix noted that the trails at Orr Park and Shoal Creek Park are getting a lot of use. Most people appear to be following the 6-foot social distancing requirements.

The Golf Course is closed. However, we still have crews working to keep it in good shape. We had a lot of players out there prior to our closure.

The Planning Commission will meet at City Hall Thursday night at 6:00. They will be considering the two proposed Dollar General Store site plans.

Council Member Bunt reported through Zoom that she really did not have much to report. All our local schools are closed.

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

- The library is currently working on launching a new online-only reading program to encourage kids and teens to read while at home in an effort to combat learning loss.
- We expanded our e-book access and relaxed restrictions so that more people can read from home
- Staff is posting storytime videos every week
- We relocated the router to provide Wifi in the library parking lot (as long as people stay in their cars)
- We are actively maintaining an online presence, including a few online-based programs
- We sent 14 bags of books for our senior citizens to be delivered with their meals.

Mayor Cost pointed out that UM is donating food from their cafeteria to SEA for their local food bank.

Sarah Hogan said they continue to work from home. They've submitted their budget request for next year's grant funding.

Council Member Bunt suggested everyone follow Montevallo Connections and the pages on Facebook for our schools in order to keep informed about school plans.

Council Member Peterson noted the MDCD cancelled its meeting for earlier that day.

Courtney Bennett, Director of Montevallo Main Street, encouraged everyone to continue to shop locally. We need to support our businesses as much as we can. Most of our restaurants are now offering curbside service.

She said she is working with other Main Street communities to figure out more ways to support our local businesses. We are also sharing a lot of information with our businesses on the federal funding programs which are out there.

The City Clerk said we are still assessing the potential impact the current crisis will have on our city finances. So far, our revenues have remained largely in-line with what they were last year. We expect those numbers to begin to change in April and May. May in particular should give us a sense of where we will end up this fiscal year, and what steps we may need to take to adjust for the changes in the economy.

Mayor Cost pointed out she convened an Economic Sustainability Task Force to develop recommendations on how we can all work together to make it through these difficult economic times. We are fortunate that everyone in our community is working together on this issue.

Council Member Herbert commented that he really likes the bill summary report.

The City Clerk said that was done so the Council could see the bills being paid without having to receive a copy of every bill. He said he can add that report along with the paper copies even after we get through this crisis, if the Council likes having that information.

Mayor Cost then briefly noted the additional Agenda items:

2020 Child Abuse Prevention Proclamation -

Approval of ALDOT Project STPAA-0025(557) paving and widening of Hwy 25 from Bibb County to CR-72 -

Approval of \$20 (one month) Garbage Refund – John Wilson

Approval to add Police Laptops to Computer Service Agreement - \$1,038/ Monthly;
\$74.20/per device

Request from Tom Bagley – Ammersee Lakes Paving – The City Clerk noted he spoke with Mr. Bagley earlier in the day and that Mr. Bagley asked this item be delayed until a future meeting so he could revise his request before the council.

Government Capital Financing Agreement -

Mayor Cost noted the addition of the Mahler House construction bid under Other Business.

The City Clerk explained the proposal. These are based on what was previously presented to the Council. Once the Council approves, we will set the date and go out to bid. The Council does not have to approve the bids if they are too high, or for any other reason.

Montevillo City Council Meeting

April 13, 2020

6:00 p.m. at City Hall

Mayor Hollie Cost, Council Member Rusty Nix, Council Member Arthur Herbert and Council Member Jason Peterson were in attendance. Council Member Willie Goldsmith was absent. Council Member Tiffany Bunt joined by Zoom (she did not vote or get counted toward the quorum).

Pledge of Allegiance

The Mayor called the meeting to order at 6:00 p.m.

Mayor Cost noted that 58 people were following the meeting on Facebook Live. She informed everyone there will be two opportunities as usual to submit public comment. We will address the comments posted on the chat feature at those times. All of these modifications are due to our response to the COVID-19 Pandemic. We have had an employee at City Hall test positive. Thankfully, the employee is recovering well.

The Mayor noted there is no one in our audience at City Hall.

Approval and/or corrections of the minutes – 3/23/20

Council Member Nix made a motion to approve the Minutes from March 23, 2020 as presented. Council Member Peterson seconded. Council Member Bunt ABSTAINED via Zoom. ALL OTHERS VOTED AYE . . . MOTION APPROVED.

Mayor Cost noted that Council Member Goldsmith was not in attendance because he is in a high-risk category for COVID-19.

Recognitions / Awards: NONE

Citizen Participation:

No one attended the meeting in person. However, the city broadcast the meeting via Facebook Live and several people commented.

Mayor Cost said it has. We've already taken steps to improve our cleaning process. But we disinfected all areas after we learned of the exposure, and the Police Officers are all wearing masks.

In response to a Facebook question from George Henry, Mayor Cost said the city will reconsider its curfew policy at the end of the month.

Amy Wallace asked if there was any way to re-open the tennis courts.

Mayor Cost explained that because the tennis ball is touched by both players, it is not considered a safe form of recreation during the pandemic.

Kelly Bice noted that the grocery store is getting overcrowded.

Mayor Cost said controlling that would be up to the county health department.

Council Member Peterson noted one questioner asked if City Hall has been cleaned.

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) – Discussed earlier.

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

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

Consent Agenda: NONE

New Business:

2020 Child Abuse Prevention Proclamation –

Whereas, preventing child abuse and neglect is a community responsibility that affects both current and future quality of life of a community; in fiscal year 2019, there were 28,119 indicated child abuse cases involving 12,506 children in the state of Alabama; and

Whereas, child abuse and neglect are serious problems affecting every segment of our community, and finding solutions requires input and action from everyone in our community; and

Whereas, all children have a right to grow up in safe, stable, and nurturing homes and communities to foster their health growth and development; and

Whereas, our children are our most valuable resources and will shape the future of our community; and

Whereas, child abuse can have long-term psychological, emotional, and physical effects for victims of abuse; and

Whereas, effective child abuse prevention activities succeed because of the meaningful connections and partnerships created between child welfare, education, child advocacy centers, health, community-and-faith-based organizations, business and law enforcement agencies; and

Whereas, communities that provide parents with the social support, knowledge of parenting and child development, and concrete resources they need to cope with stress and nurture their children help to ensure that all children grow to their full potential; and

Whereas, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to the social and emotional well-being of children and families in a safe, stable, nurturing environment.

Now, therefore, we recognize April 2020 as National Child Abuse Prevention Month in the City of Montevallo, AL. We pledge to dedicate ourselves to the task of improving the quality of life for all children and families and to preventing child abuse.

Hollie C. Cost, Mayor

Date

Approval of ALDOT Project STPAA-0025(557) paving and widening of Hwy 25 from Bibb County to CR-72 –



Kay Ivey
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

EAST CENTRAL REGION
OFFICE OF REGION ENGINEER
100 CORPORATE PARKWAY
SUITE 450
HOOVER, AL 35242
P.O. BOX 382348
BIRMINGHAM, AL 35238-2348
TELEPHONE: (205) 327-4962



John R. Cooper
Transportation Director

March 20, 2020

The Honorable Hollie Cost
Mayor, City of Montevallo
541 Main Street
Montevallo, Alabama 35115

RE: Shelby County
Project Number: STPAA-0025(557)
Resurfacing, Planing, Striping, Leveling,
Patching, and 2' Safety Widening on SR-25
from the Bibb County Line to CR-73 in
Montevallo

Dear Mayor Cost:


Attached you will find the Standard Project Resolution and Plans concerning the above referenced project.

Please review these documents and, if all is in order, present them to the City Council of Montevallo for consideration and approval. It is important to emboss the official City of Montevallo Seal on each signature sheet. A certified resolution, which authorizes the Mayor to sign the agreement, affixed with the City Seal should also be included with the agreement. After execution, please return this document, with original signatures (no stamps), to this office, ATTN: Mrs. Sandra F. P. Bonner to avoid possible delays to the letting schedule.

If I can supply you with any additional information or clarify any point contained herein, please feel free to contact me at your convenience.

Sincerely,

DeJarvis Leonard, P.E.
East Central Region Engineer

By: 
John S. Haynes, P.E.
Assistant Region Engineer - Pre-Construction

DL/JSH/jei
Attachment
C: Mrs. Sandra F. P. Bonner
File w/att.

RESOLUTION

WHEREAS, the City of Montevallo, Alabama (hereinafter at times referred to as City) is desirous of having certain improvements made on SR-25 within the City Limits of Montevallo, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: STPAA-0025(557) Resurfacing, Planing, Striping, Leveling, Patching, and 2' Safety Widening on SR-25 from the Bibb County Line to CR-73 in Montevallo.

WHEREAS, The Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, The Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the City will agree to certain requirements of the Federal Highway Administration. The City for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the City Council of Montevallo, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this City and which are now on file in the office of the City Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The City by and through its Council hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said

project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The City hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A - This project does not require permanent barricade or relocation of any intersecting streets.

Please refer to: Project Notes (Sheets 2C – 2D)

Please refer to: General Traffic Control Plan Notes (Sheets 2E – 2F)

Please refer to: Temporary Traffic Control Plan (Sheets 7 - 13)

BE IT FURTHER RESOLVED by the City Council, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the City over said project, such City hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the City will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing

of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The City further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the City further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this City Council:

1. That the City agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the City.
2. That the City agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the City has the option of vacating same.
3. That the City agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the City agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the _____ day of _____, 20__.

ATTEST

City Clerk

Mayor

I, the undersigned, Clerk of the City of Montevallo, do hereby certify that the above and foregoing is a true and correct copy of a resolution duly and lawfully adopted by the Council of the foregoing City, at its regular meeting held on the _____ day of _____, 20____, which resolution is on file in the office of the City Clerk.

Given under my hand and the official seal of such City this _____ day of _____, 20____.

CITY CLERK

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

Approval of \$20 (one month) Garbage Refund – John Wilson

The City Clerk explained the request. He said Mr. Wilson was unable to come to the meeting in October when he first requested the refund because he is disabled. The City Clerk said his service was missed, but noted so were many others at that time, we have typically not issued refunds in these cases.

Council Member Peterson said he would pay Mr. Wilson out of his own pocket. No other action was taken.

Approval to add Police Laptops to Computer Service Agreement - \$1,038/ Monthly;
\$74.20/per device

Chief Littleton explained these laptops were not included in the initial bid for IT services. They are used by the officers in their vehicles. He said several of them are down and need to be serviced. He recommended the Council approve this request.

Council Member Peterson made a motion to add the laptops to our service agreement. Council Member Herbert seconded. ALL AYES . . . MOTION APPROVED.

Old Business:

Request from Tom Bagley – Ammersee Lakes Paving - Postponed to a later date.

Government Capital Financing Agreement

The City Clerk answered the question raised at the last meeting regarding the language in the resolution. He said the reference to the IRS code means that we agree that the money we borrow will be utilized for its intended purpose – to lease/purchase a new accounting software system.

Council Member Herbert made a motion to approve the resolution and enter into a contract for the lease/purchase of this system. Council Member Peterson seconded. ALL AYES . . . MOTION APPROVED.

RESOLUTION 04132020-400

A RESOLUTION REGARDING A LEASE PURCHASE

AGREEMENT FOR THE PURPOSE OF
FINANCING A FINANCIAL SOFTWARE SUITE

WHEREAS, Upon approval of legal counsel, the City of Montevallo desires to enter into that certain Lease Purchase Agreement by and between the City of Montevallo and Government Capital Corporation, for the purpose of financing a "Financial Software Suite". The City desires to designate this Agreement as a "qualified tax exempt obligation" of the City for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The City desires to designate Hollie C. Cost, Mayor as an authorized signer of the Agreement.

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

Section 1.

That the City of Montevallo enters into a Lease Purchase Agreement with Government Capital Corporation for the purpose of financing a Financial Software Suite.

Section 2.

That the Lease Purchase Agreement by and between the City of Montevallo and Government Capital Corporation is designated by the City as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3.

That the City designates Hollie C. Cost, Mayor, as an authorized signer of the Lease Purchase Agreement by and between the City of Montevallo and Government Capital Corporation.

Section 4.

That should the need arise, if applicable, the City will use proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury

Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

PASSED AND APPROVED by the City Council of the City of Montevallo in a meeting held on the 13th day of April 2020.

Lessee: City of Montevallo

Witness Signature

Hollie C. Cost, Mayor

Herman Lehman, City Clerk

ALABAMA SOFTWARE LEASE-PURCHASE AGREEMENT

THIS SOFTWARE LEASE-PURCHASE AGREEMENT No. 9061 (hereafter referred to as "Agreement") dated as of April 20, 2020, by and between Government Capital Corporation, a Texas corporation (herein referred to as "GCC"), and City of Montevallo, a political subdivision or agency of the State of Alabama (hereinafter referred to as "User").

WITNESSETH: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. **Term and Payments.** GCC hereby leases to User and User hereby leases from GCC those perpetual software licenses and related services, described in Exhibit A hereto ("Software Assets") for the amounts to be paid in the sums (the "Agreement Payments") and on the dates (the "Agreement Payment Dates") set forth in Exhibit B hereto. The obligation of the User to make the Agreement Payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason. The term of the Agreement hereunder shall commence upon the dated date of the Exhibit B and shall continue until the end of the User's current fiscal period and thereafter for such additional fiscal periods as are necessary to complete the anticipated total Agreement term as set forth in Exhibit B, unless earlier terminated as provided herein.

2. **Section deleted.**

3. **Taxes.** In addition to the Agreement Payments to be made pursuant to Section 1 hereof, User agrees to indemnify and hold GCC harmless from and against and to pay GCC, as additional rent, on demand, an amount equal to all licenses, assessments, sales, use, real or personal property, gross receipts or other taxes, levies, imposts, duties or charges, if any, together with any penalties, fines, or interest thereon imposed against or on GCC, User or the Software Assets by any governmental authority upon or with respect to the Software Assets or the purchase, ownership, rental, possession, operation, return or sale of, or receipt of payments for, the Software Assets, except any Federal or state income taxes, if any, payable by GCC. User may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Software Assets or any interest therein.

4. **User's Covenants and Representations.** User covenants and represents as follows:

(a) User has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by User and is a valid and binding obligation of User enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;

(b) All Payments hereunder have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purposes; User will, to the extent permitted by State law and other terms and conditions of this Agreement, include in its budget for each successive fiscal period during the term of this Agreement a sufficient amount to permit User to discharge all of its obligations hereunder, and User has budgeted and available for the current fiscal period sufficient funds to comply with its obligations hereunder;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to, this Agreement;

(d) Information supplied and statements made by User in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;

(e) User has an immediate need for, and expects to make immediate use of, substantially the Software Assets, which need is not temporary or expected to diminish in the foreseeable future;

(f) There are no circumstances presently affecting the User that could reasonably be expected to alter its foreseeable need for the Software Assets or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder; and

(g) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which User has been a party at any time during the past ten (10) years has been terminated by User as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which User has issued during the past ten (10) years.

(h) User will pay the Agreement Payment Due by check, wire transfer, or ACH only

(i) User has complied with all statutory laws and regulations that may be applicable to the execution of this Agreement; User, and its officer executing this Agreement, are authorized under the Constitution and laws of the State to enter into this Agreement and have used and followed all proper procedures of its governing body in executing and delivering this Agreement. The officer of User executing this Agreement warrants and certifies that User's Governing Body, either by meeting or some other approved method, has authorized entering into this Agreement as being in User's best interests and such officer has the authority to execute and deliver this Agreement. This Agreement constitutes a legal, valid, binding and enforceable obligation of the User in accordance with its terms.

5. **Use and Licenses.** User shall pay and discharge all operating expenses, if any, and shall cause the Software Assets to be operated by competent persons only. User shall use the Software Assets only for its proper purposes and will not install, use, operate or maintain the Software Assets improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Software Assets or the use contemplated by its manufacturer, or in the case of any software portion of any Software Assets, in a manner contrary to any license agreement applicable to said software. User shall use the Software Assets at the location stated on the Exhibit A upon User's availability of the Software Assets until GCC, in writing, permits its removal or availability, and the Software Assets shall be used solely in the conduct of the User's operations. User shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Software Assets.

6. **Maintenance.** GCC shall have no obligation of any nature to provide maintenance to or service regarding the Software Assets. User shall be solely responsible for the providing of, or to have provided, all such maintenance and service, to the extent applicable, at User's sole cost and expense.



GOVERNMENT CAPITAL

Alabama Software Lease-Purchase Agreement – Page 1

7. Alterations.

(a) User may, at its own expense, install or use the Software Assets on such property or accessories as may be necessary or convenient to use the Software Assets for its intended purposes provided that such property or accessories do not impair the value or utility of the Software Assets. All such property and accessories shall have the Software Assets removed or discontinued by User upon termination of this Agreement (except as provided by Section 13), provided that any resulting damage, if any, shall be at User's expense.

(b) Without the written consent of GCC, User shall not make any other alterations, modifications or improvements to the Software Assets or any applicable software licensing agreement, except as required or permitted hereunder. Any other alterations, modifications or improvements to the Software Assets shall immediately become part of the Software Assets, subject to the provisions hereof.

8. Liens. User shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Software Assets, title thereto or any interest therein, except the respective rights of GCC and User hereunder.

9. Impairment to or Loss of Software Assets. User shall bear the entire risk of loss, damage, impairment, theft, or destruction of the Software Assets from any and every cause whatsoever, and no loss, damage, destruction, impairment, or other event shall release User from the obligation to pay the full amount of any Agreement Payment that might become due or from any other obligation under this Agreement. In the event of damage to any item that User uses the Software Assets on, User will promptly place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If GCC determines that any item that uses Software Assets is lost, stolen, destroyed or damaged beyond repair, User, at the option of User, will either (a) replace the same with like property in good repair (b) use the Software Assets on like property that User already owns or (c) on the next Agreement Payment Date, pay GCC (i) all amounts then owed by User to GCC under this Agreement, including the Agreement Payment due on such date, and (ii) an amount equal to the applicable Option to Purchase Value set forth in Exhibit B.

10. Insurance. GCC shall have no obligation of any nature to provide any insurance in connection with User's use of the Software Assets. User shall be solely responsible for the providing of all such insurance at User's sole cost and expense, or, User may self insure the Software Assets.

11. Indemnification. User shall indemnify, to the extent permitted by law, and save harmless GCC and its agents and assigns, employees, officers and directors from and, at User's expense, defend GCC and its agents, employees, officers and directors against all liability, obligations, losses, damages, penalties, claims, actions, costs and expenses (including but not limited to reasonable attorneys' fees) of whatsoever kind or nature which in any way relate to or arise out of this Agreement or the ownership, rental, possession, operation, condition, sale or return of the Software Assets. All amounts which become due from User under this Section 11 shall be credited with any amounts received by the GCC from insurance provided by the User and shall be payable by User within thirty (30) days following demand therefor by GCC and shall survive the termination or expiration of this Agreement.

12. No Warranty. EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE SOFTWARE ASSETS MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE SOFTWARE ASSETS, ALL OF WHICH ARE HEREBY ASSIGNED TO USER, NEITHER GCC NOR ANY ASSIGNEE OF GCC HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE SOFTWARE ASSETS TO SPECIFICATION OR PURCHASE ORDER, ITS DESIGN, DELIVERY, INSTALLATION OR OPERATION. All such risks shall be borne by User without in any way excusing User from its obligations under this Agreement, and GCC shall not be liable to User for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by User, at its sole expense, upon prior written notice to GCC. GCC may, but shall have no obligation whatsoever to, participate in such claim or action on such warranty, at GCC's expense. Any recovery under such a warranty shall be made payable jointly to User and GCC.

13. Option to Purchase. Provided User has complied with the terms and conditions of this Agreement, User shall have the right to pre-pay the scheduled Agreement Payments upon the payment in full of the Option to Purchase Value set forth on Exhibit B by giving written notice to GCC not less than sixty (60) days prior to the date specified in Exhibit B for the exercise of such Option to Purchase right; provided that upon User's timely payment of all Agreement Payments specified in Exhibit B, User shall be deemed to have paid in full the Option to Purchase Value and shall be deemed to have acquired all of GCC's right, title and interest in and to the Software Assets, free of any lien, encumbrance or security interest except such liens, encumbrances or security interest as may be created, or permitted and not discharged, by User but without other warranties. Payment of the applicable Option to Purchase Value shall occur on the applicable Agreement Payment Date specified in Exhibit B hereto, at which time GCC shall, unless not required hereunder, deliver to User a formal Paid in Full Letter transferring GCC's interest in the Software Assets to User free from any lien, encumbrance or security interest except such as may be created, or permitted and not discharged, by User but without other warranties. Upon User's actual payment of the Option to Purchase Value and GCC's actual or constructive delivery of a formal Paid in Full Letter covering the Software Assets, this Agreement shall terminate except as to obligations or liabilities accruing hereunder prior to such termination.

14. Default and GCC's Remedies.

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

- (1) User fails to make any payment hereunder when due or within ten (10) days thereafter;
- (2) User fails to comply with any other covenant, condition or agreement of User hereunder for a period of the ten (10) days after notice thereof;
- (3) Any representation or warranty made by User hereunder shall be untrue in any material respect as of the date made;
- (4) User makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Software Assets or any interest therein; or

(5) User becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the User or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for User or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against User and, if instituted against User, is consented to or acquiesced in by User or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified herein, GCC may, at its sole discretion, exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect amounts due or to become due hereunder, by acceleration of otherwise, or to cause User to perform its other obligations hereunder in which event User shall be liable for all costs and expenses incurred by GCC;

(2) Cause all license agreements pertaining to the Software Assets to be terminated and revoked, thereby preventing and prohibiting User's continued use of the Software Assets;

(3) Pursue and exercise any other remedy available at law or in equity, in which event User shall be liable for any and all costs and expenses incurred by GCC in connection therewith. "Costs and expenses," as that term is used in this Section 14, shall mean, to the extent allowed by law: (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of GCC or the holder of this Agreement; (ii) court costs and disbursements including such costs in the event of any action necessary to prohibit the use of the Software Assets by the User. User waives all rights under all exemption laws.

15. Assignment. Without GCC's prior written consent, User will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Software Assets or any interest in this Agreement or the Software Assets; or (ii) sublet or lend the Software Assets or permit it to be used by anyone other than User or User's employees. GCC may assign its rights, title and interest in and to this Agreement, the Software Assets and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Software Assets, in whole or in part. Any such assignees shall have all of the rights of GCC under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of GCC's rights, title or interest in this Agreement or the Software Assets shall be effective with regard to User unless and until User shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by GCC or by User to evidence the assignment, but User will acknowledge receipt of such assignments in writing if so required. During the term of this Agreement, User shall keep a complete and accurate record of all such assignments in form necessary to comply with the United States Internal Revenue Code of 1986, Section 149 (a), and the regulations, proposed or existing, from time to time promulgated thereunder.

16. Personal Property. User agrees and acknowledges that the Software Assets are hereby deemed and considered to comprise personal property.

17. Title to use Software Assets. Upon its acceptance of the Software Assets, User shall be deemed and considered to be the user of the perpetual software licenses and services that comprise the Software Assets, and shall be deemed to be the license holder of all software and related licenses that comprise the Software Assets during the term of this Agreement; provided, however, that upon the occurrence of an Event of Default and during the continuation thereof, then the Title to User's use of the software licenses and services that comprise the Software Assets shall cease, and be reverted immediately to and in favor of GCC absent any further action required by either party hereto, and free and clear of any right, title or interest of User therein, unless GCC elects otherwise, and all license agreements related to the software that comprises the Software Assets shall immediately be terminated, and User shall have no further right to use or access same.

18. GCC's Right to Perform for User. If User fails to make any payment or perform or comply with any of its covenants or obligations hereunder, GCC may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of User, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by GCC in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by User upon demand.

19. Interest on Default. If User fails to pay any Agreement Payment specified in Section 1 hereof within ten (10) days after the due date thereof, User shall pay to GCC interest on such delinquent payment from the due date until paid at the highest lawful rate.

20. Notices. Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

21. Security Interest. User agrees to execute, acknowledge and deliver to GCC in recordable form upon request lease-purchase statements or any other instruments with respect to the Software Assets or this Agreement considered necessary or desirable by GCC to perfect and continue the security interest granted herein in accordance with the laws of the applicable jurisdiction.

22. Tax Exemption. User certifies that it does reasonably anticipate that not more than \$10,000,000 of "qualified tax-exempt obligations", as that term is defined in Section 265 (b) 3 (D) of the Internal Revenue Code of 1986 ("the Code"), will be issued by it and any subordinate entities during 2020. Further, User designates this issue as comprising a portion of the \$10 million in aggregate issues to be designated as "qualified tax exempt obligations" eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

23. Continuing Disclosure. Specifically and without limitation, User agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statement shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period, certified as correct by one of User's authorized agents. If User has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

24. Miscellaneous.

(a) User shall, whenever requested, advise GCC of the condition of the Software Assets and shall give GCC immediate notice of any attachment or other judicial process affecting the Software Assets, and indemnify and save GCC harmless from any loss caused thereby.

(b) Time is of the essence. No covenant or obligations hereunder to be performed by User may be waived except by the written consent of GCC, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude GCC from invoking such remedy at any later time prior to User's cure of the condition giving rise to such remedy. GCC's rights hereunder are cumulative and not alternative.

(c) This Agreement shall be construed in accordance with, and governed by, the laws of the State in which the Software Assets are located.

(d) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both GCC and User.

(e) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(g) The GCC hereunder shall have the right at any time or times, by notice to User, to designate or appoint any person or entity to act as agent or trustee for GCC for any purposes hereunder.

(h) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(i) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(j) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

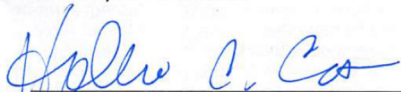
IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____ in the year 2020.

GCC: Government Capital Corporation

Authorized Signature
345 Miron Dr.
Southlake, TX 76092

Witness Signature: _____
Print Name: _____
Print Title: _____

User: City of Montevallo



Hille C. Cost
Mayor
541 Main Street
Montevallo, AL 35115


Witness Signature: 
Print Name: HERMAN LEHMAN
Print Title: CITY CLERK & TREASURER

EXHIBIT A
DESCRIPTION OF PROPERTY
SOFTWARE LEASE-PURCHASE AGREEMENT No. 9061 (THE "AGREEMENT")
BY AND BETWEEN
GCC, Government Capital Corporation and User, City of Montevallo
Dated as of April 20, 2020

QTY	DESCRIPTION
	SmartFusion Financial Suite as follows:
	Software Licenses
1	System Manager
1	Accounts Payable
1	Purchasing
1	Fund Ledger
1	Bank Reconciliation
1	Budget Preparation
1	Business License
1	Fixed Asset
1	Cash Collections

PROPERTY LOCATION:
541 Main Street
Montevallo, AL 35115

EXHIBIT B
>> SCHEDULE OF PAYMENTS & OPTION TO PURCHASE VALUE <<
SOFTWARE LEASE-PURCHASE AGREEMENT No. 9061
(THE "AGREEMENT") BY AND BETWEEN
GCC: Government Capital Corporation and User: City of Montevallo
Schedule Dated as of April 20, 2020

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	OPTION TO PURCHASE after pmt on this line
1	At signing	\$1,634.48	\$0.00	\$1,634.48	N/A
2	5/20/2020	\$1,634.48	\$206.93	\$1,427.55	N/A
3	6/20/2020	\$1,634.48	\$201.40	\$1,433.08	N/A
4	7/20/2020	\$1,634.48	\$195.84	\$1,438.64	N/A
5	8/20/2020	\$1,634.48	\$190.27	\$1,444.21	N/A
6	9/20/2020	\$1,634.48	\$184.67	\$1,449.81	N/A
7	10/20/2020	\$1,634.48	\$179.05	\$1,455.43	N/A
8	11/20/2020	\$1,634.48	\$173.41	\$1,461.07	N/A
9	12/20/2020	\$1,634.48	\$167.75	\$1,466.73	N/A
10	1/20/2021	\$1,634.48	\$162.07	\$1,472.41	N/A
11	2/20/2021	\$1,634.48	\$156.36	\$1,478.12	N/A
12	3/20/2021	\$1,634.48	\$150.63	\$1,483.85	N/A
13	4/20/2021	\$1,634.48	\$144.88	\$1,489.60	\$36,484.78
14	5/20/2021	\$1,634.48	\$139.11	\$1,495.37	\$34,941.82
15	6/20/2021	\$1,634.48	\$133.32	\$1,501.16	\$33,394.99
16	7/20/2021	\$1,634.48	\$127.50	\$1,506.98	\$31,844.28
17	8/20/2021	\$1,634.48	\$121.66	\$1,512.82	\$30,289.68
18	9/20/2021	\$1,634.48	\$115.80	\$1,518.68	\$28,731.18
19	10/20/2021	\$1,634.48	\$109.91	\$1,524.57	\$27,168.77
20	11/20/2021	\$1,634.48	\$104.01	\$1,530.47	\$25,602.44
21	12/20/2021	\$1,634.48	\$98.08	\$1,536.40	\$24,032.18
22	1/20/2022	\$1,634.48	\$92.12	\$1,542.36	\$22,457.98
23	2/20/2022	\$1,634.48	\$86.15	\$1,548.33	\$20,879.83
24	3/20/2022	\$1,634.48	\$80.15	\$1,554.33	\$19,297.72
25	4/20/2022	\$1,634.48	\$74.12	\$1,560.36	\$17,711.65
26	5/20/2022	\$1,634.48	\$68.08	\$1,566.40	\$16,121.60
27	6/20/2022	\$1,634.48	\$62.01	\$1,572.47	\$14,527.56
28	7/20/2022	\$1,634.48	\$55.91	\$1,578.57	\$12,929.52
29	8/20/2022	\$1,634.48	\$49.80	\$1,584.68	\$11,327.47
30	9/20/2022	\$1,634.48	\$43.66	\$1,590.82	\$9,721.40
31	10/20/2022	\$1,634.48	\$37.49	\$1,596.99	\$8,111.30
32	11/20/2022	\$1,634.48	\$31.30	\$1,603.18	\$6,497.17
33	12/20/2022	\$1,634.48	\$25.09	\$1,609.39	\$4,878.99
34	1/20/2023	\$1,634.48	\$18.85	\$1,615.63	\$3,256.75
35	2/20/2023	\$1,634.48	\$12.59	\$1,621.89	\$1,630.44
36	3/20/2023	\$1,634.48	\$6.31	\$1,628.17	\$1.00
Grand Totals		\$58,841.28	\$3,806.28	\$55,035.00	

Interest Rate: 4.65%

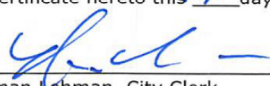
Accepted By Lessee: _____
Hollie C. Cost, Mayor

INCUMBENCY, AND ESSENTIAL USE CERTIFICATES
SOFTWARE LEASE-PURCHASE AGREEMENT No. 9061 (THE "AGREEMENT")
BY AND BETWEEN
GCC, Government Capital Corporation and User, City of Montevallo
Dated as of April 20, 2020

I, Herman Lehman, do hereby certify that I am the duly elected or appointed and acting City Clerk (Keeper of the Records), of City of Montevallo, a political subdivision or agency duly organized and existing under the laws of the State of Alabama, that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Software Lease-Purchase Agreement dated as of April 20, 2020, between such entity and Government Capital Corporation.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Hollie C. Cost	Mayor	

IN WITNESS WHEREOF, I have duly executed this certificate hereto this 14TH day of APRIL, 2020.

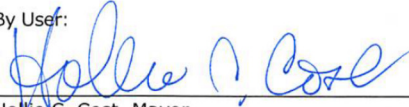
BY: 
Herman Lehman, City Clerk

I, Hollie C. Cost, Mayor, of City of Montevallo ("User"), hereby certify that the Software Assets to be financed by the undersigned under the certain Software Lease-Purchase Agreement, dated as of April 20, 2020, between such entity and Government Capital Corporation ("GCC"), will be used by the undersigned User for the following purpose:

PRIMARY USE-- ACCOUNTS SOFTWARE PURCHASE

The undersigned hereby represents that the use of the Software Assets is essential to its proper, efficient and economic operation.

IN WITNESS WHEREOF, I have set my hand this 14TH day of APRIL, 2020.

By User: 
Hollie C. Cost, Mayor

For User: City of Montevallo

VENDOR CERTIFICATE

SOFTWARE LEASE-PURCHASE AGREEMENT No. 9061 (THE "AGREEMENT")

BY AND BETWEEN

GCC, Government Capital Corporation and User, City of Montevallo

Dated as of April 20, 2020

Upon the occurrence of any Event of Default by the User in regards to its Software Lease-Purchase Agreement No. 9061, GCC or its Assigns may, at its sole discretion, exercise the following remedy:

Upon written notice from GCC or its Assigns, Harris Local Government (the "Vendor") shall cause all license agreements pertaining to the Software Assets to be terminated and revoked, thereby preventing and prohibiting the User's continued use of the Software Assets. Vendor shall assist in any way to make sure the User shall have no further right to use or access such Software Assets.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____ in the year 2020.

GOVERNMENT CAPITAL CORPORATION

HARRIS LOCAL GOVERNMENT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

USER CONSENT AND ACKNOWLEDGEMENT

City of Montevallo

By: 
Name: Hollie C. Cost

Title: Mayor

ESCROW AGREEMENT

SOFTWARE FINANCING AGREEMENT No.9061 (THE "AGREEMENT")

BY AND BETWEEN

GCC, Government Capital Corporation and User, City of Montevallo
TAX ID #63-6001321 Dated as of April 20, 2020

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of April 20, 2020 ("Agreement Date"), by and among Government Capital Corporation ("GCC"), City of Montevallo ("User") and _____ ("Agent").

WITNESSETH:

WHEREAS, GCC and User have entered into a certain Software Financing Agreement dated as of April 20, 2020 (the "Agreement"), pursuant to which the Software Assets more particularly described therein (the "Property") will be financed by the User under the terms stated in the Agreement;

WHEREAS, GCC and User desire to make funding arrangements for the acquisition of the Property, and Agent agrees to serve as escrow agent for such funding and acquisition;

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Agent shall undertake the duties and obligations of escrow agent as set forth in this Agreement. Agent shall not be deemed to be a party to the Agreement.
2. GCC has delivered to Agent the sum of \$54,140.00 ("Escrow Amount") for deposit by Agent in the City of Montevallo Escrow Account (the "Fund"). The Fund will be administered by Agent pursuant to the terms of this Agreement.
3. Deposits in the Fund shall be used to pay for the acquisition of the Property. The Property may be acquired as individual items or as groups of items. Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Property promptly upon receipt of a properly executed Escrow Disbursement Request Form, in the form attached hereto as "Schedule 1", for that portion of the acquisition of the Property for which payment is requested. Upon full acquisition of an item or group of items of the Property, any remaining cost of such item or group of items shall be disbursed promptly by the Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Escrow Disbursement Request Form in the form attached hereto as "Schedule 1", for that portion of the Property for which payment is requested. Payment by Agent shall be to the payee shown on the Escrow Disbursement Request Form.
4. Agent will invest the Fund, as specified by GCC, in general obligations of the United States or in obligations fully insured by the United States or in certificates of deposit of a bank which is either fully insured by an agency of the federal government or fully collateralized by such federal or federally guaranteed obligations, or in no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that includes in their investment objectives the maintenance of a stable net asset value of \$1 for each share, or Money Market Mutual Funds registered under the Investment Act of 1940. Agent will retain in the Fund all earnings from investment of the Fund until termination of the Fund pursuant to Section 5 hereof. Agent will be entitled to sell or redeem any such investments as necessary to make any distributions required under this Agreement and shall not be liable for any loss resulting from such sale or redemption. In the absence of written investment direction from the GCC, the Agent shall invest and reinvest the amounts in the Fund in Money Market Mutual Funds registered under the Investment Act of 1940.
5. Upon execution of one or more Acceptance Certificates by Issuer and payment of acquisition costs by Agent for all the Property (as confirmed in writing by the GCC to the Escrow Agent), this Agreement and the Funds shall terminate, and Agent shall transfer to GCC all remaining sums in the Fund. If not terminated earlier, this Agreement and the Fund shall terminate on April 30, 2021 ("Termination Date"). In this latter event, interest accrued pursuant to investment of the Fund under the terms of Section 4 hereof and all remaining principal in the Fund shall be transferred by Agent to GCC; Exhibit "A" attached to the Contract shall thereupon be revised to delete any non-acquired portions of the Property and to substitute an amended amortization payment schedule to reflect the reduced acquisition costs.
6. GCC and Issuer may by written agreement between themselves remove the Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof to Agent.
7. Agent may at any time and for any reason resign as escrow agent by giving written notice to GCC and User of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving User and GCC written notice of intent to resign, nor less than thirty (30) days after being appointed by GCC and User. Upon the effective date of any resignation, the Escrow Agent shall deliver all cash and other property in the Fund to a successor escrow agent designated by GCC, and if no successor has been appointed, shall deliver all such cash and other property to the GCC and all obligations of the Escrow Agent shall cease.
8. Agent shall have no obligation under the terms of this Agreement to make any disbursement except from the Fund. Agent makes no warranties or representations as to the Property or as to performance of the obligations of GCC or User under this Agreement or the Lease.
9. Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon. Agent may consult with legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and, to the extent it acts in good faith without gross negligence or willful misconduct, it shall be fully protected in acting in accordance with the opinion or instructions of such counsel. The Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its gross negligence or willful misconduct. The GCC and User jointly and severally agree to indemnify and save Agent harmless from all losses, costs, liabilities, actual damages, fees and expenses (including, but not limited to, reasonable attorney's fees and expenses) suffered or incurred by Agent arising from the performance of its obligations under this Agreement ("Acts"), except such Acts as arise from or attributable to the gross negligence or willful misconduct of Agent.
10. To the limited extent required to perfect the security interest granted by User to GCC in the cash and negotiable instrument from time to time comprising the Fund, GCC hereby appoints the Agent as its security agent, and the Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of GCC.
11. This Agreement may be amended by written agreement executed by all the parties.
12. This Agreement may be executed in several counterparts, each of which shall be an original. The parties hereto agree the transactions described herein may be conducted and related documents may be stored by electronic means.
13. Agent shall be entitled to fees and expenses for its regular services as Agent as set forth in its fee letter delivered to the GCC and User. Additionally, Agent is entitled to fees for extraordinary services and reimbursement of any out of pocket and extraordinary costs and expenses, including, but not limited to, attorneys' fees. Agent shall have a first lien upon all amounts in the Fund for the purposes of paying its fees and expenses. All of the Escrow Agent's compensation, costs and expenses shall be paid by the [GCC/User].

14. In the event of any disagreement between the undersigned or or any other person, resulting in adverse claims and demands being made on the Fund, the Agent shall be entitled to refuse to comply with any demand or claim, as long as such disagreement shall continue, and in so refusing to make any delivery or other disposition of any money, papers or property involved or affected hereby, the Agent shall not be or become liable to the undersigned for its refusal to comply with such conflicting or adverse demands, and the Escrow Agent shall be entitled to refuse and refrain to act until: (a) the rights of the adverse claimants shall have been fully and finally adjudicated in a Court assuming and having jurisdiction of the parties and money, papers and property involved herein or affected hereby, or (b) all differences shall have been adjusted by agreement and the Agent shall have been notified thereof in writing, signed by all the interested parties.

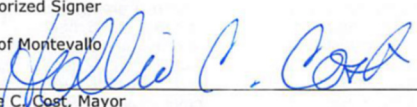
15. The parties hereto agree that, for tax reporting purposes, all interest or other income, if any, attributable to the Escrowed Funds or any other amount held in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to the GCC for credit to User subject to the terms of this Agreement. The GCC and User agree to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. persons) and other forms and documents that the Escrow Agent may reasonably request (collectively, "Tax Reporting Documentation") at the time of execution of this Agreement and any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time. The parties hereto understand that if such Tax Reporting Documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GCC: Government Capital Corporation

BY: _____
Authorized Signer

USER: City of Montevallo

BY:  _____
Hollie C. Cost, Mayor

AGENT: _____

BY: _____
Agent Rep, Agent Rep Title

Escrow Agreement – Schedule A
SOFTWARE LEASE-PURCHASE AGREEMENT No.9061 (THE "AGREEMENT")
BY AND BETWEEN
GCC, Government Capital Corporation and **User**, City of Montevallo
Dated as of April 20, 2020

PAYMENT REQUEST FORM

_____, acting as escrow agent (the "Agent") under the Escrow Agreement dated as of April 20, 2020 by and among the Agent, Government Capital Corporation as GCC and City of Montevallo as User, is hereby requested to pay to the person or corporation designated below as Payee the sum set forth below in payment of the acquisition and installation costs of the Property/Services described below. The amount shown below is due and payable under the invoice of Payee with respect to the described Property/Services and has not formed the basis any prior request for payment.

PAYEE (Include W-9) _____

AMOUNT: _____

DESCRIPTION OF PROPERTY/SERVICES: _____

INVOICE# _____ DATED: _____

Indicate Method for Payment Disbursement:

_____ Overnight Check*** _____ Regular Mail Check _____ Wire Funds

Mailing Address: _____ Wire Instructions: _____

(***Please note that there might be a fee charged for overnight delivery. This fee will be deducted from the Escrow Balance before disbursement is made).

User: City of Montevallo

By: Hollie C. Cost
Hollie C. Cost, Mayor

GCC: Government Capital Corporation

By: _____
Authorized Signer

ACCEPTANCE CERTIFICATE

City of Montevallo as User under that certain Software Lease-Purchase Agreement dated as of April 20, 2020 (the "Agreement"), hereby acknowledges receipt in good condition of all the Property/Services described on the attached Invoice(s) hereby accepts such Property/Services and hereby certifies that GCC has fully and satisfactorily performed all covenants and conditions to be performed by it under the Agreement with regard to such Property/Services, and that such Property/Services constitutes all or a portion of the Property as that term as defined in the Agreement.

Date: APRIL 13, _____, 2020

By User: Hollie C. Cost
Hollie C. Cost, Mayor

For User: City of Montevallo

Invoice

MAKE PAYABLE AND SEND PAYMENT TO:

April 7, 2020

Government Capital Corporation

Attn: Keith Miller
345 Miron Drive
Southlake, TX 76092

Bank Name: Wells Fargo Bank, Texas, N.A.
Routing # 121000248
Acct Name: Government Capital Corporation
Account # 0194437257

**Payment Invoice
Agreement No. 9061**

User: City of Montevallo
To: Lisa Terrell, Assistant Clerk
541 Main Street
Montevallo, AL 35115

For: SmartFusion Financial Suite

Amount Due: \$1,634.48

PAYMENT DUE DATE: At signing

For Inquiries Call or Write:

Government Capital Corporation

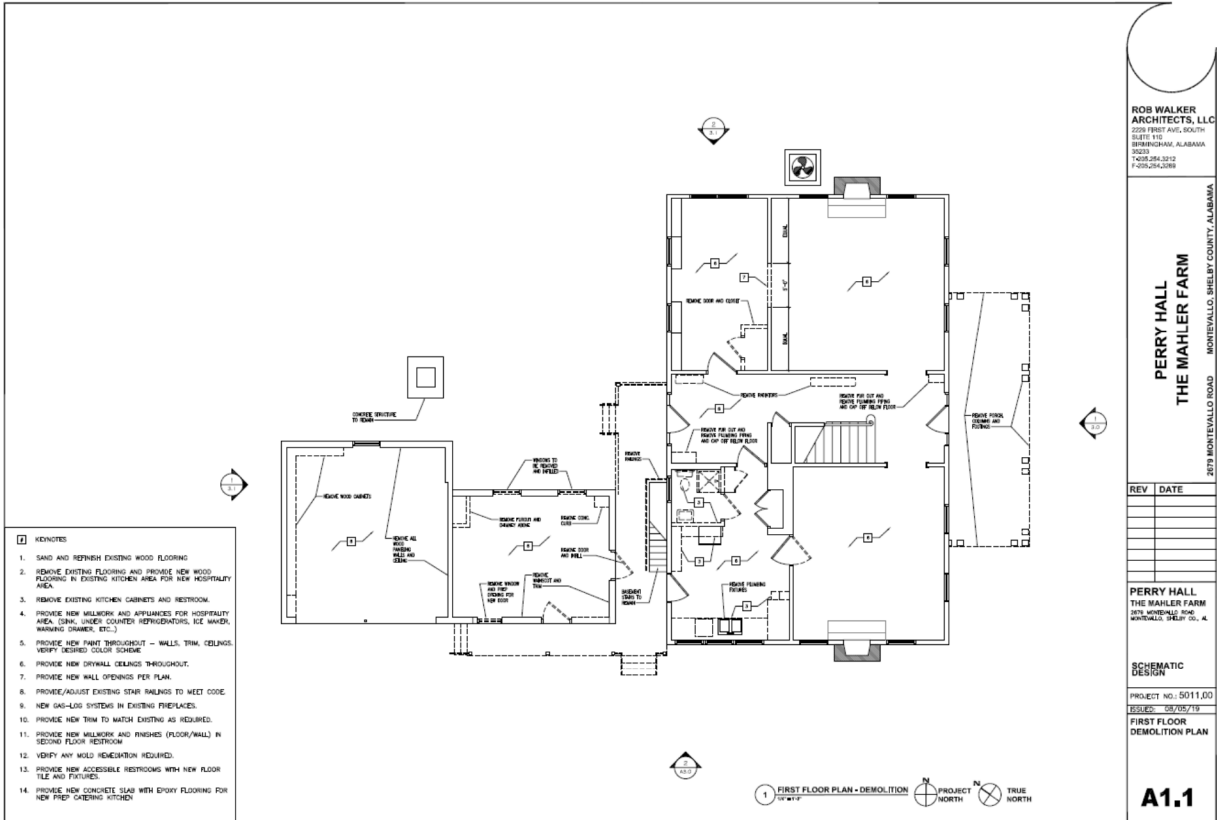
345 Miron Drive
Southlake, TX 76092
Phone: 817-421-5400
Toll Free: 800-883-1199

Board Appointments: NONE

Other Business:

Mahler House Project –

<p>PERRY HALL - THE MAHLER HOUSE 2679 Montevallo Road Montevallo, AL</p> <p>DESIGN DEVELOPMENT</p> <p>PROJECT NO: 5011.00 DATE: April 13, 2020</p>	<p>PROJECT DIRECTORY</p> <p>ARCHITECT: ROB WALKER ARCHITECTS, LLC 2225 FIRST AVENUE SOUTH SUITE 110 BIRMINGHAM, AL 35203 (205) 254-2212 ROB WALKER, AIA</p> <p>OWNER: CITY OF MONTEVALLO 641 MAIN STREET MONTEVALLO, AL 35115 (205) 669-2000</p> <p>STRUCTURAL FOUNDATION: STRUCTURAL DESIGN GROUP, INC. 706 CENTURY PARK SOUTH SUITE 114 BIRMINGHAM, AL 35209 (205) 624-5200 STEWART LEE, PE</p> <p>PROJECT DESCRIPTION The project consists of reworking and minor alterations to an existing 4,190 square foot house in Montevallo, AL 35115. The scope of work comprises construction of new portions, re-entrty, electrical, heating, HVAC, trade fixtures and appliances, basement, electrical, and plumbing and kitchen will be provided by the contractor in a design-build delivery method.</p> <p>The work consists of the following: - 1 1/2" wood stud framing with gyp. bd. sheathing, wood doors, wood frames and hardware as required, gypsum board ceiling, 5/8" x 6", 1/2" x 5/8" and 1/2" x 6" casework, and all other items as outlined in these drawings.</p> <p>CODE REVIEW DATA - SEE SHEET A02 FOR LIFE SAFETY INFORMATION http://code.compendiumweb.com/cityofmontevallo/al 2015 International Building Code 2015 International Plumbing Code 2015 International Fuel Gas Code 2015 International Fire Code 2015 International Electrical Code 2017 National Electrical Code 2015 NFPA Life Safety Code 2015 International Energy Conservation Code</p>	<p>ROB WALKER ARCHITECTS, LLC 2225 FIRST AVENUE SOUTH SUITE 110 BIRMINGHAM, ALABAMA 35203 PHONE: 205.254.2212 FAX: 205.254.2099</p> <p>PERRY HALL THE MAHLER FARM MONTEVALLO, SHELBY COUNTY, ALABAMA 2679 MONTEVALLO ROAD</p>																																																		
	<p>SHEET INDEX</p> <table border="1"><thead><tr><th></th><th>ISSUE DATE</th></tr></thead><tbody><tr><td>ARCHITECTURAL</td><td></td></tr><tr><td>A02 COVER INDEX SHEET</td><td>04/13/20</td></tr><tr><td>A01 GENERAL NOTES</td><td>04/13/20</td></tr><tr><td>A02 LIFE SAFETY PLAN - SERVICE BUILDING</td><td>04/13/20</td></tr><tr><td>A03 LIFE SAFETY PLAN - DETAIL BUILDING</td><td>04/13/20</td></tr><tr><td>A04 RENOVATION PLAN - SERVICE BUILDING</td><td>04/13/20</td></tr><tr><td>A05 FLOOR PLAN - SERVICE BUILDING</td><td>04/13/20</td></tr><tr><td>A06 REFLECTED CEILING PLAN - SERVICE BUILDING</td><td>04/13/20</td></tr><tr><td>A07 FLOOR PLAN - DETAIL BUILDING</td><td>04/13/20</td></tr><tr><td>A08 REFLECTED CEILING PLAN - DETAIL BUILDING</td><td>04/13/20</td></tr><tr><td>A09 FINISH PLAN - DETAIL BUILDING</td><td>04/13/20</td></tr><tr><td>A10 INTERIOR SECTIONS - DETAIL BUILDING</td><td>04/13/20</td></tr><tr><td>A11 BUILDING SECTIONS - DETAIL BUILDING</td><td>04/13/20</td></tr><tr><td>A12 WALL SECTIONS - DETAIL BUILDING</td><td>04/13/20</td></tr><tr><td>A13 ENLARGED PLAN AND INTERIOR ELEVATIONS</td><td>04/13/20</td></tr><tr><td>A14 TYPICAL DETAILS</td><td>04/13/20</td></tr></tbody></table> <p>PROJECT LIMITS</p>  <p>1 VICINITY PLAN 2 TRUE NORTH 3 PROJECT NORTH</p>		ISSUE DATE	ARCHITECTURAL		A02 COVER INDEX SHEET	04/13/20	A01 GENERAL NOTES	04/13/20	A02 LIFE SAFETY PLAN - SERVICE BUILDING	04/13/20	A03 LIFE SAFETY PLAN - DETAIL BUILDING	04/13/20	A04 RENOVATION PLAN - SERVICE BUILDING	04/13/20	A05 FLOOR PLAN - SERVICE BUILDING	04/13/20	A06 REFLECTED CEILING PLAN - SERVICE BUILDING	04/13/20	A07 FLOOR PLAN - DETAIL BUILDING	04/13/20	A08 REFLECTED CEILING PLAN - DETAIL BUILDING	04/13/20	A09 FINISH PLAN - DETAIL BUILDING	04/13/20	A10 INTERIOR SECTIONS - DETAIL BUILDING	04/13/20	A11 BUILDING SECTIONS - DETAIL BUILDING	04/13/20	A12 WALL SECTIONS - DETAIL BUILDING	04/13/20	A13 ENLARGED PLAN AND INTERIOR ELEVATIONS	04/13/20	A14 TYPICAL DETAILS	04/13/20	<table border="1"><thead><tr><th>REV</th><th>DATE</th></tr></thead><tbody><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr></tbody></table> <p>PERRY HALL THE MAHLER FARM 2679 MONTEVALLO ROAD MONTEVALLO, SHELBY COUNTY, AL 35115</p> <p>DESIGN DEVELOPMENT</p> <p>PROJECT NO: 5011.00 ISSUE: 04/13/20 COVER AND INDEX SHEET</p> <p>A0.0</p>	REV	DATE														
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ROB WALKER ARCHITECTS, LLC
2225 FIRST AVE, SOUTH
SUITE 110
BIRMINGHAM, ALABAMA
35233
7-205-254-3212
F-205-254-3288

PERRY HALL
THE MAHLER FARM

2879 MONTEVALLO ROAD MONTEVALLO, SHELBY COUNTY, ALABAMA

REV	DATE

PERRY HALL
THE MAHLER FARM
2879 MONTEVALLO ROAD
MONTEVALLO, SHELBY CO., AL.

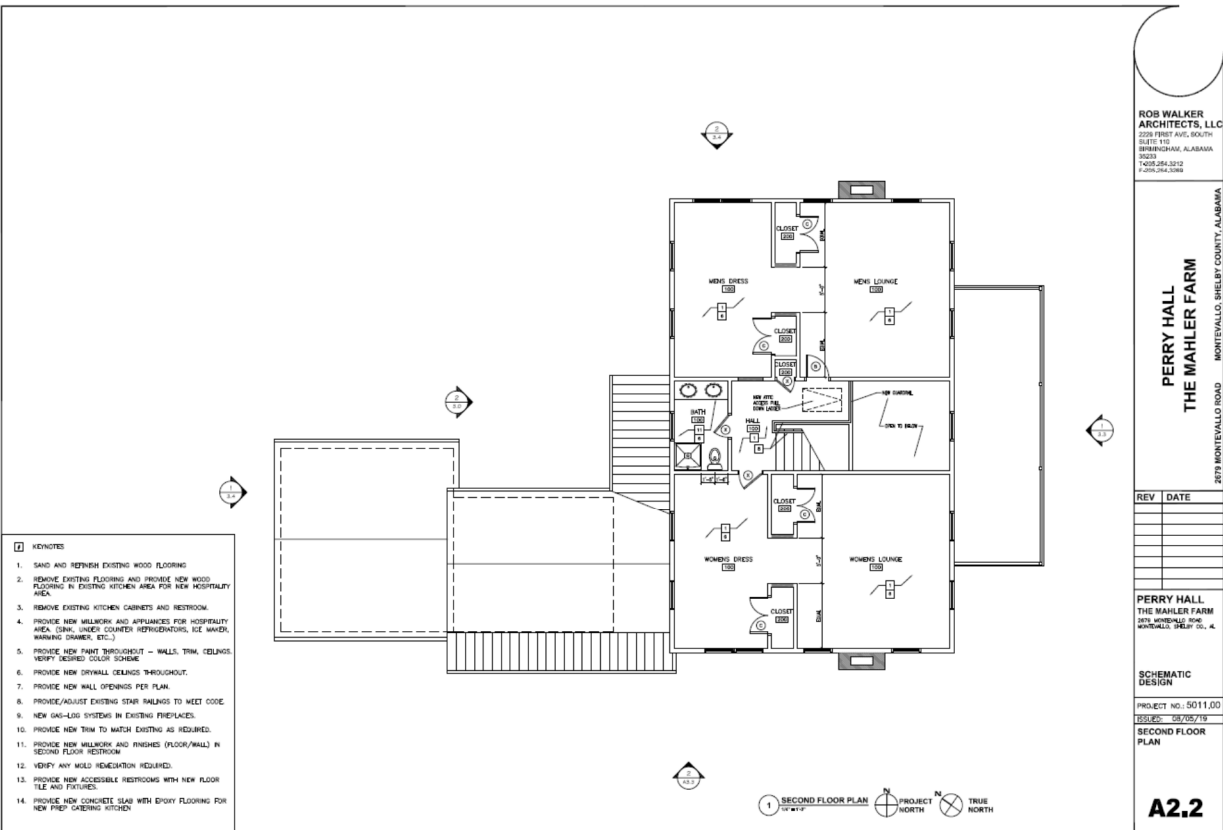
SCHEMATIC DESIGN

PROJECT NO. 5011.00

ISSUED: 08/05/19

FIRST FLOOR DEMOLITION PLAN

A1.1



ROB WALKER ARCHITECTS, LLC
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SCHEMATIC DESIGN

PROJECT NO. 5011.00

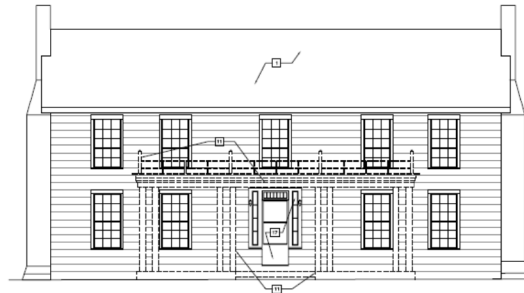
ISSUED: 08/05/19

SECOND FLOOR PLAN

A2.2



2 WEST ELEVATION
1/4" = 1'-0"



1 EAST ELEVATION
1/4" = 1'-0"

- NOTES**
1. REMOVE EXISTING SHINGLE ROOF SYSTEM AND FELT UNDERLAYMENT.
 2. PROVIDE NEW ICE/WATER SHIELD.
 3. PROVIDE NEW SHINGLE ROOF SYSTEM.
 4. PROVIDE NEW EAVE FLASHING.
 5. REMOVE AND REPLACE ALL EAVE FASCIA WITH HADERTON FASCIA BOARD AND TRIM.
 6. PROVIDE NEW GUTTERS AND DOWNSPOUTS.
 7. PROVIDE NEW FLASHINGS AROUND CHIMNEYS AND ROOF TO WALL INTERSECTIONS.
 8. PROVIDE NEW SEALANT ALL WINDOW AND DOOR OPENINGS AND ALL OTHER WALL PENETRATIONS / INTERSECTIONS.
 9. REPAIR EXISTING MASONRY AS REQUIRED AT CHIMNEYS.
 10. CLEAN INTERIOR OF CHIMNEY FLUES.
 11. REMOVE EXISTING FRONT PORCH ROOF, COLUMNS AND ENTRY SLAB.
 12. PROVIDE NEW FRONT PORCH STRUCTURE, ROOF, COLUMNS AND ENTRY SLAB.
 13. PROVIDE NEW BREZEEWAY ROOF AND STRUCTURE.
 14. PROVIDE NEW ACCESSIBLE RAMP AT REAR RESTROOMS.
 15. PROVIDE WALL INFILL AND DOOR AT EXISTING GARAGE FOR NEW PREP KITCHEN.
 16. REMOVE EXISTING EXTERIOR DOOR AT NEW RESTROOMS AND PROVIDE TWO NEW DOORS.
 17. RECONSTRUCT (REPLACE AS REQUIRED) EXISTING EXTERIOR DOORS AND PROVIDE NEW LOCKSET HARDWARE.
 18. NEW EXTERIOR LIGHT FIXTURES.
 19. RE-GLAZE EXISTING WINDOWS AS REQUIRED.
 20. PROVIDE NEW HANDBATH AROUND ALL EXISTING WINDOWS AS REQUIRED.
 21. PREP AND PAINT EXTERIOR SIDING, MASONRY, RAILING, SOFFIT, TRIM, AND WINDOWS.
 22. REFURBISH AND PROVIDE NEW LANDSCAPING.
 23. REFURBISH AND PROVIDE NEW HARDSCAPING (WALKS, DRIVES) AS REQUIRED.
 24. VERIFY SCOPE REQUIRED FOR PARKING AND ACCESS - PROVIDE IMPERVIOUS / LOW IMPACT PARKING AS REQUIRED.

ROB WALKER ARCHITECTS, LLC
225 FIRST AVE, SOUTH
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35203
740.924.2612
F.015.254.0288

PERRY HALL
THE MAHLER FARM

MONTEVALLO, SHELBY COUNTY, ALABAMA
2519 MONTEVALLO ROAD

REV	DATE

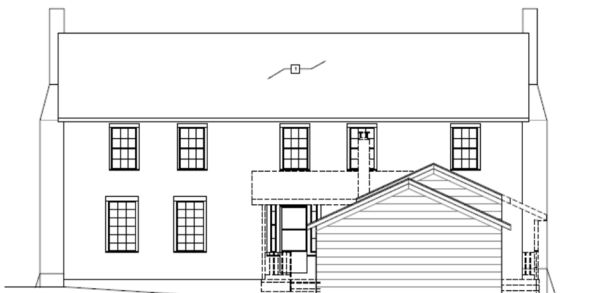
PERRY HALL
THE MAHLER FARM
3674 MONTEVALLO ROAD
MONTEVALLO, SHELBY CO., AL.

DESIGN DEVELOPMENT
PROJECT NO. 5011.00
ISSUE: 04/13/20
DEMOLITION ELEVATIONS

A3.0



2 SOUTH ELEVATION
1/4" = 1'-0"



1 NORTH ELEVATION
1/4" = 1'-0"

- NOTES**
1. REMOVE EXISTING SHINGLE ROOF SYSTEM AND FELT UNDERLAYMENT.
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PERRY HALL
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2519 MONTEVALLO ROAD

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MONTEVALLO, SHELBY CO., AL.

DESIGN DEVELOPMENT
PROJECT NO. 5011.00
ISSUE: 04/13/20
DEMOLITION ELEVATIONS

A3.1

ROB WALKER ARCHITECTS, LLC
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 35203
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 F-352.254.2388

PERRY HALL
 THE MAHLER FARM
 2878 MONTEVALLO ROAD
 MONTEVALLO, SHELBY COUNTY, ALABAMA

REV DATE

PERRY HALL
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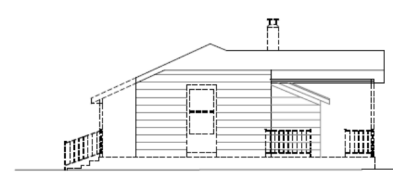
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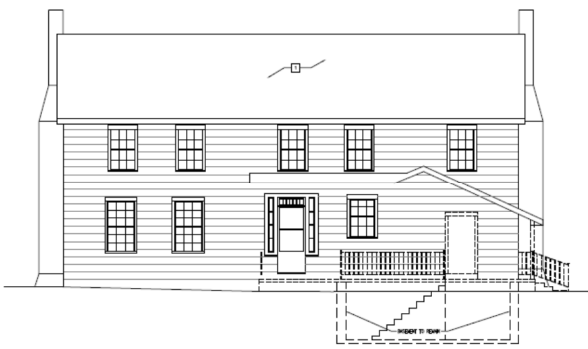
ISSUE: 04/13/20

DEMOLITION SECTIONS

A3.2



2 SECTION A
1/4" = 1'-0"



1 SECTION B
1/4" = 1'-0"

- KEYNOTES**
- REMOVE EXISTING SHINGLE ROOF SYSTEM AND FELT UNDERLAYMENT.
 - PROVIDE NEW ICE/WATER SHIELD.
 - PROVIDE NEW SHINGLE ROOF SYSTEM.
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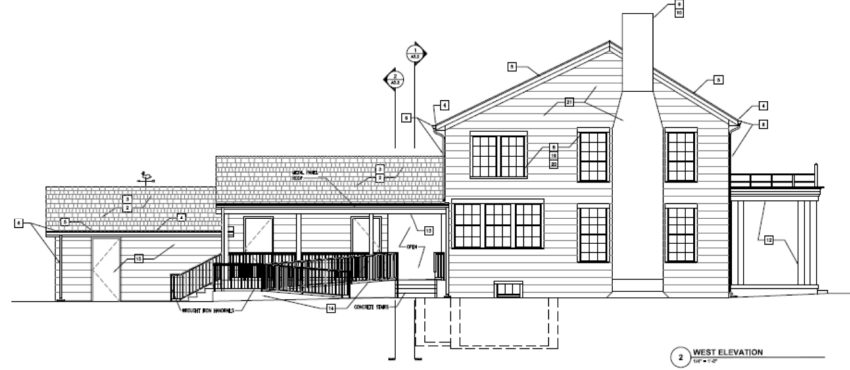
DESIGN DEVELOPMENT

PROJECT NO.: 5011.00

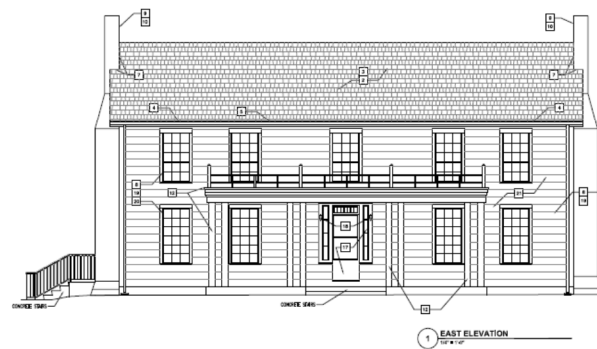
ISSUE: 04/13/20

EXTERIOR ELEVATIONS

A3.3

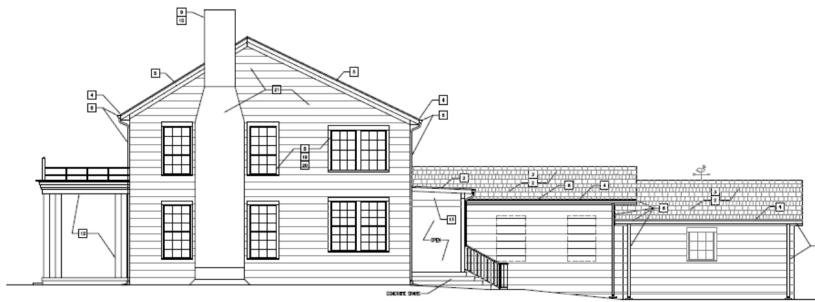


2 WEST ELEVATION
1/4" = 1'-0"

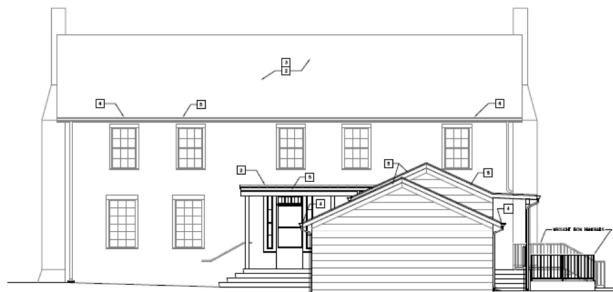


1 EAST ELEVATION
1/4" = 1'-0"

- KEYNOTES**
- REMOVE EXISTING SHINGLE ROOF SYSTEM AND FELT UNDERLAYMENT.
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2 SOUTH ELEVATION
1/8" = 1'-0"



1 NORTH ELEVATION
1/8" = 1'-0"

- NOTES**
1. REMOVE EXISTING SHINGLE ROOF SYSTEM AND FELT UNDERLAMENT.
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 BRUSHY MOUNTAIN, ALABAMA
 35023
 706.264.3212
 706.264.3588

**PERRY HALL
 THE MAHLER FARM**

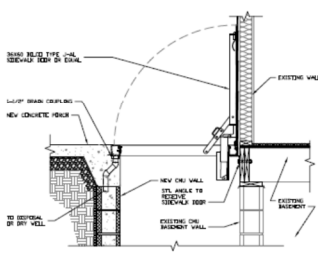
REV	DATE

**PERRY HALL
 THE MAHLER FARM**
 3676 MONTEVALLO ROAD
 MONTEVALLO, ALABAMA 35024

DESIGN DEVELOPMENT
 PROJECT NO. 5011.00
 ISSUE: 05/13/20

EXTERIOR ELEVATIONS

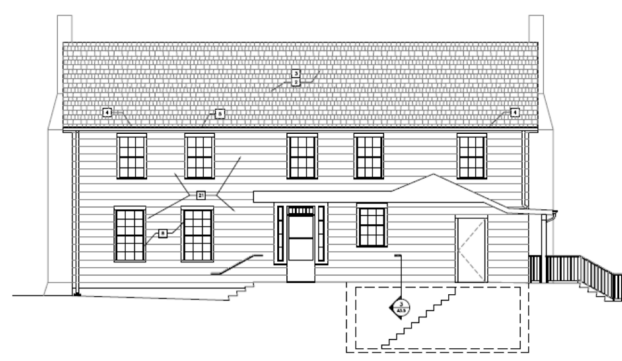
A3.4



3 SECTION DETAIL
1/4" = 1'-0"



2 SECTION
1/8" = 1'-0"



1 SECTION
1/8" = 1'-0"

- NOTES**
1. REMOVE EXISTING SHINGLE ROOF SYSTEM AND FELT UNDERLAMENT.
 2. PROVIDE NEW ICE/WATER SHIELD.
 3. PROVIDE NEW SHINGLE ROOF SYSTEM.
 4. PROVIDE NEW EAVE FLASHING.
 5. REMOVE AND REPLACE ALL EXISTING FACIA WITH HADSETRIM FACIA BOARD AND TRIM.
 6. PROVIDE NEW GUTTERS AND DOWNSPOUTS.
 7. PROVIDE NEW FLASHINGS AROUND CHIMNEYS AND ROOF TO WALL INTERSECTIONS.
 8. PROVIDE NEW SEALANT ALL WINDOW AND DOOR OPENINGS AND ALL OTHER WALL PENETRATIONS / INTERSECTIONS.
 9. REPOINT EXISTING MASONRY AS REQUIRED AT CHIMNEYS.
 10. CLEAN INTERIOR OF CHIMNEY FLUES.
 11. REMOVE EXISTING FRONT PORCH ROOF, COLUMNS AND SLAB.
 12. PROVIDE NEW FRONT PORCH STRUCTURE, ROOF, COLUMNS AND ENTRY SLAB.
 13. PROVIDE NEW BRICKERAY ROOF AND STRUCTURE.
 14. PROVIDE NEW ACCESSIBLE RAMP AT REAR RESTROOMS.
 15. PROVIDE WALL INFILL AND DOOR AT EXISTING GARAGE FOR NEW PREP KITCHEN.
 16. REMOVE EXISTING EXTERIOR DOOR AT NEW RESTROOMS AND PROVIDE TWO NEW DOORS.
 17. RECONSTRUCTION (REPLACE AS REQUIRED) EXISTING EXTERIOR DOORS AND PROVIDE NEW LOCKET HARDWARE.
 18. NEW EXTERIOR LIGHT FIXTURES.
 19. RE-GLAZE EXISTING WINDOWS AS REQUIRED.
 20. PROVIDE NEW HANGSETRIM AROUND ALL EXISTING WINDOWS AS REQUIRED.
 21. PREP AND PAINT EXTERIOR SIDING, MASONRY, RAILING, SOFFITS, TRIM, AND WINDOWS.
 22. REPAIR/REPLACE AND PROVIDE NEW LANDSCAPING.
 23. REPAIR/REPLACE AND PROVIDE NEW HANGSCAPING (WALKS, DRIVE) AS REQUIRED.
 24. VERIFY SCOPE REQUIRED FOR PARKING AND ACCESS - PROVIDE IMPERVIOUS / LOW IMPACT PARKING AS REQUIRED.

ROB WALKER ARCHITECTS, LLC
 2229 FIRST AVE., SOUTH
 BRUSHY MOUNTAIN, ALABAMA
 35023
 706.264.3212
 706.264.3588

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EXTERIOR SECTIONS

A3.5

Mayor Cost said this is what we've been waiting for. She said she's very excited about this project. The next step is to go out to bid.

Council Member Nix asked that we check to see if these improvements will affect our ability to have this property listed on the National Historic Register. Otherwise, understanding that the Council will still need to approve any bids or actions before the project can move forward, Council Member Nix made a motion to approve the design and move forward with bidding the project. Council Member Peterson seconded. ALL AYES . . . MOTION APPROVED.

Citizen Participation:

More questions and comments came in via Facebook.

Mary Bertolone asked why we are considering approving a Dollar General Store next to her subdivision. She said she's concerned about the added traffic and access to emergency vehicles.

Mayor Cost explained that this property is and has been zoned commercial, and that to deny a permitted use on that site would be considered a "taking."

With regard to the EMS issue, Chief Davis agreed the area near Ammersee Lakes is a bit tight for their trucks. However, he said it is passable.

Glenda Knight asked about her water bill. Mayor Cost suggested she contact the Water Board, noting we don't have that answer.

George Henry asked a question regarding the Dollar General site plan.

The City Clerk explained that issue has not come to the Council yet. As such, they have no basis on which to make any judgements or comments regarding the issue. It goes to the DRC and Planning Commission this week. If it makes it through those steps, a recommendation will be presented to the Council.

There being no further business before the Council, Council Member Nix made a motion to adjourn. Council Member Peterson seconded. ALL AYES . . . MOTION APPROVED. MEETING ADJOURNED at 6:34 p.m.

Submitted by:

Herman Lehman

City Clerk