

## **MINUTES**

### ***Montevallo City Council Work Session***

**November 14, 2016**

**5:30 p.m. at City Hall**

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

Mayor Cost called the Work Session to order at 5:32 p.m.

Chief Bill Reid presented the Fire Department report. He said they remain busy as usual with 114 calls in October. Their last call in October was in response to the pipeline fire in Helena. They've only had two brush fires in the city and Almont so far. They had two "no response" calls in October. However, one was cancelled by Rescue One. He also discussed their request for a new engine. He reminded everyone about the No Burn Order. He said they are applying for two grants for next year – a washer & dryer for their turn-out gear and another firetruck to replace Engine 82. If they get the grants, they will seek matching funds from outside organizations. The Health Foundation has agreed to provide the match for our current SCBA grant.

Chief Jeremy Littleton presented the Police Department report:



## Montevallo Police Department City Council Report

Date:  
11/14/2016

### Patrol Report:

Total Calls:  
828

Burglaries:  
4

Zone Checks:  
496

Total Cases:  
118

Auto Burglaries:  
4

School Patrols:  
34

Traffic Accidents:  
25

Domestics:  
11

Traffic Stops:  
184

Assaults:  
1

Traffic Citations:  
109

Fraud/Forgery:  
1

Total Arrests:  
30

Thefts/Attempts:  
16

### Investigations (New Cases):

Felony Cases Pending:  
3

Misdemeanor Cases Pending:  
1

Felony Cases Closed:  
2

Misdemeanor Cases Closed:  
0

### School Resource Report:

Offense Reports:  
1

Traffic Accident Reports:  
0

Cases Pending:  
0

Incident Reports:  
0

Arrest Reports:  
0

Cases Closed:  
1

**Additional Comments:**  
The police department is participating in No Shave November, and all donations go to the Wings of Hope Pediatric Foundation. The police department employees have already raised \$670.00. If you would like to donate, you can bring your donation to the police department, or we have a link set up on our Facebook page.



## Montevallo Police Department Code Enforcement Activity Report

Date:  
11/14/2016

Inspection Period  
10/24/2016

Inspection Period  
11/14/2016

### Inoperable Vehicle Inspections:

Inspected:  
0

Pending:  
2

Closed:  
0

### Animal Complaint Inspections:

Inspected:  
0

Pending:  
0

Closed:  
0

### Abandoned Building Inspections:

Inspected:  
0

Pending:  
37

Closed:  
0

### Property Inspections:

Inspected:  
0

Pending:  
3

Closed:  
2

### Miscellaneous Complaints:

Inspected:  
2

Pending:  
0

Closed:  
1

Inspected:  
2

Total Inspections this Period:  
2

Total Inspections Year to Date:  
133



## Montevallo Police Department Code Enforcement Activity Report

### Inspections this Period:

Report of Illegal garage sale and vehicle storage at Hwy 119 / 24.

### Inspections Pending Continued from Last Period:

Letter mailed to Henke with final time limit for removal of logs. Henke's time limit expires today.

Complaint of overgrown lot on Commerce Street. Large vacant wooded lot. Sign posted and letter mailed. No owner action. Time limit expired at the end of October.

Walden Court vehicle in driveway expired tag and not moved. Vacant structure next door has camper in driveway. Contacting Owners about issues.

Overgrowth on Samford Street. Caller reported rats possibly living in grassy area. Spoke to a male who mentioned maintaing it for property owner.

### Cases Closed this Period:

Letter mailed to owners of residences of Parkway Cir and Ashville Rd about trash near roadway.

Large pile of discarded furniture piled next to Falcon Manor II lower dumpster. Contacted Property Management and they will remove.

Garage sale was spoken to by Debbie and has not been in operation when checked multiple times.

### Other Comments:

Unsafe Structure on Tomlyn Road is being repaired. Homeowner given extension for repairs.

Unsafe Structure on Ashville Road has been torn down. Final clean up in progress.

Unsafe Structure on White Street, the unsafe porch has been removed without intervention from the City.

No action on 110 Samford Street. Possible new owner through tax sale.

No action on 125 & 135 Dauphin Street and 161 Commerce Street.

Montevaillo Police Department Stats

	January-16	February-16	March-16	April-16	May-16	June-16	July-16	August-16	September-16	October-16	November-16	December-16	Total
Total Cases	85	90	97	129	115	101	132	149	125	118			1141
Criminal Cases	30	26	35	32	40	42	45	50	35	30			365
Non-Criminal	10	8	20	18	18	15	21	20	12	18			160
Traffic Accidents	18	12	13	18	17	9	19	22	13	25			168
Traffic Citations	167	168	168	167	153	120	112	102	72	109			1338
DUI Arrests	3	2	0	2	3	1	6	2	3	3			25
Public Intox Arr	0	0	1	1	4	2	0	3	2	1			14
Alias Arrests	6	9	8	10	14	18	22	18	13	13			131
Juvenile Arrests	0	1	0	4	0	0	0	0	1	0			6
Misd Arrests	3	12	13	12	5	11	13	18	9	8			104
Felony Arrests	2	2	3	7	2	3	9	1	0	3			32
Drug Related	7	5	8	9	2	5	11	6	5	4			62
Total Arrest	17	31	33	48	30	37	64	48	33	30			371
Auto Thefts	0	0	0	0	0	1	0	0	0	0			1
Burglaries	2	2	0	2	3	1	1	2	4	4			21
Auto Recoveries	0	0	0	0	0	1	0	0	1	0			2
Auto Burglaries	2	3	3	2	1	2	1	2	2	4			22
Criminal Mischief	3	3	8	4	6	3	4	0	3	1			35
DV. Related	5	9	11	16	12	12	7	7	8	11			98
Assaults	0	2	0	0	3	5	2	2	3	1			18
Fraud/Forgery	5	2	3	1	2	2	1	0	3	1			20
Harass / Reck	6	7	6	5	8	8	9	7	14	6			76
Misc. Offenses	9	5	5	0	11	8	23	25	14	6			106
Robberies	0	0	1	0	2	1	0	0	1	1			5
Thefts / Attempts	2	9	4	7	9	11	9	12	18	16			97
Suicide Attempts	1	1	0	2	0	0	0	3	1	0			8
Suicides	0	0	0	0	0	0	0	0	0	0			0
Deaths	1	2	1	0	1	2	0	0	0	1			8

Karen Kiker  
12:22 PM  
11/11/2016

Kirk Hamby, Director of Public Works, informed the council that the repair of the Street Sweeper will only cost around \$7,800 – not the \$10,000 approved by the council. C&K Automotive provided all the labor at a very good price. The truck is back on the streets and working fine.

Mr. Hamby reminded everyone that the city's Christmas Parade is on Thursday night. His crew will be decorating the city's float.

Since Mr. Baugh was unable to attend the meeting, Mr. Hamby noted that Youth Soccer has ended and Basketball has just begun. He also noted that 2 out of 3 of our local youth football teams won their league tournaments this year. He also noted that the MHS football team made it to the second round of playoffs.

Arthur Herbert reported that he has three potential new board members for ValloCycle.

Council Member Nix reported that Critters by the Creek was a big success – a few less people in attendance this year but everyone seemed to have a lot of fun.

Dwight Dellinger presented the Golf Course Report:

# Montevallo Golf Club

## Monthly Report October 2016

	<u>MTD</u>	<u>YTD</u>
<u>Rounds Played</u>	863	863
2015	882	882

### New Members

Renewals – 36 of 47 (77%) members have renewed their memberships as of 10/31/16.

### Tournaments / Events

10/14/16 University of Montevallo Olympics Day  
80 players (Last year – 32 players)

10/29/16 Lesters Chapel UMC “Ribeye Open” 17 players (Last  
year – 28 players)

### Upcoming Tournaments / Events

None

Dwight Dellinger

11/05/16

Clay Arnall reported that the course is very dry right now. He also explained the request for a new sand pro at the course. He said the old unit doesn't meet their needs but can still be used by Mr. Baugh at the ballfields. He explained that the equipment is used primarily to keep the sand traps maintained and smooth. He obtained three quotes for a replacement unit. The quote he recommended is in the middle as far as price goes but the unit is superior to all the others because it has been completely re-built and comes with a three year warranty. He said this like-new unit will cost us around \$8,000 less than a new unit.

Janice Seaman reported on behalf of the Historic Preservation Commission noting that Mayor Cost met with Mary Shell from the State Historical Commission on the 10<sup>th</sup>. She discussed the benefits of having a more in-depth archeological investigation of the Mahler property.

Allie Williams presented the Library Report:

PARNELL MEMORIAL LIBRARY  
MONTHLY REPORT  
OCTOBER 2016

CIRCULATION:	3109 items charged (Increased by 5%)
COMPUTER USE:	587 users (Decreased by 12%)
STORYTIME/4:	84 (Increased by 13%)
MOVIES/4:	163 people attended (Decreased by 26%)
OTHER KIDS' PROGRAMS/1:	13
ADULT PROGRAMS/1:	109
DEPOSITS:	
	10/17/16      \$385.70
	10/31/16      \$175.12
	10/31/16      \$67.70
	<hr/>
	\$628.52

She also noted there were 1,547 website visits since her last report.

Council Member Walker informed the council that the bills appeared to be in order.

Steve Gilbert noted this is a very busy week for the Chamber of Commerce. The Chamber luncheon is Wednesday. Pam Nichols will be their speaker. The Christmas Parade is at 6:00 p.m. on Thursday. At 4 P.m. Friday there will be a ribbon cutting at Emma Gray's and at the same time on December 2<sup>nd</sup> there will be one at Trendy Chic. He said the MDCD met earlier and approved the \$5,000 fee for the Brownfield Grant submission. He said he is very excited about the possibilities of this grant especially as it relates to preparing us to move forward in the future. He also mentioned that a group of city representatives met earlier that day with a micro-brewery and that they seem to be very interested in Montevallo as a location for their new business.

Mayor Cost asked for the use of three golf carts for the Christmas Parade.

Mr. Gilbert also mentioned that the Brownfield grant we want to apply for is a non-matching grant for a community-wide assessment of potential brownfield sites. He met the representatives of the company at the Main Street Convention in Milwaukee. The total grant is for \$300,000 and we have three years to use the funds. It will prove Phase I and Phase II assessments as warranted. There is even the potential to submit for a second grant to help clean-up the sites. He noted the company will also help us do renderings of what these sites could look like once redeveloped, assuming we are awarded the grant. The MDCD has agreed to provide the \$5,000 fee for writing the grant. If we do not get the grant this year, they will apply again for us next year.

Mayor Cost thanked Mr. Gilbert for doing such a great job and noted that this is just one example of the benefits we have received from our participation in the Main Street program.

### ***Montevallo City Council Meeting***

**November 14, 2016**

**6:00 p.m. at City Hall**

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

### **Pledge of Allegiance**

### **Meeting Call to Order**

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

## **Approval and/or corrections of the minutes - 10/24/16 & 11/7/16**

Council Member Peterson made a motion to approve the Minutes from October 24, 2016. Council Member Goldsmith seconded. ALL AYES . . . MOTION APPROVED.

Council Member Walker made a motion to approve the Minutes from November 7, 2016. Council Member Nix seconded. ALL AYES . . . MOTION APPROVED.

**Student Recognitions / Awards:** NONE

**Opportunities for citizens to speak to the Council:** No one participated.

Mayor Cost read a letter she received from a local resident:

To: Hollie Cost and the City of Montevallo

Dear Mayor Cost (Hollie),

I wanted to send this letter of sincere thanks to you, The City of Montevallo Police Department and the entire town of Montevallo.

As you know on October 9<sup>th</sup>, 2016 my nephew Terrontie Sullens (Coach T) was killed in a car accident near American Village. From the time we received the call from Sgt. Reese and met him at the police station- we were met with nothing but sincere compassion for our family. He handled telling us the tragic news in the upmost respectful way. All the other police that was on duty showed us sincere sympathy and tried to help console our family as best as they could. This has been a very tough time for all of our family but I can truly say that the town of Montevallo really made this much more bearable.

I just want to say thank you to our wonderful town of Montevallo. This small town really showed our entire family the true meaning of #wearemontevallo. NO stones were left unturned. The people of Montevallo called, texted, dropped by, brought food, donated money and most of all prayed for us and prayed with us. I would not want to live anywhere else but in this little small town that we call Montevallo. If I had 10,000 tongues I would use each of them to continue to say thank you. Blood doesn't have to make you family-Love does. Terrontie impacted a lot of kids lives in his short time on earth and the Town of Montevallo has impacted our lives forever.

We are forever grateful!!

Fran Cottingham (Terrontie Sullen's Aunt)

Mayor Cost said she received a proposal from the Montevallo Arts Council regarding the removal of the old radio tower at the SPARK, as well a request to install three covered work spaces next to their building.



### **Proposal for Work at Art / Recycling Center**

Removal of the old radio tower located to the side of the building facing Overland Road. This tower is no longer behind a fence and presents a liability. It also partially blocks the side walk to the entrance of the building where we are building a ramp for handicap access.

We would also like to find a small area in the warehouse to locate our Kiln. This needs to be close to a power source capable of supplying a 220 Volt circuit. We will provide the electric supplies and installation necessary to insure proper operation.

We would also like permission to locate up to 3 metal carports (20 x 20 in size) at or near the rear of the building. These shelters would be utilized for activities such as wood carving, (chainsaws and other power tools), metal working, welding, black smith, media blasting etc.

Sincerely,

*Suzanne Hurst*

Suzanne Hurst

Montevallo Arts Council  
President

The Mayor asked Council Members Bunt and Peterson, as well as Mr. Hamby to investigate this request and recommend a course of action.

Mr. Gilbert explained that the Arts Council is concerned that students attending the mural camp this summer may climb on the tower and that it could be a safety hazard. He said removing the tower would reduce all of our liability.

Leah Waites informed the council that the Junior City Council had a short meeting earlier that day and discussed ways to distribute Refresh cards to students who did not attend the

school assembly. She also noted that their meeting will now be the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of the month at 5:15 p.m. at City Hall. She said they will be volunteering at the Christmas Parade this year. They also are looking at things to add to the city website.

**Committee Reports and Consideration of Bills:**

**Public Health & Safety** (Police, Fire, Code Enforcement, Housing Abatement)–  
**Sustainability** (Streets & Sanitation, Recycling, Arbor & Beautification, ValloCycle, Environmental Preservation Initiatives) – Discussed earlier.

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

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

**Finance, Economic Development & Tourism** (Finance, MDCD, IDB, Chamber) – Discussed earlier.

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

**Consent Agenda:** NONE

**New Business:**

EPA Brownfield Community Wide Assessment Grant – Ayres Associates - \$5,000:

Council Member Peterson made a motion to approve hiring Ayers Associates at a cost of \$5,000 to be provided by the MDCD. Council Member Walker seconded. ALL AYES . . . MOTION APPROVED.



November 4, 2016

Mr. Steve Gilbert  
Executive Director  
Montevallo Chamber of Commerce  
845 Valley Street  
Montevallo, AL  
Via email: [montevallochamber@gmail.com](mailto:montevallochamber@gmail.com)

Re: Proposal for EPA Brownfield Community Wide Assessment Grant Application  
City of Montevallo, AL

Dear Steve,

Based upon our previous conversations about pursuing United States Environmental Protection Agency (EPA) Brownfield Assessment Grants, we have prepared this proposal outlining our professional services involving preparation of a Community-Wide Assessment Grant application to the U.S. EPA. Under cover of this letter, we have included our scope of services, time schedule, fee, and contract terms and conditions.

The purpose of this EPA brownfield assessment grant is to assess environmental conditions of public and/or private property located within the applicant's jurisdictional limits. The EPA Assessment Grant would be submitted by the City of Montevallo, AL, as a community-wide assessment grant proposal, and therefore, there is no site eligibility or property ownership eligibility criterion is needed at this time. If the City is awarded a grant and the City enters into a cooperative agreement with the EPA, we will later be required to determine which properties will need environmental assessment funding from the EPA, as sites become of interest to the City, and only then we will request site-specific approval to expend monies on each particular site, after its eligibility is verified.

Recent EPA policy clarifications now allow use of site assessment dollars for environmental site assessments in conjunction with efforts to promote area-wide planning among areas and corridors of Brownfield sites. This may allow funding to be available for our planners to proactively evaluate project areas and projects for future beneficial reuse through the Brownfield Redevelopment process and the EPA Community-Wide Assessment Grant. To re-emphasize our previous discussions, a grant award will provide the financial means to the City for conducting due diligence activities PRIOR to acquiring any future properties during the life of the grant. Moreover, these funds can be used to assist local development projects and their developers by providing the funds to conduct their due diligence activities with development partners and on behalf of local landowners.

We understand that our clients are doing more with less and as a result, have neither the time nor expertise to provide the necessary oversight of an EPA Brownfield Grant. Our professionals not only prepare grant applications and implement the environmental activities within the grant, but we also assist our communities with the documentation necessary to fulfill the EPA project manager, grant manager, and grant specialist requirements.

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5201 E. Terrace Drive, Suite 200 • Madison, WI 53718  
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Steve Gilbert  
November 4, 2016  
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Typical elements of an awardees' quarterly and annual documentation include:

- ✓ Quarterly reporting of grant expenditures
- ✓ Grant recipient and contractor updates
- ✓ MBE/WBE (form 5700-52A) annual/semi-annual reporting
- ✓ FFR form 425 (replaces SF 269) annual financial updates
- ✓ Lobbying certification (form 5700-53) and other closeout reports
- ✓ Davis-Bacon wage rate requirements (not typical but occasionally required for assessment grants)
- ✓ ACRES property profile reporting system
- ✓ Administrative records, decision documents, and EPA community relations plan

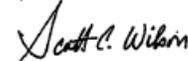
Ayres Associates has extensive experience helping communities fulfill these requirements, and when requested, we have assisted clients with setting up the ASAP automated banking account information for funding draw-downs from the EPA's Regional Headquarters. Our coordination with the EPA disadvantaged business program manager has allowed our firm to plan field activities in which our clients regularly exceed their MBE/WBE employment goals. If awarded the grant, we can write into the work plan our costs for administering the grant and in so doing, ensure minimal effort by the City. We have developed and employed a proprietary invoice tracking system to provide clear and consistent guidance to our municipal clients on how to account for the grant dollars expended and from which grant account your accountants should make the funding withdrawals. This has provided our clients peace of mind knowing that their funding is secure and being managed in the most efficient manner possible.

This proposal and agreement for services is related to applying for an EPA Community Wide Assessment Brownfield Grant, with an application submission date on or before December 20, 2016. Actual date of potential award of the grant is at the discretion of the EPA; however, it is reasonable to assume that the EPA Grant program would announce to the City whether your grant will be funded by mid to late May 2017. It would then take a minimum of several months to finalize a contract between EPA and the City.

If you find our agreement acceptable, please countersign and return the agreement to my attention as soon as possible. Please call me at (608) 443-1258 if you have any questions or concerns.

Respectfully,

Ayres Associates Inc



Scott C. Wilson, PSS  
Vice President – Environmental Services

SCW:sem

Enclosure

Project: 8.19 File: h:\aa scotts folders\aa grants\bf grants\montevallo, al\montevallo al epa assess grant appl proposal.docx

**SCOPE OF SERVICES**  
**Environmental Protection Agency (EPA)**  
**Assessment Grant Program**

**Scope of Work**

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EPA's investment in the Brownfields Program has resulted in many accomplishments, including leveraging more than \$6.5 billion in Brownfield cleanup and redevelopment funding from the private and public sectors. This program has created approximately 90,363 new jobs, leveraging several dollars for every dollar expended by EPA. Moreover, stormwater runoff from Brownfield redevelopment is 47 to 62 percent lower than what occurs on greenfield developments. Lastly, beneficial reuse of Brownfield sites can increase residential property values 5.1 to 12.8 percent when nearby Brownfields are assessed, remediated, and brought back into productive reuse. The momentum generated by the EPA Brownfields Redevelopment Program is leaving an enduring legacy. The Brownfields Program has provided guidance and incentives to many municipalities across the nation in support of economic revitalization. The EPA Brownfield Program continues to look to the future by expanding the types of properties it addresses, forming new partnerships, and undertaking new initiatives to help revitalize communities across the nation.

The City of Montevallo, AL, is submitting an EPA Community-Wide Assessment Brownfield Grant application in the amount of \$300,000. The City will use the requested Assessment Grant funds to support Brownfield redevelopment in the City where redevelopment reduces threats to health, welfare, and the environment: creates new jobs, taxes, and economic activity for your community; and eliminates blight.

Ayres Associates will prepare and submit an EPA Community-Wide Assessment Grant application as described below.

- Obtain the necessary paperwork and applicant eligibility requirements from the City.
- Request Letters of Support from Stakeholders in the City including the University and County.
- Prepare a formal description of the City and its urban renewal in-fill objectives and associated site improvement history and redevelopment objectives.
- Describe in detail how sites will be selected for assessment, including access issues for private landowners, site inventory, and prioritization efforts by the City or other development end-users.
- Identify the City's community need(s) and prepare a written description of the City's ability to identify additional resources and its ability to manage federal funds as required by EPA.
- Prepare an estimated project budget.
- Describe the sustainable reuse of the City's potential redevelopment areas.
- Identify and describe the "reduction of threats to human health and the environment" associated with the potential project redevelopment sites with the City.
- Identify and describe the "planned reuse" of potential project sites.
- Identify use of existing and potential green space within the City's proposed redevelopment areas.
- Describe and coordinate community involvement practices as they pertain to the overall project.

- Prepare and submit the final application documents required under the "Competition for the 2016-17 National Brownfields Site Assessment Grant Program," which will be due for submittal on or before December 20, 2016.
- Describe all jurisdictions covered under the proposal and provide general demographic data.
- Prepare applicable mandatory attachments.

#### **City Responsibilities**

The City will not be required to supply a cost share (match) for the EPA Assessment Grant; however, you will be required to identify other leveraged funding sources or potential sources of funding for completion of related development projects conducted with use of the EPA Assessment funding, including other State and Federal redevelopment grants. We will need documented "proof" of these leveraged funds such as grant or loan award cover letters, municipal resolutions, endowments, or other pertinent sources of funding directed into the target area described in the grant. Just a few pages that offer "proof" of the award or expenditure is sufficient.

The performance period for this assessment grant is three years AFTER the City and EPA enter into a cooperative agreement for the assessment grant.

Respond promptly to Ayres Associates requests for supporting information to accompany the grant request.

#### **Time Schedule**

The EPA Assessment grant will require submission on or around December 20, 2016. Actual award of the grant is at the discretion of the funding agency. However, it is reasonable to assume that notification of an award will be sometime in late spring 2017. Should the City be awarded the grant, the EPA will request that the City file several federal forms related to the grant award and agreement, as well as a work plan that, in general, describes the proposed uses of the funding. The work plan need not go into detail on the actual project sites; just generalities for the proposed expenditures of the funding (e.g. number of anticipated Phase I ESAs, Phase II ESAs, Remedial Action Plans, etc.). If the City is successful in getting the grant award, the paperwork (form submittals) and work plan development and submittal must occur during the summer months of 2017 and be submitted by September 30, 2017.

#### **Additional Services**

The EPA will require that a series of federal forms be completed in addition to preparation of the work plan prior to the EPA issuing a cooperative agreement to the lead City partner (City) for implementation of the grant. It has been Ayres Associates experience with many other communities in which we assisted in the EPA grant process that those municipalities have engaged Ayres Associates to prepare the work plan and fill out the necessary federal forms. We can and will assist the City in completion of these forms. Once the EPA cooperative agreement is executed by both parties, the programmatic costs associated with the grant can reimbursable expenses to the City if specifically accounted for in the assessment grant work plan.

#### **Fee**

We will perform the above services for a lump sum fee of \$5,000.

**Contract Terms and Conditions**

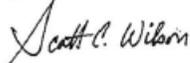
Attached are "Contract Terms and Conditions" which will apply to the services and which are incorporated into this proposal by reference.

**Acceptance**

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

Proposed by Consultant:

Ayres Associates Inc



Scott C. Wilson, PSS  
VP – WI Environmental Services

SCW:sem

Attachment

Accepted by:

City of Montevallo, AL

  
Signature

11-14-16

Date

Purchase of Cushman Groundskeeper Using Budgeted Golf Capital Reserve Funds - \$8,995:

Council Member Nix made a motion to approve the purchase of a Cushman Groundskeeper using budgeted Golf Capital Reserve Funds at a cost of \$8,995. Council Member Walker seconded. ALL AYES . . . MOTION APPROVED.

Recommendation of Public Safety Committee re: Fire Truck Purchase & Financing – Council Member Goldsmith informed the council that it was the Public Health & Safety Committee’s recommendation that the city purchase the equipment request as detailed in the City Clerk’s summary:

*Council:*

*As you know, our Fire Department will soon need to purchase a new pumper truck in order to comply with NFPA recommendations, provide exemplary fire protection to our citizens and maintain our outstanding ISO rating of 3. It is critical that we have adequate water flow for fire suppression during fire events as well as to keep our maintenance expenses manageable. Having a low ISO rating is important because it is one of the things insurance companies – especially commercial firms – use to set the property insurance rates they charge business owners and homeowners. As a result, if our ISO rating were to go up, so would the amount they pay for insurance.*

*Mayor Cost has received a commitment from Central State Bank to finance a new truck or trucks on the following terms:*

*These pricing options are good for 60 days and there will be no closing costs associated with the loan.*

**Option 1:** 1.5% Fixed for 5 years on a 10 year Amortization. Rate will adjust once at the end of year 5, with a cap of 3.25%. The rate will be tied to Prime.

**Option 2:** 2.85% Fixed for 10 years on a 10 year Amortization.

Chief Reid has been soliciting quotes for the new truck. The lowest quote is around \$445,000. They also have a need for rescue vehicle that would cost around \$65,000. As such, in fairly short order, they will need to purchase around \$510,000 in new vehicles.

In our Regions Capital Reserve, we budgeted for 2016-17 a total of \$95,000 for all fire department related expenditures. We refinanced the existing fire truck loan at a fixed rate of 1.5% rate and our payments are now approximately \$38,520 per year.

If we purchase a new pumper truck and other emergency vehicle for \$510,000 based on the options above, our costs would be approximately as follows:

Option 1:	Years 1-5 @ 1.5%	\$4,580/month, \$54,960/year	\$274,800
	Years 6-10 @ 3.25%	\$4,707/month, \$56,484/year	<u>\$282,420</u>
			\$557,220

Option 2:	Years 1-10 @ 2.85%	\$4,890/month, \$58,680	\$586,800
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Option 1 is clearly the most cost effective, even if the rate increases to its max. Therefore, if we use Option 1 as a guide, years 1 through 5 our total cost for both loans will be approximately \$93,480. Years 6 through 7, \$95,004. And, years 8-10, \$56,484. As such, after year 7, the department would theoretically have \$38,520 a year they could use for additional capital needs. After year 10, they'd be back up to the full \$95,000.

Chief Reid was adamant that purchasing the new pumper truck and support vehicle is their top priority and essential to our ability to maintain a favorable ISO rating. As such, he and his department are very much in favor of making this investment, especially while our cost of borrowing money is so low.

The Public Health & Safety Committee has recommended purchasing these vehicles and financing them according to Option 1 above.

HERMAN

Mayor Cost noted that we have approached both UM and Wilton in an effort to increase funding for the operation of our fire and rescue service.

Council Member Nix asked if this proposal includes the Chassis. Chief Reid said it does.

Council Member Goldsmith made a motion to approve the acquisition of the new fire trucks and the loan based on Option 1 from Central State Bank. Council Member Bunt seconded.  
ALL AYES . . . MOTION APPROVED.

GOVERNMENTAL LEASE PURCHASE AGREEMENT

\$510,000.00

This GOVERNMENTAL LEASE PURCHASE AGREEMENT ("Lease") between the CENTRAL STATE BANK ("Lessor") and the CITY OF MONTEVALLO ("Lessee") is dated as of November \_\_, 2016. Lessor leases to Lessee and Lessee leases from Lessor the below described Items of Equipment (hereinafter referred to collectively as the "Equipment" and individually as an "Item" or "Items of Equipment") for the Rental Term or Terms and for the Rental or Rentals payments specified below, subject to all terms and conditions of this Agreement.

**Section 1. Equipment:** As supplemented by Acceptance Certificates hereto. The Equipment may not be subleased, without prior written permission of Lessor. The Equipment shall be located at 541 Main Street, Montevallo, AL 35115, provided that if any Equipment consists of motor vehicles or other mobile equipment such Equipment shall be based at such location and may be moved within the continental United States so long as it regularly returns to such location. The Total Equipment Cost is \$510,000.00 (collectively the "Total Equipment Cost")

**Section 2. Term of Lease:** The term of the Lease shall be one hundred and twenty (120) (the "Term"), except as limited by Section 13 below.

**Section 3. Rentals; Interest Rates:** Lessee shall pay to Lessor, Rental for the use of the Equipment as follows:

(A) On the first Payment Due Date following the date of this Lease and on each successive Payment Due Date thereafter during the Term, Lessee shall pay to Lessor one hundred and twenty (120) payments of principal and interest in an amount as is necessary to amortize the outstanding principal balance and accrued interest of the Total Equipment Cost over the Term together with any and all other amounts to become due in accordance with the terms of the Lease, plus taxes if applicable, provided, the outstanding principal balance of the Total Equipment Cost, together with all accrued and unpaid interest thereon and all other charges shall be due and payable on December \_\_, 2026.

Interest Rates implicit in such Rentals shall be as follows:

(B) Prior to the Interest Rate Adjustment Date during the Term, the outstanding principal balance hereunder shall bear interest at 1.50% per annum. On the Interest Rate Adjustment Date and for the remainder of the Term thereafter, the outstanding balance hereunder shall bear interest at the then current Adjusted Prime Rate. To avoid any doubt as to the intention of the parties, the interest rate may change on the Interest Rate Adjustment Date however such rate shall be fixed at the then current Adjusted Prime Rate as of the Interest Rate Adjustment Date for the remainder of the Term and shall not be subject to change thereafter.

As used herein, the following capitalized terms shall have the meaning as set forth below:

"Adjusted Prime Rate" means the Prime Rate, provided that at no time shall the Adjusted Prime Rate be higher than 3.25%.

"Interest Rate Adjustment Date" means November \_\_, 2021 (viz., the date five (5) years, from the date of this Lease).

"Overdue Rate" shall be the interest rate currently in effect at the applicable time plus 5% per annum.

“Payment Due Date” means the \_\_\_\_ day of each month.

“Prime Rate” means the U.S. Prime Rate, as published in the most recent The Wall Street Journal (it being understood and agreed that the prime rate is a reference rate used by Lessor in determining interest rates on certain loans and extensions of credit and is not intended to be the lowest rate of interest charged on any extension of credit by Lessor. If the Wall Street Journal no longer publishes a prime rate then Bank shall select a similar index rate from another similar market source.

**Section 4. Insurance:** At its own expense, Lessee shall maintain insurance on each Item of Equipment for an amount not less than the greater of the replacement cost thereof or the actual value of such Item, and shall maintain adequate comprehensive general public liability, auto liability, but in no less than (a) Liability: \$5 million per occurrence or other amount agreed upon in writing by Lessor. All such insurance shall name Lessor as a lender loss payee and an additional insured and shall provide that said policy may be altered or canceled by the insurer only after thirty (30) days prior written notice to, and that losses shall be adjusted only with and paid to, Lessor and its assignee, if any, and Lessee, as their interests may appear. In the event Lessee shall fail to obtain or maintain insurance in accordance with the provisions of this Section, Lessor shall have the right to obtain such insurance as Lessor deems necessary, and Lessee shall be obligated to, and shall upon demand, reimburse Lessor for the payment of all premiums therefor together with interest computed from the date of Lessor's payment at the interest rate specified in the Schedule. If any insurance proceeds are received with respect to an occurrence which does not constitute an Event of Loss. The foregoing amounts of insurance are minimum amounts only, Lessee expressly agreeing that in any event the insurance shall at all times be in an amount which shall be sufficient to provide full coverage against all loss and liability.

**Section 5. Selection; Representation, Warranty and Disclaimer of Warranties.** Lessee acknowledges, represents and warrants that it has made the selection of the Equipment based on its own judgment and expressly disclaims any reliance upon statements made by or on behalf of the Lessor. **LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, TITLE TO OR THE VALUE, DESIGN OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS OR CAPACITY OR DURABILITY FOR ITS ORDINARY USE OR ANY PARTICULAR PURPOSE, THE QUALITY OF MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER OR ORDERS RELATING THERETO OR ITS COMPLIANCE WITH, OR SATISFACTION OF, THE REQUIREMENTS OF ANY LAW, RULE OR CONTRACT AND, AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS".** Lessor shall not be liable, to any extent whatever, for the selection, quality, condition, merchantability, suitability, fitness, operation or performance of the Equipment. Without limiting the generality of the foregoing, Lessor shall not be liable to Lessee for any liability, claim, loss, damage or expense of any kind or nature (including strict liability in tort) caused, directly or indirectly, by the Equipment or any inadequacy thereof for any purpose, or any deficiency or defect therein, or the use or maintenance thereof, or any repairs, servicing or adjustments thereto, or any delay in providing or failure to provide any part thereof, or any interruption or loss of service or use thereof, or any loss of business, or any damage whatsoever and howsoever caused, except for any such loss or damage caused by the willful acts of Lessor, or its agents, representatives and assigns. **UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.** Lessee represents and warrants that: (i) Lessee is a duly constituted, organized and validly existing political subdivision existing under the laws of the State and is authorized to purchase, or Lease with option to purchase personal property and to sell or lease or otherwise dispose of personal property; (ii) Lessee has full power, authority, and legal right to execute, deliver and perform the agreements on its part contained in this Lease; (iii) the person or persons executing this Lease on behalf of Lessee have been duly authorized under the laws of the State and a duly adopted resolution of Lessee's

governing body, is in full force and effect on the date hereof to execute this Lease on behalf of Lessee and to obligate Lessee hereunder (with a copy provided to Lessor); (iv) Lessee has taken all necessary steps or complied with all procedures required for the authorization and execution of this Agreement; (v) all payments which are made hereunder will be paid out of funds which are legally available for such purpose; (vi) Lessee does not require the approval of, or the giving of notice to, any Federal, State, local or foreign governmental authority in order to enter into this Lease; (vii) Lessee is not required to submit this Lease to Lessee's electorate for approval; (viii) Lessee, by entering into this Lease, does not violate any law binding on Lessee or contravene any indenture, credit agreement, or any other agreement under which Lessee is a party or by which it is bound; (ix) this Lease constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; (x) there are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body or judgments which may materially adversely affect Lessee's financial condition or operations; (xi) the Equipment is personal property and is not now nor will it become either real property or a fixture or inventory; (xii) the use of the Equipment is essential to Lessee in the discharge of its duties as a Governmental body; and upon request by Lessor, Lessee shall provide Lessor an essential purpose letter; (xiii) there is not existing, and Lessee will 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 Equipment, title thereto or any interest therein, except the respective rights of Lessor and Lessee under this Lease and further excepting, any mortgage, security interest, pledge, lien or encumbrance granted by Lessor and Lessee will cause to be done, executed, acknowledged and delivered all and every such further acts, instruments, conveyances and assurances as Lessor shall require for accomplishing the purposes of this Lease, including without limitation, providing Lessor with a appropriations certificate for each fiscal year of Lessee stating that Rentals of such fiscal year are within Lessee's available and unencumbered budget; Lessee and its governing body reasonably believe that Lessee shall have sufficient available funds during each fiscal year through the maximum rental term to elect to appropriate monies to make the Rental payments hereunder; and all actions of the governing body of the Lessee concerning this Lease have been taken in accordance with the laws of the State.

**Section 6. Taxes.** LESSEE WILL PAY PROMPTLY AS AND WHEN DUE, AND WILL TO THE EXTENT AND LIMITS PERMITTED BY APPLICABLE LAW INDEMNIFY AND HOLD LESSOR HARMLESS FROM, ALL SALES, USE, PERSONAL PROPERTY, LEASING, LEASING USE, STAMP, INTANGIBLES OR OTHER TAXES, LEVIES, IMPOSTS, DUTIES, CHARGES, FEES OR WITHHOLDINGS OF ANY NATURE (TOGETHER WITH ANY PENALTIES, FINES OR INTEREST THEREON) IMPOSED AGAINST LESSOR, LESSEE OR THE EQUIPMENT BY ANY FEDERAL, STATE, LOCAL OR FOREIGN GOVERNMENT OR TAXING AUTHORITY UPON OR WITH RESPECT TO THE EQUIPMENT OR UPON THE PURCHASE, OWNERSHIP, DELIVERY, LEASING, POSSESSION, USE, OPERATION, RETURN OR OTHER DISPOSITION THEREOF, OR UPON THE RENTALS, RECEIPTS OR EARNINGS ARISING THEREFROM, OR UPON OR WITH RESPECT TO THIS LEASE (EXCLUDING, HOWEVER, FEDERAL, STATE AND LOCAL TAXES ON, OR MEASURED BY, THE NET INCOME OF LESSOR); PROVIDED, HOWEVER, TO THE EXTENT ONLY THAT ANY SUCH TAX, LEVY, IMPOST, DUTY, CHARGE, OR WITHHOLDING IS BEING CONTESTED BY LESSEE IN GOOD FAITH AND BY APPROPRIATE PROCEEDINGS, STAYING PAYMENT (BUT ONLY SO LONG AS LESSOR REASONABLY DETERMINES THAT SAME DOES NOT ADVERSELY AFFECT LESSOR'S INTEREST IN THE EQUIPMENT OR THIS LEASE), LESSEE MAY WITHHOLD PROMPT PAYMENT BUT SHALL INDEMNIFY AND HOLD LESSOR HARMLESS THEREFROM TO THE EXTENT AND LIMITS PERMITTED BY APPLICABLE LAW. Nothing herein contained shall be deemed to impose any liability to pay taxes, assessments or charges where none is imposed by law. In case any report or return is required to be made with respect to any obligation of Lessee under this Section or arising out of this Section, Lessee will either make such report or return in such manner as will show the ownership of the Equipment in Lessor and send a copy of such report or return to Lessor, or will notify Lessor of such requirement and make such report or return in such manner as shall be satisfactory to Lessor. Lessor agrees to cooperate fully with Lessee in the

preparation of any such reports or returns. Lessee represents, warrants and covenants that: Lessee shall not take any action or refrain from taking any action (nor shall it cause or, to the best of its ability, allow any other party to do so) which act or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest portion of the Rental hereunder. The Lessee will not allow any investment of the proceeds or other funds which would result in the obligations under this Lease being characterized as "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986, as amended ("Code"). The Lessee shall take all actions required under the Code necessary to preserve the exclusion from gross income for federal income tax purposes of the interest portion of the Rental hereunder including the calculation and payment of any rebate and the timely filing of any and all informational or other returns, all prepared and filed at Lessee's sole cost and expense. The Lessee hereby designates the Lease as a qualified tax-exempt obligation under Section 265(b)(3) of the Code, and shall make all necessary filings in order to effectuate such election. The Lessee represents that neither the Lessee nor any subordinate entities or entities issuing tax-exempt obligations on behalf of the Lessee within the meaning of Section 265(b)(3) of the Code have issued or expect to issue tax-exempt obligations during the calendar year in which this Lease is signed, (including the Lease) which taken together would have an aggregate face amount in excess of \$10,000,000 and this Agreement is not a private activity bond as defined in Section 141 of the Code.

**Section 7. Title; Use, Maintenance.** Title to the Equipment shall automatically pass to Lessee subject to all the waivers and disclaimers of warranty set forth herein and all payments of "Rental" shall be deemed principal and interest for all legal and tax purposes. Lessee will exercise due care in the use, operation, and maintenance of the Equipment and will use, operate and maintain the Equipment only in the careful, proper and normal manner and for its intended use and in accordance with manufacturer's specifications, and will not use, operate or maintain the Equipment improperly, carelessly, or in violation of any specification, instruction or warranty of manufacturer or vendor or any applicable law, ordinance or regulation, or for a purpose or in a manner contrary to the normal operation or need of the Lessee. Lessee shall provide for the service, repair, and maintenance of the Equipment at its own expense as to keep the Equipment in at least as good condition, repair and working order as when accepted hereunder, ordinary wear and tear excepted.

**Section 8. Indemnification.** Lessee shall, to the extent and limits permitted by applicable law, defend, indemnify and save harmless Lessor or any assignee or transferee of Lessor and their respective agents and servants from and against any claim, cause of action, damage, liability, cost, fee or expense (including attorney fees, paralegal fees, and costs in connection therewith) which reasonably may be incurred in any manner by or for the account of any of them (i) arising out of, connected with or resulting from, this Lease; (ii) relating to the Equipment or any part thereof including without limitation the manufacture, construction, selection, purchase, delivery, installation, ownership, leasing or return of the Equipment or as a result of the use, maintenance, repair, replacement, operation or the condition thereof (whether defects are patent, latent or discoverable by Lessor or by Lessee); (iii) by reason of Lessee's failure or refusal to accept the Equipment "AS IS" when delivered to Lessee; (iv) by reason or as the result of any act or omission of Lessee or its agent or employee; (v) as a result of claims for patent or trademark infringements; (vi) based on any event which results in any claim for negligence or strict liability in tort; or (vii) based on any personal injury, or death, or damage to property caused by said Equipment, or caused by or resulting from its use, maintenance, repair, replacement, operation or condition. Lessee agrees to give Lessor prompt notice of any such claim, cause of action, action or liability. Subject to the above, Lessor agrees to cooperate with Lessee in any defense or other action which Lessee is by this Section obligated to undertake but only at Lessee's sole cost and expense. This section shall survive the expiration or termination of this Agreement.

**Section 9. Loss or Destruction.** Lessee shall bear the risk of loss with respect to any damage, destruction, loss, theft, or governmental taking of any Item, whether partial or complete and whether or not through any default or neglect of Lessee. Except as provided in this Section, no such event shall relieve Lessee of its obligation to pay

Rental hereunder. In the event any Item of Equipment shall be lost, stolen, destroyed, damaged beyond repair, subject to governmental taking, or permanently rendered unfit or unavailable for use for any reason whatsoever (an "Event of Loss"), Lessee shall promptly, but in any event within ten (10) days of the Event of Loss, give written notification to Lessor of said loss and of the facts pertaining thereto, in which notification Lessee shall elect either (1) to replace such Item of Equipment at Lessee's own cost, or (2) to pay Lessor the Casualty Value of such Item or Items (as hereinafter defined). Should Lessee elect to replace such Item, any replacement Item shall be free and clear of all liens, encumbrances and rights of others, and shall be in as good condition, and shall have a value and utility determined by Lessor to be at least equal to the replaced Item, as if such Item were in the condition and repair required to be maintained by the terms hereof. And such replacement Items shall become the property of Lessor, and shall immediately become subject to this Lease, and shall be deemed part of the Equipment for all purposes hereof, to the same extent as the property originally comprising the Equipment; whereupon such replaced Item of Equipment shall no longer be deemed part of the Equipment leased hereunder, and Lessor shall transfer to Lessee, without recourse or warranty, all of Lessor's right, title and interest, if any, therein. In the event Lessee elects to replace such Item of Equipment, Lessee's obligation to pay Rentals, as set forth in this Lease Agreement shall remain unchanged. Lessee further agrees to execute such documents and instruments as deemed necessary by Lessor to include such replacement Items in this Lease Agreement. Should Lessee elect not to replace such Item of Equipment then Lessee shall pay to Lessor, on the next Periodic Rental payment date for such Item following such Event of Loss, the Casualty Value of such Item or Items. As used herein, "Casualty Value" shall mean the unamortized principal indicated for such Item, together with interest as aforesaid.

**Section 10. Events of Default and Remedies.** The following events shall constitute Events of Default: (i) Lessee shall fail to timely make any Rental payment hereunder when due or any other sum owed in connection with this Lease or shall fail to perform or observe any other covenant, condition, or agreement to be performed or observed by it under this Lease; (iv) any representation or warranty made by Lessee in or pursuant to this Lease or any shall prove to be incorrect at any time in any material respect; (v) Lessee shall become insolvent or bankrupt or make any assignment for the benefit of creditors or consent to the appointment of a trustee or a receiver; or a trustee or a receiver shall be appointed for Lessee or for a substantial part of its property without its consent and shall not be dismissed within a period of sixty (60) days; or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against Lessee and, if instituted against Lessee, shall not be dismissed for a period of sixty (60) days. Upon occurrence of the Event of Default Lessor may, at its option; (i) proceed, by appropriate court action or actions, to enforce performance by Lessee of the applicable covenants of this Lease and/or to recover damages for the breach thereof, which damages shall be payable solely from Lessee's available funds; (ii) do any or all of the following, each of which shall be construed as cumulative, and no one of them as exclusive of the others: Without further notice to Lessee terminate this Agreement whereupon all rights of Lessee to the use of the Equipment shall absolutely cease and terminate. By written notice to Lessee declare the entire unpaid Rental for the then current annual term of the Lease whether such term be the original term, a renewal term, or extension of an existing term plus interest thereon at the overdue rate from the date specified in such notice (not to exceed in any event the maximum rate of interest permitted by law); to be due and payable as liquidated damages for loss of bargain and not as a penalty and exercise any other right, remedy, election or recourse provided for in this Lease or which may be available to Lessor under the Uniform Commercial Code as currently in force or as subsequently revised or reenacted (the "UCC") or any other applicable law or action at law or in equity. Lessee shall in any event remain fully liable for reasonable damages as are provided by law and for all costs and expenses incurred by Lessor on account of such default, including, but not limited to, all court costs and reasonable attorneys fees, expenses for storing equipment, and expenses in connection with locating another lessee, in each case, payable solely from Lessee's available funds. No waiver by Lessor of any breach by Lessee of any obligation of this Lease shall be construed to be a waiver of the obligation itself or of any subsequent breach of the same obligation or of a breach of any obligation. The acceptance by Lessor of payment by Lessee of any Rental or the delay or omission to exercise any right or

remedy upon occurrence of any breach by Lessee shall not constitute a waiver of such breach, regardless of Lessor's knowledge thereof. The acceptance and deposit by Lessor of any check or instrument, regardless of any endorsements or statements thereon shall not constitute an accord and satisfaction.

**Section 11. Miscellaneous.** This Lease shall be governed by the laws of the State, including all matters of construction, validity and performance. Any provision of this Lease determined to be illegal, prohibited or unenforceable in any jurisdiction by a competent court shall, as to such jurisdiction, be ineffective to the extent of such illegality, prohibition or unenforceability without invalidating the remaining provisions; provided, however, that to the extent that the provisions of any such applicable law can be waived, they are hereby waived by Lessee. TIME IS OF THE ESSENCE WITH RESPECT TO THIS LEASE. Lessor may at any time, transfer, assign or grant a security interest in this Lease or any Equipment or any Rental or other sums due or to become due hereunder, and in such event Lessor's transferee or assignee shall have all of Lessor's rights, powers, privileges and remedies hereunder.

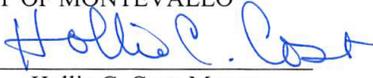
**Section 12 Legal Opinion:** Lessee will furnish Lessor, at Lessee's expense, a legal opinion in form and substance satisfactory to Lessor, confirming that: 1. The Governmental Lease Purchase Agreement are valid and binding documents and are enforceable in accordance with their terms. 2. The Lease and all related documents have been properly executed and the person (persons) executing the Lease documents is (are) properly authorized under the Laws of the State of Alabama and applicable resolution of the governing body of Lessee to obligate Lessee for this Lease. 3. Funding for the described lease rental payments for fiscal year 2016, has been properly approved and budgeted by Lessee. 4. All bid laws, competitive procedures and "Sunshine" laws to which Lessee is subject have been satisfied. 5. Lessee's obligation under the Lease does not constitute nor create indebtedness prohibited by applicable state statutory or constitutional law or regulations (citing same). 6. Interest paid by Lessee under this Schedule will be exempt from Federal Income Tax as specified under Section 103 of the Internal Revenue Code of 1986.

**Section 13 Non-Appropriation of Funds. Non-Substitution.** All Rentals due by Lessee hereunder for each fiscal year this Lease is in effect shall be payable solely out of the current funds of Lessee which may be lawfully used for such purpose ("Lessee's available funds"). **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PAYMENTS DUE HEREUNDER ARE TO BE MADE ONLY AFTER AN APPROPRIATION BY THE GOVERNING BODY OF LESSEE IS LAWFULLY MADE THEREFOR FROM THE LESSEE'S AVAILABLE FUNDS AND NEITHER THE LESSEE NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO MAKE ANY APPROPRIATION FOR ANY SUMS DUE HEREUNDER FROM AD VALOREM OR OTHER TAXES AND NEITHER THE FULL FAITH AND CREDIT OF THE LESSEE, NOR THE STATE, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED FOR PAYMENT OF SUCH SUMS DUE HEREUNDER AND THE CONTRACTUAL OBLIGATION HEREUNDER TO REQUEST AN APPROPRIATION TO PAY SAME DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE LESSEE, THE STATE, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION.** Anything in this Lease notwithstanding, Lessor agrees that this Lease and all of Lessee's obligations to pay the Rentals are subject to, and can be terminated by Lessee upon the happening of, a non-appropriation of funds as described herein. If Lessee has not appropriated funds in a line item identified for such purpose for its next fiscal year to continue the payment of Rental hereunder, this Lease, without further act, shall terminate at the end of Lessee's then current fiscal year and Lessee shall not be obligated to make any payments beyond the end of Lessee's then current fiscal year except for obligations hereunder accruing prior to such termination which survive termination hereof. In the event of termination of this Lease due to conditions stated in this Section Lessee shall: (i) deliver, at Lessee's expense, all of the Equipment to an address within the continental United States as designated by Lessor; (ii) certify that the

Equipment is not encumbered in any way whatsoever (other than encumbrances created by Lessor and by this Lease); and (iii) furnish, at Lessee's expense, a certification by the manufacturer's authorized service representative of each Item of Equipment that each Item is in good working condition and is acceptable to be placed under a maintenance contract, if and to the extent that Lessor reasonably determines that same is readily available. For a period of two (2) years after the end of current fiscal year in which this Agreement is so terminated for lack of appropriated funds pursuant to this Section, Lessee shall not purchase, lease, rent or otherwise acquire equipment performing functions similar to those performed by the Equipment under this Agreement, nor will Lessee acquire the use of such equipment through any other party, agency or entity including but not limited to those affiliated with or hired by Lessee. Lessee consents to the enforcement of this provision in the courts by injunctive relief or otherwise, and expressly waives any immunity, now or hereafter existing against suit by Lessor, its transferee or assignee for its enforcement.

**IN WITNESS WHEREOF**, the parties hereto have caused these this Lease to be duly executed on behalf of each of them on this \_\_\_\_ day of November 2016 and each signatory warrants authority to bind his principal.

CITY OF MONTEVALLO

By:   
Hollie C. Cost, Mayor

THE CENTRAL STATE BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTANCE CERTIFICATE**

**Governmental Lease Purchase Agreement dated: November \_\_, 2016 between  
THE CENTRAL STATE BANK (“Lessor”) and  
CITY OF MONTEVALLO (“Lessee”)**

I, acting on behalf of Lessee, acknowledge that I have either personally inspected or caused to inspected to my satisfaction all items of Equipment described in the above Governmental Lease Purchase Agreement, the “Lease”) or have previously had someone to my satisfaction inspect such Equipment. The Equipment has been received and inspected to Lessee's satisfaction and is complete, operational and in good condition and working order and satisfactory in all respects and conforms to all specifications in the Lease and the supply contract or other agreement with the Supplier. Lessee hereby accepts the Equipment and acknowledges that the Term of the Lease commences on the Date of Acceptance stated below. Except as expressly stated in the Lease, Lessee further acknowledges that this Lease is NON-CANCELLABLE, ABSOLUTE AND IRREVOCABLE. I am authorized to sign this Acceptance Certificate on behalf of Lessee. Capitalized terms used herein shall have the meanings assigned to them in the Lease, except as the context shall require.

This Acceptance Certificate supplements the Lease as follows:

1. Equipment:

Make: 2017 Ford F-550 Crew Cab  
Model: \_\_\_\_\_  
Serial Number: \_\_\_\_\_

The Equipment shall include a Pierce Enforcer PUC Fire Apparatus and all attachments, parts, replacements, accessions arising from or related to the Equipment.

2. Total Cost of Equipment: \$510,000.00

LESSEE: City of Montevallo  
By: Hollie C. Cost  
Hollie C. Cost, its Mayor

Date of Acceptance: November 22, 2016

Accepted by The Central State Bank:  
\_\_\_\_\_

Date: \_\_\_\_\_

{01051400-2/4001245/000003}

Mayor Cost told the Fire Chief and the volunteer firefighters in attendance how grateful everyone is for their dedicated service to our city.

Fred's ABC License Request:

Chief Littleton said he investigated and approved the license request.

Council Member Nix made a motion to approve the 050- Retail Beer and 070 – Retail Wine License (Off Premises Only) for Freds Stores of Tennessee, Inc. (d/b/a Freds Store 2373) at 4559 Hwy 25, Montevallo, AL 35115. Council Member Walker seconded. ALL AYES ... MOTION APPROVED.



Adding Beer/Wine to Current Tobacco License

STATE OF ALABAMA  
ALCOHOLIC BEVERAGE CONTROL BOARD  
ALCOHOL LICENSE APPLICATION  
Confirmation Number: 20160906141301128



Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: \$150.00 County: \$75.00  
Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: \$150.00 County: \$75.00  
Trade Name: FRED'S STORE 2373 Filing Fee: \$100.00  
Applicant: FRED'S STORES OF TENNESSEE INC Transfer Fee:  
Location Address: 4559 HIGHWAY 25 MONTEVALLO, AL 35115  
Mailing Address: 4300 NEW GETWELL ROAD MEMPHIS, TN 38118  
County: SHELBY Tobacco sales: YES Tobacco Vending Machines: 0  
Type Ownership: CORPORATION

Book, Page, or Document info: 897 704

Date Incorporated: 04/01/1973 State incorporated: TN County Incorporated:  
Date of Authority: 11/30/1992 Alabama State Sales Tax ID: 680007951

Name:	Title:	Date and Place of Birth:	Residence Address:
BENJAMIN H GARNER 08941541 - TN	VICE PRESIDENT	06/16/1982 TENNESSEE	5027 WELCHSHIRE AVENUE MEMPHIS, TN 38117
RONALD KAY 119489784 - TN	VICE PRESIDENT	02/09/1967 CHICAGO	1757 S WAVERTON CV COLLIERVILLE, TN 38017

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES  
Does ABC have any actions pending against the current licensee? NO  
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO  
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO  
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES  
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO  
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO  
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: DAVID BOWEN  
Business Phone: 205-665-3170  
Fax:

Home Phone: 901-238-2629  
Cell Phone:  
E-mail: dbowen@fredsinc.com

PREVIOUS LICENSE INFORMATION:  
Trade Name: FRED'S STORE 2373  
Applicant: FRED'S STORE OF TENNESSEE INC

Previous License Number(s)  
License 1: 000788258-990  
License 2:

11/14/2016  
*[Signature]*  
Okay



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**  
**Confirmation Number: 20160906141301128**



**Initial each**

RTV  
 RTV

In reference to law violations, I attest to the truthfulness of the responses given within the application.  
 In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

RTV

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

NR

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

NR

In reference to the Club Application Information, I attest to the truthfulness of the responses given within the application.

NR

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

RTV

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

RTV

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.  
 The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

RTV

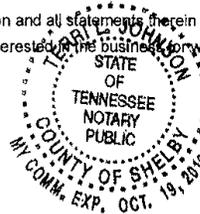
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Ronald T. Kay

Signature of Applicant: [Handwritten Signature]

Notary Name (print): Terri L. Johnson

Notary Signature: [Handwritten Signature]



Commission expires: 10/19/2016

Application Taken:                      App. Inv. Completed:                      Forwarded to District Office:  
 Submitted to Local Government:                      Received from Local Government:  
 Received in District Office:                      Reviewed by Supervisor:                      Forwarded to Central Office:

STATE OF ALABAMA  
ALCOHOLIC BEVERAGE CONTROL BOARD  
LICENSING - DIVISION B  
1801 PIONEER DRIVE  
ANDALUSIA, AL 36420  
PHONE: (334) 222-3200  
FAX: (334) 222-3217



**TO THE LOCAL GOVERNING AUTHORITY:**

This applicant has been instructed to submit this application to you (the local governing authority).

Once the local governing body has voted and a decision has been reached, please forward a letter of approval or denial on your letterhead to our office or have the applicant pick it up.

The information on the first page of the application will need to be on the decision letter.

1. Applicant: (This will be a corporation, LLC, partnership or individual)
2. Trade Name
3. Location Address
4. Type of License
5. Approved or Denied
6. Date of Approval or Denial

**EXAMPLES:**

Please be advised that the enclosed application for a Lounge Retail Liquor License-Class I-Joe's Bar and Grill, LLC d/b/a Joe's Bar and Grill, 1234 County Road 27, Greenville, was APPROVED during today's regular session of the Butler County Commission.

OR

Please be advised that the enclosed application for an Off Premise Beer License – Joe Smith d/b/a Riders Convenience Store, 567 Main Street, Georgiana, was DENIED during today's regular session of the Georgiana City Council Meeting.

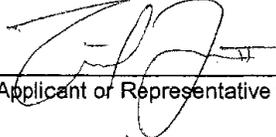
**TO THE APPLICANT:**

By signing below, I acknowledge that I have been instructed by the ABC Enforcement Office to submit this alcohol application to the local governing authority for their consideration.

Once the decision has been reached and a letter approving or denying the application has been processed, it is my responsibility to get this and any other documents required to the ABC Enforcement Office to complete my application.

I also acknowledge there is a **60 DAY TIME LIMIT** for obtaining approval and having all support documents needed to process my application back to the ABC Enforcement Office.

**THIS DATE STARTS THE 60 DAY PERIOD:** \_\_\_\_\_

  
\_\_\_\_\_  
Applicant or Representative for Applicant

Freds Stores of Tennessee Inc.  
\_\_\_\_\_  
Trade Name of Location

Employee Handbook Amendments to Committee: Mayor Cost informed the council that she was appointing a committee comprised of Council Members Walker, Peterson and Goldsmith, along with Debby Raymond, Kirk Hamby and Chief Littleton, to review and recommend proposed revisions to the Employee Handbook.

Council Member Nix asked that the proposed revisions be shared with the entire council.

The Mayor said she would do that and asked that the committee present its recommendations at the January 9 meeting.

**Old Business:**

Recreational Trail Grant Update: Mayor Cost informed the council that we received the \$100,000 grant for the pavilion and restroom facility at the Shoal Creek Park trailhead.

Golf for Growth Proposal:

Council Member Nix made a motion to approve the Golf for Growth proposal. Council Member Peterson seconded. ALL AYES . . . MOTION APPROVED.

## Golf for Growth

The purpose of my request is to help boys and girls ages 8 -18 in our community to develop character building values through the game of golf. It is one of the few sports that one can enjoy at any skill level and for a life time. Also at a competent level scholarships are available for qualifying students.

We will need the use of the practice facilities and also use of the golf course itself. I will coordinate with the manager for scheduling. A tentative schedule may be Monday, Wednesday and Friday from 3:30 until 4:30. We will give the golf course 25% of all fees collected. The fee schedule will be as follows:

Annual            \$150

Semi Annual    \$100

Monthly         \$20

We will teach a session in November as an introductory to the program. I believe we should start officially by March 1, 2017.

David Pope

Grayson Valley Country Club	Trussville, Al	Assistant Golf Professional
Bayou Country Club	Largo, Fl	Assistant Golf Professional
Jefferson State Community College	Bham, Al	Golf Instructor (Adjunct)

Over 35 years of working with young people on core values of which the last 15 have been in Montevallo.

## **Board Appointments:**

Mayor Cost said we should have the ValloCycle recommendations available for the next Agenda.

## **Other Business:**

Mayor Cost noted that our updated Organizational Chart is now available on our new website.

## **Citizen Participation:**

Thomas Lilly, Jr. congratulated Council Members Bunt and Walker on their elections. He reminded everyone the importance of listening to and respecting each other. He expressed his joy with how well everyone in our community gets along with one another.

Mayor Cost agreed.

Mr. Lilly asked what the Fire Department plans to do with the Fire Truck they intend to retire. He suggested it would make a good addition to our park or a museum. He said children would enjoy climbing on the truck.

Mayor Cost noted it will take nearly a year to get the new truck once it has been ordered.

Allie Williams informed everyone that the circulation system at the Library will be out of order all day on Tuesday during its update.

There being no further business before the council, Council Member Nix made a motion to adjourn. Council Member Bunt seconded. ALL AYES . . . MEETING ADJOURNED at 6:30 p.m.

**Submitted by:**

**Herman Lehman  
City Clerk**