

MINUTES

Montevallo City Council Work Session

August 28, 2017

5:30 p.m. at City Hall

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

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

Chief Bill Reid presented the Fire Department report. He informed the council that four of our volunteer firefighters are on their way to Wisconsin to participate in the final inspection of our new pumper truck. The truck should be in Montevallo in two to three weeks.

Progress on their building project at Station 1 continues. They should be completely dried in by tomorrow and the interior work will progress from there.

They responded to 934 calls year-to-date. They responded to a total of 1,249 last year. They remain on track to run more than 1,400 by the end of this year.

Chief Littleton was not in attendance. However, the council received the following Code Enforcement update:



Montevallo Police Department Code Enforcement Activity Report

Date:
08/28/2017

Inspection Period
08/14/2017

Inspection Period
08/28/2017

Inoperable Vehicle Inspections:

Inspected:
0

Pending:
1

Closed:
0

Animal Complaint Inspections:

Inspected:
1

Pending:
0

Closed:
1

Abandoned Building Inspections:

Inspected:
0

Pending:
22

Closed:
0

Property Inspections:

Inspected:
2

Pending:
3

Closed:
1

Miscellaneous Complaints:

Inspected:
1

Pending:
0

Closed:
1

Inspected:
4

Total Inspections this Period:
4

Total Inspections Year to Date:
46



Montevallo Police Department Code Enforcement Activity Report

Inspections this Period:

Noise Complaint on Highland Street
Compalint of trash on vacant lot on Discovery Dr
Animal complaint on Ashville Road. Dog tied outside.

Inspections Pending Continued from Last Period:

Abandoned Vehicle in Scott's Village. Letter posted.
Shoal Creek Circle Grass. Letter sent to property management company. Working on contacting company directly.
Tall grass in vacant lot on Oak St. Letter mailed to owner.
Complaint on residence on Evansville Cir. Trash in yard. Spoke with owner and he is working to resolve.

Cases Closed this Period:

Shoshone Drive complaint. Owner has cleaned area.
Noise Complaint on Highland St. Construction workers not starting until 7:00am as ordinance.
Dog on Ashville Road is feed and watered and brought in at night. Area is clean.

Other Comments:

Kirk Hamby, Director of Public Works, said his crews have caught up on cutting the right-of-ways. However, with more rainy weather approaching, they may fall behind again. They have also been working to trim low hanging limbs around town so that school busses can make it through the neighborhoods unimpeded. He noted, as well, that the Streetscape Project is beginning to take shape and that the traffic control poles and arms are in the process of being installed.

Council Member nix asked if each arm will include two lights. Mr. Hamby said they will.

Mr. Hamby reminded everyone that the MHS Homecoming Parade will be September 14th this year. He said the route will be different due to construction on Main Street.

Shane Baugh, Director of Parks and Recreation, said the youth football game last weekend brought in a lot of people to town. He also informed the council that he installed waste bag dispensers in Orr Park.

In response to a question from Council Member Nix, Mr. Baugh said we still have a fall league for baseball. In fact, the sport is very popular this year and a lot of players have signed-up. We also have fall volleyball and soccer.

The City Clerk presented the Golf Course report:

- Two successful tournaments in the past 10 days, two more scheduled for September
- Course Reclamation Project successful to date. All areas of course are benefiting and being improved, and golfers are very complimentary. Maintenance crew is doing an excellent job and our arrangement with the course consultant is definitely a positive.
- Rounds are up from last month AND August 2016; with three days remaining in August the average rounds per day represent a 35+ % increase over August 2016 and a 20+ % increase over July 2017. These increases are notable since we've been closing one day a week for maintenance and have more rounds with fewer available play days. The increases are not considered to be attributable to the weather since we've had some brutally hot and/or rainy days but have still managed to log more rounds.
- Word of the course improvements is spreading and we're seeing the return of many players who stopped patronizing the course in the past due to poor course conditions. Returning players have indicated that they're telling other former players of the changes and are posting positive comments on social media. MGC has a volunteer social media consultant who is helping us to take advantage of social media sites in an effort to raise interest and share information about the course to a larger audience.
- MGC has been invited to participate at the upcoming Montevallo Bicentennial celebration in Orr Park September 9, and we will be staffing an Information booth targeting new members and the general public who might not be aware of the course

Council Member Bunt informed the Council that the Montevallo Arts Council has installed a photography exhibit at Parnell. She also mentioned that the early bird sign-up deadline for ArtWalk artists is September 5th. American Village is preparing for their annual Colonial Christmas event. She also informed the Council that this coming Friday is National College Colors Day and urged everyone to wear their Purple & Gold.

Mayor Cost introduced Abigail Heuton, the new Montevallo Junior City Council President. Ms. Heuton reported that the JCC is preparing for their first meeting in September. They will discuss improvements to the Refresh Card program and will work on their planned Japanese Festival.

Council Member Walker informed the Council that, due to the fact that we've recently held two budget work sessions, the Finance Committee meeting on Wednesday has been cancelled. He then urged everyone to attend the upcoming Bicentennial Bash at Orr Park on September 9th.

Debby Raymond said that approval of the bills will need to take place at the next meeting. With our recent personnel changes, we were not able to put together the packets on time.

Mayor Cost invited Alan Miller, Executive Director of the 2020, to discuss their program. He explained that the purpose of the program is to address the increase in overdoses and drug-related deaths in Shelby County.

Mayor Cost noted that since this program was first brought to the city's attention, we've been working to figure out a way to participate in the program without being a burden or strain on our efforts locally. Chief Littleton has assigned Captain Alexander to head this program for us in Montevallo. Capt. Alexander is perfectly suited to this role. He will still be operating out of our PD, but the 2020 program would be his primary focus.

As detailed in the following MOU, if we decide to participate, we will agree to provide Capt. Alexander and \$5,000 to the program. However, we will receive \$35,000 in return. So the next cash gain to our department is \$30,000.

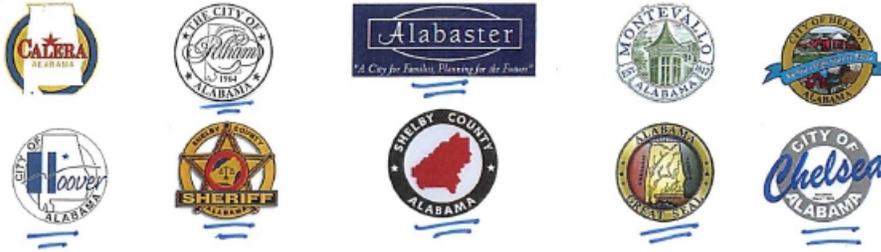
Council Member Walker asked if the program will be able to deal with the issue of legal drugs which are being overprescribed and misused.

Mr. Allen said our state laws make enforcement in that area as it relates to the physicians themselves far more difficult. However, there are federal statutes which cover that and the DEA has had some success there.

Mayor Cost said she especially likes the fact that the officers interact with the schools and do not take a heavy-handed approach to addressing the problem.

Mr. Allen explained that another important aspect of the program is their interaction with school resource officers. He said this program gives them a network through which to share information across school systems throughout the county. Their ultimate goal is to protect people. They want to be proactive rather than reactive in an effort to change lives for the better.

Mayor Cost said the MOU will be placed on the next meeting agenda for a vote.



**MEMORANDUM OF AGREEMENT
COMPACT 2020**

1. PARTIES. This Memorandum of Agreement (hereinafter referred to as "MOA") is entered into between eleven partners: Shelby County District Attorney's Office, Shelby County Commission, Shelby County Sheriff's Office, City of Alabaster, City of Calera, City of Chelsea, City of Helena, City of Hoover, City of Montevallo, and the City of Pelham for the development and implementation of a collaborative community drug intervention and education program (hereinafter referred to as "COMPACT") casting an active interface among all ages, social, faith based and economic groups within Shelby County. The COMPACT will implement a model that attacks the availability of drugs and drug use through diverse strategies and tools that will focus on the following: connect and educate all ages; prevention; interdiction; promote rehabilitation opportunities; law enforcement actions and the enforcement of legal sanctions. The COMPACT will deliver services and programs that impact public health, wellness and overall welfare of the residents of the county.

The COMPACT will be led by a designated experienced official from the Shelby County District Attorney's Office (COMPACT Director). The District Attorney's Office shall be the official operator of the programs, initiatives and related operations of the COMPACT.

A COMPACT Governance Council is hereby established with the following officials: District Attorney, County Manager, Sheriff, and Mayors from each of the above seven cities with their proxy being either the City Council President or Mayor Pro Tem and one Shelby County Commissioner. The Eleven Member Governance Council will receive formal operating reports concerning the operating plans, actions, efforts, and expenditures of the COMPACT.

A COMPACT Chief's Circle is hereby established with the following officials: Police Chiefs from the seven cities, Sheriff and COMPACT Director with the District Attorney and County Manager being ex-officio members of the Circle. The Chief's Circle shall participate in the planning and implementation of the COMPACT model, strategies, tools and related community actions. The COMPACT will develop and implement a collaborative Circle for the School Resource Officers within the county for the continued development of each along with sharing of information and resources.

2. PURPOSE. The partners are collaborating on the COMPACT 2020 initiative to create a prevention, interdiction, and rehabilitation network to focus, identify and attack systemic drug use in Shelby County. The abuse of drugs in Shelby County, both prescription and illegal, has increased and is claiming the lives of our residents. This initiative will be utilized to target and attack the origin of the exchange, support prevention, and assist the users on a path to recovery to prevent loss of life, impact sorrow and unhealthy behavior. The collaborative efforts of the partners will result in the development and implementation of a model with a program of work and strategies that include educational programs and related outreach actions, communicates treatment options and gathering of intelligence.

3. **INVESTMENTS.** The provision of funds to address the implementation of the COMPACT outlined herein shall be provided to the Shelby County District Attorney's Office and the assignment of personnel to the COMPACT shall be communicated through written correspondence between the partners. Beginning in FY2016 the COMPACT (October 1st through September 31, 2016) will be funded in the amount of \$5,000 per municipal partner, \$600,000 base with an additional \$60,000 from special project funds from Shelby County in year one along with a onetime amount of capital funds of \$500,000 from the county towards IT and equipment. In year two (FY2017), year three (FY2018), and year four (FY2019), each municipal partner will continue to provide \$5,000 annually along with the county's 600,000 annual appropriation and other in-kind support. Each municipal partner listed above will provide one full-time city law enforcement officer to the COMPACT. The Sheriff pledges his full support and endorsement of the COMPACT and commits to integrate the comprehensive resources presently deployed within the Sheriff's Office drug task force initiative into the COMPACT. The COMPACT will provide \$35,000 of annual financial assistance to each of the seven cities to assist with the expenses associated with the assignment of one city officer to the COMPACT. The COMPACT will employ additional personnel and acquire tools, resources, and equipment to support the mission of the COMPACT.
4. **COMPACT BUDGET.** The above funding amounts are based on the overall project total and the individual scopes shall be refined upon decisions made by the COMPACT and related reviews by the stated representatives or processes, bid openings, or upon the model and strategies. The project funds can be utilized to match grants provided by other entities to support the mission. The actual COMPACT annual budget amount may be more based on funding from foundations and supporting entities.
5. **IT IS MUTUALLY AGREED UPON AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**
 - A. This MOA obligates the parties to expend money and assign personnel in support of the mission of a collaborative community drug intervention and education program of work to be initial known as COMPACT 2020.
 - B. This collaboration will be led by the Shelby County District Attorney's Office.
 - C. This MOA may be revised as necessary, by mutual consent of the parties, by issuance of a written amendment signed and dated by all parties.
 - D. This MOA does not restrict any party from participating in similar agreements and/or activities with other public or private entities.
 - E. The Compact shall keep and maintain records of receipts and expenditures as required by law. All books, papers, or documents directly related to this MOA shall be available for examination by Compact member entities and otherwise as required by law.
 - F. Each party shall perform its responsibilities and activities described herein as an independent contractor and not as an officer, agent, servant or employee of any of the other parties hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, and volunteers, if any.
 - G. Each party shall be responsible for maintaining its own insurance coverage, through commercial insurance, self-insurance, or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this MOA.
 - H. Unless terminated through written notice to the Shelby County District Attorney's Office within thirty calendar days of October 1st of each fiscal year denoted herein, this MOA shall remain in force until such time as the parties determine to terminate their participation in the COMPACT.

6. **SIGNATURES.** In witness whereof, the parties to this MOA through their duly authorized representatives have executed this MOA on the dates indicated below and certify that they agree to the terms and conditions of this MOA.

Shelby County District Attorney	<u>Jill Lee</u> Jill Lee, District Attorney	Date: <u>01/26/2016</u>
Shelby County	<u>Alex Dudchöck</u> Alex Dudchöck, County Manager	Date: <u>1/26/16</u>
Shelby County Commission	<u>Rick Shepherd</u> Rick Shepherd, Chairman	Date: <u>1/26/16</u>
Shelby County Sheriff's Office	<u>John Saccanigo</u> John Saccanigo, Sheriff	Date: <u>2/10/2016</u>
City of Alabaster	<u>Marty Handlon</u> Marty Handlon, Mayor	Date: <u>2/26/2016</u>
City of Alabaster	<u>Scott Brakefield</u> Scott Brakefield, Council President	Date: <u>2/26/2016</u>
City of Calera	_____ Jon Graham, Mayor	Date: _____
City of Calera	_____ David Bradshaw, Mayor Pro Tem	Date: _____
City of Chelsea	<u>Earl Niven</u> Earl Niven, Mayor	Date: <u>2-25-16</u>
City of Chelsea	<u>Juanita Champion</u> Juanita Champion, Mayor Pro Tem	Date: <u>2-25-16</u>
City of Hoover	<u>Gary Ivey</u> Gary Ivey, Mayor	Date: <u>2-24-16</u>
City of Hoover	<u>Jack Wright</u> Jack Wright, Council President	Date: <u>2-25-16</u>
City of Helena	_____ Mark Hall, Mayor	Date: _____
City of Helena	_____ Cris Nelson, Council President	Date: _____
City of Montevallo	_____ Dr. Hollie Cost, Mayor	Date: _____
City of Montevallo	_____ Dee Woodham, Mayor Pro Tem	Date: _____
City of Pelham	<u>Gary Waters</u> Gary Waters, Mayor	Date: <u>3/9/16</u>
City of Pelham	<u>Rick Hayes</u> Rick Hayes, Council President	Date: <u>3/10/16</u>

**Montevallo City Council Meeting
August 28, 2017
5:30 p.m. at City Hall**

Mayor Hollie Cost, Council Member Rusty Nix, Council Member Willie Goldsmith, Council Member Tiffany Bunt, Council Member Matt Walker and Council Member Jason Peterson 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 – 8/14/17 & 8/16/17 Budget Work Session
– Council Member Peterson made a motion to approve the Minutes from August 14, 2017. Council Member Nix seconded. ALL AYES . . . MOTION APPROVED. Council Member Walker made a motion to approve the Minutes from August 16, 2017. Council Member Nix seconded. Council Member Goldsmith Abstained. ALL OTHERS VOTED AYE . . . MOTION APPROVED.

Recognitions / Awards: NONE

Opportunities for citizens to speak to the Council:

Kurt Bongers addressed the council and asked for guidance regarding spearheading a support effort for victims of the hurricane and on-going storms on the gulf coast. He said he lived through Katrina and that one of the greatest challenges he faced was finding diapers for his child. He said his idea is to collect donations of diapers that he will arrange to have taken to the affected areas. He already has several local businesses onboard with the idea but needs help pulling this together.

Mayor Cost suggested that he make sure he has some organization in the affected area which will be willing to accept and distribute the diapers. Otherwise, she said it was a great idea and urged him to talk more about it with the City Clerk.

Buddy Freeman addressed the council and invited everyone to attend the next Community Worship Service on Sunday, September 24th.

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.

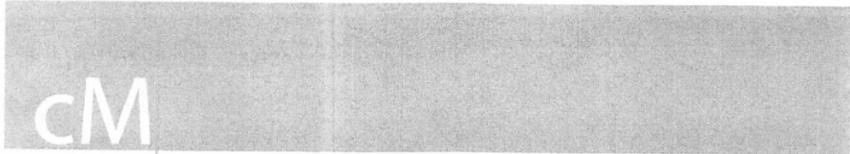
Education, Arts & Outreach (Schools, UM, Boys & Girls Club, Library, American Village, Sister City Commission, Artwalk) – Discussed earlier.

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

Consent Agenda: NONE

New Business:

Strategic Planning Master Planning Proposal – Recommend MDCD fund this project –



Proposal: Strategic Master Planning - Montevallo, AL

City of Montevallo
Attn. Herman Lehman, City Clerk
545 Main Street
Montevallo, AL 35115

10 August 2017

Mr. Lehman,

It was a pleasure to meet you and others who are working to position Montevallo for its highest potential as the best place in central Alabama to live, work, worship and play. I was very impressed with the cooperative spirit and proactive stance that Montevallo fosters. This environment is essential to impactful planning and makes me confident that you can leverage a master plan that creates a road map for action.

As I outlined in our meeting, my work is based on the concept of assets-based planning. It is an inclusive process that depends on community engagement and taps into the knowledge and experience of your citizens and of your leadership. That said, I also bring "fresh eyes" and extensive experience in working with small towns and communities across Alabama. In my position as Director of Auburn University's Urban Studio I led strategic master planning projects in over 75 places.

You will find the proposed scope of work on page two of this letter.

This master planning process requires 6-9 months depending on the timing of meetings with the steering committee and the public. The cost for the scope outlined is \$25,000. The poster is an additional cost of approximately \$3,000-4,000 to be paid in a separate contract between the city and the printer.

I look forward to presenting this proposal to your entire group when we meet on the 25th. In the meantime if you have any questions please do not hesitate to call.

Cheryl Morgan, FAIA
2405 First South
Loft 100
Birmingham, AL
35233

205 999 4016

Sincerely,

A handwritten signature in black ink that reads "Cheryl Morgan". The signature is written in a cursive style with a horizontal line through the middle.

Proposed Scope of Work - City of Montevallo, AL

Information gathering and assessment of existing conditions and opportunities

Base mapping [with the assistance of the city and Shelby County Development Services]

On-the-ground documentation of existing conditions

Meeting with stakeholder steering committee

Town hall meeting with the public*

[*venue and publicity to be responsibility of steering committee]

Draft master plan recommendations - to be presented to steering committee

Diagrammatic analysis of existing conditions and opportunities

Diagrammatic initial proposals and strategies

Town hall meeting with the public for input on diagrammatic proposals and strategies *

Final illustrative master plan - to be presented to steering committee

Concepts for strategic advancement of the community

Illustrative master plans and elevations

Action plan with near-term, mid-term and long-term recommendations

Town hall meeting with the public to review final plan strategies and proposals *

Refinement of the plan

Illustrative poster that outlines the plan's concepts, recommendations and action strategies [*samples enclosed*]

This poster is 22" x 34" and can be distributed to your residents, businesses and institutional partners. The poster is designed to fold to 8 1/2" x 11" so it is also an excellent recruiting tool and supporting material for grants and appeals to potential partners.

Council Member Walker made a motion to recommend that the MDCD consider funding this project. Council Member Bunt seconded. ALL AYES . . . MOTION APPROVED.

Include Retired Employee. One-time "Bonus" (\$4,074) in the 2017-18 Budget -

The City Clerk explained the request, noting that our retirees are different from School retirees or others and only receive an increase of any sort when it has been approved by the City Council. However, since we have not provided raises to our employees in recent years, we have not considered any similar increases for our retirees.

ARSEA APEAL

ALABAMA RETIRED STATE EMPLOYEES' ASSOCIATION | ALABAMA PUBLIC EMPLOYEES' ADVOCACY LEAGUE

June 26, 2017

Herman Lehman
Montevallo
541 Main St
Montevallo, AL 35115-4044

Dear Herman,

Having been signed into law, Act #2017-367 authorizes cities participating in the Employees' Retirement System of Alabama to fund a one-time bonus for their retirees.

Using a sliding scale formula and based upon length of creditable service (\$2.00 a month x 12 months x years of service) retirees with 25 years of service, for example, would receive a bonus of \$600. Included in the legislation is a provision for those with less than 25 years, providing a minimum payment of \$300.

The importance of even this small, one-time addition to the benefits of your retirees can hardly be overstated.

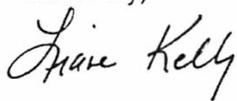
There is a short window of opportunity for the cities to approve the funding for this bonus. Unlike traditional cost of living adjustments (COLAs), the bonus cannot be approved in subsequent years. If not granted in 2017, it goes away forever. With that in mind, the following estimated cost of funding this one-time lump sum bonus is being provided to you now:

\$4,074.00

Per our legislation, RSA will pay the bonus in December for those cities opting to grant it. RSA will then recoup the cost by adding it to each participating local cities' monthly employer contribution, beginning October 1, 2018. (RSA will soon provide you with the actual cost and steps necessary to fund this bonus.)

If you have any questions please contact Lauren Hodge at 334-834-9116 or by email lhodge@arsea.org

Sincerely,



Council Peterson made a motion to approve the bonus for retirees as detailed in the Resolution. Council Member Walker seconded. ALL AYES . . . MOTION APPROVED.

Resolution No. 08282017-440

Be it resolved that the City of Montevallo, through its governing authority, elects to come under the provisions of Section 2 of Act 367 of the Regular Session of the 2017 Legislature.

The City of Montevallo agrees to provide all funds necessary, estimated at \$4,074, to the Employees' Retirement System to cover the cost of the one-time lump sum payment as provided by this Act for those eligible retirees and beneficiaries of deceased retirees of the City of Montevallo with the aforementioned lump sum payment being paid in October 2017.

Adopted and approved this the 28th day of August, 2017.

Hollie C, Cost, Mayor

ATTEST:

Herman Lehman, City Clerk & Treasurer

CERTIFICATION

I, Herman Lehman, City Clerk & Treasurer for the City of Montevallo, hereby certify that the foregoing is a true and correct copy of the Resolution passed on this ____ day of _____, 2017.

Herman Lehman, City Clerk & Treasurer

Authorize Payment of Final Settlement for ALDOT Safe Routes to Schools Project in the Amount of \$21,689.79 from the State Capital Improvement Account -

Forn 5A
Revised 2/24/09

INVOICE

ALABAMA DEPARTMENT OF TRANSPORTATION

MONTGOMERY, ALABAMA

SOLD TO:	City of Montevallo	Date <u>August 14, 2017</u>
	541 Main Street Montevallo, AL 35115	Vendor 636001321 02 CPMS 4303/SRIL-100059012

FINAL SETTLEMENT

City's Share of Cost of Project No. SRTS-SR13(905)

Total Cost of Project (Statement Attached)	178,872.74
Less Federal Amount	149,691.36
Overruns for City's Participation	<u>29,181.38</u>
Less City's Contribution (chk#100852 9/24/14)	7,491.60
Remittance Due from City	<u><u>21,689.78</u></u>

COPY OF AGREEMENT ATTACHED

Remittance Address: Alabama Department of Transportation
Attention: Bill Flowers Room P101
1409 Coliseum Boulevard
Montgomery, Alabama 36130-3050
Questions, please call Tamiko Jordan (334) 242-6364.

STATE OF ALABAMA, Montgomery County) Before me, a notary public in and for said State and County, personally appeared Bill Flowers, Director of Finance & Audits for Alabama Department of Transportation who says upon oath, that the written account is correct, due, and unpaid.

Carol Ann Richards
NOTARY PUBLIC

x Bill Flowers
DIRECTOR OF FINANCE & AUDITS

Sworn to and subscribed before me this 15th date of August 20 17

My commission expires 7-27-20

Council Member Walker noted that the breakdown of expenditures includes over \$20,000 in indirect costs. He asked for clarification as to what is included in those costs. The City Clerk said he would contact the project engineer for clarification. The item was held over to the next meeting for consideration.

Middle Street Project Bid Award -

The City Clerk informed the Council that we received three bids during the second round of bidding for the Middle Street project. Each bid broke down the project into a base bid with three alternates for lighting, benches and trash cans. Trey Gauntt, County Engineer, recommends awarding the bid to Cornerstone Civil Contractors which is the lowest responsive and responsible bidder in the amount of \$496,961.05. The grant funding amount is \$500k and the City is 100% responsible for any overruns in the project that exceed its portion of that amount – anything over 80% of the \$500,000 (approximately \$400,000). The City Clerk said that, including the CE&I costs, the project should cost the city around \$150,000. He noted that we have \$100,000 set aside in our State Capital Improvement Account for this project. We also have excess funds in our Main Street Improvement Account which could be used to make up the difference.

Council Member Walker made a motion to award the bid to Cornerstone including all alternates for a total of \$496,961.05 to be paid as previously described by the City Clerk . Council Member Nix seconded. ALL AYES . . . MOTION APPROVED.

Authorize the Mayor to Enter into a Contract with Webb Payroll Services –

The City Clerk explained the critical need for this service. He said this should not only improve our efficiencies, but should help to save money too. Debby Raymond agreed and also urged the council to approve this payroll service.



Date: 8.17.17 **Presented By:** Devin Errett - Cell 256-595-4526
SALES QUOTE for: City of Montevallo # of EE's 75 **Frequency:** Bi-Weekly
Guaranteed Deposits of All Payroll Liabilities-We pay any late fees or fees for our mistakes
ALL Tax Filing / Depositing & W2 Processing: Federal, State, & Local
Payroll Checks drawn on client bank account or our Account
Input by Online, Phone, Fax, or email
Checks printed, stuffed and sealed in envelopes. Delivered to you sorted by Department.
Laser Signature Optional
Direct Deposit
New Hire Reporting
Time Off Accruals (Vac, Sick, PTO tracked and shown on Paystub)
ACA Reporting Package : FREE (INCLUDED WITH PAYROLL). Setup charge WAIVED.
Report Writer, Query Builder, Ad -Hoc Reporting
Garnishments: we will mail the check on your behalf (cost of check and stamp)
Online Portal: Pay Stubs and W2s / Employee Self Service
Self Service:Employees' can Edit Personal Info & W4 Marital Deductions/ Updates in Payroll
Pay Stubs emailed directly to employees free of charge
RSA Uploadable file
Track and Send Payment Checks to Insurance Providers
E-Verify: We are registered as an Employer Agent! \$4 / Verification.

Cost per Payroll: \$80 Base + \$2 per Employee + \$12 Delivery = \$242 (\$6,292 Annually)
Implementation: \$1,900 (Includes Payroll, Time, and our HR Module). Onsite Training.
*GL Report is Included. If it requires additional Programming, we will tell you before hand.
W2 Processing: \$30 Base + \$6.85 per W2 (Yearly Estimate of \$700-will vary based on Total)
ACA 1094 / 1095 Filing \$30 Base + \$6.85 / Ee (Yearly Estimate of \$700-will vary based on Total)
Yearly CD: All State & Federal Filings, W2s, ACA Filings, & Wage Info (\$85 once / Yr)
****Additional State Tax Filing: \$10 per additional state per month**
***** Quote valid for 30 days.**

Time Works Plus: Online Time Sheets, Time Clocks, or Smartphone App that transfer to Online Time Sheets. Employees can clock in or enter time, supervisors can approve and make notes, and approved time is sent to the Administrator for final approval. Time Off automatically calculated. Once approved, Time automatically flows into Payroll or can be exported to Excel.
Includes: Time Off Requests Online, GPS & IP Address clock-in locating, Self Service for Ee's.

Cost Per MONTH: \$3/ Active Employee (\$100 Monthly Minimum). Implementation included with Pay Proximity Badge Clock \$500. Lifetime Replacement Warranty.
We deliver clocks pre-tested and programmed. Only need Ethernet Co \$3 per Badge. \$55 Badge Rack - Holds 40 badges.

HR Module: Track Benefits Information, Online Document Storage, Skills, Certifications, Store reasons for Termination, track applicants, etc...
Cost per Payroll: FREE (INCLUDED WITH CLASSIC PAYROLL)

Webb HR Assistant: Stay Compliant with HR Rules & Regulations.
Access to Sample Employee Handbooks, HR Self-Audit, HR Forms, etc...
Free - Included with our service.

Worker's Comp Ins. "Pay as You Go" Integration : Minimal Audit / No Down Payment
Background Check & Drug Testing Service - View pricing, packages & enroll at:
<https://webbpayroll.nationalcrimesearch.com/>

Pay Cards; Visa Branded. Free to you & the employee! Easy and convenient for both!

Council Member Goldsmith made a motion to authorize the Mayor to enter into an agreement with Webb Payroll. Council Member Bunt seconded. ALL AYES . . . MOTION APPROVED.

Old Business:

ALAGASCO (update) – NO UPDATE

Non-discrimination Ordinance (community meetings update) – Mayor Cost informed the Council that the Naming & Framing session on this issue went well and we received some very useful insights to help guide our deliberations during the upcoming community-wide forums. The Mayor said she was especially proud of Jamie Gray and Leah Waites who provide excellent insights and represented our youth very well. The Mayor said the next round of forums will be held on September 12th at 6:00 PM at UMOM. We selected UMOM because it offers us the opportunity to break out into smaller group in a number of classrooms so that everyone's voices can be heard.

Council Member Bunt asked that flyers be created for the forums so that they can be posted in local business and other places around town.

Board Appointments:

The City Clerk asked the Council to help identify four additional people to serve on the Zoning Board of Adjustments. He asked for the names in advance of the next council meeting.

Mayor Cost reminded everyone that we also have a vacancy on the Library Board.

Other Business

Mayor Cost reminded everyone that the Compact 2020 MOU would be considered at the next council meeting.

The Council then discussed the professional services agreement with Volkert:



CITY OF MONTEVALLO

CONTRACT FOR PROFESSIONAL SERVICES

Rev. 5/7/2012

WITNESS THIS AGREEMENT, entered into as of this _____ day of August 2017, by and between THE CITY OF MONTEVALLO, a political subdivision of the State of Alabama (hereinafter called the CITY) and VOLKERT, INC. (hereinafter called the CONSULTANT).

WHEREAS, the CITY is currently engaged in the following described PROJECT and desires to contract with the CONSULTANT to render technical and professional services as are hereinafter described in connection with the PROJECT as requested by CITY, which said PROJECT is described as follows:

PROJECT description: Project #TAPBH-TA14(950)

Streetscape Improvements to Middle Street, Montevallo, Alabama

NOW, THEREFORE, in consideration of the above premises and in consideration of the mutual covenants and agreements contained herein, the parties hereto do hereby agree, covenant, and contract as follows:

Section 1. Employment of CONSULTANT

The CITY agrees to and does hereby engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the services hereinafter described for the CITY, in a competent and professional manner consistent with the highest standards normally accepted within the industry and within CONSULTANT'S professional field of expertise.

Section 2. Scope of Services

The CONSULTANT shall provide professional and technical assistance to the CITY to include, but not necessarily be limited to, the services and activities described in the attached proposal from the CONSULTANT to the CITY dated the 25th day of August, 2017.

Section 3. Time of Performance

Services to be provided by the CONSULTANT shall commence upon execution of this contract and will continue for a period of time not to exceed sixty (60) calendar days from the date of this contract.

Section 4. General Provisions

(a) *Personnel.* The CONSULTANT warrants that it has the professional expertise and personnel capable of performing the services, as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform such services.

(b) *Office Space.* The CONSULTANT agrees to provide and maintain the office space and facilities required to perform all services as called for under this Agreement, at no expense to the CITY.

(c) *Subcontracts.* None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

(d) *Access to Materials.* The CITY agrees to make available to the CONSULTANT, upon request, any maps, documents, and planning materials or any other information in its possession or otherwise readily available, which has a direct bearing on the PROJECT, at no expense to the CONSULTANT.

(e) *Communications.* The representatives of the CITY and the CONSULTANT to whom communications regarding the PROJECT which is the subject of this contract should be directed are as follows:

(1) COUNTY: Trey Gauntt, PE, Chief Engineer
 Shelby County Department of Development Services

 1281 Highway 70

 Columbiana, Alabama 35051

 (205) 669-3737

 (205) 669-3870 fax

(2) CONSULTANT: Cornelia Sanders, Project Manager
 Volkert, Inc.

 7110 University Court

 Montgomery, AL 36117

 (334) 260-3131

 (334) 260-3134 fax

Section 5. Compensation and Method of Payment

For services rendered under this Agreement the CITY agrees to pay the CONSULTANT for all CITY approved costs, direct and indirect, attributable to the services rendered as described in Section 2 of this

Agreement, including compensation for staff time, travel, postage, copying, supplies, and other items necessary to the fulfillment of the terms and conditions of this Agreement. Such payment shall be due monthly and upon program completion upon presentation of written statements certifying such amounts are due and payable. The total amount to be paid by CITY for services rendered by the CONSULTANT shall not exceed Fifty Thousand Fifty-Three Dollars and eighty-five cents (\$50,053.85). Any additional fees must be approved by the CITY in writing prior to performance of additional work and shall be in accordance with the attached schedule of standard charges.

Section 6. Terms and Conditions

(a) *Termination of Contract for Cause/Breach of Contract.* If through any cause the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the CONSULTANT of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, or other materials prepared by the CONSULTANT under this contract shall, at the option of the CITY, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work completed on such documents or materials to the satisfaction of the CITY.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONSULTANT, and the CITY may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the CITY from the CONSULTANT is determined.

(b) *Termination for Convenience of the CITY.* The CITY may terminate this contract at any time, with or without just cause, by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the above clause, shall, at the option of the CITY, become its property.

If the Contract is terminated by the CITY as provided herein, the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and materials. The CONSULTANT shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses not otherwise reimbursed under this contract incurred by the CONSULTANT during the contract period which is directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the CONSULTANT, the above clause relative to termination shall apply.

(c) *Changes.* The CITY may, from time to time, request changes of the CONSULTANT in the scope of services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the CONSULTANT's compensation, which is mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written amendments to this contract. The contract can be extended under mutually agreed provisions through a written amendment to this document.

(d) *Assignability.* The CONSULTANT shall not assign any interest on this contract and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the CITY provided, however, that claims for money by the CONSULTANT from the CITY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the CITY.

This Agreement shall be binding upon and inure to the benefit of any successor to the CITY and such successor shall be deemed substituted for the CITY under the terms of this Agreement. As used in this Agreement, the term "successor" shall include any person, firm, employer, or other business entity which at any time, whether by merger, purchase, or otherwise, which assumes or is assigned responsibility of the CITY for the covered PROJECT. This Agreement shall also be binding upon and inure to the benefit of the CONSULTANT, his heirs, executors, and administrators.

(e) *Reports and Information.* The CONSULTANT, at such times and in such forms as the CITY may require, shall furnish to the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

(f) *Findings Confidential.* All of the reports, information, data, etc., given to or prepared or assembled by the CONSULTANT under this contract are confidential, and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

(g) *Ownership of Documents.* The CITY shall be provided with a digital copy of the final report and all computer drawings files, and Mylar originals of all major drawings when the project is completed. Copies of sketches, notes, computations, and other data shall be furnished upon request. The CONSULTANT shall be released of any subsequent liabilities resulting from extensions or enlargements of the originals.

(h) *Publication, Reproduction, and Use of Material.* No material produced in whole or in part under this contract shall be subject to copyright by or on behalf of the CONSULTANT in the United States or in any other country. The CITY shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract.

(i) *Compliance with Local Laws.* The CONSULTANT shall comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the CITY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act, any amendments thereto from time to time, and shall document CONSULTANT'S compliance with said law and submit to the CITY or at the direction of CITY any and all affidavits and proof as are from time to time required by law or required by CITY .

(j) *Audits and Inspection/Access to Records/Record Retention.* At any time during normal business hours, with prior arrangement and as often as the CITY may deem necessary, the CONSULTANT shall make available to the CITY for examination all of its records with respect to matters covered by this contract and will permit the CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this contract.

The CONSULTANT shall retain all books, documents, papers, and records which are directly pertinent to this contract for a period of six (6) years following completion of the contracted work and expiration of the contract, unless written permission to destroy them is granted by the CITY.

(k) *Interest of Members of the CITY and Other Local Public Officials.* No officer, member, or employee of the CITY, and no member of its governing body, and no other public official of the governing body of the locality or localities in which the PROJECT is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROJECT, shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof. The CONSULTANT shall take appropriate steps to assure compliance.

(l) *Interest of the CONSULTANT.* The CONSULTANT covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The CONSULTANT further covenants that, in the performance of this contract, no person having any such interest shall be employed.

Section 7. Additional Services of CONSULTANT

If authorized in writing by the CITY, the CONSULTANT shall furnish additional services which are not considered as an integral part of the Scope of Services herein. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the CITY and the CONSULTANT, and written authorization from the CITY to proceed, the CONSULTANT will provide the additional service.

Section 8. Tax Responsibilities of CONSULTANT

The parties to this Agreement agree that the CONSULTANT is an independent firm or person and that the relationship created by this Agreement is that of an independent CONSULTANT. Further, the parties agree that the CONSULTANT is not an employee of the CITY and will not be treated as such for federal income tax purposes. In this regard, the CONSULTANT acknowledges and accepts all tax responsibilities imposed by federal income tax laws, and any applicable state income tax laws, on self-employed persons, including, but not limited to, the responsibility of withholding from income the required amounts for federal income taxes, Social Security taxes, federal unemployment tax, and applicable state and local income taxes.

Section 9. Non-Exclusive Contract

The CONSULTANT shall devote his time, attention, and energies to the fulfillment of this Agreement. If, after satisfying his responsibilities to the CITY, the CONSULTANT desires to render similar services to any other persons, or on behalf of any other firms, associations, or corporations, then the CONSULTANT may contract for such services; provided, however, that in the event that the rendering of such additional services by the CONSULTANT interferes, in the opinion of the CITY, with the quality of services rendered to the CITY, then the CITY shall have the option of either requesting the CONSULTANT to cease performing such additional services or canceling this Agreement.

Section 10. Independent CONSULTANT Relationship

In the performance of the work, duties, and obligations evolving under this Agreement, it is mutually understood and agreed that the CONSULTANT is at all times serving as an independent consultant providing the CITY with services as a consultant. Amounts paid to the CONSULTANT by the CITY as compensation for providing said services are for services purchased, and amounts paid to the CONSULTANT shall be deemed to be fees for services to an independent consultant and shall not be subject to any withholding. It is expressly understood that the CITY is interested only in the results to be achieved, and the conduct and control of the work will be the sole responsibility of the CONSULTANT. The CONSULTANT is not considered to be an agent or employee of the CITY for any purpose and the CONSULTANT will not be eligible to participate in any benefits the CITY provides for its own employees. It is further understood and agreed that the CITY does not agree to use the CONSULTANT exclusively. It is further understood and agreed that, except as provided herein, the CONSULTANT is free to contract for similar services to be performed for others during the term of this Agreement.

END OF PAGE 5

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the CITY and the CONSULTANT have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

ATTEST:

Consultant's Representative

By: (Print Name)

ATTEST:

Hollie Cost, Mayor, City of Montevallo

Shelby County CE&I Cost Estimate
 Project Number TAPBH-TA14(550)
 Streetscape Improvements to Middle Street
 Estimated Construction Hours to Complete 600

Attachment 1

Volkert, Inc. 2016 Alabama Department of Transportation Audited Rates
 Field Overhead Rate 111.98%
 Facilities Cost of Capital 0.490%
 Profit 10%
 Mileage Rate \$0.535 per mile

MILEAGE				
CLASSIFICATION	Miles per day	Days	Mileage Rate	Billing Amount
Project Manager	120	25	0.535	\$ 1,605.00
Office Engineer	120	20	0.535	\$ 1,284.00
Level 1 Inspector	120	60	0.535	\$ 3,852.00
TOTAL MILEAGE AMOUNT				\$ 6,741.00

LABOR			
CLASSIFICATION	HOURLY RATE	CONSTRUCTION TIME (HRS)	LABOR AMOUNT
Project Manager (PCE)	\$43.00	50	\$ 2,150.00
Office Engineer	\$25.00	125	\$ 3,625.00
Level 2 Inspector	\$19.00	600	\$ 12,540.00
Total Labor			\$ 18,315.00
Field OH 111.98%			\$ 20,365.91
Sub Total			\$ 38,680.91
Direct Job Cost			\$ 6,741.00
Sub Total			\$ 45,421.91
Profit @ 10%			\$ 4,542.19
Facilities Cost of Capital 0.490%			\$ 89.74
TOTAL BILLED			\$ 50,053.85

The above fee is figured on 60 days or 600 construction hours. If the contract exceeds 60 days or 600 construction hours, the fee will increase using the rates shown above.

Council Member Peterson made a motion to authorize the Mayor to enter into the agreement with Volkert. Council Member Walker seconded. ALL AYES . . . MOTION APPROVED.

Citizen Participation: NONE

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 6:37 p.m. Submitted by:

Herman Lehman
 City Clerk