

Montevallo City Council Work Session
February 23, 2015
5:30 p.m. at City Hall

Mayor Hollie Cost, Council Member Rusty Nix, Council Member Jason Peterson, Council Member Willie Goldsmith and Council Member Sharon Gilbert were in attendance. Council Member Dee Woodham was absent.

(City Clerk Herman Lehman was absent. Debby Raymond served as Acting Clerk.)

Mayor Cost called the work session to order at 5:30 p.m.

Matthew Burgess with CDG was in attendance to discuss the ADECA Dailey Park Project. Several questions were asked: Where are we on the punch list? Mr. Burgess stated that he was no sure of the status of the complete punch list but the manhole cover had been replaced. He stated it has been difficult to reach Mr. Massengill with Walker Patton. He stated the project was substantially complete, but due to unintended consequences of the drainage issues, change orders due to extra gravel for storm drainage, hitting the gas and water lines and the easement issue, we do not have the funds available that we had anticipated. Even though the County set some of the signs that were originally in the grant plans and that saved us some monies, we still only have \$859.00 remaining and a drainage issue that must be addressed before we can close the grant. We have already asked for an extension. The solution for the issue is slope paving to long skinny inlets, patch and resurface. This will be about a 5 day project depending on the weather. Last November the estimate to repair the issue was five to six thousand but at this time due to the fact that Walker Patton will have to mobilize equipment again, the cost is \$9,956. Due to time, it is not feasible to shop around for another contractor. We need to close this grant as soon as possible because The City is not eligible for other ADECA funding until this one is closed. Mr. Burgess offered that CDG would pay for half of the expense as they are somewhat at fault. There are three invoices for CDG that have not been paid by the grant monies and their half would come from the City not paying these as sent. Mr. Burgess says the main issue was communication.

Three members of Montevallo FFA were present and Jessie White spoke and requested that we declare March 21, 2015 Farm Day and waive the vendor fees. He also requested road closures for the Tractor Parade. He will get with Chief Littleton later to confirm route. We will have them complete a Parade Permit once we have approved our form.

Kirk introduced Michael Newton and he gave his background history in education and employment. He stated he had 13 years of experience and a 2 year Horticulture degree from Jeff State. He lives in Helena. With regard to the impending bad weather, Kirk stated that they have sand in 4 locations with 2 trucks filled inside the shop to keep it from freezing. If needed, they will sand the Overland Rd. and J A Brown bridges, and if the State can't get to it, they will

sand the Lovelady bridge. Shane Dennis will remove the two trees by the creek and it is expected to take three days, again, depending on the weather. The county has worked on the bridge at the Golf Course with pipe and gravel work. The City will haul materials and provide labor. The area is 200 feet long and is going to take 26 – 29 tons of asphalt vs the original estimate of 8 tons. The Arts Council is gradually moving in at the Recycle Center. Arbor Day is this Saturday, February 28th and begins at 8:00.

Chief Reid said calls are slower than usual but weather may now factor in for a few days. The SAFER Grant is not a feasible option at this time. He stated ISO came to Montevallo in 2008 after 17 years and he just got notice that they will be here again by July. He and Brandon are in classes today and tomorrow in preparation for the inspection.

Chief Littleton gave his report:

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Total Cases	66
Traffic Accidents	7
Traffic Citations	45
Total Arrests	16
Burglaries	0
Auto Burglaries	4
Domestics	10
Assaults	2
Fraud/Forgery	5
Thefts/Attempts	7

Code Enforcement Activity Report **February 9, 2015 – February 23, 2015**

<u>Junk Cars Inspections</u>	<u>- 0</u>
Pending	- 0
Closed	- 0
 <u>Animal Complaints Inspections</u>	 <u>- 0</u>
Pending	- 0
Closed	- 0
 <u>Abandoned Buildings/Houses</u>	 <u>- 0</u>
Pending	- 29
Closed	- 0

<u>Un-Kept Property Inspections</u>	- 0	
Pending	- 3	
Closed	- 1	
<u>Misc. Complaints</u>	- 0	
Pending	- 1	
Closed	- 0	
<u>Total New Inspections This Period</u>	- 0	
<u>Total Inspection Year To Date</u>		- 11

Inspections This Period

No Complaints Received.

Inspections Pending Continued from Last Period

Property on Hwy 25 – Inoperable vehicle and large amounts of trash / debris; contacting owner to remove.

White St. - Trash on roadside to be removed by city

Graham St. empty lots – contacting owner with letter to have property cleaned

Property on Hwy 119 checked for violations – awaiting decision of city to pursue

Norfolk Southern Railroad will clear area behind Scott’s Village. Equipment coming from Mobile and scheduling to close tracks.

Cases Closed this Period

Oxford Circle – Property cleaned and cut by bank.

The Chief requested approval to pursue ADECA Grant money in the amount \$3649.78. This is a no match grant that can be used to purchase equipment.

He stated that a few minor details need to be ironed out in regards to the Parade Permit but he expects to have it ready for Council to vote on at the next meeting.

**Montevallo City Council Meeting
February 23, 2015
6:00 p.m. at City Hall**

Mayor Hollie Cost, Council Member Rusty Nix, Council Member Jason Peterson, Council Member Willie Goldsmith and Council Member Sharon Gilbert were in attendance. Council Member Dee Woodham was absent.

(City Clerk Herman Lehman was absent. Debby Raymond served as Acting Clerk.)

Meeting Called to Order – Mayor Cost opened the meeting at 6:00 p.m.

Minutes Approval – Council Member Nix made a Motion to Approve the Minutes as read, Council Member Peterson seconded the Motion and the vote was unanimous. Minutes Approved as Read.

Pledge of Allegiance –

Student Recognitions / Awards – Student of the Month, Staff Member and Scholars Bowl Team

Principal Lewis and Mayor Cost presented the Montevallo Middle School recognition awards:

Students of the Week

Ayianna Race
Tamyajah Sullens
Trisstain Craig

Sixth Grade Scholars' Bowl Team

Janie Gray
Isabella Alexander
Cody Posey
Emily Haynie
Will Landers
Carolyn Nelson – sponsor

Faculty Member of the Month

Bethany Bishop

Opportunities for citizens to speak to the Council – Mr. Albert Lee Jones Jr was in attendance to discuss the Ora L. Jones Foundation 5K Walk/Run Co-Sponsorship, route for Run (8:00 – 10:00),the Health Fair (10:00 – 1:00). He requested two police officers to help with the event. He and Chief Littleton will continue to finalize the route, permit and officers. This is a Non-Profit and all funds go toward a scholarship to help a student who has already been accepted

into a college. Details of the event should be on their website by March 15, 2015. Council Member Gilbert offered the possibility of Upward Bound students as volunteers to help with the event.

Committee Reports and Consideration of Bills:

Public Health and Safety (Police and Fire) Discussed earlier.

Sustainability (Streets and Sanitation, Recycling, Arbor and Beautification) Discussed earlier.

Recreation, Preservation and Community Development (Parks & Recreation, Golf Course, Youth Athletics) Shane noted that they had a tournament last weekend consisting of nine teams and the fields held the water very well. Gates have been installed but sod has been delayed due to the weather. The Mayor asked about the leftover bricks at Stephen's Park. The plan is to move and store them at the Recycle Center for now. We received the Shelby County Senior Grant in the amount of \$2,000.00 today. Some of the funds will be used to replace the doors at the Senior Center and some for games and recreation for the Seniors. The Council has had a request to use the Senior Building for a Pancake Breakfast....we will look at the guidelines and get back to Council and Citizen. Council Member Gilbert offered two suggestions; The Church and McDonald's as McDonald's will do it for a portion of the profit. Council Member Nix had a question as to whether or not a Board can have a member that lives outside the City as long as he/she doesn't vote. We will look into that and get back with Council.

Education, Arts & Outreach (Schools, Library, Middle School Grant, UM)

Council Member Gilbert stated U/M College Night was a great success and Gold won. She was very concerned with an article on AL.com regarding the low test scores some Alabama schools ranked. Montevallo scores showed only 9.28 % met or exceeded in Math and 8.25% in Science. There are plans to meet with the Principals and possibly form a task team to work with the students.

Allie provided her Library report:

1. Visits to city website since 2/9/15: 1577
2. We will be showing Tarzan on 2/24/15 at 3:30 p.m.
3. Storytime will be at 9:15 Wednesday, the 25th, unless Shelby County Schools/we close due to weather
4. Lego Club will meet Friday the 27th at 3:15. Boys and girls are welcome.
5. We need donations of candy for our egg hunts that will take place near the end of March.
6. Please like us on Facebook.
7. Dr. Scott Varagona, UM Professor and leader of our Chess Club, just won the Queen of Hearts chess tournament. There is a link to an article about it on our Facebook. We are proud and lucky to have him as our chess club leader!

Finance, Economic Development & Tourism (Finance, MDCE) Phase 2 Irrigation is 100% complete, Phase 2 Concrete work is 100% complete, Phase 2 Electrical is 100% complete, Sod

scheduled for delivery 02/24 weather permitting, Fencing work at the entrances to be completed this week and striping to be performed on handicap spaces as soon as weather permits. Finance Meeting Wednesday, February 25, 2015 at City Hall.

Council Member Nix made a motion to pay the bills, Council Member Gilbert seconded the motion and the motion carried unanimously.

Consent Agenda: None

New Business

Parade / Assembly Permit - Chief Littleton will make minor changes and present at next Council Meeting

SAFER Grant – It was decided that it is not feasible to pursue this grant at this time

BOE Field Joint Use Agreement – Council Member Nix made a motion to allow the Mayor to enter into the contract with the Board of Education, Council Member Gilbert seconded the motion and the vote carried unanimously.

STATE OF ALABAMA
SHELBY COUNTY

JOINT USE AGREEMENT

This Joint Use Agreement is made and entered into on this the _____ day of _____, 2015, by and between the County Board of Education of Shelby County, Alabama, hereinafter called the Board, and the City of Montevallo, hereinafter called the City.

WITNESSETH:

That the Board uses, occupies, and controls the following described real property, hereinafter called the Property, situated in the City of Montevallo, Alabama, to-wit:

A portion of the real property east of Main Street, Montevallo, Alabama, Tax ID # 27-5-21-4-002-055.000, lying south of the fire station property and north of the football field and parking lot

upon which is located an athletic practice field. A copy of a property report from the Shelby County website showing the general location of such property is attached hereto as Exhibit A.

The City has expressed an interest in using the Property as a practice field for public sports and recreational activities. The Board is willing permit this use so long as it does not interfere with the use of the Property by the Board, as partial consideration for the conveyance to the Board of certain real property owned by the City. Based upon that consideration and the mutual covenants and agreements contained herein, the parties agree as follows:

1. The Board grants the City the use of the Property as a practice field for public sports and recreational activities at such times and in such manner as not to conflict or interfere with the use of the Property by Board. Use of the Property by the City shall be arranged with the principal of Montevallo High School and shall not commence until such use has been reviewed and approved by the principal.
2. Nothing herein shall be construed as a warranty that the Property is in good condition or is fit or suitable for the use and purpose for which the City proposes to use it. The Board has made no representations or promises with respect to the Property except as herein expressly set forth.
3. The City will take care of the Property during its use by the City and shall be responsible for clearing it of litter and debris following each use by the City.
4. The City will indemnify, protect and save harmless the Board and its agents and employees from any loss, cost, damage or expense caused by injury to persons or property on the Property during its use by the City. The City shall furnish evidence of liability and hazard insurance to Board with Board and its agents and employees named as additional insureds.
5. In the event the City fails to cure any default on its part within 30 days from the date written notice of such default is delivered by Board to City, or repeatedly fails to comply with the terms of this Agreement, the Board may terminate and cancel this Agreement at its option.
6. The City shall not alter or add to existing buildings or construct or erect other structures

or improvements on the Property without prior written approval by the Board of the location and type of structure or improvement, so as not to conflict or interfere with Boards' use of the Property. Upon termination or expiration of this Agreement, title to any alterations, additions, or improvements which have been made shall vest in the Board and the City shall not have any right of removal thereof.

7. The City agrees to make no unlawful or offensive use of said premises during the term of this Agreement and any violation of this provision shall authorize the Board to immediately terminate and cancel this Agreement at its option.

8. The City shall not assign or in any manner transfer this Agreement or any right, interest, or benefit herein. Each and every transfer or assignment of this Agreement or any interest therein or rights and privileges contained herein shall be null and void, unless the written consent of the Board be first obtained thereto.

9. The City may terminate this Agreement at its sole discretion by giving the Board written notice of termination.

In Witness Whereof, the Board and the City have hereunto set their hands and seals in duplicate on this the day and year first above written.

County Board of Education of Shelby
County, Alabama

City of Montevallo, Alabama

by _____
Superintendent

by _____
Mayor

Victory Auto Parking Lot Lease – Council Member Peterson made a motion to allow the Mayor to enter into the contract, Council Member Nix seconded the motion and the vote carried unanimously.

PARKING AGREEMENT AGREEMENT

THIS PARKING AGREEMENT (hereinafter "Agreement") made as of February __, 2015 by and between **Clayton-Bailey Real Estate, LLC** and **CITY OF MONTEVALLO** (hereinafter "Licensee").

WITNESSETH

WHEREAS, Clayton-Bailey Real Estate, LLC, the owner of the property located at the intersection of Main Street & Shelby St. (PID # 27-8-28-2-201-002.000 and 27-8-28-2-201-001.000), Montevallo, Alabama; and

WHEREAS, Clayton-Bailey Real Estate, LLC's property contains a paved lot fronting Main Street; and

WHEREAS, Licensee desires to maintain this property for Licensee's use and **Clayton-Bailey Real Estate, LLC** is agreeable to doing so.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PREMISES:** **Clayton-Bailey Real Estate, LLC** grants to Licensee a license to use the paved lot more particularly described and shown outlined as the "Premises" on Exhibit "A" attached hereto and made a part hereof. Licensee accepts such Premises in "AS IS" condition, with all faults and without any warranties or representations by **Clayton-Bailey Real Estate, LLC** as to the condition thereof.
2. **TERM:** The term (hereinafter the "Term") of this Agreement shall commence on the same date this Agreement is fully executed by **Clayton-Bailey Real Estate, LLC** and Licensee, (hereinafter "Commencement") and shall continue for a period of one (1) year following such date or until the Agreement is terminated per section 8 herein below.
3. **RENT:** No rent shall be due.
4. **USE OF THE PREMISES:** The Premises is granted for the sole purpose of parking of vehicles by the public.

Licensee may not and shall not assign its rights hereunder or sublet the Premises or any part thereof and any attempt to do so shall be void. Licensee shall indemnify and hold harmless **Clayton-Bailey Real Estate, LLC** and from all fines or penalties imposed by law arising by reason of the violation by Licensee of any laws, rules, ordinances or regulations or other governmental requirements relating to the conduct of business in the Premises, or the use or occupancy thereof, issued by any governmental authority having jurisdiction over the Premises.

Licensee agrees to conduct its business and control its agents, employees, invitees and visitors in such a manner as not to create any nuisance, or interfere with, annoy or disturb any other Licensee or **Clayton-Bailey Real Estate, LLC and his tenants**. There shall be no loitering in or about parking area. Licensee agrees to keep the Premises in a neat and orderly fashion free from trash and debris.

5. **PUBLIC LIABILITY INSURANCE:** Throughout the Term, Licensee shall maintain insurance against public liability for injury to person(s) (including death) or damage to property occurring on the Premises arising either directly or indirectly out of the use thereof by Licensee and all other Licensees, employees, invitees or customers of Licensee. Such insurance shall be with minimum single limits of \$3,000,000.00 for personal injury, death or property damage and **Clayton-Bailey Real Estate, LLCs** shall be named as additional insured under said policy. Licensee shall deliver to **Clayton-Bailey Real Estate, LLC** continuous certificates of such insurance naming **Clayton-Bailey Real Estate, LLC** as additional insured and containing an agreement by the insurer that said policy may not be canceled without at least ten (10) days prior written notice to **Clayton-Bailey Real Estate, LLC**.

6. **INDEMNIFICATION:** Licensee shall save, defend and hold **Clayton-Bailey Real Estate, LLC, its members, agents and employees** harmless from and against any and all losses, claims, damages, suits, causes of action and costs, including but not limited to attorneys' fees and costs of litigation, as well as, the cost of any appeal resulting there from arising after the commencement of the Term hereof in connection with any injury to person or property or from loss of life sustained in or about the Premises. It is the intention and agreement that **Clayton-Bailey Real Estate, LLC, its members, agents and employees** shall not be liable and Licensee

shall indemnify and hold harmless **Clayton-Bailey Real Estate, LLC, its members, agents and employees** from and against any personal injuries or damage to Licensee or its officers, agents, and employees or to other persons or to any occupant of the Premises or for any injury to property of Licensee or of any occupant of any part of the Premises, irrespective of how the same may be caused.

7. **SECURITY AND MAINTENANCE:** **Clayton-Bailey Real Estate, LLC** will not provide security for the Premises. **Clayton-Bailey Real Estate, LLC** shall have no liability for theft, damage or bodily harm occurring on the Premises. **Clayton-Bailey Real Estate, LLC** shall have no duty to maintain or illuminate the Premises.

8. **OPTION TO TERMINATE:** Either party may terminate this Agreement with thirty (30) days' written notice to the other party of such election pursuant to Section 9 below, or immediately without notice in the event Licensee fails to maintain public liability insurance pursuant to Section 5 above.

9. **NOTICE:** All notice or demands required or permitted to be given or served pursuant to this Agreement shall be in writing, postage and or shipping charges pre-paid and sent by FedEx (or other nationally recognized overnight carrier) or Certified Mail, Return Receipt Requested to:

LICENSOR: Clayton-Bailey Real Estate, LLC:
1150 George Roy Parkway
Calera, AL 35040

LICENSEE: City of Montevallo
City of Montevallo
Attn: Mayor Hollie Cost
545 Main St
Montevallo, AL 35115

Such notice will be deemed given upon receipt or refusal by the other party. If sent via FedEx or other overnight carrier such notice may be sent for either “overnight” or “second day” delivery.

Either party may change the above addresses by serving notice to the other as provided above.

11. **SURRENDER OF PREMISES UPON TERMINATION:** At the end of the Term hereof pursuant to Section 2 or Section 8, Licensee shall surrender the Premises to Clayton-Bailey Real Estate, LLC without notice or demand by Clayton-Bailey Real Estate, LLC in as good a condition as exists as of the date hereof.

12. **GENERAL PROVISIONS:**

(a) This Agreement shall be governed by the internal laws of the State of Alabama without regard to and excluding its principles of conflicts of laws.

(b) The parties further agree that upon request, they shall do such further acts and deeds, and shall execute, acknowledge, deliver and record such other documents and instruments, as may be reasonably necessary from time to time to evidence, confirm or carry out the intent and purposes of this Agreement.

(c) All representations, agreements, covenants and warranties made herein shall survive the termination or expiration of the Agreement provided for herein.

(d) If any one or more of the provisions hereof shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of any other provision hereof, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties intend that if any provision hereof is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid. The section headings are for convenience only and shall not affect the construction hereof.

(e) Time is of the essence in the performance of each party’s respective obligations.

(f) This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument, and it shall not be necessary that any single counterpart bear the signatures of all parties.

(g) Unless expressly stated to be exclusive, no remedy conferred herein shall be deemed to be exclusive of any other remedy conferred herein or any other remedy now or hereafter available at law or equity. All remedies conferred herein, and all remedies now or hereafter available at law or equity, shall be deemed to be cumulative and not alternative, and may be enforced concurrently or successively.

(h) All periods of time shall include Saturdays, Sundays and legal holidays; provided that, if the last day to perform any act or give notice falls on a Saturday, Sunday or legal holiday, then such act or notice shall be timely performed if given on the next succeeding business day.

(i) This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings, oral or otherwise, between or among the parties with respect to the matters contained herein.

(j) This Agreement shall not be modified, amended or supplemented, in whole or part, without the prior written consent of all parties hereto. Each and every waiver of any covenant, representation, warranty or other provision hereof must be in writing and signed by each party whose interests are adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

(k) If any legal action or other proceeding is brought for the enforcement hereof, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions hereof, the successful or prevailing party or parties shall be entitled to recover attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

(l) The parties hereby agree that each party and its attorneys have reviewed and revised this Agreement and that the normal rule of construction, to the effect that any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of this Agreement and no other rule of strict construction shall be used against any party. All exhibits and schedules attached or to be attached hereto, and all other agreements and instruments referred to herein, are hereby incorporated by reference into this Agreement, as fully as if copied herein verbatim.

(m) The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole and not to any specific article, section or subsection hereof. The word "party" or "parties" means only those persons or entities who are signatories to this Agreement. The terms "include," "includes," "including," or words of like import, shall be construed as being without limitation to the matters or items thereafter specified, notwithstanding any rule of construction to the contrary, unless an intention to be so limited is clearly expressed. Unless expressly otherwise provided herein, the terms "and" and "or" as used in this Agreement means one or other or both, or any one or ones or all, of the items, entities or persons in connection with which the words are used.

THIS AGREEMENT SHALL NOT BE RECORDED.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

LICENSOR:

Clayton-Bailey Real Estate, LLC

By: _____

LICENSEE:

CITY OF MONTEVALLO

By: _____

Name: _____

Title: _____

STATE OF ALABAMA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, as _____ of _____ on behalf of the _____, who is [] personally known to me or who [] produced _____ as identification.

Print Name: _____
Notary Public - State of _____
Commission Number: _____
My Commission Expires: _____

(NOTARY SEAL)

STATE OF ALABAMA

COUNTY OF SHELBY

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, as _____ of **Clayton-Bailey Real Estate, LLC** who is [] personally known to me or who [] produced _____ as identification.

Print Name: _____
Notary Public – State of _____
Commission Number: _____
My Commission Expires: _____

(NOTARY SEAL)

EXHIBIT “A”

CITY OF MONTEVALLO– EXHIBIT “A”



Ameri/Corps & Senior Proclamation – Council Member Gilbert made a motion to approve the Proclamation, Council Member Goldsmith seconded the motion and the vote carried unanimously.

PROCLAMATION

WHEREAS, service to others is a hallmark of the American character and central to how we meet our challenges; and

WHEREAS, the nation’s mayors are increasingly turning to national service and volunteerism as a cost-effective strategy to meet city needs; and

WHEREAS, AmeriCorps and Senior Corps address the most pressing challenges facing our cities and nation, from educating students for the jobs of the 21st century and supporting veterans and military families to preserving the environment and helping communities recover from natural disasters; and WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities, and providing education, career skills, and leadership abilities for those who serve; and WHEREAS, national service participants serve in more than 70,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

WHEREAS, national service participants increase the impact of the organizations they serve with, both through their direct service and by recruiting and managing millions of additional volunteers; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, AmeriCorps members and Senior Corps volunteers demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, City of Service, and mayors across the country to recognize the impact of service on the Mayors Day of Recognition for National Service on April 7, 2015.

THEREFORE, BE IT RESOLVED that I, *Hollie C. Cost, Mayor of Montevallo*, do hereby proclaim April 7, 2015, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our city and thank those who serve; and to find ways to give back to their communities.

Signed on this the____, day of _____, 2015

Hollie C. Cost, Mayor of Montevallo

Old Business

Samford Street Drainage – Matthew Burgess with CDG offered that CDG will half the cost of the drainage issue repairs on Samford Street. We have three outstanding invoices from CDG and their half will be deducted from the invoices prior to payment. The City will take its portion from the City Cash Reserve Fund at Regions Bank. Council Member Nix made a motion to accept this offer, Council Member Gilbert seconded the motion and the vote carried unanimously.

Ora L. Jones Foundation 5K Walk/Run Co-Sponsorship – Council Member Goldsmith made a motion to Co-Sponsor the Ora L. Jones Foundation 5K Walk/Run, Council Member Nix seconded the motion and the vote carried unanimously.

Board Appointments – Lindsay Jennings - The Council request a resume from Lindsay Jennings and will consider a vote at the next Council Meeting.

Other Business – Council Member Peterson made a motion to declare March 21, 2015 Farm Day and to waive vendor license fees, Council Member Nix seconded the motion and the vote carried unanimously.

Council Member Goldsmith made a motion to approve Chief Littleton to accept the ADECA Grant, Council Member Peterson seconded the motion and the vote carried unanimously.

Second Opportunity for Citizens to Speak – None

There being no further business before the council, Council Member Nix made a motion to adjourn, Council Member Peterson seconded the motion and the vote carried unanimously. Meeting adjourned at 6:43 p.m.

Submitted by:

Debby Raymond
Acting City Clerk

ATTEST:

Herman Lehman
City Clerk