

## MINUTES

### *Montevillo City Council Work Session*

**March 9, 2020**

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

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

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

The City Clerk explained the need for an update to our accounting software system, He said the current system we use, InCode, was installed 13 years ago. Since that time, the company has updated its software. However, in order to update our system, it will cost is approximately \$230,000 and take 18 months to install. By that time, we'd need to buy another update. Because we're on the old version, there are very few technicians available to us when we have a problem. As such, it takes hours to get help. We also pay InCode around \$12,000 for "maintenance."

The product from Harris is much easier to use than what we have now. Ms. Terrill said it would save her a lot of time with accounts payable. This software costs \$54,140 – that's around \$25,000 more than upgrading InCode. However, InCode charges us \$12,000 a year in maintenance fees. Harris will charge us less than \$7,000 a year. Therefore, we'd save \$5,000 a year and be able to offset the additional cost in 5 years. If we keep the system for another 6 years, less time than we've had InCode, it will pay for itself. Plus, unlike InCode, Harris provides software updates as part of the maintenance agreement. As such, we'd always be using their most advanced, up-to-date system.

Jeff Ivy with Harris answered any questions the Council had.

Lisa Terrill noted the system also would handle our business licenses. It does everything InCode does, only better.

Council Member Peterson asked if data migration was included in the cost.

Mr. Ivy said it was.

Council Member Bunt asked about the cloud capability.

Mr. Ivy explained it does cost more, and those costs are dependent upon the number of users.

Council Member Nix asked how may support technicians they have.

Mr. Ivy said they have around 23 people taking tech support calls.

**Jeff Ivey**  
Regional Sales Executive  
  
Harris Local Government  
900 East Main Street, Suite T  
Easley SC 29640  
  
Phone: 251-533-5386  
Email: [jivey@harrislocalgov.com](mailto:jivey@harrislocalgov.com)



January 23, 2020

Herman Lehman  
City of Montevallo, AL  
541 Main Street  
Montevallo, AL 35115

**Subject: Proposal for Harris Local Government's SmartFusion Financial Solution**

Herman,

Harris Local Government is pleased to provide the City of Montevallo the following proposal for our SmartFusion Integrated Financial Suite.

Harris Local Government means Choice, Expertise and Relationship. We are a trusted a trusted innovator providing specialized, mission-critical software solutions addressing the financial, human resources, and operational excellence needs of government leaders. We proudly serve 5,500 small and mid-sized municipalities, counties, utility districts, and park districts throughout the United States to reduce risk and drive efficiency.

Thank you for your interest in Harris Local Government. Should you have any questions, please feel free to call or email me at any time.

Sincerely,

Jeff Ivey  
Regional Sales Executive  
251-533-5386



Date: 1-23-2020  
 Quotation No.: JWI-MON2020  
 Effective To: 3-30-2020  
 Prepared By: Jeff Ivey

## Proposal Pricing

Harris Local Government is pleased to provide you with the following pricing for the SmartFusion Financial Suite:

This understanding between **City of Montevallo, AL** at 541 Main Street, Montevallo, AL 35115 ("Purchaser") and **N. Harris Computer Corporation** at 900 East Main Street, Easley, SC 29640 ("Harris") confirms the purchase of the following licensed software products and/or services:

### SmartFusion

Item	Description	Quantity	Unit Price	Extended Price
<b>SmartFusion Software</b>				
<i>Software Licenses:</i>				
1.	System Manager	1	\$1,950.00	\$1,950.00
2.	Accounts Payable	1	\$4,650.00	\$4,650.00
3.	Purchasing	1	\$4,500.00	\$4,500.00
4.	Fund Ledger	1	\$6,400.00	\$6,400.00
5.	Bank Reconciliation	1	\$1,350.00	\$1,350.00
6.	Budget Preparation	1	\$3,950.00	\$3,950.00
7.	Business License	1	\$4,600.00	\$4,600.00
8.	Fixed Asset	1	\$3,050.00	\$3,050.00
9.	Cash Collections	1	\$2,350.00	\$2,350.00
10.	SmartFusion Discount	1	-\$6,000.00	-\$6,000.00
<i>subtotal for Software Licenses:</i>				<b>\$26,800.00</b>
<i>Professional Services:</i>				
1.	Project Management	1	\$2,500.00	\$2,500.00
2.	Implementation, Consulting, Data Review	10	\$1,225.00	\$12,250.00
3.	Professional Travel Days	2	\$600.00	\$1,200.00
4.	Installation	1	\$1,750.00	\$1,750.00
<i>Data Services:</i>				
1.	Data Conversion - Ledger Master File	1	\$1,995.00	\$1,995.00

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2.	Data Conversion - Ledger History File	1	\$1,995.00	\$1,995.00
3.	Data Conversion - Vendor Master File	1	\$975.00	\$975.00
4.	Data Conversion - Accounts Payable Check History	1	\$975.00	\$975.00
6.	Data Conversion - Asset Master File	1	\$500.00	\$500.00
7.	Data Conversion - Bank Reconciliation Master File	1	\$275.00	\$275.00
8.	Data Conversion - Business License Master File	1	\$925.00	\$925.00
9.	Data Conversion - Business License Detail File	1	\$2,000.00	\$2,000.00

*subtotal for Professional Services: \$27,340.00*

**TOTAL NET PRICE: \$54,140.00**

**Annual Maintenance and Support: \$6,870.00**

**Optional  
Hosting Services:**

1.	Annual Hosting (Cloud) - per user per year	8	\$660.00	\$5,280.00
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*subtotal for Hosting Services: \$5,280.00*

**PROPOSAL NOTES:**

Immediately thereafter the 1st Years Annual Maintenance Fee Period, subsequent Annual Maintenance Fees will be calculated at the then current Harris rate. All charges are exclusive to out-of-pocket expenses for services performed. Charges for actual and reasonable out-of-pocket expenses, including but not limited to travel and lodging expenses will be billed monthly as accrued.

Quote does not include applicable sales tax. Of the Purchaser is Tax Exempt, a Tax Exemption Certificate (or other documentation) must be provided with this signed Contract. Otherwise applicable sale tax will be applied at the time of billing.

# Agreement Terms and Conditions

## 1. Definition

"Software Applications" are the computer programs explicitly listed above in the section titled "Software Products" and those indicated using initials by the Purchaser in the section title "Software Options".

## 2. Payment Terms

Order will be processed with the return of signed contract and an initial payment of 50% of the total software, professional services, hardware, and customizations as outlined above. Orders will not be processed until both of these two requirements are satisfied.

The remaining fees for the Software Applications shall be invoiced after delivery (CD-ROM or Electronic Transfer) to Purchaser and due thirty (30) days from the date of invoice.

License Transfer Fees, if applicable, shall be invoiced at the start of the project and due in thirty (30) days.

Professional Services and any applicable travel and lodging expenses, shall be billed monthly as the work is performed.

State Taxes are applicable on prices listed. If the Purchaser is Tax Exempt, a Tax Exemption Certificate must be provided with this signed Contract.

## 3. Delivery Media Type

CD-ROM or Electronic Transfer

## 4. Delivery Schedule

The parties will agree upon an appropriate training, project, and delivery schedule based on, among other things, the modules in respect of which training is required and the skills and availability of both the Purchaser and Harris staff members.

## 5. Data Conversion

The success of a data conversion is based on the format and quality of the input data. Unless otherwise indicated, conversion is strictly limited to non-dollar amounts. A typical utility billing conversion includes information such as names, addresses, phone numbers, and services. Only information explicitly listed in this document will be converted. Initial cost estimates for conversion are included in system pricing proposals but these are only estimates until inspections or sample data can be examined to verify data formats and data integrity. Only then can accurate conversion costs be established. Any costs associated with obtaining the data from the existing vendor are the responsibility of the Purchaser. Sample data shall be provided in standard fixed length format with ASCII display characters only. Data must be on a media formats readable by Harris. File layouts must include: record size, field length, field starting and ending points, field name, field type, data field description. Our acceptable file formats are listed below:

- a. Microsoft SQL Server database
- b. Microsoft Access database
- c. Visual FoxPro/DBase (DBC/DBF)
- d. Excel Spreadsheets - with flat data (one record per row/CSV)
- e. Delimited ASCII files (pipe "|" delimited preferred)

Where ever possible, the data extraction shall be done twice. The first extraction is to test and create the conversion tools. The second extraction is done when the implementation is ready to go live.

In the event a data re-conversion is required, for whatever reason, Purchaser will be billed at the original rate quoted above in the Conversion section of the Agreement.

60 Day Integrity Window - it is our goal to get your data right, thus you as a Client have 60 days from the first day of their Go Live to review data for any discrepancies. Items not contained within their source data are excluded. All items found after this 60-day window will be changed at a minimum charge of \$350.00.

#### **6. Maintenance and Support Fees**

Maintenance and Support fees ("MSF") include all program updates, enhancements and general releases that Harris makes available to the Purchaser as part of its regular software maintenance program. MSF does not include fees for any third-party licenses or Harris services that may be necessary to perform a third-party license upgrade. MSF also includes access to the Harris support hot line.

The initial maintenance amount will be billed on Discovery, which represents the start of services and the ability to obtain support. Payment is due upon receipt of invoice. Harris reserves the right to change maintenance and support fees.

Subsequent years' MSF shall be rendered at the beginning of each year in which services are to be furnished. Lapses in annual MSF and/or balances not paid over sixty (60) days will be monitored and will lead to denial of support, and upgrade privileges. In the event of a lapse, Purchaser will be subject to reactivation fees not to exceed 40% of the current annual MSF applied to each year of the lapse including partial year lapses plus the amount representing "the lapsed" MSF. The specific services provided by the technical support staff are outlined in the Harris Software Support Agreement Standard Guidelines.

#### **7. Additional Customization(s)**

The Purchaser and Harris have jointly reviewed the Software Applications and have determined that all items are adequate except as noted in the CUSTOMIZATIONS section. Additional customization(s) or report modifications not identified in this Agreement will be quoted as requested and billed at the hourly rate of \$175.00. Customizations and/or report modifications requested one year or more from the date of this agreement will be billed at the then current Harris hourly rate. No additional customizations will be undertaken without prior agreement by both parties on cost, scope of functionality, and the impact on the project schedule.

Twenty-two percent of any fees associated with any customization services will automatically be added to the Purchaser's MSF.

#### **8. Forms**

Purchaser agrees to use standard forms unless otherwise indicated. If purchaser does not order forms from Harris, forms must be approved by Harris Project Manager (named below in Section 15) before ordering. A Change Order may be issued to purchaser by Harris for any report modifications, which will be billed at a rate of one hundred-seventy-five dollars (\$175.00) per hour.

#### **9. Professional Services**

Additional professional services are available on-site or virtually. Virtual work is billed at \$175.00 per hour. On-site work is billed at \$1,225.00 per day plus travel, travel time, lodging and per diem expenses. Work performed one year or more from the date of this agreement will be billed at the then current Harris

rates. Help line support does not include training. New employees must be trained by Purchaser or by making arrangements with Harris.

In the event, Purchaser wishes to schedule any professional services on a Saturday; there is a \$250.00 surcharge. Application consulting and setup services may include but are not limited to: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

Scheduling: Harris will use its best efforts to select a mutually agreeable date for services. Cancellation or rescheduling of services must be done five business days or one calendar week prior to scheduled service date. A five hundred-dollar (\$500.00) cancellation fee will be assessed for cancellations/rescheduling done outside of the time frame specified.

#### **10. Travel and Lodging Expenses**

Travel and lodging expenses will be billed in conjunction with any services work performed at the Purchaser's offices by Harris personnel. Lodging expenses will include hotel expenses and will only be charged if an employee is required to spend the evening. Travel expenses may include airfare if the employee is required to travel by air to reach the Purchaser's offices. Travel may include the cost of a rental car. If an employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate. Travel time will be charged for all onsite work at a rate of three hundred dollars (\$300.00) for up to three days and six hundred dollars (\$600.00) for four days or more onsite. When an employee is at or traveling to the Purchaser's offices, fifty-five dollars (\$55.00) per day will be charged to cover meals and incidentals. If an employee must travel on Saturday, Sunday, or a holiday, or is at the purchaser's office on a holiday, one hundred-ten dollars (\$110.00) per day will be charged to cover meals and incidentals.

Harris will use its best efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Purchaser.

#### **11. Grant of License**

Harris hereby grants Purchaser a nontransferable, nonexclusive, nonrefundable license under the terms of this Agreement to use the Software Applications on its equipment subject to the following:

- a. The Purchaser may not sublicense, rent, lease or assign the Software Applications.
- b. No license is given to Purchaser for the source code to the Software Applications. The Purchaser is expressly prohibited from reverse engineering, decompiling, or disassembling the Software Applications or from creating a derivative or modified copy of the Software Applications.
- c. Initial delivery of the Software Application shall be COTS (Commercial Off The Shelf) Purchaser is not relying upon any future product availability or functionality upon entering into the payment obligations under this Agreement

#### **12. Performance by Customer**

- a. Co-operation by Purchaser: The Purchaser acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Purchaser and its staff and agrees to act reasonably and cooperate fully with the Consultant to achieve the Completion of Services.
- a. Required Programs: The Purchaser acknowledges that if the use of the Software requires that the Purchaser obtain and install additional software programs, then the Purchaser agrees that the acquisition of the additional software programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Purchaser further acknowledges that the operation of the Software requires the Purchaser's hardware to be of sufficient quality, condition and

repair, and the Purchaser agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services.

- b. Project Manager: The Purchaser shall appoint a project manager who shall work closely with Harris Staff to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Purchaser and their co-operation with and participation in such process.

**13. Warranty Disclaimer**

Harris does not make, and hereby disclaims, any and all express and/or implied warranties regarding the services or any material provided by Harris to Purchaser pursuant to this agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement, and warranties arising from a course of dealing, usage or trade practice. Further, Harris does not warrant that the Software Licenses will meet any exact user requirements, and that the software will operate error free or uninterrupted. In the event an error is discovered in one of the Software Applications currently covered by MSF, and the error is confirmed, Harris will make reasonable efforts to provide Purchaser with a correction.

It is acknowledged by the parties hereto that the Hardware provided by Harris to Customer pursuant to this Agreement was manufactured and delivered to Customer by a third-party manufacturer and Harris is reselling it to Customer. As such, Harris makes no warranties, express or implied, with respect to the Hardware, including, without limitation, their merchantability or fitness for a particular purpose. Any warranty Customer has with respect to the Hardware shall be solely provided by the manufacturer(s)."

**14. Limitations on Liability**

Purchaser agrees that Harris' liability hereunder for damages, regardless of the form of action, shall be limited to actual direct damages and shall not exceed the charges hereunder paid by Purchaser to Harris. Purchaser further agrees that Harris will not be liable for any other damages including consequential, incidental, special, exemplary damages, lost profits, failure to realize anticipated savings, data loss, loss of goodwill, business opportunities or reputation, economic loss or for any claim or demand by any third party, except a claim for patent or copyright infringement with respect to Licensed Software.

**15. Change Order Process**

With respect to any proposed changes to the Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

The following individuals are authorized to sign off on change orders on the Purchaser's behalf:

Name: HERMAN LOAMAN Title: CITY CLERK & TREASURER  
Name: CELA JENKINS Title: ASSISTANT CITY CLERK & TREASURER



The following individuals are authorized to sign off on change orders on Harris's behalf:

1. Kimberly Ratliff - Professional Services Manager
2. Jody Bennett – Vice President, Sales and Marketing

**16. Cancellation Policy**

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Software Applications delivered, any Professional Services rendered and T&L expenses incurred prior to the cancellation. Initial down payment of deposit is non-refundable. Purchaser must provide written notification to Harris if it wishes to cancel the Agreement. Cancellation of any on-site Services by Purchaser is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Cancellation by Purchaser with fourteen (14) days or less of scheduled on-site Services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Purchaser hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris then current schedule permits. Harris is not responsible for any delay in Purchaser's project resulting from Purchaser's cancellation of consulting. If additional services are required because the Purchaser was not adequately prepared for the on-site services, Harris will provide a Change Order to the Purchaser for the additional services.

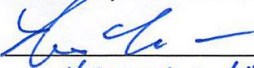
**17. Governing Law; Venue**

This Agreement shall be governed by the substantive and procedural laws of the State of Alabama. Purchaser hereby agrees to submit to the exclusive jurisdiction of, and venue in, the courts in the State of Alabama in any dispute arising out of or related to this agreement.

**18. Entire Agreement**

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.

Purchaser: City of Montevallo, Alabama

By:   
Title: HERMAN LIEBMAN  
CITY CLERK + TREASURER  
Date: 3/11/20

**Purchaser's Project Leader:**

Contact Name: LISA TRIMMILL  
Contact Title: ASSISTANT CITY CLERK + TREASURER  
E-mail address: Ltrimmill@cityofmontevallo.com  
Phone #: 205-665-2555, ext 111

**Purchaser's Accounts Payable Dept. Information:**

Billing Address: 541 MAEW ST, MONTEVUE, AL 35115

Accounts Payable Contact: LISA TERRELL

Email Address: lterrell@cityofmontevue.com

Phone & Fax #: 205-665-2555, ext 111 F/AO: 205-665-9203

Alternate Contact: HANNAH LEITMAN

*[Handwritten signature and date]*  
Date: 8/14/12

*[Handwritten signature and contact information]*  
Lisa Terrell  
City of Montevue

## Financial Services

At Harris, we are committed to helping you ensure your business is equipped to meet today's financial requirements — and flexible enough to embrace the opportunities that lie ahead. With Harris Financial Services (HFS), you'll now have the same high level of flexibility when it comes to financing not only your Harris Local Government products, but also most any capital projects that are being planned.

### What is Harris Financial Services?

HFS offers competitive leasing and extended financing capabilities in conjunction with our municipal financial partners. Customers are paired with the financial partner that is best suited to meet their unique requirements.

Our highly respected financial partners:

- Are focused on the needs of the public sector
- Enable access to capital with highly unmatched terms
- Offer a variety of financing options to fit your budget
  - Monthly, Quarterly, Semiannual, and Annual.
  - Delayed payments to fit budget timing requirements.
- Handle the invoicing and collection of monthly payments

Benefits:

- Bundle monthly or quarterly payment for product, service, software, third-party equipment as well as other capital projects such as vehicle purchases or even park renovations.
- Have an operating budget solution vs. a capital budget constraint
- Avoid the requirement of a down payment
- Pay only for useful life of equipment, and avoid keeping outdated products
- Preserve existing lines of credit
- Manage budgets more easily with low payments

### Interested in our Financing or Leasing Program?

Contact our sales team if you would like information about financing or leasing your Harris Local Government solutions or capital projects.

36 Months = \$1610

60 Months = \$1015

Chief Brad Davis reported that the Fire Department ran 100 calls in February, 60 EMS, 4 false alarms, 13 recalled, and 3 fires.

The City Clerk updated the Council on the status of the storm shelter. He said we have included the storm shelter as part of the site plan for the redevelopment of the City Hall block, which included Victory. Our architects are obtaining information of costs and so forth. Our goal would be to make the shelter development part of the Victory project funding. If we can get a FEMA grant, that's good too. It would help offset the cost. Our architect is working with our contractor to see if the changes we're making to the design could allow us to add in the shelter at essentially no additional cost above the original project bid price.

Mayor Cost pointed out, in the meantime, Montevallo High School has made their basement available as a community shelter.

Council Member Herbert reported there were 300 people or more at Arbor Day this year.

Council Member Nix said 258 signed the register, and there were lots more folks there who didn't sign-in.

Council Member Herbert said everything went really well that day. The Recycling Center was a great location for the event.

Council Member Nix said he thought this was one of the best Arbor Day celebrations we've ever had. The space worked well, there was plenty of parking, and we gave out over 2,800 trees.

Council Member Herbert said the Arbor Board's next meeting will be March 24<sup>th</sup> at 5:30 p.m. at Parnell. There will be a ValloCycle meeting on the 16<sup>th</sup> at Parnell. Also, we have an Animal Health & Safety Forum scheduled on March 31<sup>st</sup> at 6:00 p.m. at Parnell.

Sustainability Coordinator Olivia Barone said we've recycled 65 pounds of the plastic film – 37 lbs. in the last 8 days. She said the increase has been the result of improved public awareness. However, we are still far short of our goal in order to win the free bench.

With regard to the city-wide Trade Day, we've had 7 people sign up so far.

We've received mostly positive comments so far regarding our new hours at the Center. Best of all, there has been no serious dumping outside the gate.

Trade Day is set for April 25<sup>th</sup>. Garage sale licenses have been waived city-wide that day. We're also looking into a space downtown for residents to set-up, maybe at Victory.

Mayor Cost said she hope that many items which might otherwise end up being thrown out and set out by the curb can be sold that day. The event also gives people a reason to come to town.

Kirk Hamby, Public Works Director, informed the Council there are two sink holes which have developed along Samford Street. The street is still being worked on and the traffic through there is limited to one lane.

Shane Dunaway explained what is happening to the building at the Recycling Center. Water is getting into the block walls and compromising the building's integrity. We've obtained a couple quotes to fix the problem. He received a slightly cheaper quote from one contractor, but their "fix" was just temporary. APS gave us a quote on a solution we feel confident will actually stop the issue's we're having once and for all.



**Prepared by:**  
 Steve Reyer  
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APS Foundation  
 CALLTHESHIELD.COM  
 TF 866-253-6035  
 O 205-951-9717  
 F 205-951-9668

**Prepared on:**  
 2-28-20

**Prepared for:**  
 City of Montevallo  
 sdunaway@gmail.com  
 C 205-453-5407 Shane

**Job location:**  
 1361 Spring Creek Rd  
 Montevallo, Al 35115

**Proposal**

## Project Summary

My Basement .....	\$10,005.00
Total Investment .....	\$10,005.00
Same Day Savings .....	\$1,000.50
<b>Total Contract Price .....</b>	<b>\$9,004.50</b>
Deposit Required - 0% .....	\$0.00
Deposit Paid .....	\$0.00
<b>Amount Due Upon Installation .....</b>	<b>\$9,004.50</b>

## Customer Consent

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 120 days.

**Authorized Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract.

**Customer Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

## Job Details (Continued)

### Specifications

Install WaterGuard sub-floor drainage system as indicated in job drawing. Install WaterGuard Port for access to system. Install TripleSafe pump system with twin liner, 1/3 hp cast iron primary AC pump, 1/2 hp cast iron AC back-up pump, and UltraSump battery back-up pumping system with charging/control box with alarm, and 120 amp sealed maintenance free battery. Includes 3 CleanPump stands, airtight lid with airtight floor drain, and WaterWatch alarm system. Install BrightWall paneling system on walls as shown on drawing.

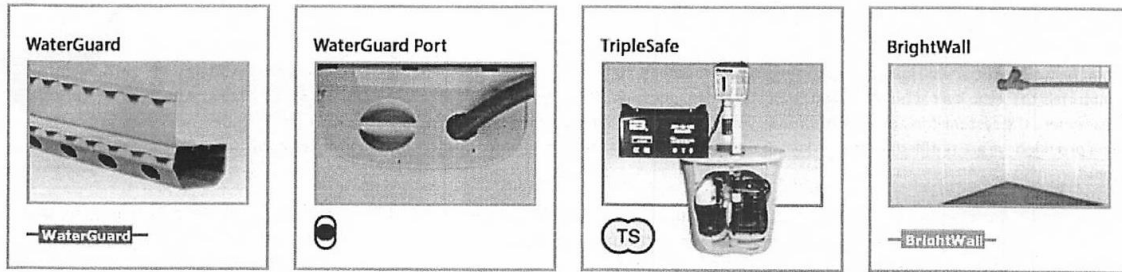
### Contractor Will

### Customer Will

### Additional Notes

1. Customer agrees to remit any remaining balance to or sign financing paperwork from the APS Foundation Installation Foreman. There is also a Job Satisfaction form that the APS Foundation Installation Foreman needs after your inspection of the project. Please sign it as well. Final location of structural or waterproofing product will be determined by the project foreman. Balance of total price of project, including approved change control items, is due to the project supervisor on the last day of the project, unless otherwise noted. A 5% penalty (minimum \$100) will be assessed if the payment terms are not met. An interest charge of 1½% per month will be charged on any outstanding balance not paid upon completion of the contract work. In the event legal action is necessary to collect any amount due APS Foundation, APS Foundation shall be entitled to recover from Customer all reasonable costs of collection, including reasonable attorney's fees and expenses and court costs, in addition to any outstanding amount due APS Foundation. All agreements are contingent upon absence of strikes, accidents or delays beyond our control. Customer is to carry fire, tornado, and other necessary insurance. This contract contains all the terms and conditions agreed to by the parties and no other representations, warranties or agreements, expressed or implied, shall vary the terms of this contract. Initial \_\_\_\_\_
2. Customer agrees to provide proper dedicated electrical outlets for all pumps and other electrical devices to be installed. Initial \_\_\_\_\_
3. Customer understands that mechanical dehumidification is necessary in any encapsulated area to stabilize moisture levels. Initial \_\_\_\_\_
4. Customer understands there is no external waterproofing provided by APS Foundation. Initial \_\_\_\_\_
5. Customer was offered a primary sump pump system with a secondary backup and a battery backup system. The customer has been fully informed of this option and recommendation and declines. Initial \_\_\_\_\_
6. APSF has recommended mold treatment and/or remediation, and Customer has declined the treatment. Signature \_\_\_\_\_
7. APSF has recommended a full perimeter drain system, and Customer has declined the system. Initial \_\_\_\_\_

## Products



## Limited Warranty (Continued)

### Lintel Lift

We Guarantee the materials and labor of the Lintel Lift System for a period of (5) years. We do not warrant from warping due to heat, drought, wet (rain, etc) or acts of GOD. We will stabilize the area from further damage but cannot warranty the closure of existing cracks.

The City Clerk updated the Council on the Ammersee Lakes paving request. He said we've turned everything over to the county to give us a quote. However, Mr. Bagley involved his attorney in things, so our efforts on his behalf have been complicated. Nevertheless, we're still working on it.

Council Member Herbert mentioned the work on Bull Dog Bridge.

Mr. Hamby said there are boards and side-rails missing.

Council Member Herbert said he was told by the crew that Mr. Sears hired them to remove the boards, but he does not have the lumber yet to replace them.

Mr. Hamby said he talked to Mr. Sears earlier in the day and he told him that the bridge was damaged and that he does not have a plan to repair it.

Mayor Cost said we are investigating this situation and will take whatever action we legally can to ensure it is safe and remains open.

In response to a question from Council Member Nix, Ms. Barone said free dump day is March 28<sup>th</sup>. Council Member Nix encouraged everyone to take advantage of that service.



Council Member reported on behalf of Mr. Baugh that Little League registration is up. SCP trails are still wet. Even so, the park is being enjoyed quite a lot. Half of the golf course remains open – you can still play the loop. The driving range is still closed due to flooding.

***Montevallo City Council Meeting***  
**March 9, 2020**  
**6:00 p.m. at City Hall**

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

**Pledge of Allegiance**

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

**Approval and/or corrections of the minutes -2/24/20**

Council Member Peterson made a motion to approve the Minutes from February 24, 2020 as corrected. Council Member Goldsmith seconded. Council Member Herbert ABSTAINED. ALL OTHERS VOTED AYE . . . MOTION APPROVED.

**Recognitions / Awards:**



**Whereas**, the youth of Montevallo, Alabama will determine the future strength of our country and be the bearers of our democracy;

**Whereas**, youth need a safe haven from various negative influences, such as child abuse, substance abuse, depression, and crime, and youth need readily available resources to assist them when faced with circumstances that compromise their safety;

**Whereas**, the Safe Place® program is committed to protecting the youth of Montevallo by offering short-term housing at neighborhood locations where trained volunteers are available to counsel and advise young people seeking assistance and guidance;

**Whereas**, designated locations where youth can get information and immediate care, Safe Place is found at businesses, such as restaurants, convenience stores, movie theaters, and community buildings such as fire stations, libraries and community centers;

**Whereas**, the success of Safe Place is based on public/private collaborations between businesses, school systems, fire departments, law enforcement, and a network of volunteers;

**Whereas**, Montevallo needs increased numbers of community volunteers serving as mentors and positive influences on young people;

**Whereas**, the Safe Place program must meet performance standards, relative to outreach and community relations, to receive direct federal assistance as set forth in the Runaway and Homeless Youth Act (42 U.S.C. 5701 et seq.);

**Whereas**, more than 1,400 communities in 37 states administer the Safe Place program at more than 21,000 locations;

**Whereas**, more than 359,000 youth have been helped at a Safe Place location or received counseling by phone as a result of Safe Place information received at school;

**Whereas**, since program inception in 1983, more than 15 million youth have been reached through National Safe Place Network's Building a Safety Net for Youth campaign, familiarizing them with the Safe Place sign and providing them with information about how to seek help in order to stay safe;

Whereas, increased awareness will encourage more communities to establish Safe Place locations where youth can readily access the help they need.

**Now, therefore,** I Hollie C. Cost, Mayor of the City of Montevallo, Alabama recognizes the week of March 15<sup>th</sup> – March 21<sup>st</sup>, 2020 as “National Safe Place Week”; and calls upon the people of Helena and interested groups to promote awareness of, and volunteer involvement in, the Safe Place program; and observe the week with appropriate ceremonies and activities.

---

Hollie C. Cost, Mayor

Mayor Cost welcome the Middle School’s Leaders of Tomorrow to the meeting. Their advisor, Coach Taylor had them introduce themselves and tell the council which role they play. He said this program is an excellent way to recognize and develop leadership skills in our youth.

Ms. Mitchell, a founding member of the LOT Board, thanked Council Member Goldsmith for his many years of service and his efforts to help create our LOT organization.

Council Member Goldsmith remarked that LOT members are all a great group of people.

**Citizen Participation:**

Veronica Bailey asked about how her church should go about getting their storm shelter certified.

Mayor Cost said even without a formal certification, we notify our residents of potentially “safer” locations in the city where they can go – like the High School basement. If she wants info on the FEMA certification process, she should talk to Chief Davis.

Steve Schrimsher complained about the condition of the roads in Ammersee Lakes. It was explained that the developer is still responsible for those streets.

**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.

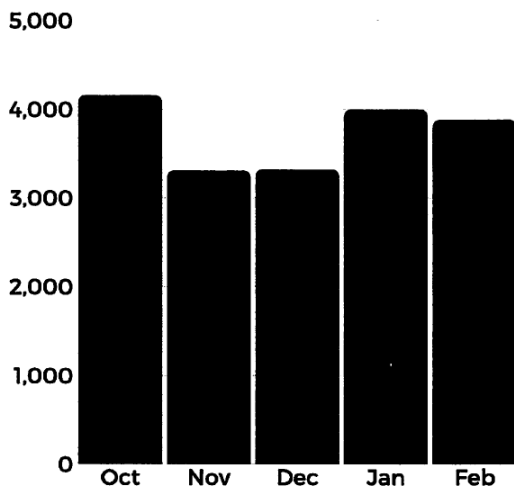
**Education, Arts & Outreach** (Schools, UM, Boys & Girls Club, Library, American Village, Sister City Commission, Artwalk) – Discussed earlier.

Savannah Kitchens, Director of Parnell Memorial Library, presented her report:

# Parnell Memorial Library

FEBRUARY 2020

## CIRCULATION



## FEBRUARY DEPOSITS

**TOTAL: \$1,600.54**

## PROGRAMS: 24 TOTAL

- 4 storytimes with Mr. Mac
- 4 Family Playgroup meetings
- 1 family storytime
- 1 kids' craft
- 3 Code Club meetings
- 1 Breakerspace event (teen)
- 1 after school kids' craft
- 2 take-home craft kits
- 1 LEGO club
- 1 paint class (adults)
- 1 drop-in craft
- 1 Playdoh club
- closed for Feb. 17 President's Day

**3,868**

Materials  
Circulated

**199**

attended library  
programs

**344**

Computer Use

**25**

Community  
Events

# **Parnell Memorial Library**

## **Director's Notes**

### **February 2020**

- the library is actively promoting the census with grant funds from Harrison Regional Library System and Shelby County
  - > the library will be holding a weekly raffle beginning March 16 to promote the Census; presence at Love Montevallo Day 3/14; ESOL class will take the Census in computer lab at UM; visiting ESL Parents' Meeting on 3/17
- applied to Dollar General Summer Reading Grant
- finishing revisions for 2 LSTA grants (technology and Collection Development)

MJCC Junior Mayor Abigail Heuton informed the Council the group has been finalizing plans for the Color Run on March 14th. The event starts at 9:00 a.m., just before Love Montevallo Day. The group has also been working on changes to their by-laws.

Ms. Hogan's assistant, Morgan, presented the IMPACT report:



## Montevallo City Council Meeting Report March 9, 2020

- 🌟 I, Sarah Hogan, attended the National Coalition Academy with our Business Sector Representative, Julie Smitherman, in Charlotte, North Carolina last week. We joined about 50 other individuals from all over the country to learn more about best practices from CADCA, Community Anti-drug Coalitions of America and expectations of the Drug-Free Communities Support Grant. We worked hard each day and participated in fun activities that I look forward to using with our coalition especially the community mapping activity to identify specific key elements and risk behaviors and areas. We worked on our community assessment report, problem analysis and logic models.
- 🌟 Morgan attended the first Be Well Shelby event hosted by Central Alabama Wellness in Chelsea this weekend. She represented IMPACT providing informational and promotional items to the Chelsea community. All Shelby County Coalitions and Compact 2020 are partnering with Central Alabama Wellness to host 5 events over the next month. The next Be Well Shelby event is this weekend, after Love Montevallo Day at Orr Park beginning at Noon. Come see us!
- 🌟 Carol Williams, Prevention Specialist Consultant, will be assisting me with the Continuation Grant Application for Year Two, that is due by April 14. We will be working to identify strategic Action Plan items and budget adjustments.

Council Member Bunt then presented her report:

### **American Village**

Tulip Festival is going on right now.

### **Sister City**

Our visitors have postponed their trip.

## **Montevallo Arts Council**

Montevallo Arts Fest is set for April 18. Artists can apply through MAC's FB page.

## **MES**

Montevallo Spirit Night at McDonald's this Thursday from 5-8 p.m.

**MES, MMS and MHS** classes are canceled on Friday, March 13 for a teacher work day.

## **MHS**

Tomorrow is E-day for 9th, 10th and 12th-grade students in which students receive classroom instruction electronically. It requires students to work at home or off-campus location.

## **UM**

### **Tax Assistance**

Stephens College of Business is again offering the Volunteer Income Tax Assistance (VITA) program each Saturday from 10 a.m. to 2 p.m. until April 11 in Morgan Hall room 202.

### **ACT Prep Course**

Saturday, March 14, from 8:30 a.m. to 4:30 p.m., Wills Hall

The University of Montevallo will host a single-day ACT prep course for local high school sophomores, juniors and seniors.

**Schools will be closed for Spring Break, March 23-27.**



**Be sure to follow Montevallo Connection on Facebook for other school news.**

Steve Gilbert, Executive Director of the Montevallo Chamber, provided a brief update. He said the MDCD approved the purchase of a weather cam. It will be mounted on a building on the UM campus. That will give us the best view of downtown and the city. It will also access UM's internet connection. The weather cam will be featured on Fox 6 during every weather event and will be accessible all the time via their website. It should be a great way to make viewers more aware of Montevallo. He also reminded everyone of the Electronics Recycling Day on March 21<sup>st</sup> at the Recycling Center. Over the past 6 years, this event has recycled over 6.5 tons of electronics. He said he is hosting a tour for a group coming to a conference at American Village on the 13<sup>th</sup>. They want a local venue to eat lunch. We are looking at holding the lunch at the library.

Council Member Bunt asked if the camera was similar to what we had before. Mr. Gilbert said it was, The other was hit by lightning. He said they have been searching for the best site to locate it for weeks. The link will always be available on the website. They reach 1.9 million viewers on that site. It will also be featured two times each day on their newscasts.

Council Member Peterson updated the Council on the MDCD. He said they are working on the 7 K Fun Run at SCP on April 25<sup>th</sup>. They expect 200 participants. He also mentioned Oak Street and Arden will be added to the Phase IV paving list. If we have streets to add, we need to do it soon. He noted, as well, that the County says they can save us money on the Dailey Park improvement project – maybe costing us 1/3 as much as bidding. We need to tell them how much work we want done in the first phase.

Chief Littleton presented the following:

Montevillo Police Department Stats

	January-20	February-20	March-20	April-20	May-20	June-20	July-20	August-20	September-20	October-20	November-20	December-20	Total
Total Reports	98	75											173
Criminal Cases	40	22											62
Non-Criminal	11	15											26
Traffic Accidents	13	15											28
Traffic Citations	150	140											290
DUI Arrests	3	9											12
Public Intox Arr	0	1											1
Alias Arrests	13	3											16
Juvenile Arrests	2	0											2
Misd Arrests	3	7											10
Felony Arrests	1	0											1
Drug Related	5	2											7
Total Arrest	25	23											48
Auto Thefts	0	0											0
Burglaries	1	3											4
Auto Recoveries	0	0											0
Auto Burglaries	4	1											5
Criminal Mischief	4	2											6
DV. Related	2	7											9
Assaults	8	4											12
Fraud/Forgery	0	2											2
Harass / Reck	4	0											4
Misc. Offenses	25	10											35
Robberies	0	1											1
Thefts / Attempts	8	12											20
Suicide Attempts	0	0											0
Suicides	0	0											0
Deaths	0	0											0

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

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


**Consent Agenda:** NONE

**New Business:**

ADEM Grant Application –

Mayor Cost noted there is no match required for this grant.

Olivia Barone presented the following:

		<h2 style="margin: 0;">Alabama Recycling Fund Grant Application</h2>	
<b>Applicant Information</b>			
Lead Applicant Name/Entity		Regional Planning Commission Area(s)	
City of Montevallo                      Montevallo Recycling Center		RPCGB	
Physical Address		City	County
541 Main St		Montevallo	Shelby
<b>Contact Information</b>			
Contact Person		Email Address	
Olivia Barone		obarone@cityofmontevallo.com	
Governmental Body or Agency Name		Federal Employer ID Number (FEIN)	
City of Montevallo		63-6001321	
Mailing Address		City, State	Zip Code
541 Main St		Montevallo, AL	35115-4044
Telephone Number		Fax Number	
205-665-2555		205-665-9203	
<b>Project Costs</b>			
Total Estimated Cost of Project		Grant Amount Requested	
\$ 38,313		\$ 38,313	
<b>General Project Information</b>			
Estimated quantity of material to be recycled or reused		~100 tons	
Estimate of how much of this amount will be from out-of-state		0	
What types of materials will be recycled?		Paper, Plastic, Aluminum, Cardboard	
When will the proposed project be fully implemented?		August 2020	
How many households are in the area covered by this project?		3450	
When was your local Solid Waste Management Plan (SWMP) approved?		2015	
Is the proposed project consistent with the approved SWMP?		YES	
What existing recycling efforts exist in your solid waste jurisdiction?		Drop-off	
What is the estimated participation rate in recycling in the area?		50%	
What types of materials are currently recycled in your area?		Paper, Plastic, Aluminum, Cardboard	
Does the proposal include public education/outreach activities?		YES	
Does the project require advance funds?		NO	
Does the project area have solid waste collection service?		YES	
If so, how many households are served?		1742	
Is this application a regional project with more than one applicant?		NO	
If so, who is/are the other jurisdiction(s)?		N/A	

**Project Description:**

The total cost of the project is \$38,313 which includes updating our baler (\$29,770) and customizing a new grapple bucket (\$5,300) for better sorting and processing at our recycling center. The grant cost will also go towards refrigerator magnets (\$3,243) for education and outreach to our residents.

The Montevallo Recycling Center has been in the city's possession for nearly a decade. The center holds six stalls of materials including paper, plastic #1 and #2, aluminum cans, cardboard, and newspaper. The commissioned ADEM study performed by SERDC states that "Local government recycling programs will need to specialize in collection, aggregation, and transportation," (page 28, attached) and the Montevallo Recycling Center does just that. We use the stalls to collect and separate each material, a bobcat, and compactor and baler to send the commodities to a materials recovery facility in Birmingham.

In October 2019, Montevallo had to cancel its curbside recycling program, but used the Recycling Center as an alternative for residents to recycle paper, cardboard, plastic, and aluminum. Montevallo knows that recycling has an intrinsic value on its community, but also understands that it is just as important to be smart with our finances as it is to do good for the environment.

With curbside unavailable, the recycling center increased its volume of recycling. From September 2017, when we started tracking, to December 2018, we hauled off approximately 27.7 tons of recycling at the center. From January 2018 to December 2019, we hauled off 87.9 tons. This increase in volume is most likely caused by canceled curbside programs and the increase in visitors from Alabaster, Calera, Bibb County, and Pelham who also have no other way to recycle. Shelby County's Solid Waste Management Plan advertises on page 21 (attached) Montevallo's Recycling Center as a drop off location for unincorporated Shelby County, making our center a well-known location to recycle for more than just Montevallo.

Our city wants to continue to offer recycling to its residents and the surrounding communities to be consistent with our approved Solid Waste Management Plan. However, with the age of our equipment currently, we cannot keep up with the amount of materials. "Successful recycling programs are dependent on consistently high levels of participation by residents, efficient sorting and processing of materials, and strong market demand," (ADEM/SEDRC Study page 58, attached). Montevallo's Recycling Center has high levels of participation, but it's current sorting and processing system is very inefficient.

The amount of materials is sometimes too much for our city to maintain with the equipment we currently have. We end up having to compact mixed materials, which is of extremely low value to the materials recovery facility, Birmingham Recycling and Recovery, or throw them away because we cannot keep up with the amount of materials in equipment and in manpower.

The grant requested would help Montevallo update two pieces of our equipment. The first being our baler. The second with a new grapple bucket specifically designed to fit our needs through B & K Welding.

The baler we currently have takes three employees to run correctly. If we can use the baler with less employees, Montevallo would be able to accept and recycle a larger volume of materials at a much higher production rate. The problems we are currently facing with the baler include the electrical components, control panel, and hydraulic and cylinder issues. The hydraulic system has been wearing out for some time. New valves, heaters, and pressure switches will dramatically increase productivity. The electrical components are outdated. So outdated, in fact, that we don't have an electrical diagram to troubleshoot wiring problems. The cylinder pressure is leaking, which makes it hard to hold its compaction, making bailing nearly impossible. Just this past summer we had five different issues with the hydraulic system. It took days for experienced mechanics to fix the problem because we could not provide them with the correct diagrams or information. We opted to update our current baler instead of another refurbished one to keep continuity and avoid wasting our current one.

A company, Control Systems, works on hydraulics and the electrical system for our baler. The cost would be \$29,770. The Quote is attached. Please note that Montevallo owns an acceptable fork truck and will not be charged the \$600/day fee.

A new grapple bucket, modified specifically for our use, will help us move at a faster pace to bale more materials. The grapple bucket itself has a lot of open areas, which makes moving materials from stall to compactor or baler, a very time-consuming process. The current bucket being used on our Bobcat leaves behind trails of litter, consuming work time to go back for clean-up. The company B & K Welding can customize our grapple bucket to limit holes within the bucket to streamline collecting, sorting and processing materials at our center. The customization will reduce clean up time, meaning less hours spent not bailing, and in the end helps us process the materials faster with less contamination. The cost for the new grapple bucket is \$4,100, and the cost for welding is \$1200, total being \$5,300.

While the right equipment at the Recycling Center will make sorting and sending materials to their second life easier, an education overall is crucial to the success of the Recycling Center. Education and outreach to the community will help reduce contamination and even decrease overall municipal solid waste.

To continue to reeducate the residents, we want to focus on collection. We also want to request in this grant 3450 refrigerator magnets for each Montevallo household so that they have a constant reminder of what is and is not accepted at the recycling center. The price for 3450 3.5"x6" magnets is \$1345.5, plus \$0.55 for mailing (\$1897.50), together would be a total of \$3,243. The more we discuss and explain good recycling habits, the behavior becomes common and accepted, creating a social norm: "the most effective way to change behavior" (ADEM/SERDC Study page 63). Quotes for the local print shop and a draft of the graphic are attached.

**List of Attachments in Order:**

1. ADEM/SERDC Study Page 28
2. Shelby County SWMP Page 21
3. ADEM/SEDRC Study Page 58
4. Control Systems Refurbished Baler Quote
5. Bobcat Grapple Bucket Quote
6. B&K Welder Customization for Grapple Bucket Quote
7. Quote from Montevallo's local Type Shop for 3450 3.5x6 refrigerator magnets
8. Graphic of refrigerator magnet

Council Member Herbert made a motion to ratify the submission of the ADEM Grant. Council Member Bunt seconded. ALL AYES . . . MOTION APPROVED.

Harris Local Government Accounting System Contract –

Council Member Peterson made a motion to approve the purchase of the new accounting software from Harris, financing the cost of the software over a 36-month period as proposed. Council Member Herbert seconded. ALL AYES . . . MOTION APPROVED.

Establish Rental Fees for SCP Pavilion – Council Member Nix reported that the Park Board recommended \$25 for 4 hours (half day) and \$50 for all day for city residents. Those living outside the city limits pay \$40 for a half day and \$80 for all day. They also recommended a \$150 security deposit. There was discussion regarding the cleaning refunds. The Mayor said we can make adjustments to the policy in the future as needed.

Council Member Nix made a motion to approve the new park rental rates as described. Council Member Herbert seconded. ALL AYES . . . MOTION APPROVED.

The Mayor and Council also discussed the need for a security camera at the park restrooms. Council Member Nix noted the recent vandalism at the park cost around \$2,000 to repair. Council Member Peterson asked the police to patrol the park more frequently. Council Member Nix urged the public to report anyone they see destroying city property.

**Old Business: NONE**

**Board Appointments: NONE**

**Other Business:**

Land Disturbance Bond:

Council Member Peterson made a motion to approve the Land Disturbance Bond for Bluegrass Apartments. Council Member Herbert seconded. ALL AYES . . . MOTION APPROVED.



# MEMORANDUM

SHELBY COUNTY DEPARTMENT OF DEVELOPMENT SERVICES  
1123 COUNTY SERVICES DRIVE  
PELHAM, ALABAMA 35124  
(205) 620-6650  
FAX (205) 620-6630

**To:** Matthew Burgess, City Engineer, Garver Engineering  
Lisa Terrill, Assistant City Clerk, City of Montevallo

**From:** Kristine Goddard, AICP, Principal Planner

**Subject:** Case SP19-007 Bluegrass Apartments-LDO Permit

**Date:** March 4, 2020

The Department of Development Services has received the performance bond for the Land Disturbance Permit related to SP19-007. The application for the permit was submitted for concurrent review with the Site Plan application and was reviewed and approved by the City Engineer, Planning & Zoning Board and City Council. The site plan has not yet been certified as some minor corrections were required.

Attachments: Application

Grading and Erosion control sheets

## RECOMMENDATION (Check One)

- Approve  
 Approve with Conditions (attach list of conditions)  
 Deny (please note reason)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reviewer's Signature

Digitally Signed 03/09/2020



# PERFORMANCE BOND

Bond No. NFB5422149

KNOW ALL MEN BY THESE PRESENTS:

That Hallmark Mobile Developer, LLC, 539 Primrose Way, Louisville, KY 40206 as Principal, hereinafter called Developer, and, Old Republic Surety Company, a corporation duly organized under the laws of Wisconsin as a Surety, hereinafter called Surety, are held firmly bound unto

*The City of Montevallo*, as Obligee, hereafter called City, in the amount of Sixteen Thousand Six Hundred Fifty and 00/100 Dollars. (\$16,650.00), for the payment whereof Developer and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Developer has by written Development Agreement, entered into with City for agreement

*Land Disturbance Permit in preparation and in accordance with the approved Case No. SP19-007, Project Name: Bluegrass Apartments* in accordance with approved engineer's estimates, which Agreement is by reference made a part hereof, and is hereinafter referred to as the Agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Developer shall promptly and faithfully perform said Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Developer shall be, and declared by City to be in default under the Agreement, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Agreement in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such Bidder and City, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

This bond is irrevocable for two (2) years from the date of issuance, however, it will be automatically renewed without amendment for successive periods of one (1) year each, unless at least ninety (90) days prior to the initial expiration date or any successive expiration date the issuing surety gives the City of Montevallo, Alabama notice by registered letter to the address above that the issuing surety elects not to have this bond renewed for such additional period.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

Signed and Sealed this 25th day of February, 2020

Carris Widman  
(Witness)

Boh A. Seibert  
Boh A. Seibert (Witness)

Hallmark Mobile Developer, LLC  
(Seal) (Principal)

Paul Widman  
(Title) President

Old Republic Surety Company  
By Lydia A. Mantle  
Lydia A. Mantle, Attorney-in-Fact



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

NEVIN BEYER, BETH A. SEIBERT, LYDIA A. MANTLE, AIMEE R. HORVATH, OF HARRISBURG, PA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 30TH day of OCTOBER, 2019.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 30TH day of OCTOBER, 2019, personally came before me, Alan Pavlic and Kevin Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Notary Public  
My commission expires: 9/28/2022

### CERTIFICATE

(Expiration of notary commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

72-6400

Signed and sealed at the City of Brookfield, WI this 25th day of FEB, 2020



Assistant Secretary

KEYSTONE BONDING & SURETY AGY

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APS -

Shane Dunaway explained the process. He said the mural gets to stay. With the other proposal the mural would be covered over. That quote was \$8,600 and would not be a permanent fix. This way we'll have a water barrier on the inside of the building that is chest high. 100% protection.

Council Member Herbert made a motion to approve the contract with APS for \$9,004.50 with the finds coming from the Sanitation Account. Council Member Nix seconded. ALL AYES . . . MOTION APPROVED.

COVID-19 Memo -

In response to the COVID-19 Pandemic, Mayor Cost provided the Council with a copy of the memo she issued to staff:

# Memo-City of Montevallo

**To:** Department and Division Heads  
**From:** Hollie Cost, Mayor  
**cc:** Maggie Benson  
**Date:** March 9, 2020  
**Re:** COVID-19

Based on the widespread nature of COVID-19 and in the interest of protecting city employees from the potential spread of the disease, the following workplace policies are to be enacted immediately.

- Supervisors are to regularly review the CDC website for the most current information available on COVID-19. <https://www.cdc.gov/coronavirus/2019-ncov/summary.html>
- <https://www.cdc.gov/coronavirus/2019-ncov/about/share-facts-h.pdf>
- The following posters are to be placed prominently in offices and public areas:
  - [Don't Spread Germs at Work](#)
  - Stop the spread of germs [English](#) [Spanish](#)
    - Handwashing [English](#) [Spanish](#)
- Employees experiencing symptoms of the flu are to remain at home until they are asymptomatic. Until a state of emergency is declared by the Mayor, employees missing 3 or more consecutive days of work must provide a medical note upon return. At which point a state of emergency is declared, an updated policy will be distributed.
- Employees are to notify supervisors of all travel plans in and out of the country.
- Employees traveling to high-risk areas are to remain at home for a period of 7 days upon return, working from home if possible. If not possible, employees must take additional vacation time.
- Employees testing positive for COVID-19 must notify supervisors immediately and remain home until cleared by a physician to return to work.
- Supervisors must share any knowledge of employees who develop COVID-19 with Human Resources and the Mayor immediately.
- Supervisors are to institute a policy of frequently cleaning shared work surfaces such as phones, computer keyboards, doorknobs, railings and restrooms.
- Supervisors are to immediately begin planning to accept all payments online and offer online services to the greatest extent possible.
- Supervisors are to identify essential personnel that must continue to report to the office even in the condition of a widespread outbreak, providing that list to the Fire Chief, Police Chief, and Mayor.
- Supervisors are to identify work-related opportunities for employees who must work from home in the case of office closures or home confinement after travel. (i.e. monitoring emails, participating in webinars, processing payments, office research, division marketing and promotion, event planning).
- Supervisors are to survey employees to determine their level of access to the internet in order that the city can assist in providing that access if necessary. It is recommended that the following questions be asked:
  - Do you have internet access at home?
  - How reliable is that access?

The Mayor said she met with our Department Heads to discuss this initial plan. If the schools close, the library closes. We will address circumstances as they arise.

Council Member Nix asked for an update on the Mahler House. The City Clerk said he received an email from the architect which include a draft of the bid package. He said we'd touch base this week. The City Clerk said he'd follow -up and report back to the council once he has more details.

### **Citizen Participation:**

Coach Taylor invited the Council, Department Heads and citizens to come talk to his class anytime they'd like. He said his students need to learn from real world leaders.

Steve Schrimsher said he moved to Montevallo shortly before Memorial Day last year. He said he is particularly pleased with the way we celebrate and honor veterans in our city, pointing to our Veterans Banner Program as an example.

Mayor Cost thanked him and invited him to volunteer on committees and get involved in his new community.

Veronica Bailey invited everyone to participate in her church camp fundraiser dinner on March 14<sup>th</sup>.

There being no further business before the Council, Council Member Nix made a motion to adjourn. Council Member Peterson seconded. ALL AYES . . . MEETING ADJOURNED at 6:57 p.m.

Submitted by:

Herman Lehman  
City Clerk