

## MINUTES

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

**February 13, 2017**

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

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

Mayor Cost called the Work Session to order at 5:30 p.m. Mayor Cost informed the council that Chief Littleton has been sick and would not be in attendance to present his report. She also noted that Chief Reid was not at the meeting yet, so she asked Council Member Peterson if he had anything to report.

Council Member Peterson said the Arbor Board meeting was changed to Tuesday night so they could prepare for the upcoming Arbor Day celebration.

Kirk Hamby said he had nothing new to report.

Council Member Nix informed the council that he is still working on obtaining donations of bark and mulch for Arbor Day.

Shane Baugh reported that the Park & Recreation Department is running “wide-open” right now. He said the baseball and softball teams are starting practice. He also noted that the soccer program has more participants than ever and that we’d have even more teams this year if we had additional coaches to lead them.

Mr. Baugh said he met with Eric Womack from Shelby County’s GIS department that day to map the proposed sections of trail to be paved. He said they tried to identify a way to access the trail from Fairview subdivision through the golf course. However, they were unable to identify a suitable access point from Fairview.

Council Member Nix asked if our plan is to actually take the trail through the golf course.

Mr. Baugh explained that we received requests from residents in Fairview that we provide them with access from their neighborhood to the walking trail system. We identified a portion of the cart path that is outside the legal play area which could be used to access the trail. However, we could not find a suitable access point from the neighborhood itself.

Mayor Cost added that we are looking at ways to pave suitable portions of the Park Trail using the funds bequeathed to the city by Ms. Mahler. If we have excess funds remaining, according to Ms. Mahler’s executor, they can be redirected to improving the trail system or other aspects of Shoal Creek Park.

The City Clerk presented the Golf Report:

## Montevallo Golf Club Monthly Report January 2017

	<u>MTD</u>	<u>YTD</u>
<u>Rounds Played</u>	372	2,122
2016	<u>287</u>	<u>1,979</u>
	85	143

New Members

No new memberships.

Tournaments / Events

None

Upcoming Tournaments / Events

Chamber of Commerce – April 27, 2017

Kelsey's Place 2 person scramble - May 6, 2017

Marketing

January 31 issue of Clipper Magazine mailed to 60,000 household in South Shelby County, Hoover and Riverchase. Features 25 coupons for 18 hole round for two for \$36.00 (25 coupons cover the cost of the ½ page ad). Also Thursday special 18 hole round for two for \$30. As of today 13 have been sold.

Began working with iHeartMedia to develop radio advertisement plan. Several different rounds packages offered for auction on Bid On Birmingham the value of which will be credited to our advertising account. Discussed several radio advertising options for the spring / summer season.

Began discussions with MSpark direct mailing on possible direct mailing campaign options.

Allie Williams presented the Library Report:

PARNELL MEMORIAL LIBRARY  
MONTHLY REPORT  
JANUARY 2017

CIRCULATION: 2614 items charged  
(Increased by 120%)

COMPUTER USE: 462 users  
(Decreased by 21%)

STORYTIME/4: 31  
(Decreased by 11%)

MOVIES/5: 171 people attended  
(Increased by 9%)

OTHER KIDS' PROGRAMS/2: 36

ADULT PROGRAMS: 56

WEBSITE VISIST SINCE 1/24/17: 2074

DEPOSITS:

1/13/17	\$318.96
1/27/17	\$382.53
1/31/17	\$67.40
1/31/17	\$81.20
1/31/17	\$1243.71
	\$2093.80

Ms. Williams added that the youth tutoring program has resumed, as well as adult learning and ESL classes.

Council Member Bunt presented the follow reports:

Tom Walker was appointed by United States Senate Majority Leader Mitch McConnell a ten-year term on the United States Semiquincentennial Commission under Public Law 114-196.

**An excerpt from the Daily Digest of the Congressional Record**

The Commission membership will be comprised of:

16 citizens appointed by Congressional leadership

4 United States Senators

4 United States Representatives

9 ex officio non-voting members including the U. S. Attorney General, Secretary of Defense, Secretary of State, Secretary of Education, Secretary of the Interior, the National Archivist, the Librarian of Congress, the Secretary of the Smithsonian Institution, and the Federal Chairman of the Council of Arts and Humanities. (It's nice company, especially since Jeff Sessions is one of the members and strongly advocated my appointment!)

The Commission's role is to promote public commemoration of the 250th birthday of our country on July 4, 2026, with a special emphasis on the Revolutionary period leading to the adoption of the Declaration of Independence. It will make recommendations to the President and Congress on a range of projects to emphasize broadening public knowledge and appreciation of our founding. Understandably the legislation originated from the Pennsylvania Congressional delegation, and emphasizes the role of the thirteen original colonies. But its proposals and commemorations are to be national in scope as well. This 250th commemoration is likely the best opportunity since our Nation's Bicentennial to rekindle American knowledge and appreciation for the foundations of American liberty and constitutional self-government, and remind ourselves of the great blessings bestowed on our Nation.

While this is a high honor personally, I think it also provides some important national external credibility and affirmation of our work at the American Village -- work which you have encouraged and supported in so many ways. It's been 22 years since our chartering by legislative act and 17+ years since our opening! And over 600,000 young people have experienced our powerful programs. I believe this will be an opportunity to introduce new audiences to this work.

-Tom

Tom Walker  
American Village Citizenship Trust

Council Member Bunt also informed the council that American Village's Festival of Tulips grand opening is Saturday, February 25<sup>th</sup>. She also invited everyone to celebrate Washington's birthday at American Village on February 20<sup>th</sup> from 10 AM to 4 PM. In addition, she reminded everyone that the Main Street Players are holding auditions for Death of a Salesman at the library at 7 PM on the 13<sup>th</sup> and 14<sup>th</sup>. The production will be held March 30-April 2. Wednesday at 5:15 at City Hall is the Junior City Council meeting. On Saturday at 10:30 AM there will be a Chess Club meeting at the library for High School students. And, on Tuesday, February 21<sup>st</sup> the Sister City Commission will meet at 6 PM at City Hall. Council Member Bunt also commented that UM's College Night was a huge success and that the Golds won the competition.

Council Member Nix noted that Mary Howard's son wrote the play for the Golds this year.

Steve Gilbert, Direct of the Montevallo Chamber of Commerce, invited everyone to attend the Chamber Luncheon on Wednesday. He said the speaker will be Ricky Littleton and that he will discuss programs that are available to help cover the cost of businesses which hire and train new workers. The new Golden Rule BBQ Express will cater the luncheon. A ribbon cutting at their new store location will be held at 2:00 p.m. that same afternoon.

Mr. Gilbert also reminded everyone of the Chamber Golf Tournament on April 27<sup>th</sup>.

He also informed the council that he talked with our grant writer at Ayers Associates and that he assured him that despite the administration's hold on all EPA programs the grant

program would resume shortly and we should know if we've been selected for a grant by May.

Kevin Senecal reported on behalf of the IDB. He thanked the council for all their support and efforts in helping the IDB identify opportunities to become more involved in economic development in our city.

Janice Seaman reported on behalf of the Historic Commission. She informed the council she was hopeful we could obtain grants to cover the cost of a new historic marker at Red Mahan Park and Shoal Creek in Orr Park.

Council Member Walker noted that our last Finance Committee meeting had to be cancelled due to illness.

Debby Raymond informed the council that she is still working on business license renewals.

Under New Business, Mayor Cost said Mr. Rockco's family was unable to attend the meeting tonight. As a result, the presentation of his proclamation will be held off to a later date.

The Clerk explained the request for \$25,000 from the State Capital Improvement Account to help complete the Stream Enhancement Project at Orr Park. As described in his previous memo:

Council:

The Orr Park creek bank project is moving forward. As you will recall, we received a grant of approximately \$25,000 for erosion control along the creek in Orr Park. Father Nature submitted the winning bid for the project. However, as may also recall, the bid was higher than the funding available to us – about double! We have worked with the folks at Father Nature, along with our project engineer, to cut costs and identify other outside funding sources. The total project cost, including work to both sides of the creek, is approximately \$99,000 (plus \$6,000 for engineering). We have \$25,000 in grant funds. We also have a pledge from MDCD for another \$25,000. In addition, the Water Board has pledged \$15,000 (because the work on the parking lot side of the creek was part of the "Alternative" plan and will help to protect their lines). We hoped that ARGOS would be able to donate the bulk of the expensive rock for the project, but they do not have the type we need. However, Shane Baugh was able to obtain a commitment from Stephens Timber to donate 250 5' posts for our fencing. That left us approximately \$35,000 short of completing the entire project. We identified \$10,000 of work pulling privet which we can accomplish using city personnel and volunteer labor. That still leaves us short around \$25,000.

If we limit the number of access points to the creek and eliminate the planned signage for project, we would have enough to achieve most of our goals. However, this is not optimal – particularly over the long haul – largely because the access points are designed to encourage creek access away from those

areas of the creek bank which we are trying to rebuild and strengthen. As such, it is clearly in our best interest to find a way to fund the additional \$25,000 needed to complete this project as originally designed.

Fortunately, we have \$57,000 in revenue which we budgeted to receive this year in our State Capital Improvement Fund. None of this money has been obligated for any other use. In addition, we currently have over \$122,000 in that bank account. However, \$100,000 has been set aside for the Middle Street Project match. As such, we have more than enough money in reserve to cover that previous obligation. If we use \$25,000 of the \$57,000 we receive this year for the creek project, that would leave us \$154,000 in that account – much more than needed to cover the Middle Street match. Therefore, I would recommend appropriating \$25,000 from the State Capital Improvement Account for this project.

In the meantime, we will continue our efforts to seek donations of fence posts and other materials that could offset the amount of additional cash needed to fully complete the project. If we are successful, the amount needed from our State Capital Improvement Account could be reduced. THANKS!

HERMAN

Council Member Nix asked about the type of signage. It was explained that the signage would be largely informational and in a table-top design.

Mayor Cost noted that we have interns and student volunteers from UM which will be assisting us with this project.

Authorization to spend \$2,600 on Golf Course Irrigation Improvements using Mahler Gift Funds –

The City Clerk explained the request. He reminded the council that the “wish list” approved by the council for the expenditure of funds from Ms. Mahler’s bequest included a total of \$10,000 for irrigation improvements at the Golf Course. This purchase represents the first appropriation of those funds. This is for parts only. The repair work will be performed by city crews.

Recreational Trail Grant Resolution – Commitment to Expend \$25,000 from the Regions Reserve –

The City Clerk explained that this is an acknowledgment of the grant and associated match previously approved by the council. This will allow us to move forward with the project.

**Montevallo City Council Meeting**  
**February 13, 2017**  
**6:00 p.m. at City Hall**

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

**Pledge of Allegiance**

**Meeting Call to Order** - Mayor Cost called the meeting to order at 6:01 p.m.

**Approval and/or corrections of the minutes – 1/23/17** – Council Member Nix made a motion to approve the Minutes from January 23, 2017 as presented. Council Member Peterson seconded. ALL AYES . . . MOTION APPROVED.

**Student Recognitions / Awards:** NONE

**Opportunities for citizens to speak to the Council –**

Thomas Lilly, Jr. thanked the council on behalf of his whole family for their recent thoughts and prayers.

Dr. Earl Cunningham addressed the council and requested once again that they change the rule to allow citizens five minutes to address the council instead of only three. In addition, he made several suggestions for the upcoming 2018 budget, including increasing the amount of financial support the city provides our schools, increasing funding for the Historic Preservation Commission and putting up lights at Christmas.

Mayor Cost explained to Dr. Cunningham that the council more than doubled its contribution to the schools this budget year from \$500 to over \$1,000 for each school. Still, she noted, we wish we had the extra funds to do more. With regard to the lights, she tried to explain to Dr. Cunningham that we did not install the Christmas lights this year due to the construction downtown. Even though the construction project did not begin in earnest until after the New Year, Alabama Power had already been working to disconnect power from the majority of the power poles downtown. As such, there was nothing to plug the lights into on most of the poles. However, she informed Dr. Cunningham that our Main Street Design Committee is working to come up with a new lighting and decorating plan for the city which we will install at the end of the project.

**Committee Reports and Consideration of Bills:**

**Public Health & Safety** (Police, Fire, Code Enforcement, Housing Abatement)–

Chief Reid arrived late and presented the Fire Department Report. He informed the council he was late because he was on a call. In fact, he said they responded to six calls already that

day. He said February has already been a very busy month. He said they responded Saturday night to a house fire in Almont. Rescue 20 us out of service and the body is being repainted in preparation for the new truck. The new rescue truck should be finished and in service within six weeks. The new pumper truck is still on schedule and should be here in the Fall. He said they are waiting on the receipt of their SCBA grant. They should receive their new SCBAs in about 4 weeks.

Council Member Goldsmith noted that the Police Chief had forward us a copy of his report and asked that it be included in the record:

Montevallo Police Department Stats

	January-17	February-17	March-17	April-17	May-17	June-17	July-17	August-17	September-17	October-17	November-17	December-17	Total
Total Cases	123												123
Criminal Cases	50												50
Non-Criminal	11												11
Traffic Accidents	18												18
Traffic Citations	127												127
DUI Arrests	2												2
Public Intox Arr	2												2
Alias Arrests	14												14
Juvenile Arrests	0												0
Misd Arrests	12												12
Felony Arrests	3												3
Drug Related	4												4
Total Arrest	37												37
Auto Thefts	0												0
Burglaries	1												1
Auto Recoveries	0												0
Auto Burglaries	2												2
Criminal Mischief	3												3
DV, Related	15												15
Assaults	3												3
Fraud/Forgery	7												7
Harass / Reck	7												7
Misc. Offenses	8												8
Robberies	1												1
Thefts / Attempts	11												11
Suicide Attempts	1												1
Suicides	0												0
Deaths	2												2

Karen Kikar  
9:30 AM  
2/12/2017

Council Member Nix asked Chief Reid if anyone was injured in the recent house fire. The Chief said no one was injured but the house was a total loss.

**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, Historical Commission) – Discussed earlier.

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

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

Leah Waites updated the council on activities at the Junior City Council. She said they are working on social media and other ways to spread the word about their organization.

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

**Consent Agenda:** NONE

**New Business:**

Proclamation Honoring Billy Rockco – As discussed earlier, Mayor Cost said this item is being postponed to a later date.

Stream Enhancement Project Funding - \$25,000 from State Capital Improvement Account – As also discussed earlier, Mayor Cost stressed that these funds would allow us to complete this project as original designed. Council Member Peterson made a motion to approve the additional funding as requested. Council Member Walker seconded. ALL AYES . . . MOTION APPROVED.

Authorization to spend \$2,600 on Golf Course Irrigation Improvements using Mahler Gift Funds – Discussed earlier. Council Member Bunt made a motion to authorize the irrigation improvements as recommended. Council Member Nix seconded. ALL AYES . . . MOTION APPROVED.

Recreational Trail Grant Resolution – Commitment to Expend \$25,000 from the Regions Reserve –

## Resolution 02132017-202

### Resolution Accepting the Offer of \$100,000 in Financial Assistance from ADECA's Recreational Rails Program (RTP) and Confirming Montevallo's Commitment to Match \$25,000 Toward the Project Cost

Whereas, the City of Montevallo, Alabama has applied for and received a Recreational Trail Program grant administered through ADECA to construct a restroom facility, pavilion and signage system for the trailhead at Shoal Creek Park in Montevallo; and

Whereas, the entire project, including architectural / design fees, is expected to cost approximately \$125,000; and

Whereas, the City has previously and herein reasserts its commitment to match a total of \$25,000 or 20% of the total project; and

Whereas, the remainder of the project cost is being provided through a Recreational Trail Program grant administered through the Alabama Department of Economic and Community Affairs (ADECA);

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

- 1) That the City does hereby accept the offer of financial assistance from the Recreational Trail Program; and
- 2) The City commits to a match of \$25,000 or 20% of the project cost; and
- 3) The Mayor is hereby authorized to execute Agreement No. 16-RT-54-05 between the City of Montevallo and ADECA.

ADOPTED AND APPROVED THIS 13<sup>th</sup> DAY OF FEBRUARY, 2017.



Hollie C. Cost, Mayor

ATTEST:



Herman Lehman, City Clerk & Treasurer

STATE OF ALABAMA )  
MONTGOMERY, ALABAMA)

AGREEMENT NO. **16-RT-54-05**

AGREEMENT

THIS AGREEMENT is effective as of this **4th** day of **November, 2016**, by and between the **City of Montevallo** (herein called "Subrecipient") and the Alabama Department of Economic and Community Affairs (herein called "ADECA" and "Pass-through Entity").

**Subrecipient's Name:** City of Montevallo

**Subrecipient's DUNS Number:** 070509963

**Federal Award Identification Number ("FAIN"):** 20219

**Federal Award Date:** September 27, 2016

**Subaward Period of Performance Start Date and End Date:** November 4, 2016 through  
November 30, 2018

**Amount of Federal Funds Obligated by this Agreement:** \$100,000.00

**Total Amount of Federal Funds Obligated to Subrecipient:** \$100,000.00

**Total Amount of Federal Award:** \$100,000.00

**Total Project:** \$125,000.00

**Subrecipient Amount:** \$25,000.00

**ADECA Percentage:** 80%

**Subrecipient Percentage:** 20%

**Federal Award Project Description:** Construct a mapped trailhead to include a restroom facility, pavilion, and signage system.

**Name of Federal Awarding Agency:** U. S. Department of Transportation, Federal Highway Administration

**Pass-through Entity:** Alabama Department of Economic and Community Affairs  
(ADECA)

**Contact Information for Pass-through Entity's Official:** Jim Byard, Jr., ADECA Director

**Identification of Whether Subaward is Research and Development:** No

**Indirect Cost Rate for Federal Award:** 0%

WITNESSETH THAT:

WHEREAS, ADECA desires to engage the Subrecipient to carry out certain activities or services hereinafter described in connection with an undertaking which is expected to be

financed or partially financed through the Federal Assistance authorized under the State's Recreational Trails Program (RTP).

NOW THEREFORE, the parties hereto do mutually agree as follows:

ADECA hereby agrees to engage the Subrecipient, and the Subrecipient hereby agrees to carry out the activities hereinafter set forth in connection with the State's Recreational Trails Program administered by ADECA, under RTP Project Number **16-RT-54-05** made to the Subrecipient from the federal award (FAIN **20219**) identified herein above.

The Subrecipient, in assisting ADECA during the period of this Agreement and with the Federal Assistance provided for in this Agreement, shall perform all the necessary services stated in this Agreement.

Upon execution of this Agreement, ADECA agrees to provide to the Subrecipient the Federal Assistance under Public Law 105-178, as amended. The funding agency is the U.S. Department of Transportation, Federal Highway Administration. The award of funds is made under the Recreational Trails Program Legislation: 23 USC 206, as amended. Such Federal Assistance is subject to the terms and conditions of this Agreement, all applicable laws, and regulations, and all other requirements of ADECA, the State, or the U.S. Department of Transportation, now or hereafter in effect. This Agreement is effective with respect to such Federal Assistance as of the date specified above, and consists of (1) the Letter of Award and submissions made with respect thereto; (2) the Subrecipient's ADECA-approved Application specified herein, including any assurances, certifications, maps, schedules, and other submissions; (3) the Recreational Trails Program Legislation: 23 USC 206 as amended, and State Policies; (4) the *ADECA Recreational Programs Administrative Manual*; (5) the following General Terms and Conditions; and (6) the provisions included in Attachment A.

#### **A. DEFINITIONS**

Except to the extent modified or supplemented by this Agreement, any term defined in 23 USC 206, as amended, shall have the same meaning when used herein.

1. "Agreement" means this Agreement as described above, and any amendments or supplements hereto.

2. "Applicant" means the entity designated as such in the Letter of Award and herein as the Subrecipient.

3. "Application" means the Subrecipient's Application for Federal Assistance that has been approved by ADECA and designated as such per the Letter of Award.

4. "Certifications" means the certifications submitted with the grant application and the certifications listed in the Letter of Award.

5. "Federal Assistance" means the Federal assistance, grant(s), funds, and any loan(s) secured by loan guarantee(s), provided by ADECA to the Subrecipient under this Agreement.

6. "Federal Award" means the Federal grant awarded from the Federal awarding agency to the State of Alabama and administered by ADECA as the State Administering Agency, and which is identified by its "Federal Award Identification Number" (FAIN). Herein this Agreement, the Federal Award is FAIN **20219**.

7. "Schedule" means ADECA's Local Recreation Programs Implementation Schedule form that is completed and signed by the Subrecipient's authorizing official and submitted to ADECA as part of the Subrecipient's Second-Level Grant Application, and that sets forth the proposed start dates and completion dates for the work activities and administrative services described on that form. The Local Recreation Programs Implementation Schedule may be amended from time to time throughout the period of this Agreement, as requested by the Subrecipient and as approved by ADECA.

8. "Program" means the Recreational Trails Program, project, or other activities, including the administration thereof, with respect to which Federal Assistance is being provided under this Agreement.

9. "State" means the State of Alabama.

10. "Subrecipient" means the entity signing this Agreement who is the Applicant or entity designated as a recipient for grant or loan assistance in the Letter of Award.

11. "Second-tier subrecipient" means each entity with which the Subrecipient contracts for work to be performed or services to be provided as set out in the scope of services.

## **B. SCOPE OF SERVICES**

1. The Subrecipient agrees to do, perform, and carry out in an expedient, satisfactory, and proper manner, as determined by ADECA, the work activities and administrative services described in the Subrecipient's ADECA-approved Application submitted for Federal Assistance under this RTP project and the terms of this Agreement. The Subrecipient further agrees that all activities carried out under the terms of this Agreement shall satisfy all requirements of ADECA, and shall be as described in the Subrecipient's ADECA-approved Application unless otherwise expressly directed by ADECA.

2. The Subrecipient agrees to permit and to facilitate reviews by ADECA of the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement at Montgomery or at other places as ADECA may determine.

3. The Subrecipient shall submit to ADECA progress reports describing the progress of the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement when requested by ADECA.

4. The Subrecipient agrees to accept responsibility for ensuring compliance by second-tier subrecipient entities to which it makes funding assistance hereunder available.

### **C. CHANGES**

1. ADECA or the Subrecipient may, from time to time, request changes in the scope of services to be performed by the Subrecipient under this Agreement. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between ADECA and the Subrecipient, shall follow ADECA's governing policy and be incorporated in written amendments to this Agreement.

2. Notwithstanding the terms stated in Section C.1. herein this Agreement, ADECA may, from time to time, approve a revision to the Subrecipient's budget document and/or scope for the RTP project under this Agreement without a formal written amendment to this Agreement. However, for such revision to be valid, it shall be approved by ADECA. In no case shall the revision change the total amount of compensation identified under the terms stated in Section F. herein this Agreement without a formal amendment to this Agreement.

### **D. PERSONNEL**

1. It shall be the responsibility of the Subrecipient, when necessary, to hire personnel or to contract or subcontract for the work to be performed as set out in the Scope of Services, to include the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement. All persons so hired or under contract or subcontract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

2. The Subrecipient shall provide to ADECA a sampling of all contracts and subcontracts for said work or services as and when requested by ADECA.

### **E. TIME OF PERFORMANCE**

The Subrecipient shall commence performance of this Agreement on **November 4, 2016**. The full Grant amount shall be expended by **November 30, 2018**.

1. ADECA retains the right to rescind all or any part of the Federal Assistance committed by this Agreement and the Letter of Award. Such right may be exercised if action or the lack of action by or on behalf of the Subrecipient indicates to ADECA that the work activities and administrative services described in the Subrecipient's ADECA-approved

Application, and/or the terms of this Agreement, are not adhered to or are not progressing according to the Schedule and/or this Agreement.

2. The Subrecipient, by execution of this Agreement, certifies that the Subrecipient will implement the work activities and administrative services described in the Subrecipient's ADECA-approved Application and the terms of this Agreement substantially in compliance with the Schedule and/or this Agreement, and that failure to do so may affect the Subrecipient's continued capacity to participate in ADECA's future Federal Assistance and other funding decisions.

#### **F. METHOD OF PAYMENT**

1. ADECA and the Subrecipient have agreed upon a total payment of RTP funds not to exceed **\$100,000.00**.

2. The Subrecipient will be paid on an advance payment basis provided that it maintains a cash management plan, maintains or demonstrates the willingness and ability to maintain both written procedures to minimize the transfer of funds and their disbursement by the Subrecipient and financial management systems that meet the standards for fund control and accountability in accordance with 2 CFR §200.305. If the advance requested exceeds thirty (30) days, the Subrecipient must provide a written explanation with the invoice requesting advance funds and is subject to approval by ADECA. Source documentation and a follow-up invoice must be submitted to account for the actual expenditures made against advances.

3. The Subrecipient will be paid on a reimbursement basis when the above requirements for advances cannot be met, the federal awarding agency has specific conditions per 2 CFR §200.305, or the Subrecipient requests, in writing, payment by reimbursement.

4. The Subrecipient agrees to match the expenditures incurred in the execution of activities stated herein with matching cash or "in-kind" services as shown in the approved (original or revised) RTP Project Cost Estimate. Payment of funds are subject to and dependent upon the availability of Federal funds awarded to ADECA for the program purposes herein stated.

5. This Agreement, authorized by the State of Alabama on **November 4, 2016**, under the Letter of Award of State RTP funds for RTP Project Number **16-RT-54-05** is hereby accepted by the Subrecipient.

6. The Subrecipient agrees to comply with, and to accept responsibility for compliance by any public or private entity carrying out RTP grant activity on behalf of the Subrecipient in accordance with, the terms and conditions of this Agreement, applicable laws, applicable regulations, and all requirements of ADECA, the State, or the U.S. Department of Transportation, now or hereafter in effect, pertaining to the Federal Assistance provided.

7. The Subrecipient must invoice no less than quarterly but may invoice as often as once a month. All invoices must be cleared within sixty (60) days of the close of the Agreement and appropriate back-up data must be furnished with each invoice as detailed in the *ADECA Recreational Programs Administrative Manual* and which is hereby made a part of this Agreement.

8. In addition to the above clauses, the Subrecipient and its Contractors, Subcontractors and Vendors shall agree with, and shall adhere to, the terms stated in Section K herein this Agreement and Attachment A to this Agreement.

#### **G. CLOSEOUT PROCEDURES**

Within 60 days of the project completion date (when all work on a project is completed, or the date the project expires, whichever comes first), the Subrecipient shall follow the ADECA Community and Economic Development Division's established RTP closeout procedures when closing the RTP project under this Agreement. The Subrecipient may access ADECA's RTP closeout documents from the ADECA Community and Economic Development Division's RTP staff and on the ADECA website at [www.adeca.alabama.gov](http://www.adeca.alabama.gov).

#### **H. RECORD RETENTION**

1. Financial records, supporting documents, statistical records, and all other non-Federal entity (to include ADECA, the Subrecipient, Contractors, Subcontractors and Vendors) records pertinent to a Federal award (to include the RTP project under this Agreement) must be retained for a period of at least three years from the date of ADECA's submission of the final expenditure report on this Federal Award to the U.S. Department of Transportation, or for Federal awards that are renewed quarterly or annually, from the date of ADECA's submission of the quarterly or annual financial report, respectively, as reported to the U.S. Department of Transportation (as the Federal awarding agency) or pass-through entity (the State, and ADECA) in the case of the Subrecipient.

2. Because Federal agencies (to include the U.S. Department of Transportation) may have different record retention requirements, each of ADECA's Divisions will have its own record retention requirements so as to comply with the appropriate Federal record retention requirements. For the ADECA Community and Economic Development Division's Recreational Trails Program record retention requirements applicable to this Federal Award and the RTP project under this Agreement, the following record retention requirements are applicable:

The Subrecipient is required to keep all financial records, supporting documents, statistical records, and all other records pertinent to this award in accordance with 2 CFR Part 200 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved. The retention period begins from the date of the final expenditure report for the project.

3. When applicable, the Subrecipient, Contractors, Subcontractors and Vendors shall comply with the Alabama Competitive Bid Law (codified at §41-16-54, *Code of Alabama 1975*), which requires that all original bids, together with all documents pertaining to the award of a contract, shall be retained in accordance with a record retention period of at least seven years.

**I. INCORPORATION OF SUBMISSIONS MADE UNDER THE LETTER OF AWARD**

The submissions made pursuant to the Letter of Award are incorporated into this Agreement by reference to said Letter. The Subrecipient, by execution of this Agreement, further certifies that:

1. The Subrecipient has complied with all applicable requirements of 23 CFR 771.105, and the Subrecipient's applicable environmental review forms will be submitted for approval by ADECA.

2. The Subrecipient has complied with Section 106 of the National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101) and Executive Order 11592.

3. Where applicable, the Subrecipient has consulted with other State agencies, as appropriate, and has obtained applicable permits and/or has satisfied other conditions imposed from those State agencies which have authority to review RTP project applications, and/or issue permits, and/or retain other responsibilities in regard to local or State projects.

**J. OFFICE OF MANAGEMENT AND BUDGET (OMB) UNIFORM GUIDANCE FOR FEDERAL AWARDS**

For any and all contracts or grants made by a non-Federal entity under a Federal award, the non-Federal entity must comply with 2 CFR Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which includes but is not limited to, Subpart B (2 CFR 200.100), General Provisions; Subpart C (2 CFR 200.200), Pre-Federal Awards Requirements and Contents of Federal Awards; Subpart D (2 CFR 200.300), Post Federal Award Regulations; Subpart E (2 CFR 200.400), Cost Principles; Subpart F (2 CFR 200.500), Audit Requirements; and all accompanying Appendices.

For any and all contracts made by a non-Federal entity under a Federal award, 2 CFR 200.326 requires provisions covering the following (as found in Appendix II to Part 200) be included and adhered to as applicable and unless specifically excluded by other Federal regulations:

**1. TERMINATION OF AGREEMENT**

(a) A clause addressing a termination for cause and convenience must be

included in all contracts in excess of \$10,000. The following provisions apply to termination under this grant agreement, whether termination by ADECA or by the Subrecipient. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

(1) **Termination for Convenience.** This Agreement may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If ADECA determines that continuation of the work will serve no useful public purpose, then this Agreement may be terminated by ADECA, and the Subrecipient shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.

(2) **Termination for Cause.** If, through any cause, the Subrecipient shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, and such failure or violation is not corrected within fifteen (15) days after such notice is given by ADECA to the Subrecipient, then ADECA shall thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the Subrecipient of such termination or suspension and specifying the effective date thereof.

(b) In the event of termination, either for convenience or for cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Subrecipient under this Agreement shall, at the option of ADECA, and if in accordance with applicable State and Federal regulations, become the property of ADECA. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

(c) Notwithstanding the above, the Subrecipient shall not be relieved of liability to ADECA for damages sustained by ADECA by virtue of any breach of the Agreement by the Subrecipient, and ADECA may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due ADECA from the Subrecipient is determined.

## 2. HEARING ON APPEAL

(a) The Subrecipient shall have the right to appeal any determination to terminate made by ADECA; however, if the Subrecipient has failed to submit its appeal, in writing, within ten (10) calendar days from written notice of the termination, and/or has failed to request and receive approval from ADECA for extension of such, then the Subrecipient shall have no further right of appeal.

(b) A hearing shall be conducted at ADECA's offices in Montgomery,

Alabama, or any other appropriate location at ADECA's discretion, with a written notification of the time, place, and subject matter provided by ADECA to the Subrecipient.

### 3. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with 41 CFR 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any federally assisted construction contract as defined by 41 CFR 60-1.3, the contractor, during the performance of this Agreement, hereby agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Subrecipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order.

In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

**4. COPELAND "ANTI-KICKBACK" ACT**

For all prime construction contracts in excess of \$2,000, the Subrecipient or Contractor shall comply with the Copeland "Anti-kickback" Act, 40 U.S.C. 3145, as supplemented by U.S. Department of Labor regulations (29 CFR Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of the Copeland "Anti-Kickback" Act, ADECA shall report such violation to the Federal awarding agency [U.S. Department of Transportation].

**5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

In the event this contract or grant award is for an amount in excess of \$100,000 and involves the employment of mechanics and laborers, the Subrecipient or Contractor shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708, specifically 40 U.S.C. 3702 and 3704, as supplemented by U.S. Department of Labor regulations (29 CFR Part 5). Said Act includes provisions which provide that a contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

**6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and ADECA or the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that "funding agreement," ADECA or the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal awarding agency [U.S. Department of Transportation].

**7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

In the event this contract or grant award is for an amount in excess of \$150,000, the Subrecipient or Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387. ADECA shall report any suspected or reported violation to the Federal awarding agency [U.S. Department of Transportation] and to the Environmental Protection Agency.

**8. ENERGY CONSERVATION**

The Subrecipient or Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 *et seq.*

**9. DEBARMENT AND SUSPENSION**

(a) The Subrecipient is prohibited from using any contractor or subcontractor or vendor that has been debarred, suspended, or otherwise excluded from participation in federal assistance programs (Executive Orders 12549 and 12689).

(b) The Subrecipient shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (see 2 CFR Part 180.300). The Excluded Parties List System is available for access from the System of Award Management website at <https://www.SAM.gov>.

(c) The Subrecipient certifies, by entering into this Agreement, that neither it nor its principals, nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement or any contract or subcontract hereto related, by any federal agency or by ADECA and/or any department, agency, or political subdivision of the State. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.

(d) The Subrecipient certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Agreement, and that it shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Subrecipient shall immediately notify ADECA if any subcontractor becomes debarred or suspended, and shall, at ADECA's request, take

all steps required by ADECA to terminate its contractual relationship with that subcontractor for work to be performed under this Agreement.

#### **10. BYRD ANTI-LOBBYING ACT**

In the event this contract or grant award is for an amount equal to, or in excess of, \$100,000, the Subrecipient or Contractor shall comply with the Byrd Anti-Lobbying Act, 31 U.S.C. 1352, and shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award (ADECA).

The Subrecipient will require that the language of the paragraph above be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

#### **11. PROCUREMENT OF RECOVERED MATERIALS**

2 CFR 200.322 provides that a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.

#### **K. OTHER APPLICABLE FEDERAL AND STATE LAWS**

In addition to the above Sections, the Subrecipient agrees that the Subrecipient and its Contractors, Subcontractors and Vendors shall agree with, and shall adhere to, the following:

##### **1. TOBACCO SMOKE**

Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. 6083) prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by

federal programs either directly or through State or local governments by federal grant, contract, loan, or loan guarantee.

## **2. DRUG-FREE WORKPLACE REQUIREMENTS**

In accordance with the provisions of Title V, Subtitle D of Public Law 100-690 or Public Law 111-350 (41 U.S.C. 8101 *et seq.*), the "Drug-Free Workplace Act of 1988," all grantees (to include ADECA, the Subrecipient, Contractors, Subcontractors and Vendors) must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.

## **3. TRANSPARENCY ACT**

Awards under Federal programs are included under the provisions of Public Law 109-282, the "Federal Funds Accountability and Transparency Act of 2006" ("FFATA"). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. Therefore, the Subrecipient, Contractors, Subcontractors and Vendors who meet this threshold will be required to furnish this information to the ADECA Community and Economic Development Division which is funding the Subrecipient through this Agreement. Specific reporting processes will be provided by the applicable ADECA Division to the Subrecipient. Active enrollment in the System for Award Management is a condition of payment under Section F herein this Agreement.

## **4. POLITICAL ACTIVITY**

The Subrecipient shall comply with the Hatch Act (5 U.S.C. 1501, *et seq.*) regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or ADECA under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

## **5. HUMAN TRAFFICKING PROVISIONS**

The award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. 7104).

**6. PURCHASES OF AMERICAN-MADE EQUIPMENT AND PRODUCTS**

As stated in Section 507 of Public Law 103-333, it is the sense of Congress that to the extent practicable, all equipment and product purchases with funds from this Agreement should be American made.

**7. MANDATORY DISCLOSURES**

Pursuant to 2 CFR 200.113, the Subrecipient must disclose, in a timely manner, in writing to ADECA, all violations of Federal criminal law involving fraud, bribery, or gratuity violations.

**8. NOT TO CONSTITUTE A DEBT OF THE STATE**

It is agreed that the terms, conditions, and commitments contained herein this Agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

**9. CONFLICTING PROVISION**

If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in this Agreement shall be deemed null and void.

**10. IMMUNITY AND DISPUTE RESOLUTION**

(a) The parties to this Agreement recognize and acknowledge that ADECA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14, Constitution of Alabama 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity. The Subrecipient's sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama pursuant to §41-9-60 *et seq*, *Code of Alabama 1975*.

(b) For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation.

**11. DISCLAIMER**

(a) ADECA specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from ADECA whether by this Agreement, a contract, a grant, a loan, or by any other means.

(b) No Subrecipient, Contractor, or agency performing services under any agreement, contract, grant, or any other understanding, oral or written, other than an actual employee of ADECA, shall be considered an agent or employee of the State of Alabama or ADECA or any Division thereof. The State of Alabama, ADECA, and their agents and employees assume no liability to any Subrecipient, Contractor or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Subrecipient, Contractor or agency, or any other person.

**12. ACCESS TO RECORDS**

The ADECA Director, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives, shall have the right of access to any pertinent books, documents, papers, and records of the Subrecipient for the purpose of making audits, financial reviews, examinations, excerpts and transcripts. This right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required record retention period, but shall last as long as the applicable records are retained.

**13. ASSIGNABILITY**

The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of ADECA thereto. Provided, however, that claims for money due, or to become due to the Subrecipient from ADECA under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to ADECA.

**14. CONTINGENCY CLAUSE**

(a) It is expressly understood and mutually agreed that any ADECA commitment of funds herein shall be contingent upon receipt and availability by ADECA of funds under the Recreational Trails Program for which this Agreement is made. If this Agreement involves Federal funds, the amount of this Agreement will be adjusted by the amount of any federal recessions and/or deferrals.

(b) Payments made by ADECA under the terms of this Agreement shall not constitute final approval of documents submitted by the Subrecipient or of procedures used in formulating requests for payment to the Subrecipient.

## 15. CONFLICT OF INTEREST

(a) A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for award: (i) the individual, (ii) any member of the individual's immediate family, (iii) the individual's partner, or (iv) an organization which employs or is about to employ any of the above.

(b) The Subrecipient certifies by signing this Agreement that no person under the Subrecipient's employ or control who presently performs functions, duties, or responsibilities in connection with ADECA of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this Agreement, nor will the Subrecipient hire any person having such conflicting interest.

(c) The Subrecipient certifies that it will maintain a written code of standards governing the performance of persons engaged in the award and administration of contracts and subgrants.

## 16. INDIRECT COST

In accordance with 2 CFR 200.331(a)(1)(xiii) and (a)(4), and 2 CFR 200.414, subrecipients of federal awards may charge indirect costs to the award unless statutorily prohibited by the federal program and in accordance with any applicable administrative caps on federal funding. ADECA will not negotiate indirect cost rates with subrecipients, but will accept a federally negotiated indirect cost rate or the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR 200.68. If requesting the 10% de minimis rate, subrecipients must submit a certification that the entity has never received a federally approved indirect cost rate. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the federal award. Once chosen, the method must be used consistently for all federal awards until such time as a negotiated rate is approved by the subrecipients' federal cognizant agency.

## 17. AUDIT REQUIREMENTS

(a) All Subrecipients of federal funds must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements. Additionally, if any Subrecipient receives more than \$500,000, collectively, in State General Fund appropriations in their fiscal year, from ADECA, they must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the AICPA.

(b) Nothing contained in this Agreement shall be construed to mean that ADECA cannot utilize its auditors regarding limited scope audits of various ADECA

funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed the audit coverage limits as stated in the said Uniform Administrative Requirements.

(c) Copies of all required audits must be submitted to:

Alabama Department of Economic and Community Affairs (ADECA)  
ATTENTION: Chief Audit Executive  
401 Adams Avenue  
P.O. Box 5690  
Montgomery, Alabama 36103-5690

And an additional copy to:  
Alabama Department of Examiners of Public Accounts  
ATTENTION: Audit Report Repository  
P. O. Box 302251  
Montgomery, Alabama 36130-2251.

(d) All entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 CFR Part 200, Subpart F §200.512.

**18. AUDIT EXCEPTIONS / UNRESOLVED QUESTIONED COSTS /  
OUTSTANDING DEBTS**

The Subrecipient certifies by signing this Agreement that it does not have any unresolved audit exceptions, unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any Division of ADECA or to the Federal government under any program where it has not arranged a repayment plan.

**19. SUSPENSION OF PAYMENTS**

(a) Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any Division of ADECA, or in the event there is an amount owing to any Division of ADECA, or an amount owing to the Federal government under any program administered by any Division of ADECA that is not received in a reasonable and timely manner.

(b) Should the Subrecipient incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any Division of ADECA, then ADECA shall not enter into any other contract, agreement, grant, etc., with the Subrecipient until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

(c) ADECA shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, or government under any program administered by any Division of ADECA that has not arranged a repayment schedule.

## 20. DISCLOSURE STATEMENT

Unless otherwise exempt under §41-16-82, *Code of Alabama 1975*, a disclosure statement must be submitted to ADECA for any and all proposals, bids, contracts or grant proposals in excess of \$5,000.00.

## 21. COMPLIANCE WITH OTHER APPLICABLE FEDERAL, STATE, AND LOCAL LAWS

(a) In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State, and local governments, including, but not limited to, the Alabama Competitive Bid Law (§41-16-1 *et seq*, *Code of Alabama 1975*), the Alabama Public Works Law (§39-1-1 *et seq*, *Code of Alabama 1975*), any State permitting requirements, the Alabama Open Meetings Act (§36-25a-1 *et seq*, *Code of Alabama 1975*), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§31-13-1, *et seq*, *Code of Alabama 1975*).

(b) For all contracts governed by the Alabama Public Works Law (§ 39-1-1 *et seq*, *Code of Alabama 1975*) or the Alabama Competitive Bid Law (§ 41-16-1 *et seq*, *Code of Alabama 1975*), the following shall apply: In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

(c) By signing this Agreement, the parties affirm that for the duration of this Agreement they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

(d) It is the purpose of ADECA to provide to the Subrecipient this Federal Assistance allocated under the Recreational Trails Program in order that the Subrecipient can provide certain work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement.

(e) It shall be the responsibility of the Subrecipient to carry out the performance of the said work activities and administrative services and the terms of this Agreement in a satisfactory and proper manner in accordance with all Federal, State, and local laws.

(f) It shall be the responsibility of the Subrecipient to see that all contracts or subcontracts for the said work activities and administrative services and the terms of this Agreement are executed and performed in accordance with all applicable Federal, State and local laws.

(g) The Subrecipient agrees that ADECA shall not be liable for the failure on the part of the Subrecipient and/or any Contractor, Subcontractor or Vendor, to perform the said work activities and administrative services and the terms of this Agreement in accordance with all applicable laws and regulations.

(h) The Subrecipient agrees that work on the project will begin within 180 days following the receipt of notification that funds have been approved. The Subrecipient must provide a written request for an extension for the 180 day period within the first 120 days following the notification that funds have been approved.

(i) The Subrecipient agrees that contracts for construction shall comply with the provisions of Title 39 Code of Alabama, Public Works Law.

(j) The Subrecipient agrees that it possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the Application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the chief elected official/executive director/president to act in connection with the Application and to provide such additional information as may be required.

(k) The Subrecipient agrees that property acquired with RTP funds will remain open to the public for trail use in perpetuity. Should the property cease to be open to the public for trail use, the Subrecipient must repay the RTP eighty percent (80%) of the fair market value of the property at the time of the change in use.

(l) The Subrecipient agrees that development projects located on an easement, on leased land, or on applicant owned property will remain open to the public for trail use for a minimum of twenty-five (25) years unless otherwise stated in the ADECA-approved Application.

(m) The Subrecipient agrees to comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under this Agreement.

(n) The Subrecipient agrees that Form FHWA-1273, "Required Contract Provisions, Federal-aid Construction Contracts (Attachment A), will be physically incorporated (not referenced) in all contracts, subcontracts, and lower-tier

subcontracts (excluding purchase orders, rental agreements, and other agreements for supplies or services related to a construction contract).

(o) The Subrecipient agrees that facilities will be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and the U.S. Department of Transportation Section 504 Regulations (49 CFR Part 27).

(p) The Subrecipient will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specification; that it will furnish progress reports and such other information as ADECA may require.

(q) The Subrecipient agrees to comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution; and Executive Order 11990 relating to the protection of wetlands.

(r) The Subrecipient agrees to comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

(s) The Subrecipient agrees to comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625, 12138, and 12432 as follows:

(1) Place qualified small and minority businesses and women's business enterprises on solicitation lists.

(2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

(3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority owned businesses, and women's business enterprises.

(4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority owned business, and women's business enterprises.

(5) Notify ADECA's Office of Minority Business Enterprise of all procurement opportunities to include the purchase of supplies, equipment, construction, and/or services.

(6) Require prime contractors, if subcontracts are to be let, to take the affirmative steps listed in (1) through (5).

(t) Property Standards. The Subrecipient shall comply with Property Acquisition and Management Standards of 2 CFR Part 200.

(u) The Subrecipient agrees to comply with the following applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance, and use of Federal funds for this federally funded project, including:

(1) 49 CFR Part 20, New Restrictions on Lobbying.

(2) FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions.

(3) 2 CFR Part 25, System for Award Management ([www.SAM.gov](http://www.SAM.gov)) and Data Universal Numbering System (DUNS).

(v) The Subrecipient agrees to comply with all applicable standards, orders, or requirements issued under the Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

## 28. CIVIL RIGHTS ASSURANCE

(a) The Subrecipient certifies that, as a condition to receiving any Federal assistance from the Department of the Transportation, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: Title VI of the Civil Rights Act of 1964 (49 CFR 21), which prohibits discrimination on the basis of race, color, or national origin; Section 504 of the Rehabilitation Act of 1973, as amended (49 CFR 27), which prohibits discrimination on the basis of handicap; the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age; Age Discrimination in Employment Act of 1967 (29 U.S.C. 621 et seq.); ADA Title II at 28 CFR 35; ADA Accessibility Guidelines at 28 CFR 36; Limited English Proficiency (E.O. 13166) at 28 CFR 42.104(b)(2); ADA Amendments Act of 2008 (Public Law 110-325, 42 U.S.C. 12101); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681); and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE SUBRECIPIENT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

(b) THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

(c) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subrecipient by ADECA, this assurance shall obligate the Subrecipient, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Subrecipient for the period during which the Federal financial assistance is extended to it by ADECA.

(d) THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Subrecipient by ADECA, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

(e) The Subrecipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subrecipient, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Subrecipient.

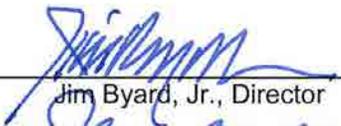
IN WITNESS WHEREOF, ADECA and the Subrecipient have executed this Agreement as evidenced by their signatures below:

ADECA

SUBRECIPIENT

Alabama Department of Economic  
and Community Affairs

City of Montevallo

  
Jim Byard, Jr., Director

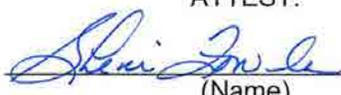
Authorized Official

June 30, 2017  
(Date)

(Date)

ATTEST:

ATTEST:

  
(Name)

(Name)

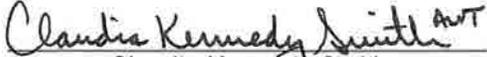
Administrative Assistant  
(Title)

(Title)

1/30/17  
(Date)

(Date)

This contract/grant has been reviewed for content, legal form, and complies with all applicable laws, rules and regulations of the State of Alabama governing these matters.

  
Claudia Kennedy Smith  
General Counsel for ADECA

Mayor Cost noted the previous council authorized us to apply for this grant and provided for the expenditure of the matching funds.

Council Member Walker made a motion to authorize the mayor to enter into this agreement with the matching funds to be paid as recommended. Council Member Peterson seconded. ALL AYES . . . MOTION APPROVED.

SCP Grant Design RFQ Selection – The City Clerk explained the need for the RFQ and the review process:

You will note from the attached tally sheets that the “winning” RFQ for the Shoal Creek Park trailhead pavilion design project was from Turner-Batson. Mayor Cost, Dee Woodham and I scored the presentations. Per State Law, the RFQs were solely based on experience, examples of previous work, etc. – not price! What they charge is set by law as a percentage of the project cost. Therefore, our recommendation is to go with Turner-Batson. However, the ultimate decision rests with the council.

Council Member Nix expressed the importance of this project being accomplished within the \$125,000 total project cost allotted.

Council Member Peterson said he is familiar with the quality of work performed by Turner Batson and felt they would be an excellent choice.

Council Member Bunt asked about the project timeline. Mayor Cost pointed out that is set by the grant guidelines.

Council Member Walker made a motion to award the project design to Turner Batson. Council Member Bunt seconded. ALL AYES . . . MOTION APPROVED.

Declaration of President’s Day as an Annual City Holiday – Mayor Cost explained the reasoning behind her recommendation that the city add President’s Day as one of its annual holidays. She pointed out that schools are off that day, as well as other government offices. She said working that day is difficult for our employees with school aged children. She also thought it was an appropriate move since we were not able to give a COLA this year and our pay rates are still lagging so far behind our closest competitors..

Council Member Nix said he realized that other organizations take off that day but felt our offices needed to remain open in order to better serve our constituents. He pointed out we already offer 11 paid holidays during the year.

Allie Williams noted that activity at the library is minimal on President’s Day because the schools are closed. She also said it is a challenge for her employees to find childcare on that day.

Council Member Walker asked about the salary comparison between our city and others in our market. The City Clerk explained, as has been discussed before, that our pay rates lag behind UM, the Water Board and the vast majority of our competing cities. In addition, most of those organizations offer a step raise system whereby employees start at one level and have a sense of where they will end up after so many years of service – we do not. We did at one time, but we have not in many years. He pointed out, again s has been discussed before, that this makes it difficult for us to hire and keep qualified personnel – particularly in our Police Department.

Council Member Bunt made a motion to include President’s Day as one of the city’s annual holidays. Council Member Goldsmith seconded. Council Member Nix voted NAY. ALL OTHERS VOTED AYE . . . MOTION APPROVED.

**Old Business:**

Sexual Violence Proclamation – As discussed earlier, Mayor Cost said this item, would be postponed to a later date.

ALAGASCO – The City Clerk explained the status of the agreement with ALAGASCO. As detailed for them in a previous memorandum:

Council: The email below is from Mr. Smiley with ALAGASCO. He details the amount of money a 4% franchise fee would cost our local businesses. As you recall, Mr. Senecal at Woodgrain, who is also chairman of our IDB, expressed his opinion at the last meeting that an increase to 4% would not be detrimental to his business.

I’ve attached a copy of our current businesses license fee schedule. As you can see, Public Utilities pay a 3% Franchise Fee (this includes Alabama Power) (p.28); the Gas Company (ALAGASCO) pays 3% license fee plus a 1% Franchise Fee (p. 24); Cable companies (Including UVERSE) pay a 5% fee (p. 19).

Also attached is a copy of a letter ALAGASCO sent the Alabama Public Service Commission last November. Interestingly, even though the City Council voted to increase the Franchise Fee to 4%, the letter indicates our fee is still at 1%. Curious! Equally curious is the fact that I received an email from the City Clerk of Priceville, AL and she told me their fee is 4%. Notice that Priceville is not included on their list – neither is Decatur, Birmingham, Bessemer . . .

As you will recall, Bill Justice previously sent us the following:

Herman: Ala. Constitution Sec. 228 limits franchises in a city of more than 6000 population to a maximum term of 30 years. So, yes you can enter into a 30-year agreement, but you don't have to agree for it to be that long. I made a quick survey of Shelby County cities on MuniCode and none of them have gas franchise ordinances in their codes. There are cable tv franchises or telecommunication franchises - Alabaster charges 5% and Pelham charges 1 1/2%. This franchise fee is in addition to sales tax. I have not looked at any out-of-county

cities to see if their franchise ordinances are in their codes (please let me know if you want me to look further). The language of this franchise ordinance is acceptable, with no objectionable provisions.

Bill Justice  
ELLIS, HEAD, OWENS & JUSTICE  
P.O. Box 587  
Columbiana, AL 35051  
(205)669-6783  
fax (205)669-6726

The State Code Section is as follows:

**Section 11-51-129**

**Street railroads, electric, gas, and waterworks companies, etc.**

The maximum amount of privilege or license tax which the several municipalities within the state may annually assess and collect of persons operating electric or hydroelectric street railroads, electric light and power companies, gas companies, waterworks companies, pipe line companies for transporting or carrying gas, oil, gasoline, water or other commodities, gas distributing companies, whether by means of pipe lines or by tanks, drums, tubes, cylinders, or otherwise, heating companies or other public utilities, incorporated under the laws of this state or any other state or whether incorporated at all or not, except telephone and telegraph companies, railroad and sleeping car companies and express companies which are otherwise licensed shall not exceed three percent of the gross receipts of the business done by the utility in the municipality during the preceding year; and, for the first year's business when an existing utility is taken over, the amount of the license shall be computed on the basis of the gross receipts of the prior operators plus the gross receipts of the new owners; provided, that this section shall not affect any existing contract between any municipality and any public utility operating therein, except those provisions of contracts which relate to the amount or basis of the license tax imposed by such municipality on such utility.

*(Code 1923, §2162; Acts 1935, No. 194, p. 256; Code 1940, T. 37, §745; Acts 1947, No. 355, p. 238, §3; Acts 1949, No. 613, p. 945.)*

Setting the amount of the Franchise Fee and the term of the agreement is up to the Council. The previous council approved a 4% fee and a 10 year term. You can let that stand (no action needed) or change it. It is up to you all. ALAGASCIO is clearly pushing us hard to keep it the way it was.

Please let me know if you need any additional information.

HERMAN

Council Member Walker expressed his feeling that the 4% rate may be too much of an increase and be a burden on some businesses. He said he thinks an increase to 1.5% or 2% would be more justified. He also said he though 30 years was too long to keep the rate locked in and suggested 10 or 15 years may be more reasonable.

Council Member Nix said he though 15 years would be okay.

Council Member Peterson suggested that a 10 year term at 2% would be acceptable to him.

Council Member Walker noted that after 30 years at 1%, it was reasonable to expect an increase of some sort to cover increased costs and changes in the marketplace. After completion of the reading of said Ordinance 02132017-302 which amends Ordinance 09122016-300 (Granting a Franchise to Alabama Gas Corporation) and changes the Franchise Fee from 4% to 2%, but maintains the same 10 year term of agreement, Council member Walker then moved that the said Ordinance be adopted. This motion was duly seconded by Council member Nix and upon a call of the roll by the Clerk, upon the motion to adopt the said Ordinance, the following voted Aye: Mayor Cost, Council Member Nix, Council Member Walker, Council Member Peterson, Council Member Goldsmith and Council Member Bunt. Nay: NONE. Whereupon, the result of the vote was announced and the Mayor declared the said Ordinance passed and adopted.

**ORDINANCE NO. 02132017-302**

**GRANTING A FRANCHISE TO ALABAMA GAS**

**CORPORATION, ITS SUCCESSORS AND**

**ASSIGNS, IN THE CITY OF MONTEVALLO, ALABAMA**

**(AMENDING ORDINANCE NO. 09122016-300)**

BE IT ORDAINED by the Mayor and the City Council of the City of Montevallo, Alabama, as follows:

Section 1. In consideration of the benefits to accrue to said City of Montevallo, Alabama, (hereinafter called the "City") and the inhabitants thereof, Alabama Gas Corporation, its successors and assigns (hereinafter called the "Company"), is hereby given, granted and vested with the rights, authority, privileges and franchises hereinafter set forth.

Section 2. The Company is hereby given, granted and vested with the right, authority, easement, privilege and franchise to construct, own, maintain, operate, extend and enlarge in the City a plant or system for the manufacture, transmission, distribution and sale of gas for all purposes whatsoever in and through the City; and the consent of the City acting through the Mayor and the City Council, who are the proper authorities of the City is hereby given to the Company to use the streets, avenues, alleys, ways, bridges and public places in said City for any and all of the purposes referred to in this Ordinance. The City will not vacate any public right-of-way containing any Company facilities without first advising the Company of its intention to vacate the right-of-way and cooperating with the Company in reasonable attempts to obtain the necessary property rights to maintain its facilities in the right-of-way.

Section 3. The Company is hereby granted and vested with the right, privilege and franchise to construct, erect, lay, install, renew, repair, maintain, operate, use and extend at any time, without the formality of a permit and without paying any fee therefor, its mains, conduits, appliances, appurtenances and fixtures under, along and across any street, avenue, alley, bridge, viaduct, underpass, or public place in the City.

Section 4. The said mains, pipes, conduits, appliances, appurtenances and fixtures shall be so laid, set or constructed as not to unreasonably interfere with the proper use of the streets, avenues, alleys, ways, bridges, viaducts, underpasses, and public places in the City, and shall be maintained in reasonably good condition and repair, and to that end the Company shall abide by all lawful and reasonable ordinances and resolutions that have been or may be duly adopted by the governing body of the City. However, all ordinances and parts of ordinances in conflict with this ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

Section 5. Whenever the Company shall cause any opening or alteration to be made in any of the streets, avenues, alleys, ways, bridges, viaducts, underpasses, or public places of the City for the purpose of laying, setting, maintaining, operating or repairing any mains, pipes, conduits, appliances,

appurtenances or fixtures, the work shall be completed within a reasonable time and the Company shall, upon the completion of such work, restore such portion of the streets, avenues, alleys, ways, bridges or public places to as reasonably practicable a condition as existed before the opening or alteration was made.

Section 6. The Company shall hold the City harmless from any and all liability or damages resulting from the negligence of the Company in the construction and maintenance of said mains, pipes, conduits, appliances, appurtenances and fixtures.

Section 7. The Company shall have the power and authority, subject to the supervision of the Alabama Public Service Commission or other duly constituted governmental authority vested with the power now vested in the Alabama Public Service Commission to supervise and regulate public utilities in the State of Alabama, to make, adopt and enforce rates, rules and regulations for the furnishing of gas and for the reasonable operation of its plant and system and shall have the right at all reasonable hours to have access to its gas pipes and the meters of any consumer for the purpose of making repairs and other proper purposes.

Section 8. The duration of this franchise shall be for a period of ten (10) years from the date of its adoption by the Mayor and the City Council.

Section 9. As a condition to the continued existence of the franchise herein granted and as compensation or consideration for the granting thereof, the Company agrees by its acceptance hereof that it will pay to the City, in addition to all taxes now or hereafter required by law to be paid, a franchise fee of two percent ( 2%) of gross gas sales revenues received by the Company from the sale and delivery of gas during the preceding calendar year to customers within the corporate limits and police jurisdiction (so long as the City is providing services in the police jurisdiction) of the City, except for gas which is sold within the corporate limits of another municipality which has granted the Company a franchise.

Section 10. This Ordinance shall be published in accordance with the applicable provisions of Section 11-45-8 of the Code of Alabama (1975). Such publication shall be done by the City Clerk of the City and thereafter the City Clerk shall enter upon the minutes of the City, immediately after the place where this Ordinance is recorded, a certificate setting forth that such Ordinance was published in accordance with the terms hereof and the laws of the State of Alabama. The expense of such publication shall be paid by the Company.

Section 11. Upon filing by the Company with the Clerk of the City of a written acceptance of this Ordinance and of the franchise granted hereby, this Ordinance shall constitute a contract between the City and the Company and their respective successors and assigns.

Section 12. The enactment of this franchise in the manner hereinabove provided shall have the effect of terminating any other franchise heretofore granted by the City and then held by the Company covering the distribution of gas in the City and territory contiguous thereto.

**PASSED, ADOPTED AND APPROVED** this 13<sup>th</sup> day of February, 2017.

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Mayor

Attest:

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City Clerk

After completion of the reading of said Ordinance 02132017-302 which amends Ordinance 09122016-300 (Granting a Franchise to Alabama Gas Corporation) and changes the Franchise Fee from 4% to 2%, but maintains the same 10 year term of agreement, Council member Walker then moved that the said Ordinance be adopted.

This motion was duly seconded by Council member Nix and upon a call of the roll by the Clerk, upon the motion to adopt the said Ordinance, the following voted Aye:

Mayor Cost, Council Member Nix, Council Member Walker, Council Member Peterson, Council Member Goldsmith and Council Member Bunt.

Nay: NONE

Whereupon the result of the vote was announced and the Mayor declared the said Ordinance passed and adopted.

\* \* \*

There being no further business to come before said meeting and upon motion of Council member Nix and seconded by Council member Walker, the meeting adjourned.

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Mayor of the City of Montevallo, Alabama

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Clerk of the City of Montevallo, Alabama

STATE OF ALABAMA        )  
  )  
SHELBY COUNTY            )

I, the undersigned, Herman Lehman, Clerk of the City of Montevallo, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an extract from the minutes of the regular meeting of the City Council of the City of Montevallo, Alabama, held on the 13<sup>th</sup> day of February, 2017, at Six o'clock p.m., which said extract correctly sets forth all proceedings of said meeting relating to Ordinance No. 02132017-302 amending Ordinance No. 09122016-300 granting a franchise to the Alabama Gas Corporation.

Witness my hand and the seal of said City of Montevallo this 21st day of February, 2017.

---

Clerk of the City of Montevallo, Alabama

(SEAL)

## **Board Appointments:**

Mayor Cost reminded the council how long we have been working to clean-up our board appointment list and associated terms. As the City Clerk pointed out, this list updates the terms of office and persons holding the various positions. It details who the new appointment are, as well as who is being reappointed. The open positions will be filled at a later date. The City Clerk pointed out that the Planning Commission appointments are largely the responsibility of the mayor alone.

- **Housing Abatement Board**

District 1	Tami Pickett	11/1/2020
District 2	Myron Dixon	11/1/2020
District 3	Karen Pendleton	11/1/2020
District 4	Andrea Eckleman	11/1/2020
District 5	OPEN	11/1/2020
  
- **Zoning Board of Adjustments**

Susan Fulmer	07/07/2017
James Salter	07/07/2017
Brandelyn Nelson (NEW)	02/13/2020
OPEN	
OPEN	
Supernumerary 1	OPEN
Supernumerary 2	OPEN
  
- **Personnel Board**

Bill Glosson (Chair)	07/07/2017
Billy Mack Lee	07/07/2017
Bart Ferguson	07/07/2017
  
- **Planning Commission**

Donnie Norris	04/08/2018
Herman Lehman (city admin)	11/01/2020
Kristen Bridges	02/10/2022
Charles Binion	05/04/2022
Rusty Nix (council rep)	11/01/2020
Robert Doyle (Mayor's Apt)	11/01/2020
Brad Davis	08/08/2022

Nathan Stamps	06/01/2022
Kenneth Dukes (NEW)	02/13/2023
<b>o Historic Commission</b>	
Henry Emfinger	07/06/2017
John Lott	07/06/2017
H. G. McGaughy	01/09/2023
Matt Walker (council rep)	11/01/2020
Melinda Nix	07/06/2017
Sherry Valides	06/13/2022
Janice Seaman (Reappoint)	02/13/2023
Bill Glosson (NEW)	02/13/2023
Susan Godwin (NEW)	02/13/2023
Marshall Goggins (Ex Officio)	
<b>o Park &amp; Rec Board</b>	
Rusty Nix (council rep)	11/01/2020
Pamela Dickerson Smith	08/01/2022
Maggie Hall	07/08/2017
Clifford Dubose	07/08/2017
Susan Tedford	07/08/2017
Johnny Holsombeck	07/08/2017
James Kitchens	08/01/2022
Curtis Fennell (NEW)	02/13/2023
OPEN	
OPEN	
<b>o Industrial Development Board</b>	
Kevin Senecal	12/16/2020
Suzanne Hurst	12/16/2017
Nathan "Lanny" McMinn	12/16/2017
Steve Condrey	12/16/2018
Cheryl Patton	12/16/2019
Janice Seaman (reappoint)	12/16/2022
Donna Dickson (reappoint)	12/16/2022
OPEN	12/16/2020
OPEN	12/16/2021
<b>o ValloCycle</b>	
Arthur Herbert	08/01/2020
Jason Peterson (council rep)	11/01/2020
Andrea Coleman	08/01/2019
Lee Waites	06/01/2018
Susan Caplow	09/01/2019
Meg Waites	07/01/2019
Rob Miller (NEW)	02/13/2021

Andrea Eckelman (NEW)  
Elliot Martin (NEW)

02/13/2021  
02/13/2021

Council Member Walker made a motion to approve the slate of board appointments and associated terms as detailed above. Council Member Peterson seconded. ALL AYES . . . MOTION APPROVED.

Mayor Cost encouraged anyone interested in serving in any of the open board positions to contact City Hall. She said we will list the opening on our website.

Council Member Nix asked for a list of when the boards meet. The Mayor said the new website should include that information on the board pages and on the meetings calendar.

**Other Business:**

Council Member Bunt made a motion to approve A RESOLUTION APPROVING A SUPPLEMENT AND AMENDMENT TO THE PROJECT DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MONTEVALLO, ALABAMA AND THE MONTEVALLO DEVELOPMENT COOPERATIVE DISTRICT. Council Member Nix seconded. ALL AYES . . . MOTION APPROVED.

**RESOLUTION NO. 023132017-404**

**A RESOLUTION APPROVING A SUPPLEMENT AND AMENDMENT  
TO THE PROJECT DEVELOPMENT AGREEMENT BETWEEN THE CITY  
OF MONTEVALLO, ALABAMA AND THE MONTEVALLO DEVELOPMENT  
COOPERATIVE DISTRICT**

WHEREAS, The Montevallo Development Cooperative District (the "District") and the City of Montevallo, Alabama (the "City") entered into that certain Project Development Agreement, dated September 27, 2013 (the "2013 Project Agreement"), for the purpose of providing for the issuance by the District of its Limited Obligation Revenue Bond in the principal amount of \$5,000,000 (the "2013 Bond") for the purpose of financing the City's share of the costs of various improvements and for the assignment and pledge by the City to the District of 90% of the proceeds of a one percent increase in the sales and use taxes levied by the City as provided in Ordinance Number 09262011-301 adopted by the City Council of the City on September 26, 2011 (the "Pledged Revenues").

WHEREAS, the District has determined that it can issue its Limited Obligation Revenue Bond, 2017, in the principal amount of \$5,000,000 (the "2017 Bond") for the purpose of refinancing the

outstanding principal amount of the 2013 Bond and providing for the payment of the City's share of the costs of the acquisition, construction and installation of certain additional improvements, while maintaining substantially the same annual debt service.

WHEREAS, in order to provide for the application of the proceeds of such 2017 Bond to refinance the indebtedness evidenced by the 2013 Bond and to provide for the continued assignment by the City to the District of the Pledged Revenues, and for other purposes, it is necessary, desirable and in the public interest that the City enter into an amendment to the 2013 Project Agreement with the District.

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

The Mayor and City Clerk are hereby authorized to execute and deliver on behalf of the City the Supplement and Amendment to Project Development Agreement, in the form attached hereto as Exhibit A.

ADOPTED and APPROVED, this 13<sup>th</sup> day of February, 2017.

---

Hollie C. Cost, Mayor

ATTEST:

---

Herman Lehman, City Clerk & Treasurer

EXHIBIT A

Form of Supplement and Amendment to

Project Development Agreement

**Citizen Participation:**

Janice Seaman addressed the council and said she was “thrilled” that the council had elected to allow our city employees off on President’s Day. However, she said the city offices closed early the day before New Years and Christmas Eve and that this was confusing. She expressed her opinion that the city offices should keep to a regular schedule and not close early. She said she had tried to come by and pay her business license before the end of the year only to find our office closed at 2:00 that afternoon.

There being no further business before the council, Council Member Nix made a motion to adjourn. Council Member Walker seconded. ALL AYES . . . MEETING ADJOURNED at 6:36 p.m.

Submitted by:

Herman Lehman