

MINUTES

Montevallo City Council Work Session

June 24, 2019

5:30 p.m. at City Hall

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

Chief Littleton presented the Police Department report:

Montevallo Police Department Stats

	January-19	February-19	March-19	April-19	May-19	June-19	July-19	August-19	September-19	October-19	November-19	December-19	Total
Total Reports	81	104	128	120	134	86							496
Criminal Cases	35	27	17	30	55	39							79
Non-Criminal	3	5	7	5	0	0							15
Traffic Accidents	13	12	16	28	18	8							41
Traffic Citations	181	199	190	200	158	100							570
DUI Arrests	5	4	3	6	7	6							12
Public Intox Arr	1	1	5	3	4	1							7
Alias Arrests	9	26	24	11	19	8							59
Juvenile Arrests	0	0	2	1	1	0							0
Misd Arrests	4	6	3	4	8	2							17
Felony Arrests	1	2	2	6	3	1							5
Drug Related	15	8	5	8	9	7							3
Total Arrest	35	47	42	39	48	25							124
Auto Thefts	0	2	0	0	0	0							2
Burglaries	1	1	3	3	1	2							4
Auto Recoveries	0	0	0	0	0	0							0
Auto Burglaries	1	2	0	1	1	0							7
Criminal Mischief	0	4	4	0	2	1							14
DV Related	4	7	7	11	13	9							14
Assaults	2	5	1	5	2	3							8
Fraud/Forgery	0	2	2	0	4	1							3
Harass / Reck	2	2	7	11	11	2							5
Misc. Offenses	16	19	19	15	26	13							46
Robberies	0	0	0	0	0	0							0
Thefts / Attempts	11	1	9	9	4	2							16
Suicide Attempts	0	0	0	0	0	0							0
Suicides	0	0	0	0	0	0							0
Deaths	1	0	0	0	0	0							1

Karen Kiker
9:17 AM
6/20/2019

Chief Bill Reid reported that the Fire Department responded to 100 calls in May. Overall, everything is going well.

The Mayor noted Council Member Herbert is out of town on a trip planned long before his appointment to the Council.

Kirk Hamby informed the Council he discussed the High School parking spots along Oak Street with Dr. Turner. Four spaces will be left for resident parking.

Mayor Cost discussed her recommendation that the city consider hiring a Sustainability Coordinator to oversee recycling and other sustainability related initiatives in Montevallo, She asked the Sustainability Committee to look into this.

Council Member Nix informed the Council the Park Board did not have a quorum at their meeting last week. They are still in need of a chairperson. They are trying to convince Johnny Holsombeck to stay on. Anna Nix will serve as the board's media specialist. He also reminded everyone that the Senior Center will host its annual BBQ on July 6th at 4:00 p.m. The Golf Course appears to be staying busy. There will be a youth ball tournament on the 28th, and several additional girls' softball tournaments coming up. Also, there are additional tournaments planned at Stephens Park., These tournaments bring a lot of traffic to our local businesses. He also noted the Planning Commission will meet on July 18th to consider a number a request from Colonial Oaks to approve new sectors of that development.

Council Member Bunt reported as follows:

Montevallo Arts Council is holding a reception for the Boys and Girls Club show in Parnell Gallery **THIS THURSDAY 5-7PM.**

MSCC is sending 8 students and 2 chaperones to Japan.

Savannah Kitchens, Library Director, presented her report:

Library Director's Report Notes

City Council

June 24, 2019

- Current Projects
 - o This is the first day of the last week of Summer Reading: 20 events in 24 days
 - All events that require registration (crafts, hands-on programs, etc.) have been at maximum capacity
 - o Confirmed to attend Elementary School and High School's registration events in July to hand out library card applications (will reach out to Middle School once new principal is in place)
 - o Story Walk posts have shipped and are due any day
 - o Purchase submitted for new bookcases
 - o Requesting a list of items to be declared surplus as we clean and rearrange to make room for the new bookcases
- Deposits
 - o Month of June deposits:
 - \$527.64

Abigail Heuton said the MJCC's movie event at Owl's Cove went well. There were around 50 people in attendance. She thanked Council Member Peterson for all his help with the event. They want to do something similar around Halloween. They are also working on a tree planting project.

Mayor Cost announced there will be a Just Show Up music event in Montevallo on August 1st. She said we expect 4,000 people to attend the concert that evening.

The Mayor's Assistant, Maggie Benson, added that the concert will feature 4 artists – several of whom are very popular. The event starts at 7 PM, but it is a free concert and we expect people to show-up earlier in the day.

Council Member Peterson reminded everyone the Finance Committee will meet at 4:30 p.m. on Wednesday.

Bill Glosson, Chairperson of the Historic Preservation Commission, informed everyone that the next HPC meeting will be July 2 at 6:30 p.m. at the library.

Council Member Peterson reminded everyone that there will be another Friday Nights at the Cove event this Friday from 7-9 PM. It will feature a special drum performance and is sponsored by Emma Gray's.

Mayor Cost reminded everyone that the Chamber's BBQ awards banquet is this Thursday night.

The City Clerk explained the request to transfer \$271.16, closing the Bicentennial Fund, to Montevallo Main Street to be added to the Façade Improvement Grant program.

The Clerk then discussed the request from Matthew Smith for a 2 month refund of Garbage Service Fees for the inconvenience of repeatedly missed and/or delayed garbage service. Council Member Nix noted his trash was ultimately picked up and he continued to receive leaf & limb service during that time.

Declaration of 171 Oxford Circle as a public nuisance and ordering lot to be cleaned.

Renewal of Charter Communications Franchise Agreement

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the City of Montevallo, Alabama hereinafter referred to as the "Grantor" and Spectrum Southeast, L.L.C., locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

The Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

1. Definitions:

- a. "Cable Act" means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.

- b. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- c. “Franchise” means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- d. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- e. “Service Area” shall mean the geographic boundaries of the Grantor.
- f. “Streets” means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter, and the public grounds, places or water within the geographic boundaries of Grantor.
- g. “Subscriber” means any person lawfully receiving any Cable Service from the Grantee.

2. **Granting of Franchise.** The Grantor hereby grants to Grantee a non-exclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets now in existence and as may be created or established during its terms; any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

3. **Term.** The Franchise shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 16. This Franchise will be automatically extended for an additional term of five (5) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

4. **Use of the Streets and Dedicated Easements.**

- a. Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities when available on reasonable terms and conditions.
- b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the

Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

- c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor.

5. Maintenance of the System.

- a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor
- b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.
- c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as they may, from time to time, be amended.

6. Service.

- a. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.
- b. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and subsection (a) above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by electronic or certified mail, return receipt requested to the addresses set forth in Section 13 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Agreement, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

7. Insurance/Indemnity.

- a. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation

Statutory Limits

Commercial General Liability

\$1,000,000 per occurrence,
Combined Single Limit (C.S.L.)
\$2,000,000 General Aggregate

Auto Liability including coverage on all owned, non owned hired autos \$1,000,000 per occurrence C.S.L.

Umbrella Liability

\$1,000,000 per occurrence C.S.L.

- b. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.
- d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

8. Revocation.

- a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor de novo.
- c. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

9. **Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 9 shall be deemed a waiver of any remedies available to Franchisee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545
10. **Compliance with Laws.** Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.
11. **Change in Law.** Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.
12. **Confidentiality.** If Grantee provides any books, records or maps to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books, records or maps marked confidential to any person.
13. **Notices, Miscellaneous.**
- a. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Montevallo
545 South Main Street

Montevallo, AL 35115

Email:

Grantee: Charter Communications
Director, Government Affairs
151 London Parkway
Birmingham, AL 35211
Email: taylor.vice@charter.com

- b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.
- c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.
- d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.

14. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15. Franchise Fee.

- a. Grantee shall pay to the Grantor quarterly an amount equal to five (5%) of the Gross Revenues for such calendar quarter, transmitted by electronic funds transfer to a bank account designated by Grantor. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.
- b. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a Franchise Fee under this Section 15 shall be reduced by an equivalent amount.
- c. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than forty-five (45) days after the end of each calendar quarter the franchise fees required by this section. The Grantor shall have the right to review the previous year's books of the Grantee to the extent necessary to ensure proper payment of the fees payable hereunder.

16. Effective Date. The Franchise granted herein will take effect and be in full force on May 10, 2020. This Franchise shall expire on May 10, 2030 unless extended in accordance with Section 3 of this Franchise or by the mutual agreement of the parties.

17. **Acceptance and Entire Agreement.** The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Considered and approved this ____ day of _____, 20__

City of Montevallo, Alabama

Signature: _____

Name/Title: _____

Accepted this ____ day of _____, 20__, subject to applicable federal, state and local law.

Spectrum Southeast, L.L.C.

By: Charter Communications, Inc., its Manager

Signature: _____

Name/Title: _____

The City Clerk said the fee is the same as before. Simply a renewal.

Ms. Kitchens explained her request to declare as surplus and authorize disposition of Asset #001216, a library bookcase.

No updates on the nomination of one member to the County Board of Equalization. The Council appointed to Council Member Peterson to the Montevallo Water & Sewer Board at the last meeting.

Council Member Nix asked for an update the Mahler and Victory projects. The City Clerk said the architects have done their initial work on Mahler. Next step is to discuss possible uses. We have not scheduled that meeting yet. On Victory, the architects should have the floor plan ready next week. We will meet with the prospective tenant after that.

Montevallo City Council Meeting
June 24, 2019
6:00 p.m. at City Hall

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

Public Hearing: 171 Oxford Circle, Declaration of Public Nuisance .The Mayor opened the hearing at 6:00 p.m. No one was in attendance wished to discuss the issue. The hearing closed at 6:01 p.m.

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

Approval and/or corrections of the minutes – 6/10/19 Council Member Nix made a motion to approve the Minutes from May 28, 2019. Council Member Goldsmith seconded. ALL AYES . . . MOTION APPROVED.

Recognitions / Awards: NONE

Opportunities for citizens to speak to the Council:

Bobby Pierson wished Mayor Cost a Happy Birthday! He asked if the city has plans to add a restroom facility to Dailey Park.

Mayor Cost said we received a small grant to design improvements to Dailey Park – which includes a restroom facility. She hopes to find funding to transform Dailey Park into our first fully ADA accessible park.

Mr. Pierson also brought up once again his suggestion that the mayor be made fulltime and paid accordingly, and that council members receive a salary, as well.

The City Clerk noted that, as far as the salary increase for council members and the mayor is concerned, that proposal has come before the council multiple times over the past 12 years. The council has consistently rejected the proposal because they have felt it was unfair be paid while we ask so many in our community to volunteer their time and talents in so many other ways.

A resident complained there was no garbage service on Western Drive. She said this is not the first time the road was missed.

Mr. Hamby said they are aware of the problem and have scheduled a pick up for tomorrow.

Committee Reports and Consideration of Bills:

Public Health & Safety (Police, Fire, Code Enforcement, Housing Abatement)– Discussed earlier.

Sustainability (Streets & Sanitation, Recycling, Arbor & Beautification, ValloCycle, Environmental Preservation Initiatives) – Discussed earlier.

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

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

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

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

Consent Agenda: NONE

New Business:

Authorization to transfer \$271.16 , closing the Bicentennial Fund, to Montevallo Main Street to be added to the Façade Improvement Grant program.

Council Member Goldsmith made a motion to approve the authorization to transfer \$271.16, closing the Bicentennial Fund, to Montevallo Main Street to be added to the Façade Improvement Grant program . Council Member Bunt seconded. ALL AYES . . . MOTION APPROVED.

Request from Matthew Smith for a 2 month refund of Garbage Service Fees for the inconvenience of repeatedly missed and/or delayed garbage service. There was no motion and no second. Therefore, this request was not approved.

Declaration of 171 Oxford Circle as a public nuisance and ordering lot to be cleaned.

Council Member Nix made a motion to declaration 171 Oxford Circle as a public nuisance and order the lot to be cleaned. Council Member Goldsmith seconded. ALL AYES . . . MOTION APPROVED.

Mayor Cost noted that several years ago we tried to make it easier to address issues such as this. However, that effort was not supported by the public and, as a result, this is the best process we have available to us.

Renewal of Charter Communications Franchise Agreement

Council Member Peterson made a motion to approve the renewal of the Charter Communications Franchise Agreement. Council Member Nix seconded. ALL AYES . . . MOTION APPROVED.

Declared as surplus and authorize disposition of Asset #001216, a library bookcase

Council Member Bunt made a motion to declare as surplus and authorize disposition of Asset #001216, a library bookcase. Council Member Nix seconded. ALL AYES . . . MOTION APPROVED.

Old Business

Update on proposed contract with the Regional Planning Commission of Greater Birmingham – NO ACTION

Board Appointments:

Nomination of one member to the to the County Board of Equalization - NO ACTION

Council Appointment to the Montevallo Water & Sewer Board – Accomplished at last meeting.

Other Business: NONE

Citizen Participation

Bill Glosson asked for an update on the sound system. He suggested this issue be added to the Agenda so we don't forget about it.

The City Clerk said he has asked the County IT folks to get us a quote.

H.G. McGaughy said it is often hard for him to hear the discussions, as well.

There being no further business before the Council, Council Member Nix made a motion to adjourn. Council Member Peterson seconded. ALL AYES . . . MEETING ADJOURNED at 6:13 p.m.

Submitted by:

Herman Lehman
City Clerk