

## MINUTES

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

**August 12, 2019**

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

**Mayor Hollie Cost, Council Member Tiffany Bunt, Council Member Willie Goldsmith, Council Member Jason Peterson, and Council Member Rusty Nix were in attendance. Council Member Arthur Herbert was absent (arrived at 6:40 p.m.).**

Mayor Cost called the Work Session to order at 5:31 p.m.

Lindsay Puckett with the Greater Birmingham Regional Planning Commission discussed her organization's proposal with the Council to help create a new Comprehensive Plan for the city. The cost would be just under \$25,000 and they could start this fall. The goal would be to complete the public information gathering portion of the process before the municipal election season gets underway in 2020.

Christie Hester with Shelby County Development Services informed the Council that they would love to help us with our Comp Plan, as well. However, their resources are currently spread extremely thin. At this point, they could not even guess when they may be able to fit us in their schedule. In fact, they do not have the resources at this point to update their own Comp Plan. That being said, Ms. Hester said they work with RPC all the time and that they would be happy to assist RPC in any way they can to help complete our plan. In fact, they would be involved in the process anyway because they are our planners.

Council Member Nix asked about their cost. Ms. Hester said there wouldn't be any cost. However, they couldn't say when they could get started. They may be able to help with an update of our existing plan, not a rewrite.

Police Chief Jeremy Littleton presented the following:



### Montevallo Police Department City Council Report

Date:  
08/12/2019

**Patrol Report:**

Total Calls:  
515

Total Cases:  
115

Traffic Accidents:  
9

Traffic Stops:  
519

Traffic Citations:  
257

Total Arrests:  
61

Burglaries:  
4

Auto Burglaries:  
0

Domestics:  
5

Assaults:  
1

Fraud/Forgery:  
5

Thefts/Attempts:  
9

Zone Checks:  
600

School Patrols:  
NA

**Investigations (New Cases):**

Felony Cases Pending:

Felony Cases Closed:

Misdemeanor Cases Pending:

Misdemeanor Cases Closed:

Felony Warrants:

Misdemeanor Warrants:

**School Resource Report:**

Offense Reports:

Incident Reports:

Traffic Accident Reports:

Arrest Reports:

Cases Pending:

Cases Closed:

Additional Comments:



### Montevallo Police Department Code Enforcement Activity Report

Date:  
08/12/2019

Inspection Period  
07/23/2019

Inspection Period  
08/12/2019

**Inoperable Vehicle Inspections:**

Inspected:  
5

Pending:  
5

Closed:

**Animal Complaint Inspections:**

Inspected:  
2

Pending:  
2

Closed:

**Abandoned Building Inspections:**

Inspected:  
3

Pending:  
3

Closed:

**Property Inspections:**

Inspected:  
19

Pending:  
12

Closed:  
7

**Miscellaneous Complaints:**

Inspected:

Pending:

Closed:

Inspected:

Total Inspections this Period:  
29

Total Inspections Year to Date:  
217



## Montevallo Police Department Code Enforcement Activity Report

### Inspections this Period:

- \* 1645 Ashville Road - Yard needs mowed. Will check again on 5 Aug 2019.
- \* 271 Shoal Creek Circle - Yard has been mowed, except for the steep hill in the front yard. Will check again later, to see if they cut the grass on the hill.
- \* 80 Salem Road - Trash and debris strewn and inoperable vehicle in the front yard. - Wrote a warning ticket to occupant.
- \* 41 Evansville Circle - Chickens running loose - Issued warning ticket to Linda Hernandez.
- \* 41 Jones Road - Abandoned house with yard overgrown - Will send certified letter - warning
- \* 33 Jones Road - Overgrown, trash and debris strewn throughout the property - Wrote warning citation to occupant.
- \* 194 Holloway Hill - Inoperable Vehicles in the yard - Two Motor Homes parked within the code specifications - Wrote warning citation to occupant.

### Inspections Pending Continued from Last Period:

- \* 735 Morgan Street - Back yard has been cleaned up. Some of the vehicles have been moved. There were two vehicles that still need to be moved. Will Check again 5 August 2019. Still uncompleted
- \* 1737 Highway 119 - Yard still needs cleaned and mowed. Sending Certified letter. Due Date: 22 August 2019.
- \* 171 Oxford Circle - Attempting to deliver 2 citations to Juan Hernandez. Will have Kirk Hamby look at the property and see if the city wants to handle the cleanup or if I need to find an outside source.
- \* 110 Samford Street - yard still needs cut and trash cleaned up. Will have Kirk Hamby check the property to see if the city can handle it.
- \* 250 Graham Street - Work is still in progress, you can tell he's been working on it. However, the work is still unfinished and the back yard has been littered with aluminum cans.

### Cases Closed this Period:

- \* 1635 Ashville Road - Yard mowed on 07/23/19.
- \* 1645, Ashville Rd - Yard mowed

### Other Comments:

Officer Mike Wilder reminded the Council there will be a hearing on 110 Samford Street during the regular meeting.

Chief Bill Reid said the Fire Department is looking at the possibility of replacing its ATV. It is too far gone to be repaired. He also noted 5 of their volunteers have completed 32 out of 48 hours of leadership training. He suggested everyone stay inside and hydrated during this hot weather.

Shane Baugh, Director of Parks & Recreation, said youth football starts Saturday. There is a new trail map posted at Shoal Creek Park. Now hikers can see where they are going and how long the trail is.

Mayor Cost thanked Eric Womack at Shelby County for creating the map for us.

Dwight Dellinger reported that the number of rounds played at the Golf Course continues to improve. The course is really looking good. They have several tournaments scheduled for September and October.

Council Member Nix reminded everyone the Planning Commission meeting has been rescheduled for September 12 at 6:00 p.m. at City Hall.

### ***Montevallo City Council Meeting***

**August 12, 2019**

**6:00 p.m. at City Hall**

**Mayor Hollie Cost, Council Member Tiffany Bunt, Council Member Willie Goldsmith, Council Member Jason Peterson, and Council Member Rusty Nix were in attendance. Council Member Arthur Herbert arrived at 6:40 p.m.**

### **Pledge of Allegiance**

### **PUBLIC HEARING:**

Mayor Cost opened the first Public Hearing at 6:00 p.m.

Sharman Brooks with Shelby County Development Services presented a proposed amendment to the special district to allow for three additional apartment buildings and allow for ten units per building to be known as SD19-001 Shoal Creek Apartments near the intersection of Overland Road and Comanche Street.

Wade Lowery with Engineering Design Services represented the Hardys and discussed their plans. He stressed that once this project is completed no other units will be able to be built on this site.

Council Member Nix asked why they couldn't build larger units instead of more units per building.

Mr. Lowery explained that two of the units will be single room apartments. As such, the total numbers of bedrooms will be the same. This is due to increased market demand for one bedroom units.

Hearing no others speaking in favor of the amendment, Mayor Cost asked for anyone opposed to the proposal to speak.

Patricia Honeycutt addressed her opposition to the proposal. She said she represents a group of neighbors opposed to the project. She asked the Council to refrain from voting on the proposal until after a traffic study is done.

Bobby Pierson asked if the apartments will be rented to low income residents. Mr. Hardy, one of the developers, explained the apartments would not be geared toward low income residents. He pointed out the footprint of the 10 unit buildings will not be any larger than the existing buildings.

Tim Ray asked the following letter be entered into the record:

To the Montevallo City Council and Planning and Zoning Board.

My name is Tim Ray. My wife, Sharon and I own a house and property at 170 Hidden Valley Drive where we live. My property adjoins the property of Schoal Creek apartments.

We are in opposition to the amendment to the Special District to allow more apartments and higher density apartments.

These apartments will directly affect property values of houses in Arden and Hidden Valley as the property adjoins the two subdivisions.

Arden and Hidden Valley are 2 of the largest single family developments in Montevallo and need to be protected from encroachment by developments such as this.

I also have concerns about the added traffic coming onto Overland road.

Thank you for your consideration.

Tim Ray

170 Hidden Valley Drive

Montevallo, Al 35115

He also noted you can get in or out of that neighborhood without passing apartments.

Sonja Swords also expressed her opposition. She said she understands the need for apartments in a college town. However, she feels this is the wrong location for more apartments.

Steve Gilbert spoke as a resident of that neighborhood. He said his concern is the increased in density in that area.

Ms. Brooks pointed out the density is proposed at 7.7 units per acre, which is less than what is allowed.

Wade Lowry pointed out the number of beds is the same as it would be if the units had 8 two bedroom units.

Mr. Gilbert said he is concerned with the extra 300 trips per day that development would add to their streets.

Ms. Brooks pointed out the next phase of the application would require a traffic study.

Mr. Gilbert noted they already have traffic and speeding issues along Comanche Street.

Joyce Sherrer noted the existing apartments in that area already create safety problems for neighboring residents – this will only make things worse. More traffic, more accidents, etc. She said studies need to be done. That neighborhood is not large enough to absorb any more development.

Joan Pickett expressed her concerns, as well, especially regarding drainage issues.

Sharon Ray asked about the two proposed developments and if the Police Departments of Fire Departments had and any concerns.

Ms. Brooks explained that the Fire Department provides input on all proposed site plans, so they will have their concerns addressed at that stage. Police is not part of that review.

Cliff Green asked about the development's impact on the sewer system.

The City Clerk said he was informed by the Water & Sewer Board Manager, Michael Harman, that the sewer system has more than adequate capacity to handle these proposed developments.

Council Member Nix, who serves on the Water & Sewer Board, said 6 years ago they spend \$9 million to upgrade their system and it can easily service this development, as well as all of the new homes being built along Hwy 119.

Council Member Peterson pointed out this request is related to the amendment to the zoning. The site plan approval comes after this.

The City Clerk reminded everyone that the recommendation of the Planning Commission was that this amendment be approved subject to a traffic study being required as part of the site plan process.

Jill Wicknick noted this development adds 30 more units to the area. The other proposed development would add another 46. She questioned the need for these additional units.

Mayor Cost said she understands these concerns. However, these properties as they are currently zoned permit this use. Long-term, however, we need to reassess as a community what we want to become. That is why it is why we've asked the RPC to help us with our new Comp Plan. The developer in this case is not asking for a variance or a zoning change. Based on our old Comp Plan and Zoning from 2012, this property is zoned for the use he has proposed.

Ms. Wicknick asked if there is a need for these units.

Mayor Cost explained that it is up to the developer to satisfy his or herself as to the need. That is not up to us to determine.

Council Member Nix noted the old zoning allowed for closer to 12 units per acre to be developed on this site. The current zoning limits that to 8.6. The developer in this case is only asking for 7.7.

Brad Williams said more apartments in the area will decrease property values and lead to an increase in crime.

Mr. Hardy said he purchased this proper back in the early 1990s. At that time, it was zoned for apartments. At that time, he could build 10 units per acre. The density was already restricted by the city. He is trying to use his property as it is currently zoned.

Jenny Wheeler expressed her opposition to the proposal and cautioned the Mayor and Council against voting for it. She said she and her neighbors will not support anyone in the next election who supports this.

Kenny Dukes said he sits on the Planning Commission and that we have laws and ordinances we must follow. The property owner has a right to use their property as zoned. We can't legally stop a property owner from using his property as it is legally zoned. If we did, we'd be taking money from him.

The City Clerk said that is correct. Preventing a property owner from using his or her property as it is legally zoned would be considered a "taking," and would most certainly end us up in court – where we would lose.

Jessica Fields asked if the proper owner could build additional units to the rear.

Mr. Lowery explained once again that no more of the property would be able to be developed after these units are built.

(Council Member Herbert arrived at 6:40 p.m.)

Mr. Lowery stressed that the current R2-SD Zoning was approved in 2012 and their proposal conforms to the requirements of that zoning.

There being no further comments. Mayor Cost closed the hearing at 6:41 p.m.

The Mayor then opened the hearing on 110 Samford Street at 6:41 p.m.

Mike Wilder presented the following:

**Abatement of Grass & Weeds - Pg of  
110 Samford Street**

**If No Owner Action:**

《✓》 **Set Meeting With City Council:**

**Date:** 28 May 2019

*The city council shall determine whether the weeds, surplus grass, or other unwanted vegetation growing upon a street, sidewalk or private property are a public nuisance, and shall declare the same by resolution...*

《✓》 **Copies for Herman for Council Meet:**

**Council Meeting for Resolution**

《✓》 **Date of Meeting:** 28 May 2019

《✓》 **Council's Decision:**

The council unanimously passed a resolution to claim 110 Samford Street a public nuisance.

**Notice of Hearing Date**

《✓》 **Hearing Date:** 8 July 2019

《✓》 **Certified Letter:**

Name: Samuel Imburu

Add: 107 Stonehill Circle

Pelham AL 35124

Mayor Cost asked if there was anyone there to speak for or against this recommendation.

Kenny Dukes asked what the purpose of this was.

The Mayor said it is to clean up the property.

Hearing no other comments, the Mayor closed the hearing at 6:43 p.m.

**Meeting Call to Order** – Mayor Cost called the meeting to order at 6:43 p.m. She reminded everyone that the Planning Commission meeting originally scheduled for Thursday evening has been rescheduled for September 12<sup>th</sup> at 6:00 p.m. here at City Hall.

**Approval and/or corrections of the minutes –7/22/19** – Council Member Peterson made a motion to approve the Minutes from July 22, 2019 as presented. Council Member Goldsmith seconded. Mayor Cost and Council Member Bunt ABSTAINED. ALL OTHERS VOTED AYE . . . MOTION APPROVED.

**Recognitions / Awards:** NONE

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

Kenny Dukes said he has driven a school bus in Shelby County for 31 years. Shelby County received \$5 million from the State to, among other things, add air-conditioning to buses. However, the County has decided not to get AC on the buses – despite the fact that his bus was 117 degrees the other day. He said this is a safety issue for both the drivers and the students. He urged everyone to speak out and demand that our buses have AC.

Jan McKinnon presented the following letter:

Centrala Garden Club

Mayor Holly Cost and Council Members  
Montevallo City Hall  
541 Main Street  
Montevallo, AL 35115

Dear Mayor Cost and Council Members,

The recent improvements and renovations that have been made to Montevallo have been wonderful. All citizens and visitors are greeted in many parts of the city with beautiful foliage, bloom, and infrastructure. We thank all of you for making this a priority for the place we call home.

For many years, those of us in Centrala Garden Club have considered it a great privilege to be the caretakers of the large Moore's Crossroads Welcome Sign and Garden. This garden is one of the first glimpses of our special city that visitors have from one of the main thoroughfares. Members spend many hours and Club money each year maintaining and updating this garden. In previous years the money for this, as well as other service projects, has come from our fundraising efforts. Recently, our membership numbers have declined to the point that our overall budget and needed manpower have decreased and we are unable to do our main fundraiser. Since we still have enough funds in our account to purchase plants for another year, our plan is to add perennials to the garden this fall which will return each year, eliminating the need to buy new plants every year. Before we invest any more Club money into this Welcome Garden, we are asking for assistance with a couple of action items.

Our most pressing request is regarding irrigation. For the last few years, it appears that the irrigation system has not worked properly or has been in need of a reset. The plants have often wilted and suffered from a lack of water. Over the years, we have had numerous shrubs and plants die because of this. We are asking for regular maintenance and monitoring of the irrigation system. Our club is also asking for help with weed maintenance during the spring, summer, and fall months. We devote several workdays to the upkeep of the garden, but the weeding is in need of more frequent attention.

Our goal is for the Moore's Crossroads Welcome Sign and Garden to reflect the beauty of our city. We greatly appreciate your consideration of our requests.

Sincerely,

Centrala Garden Club

Mayor Cost said we appreciate everything Centrala does for our city and will take care of this request.

Kirk Hamby said he would handle it.

Carol Evans with the US Census addressed the Council to remind everyone how important it is to participate in the upcoming Census.

**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.

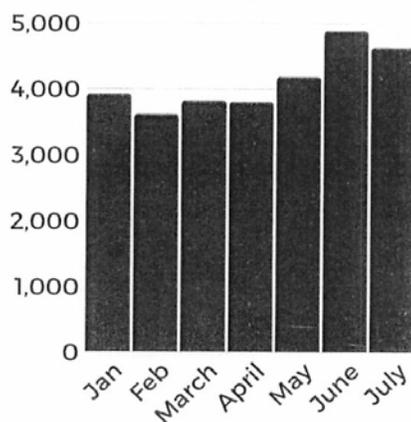
The Mayor said there would be no MJCC report because they are still out of school. They have their first meeting in a few weeks, and their retreat is planned for September.

Council Member Bunt presented the Library Report:

# Parnell Memorial Library

JULY 2019

## CIRCULATION



## PROGRAMS: 27 TOTAL

- 5 storytimes with Mr. Mac
- 5 kids' movies
- 1 teen movie
- 1 family ice cream party
- 1 Magic Tree House Book Club
- 2 weeks of Children's Theatre Workshop rehearsals (10 total)
- 2 performances of Children's Theatre Workshop
- 1 Family Apollo 11 Anniversary Party
- 1 retirement seminar

## JULY 2019 DEPOSITS

7/2/19 - \$186.60

7/8/19 - \$134.75

7/16/19 - \$228.80

7/23/19 - \$1,802.04

7/30/2019 - \$152.25

**TOTAL: \$2,504.44**

## PROGRAMMING



# 4,621

Materials  
Circulated  
-5%

# 946

attended library  
programs  
+37%

# 502

Computer Use  
+24%

## Library Director's Report Notes

### City Council

August 12, 2019

- Current Projects
  - o StoryWalk update: talked with City Works
    - Final purchases (posts, cement for installation) will be made after Labor Day
    - Installation will begin in October
  - o New bookcases have been ordered and purchased
    - No ship date as of yet; delay with the company
  - o ESL Collaboration
    - Working with ESL teachers from MES, MMS, and MHS to create a voluntary parent/child education program to help Hispanic families with goals, direction, and literacy
      - Potential library involvement could include
        - o after-hours computer classes with a Literacy Council bilingual volunteer (staff member would be present)
        - o bilingual story time
        - o expanding Spanish language book collection
- Requesting several items to surplus
  - Staff fridge 000449
  - Table 000467
  - Old DVD player 001167

Mr. Hamby interjected that the paving in Arden should start Wednesday of next week. He also mentioned that they are looking at purchasing a new ATV. He plans to use funds set aside for a new mower, plus another \$1,500 or so from the Regions Capital Reserve to purchase the ATV.

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

Council Member Peterson said they mentioned at MDCD the paving of Oak Street will take place once the Center for the Arts is finished.

Steve Gilbert, Director of the Chamber, reminded everyone the last Farmer's Market will be next Monday. He also noted there are 5 new businesses slated to open in Montevallo. Team Lehman will host an Open House at their new Valley Street location on the 27<sup>th</sup>. Chamber luncheon is on the 21<sup>st</sup>.

Revenue Director Debby Raymond mentioned the opening of the new Wings restaurant at the Crossroads, as well as the new nutrition spot at Dr. Shunarra's property on Valley.

# 2019 Just Show Up Show

Sponsored by Dr. Bobby Shunnarah at  
Montevallo Family Dentistry  
and

Produced by iHeart Media & 103.7theQ



**4,000 people attended**



**Featuring Acts by:**

**Alessia Cara**

**Echosmith**

**AJ Mitchell**

**Stephen Puth**

**The Catching**

## **Benefit to the City:**

### Repeated Exposure



iHeart Media and 103.7theQ ran advertisements regularly for 6 weeks leading up to the event on all of their local stations, reaching an estimated 1,096,800 listeners.



People got to actually be in our beautiful city and see all of the neat stuff going on -- including our local businesses and promotions for Tinglewood.

## **Special Thanks To:**

Montevallo Police Department  
Montevallo Public Works Department  
Montevallo Parks and Rec  
Montevallo Fire and Rescue  
Montevallo Main Street  
Parnell Memorial Library  
Shelby County  
Southeast Shelby EMS  
University of Montevallo  
Montevallo High School Band

No major security, medical, or traffic issues for the evening.

Both the environment and the song choice for the event reflected the family-friendly nature of the event.

## **Areas for improvement:**

- More details about parking**
- Work to let community members know about it sooner**

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

**Consent Agenda:**

Mayor Cost recommended the following items be placed on the Consent Agenda:

- Proclamation in Celebration of Brownie Gillespy's 90<sup>th</sup> Birthday
- 2020 Census Complete Count Committee Proclamation
- Acknowledgment of Garbage Service Bids Received 7.12.9 from Republic and Waste Pro- Recommendation of City Clerk to Reject all Bids
- Receipt of Demolition Bids – Award to Lowest Responsible Bidder
- Request to declare as surplus and authorize disposition of a library table (000467) and fridge (000449)
- Add Highland Street and College Drive to MDCD paving list

Council Member Peterson made a motion to approve the Consent Agenda as detailed. Council Member Bunt seconded. ALL AYES . . . MOTION APPROVED.



## **Proclamation in Celebration of Brownie Gillespy's 90<sup>th</sup> Birthday**

**WHEREAS**, our dear friend and neighbor Brownie Gillespy was born on August 3, 1929; and

**WHEREAS**, Brownie has been an active volunteer and leader in Montevallo for decades; and

**WHEREAS**, Brownie has been a member of Montevallo First United Methodist Church for 35 years; and

**WHEREAS**, Brownie has played many roles at the church through those years, including serving as a member of the United Methodist Women group and the Love Circle; and

**WHEREAS**, Brownie has held numerous leadership positions with the Montevallo Garden Club, including serving as president; and

**WHEREAS**, Brownie has been a long-standing member of our city's Arbor & Beautification Board, volunteering for Arbor Day and helping plant countless trees throughout our community; and

**WHEREAS**, Brownie is a member of the Montevallo Study Club, where she served in numerous leadership roles, including president; and

**WHEREAS**, Brownie has volunteered with Meals On Wheels for 26 years; and

**WHEREAS**, Brownie has served as a polling official during local elections;

and

**WHEREAS**, Brownye has volunteered with other organizations such as the American Village and the American Heart Association;

**NOW, THEREFORE**, I, Hollie C. Cost, as Mayor of the City of Montevallo, Alabama, do hereby proclaim August 3, 2019 as **Brownye Gillespy Day**, and join with all of her friends and neighbors wishing her a **Happy 90<sup>th</sup> Birthday**.

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**Hollie C. Cost, Mayor**

## **2020 CENSUS COMPLETE COUNT COMMITTEE**

**WHEREAS** the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy;

**WHEREAS** the City of Montevallo is committed to ensuring every resident is counted;

**WHEREAS** federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data and housing;

**WHEREAS** census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for an accurate and fair redistricting of state legislative seats, county and city councils and voting districts;

**WHEREAS** the information collected by the census is confidential and protected by law;

**WHEREAS** the City of Montevallo Complete Count Committee will work with the Census Bureau to strive for an accurate count;

**WHEREAS** the City of Montevallo Complete Count Committee will bring together a cross section of community members who will utilize their local knowledge and expertise to reach out to all persons of our community;

**NOW, THEREFORE, BE IT PROCLAIMED** that City of Montevallo establishes a 2020 Census Complete Count Committee to increase awareness and understanding about the 2020 Census and encourage people to participate in the 2020 Census.

Adopted and approved by the City of Montevallo, Alabama this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_

Hollie C. Cost, Mayor

ATTEST:

\_\_\_\_\_

Herman Lehman, City Clerk

**EXHIBIT A****SERVICE RATES AND BILLING RESIDENTIAL GARBAGE.**

All services to be rendered under this Agreement shall be paid by eligible property owners subscribing to such service.

Garbage only 1x week service:

Residential I Service      \$15.00 \_\_\_\_\_ per month collection fee  
*fifteen dollars per month per unit*

Residential II Service      \$23.00 \_\_\_\_\_ per month collection fee  
*Twenty-Three dollars per month per unit*

## ALTERNATE:

Garbage 1x week service and recycle every other week service:

To add recycling every other week service would be an additional \$4.00 per unit *Four dollars per month*  
 PLUS City of Montevallo would pay all processing and contamination fees billed *Per unit*  
 by the MRF (Birmingham Recycling and Recovery). BRR fees are currently  
 \$30.00 per ton processing and \$75.00 per ton on residuals.

City will be provided volume reports monthly for tracking of residential recycling mix and contamination percentages. Reporting example is attached.

*Pat Dees*

**EXHIBIT A****SERVICE RATES AND BILLING RESIDENTIAL GARBAGE.**

All services to be rendered under this Agreement shall be paid by eligible property owners subscribing to such service.

Residential I Service	\$ <u>10.61</u>	per month collection fee
Residential II Service	\$ <u>16.64</u>	per month collection fee

*Recycle collections*

*Bi-weekly collection w/cart provided, collected materials delivered to BRR for processing.*

*\$4.92 per month (Four dollars ninetytwo cent)*

*\* Cart delivery/repair will not occur in 72 hour window. One day per week - currently Thursday.*

*V Adams  
Municipal Manager  
Waste Pro of Alabama  
140 Goodrich Dr.  
Birmingham, AL 35217*

**BID TABULATION**  
**DATE: 8/8/19**  
**TIME: 1:30 P.M.**

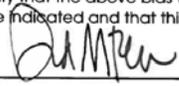
**CITY OF MONTEVALLO**  
**BUILDING & SITE DEMOLITION**  
**Architect's Job #2843**



BIDDERS	HRC	Moore Contracting Services	Wayne Davis Construction	Ingle Demolition	Corinth Company	Complete Demolition Services
G. C. LICENSE NUMBER	21769	---	38625	46684	---	---
ADDENDA 1 ACKNOWLEDGED	Y	Y	Y	Y	Y	Y
NOTATION ON BASE BID ENVELOPE	N	N	N	N	N	N
BASE BID	\$92,790	\$133,918	\$67,828	\$59,995	\$72,900	\$121,000

**CERTIFIED BID TABULATION**

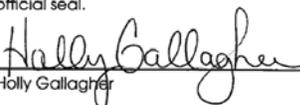
I certify that the above bids were received sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project

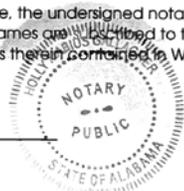
  
 \_\_\_\_\_  
 David M. Reese, AIA, Principal, TurnerBatson Architects, Inc.

8/8/19  
 \_\_\_\_\_  
 Date

State of **Alabama**  
 County of **Jefferson**

On this 8th Day of August 2019, Before Me, the undersigned notary public, personally appeared David M. Reese, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. Witness whereof, I hereunto set my hand and official seal.

  
 \_\_\_\_\_  
 Holly Gallagher



8/8/19  
 \_\_\_\_\_

**My Commission Expires:**  
**September 8, 2022**

**New Business:**

Amendment to the special district to allow for three additional apartment buildings and allow for ten units per building to be known as SD19-001 Shoal Creek Apartments near the intersection of Overland Road and Comanche Street.

Council Member Peterson made a motion to suspend the rules and leave the regular order of business to consider an amendment to the zoning ordinance. Council Member Bunt seconded. Mayor Cost, Council Member Bunt, Council Member Goldsmith, Council Member Peterson, Council Member Nix and Council Member Herbert voted AYE. NONE OPPOSED. MOTION APPROVED.

Council Member Herbert asked for a recap of the proposal. Sharman Brooks explained the recommendation again. Mayor Cost noted there was significant opposition expressed by neighboring residents during the Public Hearing. The City Clerk read the following:

**ORDINANCE 08122019-300**

**AMENDMENT OF THE MONTEVALLO CODE – OVERLAND ROAD PROPERTIES – SD OF  
THE ZONING ORDINANCE OF THE CITY OF MONTEVALLO**

**WHEREAS**, on February 14, 2012, the Montevally City Council adopted Ordinance No. 06252012, the Zoning Regulations of the City of Montevally; and,

**WHEREAS**, the purpose of this section is to establish a process that enables limited flexibility of plans within the Special District;

**WHEREAS**, the Montevally Planning Commission recommends that it is timely and appropriate to amend this section to allow for three additional apartment buildings and allow for 10 units per building to be known as SD19-001 Shoal Creek Apartments, subject to the subsequent approval of a site plan and traffic study;

**NOW, THEREFORE, BE IT ORDAINED** by the Montevally City Council that the Overland Road Properties - SD of the Zoning Ordinance of the City of Montevally be and the same hereby are amended to allow for three additional apartment buildings and allow for 10 units per building to be known as SD19-001 Shoal Creek Apartments, subject to the subsequent approval of a site plan and traffic study.

**ADOPTED AND APPROVED THIS THE 12<sup>th</sup> DAY OF AUGUST, 2019.**

---

Hollie C. Cost, Mayor

ATTEST:

---

Herman Lehman, City Clerk

Council Member Peterson made a motion to approve the ordinance as read. Council Member Bunt seconded.

Council Member Bunt pointed out the site plan will still need to come back before the Planning Commission and Council, and requires the developer to perform a traffic study.

Council Member Herbert said a traffic study will help answer many concerns.

Mayor Cost said she lives in this neighborhood too and understands everyone's concerns. However, the developer is following our laws. She then called for the vote. Mayor Cost, Council Member Bunt, Council Member Goldsmith, Council Member Peterson and Council Member Herbert voted AYE. Council Member Nix voted NAY . . . MOTION APPROVED.

Council Member Nix made a motion to return to the regular order of business. Council Member Goldsmith seconded. Mayor Cost, Council Member Bunt, Council Member Goldsmith, Council Member Peterson, Council Member Nix and Council Member Herbert voted AYE. NONE OPPOSED. MOTION APPROVED.

Approval of proposed plan for use of the Mahler House – Mayor Cost said the architect has been asked to attend the next meeting and present his recommendation at that time.

Sustainability Committee Recommendation to Modify Garbage Pick-up Schedule - V Adams with Waste Pro explained the proposed schedule. She said it would mirror our leaf and limb schedule. Service would be Monday, Wednesday and Thursday, with recycling on Friday, if we decide to keep it.

Council Member Nix said he thought this was a good plan.

Council Member Herbert agreed.

Council Member Peterson asked about the implementation schedule. Ms. Adams said it would take at least a month.

Council Member Herbert made a motion to approve the schedule change. Council Member Nix seconded. ALL AYES . . . MOTION APPROVED.

Sustainability Committee & Finance Committee Recommendation to hire a Sustainability Coordinator –

Council Member Nix said he was happy to see the Job Description for the position included requiring them to provide “boots on the ground.” He said there is clearly a need to have someone at the Center. However, he expressed concern that regarding what we would do if things didn't work out as planned.

Council Member Herbert said he felt confident this position would help us save money and improve our ecological footprint. He made a motion to approve the position. Council Member Peterson seconded. Council Member Nix voted NAY. ALL OTHERS VOTED AYE . . . MOTION APPROVED.

Finance Committee recommendation to end curbside recycling service –

Council Member Peterson said Waste Pro recommends we end the service. If we keep it, it would cost us \$4.92 per household. Only 40% of our customers use the service, yet 100% would be expected to pay the added cost. Mayor Cost said the increase fee for curbside recycling will cost us an additional \$100,000. She noted the trade-off is to focus our efforts on the Recycling Center.

Council Member Bunt asked if this would be a temporary halt.

Council Member Peterson explained that for no, it would be stopped. No one wants to do this, but we really have no choice.

Council Member Herbert agreed, but pointed out we still have the Recycling Center. If we kept curbside, costs would go up for all households.

Council Member Nix made a motion to end curbside recycling as recommended. Council Member Goldsmith seconded. Council Member Bunt ABSTAINED. ALL OTHERS VOTED AYE . . . MOTION APPROVED.

Finance Committee recommendation to contract with ADP to provide payroll and HR services -

Financial  
Review

## Investment Summary

Quote Number  
02-2019-911142.1



### Company Information

City of Montevallo  
545 Main St  
Montevallo, AL 35115  
United States

### Executive Contact

Herman Lehman  
City Clerk  
[hlehman@cityofmontevallo.com](mailto:hlehman@cityofmontevallo.com)  
(205) 665-2555



93

Total  
Employees



\$2,400.00

Implementation  
Costs



\$17,217.58

Total Annual  
Investment

### Expiration

8/10/2019

### ADP Sales Associate

Drew Kempton  
District Manager  
[drew.kempton@adp.com](mailto:drew.kempton@adp.com)  
404-509-9914

This is a Proposal only. Fees are estimates and are subject to change. Additional Fees may be incurred if other services are purchased or for fee change including, but not limited to, additional items as needed for activation. Please consult with your sales representative for further details. \* Additional W2 processing fees apply. ©2019 ADP, LLC ADP and the ADP Logo are registered trademarks of ADP, LLC (ADP-Check is a trademark of ADP, LLC and is a registered service mark of ADP, LLC)

**Processing Fees and Considerations**

Number of Employees: 93 on City of Montevallo

 <b>Per Processing</b>	Count	Min	Base	Rate	BI-Weekly	Annual
Workforce Now Payroll Solutions	93	-	\$43.70	\$5.41	\$546.83	\$14,217.58
<ul style="list-style-type: none"> <li>• Enhanced Payroll</li> <li>• Enhanced HR</li> <li>• Benefits Administration</li> <li>• Document Cloud</li> <li>• HR Assist</li> <li>• Essential Time</li> </ul>						

 <b>Monthly Processing</b>	Count	Min	Base	Rate	Monthly	Annual
InTouch Bar-Code Time Clock Subscription	3	-	-	\$73.33	\$220.00	\$2,640.00
InTouch Biometric Finger Scan Subscription	3	-	-	\$10.00	\$30.00	\$360.00
Additional Jurisdiction (if applicable)	2+			\$8.95/month		
International Employees Rate (if applicable)				\$3.00/month		

 <b>Total Annual Investment</b>	Total Annual
Workforce Now Services	<u><u>\$17,217.58</u></u>

 <b>Other Considerations</b>	Count	Rate	Setup
Hardware and Other Fees			
<ul style="list-style-type: none"> <li>• Professional Services: Pay Check History Conversion</li> </ul>	1	\$2,400.00	\$2,400.00
Implementation			

 <b>Total Other Considerations</b>	Total Setup
Implementation and Setup	\$12,400.00
Implementation Discount Value	(\$10,000.00)
Estimated Total Net Implementation	<u><u>\$2,400.00</u></u>

This is a proposal only. Fees are estimates and are subject to change. Additional fees may be incurred if other services are purchased or for tax filings including, but not limited to, additional states or applied for licenses. Please consult with your sales representative for further details. Additional W-9 processing fees apply. ©2010 ADP, LLC ADP and the ADP Logo are registered trademarks of ADP, LLC (ADP Check is a trademark of ADP, LLC and is a registered service mark of ADP, LLC).

## Important Project and Billing Information

### Product

Billing for Payroll Processing Services, HCM and any module bundled into the single per employee per processing fee for payroll, is billed immediately following the client's first payroll processing. The billing count is based on the number of pays submitted during each processing period, therefore total billing may fluctuate.

Billing for all modules bundled under HCM Solutions will begin on the date the ADP Product or Service is available for use by the client in a production environment. The billing count is based on all unique lives in the database paid in the previous calendar month. Any non-terminated employees based outside the United States will be billed separately as International Employees.

History Conversion: The services noted on this sales order are performed by ADP Professional Services and are for companies with less than 1000 active employees with a maximum of 5000 total records (a combination of both active and terminated lives) with data coming from a single data base source. Conversion of history from a database with a greater number of records or from multiple databases must be quoted via a customized statement of work. For additional Terms see Annex X of the Master Service Agreement

### Other

ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date.

Expiration Date: 8/10/2019

Summary			
Estimated Annual Net Investment:	\$17,217.58	Total Net Implementation:	\$2,400.00

The ADP Services listed on this Sales Order and the fees for such services set forth above are not final and remain subject to approval by ADP Finance in all respects. Once final, Client will receive a revised final, executable sales order to be signed by both ADP and Client.

This is a Proposal only. Fees are estimates and are subject to change. Additional fees may be incurred if other services are purchased or for fee items including, but not limited to, additional users or updated for statuses. Please consult with your sales representative for further details. Additional W2 processing fees apply. ©2010 ADP, LLC. ADP and the ADP Logo are registered trademarks of ADP, LLC. ADP Check is a trademark of ADP, LLC and is a registered service mark of ADP, LLC.

The City Clerk and Lisa Terrill, the Assistant Clerk, explained the request. Council Member Bunt expressed her desire to see Shelby County businesses hired to fill these roles.

Council Member Peterson made a motion to approve the contract with ADP. Council Member Herbert seconded. ALL AYES . . . MOTION APPROVED.

Recommendation to contract with IT in a Box to provide IT and website services –

## IT IN A BOX AGREEMENT

This **AGREEMENT** ("Agreement") is entered into by and between Sophicity ("Sophicity") and City of Montevallo, AL ("Client"). This Agreement will become effective on the date of signing by both parties and shall remain in force until terminated by either party. Sophicity or Client may terminate this agreement by sending **thirty (30) days** notice of non-renewal to the other party.

### GUARANTEE

- **Love I.T.** If we don't meet your expectations, then cancel the service!
- **Flat monthly fee.** No hourly charges. Predictable!
- **No upfront project fees.** Onboarding, equipment, & setup included!
- **Flexible.** Increase or decrease your number of users any time!
- **Proven.** Tailored for cities!



**Services.** Sophicity agrees to provide to Client the **IT in a Box** product offering consisting of the services ("Services") outlined on page 4 of this Agreement. Support does not include custom developed software. If client does not have valid software licenses, media, and active vendor support agreements in place, Sophicity will not provide support for the software or hardware.

**Compensation.** Client shall pay compensation to Sophicity for the Services to be provided hereunder at the rate of the Client's current month's subscription level. The Client's subscription level at signing is outlined on page 5 of this Agreement. Changes to the Client's subscription level must be provided in writing or email by Client to Sophicity. Fees are billed in advance on a monthly basis. The initial month will be prorated. Future months will be billed on the 20th of each month for the upcoming month and will be due and payable on the 1st of every month. Fees will adjust annually each January 1st in accordance with the Bureau of Labor Statistics of the U.S. Department of Labor for the change in Consumer Price Index (<http://www.bls.gov/cpi/>) All Urban Consumers (CPI-U) or by 3%, whichever is higher.

**Expenses.** Client shall reimburse Sophicity for out-of-pocket expenses incurred by Sophicity in the discharge of its obligations under this Agreement. The following travel expenses from Sophicity's offices will be billed to Client: mileage at the IRS approved rate and actual out of pocket travel expenses incurred including reasonable hotel, car rental, meals, and air fare. Expenses incurred by third-party vendors will be paid by Client.

**Confidentiality.** "Confidential Information" of Sophicity or the Client means any nonpublic, proprietary information or technology used in each party's respective business, and any materials evidencing the same, including, without limitation, certain business and financial information, concepts, flow charts and trade secrets concerning their respective business, operations and assets. Unless approved in advance in writing or is required to be disclosed by a government agency, by court order, by subpoena or by law, neither Sophicity nor the Client, nor any of their respective employees, will disclose, transfer, distribute or allow access to any Confidential Information of the other party to third parties (other than representatives of either party, and only after such third parties have been approved in writing by the party whose Confidential Information will be disclosed, and have acknowledged in writing the binding effect of these restrictions). Each party to this Agreement will notify in writing the other party to this agreement of any request, requirement, subpoena or court order to disclose Confidential Information of the other party. The party that regards such information as Confidential Information shall be responsible for seeking a protective order or such other appropriate remedy at law or equity as will protect the information.

Sophicity and Client will honor the confidentiality of material provided by either party to the extent those materials are not subject to disclosure under Alabama Law.

**Intellectual Property.** Unless otherwise agreed to in a signed written document that discusses the relevant intellectual property in a specific and detailed manner, any and all Inventions (defined below) and Works Made for Hire (defined below) made, generated or

conceived by Sophicity at any time during the term of this Agreement that relate directly to this Agreement and the products and/or Services which Sophicity is providing to Client hereunder, whether alone or with the assistance of others, whether or not made, generated or conceived during normal business hours, and whether or not this Agreement is terminated for any reason, shall be owned solely by Sophicity, and Client hereby irrevocably agrees to assign and transfer, and Client automatically assigns and transfers, at the time of creation of such Inventions and Works Made for Hire, without any requirement of further consideration, to Sophicity all of Client's right, title and interest in and to any and all such Inventions and Works Made for Hire (if any). Upon Sophicity request, Client will promptly (a) execute, acknowledge and deliver any requested instruments, affidavits and documents of assignment and conveyance, (b) obtain and aid in the enforcement of copyrights and patents with respect to the above-described Inventions and Works Made for Hire in any countries, (c) provide testimony in connection with any proceeding affecting the right, title and interest of Sophicity in any of the above-described Inventions and Works Made for Hire, and (d) perform any other acts deemed necessary or desirable by Sophicity to carry out the purposes of this section, including giving full and proper effect to the foregoing assignment and enabling Sophicity to obtain patent, copyright or any other form of intellectual property protection in any countries. The foregoing obligations shall survive the termination, for any reason, of this Agreement. For purposes of this section, "Inventions" means any and all discoveries, improvements, innovations, ideas, formulae, devices, systems, software programs, processes, products and any other creations similar thereto, and "Works Made for Hire" means any and all "work made for hire," as that term is defined in Section 101 of the United States Copyright Law, Title 17 of the United States Code, as amended.

**Non-Solicitation; Non-Circumvention.** Client agrees that during the term of this Agreement, and for two (2) years following the termination of this Agreement, whether such termination is voluntary or involuntary, with or without cause, Client will not, without Sophicity's prior written consent, either for themselves or any person or entity, solicit, recruit, hire or attempt to solicit, recruit or hire, directly or indirectly, any employee, subcontractor or others who were hired to perform services for Client through Sophicity, or who are performing services for Client through Sophicity at the time of any such occurrence, and whom Client has material contact during any such engagement, for the purpose of encouraging such person to leave or to refrain from employment with Sophicity. All Services must be coordinated through Sophicity, and all compensation due and payable for the Services of any and every kind must be remitted to Sophicity directly.

**Limitation of Liability.** Except in the case of intentional, willful or wanton conduct, Sophicity will not be liable to Client for any damages, claims or costs whatsoever or any consequential, indirect, incidental damages, or any lost profits, lost savings, loss of data or other information for the provision of products or services under this agreement, even if a Sophicity representative has been advised of the possibility of such loss, damages, claims or costs or for any claim by any third party. The foregoing limitations and exclusions apply to the extent permitted by applicable law in the state of Alabama. Except in the case of intentional, willful or wanton conduct, Sophicity's aggregate liability shall be limited to the amount Client has paid for contracted services during the last three (3) months. Under no circumstances, to the fullest extent permitted by Alabama law, shall Sophicity's total liability to Client exceed one million dollars per occurrence and two million dollars general aggregate, less the deductible.

**Force Majeure.** Any delay in or failure of performance by Sophicity under this Agreement will be excused (and will not constitute default hereunder or give rise to any claims for damages), if such delay or failure is caused by "Force Majeure." As used in this Agreement, the term "Force Majeure" means war, mobilization, revolution, civil commotion, riot, act of terrorism, strike or lock-out, flood, hurricane, similar storm or other action of the elements, act of GOD or the public enemy, failure of subcontractors or vendors to complete work as promised (provided that such failure was due to an event or circumstance that would have been a Force Majeure if it had been experienced directly by Sophicity), and any other cause which is beyond the reasonable control of Sophicity.

**Relationship.** The parties acknowledge that Sophicity shall perform the Services hereunder as an independent contractor and nothing contained herein shall be deemed to create any joint venture, partnership, or agency or employee relationship between the parties hereto, nor shall either party have the right, power, or authority whether express or implied, to incur any liability on behalf of the other party. The parties further acknowledge that Client will have no obligation whatsoever to provide any employee benefits or privileges of any kind or nature to Sophicity, its agents, employees, or subcontractors, including, without limitation, insurance benefits or pension benefits. Further, Sophicity acknowledges that Client is not responsible to collect or withhold federal, state, or local taxes, including income taxes and social security taxes, and that any and all such taxes imposed as a result of this Agreement shall be paid by Sophicity.

**Third Party Beneficiaries.** This Agreement was drafted for the benefit of the parties to this Agreement only. No other parties other than Sophicity and Client have any legal rights under this Agreement, and no other parties other than Sophicity and Client may rely on the provisions of this Agreement.

**Notice.** Any notice to be provided hereunder shall be delivered by certified mail, return receipt requested, or by reputable overnight courier to the following addresses: Sophicity 5815 Windward Pkwy Suite 302 Alpharetta, GA 30005 and City of Montevallo 541 Main Street Montevallo, AL 35115.

**Entire Agreement.** This Agreement embodies the complete agreement of the parties and supersedes any other agreements, written or oral, between the parties. No amendment or modification of this Agreement shall be valid or binding upon Client or Sophicity unless made in writing and signed by the parties.

**Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

**Non-waiver.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the laws of the state of Alabama without regard to Alabama's conflict of law provisions.

**Binding.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, successors, and assigns. Neither party may assign without prior written consent of the other party.

**Captions.** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any Clause or provision hereof.

## IT IN A BOX AGREEMENT

## SERVICES

# IT in a Box

A complete IT solution for city governments.

## Cybersecurity and Computer Maintenance

IT in a Box guards against cyberattacks by keeping your computers patched, protected, and healthy. Includes always-on monitoring and alerting for issues, enterprise-class antivirus protection, automated computer maintenance, and ongoing software patching to keep you secure.

## 24x7 Helpdesk

IT in a Box's U.S. based helpdesk provides cities both remote and onsite support. You will talk to senior IT engineers with many years of experience supporting municipal staff and applications. Available 24x7x365, our helpdesk supports your municipal staff in the office, working from home, and on the road.

## Data Backup and Disaster Recovery

Onsite data backup for quick recovery after events like a server failure. Unlimited offsite data backup for worst-case scenario recovery after a major incident like a natural disaster. Real-time monitoring to quickly address data backup issues and quarterly testing to verify your disaster recovery.

## Records / Document Management and Email

Software and policies to protect your city records, documents, and email. Reliably archive, retain, access, and delete information according to your record retention schedules—and we even help you process Open Records Requests. Also includes Microsoft Office Professional Plus and city email with 50GB of mailbox storage for each user.

## Video Archiving

No more buying additional expensive storage for video. We provide unlimited offsite video storage to meet state record retention policies. As your squad car and body camera video continue to grow at a rapid pace, your storage costs do not change.

Who guarantees  
IT services  
based on your  
expectations?

**WE DO!**

## Our GUARANTEE

- > **Love I.T.** If we don't meet your expectations, then cancel the service!
- > **Flat monthly fee.** No hourly charges. Predictable!
- > **No upfront project fees.** Onboarding, equipment, and setup included!
- > **Flexible.** Increase or decrease your number of users any time!
- > **Proven.** Tailored for cities!

## Policy and Compliance

We help you adopt best practices and policies that address information security risks and assist with audits. By making sure your staff is knowledgeable and prepared, we help your city comply with the law and lessen your risk of falling victim to the latest external and internal threats.

## Website

We provide you a modern website with a custom design that will reflect your community well online. To save you time, submit your website updates to us and we'll post them for you.

## Vendor Management and Procurement

No more frustrating calls with vendors. We've got it! Issues with your software or hardware vendor? Call us for support. Need a new computer? Call us and we'll procure it.



## IT IN A BOX AGREEMENT

THE TABLE BELOW OUTLINES THE FEES PER THE RESPONSIBILITIES DETAILED ABOVE.

ONBOARDING FEES				
PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
ITnB-Onboarding	IT in a Box onboarding, setup, deployment, and expenses.	1	\$1,000.00	\$1,000.00
ITnB-Discount	IT in a Box discount. Refer to the message below. <sup>1</sup>	1	-\$1,000.00	-\$1,000.00
Message: <sup>1</sup>	ALM Onboarding Discount.		Onboarding Fee	\$0.00
MONTHLY FEES				
PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
ITnB-Gold-020	IT in a Box Gold coverage for 20 PCs and 6 Servers providing Cybersecurity & Computer Maintenance, 24x7 Helpdesk (onsite & remote), Data Backup & Disaster Recovery for 6 Servers, Records/Document Management, Email, Microsoft Office, Video Archiving, Policy & Compliance, Website, and Vendor Management & Procurement.	1	\$3,880.00	\$3,880.00
ITnB-Silver-PC	IT in a Box Silver coverage per PC providing Cybersecurity & Computer Maintenance, 24x7 Helpdesk (remote), and Vendor Management & Procurement.	4	\$72.04	\$288.16
ITnB-Bronze-PC	IT in a Box Bronze coverage per PC providing Cybersecurity & Computer Maintenance.	33	\$17.39	\$573.87
ITnB-Email	IT in a Box email coverage per individual. Email includes 50 GB of mailbox storage, Outlook support, rich Browser Access (Outlook Web Access), rich Mobile Access (ActiveSync), shared calendars and contacts, anti-malware, and anti-spam.	21	\$8.70	\$182.70
ITnB-Discount	IT in a Box discount. Refer to the message below. <sup>2</sup>	1	-\$738.71	-\$738.71
Message: <sup>2</sup>	15% ALM Member Discount for the first 12 months		Fee/mo	\$4,186.02
Assumptions:	If the number of servers, PCs, or devices change, the price will adjust accordingly on a monthly basis.		Fee/yr	\$50,232.25

## SIGNATURES

Once again, Council Member Bunt stressed the importance of hiring local vendors.

Council Member Peterson said he recommended this firm. Our city lacks proper security and other necessary IT safeguards.

Council Member Bunt said there are other local companies that can provide this same service.

Council Member Nix said the League of Municipalities has endorsed this firm.

Council Member Peterson said the City of Vincent completed a yearlong trial with this firm. They did a great job for them. They know all of the unique requirements for cities that typical IT firms do not. Council Member Peterson then made a recommendation to approve the contract. Council Member Nix seconded. Council Member Bunt voted NAY. ALL OTHERS VOTED AYE . . . MOTION APPROVED.

Recommendation to contract with Garver to serve as City Engineer –

Matthew Burgess, an engineer with Garver, addressed the Council and answered their questions.

Mayor Cost said we worked with Mr. Burgess when he was with our current engineering company and were extremely pleased with the service we received from him.

Council Member Herbert made a motion to approve the contract with Garver. Council Member Bunt seconded. ALL AYES . . . MOTION APPROVED.

### **Old Business:**

Update on proposed contract with the Regional Planning Commission of Greater Birmingham – Lindsay Puckett with GBRPC and Sharman Brooks with SCDS

As discussed earlier, Mayor Cost said it time for us to update our Comp Plan. As we also discussed earlier, a Comp Plan is critical to the future land use and zoning for our city and we need to make sure we do it right. That is why she supports us contracting with GBRPC.

In response to a question from Council Member Nix, the City Clerk explained that funding for this project would come from the Regions Capital Reserve.

Sharman Brooks reiterated that Shelby County will help with the process and assist the RPC in any way they can.

Council Member Nix made ca motion to contract with GBRPC to update our Comprehensive Plan. Council Member Bunt seconded. ALL AYES . . . MOTION APPROVED.

### **Board Appointments:**

Nomination of one member to the County Board of Equalization – Bobby Pierson volunteered to serve as a member of the Board of Equalization, if selected by the County.

Council Member Nix made a motion to approve the updated Board Member list as detailed. Council Member Peterson seconded. ALL AYES . . . MOTION APPROVED.

Board of Equalization – Bobby Pierson

Zoning Board of Adjustments (BZA) –

Susan Fulmer	7/1/2020 (Reappoint)
James Salter	7/1/2020 (Reappoint)
OPEN	7/1/2022
OPEN	7/1/2022
Supernumerary	7/1/2020
Supernumerary	7/1/2022

Personnel Board –

Bill Glosson	7/7/2020 (Reappoint)
Billy Mack Lee	7/7/2020 (Reappoint)
Bart Ferguson	7/7/2020 (Reappoint)

Planning Commission –

Donnie Norris	4/8/2024 (Reappoint)
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Water & Sewer Board –

Roger Wheeler	9/11/2025 (Reappoint)
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Park & Recreation Board –

Cameron Strauss

Council Member Bunt asked for an updated list of all the board members. Maggie Benson, Assistant to the Mayor, said she is working on updating that list and would get it to the Council.

**Other Business:** NONE

### **Citizen Participation:**

Bobby Pierson thanked the Council for the board nomination. With all of the development and other progress going on in Montevallo, he reiterated the need to pay for a fulltime Mayor and Council. He also said we need a paid fire department.

Mayor Cost said by State Code we have until February to make a decision regarding pay for the Mayor and Council.

Susan Godwyn complimented the Mayor and Council for their decision regarding hiring the RPC.

Jill Wicknick asked the status of the White Goods collection proposal.

Mayor Cost explained that the service would be very expensive, but that the Sustainability Committee is still considering all of our options in that regard.

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 7:51 p.m.

Submitted by:

Herman Lehman  
City Clerk