

MINUTES OF A SPECIAL MEETING OF
THE MAYOR PRO-TEM AND CITY COUNCIL OF
THE CITY OF HAMILTON, ALABAMA

June 23, 2009

Proper notice having been given, a Special Meeting of the Mayor Pro-Tem and City Council was held on Tuesday, June 23, 2009 at 12:00 p.m. in the Mayor's Office. Those present were:

Mayor Pro-Tem	Annette Sherrill
Council:	McDavid Franks April Steele Paul Stidham
Absent:	Mayor Bobby Holliday Scotty Sanderson
City Clerk:	Jan Williams
Guests:	Scott Hunt Kathryn Hirshfield Nathan Willingham Kelly Keeton

Mayor Pro-Tem Annette Sherrill called the meeting to order and stated the purpose of the meeting is to discuss and approve a contract between City of Hamilton and SMW Engineering and also approve three Resolutions pertaining to the downtown revitalization plan for downtown Hamilton.

At this time Nathan Willingham with Northwest Alabama Council of Local Governments gave an overview of the three Resolutions pertaining to the downtown revitalization plan for downtown Hamilton.

McDavid Franks made a motion to approve Resolution 2009-5-23-A authorizing and approving application to the State of Alabama (ADECA) CDBG Planning Fund. April Steele seconded the motion which passed unanimously.

RESOLUTION 2009-5-23-A
AUTHORIZING AND APPROVING APPLICATION
To the State of Alabama (ADECA) CDBG Planning Fund

WHEREAS, the City of Hamilton desires to develop a commercial business district revitalization plan for its downtown,

AND WHEREAS, grant funding for such urban planning is available through the State of Alabama (ADECA) Community Development Block Grant Program,

AND WHEREAS, the City of Hamilton concurs with objectives, needs and program activities proposed therein,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF HAMILTON:

1. That the City of Hamilton shall submit an application to the State of Alabama Community Development Block Grant Program for \$32,000.00 in grant funding to develop a comprehensive plan for its incorporated limits.
2. That, should the project be approved, the City of Hamilton shall pledge \$8,000.00 in match funding to support the proposed planning actions.
3. That the Mayor is duly authorized to sign said application for and act on behalf of the City of Hamilton and is further authorized to execute all other documents required for application or disbursement of funds to develop a comprehensive plan for the City of Hamilton.

ADOPTED THIS THE _____ DAY OF June, 2009.

SEAL:

ATTEST:

City Clerk

Mayor

Paul Stidham made a motion to approve Resolution 2009-5-23-B authorizing the implementation plan for limited English proficiency persons for the City of Hamilton, Alabama. April Steele seconded the motion. All voted "Yes".

**RESOLUTION 2009-5-23-B
AUTHORIZING THE IMPLEMENTATION
OF A FOUR-FACTOR ANALYSIS AND LANGUAGE ACTION PLAN
FOR LIMITED ENGLISH PROFICIENCY PERSONS
FOR THE CITY OF HAMILTON, ALABAMA**

WHEREAS, the City of Hamilton plans to apply to the Alabama Department of Economic and Community Affairs for CDBG Grant Funding in an effort to provide for the development of a downtown revitalization plan; and,

WHEREAS, the City of Hamilton in an effort to remain in compliance with CDBG standard must authorize a Four-Factor Analysis and Language Access Plan for Limited English Proficiency Persons;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF HAMILTON, that the City of Hamilton does hereby authorize implementation of the noted Four-Factor Analysis and Language Access Plan for Limited English Proficiency Persons to remain compliant with ADECA CDBG standard and Executive Order 13166,

ADPOTED this the ____ day of June, 2009.

SEAL:

ATTEST:

City Clerk

Mayor

McDavid Franks made a motion to approve Resolution 2009-5-23-C prevention/elimination of slums or blight. Paul Stidham seconded the motion and all voted in favor.

RESOLUTION 2009-5-23-C

WHEREAS, the City of Hamilton desires to reclaim the economic vitality of its downtown central business district,

AND WHEREAS, the boundaries of the downtown central business district for purposes of the CDBG 2009 Application are defined as follows:

Beginning at the intersection of 1st Avenue NE and U.S. Highway 43, continuing south with U.S. Highway 43 to the intersection of U.S. Highway 43 and 2nd Avenue SE, continuing west with 2nd Avenue to the intersection of 2nd Avenue SE and 2nd Street SW, continuing north with 2nd Street SW to the intersection of 2nd Street SW and 1st Avenue NW, continuing east with 1st Avenue NW to the intersection of 1st Avenue NW and 1st Street NW, continuing south with 1st Street NW to the intersection of 1st Street NW and Bexar Avenue, continuing east with Bexar Avenue to the intersection of Bexar Avenue and U.S. Highway 43 approximately 350 feet south of original point of beginning; and encompassing all properties located within this district or adjacent thereto.

AND WHEREAS, the boundaries as described above for the downtown central business district are shown on the application map submitted to the Alabama Department of Economic and Community Affairs,

AND WHEREAS, a description of the conditions that qualified this area for designation as slum and blighted are provided in the CDBG application submitted to the Alabama Department of Economic and Community Affairs,

NOW, THEREFORE BE IT RESOLVED:

that based upon a survey conducted by city officials in April and May of 2009 the aforementioned area meets the HUD National Objective of the prevention/elimination of slums or blight.

ADOPTED THIS THE __ DAY OF June , 2009.

(SEAL)

Attest: _____
City Clerk

Mayor

At this time Paul Stidham made a motion to approve a contract between the City of Hamilton and SMW Engineering for consultant services with amendment to item number eight to reflect Marion County, Alabama. McDavid Franks seconded the motion and voting was as follows: Ayes: Mayor Pro-Tem Annette Sherrill, McDavid Franks, April Steele, and Paul Stidham. Nays: None.

CONTRACT FOR CONSULTANT SERVICES

This Contract for Consultant Services (“the Contract”) is made and entered into by and between City of Hamilton & **SMW Engineering**, a corporation with its principal place of business located in **Hoover, Alabama** (“the Consultant”).

WHEREAS, the Consultant is a corporation authorized to do business in the State of Alabama, and has represented to City of Hamilton that it is experienced in grant writing and finding financial resources for cities, counties and non-profit organizations, and is desirous of assisting City of Hamilton in obtaining certain governmental funds and other grants for the purpose of enabling the client to carry out its governmental functions;

WHEREAS, the Client is desirous of entering into a Contract with the Consultant for the purpose of providing certain consultant services as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. **Consultant Services**: The Consultant shall provide consultant services to the Client in accordance with the terms of this Contract and in accordance with the applicable provisions of the *Code of Alabama (1975, as amended)*, and any applicable state rules and regulations and any applicable federal and local statute ordinances, rules, and regulations.

1.1 The Consultant will provide for the Client consultant services in connection with the following areas:

- a. Assistance to Firefighters Fire Station Construction Grants (SCG)
Services provided by Consultant: Grant application and grant management.

Deadline for submission to FEMA is JULY 10, 2009@ 4p.m.central

2. **Compensation**: The percentage charged by SMW will be five percent (5%) of the total amount of the grant it is responsible for obtaining on behalf of the Client. The fee will be paid by the City only if the grant is awarded. In the case of SCG, grant writing services are not refundable under the guidelines. Therefore, the City of Hamilton will be responsible for the five (5%) grant writing fee if awarded.

3. **Professional Standards:** Consultant agrees that all services provided in connection with this Contract shall be provided in accordance with such standards of professional ethics and practice, as are applicable in the Consultant field.

4. **Terms of Contract:** This Contract shall commence on the date of execution by the parties and shall continue in full force and effect for a period of one year thereafter or until grant has been closed.

5. **Confidentiality:** The Consultant recognizes that it is necessary that it keeps any confidential information which it receives from the Client in a confidential manner and only use that information for the purpose of obtaining funds that it seeks to obtain for the Client.

6. **Successors and Assigns:** This Agreement is personal to the parties hereto and neither party may assign this Agreement or any part hereof, without the prior written consent of the other. This Agreement shall be to the benefit of and be binding upon the successors in interest and permitted assigns of the parties.

7. **Governing Laws:** This Contract shall be governed by the laws of the State of Alabama, without regard to conflict of laws.

8. **Venue:** In the event any questions arise over the interpretation or enforcement of this Agreement, the parties agree and hereby submit themselves to the jurisdiction of Marion County, Alabama.

10. **Entire Agreement:** This Agreement sets forth the entire agreement between the parties relating to the subject matter hereof and stands in the place of any previous agreement, whether verbal or written. The parties agree that no amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by both parties.

11. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

12. **Notices:** Any notice required by this Contract or other communication to either party where the other shall be deemed given when made in writing and delivered either by hand-mail, or by depositing in the United States Mail, postage prepaid, addressed as follows or by facsimile sent to the following:

**To: City of Hamilton
422 Second Street SW
Hamilton, Alabama 35570**

**To: SMW Engineering Group, Inc.
1550 Woods of Riverchase Drive Suite 100
Hoover, Alabama 35244
205.252.6985
205.320.1504**

13. **Payment Terms:** Payment for grant services rendered will be invoiced upon funding of said grant. If payment due is not received within thirty (30) days from date of invoice, the amounts due shall automatically include a late charge of 1½% per month, calculated from said thirtieth (30th) day. Should SMW Engineering Group, Inc. incur attorney's fee for collection of payment, the amount owed to SMW Engineering Group, Inc. shall include any and all said fees. In addition, SMW Engineering Group, Inc. reserves the right to suspend services under this agreement until such time as payment in full for all amounts due has been received for services rendered and expenses incurred.

NOTHING HEREIN SHALL BE DEEMED TO IMPOSE ANY LIABILITY OR OBLIGATION UPON THE CITY OF HAMILTON BEYOND THE STATUTORY PROVISIONS REGARDING MUNICIPAL LIABILITIES SET FORTH IN THE CODE OF ALABAMA AND UNDER OTHER APPLICABLE LAW, INCLUDING BUT NOT NECESSARILY LIMITED TO CODE OF ALABAMA (1975) 11-93-2

Client: City of Hamilton

By: _____ **Date:** _____

SMW Engineering Group, Inc.

By: _____ **Date:** _____

April Steele made a motion that this meeting be adjourned. Paul Stidham seconded the motion, following a unanimous consent in favor Mayor Pro-Tem Annette Sherrill declared the meeting adjourned.

City Clerk

Mayor

