

**MINUTES**

**Montevallo City Council Work Session  
April 22, 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 Matt Walker was absent.**

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

Josh Cameron with Shelby County Development Services presented a request to release the sealcoat bond on The Lakes at Hidden Forest Phase 3.

**SUBDIVISION REGULATIONS  
of  
Montevallo, Alabama**

**AGREEMENT**

THIS AGREEMENT entered into and between Birmingham LD, LLC  
hereinafter called the Subdivider, and the Montevallo City Council hereinafter called the Council, acting by and through the Montevallo Planning Commission, hereinafter called the Planning Commission.

**WITNESSETH**

WHEREAS, the Subdivider has submitted to the Planning Commission a final plat of a proposed development to be known as **Hidden Forest Phase III** and the Planning Commission has decided in accordance with Appendix C Section 13 of its Subdivision Regulations that, conditioned upon the agreement and bond of the Subdivider hereinafter set out and provided for, the requirements set out in Appendix C Section 13 need not be met prior to approval of said final plat.

NOW, THEREFORE, the Subdivider agrees with the Council as hereinafter set forth in paragraphs 1, 2, 3, and 4 hereof.

1. The Subdivider shall by **April 3, 2020** construct and install in or with respect to said proposed subdivision all improvements and utilities as defined by maps and resolutions of the Planning Commission dated **September 6, 2017**.
2. In the event the Subdivider shall fail in whole or in part to complete within said time (or such additional time, if any, as may be granted) the construction and installation provided for by paragraph 1. above, the Council shall have the right at the cost and expense of the Subdivider to complete the same or cause the same to be completed, and the Subdivider hereby grants unto the Council all rights necessary or appropriate to enable the Council so to do.
3. In consideration of the premises and of the foregoing agreement of the Subdivider and of the furnishing of proper bond (the amount of which is to be determined by the City Engineer) to secure the faithful performance of such agreement and the actual construction and installation of the aforesaid improvements and utilities within the time specified, the Planning Commission agrees that it will not require installation or construction of the aforesaid improvements and utilities prior to approval of said plat, but that in lieu of the completion of such improvements and utilities prior to approval of said final plat it will accept the aforesaid agreement of the Subdivider and the aforesaid performance bond of the Subdivider and by its surety.
4. The consideration for this agreement by the Subdivider is to induce the Council to grant final approval of said subdivision or plat prior to the completion of the work above described. Said Subdivider further recognizes that said consideration is full, complete, and sufficient as stated and further said Subdivider recognizes the authority of said Council to enter into and execute this agreement and further recognize the authority of said Council to require the improvements and work as set out in said Agreement.

ENTERED into this 2 day of April 2019.

Attest:

*[Signature]*

Subdividers: Birmingham LD, LLC

DACFW MGE  
**(Print and Sign Name)**

Please **Print** Contact Information:  
Responsible Party: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Montevallo City Council  
By Montevallo Planning Commission  
By: [Signature]  
Montevallo City Clerk

**CHANGE RIDER**

To be attached to and form a part of Bond No. B3242372

Executed by Birmingham LD, LLC

as Principal and by **THE CINCINNATI INSURANCE COMPANY**, as Surety,

in favor of City of Montevallo

as Obligee and effective as of 3/29/2019  
(original effective date of bond)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing the amount of the bond

From: \$75,000

To: \$112,500

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated. This rider is effective on the 12th day of April, 2019

Birmingham LD, LLC  
Principal

Accepted:

**THE CINCINNATI INSURANCE COMPANY**

[Signature] By [Signature]  
Obligee Attorney-in-fact

Mary Ann Justico

By [Signature]  
Title



THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Marty C. Clark; Sam B. Hiller; Larry R. Clark; Scott R. Clark; Janice A. Butler; Elizabeth A. Solomon; Shannon C. Schmidly; Mary Ann Justice and/or William Scott Whittenberg

of Fort Smith, Arkansas its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Twenty Million and No/100 Dollars (\$20,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 19th day of December, 2018.



STATE OF OHIO ) ss:
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Justice, Vice President

On this 19th day of December, 2018, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Keith Collett, Attorney at Law, Notary Public - State of Ohio

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 12th day of April, 2019



BN-1005 (12/18)

Signature of Scott R. Olson, Secretary

# AIA Document A312™ – 2010

## Performance Bond

**CONTRACTOR:**  
*(Name, legal status and address)*  
Birmingham LD, LLC  
P. O. Box 10560  
Fayetteville, Arkansas 72703

**SURETY:**  
*(Name, legal status and principal place of business)*  
Cincinnati Insurance Company  
P. O. Box 145496  
Cincinnati, OH 45250-5496


**OWNER:**  
*(Name, legal status and address)*  
City of Montevallo  
541 Main Street  
Montevallo, Alabama 35115

**CONSTRUCTION CONTRACT**  
Date: 3/29/2019  
Amount: \$ Seventy-five Thousand And No/100THS Dollars (\$75,000.00)  
Description:  
*(Name and location)* Roadways Hidden Forest Phase 3


**BOND**  
Date: 3/29/2019  
*(Not earlier than Construction Contract Date)*

Amount: \$ Seventy-five Thousand And No/100THS Dollars (\$75,000.00)  
Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**  
Company: *(Corporate Seal)*  
Birmingham LD, LLC

Signature:   
Name and Title: *David O. Faye*  
*(Any additional signatures appear on the last page of this Performance Bond.)*

**SURETY**  
Company: *(Corporate Seal)*  
Cincinnati Insurance Company

Signature:   
Name and Title: *Mary Ann Justice*  
Title: **Mary Ann Justice, Attorney-In-Fact**

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**  
BHC Insurance  
P.O. Box 3529  
Fort Smith, Arkansas 72913  
(479) 452-4000

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party):*

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 14 Definitions**

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

<b>CONTRACTOR AS PRINCIPAL</b>	<b>SURETY</b>
Company: _____	Company: _____
<i>(Corporate Seal)</i>	<i>(Corporate Seal)</i>

Signature: _____	Signature: _____
Name and Title: _____	Name and Title: _____
Address: _____	Address: _____

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Marty C. Clark; Sam B. Hiller; Larry R. Clark; Scott R. Clark; Janice A. Butler; Elizabeth A. Solomon; Shannon C. Schmidly; Mary Ann Justice and/or William Scott Whittenberg

of Fort Smith, Arkansas its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Twenty Million and No/100 Dollars (\$20,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 19th day of December, 2018.



STATE OF OHIO ) ss:
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY
Stephen A. Justice
Vice President

On this 19th day of December, 2018, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



KEITH COLLETT, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 29th day of March, 2019



Scott R. Boer
Secretary

BN-1005 (12/18)

Council Member Nix asked how close the development was to being built-out. Mr. Cameron said he wasn't sure, but we usually release the bond when the build-out is around 80% complete. Council Member Nix asked Mr. Cameron to check on that.

Mayor Cost said this item would be added under Other Business.

An Honors Class from the University of Montevallo presented their class project to the Council - The "Playbox." The "Playbox" is a structure which would hold sports equipment and other items which could be used by visitors at the park to engage in play. They plan to



fill the box with items donated by the public. Construct of a single box would be around \$135. They have already received several donations.

Chief Littleton presented the Police Department report:

Montevello 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	126	67									408
Criminal Cases	35	27	17	17									79
Non-Criminal	3	5	7	3									15
Traffic Accidents	13	12	16	11									41
Traffic Citations	181	199	190	85									570
DUI Arrests	5	4	3	0									12
Public Intox Arr	1	1	5	3									7
Alias Arrests	9	28	24	7									59
Juvenile Arrests	0	0	2	1									0
Misd Arrests	4	6	3	2									15
Felony Arrests	1	2	2	1									5
Drug Related	15	8	5	3									3
Total Arrest	35	47	42	17									124
Auto Thefts	0	2	0	0									2
Burglaries	1	1	3	0									4
Auto Recoveries	0	0	0	0									0
Auto Burglaries	1	2	0	0									7
Criminal Mischief	0	4	4	0									14
DV Related	4	7	7	7									14
Assaults	2	5	1	5									8
Fraud/Forgery	0	2	2	0									3
Harass / Reck	2	2	7	6									5
Misc. Offenses	16	19	19	9									45
Robberies	0	0	0	0									0
Thefts / Attempts	11	1	9	4									16
Suicide Attempts	0	0	0	0									0
Suicides	0	0	0	0									0
Deaths	1	0	0	0									1

Karen Kiser  
7:43 AM  
4/18/2019



## Montevallo Police Department Code Enforcement Activity Report

### Inspections this Period:

- \* Checked 78 western Drive - Wt. Ford Explorer with engine removed - Will inspect again before deadline of 3 May 2019.
- \* 1390 Highway 10 - No change - Goes before the Abatement Board on 15 April 2019.
- \* 4600 Highway 119 - No change - Goes Befor the Abatement Board on 15 April 2019.
- \* 4582 Highway 119 - Overgrown - Sent Warning Letter - Deadline 30 April 2019.
- \* 6475 Highway 22 - House torn down but building material still piled up on property. Has not been before Abatement Board due to extending time to finish to 9 June 2019.
- \* Have started Writting Warning Tickets for overgrown/Trash and Debris areas
- \* Doster Drive - Dogs at large - gave warning ticket and/or talked to owner.

### Inspections Pending Continued from Last Period:

- \* 78 western Drive -
- \* 1390 Hwy 10 -
- \* 4600 Hwy 119 -
- \* 6475 Hwy 22 -
- \* 250 Graham Street - Present to the council for extension, 13 May 2019.

### Cases Closed this Period:

- \* Animal Complaint - 3001 Hidden Forest - Barking Dogs - Owner will keep dogs inside.
- \* Animal Complaint - 52 Tomlyn Lane - Abandoned Goat - Owner feeds and waters the goat every other day.

### Other Comments:

- \* Abatement Board - Unable to have a quorum on 15 April 2019 meeting. Will try to reschedule for 29 April 2019.



### Montevallo Police Department Code Enforcement Activity Report

Date: 04/08/2019	Inspection Period 04/08/2019	Inspection Period 04/22/2019
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**Inoperable Vehicle Inspections:**

Inspected: 1	Pending: 1	Closed: 1
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**Animal Complaint Inspections:**

Inspected: 3	Pending: 1	Closed: 2
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**Abandoned Building Inspections:**

Inspected: 3	Pending: 3	Closed: 3
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**Property Inspections:**

Inspected: 6	Pending: 6	Closed: 6
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**Miscellaneous Complaints:**

Inspected: 0	Pending: 0	Closed: 0
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Inspected: 13	Total Inspections this Period: 13	Total Inspections Year to Date: 88
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Chief Reid reported that activity at the Fire Department has been fairly routine. He reminded everyone of the May 1<sup>st</sup> No Burn order.

Kirk Hamby, Director of Public Works, noted that the damage caused by the accident that morning is the responsibility of ALDOT. They were off work today, but they will repair it. His crews are busy cutting right-of-ways. Phase III of the paving project should be underway this summer. Arts Fest was a big success.

Council Member Peterson informed the Council that 21 people participated in ValloCycle's event last week.

Mayor Cost reminded everyone there will be a public forum on May 30th to discuss recycling in Montevallo. She encouraged everyone to attend.

Shane Baugh, Director of Parks & Recreation, said there was a 6 field travel ball tournament in Montevallo last weekend. He said the gates are up at Shoal Creek Park, and that fencing is up next to the bridge to reduce hazards.

Council Member Nix reported the Easter Egg Hunt was a success, despite the weather. They ended up handing out eggs to the kids rather than having them hunt for them. There were probably 125 kids there – they usually have 200-250.

Savannah Kitchens, Director of the Parnell Memorial Library, updated the Council on events at the library.

Abigail Heuton informed the Council of activities by the Montevallo Junior City Council. Moonlight Movies will be held May 11<sup>th</sup>.

Council Member Bunt presented the following:

**Another successful Arts Fest was held this past Saturday in Orr Park.**

## **UPCOMING EVENTS & NEWS**

**UM** - Shelby County Benefit Bash is this Thursday (April 25) at 6 p.m. at the Stewart Student Retreat. \$20 includes food, drinks and game cards for a chance to win great prizes. All proceeds benefit the Emma Dean Nathews Shelby County Scholarship Fund and the Shelby County Alumni Club.

### **MHS & MMS Spring Concert**

Monday, April 29 from 6:30 - 7:30 p.m.

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**Cradle to Career Action Summit, Tuesday, April 30, 4-7 p.m. at The Barn at American Village.** All Montevallo community members, parents, educators, youth, and business owners are invited to the summit to identify and plan for next steps for projects that invest in Montevallo families, schools, and the broader community.

The summit is a culmination of the "Cradle to Career" forum series which began in Montevallo in August of 2018. Discussion and action planning will be based upon feedback received from the community during the forums. However, no previous participation in the forum series is required. All are welcome.

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**American Village** will present **National Day of Prayer Breakfast** on Thursday, May 2 from 8-10 a.m. with Ruth Graham as the speaker.

**UM graduation** will be Saturday, May 4, at 9 a.m. on Flowerhill

**Teacher Appreciation Week** is May 6-10

**MHS graduation** is Monday, May 20 at 7 p.m.

**Sister City Commission** is in the planning process for a trip June 30 - July 9, 2019. Should have the students selected soon.

Steve Gilbert, Director of the Montevillo Chamber of Commerce, thanked Mr. Hamby and Mr. Baugh for everything they and their crews did to help with the Arts Fest event Saturday. He said they counted over 2,500 visitors and had 122 vendors. He also reminded everyone that the Chamber Golf Tournament s Thursday. It starts at 12:30 PM.

Bill Glosson reported for the Historic Preservation Commission. He noted they still have two vacancies. Mayor Cost said she will make her nominations soon.

Courtney Bennet, Director of Montevillo Main Street, invited everyone to our first Friday Nights at the Cove of the season, Friday night from 7-9 PM. It is a free event.

***Montevillo City Council Meeting***  
**April 22, 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 Matt Walker was absent.**

**Pledge of Allegiance**

**Meeting Call to Order**

Mayor Cost called the meeting to order at 6:03 p.m.

**Approval and/or corrections of the minutes – 4/8/19 and 4/17/19 Work Session**

Council Member Peterson made a motion to approve the Minutes from April 8, 2019 as corrected. Council Member Bunt seconded. Council Member Nix ABSTAINED. ALL OTHERS VOTED AYE . . . MOTION APPROVED.

Council Member Nix made a motion to approve the Minutes from April 17, 2019 Special Meeting. Council Member Goldsmith seconded. Council Member Bunt ABSTAINED. ALL OTHERS VOTED AYE . . . MOTION APPROVED

**Recognitions / Awards:** NONE

**Opportunities for citizens to speak to the Council:** NONE

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

**Consent Agenda:** NONE

**New Business:**

MJCC Students' Institute Project Presentation:

Mayor Cost noted these students have been working with the Mathews Center as part of the Student's Institute program. They have developed some ideas regarding how to make Montevallo better for our youth.

The students presented their ideas, including: 1) An Arcade; 2) Escape Room (hangout); 3) Fundraiser Event at Orr Park; and 4) Playbox Program.

My Sister's Place: A representative from the organization presented the following:

Our goal is for each woman to become a graduate from *My Sister's Place* ready and equipped to face life head on without the burdens and limitations of past hurts, habits, and hang-ups.

From 2011 when our ministry began until now, we have served 120 women and 15 children. 74% of the women who complete a nine month program and apply discipleship principles continue to do well.

*My Sister's Place* is a 501c3 non-profit corporation supported by contributions from individuals and businesses. Contributions cover the initial costs of establishing residents on the road to recovery and their additional living expenses.

Residents are also required to pay a weekly fee which partially covers their own support. In addition, each woman is accountable for paying any owed fines, acquiring any missing personal documentation and saving for future independent living.

Your tax deductible contribution to *My Sister's Place, Inc.* is greatly appreciated.

*Jesus said, in John 10:10*  
*"The thief comes only to steal and kill and destroy. I have come that you may have life and have it to the fullest."*


*My Sister's Place, Inc.*  
*exists to help hurting and lost women turn to Christ and have a full and free life as He intended.*



*My Sister's Place, Inc.*

PO Box 1153  
Calera, AL 35040  
205-434-0701

[www.MySistersPlaceAl.com](http://www.MySistersPlaceAl.com)  
[mysistersplaceinc@yahoo.com](mailto:mysistersplaceinc@yahoo.com)

 Follow us on Facebook

Mentoring Church:  
Christian Life Fellowship  
PO Box 1133,  
Calera, Alabama 35040



*A Residential  
Christ-Centered,  
Transitional Home  
where  
Hope is abundant,  
Help is available and  
Healing can begin.*

# *My Sister's Place, Inc.*

## **Our Mission**

Hope for the Hurting—

- Restore hope of women through encouraging and disciplining relationships with Christ

Help for the Helpless—

- Serve the physical and emotional needs of women through the recovery process

Healing for the Humbled —

- Brightening futures with proper life skills to establish solid homes for women and their families

## **Our Commitment**

- Provide a church family where women can
  - ◆ Begin their walk
  - ◆ Belong to a body of believers
  - ◆ Become what God has created them to be
- Establish daily prayer time and weekly support meetings
- Provide a safe, drug and alcohol free living environment
- Provide a structured living that promotes healing and recovery
- Assist women in gaining employment
- Assist women as they resolve pending legal matters
- Offer referrals and guidance on medical matters
- Exhibit love, care and understanding
- Encourage improved life skills
- Weekly in house community meetings
- Assist with transportation

## **Resident's Responsibilities**

Women of *My Sister's Place, Inc.* will:

*Receive guidance in Christian living*

*Remain drug and alcohol free*

*Abide by all Federal and State laws*

*Abide by house rules*

*Obtain approval for any visitors*

*Find and keep employment*

*Contribute weekly support fee*

*Assist with housekeeping*

*Assist with lawn care*

*Obtain and work with a sponsor or mentor*

*Attend all required meetings and classes*

*Attend church services*

*Work toward life goals*

*Maintain a pleasant attitude*

*Dress appropriately*

*Love and accept themselves and others*

Approval of ALDOT Project STPAA-0025(553); Resurfacing, Planing, Striping, Leveling and Patching SR 25 from CR 73 to US 31

The City Clerk explained that this is a request to approve the repaving project along Hwy 25 within Montevallo from Hwy 73 to US Hwy 31 in Calera.

Council Member Peterson made a motion to approve the following Resolution:





Kay Ivey  
Governor

## ALABAMA DEPARTMENT OF TRANSPORTATION

EAST CENTRAL REGION  
OFFICE OF REGION ENGINEER  
100 CORPORATE PARKWAY  
SUITE 450  
HOOVER, AL 35242  
P.O. BOX 382348  
BIRMINGHAM, AL 35238-2348  
TELEPHONE: (205) 327-4962



John R. Cooper  
Transportation Director

December 31, 2018

The Honorable Hollie Cost  
Mayor, City of Montevallo  
City Hall  
545 Main Street  
Montevallo, Alabama 35115

RE: Shelby County  
Project Number: STPAA-0025(553)  
Resurfacing, Planing, Striping, Leveling and  
Patching On SR-25 from CR-73 to SR-3(US-31)

Dear Mayor Cost:

Attached you will find the Standard Project Resolution and Plans concerning the above referenced project.

Please review these documents and, if all is in order, present them to the City Council of Montevallo for consideration and approval. It is important to emboss the official City of Montevallo Seal on each signature sheet. A certified resolution, which authorizes the Mayor to sign the agreement, affixed with the City Seal should also be included with the agreement. After execution, please return this document, with original signatures (no stamps), to this office, **ATTN: Mrs. Sandra F. P. Bonner** to avoid possible delays to the letting schedule.

If I can supply you with any additional information or clarify any point contained herein, please feel free to contact me at your convenience.

Sincerely,

DeJarvis Leonard, P.E.  
East Central Region Engineer

By: John S. Haynes  
John S. Haynes, P.E.  
Assistant Region Engineer Pre-Construction

DL/JSH/sfpb  
Attachment  
C: Mrs. Sandra F. P. Bonner  
File w/att.

## RESOLUTION

WHEREAS, the City of Montevallo, Alabama (hereinafter at times referred to as City) is desirous of having certain improvements made on State Route 25 within the City Limits of Montevallo, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number STPAA-0025(553) Resurfacing, Planing, Striping, Leveling and Patching on SR-25 from CR-73 to SR-3(US-31) (Including Railroad Crossings of Norfolk Southern).

WHEREAS, The Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, The Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the City will agree to certain requirements of the Federal Highway Administration. The City, for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Council of Montevallo, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this City and which are now on file in the office of the City Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The City by and through its Council hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said

project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The City hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

- N/A – This project does not require permanent barricade or relocation of any intersecting streets.
- Please refer to: Project Notes (Sheets 2J – 2L)
- Please refer to: Traffic Signal Plan Notes (Sheet 2M)
- Please refer to: General Traffic Control Plan Notes (Sheets 2N – 2O)
- Please refer to: Traffic Control Plan (Sheets 6 - 12)

BE IT FURTHER RESOLVED by the City Council, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the City over said project, such City hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the City will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor

will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The City further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the City further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this City Council:

1. That the City agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the City.
2. That the City agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the City has the option of vacating same.
3. That the City agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the City agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 22nd day of APRIL, 2019.

ATTEST

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Mayor

I, the undersigned, Clerk of the City of Montevallo, do hereby certify that the above and foregoing is a true and correct copy of a resolution duly and lawfully adopted by the Council of the foregoing City, at its regular meeting held on the 22nd day of APRIL, 2019, which resolution is on file in the office of the City Clerk.

Given under my hand and the official seal of such City this 29th day of APRIL, 2019.

  
\_\_\_\_\_  
CITY CLERK

Council Member Bunt seconded. ALL AYES . . . MOTION APPROVED.

Approval of Contract with Rob Walker Architects - \$21,500 payable from the Mahler House Account:

Council Member Nix said he supports this effort but hopes it will be the last time we study this issue and that it will lead to actual work being done on the house. Mayor Cost said she agreed. With that, Council Member Nix made a motion to approve the following contract with Rob Walker Architects:

Rob Walker Architects, LLC  
2229 First Avenue South – Suite 110  
Birmingham, AL 35233  
205-254-3212



April 22, 2019

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

**PROPOSAL FOR ARCHITECTURAL SERVICES  
FOR RENOVATIONS OF PERRY HALL (Mahler House)  
Montevallo, Alabama**

Dear Herman:

I appreciate the opportunity to submit this proposal for Architectural services for the renovation and redevelopment of Perry Hall. This proposal is based on our discussions in our meeting, reports provided and from my understanding of these items. I have outlined the following Scope of Work:

**Scope of Work**

1. Renovation of the existing house and connected out-buildings for a functional use.
2. The use and function of the existing house has not yet been fully determined.
3. We propose the project to be in three separate phases: Mitigation, Programming/Design, and Construction. This proposal will encompass services for the first two phases.
4. Project Budget to be less than \$300,000.00.
5. Structural Services will be provided by Christy Cobb in a separate proposal.

**Basic Services**

Rob Walker Architects, LLC will provide the following Basic Services:

Phase I

1. Architectural assessment and field verification of existing conditions.
2. As built drawings based on field verifications and measurements.
3. Water/moisture infiltration mitigation plan to prevent further structural damage. This will be primarily focused on the front porch structure and foundation along the front of the House.
4. Minor exploratory demolition of the floor system and wall finishes to determine the extent of work that will be required in Phase II renovation bid documents.
5. ~~This agreement can be terminated by the City of Montevallo at the conclusion of Phase I at their discretion.~~

Phase II

1. Programming to determine desired use and function of Perry Hall.
2. Code Study and coordination with the City of Montevallo to verify particular requirements.
3. Schematic Design for Perry Hall based on Programming results and Code Study.
4. Renovation Bid documents – which include drawings and specifications for the Scope of Work.

Phase III

The final phase of the project will be the execution of the renovation and redevelopment of the existing house. (Construction). This will be addressed in a separate proposal after Phase II is complete and a final Scope of Work has been established.

*HL*



**Additional Services**

The following Services are not included in this proposal and will be also considered as Additional Services if requested by the owner:

- 1 Environmental, Hazardous Material and Geotechnical services, reports etc.
- 2 Topographic, Alta, Boundary Site Surveys.
- 3 Renderings for promotional and marketing materials
- 4 Programming for Assembly Use
- 5 Structural Services

**Compensation**

Rob Walker Architects, LLC propose the following Compensation for performing the above referenced services:

1. Basic Services will be as follows:  
**Phase I: \$9,500.00**  
**Phase II: \$12,000.00**
2. An employee corresponding to the Schedule of Hourly Rates below will perform Optional Services at an hourly rate.
3. An employee corresponding to the Schedule of Hourly Rates below will perform owner-required modifications to previously Owner-approved documents at an hourly rate.
4. Typical reimbursable expenses such as printing, plotting, courier services, postage, additional travel etc. as associated with the Project will be billed concurrently at a rate of 1.15.
5. Mileage for trips will be invoiced at the current standard government reimbursable rate.
6. Billing will be monthly based on percentage of total fee, based on work completed as defined in the Project Phase Schedule.

**SCHEDULE OF HOURLY RATES**

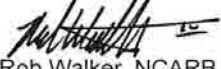
(\*Hourly rates shall be annually adjusted in accordance with normal salary review practices.):

Principal Architect	\$250.00 / hour
Project Architect	\$150.00 / hour

*This fee proposal is based on the above outlined Scope of Work. If this Scope of Work is not accurate, please let us know and we will provide a revised proposal to you. Should the Scope of Work change after this proposal is approved, these revisions will be treated as additional services.*

We are excited about this project and look forward to the opportunity of working with you. If this Proposal meets with your approval, please sign one copy and return it to our Office. If you have any questions regarding this proposal, do not hesitate to contact this Office and thank-you again for this opportunity.

**Rob Walker Architects, LLC**

  
Rob Walker, NCARB, AIA  
Principal

APPROVED:   
By \_\_\_\_\_ Date 4/23/19  
*HEATHER COITMAN, CERT. CLERK*

Council Member Peterson seconded. Council Member Bunt ABSTAINED. ALL OTHERS VOTED AYE . . . MOTIOPN APPROVED.

Approval of Demolition Contract with Meredith Environmental - \$33,158 payable from the State Capital Improvement Account:

Council Member Goldsmith made a motion to approve the contract and payment as described. Council Member Nix seconded. ALL AYES . . . MOTION APPROVED.



2008 Lancaster Road, Homewood, AL 35209  
Office: (205)402-7322, Fax: (205)402-7377

April 30, 2019

AL19-058

**Reference: Victory Building Reno- CONTRACT**

This contract is base on Meredith Environmental' s bid proposal dated April 15, 2019.

Meredith Environmental is pleased to offer you our bid proposal for the below scope of work for the asbestos abatement and interior demolition for the renovation to the Victory Building located in Montevallo, AL. Our proposal is based on a site walk with Herman Lehman dated 4/9/2019. Asbestos abatement quantities are based on ATC report January 30, 2019, project number Z003000671.

- **Interior Demolition**
  - Interior demolition to include labor, equipment, hauling and disposal of debris in a legal manner.
    - Demolition and disposal to include
      - Ceiling tile and grid, sheetrock walls, interior windows, doors and frames, MEPT remove after marked safe, bathroom fixtures, flooring.
        - Does not include demolition of exterior, basement, or on the roof.

**Selective interior demolition bid proposal      \$18,718.00**

- **Asbestos abatement**
  - Quantities are based on ATC report January 30, 2019, project number Z003000671.
    - Does not include abatement in the basement or on the roof.
    - ATC air testing provided by City of Montevallo.

**Asbestos abatement bid proposal      \$5,918.00**

- **Site Demolition**
  - Removal of the ramp in the back of the building
  - Remove to existing finished floor elevation.

**Site demolition bid proposal      \$8,522.00**

- **Exclusions**
  - MEPT location, relocation, protection, or disconnection
  - Asbestos and lead abatement or other hazardous materials not mentioned in report
  - Utility usage
  - Any as built surveys
  - Saw cutting for utilities
  - Plaster tight to concrete, block, and brick.
  - Interior portion of exterior walls.
  - Security of the site.







2008 Lancaster Road, Homewood, AL 35209  
Office: (205)402-7322, Fax: (205)402-7377

- Any shoring or bracing.
- Any "protection," "toothing," "cleaning," "relocate," "repair," "patch," "replace," "prep," or similar type activities other than demolition.
- Protection or repair of paving, driveways, roads, parking lots, or other work to remain
- **Clarifications**
  - Meredith reserves the right to except separate from the whole
  - Prepare and submittal of CBMPP by other.
  - Original brick walls to remain.
  - Meredith's price does not include owners first right of refusal for salvageable items.
  - Relocation of utility buildings by other.
  - All utilities require owner to call for disconnection
  - Meredith shall have unencumbered access to work areas. If unreasonable delays are caused by Owner or GC's actions, Meredith will bill for additional time and material costs incurred.
  - P&P bond add 3%
  - Proposal to be included as part of contract documents for scope of work
  - Price quote is valid for 30 days from proposal date.
  - Final and Retainage payment due 30 days from completion of work.

Should payment not be received within forty-five (45) days of invoice date, a penalty of 5% of the total outstanding invoice amount will be assessed. In addition to the aforementioned penalty, interest will accrue at the rate of (18%) per year, calculated and compounded daily, or at the maximum amount allowed by law, whichever is less.

City of Montevallo

Signature / Date: <u></u>	Signature / Date: <u></u>
Name: <u>HEINMAN LEHMAN</u>	Name: _____
Title: <u>CITY CLERK &amp; TREASURER</u>	Title: _____

Approval of The Dive Bar ABC License:

Chief Littleton said he approved the request.



Mayor Cost made two nominations to fill the vacant slots on the Historic Preservation Commission: Ms. Anitka Stewart Sims, and Justin Lutz.

Council Member Goldsmith made a motion to appoint Ms. Sims to the Commission. Council Member Bunt seconded. Council Member Nix ABSTAINED. ALL OTHERS VOTED AYE . . . MOTION APPROVED.

Council Member Nix said he did not think Mr. Lutz should be on the HPC because he has not been a resident of Montevallo very long. Mayor Cost explained that the code states it is the Mayor's responsibility to make the nomination to this board. The Council has the responsibility to approve that nomination. Mr. Lutz is her nominee.

Council Member Peterson made a motion to appoint Mr. Lutz to the HPC. No one seconded. Therefore, the motion died for a lack of a second.

**Other Business**

Release of Hidden Forest Bond:

As discussed earlier, Council Member Nix made a motion to approve the release of the Hidden Forest Bond. Council Member Peterson seconded. ALL AYES . . . MOTION APPROVED.

**Citizen Participation:**

Bobby Pierson noted a misstatement in the demolition quote.

There being no further business before the Council, Council Member Nix made a motion to adjourn. Council Member Bunt seconded. ALL AYES . . . MEETING ADJOURNED at 6:39 p.m.

Submitted by:

Herman Lehman  
City Clerk