

MINUTES

Montevallo City Council Work Session

July 10, 2023

5:30 p.m. at City Hall

Present: Mayor Rusty Nix, Council Member Lelia Mitchell, Council Member Kenneth Dukes, Council Member Sonya Swords, Council Member Martha Eisenberg. Absent: Council Member David King. Quorum present.

Work Session called to order at 5:30 p.m. by Mayor Nix.

Mayor Nix called for Discussion of Business Items on Agenda:

- **Discussion of Ordinance** to accept the Agreement for Emergency Medicine Services (Medical Director) from Dr. Taylor Payne M.D. with Montevallo Emergency Medical Services (EMS) 1 Year Agreement – Chief Davis and Matt Rush addressed Mayor and Council and advised the agreement is with Dr. Taylor Payne M.D. – This is for a semi-annual review of procedures and treatments done by MEMS
- **Discussion of Resolution 07102023-124** - Community Development Block Grant Entitlement Program Shelby County, an Urban County
- **Discussion of Ordinance No.06262023-231**- an ordinance amending the Zoning Ordinance of the City of Montevallo, Article 18 Section 18.06 Overlay Districts to add a new Section 18.06.D.4, to allow for Manufactured Housing within the Aldrich Residential District.

Mayor Nix Called for Committee Reports:

Mayor Nix called for Public Health & Safety: Mayor Nix called on Chief Littleton for the Police Department report. Chief Littleton reported there were 87 Cases in July and 642 Total Reports year to date. See Appendix 1.

Mayor Nix called on Chief Davis for the Fire Department. Chief Davis reported there were 154 Calls for the month of June and 787 Total Calls year to date. See Appendix 2.

Mayor Nix called on Council Member Dukes for the Sustainability Report. Council Member Dukes called on Kirk Hamby, Head of Public Works. Kirk reported the department has been clearing trees downed in multiple areas due to the recent storms. He reported the EV Charging Stations on Main Street is installed and will be online soon and the department is scheduled to stripe the parking lot, mark two of the spaces as EV Charging Only, and install the EV Charging sign.

Council Member Dukes reported the Historical Preservation Commission would be holding a meeting tomorrow, July 11th at 6 p.m. at the Parnell Memorial Library and the public is welcome to attend.

Mayor Nix called on Council Member Eisenberg for the Recreation, Preservation and Community Development Reports. Council Member Eisenberg called on Shane Baugh, Head of Parks and Recreation could not attend meeting. Shane reported Youth Football practice will start next week. Shoal Creek Park Grant for 10 benches to be installed at various locations around the park. Question posed to Shane about the cost per player: Shane reported Youth Football is \$150 per player; Cheerleading is \$175 per.

Mayor Nix called on Council Member Mitchell for the Education, Arts and Outreach Committee Reports. Council Member Mitchell called on Savannah Kitchens Director of Parnell Memorial Library. Savannah reported this is the last week for the Summer Reading Program; tomorrow night the library is hosting a free Ice Cream Party for the whole family; and there are still plenty of ongoing programs going on at the library. Savannah also reported Friday was her last day as Library Director for the City of Montevallo and advised Mayor and Council it has been an honor to serve her hometown in this position. See Appendix 3.

Montevallo City Council Meeting

July 10, 2023

6:00 p.m. at City Hall

Present: Mayor Rusty Nix, Council Member Lelia Mitchell, Council Member Kenneth Dukes, Council Member Sonya Swords, Council Member Martha Eisenberg. Absent: Council Member David King. Quorum present.

Pledge of Allegiance

Council Meeting called to order at 6 p.m. by Mayor Rusty Nix.

Approval and or corrections of the Minutes 6.26.23 – Motion by Council Member Mitchell, seconded by Council Member Dukes, All Ayes, Motion passed.

Recognitions / Awards: None

Opportunities for Citizens to speak to the Council: C P Pierson 1131 Oak Street spoke about the job Savannah Kitchens did as Director of the Parnell Memorial Library on behalf of the Parnell Memorial Library Board.

Susan Godwin 295 Parkway Circle spoke about the Block Grant Program and asked Mayor and Council to review the information available regarding CDBG Grant Program. Please look into this before voting.

Mayor Nix called for Committee Reports to Continue:

Council Member Mitchell advised Sarah Hogan, Program Director Impact Montevallo was unable to attend and had no written report.

Council Member Mitchell called on Yan Shan Zou as Junior Mayor Pro Tempore, of the Montevallo Junior City Council (MJCC). Yan advised there was no report at this time.

Council Member Mitchell reported the Sister City Commission met and reported that there are six students and two chaperones that will be visiting Japan from July 26th – August 5th. She advised they need transportation to and from the airport. Kirk Hamby, Public Works and Shane Baugh, Parks and Recreation both advised they would use the city van to transport them to the airport. Council Member Mitchell reported the students would like to attend the next Council meeting to introduce themselves.

Council Member Mitchell reported the American Village has a new program for the Summer, Hidden Heroes and Spy Adventures program offered twice a day - 11 a.m. and 1 p.m.

Mayor Nix called on Council Member Swords for the Finance, Economic Development & Tourism Reports.

Council Member Swords advised Adele Nelson, Executive Director Montevallo Chamber of Commerce couldn't attend due to the Montevallo Farmer's Market being open every Monday from 3 p.m. – 6 p.m. but submitted a written report. The July Chamber Chatter was distributed on June 30th. The Montevallo Farmers' Market is still going strong and is going on through August. The Chamber's Luncheon will be held July 19th and features "SEA Turns 50" with speaker, Brooke McKinley, Director of Shelby Emergency Assistance (SEA). See Appendix 4.

Council Member Swords reported Courtney Bennett, Executive Director Montevallo Main Street was unable to attend the meeting and had no written report. Council Member Swords did receive an email from Courtney Bennett reminding everyone that Friday, July 21st – July 23rd is the Back To School Sales Tax Holiday and the last "Friday Nights at the Cove" will be July 28th and begins at 6:30 p.m. and features Cecil Shields, straight out of Nashville, performing tributes to the great country artists of old and invited everyone to attend.

Council Member Swords reported MDCD did not meet today but will meet next Monday, July 17th in Council Chambers at 1 p.m.

Public Health & Safety (Police, Fire, Code Enforcement, Housing Abatement, Planning and Zoning) – Reported during City Council Work Session.

Sustainability (Streets & Sanitation, Recycling, Arbor & Beautification, ValloCycle, Environmental Preservation Initiatives, and Historical Commission) – Reported during City Council Work Session.

Recreation, Preservation and Community Development (Parks & Recreation, Youth Athletics, Trails, Annexations) – Reported during City Council Work Session.

Education, Arts & Outreach (Schools, Library, UM, Boys & Girls Club, American Village, Sister City Commission, Artwalk, IMPACT) - Reported during City Council Work Session and City Council Meeting.

Finance, Economic Development & Tourism (Finance, MDCD, IDB, Chamber, Main Street) – Reported during City Council Meeting.

Consent to Pay the Bills

Mayor Nix asked for a Motion to Pay the Bills. Council Member Dukes made a motion to pay the bills, seconded by Council Member Mitchell, All Ayes. Motion passed.

New Business:

- **Recommendation** to accept the Agreement for Emergency Medicine Services (Medical Director) from Dr. Taylor Payne M.D. with Montevallo Emergency Medical Services (EMS) 1 Year

Agreement – Motion made by Council Member Eisenberg, seconded by Council Member Mitchell. See Appendix 5.

- **Resolution 07102023-124** - Community Development Block Grant Entitlement Program Shelby County, an Urban County - Motion to accept made by Council Member Dukes, seconded by Council Member Swords; Discussion – Motion to table by Council Member Mitchell, seconded by Council Member Dukes, All Ayes. See Appendix 6.

Old Business: Ordinance No.06262023-231- an ordinance amending the Zoning Ordinance of the City of Montevallo, Article 18 Section 18.06 Overlay Districts to add a new Section 18.06.D.4, to allow for Manufactured Housing within the Aldrich Residential District – Mayor Nix Read **Ordinance No.06262023-231** - Motion by Council Member Dukes, seconded by Council Member Mitchell, All Ayes. See Appendix 7.

Board Appointments: None

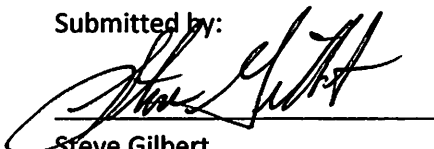
Other Business:

Citizen Participation: Susan Godwin 295 Parkway Read a letter from Janice Seaman regarding Certificate of Appropriateness (COA) for Victory Building demolition. She requested the letter be entered into the minutes. See Appendix 8.

C P Pierson 1131 Oak Street asked if the Historical Preservation Commission (HPC) is still moving forward on the African American Heritage Trail.

There being no further business before the Council, **Mayor Nix called for a Motion to Adjourn.** Motion to adjourn made by Council Member Dukes, seconded by Council Member Swords, All Ayes. Meeting Adjourned at 6:29 p.m.

Submitted by:



Steve Gilbert
City Clerk / Treasurer

APPENDIX 1

	January-23	February-23	March-23	April-23	May-23	June-23	July-23	August-23	September-23	October-23	November-23	December-23	Total
Total Reports	93	103	93	100	107	59	87						642
Criminal Cases	61	68	65	55	71	46	63						429
Non-Criminal	32	35	28	45	31	13	21						205
Traffic Accidents	12	18	12	15	15	10	17						99
Traffic Citations	116	100	88	86	135	48	87						660
DUI Arrests	8	11	3	7	7	5	9						50
Public Intox Arr	1	0	2	0	0	2	2						7
Alias Arrests	11	12	11	7	11	6	9						67
Juvenile Arrests	3	3	1	0	0	0	0						7
Misd Arrests	7	3	4	4	7	1	2						28
Felony Arrests	1	3	3	2	4	0	1						14
Total Arrest	31	32	26	20	29	14	23	0	0	0	0	0	175
Auto Thefts	0	0	0	0	0	1	1						2
Burglaries	0	0	2	3	1	1	2						9
Auto Recoveries	0	0	1	0	0	1	0						2
Auto Burglaries	2	0	0	1	1	1	1						6
Criminal Mischief	1	1	0	0	0	0	0						2
DV. Related	2	7	5	5	8	4	6						37
Assaults	1	1	2	2	5	1	1						13
Fraud/Forgery	3	2	2	1	3	0	0						11
Harass / Reck	6	4	4	4	5	1	1						25
Misc. Offenses	29	32	30	27	29	9	13						169
Robberies	2	0	0	0	0	0	0						2
Sex Crimes/Other	0	2	1	3	0	2	2						10
Thefts / Attempts	3	3	7	7	3	7	7						37
Suicide / Attempts	0	0	0	0	0	0	0						0
Deaths	2	0	1	2	0	0	0						5

2023 Montevallo Fire And Rescue Events by Type

Report Date: 7/1/2023

APPENDIX 2

		Jan	Feb	Mar	Apr	May	Jun	Total
ABDOMINAL PAIN/INJURY		4	5	6	3	5	5	28
ALARM	CARBON MONOXIDE ALARM	1	0	0	1	0	0	2
	COMMERCIAL FIRE ALARM	0	0	2	0	4	0	6
	MEDICAL ALARM	7	2	3	3	2	4	21
	RESIDENTIAL FIRE ALARM	3	6	1	4	3	7	24
ALLERGIC REACTIONS		1	0	1	1	1	0	4
ALTERED MENTAL STATU		5	4	12	5	5	2	33
ANIMAL	ANIMAL BITE/ATTACK	0	0	0	0	2	0	2
ASSAULT		1	2	1	2	4	1	11
BACK PAIN/INJURY		1	1	0	3	2	1	8
BLEEDING		5	3	1	2	2	3	16
BREATHING PROBLEMS		8	10	10	8	9	8	53
BURN INJURIES		0	0	0	0	1	0	1
CARDIAC	CARDIAC ARREST - ADULT	2	1	2	4	4	2	15
	CARDIAC ARREST - CHILD	0	0	0	1	0	0	1
	CARDIAC ARREST - INFANT	1	0	0	0	0	0	1
CHEST PAIN		8	9	6	12	12	7	54
CHOKING	CHOKING - ADULT	0	0	1	0	0	0	1
	CHOKING - INFANT	1	0	0	1	0	1	3
	CHOKING CHILD	1	0	0	0	1	0	2
DIABETIC RELATED		2	2	0	3	1	4	12
DROWNING		0	1	0	0	0	0	1
DRUG OVERDOSE		2	1	1	6	3	2	15
EXTREMITY INJURIES		6	3	7	2	6	7	31
EYE INJURY		0	0	0	1	0	0	1
FALL	FALL FROM ROOF	0	0	0	0	1	0	1
	FALL FROM STANDING POSITION	3	7	6	4	2	7	29
	MULTI-STORY FALL	0	0	0	1	2	0	3
FD ASSIST	CHILD LOCKED IN CAR	0	1	0	1	1	0	3
	LAW ENFORCEMENT	0	3	0	0	1	2	6
	LIFTING ASSISTANCE	7	6	10	10	11	23	67
	MUTUAL AID	1	0	1	4	0	1	7
	OTHER AGENCY	0	1	1	1	0	0	3
	PUBLIC	0	1	0	1	2	5	9
	TREE DOWN	0	0	0	0	1	0	1
FIRE	APPLIANCE FIRE	2	0	0	2	0	2	6
	BRUSH / WOODS FIRE	0	1	2	1	2	1	7
	BURN COMPLAINT	0	0	0	0	1	0	1
	COMMERCIAL STRUCTURE FIRE	0	2	0	2	0	1	5
	DUMPSTER FIRE	1	0	0	0	0	0	1
	ELECTRICAL FIRE	0	0	2	1	0	2	5
	RESIDENTIAL STRUCTURE FIRE	0	2	1	1	2	0	6
	TRANSFORMER / POLE FIRE	0	0	1	1	0	2	4
	VEHICLE FIRE	1	1	2	1	0	0	5
GAS	NATURAL / PROPANE GAS LEAK	1	0	0	1	0	0	2
GENERAL ILLNESS		5	15	7	9	18	12	66
GUNSHOT	SHOOTING WITH INJURIES	0	3	0	1	1	0	5

		Jan	Feb	Mar	Apr	May	Jun	Total
HARASSMENT	IN-PERSON HARASSMENT	0	0	1	0	0	0	1
HEAD/NECK INJURY		0	3	1	2	5	1	12
HEADACHE		1	0	1	1	0	0	3
HEART PROBLEMS		3	0	2	6	8	7	26
HEAT PROBLEMS		0	0	0	0	0	2	2
MVC	MVC - BUS INVOLVED	0	1	0	0	1	0	2
	MVC - CHECK FOR INJURIES	5	6	5	10	7	9	42
	MVC WITH INJURIES	3	5	1	0	4	3	16
NOTE IN CAD		0	0	1	0	0	0	1
OB/GYN PATIENT		0	4	1	0	1	1	7
ODOR	ODOR OF ELECTRICAL	0	0	0	0	0	1	1
	ODOR OF PROPANE / NATURAL GAS	0	0	0	1	0	0	1
PERSON	PERSON DOWN	0	0	0	0	2	0	2
PERSON STABBED or AT		0	0	0	0	0	1	1
POISONING		0	1	0	2	0	1	4
POSSIBLE STROKE		2	3	3	2	1	6	17
SEIZURE		2	2	4	2	2	2	14
SUICIDE ATTEMPT		0	0	0	0	1	0	1
TEST CALL		0	3	0	0	1	1	5
TRAUMATIC INJURY		0	0	0	1	0	0	1
UNRESPONSIVE PERSON		5	9	7	7	4	7	39
UTILITY LINES DOWN		0	0	0	1	0	0	1
	Total	101	130	114	139	149	154	787

PARNELL MEMORIAL LIBRARY

JUNE 2023

VISITS TO THE
BUILDING

3,341

CIRCULATION

6,897

CITIZEN SAVINGS

\$146,570.75

PHONE CALLS

116

WIFI &
COMPUTER
SESSIONS

2,299

DATABASE
SEARCHES

972

PROGRAM
PARTICIPATION

1,189

COMMUNITY
MEETINGS

18

PROGRAMS: 40

- Summer Reading Kickoff
- canning workshop for adults
- Mini Music
- Storytime with Mr. Mac
- Take Home Craft Kits
- Kids movies, tween movies, & classic movie
- Pokemon Club
- Manga Mondays
- Family Yoga
- Family Night event
- 4 special Friday events



PARNELL MEMORIAL LIBRARY

JUNE 12, 2023

- This is the last week of Summer Reading Program!
 - join us tomorrow night at 6 pm for a free Ice Cream Party for the whole family
 - Family Trivia Night is Thursday at 6
 - Friday at 2pm we're having Jan the Science Lady coming to do a science experiment program
 - readers that have been involved in the Summer Reading Program can stop by all this week to pick out their free book to keep as their finishing prize for the program
 - Children's Theater Summer Camp, sponsored and directed by the Parnell Memorial Library Foundation, started today. The Foundation runs this camp at no cost to children or their families so kids in Montevallo can experience the fun and confidence that comes with doing live theater. The performance open to the public of "Off Their Rockers" will be Friday, July 21 at 6 pm, tickets for the general public \$5 at the door
- This Friday is my last day as Library Director for the City of Montevallo. It has been an honor to serve my hometown. I look forward to seeing everyone around town and at the library, just as a private citizen. Thank you for the opportunity to work here, and thank you for all the work you do to keep Montevallo a wonderful place to live and raise children.

Montevallo Chamber of Commerce Council Report 7/19/23

Due to the Montevallo Chamber hosting the 2023 Montevallo Farmers' Market Adele will not be able to attend Monday nights' council meeting - Below is the Chamber Report -

1) **July Chamber Chatter** was disturbed on Friday June 30th

2) The **13th Annual Montevallo Farmers' Market** is still going strong with averaging 350 to 400 attendees per market ! MONDAYS 3-6pm at 660 Main St. behind MFBC .

3) **July Chamber Luncheon** / "SEA turns 50" / Speaker: Brooke McKinley, Director / Wed. July 19th from 11:30am to 1pm ; noon - lunch \$15.00 per person , at Parnell Library meeting room, RSVP by Mon 7/17 (Note: Due to a special session being called, the "State Legislator Update" Chamber luncheon has been moved to Aug 16)

4) **August Chamber Luncheon** / "State Legislator Update" / Speaker: Russell Bedsole, State Rep. D49 / Wed. August 16th from 11:30am to 1pm ; noon - lunch \$15.00 per person , at Parnell Library meeting room, RSVP by Mon 8/14

5) Montevallo Chamber is onboard as part of the team assisting with the upcoming "**Just Show Up Show**" coming back to Montevallo on August 20th.



Adele Nelson

Executive Director

Montevallo Chamber of Commerce

P.O. Box 270 Montevallo, AL 35115

205.665.1519 office

www.montevallocc.com

AGREEMENT

This Agreement is entered into by and between Montevallo Emergency Medical Services (MEMS), hereinafter referred to as “Client”, and Dr. Taylor Payne hereinafter referred to as “Emergency Medicine” for the purposes as hereinafter set forth, effective as of 07/10/2023.

DUTIES OF EMERGENCY MEDICINE

Dr. Taylor Payne agrees to serve as medical director as follows:

- A. Dr. Payne will perform the following duties:
 - Conduct medical chart review
 - Assist with annual in-service education
 - Assist with annual skills evaluation
 - Provide offline medical control
 - Provide real time, online medical control on selected days as needed.
- B. Dr. Payne will be granted availability for direct observation of patient care by all providers as requested by and deemed necessary by Dr. Payne
- C. Dr. Payne will have no hiring or firing responsibilities but will have the ability to remove/ suspend from patient care responsibilities any provider within the organization as deemed necessary in the interest of patient safety.
- D. Dr. Payne will be granted the availability for direct patient care in the pre-hospital setting, with access to appropriate safety gear.

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES, and in further consideration of the terms and covenants herein contained, the parties do agree as follows:

1. **ENGAGEMENT**: Client hereby engages and retains Emergency Medicine to perform, and Emergency Medicine shall perform, such services as set forth above. In the event Client wishes to have Emergency Medicine render services not specified by this Agreement, a separate mutually acceptable written agreement shall be made to cover such services.
2. **PRINCIPAL EMERGENCY MEDICINES**: It is contemplated and agreed that Taylor Payne M.D. perform the duties and obligations pursuant to this Agreement.
3. **DELEGATION OF DUTIES**, it is expressly understood that the services to be performed by Emergency Medicine hereunder, unless otherwise specified herein, shall not without the prior written consent of Client, be delegated to or performed by any person or entity other than Taylor Payne, MD. Emergency Medicine shall be responsible to Client for the professional, responsible, and timely performance of all services performed by Taylor Payne M.D. pursuant to this Agreement.
4. **COMPENSATION AND PAYMENT**, Compensation will be determined by the parties and will be determined on a yearly basis. The payment may be in the form of payments made to or by direct reimbursement to Dr Payne.
5. **CLIENT SUPPORT AND SERVICES**, Client agrees to cooperate fully with Emergency Medicine in the performance of its obligations hereunder, in identifying and making available to Emergency Medicine those parties affiliated with Client who are necessary to the project undertaking; in providing all relevant information and other necessary inputs in a timely

manner; in distributing information and materials provided by Emergency Medicine in a timely manner; and in all other reasonable ways.

6. **CONFIDENTIALITY**, Parties agree not to divulge, communicate, use to the detriment of the other party or for the benefit of any other business, firm, person, partnership, or corporation or otherwise misuse any of the other parties' confidential information, data, trade secrets, records, supply lists, pricing policies and records, inventory record, personal information, and such other information normally understood to be confidential or otherwise designated as such by the other party, which may be acquired, obtained, or become privy to in the performance of services pursuant to this Agreement. Notwithstanding, the provisions of this Paragraph 7 in no way limit the parties' ability to satisfy any governmentally required disclosure or to respond to subpoena or legal process, and do not apply to information of the disclosing party that (a) was previously known to the receiving party; (b) is independently developed by the receiving party; (c) is disclosed to the receiving party by a party which is not a party to this agreement; or (d) is available to the public.
7. **TERM OF AGREEMENT**, This Agreement shall become effective **07/10/2023**. The Client will review the progress of the agreement biannually. Emergency Medicine shall not incur any expense without prior written approval of Client after the written notice of termination is given. Notice of termination shall be deemed to have been given on the date of delivery of first attempted delivery of the letter giving such notice, which shall be mailed to the other party by registered or certified mail.
8. **BENEFIT**, This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and assigns.
9. **PARAGRAPH HEADINGS**, The Paragraph Headings contained in this Agreement are for convenience only and shall in no manner be construed as part of this Agreement.
10. **REPRESENTATION**, none of the parties are authorized or empowered to act as an agent for any other purpose unless expressly authorized in writing to do so and shall not, on behalf of the other, enter any contract, warranty, or representation as to any matter. None of the parties shall be bound by the acts or conduct of any other.
11. **ENTIRE AGREEMENT**, the parties agree that this written Agreement and any attachments incorporated herein by reference constitute the entire agreement between the parties and that neither party shall be responsible for any terms or conditions not expressly stated herein. Any additions or deletions to this Agreement shall be void and unenforceable unless in writing and signed by both parties.
12. **AUTHORIZED REPRESENTATIVES**, the persons signing this Agreement on behalf of Client and Emergency Medicine expressly warrant that they do so as the authorized agents or representatives of Client and Emergency Medicine.
13. **NOTICE**, all notices given hereunder will be in writing and served by registered or certified mail, return receipt requested, postage prepaid, to the following parties:

Client: Montevallo Emergency Medical Services (MEMS)

Emergency Medicine:

Taylor Payne, MD
318 Huntington Parc Road
Birmingham, AL 35226

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer, effective the date first above written.

EMERGENCY MEDICINE

CLIENT

Taylor Payne MD

Montevallo Emergency Medical Services
(MEMS)

By: _____

By: _____

Date: _____

Date: _____



Resolution 07102023-124

**Community Development Block Grant Entitlement Program
Shelby County Urban County**

WHEREAS, Shelby County, Alabama has been notified by the U.S. Department of Housing and Urban Development (HUD) of eligibility as an Urban County in the Community Development Block Grant (CDBG) Program; and,

WHEREAS, Shelby County exceeds both thresholds for Urban County qualification whereby its population exceeds 200,000 excluding metropolitan cities, and the population of unincorporated areas plus eligible participating municipalities exceeds 100,000; and,

WHEREAS, Cooperation Agreements with participating municipalities are required to consent to cooperate in providing essential CDBG activities to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities in accordance with HUD requirements; and,

WHEREAS, eligible municipalities include Alabaster, Calera, Chelsea, Columbiana, Harpersville, Helena, Indian Springs Village, Montevallo, Pelham, Vincent, Westover, Wilsonville and Wilton; and,

WHEREAS, Shelby County may be funded during the three-year urban county qualification period encompassing Fiscal Years 2024-2026 to fund CDBG projects after October 1, 2024 and subsequent three-year qualification periods; and,

WHEREAS, the City of Montevallo desires to participate in the Shelby County Urban County program; and,

NOW, THEREFORE, BE IT RESOLVED the Mayor be and hereby authorized to sign the Cooperation Agreement with Shelby County to participate in the Shelby County Urban County program for Fiscal Years 2024-2026 and subsequent three-year qualification periods; and,

BE IT FURTHER RESOLVED the Mayor is authorized to sign additional documentation required to complete the Urban County Qualification process as required for HUD's CDBG program.

ADOPTED AND APPROVED THIS 10th DAY OF July 2023.

Signed:

Attest:

Rusty Nix, Mayor

Steve Gilbert, City Clerk



SHELBY COUNTY
DEPARTMENT OF DEVELOPMENT SERVICES
1123 COUNTY SERVICES DRIVE
PELHAM, ALABAMA 35124
205.620.6650
www.ShelbyAL.com

July 3, 2023

Honorable Rusty Nix
City of Montevallo
541 Main Street
Montevallo, AL 35115

Subject: Shelby County Urban County Notification

Mayor Nix,

The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD) has identified Shelby County as an eligible Urban County Entitlement grantee as Shelby County's 2022 Population estimate, less the metropolitan cities of Birmingham and Hoover, exceeds 200,000. Our goal is to qualify for entitlement status as an Urban County for Fiscal Years 2024-2026.

Shelby County invites the City of Montevallo to become a participating municipality in the Shelby County Urban County program.

Please find enclosed a draft resolution for consideration at a Montevallo July City Council meeting that authorizes you to sign a cooperation agreement with Shelby County. I am also enclosing a draft cooperation agreement for your review. Should the resolution be adopted by the City Council, please email a signed copy to me so that we can prepare the cooperation agreement for your signature.

If you have any questions, please contact me at 205-260-5941 (cell) or Chester@shelbyal.com.

Sincerely,

Christie Hester
Director

cc: Chad Scroggins, County Manager

Enclosures

**COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM
SHELBY COUNTY URBAN COUNTY
COOPERATION AGREEMENT**

THIS AGREEMENT, entered into this _____ day of July, 2023, by and between the City of Montevallo, Alabama, hereinafter referred to as 'City', and Shelby County, Alabama, hereinafter referred to as 'County':

WITNESSETH THAT:

WHEREAS, the County is applying to the U.S. Department of Housing and Urban Development (HUD) for Urban County Entitlement status; and

WHEREAS, the County exceeds both thresholds for Urban County qualification whereby its population exceeds 200,000 excluding metropolitan cities, and the population of unincorporated areas plus participating communities exceeds 100,000; and

WHEREAS, in order to undertake within participating communities essential activities pursuant to the Community Development Block Grant (CDBG) Entitlement Program which might be funded during the three-year urban county qualification period of Fiscal Years 2024-2026, the County shall enter into cooperation agreements with said communities; and

WHEREAS, the cooperation of the City, and the County is essential for the successful planning and carrying out of local community development programs; and

WHEREAS, it is the desire of the parties hereto that the County undertake activities necessary to plan and carry out, or assist in carrying out, community development programs in accordance with the County's Consolidated Plan; on behalf of and in coordination with the City; and

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

(1) The City hereby authorizes the County to make application for and receive CDBG Entitlement Program funds from HUD on behalf of the City, and further authorizes the County to include the City's population as the basis for calculating and securing such funds directly to the County.

(2) In using the CDBG Entitlement Program funds that, if any, the County receives, the County may either carry out community development programs for the City or contract with the City to carry out its own programs, or both.

(3) The County shall, at no cost to the City, provide the staff resources and other services necessary for planning and administering community development programs on behalf of the City.

(4) Although the County is authorized to withhold a reasonable and customary portion of CDBG Entitlement Program funds for the purpose of planning and administering program activities undertaken pursuant to this Cooperation Agreement, the County elects not to withhold such funds nor use such funds in the administration of this program.

(5) The City understands that by executing this cooperation agreement that it:

- A. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the Urban County's CDBG Entitlement Program; and

- B. May receive a formula allocation under the HOME Investment Partnership Program only through the Urban County. Thus, even if the Urban County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments; and
- C. May receive a formula allocation under the Emergency Solutions Grant (ESG) Program only through the Urban County.

(6) This Agreement is effective for the three-year urban county qualification period of Fiscal Years 2024 - 2026, for which the urban county is to qualify to receive CDBG Entitlement Program funding.

(7) This Agreement shall be automatically renewed for participation in successive three-year qualification periods, unless the County or the City provides written notice it elects not to participate in a new qualification period. By the date specified in HUD's urban county qualification notice for the next applicable qualification period, the County will notify the City by letter of its right not to participate.

(8) Amendments to this Agreement incorporating statutory or regulatory changes necessary to meet the requirements for cooperation agreements set forth in an urban county qualification notice applicable for any subsequent three-year qualification periods shall be adopted by each party and submitted to HUD; and such failure to comply will void the automatic renewal for such qualification period.

(9) This Agreement shall remain in effect until the CDBG Entitlement Program funds and program income received with respect to activities carried out during the three-year qualification period, and any successive qualification periods are expended and the funded activities completed. The County and the City cannot terminate or withdraw from the cooperation agreement while it remains in effect.

(10) The City and the County agree to cooperate to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities.

(11) The City and the County are obligated to take all actions necessary to assure compliance with the Urban County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended; to conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964, as amended; to comply with the implementing regulations at 24 CFR part 1, the Fair Housing Act, and the implementing regulations at 24 CFR part 100; and to affirmatively further fair housing.

(12) The City and the County are obligated to comply with Section 109 of Title I of the Housing and Community Development Act of 1974; the implementing regulations at 24 CFR part 6 which incorporates Section 504 of the Rehabilitation Act of 1973; the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act; the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975; the implementing regulations at 24 CFR part 146 and Section 3 of the Housing and Urban Development Act of 1968; and other applicable laws. These shall include but are not limited to laws and regulations concerning citizen participation, equal opportunity employment, audits, penalties, nondiscrimination, and labor standards.

(13) The County shall provide no CDBG Entitlement Program funding for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

(14) The City and the County are obligated to sign the HUD 424-B Assurances and Certifications form as part of the application process for CDBG Entitlement Program funding.

(15) The City has adopted and is enforcing:

- A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- B. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

(16) For purposes of guiding the formulation of the Consolidated Plan and developing annual Action Plans, an Urban County Policy Board shall be established. The Policy Board shall be comprised of one representative from each participating community and a representative from the County who will act as Chair. The Policy Board shall make recommendations to the County based on established criteria for selection of eligible CDBG Entitlement Program activities. The County shall act upon said recommendations, but in no event shall the County waive or delegate its legal responsibilities as grantee. The County will continue to have final responsibility for selecting CDBG Entitlement Program projects, submitting the Consolidated Plan to HUD, and annually filing the Action Plan.

(17) The parties do hereby mutually specify that pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to subrecipients. 24 CFR 570.501 (b) makes the County, as the recipient of CDBG Entitlement Program funds, responsible for ensuring that such program funds are used in accordance with all program requirements. When a unit of general local government is participating with or as part of an urban county, the Urban County is responsible for applying to such unit the same requirements as are applicable to subrecipients. The requirements applicable to subrecipients are specified in 24 CFR 570. 503, and include the requirement of a written agreement signed by both the County and City prior to the County disbursing any CDBG Entitlement Program funds to the City.

(18) In order to ensure maximum feasible compatibility between community development programs and other Federal and State assisted efforts the City may wish to undertake, the City agrees to submit a copy of its application for assistance to the County as a part of the City's normal project review and notification process.

(19) As herein used, the term "property" means any real or personal property acquired or improved in whole or in part using CDBG Entitlement Program funds. The title to any property shall be vested in the County except as provided for in such other agreements as the City and the County may make concerning specific projects or items. The County or the City, as the case may be, shall hold title to any property for use in furtherance of the plan or program for which the Federal grant is made. The City shall notify the County of any modification or change in the use of property titled in the City from the use planned at the time of acquisition or improvement. The City shall notify the County of the disposition of property. In the event property is sold or transferred by the City for a use that does not qualify under CDBG Entitlement Program regulations, the City shall reimburse the County in an amount equal to the fair market value of the property less any portion thereof attributable to expenditures of non-CDBG Entitlement Program funds. Any income generated upon the disposition or transfer of property described hereinabove, prior to or subsequent to the close out, change of status, or termination of the Cooperation Agreement between the County and the City shall follow the rules found below in Paragraph 20.

(20) The City will inform the County of any income generated by the expenditure of CDBG Entitlement Program funds received by the City. The program income generated by CDBG Entitlement Program activity must be paid to the County unless otherwise agreed by the City and the County. Any income authorized to be retained by the City may be used by the City only for eligible activities in accordance with all CDBG Entitlement Program requirements as may apply. The City shall be required to maintain appropriate record keeping and accounting systems as required by the County for the use of program income generated by CDBG Entitlement Program activities and shall report to the County, as required, the use of program income. The County shall be responsible for monitoring and reporting to HUD on the

use of such program income. In the event of close out or change of status of the City, the City shall pay to the County any program income on hand or received subsequent to the close out or change in status.

(21) The City and the County agree that neither party may sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG Entitlement Program funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds exclusively for activities eligible under Title I of the Act.

(22) Certification of Authority: The attached certification by the Shelby County attorney's office is hereby incorporated as part of this Agreement.

IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the date first written above.

Attest:

City of Montevallo

By: _____

Rusty Nix, Mayor

Attest:

Shelby County, Alabama

By: _____

Kevin Morris, Chairman

Ordinance No.06262023-231

An Ordinance amending the Zoning of the City of Montevallo, Article 18 Section 18.06 Overlay Districts to add a new Section 18.06.D.4, to allow for Manufactured Housing within the Aldrich Residential District.

WHEREAS, the Aldrich Community is zoned R-2 within the City of Montevallo; and,

WHEREAS, the *City of Montevallo Zoning Regulations* were adopted in 2012 and do not allow for the use of manufactured homes as a primary dwelling within the R-2, Single Family Dwelling District; and,

WHEREAS, the primary purpose of zoning land is to provide for the public health, safety and welfare in the development of land by ensuring that property is developed in an appropriate manner within the context of its immediate surroundings and the larger community of which it is a part; and

WHEREAS, the Aldrich community in Montevallo has numerous manufactured homes that are protected by grandfather clause to allow them to be located in an R-2 zoned area; and,

WHEREAS, manufactured housing continues to be the predominant housing choice in the area and continues to be requested as an option; and,

WHEREAS, this Overlay District would allow for locating manufactured homes in the area with restrictions on the date of manufacture, square footage, foundation enclosure and utility attachment; and,

WHEREAS, the proposed amendments to the Zoning Regulations and notice of the Public Hearing were posted in conspicuous places within the community; and,

WHEREAS, on May 18, 2023 the Montevallo Planning and Zoning Commission held a public hearing at which time all individuals, in opposition to or in support thereof, had the opportunity to speak regarding the proposed amendment to the *City of Montevallo Zoning Regulations*; and,

WHEREAS the Planning and Zoning Commission found that the evidence and testimony presented warrants the approval of the proposed amendment to the *City of Montevallo Zoning Regulations*, as amended;

NOW, THEREFORE, BE IT ORDAINED, by the City Council of Montevallo, Alabama as follows:

Amendment of Article 18, Section 18.06. Overlay Districts to Add New, Section 18.06.D. 4, Aldrich Residential District

Aldrich Residential District.

a. Generally.

Coal was mined in the area around what became Aldrich beginning in 1839. Truman H. Aldrich purchased the town surrounding the mines in 1875 and officially named it Aldrich. This district is designed to include the Town of Aldrich and properties within one-quarter mile of the Southern Railroad, centralized on the town recorded plat. A post office was established in 1883, with William Aldrich as the first postmaster, and was in use until it was closed in 1965. Today, Aldrich is home to the Aldrich Coal Mine Museum. Many of the primary dwellings in the Aldrich community and surrounding area include manufactured housing intermixed with traditional housing and group housing constructed during the height of mining operations. As housing from the coal mining era begins to deteriorate from age and or abandonment, manufactured housing became an affordable option for residents to stay in Aldrich and maintain or improve property aesthetics.

b. Boundaries.

The boundaries of the district are delineated as an overlay district on the official zoning map and shall include all properties within 1,500 feet (linear measurement) of the Southern Railway Line – between Barnett Family Subdivision, County Road 10 and an Alabama Power line easement within the platted Town of Aldrich (Map Book 3, Page 52 recorded February 21, 1914 and known as “Thomas’ Addition to the Map of the Town of Aldrich, Shelby County, Alabama).

c. Manufactured Home Design Standards.

- 1) Single-family residential homes, including manufactured homes not exceeding five years manufacturing age from the current date, are a permitted use within the overlay district.
 - a) Only factory prefabricated portable attachments or awnings may be attached to or become a part of any manufactured home. No permanent addition of any kind shall be built onto, nor become a part of any manufactured home except that porches and decks shall be built according to minimum building code requirements.
 - b) Manufactured homes shall not be used for commercial, industrial, or other non-residential uses within the overlay district.
 - c) No manufactured home, building or accessory structure shall be erected or stationed on a lot having a height greater than 1½ stories or twenty (20) feet.
 - d) Each manufactured home shall have tie-downs or other devices securing the stability of the manufactured home based on the requirements of the manufacturer or the installation standards of the Alabama Manufactured Housing Commission.
 - e) Foundations shall be installed in accordance with the standards set forth in the manufacturer’s set-up requirements and meet the minimum installation standards of the Alabama Manufactured Housing Commission.
 - f) Manufactured home should include a minimum 3/12 pitched roof or steeper, with multiple roof lines encouraged.
 - g) Installation of skirting on all manufactured homes shall be required. Installation shall be in accordance with the manufacturer’s installation instructions. Acceptable materials may include masonry, stone, metal, vinyl, or other materials manufactured for the purpose of skirting.

ADOPTED AND APPROVED by the City of Montevallo this the ___ day of _____ 2023.

Rusty Nix, Mayor

ATTEST:

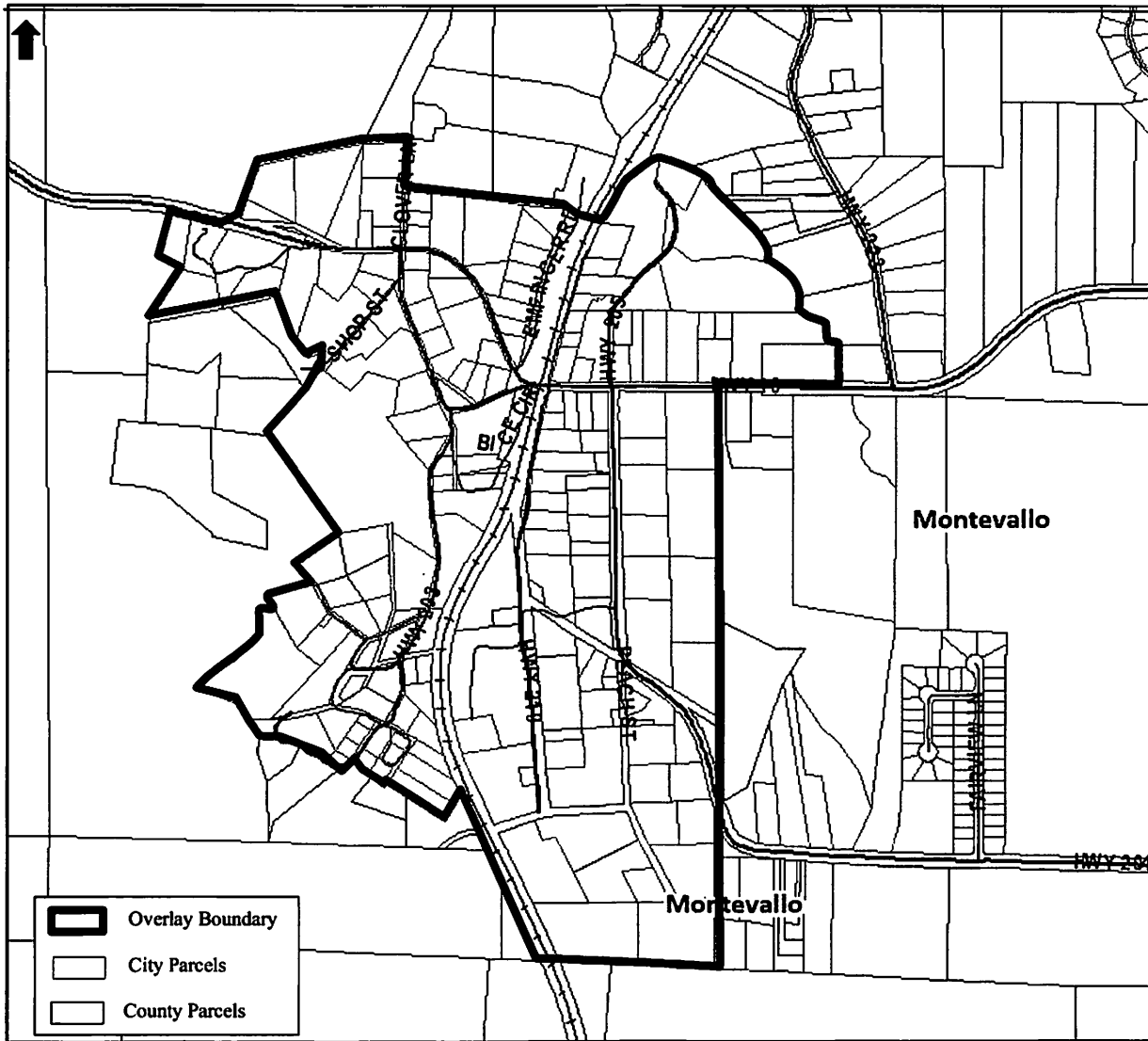
Steve Gilbert, City Clerk

I certify that the attached Ordinance **06262023-231**, adopted by the Montevallo City Council on _____, 2023, was pursuant to §11-45-8(b) of the *1975 Alabama Code*, posted in conspicuous places within the community:

1. Public Outdoor Bulletin Board, City Hall, 541 Main Street, Montevallo.
2. The City Shop, 445 Selma Road, Montevallo.
3. The Park and Recreation Building/Senior Center, Orr Park, 420 Vine Street, Montevallo.
4. The Parnell Memorial Library, 277 Park Drive, Montevallo, beginning May 9, 2023 and continuing for more than four weeks thereafter.

Steve Gilbert

City Clerk / Treasurer



Montevallo Historic Preservation Commission/Architectural Design-Review Board
541 Main Street
Montevallo, AL 35115

July 5, 2023

Via hand delivery

Hon. Rusty Nix, Mayor

Hon. Rusty Nix, Mayor
541 Main St.
Montevallo, AL 35115

Re: Victory Building

Dear Mayor Nix:

I have not received a response to my letter of June 19. I had hoped to get some answers for the commission in its effort to consider the city's application. I also hoped you would attend our meeting on July 3. Unfortunately, the city's application remains incomplete for the following reasons.

First, a question exists whether the city, as owner of the property, has sufficiently described the condition of the building on the date of acquisition. It would be helpful if the city would only take a position as to this requirement. Some information has indeed been submitted that includes occupancy information and describes projects undertaken by the city on the property after it purchased the building. The city also submitted information about renovation expenditures it has already made. However, no clear statement of the building's condition at the time of purchase has been made.

Second, a question also exists whether replacement construction plans for the property have been provided by the owner to the commission. We do have documents that are called "site concept plans." Is it the city's position, as owner, that these plans are also replacement construction plans?

Third, no information has been provided yet to comply with the requirement in the ordinance of "financial proof of the ability to complete the replacement project." See, for examples, Section 2-294(d)(2)(f).

Fourth, the commission requested a feasibility study under its authority set out in Section 2-294(d)(2)(g). Does the city, as owner, take the position that the request was unreasonable? Does a feasibility study exist? If so, should the commission not review it?

Hon. Rusty Nix, Mayor
July 5, 2023
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The ordinance does not clearly describe the commission's options when an application is incomplete, and as a result the commission needs legal advice. **May the commission consult the city's attorney?**

Thank you in advance for your attention to this important matter.

Sincerely,


Janice Seaman
Chairperson