

**Montevallo City Council Work Session**  
**May 12, 2014**  
**5:30 p.m. at City Hall**

**Montevallo City Council Meeting**  
**May 12, 2014**  
**6:00 p.m. at City Hall**

**Pledge of Allegiance**

**Meeting Call to Order**

**Approval and/or corrections of the minutes – 4/14/14 & 4/30/14**

**Student Recognitions / Awards**

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

**Committee Reports and Consideration of Bills:**

- **Public Health & Safety** (Police, Fire, Code Enforcement, Housing Abatement)–
- **Sustainability** (Streets & Sanitation, Recycling, Arbor & Beautification, ValloCycle, Environmental Preservation Initiatives) –
- **Recreation, Preservation and Community Development** (Parks & recreation, Golf Course, Youth Athletics, Trails, Historical Commission, Planning & Zoning, Annexations) –
- **Education, Arts & Outreach** (Schools, UM, Boys & Girls Club, Library, American Village, Sister City Commission, Artwalk, Middle School Grant) –
- **Finance, Economic Development & Tourism** (Finance, MD CD, IDB, Chamber) –

**Consent Agenda:**

**New Business:**

- Resolution approving Resurfacing of CR-12 (Spring Creek Rd) from Shelby St to CR-22

**Old Business:**

- Recommendation to change the name of North Boundary to reflect new purpose. Suggestions :  
“Montevallo Way, University Boulevard, Montevallo Street, The Promenade, University Park Drive”
- Ordinance Transferring Ownership of Lot in front of Middle School to the BOE
- Resolution declaring August 1-3, 2014 as 2014 “Back to School” Sales Tax Holiday

**Board Appointments:**

- Recommendation from Tom Walker to reappoint Robert K. (Kirk) Lightfoot to a term on the American Village Public Education Building Authority to expire on November 11, 2019.

**Other Business**

**Citizen Participation**

**Adjourn**

**Montevallo City Council Work Session**  
**May 12, 2014**  
**5:30 p.m. at City Hall**

Minutes – Work Session

Mayor Hollie C. Cost, Council Member Rusty Nix, Council Member Willie Goldsmith, Council Member Don Hughes, Council Member Sharon Gilbert, and Council Member Dee Woodham, were in attendance. Mayor Hollie C. Cost called the work session to order at 5:27 p.m.

(Council Member Sharon Gilbert arrived at 5:30 p.m.)

**Committee Reports & Consideration of Bills**

**Public Health & Safety** (Police, Fire, Code Enforcement, Housing Abatement (Council Member Goldsmith)

Chief Jeremy Littleton – gave his report (Police Department)

12  
Council Meeting May 05, 2014

Total Cases	81
Traffic Accidents	17
Traffic Stops	232
Traffic Citations	115
Total Arrest	15
Assaults	3
Burglaries	2
Auto Burglaries	9
Domestics	13
Fraud/Forgery	4
Thefts/Attempts	4
Zone Checks	617
School Patrols	65
<b>School Patrols</b>	
Reports	8
Arrest	2
Investigations	2
Pending	1
Cases Closed	2

## Code Enforcement Activity Report April 14 – April 25, 2014

<u>Junk Cars Inspections</u>	- 0
Pending	- 1
Closed	- 0
<u>Animal Complaints Inspections</u>	- 1
Pending	- 0
Closed	- 1
<u>Abandoned Buildings/Houses</u>	- 0
Pending	- 9
Closed	- 2
<u>Un-Kept Property Inspections</u>	- 1
Pending	- 4
Closed	- 2
<u>Misc. Complaints</u>	- 2
Pending	- 1
Closed	- 1

**Chief Bill Reid – gave his report (Fire Department)**

MONTEVALLO

Incident Type Report (Summary)

Alarm Date Between {04/01/2014} And {04/30/2014}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
100 Fire, Other	1	1.19%	\$0	0.00%
111 Building fire	3	3.57%	\$0	0.00%
142 Brush or brush-and-grass mixture fire	1	1.19%	\$0	0.00%
	<b>5</b>	<b>5.95%</b>	<b>\$0</b>	<b>0.00%</b>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
300 Rescue, EMS incident, other	6	7.14%	\$0	0.00%
311 Medical assist, assist EMS crew	1	1.19%	\$0	0.00%
321 EMS call, excluding vehicle accident with	50	59.52%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	2	2.38%	\$0	0.00%
381 Rescue or EMS standby	2	2.38%	\$0	0.00%
	<b>61</b>	<b>72.61%</b>	<b>\$0</b>	<b>0.00%</b>
<b>4 Hazardous Condition (No Fire)</b>				
412 Gas leak (natural gas or LPG)	4	4.76%	\$0	0.00%
	<b>4</b>	<b>4.76%</b>	<b>\$0</b>	<b>0.00%</b>
<b>5 Service Call</b>				
500 Service Call, other	2	2.38%	\$0	0.00%
551 Assist police or other governmental agency	2	2.38%	\$0	0.00%
554 Assist invalid	2	2.38%	\$0	0.00%
	<b>6</b>	<b>7.14%</b>	<b>\$0</b>	<b>0.00%</b>
<b>6 Good Intent Call</b>				
611 Dispatched & cancelled en route	3	3.57%	\$0	0.00%
6112 No Response	2	2.38%	\$0	0.00%
661 EMS call, party transported by non-fire	1	1.19%	\$0	0.00%
	<b>6</b>	<b>7.14%</b>	<b>\$0</b>	<b>0.00%</b>
<b>7 False Alarm &amp; False Call</b>				
700 False alarm or false call, Other	1	1.19%	\$0	0.00%
721 Bomb scare - no bomb	1	1.19%	\$0	0.00%
	<b>2</b>	<b>2.38%</b>	<b>\$0</b>	<b>0.00%</b>
<b>Total Incident Count:</b>	<b>84</b>		<b>Total Est Loss:</b>	<b>\$0</b>

MONTEVALLO

Staff Activity by ID

Date Between {04/01/2014} And {04/30/2014} and  
 Staff ID = "0044 "

Date	Time	Incident	Type Code	Hours	Hrs Paid	Points
0044 BROADHEAD, BRANDON						
04/04/2014	14:49:20	14-0000246	O MX Medical At Scene	0.50	0.50	1.00
04/07/2014	11:34:17	14-0000249	O MS Medical On Standby	0.47	0.47	1.00
04/09/2014	12:12:37	14-0000250	F FX Fire At Scene	0.40	0.40	1.00
04/18/2014	12:51:00	14-0000276	M MX Medical At Scene	0.35	0.35	1.00
04/20/2014	02:07:00	14-0000282	F IV INVESTIGATE	2.10	2.10	1.00
04/21/2014	10:15:00	14-0000286	O FX Fire At Scene	0.18	0.18	1.00
04/22/2014	11:40:17	14-0000287	O MS Medical On Standby	0.16	0.16	1.00
04/25/2014	08:32:00	14-0000302	M MX Medical At Scene	0.65	0.65	1.00
04/28/2014	10:43:00	14-0000306	M MX Medical At Scene	0.18	0.18	1.00
04/28/2014	14:40:00	14-0000307	M MX Medical At Scene	0.23	0.23	1.00
04/30/2014	14:11:00	14-0000314	M MX Medical At Scene	0.37	0.37	1.00
Staff Member Totals:				5.59	5.59	11.00
Avg Per Activity:				0.51	0.51	1.00

Types: F=Fire, M=EMS/Medical, R=Rescue, O=Other

MONTEVALLO

Inspections by Inspector

Date Completed Between {04/01/2014} And  
{04/30/2014} and Inspector (Staff ID) = "0044  
"

Date	Time	Inspection Type/Occupancy	Hours
0044 BROADHEAD, BRANDON			
04/08/2014	08:00	110 PLAN REVIEW - Site MONT000004 Montevallo Middle School 135 SAMFORD ST	5.25
04/17/2014	08:00	210 INSPECTION - Site MONT000003 Montevallo High School 960 OAK ST	2.42
04/18/2014	09:31	890 CONSULTATION - Other MONT000002 Montevallo Elementary School 171 JETER CIR	0.67
04/28/2014	13:00	800 CONSULTATION - General H000014 HOUSE OF SERENDIPITY 645 MAIN ST	0.23
Total for Staff: 4			Total Hours: 8.57
Grand Total Activities: 4			Grand Totals: 8.57

## Montevallo Fire & Rescue

- First Response Rescue- Montevallo Fire & Rescue –  
Our units are operated strictly by volunteers except Monday-Friday 8am-4pm, these calls are answered by our station managers if they are available.
- Transport Unit (Transport to the hospital)- Regional Paramedical Services (RPS)

Medical rescue procedure as of now-

1. Call comes into 911
2. 911 dispatches Montevallo Fire & Rescue, and units respond if there is personnel available.
3. 911 notifies RPS dispatch in Jasper.
4. RPS dispatch notifies closest available unit and they respond.
5. Montevallo Fire & Rescue will arrive on scene and handle patient care until transport unit arrives. (If personnel were available to respond on the call)
6. RPS arrives on scene and will transport the patient to appropriate hospital. Majority of the time there is about a 20-30 min window of time before they arrive on the scene. There have been some circumstances where the time was extended.

Proposed medical transport unit- Shelby County First Battalion Rescue/Transport, managed by Southeast Shelby Rescue (a non-profit company). Southeast Shelby Rescue already has a unit operating now in Columbiana and the surrounding area.

- Transport unit will be stationed and MFRS Station #2.
- Unit will only transport for the six departments in the First Battalion which are Montevallo, West Shelby, Dry Valley, County 17, Pea Ridge and Brierfield.
- Unit is not only a transport unit but will be able to cover the first response rescue in addition to the transport.
- The medical rescue service for the City of Montevallo will not change, we will still respond to the calls. But we will know that we have a first response/ transport unit that will be arriving on the scene in approximately 10 minutes to transport or handle to first response rescue if our units were not available to respond.
- The truck been ordered, the Shelby County Health Foundation donated the funds to Southeast Shelby to purchase the truck on the basis that the truck is to be used in this area.
- Southeast Shelby will cover all operating expenses for the unit.
- Only patients that are transported to the hospital will be billed.
- The only item that the City of Montevallo will have to put into this project will be the space at MFRS Station #2.
- Renovations will be completed at Station #2 to house the 24hr personnel; we are looking for alternate funding at this time to cover these costs. This would include renovations to the second floor for sleeping quarters, kitchen, restroom and day room. Right now the personnel could be temporarily housed there with minimal renovations to the weight room area.

\*\*Essentially you are getting a paid emergency medical service at no cost to the City.

Proposed Medical rescue procedure-

1. Call comes into 911
2. 911 dispatches Montevallo Fire & Rescue, and units respond if there is personnel available.
3. 911 dispatches Shelby County First Battalion Rescue and they respond if the unit is available, if it is not available 911 will notify RPS dispatch and they will notify the closest available RPS unit.
4. Montevallo Fire & Rescue will arrive on scene and handle patient care until transport unit arrives. (If personnel were available to respond on the call if not, First Battalion will handle first response patient care and transport.)
5. Shelby County First Battalion Rescue arrives on scene in less than 10 minutes and assists with patient care if needed and transports patient to the hospital.

Chief Bill Reid said that they are going to staff a twenty-four hour, seven day a week medic unit to be housed at Station 2 and will be run by Southeast Shelby Rescue.

Brad Davis (Fire Department) gave report on the First Response Rescue.

The truck has been ordered and funded by Shelby County Health Foundation. The cost of the truck was \$157,000. The equipment for the truck will be provided by Southeast Shelby Rescue. They are not asking for any funding, just wanting permission to use the facility at Station No.2. Council Member Hughes inquired about the funding of the program and if the funding was to stop what will they do. If the funding was to stop, then they would revert back to what they are doing now but will continue to offer these services.

Council Member Woodham stated that Southeast Shelby Rescue is currently operating this at a breakeven level. The expectation will be that Montevallo will also be at a breakeven level. Southeast Shelby and Shelby County Health Foundation are basically paying our start-up cost and this in turn is an incredible benefit for our community.

Chief Reid also reported that they are working out the details of the lease agreement. The City's Architect and Inspector will need to go through the plans before any of changes are made. Also, the City Attorney will need to review the lease document for liability purposes. Mayor Cost confirmed that they just need a Motion to Utilize Station No.2 for these purchases and on contingent to any other changes that needs to be made. Project should start around October, 2014.

**Education, Arts & Outreach** – (Schools, UM , Boys & Girls Club, Library, American Village, Sister City Commission, Art Walk, Middle School Grant) Council Member Gilbert gave her report as follows:

**Education, Arts and Outreach Committee:**

The last day of school is next Thursday, May 22. MHS graduation is at 7:00 p.m. at Palmer Hall, UM.

The Shelby County Board of Education has proposed a transfer of ownership which will be discussed later.

The girls' softball team competed in regional playoffs this past weekend.

Montevallo High School Band Concert is Thursday, May 15 at 6:30 p.m.

University of Montevallo 1<sup>st</sup> term of summer school starts on May 27.

The next Sister City Commission meeting is tomorrow at 5:00 p.m.

PARNELL MEMORIAL LIBRARY  
MONTHLY REPORT  
APRIL 2014

CIRCULATION:	4294 Items Charged (Decreased by 6% from last year)		
COMPTER USE:	833 users (Decreased by 20%)		
STORYTIME/4:	82 Children (Increased by 8%)		
MOVIES/4:	72 People Attended (Decreased by 6%)		
WEBSITE VISITS:	May 1st – May 12th: 1,471		
ADULT PROGRAMS/4:	80		
ADDITIONAL CHILDRENS/3:	87		
DEPOSITS:	4/4/14	\$159.51	
	4/8/14	\$129.50	
	4/15/14	\$122.19	
	4/22/14	\$1074.13	State Aid
	4/23/14	\$207.20	
	4/24/14	\$27.00	
	4/28/14	\$136.40	
	4/30/14	\$67.10	
	4/30/14	\$14.30	
	<b>Total</b>	<b>\$1937.33</b>	

The Boys and Girls Club will have two locations this summer; Orr Park and the Montevallo Elementary School. The girls from the Girls Club just finished Girls on the run -5K this past weekend. They will be recognized at our next Council Meeting, June 2, 2014.

Sustainability (Streets & Sanitation, Recycling, Arbor & Beautification, ValloCycle, Environmental Preservation Initiatives)

Shane Dunaway (Assistant to Public Works) reported in place of Kirk Hamby. Council Member Hughes inquired about the roof at the recycling center. The roof is complete.

**Recreation, Preservation and Community Development** (Parks & Recreation, Golf Course, Youth Athletics, Trails, Historical Commission, Planning & Zoning, Annexations)

Nothing to report on Parks & Recreation at this time, Shane has not been informed to attend the City Council meetings and Ed Davis is not in to give a report on Golf.

Council Member Woodham there is a document we need to review under Other Business and requests that the Council gives the Mayor authority to enter into. This is an easement agreement with the Freshwater Land Trust, the City and land owners to extend our trail from Orr Park up to Shoal Creek Park which is the Mahler Property. This would allow protection of the creek long that way and this will also give us room for a trail, when we have the funds become available, to put it in. This agreement has been approved by the City Attorney.

Historical Commission where do we stand on the cemetery at Orr Park? Herman Lehman reported that we have contacted the surveyor, and they will get it on their schedule.

With regards to the Historical Commission, where do we stand on the Cemetery at Orr Park? Herman Lehman said that we have already contacted the surveyor. We are waiting for them to let us know when we will be put on their schedule, hopefully by the end of the month.

**Finance, Economic Development & Tourism** (Finance, MCDC, IDB, Chamber)

The Hotel RFP went out late last week early this week. The respondents have 90 days to respond.

The paving of the track itself should take place in October. The softball field is on track to be completed by year end. These are the time tables they have provided and are currently working with the University of Montevallo on this project.

Going over some of the larger bills; \$1,800 for the auditor, and \$8,000 for the Police Department Radios. The next Finance Committee meeting will be the last Wednesday of the month, May 28, 2014 at 4:30 p.m. Chief Reid asked if they could discuss heart monitors at this meeting and for it to be added to the Agenda. The Quarterly Business Breakfast is scheduled for this Friday at 8:00 a.m. On Wednesday May 21, 2014 is the Chamber of Commerce Luncheon at the Library. We need to remind everyone that the Farmer's Market starts on June 2<sup>nd</sup> from 3:00 to 6:00 p.m. (every Monday behind the Baptist Church)

**New Business**

Resolution approving Resurfacing of CR-12 (Spring Creek Road) from Shelby Street to CR-22  
Herman Lehman stated that this is a standard agreement with ALDOT to allow them to go on the road and pave.

## Old Business

Mayor Cost stated that a Poll will be added to the Website to allow additional citizenship participation in the recommendation to change the name of North Boundary, and doesn't want to make a motion until they have had ample time to participate in this poll.

Ordinance Transferring Ownership of Lot in front of Middle School to the Board of Education. Mayor Cost, Council Members Woodham and Hughes attended a meeting May 9, 2014. The primary concerns discussed: with respect to fire safety, this was clearly addressed, there will be three (3) hydrants which is above and beyond what they have right now; there is an appropriate radius for the fire department to turn around, this was confirmed by Chief Bill Reed; with respect to the Water Board and where those lines were located. Both the City Engineer and the Board of Education's Engineer are communicating, and there were no issues between them, this has also been clarified; with regards to the safety aspect, we will be significantly limiting access to a neighborhood that definitely needs the security, as all other neighborhoods do. As a city it is our obligation to make sure that the neighborhood is safe and has adequate protection. Chief Jeremy Littleton met came up with some excellent ideas and an additional access point will be opened. Primary interest right now is getting the road cut.

Council Member Hughes the proposed road that runs in front of housing authority and then joins Hwy 119. We will need to create a name for this road. It will extend out from the road that is currently there. We have permission from the State not to have a turning lane and by doing this will save us approximately \$150,000. The property that is in two (2) 25' lots, one 25' lot we picked up for taxes. The other 25' lot we are searching for the owner. In addition to this there is the removal of an abandoned house that is there. Mr. Ellis is looking into both of these and hopefully we will be able to get this cleared up. Once this has been cleared up, then we will proceed with establishing the right-away through there. This will also help us with the drainage in that area, because it will take it directly Highway 119. Mr. Ellis will provide us with a status report in approximately two weeks. If we are unsuccessful in locating the owner of the property, then a condemnation will be issued on the 25' piece of property, this will be the process we follow.

The final issue discussed was the fair exchange of property. The School Board owns about ½ acre they are asking us to deed over to them. There have been some discussions about us clearing up some deed issues for example: the Fire Department is located on School Board Property. It was discussed at the meeting the ability for us to trade out, their parking lot for the Fire Department. We also asked for the property behind the Fire Department, which is the field that is used for athletic purposes. What was presented to us was they thought that the field there would possibly be needed for accreditation purposes, because of the amount of acreage they need for high schools, they was a concern that they may not be able to accredited if they did not have enough property. They also discussed needing that property for future use of athletics.

As soon as everything gets squared away by the City and the Board of Education, then this will be brought up for a vote. It is on the Agenda now but it may come up later on for a vote tonight. Mayor Cost's recommendation is to wait until we have heard from the Board of Education first. We just like to have everything clarified before proceeding. Council Member Hughes suggested that we give the property to the Board of Education even though they have not satisfied all the conditions required of the council.

**Montevallo City Council Meeting**  
**May 12, 2014**  
**6:00 p.m. at City Hall**

Mayor Hollie C. Cost, Council Member Rusty Nix, Council Member Willie Goldsmith, Council Member Don Hughes, Council Member Sharon Gilbert, and Council Member Dee Woodham, were in attendance.

**Meeting Called to Order** - Mayor opened the meeting at 6:00 p.m.

**Pledge of Allegiance**

**Approval and/or corrections of the minutes:** (Two sets to approve)

Council Member Goldsmith made a Motion to Approve the Minutes from the April 14, 2014. Council Member Nix seconded. Abstained by Council Members Hughes and Woodham, all other Council Members said "AYES" – Motion approved.

Council Member Nix made a Motion to Approve the Minutes from the April 30, 2014 pending the inserts from Council Member Gilbert and Allie Williams. Council Member Goldsmith seconded. Abstained by Council Members Hughes, all other Council Members said "AYES" – Motion approved.

**Student Recognition / Awards:**

The following staff and students were recognized from the High School:

**Montevallo's Excellence in Service Award**

Meredith Goggins

Guadalupe Serrano

Jill Brantley

Kelsie Sanders

Remi Hernandez

Kelli Sellers

Megan Dockery

Ana Ayala

**Montevallo's Academic Excellence Award**

Austin Spears

Jakob Pierce

Anahi Jinez

Kenny Oswald

Lemetria Mounticure

Alex Buttgereit

Elizabeth Frederick

**Montevallo's School Staff Excellence Award**

Patti Dabbs

**Montevallo's Excellent Educator Award**

Rose D'Alessio

Erma Hinton

Jordan Pritchett

The following staff and students were recognized from the Elementary School:

**Montevallo Elementary Student of the Month**

Sarah Garcia-Anderson

Tyler Jones

**Montevallo Elementary Educator of the Month**

Taylor Perry

Teresa Burden

Emily Lightsey

**Montevallo Elementary Employee/Staff of the month**

Rebecca Oden

Rebecca Gentry

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

Thomas Lilly Jr. commented on the Board of Education and he doesn't want anything to hold up this project. He does want them to consider the citizens that live in this neighborhood, by blocking the street that they have had access to for a long period of time.

Mrs. Welcome wanted to thank Council Member Hughes for coming out there on Easter Sunday to pave some of the pot holes on Hwy 203. These pot holes have resurfaced. She also brought up the information about the tree hanging off. Council Member Hughes said the limbs are out to the right away and we will get this taken care of. As far as the temporary patching – these will need to be excavated each and this will continue to happen until it is completely repaired.

Ms. English she had a meeting with Kirk Hamby, Michael Harmon and Shane Baugh and they are all on track. They started rebuilding the Butterfly Garden, which was pretty much gone; with donated plants and plants donated from the Botanical Gardens they were able to fix the garden.

The Community Garden has to be located on the Housing Authority property because that was what the Grant was given to us for. The Housing Authority actually selected to do it over there first. Mrs. English also said that the Birmingham Coalition for Community Gardens had already put Seed the able but after a few meetings and discussions they have also added UM's and the Edible Forest Garden and they would like to add that garden to their website. There is a lot of publicity and promoting Montevallo.

Blue & Green Ribbon – see report provided by the Shelby County Humane Society and the information regarding the ASPCA Rachael Ray \$100K Challenge to receive Grant Money.



## What does the Blue & Green Ribbon mean?

This summer, our community is going to save the lives of 1200 homeless pets!

**Shelby Humane Society** has been accepted into the **ASPCA Rachael Ray \$100K Challenge** and will be competing against 49 other shelters across the country for a chance at more than \$600,000 in grant funds, including a grand prize of \$100,000! We have set a big goal—to **save 1200 this June, July, & August!** Our incredible community can make this grand goal a life-saving reality. Each pet adopted through SHS is fixed, chipped, vaccinated, and dewormed; these costs add up. Every ribbon purchased (\$25) contributes directly to making a homeless pet ready to be adopted into a loving and happy home. As the nation's eyes are watching, it is the best opportunity to show your support of our life-changing and life-saving goal, and to show the country that we are a community that genuinely cares about its people and pets.

As we strive to achieve our goal, and most importantly, save more lives, we can win anywhere from \$5,000 to \$100,000 from the ASPCA. This much-needed funding will help us continue our life-saving programs—programs that help keep pets in their loving homes and that reduce the pet overpopulation crisis. This summer is an incredible opportunity to make a lasting difference in animal welfare. Let's create a summer memory to last a lifetime.

**Are you on Facebook, Twitter, Instagram, or Pinterest?** You can help us even more by using social media to share a picture of your ribbon on your door, mailbox, business, church, and around your neighborhood. Simply post a picture and use the hashtag: **#shelbyhumanesociety**. And tag us too: **@ShelbyHumaneSociety**. We will share them on our Facebook feed which is linked nationally with the ASPCA for the challenge!

Mr. HG asked who made the proposal to change the name of North Boundary. Mayor Cost went into detail as to why there has been an interest in changing the name and explained the Poll that will be placed on the website along with Facebook and the options the citizens will have to choose from.

### **NEW BUSINESS**

There has been a Resolution for resurfacing County Road 12 (Spring Creek Road) from Shelby Street to County Road 22. We discussed this in our Work Session. Mayor Cost called for a Motion. Council Member Woodham moved to the Motion for Resolution for Resurfacing CR-12 (Spring Creek Rd) from Shelby St to CR-22. Council Member Hughes second. ALL AYES ... MOTION APPROVED

Herman Lehman stated that the Resolution for Back to School Sales Tax Holiday should fall under New Business and it is an Ordinance not a Resolution. So if we could leave the regular order of business. Mayor Cost called for a motion to request to leave the regular order of business. Council Member Hughes moved to approve motion. Council Member Nix second. ALL AYES ... MOTION APPROVED

We have an Ordinance for declaring August 1 – 3, 2014 “Back to School” Sales Tax Holiday, Mayor Cost called for a Motion. Council Member Nix moved to approve the Motion, Council Member Goldsmith second. ALL AYES ... MOTION APPROVED.

Mayor Cost called for a motion to go back into the regular order OF business. Council Member Woodham moved to approve motion, Council Member Goldsmith second. ALL AYES ... MOTION APPROVED.

### **OLD BUSINESS**

Mayor Cost said we had discussed changing the name of North Boundary, we have not had enough public input to make any changes and recommends carrying this over for a ruling at the next Council Meeting scheduled for June 2, 2014.

The next item on the Agenda is the Ordinance transferring ownership of the Lot in front of the Middle School to the Board of Education. As discussed in the work session it is Mayor Cost’s recommendation to wait until we hear from the School Board and we would need to have a special called meeting to vote on this. Council Member Hughes inquired about recessing this meeting. Mayor Cost said that we would have to recess it to a specific date and we do not have that information. Council Member Hughes went into detail as to why we should go ahead and approve this, since they are expected to spend at least \$8,000,000 on the three schools and would like to expedite the process.

Council Member Hughes moved to approve a Motion to approve offering the lot to the Board of Education for the construction of the Middle School property. No one second the motion and Mayor Cost requested that this be included on the next Agenda. Mayor Cost said that she would contact the Board of Education to inquire on the status, and she will call for a special meeting to vote on this.

## **BOARD APPOINTMENTS**

We have had a recommendation from Tom Walker to reappoint Robert K. (Kirk) Lightfoot to a term on the American Village Education Building Authority to expire on November 11, 2019. He was very complimentary of his performance. Mayor Cost called for a Motion. Council Member Nix moved to approve the motion to appoint Robert K (Kirk) Lightfoot to a term on the American Village Education Building Authority, Council Member Goldsmith second. ALL AYES ... MOTION APPROVED.

## **OTHER BUSINESS**

We have the issue of the Easement Agreement and we have discussed this already in the work session. Mayor Cost called for a Motion. Council Member Hughes moved to approve the Motion of the Easement Agreement, Council Member Nix second. ALL AYES ... MOTION APPROVED.



The Freshwater Land Trust wants to first thank you for considering a trail easement on your property. As an accredited Land Trust, we are a recognized land conservation organization that meets national standards for excellence, uphold the public trust, and ensure that conservation efforts are permanent. The following is a draft conservation easement document between you (the landowner), the Freshwater Land Trust and the City of Montevallo. Easements are custom designed and negotiated to meet the personal needs of each individual landowner. We frequently tell our partners that no two easements are alike because no two landowners are alike.

The conservation easement document outlines:

- Why we are doing this
- The rights of the grantor (you – the land owner), grantee (the Freshwater Land Trust) and the City of Montevallo
- Descriptions of where the property is and where the trail will go
- Maintenance of the trail

You will notice that there are parts of the document which are not complete and that is where we will need you, the landowner, to tell us what you need to feel comfortable with this easement.

- Exhibit A will be map, legal description and possibly a survey of the property
- Exhibit B will be what we call Baseline Documentation which are photographs and GPS coordinates of the property as it looks at the time the easement is put into place.
- Exhibit C will describe the trail

We welcome any questions or concerns you may have. Again thank you for your consideration to allow a trail easement on your property.

Rebekah Parker

Conservation Programs Manager  
205-417-2777  
[rebekah.parker@freshwaterlandtrust.org](mailto:rebekah.parker@freshwaterlandtrust.org)



**WHEREAS**, the Property, in addition to the preservation of green space, also possesses public recreational and trail use value of great importance to the people of Shelby County and the State of Alabama; and

**WHEREAS**, the Grantee is a publicly supported, tax-exempt nonprofit organization and a qualified organization under Sections 501(c)(3), 509(a) and 170(h), respectively, of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Internal Revenue Code"), whose primary purpose is acquiring and maintaining lands that protect water quality and preserve open space, and is authorized to act as a qualified "Holder" under the Alabama Uniform Conservation Easement Act (Act 97-715: the "Alabama Conservation Easement Act") to accept and hold conservation easements; and

**WHEREAS**, the specific Conservation Values of the Property are further documented in an inventory of relevant features of the Property, dated \_\_\_\_\_, attached hereto as Exhibit "B" and incorporated by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this grant; and

**WHEREAS**, the Grantee intends to facilitate the development of certain recreational infrastructure and trail use as described and graphically depicted in Exhibit "C" (the "Public Recreation Facilities") for the benefit of the public in cooperation with the City of Montevallo, a municipal corporation of the State of Alabama, within which the Property is located ( the "City"); and

**WHEREAS**, the Grantee and the City have agreed that the City would assume the sole responsibility for the design, construction, operation and

maintenance of a pedestrian trail over the general location set forth in Exhibit "C" and in accordance with the design specifications set forth in Exhibit "D" hereto (the "Trail"), and the City has joined in the execution of this Easement Deed for the purpose of evidencing its agreement to construct the Trail in such location and in accordance with those design specifications within a reasonable time following the execution and delivery of this Easement Deed by Grantor; and

**WHEREAS**, the City shall be deemed to constitute a third-party beneficiary under the term of this Easement Deed for all purposes relating to the construction, maintenance and operation of the Trail and any related improvements within the Public Recreation Facilities; and

**WHEREAS**, Grantor intends that the Conservation Values of the Property and public recreation and trail use potential be preserved and maintained by permitting only those land uses on the Property that do not significantly impair or interfere with those land uses described in Exhibit "B" existing at the time of this grant and with future public recreational use facilitated by the construction of the Trail and Public Recreation Facilities (which term as used herein shall include the construction, maintenance, operation and use of the Trail); and

**WHEREAS**, Grantor (insert "desiring to make a charitable gift for the benefit of the citizens of Shelby County and the State of Alabama," if donating) further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity and the right to construct, operate and maintain the Trail and other Public Recreation Facilities;

**NOW, THEREFORE**, in consideration of (insert "the foregoing" if donating or "\$ \_\_\_\_\_" paid by Grantee to Grantor if purchasing), together with the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of Alabama, and in particular the Uniform

Conservation Easement Act of 1997, Grantor hereby voluntarily grants, bargains, sells and conveys to Grantee a conservation and trail easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth, together with all powers and rights necessary to preserve, protect, manage and restore the Property, and to enforce all of the terms, covenants and restrictions provided for herein (the "Easement").

**1. Purpose and Duration.** It is the purpose of this Easement to assure that the Property will be retained forever in its natural and/or restored condition and to prevent any use of the Property that would impair or interfere with the preservation of the Conservation Values of the Property or the construction, operation, maintenance and use of the Public Recreation Facilities. Grantor intends that this Easement will confine the use of the Property to the use by the public of the Public Recreation Facilities, and to those reserved use rights of Grantor described in Paragraph 2 hereof, as are not inconsistent with the purpose of this Easement. This Easement shall be perpetual, and it is intended to be and is hereby declared to constitute a "Conservation Easement" under the terms of the Alabama Conservation Easement Act.

**2. Rights of Grantor.** Grantor reserves to itself, and to its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not prohibited herein or are not inconsistent with the purpose of this Easement and the use of the Public Recreation Facilities by the public. Without limiting the generality of the foregoing, and subject to the terms of Paragraphs 3 & 4, the following rights are expressly reserved:

a. To engage in and permit others to engage in private recreational uses of the Property, including, without limitation, hiking, camping and fishing, that require no surface alteration or other development of the land. Recreational uses shall not include the use of

motorized vehicles, including motorcycles, all-terrain or off-road vehicles, aircraft, jet skis, or motorized boats in a manner that impairs or interferes with the preservation of the Conservation Values of the Property;

b. To sell, lease, give, mortgage or otherwise convey the Property, or any portion thereof, provided such conveyance is made expressly subject to the terms of this Easement and that advance written notice is provided to the Grantee;

c. With prior approval of the Grantee, which shall not be unreasonably withheld, the following improvements to the Property by the Grantor are permitted:

(1) The maintenance, renovation or replacement of existing buildings, structures, and improvements in substantially their present location as shown on Exhibit "B" or as placed or constructed under Subparagraph (2) below; provided, that any renovation or replacement of an existing building, structure, or improvement may not substantially alter its character or function or increase its present height, or the land surface area it occupies;

(2) The placement or construction of pedestrian trails or recreational facilities for personal use, provided that plans for the same are first submitted to and approved by Grantee, and further provided that such facilities do not impair or interfere with the preservation of the Conservation Values of the Property or the construction, operation, maintenance or use by the public of any improvements comprising the Public Recreation Facilities.

d. The installation, repair, replacement, or maintenance of utility systems or extension of existing utility systems, including, without

limitation, water, sewer, power, fuel, and communication lines and related facilities, provided that plans for the same are first submitted to and approved by the Grantee, and further provided that such facilities are designed and constructed in a manner that will not materially impair or interfere with the preservation of the Conservation Values of the Property or the use of the Public Recreation Facilities;

e. The following specific improvements, which are determined by Grantee to be consistent with the purposes of this Easement and will not impair or interfere with the preservation of the Conservation Values of the Property or the use of the Public Recreation Facilities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

f. The following specific uses are also explicitly permitted, which are determined by Grantee to be consistent with the purposes of this Easement and will not impair or interfere with the preservation of the Conservation Values of the Property or the use of the Public Recreation Facilities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**3. Rights of Grantee.** To accomplish the purpose of this Easement and the construction and use of the Public Recreation Facilities the following rights are conveyed to Grantee, and to the City as the third-party beneficiary, hereunder, under the terms of this Easement Deed:

a. To take all actions and to exercise all powers necessary to preserve and protect the Conservation Values of the Property;

b. To review activities which involve the disturbance of land or vegetation, prior to such disturbance taking place. Grantor shall notify Grantee in writing not less than thirty days prior to the date Grantor intends to undertake the activity in question. Grantee shall grant or withhold approval in writing within thirty (30) days of receipt of Grantor's written request therefore. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purposes of this Easement;

c. To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement in accordance with Paragraph 7; provided, that except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property;

d. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement, and to require of the Grantor the restoration of any areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the exercise of those remedies set forth in Paragraph 7; and

e. To construct, operate, maintain and use the Trail and Public Recreation Facilities and, and to permit the use of the Trail and other Public Recreation Facilities by members of the general public.

**4. Rights and Obligations of the City.** To accomplish the purpose of this Easement and the construction, maintenance, operation and use of Public

Recreation Facilities, the City shall have rights and obligations in addition to its rights as a third-party beneficiary hereunder:

a. The City shall be solely responsible for constructing all improvements that shall be encompassed within the Public Recreation Facilities as generally described in Exhibit "C", and the Grantor and Grantee shall have no responsibility for constructing the Trail or any improvements comprising the Public Recreation Facilities or for paying any cost associated therewith;

b. The City shall have a duty to maintain, at its expense, all improvements comprising the Public Recreation Facilities and Trail, and to pay all associated costs, to include, but to not be limited to (i) the repair and maintenance of the Trail, (ii) the removal of debris, (iii) cleaning and maintaining the Public Recreation Facilities, and (iv) performing all of the acts necessary to enable the Trail and Public Recreation Facilities to be used in a safe and unobstructed manner by the general public; and

c. The City shall be solely responsible for and shall indemnify and hold the Grantor and Grantee both harmless from and against any claims or expenses arising out of the operation and use of the Trail and Public Recreation Facilities, including reasonable attorney fees and costs incurred in connection therewith. Provided, however, that the amount of such indemnity shall not exceed the limit of liability for municipalities or governmental entities set by Alabama law, including but not limited to Sec. 11-93-2, Code of Ala. 1975.

**5. Prohibited Uses.** Any activity on or use of the Property inconsistent with the purposes of this Easement is prohibited. Without limiting

the generality of the foregoing, the following activities and uses by the Grantor are expressly prohibited:

a. The legal or de facto division, subdivision, or partitioning of the Property for any purpose, except as may be required by law for the uses permitted in Paragraph 2;

b. Any commercial or industrial use of or activity on the Property, other than those permitted under Paragraph 2;

c. The placement, construction, or maintenance of any buildings, structures, or other improvements of any kind (including, without limitation, fences, roads, parking lots, utility lines and related facilities), other than those permitted under Paragraph 2;

d. Any alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod, except as maybe required in the course of any activity expressly permitted herein or, after notice to the appropriate state agency and with the prior approval of Grantee, archaeological investigation; provided that construction materials, such as rock, dirt, sand, and gravel, may be taken for use in connection with permitted activities on the Property only from locations approved by Grantee;

e. Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant depletion or pollution of any surfaces or subsurface waters;

f. Any new or additional use that substantially increases pollution or that would interfere with the preservation of the Conservation Values of the Property;

g. The pollution, alteration, depletion or extraction of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies; nor shall activities be conducted on the Property or on adjacent property, if owned by Grantor, that would be detrimental to water purity or that could alter the natural water level or flow in or over the Property. Specifically, there should be no alteration or manipulation of Wetlands without express written approval of both the U.S. Army Corps of Engineers, when such wetlands fall in their jurisdiction, and of the Grantee;

h. The pruning, cutting down, or other destruction or removal of trees or other vegetation described in Exhibit "B", except as necessary to control disease, remove hazards to human safety, keep existing trails and roads open and passable, and to remove invasive exotic species;

i. The use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides, except as specifically permitted under Paragraph 2 or otherwise approved in writing by Grantee;

j. The processing, storage, dumping, or other disposal of wastes, refuse, and debris on the Property;

k. The placement of any signs or billboards on the Property, except that signs whose placement, number, and design do not significantly diminish the scenic character of the Property may be displayed to state the name and address of the Property, to advertise or regulate on-site activities permitted pursuant to Paragraph 2, including historic property markers and interpretive signage, to advertise the

Property for sale or rent, and to post the Property to control unauthorized entry or use;

l. The exploration for, or development and extraction of minerals and hydrocarbons by any surface mining method or any other method that would impair or interfere with the Conservation Values of the Property. Prior to engaging in any mineral exploration, development, or extraction by any method not otherwise prohibited by this paragraph, Grantor must notify Grantee and submit a plan for Grantee's approval that provides for minimizing the adverse effects of the operation on the Conservation Values of the Property. In addition to such other measures as may be required to protect the Conservation Values of the Property, the plan must provide for: (1) preserving the quantity and quality of all surface and ground water; (2) concealing all facilities or otherwise locating them so as to be compatible with existing topography and landscape to the greatest practicable extent; and (3) restoring any altered physical features of the land to their original state; and

m. Hunting, trapping, or in anyway taking of wildlife, except as permitted under Paragraph 2.a. herein.

6. **Amendment.** If circumstances arise under which an amendment to this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement, with the written consent of the City if such Amendment relates to the Trail or other Public Recreation Facilities; provided, that any amendment shall be consistent with the purpose of this Easement and the preservation of the Conservation Values, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official real property records of Shelby County, Alabama.

7. **Grantee's Remedies.**

a. **Mediation.** If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this Easement, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may refer the dispute to Mediation by request made in writing to the other;

b. **Notice of Violation; Corrective Action.** If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and specify the corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee;

c. **Injunctive Relief.** If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to continue diligently to cure such violation within the thirty day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury;

d. **Damages.** Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Grantor's liability

therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property;

e. **Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section 7 without prior notice to Grantor or without waiting for the period provided for cure to expire;

f. **Scope of Relief.** Grantee's rights under this Section 7 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and the Grantee shall be entitled to the injunctive relief described in Paragraph 7(c), both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 7 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity;

g. **Costs of Enforcement.** All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement, shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action, each party shall bear its own costs;

h. **Forbearance.** Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement

by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver;

i. **Waiver of Certain Defenses.** Grantor hereby waives any defense of laches, estoppel or prescription; and

j. **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, but without limitation, fire, flood, storm and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such events or causes.

**8. Costs, Liabilities, Taxes, and Environmental Compliance.**

a. **Costs, Legal Requirements, and Liabilities.** With the exception of that portion of the Property encompassed within the Public Recreation Facilities, Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use of such partition of the Property permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep such portion the Property free of any liens arising out of any work performed for, materials furnished to, or other obligations incurred by Grantor;

b. **Title.** The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey this Easement Deed; that the Property is free and clear of any and all encumbrances, including but not limited to, any mortgages or leases not subordinated to this Easement Deed; and that the Grantee and the City shall have the use of and enjoy all of the benefits derived from and arising out of this Easement Deed; and

c. **Hazardous Waste.** The Grantor covenants, represents and warrants to the Grantee that to his/her knowledge no hazardous substance or toxic waste exists or has been generated, treated, stored, used, disposed of, or deposited on or in the Property, and that there are not now any underground storage tanks located on the Property.

**9. Transfer, Assignment, Extinguishment, and Condemnation.**

a. **Parties Subject to Easement.** The covenants agreed to and the terms, conditions, and restrictions imposed by this Easement grant shall not only be binding upon the Grantor, but also upon its lessees, agents, successors and assigns, and all other successors to Grantor in interest, and shall continue as a servitude running in perpetuity with the Property;

b. **Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement by reference in any deed, mortgage, lease or other legal instrument by which it may divest itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest in the Property at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way;

c. **Merger.** The Grantor and the Grantee agree that the terms of this Easement shall survive any merger of the fee and easement interest in the Property;

d. **Assignment.** This Easement is transferable, but Grantee and/or the City may assign their rights and obligations under this Easement only to a governmental entity or to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold conservation easement under the Alabama Conservation Easement Act (or any successor provision then applicable) or the laws of the United States. As a condition of any such transfer, Grantee shall require that the Conservation Values that this Easement grant is intended to advance and

the use of the Trail and other Public Recreation Facilities continue to be carried out. Grantee and the City each agrees to give written notice to Grantor of any assignment at least thirty (30) days prior to the date of such assignment. The failure of Grantee or the City to give such notice shall not affect the validity of such assignment, nor shall it impair the validity of this Easement or limit its enforceability in any way;

e. **Extinguishment.** If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the Easement, or proportionate part thereof, as determined in accordance with Paragraph 9;

f. **Valuation.** This Easement constitutes a real property interest immediately vested in Grantee, which, for the purpose of Paragraphs 9.e. and 9.g., the parties stipulate to have a fair market value determined by multiplying (1) the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by (2) the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. For the purpose of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant;

g. **Condemnation.** Any condemnation of property subject to this Easement shall be in accordance with the provisions of Section 18-1A-72(b), Code of Alabama, 1975. If all or any part of the Property is taken by

exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in Paragraph 9, and shall be shared by Grantee and the City in proportion to the determined fair market values of the interest taken; and

h. **Application of Proceeds.** Grantee and the City shall use any proceeds received under the circumstances described in this Section 9 in a manner consistent with the Conservation Values which are exemplified by this grant.

10. **Estoppel Certificates.** Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantor's compliance with any obligation of Grantor contained in this Easement or otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within thirty (30) days of receipt of Grantor's written request therefor.

11. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Grantee: Freshwater Land Trust  
2308 1<sup>st</sup> Avenue North  
Birmingham, Alabama 35203

To City: The City of Montevallo  
545 Main Street  
Montevallo, Alabama 35115

or to such other address as either party from time to time shall designate by written notice to the other.

**12. Recordation.** Grantee shall record this instrument in timely fashion in the official records of Shelby County, Alabama, and may re-record it at any time as may be required to preserve its rights in this Easement.

**13. Grantee's Actions; Grantor's Reliance.** The Grantee shall have the primary responsibility for the administration and enforcement of the terms of the Easement and shall be authorized to take any necessary actions and grant or withhold any consents or approvals insofar as such actions or approvals relate to the management of the Property and the enforcement of the terms and provisions of this Easement. Grantor shall be entitled to rely solely upon any written consent or approval executed by the Grantee with respect to any of the terms of this Easement insofar as they relate to actions, powers or rights conferred upon Grantee or the City under the terms of this Easement.

**14. General Provisions.**

a. **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Alabama;

b. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purpose of this Easement and the policy and purpose of the Alabama Conservation Easement Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid;

c. **Severability.** If any provision of this Easement Deed, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement Deed, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby;

d. **Entire Agreement.** This Easement Deed sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein;

e. **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect;

f. **Joint Obligation.** The obligations imposed by this Easement upon Grantor shall, if applicable, be joint and several;

g. **Termination of Rights and Obligations.** A party's rights and obligations under this Easement Deed shall terminate upon transfer of the party's interest in the Easement or Property in accordance with the term of this

Easement Deed, except that liability for acts or omissions occurring prior to transfer shall survive transfer;

h. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation; and

i. **Counterparts.** The parties may execute this instrument in counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have set their hands on the day and year first above written.

**GRANTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**GRANTEE:**

**FRESHWATER LAND TRUST**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**JOINDER AND CONSENT**

**IN WITNESS WHEREOF**, the City joins in the execution of this Easement Deed for the sole purpose of evidencing its consent and approval of the terms thereof and its agreement to perform those terms and conditions to be performed by it in connection with the design, construction, maintenance and operation of the Trail and other improvements comprising the Public Recreation Facilities.

**The City of Montevallo**, a municipal corporation of the State of Alabama

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ALABAMA        )  
  )  
COUNTY OF SHELBY        )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the City of Montevallo, a municipal corporation of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

—

Notary Public  
My

Commission

[AFFIX SEAL]

Expires: \_\_\_\_\_

STATE OF ALABAMA        )  
  )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the **Freshwater Land Trust**, a nonprofit Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as an officer of the Freshwater Land Trust, and with full authority, executed the same voluntarily for and as the act of said nonprofit corporation on the day the same bears date.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

—

Notary Public  
My Commission

[AFFIX SEAL]  
Expires: \_\_\_\_\_

STATE OF ALABAMA        )  
  )  
COUNTY OF \_\_\_\_\_  )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name as Grantor, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she with full authority, executed the same voluntarily the day the same bears date.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

—

Notary Public  
My \_\_\_\_\_ Commission

[AFFIX SEAL]  
Expires:\_\_\_\_\_

## SCHEDULE OF EXHIBITS

- A. Legal Description of Property Subject to Easement
- B. Baseline Documentation
- C. Description of Public Recreation Facilities
- D. Design Specifications for Trail

The Fire Department has requested that we approve the use of their building (Station No.2) for the extended services that they outlined in our meeting. Council Member Woodham requested that we make this contingent and have the Engineer, Architect and City Attorney review the documents prior to signing of the lease. Mayor Cost called for a Motion. Council Member Nix moved to approve this Motion, Council Member Hughes second. ALL AYES...MOTION APPROVED.

Council Member Woodham requested that the memorandum of understanding between the City and the Cooperative District to be added to the Agenda for next week. This will give Debby Raymond time to get with Susan Hayes and present us with the formal document they both agree to.

University of Montevallo Board of Trustees voted unanimously to give President Stewart the authority to enter into a lease agreement with the Cooperative District depending on the response we receive on the Hotel's RFP. There has been no decision on what to do with the Jeter Building at this time.

#### **CITIZEN PARTICIPATION**

Thomas Lilly Jr., recommended that we put in a traffic light.

Mayor Cost called for a Motion to Adjourn. Council Member Nix moved to approve Motion, Council Member Goldsmith. ALL AYES ... MOTION APPROVED.