

## **MINUTES**

### **Montevillo City Council Work Session**

**May 8, 2017**

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

**Mayor Hollie Cost, Council Member Rusty Nix, Council Member Willie Goldsmith, Council Member Tiffany Bunt and Council Member Jason Peterson were in attendance. Council Member Matt Walker was absent.**

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

Freda Shivers with the Montevillo Boys & Girls Club presented the following:

I have listed below the changes we would like to make here at the Boys & Girls Club. We are working with Bobby Hughes to do this project for us. He sent us his cost and I feel sure the BGCCA Board will approve, with the exception of the covering for the picnic tables which came in at over \$15,000. Bobby is looking for a cheaper option so I would still like to get that approved. Is it too late for me to come to the Work Session and/or City Council meeting tonight to get these things approved?

- 1- Divide the big room into 3 program areas by building walls.
- 2- Creating backpack storage by taking doors off the existing cabinets
3. Remove the roll up door and replacing it with a wall.
- 4- Creating a double door entrance either in the new wall or where the existing door is.
- 5- Staining the concrete floor
- 6- Installing a carport-type covering over the concrete patio on the end.
- 7- Installing an intercom and camera system
- 8- Make the partial wall next to the stairs to the attic a solid wall and put a door at the bottom of the stairs. We will ask the UM art department to paint a mural on this wall.
9. Put a Sign on the door similar to the Holsombeck Park & Rec building sign.

Ms. Shivers informed the council they will not be renting the facility to the public beyond what was already scheduled through June. She noted that the walls they plan to erect will be constructed so they can be easily removed without damaging the building.

Mayor Cost thanked Ms. Shivers for the work they do with our children. She said she hopes this move will get them one step closer to having a permanent facility of their own.

Council Member Nix asked to delay the vote on this until the next meeting.

Kirk Hamby said he likes the plan for the walls.

Council Member Goldsmith asked what they will use the old office for. Ms. Shivers said it will remain an office.

Mayor Cost noted that the facility will still be available to us for Arbor Day and Elections.

Ms. Shivers said the large room will still handle the events mentioned. They are also making sure the HVAC covers the additions and that they meet all fire codes.

Council Member Nix questioned whether Arbor Day would still function with the new layout. Ms. Shivers explained that it would. She also said she hoped they could finish the work before the end of the school year, or at least before the end of the summer.

Chief Bill Reid updated the council on activity at the Fire Department. He had no data for April. They have four volunteers in Firefighter 1 training. Rescue 20 is almost ready. The SCBA Air Packs have arrived. They train on the use of those Monday night. No updates on the pumper truck. They received a grant for an industrial washer and dryer for turnout gear. They start their building project in June. Otherwise, they are staying busy and have had no major issues.

Council Member Nix asked if the matching funds for the grant is in his budget. The Chief said the items would not be delivered until the next fiscal year so the cost will come from that budget. The match for the SCBAs typically comes from the Health Foundation. They have changed the way they allocate those funds so we will know in July if we get the full match for those.

**Chief Jeremy Littleton presented the Police Department Report:**



# Montevallo Police Department City Council Report

Date:  
05/08/2017

### Patrol Report:

Total Calls:  
648

Total Cases:  
124

Traffic Accidents:  
20

Traffic Stops:  
210

Traffic Citations:  
123

Total Arrests:  
42

Burglaries:  
2

Auto Burglaries:  
2

Domestics:  
16

Assaults:  
4

Fraud/Forgery:  
4

Thefts/Attempts:  
4

Zone Checks:  
387

School Patrols:  
55

### Investigations (New Cases):

Felony Cases Pending:  
3

Felony Cases Closed:  
5

Misdemeanor Cases Pending:  
0

Misdemeanor Cases Closed:  
5

### School Resource Report:

Offense Reports:  
1

Incident Reports:  
0

Traffic Accident Reports:  
0

Arrest Reports:  
0

Cases Pending:  
0

Cases Closed:  
0

Additional Comments:



## Montevallo Police Department Code Enforcement Activity Report

Date:  
05/05/2017

Inspection Period  
04/24/2017

Inspection Period  
05/08/2017

### Inoperable Vehicle Inspections:

|                 |               |              |
|-----------------|---------------|--------------|
| Inspected:<br>0 | Pending:<br>2 | Closed:<br>0 |
|-----------------|---------------|--------------|

### Animal Complaint Inspections:

|                 |               |              |
|-----------------|---------------|--------------|
| Inspected:<br>1 | Pending:<br>0 | Closed:<br>1 |
|-----------------|---------------|--------------|

### Abandoned Building Inspections:

|                 |                |              |
|-----------------|----------------|--------------|
| Inspected:<br>0 | Pending:<br>33 | Closed:<br>0 |
|-----------------|----------------|--------------|

### Property Inspections:

|                 |               |              |
|-----------------|---------------|--------------|
| Inspected:<br>0 | Pending:<br>1 | Closed:<br>0 |
|-----------------|---------------|--------------|

### Miscellaneous Complaints:

|                 |               |              |
|-----------------|---------------|--------------|
| Inspected:<br>0 | Pending:<br>0 | Closed:<br>0 |
|-----------------|---------------|--------------|

|                 |                                     |                                       |
|-----------------|-------------------------------------|---------------------------------------|
| Inspected:<br>1 | Total Inspections this Period:<br>1 | Total Inspections Year to Date:<br>13 |
|-----------------|-------------------------------------|---------------------------------------|



**Montevallo Police Department  
Code Enforcement Activity Report**

**Inspections this Period:**  
Stray dogs reported to patrol.

**Inspections Pending Continued from Last Period:**  
Moody St Inoperable Vehicle. Letter sent to owner. Current Tag and leally parked. Unknown running condition.  
RV at Walden Court. Owner does not have vehicle to tow trailer. Given 60 day extension from 4/12/2017.  
Western Dr inoperable vehicles.

**Cases Closed this Period:**  
Stray dogs reported to patrol. Same dogs as last time. no threatning to people. just loose.

**Other Comments:**

Montavito Police Department Stats

|                   | January-17 | February-17 | March-17 | April-17 | May-17 | June-17 | July-17 | August-17 | September-17 | October-17 | November-17 | December-17 | Total |
|-------------------|------------|-------------|----------|----------|--------|---------|---------|-----------|--------------|------------|-------------|-------------|-------|
| Total Cases       | 123        | 91          | 116      | 124      |        |         |         |           |              |            |             |             | 454   |
| Criminal Cases    | 50         | 35          | 60       | 40       |        |         |         |           |              |            |             |             | 185   |
| Non-Criminal      | 11         | 20          | 25       | 20       |        |         |         |           |              |            |             |             | 76    |
| Traffic Accidents | 18         | 11          | 17       | 20       |        |         |         |           |              |            |             |             | 66    |
| Traffic Citations | 127        | 135         | 224      | 123      |        |         |         |           |              |            |             |             | 609   |
| DUI Arrests       | 2          | 3           | 1        | 6        |        |         |         |           |              |            |             |             | 12    |
| Public Intox Arr  | 2          | 0           | 1        | 1        |        |         |         |           |              |            |             |             | 4     |
| Alts Arrests      | 14         | 12          | 12       | 17       |        |         |         |           |              |            |             |             | 55    |
| Juvenile Arrests  | 0          | 1           | 0        | 0        |        |         |         |           |              |            |             |             | 1     |
| Misc Arrests      | 12         | 11          | 6        | 11       |        |         |         |           |              |            |             |             | 40    |
| Felony Arrests    | 3          | 3           | 2        | 3        |        |         |         |           |              |            |             |             | 11    |
| Drug Related      | 4          | 5           | 4        | 4        |        |         |         |           |              |            |             |             | 17    |
| Total Arrest      | 37         | 33          | 31       | 42       |        |         |         |           |              |            |             |             | 143   |
| Auto Theft        | 0          | 0           | 1        | 1        |        |         |         |           |              |            |             |             | 2     |
| Burglaris         | 1          | 4           | 5        | 2        |        |         |         |           |              |            |             |             | 12    |
| Auto Recoveries   | 0          | 0           | 0        | 0        |        |         |         |           |              |            |             |             | 0     |
| Auto Burglaris    | 2          | 1           | 2        | 2        |        |         |         |           |              |            |             |             | 7     |
| Criminal Mischief | 3          | 1           | 0        | 4        |        |         |         |           |              |            |             |             | 8     |
| DV Related        | 15         | 9           | 17       | 16       |        |         |         |           |              |            |             |             | 57    |
| Assaults          | 3          | 1           | 2        | 4        |        |         |         |           |              |            |             |             | 10    |
| Frayed/Fighty     | 7          | 1           | 2        | 4        |        |         |         |           |              |            |             |             | 14    |
| Hears / Rock      | 7          | 6           | 8        | 5        |        |         |         |           |              |            |             |             | 26    |
| Misc. Offenses    | 8          | 17          | 14       | 13       |        |         |         |           |              |            |             |             | 52    |
| Robberies         | 1          | 1           | 0        | 2        |        |         |         |           |              |            |             |             | 4     |
| Thefts / Attempts | 11         | 6           | 6        | 4        |        |         |         |           |              |            |             |             | 27    |
| Suicide Attempts  | 1          | 3           | 1        | 0        |        |         |         |           |              |            |             |             | 5     |
| Suicides          | 0          | 0           | 0        | 0        |        |         |         |           |              |            |             |             | 0     |
| Deaths            | 2          | 1           | 1        | 2        |        |         |         |           |              |            |             |             | 6     |

Karen Ober  
9:18 AM  
5/7/2017

Council Member Goldsmith informed the council that the Public safety Committee is still compiling information on the crosswalk issue. It should be ready at the next meeting.

Kirk Hamby said his crews are still clearing tree debris from the last storm. They are running wide open. They are also busy cutting right-of-ways. Things at the Recycling Center are going well. Birmingham Recycling is now picking up our materials. They have installed 48 Bicentennial banners so far. Seven more are coming in soon. The cemetery business is booming. We are seeing a lot of business from people living in other areas. We

have received a lot of compliments on the condition of the cemetery. We are also priced affordably.

In response to a question from Council Member Nix, Mr. Hamby said our grave lot sizes are a bit larger than our competitors, which makes things easier on our crews. He said they are 11' by 6'3".

Calvin Meadows, a local funeral home director, told the council that folks in his industry say our cemetery is the best around and that our upkeep is great.

Mr. Hamby said the Ora Lee Jones 5K was last Saturday. UM graduation was Saturday, too. Soccer has 3 more weeks to go.

Council Member Nix presented the Golf Course report:

## Montevallo Golf Club Monthly Report April 2017

| <u>Rounds Played</u> | <u>MTD</u>   | <u>YTD</u>   |
|----------------------|--------------|--------------|
| 2016                 | 954          | 4,118        |
|                      | <u>1,060</u> | <u>4,138</u> |
|                      | <106>        | < 20>        |

There were 4 days in April with no rounds played.

### New Members

Two new memberships.

### Tournaments / Events

Chamber of Commerce – April 27, 2017

Alpha Kappa Lambda 20 person outing – April 29, 2017

### Upcoming Tournaments / Events

Kelsey's Place 2 person scramble - May 6, 2017

Benefit for Pancreatic Cancer – May 24, 2017

### Marketing

- Clipper Magazine specials renewed for another quarter due to the successful response. Ads in the Montevallo C of C Chamber Chatter have also produced positive response and will continue with a different offering each month. Patrons have indicated that they're reading the Chatter and as a result are frequenting other Montevallo businesses as well because of MGC's ad.
- The new putting green opened as this was being composed; it was temporarily available for the Chamber tournament and response was positive.
- The course sustained damage as a result of severe storms on 5/4; cleanup by Clay & Jack was immediate and is nearly completed on the same day. Letters of Appreciation to both will be forwarded for your approval.
- Two tournaments are scheduled for May with 120+ golfers expected.
- The clubhouse has been refurbished and reorganized with a coffee station added for patrons; furnishings and supplies are on loan through a private donation with no cost to the city. Additional improvements are planned.

5/08/17

Council Member Nix reminded everyone there will be a Planning Commission meeting at 6 p.m. on May 18<sup>th</sup>.

Council Member Bunt presented her report:



Monday, May 8, 2017

## City Council Report

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### Schools

- UM Commencement was held May 6 at 9 a.m. The speaker was Emmy-nominated documentarian, Kirk Saduski. Approximately 400 students graduated.
  - MMS band concert, Tuesday, May 9 at 6 p.m.
  - MHS Graduation, Monday, May 22 at 7 p.m. in the McChesney Student Activity Center at UM
  - MES, MMS, MHS last day of school on May 25.
  - UM is offering several academic and sports camps this summer. Go to [montevallo.edu/camps](http://montevallo.edu/camps) for more info.
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### American Village

- The 2017 National Day of Prayer Breakfast will be Thursday, May 18 at 8:00 a.m. This year's speaker is ABC 33/40 television anchor Brenda Ladun.

She then presented the Library report:

PARNELL MEMORIAL LIBRARY  
MONTHLY REPORT  
APRIL 2017

CIRCULATION: 2697 items charged  
(Decreased by 21%)

COMPUTER USE: 362 users  
(Decreased by 9%)

STORYTIME/4: 117  
(Increased by 102%)

MOVIES/3: 118 people attended

OTHER KIDS' PROGRAMS/3: 91

ADULT PROGRAMS/5: 132

WEBSITE VISIST SINCE 4/24/17: 1383

DEPOSITS:

|         |           |
|---------|-----------|
| 4/11/17 | \$133.43  |
| 4/25/17 | \$589.15  |
| 4/28/17 | \$82.19   |
| 4/28/17 | \$66.25   |
| 4/28/17 | \$1243.71 |
|         | \$2114.73 |

Notes:

- ESOL will end for the semester on May 11th
- We need used pillowcases for a summer craft, especially light colored solid ones.
- Children's Theatre Workshop Auditions took place April 25th and May 2nd. More details about this program in June.
- Most of the new grant books on CD and DVDs are processed and ready to check out. Please come by and check some out!
- Summer Reading Kick Off June 1 with Skin & Bones Comedy Act. Registration at 2:30 and program at 3:00.

Council Member Bunt also reminded everyone that the Sister City Commission is still looking for applicants for the Echizen trip, as well as doing fundraising for the trip.

**Montevillo City Council Meeting**  
**May 8, 2017**  
**6:00 p.m. at City Hall**

**Mayor Hollie Cost, Council Member Rusty Nix, Council Member Willie Goldsmith, Council Member Tiffany Bunt and Council Member Jason Peterson were in attendance. Council Member Matt Walker was absent.**

### **Meeting Call to Order**

Mayor Cost called the regular meeting to order at 6:00 p.m.

**Approval and/or corrections of the minutes – 4/24/17** Council Member Peterson made a motion to approve the minutes from April 24, 2017. Council Member Nix seconded. ALL AYES . . . MOTION APPROVED.

**Recognitions / Awards:** NONE

**Opportunities for citizens to speak to the Council:** No one participated.

### **Committee Reports and Consideration of Bills:**

**Public Health & Safety** (Police, Fire, Code Enforcement, Housing Abatement)– Discussed earlier.

**Sustainability** (Streets & Sanitation, Recycling, Arbor & Beautification, ValloCycle, Environmental Preservation Initiatives) – Discussed earlier.

**Recreation, Preservation and Community Development** (Parks & Recreation, Golf Course, Youth Athletics, Trails, Planning & Zoning, Annexations,) – Discussed earlier.

**Education, Arts & Outreach** (Schools, UM, Boys & Girls Club, Library, American Village, Sister City Commission, Artwalk) – Discussed earlier.

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

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

**Consent Agenda:** NONE

**New Business:**

Parking Lot Agreement: The City Clerk explained that there would be approximately \$750 worth of paving improvements to the parking lot, which would be paid by the MDCD.

Council Member Nix made a motion to authorize the Mayor to execute the lease. Council Member Bunt seconded. ALL AYES . . . MOTION APPROVED.

### **PARKING AGREEMENT AGREEMENT**

**THIS PARKING AGREEMENT** (hereinafter "Agreement") made as of May \_\_\_\_, 2017 by and between **D & R Property** and **CITY OF MONTEVALLO DEVELOPMENT COOPERATIVE DISTRICT** (hereinafter "Licensee").

### **WITNESSETH**

**WHEREAS, D & R Property**, the owner of the property located at the intersection of Main Street & Vine Street (PID # 27-5-21-3-305-026.000), Montevallo, Alabama (D & R Property); and

**WHEREAS, D & R Property's** Property contains a paved lot to the rear of to its improvements along Island Street; and

**WHEREAS,** Licensee desires to this paved parking lot for Licensee's use and **D & R Property** is agreeable to doing so.

**NOW, THEREFORE,** in consideration of the mutual promises, covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PREMISES:** **D & R Property** grants to Licensee a license to use the grassed lot more particularly described and shown outlined as the “Premises” on Exhibit “A” attached hereto and made a part hereof. Licensee accepts such Premises in “AS IS” condition, with all faults and without any warranties or representations by **D & R Property** as to the condition thereof.

2. **TERM:** The term (hereinafter the “Term”) of this Agreement shall commence on the same date this Agreement is fully executed by **D & R Property** and Licensee, (hereinafter “Commencement”) and shall continue for a period of two (2) years following such date or until the Agreement is terminated per section 8 herein below.

3. **RENT:** No rent shall be due.

4. **USE OF THE PREMISES:** The Premises is granted for the sole purpose of parking of vehicles, both for the public and customers and employees of **D & R Property and its tenants**.

Licensee may not and shall not assign its rights hereunder or sublet the Premises or any part thereof and any attempt to do so shall be void. Licensee shall indemnify and hold harmless **D & R Property** of and from all fines or penalties imposed by law arising by reason of the violation by Licensee of any laws, rules, ordinances or regulations or other governmental requirements relating to the conduct of business in the Premises, or the use or occupancy thereof, issued by any governmental authority having jurisdiction over the Premises.

Licensee agrees to conduct its business and control its agents, employees, invitees and visitors in such a manner as not to create any nuisance, or interfere with, annoy or disturb any other Licensee or **D & R Property and its tenants**. There shall be no loitering in or about parking area. Licensee agrees to keep the Premises in a neat and orderly fashion free from trash and debris.

5. **PUBLIC LIABILITY INSURANCE:** Throughout the Term, Licensee shall maintain insurance against public liability for injury to person(s) (including death) or damage to property occurring on the Premises arising either directly or indirectly out of the use thereof by Licensee and all other Licensees, employees, invitees or customers of Licensee. Such insurance shall be with minimum single limits of

\$2,000,000.00 for personal injury, death or property damage and **D & R Property** shall be named as additional insured under said policy. Licensee shall deliver to **D & R Property** continuous certificates of such insurance naming **D & R Property** as additional insured and containing an agreement by the insurer that said policy may not be canceled without at least ten (10) days prior written notice to **D & R Property**.

6. **INDEMNIFICATION:** Licensee shall save, defend and hold **D & R Property** harmless from and against any and all losses, claims, damages, suits, causes of action and costs, including but not limited to attorneys' fees and costs of litigation, as well as, the cost of any appeal resulting there from arising after the commencement of the Term hereof in connection with any injury to person or property or from loss of life sustained in or about the Premises. It is the intention and agreement that **D & R Property** shall not be liable and Licensee shall indemnify and hold harmless **D & R Property** from and against any personal injuries or damage to Licensee or its officers, agents, and employees or to other persons or to any occupant of the Premises or for any injury to property of Licensee or of any occupant of any part of the Premises, irrespective of how the same may be caused.

7. **SECURITY AND MAINTENANCE:** **D & R Property** will not provide security for the Premises. **D & R Property** shall have no liability for theft, damage or bodily harm occurring on the Premises. **D & R Property** shall have no duty to maintain or illuminate the Premises.

8. **OPTION TO TERMINATE:** Either party may terminate this Agreement with ninety (90) days' written notice to the other party of such election pursuant to Section 9 below.

9. **NOTICE:** All notice or demands required or permitted to be given or served pursuant to this Agreement shall be in writing, postage and or shipping charges pre-paid and sent by FedEx (or other nationally recognized overnight carrier) or Certified Mail, Return Receipt Requested to:

**D & R PROPERTY:**

**LICENSEE:**

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Such notice will be deemed given upon receipt or refusal by the other party. If sent via FedEx or other overnight carrier such notice may be sent for either “overnight” or “second day” delivery.

Either party may change the above addresses by serving notice to the other as provided above.

11. **SURRENDER OF PREMISES UPON TERMINATION:** At the end of the Term hereof, Licensee shall surrender the Premises to Wilson Dinsmore (dba D & R Property, LLC) without notice or demand by Wilson Dinsmore (dba D & R Property, LLC) in as good a condition as exists as of the date hereof.

12. **GENERAL PROVISIONS:**

(a) This Agreement shall be governed by the internal laws of the State of Alabama without regard to and excluding its principles of conflicts of laws.

(b) The parties further agree that upon request, they shall do such further acts and deeds, and shall execute, acknowledge, deliver and record such other documents and instruments, as may be reasonably necessary from time to time to evidence, confirm or carry out the intent and purposes of this Agreement.

(c) All representations, agreements, covenants and warranties made herein shall survive the termination or expiration of the Agreement provided for herein.

(d) If any one or more of the provisions hereof shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of any other provision hereof, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties intend that if any provision hereof is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid. The section headings are for convenience only and shall not affect the construction hereof.

(e) Time is of the essence in the performance of each party's respective obligations.

(f) This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument, and it shall not be necessary that any single counterpart bear the signatures of all parties.

(g) Unless expressly stated to be exclusive, no remedy conferred herein shall be deemed to be exclusive of any other remedy conferred herein or any other remedy now or hereafter available at law or equity. All remedies conferred herein, and all remedies now or hereafter available at law or equity, shall be deemed to be cumulative and not alternative, and may be enforced concurrently or successively.

(h) All periods of time shall include Saturdays, Sundays and legal holidays; provided that, if the last day to perform any act or give notice falls on a Saturday, Sunday or legal holiday, then such act or notice shall be timely performed if given on the next succeeding business day.

(i) This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings, oral or otherwise, between or among the parties with respect to the matters contained herein.

(j) This Agreement shall not be modified, amended or supplemented, in whole or part, without the prior written consent of all parties hereto. Each and every waiver of any covenant, representation, warranty or other provision hereof must be in writing and signed by each



party whose interests are adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

(k) If any legal action or other proceeding is brought for the enforcement hereof, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions hereof, the successful or prevailing party or parties shall be entitled to recover attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

(l) The parties hereby agree that each party and its attorneys have reviewed and revised this Agreement and that the normal rule of construction, to the effect that any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of this Agreement and no other rule of strict construction shall be used against any party. All exhibits and schedules attached or to be attached hereto, and all other agreements and instruments referred to herein, are hereby incorporated by reference into this Agreement, as fully as if copied herein verbatim.

(m) The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole and not to any specific article, section or subsection hereof. The word "party" or "parties" means only those persons or entities who are signatories to this Agreement. The terms "include," "includes," "including," or words of like import, shall be construed as being without limitation to the matters or items thereafter specified, notwithstanding any rule of construction to the contrary, unless an intention to be so limited is clearly expressed. Unless expressly otherwise provided herein, the terms "and" and "or" as used in this Agreement means one or other or both, or any one or ones or all, of the items, entities or persons in connection with which the words are used.

**THIS AGREEMENT SHALL NOT BE RECORDED.**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

**LICENSOR:**

D & R PROPERTY

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

**LICENSEE:**

CITY OF MONTEVALLO, AL

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ALABAMA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ on behalf of the \_\_\_\_\_, who is [ ] personally known to me or who [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

Commission Number:

(NOTARY SEAL)

My Commission Expires:

STATE OF ALABAMA

COUNTY OF SHELBY

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_ of D & R

PROPERTY who is  personally known to me or who  produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

\_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

Commission Number:

(NOTARY SEAL)

My Commission Expires:

**EXHIBIT "A"**

**CITY OF MONTEVALLO**



Authorize Engagement of Turner Batson to Develop Plan for Mahler House Restoration – Mayor Cost asked that this be held off to a future meeting. date

Motorcycle Safety Awareness Month Proclamation – Mayor Cost said she would present this to the group at a later date.



Proclamation

## **DECLARING MAY 2017 AS MOTORCYCLE AWARENESS MONTH**

- WHEREAS Alabama’s climate and scenery make motorcycle riding an attraction in the beautiful state of Alabama, and riders consider our roadways to be some of the best for riding; and
- WHEREAS, motorcycles are increasingly used as a regular means of transportation; and
- WHEREAS, the motorcycle is an energy-efficient vehicle that reduces fuel consumption, traffic and parking congestion; and
- WHEREAS, the motorcycle is an important form of transportation for commuting, touring and recreation; and
- WHEREAS, as a matter of safety, it is necessary to develop appropriate driving habits to handle these vehicles on Alabama roadways; and
- WHEREAS, to prevent injuries and deaths on Alabama’s roadways, motorcyclists and motorists must be vigilant in their efforts to share the road and ensure the safety of everyone; and
- WHEREAS, Motorcycle Safety Awareness Month raises public awareness for a lifetime of safe motorcycle riding; and
- WHEREAS, the International women’s Motorcycle Club, Leather & Lace MC, is committed to increasing the safe operation of motorcycles by promoting rider safety education programs; their goal is to alert the motorists of the town of Montevallo, Alabama to:

### **SHARE THE ROAD**

and

- WHEREAS, Motorcycle Safety Awareness Month is designed to increase public awareness about motorcycles and to encourage their safe and proper use among motorcycle riders,

NOW, THEREFORE, I, Hollie C. Cost, Mayor of Montevallo, in the great state of Alabama, in recognition of over 115,768 registered motorcyclists statewide, and in recognition of the continued role of Leather & Lace MC as a promoter of motorcycle safety, education and awareness, do hereby proclaim in the month of May 2017 as Motorcycle Safety Awareness Month in the City of Northport and ask all citizens to join in a concerted effort to promote awareness, mutual respect, and safety on our roads.

ADOPTED AND APPROVED THIS 8<sup>th</sup> DAY OF MAY, 2017.

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Hollie C. Cost, Mayor

**Old Business:**

Request for Two Street Lights on Valley Street Between West & Shelby – Peggy Sumerlin – Mr. Hamby informed the council that we have not received any additional information yet from Alabama Power.

ALAGASCO (update) – NONE

**Board Appointments:** NONE

**Other Business:** NONE

Leah Waites, President of the Montevallo Junior City Council updated the council on their activities. She said they are going to the Middle School to talk to 8<sup>th</sup> graders about joining their organization. They are also preparing for their elections.

Mayor Cost informed the council that she has been invited to speak at the upcoming National League of Cities Convention about Montevallo’s Junior City Council and other youth engagement efforts. She said this is a huge honor for our city.

The Mayor informed the council that Johnny Holsombeck has decided to resign as Park Board Chair and pass the torch to new leadership. She said he has offered to remain involved and volunteer with the board as needed. She said Cameron Strauss was recommended to serve on the board.

Council Member Nix said the Park Board meets once a month.

The council considered the request from the Fire Department regarding the following:

We have been awarded a grant for the 2016 AFG grant to purchase a Turnout gear washer and dryer. I have included the award package for review. Would you please add this to the council agenda Monday night? After their approval I will accept the award and begin the purchase process.

|                     |          |
|---------------------|----------|
| Total Grant Award - | \$20,000 |
| Federal Funds       | \$19,048 |
| Local Funds         | \$952    |

Thank You,  
Brandon Broadhead  
Fire Marshal  
Montevallo Fire Prevention Bureau  
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Council Member Goldsmith made a motion to approve the grant request. Council member

Nix seconded. ALL AYES . . . MOTION APPROVED.

**Citizen Participation:** Mayor Cost wished Thomas Lilly, Jr. a Happy Birthday!

There being no further business before the council, Council Member Nix made a motion to approve the grant request. Council member Goldsmith seconded. ALL AYES . . . MEETING ADJOURNED at 6:09 p.m.

Submitted by:

Herman Lehman  
City Clerk