

## **MINUTES**

### ***Montevallo City Council Work Session***

**August 12, 2024**

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

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

**Work Session Call to Order at 5:30 P.M. by Mayor Nix with Quorum present.**

#### **Discussion of New Business Items:**

- **Discussion of Resolution 08122024-485** - A resolution accepting Moreland Drive as public right of way and as an adopted City Street.
- **Discussion** of recommendation to accept the request of the Montevallo Water and Sewer Board to correct an omission in the deed of certain real property, as described in Appendix A, previously transferred from the City of Montevallo to the Montevallo Water and Sewer Board.
- **Discussion** of recommendation to accept the Land Disturbance Agreement (Bond) from Beelman Trucking Company secured by Cashier's Check in the amount of \$75,000.

**Discussion of Old Business:** Lodging Tax - Ordinance No. 07222024-140.

#### **Discussion of Other Business:**

1. Flock Camera Agreement for Police Department. 10 cameras / maintenance.
2. M.O.U. with Stephens College of Business for Consulting Services.

#### **Mayor Nix Called for Committee Reports:**

Mayor Nix called on Council Member King for Public Health and Safety Reports. Council Member King called on Captain Harrelson for the Police Report. Captain Harrelson reported there were 103 Total Reports for the month of July. See Appendix 1.

Council Member King called on Chief Davis for the Fire Department Report. Chief Davis reported there were 117 Calls for the month of July. Chief Davis reported the Fire Parade will be held on October 5<sup>th</sup> and this year is its 50<sup>th</sup> annual event. See Appendix 2.

Council Member King reported Planning and Zoning Meeting is Thursday at 6 p.m. at City Hall and is open to the public.

Mayor Nix called on Council Member Dukes for the Sustainability Report. Council Member Dukes called on Kirk Hamby, Head of Public Works. Kirk reported October 5<sup>th</sup> is Free Dump Day; the department is repainting parking spaces on Main Street and Handicapped spaces; Library space will be painted later this week; tree trimming is ongoing at this time; painting of curbs in urban core will be done late October/ November; department will begin using door hangers/ note stating reason leaf and limb/ brush pile could not be removed safely; Capstone class from the University of Montevallo obtained a

glass crusher with 600 bags for sand and is at the Recycling Center and they are working to get it setup and available for citizens.

**Montevallo City Council Meeting**

**August 12, 2024**

**6:00 p.m. at City Hall**

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

**Pledge of Allegiance**

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

**Approval and or corrections of the Minutes 07.22.24** – Motion by Council Member Mitchell, seconded by Council Member Dukes, All Ayes, Motion passed.

**Recognitions/ Awards:** None

**Opportunities for Citizens to speak to the Council:** C. P. Pierson 1131 South Oak St addressed Mayor and Council and advised he serves on the Board of the Parnell Memorial Library and the custodial services need to be addressed as services are not up to par. Please look into this matter. (Refer to Marissa.)

Laura Molz 2896 Hwy 119 Shoal Creek Park has concerns of building the City Recreation Center there. Please consider other options of site placement.

Fred Molz 2896 Hwy 119 would like to see transparency of plans for Community Center, would like to see assessment of the plans for the Community Center, traffic study, funding, etc.

Kelly Wacker 815 Vine St Community Recreation Center study; Shoal Creek Park on Hwy 119 expressed scenic corridor concerns. Please involve more of the citizens in this process. Eco-system concerns.

Kathy King 1020 Island St Study of uses of Community Center – questioned if this had been done.

**Mayor Nix called for Committee Reports to Continue:**

Mayor Nix called on Council Member Eisenberg for Recreation, Preservation and Community Development Reports. Council Member Eisenberg called on Shane Baugh, Parks and Recreation Director. Shane reported Tennis Courts resurfaced and they look great; work is almost complete - nets are to be installed as soon as they arrive, delay in shipping; Youth Football teams went to Alabaster to play on Saturday, Warrior Day Jamboree, and two oldest teams won; Tournament Play and Travel Ball begins weekend after Labor Day and is booked until December 15th.

Mayor Nix called on Council Member Mitchell for the Education, Arts & Outreach Reports. Council Member Mitchell called on Marissa Wilson, Director of the Parnell Memorial Library. Marissa reported summer reading program ended in July and was successful with 168 participants logging 130,000

reading minutes with the new app the Library used; the Library had 4,475 visits in July; currently have 48 Programs running; she thanked all their summer sponsors; she reported the painting in Meeting Room and Rotunda at the Library is finished and looks great. See Appendix 3.

Member Mitchell called on Sarah Hogan, Director Impact Montevallo. Sarah reported she is continuing the process of completing the annual progress report for Impact for the CDC and will have community impact numbers to share at the next Council meeting; she reported she received an email today stating their application for the Drug-Free Communities Program grant cycle is being considered for funding; Sarah thanked the City of Helena for inviting the SPOT Trailer to their National Night Out. Sarah also gave Council a list of events they will be participating in for community outreach for the remainder of the year and invited everyone to participate. See Appendix 4.

The Montevallo Junior City Council (MJCC) report was given by Sarah Hogan as Junior Mayor Mary Elizabeth House had to leave for a meeting. Sarah reported the MJCC held a day-long Retreat last week to kick-off the year, made plans and projects they will be completing this year; MJCC will be making a request to conduct their oath of office at the first September Council meeting; and they have received three applications and will be conducting interviews at their first meeting on August 19<sup>th</sup>.

Council Member Mitchell reported Montevallo Schools started last Thursday, August 8<sup>th</sup>.

Council Member Mitchell reported the University of Montevallo will hold its new faculty orientation August 15<sup>th</sup> through August 16<sup>th</sup>; August 17<sup>th</sup> is new students move-in day; August 21<sup>st</sup> is the first day of the Fall term; August 22<sup>nd</sup> is the Meet the Falcons Luncheon being held at The Club.

Council Member Mitchell reported the American Village is closed August 1<sup>st</sup> through August 31<sup>st</sup> for professional development and facility maintenance.

Mayor Nix called on Council Member Swords for Finance, Economic Development & Tourism. Council Member Swords reported Courtney Bennett, Executive Director, Montevallo Main Street could not attend the meeting but submitted a written report. Courtney reported seven representatives from Main Street will be attending Main Street Alabama's annual LAB Conference in Monroeville, AL, this week; Main Street is still promoting the CO-STARTERS program which will begin weekly on August 27<sup>th</sup>. See Appendix 5.

Council Member Swords advised Adele, Executive Director, Montevallo Chamber of Commerce is at the Farmers' Market which will run through August 19<sup>th</sup>; the Chamber assisted with the 2024 Summer Mentoring & Tutoring Camp hosted by Encouragement Learning Foundation, Inc. during the month of July at George Dailey Park; the Chamber assisted with the Free Haircuts event for boys to get a free hair cut before going back to school; the Chamber provided 22 Welcome Bags for the incoming University of Montevallo new faculty members; Chamber will host a welcome/info station to greet students on UM Move-in Day; August Luncheon feature "Back to School" speakers. See Appendix 6.

Council Members Swords reported MDCD met today. She reported the contractors are finished on the Highway 25 Sidewalks except for a few little touches and there is a final walkthrough this Thursday; hotel project – still waiting on ADEM to sign off; Parking Lot across from City Hall (Moreland Drive) resurfacing and striping is being considered; Crossroad grant was updated last meeting – City will be handling right of way on CR 22 and ALDOT will be handling the right of way on Hwy 119 and for a timeline the bids are not expected to go out until about one year from now; discussed the resurfacing

and striping of the parking lot across the street from City Hall; the Community Center brought up at the meeting and Shelby County recommended Williams Blackstock Architects for a rendering however the City needs/ wants to determine what the Community Center/ facility would entail (size, space, sites, phases, etc.) so the architect can work on renderings based on the City's needs.

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

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

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

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

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

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

**New Business:**

- **Resolution 08122024-485** A resolution accepting Moreland Drive as public right of way and as an adopted City Street. Motion made by Council Member Dukes, seconded by Council Member King, All Ayes, Motion passed. See Appendix 7.
- **Recommendation** to accept the request of the Montevallo Water and Sewer Board to correct an omission in the deed of certain real property, as described in Appendix A, previously transferred from the City of Montevallo to the Montevallo Water and Sewer Board. Motion made by Council Member King, seconded by Council Member Dukes, All Ayes, Motion passed. See Appendix 8.
- **Recommendation** to accept the Land Disturbance Agreement (Bond) from Beelman Trucking Company secured by Cashier's Check in the amount of \$75,000. Motion made by Council Member King, seconded by Council Member Mitchell, All Ayes, Motion passed. See Appendix 9.

**Old Business: Ordinance No. 07222024-140** an Ordinance to amend Chapter 22, of the Code of Ordinances of the City of Montevallo, Alabama to create Article VII Section 22-140 regarding the privilege or license tax for the business of renting or furnishing rooms, lodgings, or accommodations to transients. (Lodging Tax Amendment)/ Lodging Tax Increase 5% to 6%. Motion made by Council Member Dukes, seconded by Council Member King, All Ayes, Motion passed. See Appendix 10.

**Board Appointments:** None

**Other Business:**

1. Flock Camera Contract Agreement Renewal – Motion made by Council Member King, seconded by Council Member Dukes, All Ayes, Motion passed. See Appendix 11.
2. M.O.U. with Stephens College of Business (Consulting Services) – Motion made by Council Member King, seconded by Council Member Dukes, All Ayes, Motion passed. See Appendix 12.

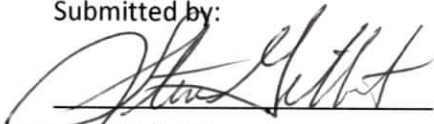
**Citizen Participation:** C. P. Pierson 1131 South Oak St Recognition for sponsors of Hair Cuts given at It's About Time Barber Shop for boys free back to school hair cuts were himself and Coach Rayburn. He addressed Council advising a Recreation Center is needed. Do you have the site/ space for this facility.

Fred Molz 2896 Hwy 119 Would like to read the communication about Community Recreation Center Survey

Anita Williams 369 Tecumseh St wanted to know if there would be a Public Hearing about the Community Recreation Center.

**Adjourn:** Mayor Nix called for a Motion to adjourn the meeting. Motion made by Council Member Dukes, Seconded by Council Member Mitchell, All Ayes. Meeting adjourned at 6:52 p.m.

Submitted by:



Steve Gilbert  
City Clerk / Treasurer

APPENDIX 1

|                      | January-24 | February-24 | March-24  | April-24  | May-24    | June-24    | July-24    | August-24 | September-24 | October-24 | November-24 | December-24 | Total       |
|----------------------|------------|-------------|-----------|-----------|-----------|------------|------------|-----------|--------------|------------|-------------|-------------|-------------|
| <b>Total Reports</b> | <b>50</b>  | <b>87</b>   | <b>89</b> | <b>79</b> | <b>84</b> | <b>102</b> | <b>103</b> | <b>0</b>  | <b>0</b>     | <b>0</b>   | <b>0</b>    | <b>0</b>    | <b>2070</b> |
| Criminal Cases       | 33         | 57          | 70        | 60        | 64        | 78         | 76         |           |              |            |             |             | 438         |
| Non-Criminal         | 17         | 30          | 19        | 19        | 20        | 24         | 27         |           |              |            |             |             | 156         |
| Traffic Accidents    | 6          | 11          | 11        | 6         | 11        | 13         | 10         |           |              |            |             |             | 68          |
| Traffic Citations    | 98         | 127         | 148       | 126       | 79        | 125        | 168        |           |              |            |             |             | 871         |
| DUI Arrests          | 4          | 10          | 9         | 9         | 4         | 5          | 10         |           |              |            |             |             | 51          |
| Public Intox Arr     | 0          | 0           | 5         | 0         | 1         | 1          | 1          |           |              |            |             |             | 8           |
| Alias Arrests        | 2          | 5           | 10        | 11        | 8         | 13         | 11         |           |              |            |             |             | 60          |
| Juvenile Arrests     | 0          | 1           | 2         | 2         | 0         | 0          | 0          |           |              |            |             |             | 5           |
| Misd Arrests         | 0          | 4           | 2         | 3         | 16        | 19         | 19         |           |              |            |             |             | 63          |
| Felony Arrests       | 1          | 3           | 1         | 1         | 1         | 4          | 8          |           |              |            |             |             | 19          |
| Drug Related         | 1          | 6           | 2         | 2         | 4         | 5          | 7          |           |              |            |             |             | 27          |
| <b>Total Arrest</b>  | <b>8</b>   | <b>29</b>   | <b>31</b> | <b>28</b> | <b>34</b> | <b>47</b>  | <b>56</b>  | <b>0</b>  | <b>0</b>     | <b>0</b>   | <b>0</b>    | <b>0</b>    | <b>233</b>  |
| Auto Thefts          | 1          | 0           | 2         | 0         | 0         | 0          | 0          |           |              |            |             |             | 3           |
| Burglaries           | 0          | 1           | 0         | 3         | 1         | 1          | 0          |           |              |            |             |             | 6           |
| Auto Recoveries      | 0          | 0           | 1         | 0         | 1         | 1          | 0          |           |              |            |             |             | 3           |
| Auto Burglaries      | 0          | 0           | 1         | 3         | 0         | 0          | 0          |           |              |            |             |             | 4           |
| Criminal Mischief    | 1          | 1           | 1         | 0         | 2         | 2          | 2          |           |              |            |             |             | 9           |
| DV. Related          | 3          | 5           | 8         | 0         | 5         | 5          | 11         |           |              |            |             |             | 37          |
| Assaults             | 1          | 0           | 1         | 2         | 0         | 0          | 0          |           |              |            |             |             | 4           |
| Fraud/Forgery        | 2          | 0           | 1         | 0         | 0         | 0          | 0          |           |              |            |             |             | 3           |
| Harass / Reck        | 1          | 3           | 2         | 3         | 3         | 4          | 6          |           |              |            |             |             | 22          |
| Misc. Offenses       | 22         | 24          | 21        | 28        | 27        | 30         | 23         |           |              |            |             |             | 175         |
| Robberies            | 0          | 0           | 2         | 1         | 0         | 0          | 0          |           |              |            |             |             | 3           |
| Sex Crimes/Other     | 0          | 0           | 0         | 2         | 0         | 0          | 0          |           |              |            |             |             | 2           |
| Thefts / Attempts    | 5          | 3           | 9         | 3         | 2         | 2          | 4          |           |              |            |             |             | 28          |
| Suicide / Attempts   | 0          | 0           | 0         | 0         | 0         | 0          | 0          |           |              |            |             |             | 0           |
| Deaths               | 1          | 0           | 0         | 0         | 0         | 1          | 3          |           |              |            |             |             | 5           |



|                               | Jan        | Feb        | Mar        | Apr        | May        | Jun        | Jul        | Total      |
|-------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|
| GUNSHOT                       | 0          | 0          | 0          | 0          | 0          | 1          | 0          | 1          |
| SHOOTING WITH INJURIES        |            |            |            |            |            |            |            |            |
| HEAD/NECK INJURY              | 2          | 0          | 0          | 2          | 1          | 0          | 0          | 5          |
| HEADACHE                      | 0          | 0          | 0          | 0          | 0          | 0          | 1          | 1          |
| HEART PROBLEMS                | 5          | 4          | 1          | 3          | 7          | 6          | 4          | 30         |
| HEAT PROBLEMS                 | 0          | 0          | 0          | 0          | 0          | 1          | 1          | 2          |
| MVC                           | 7          | 6          | 7          | 4          | 7          | 6          | 9          | 46         |
| MVC - CHECK FOR INJURIES      |            |            |            |            |            |            |            |            |
| MVC - PEDESTRIAN INVOLVED     | 0          | 1          | 0          | 0          | 1          | 0          | 0          | 2          |
| MVC WITH INJURIES             | 1          | 0          | 0          | 3          | 0          | 3          | 2          | 9          |
| OB/GYN PATIENT                | 0          | 0          | 1          | 0          | 1          | 1          | 1          | 4          |
| ODOR                          | 0          | 0          | 0          | 0          | 0          | 1          | 0          | 1          |
| ODOR OF GASOLINE/DIESEL       |            |            |            |            |            |            |            |            |
| ODOR OF PROPANE / NATURAL GAS | 0          | 0          | 0          | 0          | 1          | 0          | 0          | 1          |
| PERSON DOWN                   | 2          | 0          | 0          | 1          | 0          | 2          | 1          | 6          |
| PERSON                        | 0          | 1          | 0          | 0          | 2          | 0          | 0          | 3          |
| POISONING                     | 9          | 1          | 2          | 2          | 2          | 1          | 3          | 20         |
| POSSIBLE STROKE               | 3          | 2          | 1          | 3          | 3          | 1          | 0          | 13         |
| SEIZURE                       | 0          | 0          | 0          | 1          | 0          | 0          | 0          | 1          |
| SMOKE                         | 0          | 0          | 0          | 1          | 2          | 0          | 1          | 4          |
| SMOKE IN THE AREA             |            |            |            |            |            |            |            |            |
| SUICIDE ATTEMPT               | 0          | 0          | 0          | 1          | 2          | 0          | 0          | 3          |
| TEST CALL                     | 1          | 0          | 0          | 0          | 1          | 0          | 0          | 2          |
| TRAUMATIC INJURY              | 1          | 0          | 0          | 0          | 0          | 0          | 0          | 1          |
| UNCLASSIFIED COMPLA           | 4          | 5          | 3          | 5          | 3          | 1          | 2          | 23         |
| UNRESPONSIVE PERSON           | 0          | 0          | 0          | 0          | 0          | 1          | 0          | 1          |
| UTILITY LINES DOWN            | 0          | 0          | 0          | 0          | 0          | 1          | 0          | 1          |
| WELFARE CHECK                 | 0          | 0          | 0          | 0          | 0          | 1          | 0          | 1          |
| <b>Total</b>                  | <b>141</b> | <b>131</b> | <b>132</b> | <b>133</b> | <b>156</b> | <b>155</b> | <b>117</b> | <b>965</b> |



# PARNELL MEMORIAL LIBRARY

JULY 2024

VISITS TO THE  
BUILDING

**4,476**

CIRCULATION

**7,613**

CITIZEN SAVINGS

**\$128,054.55**

PHONE CALLS

**126**

WIFI &  
COMPUTER  
SESSIONS

**5,256**

DATABASE  
SEARCHES

**430**

PROGRAM  
PARTICIPATION

**875**

**PROGRAMS: 48**

- 5 Storytimes
- 6 Take Home Craft Kits
- 5 Pokémon Club
- 7 Kids Movie
- 2 Script Readers groups
- 3 Tiny Tumbling
- 1 Nature on Wheels
- 1 Magic Show
- 1 4th of July Parade
- 1 Meet a Postal worker
- 1 Blood drive

COMMUNITY  
MEETINGS

**46**

# PARNELL MEMORIAL LIBRARY

JULY 8, 2024

- We had a great and busy July and finish to our summer reading program!
- We had 168 participants in the actual reading portion, and they read over 130,000 minutes!
- Thank you to our summer sponsors, Chem Aqua, Alabama RV and Trailer, Bradford realty, Jo and R Painting, and Parnell memorial Foundation
- Our Summer finale, we had 203 in attendance, and we gave out 4 top prizes per each category, and our grand prize winner won a year long zoo pass.
- Tomorrow, we have Mini Music at 10, and with a new time for Medicare 101 at 6, they will be here every 2nd Tuesday of the month to answer questions.
- Wednesday, is National Lizard Day, with a take home craft, and story time at 9:15
- Tiny Tumbling is 10:30 Friday morning, and it is also National Tell a Joke Day! Come tell a librarian a joke, and get a prize.
-

## City Council Meeting: August 12, 2024

Ms. Sarah Hogan, program director provided the following report:

- ✦ **Annual Progress Report:** I continue the process of completing our annual progress report for the CDC. It is in-depth report on all the coalition's accomplishments and challenges over the last year. I will have final community impact numbers to share with you at the next Council meeting. The Report is due Thursday.
- ✦ **Budget Discussion:** I received an email today stating that our application for the Drug-Free Communities Program is being considered for funding. The CDC is conducting a pre-award, business review of our application and a mandatory meeting has been set for this Thursday. This is a good sign regarding our chances of receiving the award. We should receive official notification within the next month.
- ✦ **Helena National Night:** Thank you to the City of Helena for inviting the SPOT Trailer to their National Night Out event last week. It is always a pleasure to showcase this wonderful resource that's unique to Montevallo.
- ✦ **Fall Calendar of Events:** The Fall calendar of events is quickly filling up. I've provided you with a list of those already scheduled. Please mark your calendar and watch our social media for updates.
- ✦ **MJCC Retreat:** On behalf of our Junior Mayor, Mary, please accept her apologies for having to leave early, she needed to attend the Meet the Bulldogs event this evening. Last week we held the MJCC Retreat to kick-off the year. I look forward to the great things the youth are going to accomplish this year. They will be making a request to conduct their oath of office at the first September Council meeting. The MJCC has received three applications and will be conducting interviews in conjunction with their first meeting of the year next Monday, August 19.

*You're Invited to Join Us*

## UPCOMING EVENTS

**AUGUST 22, 2024**

**MHS HOME GAME  
7:00 PM  
THERON FISHER STADIUM**

**SEPTEMBER - MAY**

**COALITION MEETING  
FIRST TUESDAY OF THE MONTH  
9:00 AM , ZOOM  
JOIN THE EMAIL LIST FOR LINK**

**SEPTEMBER 7, 2024**

**TINGLEWOOD FESTIVAL  
ORR PARK**

**OCTOBER 5, 2024**

**FIRE PREVENTION PARADE  
MAIN STREET/ORR PARK FOLLOWING  
Free Dump Day @ Recycling Center**

**OCTOBER 22, 2024**

**NATIONAL NIGHT OUT  
PECAN GROVE**

**OCTOBER 26, 2024**

**ARTSTALK  
MAIN STREET**

**OCTOBER 29, 2024**

**CHIEF'S CHALLENGE  
THERON FISHER STADIUM**

**OCTOBER 31, 2024**

**HOMETOWN HALLOWEEN  
MAIN STREET**

**NOVEMBER 2, 2024**

**DAY OF THE DEAD FESTIVAL  
DIA DE LOS MUERTOS  
VALLEY STREET**

**NOVEMBER 14, 2024**

**TOUCH A TRUCK/READ A BOOK  
PARNELL MEMORIAL LIBRARY**

**NOVEMBER 30, 2024**

**SHOP LOCAL SATURDAY  
MERRY MARKET**

**DECEMBER 5, 2024**

**MONTEVALLO CHRISTMAS PARADE  
& TREE LIGHTING**

**TBD**

**2nd KASH Market**

**TBD**

**Community Event**



**Report to City Council**

**August 12, 2024**

**Updates**

- Seven representatives from Montevillo Main Street will be attending Main Street Alabama's annual LAB Conference in Monroeville, Alabama this week. We look forward to bringing new ideas and knowledge back to Montevillo! In addition, we look forward to the Awards of Excellence banquet where we will be receiving three honors--stay tuned as we will announce the details soon!
- Every year, we provide information about local businesses to incoming University of Montevillo freshmen in the form of a flyer that goes into their orientation packets. We will also host a "make and take" craft activity at Parnell Memorial Library on Sunday, August 18, from 1-4 PM in order to welcome students to their new home and introduce them to downtown.
- We continue to accept applications for our CO.STARTERS program, which will begin meeting weekly on August 27 and is offered at a discounted rate of \$99/person. More information can be found at this link: <https://www.cityofmontevallo.com/CO.STARTERS.aspx>

***Courtney Bennett, Executive Director***

Due to the Montevallo Chamber hosting the 2024 Montevallo Farmers' Market Adele will not be able to attend Monday nights' council meeting. Below is the Chamber Report:

**Chamber City Council Report**

**08/12/2024**

- 1) Two more dates for the **14th Annual Montevallo Farmers' Market** season - MONDAYS 8/12 and 8/19 3-6pm at 660 Main St. behind MFBC .
- 2) Montevallo Chamber assisted with the **2024 SUMMER MENTORING & TUTORING CAMP** hosted by Encouragement Learning Foundation, Inc. during the month of July at George Dailey Park by promoting and providing tents, tables, chairs, a large fan and cooler for the event.
- 3) Montevallo Chamber assisted with the **Free Haircuts** event hosted by It's About Time Barber Shop for boys to get a haircut before going back to school by providing tents, tables, chairs, and a cooler filled with canned sodas to Encouragement Learning Foundation, Inc. and the Girls Scout Troop #205.
- 4) Montevallo Chamber provided 22 (Twenty-Two) **WELCOME BAGS** for the incoming University of Montevallo new faculty members that will be distributed during the new hire orientation. The bags consist of goodies from Montevallo Chamber members.
- 5) **UM Move-in Welcome Station** Chamber will host a welcome/info station to greet students, parents and others on Saturday Aug 17 11am - 2pm Corner of Valley & N. Boundary.
- 6) **MERI MOON RIBBON CUTTING** / Tues. August 20th / 10am / 618 Main St.
- 7) **August Chamber Luncheon** / 21st WEDNESDAY "**Back to School**" Speakers from Montevallo Elementary, Montevallo Middle and Montevallo High / Parnell Library / 11:30am / Lunch - noon / \$15. each *RSVP* by Friday August 16th to 205-665-1519 or [montevallochamber@gmail.com](mailto:montevallochamber@gmail.com) / Luncheon Sponsor - Regions Bank.



**Adele Nelson**

**Executive Director**

**Montevallo Chamber of Commerce**

P.O. Box 270 Montevallo, AL 35115

**205.665.1519 office**

[www.montevallocc.com](http://www.montevallocc.com)



**RESOLUTION 08122024-485**

**A RESOLUTION ACCEPTING THE DEDICATION OF THE STREET  
KNOWN AS MORELAND DRIVE**

**WHEREAS**, the Montevallo City Council on March 14, 2005 via Ordinance Number 05M renamed Municipal Drive to Mike Moreland Drive in commemoration of the life of Police Officer Michael Moreland and;

**WHEREAS**, the thoroughfare known as Municipal / Moreland Drive has not been formally dedicated as a public right of way via survey or deed and;

**WHEREAS**, the City of Montevallo has purchased adjoining properties to the thoroughfare known as Moreland Drive and now desires to dedicate it as a defined public right of way and as an accepted City Street,

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTEVALLO, ALABAMA**, that the City hereby accepts the Public Right of Way (Moreland Drive) as defined in the attached survey document and legal property description in Appendix A and hereby accepts Moreland Drive as a public street for future maintenance purposes.

**ADOPTED and APPROVED this the 12th day of August, 2024.**

**Signed:**

**Attest:**

\_\_\_\_\_  
Rusty Nix  
Mayor

\_\_\_\_\_  
Steve Gilbert  
City Clerk / Treasurer

This instrument was prepared without evidence of title or survey by William R. Justice, P.O. Box 587, Columbiana, Alabama 35051

**QUITCLAIM DEED**

THE STATE OF ALABAMA,  
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of One and no/100 Dollars (\$1.00) to the City of Montevallo, Alabama, a municipal corporation (hereinafter called GRANTOR), the receipt whereof is hereby acknowledged, GRANTOR hereby releases, quitclaims, grants, sells, and conveys to the Water Works and Sewer Board of the City of Montevallo, a public utility corporation (hereinafter called GRANTEE), all right, title, interest, and claim in or to the following described real estate, situated in Shelby County, Alabama, to-wit:

A parcel of land located in Fractional Section 29, Township 22 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Begin at the northeast corner of said Section 29 and run south along the east line of said Section 29 to the northerly line of Shoal Creek; then turn right and run northwesterly along the northerly line of Shoal Creek to the intersection of the northwest line of Valley Street; then turn right and run northeasterly along the northwest line of Valley Street to the north line of said Section 29; then turn right and run east along the north line of said Section 29 to the point of beginning.

By deed recorded as Instrument # 20060831000431190, GRANTOR conveyed to GRANTEE, among other property, certain parcels of real property described under the heading "Sewer Plant," and the description of the above-described property was inadvertently omitted from that deed. It is the purpose of this deed to clear title in GRANTEE's name to Parcel # 27 9 29 1 001 001.001, which has been assessed in GRANTEE's name for property tax purposes since 2007.

TO HAVE AND TO HOLD to said GRANTEE forever.

IN WITNESS WHEREOF, the said GRANTOR, by its Mayor, Rusty Nix, who is authorized to execute this conveyance, has hereto set its signature and seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

City of Montevallo, Alabama

\_\_\_\_\_  
Clerk

By \_\_\_\_\_  
Rusty Nix, as its Mayor

[notary acknowledgment on following page]



STATE OF ALABAMA  
COUNTY OF SHELBY

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

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

My commission expires:

City of Montevallo, Alabama  
AGREEMENT

THIS AGREEMENT entered into and between Transportation Realty Inc. hereinafter called the Developer, and the Montevallo City Council, hereinafter called the Council, acting by and through Shelby County Department of Development Services per a Development Services Agreement, hereinafter called Development Services.

WITNESSETH

WHEREAS, the Developer has submitted to Development Services a proposed clearing and grading plan to be known as Equipment Storage Area and Development Services has reviewed and the Montevallo Planning Commission has approved said plan, conditioned upon the agreement and bond of the Developer hereinafter set out and provided for in this agreement.

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

1. The Developer shall by December 31, 2024 install in or with respect to said proposed clearing and grading plan all best management practices and stabilize the site according to the approved plan set dated 4-12-2024
2. In the event the Property Owner shall fail in whole or in part to complete within said time (or such additional time, if any, as may be granted) the construction and installation provided for by paragraph 1. above, the Council shall have the right at the cost and expense of the Property Owner to complete the same or cause the same to be completed, and the Property Owner hereby grants unto the Council all rights necessary or appropriate to enable the Council so to do.
3. In consideration of the premises and of the foregoing agreement of the Property Owner and of the furnishing of proper bond (the amount of which is to be determined by the City Engineer) to secure the faithful performance of such agreement and the actual construction and installation of the aforesaid improvements and utilities within the time specified, the Planning Commission agrees that it will not require installation or construction of the aforesaid improvements and utilities prior to approval of said plat, but that in lieu of the completion of such improvements and utilities prior to approval of said final plat it will accept the aforesaid agreement of the Property Owner and the aforesaid performance bond of the Property Owner and by its surety.
4. The consideration for this agreement by the Property Owner is to induce the Council to grant final approval of said subdivision, plat or site plan prior to the completion of the work above described. Said Property Owner further recognizes that said consideration is full, complete, and sufficient as stated and further said Property Owner recognizes the authority of said Council to enter into and execute this agreement and further recognize the authority of said Council to require the improvements and work as set out in said Agreement.

ENTERED into this 31<sup>st</sup> day of July, 2024.

Attest: Amy Rotts

Developer: [Signature]  
(Signature)

Transportation Realty Inc.  
One Racehorse Drive  
East St. Louis, IL 62205  
(Please Print Name, Address and Phone)

Montevallo City Council

\_\_\_\_\_  
Mayor, City of Montevallo

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT**

I, the undersigned Applicant, certify under penalty of law that this document and all attachments were prepared under my direction or supervision and that I have personally examined and am familiar with the information therein. Based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and civil penalty."

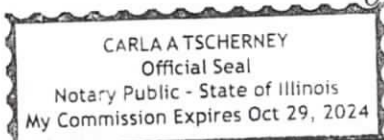
I, the undersigned Applicant, have reviewed a copy of the applicable land disturbance requirements as set forth in the Land disturbance ordinance of the City of Montevallo, Alabama. Please call 205-620-6650 if any questions arise.

Signed: Frank Bednars II Date: 7/31/24  
Please Print: \_\_\_\_\_

**STATE OF ALABAMA  
SHELBY COUNTY**

I, Carla A. Tscherny, as Notary Public in and for said County and State, do hereby certify that FRANK Bednars II whose name is signed to the foregoing certificate as applicant (and \_\_\_\_\_, whose name is signed as owner), all of whom are known to me, acknowledged before me on this date, that after having been duly informed of the contents of said certificates, they executed same voluntarily as such individuals (or in any other capacities) with full authority thereof.

Given under my hand and seal this 31ST day of July, 2024.



Carla A. Tscherny  
Notary Public (seal)

**FEES:** COM Application fee \$100 – Single Family Residence; \$500—Other Applications; \$250 – Re-application or Permit modification. Bond Amount \$1,000 per acre or fraction thereof – Clearing; \$3,0000 per acre or fraction thereof – Clearing and Earthwork or Earthwork. **\*\*NOTE: The Bond amounts doubles for property within a SFHA.**

*All fees and bond amount due upon application.*

**OFFICE USE ONLY**

Application Fee \_\_\_\_\_ Total Fees Paid \_\_\_\_\_ Receipt No. \_\_\_\_\_ Date: \_\_\_\_\_  
Bond Instrument Amount \_\_\_\_\_ Bond Instrument Type \_\_\_\_\_ Bond Instrument Expiration Date \_\_\_\_\_  
Received By \_\_\_\_\_ Reviewed By \_\_\_\_\_ City Council Meeting Date \_\_\_\_\_



O'FALLON  
804 WEST US HIGHWAY 50  
O'FALLON, IL 62269

# Cashier's Check

2400283634

80-942  
810

REMITTER: BEEIMAN TRUCK COMPANY

DATE: 31-Jul-2024

PAY TO THE

ORDER OF CITY OF MONTEVALLLO, ALABAMA

\$ 75,000.00

Seventy Five Thousand Dollars And No Cents\*\*\*\*\*

DOLLARS



MEMO:

Issued by First Bank, St. Louis, MO 63141

*Kriste Perry*  
AUTHORIZED SIGNATURE

⑈ 2400283634 ⑆ ⑆ 081009428 ⑆ ⑆ 9800847118 ⑆

**ORDINANCE NO. 07222024-140**

AN ORDINANCE TO AMEND CHAPTER 22,  
OF THE CODE OF ORDINANCES OF THE CITY OF MONTEVALLO, ALABAMA  
TO CREATE ARTICLE VII SECTION 22-140 REGARDING THE PRIVILEGE OR  
LICENSE TAX FOR THE BUSINESS OF RENTING OR FURNISHING ROOMS,  
LODGINGS, OR ACCOMMODATIONS TO TRANSIENTS

**WHEREAS**, The City of Montevallo under authority granted by the State of Alabama Code Title 40-26-1, *et. seq.*, Revenue and Taxation, currently collects a privilege or license tax from every person, firm, or corporation engaging in the business of renting or furnishing any room or rooms, lodging, or accommodations to transients in any hotel, motel, inn, tourist camp, tourist cabin, or any other place in which rooms, lodgings, or accommodations are regularly furnished to transients for a consideration at the rate of five percent (5%) of the charge for such room, rooms, lodgings, or accommodations, including the charge for use or rental of personal property and services furnished in such room.

**WHEREAS**, given the current economic circumstances and conditions, both regionally and nationally, the City Council believes it is necessary, advisable and in the best interest of the City to increase the percentage of lodging tax imposed on those businesses that benefit most from the privilege of doing business in Montevallo.

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

**Article VII. - LODGING TAX LEVY MODIFIED**, is hereby added to the Code of Ordinances of the City of Montevallo

**Article VII, Section 22-140 - Levy and amount of tax modified.**

The rate of percentage shall hereby be established at six percent (6%) of the charge for such room, rooms, lodgings, or accommodations, including the charge for use or rental of personal property and services furnished in such room.

The proceeds collected related to this ordinance shall be expended to support the general operations of the City of Montevallo, as directed and appropriated by the City Council.

**Section 22-141. Severability**

Each section and provision of this ordinance is hereby declared to be an independent section or provision. If any section or provision shall be declared void, invalid, or unconstitutional, the remaining sections or provisions shall not be affected but shall remain in full force and effect.

This Ordinance shall become effective upon its passage and advertisement as provided by law. Collection of six percent (6%) tax levy shall become effective November 1, 2024.

ADOPTED AND APPROVED THIS 12th DAY OF AUGUST, 2024.

ATTEST

APPROVED:

\_\_\_\_\_  
Steve Gilbert, City Clerk

\_\_\_\_\_  
Rusty Nix, Mayor

\_\_\_\_\_  
Date

[SEAL]

POSTING AFFIDAVIT

I, the undersigned City Clerk of the City of Montevallo, Alabama, do hereby certify that the above and foregoing ORDINANCE NO. 07222024-140, was duly ordained, adopted, and passed by majority vote of the City Council of the City of Montevallo, Alabama at a regular meeting of such Council held on the 12th day of August, 2024 and duly published by posting an exact copy thereof on the 13th day of August, 2024 at four public places within the City of Montevallo, including City Hall, Parnell Library, Montevallo City Shop, and Montevallo Senior Center and at [www.cityofmontevallo.com](http://www.cityofmontevallo.com). I further certify that said ordinance is on file in the office of the City Clerk and a copy of the full ordinance may be obtained from the office of the City Clerk during normal business hours.

\_\_\_\_\_  
Steve Gilbert, City Clerk

**MASTER CONTRACT FOR PUBLIC SAFETY SERVICES (SURVEILLANCE – GOVERNMENTAL)**

THIS MASTER CONTRACT FOR PUBLIC SAFETY SERVICES (SURVEILLANCE – GOVERNMENTAL) (the "Agreement") made entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the City of Montevallo, a municipal corporation ("Customer") and ALABAMA POWER COMPANY ("APC").

**1. Agreement.** This Agreement establishes the terms and conditions under which APC will provide public safety-related services ("Public Safety Services") and, where APC deems necessary, regulated electric service (collectively "Services") to Customer including the Deliverables described in the attached Premises Exhibit. This Agreement shall apply to each of the locations identified in the attached Premises Exhibit and any additional areas identified in additional Premises Exhibit(s) executed after the Effective Date of this Agreement (collectively "Premises"). All capitalized terms defined in this Agreement are incorporated in and made a part of the Premises Exhibit. Any additional executed Premises Exhibit(s) and all capitalized terms not otherwise defined in this Agreement have the meanings ascribed to them in the attached Premises Exhibit.

**2. Title; Interest.** This Agreement concerns the provision of Services to Customer by APC and is not a sale, lease, or licensing of goods, equipment, or property of APC of any kind. APC retains the sole and exclusive right, title, and interest in and to all of its goods, equipment, and property utilized in connection with the Services, including, without limitation, all poles, bases, wiring, conduit, fixtures, cameras, controls, and related items (collectively, the "APC Assets"). APC may update, modify, or replace any components as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Services or use of APC Assets. Moreover, APC may remove the APC Assets upon termination of this Agreement.

**3. Service Functionality.** The APC Assets may access and use certain hardware, application services, components, and embedded software ("System") in connection with the Services. The APC Assets may contain software or firmware, and any such software and firmware shall remain the sole property of the software owner. APC, at no additional cost to Customer, grants Customer a non-exclusive, revocable (in the event of default by Customer or other termination / expiration of this Agreement) license during the Term of this Agreement solely to access and use the application services and software of APC, its vendors, or the applicable software owner to the extent specified in, and permitted by, this Agreement in connection with the Services during the Term of this Agreement (collectively, the "Solution"). APC represents and warrants that it has the right to grant Customer such access to the Solution. Customer shall not: (i) decompile or reverse engineer the Solution or take any other action to discover the source code or underlying ideas or algorithm of any components thereof, (ii) copy any products or software of the Solution (other than the Content (as defined in Section 7.a below) solely for purposes of accessing and using the Services), (iii) post, publish, or create derivative works based on the Solution, or (iv) remove any copyright notice, trade or service marks, brand names and the like from the Solution. **Throughout the Term, Customer's use of the System is subject to, and Customer expressly agrees to abide by, the terms of service, end-user license agreement, or any other terms and conditions of the integrator or other APC subcontractors identified in Exhibit A, which may be provided separately or made available to Customer upon creation of a user account, as applicable.**

**4. Interruption of Service.** Customer understands that the Services and the System (including those provided in Premises Exhibits A, B, and C) are provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify APC. Customer acknowledges and agrees that APC's contractors or representatives may temporarily access Content to resolve any such interruption or as necessary to otherwise confirm operability of the System and Service. In the event of a Service interruption due to APC Asset equipment failure, APC will install replacement technology sufficient to provide equivalent Service. Customer can notify APC by calling 1-888-430-5787 during normal business hours to report the issue.

**5. Connectivity and Content Access.** As part of the Services, and unless otherwise noted, APC will make available an internet connection to link the cameras to the System for the transfer of the camera data to Customer's system or device. Such internet connection is not available for any other use. **Unless otherwise agreed by the parties in Exhibit A, the Service does not include any device necessary for Customer's access to Content, nor does it include any Content monitoring services by APC.** Also, unless otherwise agreed in Exhibit A, Customer may access the Content using Customer's own internet-connected device(s) and Customer's own internet connection (both of which are Customer Provided Equipment ("CPE") under this Agreement), or by other means of its choosing. The Service may use internet bandwidth, the amount of which may vary based upon Customer's use of the Service. APC is not responsible for any degradation of performance or function of other internet-connected devices due to internet bandwidth used by Customer's access of the Service. **Customer acknowledges that when either the internet connection is not operating or it is otherwise unavailable for any reason, including network outage, cable cut, network maintenance, network congestion, equipment failure, weather, or a force majeure event, the Service, any internet-dependent components of the Service, or the transmission of Content to a remote storage site will not function.** Transmission of a wireless signal can be further affected by radio signal strength or availability at the Premises. **Customer must notify APC immediately of any System failure or malfunction, including any internet or other transmission failure.**

For the avoidance of doubt, Customer acknowledges that neither APC nor any of its employees or other direct personnel shall have the ability to access Customer's Content. APC's contractors or representatives shall have limited access to and the ability to retrieve the Content as directed and pursuant to the agreement between APC and its contractors or representatives in connection with the provision of Services (e.g., to resolve Service Interruptions as provided for in Section 4 above).

**6. Content Storage.** Content may be stored for a limited amount of time by the camera devices, but otherwise will be stored in the cloud or on a local server provided by (but not directly accessible by) APC for receipt and storage of the digital feed of Content, and for Customer's facilitation of its use by Customer's end users. Each such local storage device (e.g., camera device) is part of APC Assets. Content will be available only until overwritten by the applicable storage device, and the duration of storage may vary based on the degree of activity observed.

All complaints or concerns regarding the installation or service of a lock, alarm, or CCTV system may be directed to the AESBL at 795 Vaughn Road, Montgomery, Alabama 36116 (334) 264-9388

**7. Legal Compliance.** Customer acknowledges that it may not use the Service and Content for any unlawful, discriminatory or unethical purpose, and that related surveillance equipment, including cameras, may be located only in areas where permitted by law and where persons have no reasonable expectation of privacy. Customer is solely responsible for the security of all data and for the activities of all persons who access the Content. Customer expressly agrees that it is subject to, and warrants or covenants that it will comply with, any applicable law, rule or regulation regarding Customer's use of the Service or Content, including any law pertaining to surveillance equipment location, wiretapping, eavesdropping, privacy, voyeurism, child pornography, or similar law. Customer acknowledges that its use of the Service or Content is at Customer's own risk. Customer is solely responsible for any and all pictures, sounds, audio, videos, or other data that Customer, or anyone Customer should reasonably expect to use or have access to the Service or Content, uploads, downloads, monitors, records, stores, posts, emails, transmits, discloses, or otherwise makes available using APC Assets or the Service.

a. Customer is the sole owner of any and all information, pictures, sounds, audio, video, and/or other data recorded by the cameras and/or stored in any manner in connection with the provision of Services under this Agreement ("**Content**") and is solely responsible for Customer's conduct, the Content and any consequences of accessing, retrieving, using, or making available such Content.

b. To the extent required by applicable law, rule, or regulation (public or private), Customer agrees to inform any third party entering the Premises that the Premises may be monitored or recorded. Customer is solely responsible, and APC has no liability whatsoever, for any decision or action regarding such notice, including notice content, mode, means, or placement.

c. In connection with Content, Customer represents, warrants, or covenants that: (a) Customer owns or has any necessary license, right, consent, or permission to collect and enable use of Content as contemplated by this Agreement; and (b) Customer's use or making available of Content does not and will not: (1) infringe, violate, or misappropriate any legal, copyright, trademark, patent, trade secret, moral, privacy, publicity, or other intellectual property or proprietary right of any third party; or (2) slander, defame, libel, or invade the right of privacy, publicity, or other property right of any other person.

d. Customer acknowledges and agrees that Content may be received or stored on computer servers or other Systems maintained by APC's contractors, depending on what is specified in the Premises Exhibit. Customer consents and agrees, and grants to APC a perpetual, royalty-free, irrevocable license, that APC or its contractors may cause Content to be stored for such time, and disposed of in such time, as is determined at APC's or its contractor's sole and exclusive discretion. Content may be stored in a location that is shared with one or more third parties; provided, however, that regardless of APC's role in maintaining such computer servers, under no circumstance shall APC have access to or the ability to view or retrieve the Content.

e. Customer expressly agrees that APC may authorize the disclosure of Content to third parties, with or without notice to Customer: (i) if required to do so in connection with any law enforcement investigation or proceeding; (ii) pursuant to a court order or subpoena; (iii) as allowed or required by applicable law. Customer consents to any such disclosure.

**8. Term and Termination.** Subject to the termination rights set forth in this Section 8 or in Section 9 below, the initial term for the Agreement shall be for twenty four (24) months, calculated from the date of the first monthly bill which shall be issued following installation verification as provided in the Premises Exhibit (the "**Initial Term**"). After the **Initial Term**, this Agreement automatically renews for an additional twenty four months, in accordance with the terms and conditions in effect at the time, unless and until either party provides written notice to the other party of its termination under Sections 8 or 9, or its intent not to renew (in accordance with the notice provisions in **Section 17** below) at least thirty (30) days before the desired expiration date.

After execution of this Master Contract, should Customer desire to procure additional Services, APC and Customer shall execute additional Premises Exhibits to address the additional Services. (These shall be reflected as amendments to insert additional Exhibits A-1, A-2, A-3, etc., or B-1, B-2, B-3, etc., or C-1, C-2, C-3, etc. as applicable to the nature of the additional Services, to the Agreement.) Such amended Exhibits shall each have their own Initial Terms of sixty (60) months which shall similarly be calculated from the date of the first monthly bill issued for such additional Services. Should the staggered terms of an additional Exhibit extend past nonrenewal of the Agreement, such Initial Term shall survive the Agreement (subject to all of the terms and conditions of the Agreement) until expiration of such Initial Term. However, in the event of notice of termination by either Party under Section 8 or Section 9, the terminating Party has the right to terminate the Initial Term of such additional Exhibits contemporaneous with the effective termination date of the Agreement.

## **9. Payment.**

a. **Regulated Cost.** During the Term of this Agreement, the actual Regulated Cost will be calculated using the tariffs approved by the Alabama Public Service Commission (the "**Commission**") at the time of billing. Alabama state law and the rules, regulations, and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations, and rate schedules are subject to change during the term of this Agreement as provided by law. Copies of current rules, regulations, and applicable rate schedules are available for viewing on APC's website: <http://www.alabamapower.com>.

b. **Subscription/Communication/Software Costs.** APC reserves the right to apply an annual increase in the Service Cost of up to 3%, if needed, to reflect increases in costs from subscription software, and communications providers. These costs represent pass through costs for APC, and APC will not apply more than 3% to the Service Cost regardless of the increased costs from these providers.

c. **Payment and Invoices.** APC will invoice Customer per the terms stated in the Premises Exhibit, subject to any change in the electric service charge as authorized or required by the Alabama Public Service Commission, as described in the Premises Exhibit.

All complaints or concerns regarding the installation or service of a lock, alarm, or CCTV system may be directed to the AESBL at 795 Vaughn Road, Montgomery, Alabama 36116 (334) 264-9388



Customer agrees to pay the monthly amount by the due date. Balances unpaid after the due date (but before the Payment Default date described in Section 9.b) are subject to a late payment charge of 1.5% or \$2.00, whichever is greater.

d. Payment Default. Notwithstanding Section 8(a) above, Customer is in default if Customer does not pay the entire amount owed within forty-five (45) days of the due date or terminates this Agreement without proper notice and prior to the end of the then-current Term. APC's waiver of any past default will not waive any other default. If default occurs, APC, at its discretion, may immediately: (i) terminate this Agreement, (ii) collect all past due amounts (including late fees if applicable), as well as any and all amounts that would have been due for Services through the remainder of the then-current Term; (iii) collect APC costs incurred (including, but not limited to removal costs, remaining subscription fees, etc.) at the time of termination or as a result of termination, subject to APC's obligation to make commercially reasonable efforts to mitigate costs; and (iv) remove any and all APC Assets from the Premises. APC shall be entitled to seek any and all available remedies provided by law or equity, including but not limited to the remedies described above.

10. Premises Activity. Customer grants a non-exclusive license and right of access to APC, and its contractors and representatives, throughout the Term of this Agreement and for a reasonable period after the Term of the Agreement, in order for APC and its contractors and representatives to enter the Premises and perform all manner of activities related to the provision of the Services. This includes the right to: (i) access the Premises with vehicles, the APC Assets, and other tools or equipment in order to install and connect the APC Assets; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Services or for removal of APC Assets after expiration or termination of the Services under this Agreement; (iii) inspect, maintain, test, replace, repair, and remove APC Assets; (iv) provide electric energy in relation to the Services where APC deems necessary; and (v) conduct any other activities reasonably related to the provision of Services, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (v) collectively, the "**APC Activity**"). Customer will not cause or permit any obstruction that may interfere with APC's access to the APC Assets or with any APC Activity.

Customer represents that the individual signing this Agreement on its behalf has authority to do so, and, where applicable, has obtained the express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize APC to provide the Services and perform the APC Activity upon the Premises. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises or persons or property entering onto Customer's Premises.

11. Installation. Customer recognizes that APC, or an APC-approved contractor, may be required to install the APC Assets in order to provide the Services. Customer represents that if applicable and required for proper Installation: the Premises' final grade will vary no more than six (6) inches from the grade existing at the time of installation and premises property lines will be clearly marked before installation.

a. Customer Provided Equipment. APC, and its approved contractors may, at APC's discretion, use the CPE at the Premises including wiring, etc. to provide the Services. APC is not responsible for the repair or replacement of any CPE. APC is not responsible for repairing CPE or for any damage CPE may cause to the Services or APC Assets. Customer shall bear the exclusive risk of any consequential damages resulting from any impaired functionality of the Services caused, directly or indirectly, by CPE.

b. Underground Facility/Obstruction Not Subject to Dig Law. Because APC Activity may require excavation not subject to the Alabama's Underground Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) ("**Dig Law**"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If APC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before APC commences the APC Activity, Customer is responsible for all damages and any resulting delay.

c. Unforeseen Condition. The Monthly Charge shown on the Premises Exhibit includes no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not properly marked or identified ("**Unforeseen Condition**"). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. Customer is responsible for all costs of modification or change to the APC Assets requested by Customer or dictated by an Unforeseen Condition or any other circumstance outside APC's control.

d. Use of Right-of-Way. To the extent that the APC Activities may require the use of the streets, avenues, alleys, or public places of Customer, Customer hereby grants its consent to such use by APC and its contractors or representatives as are necessary to provide the Services or APC Activities. All excavations, construction activities, and aerial installations of APC Assets in Customer Right-of-Way shall be carried on as to reasonably minimize interference with the use of the Right-of-Way and with the use of private property, in accordance with all applicable laws, ordinances and regulations of Customer. APC and its contractors or representatives shall use commercially reasonable efforts to coordinate construction, installation, repair, and maintenance of the APC Assets to minimize unnecessary disruption, including, as appropriate, coordination with applicable Customer departments and agencies. APC shall not interfere with the use or development of any property of Customer or any other person, and promptly upon completion of construction, erection or installation of the APC Assets, APC shall, at its own cost and expense, promptly repair any damage to property reasonably determined to be resulting from such activity to original condition.

e. Operation During Construction and Installation. Customer acknowledges that during the construction and installation process the APC Assets shall come "on-line" as such APC Assets are installed (i.e., the camera shall be placed in operation and begin recording once installed). Furthermore, Customer recognizes that until the date that the installation of the entire System is completed ("**Date of Service**"), Customer may not have access to any Content that may be recorded by the APC Assets. Any Content recorded by an APC Asset prior to

the Date of Service shall only remain stored on the device or storage device until such Content is overwritten in the normal course of operation of the APC Assets. Customer agrees that it is solely the owner and is solely responsible for any such Content notwithstanding the fact that Customer may not have the ability to access and retrieve such Content prior to the Date of Service, and that such Content is nonetheless subject to the provisions of Section 7.

**12. Maintenance.** During this Agreement's Term, APC will maintain the APC Assets and will bear the cost of routine repair or replacement as identified in the Premises Exhibit. Customer must notify APC of any need for repair by calling the Business Service Center at 1-888-430-5787. APC shall have the right to contract with a third party for maintenance, repairs, and other work relating to any and all APC Assets associated with the provision of Services pursuant to this Agreement. During this Agreement's Term, Customer will be responsible for APC's cost of repairing or replacing any Equipment damaged or destroyed due to vandalism, theft, or willful abuse during this the Term of this Agreement.

**13. Access to APC Assets.** Nothing in this Agreement shall convey to Customer the right to attach or affix anything to the APC Assets. Customer will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper or otherwise interfere with any of the APC Assets. If Customer desires to attach or affix anything to the APC Assets, Customer must first call the Business Service Center at 1-888430-5787 and obtain APC's written consent.

**14. Disclaimer: Limitation of Liability; Damages.** APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability and noninfringement) regarding the Services or any APC Activity. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages arising from the Services or this Agreement, or arising from damage, hindrance, or delay involving the Services or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent APC is liable under this Agreement, the liability of APC is hereby limited to: (i) with respect to Services purchased by Customer, the annual amount paid by Customer for Services or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer understands the Services are not intended to prevent any loss by burglary, holdup, fire, or otherwise, and that none of the APC Assets or Services are error-free or without interruption, which interruption could occur from faulty equipment, faulty transmission, power outages, weather, or the tampering or destruction of the APC Assets or CPE. APC is not required to supply the Services to Customer while any such interruption continues. APC does not guarantee the security of its System or APC Assets and is not responsible if any software code enters the System or APC Assets that disrupts, disables or self-limits such System or APC Assets. APC disclaims any liability with respect to the unauthorized use of Content to the extent permitted by law. To the greatest extent allowed by applicable law, APC is neither responsible for protecting Content against unauthorized access, disclosure, or use nor liable for any unauthorized access, disclosure, or use of Content. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety thereof, and that APC has no liability for any personal injury or real or personal property damage, loss, or negative impact to Customer that occurs at the Premises. Customer agrees APC shall not be liable for any defects, errors, interruptions or other issues associated with the software and hardware included in the Services (as outlined in the Premises Exhibit). Customer further agrees that APC shall not be liable for any claims, lawsuits, or damages arising out of such defects, errors, interruptions or other issues to the extent the same are the fault (in whole or in part) of the manufacturer (whether ShotSpotter or another third-party) of the software and hardware.

To the fullest extent permitted by law, Customer agrees to be solely responsible for any and all liability, claims, demands, actions, judgments, loss, costs and expenses arising or claimed to have arisen by, through, or as a result of acts or omissions of Customer regardless of whether the acts or omissions are the sole or partial cause of the liability, claim, demand, action, judgment, loss, cost or expense. In the event a liability, claim, demand, action, judgment, loss, cost or expense is asserted or made against APC, and Customer's acts or omissions are the sole or partial cause, Customer agrees to reimburse APC for any and all expenditures made in satisfying or resolving such liability, claim, demand, action, judgment, loss, cost or expense.

**15. Agreement Not Insurance Policy.** Customer agrees and understands that: (i) APC is not an insurer, nor is this Agreement intended to be an insurance policy or substitute for an insurance policy; (ii) insurance, if any, will be obtained by Customer or its customers or tenants, as applicable; (iii) charges by APC under this Agreement are based solely upon the limited value of the limited Services and are unrelated to the value of the Premises or the property located on the Premises; (iv) the amounts payable by Customer are not sufficient to warrant APC assuming any risk of consequential, collateral, incidental, or other damages to Customer and/or its customers or tenants due to the Services, or any deficiency, defect, inadequacy, or disruption of the Services or due to APC or its contractors' negligence or failure to perform; (v) Customer does not intend this Agreement to impose liability on APC except within the limitations of this Agreement; and (vi) Customer agrees that APC shall not be liable for loss or damage due directly or indirectly to any occurrences or consequences from occurrences which the Services may be designed to detect.

**16. Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed duly given upon actual delivery if delivery is by hand (against receipt) or on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested or on the next business day after being sent by a national recognized overnight courier which provides proof of receipt. All notices shall be directed to the other party at the addresses of such party indicated below, or at such other address as the parties may designate in writing by notice delivered pursuant to this provision.

| If to APC:  | If to Customer: |
|---|-----------------|
| Alabama Power Company<br>600 18 <sup>th</sup> Street North<br>Birmingham, Alabama 35203 |                 |
| Attn & Bin No:  | Attn:           |
| Email:  | Email:          |

All complaints or concerns regarding the installation or service of a lock, alarm, or CCTV system may be directed to the AESBL at 795 Vaughn Road, Montgomery, Alabama 36116 (334) 264-9388

With a copy to:

APC Mktg & Econ Dev Contract Notices  
Email: [G2APCCNMEDC@southernco.com](mailto:G2APCCNMEDC@southernco.com)

With a copy to:

**17. Taxes.** APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. If applicable, Customer must provide a copy of its Alabama sales tax exemption certificate. Payments made under this Agreement are exclusive of any business license, excise, franchise, property, sales, use, rental, lease, or other transaction taxes or fees ("Taxes") imposed by any Governmental Authority or taxing jurisdiction on the Services rendered under this Agreement. Customer shall be solely responsible for any Taxes due on the services provided. The parties intend and understand that the Services and associated transactions rendered pursuant to this Agreement are not subject to Alabama rental or lease tax. In the event that an applicable Governmental Authority determines in the future that APC is subject to Alabama rental or lease tax with respect to the Services rendered or transactions conducted under this Agreement or any portion thereof, then Customer agrees that: (i) APC may invoice Customer for the amount of such rental or lease tax assessed on the payments by the applicable Governmental Authority on a fully grossed-up basis, (ii) APC may invoice Customer for the amount of delinquent rental or lease taxes due other Governmental Authorities for all open years on a fully grossed-up basis, and (iii) APC may begin invoicing Customer for the amount of monthly rental or lease taxes due to all applicable Governmental Authorities after the determination that APC is subject to Alabama rental or lease tax with respect to the Services, and Customer shall reimburse APC for such amount within thirty (30) days of receipt of invoice, along with any associated taxes, penalties, or interest. Any rental or lease taxes owed by Customer to APC shall be added to and be considered a part of the flat Monthly Charges invoiced to Customer. Except as expressly provided above, each party shall be solely responsible for any and all Taxes imposed on it by any Governmental Authority or taxing jurisdiction in connection with the transactions contemplated by this Agreement.

**18. Immigration Law Compliance.**

- a. APC represents and warrants that it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act").
- b. APC represents and warrants that it will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that APC is enrolled in the E-Verify program. During the performance of this Agreement, APC shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations.
- c. By signing this Agreement, the contracting Parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

**19. Effective Date.** This Agreement will be effective on the date when it has been signed by the last party whose signing makes the Agreement fully executed (the "Effective Date"). However, the Initial Term does not commence until the first monthly bill is issued, as provided for in Section 8 above.

**20. Relationship of Parties.** Customer and APC agree that nothing contained in this Agreement nor any act of APC or of Customer shall be deemed or construed by either of the parties hereto or by third persons to create any relationship of third party beneficiary hereof, or of principal and agent, or of a limited or a general partnership, or of a joint venture, or of any association or relationship between APC and Customer other than as set forth herein. It is understood by the parties that APC is an independent contractor with respect to Customer. Neither Customer nor any of its agents shall have control over the conduct of APC or any of APC's employees, agents or subcontractors except as herein set forth. Customer will not withhold payment for taxes, provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of APC, its agents or employees. APC shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of Customer.

**21. Survival.** Customer and APC hereby agree that those provisions that by their nature are intended to survive the termination or expiration of this Agreement shall survive notwithstanding the termination or expiration of this Agreement, including but not limited to Sections 8 (regarding additional Exhibit), 14, 15, 18, 20, 23,

**22. Miscellaneous.** Subject to applicable law, APC may modify the terms of this Agreement by providing thirty (30) days' prior written notice to Customer of such modification. If Customer uses the Services or makes any payment to use the Services on or after the Effective Date of the modification, Customer accepts the modification. Either Party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other Party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations without prior written consent of APC. Any such assignment without APC's prior written consent will be void and of no effect. In this Agreement, "including" means "including, but not limited to." In all matters, Customer enters into this Agreement in sole reliance upon Customer's own advisors and not on any statements or representations (written or oral) of APC or any of its representatives and agents. If a court rules a provision of this Agreement unenforceable to any extent, the rest of that provision and all other provisions remain effective.

**23. Governing Law and Venue.** This Agreement shall be governed by, construed and enforced under the laws of the State of Alabama, excluding its conflicts of laws rules. Each party hereby submits to exclusive personal jurisdiction in the state courts located in Jefferson County,

All complaints or concerns regarding the installation or service of a lock, alarm, or CCTV system may be directed to the AESBL at 795 Vaughn Road, Montgomery, Alabama 36116 (334) 264-9388

Alabama and the United States District Court for the Northern District of Alabama in connection with any state or federal disputes arising hereunder. The parties hereby waive any objection that such party may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agree not to plead or claim the same.

**24. Entire Agreement.** This Agreement contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**[signatures on next page]**

IN WITNESS WHEREOF, APC and Customer have caused this Agreement to be executed by their authorized representatives.

**CITY OF MONTEVALLO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ALABAMA POWER COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PREMISES EXHIBIT A (Standard Camera Attachments)**

Alabama Power Company (“APC”) and the City of Montevallo (“Customer”) agree that the Master Contract for Public Safety Services (Surveillance – Governmental) dated as of the Effective Date (as defined in the Agreement) (“Agreement”) shall apply to the Premises and Deliverables identified below. The Premises Exhibit is entered into as of the date of the last signature below (the “Premises Exhibit Effective Date”).

1. **Location:** APC shall provide the Services to Customer at the locations shown on maps to be created by the Parties and treated as confidential information.
2. **Deliverables:** APC’s Services provided to Customer shall include the following Deliverables:
  - Maintain ten (10) Flock Safety Falcon License Plate Recognition (LPR) cameras, necessary data subscriptions/fees, 30-day cloud storage and associated equipment
  - Maintain ten (10) Flock Safety Solar Panels for power for LPR Cameras
  - Maintain two (2) 14’ black metal poles

3. **Payment Schedule:**

| Months ** | Service Cost | Estimated Regulated Cost * | Monthly Cost * |
|-----------|--------------|----------------------------|----------------|
| 1-24      | \$2,708.40   | \$0.00                     | \$2,708.40     |

\* The actual regulated cost for electric service to the Surveillance Equipment will be calculated using the applicable tariffs approved by the Alabama Public Service Commission at the time of billing. Such laws, rules, regulations, and rate schedules are subject to change during the Term of this Agreement as provided by law. Thus, the regulated cost (and therefore the total monthly cost) may vary slightly from the estimates provided above. In addition, APC reserves the right to apply an annual increase in the Service Cost of up to 3% to reflect increases in provider costs as described in Section 9(a) and (b) above.

\*\* Payment Schedule applies to Initial Term and automatic renewal noted in Section 8 **Beginning April 29, 2024**

4. **Content.** Cloud storage has been selected to store the content. Vendor will be responsible for housing and for protecting and securing the cloud server equipment.
5. **Integrators and other Subcontractors.** Pursuant to Section 3 of the Agreement (Service Functionality), Customer agrees to abide by the terms and conditions of the following integrators and other sub vendors:
  - a. **Flock Safety (SaaS Provider)**
6. **Moving Equipment.** If Customer desires to relocate any piece of equipment (e.g., a camera or other device), Customer must first call the Business Service Center at 1-888-430-5787 and obtain APC’s written consent. If the equipment in question has not yet been installed, APC will relocate the equipment for no additional cost to Customer as long as APC can ensure good signal quality in the requested new location. If the equipment in question has already been installed, such relocations of equipment will result in additional charges to Customer.

IN WITNESS WHEREOF, APC and Customer have caused this Agreement to be executed by their authorized representatives.

**CITY OF MONTEVALLO**

**ALABAMA POWER COMPANY**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

# Memorandum of Understanding

Between the City of Montevallo, Alabama and the University of Montevallo on behalf of its Stephens College of Business regarding Business Consulting Services

**Whereas**, the Stephens College of Business at the University of Montevallo (SCOB) in an effort to further its involvement in the Montevallo Community to assist, promote, and develop local business; and

**Whereas**, SCOB its faculty and students are willing to offer their time, knowledge, and experience to assist local business owners with operations, planning, and other business activities; and

**Whereas**, the City of Montevallo desires to assist its local business community in the areas of development and sustainability; and

**Whereas**, the City of Montevallo, the University of Montevallo, and Shelby County have an ongoing partnership for economic development known as the Montevallo Development Cooperative District (MDCD); and

**Whereas**, the MDCD, Montevallo Main Street, and the Montevallo Chamber of Commerce currently engage with our local business community; and

**Whereas**, the SCOB Business Consulting Services would further assist the effort and activities of these economic development organizations;

**Now, Therefore, the City of Montevallo and the Stephens College of Business hereby agree to enter into this Memorandum of Understanding:**

- The City of Montevallo agrees to provide the SCOB with office space in the City of Montevallo Annex Building to include data connectivity and utilities at no cost; and
- The SCOB agrees to provide Business Consulting services to Montevallo business owners current and future at no cost; and
- These services shall include but are not limited to business planning, marketing, financial, licensing, business expansion, human resources, management, sales, social media, etc.
- The City of Montevallo and SCOB agree that the program shall operate for a period of no less than one (1) year from the execution of this agreement.
- The program shall conduct a review of operations at a time of six (6) months from commencement of operation.
- The City of Montevallo and SCOB reserve the right to terminate this agreement by either party upon written notification 30 days in advance.

This Memorandum of Understanding was adopted and approved by the Stephens College of Business on the 12<sup>th</sup> day of August, 2024.

*Lynne Richardson*

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Dr. Lynne Richardson, Dean

*John W. Stewart, III*

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Dr. John W. Stewart, III, President

This Memorandum of Understanding was adopted and approved by the Montevallo City Council on the 12th day of August, 2024.

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Rusty Nix, Mayor