

MINUTES

Montevallo City Council Work Session

May 26, 2026

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 Brandelyn Nelson, Council Member Alyssa Green. Quorum present.

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

Discussion of New Business Items:

- **Discussion of Ordinance 05262026-253** An Ordinance to convey municipal property for right of way along Alabama Highway 119 North in conjunction with Project ATRP2-59-2023-348.
- **Discussion of Recommendation to accept contract** with Bobby Sherer for the maintenance of Salem Cemetery. 1 year agreement at \$250.00 per service cycle. (10 maintenance cycles).
- **Discussion of Consideration of MOA** with Shelby County Board of Education for use of new gym at Montevallo Highschool

Other Business: Discussion of Salem Cemetery: Opening and Closures \$900 – Plots \$750.

Presentation: Financial Audit by Walker Gann, Doeren Mayhew P.C. - Will be on the Agenda at the next City Council meeting.

Mayor Nix Called for Committee Reports:

Mayor Nix called for the Public Health and Safety Reports. Council Member Dukes called on Chief Burr for the Police Department report. Chief Burr reported there were 77 Reports for the month of April and 454 Total Reports for the Year. See Appendix 1.

Council Member Dukes advised there was no report from Chief Davis for the Fire Department report.

Council Member Dukes called on Sarah Hogan Shaw, Impact Montevallo. Sarah reported the KASH Market training will be held this Thursday at 5:30 pm at Parnell Memorial Library; Summer Reading Kick-off will be held this Friday; next week Impact and the SROs will be at Conference all week; Camp Journey will be held July 20 – 23 for rising 6th graders and there are 28 attendees registered and the deadline is June 15th; Sarah introduced Montevallo Junior City Council (MJCC) Mayor Tempore Avery Doss that will be reporting for the MJCC tonight.

Montevallo City Council Meeting

May 26, 2026

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 Brandelyn Nelson, Council Member Alyssa Green. Quorum present.

Pledge of Allegiance

Council Meeting was called to order at 6 P.M. by Mayor Rusty Nix.

Invocation Council Member Kenneth Dukes gave the invocation.

Approval and/ or corrections of the Minutes: 05.11.26 Minutes - Motion made by Council Member Mitchell, Seconded by Council Member Nelson, All Ayes, Motion Passed.

Recognitions/Awards: None

Opportunities for Citizens to speak to the Council:

- Bobby CP Pierson 1131 SW Oak St asked about a groundbreaking for the high school gym.

Mayor Nix called for Committee Reports to Continue:

Mayor Nix called for the Sustainability Reports. Council Member Mitchell advised there was no report for Public Works.

Council Member Mitchell reported the Historical Commission meeting will be held on Tuesday, June 2nd at 6 pm the Library.

Council Member Mitchell reported that the Arbor and Beautification Board is seeking Beautification Awards to be reviewed, submitted, and input given by City Council members.

Mayor Nix called on Council Member Green for Recreation and Community Development. Council Member Green read a report submitted by Sydney Baugh for Youth Athletics and the Senior Center activities. See Appendix 2.

Council Member Green reported there will be two interest meetings for citizens to get involved with the Parks and Recreation Board and Trails Board: first meeting to be held on June 9th at 11:30 am at the Parnell Memorial Library and the second meeting to be held on June 11th at 5:30 pm at the Parnell Memorial Library.

Council Member Green advised there will be more information coming about the Juneteenth Celebration to be held on Friday, June 19th.

Council Member Green reported the magnets are in with the Council Meetings information on them to be distributed to the community. The magnets are available to all Council members.

Mayor Nix called for the Education, Arts & Outreach Reports. Council Member Nelson called on Marissa Wilson, Library Director, Parnell Memorial Library. Marissa reported there were 2,476 visits to the library; 560 program participation; 57 community meetings held; the library received at \$10,000 LSTA federal grant to update the Adult nonfiction with no local match; she read all the programs that will be held in the month of June and reported the calendar is on the library's website and Facebook page. See Appendix 3.

Council Member Nelson called on Avery Doss, Junior Mayor Tempore, Montevallo Junior City Council (MJCC). Avery reported she will be an upcoming freshman at MHS; Natalie Lutz is looking forward to being the MJCC Junior Mayor, but she couldn't attend tonight because she was accepted into the Upward Bound Summer Program where she is required to stay on campus; MJCC applications are open.

Mayor Nix called for Finance, Economic Development & Tourism. Council Member King called on Courtney Bennett, Executive Director, Montevallo Main Street. Courtney reported the KASH (Kids' Action Side Hustle) Market is returning for its 3rd year; Friday Nights at the Cove will be held on Friday, May 29th in Owl's Cove; she invited the public to participate in Montevallo Main Street's inaugural Communitywide Yard Sale on June 6th from 8 am – 1 pm and to contact her if interested; Montevallo Main Street is partnering with Alabama PALS to host a litter cleanup event on May 30th; Main Street is partnering with the David Mathews Center for Civic Life, Impact Montevallo, and Keys to the City Community Coaching to host a series of Community Conversations about what citizens would like to see for downtown Montevallo on June 9th, 11th, and 13th. See Appendix 4.

Council Member King called on Adele Nelson, Executive Director, Montevallo Chamber of Commerce. Adele reported the Chamber co-hosted the 2026 Small Business Awards Luncheon; Chamber Chatter will be delivered on Friday, May 29th; Team Lehman Shelby Emergency Assistance Disc Golf Tournament will be held on May 30th and the Chamber is a sponsor; 2026 Montevallo Farmers' Market "16th Annual" will begin Monday, June 1st and run each Monday until August 17th; Montevallo Community Awards will be held June 23rd at the UM Student Retreat Center and tickets are \$25. See Appendix 5.

Mayor Nix called on Council Member King. Council Member King reported the MDCD will meet on June 9th;

Public Health & Safety (Police, Fire Code Enforcement, Impact, Housing Abatement, Annexation) - Reported during City Council Work Session.

Sustainability (Streets & Sanitation, Recycling, Arbor & Beautification, Environmental, Historical Comm.) - Reported during City Council Meeting.

Recreation and Community Development (Parks & Recreation, Vallo Cycle, Youth Athletics, Trails) - Reported during City Council Meeting.

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

Finance, Economic Development & Tourism (Finance, MDCD, IDB, Chamber, Main Street, Planning and Zoning) - Reported during City Council Meeting.

Consent to Pay the Bills: Mayor Nix asked for a Motion to Pay the Bills. Council Member Mitchell made a motion to pay the bills, Seconded by Council Member Dukes, All Ayes. Motion Passed.

New Business:

Motion to Suspend the Rules of Regular Business: Motion made by Council Member King, Seconded by Council Member Dukes, All Ayes, Rules Suspended.

- **Ordinance 05262026-253** An Ordinance to convey municipal property for right of way along Alabama Highway 119 North in conjunction with Project ATRP2-59-2023-348. Motion to approve made by Council Member King; Seconded by Council Member Mitchell, All Ayes, Motion Passed. See Appendix 6.

Motion to Return to Regular Business: Motion made by Council Member Dukes, Seconded by Council Member Nelson, All Ayes, Return to Regular Business.

- **Recommendation to accept contract** with Bobby Sherer for the maintenance of Salem Cemetery. 1 year agreement at \$250.00 per service cycle. Contract total \$2,500.00. Motion made by Council Member King, Seconded by Council Member Mitchell, 4 Ayes, 1 Abstain – Mayor Nix, Motion Passed. See Appendix 7.
- **Consideration of MOA** with Shelby County Board of Education for use of new gym at Montevallo Highschool. NO VOTE – See Appendix 8.

Old Business: None

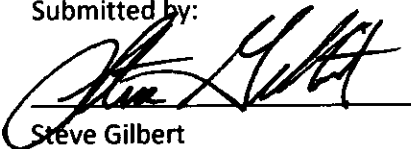
Board Appointments: None

- **Other Business:** Salem Cemetery costs for opening and closing graves will be \$900 and cost per plot will be \$750. Previous sales will be grandfathered in. Motion made by Council Member King, Seconded by Council Member Mitchell, All Ayes, Motion Passed.

Citizen Participation: Bobby CP Pierson asked questions regarding the requirements of the nomination for the recipients for the Montevallo Community Awards.

Adjourn: Mayor Nix called for a Motion to adjourn the meeting. Motion made by Council Member Dukes, Seconded by Council Member Green, All Ayes. Meeting adjourned at 6:43 PM.

Submitted by:



Steve Gilbert
City Clerk / Treasurer

Youth Athletics 5.26.26

Sydney Baugh

(Working Uniform Registrations Tonight)

Youth Athletics

- Football and Cheer registration is tonight and June 4th at the Scout Lodge
- Last day for names on Football jerseys is June 30th
- Participants must come in to get sized for Cheer uniforms
- Working travel ball on weekends

Senior Center

- The seniors had an amazing 50's party last week
- This Friday the seniors are having a cookout at Mr. Lee's house

Park Maintenance

- Cut grass at Orr, Shoal Creek, and Stephens Parks
- Cut grass, weed eat, and trimming at Scout Lodge
- Line fields (baseball, softball, and soccer fields)

PARNELL MEMORIAL LIBRARY

APRIL 2026

VISITS TO THE
BUILDING

2,476

CIRCULATION

2,834

CITIZEN SAVINGS

\$128,054.55

PHONE CALLS

101

PROGRAM
PARTICIPATION

560

COMMUNITY
MEETINGS

57

PROGRAMS: 40

- 5 Story times
- 5 Pokémon Club
- 2 Tiny Tumbling
- 4 Mini Music
- 3 Mini movies
- 1 Family fun Night
- 1 girls book club
- 4 grown up book club
- 1 Adult Craft night
- 1 Spanish Storytime
- 1 4H club
- 2 easter egg hunts
-



PARNELL MEMORIAL LIBRARY

MAY 26, 2026

- We received \$10,000 LSTA federal grant for a collection development to update our Adult nonfiction. NO LOCAL MATCH
 - Adult book club at Meri Moon Thursday at 5, and language club 6:00
 - Summer kick off will be Friday 11-2
 - our summer reading calendar is here for June and July and it is posted.
 - Starting June 1st, we are having an every Monday Crafternoon, Pterodactyl puppets at 2:00
 - Tuesday, June 2nd, Mini music at 10, Pokémon craft at 1, and we are Partnering with safehouse with tween and teen programming, and it is DIY scratch art.
 - June 3rd, story time, tote painting at 11, and anime/manga club at 3:00
 - Lego builders at 1 on June 4th and cuentos junto's at 6 pm
 - Animal tales will be Friday, June 5th at 2
 - Morning dino theme movie Saturday at 11, June 6th
 - June 8th -12th, flag scavenger hunt in the Downton main street area!
 - June 8th, take home craft
 - Tommy Johns at 11:00, Tuesday June 9th and he will come back to teach how to make balloon animals at 5:30
 - world cup kick off party at 2 on June 11th.
 - Mr. Larry magic show will be June 12th, at 2:00
- 



**Report to City Council
May 26, 2026**

Events & Opportunities

- The KASH (Kids' Action Side Hustle) Market is returning for our 3rd Year! This is an initiative that gives young makers, crafters, designers, and entrepreneurs an opportunity to sell their creations. Parents/caregivers of interested youth ages 7-18 are invited to sign up for our May 28 info session and short business course at this link: <https://forms.gle/fQAHio8SqXFkBRDu8> KASH Market is sponsored by Montevallo Main Street, Parnell Memorial Library, Impact Montevallo, Montevallo Chamber of Commerce, and Alabama Public Television.
 - We currently have 18 children registered to attend this session with their caregiver(s).
- This month's Friday Nights at the Cove starts at 6:30 PM on Friday, May 29. Everyone knows that Twelve is one of the best party bands in Central Alabama! Experience "A Fraction of Twelve," a special acoustic set highlighting their vocalist and guitarist. Sponsored by TrueCraft Home Services.
 - At this month's concert, we will also kick off a downtown Bingo Card Scavenger Hunt celebrating our 10th Anniversary as a Main Street Community! Bingo Cards will be filled out between May 30-June 12 and submitted during a special event at Owl's Cove Park on Saturday, June 13 from 5-8 PM. Participating downtown businesses will offer "Decade Deals" for this two-week period: C's Cake & Coffee House, Falcon Art Supply, La Conchita Bakery, Meri Moon, Save My Cell, Smitherman's Pharmacy, Sunrise Donuts, The Type Shop, and Xcaret Grill Mexican Restaurant. Learn more: <https://www.cityofmontevallo.com/DecadeOnMain.aspx>
- Montevallo Main Street is partnering with Alabama PALS (People Against A Littered State) to host a litter cleanup event on May 30, 2026 (NEW DATE). Participants are invited to register at City Hall (541 Main Street) between 8 AM - 10 AM, pick up their cleanup supplies, and get their area assignment. You do not have to sign up beforehand.
- Montevallo Main Street invites the public to participate in our first-ever Community Yard Sale! This event will be held at the Montevallo High School Band Field at 980 Oak Street, Montevallo, AL 35115 on Saturday, June 6 (NEW DATE) from 8 AM - 1 PM. There are two ways to participate:
 - By selling your own items (you will register for a booth space and keep the proceeds)
 - By donating items for Montevallo Main Street to sell (Main Street will keep the proceeds)Learn more and sign up at this link: <https://forms.gle/RhPLpC9TjoMRKbqb9>
- We are partnering with the David Mathews Center for Civic Life, Impact Montevallo, and Keys to the City Community Coaching to host a series of facilitated Community Conversations about residents' dreams for downtown on June 9, 11, and 13, with a special youth-focused session on June 20. We are limiting each adult-focused session to 25 people each and encourage you to register for your spot ASAP. Refreshments will be served. More information is in the attached flyer.



Properties for sale/rent within the District:

I. Sale:

1. 955 Main Street (former Blue Phrog Gallery): call Nathan Stamps at (205) 665-0095
2. 628-626 Main Street (former El Agave and Lucky Penny): call Susana Vazquez at (205) 796-5429
3. 727 Middle Street (former JP Building Co. office): call Anna Picklesimer at (205) 229-2499
4. Lot on Island Street for sale or build to suit—listed by Bob Nesbitt, (205) 939-8219

II. Rent:

1. 440 Middle Street: Call Montevallo Realty at (205) 665-4689
2. 1259 Ashville Road, Suite 600: Call Shoal Creek Realty at (205) 567-9659

Courtney Bennett, Executive Director

Montevallo COMMUNITY YARD SALE

HOSTED BY MONTEVALLO MAIN STREET

**NEW
DATE!**

**SATURDAY,
JUNE 6, 2026
8:00 - 1:00**

**\$20
REGISTRATION
FEE
10 X 10 SPACE**

**ALSO ACCEPTING
DONATED ITEMS
TO BENEFIT
MONTEVALLO
MAIN STREET**

**MHS
BAND FIELD
980 OAK ST.**

SCAN ME



Scan the QR code to complete this form online, or return the completed paper form to Montevallo City Hall (541 Main Street).



Name:

Email:

Phone #:

DONATING OR SELLING?

DONATING: Please drop off your donation to the designated area at the Recycling Center (1120 Overland Road). These items will be sold by Montevallo Main Street, who will retain the profits as a donation.

If donating, please provide a brief description of item(s):

SELLING: If selling, please provide the following information:

Preferred Payment Method (Circle): Cash Check Card

Cash or check may be mailed or dropped off at Montevallo City Hall (541 Main Street).

Card payment can be made over the phone or via an emailed invoice. We will contact you!

How many 10 x 10 spaces? (Circle) 1 2 3

\$20 per each

MY TOTAL: _____

I agree to provide my own tables, tents, chairs, etc.

- I agree that I will not use stakes to secure my tent in order to protect underground irrigation at the field.

I agree that I will move my vehicle to the parking lot after loading out my items.

- I agree that Montevallo Main Street will not be held liable for any items included in the sale.
- I agree to allow pictures of myself and my items during the event for marketing purposes.
-

Signature

Date



What's Next, Montevallyo?



Join us for a Community Conversation and be part of shaping the future of downtown!

In addition to celebrating our Nation's Semiquincentennial, this year Montevallyo Main Street proudly celebrates its 10th Anniversary—a decade marked by remarkable progress and the transformation of our historic downtown into a vibrant place to live, work, and gather.

Join us for an upcoming Community Conversation and be part of shaping the future of downtown Montevallyo. Your ideas, your experiences, and your vision are critical to ensuring that the next chapter reflects what our community truly wants and needs.

We are hosting three sessions geared towards adults during the month of June, and one session geared towards youth. We would love to see you at one of these sessions! Refreshments provided.

REGISTER NOW



Tues., June 9 at 11 AM
American Village Rotunda



Thurs., June 11 at 5:30 PM
University Baptist Church



Sat., June 13 at 10 AM
University Baptist Church



YOUTH SESSION
Sat., June 20 at 11 AM
Parnell Memorial Library
Registration not required

Chamber / City Council Report

5/26/2026

- 1) Montevallo Chamber co-hosted the 2026 **Shelby County Small Business Awards Luncheon** last week with all five Montevallo business nominees in attendance!
- 2) **June Chamber Chatter** will be disturbed Friday May 29th
- 3) The **16th Annual Montevallo Farmers' Market, Winner - third year in a row- of the Shelby Living Best of the Best Farmers' Market**, will start Monday June 1st 3-6pm at 660 Main St. behind MFBC. 4) Montevallo Chamber will be sponsoring the **Team Lehman Shelby Emergency Assistance Disc Golf Tournament / Sat. May 30th / UM Disc Golf Course**
- 5) **Montevallo Community Awards / Tuesday June 23rd / 6-7:30pm (7pm awards) UM Student Retreat / Tickets \$25.00 each and are available from Regions, Trustmark or Chamber (Due to the Community Awards, the Montevallo Chamber will not host a monthly luncheon in June)**



Adele Nelson

Executive Director

Montevallo Chamber of Commerce

P.O. Box 270 Montevallo, AL 35115

205.665.1519 office

www.montevallocc.com



ORDINANCE 05262026-253

AN ORDINANCE TO CONVEY MUNICIPAL PROPERTY FOR RIGHT OF WAY ALONG ALABAMA STATE ROUTE 119 NORTH IN CONJUNCTION WITH PROJECT ATRP2-59-2023-348

WHEREAS, the State of Alabama Department of Transportation has determined that the real property described below in Section 1 of this document is needed in conjunction with the roadway improvements of the ATRP2-59-2023-348 Project within the City of Montevallo and;

WHEREAS, the City of Montevallo, Alabama, owns the property identified as 4560 Highway 119, Parcel Number: 27 1 02 0 001 015.002 and

WHEREAS, the portion of the property described herein is needed as Public Right of Way and;

WHEREAS, the Montevallo City Council has determined it is in the best interest of the public and the City of Montevallo, Alabama, to convey said real property on the terms set out herein,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONTEVALLO, ALABAMA, AS FOLLOWS:

Section 1. It is hereby established and declared that the following described real property of the City of Montevallo, Alabama, be conveyed to the State of Alabama Department of Transportation:

A part of NE¼ of the SW¼ of Section 2, Township 22.,S, Range 3-W, identified as Tract No. 2 on Project No. ATRP2-59-2023-348 in Shelby County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a found R/W marker on the present east R/W of SR-119 at approximate station 10+56 RT;

thence northerly and along said present R/W line a distance of 75 feet, more or less, to a point on the acquired R/W line (said point perpendicular to centerline of SR-119 at station 11+30.00 RT);

thence Northeasterly and along the acquired R/W line a distance of 20 feet, more or less, to a point on the grantor's south property line, which is the point of BEGINNING;

thence N73°42'56"W and along the grantor's said property line a distance of 4.23 feet to the a point on the present east R/W line of SR-119;

thence following the curvature thereof an arc distance of 176.85 feet and along said present R/W line to a point on the grantor's north property line (said arc having a bearing of N10°47'41"E, a counterclockwise direction, a chord distance of 176.85 feet, and a radius of 2904.65 feet);

thence S81°44'32"E and along the grantor's said property line a distance of 8.25 feet to a point on the acquired R/W line (said line offset 50' RT and parallel to centerline of SR-119);

thence following the curvature thereof an arc distance of 161.20 feet and along the acquired R/W line to a point on the acquired R/W line (said point offset 50' RT and perpendicular to centerline of SR-119 at Station 11+65.00) (said arc having a chord bearing of S10°43'47"W, a clockwise direction, a chord distance of 161.17 feet, and a radius of 2825.00 feet);

thence S25°09'58"W and along the acquired R/W line a distance of 16.98 feet to the point and place of BEGINNING, containing 0.032 acres, more or less.

And as shown on the right of way map of record in the Alabama Department of Transportation a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

Section 2. The City of Montevallo, Alabama, having received a request from the Alabama Department of Transportation to convey that real property described in Section 1 above for use as part of the roadway improvements of the ATRP2-59-2023-348 Project within the City of Montevallo, it is hereby declared to be in the best interest of the public and the City of Montevallo, Alabama, to convey said real property to the Alabama Department of Transportation.

Section 3. Pursuant to the authority granted by § 11-47-20, Code of Alabama 1975, the Mayor of the City of Montevallo, Alabama, is hereby authorized directed to execute a deed to in the name of the City of Montevallo, Alabama, conveying the property to the Alabama Department of Transportation for \$1.00 in monetary consideration and to have such other incidental authority as may be necessary to accomplish the transfer of the property compliant with the laws of the State of Alabama.

Section 4. This Ordinance shall become effective immediately upon its adoption and publication or posting as required by law.

ADOPTED AND APPROVED THIS THE 26th DAY OF May, 2026.

Rusty Nix Mayor

Attest:

Steve Gilbert City Clerk

This Instrument Prepared By:
Joseph Woddail
ROW Bureau/Central Office
1409 Coliseum Boulevard
Alabama Department of Transportation
Montgomery, AL 36110

STATE OF ALABAMA
COUNTY OF SHELBY

PROJECT NO. ATRP2-59-2023-348
CPMS PROJ. NO. 100080968
TRACT NO. 2
DATE: November 12, 2025

**FEE SIMPLE
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of _____ dollar(s), cash in hand paid to the undersigned by the State of Alabama Department of Transportation, the receipt of which is hereby acknowledged, I (we), the undersigned grantor(s), _____ have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the State of Alabama the following described property:

A part of NE ¼ of the SW ¼ of Section 2, Township 22-S, Range 3-W, identified as Tract No. 2 on Project No. ATRP2-59-2023-348 in Shelby County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a found R/W marker on the present east R/W of SR-119 at approximate station 10+56 RT;

thence northerly and along said present R/W line a distance of 75 feet, more or less, to a point on the acquired R/W line (said point perpendicular to centerline of SR-119 at station 11+30.00 RT);

thence Northeasterly and along the acquired R/W line a distance of 20 feet, more or less, to a point on the grantor's south property line, which is the point of BEGINNING;

thence N73°42'56"W and along the grantor's said property line a distance of 4.23 feet to the a point on the present east R/W line of SR-119;

thence following the curvature thereof an arc distance of 176.85 feet and along said present R/W line to a point on the grantor's north property line (said arc having a bearing of N10°47'41"E, a counterclockwise direction, a chord distance of 176.85 feet, and a radius of 2904.65 feet);

thence S81°44'32"E and along the grantor's said property line a distance of 8.25 feet to a point on the acquired R/W line (said line offset 50' RT and parallel to centerline of SR-119);

thence following the curvature thereof an arc distance of 161.20 feet and along the acquired R/W line to a point on the acquired R/W line (said point offset 50' RT and perpendicular to centerline of SR-119 at Station 11+65.00) (said arc having a chord bearing of S10°43'47"W, a clockwise direction, a chord distance of 161.17 feet, and a radius of 2825.00 feet);

thence S25°09'58"W and along the acquired R/W line a distance of 16.98 feet to the point and place of BEGINNING, containing 0.032 acres, more or less.

And as shown on the right of way map of record in the Alabama Department of Transportation a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto the State of Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors, administrators, successors, and assigns covenant to and with the State of Alabama that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance, and hereby release the State of Alabama and all of its employees and officers from any and all damages to his/her (their) remaining property contiguous to the property hereby conveyed arising out of the location, construction, improvement, landscaping, maintenance or repair of any public road or highway that may be so located on the property herein conveyed.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the _____ day of _____, 20____.

ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name (s) _____, signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____ 20_____.

NOTARY PUBLIC

My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

I, _____, a _____ in and for said County, in said State, hereby certify that _____ whose name as _____ of the _____ Company, a 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 this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A.D. 20_____.

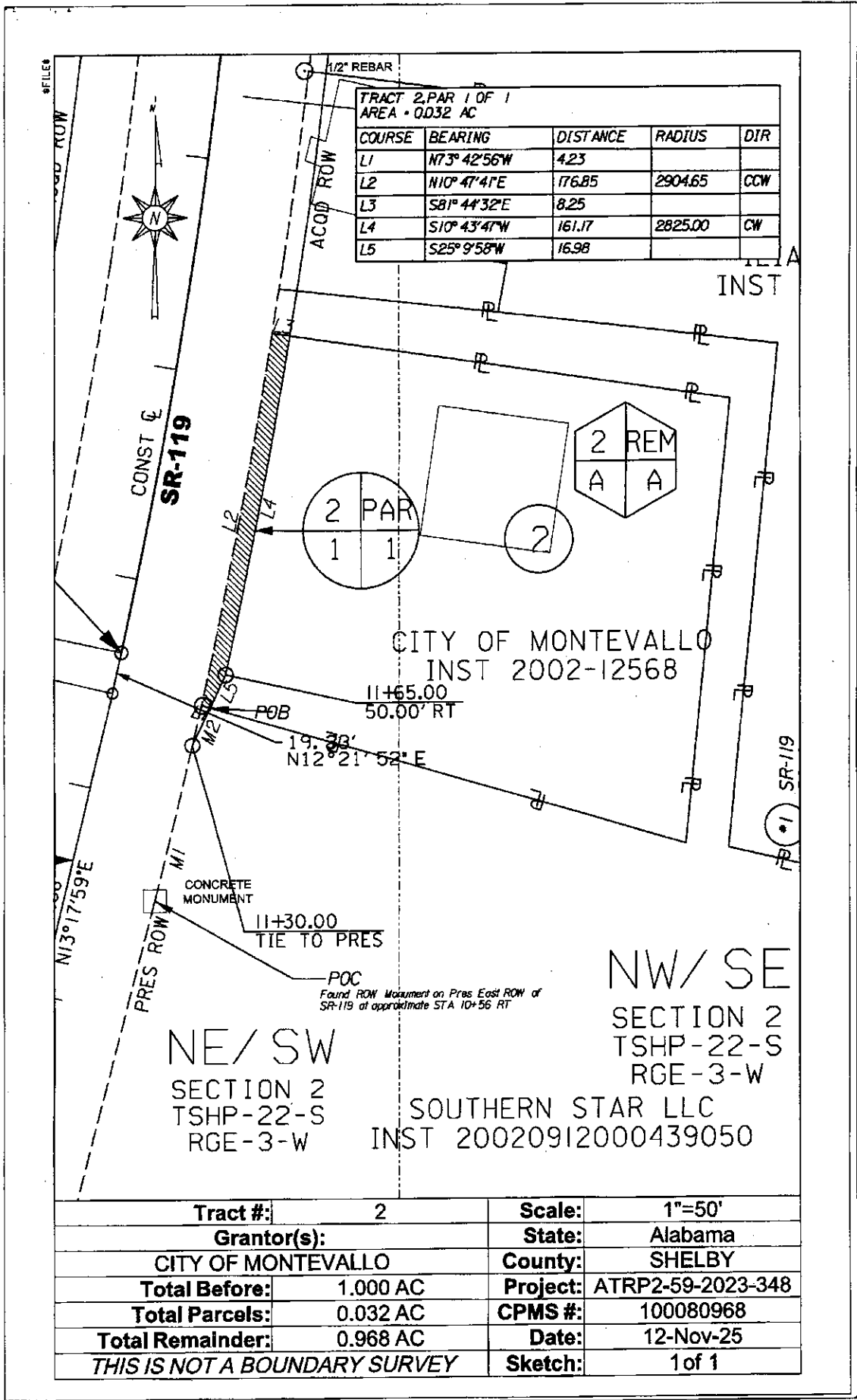
Official Title _____

 to
 STATE OF ALABAMA

 WARRANTY DEED

 STATE OF ALABAMA
 County of _____
 I, _____
 Judge of Probate in and for said County,
 Hereby certify that the within
 Conveyance was filed in my office at
 _____ o' clock _____ M., on the _____
 day of _____, 20_____
 and duly recorded in Deed Record _____
 page _____
 Dated _____ day of _____, 20_____.

 Judge of Probate
 _____ County, Alabama.



TRACT 2, PAR 1 OF 1
AREA - 0.032 AC

COURSE	BEARING	DISTANCE	RADIUS	DIR
L1	N73° 42' 56" W	4.23		
L2	N10° 47' 41" E	176.85	2904.65	CCW
L3	S81° 44' 32" E	8.25		
L4	S10° 43' 47" W	161.17	2825.00	CW
L5	S25° 9' 58" W	16.98		

NE/SW
SECTION 2
TSHP-22-S
RGE-3-W

NW/SE
SECTION 2
TSHP-22-S
RGE-3-W

SOUTHERN STAR LLC
INST 20020912000439050

Tract #:	2	Scale:	1"=50'
Grantor(s):	CITY OF MONTEVALLO	State:	Alabama
Total Before:	1.000 AC	County:	SHELBY
Total Parcels:	0.032 AC	Project:	ATRP2-59-2023-348
Total Remainder:	0.968 AC	CPMS #:	100080968
THIS IS NOT A BOUNDARY SURVEY		Date:	12-Nov-25
		Sketch:	1 of 1

**Salem Cemetery
MAINTENANCE SERVICE AGREEMENT**

THIS MAINTENANCE CONTRACT for property maintenance and lawn services will be effective as of this the 26th day of May 2026, between Bobby Sherer (**Contractor**) and the City of Montevallo (**City**) having a mailing address of 541 Main Street Montevallo, AL 35115.

For valuable consideration, the Contractor and the City hereby agrees as follows: 1. **SCOPE OF WORK** - This is a service agreement whereby the **Contractor** shall perform the services according to the details of requested quote as attached on the premises of the following properties:

Salem Cemetery, 1343 Salem Road, Montevallo Alabama 35115

Any changes to the scope of work shall be in writing and executed by both parties. No verbal changes or additions to the scope of work shall be binding.

This contract provides for lawn maintenance and service to existing landscaping only and any additional planting of items not existing on the property at the time of this contract will require a separate Landscape Installation Agreement between the parties.

2. **TERMS** - This contract shall commence the work to be performed under this contract starting on 5/26/2026 and shall continue until 5/26/2027. The **Contractor** agrees to perform monthly inspections aside from the required maintenance services per year as shown on the requested quote . The Contractor shall not be liable for any delay in completion due to circumstances beyond their control, including but not limited to, illness, injury, casualty, acts of God, or general unavailability of materials.
3. **CONTRACT PRICE** - The **City** agrees to pay the **Contractor** the sum of \$250.00 per service on cemetery grounds for performing the services set forth in the scope of work as described in requested quote during the entire term of the contract. The **City** agrees to make payments no later than 15 days after the invoice date and understands that payment is considered late on day 16. Payments can be picked up by the **Contractor** at City Hall or the **City** can mail a check to the business address of the Contractor.
4. **LATE PAYMENT/DEFAULT** - A failure to make a payment for a period in excess of 15 days from the invoice date is considered late and any payments not made within 30 days of the invoice date shall be deemed a material breach of this contract and the Contractor may suspend work on the job until such time as all payments due have been made and/or all disputes regarding payment have been

resolved without breaching this contract. The **City** agrees to pay a late charge of \$10.00 per week for all payments not received within 15 business days of the due date.

5. **ASSIGNMENT** - Neither party shall be permitted to assign this contract or the payments due hereunder without the other party's written consent. Any such assignment shall be null and void.

6. **GOVERNING LAW AND JURISDICTION** - This contract shall be governed by the laws of Alabama. The parties agree that any dispute, claim, lawsuit, or action arising under this contract shall be litigated in the court of the appropriate jurisdiction in Shelby County, Alabama.

7. **PERFORMANCE** - The **Contractor** may, at their discretion, engage independent contractors or employees to perform the services outlined herein. The **Contractor** shall remain fully responsible for proper completion of the contract. All work shall be completed in a workman like manner and in compliance with all codes and applicable laws. The **Contractor** agrees to leave the property in clean condition.

8. **ATTORNEY FEES AND COURT COSTS** - In the event the **Contractor** shall be required to bring a cause of action against the **City** as a result of the **City's** non-performance and non-payment under the terms of this agreement, the **Contractor** shall be entitled to recover court costs and reasonable attorney fees upon prevailing in such actions.

The parties hereby agree to the terms of this contract and execute the same voluntarily.

Contractor, Bobby Sherer

Rusty Nix Mayor, City of Montevallo

Date

Date

STATE OF ALABAMA
SHELBY COUNTY

MEMORANDUM OF AGREEMENT

WITNESS this Agreement entered into this ____ day of May, 2026, by and between **County Board of Education of Shelby County, Alabama** (hereinafter "Board") and the **City of Montevallo, Alabama**, an Alabama municipal corporation (hereinafter "City"):

WHEREAS, Board is a public entity charged with the responsibility of providing public education for the citizens of Shelby County, Alabama, and, in pursuit thereof, owns and operates the Montevallo High School located in the city of Montevallo, Alabama; and

WHEREAS, City has requested that Board construct a competition gymnasium at the Montevallo High School, with the City being a financial partner in the project; and

WHEREAS, it is intended that the construction of the gymnasium at the Montevallo High School campus have been constructed with the intent to serve the school's athletic teams as well as the youth of the Montevallo community as a whole.

NOW, THEREFORE, in consideration of the above premises and the agreements contained herein, in terms of future usage of the gymnasium facilities on the Montevallo High School campus, the parties hereto do hereby agree and contract as follows:

1. Board and City agree to use gymnasium facilities for the mutual benefit of the youth of the Montevallo community.

2. City understands that Board sanctioned events (i.e., school athletic contests, school athletic practices, etc.) scheduled at Montevallo High School that involve the use of the gymnasium(s) take priority over all other events. However, at times when the gymnasium(s) is not being used for school-related purposes, City may coordinate with the Montevallo High School administration to schedule the use of the gymnasium facilities for the benefit of the youth of the Montevallo community.

3. City will provide a designee to be temporarily issued a key (or key code) for access to the Montevallo High School gymnasium facilities. City Designee shall be responsible for securing the building when City-sponsored activity or event has been completed. City Designee shall be responsible for coordinating appropriate supervision while City-sponsored activity or event is underway.

4. City understands that, ultimately, it is the Board's responsibility to attend to the ongoing upkeep and maintenance needs of Montevallo High School's gymnasiums. However, City will strive to assist in this effort whenever City-sponsored activities or events are occurring at the Montevallo High School gymnasium(s), specifically assisting with routine clean-up at the conclusion of the City-sponsored activity or event.

5. Nothing contained herein shall be construed to create in favor of the City any right, title, or interest to the Montevallo High School, the gymnasium(s) referenced herein, or any of the other properties owned and maintained by the Board. City shall not interfere with any of the rights of Board in the possession, ownership, use, and occupation of said property.

6. If any of the provisions of this Agreement shall be held to be void or unenforceable, the other provisions shall survive and remain in full force and effect.

IN TESTIMONY WHEREOF, we have placed our hands and seals on the date first given above.

County Board of Education of Shelby County, Alabama

By: _____
Dr. Lewis Brooks, Superintendent

ATTEST:

Secretary

City of Montevallo, Alabama

By: _____
Rusty Nix, Mayor

ATTEST:

City Clerk

(Intentional end of page / acknowledgments continued on following page)

STATE OF ALABAMA
SHELBY COUNTY

Before me, the undersigned authority, appeared Dr. Lewis Brooks, Superintendent of Education of Shelby County, Alabama, who is known to me and acknowledged before me on this day that he, in his capacity as a representative of the County Board of Education of Shelby County, Alabama, has executed the above and foregoing Memorandum of Agreement with full authority and direction from Board.

Given under my hand and seal this _____ day of May, 2026.

Notary Public

STATE OF ALABAMA
SHELBY COUNTY

Before me, the undersigned authority, appeared Rusty Nix, Mayor of the City of Montevallo, Alabama, who is known to me and acknowledged before me on this day that he, in his capacity as Mayor of the City of Montevallo, Alabama, has executed the above and foregoing Memorandum of Agreement as the act and agreement of the City, with full authority and direction from the City Council.

Given under my hand and seal this _____ day of May, 2026.

Notary Public