

MINUTES

Montevallo City Council Work Session

January 13, 2014

5:30 p.m. at Parnell Memorial Library

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

Mayor Cost called the work session to order at 5:30 p.m. The Mayor then reviewed the Agenda items with the council.

The Mayor discussed the proposal from Kelly Landscape Architects to create a master plan for possible improvements to the Mahler property. It was recommended we obtain additional proposals for these services before moving forward. Council Member Woodham suggested we talk to the RPC, Shelby County and the Fresh Water Land Trust to see what they can do for us. The Mayor noted that, whatever we do, we do not want to compromise quality just to save a few dollars.

The Mayor then discussed the various field lease agreements at Stephens Park and Orr Park. The purpose of these new agreements is to make it clear who has responsibility for what. Council Member Woodham said the agreements clearly state the city is not responsible for cleaning the restrooms. Council Member Hughes questioned who would be responsible for opening and closing the restrooms. Kirk Hamby explained that the teams would be responsible. During their season, the teams would also be responsible for the cost of lighting and concession stand power, as well. Mayor Cost suggested it would be a good procedure to have them sign for keys so we can hold specific individuals responsible.

With regard to the restrooms, Mr. Hamby explained that our janitorial service currently cleans them. If the teams will do their share, especially during games, it will be a great help. Mayor Cost suggested we add to the lease agreement that the city will continue to clean the restrooms three times per week. The teams would be responsible for keeping them clean during and after games. She said we will make that change and bring the leases back for consideration at the next meeting.

Council Member Nix asked Chief Littleton if his officers could keep an eye out on the fields and make certain the lights are turned off at night.

Council Member Woodham echoed the importance of having the teams be responsible for the lighting and general care of the fields, including keeping the restrooms locked.

The Mayor also discussed the Bearden Lease and related Ordinance. She said will maintain the property for us in exchange for the right to harvest hay from the property and maintain cattle out there.

With regard to the Healthcare Resolution, the Mayor noted this is a highly divisive issue which the council really has no need to make a decision about.

With regard to the exclusion of the 1200 Block of Highland Street from the Residential Parking Ordinance, the Mayor noted the Ordinance requires that we received signatures from every residence on the block requesting to opt out of the regulations. The list is incomplete as the church has yet to sign. The Mayor suggested we hold off on addressing this item until the next meeting in order to give them time to complete the signatures. Council Member Hughes said he would obtain the necessary signatures from the church.

Chief Littleton provided the Police Department Report:

City Council Meeting January 13, 2014

Stats for December 2013

Total Cases	82
Traffic Accidents	5
Traffic Stops	242
Traffic Citations	114
Arrest	17
Burglaries	4
Fraud/Forgery	7
School Patrols	35
Zone Checks	656

Investigations

Cases Closed	1
Total Felony Cases Open	17

Code Enforcement

Warning Letter	1
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School Resource

Offense Reports	2
Incident Reports	3
Cases Pending	2

We hired Officer Ja’Ron Thomas, Allen Poythress and Alan Reeser to fill open positions.

I would also like to congratulate Officer Thomas, Officer Mitchell and Investigator Jensen on being promoted to the rank of Corporal.

Brandon Broadhead provided the Fire Department report. For the past year, he reported we had 981 calls – 60 fires, 727 EMS and 194 other. He said he conducted eight inspections, one plan review and one community education event. In addition, he said he has been assisting Ms. Raymond with business licenses.

Council Member Hughes asked that we receive our Fire Department and Fire Marshall reports in writing so the council can read along as the report is given. He also complimented Mr. Broadhead on his efforts.

Mr. Broadhead said that his goal as Fire Marshall is to make sure everyone in Montevallo is safe.

In response to a question from Council Member Hughes, Mr. Hamby informed the council that we have received very few trash related complaints lately. He said there has been some issue with people mixing trash with recyclables, but all in all the new service has been running very smoothly. He said Waste Pro is doing a great job. Council Member Hughes suggested some residents, especially college students, may not know what is permissible in the recycling container. Mr. Hamby explained that the list of recyclable materials is clearly printed on the lid of each can.

Council Member Hughes asked about the tree removal. Mr. Hamby said the project is nearly complete. Council Member Hughes said bidding the service as we did saved us at least \$7,500 and that the company is doing a great job clearing the stumps, as well. Herschel Hale said the Arbor Board will recommend the locations for replanting soon for council approval.

Mr. Hamby updated the council on the progress at Stephens Park. He said the locker room has been improved and that UM donated the new lockers. He also informed the council that his crews are in the process of preparing their mowing equipment for another season and

that the council will notice a number of related repairs bills in their packets. This is a normal expense this time of year. MYAA baseball and softball registration is scheduled for Feb 1, 7 & 8.

Council Member Hughes asked Ms. Raymond to inform the council about our new van. Ms. Raymond explained we wrote a grant several years ago for the van. We have been waiting for it to arrive for over a year. She and Council Member Hughes drove to Montgomery on Friday to pick it up. Council Member Hughes noted that he and Ms. Raymond discussed the possibility of taking the van to Grady Parker so he can take a ride in the van that bears his name. Ms. Raymond reminded the council we paid approximately \$10,000 for the van - \$2,000 of that amount was reimbursed to us by Shelby County. As such, we received a \$50,000 + van for \$8,000.

Council Member Nix reported that our parks are relatively slow this time of year. He reminded everyone of the MYAA registration. He noted the need to add gravel to the trail near Stephens Park. He also reported there is graffiti on the bridge once again. He also informed the council that the Historical Commission is applying for 501 C3 status so it can raise tax deductible donations for a museum at Perry Hall. He informed the council, as well, that the Planning Commission will meet Thursday at 6:00 p.m. As far as the Water Board is concerned, he mentioned they have been working to address several issues resulting from the extremely cold weather. Council Member Woodham also pointed out that the Board kept our rates the same for another year.

Montevallo City Council Meeting
January 13, 2014
6:00 p.m. at Parnell Memorial Library

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

Pledge of Allegiance

Meeting Call to Order – Mayor Cost opened the meeting at 6:00 p.m.

PUBLIC HEARING – Amendments to the Nuisance Ordinance

At the outset of the Public Hearing, Mayor Cost made a statement:

Thank you all for coming tonight. The purpose of this public hearing is for the city council to hear public input regarding our revised property maintenance ordinances.

It is necessary to have a property maintenance code in a town to protect the public welfare and safety of the citizens.

A few months ago, at the recommendation of our attorney and others, we put forth the International Property Maintenance Code for consideration. There was overwhelming opposition for a variety of reasons. The council listened to your concerns and as a unified body we decided to go in a different direction.

The document presented for your consideration tonight is a revision of the ordinances we currently have in place. The primary changes include defining "public nuisance", specifying roles of different enforcing bodies and including the fines and enforcement procedures within the ordinance itself.

This revision was completed in coordination with a group of community volunteers, city attorneys, our police department and our county planning department. If you would like to address the council, please approach the front of the room, state your name, your street and limit your comments to 3 minutes. You must be a Montevallo resident or own a business in Montevallo to provide commentary.

It is my intent to present this to the council for a vote at our next meeting.

(Public Hearing Opened at 6:03 p.m.)

Letta Hallman with Montevallo Realty expressed her appreciation for the Mayor and Council and their efforts to revise this law. She asked about the fine process. She said she tries to enforce city regulations among her renters. However, she was worried about being fined before they were able to come into compliance.

City Attorney, Bill Justice, explained that there is a process which takes place. First, they receive a verbal warning of their non-compliance. If they fail to address the issues in a reasonable period of time, a citation is issued. This is not a criminal arrest. It is a civil action. Even then, the person still has time to comply- like 30 days. Given the circumstance, that period can be extended, as well.

Franklin Bell stated his concern regarding the requirement to keep old cars out of site. He said someone who keeps antique cars in their back yard should not be forced to remove them.

There being no additional comments, the Mayor closed the public hearing at 6:07 p.m.

Approval and/or corrections of the minutes: Council Member Nix made a motion to approve the Minutes from the December 16, 2013 as corrected. Council Member Hughes seconded. ALL AYES . . . MOTION APPROVED.

Student Recognition / Awards:

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

Montevallo's Behavior Excellence Award: Quincy Corbett & Malachi Cartwell

Montevallo's Excellent Educator Award: Lauren Sheehan & Shonda Chadwick

Montevallo's School Staff Excellence Award: Anita Daniels

Opportunities for citizens to speak to the Council

Allison Welcome requested an update on her previous regarding to Hwy 203. Council Member Hughes said he met with County officials and they are still working on a paving plan to present to the council. He said he asked them to pave the road this time and then turn the complete road over to us to pave from here on out. He said they are also looking at roads off of Hwy 203.

Ms. Welcome asked about the problems with her drainage ditch. Mr. Hughes said he also asked the County to look at that issue. She said the biggest problem is adjacent to her mailbox at 8 Western Drive.

Tami Pickett addressed the council and made a recommendation that the city consider hiring a Parks & Recreation Manager.

Henry Emfinger complained that there was a lot of trash being thrown out along CR 10. Council Member Hughes noted that, in the past. We were able to use inmate labor to help pick up that trash.

Committee Reports and Consideration of Bills:

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

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

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

Ed Davis presented the Golf report. He noted their sign has fallen down. He also mentioned that we will be hosting golf programs from various area schools, including: Thompson, Montevallo, Jemison & Thorsby. He said the bad weather has caused them to close quite a bit lately.

Education, Arts & Outreach (Schools, UM, Boys & Girls Club, Library, American Village, Sister City Commission, Artwalk, Middle School Grant) –

Education, Arts & Outreach (Schools, UM, Boys & Girls Club, Library, American Village, Sister City Commission, Artwalk, Middle School Grant)

Montevallo Schools are open. The university opened on January 2 with our local schools opening on January 6th. Report cards were sent home on Friday. The next Montevallo Connection meeting is this Thursday at 4:00 p.m. at Montevallo Elementary School.

The Shelby County Board of Education Middle School Update: They are still completing property acquisitions. Their architects and engineers are currently preparing for the middle school project. They do not have start dates or completion dates at this point.

The Dedication Ceremony for the National Veterans Shrine will be held at American Village on Monday, February 17th.

Thanks to everyone who planned and attended the reception for Mr. Naomi Hashimoto and Ms. Yuki Kihara Hirose from Echizen, Japan on Saturday.

Middle School Grant Update: Terry and Matthew are still working on drainage issues.

With regard to the Dailey Park Grant Project, Mayor Cost mentioned that we should be able to start taking down houses by the end of next month. Council Member Hughes asked for a work schedule. He asked the Sustainability Committee to meet with the grant administrator regarding this project in order to get a better understanding of the project's timeline. Mayor Cost explained that the latest delays have been primarily the result of our inability to obtain drainage easement from neighboring landowners. Council Member Hughes said he will work with Ms. Raymond to set up the meeting. Council Member Nix expressed his concern that these delays could cause us to lose our grant.

Finance, Economic Development & Tourism (Finance, MDCD, IDB, Chamber) –

Council Member Woodham reminded everyone that the Mayor's quarterly meeting with area business owners is scheduled for January 24th at 8:00 a.m. She also noted that Mayor Cost will present her State of the City Address at the Chamber meeting on the 15th.

Council Member Woodham said there are no updates from MDCD. She mentioned that our sales tax receipts were behind last month over this time last year. Debby Raymond noted this should level out as we continue to work through our transition.

Council Member Hughes requested that the minutes of all MDCD meetings be sent to the full council.

Council Member Woodham informed the council that the IDB has recommended Steve Condrey and Sheryl Patton to fill the two vacancies on the Board. The Mayor said she confident both of these individuals would make excellent additions to the IDB. Council Member Woodham also reported that Janice Seaman is still working on the Historical Trail.

The City Clerk gave a brief update on the new City App. He said it should be completed by the end of next month.

Mayor Cost informed the council that Sandy Byrd, our new receptionist, is updating our website. A volunteer from UM is assisting with design ideas.

Council Member Woodham said the MDCD is still working hard to find a tenant for the old Coach Co building.

Council Member Hughes reported that the Shape's House is now owned by UM and will no longer be a fraternity house.

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

Consent Agenda: NONE

New Business:

Shoal Creek Park Master Plan –Chuck Kelly addressed the council to answer any questions they may have regarding his proposal. Mayor Cost informed him that the council wants to take time to review the proposal. Council Member Hughes noted that leasing the property in the short-run would not affect our ability to create a Master Plan for the long-run.

Field Lease - Montevallo Youth Athletic Association at Stephens Park – Delayed until next meeting.

Field Lease - Montevallo Middle School at Stephens Park - Delayed until next meeting.

Field Lease - Montevallo High School at Orr Park - Delayed until next meeting.

Old Business:

Bearden Lease Ordinance

Mayor Cost noted the purpose of the lease and related ordinance is for the short-term maintenance of the property and will not delay our Master Plan. Council Member Hughes expressed his concern for protecting the creek from animal waste. The City Clerk suggested that is why the number of cattle on the property was limited to just 60. A local

citizen, David Peoples, pointed out there are ADEM regulations regarding animal wastes which need to be followed.

Council Member Hughes made a motion to approve the ordinance, subject to the lease being in compliance with all applicable regulatory requirements. Council Member Gilbert seconded. Council Member Nix abstained. ALL OTHERS VOTED AYE . . . MOTION APPROVED.

ORDINANCE 01132014-300

AN ORDINANCE TO LEASE MUNICIPAL PROPERTY NOT NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES

WHEREAS, the City Council of the City of Montevallo, Alabama, has determined that the real property owned by the City located on Highway 119 in the City of Montevallo, Alabama, is not currently needed for public or municipal purposes, and

WHEREAS, the Council has further determined that it is in the best interest of the public and the City of Montevallo, Alabama, to lease 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, is not currently needed for public or municipal purposes, to-wit:

All of the Northwest Quarter of Section Fifteen lying Northwest of Montevallo-Ashville Road (Alabama Highway 119) and all of Northwest Quarter of Section Fifteen lying East of Shoal Creek and all of East one-half of Northeast Quarter of Section Sixteen lying East of a line running North and South parallel with Section line and being Two-Hundred-Fifty yards West of Section line lying between Section Fifteen and Sixteen and also all that part of Northeast Quarter of Southeast Quarter of Section Sixteen lying Northwest of the Ashville Road and described as commencing Two-Hundred Yards West of Northeast corner of said Forty Acres and run Southwest Two-Hundred Eight Yards along fence to the said Road, thence, Northeast along said Ashville Road Eighty Yards to the Section line and all lying Northeast of said line, all in Township Twenty-Two, Range Three West, in Shelby County, Alabama.

Section 2. The City of Montevallo, Alabama, having received an offer from Lonnie Bearden and John Nix to lease the real property described in Section 1 above, it is hereby

declared to be in the best interest of the public and the City of Montevallo, Alabama, to lease said real property to Lonnie Bearden and John Nix under the following terms and conditions, as more specifically set out in the lease agreement attached hereto and made a part of this ordinance:

A. The term of the lease is ONE (1) year.

B. In lieu of monetary payment as rent, Bearden and Nix will maintain the fences and keep the hayfields and other open areas cut.

C. Either party may terminate this lease at its sole discretion by giving the other party 90 days written notice of termination.

D. The property may only be used as a pasture and hayfield and may not be altered in any manner, consistent with the restrictions placed in the deed to the City.

E. Regulatory Compliance - It shall be the Lessee's responsibility to ensure that its operations comply with all state, federal and local environmental rules, regulations, Best Management Practices, and permitting requirements

Section 3. Pursuant to the authority granted by § 11-47-21, Code of Alabama 1975, the Mayor of the City of Montevallo, Alabama, is hereby authorized directed to execute said lease agreement in the name of the City of Montevallo, 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 13th DAY OF JANUARY, 2014.

Attest:

City Clerk

Mayor

Bearden Lease

With the stipulations described in the Ordinance, Council Member Hughes made a motion to approve the lease. Council Member Goldsmith seconded. Council Member Nix abstained. ALL OTHERS VOTED AYE . . . MOTION APPROVED.

HAY & PASTURE LEASE AGREEMENT

Lease agreement made this 23rd day of January, 2014, between City of Montevallo (“Lessor”) and Lonnie Bearden and John Nix (collectively “Lessee”).

RECITALS

Lessee has cattle for which Lessee desires to have certain grazing and pasturage rights, and also has a need for hay. Lessor has certain land that is not currently needed for public or municipal purposes and that would be appropriate for the grazing and pasturage of Lessee’s cattle and for growing hay. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE. PROPERTY AND TERM

A. Lessor leases to Lessee the following described real property of Lessor located in Shelby County, Alabama, described as follows:

All of the Northwest Quarter of Section Fifteen lying Northwest of Montevallo-Ashville Road (Alabama Highway 119) and all of Northwest Quarter of Section Fifteen lying East of Shoal Creek and all of East one-half of Northeast Quarter of Section Sixteen lying East of a line running North and South parallel with Section line and being Two-Hundred-Fifty yards West of Section line lying between Section Fifteen and Sixteen and also all that part of Northeast Quarter of Southeast Quarter of Section Sixteen lying Northwest of the Ashville Road and described as commencing Two-Hundred Yards West of Northeast corner of said Forty Acres and run Southwest Two-Hundred Eight Yards along fence to the said Road, thence, Northeast along said Ashville

Road Eighty Yards to the Section line and all lying Northeast of said line, all in Township Twenty-Two, Range Three West, in Shelby County, Alabama.

B. This lease shall commence on the 1st day of February, 2014, and shall be for a term of ONE (1) year, or until terminated as provided in this lease agreement, on the terms and conditions set forth in this agreement.

SECTION TWO. RENTAL

In lieu of monetary payment as rent, Lessee will maintain the fences and keep the hayfields cut at least twice per year. Lessee also agrees to maintain and keep clean the edges of all fields and to bush-hog all open areas not used as hayfields at least twice per year.

SECTION THREE. USE OF LAND

The real property may be used by Lessee for the pasturage and grazing of cattle and for growing and harvesting of hay. At no time shall the number of cattle pastured exceed 60. Lessee shall not permit others to use the land for pasturage. Lessee shall have all rights to the hay which is cut.

SECTION FOUR. CONSTRUCTION OF STRUCTURES

Lessee shall not build structures of any character upon the leased premises without the prior, express, and written consent of Lessor, except as provided in Section Six of this lease agreement.

SECTION FIVE. REMOVAL OF FENCES

Lessee shall not remove or relocate any fences that are on the leased premises at the commencement of this lease without the prior, express, and written consent of Lessor.

SECTION SIX. BUILDING OF FENCES

A. If there are no existing fences enclosing the portion of the premises to be used for pasturing cattle, Lessee shall, at Lessee's own expense, build neat, stock proof, lawful fences and gates necessary to enclose the pasture, and shall keep such fences and gates in good repair to the satisfaction of Lessor.

B. At the termination of this lease agreement, Lessee may remove such fences built by Lessee.

SECTION SEVEN. LABOR AND MATERIALS

A. Lessee shall fully pay for all materials joined or affixed to the premises pursuant to this lease and pay in full all persons who perform labor on the premises, and will not permit or suffer any mechanics' liens or material suppliers' liens of any kind or nature to be enforced against the premises for any work done or materials furnished on the premises at Lessee's instance or request.

B. Lessor at Lessor's expense may at any time have such repairs or maintenance performed on the leased premises as Lessor may determine.

SECTION EIGHT. INDEMNIFICATION

Lessee shall indemnify Lessor from and against any and all liability, cost, and expense (including attorney's fees) for loss of or damage to property, and for injuries to or deaths of persons arising directly or indirectly from the use of the premises by Lessee, unless caused solely and intentionally by Lessor or Lessor's agents or employees. Lessee assumes all risk and liabilities, whether or not covered by insurance, for loss, damage, injury or death in any manner arising out of or incident to Lessee's use of the leased premises, whether such loss or damage is to the property of Lessee or Lessee's agents or employees or the property of others, and whether such injury or death is to or of Lessee or Lessee's agents or employees or to third parties.

SECTION NINE. REGULATORY COMPLIANCE

It shall be the Lessee's responsibility to ensure that its operations comply with all state, federal and local environmental rules, regulations, Best Management Practices, and permitting requirements

SECTION TEN. RIGHT OF ENTRY

Lessor or Lessor's agents or employees shall have free access to the leased premises at all reasonable times for the purpose of examining, protecting, or inspecting the condition of such property or in order to exercise any right or power reserved to Lessor under this lease agreement.

SECTION ELEVEN. TERMINATION

In spite of anything elsewhere contained in this lease agreement, this lease may be terminated by either party on 90 days' written notice delivered to the other party at the above listed address of each party. Upon breach of any of the provisions of this lease by one party, the other party may terminate this lease by giving 30 days' written notice to the other party.

SECTION TWELVE. ASSIGNMENT OR SUBLEASE

This lease agreement shall inure to the benefit and be binding upon the heirs, executors, successors, and assigns of the parties; provided, however, Lessee shall not sublease all or any part of the leased premises, or assign this lease agreement, without the prior, express, and written consent of Lessor; and if Lessee does sublease the premises or part of the premises or assign this lease agreement, such sublease or assignment shall be void unless Lessor has given prior, express, and written consent.

SECTION THIRTEEN. ATTORNEY'S FEES

If either Lessor or Lessee shall bring suit to compel performance of or to recover for breach of any covenant, agreement, or condition contained in this lease agreement, the prevailing party shall be entitled to recover from the other party costs and reasonable attorney's fees.

SECTION FOURTEEN. SURRENDER OF PREMISES

Lessee shall, at the termination of this lease agreement, vacate the leased premises, leaving

them in the same condition they were in at the time of Lessee's entry on such premises under this agreement, except for reasonable use and wear, acts of God, or damage by causes beyond the control of Lessee, and upon vacating shall leave the leased premises free and clear of all rubbish and debris.

SECTION FIFTEEN. NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. Lessees are joint and severally liable to Lessor.

SECTION SIXTEEN. GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

SECTION SEVENEEN. EFFECT OF PARTIAL INVALIDITY

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

SECTION EIGHTEEN. ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

SECTION NINETEEN. MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

SECTION TWENTY. PARAGRAPH HEADINGS

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

SECTION TWENTY-ONE. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

Each party to this agreement has caused it to be executed on the date indicated below.

LESSOR

LESSEE

City of Montevallo, Alabama

Mayor

Healthcare Reform Resolution – Died for a lack of a motion.

Board Appointments

In order to consider board nominations for the IDB, Council Member Woodham made a motion to suspend the rules and leave the regular order of business. Council Member Nix seconded. Mayor Cost, Council Member Woodham, Council Member Hughes, Council Member Nix, Council Member Gilbert and Council Member Goldsmith VOTED AYE . . . MOTION APPROVED.

Council Member Woodham made a motion to appoint Sheryl Patton to the IDB. Council Member Gilbert seconded. ALL AYES . . . MOTION APPROVED.

Council Member Woodham made a motion to appoint Steve Condrey to the IDB. Council Member Nix seconded. ALL AYES . . . MOTION APPROVED.

Council Member Woodham made a motion to return to the regular order of business. Council Member Gilbert seconded. Mayor Cost, Council Member Woodham, Council Member Hughes, Council Member Nix, Council Member Gilbert and Council Member Goldsmith VOTED AYE . . . MOTION APPROVED.

Other Business: NONE

Citizen Participation: NONE

Mayor Cost thanked everyone for coming. There being no other business before the council, Council Member Nix made a motion to adjourn. Council Member Gilbert seconded. ALL AYES . . . MEETING ADJOURNED at 6:47 p.m.

Submitted by:

**Herman Lehman
City Clerk**