

**MINUTES**

**Montevallo City Council Work Session**

**April 25, 2016**

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

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

Mayor Cost called the work session to order at 5:31 pm and welcomed all to the meeting and reminded the audience that the work session was a time for the Council to discuss business, talk to department heads, and hear from those on the agenda. She continued that a time for public comment would be recognized during the Council meeting beginning at 6:00 pm. Mayor Cost thanked all for attending.

Mayor Cost called for committee reports.

Chief Jeremy Littleton presented the police report as follows:



**Montevallo Police Department  
City Council Report**

Date:  
Monday, April 25, 2016

**Patrol Report:**

Total Calls:  
NA

Total Cases:  
76

Traffic Accidents:  
12

Traffic Stops:  
NA

Traffic Citations:  
90

Total Arrests:  
27

Burglaries:  
1

Auto Burglaries:  
0

Domestics:  
7

Assaults:  
0

Fraud/Forgery:  
0

Thefts/Attempts:  
5

Zone Checks:  
NA

School Patrols:  
NA

**Investigations (New Cases):**

Felony Cases Pending:  
6

Misdemeanor Cases Pending:  
6

Felony Cases Closed:  
3

Misdemeanor Cases Closed:  
3

**School Resource Report:**

Offense Reports:  
NA

Traffic Accident Reports:  
NA

Cases Pending:  
NA

Incident Reports:  
NA

Arrest Reports:  
NA

Cases Closed:  
NA

**Additional Comments:**

It has been busy but everyone has been doing a great job!



**Montevallo Police Department  
Code Enforcement Activity Report**

Date:  
04/25/2016

Inspection Period  
04/11/2016

Inspection Period  
04/25/2016

**Inoperable Vehicle Inspections:**

Inspected:  
0

Pending:  
2

Closed:  
3

**Animal Complaint Inspections:**

Inspected:  
1

Pending:  
0

Closed:  
1

**Abandoned Building Inspections:**

Inspected:  
0

Pending:  
36

Closed:  
0

**Property Inspections:**

Inspected:  
11

Pending:  
2

Closed:  
8

**Miscellaneous Complaints:**

Inspected: 0	Pending: 0	Closed: 0
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Inspected: 12	Total Inspections this Period: 39	Total Inspections Year to Date: 78
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**Montevallo Police Department  
Code Enforcement Activity Report**

**Inspections this Period:**  
Tall Grass Complaints in Arden Subdivision, Colonial Oaks, and Indian Highlands.  
Complaint about conditions for dog tied out on Main Street.  
Tall Grass at residence on Hwy 10.

**Inspections Pending Continued from Last Period:**  
Conferring with County Building Services on zoning violations for farm on 119 HWY.  
Lien Process and process for new unsafe structures on going.  
Heritage Trace overgrown lots.  
Debris Under carport on Brookhill.  
Inoperable Vehicle on Lot near Jack's. Owner Notified.  
Inoperable Vehicle at apartment on Hedgerow. Owner Notified.  
Home on Moody Street still being repaired.  
Home at Valley St and Plowman St - Large amount of cans in yard.  
Trash streetside and tall grass on Shoal Creek Circle. House believed vacant

**Cases Closed this Period:**  
435 Pineview Road Grass Cut.  
All Salem Road Vehicles made into Compliance.  
185 Parkway Circle Grass Cut.  
450 Shoshone Grass Cut.  
163 Revolutionary Way Grass Cut.  
395 Crestview Grass Cut.  
280 Crestview Grass Cut.  
Monitoring dog on Main Street to ensure no animal cruelty.  
906 Hwy 10 Grass Cut.

**Other Comments:**

Chief Littleton also provided the Council with a list indicating the instructor level held by Officers within the department.

Mayor Cost thanked Chief Littleton for his report. The Mayor addressed Chief Bill Reid, Fire Department, noting that the communication issues discussed previously had been communicated to Chief Littleton and further discussions would occur. She stated all are working to resolve any issues. She then asked Chief Reid for his report.

Chief Bill Reid presented the following report:

**MONTEVALLO**

**Incident Type Report (Summary)**

**Alarm Date Between {03/01/2016} And  
{03/31/2016}**

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
151 Outside rubbish, trash or waste fire	1	0.93%	\$0	0.00%
	<u>1</u>	<u>0.93%</u>	<u>\$0</u>	<u>0.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
311 Medical assist, assist EMS crew	31	28.97%	\$0	0.00%
321 EMS call, excluding vehicle accident with injury	27	25.23%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	4	3.74%	\$0	0.00%
	<u>62</u>	<u>57.94%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
531 Smoke or odor removal	1	0.93%	\$0	0.00%
550 Public service assistance, Other	2	1.87%	\$0	0.00%
551 Assist police or other governmental agency	15	14.02%	\$0	0.00%
553 Public service	2	1.87%	\$0	0.00%
554 Assist invalid	5	4.67%	\$0	0.00%
	<u>25</u>	<u>23.36%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611 Dispatched & cancelled en route	12	11.21%	\$0	0.00%
6112 No Response	5	4.67%	\$0	0.00%
622 No Incident found on arrival at dispatch address	1	0.93%	\$0	0.00%
	<u>18</u>	<u>16.82%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
700 False alarm or false call, Other	1	0.93%	\$0	0.00%
	<u>1</u>	<u>0.93%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>107</b>		<b>Total Est Loss:</b>	<b>\$0</b>

Chief Reid noted that the majority of calls were related to EMS service. Although a few structure fires had occurred in March. Council Member Woodham asked for information regarding the house that burned on the creek. Chief Reid noted that the owner will have the structure taken down and had no insurance on the property. Fire Marshall Brandon Broadhead responded that the owner had asked if the Fire Department could burn it completely but they are unable to do so. Council Member Woodham asked if the owner was going to rebuild on the property. Fire Marshall Broadhead stated that the area is now in a flood zone and is not possible to rebuild a structure. Chief Reid stated that he was gathering quotes on new pagers which was within budget as well as a new opener for the bay door at station #2 with funds in the building maintenance budget line.

Fire Marshall Broadhead presented the following inspection report:

MONTEVALLO

Inspections by Inspector

Date Completed Between {03/01/2016} And  
{03/31/2016}

Date	Time	Inspection Type/Occupancy	Hours
<b>0075 DANZER, JONATHAN</b>			
03/04/2016	10:08	200 INSPECTION - General E000002 ECLIPSE COFFEE 1032 MAIN ST	0.09
03/04/2016	10:29	200 INSPECTION - General 150002 Chelsea Monogramming 625 SHELBY ST	0.20
03/04/2016	10:44	200 INSPECTION - General 00001 Nails Star 736 MAIN ST	0.08
03/04/2016	13:32	200 INSPECTION - General 150001 Tienda Mexicana Food Trailer 4510 25 SH /Mobile/Food Trailer	0.40
03/11/2016	09:15	200 INSPECTION - General S000014 STATE FARM 609 MAIN ST	0.10
03/11/2016	09:15	200 INSPECTION - General S000023 The Type Shop 616 MAIN ST	0.05
03/11/2016	09:16	200 INSPECTION - General 00004 Montevallo Cleaners 745 MIDDLE ST	0.25
03/11/2016	09:16	200 INSPECTION - General S000017 SUBWAY 818 MAIN ST	0.35
03/11/2016	10:36	200 INSPECTION - General 000041 Beelman Trucking 412 INDUSTRIAL PARK DR	0.05
03/11/2016	13:00	270 INSPECTION - Special L000006 Lucky's 4000 25 SH	0.50

03/11/2016 13:30 270 INSPECTION - Special 0.50  
000045 The Tavern (ACC Building)  
710 N BOUNDARY ST

03/11/2016 13:34 200 INSPECTION - General 0.18  
E00005 El Agave Bar & Grill  
628 MAIN ST

04/25/2016 14:50

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**MONTEVALLO**

**Inspections by Inspector**

**Date Completed Between {03/01/2016} And  
{03/31/2016}**

Date	Time	Inspection Type/Occupancy	Hours
<b>0075 DANZER, JONATHAN</b>			
03/14/2016	13:01	200 INSPECTION - General L000004 Doodles Campus Store 935 MAIN ST	0.10
03/14/2016	13:09	200 INSPECTION - General C000003 Cash Max 1205 ASHVILLE RD /100	0.07
03/14/2016	14:01	200 INSPECTION - General 000016 Boy Scout Hut 235 PARK DR	0.07
03/14/2016	14:14	200 INSPECTION - General 00009 Bradford Real Estate Group 915 MAIN ST /1	0.03
03/14/2016	14:27	200 INSPECTION - General S000009 SMITHERMAN'S PHARMACY 703 MAIN ST	0.08
03/16/2016	11:05	200 INSPECTION - General 00008 The Hair Station 968-E MAIN ST	0.30
03/16/2016	12:16	200 INSPECTION - General P000004 PERSONAL TOUCH 915 MAIN ST /4	0.09
03/16/2016	13:33	200 INSPECTION - General M000024 MONTEVALLO HEAD START 100 JETER CIR /JIMMY JONES RD	0.16
03/17/2016	13:26	200 INSPECTION - General 00007 Hot Headz 741 MIDDLE ST	0.15
03/17/2016	13:36	200 INSPECTION - General 00005 Video Underground 727 MIDDLE ST	0.06
03/17/2016	13:44	200 INSPECTION - General 00010 Correct Means Tax Service 915 MAIN ST /2	0.07
<b>Total for Staff: 23</b>			<b>Total Hours: 3.93</b>

**Grand Total Activities: 23**

**Grand Totals: 3.93**

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Fire Marshall Broadhead noted that the building known as the former Tavern location will be separating into two structures to adequately address code concerns. He stated that collaboration had occurred with architects and county building services which were all satisfied with the new plans. He explained that the location will now have two physical addresses as it is separated into two structures with fire doors in between which would bring the property to code and be operable for the new business, New Orleans on Main is to open in the location.

Kirk Hamby, Director of Public Works, stated that his department was conducting routine services focusing on cutting and cleaning right-a-ways. Mr. Hamby noted that a meeting would occur on May 6 to review a mosquito program to protect the city from an infestation especially due to the concerns of diseases carried by the mosquitos. Mr. Hamby stated that he did not know a price of the service, however, he was aware that the program would have initial costs including the fogger machine, chemicals, and an alternate employee. He continued that the service should be able to use one of the trucks already in service which would eliminate additional costs. Mr. Hamby noted that the City had used the Town of Wilton's service in the past for specific trouble areas, stating that Wilton had been a good neighbor in providing the service. Mr. Hamby continued his report by stating that the 10<sup>th</sup> Annual Arts Fest was held on April 16 at Orr Park in which the number of attendees was the largest in years. He also stated that the Chamber of Commerce had held its Scholarship fundraiser event on April 21. He mentioned upcoming events which included the Ora Lee Jones 5K to be held at Orr Park on May 7 and closing day for youth baseball and softball would be held on May 14 at the UM Softball Stadium. Mr. Hamby ended his report by congratulating the Montevallo High School baseball team as they were set to play in the second round of the regional playoff series.

Mayor Cost recognized Professor Susan Caplow who was accompanying students who would be presenting during the Council meeting showcasing their work on a Five Star Grant. Mayor Cost asked Dr. Caplow to speak about the recent recognition for UM regarding sustainability, her thoughts on the mosquito program, and the new major being offered at the University. Dr. Caplow explained that the University was named a Department of Education Green Ribbon School for their efforts. Dr. Caplow continued that she would be happy to look at additional information on the mosquito program and cautioned that her initial thoughts included concern for other insects or animals that could be harmed from the chemicals. She indicated that she would be willing to join in discussions and gather information. She also stated that the University announced the offering of a new major in Environmental Studies. Council Member Nix noted that the City should be mindful of the bees when determining use of chemicals for the mosquitos as there was a shortage of honey bees currently.

Clay Arnall, Montevallo Golf Course, reported that the Chamber of Commerce Scholarship Tournament included 48 players in 12 teams. He noted that it took approximately three days to prepare the course for the tournament. He stated that as he knew the event went well despite the rain, all teams finished. He stated that the Fire Department had won the tournament. He continued that on May 14 a tournament was

being held for Kelsey's Place. He stated that the bermuda grass was trying to grow in with the winter grass and the first Monday following the tournament, the grass would be treated. Council Member Nix stated his appreciation in the hard work as the course was looking good. Mr. Arnall stated that all were optimistic about the future of the course and all employees were in good spirit.

Herman Lehman, City Clerk, noted that the Council had received the following report regarding the long and short-term planning for the Golf Course. It was presented as follows:

*Mayor:*

*Below is a copy of the Golf Course Budget which has been approved for the current fiscal year. As you will note, the budget includes \$36,700 in capital expenditures. This includes \$2,200 for small machinery & equipment (such as weed eaters, blowers, saws, etc), \$28,500 for the golf cart lease and \$6,000 for other capital needs. In addition, our current Regions City Capital Reserve Budget includes \$14,000 for additional capital purchases. I have discussed this with Clay and he is in agreement that, assuming we do not have any unanticipated catastrophes, the budget we have should carry us forward for years to come. As he and I discussed, now that we have caught up with addressing the most critical needs at the course, we can use the money allotted to us to address normal capital and other needs as we move forward.*

*2016-17:*

- 1) Rebuild the Practice Putting Green - We have a quote from Sur-line Turf, the company that repaired our greens last year, for the new putting green. Replacing the green will cost us right at \$14,000.*
- 2) Purchase a new (or used) Sand Pro - Used for maintaining the sand traps.*

*2017-18:*

- 1) Purchase new Tractor - \$15,000*

*2018-19:*

- 1) Purchase new Mower - \$11,000*

*The year after that, we'll probably need another mower and so on . . . We just need to prioritize our needs and address them in that order as funds are available within the budget.*

*Of course, this does not include major capital projects such as building a new club house, replacing all of the greens, installing a new irrigation system, paving the cart paths and parking lot, etc. We do not have the money at this point to justify any of those major investments, unless we get a grant from someone. We've looked at the possibility, on the other hand, of improving our irrigation system in phases or sections to save money. Unfortunately, according to Shelby County's engineers and third party irrigation specialists, the system we have cannot be replaced or improved piecemeal. Similarly, if we decided to repave the carts paths, it makes most sense to do it all at once. As a result, we've opted for repairing the bad spots in the paths using gravel. For the most part, we think we've addressed our biggest*

*problem areas. Maintaining the paths as they are will be part of our crew's ongoing maintenance routine.*

*For now, we are confident that the golf course has been improved to the point that it can serve the needs of our community and be enjoyed and appreciated by those who play the course. In fact, I really haven't heard anything but positive comments about the course since we started improving the greens, repairing the cart paths and so forth. As such, I think we can continue to run an operation that provides a decent product at a decent price without a major influx of additional capital beyond that which is budgeted.*

*If things progress through the summer months as we anticipate, we think we will be justified next year to raise our green fees and cart fees by a nominal amount - maybe \$1 each per round. Our suggestion would be to earmark the incremental increase in green fees (\$1 per round) for additional capital improvements at the course. If we see 10,000 rounds played in a year, that would equate to \$10,000 in additional funds that could be set aside or leveraged for improvements to the course. The increase in the cart fees would be used to cover ongoing maintenance expense, or could be used for capital needs, as well, if the council so desired.*

*We may also want to consider earmarking the additional cart rental funds for marketing. Currently, we only have \$5,000 budgeted for advertising. At this point, all of this has gone towards newspaper ads and other publications the course was committed to by previous management. We plan to be much more selective next year. Even so, \$5,000 is not a lot of money for advertising. The small ad we currently have in the Reporter costs nearly that much each year. It would be great if we had additional funds available to us, for example, to run ads on radio - most likely on 97.7 The Peach. Naturally, the goal of this additional advertising would be to attract even more players to our course and increase our revenues even more. Of course, we will also take advantage of free advertising possibilities such as the city Facebook page, golf Facebook page, city website and app, as well as university email resources as permitted. With the coming year, we plan to keep those resources updated on a weekly basis.*

*If you are in agreement with this plan, I ask that you share it with the council as our proposed budget at the course for the next five years.*

**THANKS! HERMAN**

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CITY OF MONTEVALLO

APPROVED BUDGET  
AS OF: OCTOBER 31ST, 2015

10 -GENERAL FUND  
DEPARTMENT - GOLF CLUB

---- 2015-2016 -----)		(----- 2016-2017 -----)					
CURRENT	Y-T-D	PROJECTED	2012-2013	2013-2014	2014-2015		
DEPARTMENTAL	EXPENDITURES		REQUESTED	APPROVED			
BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	ACTUAL	ACTUAL	

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SALARIES & RELATED COSTS

10-4441.80010	SALARIES AND WAGES			0	0	30,054
165,000	11,078	0	0	165,000		
10-4441.80011	ED DAVIS C CARD- DEPOSIT A/P			0	0	106
0	106	0	0	0		
10-4441.80015	PAYROLL TAXES			0	0	2,229
11,760	824	0	0	11,760		
10-4441.80025	RETIREMENT SYSTEM OF ALABAMA			0	0	724
5,000	257	0	0	5,000		
10-4441.80035	GROUP INSURANCE			0	0	2,560
16,950	640	0	0	16,950		
10-4441.80040	LIFE INSURANCE			0	0	25
175	8	0	0	175		
<u>TOTAL SALARIES &amp; RELATED COSTS</u>				<u>0</u>	<u>0</u>	<u>35,699</u>
198,885	12,913	0	0	198,885		

TRAINING

10-4441.80150	TUITION, TRAINING & SEMINARS			0	0	35
105	0	0	0	105		
10-4441.80160	FOOD			0	0	662
0	119	0	0	0		
<u>TOTAL TRAINING</u>				<u>0</u>	<u>0</u>	<u>697</u>
105	119	0	0	105		

OFFICE

10-4441.80200	ADVERTISING			0	0	2,898
5,000	508	0	0	5,000		
10-4441.80205	DUES			0	0	0
2,200	0	0	0	2,200		
10-4441.80210	CLEANING AND JANITORIAL			0	0	300
0	150	0	0	0		
10-4441.80215	LEASE SERVICES			0	0	0
4,000	850	0	0	4,000		
10-4441.80275	COMPUTER SERVICES & EXPENSES			0	0	1,313
400	1,250	0	0	400		
10-4441.80280	INTERNET SERVICES			0	0	549
1,188	123	0	0	1,188		
10-4441.80285	OFFICE SUPPLIES AND EXPENSE			0	0	15
1,200	0	0	0	1,200		
10-4441.80295	POSTAGE			0	0	0
100	0	0	0	100		
<u>TOTAL OFFICE</u>				<u>0</u>	<u>0</u>	<u>5,074</u>
14,088	2,881	0	0	14,088		

REPAIRS & MAINTENANCE

10-4441.80313	CHEMICALS			0	0	1,428
11,000	0	0	0	11,000		
10-4441.80314	CART REPAIRS			0	0	166
500	0	0	0	500		
10-4441.80315	EQUIP REPAIRS & MAINTENANCE			0	0	4,116
15,000	10,495	0	0	15,000		
10-4441.80320	REPAIRS AND MAINT - OTHER			0	0	1,292
12,600	108	0	0	12,600		
10-4441.80325	BUILDING REPAIR & MAINTENANCE			0	0	327
750	0	0	0	750		
<u>TOTAL REPAIRS &amp; MAINTENANCE</u>				<u>0</u>	<u>0</u>	<u>7,328</u>
39,850	10,602	0	0	39,850		

SUPPLIES

10-4441.80440	GENERAL SUPPLIES			0	0	4,056
6,300	249	0	0	6,300		
10-4441.80455	SMALL TOOLS & EQUIPMENT			0	0	536
0	0	0	0	0		
10-4441.80460	GAS & OIL			0	0	0
8,500	0	0	0	8,500		
10-4441.80466	BEER EXPENSE			0	0	227
2,325	0	0	0	2,325		

TOTAL SUPPLIES				0	0	4,818
17,125	249	0	0	17,125		

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CITY OF MONTEVALLO

APPROVED BUDGET  
AS OF: OCTOBER 31ST, 2015

10 -GENERAL FUND  
DEPARTMENT - GOLF CLUB

(-----)

2015-2016		(-----)		2016-2017		(-----)	
CURRENT	Y-T-D	PROJECTED	REQUESTED	2012-2013	2013-2014	2014-2015	
DEPARTMENTAL	EXPENDITURES		BUDGET	ACTUAL	ACTUAL	ACTUAL	
BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET			

COMMUNICATION

10-4441.80580 COMMUNICATIONS				0	0	48
0	24	0	0	0		
TOTAL COMMUNICATION				0	0	48
0	24	0	0	0		

DEBT

10-4441.80605 INTEREST EXPENSE				0	0	10
2,000	68	0	0	2,000		
TOTAL DEBT				0	0	10
2,000	68	0	0	2,000		

ACTIVITIES

OTHER

10-4441.80910 MISCELLANEOUS				0	0	0
2,000	0	0	0	2,000		
10-4441.80911 WASTE PICK UP - GOLF				0	0	219
0	108	0	0	0		
10-4441.80920 PERMIT FEES				0	0	225
0	0	0	0	0		
TOTAL OTHER				0	0	444
2,000	108	0	0	2,000		

INSURANCE

10-4441.81025 INSURANCE OTHER THAN EMPLOYEE				0	0	0
4,000	0	0	0	4,000		
10-4441.81030 WORKERS' COMPENSATION				0	0	0
2,200	0	0	0	2,200		
TOTAL INSURANCE				0	0	0
6,200	0	0	0	6,200		

PROFESSIONAL

10-4441.82040 TREE REMOVAL				0	0	450
0	500	0	0	0		
TOTAL PROFESSIONAL				0	0	450
0	500	0	0	0		

UTILITIES

10-4441.83010 NATURAL GAS				0	0	0
5,000	0	0	0	5,000		
10-4441.83015 ELECTRICITY				0	0	3,212
9,000	1,662	0	0	9,000		
10-4441.83025 WATER				0	0	468
3,500	282	0	0	3,500		
TOTAL UTILITIES				0	0	3,680
17,500	1,944	0	0	17,500		

CAPITAL EXPENDITURES

10-4441.84010 MACHINERY AND EQUIPMENT				0	0	803
2,200	305	0	0	2,200		

10-4441.84015	VEHICLES			0	0	4,396
28,500	2,308	0	0	28,500		
10-4441.84035	OTHER			0	0	0
6,000	3,565	0	0	6,000		
TOTAL CAPITAL EXPENDITURES				0	0	5,199
36,700	6,178	0	0	36,700		

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TOTAL GOLF CLUB				0	0	63,448
334,453	35,587	0	0	334,453		

Mr. Lehman noted the need for work on the putting greens and a new sand pro. Council Member Woodham asked what the cost would be for the sand pro. City Clerk Lehman explained that next year's budget would only cover the cost of the putting greens maintenance. He also explained that the golf course would continue to operate with monies budgeted for this year as long as revenue expectations were met for this year. He continued that a mixture of funds would be accessed to address issues including the City Capital Reserve and the General Fund. Mr. Arnall stated he thought the sand pro would cost approximately \$10,000 used or about \$15,000 new.

Council Member Nix asked Council Member Woodham for an update from the Trails Committee. Council Member Woodham stated that Mayor Cost was working on the RTP grant as the deadline was approaching. She reminded the Council that the grant would provide funding for a pavilion, restroom, and trailhead located at the trail that the County is currently working on identifying and clearing.

Janice Seaman, Chair of the Historical Commission, noted that the we have requested proposals for the archeological survey. She also stated that two members of the Commission would be attending the National Association of Historical Conference in Mobile at the end of July. She continued that the previous Serendipity property was being purchased and the closing on the property should occur within the week.

Council Member Nix gave an update on the Planning and Zoning Commission noting that they had held a meeting to discuss the proposed duplex development on Hwy 25. He noted that the Commission heard good comments and the Commission had decided the project was a good concept but in the wrong location. He suspects that the developer would make changes and come back to the Commission.

Council Member Gilbert noted that Allie Williams, Director of the Parnell Memorial Library, was unable to attend and did not have a report.

Council Member Woodham reported that the MDCD met earlier in the day and DeAnna Smith had been reappointed to represent the University. She continued that all three original members of the committee had been reappointed for four additional years. Council Member Woodham also noted that the MonteVallo Project Committee (MVP) had been diligently working on the Main Street Application. She also noted on behalf of the Finance Committee that the large bills presented included \$13,000 for the website

redesign, just under \$5,000 for engineering services at the Mahler property, and \$11,000 for maintenance on the InCode accounting system.

Council Member Woodham stated that the engineering report on the Mahler property indicated that the structure was not in good shape. Mayor Cost asked City Clerk Lehman to initiate recommendations to stabilize the structure.

Janice Seaman, Chair of the Industrial Development Board, noted that the lease agreement would be discussed during the Council meeting. The lease was presented as follows:

**LEASE AGREEMENT**

*Lease agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the City of Montevallo, Alabama ("City") and the Industrial Development Board of the City of Montevallo ("Board").*

**RECITALS**

*City owns a tract of real estate located along Alabama Highway 119 in the NW¼ of Section 15, Township 22 South, Range 3 West, Shelby County, Alabama. Board desires to lease approximately 5 acres of the City's tract lying east of Alabama Highway 119 for the purpose of subleasing the 5 acres for the purpose of an aquaponics farm or similar use. 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. City leases to Board approximately 5 acres of real property of City located in Shelby County, Alabama, described as follows and as shown on the attached sketch:*

*Located in the NW¼ of Section 15, Township 22 South, Range 3 West, Shelby County, Alabama, lying southeast of Alabama Highway No. 119 and northeast of Shoal Creek, the east line of which is approximately 90 feet west of the east line of said ¼ section, in a rectangular shape running 534 feet north and south and 408 feet east and west; also an easement leading from Highway No. 119 to the property at a location chosen by the City.*

*B. This lease shall commence on the 1<sup>st</sup> day of \_\_\_\_\_, 2016, and shall be for a term of ten (10) years, or until terminated as provided in this lease agreement, on the terms and conditions set forth in this agreement. The lease term may be renewed for up to two additional terms of five (5) years each, provided the Board delivers written notice of renewal to the City at least thirty (30) days prior to the termination of the original or any extended term.*

**SECTION TWO. RENTAL**

*Board shall pay to City rent in the amount of \$500 per month commencing on the 1<sup>st</sup> day of \_\_\_\_\_, 2015, payable during the entire term of this lease agreement, at 541 Main Street, Montevallo, AL 35115, or to any other place that City may designate.*

**SECTION THREE. USE OF LAND**

*Board shall sublease the premises for an aquaponics farm or similar use. If work on improvements for such use is not commenced within 120 days of the execution of this lease, City may in its sole discretion terminate this lease. If*

*the sublessee abandons the premises at any time during the lease term, City in its sole discretion may terminate this lease.*

#### **SECTION FOUR. OWNERSHIP OF IMPROVEMENTS**

*At the termination of this lease, any improvements constructed on the premises shall remain on the premises and shall be the property of City, excepting the greenhouse structures which are semi-permanent and all equipment.*

#### **SECTION FIVE. LABOR AND MATERIALS**

*City and Board shall each provide labor and share the cost of materials joined or affixed to the premises pursuant to this lease as shown on the attached Exhibit A. Board 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 Board's instance or request.*

#### **SECTION SIX. INDEMNIFICATION**

*Board shall indemnify City 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 Board, unless caused solely and intentionally by City or City's agents or employees. Board 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 Board's use of the leased premises, whether such loss or damage is to the property of Board or Board's agents or employees or the property of others, and whether such injury or death is to or of Board or Board's agents or employees or to third parties.*

#### **SECTION SEVEN. RIGHT OF ENTRY**

*City or City'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 City under this lease agreement. Except that entry into any structure must be by permission and escort by the sublessee, Incredible Health Farms, due to safety and sanitation concerns.*

#### **SECTION EIGHT. TERMINATION FOR BREACH**

*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 party in breach.*

#### **SECTION NINE. ASSIGNMENT OR SUBLEASE**

*This lease agreement shall inure to the benefit and be binding upon the successors and assigns of the parties; provided, however, Board may sublease the premises for the purpose set out above. Board may not sublease the premises for any other purpose, or assign this lease, without the prior, express, and written consent of City; and if Board does sublease the premises or part of the premises or assign this lease agreement, such sublease or assignment shall be void unless City has given prior, express, and written consent.*

#### **SECTION TEN. ATTORNEY'S FEES**

*If either City or Board 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 ELEVEN. SURRENDER OF PREMISES**

*Board 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 Board'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 Board, and improvements, and upon vacating shall leave the leased premises free and clear of all rubbish and debris, except that there shall be structures, roads and utilities remaining.*

**SECTION TWELVE. 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.*

**SECTION THIRTEEN. GOVERNING LAW**

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

**SECTION FOURTEEN. 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 FIFTEEN. 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 SIXTEEN. 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 SEVENTEEN. 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 EIGHTEEN. 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.*

*City of Montevallo, Alabama*

*The Industrial  
Development Board of the City of Montevallo*

by \_\_\_\_\_  
as its Mayor date

by \_\_\_\_\_  
as its Chairperson date

Exhibit A

Work to be performed by City (Lessor):

Year One –

- 1) Provide equipment and personnel to clear surface of approximately 1.5 acres.
- 2) Trench for water line from the meter at Hwy 119 to site.

Year Two –

- 1) Clear surface of driveway and spread gravel on drive from Hwy 119 to site.

Year Three –

- 1) Clear surface of additional acre for expansion of farm.

Year Four –

- 2) Clear surface of remainder of leased property.

The sublease for the IDB was presented as follows:

**SUBLEASE AGREEMENT**

Sublease agreement made this \_\_\_\_ day of \_\_\_\_\_, 2016, between the Industrial Development Board of the City of Montevallo ("Board") and Incredible Health Farms, LLC ("IHF").

**RECITALS**

The Board leases from the City of Montevallo, Alabama ("City") approximately 5 acres of a tract of real estate located along Alabama Highway 119 in the NW¼ of Section 15, Township 22 South, Range 3 West, Shelby County, Alabama ("Property"). IHF desires to sublease the Property for the purpose of an aquaponics farm or similar use. 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. The Board subleases to IHF approximately 5 acres of real property the Board leases from the City located in Shelby County, Alabama, described as follows:

Located in the NW¼ of Section 15, Township 22 South, Range 3 West, Shelby County, Alabama, lying southeast of Alabama Highway No. 119 and northeast of Shoal Creek, the east line of which is approximately 90 feet west of the east line of said ¼ section, in a rectangular shape running 534 feet north and south and 408 feet east and west; also an easement leading from Highway No. 119 to the property at a location chosen by the City.

B. This sublease shall commence on the 1<sup>st</sup> day of \_\_\_\_\_, 2016, and shall be for a term of ten (10) years, or until terminated as provided in this sublease agreement, on the terms and conditions set forth in this agreement. The lease term may be renewed for up to two additional terms of five (5) years each, provided IHF delivers written notice of renewal to the Board at least thirty (30) days prior to the termination of the original or any extended term. Notwithstanding the foregoing provisions, this sublease shall also terminate if and when the Board's lease from the City terminates.

**SECTION TWO. RENTAL**

IHF shall pay to the Board rent commencing on the 1<sup>st</sup> day of \_\_\_\_\_, 2016, payable during the entire term of this sublease agreement, at 541 Main Street, Montevallo, AL 35115, or to any other place that the Board may designate, in accordance with the following schedule:

- Year 1: \$10,000.00 annually at \$834.00 per month
- Year 2: \$11,000.00 annually at \$917.00 per month
- Year 3: \$12,100.00 annually at \$1009.00 per month
- Year 4: \$13,310.00 annually at \$1,110.00 per month
- Years 5-10: \$15,000.00 annually at \$1,250.00 per month

Renewals: To be negotiated

**SECTION THREE. USE OF LAND**

IHF shall use the Property for an aquaponics farm or similar use. If IHF abandons the Property at any time during this sublease term, the Board in its sole discretion may terminate this sublease.

**SECTION FOUR. OWNERSHIP OF IMPROVEMENTS**

At the termination of this sublease, any improvements constructed on the Property by either party shall remain on the Property and shall be the property of the City.

**SECTION FIVE. REMOVAL OF FENCES**

IHF shall not remove or relocate any fences that are on the leased Property at the commencement of this sublease without the prior, express, and written consent of the Board and the City.

**SECTION SIX. BUILDING OF FENCES**

If there are no existing fences enclosing the Property, IHF may, at IHF's own expense, build neat, stock proof, lawful fences and gates, and shall keep such fences and gates in good repair to the satisfaction of the Board and the City.

**SECTION SEVEN. BOARD IMPROVEMENTS; LABOR AND MATERIALS**

A. The Board shall construct the following improvements on the Property at the Board's expense:

1. During Year 1, grade the first 1.5 acres (no trees need to be removed, just clear surface), obtain any permits, surveys, and utility easements needed. Run water lines to the Property. Improve the entrance to the Property from Highway 119, if required.
2. During Year 2, add gravel path from Highway 119 to the farm to allow for school buses and increased traffic due to education programs for the community.
3. During Year 3, grade an additional acre for growth of the farm. Add a septic tank for bathrooms for farm and educational community.
4. During Year 4, grade the final 2.5 acres for growth of the farm.

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

**SECTION EIGHT. INDEMNIFICATION**

IHF shall indemnify the Board 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 Property by IHF, unless caused solely and intentionally by the Board or the Board's agents or employees. IHF 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 IHF's use of the Property, whether such loss or damage is to the property of IHF or IHF's agents or employees or the property of others, and whether such injury or death is to or of IHF's agents or employees or to third parties.

**SECTION NINE. RIGHT OF ENTRY**

The Board or the Board's agents or employees shall have free access to the Property at all reasonable times for the purpose of examining, protecting, or inspecting the condition of the Property or in order to exercise any right or power reserved to the Board under this sublease agreement.

**SECTION TEN. TERMINATION FOR BREACH**

Upon breach of any of the provisions of this sublease by one party, the other party may terminate this sublease by giving 30 days' written notice to the party in breach.

**SECTION ELEVEN. ASSIGNMENT OR FURTHER SUBLEASE**

This lease agreement shall inure to the benefit and be binding upon the successors and assigns of the parties. IHF may not further sublease the Property for any purpose, or assign this sublease, without the prior, express, and written consent of the Board and the City; and if IHF does

sublease the Property or part of the Property or assign this sublease agreement, such sublease or assignment shall be void unless the Board and the City have given prior, express, and written consent.

**SECTION TWELVE. ATTORNEY'S FEES**

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

**SECTION THIRTEEN. SURRENDER OF PROPERTY**

IHF shall, at the termination of this sublease agreement, vacate the Property, leaving it in the same condition it was in at the time of IHF's entry on such Property under this sublease agreement, except for reasonable use and wear, acts of God, or damage by causes beyond the control of IHF, and improvements, and upon vacating shall leave the Property free and clear of all rubbish and debris.

**SECTION FOURTEEN. 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.

**SECTION FIFTEEN. GOVERNING LAW**

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

**SECTION SIXTEEN. 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 SEVENTEEN. 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 EIGHTEEN. 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 NINETEEN. 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. 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.

**SECTION TWENTY-ONE. LEASE FROM CITY**

IHF acknowledges that this is a sublease and that the Board does not own the Property. IHF further acknowledges that the Board leases the Property from the City and that this sublease is subject to and subordinate to all terms and provisions of the lease between the City and the Board. If any terms of the lease and this sublease are in conflict, the terms of the lease shall prevail.

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

The Industrial Development Board of the  
City of Montevallo

Incredible Health Farms, LLC

by \_\_\_\_\_  
as its Chairperson date

by \_\_\_\_\_  
as its Manager date

Mayor Cost noted that the agenda included discussions of establishing Bloch Street as One-Way only. Mayor Cost stated a hearing date would be set. City Clerk Lehman explained that the reason to establish the area as one-way was to improve parking on the street as well as safety concerns at the intersection of Bloch and Main Streets. Mayor Cost noted that she was aware that the High School was in favor of the change. City Clerk Lehman will notify all parties including businesses, residents, and the school board of the potential change and set the date for the hearing.

The work session concluded.

**MINUTES**  
***Montevallo City Council Meeting***  
**April 25, 2016**  
**6:00 p.m. at City Hall**

Mayor Hollie Cost, Council Member Dee Woodham, Council Member Willie Goldsmith, Council Member Rusty Nix, Council Member Sharon Gilbert, and Council Member Jason Peterson were in attendance. Junior City Council President, Grace Stermer, was also in attendance.

**Pledge of Allegiance**

**Meeting Call to Order**

Mayor Cost called the meeting to order at 6:00 pm and welcomed all to the meeting.

**Approval and/or corrections of the minutes – 4/11/16**

Council Member Nix made a motion to approve the Council Minutes of April 11, 2016 as corrected. Council Member Goldsmith seconded the motion. ALL AYES. MOTION APPROVED.

**Student Recognitions / Awards**

Dr. Sheila Lewis recognized the following individuals from Montevallo Middle School:

<u>Students:</u>	Janie Gray	Grayson Fulmer
Terion Lilly	Chaniya Reed	
Vanessa Avalos	Evan Zou	<u>Teachers</u>
Olivia Gilbert	Taylor Edwards	Tamika Whitt-Wright
Margarita Ayala	Miranda Martin	Christopher Horton
Aubrey Moreland	Cody Curl	Telura Hamilton
Jaxon Butterworth	Jeffery Green	

Mr. Brandon Turner recognized the following individuals from Montevallo High School:

<u>Students:</u>		<u>Support Professional:</u>
9 <sup>th</sup> : Ahtziri Chavez		Rebecca Lamonica
10 <sup>th</sup> : Eddie Anthony	<u>Teacher:</u>	
11 <sup>th</sup> : Ana Ayala	Cheryl Allen	
12 <sup>th</sup> : Landon Pickett		

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

Steve Sears, resident, stood and asked what the city policy was regarding microphones and cameras being used on private property. Mayor Cost stated that the City did not have a policy but she would check with the City attorney.

**Committee Reports and Consideration of Bills:**

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

Council Member Woodham noted that the Downtown Revitalization Project was going out for bid in May and final costs should be known by July. She also reported that the County would begin work on the parking area at the Shoal Creek Park site early next week, weather permitting. She continued that a motion would need to be made to pay the bills.

Council Member Nix made a motion to approve all bills as presented. Council Member Gilbert seconded the motion. ALL AYES. MOTION APPROVED.

**Consent Agenda - NONE**

**New Business**

- UM Orr Park Creek Bank Restoration Presentation

UM students, Brooke Warrant, Kady Cobb, Maury Tacon, Michelle Shackelford, Paul Spicer, and Zackery Walsh presented information on the work they had conducted in their Capstone class in Environmental Science under the supervision of Dr. Susan Caplow. The students studied erosion issues at Orr Park with Shoal Creek reviewing the effects of flooding, overgrowth of evasive plants, and misuse of the creek bank. The students assisted with the preparation of the Five Star Grant which will award up to \$25,000 to address these issues. The students have prepared a Citizen Science website to initiate community involvement and assistance in which citizens are provided information and tools to collect data and identify plants.

Janice Seaman asked how citizens would receive information about the project. The students explained that they were hosting booths at area events, would be providing information to include on the city's website and posting information on the bulletin board at Orr Park. Mayor Cost suggested that the information be given to Grace Stermer, President of the Junior City Council to share with the city's youth. Council Member Woodham suggested that the Park Board also be included.

Council Member Woodham thanked the students for their time and effort in producing great work with their research, presentation, educational curriculum, and assisting with the grant.

- One Way Bloch St (Set Hearing Date)

City Clerk Lehman stated that the hearing date was set for May 23 and he would notify all residents, businesses, and Montevallo High School.

#### **Old Business**

- Demolition Bid Award - 613 Shelby St.

Council Member Nix noted that the Council was awaiting recommendation from the Abatement Board to remove the item from the agenda. Mayor Cost thanked Janice Seaman for work in saving the property and making improvements. She noted that the property was looking good with construction in progress.

- Food Truck Ordinance

City Clerk Lehman explained that the ordinance was not ready for discussion and would be postponed.

- IDB Lease Ordinance

Mayor Cost noted that the lease is an agreement between the City and the IDB. She asked for clarification regarding what party is responsible for what services as questioned at the last meeting. City Clerk Lehman referred the Council to Exhibit A of the document. Mayor Cost asked Mr. Hamby if the City could perform the work of the water line as presented. Mr. Hamby agreed. Council Member Nix noted that he had spoken with the Water Board on behalf of the City, and they are willing to waive the impact fee but would need to pay the meter tap fee. Montevallo Water Board had agreed to waive the impact and meter tap fees but could not waive the fees for the sewer if used due to the pressurized line for the Shoal Creek property, but they would approve a septic tank on the property with the County Environmental Services approval. Ms. Seaman thanked Council Member Nix stating that the assistance would save the IDB a couple of thousand dollars. Council Member Woodham asked if the work on the water line could be completed by City employees noting concern of hitting rock. Council Member Nix noted that the water line would need to be 12 inches down buried in the ground. Council Member Woodham asked where the road would be placed. Ms. Seaman stated a road from Hwy 119 to the plot would be established but no plan had been discussed, however, she noted that the educational piece of the project would begin in year two and the buses would need access to the property. Council Member Woodham noted that the lease would be for 10 years with potential to renew for additional two five year terms questioning whether the option to renew would come back to the City Council for approval. City Clerk Lehman referred to language in section one of the lease and explained that the IDB does not want the rent amount to increase, they are guaranteeing to pay rent for the 10 year period. Council Member Woodham noted that she feels that the City would be losing control of the property for almost 20 years. She stated she was excited about the project but concerned with the renewal of the lease without Council approval. Council Member Nix stated that he was excited that IDB was utilizing the property. City Clerk Lehman explained that IDB would have difficulties in finding individuals and businesses to allocate substantial funds to build a successful business knowing they may have to uproot in 10 years. Ms. Seaman noted that the aquaponics would be producing organic produce for the community. Council Member Woodham stated that she thought the aquaponics farm was a good plan.

Council Member Nix made a motion to approve the ordinance to authorize the Mayor to enter into a lease with IDB as presented and discussed. Council Member Peterson seconded the motion. ALL AYES. MOTION APPROVED.

**ORDINANCE # 04262016-303**

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 along Alabama Highway 119 in the NW¼ of Section 15, Township 22 South, Range 3 West, Shelby County, 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:

Approximately 5 acres of real property located in the NW¼ of Section 15, Township 22 South, Range 3 West, Shelby County, Alabama, lying southeast of Alabama Highway No. 119 and northeast of Shoal Creek, the east line of which is approximately 90 feet west of the east line of said ¼ section, in a rectangular shape running 534 feet north and south and 408 feet east and west; also an easement leading from Highway No. 119 to the property at a location chosen by the City.

**Section 2.** The City of Montevallo, Alabama, having received an offer from the Industrial Development Board of the City of Montevallo to lease that real property described in Section 1 above, for the purpose of subleasing the property for an aquaponics farm or similar use, 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 the Industrial Development Board of the City of Montevallo under the terms and conditions set forth in the Lease Agreement attached to this ordinance and incorporated herein.

**Section 3.** Pursuant to the authority granted by § 11-47-21 and § 11-63-2, Code of Alabama 1975, as amended, 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 26<sup>th</sup> DAY OF APRIL, 2016.

---

Mayor

Attest:

---

City Clerk

## Authorize Mayor to finalize IDB Lease – Aquaponics

Council Member Nix noted that in regards to the water line issues, the lines could be wrapped in insulating casing and placed on top of the ground. Mr. Hamby agreed it was an option. Mayor Cost noted that the City could not provide the service if the process required an absorbent amount of funds to establish the water line. Ms. Seaman stated that if in the process of digging for the water line and rock is discovered, that the line could be moved to avoid difficult areas to dig. City Clerk Lehman suggested digging test holes. Ms. Seaman stated that the IDB did not expect the City to have to use extreme measures that would result in major funding issues. Mayor Cost asked City Clerk Lehman for a recommendation for the motion. City Clerk Lehman recommended that the Council vote to authorize the Mayor to negotiate the terms of the lease noting any issues with the establishing of water lines to eliminate any absorbent costs associated with the project. The Council agreed with the recommendation.

Council Member Nix made a motion to authorize the Mayor to negotiate the terms of the lease noting any issues with the establishing of water lines to eliminate any absorbent costs associated with the project. Council Member Woodham seconded the motion. ALL AYES. MOTION APPROVED.

## Board Appointments

### Park Board – James Kitchens

Council Member Nix made a motion to appoint James Kitchens to the Park Board. Council Member Peterson seconded the motion. ALL AYES. MOTION APPROVED.

Clifford Joe DuBose Jr.

Council Member Goldsmith made a motion to appoint Clifford Joe DuBose, Jr. to the Park Board. Council Member Nix seconded the motion. ALL AYES. MOTION APPROVED.

Mayor Cost asked that City Clerk Lehman or Sarah Hogan to notify Mr. Kitchens of his appointment and denote the times of the Park Board meetings which are held on the 3<sup>rd</sup> Tuesday of each month at 5:00 pm at the Senior Center. She also asked that Johnny Holsombeck, Chair of the Park Board be notified. She stated that she had spoken with Mr. Dubose.

### Planning Commission –

#### Nathan Stamps (Mayor's Appointment)

Mayor Cost stated that the Planning Commission members are appointed by the Mayor and do not require Council vote, however, she prefers to bring the recommendation to the Council to ensure there is no opposition of the appointment. The Council asked whether Mr. Stamps was willing to serve and Mayor Cost clarified that she had spoken with him and he was willing to serve in this capacity. She also noted that another position on the Board was available and she would be taking recommendations for appointment. Mayor Cost asked Sarah Hogan to post the open position on the City website and Facebook page to elicit interest.

## Other Business

Mayor Cost noted that Roger Wheeler is interested in being reappointed to the Water Board and would be submitted to the Council for approval at the next meeting.

Mayor Cost asked Grace Stermer for an update regarding the Junior City Council. Ms. Stermer stated that the JCC had meet with 7<sup>th</sup> graders at MMS to determine why they were not involved with City activities and initiatives. She continued that the students stated participation was due to lack of information therefore, the JCC had created a City Youth SnapChat account for updates on events and activities.

City Clerk Lehman updated the Council on the temporary construction easement on Dr. Anderson's property noting that the City had received correspondence from Dr. Anderson and his attorney, Mitchell Spears with an offer to provide the easement and return to the original drainage and design plan if the city provides him with two parking spaces, one of which is a problem and will not be approved by ALDOT. City Clerk Lehman stated that a letter had been received from the Shelby County Development Services stating that Dr. Anderson does currently have adequate parking spaces for his location, the City could ratify the letter. The following was presented:

**Sent:** Monday, April 25, 2016 10:14 AM  
**To:** Hollie Cost  
**Cc:** Herman Lehman; 'TREY GAUNTT'; wjustice@wefnlaw.com; "Michael Anderson"  
**Attachments:** CCF04252016\_00000.pdf

Hollie-

I have spoken to Dr. Anderson, and have been authorized to offer the City the following proposal for resolution of all matters in dispute between the City and my client.

Pursuant to resolution of the governing body of the City, Dr. Anderson will grant to the City the proposed temporary construction easement which the City seeks, in exchange for the following items:

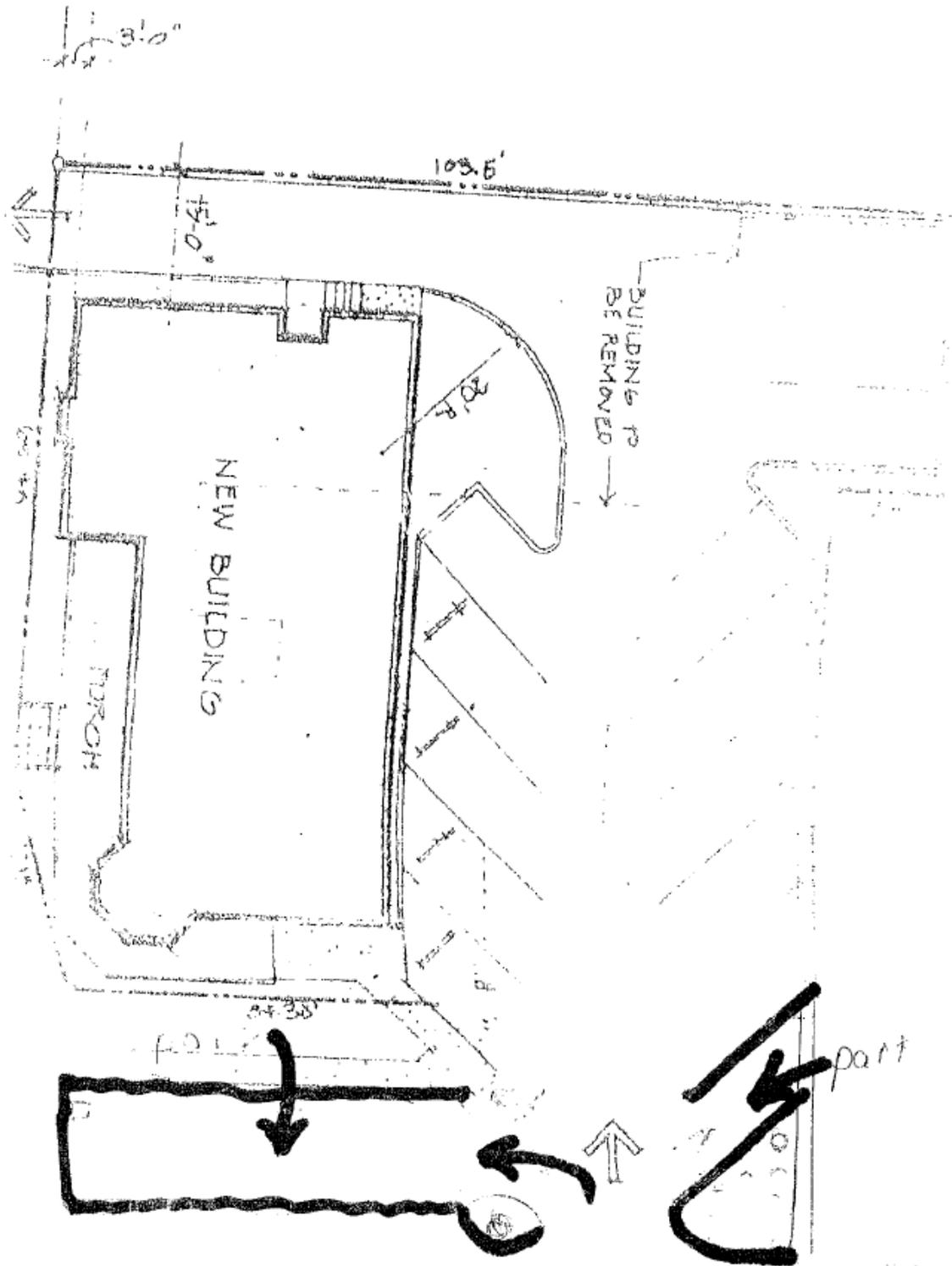
1. The City will create one new parking space on the right side of the entrance to Dr. Anderson's business premises (off of Bloch Street) and reduce the curb on the left side of said entrance to allow parking on Dr. Anderson's property on the left side of the entrance to allow him to continue to use the parking area on his premises which is adjacent to Bloch Street, without permanent encroachment of the City (subject to the temporary construction easement).
2. There will be a permanent resolution provision ensuring that my client's property meets parking ordinance requirements or is granted an absolute variance based on the issue relating to the number of parking spaces used for business purposes and that this provision will be grandfathered into effect for all future owners and future uses.
3. The City will provide drainage so that no water pools or collects on Dr. Anderson's premises.
4. The City will ensure that all of Dr. Anderson's sidewalk brick are collected from the existing sidewalk and preserved for Dr. Anderson and stacked on pallets. Additionally, the new brick sidewalk will "tie-in" to the brick steps in front of the premises in a "professional" manner.
5. The City will ensure repair or replacement of any damages to my client's premises through the construction phase of the Main Street development project.
6. The City will pay the expense of all items hereinabove referenced.

I request that you review the proposal and inform me as to the City's position. In the event that you have questions or comments regarding this matter, do not hesitate to communicate same to me.

I would anticipate that Bill would want to draft a proposed resolution of the City to cover the issues raised within this communication. Of course, we are ready, willing and able to assist in the expeditious handling of this matter.

I look forward to your response.

Thank you,  
**Mitchell A. Spears**  
**Attorney at Law**





SHELBY COUNTY  
DEPARTMENT OF DEVELOPMENT SERVICES

1123 COUNTY SERVICES DRIVE  
PELHAM, AL 35124  
[WWW.SHELBYAL.COM](http://WWW.SHELBYAL.COM)

April 25, 2016

Mayor Hollie Cost  
City of Montevallo  
Via email [CostHC@montevallo.edu](mailto:CostHC@montevallo.edu)

Subject: Anderson Eye Care located at 977 Main Street Montevallo, Alabama and Parcel  
Identification number 58-27-5-21-3-305-012.000

Dear Mayor Cost:

In response to your request, the following information is submitted:

According to our records, the subject property is currently located in the incorporated limits of the City of Montevallo in Shelby County. It is presently zoned "B-2 SD, General Business Special District" according to the Zoning Ordinance of The City of Montevallo. The property is also located within the Urban Core District and subject to the Urban Core Design Standards as set forth in the Zoning Ordinance of the City of Montevallo. A medical clinic or eye care clinic is a permitted use within the "B-2 SD, General Business Special District".

Off-street parking requirements for a medical clinic, including an eye care clinic are calculated based on the following formula: three (3) spaces plus one (1) space for every 200 square feet over 1,000 square feet of floor area. Based on the building footprint (approximately 3,000 square feet excluding the porch) the eye care clinic would require 13 off-street parking spaces. It appears that there are 13 existing off-street parking spaces plus 4 on-street parking spaces. The 4 on-street parking spaces do not constitute required parking spaces.

If we can be of further assistance, please contact this department at your convenience.

Sincerely,

A handwritten signature in cursive script that reads "Sharman Brooks".

Sharman Brooks  
Senior Planner

Alex Dudchock  
County Manager  
Tel: (205) 670-6500

Chad Scroggins  
Manager  
Tel: (205) 620-6650

Council Member Nix asked that the drainage issue is reviewed to currently show how water pools in the area. City Clerk Lehman explained that the water runs under the sidewalk which would be torn up and replaced, giving Dr. Anderson his bricks and new bricks will be placed that will tie-in with the overall

design. Council Member Nix suggested that the City try to provide the additional parking spaces as requested. City Clerk Lehman agreed that at least one parking space could be provided however the City would need to provide funding. He recommended that the Council vote to give the Mayor authority to negotiate the agreement and ratify the letter from Shelby County Development Services contingent on recommendations by the engineer. Council Member Woodham asked if the cost of the parking spaces was known. Council Member Nix stated that the cost would be less than what the Council was going to offer him to purchase the small portion of the property to complete the project as designed. City Clerk Lehman stated that the Council could authorize up to a certain dollar amount and explained that the offer to add the parking spaces included Dr. Anderson to agree to proceed with the initial project plans. He continued that the City had pleaded its case numerous time with the Mayor speaking with him and explaining each alternative with the last option of using only the City's right-a-way which would leave a weird piece of pavement on Dr. Anderson's property that will not look good as you enter town. He also clarified that the drainage portion of the project would also proceed with the original plan. Council Member Nix asked if Bloch Street is designated as one-way would parallel parking still be provided. City Clerk Lehman agreed that parallel parking had been discussed.

Council Member Nix made a motion to ratify the letter as presented and authorize the Mayor to negotiate the terms of the temporary construction easement. Council Member Woodham seconded the motion. ALL AYES. MOTION APPROVED.

### **Citizen Participation**

Mayor Cost called for any comments from the audience.

Ally Templeton, resident and student at UM, stood and stated that she had lived in Montevallo for 6 years and that she believes it is better than when she arrived and thanked the Mayor and Council for their work.

Mayor Cost thanked Ms. Templeton for her comments.

Ms. Janice Seaman, resident, stated that Chief Reid had made a good observation regarding turning Bloch one-way in which Valley Street is already one-way and there would be no way out at that intersection.

Mayor Cost thanked Ms. Seaman for bringing up the issue and agreed to look into it before the hearing.

No other citizens asked to be recognized.

### **Adjourn**

Council Member Nix made a motion to adjourn the meeting. Council Member Peterson seconded the motion. ALL AYES. THE MEETING ADJOURNED AT 7:09 PM.

Submitted by:

Herman Lehman  
City Clerk