

MINUTES

Montevallo City Council Work Session

October 14, 2024

5:30 p.m. at City Hall

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

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

Discussion of Public Hearing and New Business Items:

Discussion of Public Hearing Case: SP24-012 This is a request from Jason Picklesimer, Wayne Davis Construction, on behalf of T & S Holdings, LLC, property owner, for approval of a site development plan to construct a 9,600-square foot warehouse on a site currently used for open storage.

- **Discussion of Resolution SP24-012** from Montevallo Planning and Zoning Commission T & S Holdings, LLC, Site Plan Approval.
- **Discussion of Resolution 10142024-501** Solid Waste - Leaf Limb and Recycling Collection Rates C.P.I Increase.
- **Discussion of Resolution 10142024-842** Victory Building and Property. A Resolution declaring the Victory Building and associated land as Surplus City Property.
- **Discussion of Resolution 10142024** Cobblestone Hotel Project Authorization / Amendment 772.
- **Discussion of Recommendation** to accept the bid from Wayne Davis Construction for the Demolition and Clean-up of the Victory Building Hotel Site.
- **Discussion of Request** to lease office space in the City Annex Building to Frontier Wood Products for a period of 1 year.
- **Discussion of Board Appointment:** Brandelyn Nelson to the Design Review Committee.

Other Business: Discussion of waiving the vendor fees for Montevallo Art Stalk/ Montevallo Artwalk being held on Main Street from 11:00 am – 5:00 pm on Saturday, October 26, 2024.

Presentation: Rod Kanter, Partner/ Legal Counsel, Bradley Arant Law Firm - he represents the City and spoke on the Hotel Agreement with Cobblestone Hotel Development, LLC / Amendment 772.

Mayor Nix Called for Committee Reports:

Mayor Nix called on Council Member King for Public Health and Safety Reports. Council Member King called on Chief Littleton for the Police Report. Chief Littleton reported there were 97 Total Reports for September; Year-to-date Total Reports 2,802; 44 Total Arrests; 138 Traffic Citations. See Appendix 1.

Council Member King reported Chief Davis, with the Fire Department was unable to attend the meeting and he did not receive a written report. Chief Davis arrived after the Work Session began and submitted

his written report after the Council Meeting for inclusion. The report showed there were 130 Total Calls for the Month of September and Year-to-Date Total Calls are 1,256. See Appendix 2.

Council Member King reported the Planning & Zoning Meeting will be held at City Hall on Thursday, October 17th in Council Chamber at 6:00 p.m.

Mayor Nix called on Council Member Dukes for the Sustainability Reports. Council Member Dukes called on Kirk Hamby, Head of Public Works. Kirk reported Free Dump Day held October 5th, they hauled 7 tons (13,630 lbs.); leaf pick-up is in progress transfer from right of way cutting; Rededication of Markers at the City Cemetery will be held on October 27th at 1:00 p.m. for the Kroell Families; Dedication of Dr. Cunningham's Bench in Library Garden will be held on October 27th; Arbor Day Meeting was held last week and plans are being made for the annual event; three African American Heritage Trail Markers Dedication Ceremony will be held at 1:30 p.m. on October 20th.

Mayor Nix called on Shane Baugh, Parks and Recreation Director. Shane reported Tournaments are underway for soccer, basketball, pee-wee football, and travel ball tournaments on Sunday.

Council Member Mitchell called on Marissa Wilson, Director of the Parnell Memorial Library for the Library report. Marissa reported the Library has more than doubled program participation from 2023 to 2024; 33 programs are being offered; 46 community meetings were held in September; and there were 3,852 visits to the building. See Appendix 3.

Montevallo City Council Meeting

October 14, 2024

6:00 p.m. at City Hall

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

Pledge of Allegiance

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

Public Hearing Opened at 6:00 p.m. (Public Hearing Sign In Sheet – no signatures – See Appendix

Public Hearing Case: SP24-012 This is a request from Jason Picklesimer, Wayne Davis Construction, on behalf of T & S Holdings, LLC, property owner, for approval of a site development plan to construct a 9,600-square foot warehouse on a site currently used for open storage. The subject property is zoned M-1 Light Industrial District and located at 167 Spring Drive, approximately 600 feet east and north of the intersection with Highway 73. (Parcel ID 58-36-2-04-4-001-023.000) The subject property is primarily encompassed by other industrial land uses, zoned M-1 Light Industrial District and B-2 General Business District. Properties immediately adjoining the site are also owned by the applicant. See Appendix 5.

Jason Picklesimer spoke on behalf of T & S Holdings, LLC for construction of the warehouse.

No one spoke against.

Close of Public Hearing at 6:02 p.m.

Approval and or corrections of the Minutes 09.23.24 – Motion by Council Member Mitchell, seconded by Council Member King, All Ayes, Motion passed.

Recognitions/ Awards: Mayor Rusty Nix read and presented a Certificate of Recognition for his 10 years of service and a framed picture of a Tinglewood Tree in Orr Park to Shane Baugh, Director of the Montevallo Parks & Recreation Department on his departure. See Appendix 6.

Opportunities for Citizens to speak to the Council: Kirk Lightfoot One Kirkwood St Complimented Kirk Hamby and crew of the Public Works Department for keeping the city clean and looking its best. He expressed how much he appreciates their work.

Mayor Nix requested Committee Reports to Continue:

Council Member Mitchell called on Sarah Hogan, Director Impact Montevallo for the Impact Montevallo report. Sarah reported Impact is still accepting mentors for 6th grade students; Trustmark made a donation of \$2,000 to Impact; Teen Pavilion in Orr Park is almost complete; Impact will be participating in the Faith Baptist Church on October 19th and the S.P.O.T. Trailer will be onsite; NNO is October 22nd; 5th annual Chief's Challenge will be October 29th. See Appendix 7.

Council Member Mitchell called on the Montevallo Junior City Council (MJCC) Junior Mayor Mary Elizabeth House. Mary Elizabeth reported the MJCC met earlier today and discussed their Bylaws and updated a few of them. She reported the MJCC is excited to be running under the updated Bylaws moving forward.

Council Member Mitchell reported Montevallo schools are out today and tomorrow for fall break while teachers are working, training, and planning.

The University of Montevallo celebrated its 128th Founders Day on October 10th. The University of Montevallo had its preview day today while students were on fall break.

The Shelby County Hall of Fame was held at the American Village on October 10th and the City of Montevallo had three inductees and the program was excellent.

The Montevallo Art Stalk will be held on October 26th on Main Street.

Mayor Nix called on Council Member Swords for Finance, Economic Development & Tourism. Council Member Swords called on Courtney Bennett, Montevallo Main Street. Courtney reported Montevallo Main Street has the opportunity to offer five \$1,000 marketing grants in the Main Street District for marketing thanks to Main Street Alabama; October 20th will be the unveiling of the first three historic markers for the Montevallo African American Heritage Trail; October 22nd Main Street Alabama Quarterly Training will be held in Shelby County; October 29th CO.STARTERS end-of-course celebration will be held at Meri Moon; October 31st Montevallo Hometown Halloween will be held along Main Street. See Appendix 8.

Council Member Swords called on Adele Nelson, Executive Director, Montevallo Chamber of Commerce. Adele reported Tinglewood Festival won “Event of the Year” at the 2024 Shelby County Tourism and Recreation All Stars Award; October Chamber Luncheon features University of Montevallo, Kati Horstman, Head Coach, Acrobatics and Tumbling; Montevallo Pecan Sale still going on; Christmas Parade will be held Thursday, December 5th. See Appendix 9.

Council Member Swords reported MDCD met today and there is no report to be given at this time.

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

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

Recreation, Preservation and Community Development (Parks & Recreation, Youth Athletics, Trails, Annexations) – Reported during Work Session.

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

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

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

New Business:

- **Resolution SP24-012** from Montevallo Planning and Zoning Commission T & S Holdings, LLC, Site Plan Approval. A Resolution adopting the recommendation of the Montevallo Planning and Zoning Commission for approval of requested site development. Motion made by Council Member Dukes, seconded by Council Member King, all Ayes, Site Plan approved. See Appendix 10.
- **Resolution 10142024-501 Solid Waste - Leaf Limb and Recycling Collection Rates C.P.I Increase.** A Resolution authorizing the Montevallo Water and Sewer Board to bill Solid Waste, Leaf and Limb and Recycling Rates based on the Consumer Price Index Rate Increase from Republic Services. (New Rate effective November Billing Cycle \$32.25 per customer) Motion made by Council Member Mitchell, seconded by Council Member King, All Ayes. See Appendix 11.
- **Resolution 10142024-842 Victory Building and Property.** A Resolution declaring the Victory Building and associated land as Surplus City Property. Motion made by Council Member King, seconded by Council Member Dukes, All Ayes. See Appendix 12.
- **Resolution 10142024-468 Cobblestone Hotel Project Authorization / Amendment 772.** A Resolution authorizing the Agreement between the City of Montevallo and Cobblestone Hotel Development, LLC via Amendment 772. Motion made by Council Member King, seconded by Council Member Mitchell, All Ayes. See Appendix 13.

- **Recommendation to accept the bid from Wayne Davis Construction** for the Demolition and Clean-up of the Victory Building Hotel Site in the amount of \$96,000.00. Motion made by Council Member King, seconded by Council Member Dukes, All Ayes. See Appendix 14.
- **Request to lease office space in the City Annex Building** to Frontier Wood Products for a period of 1 year via commercial lease agreement in the amount of \$400.00 per month. (Business / Economic Development) – Motion made by Council Member King, seconded by Council Member Dukes, All Ayes.

Old Business: None

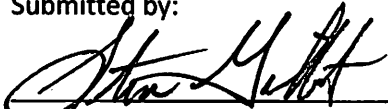
Board Appointments: Brandelyn Nelson to the Design Review Committee term to expire 10/14/2027. Motion made by Council Member King, seconded by Council Member Dukes, All Ayes. See Appendix 15.

Other Business:

Citizen Participation: Joyce Lewis 330 Reonda Lane invited Mayor, Council, and attendees to attend the Bench Dedication for Dr. Earl Cunningham on October 27th at 1 p.m. at the Parnell Memorial Library. See Appendix 16.

Adjourn: Mayor Nix called for a Motion to adjourn the meeting. Motion made by Council Member King, Seconded by Council Member Dukes, All Ayes. Meeting adjourned at 6:24 p.m.

Submitted by:



Steve Gilbert
City Clerk / Treasurer

APPENDIX 1

	January-24	February-24	March-24	April-24	May-24	June-24	July-24	August-24	September-24	October-24	November-24	December-24	Total
Total Reports	50	87	89	79	84	102	103	114	97	0	0	0	2802
Criminal Cases	33	57	70	60	64	78	76	88	81				607
Non-Criminal	17	30	19	19	20	24	27	27	15				198
Traffic Accidents	6	11	11	6	11	13	10	14	7				89
Traffic Citations	98	127	148	126	79	125	168	173	138				1182
DUI Arrests	4	10	9	9	4	5	10	9	7				67
Public Intox Arr	0	0	5	0	1	1	1	1	0				9
Alias Arrests	2	5	10	11	8	13	11	9	7				76
Juvenile Arrests	0	1	2	2	0	0	2	2	1				10
Misd Arrests	0	4	2	3	16	19	19	11	15				89
Felony Arrests	1	3	1	1	1	4	8	8	4				31
Drug Related	1	6	2	2	4	5	7	15	10				52
Total Arrest	8	29	31	28	34	47	58	55	44	0	0	0	334
Auto Thefts	1	0	2	0	0	0	0	0	0				3
Burglaries	0	1	0	3	1	1	0	0	0				6
Auto Recoveries	0	0	1	0	1	1	0	0	0				3
Auto Burglaries	0	0	1	3	0	0	0	1	1				6
Criminal Mischief	1	1	1	0	2	2	2	1	1				11
DV. Related	3	5	8	0	5	5	11	8	3				48
Assaults	1	0	1	2	0	0	0	0	0				4
Fraud/Forgery	2	0	1	0	0	0	0	1	2				6
Harass / Reck	1	3	2	3	3	4	6	2	5				29
Misc. Offenses	22	24	21	28	27	30	23	31	23				229
Robberies	0	0	2	1	0	0	0	0	0				3
Sex Crimes/Other	0	0	0	2	0	0	0	0	0				2
Thefts / Attempts	5	3	9	3	2	2	4	3	5				36
Suicide / Attempts	0	0	0	0	0	0	0	0	0				0
Deaths	1	0	0	0	0	1	3	1	0				6

2024 Montevallo Fire And Rescue Events by Type

Report Date: 10/1/2024

APPENDIX 2

		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
ABDOMINAL PAIN/INJURY		1	4	2	2	5	7	4	4	3	32
ADMIN EVENT	ADMIN EVENT FIRE SERVICE	0	0	0	0	0	0	0	0	2	2
ALARM	CARBON MONOXIDE ALARM	0	0	0	0	1	0	1	0	1	3
	COMMERCIAL FIRE ALARM	5	1	0	2	3	2	1	2	1	17
	MEDICAL ALARM	1	3	1	3	4	4	1	1	1	19
	RESIDENTIAL FIRE ALARM	5	2	8	8	3	6	4	1	3	40
ALLERGIC REACTIONS		1	1	2	0	1	3	1	2	1	12
ALTERED MENTAL STATU		2	1	6	8	4	4	4	7	5	41
ANIMAL	ANIMAL BITE/ATTACK	0	0	1	0	0	1	2	1	0	5
ASSAULT		1	2	1	2	1	1	2	2	3	15
BACK PAIN/INJURY		4	1	3	1	1	0	1	4	0	15
BLEEDING		2	6	1	1	1	1	5	5	3	25
BREATHING PROBLEMS		11	6	11	9	5	15	13	7	12	89
BURGLARY	BURGLARY IN PROGRESS AT A RESIDENCE	0	0	0	0	1	0	0	0	0	1
BURN INJURIES		0	0	1	0	2	2	0	0	0	5
CARDIAC	CARDIAC ARREST - ADULT	1	1	2	3	4	2	0	4	1	18
	CARDIAC ARREST - CHILD	1	0	0	0	0	0	0	0	0	1
CHEST PAIN		4	8	10	7	6	10	6	8	6	65
CHOKING	CHOKING - ADULT	0	0	1	0	0	1	0	0	1	3
	CHOKING - INFANT	1	0	0	0	0	1	0	0	0	2
	CHOKING CHILD	0	1	0	0	0	1	0	0	0	2
COLD INJURIES / EXPOS		1	0	0	0	0	0	0	0	0	1
CONFIDENTIAL	S-85A (SUICIDE ATTEMPT)	1	0	0	0	0	0	0	1	0	2
DIABETIC RELATED		1	3	2	0	5	0	2	1	2	16
DRUG OVERDOSE		1	0	0	0	1	0	1	1	4	8
EXTREMITY INJURIES		3	4	1	7	11	10	2	7	7	52
EYE INJURY		0	0	0	1	0	0	0	0	2	3
FALL	FALL FROM LADDER	0	0	0	0	0	0	1	0	0	1
	FALL FROM STANDING POSITION	13	4	11	9	3	6	2	3	5	56
FD ASSIST	CHILD LOCKED IN CAR	0	0	1	1	0	0	0	0	0	2
	LAW ENFORCEMENT	0	1	0	0	0	1	0	0	1	3
	LIFTING ASSISTANCE	15	18	19	16	25	14	13	10	8	138
	MUTUAL AID	0	1	0	1	1	2	0	1	1	7
	OTHER AGENCY	2	0	1	0	0	1	0	0	0	4
	PUBLIC	2	1	0	0	1	2	1	1	0	8
	TREE DOWN	0	0	0	0	0	0	3	0	1	4
FIRE	APPLIANCE FIRE	0	1	0	0	0	0	0	0	0	1
	BRUSH / WOODS FIRE	0	7	8	3	1	0	0	2	1	22
	BURN COMPLAINT	0	0	0	0	0	1	0	0	0	1
	COMMERCIAL STRUCTURE FIRE	0	0	1	1	0	1	0	1	1	5
	DUMPSTER FIRE	1	1	2	2	0	0	1	0	0	7
	ELECTRICAL FIRE	0	1	0	0	0	1	0	0	0	2
	RESIDENTIAL STRUCTURE FIRE	3	7	6	5	1	5	1	3	0	31
	TRANSFORMER / POLE FIRE	0	2	2	0	4	0	0	0	2	10
VEHICLE FIRE	0	0	0	2	3	2	0	0	0	7	
GAS	GASOLINE / DIESEL SPILL	1	0	0	0	0	1	0	0	0	2
	NATURAL / PROPANE GAS LEAK	0	0	1	0	1	0	0	0	0	2

		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
GENERAL ILLNESS		22	23	11	12	26	21	20	30	18	183
GUNSHOT	SHOOTING WITH INJURIES	0	0	0	0	0	1	0	1	1	3
HEAD/NECK INJURY		2	0	0	2	1	0	0	5	4	14
HEADACHE		0	0	0	0	0	0	1	1	0	2
HEART PROBLEMS		5	4	1	3	7	6	4	7	5	42
HEAT PROBLEMS		0	0	0	0	0	1	1	2	0	4
LAW ENFORCEMENT AS	LE ASSIST FIRE or EMS	0	0	0	0	0	0	0	0	1	1
MVC	MVC - CHECK FOR INJURIES	7	6	7	4	7	6	9	5	5	56
	MVC - PEDESTRIAN INVOLVED	0	1	0	0	1	0	0	1	0	3
	MVC WITH INJURIES	1	0	0	3	0	3	2	2	0	11
OB/GYN PATIENT		0	0	1	0	1	1	1	1	1	6
ODOR	ODOR OF ELECTRICAL	0	0	0	0	0	0	0	1	0	1
	ODOR OF GASOLINE/DIESEL	0	0	0	0	0	1	0	0	0	1
	ODOR OF PROPANE / NATURAL GAS	0	0	0	0	1	0	0	1	0	2
PERSON	PERSON DOWN	2	0	0	1	0	2	1	2	1	9
POISONING		0	1	0	0	2	0	0	0	0	3
POSSIBLE STROKE		9	1	2	2	2	1	3	6	1	27
SEIZURE		3	2	1	3	3	1	0	5	3	21
SMOKE	SMOKE IN THE AREA	0	0	0	1	0	0	0	0	0	1
SUICIDE ATTEMPT		0	0	0	1	2	0	1	1	0	5
TEST CALL		0	0	1	2	0	0	0	1	0	4
TRAUMATIC INJURY		1	0	0	0	1	0	0	0	0	2
UNCLASSIFIED COMPLA		1	0	0	0	0	0	0	0	0	1
UNRESPONSIVE PERSON		4	5	3	5	3	1	2	10	11	44
UTILITY LINES DOWN		0	0	0	0	0	1	0	0	0	1
WELFARE CHECK		0	0	0	0	0	1	0	0	1	2
	Total	141	131	132	133	156	155	117	161	130	1,256

PARNELL MEMORIAL LIBRARY

SEPTEMBER 2024

VISITS TO THE
BUILDING

3,852

CIRCULATION

6,694

CITIZEN SAVINGS

\$128,054.55

PHONE CALLS

101

WIFI &
COMPUTER
SESSIONS

3,797

DATABASE
SEARCHES

562

PROGRAM
PARTICIPATION

680

PROGRAMS: 33

- 4 Story times
- 6 Take Home Craft Kits
- 3 Pokémon Club
- 4 Script Readers groups
- 3 Tiny Tumbling
- 3 Mini Music
- 1 family fun Night
- 2 girls book club
- 1 grown up book club

COMMUNITY
MEETINGS

46

PARNELL MEMORIAL LIBRARY

FISCAL YEAR 2024

OCT 2023-SEP 2024

VISITS TO THE
BUILDING

44,112

CIRCULATION

74,168

CITIZEN SAVINGS

\$128,054.55

PHONE CALLS

1,379

WIFI &
COMPUTER
SESSIONS

41,424

DATABASE
SEARCHES

4,757

PROGRAM
PARTICIPATION

10,864

PROGRAMS: 478

- LOTS OF PROGRAMS

COMMUNITY
MEETINGS

676

PARNELL MEMORIAL LIBRARY

OCTOBER 14, 2024

- Stop by the library this week to get a pumpkin to take home and decorate, and then return to the library to display. Thank you to the Chamber for coordinating
- Mini Music tomorrow at 10, Storytime on Wednesday at 9:15, followed by a mini Halloween movie at 10:15
- Pokémon club will be tomorrow at 3:30
- Homeschool hub will be Thursday at 10:15, and tiny tumbling Friday at 10:30.
- We are starting a morning grown up book club on the third Monday at 9:30 at Meri Moon.
- We are officially getting our emergency exit door, that we received grant funding for, and will hopefully be done this week.
- Tuesday night grown up book club will be the 29th, of this month, the last Tuesday of the month at 6:30
- Stop by the library on Halloween for a bag of candy.

REPORT TO THE CITY OF MONTEVALL
PLANNING & ZONING BOARD
 Department of Development Services

September 19, 2024

Case No. SP24-012

Central Machine and Fabrication - Site Development Plan

This is a request from Jason Picklesimer, Wayne Davis Construction, on behalf of T & S Holdings, LLC, property owner, for approval of a site development plan to construct a 9,600-square foot warehouse on a site currently used for open storage. The subject property is zoned M-1 Light Industrial District and located at 167 Spring Drive, approximately 600 feet east and north of the intersection with Highway 73. (Parcel ID 58-36-2-04-4-001-023.000)

DISCUSSION

The subject property is located on Spring Drive and primarily encompassed by other industrial land uses, zoned M-1 Light Industrial District and B-2 General Business District. Properties immediately adjoining the site are also owned by the applicant. Montevallo Cemetery is located to the south of Spring Drive. Cambridge Park is located to the east. Properties west of the subject property and across Highway 25 include Summer Classics furniture store and Qavah-Emet Professional Resources, LLC.



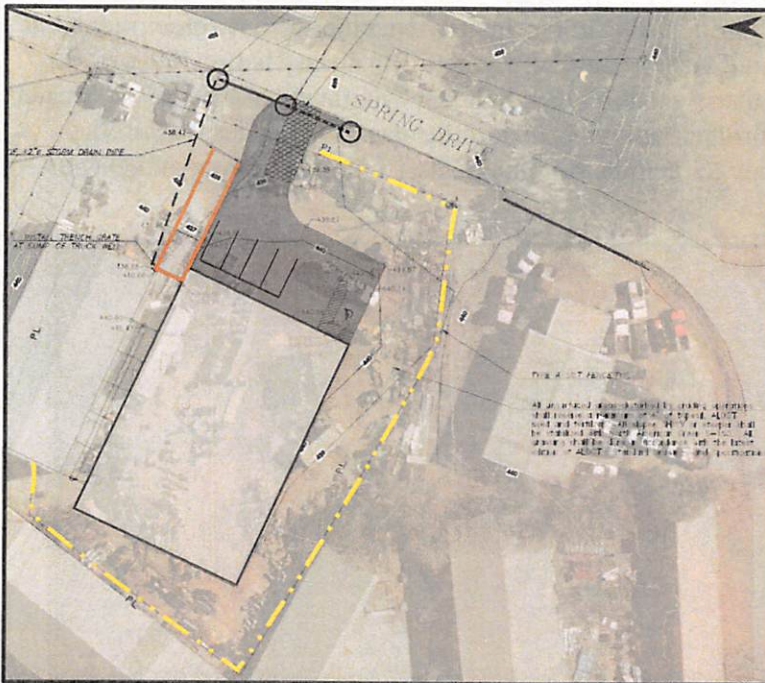
Proposed Site Development

Central Machine and Fabrication utilizes multiple properties and warehouses as part of their daily operations along Spring Drive. T & S Holdings similarly owns warehouses along Spring Drive and Highway 25. The subject property is currently an open dirt site that is used for equipment storage. The applicant is proposing the construction of an 80-foot by 120-foot (9,600

square foot) warehouse to house these items. Improvements on the site will include a widened entrance from Spring Drive with limited parking and a truck well to allow a designated location for offloading of materials outside of the public right-of-way or parking lot for materials delivered by semi-truck.

The truck well is shown located between the building to the north of the subject property on Spring Drive and will include removal of the existing chain-link fence.

Illustrated in the plan layout below is the expanded driveway entrance depicted in black, the building foot print in light grey, and the truck well outlined in orange. The property line is identified in dashed yellow.



Access and Parking

With the addition of a truck well on the property, the existing drive will be expanded to allow for vehicular circulation. The applicant proposes to widen the existing asphalt access along Spring Drive by 17.39 feet. Heavy-duty concrete paving is proposed in front of the building with four standard parking spaces and one accessible space.

Landscaping

The Montevallo Arbor and Beautification Board reviewed the development plans dated 08-

06-24 and determined as an existing industrial property surrounded by similar industrial uses, additional landscaping is required; however, any freshly disturbed dirt and grading activity outside of the paved surfaces must be stabilized with seed and sod. Best Management Practices (BMPs) must be established prior to site development and maintained throughout construction.

Utilities

The Montevallo Water and Sewer Board has completed a review of the plan set dated 08-06-24 that indicated no additional water or sewer connections are proposed with the site development plan. Any proposed potable water or sanitary sewer connections will require an additional submittal to the Water and Sewer Board for review and must meet the minimum requirements of the *Montevallo Water and Sewer Board Standard Specifications*.

Lighting

No additional lighting is proposed beyond security lighting as required per the International Building Code for commercial structures.

SUMMARY

The proposed development is consistent with the *Zoning Ordinance of the City of Montevallo*. A recommendation of site plan *Approval* should be subject to:

- The applicant submitting a final site plan for certification prior to the issuance of building permits; and,
- Compliance with the regulations, policies, and guidelines of the City of Montevallo; and,
- Approval by the Montevallo City Council.



1082-04	WAYNE DAVIS CONSTRUCTION, LLC PROJECT NAME CENTRAL MACHINE AND FABRICATION MONTEVALLO, ALABAMA DRAWING TITLE GRADING AND STORM DRAINAGE PLAN	REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DESCRIPTION	BY	DATE																																					PAPPAS ENGINEERING, LLC 507 CROSS WALK DANNINGHAM, ALABAMA 35024 PHONE (205) 894-9999 FAX (205) 894-9999 WWW.PAPPASENGINEERING.COM	REGISTERED PROFESSIONAL ENGINEER STATE OF ALABAMA NO. 1082-04 EXPIRES 12/31/2025 PAPPAS ENGINEERING, LLC 507 CROSS WALK DANNINGHAM, ALABAMA 35024 PHONE (205) 894-9999 FAX (205) 894-9999 WWW.PAPPASENGINEERING.COM
	NO.	DESCRIPTION	BY	DATE																																								

Certificate of Recognition

This certificate is presented to

Shane Baugh

This certificate is awarded to Shane Baugh in recognition of his hard work, dedication, and 10 years of service as Director of the Montevallo Parks & Recreation Department.



Rusty Nix
Mayor Rusty Nix

City Council Meeting: October 14, 2024

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

- ✚ **Mentors:** We are still accepting mentors for our 6th grade students. If you are interested, please email the MMS School Counselor, Ms. Williams at swilliams@shelbyed.org. This is a great opportunity to use your time and resources to positively impact a youth. All mentors will need to complete a background check with the school system at a cost of \$17.45.

We began our mentoring program with 7th & 8th graders two weeks ago and it is going very well. We are excited to strengthen our relationship with the Middle School and provide this opportunity to new students. Maurice has also kicked-off the 3rd year of our mentoring program at the high school.

- ✚ **MMS Homecoming:** This week the Middle School will be celebrating their homecoming with dress-up days for the three days of classes this week. They will also have a homecoming game against Columbiana on Thursday, October 17 at 6:00 pm at Theron Fisher Stadium. Come on out and support our Middle School Bulldogs.

Trustmark \$2000 donation ✚ **Pavilion:** The Teen Pavilion is coming along very nicely at Orr Park. The swings have been installed. We are working on adding the solar chargers and still finalizing a catchy name for the area. If you haven't seen it, go check it out.

- ✚ **Health Fair:** This Saturday, October 19 is the Rev. Thaddeus Evans, Sr. Health Fair at Faith Baptist Church from 10 a.m. to 2 p.m. at 901 County Road 17 in Montevallo. We will have an information booth and the SPOT Trailer at the event to educate our community.

- ✚ **National Night Out:** Next Tuesday, October 22 is the annual National Night Out from 5:30 – 7:30 at the Pecan Grove. There are approximately 45 vendors for the event and it is a great opportunity to engage with the Police Department and get a free hotdog!

- ✚ **Chief's Challenge:** The 5th Annual Chief's Challenge is coming up in two weeks, October 29th. We currently have teams registered including our first responders, youth organizations, and bus drivers. It will be a fun way to celebrate Red Ribbon Week. Make plans to come out and cheer everyone on.



Report to City Council
October 14, 2024

Updates

- Thanks to a grant received by Main Street Alabama, Montevallo Main Street has the opportunity to offer five \$1,000 marketing grants to businesses physically located in the Main Street District. Any interested business is invited to contact me immediately for more information or to sign up.
- Please make plans to support these upcoming events:
 - **Sunday, October 20:** Join us for the unveiling of the first three historic markers for the Montevallo African American Heritage Trail! We will honor Montevallo's rich African American heritage with a special program, dedication, and reception. The event will begin at 1:30 PM at Ward Chapel AME Church (765 West Street), continue to the Mason Hall (160 Commerce Street), and finish at Shiloh Missionary Baptist Church (304 Selma Street). Reception to follow at Shiloh Missionary Baptist Church.
 - **Tuesday, October 22:**
 - Main Street Alabama Quarterly Training – Main Streets in Shelby County will be held from 9 AM – 4 PM, with Montevallo's portion from 1:30 PM – 3:15 PM. Approximately 100 Main Streeters from across Alabama will be in attendance.
 - National Night Out will begin at 5:30 PM at the Orr Park Pecan Grove (940 Island Street). For more information, contact Impact Montevallo Director Sarah Hogan Shaw at shogan@cityofmontevallo.com or (205) 665-2555 ext. 104.
 - **Saturday, October 26:** Montevallo Art Walk will be held from 11 AM – 5 PM on Main Street. Montevallo Main Street is proud to sponsor live music during this event.
 - **Sunday, October 27:**
 - The Bench for Earl dedication will be held at the Orr Park Pecan Grove at 1 PM.
 - Critters by the Creek will be held at Orr Park from 1-3 PM.
 - **Tuesday, October 29:**
 - CO.STARTERS end-of-course celebration will be held from 6-7 PM at Meri Moon.
 - The Chief's Challenge will be held at Theron Fisher Stadium at 5:30 PM. For more information, contact Impact Montevallo Director Sarah Hogan Shaw at shogan@cityofmontevallo.com or (205) 665-2555 ext. 104.
 - **Thursday, October 31:** Montevallo's Hometown Halloween will be celebrated downtown from 3:30 - 5:00 PM. "Trick or Treat" on Main Street! Questions may be directed to Montevallo Chamber of Commerce at (205) 665-1519.
 - **Saturday, November 2:** Montevallo will host their 2nd Annual Dia de los Muertos Festival at 620 Valley Street on Saturday, November 2, from 2 PM to 10 PM. This free-admission event is being organized by Su Casa Real Estate, Team Lehman, Montevallo Main Street, and Impact Montevallo, along with other community partners and sponsors. In an effort to share this cherished tradition with our local community, Susana Vazquez of Su Casa is taking the lead in organizing this event. For sponsorship and vendor information, contact Susana Vazquez at 205-796-5429.

Courtney Bennett, Executive Director

Chamber / City Council Report

10/14/2024

1) TINGLEWOOD FESTIVAL WON "Event of the Year" at the 2024 **Shelby County Tourism and Recreation All Stars Awards** !!!!!!!!!!!

2) **October Chamber Luncheon** / 16th WEDNESDAY "UM Game On" Speaker: Kati Horstmann, Head Coach of UM Acrobatics and Tumbling / Parnell Library / 11:30am / Lunch - noon / \$15. each *RSVP* by today ----- Mon Oct 14th!! to 205-665-1519 or montervallochamber@gmail.com

3) Taking Pre-Orders for **Montevallo Pecan Sale** / one pound bag of fresh shelled pecans \$15.00 each / deadline Oct. 18 with a pick-up date before Thanksgiving. Benefits the Montevallo Community Grant Fund

4) Montevallo Chamber will be at **National Night Out** on Tues Oct 22nd, 5:30-7:30pm, Pecan Grove on Island St. with prizes, free popcorn and Barney!

5) **Montevallo Hometown Halloween** Thurs. Oct. 31st 3:30-5pm Downtown

6) Mark you calendar for the **2024 Montevallo Christmas Parade** on Thursday Dec. 5th @ 6pm Registration packet is available at city hall, by emailing montevallochamber@gmail.com or chamber website <https://www.montevallochamberofcommerce.com/christmas-parade>



Adele Nelson

Executive Director

Montevallo Chamber of Commerce

P.O. Box 270 Montevallo, AL 35115

205.665.1519 office

www.montevallocc.com

**RESOLUTION
OF THE
MONTEVALLO PLANNING AND ZONING COMMISSION**

Case No. SP24-012

Central Machine and Fabrication Site Development Plan

WHEREAS, Jason Picklesimer, Wayne Davis Construction, on behalf of T & S Holdings, LLC, property owner, has petitioned the City of Montevallo for approval of a site development plan to construct a 9,6000 square foot warehouse on a site currently used for open storage; and,

WHEREAS, the subject property is zoned M-1, Light Industrial District, and located at 167 Spring Drive, approximately 600 feet east and north of the intersection with Highway 73, (Parcel IDs 58-36-2-04-4-001-023.000); and,

WHEREAS, the construction of the warehouse constituted a 25 percent or larger expansion to the existing site and required a site development plan for review by the Montevallo Planning & Zoning Commission for a recommendation to the City Council; and,

WHEREAS, the Montevallo Arbor and Beautification Board reviewed the August 6, 2024 development plan and recommended approval with no additional landscape requirements in an established industrial area; and,

WHEREAS, the Montevallo Water Works and Sewer Board had determined the plan met the minimum requirements of the *Montevallo Water Works and Sewer Board Standard Specifications*; and,

WHEREAS, the addition of a truck well with construction will allow offloading of materials to occur outside of the city right-of-way; and,

WHEREAS, the City Engineer has reviewed the proposed site development plan and found it in compliance with the *Montevallo Zoning Regulations*; and,

NOW, THEREFORE, BE IT RESOLVED by the Montevallo Planning and Zoning Commission that the request from Jason Picklesimer, Wayne Davis Construction, on behalf of T & S Holdings, LLC, property owner, for a site development plan to construct a 9,6000 square foot warehouse on a site currently used for open storage and located at 167 Spring Drive, approximately 600 feet east and north of the intersection with Highway 73, (Parcel IDs 58-36-2-04-4-001-023.000) be and the same hereby recommends **APPROVAL** subject to the following conditions:

- Approval by the Montevallo City Council; and
- Three copies of the approved site plan must be submitted for certification prior to the issuance of building permits; and
- Compliance with the regulations, policies, and guidelines of the City of Montevallo.

**STATE OF ALABAMA
SHELBY COUNTY**

I, Steve Gilbert, technical advisor to the Montevallo Planning and Zoning Commission, do hereby certify that the above is a true and correct copy of a resolution adopted by the Montevallo Planning and Zoning Commission at its meeting held on September 19, 2024.

GIVEN UNDER MY HAND on this the 20th day of September, 2024.


 Steve Gilbert, Clerk/Treasurer, City of Montevallo



Resolution 10142024-501

WHEREAS, Resolution 09121022-500, authorized BFI Waste Services, LLC dba: Republic Services of Birmingham to perform the solid waste collection, disposal and treatment, including residential garbage, (trash), within the corporate limits of the City of Montevallo, Alabama for a period not to exceed three (3) years, beginning October 1, 2022 and ending September 30, 2025 and,

WHEREAS, the terms of the contract agreement between BFI Waste Services, LLC dba: Republic Services of Birmingham and the City of Montevallo allow for an adjustment of collection rates based on the greater of a 3 percent or the percentage increase in the Consumer Price Index Average for Water, Sewer and Trash Collection 12 month average and,

WHEREAS, BFI Waste Services, LLC dba: Republic Services of Birmingham has notified the Office of the Mayor of the City of Montevallo in writing of an increase based on the Consumer Price Index Average and,

WHEREAS, the new rate for Collection Services shall take effect October 1, 2024 and

WHEREAS, the City of Montevallo shall provide leaf, limb, and yard debris collection and disposal as a separate service to its residents and,

WHEREAS, the City of Montevallo shall provide recycling services at its facility located at 1120 Overland Road as a separate service to its residents,

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

Section 1. That rates for solid waste collection, disposal and treatment, leaf, limb, and yard debris collection and disposal, and recycling services be billed to residents in the amount of Thirty-two dollars and 25 cents (32.25) per residence and that the Montevallo Water and Sewer Board is authorized to bill and collect said fees on behalf of the City of Montevallo.

Section 2. This Resolution shall take effect immediately upon publication hereof as provided by law.

ADOPTED AND APPROVED THIS 14th DAY OF October, 2024.

Signed:

Attest:

Rusty Nix
Mayor

Steve Gilbert
City Clerk / Treasurer



City of Montevallo
541 Main Street
Montevallo, Al. 35115

Dear Mayor Nix,

It has been our pleasure to provide Garbage service to the citizens of the City of Montevallo and we look forward to a continued partnership with you and the City for many years to come.

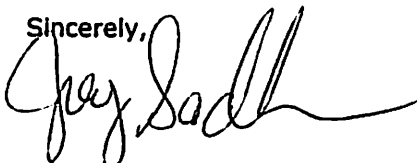
The current Contract which governs the service we provide has provisions for modification of rates:

Annual Rate Adjustments. Contractor may increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in an amount equal to the greater of (a) three (3%) percent or (b) the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI.

Attached is the CPI from the Bureau of Labor. Rate adjustment is as follows:

Old Rate \$20.99 x 1.054 = New Rate \$22.12

Please accept this letter as our written notice of this change effective 10-1-24. If you have any questions, please don't hesitate to contact me at 205-902-2812.

Sincerely,


Joy Sadler
Republic Services
Manager of Municipal Services

Cc Steve Gilbert



Resolution 10142024-842

A Resolution Declaring the Building and Associated Undeveloped Land Located at 555 and 545 Main Street as Surplus City Property

WHEREAS, the City of Montevallo, the University of Montevallo, Shelby County, the Montevallo Development Cooperative District and 58 Inc., have actively explored opportunities to enhance economic development within the downtown area, and have determined that locating a new hotel in the area will promote tourism and commerce, bolster lodging and similar tax revenues, stimulate commercial and retail development, and improve the overall quality of life for the citizens of Montevallo; and

WHEREAS, the City of Montevallo owns fee simple title to certain real property located in downtown Montevallo, a building and land, more particularly described in Exhibit A, attached hereto, (the "Site"), and has determined that due to its location and configuration the Site's highest and best use to the public is to serve as the site for a new hotel; and

WHEREAS, the City of Montevallo after completing the necessary requirements set forth by the Alabama Department of Environmental Management (ADEM) through the Voluntary Clean-up Program (VCP) have obtained the necessary Environmental Covenants regarding the aforementioned property; and

WHEREAS, the City of Montevallo and Shelby County have reached an agreement with COBBLESTONE HOTEL DEVELOPMENT, LLC, a Wisconsin limited liability company (the "Company"), to construct on the Site an approximately 54 overnight room hotel (the "Hotel") to be operated as a Cobblestone Inn and Suites (the "Hotel Flag"); and

WHEREAS, the agreement of the City to convey the (Site) to the Company, described in Appendix A, is determined by the City to be in the public interest and is being made under and in furtherance of any power and authority authorized by Amendment 772 to the Constitution of Alabama of 1901, recodified as Section 94.01 of the Constitution of Alabama ("Amendment 772"), and the City has determined that the expenditure of public funds and use of public property for the purposes herein specified will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities;

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

Section 1. That the Council hereby declares the certain real property, building and land, described in Appendix A, as surplus City property.

Section 2. That the certain real property, as described in Appendix A, shall be conveyed to Cobblestone Hotel Development, LLC, (the "Company"), for the aforementioned purpose of constructing a Hotel.

Section 3. That the certain real property, (Appendix A) is being transferred with the Environmental Covenants as set forth in Appendix B and attached hereto.

Section 4. That the structure currently standing on the (Site) be demolished and removed for construction of the aforementioned (Hotel).

ADOPTED AND APPROVED THIS 14th DAY OF October 2024.

Signed:

Attest:

Rusty Nix, Mayor

Steve Gilbert, City Clerk

RESOLUTION NO. 10142024-468

BE IT RESOLVED by the Mayor and the City Council (the "Council") of the **CITY OF MONTEVALLO, ALABAMA** (the "City" or "Montevallo"), as follows:

Section 1. Findings. The Council has ascertained and does hereby find and declare as follows:

WHEREAS, for several years the City has examined and developed strategies to improve public services and enhance the prosperity, contentment, and general welfare of the City, and through such efforts the City has determined it to be necessary and desirable to foster the location of a new hotel in the downtown core of the City; and

WHEREAS, the City owns fee simple title to certain real property located in downtown Montevallo more particularly described on Exhibit A to the Hotel Development Agreement hereinafter authorized (the "Site"), and has determined that due to its location and configuration the Site's highest and best use to the public is to serve as the site for a new hotel; and

WHEREAS, Cobblestone Hotel Development, LLC (the "Company") has approached the City with plans to construct on the Site an approximately 54 overnight room hotel (the "Hotel") to be operated as a Cobblestone Inn and Suites (the "Hotel Flag"); and

WHEREAS, the Company and the City have determined that the Site will be conveyed to the Company in exchange for the sum of \$525,000, which such amount shall be held in a special account defined as the "Escrow Account" in the Hotel Development Agreement and released to the Company in stages through completion of the Hotel on the Site, all as more particularly described and set forth in the Hotel Development Agreement; and

WHEREAS, the Company has reported to the City that, due to rising construction and labor costs and certain public infrastructure improvements required in connection with the Hotel, it is not be feasible to construct and develop the Hotel as described in the Hotel Development Agreement without certain payments from the City more particularly described in the Hotel Development Agreement; and

WHEREAS, the City has determined it necessary, wise and in the public interest to foster development of the Hotel by agreeing to share a portion of its receipts of local lodging taxes collected from the operations of the Hotel, which such payments would be made over a period of approximately five (5) years and aggregating an amount of not to exceed \$500,000; and

WHEREAS, the City expects the Hotel to substantially expand and enhance the prosperity, contentment, and general welfare of the City and its citizens

by, among other things, (i) aiding in the elimination and remediation of blight and similar elements resulting from underuse of the Site; (ii) promoting enhancement and adaptive reuse of a high-visibility area of the City; (iii) helping improve the appearance and vibrancy of an underutilized area of the City, including (among other things) through the covenants contained in the Hotel Development Agreement respecting construction and operation of the Hotel; (iv) bringing substantial commercial activity to an underutilized area and fostering the use and development of underutilized commercial properties around the Site; (v) expanding commercial activity within the City; (vi) facilitating the growth and development of commercial sites and developments around the Site; (vii) supporting and expanding industrial and economic development within the City; (viii) expanding jobs and employment opportunities within the City; and (ix) achieving certain public objectives identified and outlined in the July 16, 2020 Comprehensive Plan (which includes, among other things, the need to recruit and develop a hotel in the downtown area of the City); and

WHEREAS, the agreement of the City to convey the Site to the Company and to make the payments to the Company herein described is determined by the City to be in the public interest and is being made under and in furtherance of any power and authority authorized by Amendment 772 to the Constitution of Alabama of 1901, recodified as Section 94.01 of the Constitution of Alabama of 2022 ("Amendment 772"), and the City has determined that the expenditure of public funds and use of public property for the purposes specified herein and in the Hotel Development Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and

Section 2. Authorization of Hotel Development Agreement. The Mayor of the City (the "Mayor") and the City Clerk of the City (the "City Clerk") are each hereby authorized to execute and deliver, for and on behalf of the City, the Hotel Development Agreement between the City, the Company, and Shelby County, Alabama, in substantially the form attached as Appendix I hereto, with such changes thereto as the Mayor or the City Clerk (each herein authorized to act on behalf of the City for such purposes), as the case may be, shall determine to be necessary or desirable (the "Hotel Development Agreement"). The Mayor and the City Clerk are each hereby further authorized to execute, seal, attest and deliver such amendments to the Hotel Development Agreement, and to execute, seal, attest, and deliver such other instruments, notices, documents, certificates, and agreements and to take such other actions by and on behalf of the City, as may be necessary or desirable to fulfil the transactions contemplated by the Hotel Development Agreement and to cause the completion of the Hotel on the Site.

Section 3. Authorization of Conveyance of Site and Conveyance Deed; Declaration of Public Interest. The Mayor and the City Clerk are each hereby authorized to execute and deliver, for and on behalf of the City, a deed conveying the Site to the Company at such time and as provided and set forth in the Hotel Development Agreement, and which such deed shall be in substantially the form attached as Exhibit B to the Hotel Development Agreement, with such changes thereto as the Mayor or the City Clerk, as the case may be, shall determine to be necessary or desirable (the "Deed"). The Mayor and the City Clerk are each hereby further

authorized to execute, seal, attest and deliver such amendments, modifications, restatements, replacements, and other changes to the Deed, and to execute, seal, attest and deliver such other instruments, notices, documents, certificates and agreements and take such other actions by and on behalf of the City, as may be necessary or desirable to consummate the transactions contemplated by the Hotel Development Agreement and the Deed and respecting development of the Hotel on the Site. The City hereby determines that the conveyance of the Site to the Company as described in the Hotel Development Agreement and pursuant to the Deed is in the public interest.

ADOPTED this 14th day of October, 2024.

Mayor
City Council

[SEAL]

ATTEST:

City Clerk

APPENDIX I
FORM OF HOTEL DEVELOPMENT AGREEMENT

HOTEL DEVELOPMENT AGREEMENT

THIS HOTEL DEVELOPMENT AGREEMENT (this "Agreement") is hereby made and entered into on October _____, 2024 (the "Effective Date") by and between the **CITY OF MONTEVALLO**, an Alabama municipal corporation (the "City" or "Montevallo"), **SHELBY COUNTY**, a political subdivision of the State of Alabama acting by and through its governing body, the Shelby County Commission (the "County"), and **COBBLESTONE HOTEL DEVELOPMENT, LLC**, a Wisconsin limited liability company (the "Company"). The County and the City are hereinafter sometimes referred to, collectively, as the "Local Governments". Each of the City, the County and the Company are sometimes herein referred to individually as a "Party", and, collectively, as the "Parties."

RECITALS

WHEREAS, for several years the City has explored opportunities to enhance economic development within its downtown area, and has determined that locating a new hotel in the area will promote tourism and commerce, bolster lodging and similar tax revenues, stimulate commercial and retail development, and improve the overall quality of life for the citizens of Montevallo; and

WHEREAS, the City owns fee simple title to certain real property located in downtown Montevallo more particularly described on Exhibit A hereto (the "Site"), and has determined that due to its location and configuration the Site's highest and best use to the public is to serve as the site for a new hotel; and

WHEREAS, the Company has approached the City with plans to construct on the Site an approximately 54 overnight room hotel (the "Hotel") to be operated as a Cobblestone Inn and Suites (the "Hotel Flag"); and

WHEREAS, the Company and the City have determined that the Site will be conveyed to the Company in exchange for the sum of \$525,000, which such amount shall be held in the Escrow Account hereinafter described and released (together with interest earnings thereon) to the Company in stages through the completion of the Hotel on the Site, all as more particularly described and set forth herein; and

WHEREAS, the Company has reported to the Local Governments that, due to rising construction and labor costs and certain public infrastructure improvements required in connection with the Hotel, it is not be feasible to construct and develop the Hotel as herein described without the payments from each of the Local Governments described herein; and

WHEREAS, each of the City and the County has determined it necessary, wise and in the public interest to incentivize development of the Hotel by agreeing to share a portion of its receipts of local lodging tax collected by such entity from the operations of the Hotel, which such payments would be made over a period of approximately five (5) years, all as more particularly set forth and described herein; and

WHEREAS, the Company understands and acknowledges that the Hotel will enable the Governmental Entities to achieve the public benefits herein described only if the Company adheres to certain conditions respecting Hotel aesthetic design, all as more particularly described herein; and

WHEREAS, each of the City and the County expects the Hotel to substantially expand and enhance the prosperity, contentment, and general welfare of the City, the County and their respective residents by, among other things, (i) aiding in the elimination and remediation of blight and similar elements resulting from underuse of the Site; (ii) promoting enhancement and adaptive reuse of a high-visibility area of the City and the County; (iii) helping improve the appearance and vibrancy of an underutilized area of the City and the County, including (among other things) through the covenants contained in the Hotel Development Agreement respecting construction and operation of the Hotel; (iv) bringing substantial commercial activity to an underutilized area and fostering the use and development of underutilized commercial properties around the Site; (v) expanding commercial activity within the City and the County; (vi) facilitating the growth and development of commercial sites and developments around the Site; (vii) supporting and expanding industrial and economic development within the City and the County; (viii) expanding jobs and employment opportunities within the City and the County; and (ix), as respects the City, achieving certain public objectives identified and outlined in the July 16, 2020 Comprehensive Plan (which includes, among other things, the need to recruit and develop a hotel in the downtown area of the City); and

WHEREAS, the agreement of the City to convey the Site to the Company and make the payments to the Company herein described is determined by the City to be in the public interest and is being made under and in furtherance of any power and authority authorized by Amendment 772 to the Constitution of Alabama of 1901, recodified as Section 94.01 of the Constitution of Alabama of 2022 ("Amendment 772"), and the City has determined that the expenditure of public funds and use of public property for the purposes herein specified will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and

WHEREAS, the agreement of the County to make the payments to the Company herein described is determined by the County to be in the public interest and is being made under and in furtherance of any power and authority authorized by Amendment 772, and the County has determined that the expenditure of public funds and use of public property for the purposes herein specified will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities;

NOW, THEREFORE, for and in consideration of the foregoing premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, agree and bind themselves as follows:

ARTICLE I
REPRESENTATIONS AND WARRANTIES

Section 1.1 Representations and Warranties of the City. The City makes the following representations, warranties and findings:

(a) The City is duly organized as a municipal corporation under the laws of the State of Alabama and by action of its governing body has duly authorized the execution, delivery and performance of this Agreement.

(b) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by City, violates, constitutes a default under or a breach of any agreement, instrument, contract, mortgage, indenture or other agreement to which the City is a party or to which the City or its assets or properties are subject.

(c) There is not now pending nor, to the knowledge of the City, threatened, any litigation affecting the City which questions (i) the validity or organization of the City, (ii) the members, titles or positions of the members of the governing body or the manner in which the officers of the City are selected or (iii) the subject matter of this Agreement.

Section 1.2 Representations and Warranties of the County. The County makes the following representations, warranties and findings:

(a) The County is a political subdivision of the State of Alabama, and by action of its governing body has duly authorized the execution, delivery and performance of this Agreement.

(b) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the County, violates, constitutes a default under or a breach of any agreement, instrument, contract, mortgage, or indenture to which the County is a party or to which the County or its assets or properties are subject.

(c) There is not now pending nor, to the knowledge of the County, threatened, any litigation affecting the County which questions (i) the validity or organization of the County, (ii) the members, titles or positions of the members of the governing body or the manner in which the officers of the County are selected, or (iii) the subject matter of this Agreement.

Section 1.3 Representations and Warranties of the Company.

The Company hereby makes the following representations, warranties and findings:

(a) The Company is duly organized and validly existing as a limited liability company under the laws of the State of Alabama and has duly authorized its execution, delivery and performance of this Agreement.

(b) Neither the execution and delivery of this Agreement, nor the performance hereof, by the Company requires any consent of, filing with or approval of, or notice to, or hearing

with any person or entity (including, but not limited to, any governmental or quasi-governmental entity) except for such consents, filings, notices and hearings described herein or already held or maintained.

(c) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the Company, violates, constitutes a default under or a breach of the Company's certificate of formation, operating agreement or other organizational documents of the Company or any agreement, instrument, contract, mortgage or indenture to which the Company is a party or to which the Company or its assets are subject.

(d) There is not now pending nor, to the knowledge of the Company, threatened, any litigation affecting the Company which questions (i) the validity or organization of the Company, (ii) the titles or positions of the members of the Company or its officers or the manner in which they are elected or (iii) the subject matter of this Agreement.

ARTICLE II

DUE DILIGENCE; RENDERINGS AND BUILDING MATERIALS

Section 2.1 Due Diligence Period. Upon execution and delivery of this Agreement, the Company shall have a period of time of not to exceed three hundred sixty-five (365) days from the Effective Date (the "Due Diligence Period") to conduct due diligence respecting the Site. The Company shall bear the costs of any environmental assessment, title examination or insurance, surveys, and other diligence that the Company shall elect to conduct on or respecting the Site. The Company shall not interrupt existing City or other permitted activities on the Site as it conducts its due diligence of the Site. The Company shall have the right during the Due Diligence Period to elect not to proceed with the Hotel if due diligence of the Site by the Company reveals defects in the Site or other issues that in the Company's sole judgment make the Site unsuitable for the Hotel. The Company shall have through the close of the Due Diligence Period to notify the City in writing whether it desires to proceed with the Hotel (which such writing may be, but shall not be required to be, accomplished, in addition to other written means, through the submission of the Proposed Renderings and Building Materials described below). If the Company elects not to proceed with the Hotel as aforesaid then this Agreement shall terminate and the Parties shall have no obligations to one another.

Section 2.2 Proposed Renderings and Building Materials; Final Renderings and Building Materials. (a) Following the Due Diligence Period, if the Company determines to proceed with the Hotel, the Company shall submit to the City renderings of the front, back and side portions of the Hotel, along with a description of the exterior materials and colors that are to be used for the Hotel (which the City desires to reflect those of existing downtown buildings) (collectively, the "Proposed Renderings and Building Materials").

(b) The Mayor (acting by and on behalf of the City) shall review the Proposed Renderings and Building Materials in a reasonably timely manner and shall have a period of not more than fifteen (15) days from actual receipt of the Proposed Renderings and Building Materials to either approve the same in writing or provide written comments outlining the reasons for rejection of the Proposed Renderings and Building Materials. If the Mayor (acting by and on

behalf of the City) rejects the Proposed Renderings and Building Materials, the Company shall have a reasonable period of time to revise the Proposed Renderings and Building Materials to be responsive to such written comments, and the process set forth herein for consideration of the Proposed Renderings and Building Materials, as so revised, by the Mayor (acting by and on behalf of the City) for approval shall also apply to any such revised Proposed Renderings and Building Materials.

(c) If the Mayor (acting by and on behalf of the City) approves the Proposed Renderings and Building Materials, then the same shall become the final renderings for the Hotel (the "Renderings and Building Materials"). The Renderings and Building Materials shall not be changed or modified in any material respect without the prior written consent of the City (with the Mayor acting by and on behalf of the City for such purpose).

(d) If the Proposed Renderings and Building Materials are not approved as aforesaid, the Parties shall have no further obligation to one another hereunder, and this Agreement shall terminate and be of no further force or effect.

Section 2.3 Demolition of Existing Structure. The City shall have a period of not to exceed one hundred twenty (120) days following finalization of the Renderings and Building Materials to demolish or cause to be demolished the existing structure on the Site, and have the demolished structure removed from the Site. If the City has not demolished or caused to be demolished the existing structure as aforesaid, the Parties shall have no further obligation to one another hereunder, and this Agreement shall terminate and be of no further force or effect.

ARTICLE III

NON-ENCUMBRANCE; CONVEYANCE OF THE SITE; ESCROW ACCOUNT

Section 3.1 Non-Encumbrance. The City agrees that prior to the conveyance of the Site to the Company pursuant to Section 3.2 hereof and pursuant to the Conveyance Deed, it will not sell, convey, assign, lease or otherwise encumber the Site.

Section 3.2 Conveyance of the Site. Upon satisfaction of all of the following conditions (i) through (vi) in this Section 3.2, the City shall convey to the Company fee simple title to the Site pursuant to a quitclaim deed in the form set forth on Exhibit B hereto, with such changes thereto as the Mayor (acting on behalf of the City) shall deem necessary or desirable and in furtherance of the terms and intentions of this Agreement; which such deed shall contain a restriction, for the benefit of the City, limiting development on the Site to a not less than 54 room hotel operated by the Company or such other operator as allowed hereunder or approved in writing by the City (the "Conveyance Deed"):

(i) the Renderings and Building Materials have been finalized and approved by the Mayor (acting by and on behalf of the City) pursuant to Section 2.2 hereof,

(ii) the Company shall have caused final architectural and engineering plans to be developed for the Hotel (the "Architectural Plans"),

(iii) the Company shall have provided evidence to the City of having incurred at least \$250,000 in soft costs paid to third parties relating to the Hotel including, without limitation, the costs of the Architectural Plans, renderings, environmental diligence, geotechnical reports, plan and costs reviews, viability studies, appraisal fees, financing fees, and legal fees respecting the Hotel,

(iv) the Company shall have obtained a final building permit and all other approvals required to Commence Construction (hereinafter defined) of the Hotel,

(v) the Company shall delivered to the City a final, executed franchise or similar agreement between the Company and the owner of the Hotel Flag, and

(vi) satisfaction of the obligations of the City pursuant to Section 2.3 hereof.

Section 3.3 As-Is Basis. The Site will be conveyed by the City on an "as-is" basis, and the City makes no representation or warrant concerning the Site, any conditions or other elements that may be on the Site, title to the Site or the suitability of the Site for the Hotel, it being the understanding of the Parties that the Company shall be solely responsible for evaluating the condition, title and suitability of the Site for the Hotel. The Company shall be solely responsible for obtaining any and all title insurance coverage desired by the Company with respect to the Site.

Section 3.4 Purchase Price; Establishment of Escrow Account. Simultaneously with the delivery of fee simple title to the Site, the Company shall remit and pay to the City the sum of \$525,000 (the "Purchase Price"). The Purchase Price shall be deposited and held in a special account established in the name of the City at a financial institution mutually agreeable to the Company and the City and held therein in escrow pending withdrawal of the same as set forth in Section 4.2 hereof.

ARTICLE IV **THE HOTEL**

Section 4.1 Development of the Hotel. (a) The Company hereby covenants and agrees to design, develop and construct the Hotel substantially in accordance with the Renderings and Building Materials, and upon completion of the Hotel, the Company shall cause the Hotel to be operated under the Hotel Flag.

(b) The Company hereby covenants and agrees to use its good faith efforts to Commence Construction of the Hotel within two (2) years of the date of the Conveyance Deed (the "Commencement Deadline"), and to Complete Construction of the Hotel within three (3) years of the date of the Conveyance Deed (the "Completion Deadline"). If due to the occurrence of a Force Majeure Event the Company is not able to Commence Construction by the Commencement Deadline or to Complete Construction of the Hotel by the Completion Deadline, then for each day of the Force Majeure Event each such deadline shall be extended by one day to

address such condition before the Company shall be considered in default of such obligation; provided (i) at the time of the Force Majeure Event the Company is claiming or anticipating, the Company shall have first provided written notice to the City containing: (1) a description of the Force Majeure Event, (2) an explanation of how the Company anticipates such event will affect the Company's ability to timely perform such obligations, (3) the actions the Company plans to undertake in order to address the conditions caused by the Force Majeure Event, and (4) an estimate of how long the Company anticipates the Force Majeure Event will delay its ability to Commence Construction and/or Complete Construction, as the case may be, of the Hotel; and (ii) in no event shall the Company have more than six (6) years from the Effective Date to Complete Construction of the Hotel.

(c) As used in this Agreement,

"Commence Construction," "Commencement of Construction" and "Commenced Construction" shall be deemed to have occurred at such time as the Company has received all permits required for the construction of the Hotel and the Company shall have caused to be poured and completed the footings and foundations for the Hotel;

"Complete Construction," "Completion of Construction" and "Completed Construction" shall be deemed to have occurred at such time as all of the following requirements are satisfied: (i) the Company's architect delivers to the City a certification that construction of the Hotel has been completed with the exception of minor punch list items and insubstantial details of construction, mechanical adjustment or decoration, in substantial accordance with the Renderings and Building Materials, (ii) the Company shall have obtained a certificate of occupancy for the Hotel, and (iii) the Hotel is open to the public for business and operating under the Hotel Flag; and

"Force Majeure Event" shall mean and include a material matter beyond the reasonable control of the Company (excluding unfavorable economic conditions), including acts of God, including without limitation earthquakes, fire, floods, tornadoes, hurricanes, and extreme weather conditions (but not including normal seasonal inclement weather), acts of terrorism, epidemics (including continuations), pandemics (including continuations), quarantine restrictions, supply-chain delays, freight embargos, third-party litigation against the Company not instituted by the City, and national financial crises that limit normal extensions of credit to the Company for the Hotel.

Section 4.2 Release of Funds in Escrow. (a) At such time as the Company shall have Commenced Construction of the Hotel substantially in accordance with the Renderings and Building Materials, the City shall withdraw and remit to the Company thirty-three percent (33%) of the funds then on deposit in the Escrow Account.

(b) At such time as the Company has completed the Shell of the Hotel substantially in accordance with the Renderings and Building Materials (i.e., reflecting the footprint for vertical

construction of the Hotel as shown in the Renderings and Building Materials), the City shall withdraw and remit to the Company fifty percent (50%) of the funds then on deposit in the Escrow Account. As used herein, "Shell of the Hotel" shall mean the foundation, framing, siding, roofing, and installation of all exterior windows, doors, and other entrances and exits of the Hotel.

(c) At such time as the Company shall have Completed Construction of the Hotel substantially in accordance with the Renderings and Building Materials, then all funds remaining on deposit in the Escrow Account shall be withdrawn and remitted to the Company.

(d) If the Company does not Complete Construction of the Hotel substantially in accordance with the Renderings and Building Materials by the tenth (10th) anniversary of the Effective Date, then all funds then on deposit in the Escrow Account shall be withdrawn and remitted to the City and forever remain funds of the City.

Section 4.3 Additional Obligations. (a) All construction activities regarding any portion of the Site shall be conducted in compliance with all applicable laws, ordinances, rules and regulations of any governmental authority, including, without limitation, all applicable licenses, permits, building codes, restrictive covenants, zoning and subdivision ordinances and flood, disaster and environmental protection laws. The Company shall cause any architect, general contractor, subcontractor or other business performing any work in connection with the construction of the Hotel or any other improvements on the Site to obtain all necessary permits, licenses and approvals to construct the same. It is understood and acknowledged that the Local Governments will not waive any fees, access fees or related expenses for any permits, licenses or approvals that must be obtained from them or any other governmental authority in connection with construction or operation of the Hotel. The City's approval of the Renderings and Building Materials shall not be deemed an approval or waiver of any compliance by the Company or the Hotel with any such applicable laws. The Local Governments shall have no costs whatsoever concerning the Site and the Hotel, and the Company shall pay all ad valorem taxes and assessments, utilities and insurance, and shall be responsible for all maintenance, operation, upkeep and repair of the Hotel.

Section 4.4 Good Standing. The Company, and any affiliate thereof, shall maintain its good standing within the Local Governments and shall at all times during the term of this Agreement be in compliance with all applicable laws, ordinances, rules and regulations of the Local Governments and, further, shall be current in payment of any and all taxes, fees and other charges imposed by the Local Governments.

ARTICLE V **CITY PAYMENTS**

Section 5.1 Payment Obligations of the City; City Derived Taxes.

(a) If the Company has Completed Construction of the Hotel substantially in accordance with the Renderings and Building Materials by the Completion Deadline, then the City shall make certain payments to the Company (such payments, collectively, the "City Payments") solely out of City Derived Taxes collected by the City as described in Section 5.2 hereof, over a

period from the City Payments Commencement Date (hereinafter defined) through the close of the Payment Period (hereinafter defined), aggregating not more than \$500,000 (the "Maximum City Payment Amount").

(b) City Payments owed to the Company shall be due and submitted by the City no later than the fifteenth (15th) day of the second calendar month following each Fiscal Quarter (as defined below) during the term of this Agreement.

(c) The Company understands, acknowledges, and agrees that City Derived Taxes shall be the sole source of the City Payments to be made under this Agreement, and that no other funds of the City shall be used for payment of any obligation of the City under this Agreement.

(d) Anything in the foregoing or otherwise in this Agreement to the contrary notwithstanding, whether express or implied, the City shall not be obligated to make any City Payments to the Company during the City Payment Period if (i) the Company has not Completed Construction of the Hotel by the Completion Deadline, (ii) the Hotel is not being operated under the Hotel Flag, or (iii) the Company is in default or there is existing a Company Event of Default hereunder that is continuing beyond any cure period expressly applicable to the same.

Section 5.2 Certain Defined Terms. The following terms shall have the following meaning as used in this Article V:

(a) "Applicable Percentage" shall mean (i) during the first 36 months from the Hotel Opening Date, 100%, (ii) for months 37 through 48 from the Hotel Opening Date, 60%, and (iii) for months 49 through 60 from the Hotel Opening Date, 40%.

(b) "City Derived Taxes" shall mean the Applicable Percentage of the net proceeds of the City Lodging Tax realized upon and charged to overnight occupants of the Hotel.

(c) "City Lodging Tax" shall mean the lodging tax collected by the City and levied at the rate of 5.00%, and excluding any increases of the rate of the said lodging tax beyond 5.00%; provided, City Lodging Tax shall not include any other collections by the City in the form of set room fees or other overnight fees, penalties, fees, interest, or similar items referable to the said lodging tax or charges for lodgings in the City.

(d) "City Payment Period" shall be a period of time commencing upon the Hotel Opening Date and ending on the earliest to occur of (i) the 5th anniversary of the Hotel Opening Date, (ii) such date as the City shall have paid the Company \$500,000 in City Payments, or (iii) such date as this Agreement shall have been terminated in accordance with the terms hereof or otherwise by the Parties hereto.

(e) "City Payments Commencement Date" shall mean the

first day of the Fiscal Quarter immediately following the Hotel Opening Date.

(f) "Fiscal Quarter" shall mean any period of three consecutive months beginning on October 1, January 1, April 1, or July 1, as the case may be.

(g) "Hotel Opening Date" shall mean such date as the Hotel has been Completed and first serves customers by providing overnight accommodations to the public.

Section 5.3 No Obligation of County for City Payments. The Parties hereto understand, acknowledge and agree that the obligation of the City to make the City Payments is the sole obligation of the City, and the County shall have no obligation whatsoever to make, remit or pay any of the City Payments to the Company (or otherwise).

ARTICLE VI **COUNTY PAYMENTS**

Section 6.1 Payment Obligations of the County; County Derived Taxes.

(a) If the Company has Completed Construction of the Hotel substantially in accordance with the Renderings and Building Materials by the Completion Deadline, then the shall make certain payments to the Company (such payments, collectively, the "County Payments") solely out of County Derived Taxes collected by the County as described in Section 6.2 hereof, over a period from the County Payments Commencement Date (hereinafter defined) through the close of the Payment Period (hereinafter defined), aggregating not more than \$150,000 (the "Maximum County Payment Amount").

(b) County Payments owed to the Company shall be due and submitted by the County no later than the fifteenth (15th) day of the second calendar month following each Fiscal Quarter (as defined below) during the term of this Agreement.

(c) The Company understands, acknowledges, and agrees that County Derived Taxes shall be the sole source of the County Payments to be made under this Agreement, and that no other funds of the County shall be used for payment of any obligation of the County under this Agreement.

(d) Anything in the foregoing or otherwise in this Agreement to the contrary notwithstanding, whether express or implied, the County shall not be obligated to make any County Payments to the Company during the County Payment Period if (i) the Company has not Completed Construction of the Hotel by the Completion Deadline, (ii) the Hotel is not being operated under the Hotel Flag, or (iii) the Company is in default or there is existing a Company Event of Default hereunder that is continuing beyond any cure period expressly applicable to the same.

Section 6.2 Certain Defined Terms. The following terms shall have the following meaning as used in this Article VI:

(a) "Applicable Percentage" shall mean (i) during the first 36 months from the Hotel Opening Date, 50%, (ii) for month 37 through 48 from the Hotel Opening Date, 30%, and (iii) for months 49 through 60 from the Hotel Opening Date, 20%.

(b) "County Derived Taxes" shall mean the Applicable Percentage of the net proceeds of the County Lodging Tax realized upon and charged to overnight occupants of the Hotel.

(c) "County Lodging Tax" shall mean the lodging tax collected by the County and levied at the rate of 5.00%, and excluding any increases of the rate of the said lodging tax beyond 5.00%; provided, County Lodging Tax shall not include any other collections by the County in the form of set room fees or other overnight fees, penalties, fees, interest, or similar items referable to the said lodging tax or charges for lodgings in the County.

(d) "County Payment Period" shall be a period of time commencing upon the Hotel Opening Date and ending on the earliest to occur of (i) the 5th anniversary of the Hotel Opening Date, (ii) such date as the County shall have paid the Company \$150,000 in County Payments, or (iii) such date as this Agreement shall have been terminated in accordance with the terms hereof or otherwise by the Parties hereto.

(e) "County Payments Commencement Date" shall mean the first day of the Fiscal Quarter immediately following the Hotel Opening Date.

(f) "Fiscal Quarter" shall mean any period of three consecutive months beginning on October 1, January 1, April 1, or July 1, as the case may be.

(g) "Hotel Opening Date" shall mean such date as the Hotel has been Completed and first serves customers by providing overnight accommodations to the public.

Section 6.3 No Obligation of City for County Payments. The Parties hereto understand, acknowledge and agree that the obligation of the County to make the County Payments is the sole obligation of the County, and the City shall have no obligation whatsoever to make, remit or pay any of the County Payments to the Company (or otherwise).

ARTICLE VII
EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default by the City.

(a) Any one or more of the following shall constitute an event of default under this Agreement by the City (herein called a "City Event of Default") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) A petition or answer is filed by the City proposing the adjudication of the City as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within sixty (60) days; or

(ii) Failure by the City to perform or observe any of its agreements or covenants contained in this Agreement, which failure shall have continued for a period of thirty (30) calendar days after written notice thereof from the Company, unless (A) the Company shall agree in writing to an extension of such period prior to its expiration, or (B) during such thirty (30) day period or any extension thereof, the City has commenced and is diligently pursuing appropriate corrective action.

(b) If a City Event of Default exists, the sole and exclusive remedy of the Company shall be mandamus for performance of the City's obligations hereunder. The Company shall not be entitled to any other damages whatsoever, including, without limitation, incidental or consequential damages, whether arising at law or in equity.

Section 7.2 Events of Default by the County.

(a) Any one or more of the following shall constitute an event of default under this Agreement by the County (herein called a "County Event of Default") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) A petition or answer is filed by the County proposing the adjudication of the County as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within sixty (60) days; or

(ii) Failure by the County to perform or observe any of its agreements or covenants contained in this Agreement, which failure shall have continued for a period of thirty (30) calendar days after written notice thereof from the Company, unless (A) the Company shall agree in writing to an extension of such period prior to its expiration, or (B) during such thirty (30) day period or any extension thereof, the County has commenced and is diligently pursuing appropriate corrective action.

(b) If a County Event of Default exists, the sole and exclusive remedy of the Company shall be mandamus for performance of the County's obligations hereunder. The Company shall not be entitled to any other damages whatsoever, including, without limitation, incidental or consequential damages, whether arising at law or in equity.

Section 7.3 Events of Default by the Company.

(a) Any one or more of the following shall constitute an event of default under this Agreement by the Company (herein called a "Company Event of Default") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) at any time prior to the completion by Company of its obligations hereunder, the Company is dissolved or liquidated, or the filing by the Company of a voluntary petition in bankruptcy, or the Company seeking of or consenting to or acquiescing in the appointment of a receiver of all or substantially all of its property, or the adjudication of the Company as a bankrupt, or any assignment by the Company for the benefit of its creditors, or the entry by the Company into an agreement of composition with its creditors, or if a petition or answer is filed by the Company proposing the adjudication of the Company as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within sixty (60) days; or

(ii) failure by the Company to perform or observe any of its agreements or covenants contained in this Agreement, which failure shall have continued for a period of thirty (30) calendar days after written notice thereof from the City, unless (A) the City shall agree in writing to an extension of such period prior to its expiration, or (B) during such thirty (30) day period or any extension thereof, the Company has commenced and is diligently pursuing appropriate corrective action.

(b) During any period after the Local Governments have provided written notice to the Company specifying the existence of a Company Event of Default and during which the Company has failed to cure said Company Event of Default to the reasonable satisfaction of the Local Governments, each of the Local Governments may proceed to protect its rights hereunder by suit in equity, action at law or other appropriate proceedings, whether for the specific performance of any covenant or agreement of the Company herein contained; provided each of the Local Governments shall not be entitled to any other damages whatsoever, including, without limitation, punitive, incidental or consequential damages, whether arising at law or in equity.

Section 7.4 Remedies Subject to Applicable Law. All rights, remedies and powers provided in this Article VII may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article VII are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

Section 7.5 Termination of this Agreement. In addition to all other rights and remedies of the City contained herein, the Local Governments shall have the right to terminate this Agreement if the Company shall not have satisfied conditions (i) through (vi) in Section 3.2 hereof within eighteen (18) months from the Effective Date; provided, such eighteen (18) month period may be extended by a reasonable amount of time as determined by the Mayor (acting by and on behalf of the City) and the County Administrator (acting by and on behalf of the County), but in no event shall such period be extended beyond two (2) years days from the Effective Date. In the event this Agreement is terminated in accordance herewith, this Agreement shall be of no further force or effect and the Parties shall have no obligation to one another.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 8.1 Restriction on Use of Site. The Parties hereby agree that, for a period of thirty (30) years from the date the Site is conveyed to the Company under the Conveyance Deed pursuant to Section 3.2 hereof, the Site may only be used for the development of a hotel (containing at least 54 overnight rooms) unless otherwise waived in writing by the City. The City shall be named as a beneficiary of this restriction, and this restriction shall be contained in the Conveyance Deed.

Section 8.2 Restrictions on Assignment; Restrictions as to Liens. (a) The Company shall have a one-time right to assign its rights, duties and obligations under this Agreement without the consent of the City to an entity formed to own the Hotel; provided the Company shall provide the City with written notice of such an assignment (including the name and contact information of the assignee). Thereafter, the Company shall not have the right to assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the City prior to Completion of Construction of the Hotel, and any purported assignment, transfer, encumbrance or hypothecation of this Agreement or any of the rights or

obligations hereunder in violation of this Section 8.2 shall be null and void and of no force or effect. At any time following Completion of Construction of the Hotel, the Company shall have the right to transfer and assign this Agreement at its sole discretion and without any consent or approval of the City provided the transferee agrees in writing delivered to and for the benefit of the City to assume all obligations of the Company under this Agreement.

Section 8.3 Negation of Partnership. The Parties specifically acknowledge that no Party is acting as the agent of the other Party in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between or among the Parties, or cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended and shall not be construed to create any third party beneficiary rights in any person who is not a party or a permitted transferee pursuant to this Agreement; and nothing in this Agreement shall limit or waive any rights any one or more of the Parties may have or acquire against any third person with respect to the terms, covenants or conditions of this Agreement.

Section 8.4 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

Section 8.5 Exhibits. The exhibits, to which reference is made herein, are deemed incorporated into this Agreement in their entirety by reference thereto.

Section 8.6 Amendment. Except as expressly provided in this Agreement, this Agreement may be modified or amended only by a written instrument, executed by each of the Parties to this Agreement.

Section 8.7 Entire Agreement. This Agreement and the exhibits hereto contain all the representations and the entire agreement among the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and exhibits hereto. Neither the conduct nor actions of the Parties, nor the course of dealing or other custom or practice between or among the Parties or any of them, shall constitute a waiver or modification of any term or provision of this Agreement.

Section 8.8 Ambiguity. The terms, conditions and provisions of this Agreement were agreed to in arm's length negotiations in which each Party was represented by independent counsel of its own choosing. Accordingly, in the event of any ambiguity in this Agreement, such

ambiguity shall not be resolved against any Party deemed the principal draftsman of this Agreement or the provision of this Agreement at issue.

Section 8.9 Further Assurances; Covenant to Sign Documents. Each party shall take all actions and do all things, and execute, with acknowledgment or affidavit if required, any and all documents and writings which may be necessary or proper to achieve the purposes and objectives of this Agreement.

Section 8.10 Counterpart Execution. For convenience, this Agreement may be executed by the Parties in multiple counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same Agreement.

Section 8.11 Liabilities of the Local Governments. The Company understands, acknowledges and agrees that the obligations of each of the Local Governments as set forth herein are limited by the limitations imposed on public bodies, municipalities and public corporations by the Alabama Constitution and under other applicable Alabama law.

Section 8.12 No Waiver. No consent or waiver, express or implied, by any Party hereto or to any breach or default by any other Party in the performance by such other Party of its obligations hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any Party hereto shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

Section 8.13 Notices.

(a) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

- (1) If to the City:

The City of Montevallo
City Hall
541 Main Street
Montevallo, AL 35115
Attn: Mayor
Phone: 205-665-2555
Facsimile: 205-665-9203

- (2) If to the County:

Shelby County, Alabama
200 West College Street
Columbiana, Alabama 35051
Attn: County Administrator
Phone: 205-670-6500
Facsimile: 205-669-3864

(3) If to the Company:

Cobblestone Hotel Development, LLC
Attn: Kim Wogernese
980 American Drive
981 Neenah, WI 54956
Phone: 920-230-2622
Email: kwogernese@slatehg.com

(b) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of three (3) days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier.

(c) Notices may be either: (i) delivered by hand; (ii) delivered by a nationally recognized overnight courier which maintains evidence of receipt; or (iii) sent by facsimile transmission with a confirmation copy delivered the following day by a nationally recognized overnight courier which maintains evidence of receipt. Notices shall be effective on the date of receipt. If any notice is not received or cannot be delivered due to a change in address of the receiving party, of which notice was not properly given to the sending party, or due to a refusal to accept by the receiving party, such notice shall be effective on the date delivery is attempted.

Section 8.14 Survival of Covenants. The covenants in this Agreement shall not terminate until they have been fully performed or have expired by their terms.

Section 8.15 Venue. Each of the City, the County, and the Company irrevocably (a) submits to the jurisdiction of the Alabama state courts sitting in Shelby County, Alabama (collectively, the "Courts") over any suit, action or proceeding arising out of or relating to this Agreement, the Conveyance Deed, or any of the transactions undertaken in connection therewith (an "Agreement Action"); (b) waives, to the fullest extent permitted by law, any objection or defense that such party may now or hereafter have based on improper venue, lack of personal jurisdiction, inconvenience of forum or any similar matter in any Agreement Action brought in any of the Courts; and (c) agrees that final judgment in any Agreement Action brought in any of the Courts shall be conclusive and binding upon such party and may be enforced in any other court to the jurisdiction of which the City, the County or the Company is subject, by a suit upon such judgment.

Section 8.16 No Third-Party Beneficiaries. This Agreement is intended only for the benefit of the signing Parties hereto and, from and after the Permitted Lender Date, the Permitted

Lender, and neither this Agreement, nor any of the rights, interest or obligations hereunder, is intended for the benefit of any other person or third-party.

IN WITNESS WHEREOF, the City, the County, and Company have each caused this Agreement to be duly executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and have caused this Agreement to be dated the Effective Date.

"CITY":

CITY OF MONTEVALLO

ATTEST:

City Clerk

By: _____
Mayor

(SEAL)

"COUNTY":

SHELBY COUNTY COMMISSION

ATTEST:

County Administrator

By: _____
President
Shelby County Commission

"COMPANY":

**COBBLESTONE HOTEL
DEVELOPMENT, LLC,**
a Wisconsin limited liability company

By: Granite Hospitality Group, LLC, a
Wisconsin limited liability company,
Managing Member

By: _____

Its: _____

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that RUSTY NIX, whose name, as Mayor of the City of Montevallo, a municipal corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of this instrument, he, as such officer, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal this _____ day of _____, 2024.

(SEAL)

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that KEVIN MORRIS, whose name, as Chairman of the Shelby County Commission, a political subdivision of the State of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of this instrument, he, as such officer, executed the same voluntarily for and as the act of said county on the day the same bears date.

GIVEN under my hand and official seal this _____ day of _____, 2024.

(SEAL)

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that KIM WOGERNESE, whose name as Managing Member of the Managing Member of Cobblestone Development, LLC, a Wisconsin limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of this instrument, he, in such capacity, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

GIVEN under my hand and official seal this _____ day of _____, 2024.

(SEAL)

Notary Public
My Commission Expires: _____

EXHIBIT A
THE SITE

Legal Description

A portion of Lots 15, 16 and 17, according to the Original Plan of Montevallo, in the Southwest 1/4 of Section 21, Township 22 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

BEGINNING at the intersection of the western right of way line of Shelby Street and the southern right of way line of Valley Street, said point also being the northern most point of said Lot 17, thence along said southern right of way of said Shelby Street (60' right of way) South 38° 07' 49" East for a distance of 300.08 feet to the northern right of way of Alabama State Highway No 119 (AKA Broad Street, AKA Main Street)(80' right of way); thence leaving Shelby Street, along State Highway South 51° 35' 18" West for a distance of 96.00 feet; thence continue along said right of way South 51° 31' 45" West for a distance of 72.00 feet to the northeastern right of way of Moreland Drive (30' right of way); thence leaving said State Highway 119, along said Moreland Drive North 39° 27' 35" West for a distance of 300.65 feet to the southern right of way line of Valley Street (60' right of way); thence leaving said Moreland Drive, along said Valley Street right of way North 51° 44' 11" East for a distance of 174.97 feet to the POINT OF BEGINNING of the Parcel herein described. Said Parcel Containing 1.182 Acres, more or less.

**EXHIBIT B
FORM OF CONVEYANCE DEED**

Send tax notice to:

This instrument prepared by:

STATE OF ALABAMA)
COUNTY OF SHELBY)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid to the undersigned, the receipt and sufficiency of which are hereby acknowledged, the **CITY OF MONTEVALLO**, an Alabama municipal corporation (hereinafter referred to as the "Grantor"), does hereby remise, release, and quit claim to _____, [a]/[an] [_____] (hereinafter referred to as the "Grantee"), all of Grantor's rights, title and interests in and to that certain tract or parcel of land lying in Shelby County, State of Alabama, and more particularly described on Exhibit I attached hereto and incorporated herein by reference, together. Such property is herein referred to as the "Property". The remise, release, and quit claim of the Property made hereby is subject to the following conditions, restriction and rights, which are hereby declared to be covenants running with the land and binding upon Grantee and all future owners and holders of the Property:

For a period of fifty (50) years from the date hereof, the Property may be used only as a site for a hotel containing at least 54 overnight rooms and items complimentary and ancillary thereto, unless otherwise waived in writing by the Grantor.

The value of the real property conveyed is \$ _____ according to the records of the Shelby County Property Tax Commissioner.

TO HAVE AND TO HOLD, to the said Grantee, its successors and assigns.

Subject to easements, restrictions, matters and rights of way thereon, which are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned has caused this conveyance to be executed on this ____ day of ____, 2024.

Address of Grantor:
541 Main Street
Montevallo, Alabama 35115

Address of Grantee:

_____, _____

Property Address:

Montevallo, Alabama 35115

GRANTOR:
CITY OF MONTEVALLO, an Alabama
municipal corporation

By: _____
Name: Rusty Nix
Its: Mayor

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

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

Given under my hand and official seal this _____ day of _____, 2024.

Notary Public

Exhibit I
Legal Description

A portion of Lots 15, 16 and 17, according to the Original Plan of Montevallo, in the Southwest 1/4 of Section 21, Township 22 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

BEGINNING at the intersection of the western right of way line of Shelby Street and the southern right of way line of Valley Street, said point also being the northern most point of said Lot 17, thence along said southern right of way of said Shelby Street (60' right of way) South 38° 07' 49" East for a distance of 300.08 feet to the northern right of way of Alabama State Highway No 119 (AKA Broad Street, AKA Main Street)(80' right of way); thence leaving Shelby Street, along State Highway South 51° 35' 18" West for a distance of 96.00 feet; thence continue along said right of way South 51° 31' 45" West for a distance of 72.00 feet to the northeastern right of way or Moreland Drive (30' right of way); thence leaving said State Highway 119, along said Moreland Drive North 39° 27' 35" West for a distance of 300.65 feet to the southern right of way line of Valley Street (60' right of way); thence leaving said Moreland Drive, along said Valley Street right of way North 51° 44' 11" East for a distance of 174.97 feet to the POINT OF BEGINNING of the Parcel herein described. Said Parcel Containing 1.182 Acres, more or less.

LANCE R. LEFLEUR
DIRECTOR



KAY IVEY
GOVERNOR

Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

September 12, 2024

CERTIFIED MAIL #

9489 0090 0027 6307 4782 10

Mayor Rusty Nix
City of Montevallo
541 Main Street
Montevallo, AL 35115

RE: Environmental Covenant
Former Victory Building
555 Main Street
Montevallo, Shelby County, Alabama 35115
VCP No. 461-117-23010

Dear Mayor Nix:

The Department has completed its review of the environmental covenant dated July 1, 2024. The environmental covenant appears to be adequate and complies with ADEM Administrative Code Div. 335-5. Enclosed with this letter, please find one original copy signed by the Department. The City of Montevallo should obtain the signature of the County Clerk and file the environmental covenant in the land records of the Probate Office of Shelby County, Alabama. The City of Montevallo should provide each person that signed the environmental covenant with a copy of the final document.

If you have any questions or comments, please contact Angelicia Thomas at (334) 271-7740 or by email at angelicia.thomas@adem.alabama.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Crystal L. Collins", is written over a horizontal line.

Crystal L. Collins, Chief
Redevelopment Unit
Land Division

CLCVAT

Attachment

COPY



Birmingham Office
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Office
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)

Coastal Office
1615 South Broad Street
Mobile, AL 36605
(251) 450-3400
(251) 479-2593 (FAX)

ENVIRONMENTAL COVENANT

The City of Montevallo, (hereinafter "Grantor") grants an Environmental Covenant (hereinafter "Covenant") this 1st day of July, 2024, to the following entities pursuant to The Alabama Uniform Environmental Covenants Act, Ala. Code §§ 35-19-1 to 35-19-14 (2014 Cum. Supp.) (hereinafter "the Act" or "Act"), and the regulations promulgated thereunder: the Alabama Department of Environmental Management and the identified holders or other applicable parties: None.

WHEREAS, the Grantor was the owner of certain real property located in the City of Montevallo, Alabama, identified as the Former Victory Building, situated at 555 Main Street, in Shelby County, Alabama, (hereinafter "the Property"). The property was conveyed to Grantor by deed dated 02/25/2019, and recorded in the Office of the Judge of Probate for Shelby County, Alabama, Instrument Number 20190225000058160 (3 pages);

WHEREAS, the Property is more particularly described as the following:

For APN/Parcel ID(s): 27-5-21-3-304-022.000: Lots 15, 16, 17, 42, and 43 according to the present plan and survey of the town of Montevallo, as recorded with the State of Alabama, County of Shelby;

Legal description is provided as Exhibit A.

WHEREAS, this instrument is an Environmental Covenant developed and executed pursuant to the Act and the regulations promulgated thereunder;

WHEREAS, hazardous substances, including, but not limited to, certain levels of arsenic and hexavalent chromium in soil were identified on the Property on or about the time of conveyance;

WHEREAS, such the following hazardous substances remain on the Property:

- Arsenic and hexavalent chromium.

WHEREAS, pursuant to the Brownfield Redevelopment and Cleanup Program, the Property and Grantor were accepted into the Voluntary Cleanup Program as Site # 461-117-23010 and the Former Victory Building, 555 Main Street, Montevallo, Alabama prior reports (Phase I ESA, Phase II ESA, Supplemental Phase II ESA) submitted with the VCP Application by Atlas Technical Consultants, LLC dated September 25, 2023, (the "Report")

COPY

were deemed complete and approved by ADEM on March 14, 2024;

WHEREAS, pursuant to the approved Report, the Grantor agreed to implement this Environmental Covenant as an institutional control to address the presence of Contaminants of Concern on the Property;

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by placing restrictions on the Property to reduce the risk to human health to below the target risk levels for those hazardous wastes, hazardous constituents, hazardous substances, pollutants, or contaminants that remain on the Property;

WHEREAS, further information concerning the release/disposal and the activities to correct the effects of the release/disposal may be obtained by contacting Chief, Land Division, Alabama Department of Environmental Management ("ADEM"), or his or her designated representative, at 1400 Coliseum Boulevard, Montgomery, Alabama, 36110; and

WHEREAS, the Administrative Record concerning the Property is located at:

Shelby County Probate Office
112 North Main Street
Columbiana, Alabama 35051

and

Alabama Department of Environmental Management
1400 Coliseum Boulevard
Montgomery, Alabama 36110

NOW, THEREFORE, Grantor hereby grants this Environmental Covenant to ADEM and the identified Holders, and declares that the Property shall hereinafter be bound by, held, sold, used, improved, occupied, leased, hypothecated, encumbered, and/or conveyed subject to the following requirements set forth in paragraphs 1 through 3 below:

1. DEFINITIONS

Owner. "Owner" means the GRANTOR, its successors and assigns in interest.

2. USE RESTRICTIONS

The following activities shall not take place on the identified Property without first obtaining written approval from ADEM through modification of this covenant:

- Use of groundwater for potable purposes.
- Use of the property for residential purposes.
- Use of the property for a school or daycare.
- Excavation of any contaminated soils should follow the Soil Management Plan approved by ADEM on August 19, 2024.

3. **GENERAL PROVISIONS**

- A. **Restrictions to Run with the Land.** This Environmental Covenant runs with the land pursuant to Ala. Code §35-19-5 (2014 Cum Supp.); is perpetual, unless modified or terminated pursuant to the terms of this Covenant pursuant to Ala. Code §35-19-9 (Cum Supp. 2014); is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof; inures to the benefit of and passes with each and every portion of the Property; and binds the Owner, the Holders, all persons using the land, all persons, their heirs, successors and assigns having any right, title or interest in the Property, or any part thereof who have subordinated those interests to this Environmental Covenant, and all persons, their heirs, successors and assigns who obtain any right, title or interest in the Property, or any part thereof after the recordation of this Environmental Covenant.
- B. **Notices Required.** In accordance with Ala. Code §35-19-4(b) (2014 Cum Supp.), the Owner shall send written notification, pursuant to Section J, below, following transfer of a specified interest in, or concerning proposed changes in use of, applications for building permits for, or proposals for any site work affecting the contamination on, the Property. Said notification shall be sent within fifteen (15) days of each event listed in this Section.
- C. **Registry/Recordation of Environmental Covenant: Amendment: or Termination.** Pursuant to Ala. Code §35-19-12(b) (2014 Cum Supp.), this Environmental Covenant and any amendment or termination thereof, shall be contained in ADEM's registry for environmental covenants. After an environmental covenant, amendment, or termination is filed in the registry, a notice of the covenant, amendment, or termination may be recorded in the land records in lieu of recording the entire covenant in compliance with §35-19-12(b). Grantor shall be responsible for filing the Environmental Covenant within thirty (30) days of the final required signature upon this Environmental Covenant.
- D. **Right of Access.** The Owner hereby grants ADEM; ADEM's agents, contractors and employees; the Owner's agents, contractors and employees; and any Holders the right of access to the Property for implementation or enforcement of this Environmental Covenant.
- E. **ADEM Reservations.** Notwithstanding any other provision of this Environmental Covenant, ADEM retains all of its access authorities and rights, as well as all of its rights to require additional land/water use restrictions, including enforcement authorities related thereto.
- F. **Representations and Warranties.** Grantor hereby represents and warrants to the other signatories hereto:

- i) That the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- ii) That the Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered;
- iii) That the Grantor has identified all other parties that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Grantor's intention to enter into this Environmental Covenant;
- iv) That this Environmental Covenant will not materially violate, contravene, or constitute a material default under, any other agreement, document, or instrument to which Grantor is a party, by which Grantor may be bound or affected;
- v) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property;
- vi) That this Environmental Covenant does not authorize a use of the Property which is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant.

G. Compliance Enforcement. In accordance with Ala. Code §35-19-11(b) (2014 Cum Supp.), the terms of the Environmental Covenant may be enforced by the parties to this Environmental Covenant; any person to whom this Covenant expressly grants power to enforce; any person whose interest in the real property or whose collateral or liability may be affected by the alleged violation of the Covenant; or a municipality or other unit of local government in which the real property subject to the Covenant is located, in accordance with applicable law. The parties hereto expressly agree that ADEM has the power to enforce this Environmental Covenant. Failure to timely enforce compliance with this Environmental Covenant or the use or activity limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce any non-compliance. Nothing in this

Environmental Covenant shall restrict ADEM, or the Grantor, from exercising any authority under applicable law.

- H. **Modifications/Termination**. Any modifications or terminations to this Environmental Covenant must be made in accordance with Ala. Code §§35-19-9 and 35-19-10 (2014 Cum Supp.).
- I. **Notices**. Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

ADEM

Chief, Land Division
Alabama Department of Environmental Management
1400 Coliseum Boulevard
Montgomery, AL 36110

Grantor

City of Montevallo,
541 Main Street
Montevallo, Alabama 35115
Attn: Mayor

Holder(s) or Other Applicable Party(ies)

Not Applicable

- J. **No Property Interest Created in ADEM**. This Environmental Covenant does not in any way create any interest by ADEM in the Property that is subject to the Environmental Covenant. Furthermore, the act of approving this Environmental Covenant does not in any way create any interest by ADEM in the Property in accordance with Ala. Code §35-19-3(b) (2014 Cum. Supp.).
- K. **Severability**. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
- L. **Governing Law**. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Alabama.
- M. **Recordation**. In accordance with Ala. Code §35-19-8(a) (2014 Cum. Supp.), Grantor shall record this Environmental Covenant and any amendment or termination of the Environmental Covenant in every county in which any

portion of the real property subject to this Environmental Covenant is located. Grantor agrees to record this Environmental Covenant within fifteen (15) days after the date of the final required signature upon this Environmental Covenant.

- N. **Effective Date.** The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded, in accordance with Ala. Code §35-19-8(a) (2014 Cum. Supp).
- O. **Distribution of Environmental Covenant.** Within fifteen (15) days of filing this Environmental Covenant, the Grantor shall distribute a recorded and date stamped copy of the recorded Environmental Covenant in accordance with Ala. Code §35-19-7(a) (2014 Cum Supp.). However, the validity of this Environmental Covenant will not be affected by the failure to provide a copy of the Covenant as provided herein.
- P. **ADEM References.** All references to ADEM shall include successor agencies, departments, divisions, or other successor entities.
- Q. **Grantor References.** All references to the Grantor shall include successor agencies, departments, divisions, or other successor entities.
- R. **Other Applicable Party(ies).** All references to Other Applicable Party(ies) shall include successor agencies, departments, divisions, or other successor entities.

Property owner has caused this Environmental Covenant to be executed pursuant to The Alabama Uniform Environmental Covenants Act, on this 1st day of July, 2024.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands this the day and year first above written.

City of Montevallo,
This Environmental Covenant is hereby approved by the City of Montevallo, Alabama this 1st day of July, 2024.

By: Rusty Nix Mayor
Name & Title
Grantor

STATE OF Alabama)
COUNTY OF Shelby)

I, Talisha Motley, a Notary in and for said County in said State or Commonwealth, hereby certify that Rusty Nix, whose name as MAYOR [title] of Montevallo [Grantor] is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 1st day of July, 2024

Notary Public: Talisha Motley

My Commission Expires: 6/12/2028

COPY

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

This Environmental Covenant is hereby approved by the State of Alabama this 11th day of September, 2024.

By: 

Stephen A. Cobb
Chief, Land Division
Alabama Department of Environmental Management

State of Alabama}

Montgomery, County}

I, the undersigned Notary Public in and for said County and State, hereby certify that Stephen A. Cobbs, whose name as Chief, Land Division, Alabama Department of Environmental Management is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he approved the same voluntarily on the day the same bears date and with full authority to do so.

Given under my hand and official seal this 11 day of September 2024.


Notary Public

My Commission Expires: 1-30-27

COPY

EXHIBIT A



Southern Cross Surveying, LLC
 21074 Highway 22
 Columbus, AL 35041
 Phone: 205-445-5700

BOUNDARY SURVEY
 PID 27 S 21 S 306 025.006
 PID 27 S 21 S 306 025.006
 SHILLY COUNTY, AL.

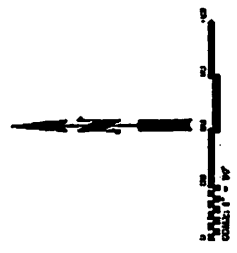
DATE: 4/11/2011
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

PROJECT No: [Blank]
 CLIENT: [Blank]

ADDRESS: MAIN STREET, MONTVALLO, ALABAMA 35115

FIELD WORK: 04/12/2011

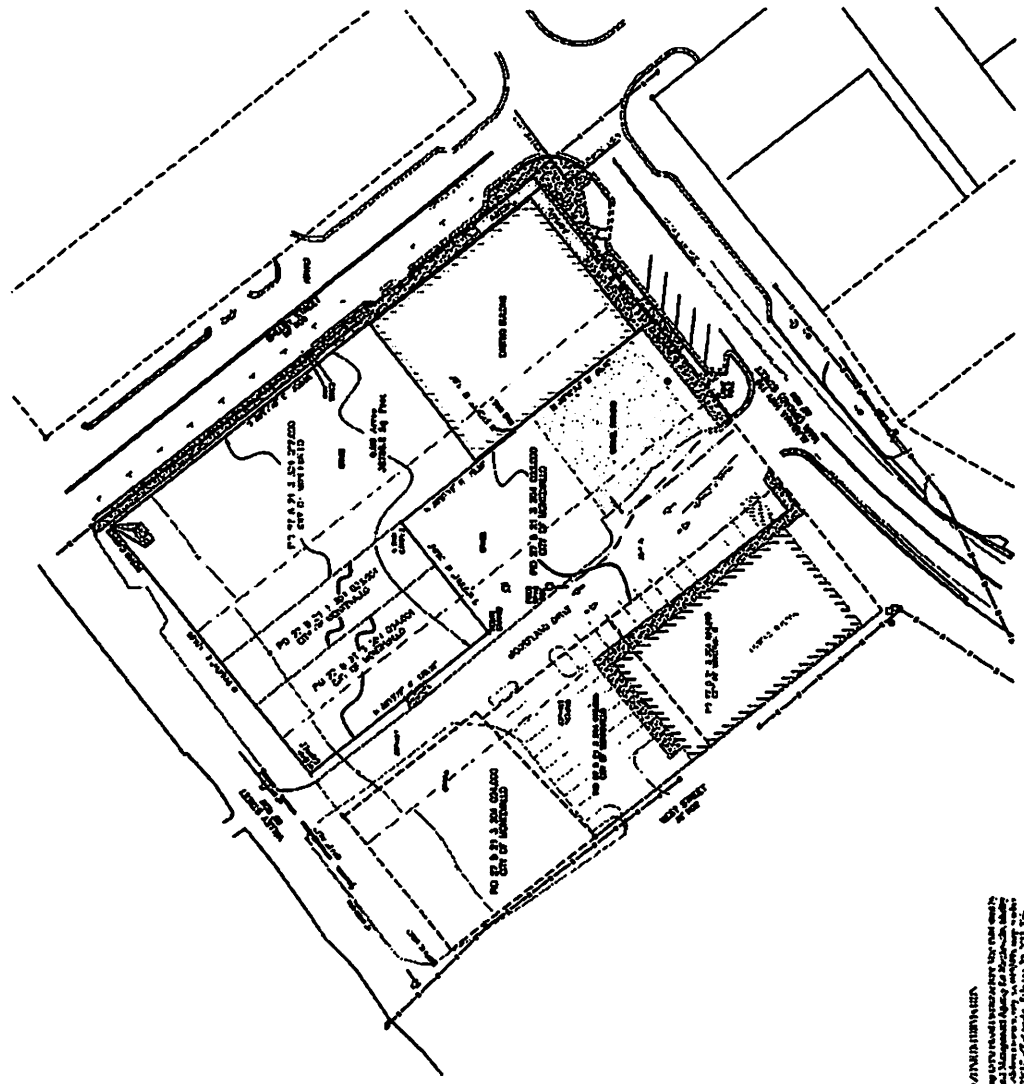
BOUNDARY SURVEY
 MAIN STREET MONTVALLO
 SITES IN IN THE SOUTHWEST QUARTER OF
 SECTION 21, TOWNSHIP 25 SOUTH, RANGE 1 WEST
 SHILLY COUNTY, AL.



THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE ALABAMA SURVEYING ACT OF 1901, AS AMENDED, AND THE ALABAMA PROFESSIONAL SURVEYING BOARD REGULATIONS. THE SURVEY WAS CONDUCTED BY A LICENSED PROFESSIONAL SURVEYOR, AND ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE ALABAMA SURVEYING ACT OF 1901, AS AMENDED, AND THE ALABAMA PROFESSIONAL SURVEYING BOARD REGULATIONS. THE SURVEY WAS CONDUCTED BY A LICENSED PROFESSIONAL SURVEYOR, AND ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE ALABAMA SURVEYING ACT OF 1901, AS AMENDED, AND THE ALABAMA PROFESSIONAL SURVEYING BOARD REGULATIONS.

[Signature]
 DATE: 4/11/2011

THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE ALABAMA SURVEYING ACT OF 1901, AS AMENDED, AND THE ALABAMA PROFESSIONAL SURVEYING BOARD REGULATIONS. THE SURVEY WAS CONDUCTED BY A LICENSED PROFESSIONAL SURVEYOR, AND ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE ALABAMA SURVEYING ACT OF 1901, AS AMENDED, AND THE ALABAMA PROFESSIONAL SURVEYING BOARD REGULATIONS.



CLERK OF SUPERIOR COURT
 SHILLY COUNTY, ALABAMA

EXHIBIT A
THE SITE

Legal Description

A portion of Lots 15, 16 and 17, according to the Original Plan of Montevallo, in the Southwest 1/4 of Section 21, Township 22 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

BEGINNING at the intersection of the western right of way line of Shelby Street and the southern right of way line of Valley Street, said point also being the northern most point of said Lot 17, thence along said southern right of way of said Shelby Street (60' right of way) South 38° 07' 49" East for a distance of 300.08 feet to the northern right of way of Alabama State Highway No 119 (AKA Broad Street, AKA Main Street)(80' right of way); thence leaving Shelby Street, along State Highway South 51° 35' 18" West for a distance of 96.00 feet; thence continue along said right of way South 51° 31' 45" West for a distance of 72.00 feet to the northeastern right of way or Moreland Drive (30' right of way); thence leaving said State Highway 119, along said Moreland Drive North 39° 27' 35" West for a distance of 300.65 feet to the southern right of way line of Valley Street (60' right of way); thence leaving said Moreland Drive, along said Valley Street right of way North 51° 44' 11" East for a distance of 174.97 feet to the **POINT OF BEGINNING** of the Parcel herein described. Said Parcel Containing 1.182 Acres, more or less.



Submit to: City of Montevallo

Attention: Mr. Steve Gilbert

Re: Demolition/Disposal Victory building

Inclusions:

Mobilization

Safety fence

Construction entrance stone

Demolition of existing structure

Hauling and disposal of building structure

Site grading slopes

Final stabilization (Seed and Straw)

Total: \$96,000.00

Exclusions:

Removal/ Disposal/ Export Contaminated soils

Asbestos/ Lead abatement removal

Import topsoil

Sodding

All Underground Removals

Thank you for the opportunity to quote this project. If you have any questions, please contact me at 205-365-1947

Sincerely

Jason Picklesimer

WDC



3296 Cahaba Heights Road, Vestavia, AL 35243
Office: (205)402-7322, Fax: (205)402-7377

July 15, 2024

AL24-190

Reference: Old Victory Building- Bid Proposal

Meredith Environmental is pleased to offer you our bid proposal for structure demolition scope of work to make way for the new space located at 541 Main Street, Montevallo, AL 35115. Our proposal is based on a site visit with Steve Gilbert on June 5, 2024.

- General Conditions
- Mobilization
 - Demolition crew
- Meredith to provide the labor, equipment, tools, hauling, and disposal in a legal manner to complete the scope of work:
 - Remove structure, slab, and foundations.
 - Foundation wall in the south side to remain.
 - Meredith will remove foundation wall 2' below FFE of the existing sidewalk and cover with dirt.
 - Meredith will use onsite dirt to backfill south side wall to a 1.5:1 slope.
 - Includes 6' construction fencing along Main Street and Shelby Street.
 - City to close sidewalk.

Bid Proposal

\$98,195.00

- Exclusions
 - MEPT location, relocation, protection, or disconnection.
 - Meredith will demo floor material, but will not be responsible for clean and prep substrates to accept new specified finishes.
 - Asbestos, lead abatement or other hazardous materials unless noted above.
 - Bonds are not included, but if needed add 2.5%.
 - Utility usage.
 - Security and construction fencing around perimeter of site
 - Engineering or testing.
 - Any shoring, bracing, sheet piling, monitoring, and equipment necessary for this work.
 - Any "relocate," "repair," "patch," "weather proofing," "water proofing", "replace," or similar type activities other than demolition.
- Clarifications



3296 Cahaba Heights Road, Vestavia, AL 35243
Office: (205)402-7322, Fax: (205)402-7377

- This proposal includes one (1) mobilization. Each additional to be charged @ \$4,000.00.
- Meredith Environmental, Inc. will not be held liable for damage to existing landscape.
- Permitting will be an additional charge.
- Meredith shall have unencumbered access to work areas. If unreasonable delays are caused by Owner or GC's actions, Meredith will bill for additional time and material costs incurred.
- Proposal to be included as part of contract documents for scope of work.
- Price quote is valid for 30 days from proposal date.
- Final and Retainage payment due 30 days from completion of work.

This proposal is contingent upon the acceptance of a definitive agreement containing terms and conditions agreeable to both parties. Meredith reserves right to accept separate from the whole.

Thank you for this opportunity to submit our proposal on this project. If you have any questions or require any additional information, please contact me at 205-259-9015

Sincerely,

Mario G. Corso

Brandelyn Nelson

Montevallo, AL 35115
brandelynnelson@gmail.com
+1 205 415 1219

I am a highly self motivated, naturally curious individual, who specializes in high level communication looking for a career in fields that allow me to use my expertise in problem solving, customer service and conflict resolution. I perform well in high stress and emergency situations from training as an EMT, and have experience in industrial and construction environments. I have a passion for the outdoors and conservation, and thrive in jobs where I am active.

Work Experience

Realtor

Team Lehman Realty-Montevallo, AL
January 2016 to Present

- Guiding clients through the buying and selling process, including home prep and staging
- Negotiating offers
- Counseling clients on their largest personal assets
- Communicating with other agents/attorneys/lenders to meet all deadlines in a timely manner
- Managing multiple transactions and clients at any given time

Design Consultant

West Shore Home-Birmingham, AL
August 2023 to August 2024

In home sales representative assisting customers remodel homes for ADA compliance, and space upgrades.

Heavy Equipment Operator

Local Union 312-Bessemer, AL
January 2013 to November 2015

- Transported supplies and equipment on industrial forklifts, cranes, and dirt equipment
- Managed job safety for my crew
- Planned major moves on jobsites with foremen

Emergency Medical Technician (EMT)

Regional Paramedical Services-Alabaster, AL
January 2012 to December 2014

- Responded to medical emergencies
- Treated and transported patients to hospitals
- Practiced life saving skills in high pressure situations
- Filed paperwork for insurance companies

Education

Bachelor's degree in Business

University of Montevallo - Montevallo, AL

August 2003 to August 2008

Minor in Biology

University of Montevallo - Montevallo, AL

August 2003 to August 2008

Skills

- Heavy Equipment Operation
- Sales
- Contract Negotiation
- Presentation Skills
- CRM Software
- Management
- Market Analysis
- Business Development
- EMT Experience
- Environmentalism
- Forest ecology
- Tour Guide
- Communication skills
- Leadership
- Team management
- Supervising experience
- Customer service
- Cash register

Dedication of the Memorial Bench

APPENDIX 17

For

Dr. Earl C. Cunningham, Sr.

Sunday, October 27, 2024

1:00 p.m.

Pecan Grove

940 Island Street

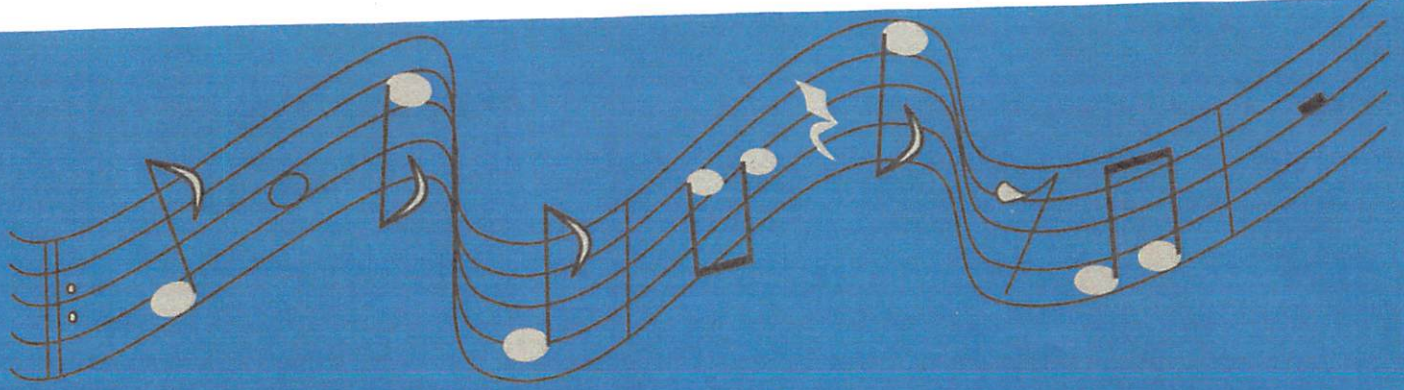
Montevallo, AL 35115



Welcome	<i>Mayor Rusty Nix</i>
Invocation	<i>Rev. John Adams</i>
Star Spangled Banner	<i>Mr. Jim Quakenbush</i>
Introduction of Guests	<i>Mr. 'Dollar' Bill Lawson</i>
History of the Bench	<i>Mrs. Joyce Brown Lewis & Mr. Chris Lawler</i>
Unveiling of the Bench	<i>Cunningham Family</i>
Honoree Tribute	<i>Rev. John W. Adams Mr. Stanley Dawson Dr. Wilson Fallon Mr. Ernest Montgomery Mr. Steve Sears Mrs. Patricia T. Granger</i>
Proclamation	<i>State Representative</i>
Closing Remarks	<i>Mrs. Joyce Brown Lewis</i>

Flag Bearer – Roy Brook

Light refreshments will be served in the Meeting Room of Parnell Memorial Library.



Bench Dedication
Celebrating Dr. Earl Cunningham

Sunday

October, 27 2024

1:00 PM

LOCATION :

Orr Park

Pecan Grove

More Information :

205-563-6714

