

MINUTES

Montevallo City Council Work Session

August 25, 2025

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, Council Member Martha Eisenberg. Quorum present.

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

Discussion of New Business Items:

- **Discussion of Request to approve the MOU with the Montevallo Historical Society** regarding the restoration and lease of the Mahler House.
- **Discussion of Resolution 08252025—654** to allow Mayor Nix to execute the Lease and Memorandum of Understanding regarding the Mahler House with the Montevallo Historical Society.

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 Department Report. Chief Littleton reported there were 58 Reports for August and 662 Total Cases for the Year. See Appendix 1.

Council Member King called on Chief Davis for the Fire Department report. Chief Davis reported that there were 51 Calls for the first half of August. See Appendix 2.

Mayor Nix called for the Sustainability Reports. Mayor Nix called on Council Member Dukes. Council Member Dukes advised there was no formal report for Kirk Hamby, Director of Public Works.

Council Member Dukes reported there would be a Historical Preservation Commission meeting the first Thursday of September.

Mayor Nix called for Recreation, Preservation and Community Development. Council Member Eisenberg called on Sydney Aguilar-Baugh, Director Youth Sports. Sidney reported on youth sports activities; Sydney reported that renovations are planned for early Fall at the Senior Center; Volleyball is back on for this Fall; Stephens Park renovations on walking track to be scheduled for this Fall.

Montevallo City Council Meeting

August 11, 2025

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, Council Member Martha Eisenberg. Quorum present.

Pledge of Allegiance

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

Approval and or corrections of the Minutes 8.11.25 – Motion by Council Member King, Seconded by Council Member Eisenberg, All Ayes, 1 Abstain, Council Member Mitchell, Motion Passed.

Recognitions/Awards: None

Opportunities for Citizens to speak to the Council: Cheryl Patton 1220 Highland St Shoal Creek Park Foundation, Mahler House is a major focal point of the park. We would like to see the city stay in control of the property. Include the Shoal Creek Park Foundation in the planning of renovations.

Comments by Council Member David King regarding annexation.

Council Member Eisenberg commented that 660 E. Boundary Street needs gutters cleaned, and brick wall needs repair in front of residence.

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 Council Meeting.

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.

Committee Reports Continued:

Mayor Nix called for the Education, Arts & Outreach Reports. Council Member Mitchell called on for the Parnell Memorial Library report. Sarah Hogan Shaw read the library report for Marissa as she is the Chair for the Parnell Memorial Library Foundation and Marissa had to leave for class. Sarah reported the new patron computers are up and running; September library card sign-up month; the September calendar will be posted tomorrow. See Appendix 3.

Council Member Mitchell called on Sarah Hogan Shaw, Program Director, Impact Montevallo. Sarah reported Impact is working to implement programming in the schools; Impact partnered with the Parnell Memorial Library and the Tinglewood Committee to host two wood carving sessions with local carver Tim Tingle with an emphasis on identifying positive hobbies to deter risky behaviors; Impact cheered on the Bulldogs at their first game passing out pompoms to the crowd encouraging cheering on good behaviors; Impact's Annual Progress Report has been submitted. See Appendix 4.

Council Member Mitchell called on Mary Elizabeth House for the MJCC report. Mary Elizabeth reported MJCC will be voting on new members at their next meeting; MJCC will be participating at Tinglewood; she reported on youth activities happening at the schools; school will be closed Monday for Labor Day.

Mayor Nix called on Council Member Swords for Finance, Economic Development & Tourism. Council Member Swords called on Courtney Bennett, Executive Director, Montevallo Main Street. Courtney reported Montevallo Main Street was recognized in four categories at the 12th annual Main Street Alabama Awards of Excellence Banquet held in Jasper; the Promotion Committee hosted its annual Craft Party to welcome UM freshmen with 110 in attendance; Main Street is showing their Bulldog and Falcon Pride on Main Street with three new banners; Business Basics in September is Customer Service 101. See Appendix 5.

Council Member Swords called on Adele Nelson, Executive Director, Montevallo Chamber of Commerce for the Chamber report. Adele reported Montevallo Farmers' Market is a wrap for the season; September Chamber Chatter will be delivered on Friday; Tinglewood Festival will be held September 6th; S.K. Quilts Studio and Sophie's Kitchen will hold ribbon cuttings the second week of September; September Chamber luncheon will be Montevallo Rotary Club. See Appendix 6.

Council Member Swords reported Finance Committee will meet Wednesday, August 30th.

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

New Business:

- **Request to approve the MOU with the Montevallo Historical Society** regarding the restoration and lease of the Mahler House. Motion made by Council Member Eisenberg, Seconded by Council Member Swords, Vote: 5 Ayes; 1 Abstain, Council Member King. Motion passed. See Appendix 7.
- **Resolution 08252025—654** to allow Mayor Nix to execute the Lease and Memorandum of Understanding regarding the Mahler House with the Montevallo Historical Society. Motion made by Council Member Eisenberg, Seconded by Dukes, Vote: 5 Ayes; 1 Abstain, Council Member King. Motion passed. See Appendix 8.

Old Business: None

Board Appointments: None

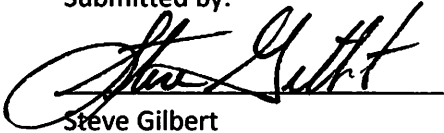
Citizen Participation: C.P. Bobby Pierson 1121 SW Oak Street Question about what to do about his icemaker if water needs to run for two minutes; Commented that if anyone needs a ride to the polls to call the SCNAACP at 205-915-0787.

Council Member Mitchell read a "Thank You" statement to Council for everyone that supported her during the time of the loss of her son. See Appendix 9.

Joyce Lewis addressed Council Member Mitchell and was glad to see her; she addressed Council Members and wished good luck to those seeking re-election.

Adjourn: Mayor Nix called for a Motion to adjourn the meeting. Motion made by Council Member Dukes, Seconded by Council Member Eisenberg, All Ayes. Meeting adjourned at 7:07 P.M.

Submitted by:

A handwritten signature in black ink, appearing to read "Steve Gilbert", written over a horizontal line.

Steve Gilbert
City Clerk / Treasurer

APPENDIX 1

	January-25	February-25	March-25	April-25	May-25	June-25	July-25	August-25	September-25	October-25	November-25	December-25	Total
Total Reports	78	86	90	99	71	90	90	58	0	0	0	0	662
Criminal Cases	55	70	7	68	52	64	21	42					379
Non-Criminal	33	16	20	31	19	26	21	26					192
Traffic Accidents	17	9	5	310	8	11	11	63					434
Traffic Citations	147	122	129	160	122	113	147	70					1010
DUI Arrests	10	5	13	9	8	14	9	3					71
Public Intox Arr	0	2	1	3	1	2	1	0					10
Alias Arrests	2	11	5	11	6	18	13	6					72
Juvenile Arrests	1	1	0	0	0	0	0	0					2
Misd Arrests	4	8	6	6	5	7	15	8					59
Felony Arrests	0	4	6	3	2	6	10	3					34
Drug Related	2	7	11	10	8	10	22	5					75
Total Arrest	19	38	42	42	30	57	70	25	0	0	0	0	323
Auto Thefts	0	0	1	0	0	0	1	0					
Burglaries	1	0	2	1	0	0	0	0					
Auto Recoveries	0	0	0	0	0	0	0	0					
Auto Burglaries	1	0	0	2	0	0	0	0					
Criminal Mischief	1	2	4	1	1	0	1	2					
DV. Related	4	2	1	1	2	2	4	1					
Assaults	1	2	1	1	1	0	2	1					
Fraud/Forgery	1	0	1	0	2	1	0	0					
Harass / Reck	2	2	2	3	1	1	1	1					
Misc. Offenses	20	27	26	33	18	18	23	19					
Robberies	0	0	0	0	1	0	0	0					
Sex Crimes/Other	0	0	0	1	0	0	0	1					
Thefts / Attempts	6	2	4	1	5	1	9	1					
Suicide / Attempts	0	0	0	0	0	0	0	0					
Deaths	0	1	0	1	1	0	1	0					

APPENDIX 2

Montevallo Fire Department Report
8.25.25

August 1 - August 15th 2025

EMS- 43

Lift assist- 1

Structure Fire- 1

Brush Fire- 1

Dumpster Fire- 0

Electrical Fire - 0

Vehicle Fire- 0

Appliance Fire- 0

Fire Alarm - 1

MVC- 3

Fuel Spill/ gas leak- 1

Assist other agency- 0

Assist Public-

Assist Law Enforcement- 1

Total Calls for the first half of

August- 51

Brad Davis

Fire Chief

City of Montevallo

Montevallo Fire & Rescue Service

541 Main Street

Montevallo, AL 35115

Office- 205-666-2555. Ext. 705

PARNELL MEMORIAL LIBRARY

AUGUST 25, 2025

- Our new patron computers are up and running! Thank you again to the Community Foundation of Greater Birmingham! We were able to purchase 6!
- Tomorrow, we will have mini music at 10:00, Pokémon club at 3:30, and Medicare 101 at 6:00.
- Storytime on Wednesday at 10:00
- A tween and teen, 6th grade and up library scavenger hunt Thursday night, the 28th at 6:00
- September is library card signup month, so make sure to get your library cards! You can do so much with a library card! Library cards shows our counties and states that libraries ARE important! Some local businesses are partnering with us, Meri Moon and falcon Art, so if you bring in your library card, you will receive 10% off. If you do not have a library card, come get one!
- Since August we took a "break: but September we are gearing back up!
- We are starting a traditional 4H Club, and it will start Wednesday, at 3:30.
- Tiny Tumbling is back, and will start the first Friday in September at 10:30
- Homeschool Hub will also start back, with a NEW date and time, The first Friday in September at 11:30.
- September calendar will be posted tomorrow.
-

City Council Meeting: August 25, 2025

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

-  **NEW SCHOOL YEAR:** We have been excited to be a part of activities at our local schools as they have welcomed students back to their campuses. We are working to implement our programming. We'd also like to welcome Officer Mark "Bishop" Friedman to the SRO team at the Elementary School. We also new administrators at the Elementary School- Principal Franks and Counselor Hilson and Montevillo Middle School welcomed Ms. Haigler as a new Counselor. We are working to build relationships to further provide information and resources to students.
-  **WOODCARVING CLASS:** Impact partnered with the Parnell Memorial Library and the Tinglewood Committee to host two sessions of a woodcarving class with local legend Tim Tingle. The classes were at capacity with over 30 attendees. We had the option to use wood or soap. Youth and adults alike had a great time learning the trade. It is important for youth to identify positive hobbies to deter risky behaviors. We are happy to help you discover new interests. Thank you to Tim for being willing to teach his craft to our community.
-  **SPORTS EVENTS:** Impact cheered on the Bulldogs at their first home game this past week, passing out pompoms to the crowd encouraging cheering on good behavior and choices. We plan to be at the Middle School's first home game on September 4th and the JV home game on September 29.
-  **ANNUAL REPORT:** Our Annual Progress Report, Data Management Plan and Coalition Classification Tool reports have been submitted to the CDC for review. Two of the three have already been approved. We are hoping to receive approval on the progress report and our notice of award funding for fiscal year 2026 within the next month.
-  **COALITION MEETING:** We will resume monthly coalition meetings next week, Tuesday, September 2 at 9:00 am via zoom. Everyone is invited to attend. Just email me at impactmontevallo@gmail.com to get the link.



**Report to City Council
August 25, 2025**

General Updates

- We are excited to announce that we were recognized for the following projects at the twelfth annual Main Street Alabama Awards of Excellence Banquet in Jasper last week:
 - Excellence in Public Art: “Bienvenidos A Montevallo” Mural
 - Excellence in Public/Private Partnerships: The K.A.S.H. Market
 - Excellence in Promotion: Montevallo Backyard Book Fest

The new mural at 620 Valley Street welcomes people to Montevallo in Spanish, honoring our growing Hispanic and Latino population. It was painted by Mobile-based mural artist “El Vrt” and funded by a grant provided by Main Street Alabama. The K.A.S.H. Market is an initiative co-hosted by several local entities that promotes youth entrepreneurship, culminating in a special one-time section of the Farmers’ Market where vendors can sell their wares. The Montevallo Backyard Book Fest is a new event at the Orr Park Pecan Grove celebrating books and literacy, serving as a fundraiser for the Parnell Memorial Library Foundation.

Local programs also selected a Main Street Hero that honored an individual, business, or organization that made an outstanding contribution to their program. Jackson McNeely, Monte Gras Ball Committee Chair and Design Committee member, was recognized for her leadership in planning Montevallo Main Street’s new signature fundraiser, as well as her creation of Child Abuse Prevention Month blue pinwheel displays in April 2024 and 2025.

- On August 17, our Promotion Committee hosted our Annual Craft Party to welcome incoming UM freshmen. We had our biggest crowd ever--110 students! Many thanks to Parnell Memorial Library for hosting us, and to our volunteers Sarah, Marissa, Brandelyn, Jo, and Maggie for helping with this event.
- We are showing our Bulldog Pride - and Falcon Pride - on Main Street! Many thanks to our Promotion Committee Members, especially Sarah, for their leadership in helping us recognize our local athletes with three new banners displayed downtown! Scan the QR codes to see the fall sports schedules for both our Bulldogs and Falcons.

Business Opportunities

- Registration is open for September’s Business Basics class at City Annex, which will be led by Dr. Gary Johnson on “Customer Service 101” at 8 AM on September 11. Register online at this link: <https://montevallo-main-street.square.site/business-basics-2025>
- Applications are now open for our Fall 2025 cohort of CO.STARTERS, open to all aspiring and current small business owners who would like to fine-tune their business plans while hearing from other local successful entrepreneurs. Fall 2025 classes will be held at the University of Montevallo’s Michael E. Stephens College of Business classroom 212 on Tuesdays from 6-9 PM, starting September 9 and ending November 4, with a celebration to be held on November 6. Learn more and apply for your spot (\$99 ea) at this link:
 - <https://www.cityofmontevallo.com/CO.STARTERS.aspx>

Courtney Bennett, Executive Director

08/25/2025 Chamber/City Report

- 1) 2025 "Shelby Living's Best of the Best Farmers' Market" Wrap-up on the **15th Annual Montevallo Farmers' Market Season** - 12 Mondays, 1 City, 1 Chamber, 6 sponsors, 36 vendors representing 6+ counties, 1 K.A.S.H. Market, 10 themes, 29 volunteers, and over 3000 attendees.
- 2) September **Chamber Chatter** distribution will be Friday August 29th along with Tinglewood Festival posters.
- 3) **Tinglewood Festival** Sat September 6th / 9am - 5pm / Orr Park
- 4) **S.K. QUILTS STUDIO RIBBON CUTTING** / Tues. September 9th / 2pm / 717 Middle St.
- 5) **SOPHIE'S KITCHEN RIBBON CUTTING** / Fri. September 12th / 10am / 1105 Ashville Rd
- 6) **September Chamber Luncheon** / 17th WEDNESDAY "Montevallo Rotary Club"
Speakers: Montevallo Rotary Club Representatives / Parnell Library / 11:30am / Lunch - noon / \$15. each *RSVP* by Friday September 12th to 205-665-1519
or montevallochamber@gmail.com
- 7) The Montevallo Chamber would like to thank the City for their continued support of the Chamber in the upcoming 2025/2026 City Budget.



Adele Nelson

Executive Director

Montevallo Chamber of Commerce

P.O. Box 270 Montevallo, AL 35115

205.665.1519 office

www.montevallocc.com

Memorandum of Understanding

Between the City of Montevallo, Alabama and Montevallo Historical Society, Inc.

Whereas, the Montevallo Historical Society, in an effort to further promote, support, and effect preservation of historically significant structures, sites, and other things relating to Montevallo, Alabama has proposed to occupy and maintain the Mahler House located on property deeded to the City of Montevallo on December 2, 2013; and,

Whereas, the City of Montevallo passed a resolution on December 2, 2016, accepting the donation of Elizabeth A. Mahler property, including the improvements and structures located on the Mahler Family Farm; and,

Whereas, the City further resolved to accept those covenants running with the land and filed in the Probate Court of Shelby County on November 22, 2013, including the covenant committing the City to preserve the old Mahler home place for the purpose of enjoyment and usage by the City and its citizens, as well as the covenant to retain and maintain that portion of the Section 15 property lying northwest of Alabama Highway 119; and,

Whereas, the Montevallo Historical Society desires to further the efforts to preserve the home site of the Mahler Family, also known as Perry Hall; and

Whereas, the City of Montevallo desires to facilitate and assist the Montevallo Historical Society in such an endeavor; and

Whereas, the Montevallo Historical Society and the City of Montevallo have reached an understanding to lease the Mahler Family Home for an initial term of 30 years, along with certain described surrounding property, as more fully detailed and attached hereto; and,

Whereas, the Montevallo City Council has resolved and authorized the Mayor to negotiate and effect this Memorandum of Understanding.

Now, Therefore, the City of Montevallo and the Montevallo Historical Society hereby execute this Memorandum of Understanding:

- The City of Montevallo agrees to provide and bind general liability, casualty and property insurance coverages for the house and contents; and
- The City of Montevallo agrees to name the Montevallo Historical Society as an additional insured; and
- The City of Montevallo agrees to maintain the grounds surrounding the home site as part of the ongoing maintenance of Shoal Creek Park; and
- The City of Montevallo and The Montevallo Historical Society agree to adopt a plan for restoration and preservation of the Mahler Home Site; and

- The Montevallo Historical Society agrees to use its best efforts to provide funding for the restoration and preservation of the aforementioned site, via grants and other funding sources; and
- The Montevallo Historical Society agrees to maintain the house and allow public access via scheduled hours posted in advance.
- The Montevallo Historical Society agrees to adopt a plan of renovation within six (6) months of the adoption of this agreement, or such other time as the parties may agree, and submit to the City for approval.
- The Montevallo Historical Society agrees to begin renovations on the home site within nine (9) months of the adoption of this agreement, or such other time as the parties may agree.
- The City of Montevallo shall otherwise honor the wishes of the Mahler Family by retaining possession, control and ownership of the property within the conditions imposed by the covenants executed and recorded by the Shoal Creek Farms, Inc. on November 22, 2013.
- Simultaneously with the execution of this Memorandum, the parties have also executed a lease agreement relating to the subject real estate. If the terms of this Memorandum and the lease agreement conflict, the lease agreement shall control.

This Memorandum of Understanding was adopted and approved by the Montevallo Historical Society, Inc. on the _____ day of _____, 2025.

MONTEVALLO HISTORICAL SOCIETY

John E. McCulley, President

Attest:

Judy Santa Cruz Duda

This Memorandum of Understanding was adopted and approved by the Montevallo City Council on the _____ day of _____, 2025.

CITY OF MONTEVALLO

Rusty Nix, Mayor

(CITY SEAL)

Attest:

Steve Gilbert, City Clerk



APPENDIX 8

RESOLUTION NUMBER 08252025-654

BE IT RESOLVED, by the City of Montevallo as follows:

That the City enter into an agreement with the Montevallo Historical Society, a non-profit corporation, for the lease of certain real property known as the Mahler House / Perry Hall located at 2679 Highway 119 in Montevallo, Shelby County, Alabama, and described in the lease agreement attached hereto and,

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Montevallo, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the 25th day of August 2025, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

Steve Gilbert City Clerk

Rusty Nix Mayor

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on the 25th day of August 2025.

Steve Gilbert City Clerk

STATE OF ALABAMA)
)
SHELBY COUNTY)

LEASE AGREEMENT

THIS Lease Agreement is made and entered into this the _____ day of August, 2025, at Montevallo, Alabama, by and between the City of Montevallo, Alabama, a Municipal Corporation, hereinafter referred to as "Lessor", and the Montevallo Historical Society (the "Society"), a non-profit corporation, hereinafter referred to as "Lessee".

ARTICLE I: PROPERTY LEASED

Lessor hereby leases to Lessee, and Lessee leases from Lessor, that certain property hereinafter called the "Leased Premises", located at 2679 Highway 119 in Montevallo, Shelby County, Alabama, and described as follows:

LEGAL DESCRIPTION

A Parcel of land located in the North Half of the Northwest Quarter of Section 15, Township 22 South, Range 3 West, Shelby County, Alabama, said parcel being more particularly described as follows:

COMMENCING at the Northeast corner of Section 15, Township 22 South, Range 3 West, Shelby County, Alabama; thence North 88° 44' 10" West for a distance of 1317.71 feet to a 3/4" open top pipe; thence South 68° 16' 24" West for a distance of 2401.13 feet to a concrete monument on the western right of way of State Highway 119, said point being on a curve to the left having a radius of 5769.82 feet, with a chord bearing of South 48° 43' 31" West and a chord length of 35.00 feet; thence along said arc, an arc length of 35.00 feet to the POINT OF BEGINNING of the parcel herein described, said point being a 1/2" rebar; thence continue along said right of way curve to the left having a radius of 5769.82 feet, with a chord bearing of South 46° 27' 55" West and a chord length of 420.06 feet; thence along said arc, an arc length of 420.15 feet to a 1/2" rebar; thence North 45° 37' 15" West for a distance of 60.00 feet to a 1/2" rebar; thence South 44° 22' 45" West for a distance of 58.88 feet to a 1/2" rebar; thence leaving said right of way, North 21° 49' 07" West for a distance of 53.98 feet; thence North 11° 41' 50" East for a distance of 397.25 feet; thence North 87° 36' 55" East for a distance of 198.36 feet; thence South 39° 26' 46" East for a distance of 204.49 feet to the POINT OF BEGINNING of the Parcel herein described. Said Parcel containing 2.48 Acres, 107976 Square Feet, more or less.

The Leased Premises consists of the building as constructed on the land, the exterior yards, and the parking lots provided by the Lessor.

ARTICLE II: LEASE TERM AND COMMENCEMENT

The initial term of this lease shall be for a period of thirty (30) years commencing on August _____, 2025, (the "Lease Commencement Date") and expiring on August _____, 2055. The Lessee shall be entitled to possession and occupancy of the Leased Premises on August _____, 2025, provided that the Lease Agreement has been executed by all parties and that payment of the first year's rent has been made by the Lessee. Provided Lessee is not in default hereunder, Lessee shall have the right and option, to be exercised in its sole discretion, to extend the term of this Lease for four (4) five-year renewal terms, the first of which shall commence on August _____, 2055, and end on August _____, 2060, with successive renewal terms following likewise. This Agreement shall be deemed to have been renewed for a period of five years beginning the day following, respectively, the last day of the original lease period and any subsequent lease renewal period, unless the Lessee provided the Lessor with written notice of non-renewal no later than one hundred twenty (120) days prior to the last day of the then-current lease period. All terms of this Lease shall remain in effect for all renewal terms.

Notwithstanding the lease terms, Lessee may terminate this lease at anytime upon one hundred twenty (120) days notice to Lessor.

ARTICLE III: RENT

Lessee covenants to pay as rent to Lessor the sum of One Dollar (\$1.00) per year. Rent shall commence August _____, 2025 and shall be payable in advance on the same said date in each and every year during the initial lease term and any renewal term, as applicable.

ARTICLE IV: USE

Lessee agrees to use the Leased Premises only for the Society's official purposes, as authorized by resolution of its Board of Directors. Any other use requires the prior written consent of the Lessor, such consent not to be unreasonably withheld or delayed.

ARTICLE V: CONDITION OF PREMISES

Lessee accepts the Leased Premises in its present "AS-IS" condition. Lessee agrees to perform any work, make any improvements, or alterations to the Leased Premises in agreement with plans as set forth and agreed to on a continuing basis between the City of Montevallo and the Society.

Lessor makes no express or implied warranties as to the condition of the structure, or of any plumbing, electrical, heating, or air conditioning, or any other existing systems.

ARTICLE VI: COMPLIANCE WITH LAWS

Lessee shall comply with all laws, orders and regulations of Federal, State, County and Municipal authorities as to the use of the Leased Premises. Lessee shall not do, or permit to be done, any act within or upon the Leased Premises which invalidates any fire insurance policies covering the building.

ARTICLE VII: REPAIR AND MAINTENANCE

The purpose of this lease is to provide the Society with the opportunity to preserve the Leased Premises insofar as possible. The parties anticipate the Society will seek to obtain and use substantial grant funds in that effort. As such, Lessee agrees to use its best efforts to do the following: to maintain the Leased Premises during the Lease Term or any renewal thereof in a safe condition; to maintain and repair the roof, the exterior structural portions of the building, and the exterior yards and parking areas on the land; to maintain and repair the interior spaces and the electrical, plumbing and mechanical systems. At the expiration of the Lease Term, Lessee shall deliver the Leased Premises to Lessor in "as is" condition and state of repair, ordinary wear and tear excepted.

ARTICLE VIII: UTILITIES

Lessee shall be responsible for payment of utility bills for electricity, water, telephone, natural gas, broadband, sewage, and other utilities arising from or used in connection with the Leased Premises. Lessor shall be responsible for removal of rubbish and garbage from the Leased Premises. Lessee shall comply with all health regulations and all governmental regulations applicable to the activities conducted on the Leased Premises by Lessee.

ARTICLE IX: TAXES

Lessor shall pay, as the same become due and payable, all general real estate taxes and all special assessments levied upon or assessed against, or which become due and payable in connection with, the Leased Premises.

ARTICLE X: INDEMNIFICATION

Lessee assumes all risk of injury or damage to persons or property within the Leased Premises. To the fullest extent permitted by law, Lessee agrees to indemnify, defend, save and hold Lessor and its officers, officials, Council members, agents and employees from and against any and claims, demands, actions, liabilities, damages, losses, and expenses, including court costs, reasonable attorney's fees, and cost of claim processing, investigation and litigation (collectively referred to as "Claims") including, but not limited to, personal injury (including death) or property damage caused in whole or in part by the acts, errors, omissions, negligence or alleged negligence of Lessee or any of Lessee's directors, officers, agents, employees, guests, invitees, volunteers or subcontractors. This Indemnity includes any claim arising out of or connected with the

use or occupancy of the Leased Premises, or in any way arising out of the activities of the Lessee, its employees, guests and invitees in the Leased Premises. Notwithstanding the foregoing, however, Lessee shall not be liable for the negligence or intentional acts or omissions of the Lessor or its contractors, agents, servants or employees.

ARTICLE XI: INSURANCE

A. Lessor shall pay for fire and extended coverage insurance on the building and other improvements on the Leased Premises in an amount equal to the maximum insurable replacement value of the improvements on the Leased Premises. Lessee shall be listed as an additional named insured on the policy.

B. Lessor shall provide public liability and property damage insurance for operations on the Leased Premises in the amount of at least \$1,000,000 which policy shall cover the Lessor as well as the Lessee. Said insurance policies to be provided by Lessor herein shall name Lessee as an additional insured and shall be issued by an insurance company approved by Lessor. Lessor shall provide Lessee with certificates of insurance evidencing the coverage required herein.

C. Lessee shall be responsible for providing casualty insurance on building contents, and it shall list Lessor as an additional insured on the policy. Any policy for coverage of contents shall be obtained from the same insurer as the provider of coverage for the structure unless both Lessor and Lessee agree otherwise in writing.

D. In the event of loss, insurance proceeds paid for repair shall be paid to the Society. In the event of total loss, the insurance payment will be divided based on the relative values of the leasehold interest and the reversionary interest.

ARTICLE XII: SIGNAGE

Lessee shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect, signs on any portion of the Leased Premises, provided that Lessee shall remove any such signs upon termination of this Lease, and repair all damage occasioned thereby to the Leased Premises.

ARTICLE XIII: ALTERATIONS

Lessee shall have the right to make any alterations, additions or improvements to the Leased Premises in accordance with the agreed to plans with the Lessor. Any alterations, additions and improvements made in accordance with the terms of this Lease shall be done and performed in a good and workmanlike manner and shall remain from the time of construction and installation, the property of the Lessor. Lessee shall not permit any liens to attach to the Leased Premises without written consent of Lessor, and shall pay all costs for and save the Lessor harmless on account of any claims of mechanics, materialmen, or any liens in connection with any such alterations, additions or improvements for which it did not obtain such written consent. Lessee shall have the

right to place on the Leased Premises, Lessee's trade fixtures, equipment or other personal property of Lessee. Lessee shall have the right to move, remove, replace or repair its trade fixtures placed on the Leased Premises by Lessee, provided such act is an ordinary course of business and Lessee's covenant as to the condition of the Leased Premises shall apply on account thereof.

ARTICLE XIV: INSPECTIONS

Lessee agrees to permit Lessor or Lessor's agents to inspect or examine the Leased Premises at any reasonable times. Such permission as is granted hereby to Lessor shall not be deemed to require Lessor to do any act unless specifically provided for in this Lease.

ARTICLE XV: LOSS, DAMAGE

Lessor shall not be liable for any loss, damage or expense to any person or property of Lessee or the personal property of Lessee's employees or invitees. Lessor shall not be liable for any theft of Lessee's property, nor for any injury or damage to any persons or property resulting from any cause whatsoever, unless due to the willful acts or gross negligence of Lessor, its officers, agents, servants and/or employees.

ARTICLE XVI: CARE OF LEASED PREMISES

Lessee agrees to use due care in the use of the Leased Premises and further agrees that it will not commit waste thereon.

ARTICLE XVII: TOXIC OR HAZARDOUS MATERIALS

Lessee shall not store, use or dispose of any toxic or hazardous materials in or about the Leased Premises without the prior written consent of Lessor, except as to materials on the premises for use by a building contractor.

ARTICLE XVIII: RELATIONSHIP OF LESSOR AND LESSEE

The execution of this Lease or the performance of any act pursuant to the provisions thereof shall not be construed to have the effect of creating between Lessor and Lessee the relationship of principal or agent, or of partnership, or of joint venture, and the relationship between them shall only be that of landlord and tenant.

ARTICLE XIX: REMEDIES FOR DEFAULT

If Lessee shall fail to pay rent or shall default in any other provision of this lease or shall abandon the Leased Premises, Lessor, in addition to all other remedies provided either at law or in equity, may re-enter and take possession of the Leased Premises and remove all persons and property therefrom without being guilty of any trespass. All rights and remedies of Lessor under this Lease shall be cumulative, and none shall exclude any

other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefor arises.

ARTICLE XX: NOTICES

All notices required to be given to Lessor under this Lease shall be delivered to the City of Montevallo, 541 Main Street, Montevallo, Alabama, 35115, or such other address as Lessor may direct by written notice forwarded to Lessee by certified mail. All notices to the Lessee shall be delivered to the Society via first class mail or email to its registered agent, or such other address as Lessee may direct by written notice forward to Lessor by certified mail.

ARTICLE XXI: WAIVER

The failure of Lessor to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect. The receipt by Lessor of partial rent, after the Lessee's default of any covenant hereof, shall not be deemed to constitute a cure of any such default unless expressed in writing and signed by Lessor.

ARTICLE XXII: SUCCESSORS

The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the successors and assigns of each of the parties hereto.

(The space is intentionally blank.)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this
the _____ day of August, 2025.

CITY OF MONTEVALLO

BY: _____
RUSTY NIX, MAYOR

ATTEST:

STEVE GILBERT, CITY CLERK

MONTEVALLO HISTORICAL SOCIETY
A NON-PROFIT CORPORATION

BY: _____
John E. McCulley, President

ATTEST:

Judy Santa Cruz Duda, Secretary

Lelia Horton Mitchell - 645 Hwy 204, Montevallo, Alabama

Mayor Nix, Montevallo City Council Members, Montevallo Water and Sewage Board, Montevallo Police Department, Montevallo Chamber of Commerce, Montevallo Fire Department, Montevallo City Employees, IMPACT Montevallo, MJCC, Montevallo Main Street, Parnell Memorial Library, Montevallo Historical Preservation Commission, The Montevallo Legacy Project Commission, The Montevallo Senior Citizens, Montevallo BUSINESSES, **THE CITIZENS OF MONTEVALLO ... TO MY CONSTITUENTS!**

MY true appreciation and gratitude to each of you during my SON'S DEPARTURE and FLIGHT to his eternal home in HEAVEN with our LORD and SAVIOUR JESUS CHRIST!

YOUR CALLS, CARDS, CONDOLENCES, COMFORT, LOVE, MEALS, PRAYERS, SYMPATHY, TEXTS, WORDS OF ENCOURAGEMENT, VISITS have been an inspiration and strength to me and my family!

MY FAMILY and I are grateful to each of you for your **consolation that you have shown us through your many acts of kindness.**

SPECIAL THANKS to Mayor Rusty Nix for your visitation during our final precious moments with JAMAL and our family!

May the Lord Bless you and protect you,
May the Lord smile upon each of you and be gracious to You;
May the Lord show you His favor and give you His peace!

THE MITCHELL FAMILY