

## **MINUTES**

### ***Montevillo City Council Work Session***

**June 8, 2026**

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

**Present: Mayor Rusty Nix, Council Member David King, Council Member Lelia Mitchell, Council Member Kenneth Dukes, Council Member Brandelyn Nelson, Council Member Alyssa Green. Quorum present.**

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

#### **Discussion of New Business Items:**

- **Discussion of Adoption of Financial Statements and Audit** for Fiscal Year ending September 30, 2024 as presented by Doeren-Mayhew Assurance, LLC.
- **Discussion of Adoption of MOU for the Regional Acquisition of SCBA (Self Contained Breathing Apparatus) Equipment** in conjunction with the Calera and Alabaster Fire Departments via the Assistance to Firefighters Grant Program.
- **Discussion of Resolution 06082026-3473** authorizing the expenditure of funds for a 10% match of the cost of SCBA Equipment as acquired via the Assistance Firefighters Grant Program.
- **Discussion of Resolution 06082026-772** authorizing a onetime longevity bonus for retired City Employees or beneficiaries via the ARSEA/APEAL Legislation Act 2026-608.
- **Discussion of Recommendation to Accept** quote from ACE Tree Service in the amount of \$5,200.00 for the treatment and fertilization of trees along North Boundary St.
- **Discussion of Adoption of MOA with the Shelby County Board of Education** regarding the scheduling and use of Gymnasium space at Montevillo Highschool.
- **Discussion of Recommendation to provide a Community Sponsorship** to the America 250 Celebration at the American Village \$5,000.00.

#### **Other Business:**

- **Discussion of Resolution 06082026-3862** A Resolution authorizing the issuance of a loan by the Montevillo Development Cooperative District (MDCD) with Central State Bank.
- **Discussion of Adoption** of MDCD Project Development Agreement.

#### **Mayor Nix Called for Committee Reports:**

Mayor Nix called for the Public Health and Safety Reports. Council Member Dukes called on Chief Burr for the Police Department report. Chief Burr reported there were 121 Cases for the month of May and 498 Total Reports for the Year. See Appendix 1.

Council Member Dukes called on Chief Davis for the Fire Department report. Chief Davis reported there were 129 Calls for the month of May and 657 Total Calls for the Year. See Appendix 2.

### ***Montevillo City Council Meeting***

**June 8, 2026**

**6:00 p.m. at City Hall**

**Present: Mayor Rusty Nix, Council Member David King, Council Member Lelia Mitchell, Council Member Kenneth Dukes, Council Member Brandelyn Nelson, Council Member Alyssa Green. Quorum present.**

**Pledge of Allegiance**

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

**Invocation** Pastor Rance Gaddis, Apostolic Power Ministries Worldwide gave the invocation.

**Approval and/ or corrections of the Minutes:** 05.26.26 Minutes - Motion made by Council Member Mitchell, Seconded by Council Member Dukes, All Ayes, Motion Passed.

**Recognitions/Awards:** None

**Opportunities for Citizens to speak to the Council:**

- Bobby CP Pierson 1131 SW Oak St asked about MOA with B.O.E. Question about use of gym; cleaning of gym after use; terms are in Memorandum of Agreement (MOA).

**Mayor Nix called for Committee Reports to Continue:**

Council Member Dukes called on Sarah Shaw, Director Impact Montevallo. Sarah reported Impact and the three SROs attended the Safe Schools Conference last week; the information was impactful and heavy content that must be discussed when keeping our youth safe; presentations were given by a Virginia Tech Survivor that was shot 3 times during the 11 minute span attack that killed 32 and wounded 26 others; an SRO from the Arapahoe High School Shooting and the tactics used by the shooter and who should be able to call for a school lock-down, in this incident it was the janitor; the Secret Service on National Threat Assessment presented data that showed grievances remain the primary motive of active shooters; an FBI Special Agent on the Most Dangerous Behaviors of individuals and what to look for as red flags; a Digital Threat Resource partner provided resources to help recognize warning language and content; Federal & State School Law Updates were reviewed and advised SROs are a core member of the school's educational team; FBI Mobile Office spoke on Nihilistic Violent Extremism effecting the youth of Alabama by targeting youth online; State Department of Education shared updates on the Alabama Center for Safe Schools on the new safety technology platform; Camp Journey will be held July 20<sup>th</sup> – 23<sup>rd</sup> for rising 6<sup>th</sup> graders and 31 attendees are registered; Youth Forum is June 20<sup>th</sup>; Free Family Movie Night is June 25<sup>th</sup>; Family Bingo is June 27<sup>th</sup>; Short-Term Action Teams – Community observations on how to best help our youth via Zoom on June 17<sup>th</sup>, June 23<sup>rd</sup>, July 7<sup>th</sup>, and July 28<sup>th</sup>. See Appendix 3.

Sarah Shaw gave the update for the MJCC report. Registration for the 2026 – 2027 school year is open online for all local schools using the new PowerSchool Enrollment platform; MES is making updates to the cafeteria; MJCC members will be volunteering at the American Village July 3<sup>rd</sup> and 4<sup>th</sup> in the kids area; Shelby County NAACP is hosting a STEM Career Day for youth grades 4 – 12 on July 11<sup>th</sup>, 9 AM – Noon, RSVP required; MJCC is still accepting membership applications. See Appendix 4.

Mayor Nix called for the Sustainability Reports. Council Member Mitchell called on Kirk Hamby, Head of Public Works. Kirk reported 9 street are blocked; there is damage in City Parks and Cemetery; the department has hauled off 74 loads of leaf and limb debris.

Council Member Mitchell reported the Historical Commission meeting will be held on Tuesday, July 7<sup>th</sup> at 6 pm at the Library.

Council Member Mitchell reported the 4<sup>th</sup> Annual Juneteenth Celebration will be held on Friday, June 19<sup>th</sup> from 10 AM – 1 PM in George Dailey Park. See Appendix 5.

Mayor Nix called on Council Member Green for Recreation and Community Development. Council Member Green reported the Parks & Recreation Board Meeting will be held June 23<sup>rd</sup> at 5 PM at the Senior Center. The Parks & Recreation Board/ Trails Committee is seeking additional board members. If you are interested in serving on either of these boards attend this meeting.

Council Member Green reported the Shoal Creek Park Foundation will have a meeting tomorrow at 1 PM at the Parnell Memorial Library.

Council Member Green asked for the Historical Preservation Committee to provide an update on the Mahler House at the next Council meeting.

Council Member Green called on Sydney Baugh, Youth Athletics Director. Sydney reported the last Cheer and Football sizing will be on June 18<sup>th</sup> at the Scout Lodge from 5 PM – 7 PM; Football conditioning has started; Shoal Creek was finally able to be cut; the tree will be removed from the trail this week; high school cross country is doing a fun run this week at Shoal Creek Park; the Senior Center participants will be going to play BINGO in Helena this Thursday; Burger King on the 17<sup>th</sup>; Texas Roadhouse on the 26<sup>th</sup>; and the Senior Center will be closed on Friday, June 19<sup>th</sup>. Council Member Green reported she visited the Senior Center and they are in need of volunteers for the Meals on Wheels program. See Appendix 6.

Mayor Nix called for the Education, Arts & Outreach Reports. Council Member Nelson advised Marissa Wilson, Parnell Memorial Library had a family issue and was unable to attend. No written report submitted.

Council Member Nelson thanked Sarah Shaw, Director Impact Montevallo for providing the MJCC report.

Council Member Nelson reported the American Village, Alabama's Designated Semiquincentennial Celebration Capitol, is seeking volunteers for July 3<sup>rd</sup> and July 4<sup>th</sup> for all the activities planned for America's 250<sup>th</sup> Birthday Celebration. If you are interested in volunteering call the American Village and they will assist you.

Mayor Nix called on Council Member King for Finance, Economic Development & Tourism. Council Member King read Adele Nelson's Montevallo Chamber report as she was at the Montevallo Farmers' Market. The Montevallo Farmers' Market began on Monday, June 1<sup>st</sup> and will run through Monday, August 17<sup>th</sup> from 3 PM – 6 PM behind Montevallo First Baptist Church; the Chamber will be assisting the Boys and Girls Club with the "Shine Under the Star" Movie in the Park on June 19<sup>th</sup> at Shoal Creek Park; Montevallo Community Awards will be held on June 23<sup>rd</sup>, 6 PM – 7:30 PM at the UM Retreat Center. See Appendix 7.

Council Member King read Courtney Bennett's, Executive Director, Montevallo Main Street E-Newsletter. Council Member King reported Main Street is Celebrating a Decade on Main on June 13<sup>th</sup> from 5 PM – 8 PM and bring your BINGO card; Main Street is partnering with the David Mathews Center for Civic Life, Impact Montevallo, and Keys to the City Community Coaching to host a series of Community Conversations about what citizens would like to see for downtown Montevallo on June 9<sup>th</sup>, 11<sup>th</sup>, and 13<sup>th</sup>; First Community Yard Sale was a success; Main Street will be participating in the Juneteenth Celebration. No written report submitted.

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

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

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

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

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

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

**New Business:**

- **Adoption of Financial Statements and Audit** for Fiscal Year ending September 30, 2024 as presented by Doeren-Mayhew Assurance, LLC. Motion made by Council Member King, Seconded by Council Member Nelson, All Ayes, Motion Passed.
- **Adoption of MOU for the Regional Acquisition of SCBA (Self Contained Breathing Apparatus) Equipment** in conjunction with the Calera and Alabaster Fire Departments via the Assistance to Firefighters Grant Program. Motion made by Council Member King, Seconded by Council Member Mitchell, All Ayes, Motion Passed. See Appendix 8.
- **Resolution 06082026-3473** authorizing the expenditure of funds for a 10% match of the cost of SCBA Equipment as acquired via the Assistance Firefighters Grant Program. (Estimated at \$31,200.00). Motion made by Council Member Nelson, Seconded by Council Member King, All Ayes, Motion Passed. See Appendix 9.
- **Resolution 06082026-772** authorizing a onetime longevity bonus for retired City Employees or beneficiaries via the ARSEA/APEAL Legislation Act 2026-608. Total Funding Cost \$2,916.00. Motion made by Council Member Mitchell, Seconded by Council Member Dukes, All Ayes, Motion Passed. See Appendix 10.
- **Recommendation to Accept** quote from ACE Tree Service in the amount of \$5,200.00 for the treatment and fertilization of trees along North Boundary St. (Promenade). Motion Made by Council Member Dukes, Seconded by Council Member Green, All Ayes, Motion Passed. See Appendix 11.
- **Adoption of MOA with the Shelby County Board of Education** regarding the scheduling and use of Gymnasium space at Montevallo Highschool. Motion made by Council Member Dukes, Seconded by Council Member Mitchell, All Ayes, Motion Passed. See Appendix 12.
- **Recommendation to provide a Community Sponsorship** to the America 250 Celebration at the American Village \$5,000.00. Motion made by Council Member Green, Seconded by Council Member Mitchell, All Ayes, Motion Passed. See Appendix 13.

**Old Business:** None

**Board Appointments:** None

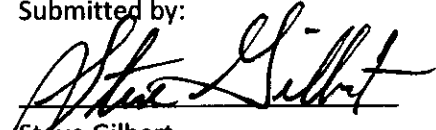
**Other Business:**

- **Resolution 06082026-3862** A Resolution authorizing the issuance of a loan by the Montevallo Development Cooperative District (MDCD) with Central State Bank. Motion made by Council Member Dukes, Seconded by Council Member Mitchell, All Ayes, Motion Passed. See Appendix 14.
- **Adoption** of MDCD Project Development Agreement. Motion made by Council Member Nelson, Seconded by Council Member Green, All Ayes, Motion Passed. See Appendix 15.

**Citizen Participation:** None

**Adjourn:** Mayor Nix called for a Motion to adjourn the meeting. Motion made by Council Member Dukes, Seconded by Council Member Mitchell, All Ayes. Meeting adjourned at 6:39 PM.

Submitted by:

  
Steve Gilbert  
City Clerk / Treasurer



## 2026 Montevallo Fire And Rescue Events by Type

Report Date: 6/1/2026

APPENDIX 2

|                       |                             | Jan | Feb | Mar | Apr | May | Total |
|-----------------------|-----------------------------|-----|-----|-----|-----|-----|-------|
| ABDOMINAL PAIN/INJURY |                             | 6   | 2   | 1   | 5   | 4   | 18    |
| ADMIN EVENT           | ADMIN EVENT FIRE SERVICE    | 0   | 0   | 0   | 1   | 0   | 1     |
| ALARM                 | CARBON MONOXIDE ALARM       | 1   | 0   | 0   | 1   | 1   | 3     |
|                       | COMMERCIAL FIRE ALARM       | 2   | 4   | 2   | 2   | 2   | 12    |
|                       | MEDICAL ALARM               | 3   | 1   | 6   | 6   | 1   | 17    |
|                       | RESIDENTIAL FIRE ALARM      | 6   | 2   | 2   | 2   | 5   | 17    |
|                       | SCHOOL/CHURCH FIRE ALARM    | 1   | 0   | 0   | 0   | 0   | 1     |
| ALLERGIC REACTIONS    |                             | 2   | 2   | 2   | 1   | 0   | 7     |
| ALTERED MENTAL STATUS |                             | 7   | 2   | 4   | 8   | 5   | 26    |
| ANIMAL                | ANIMAL BITE/ATTACK          | 0   | 0   | 1   | 0   | 0   | 1     |
| ASSAULT               |                             | 1   | 1   | 3   | 1   | 1   | 7     |
| BACK PAIN/INJURY      |                             | 1   | 0   | 1   | 2   | 1   | 5     |
| BLEEDING              |                             | 3   | 0   | 2   | 3   | 5   | 13    |
| BREATHING PROBLEMS    |                             | 11  | 8   | 11  | 11  | 13  | 54    |
| BURN INJURIES         |                             | 0   | 1   | 0   | 0   | 0   | 1     |
| CARDIAC               | CARDIAC ARREST - ADULT      | 1   | 0   | 1   | 2   | 2   | 6     |
|                       | CARDIAC ARREST - CHILD      | 0   | 0   | 1   | 0   | 1   | 2     |
| CHEST PAIN            |                             | 10  | 13  | 6   | 11  | 9   | 49    |
| CHOKING               | CHOKING - INFANT            | 0   | 0   | 0   | 1   | 0   | 1     |
|                       | CHOKING CHILD               | 0   | 0   | 2   | 0   | 0   | 2     |
| DIABETIC RELATED      |                             | 4   | 3   | 1   | 4   | 2   | 14    |
| DRUG OVERDOSE         |                             | 2   | 0   | 0   | 0   | 2   | 4     |
| EXTREMITY INJURIES    |                             | 1   | 1   | 8   | 6   | 7   | 23    |
| EYE INJURY            |                             | 0   | 0   | 1   | 0   | 0   | 1     |
| FALL                  | FALL FROM STANDING POSITION | 5   | 9   | 3   | 5   | 1   | 23    |
| FD ASSIST             | CHILD LOCKED IN CAR         | 0   | 0   | 0   | 0   | 1   | 1     |
|                       | LAW ENFORCEMENT             | 1   | 0   | 0   | 0   | 1   | 2     |
|                       | LIFTING ASSISTANCE          | 9   | 6   | 10  | 5   | 12  | 42    |
|                       | MUTUAL AID                  | 1   | 4   | 1   | 1   | 0   | 7     |
|                       | OTHER AGENCY                | 0   | 1   | 1   | 0   | 0   | 2     |
|                       | PUBLIC                      | 1   | 1   | 1   | 0   | 0   | 3     |
|                       | WITH WATER                  | 0   | 0   | 1   | 0   | 0   | 1     |
| FIRE                  | BRUSH / WOODS FIRE          | 4   | 4   | 3   | 2   | 2   | 15    |
|                       | COMMERCIAL STRUCTURE FIRE   | 2   | 1   | 0   | 1   | 1   | 5     |
|                       | DUMPSTER FIRE               | 3   | 1   | 0   | 0   | 0   | 4     |
|                       | RESIDENTIAL STRUCTURE FIRE  | 6   | 6   | 3   | 4   | 2   | 21    |
|                       | TRANSFORMER / POLE FIRE     | 0   | 0   | 0   | 1   | 6   | 7     |
|                       | VEHICLE FIRE                | 0   | 0   | 1   | 2   | 0   | 3     |
| GAS                   | GASOLINE / DIESEL SPILL     | 0   | 1   | 0   | 0   | 0   | 1     |
|                       | NATURAL / PROPANE GAS LEAK  | 1   | 1   | 0   | 0   | 0   | 2     |
| GENERAL ILLNESS       |                             | 20  | 19  | 22  | 9   | 14  | 84    |
| HEAD/NECK INJURY      |                             | 1   | 2   | 1   | 1   | 3   | 8     |
| HEADACHE              |                             | 2   | 0   | 1   | 0   | 3   | 6     |
| HEART PROBLEMS        |                             | 2   | 4   | 10  | 7   | 5   | 28    |
| MVC                   | MVC - CHECK FOR INJURIES    | 3   | 5   | 8   | 6   | 6   | 28    |
|                       | MVC WITH INJURIES           | 3   | 0   | 2   | 0   | 1   | 6     |
| NOTE IN CAD           |                             | 1   | 0   | 0   | 1   | 0   | 2     |

|                     |                               | Jan        | Feb        | Mar        | Apr        | May        | Total      |
|---------------------|-------------------------------|------------|------------|------------|------------|------------|------------|
| OB/GYN PATIENT      |                               | 0          | 0          | 0          | 1          | 0          | 1          |
| ODOR                | ODOR OF ELECTRICAL            | 0          | 1          | 0          | 1          | 0          | 2          |
|                     | ODOR OF PROPANE / NATURAL GAS | 1          | 0          | 1          | 0          | 0          | 2          |
| PERSON              | PERSON DOWN                   | 0          | 2          | 2          | 0          | 1          | 5          |
| POSSIBLE STROKE     |                               | 0          | 6          | 3          | 1          | 4          | 14         |
| SEIZURE             |                               | 2          | 2          | 4          | 3          | 0          | 11         |
| SUICIDE ATTEMPT     |                               | 0          | 1          | 1          | 2          | 2          | 6          |
| TEST CALL           |                               | 0          | 1          | 0          | 0          | 0          | 1          |
| TRAUMATIC INJURY    |                               | 0          | 0          | 1          | 0          | 0          | 1          |
| UNRESPONSIVE PERSON |                               | 7          | 8          | 6          | 3          | 3          | 27         |
| UTILITY LINES DOWN  |                               | 0          | 0          | 0          | 1          | 0          | 1          |
|                     | <b>Total</b>                  | <b>137</b> | <b>126</b> | <b>141</b> | <b>124</b> | <b>129</b> | <b>657</b> |

City Council Meeting: June 8, 2026

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

- 🌱 Safe Schools Conference: The SROs and I spent last week attending the Safe Schools Conference. We heard some impactful and heavy content that must be discussed when considering how to keep our youth safe.
  - We heard from Kristina, a Virginia Tech Survivor, that was shot 3 times during the attack. In that 11-minute span, the shooter killed 32 and wounded 26 others. We discussed her viewpoint of the situation and her thoughts on how we can better support the injured and how she and others survived the attack. She discussed what warning signs and communication were missed, things we now know can make a difference.
  - We heard from an SRO from the Arapahoe High School Shooting from his viewpoint of learning there was an active shooter on campus and his response. The incident killed 1 student and injured another. We talked about the shooter's diversion tactics, starting a fire and the SRO having to manage that issue during the active shooter incident, the need to communicate and teach others about the importance of staying in lockdown. Another keynote on this incident was that the janitor was the one that called the lock-down as he witnessed the shooter enter the building from across the grounds. Any school employee needs to have authority to call a lock-down. Again, hard discussions and images, but great lessons learned from the incident.
  - We heard from the Secret Service on National Threat Assessment. Research data shows that grievances remain the primary motive of active shooters. They also reinforced the need to communicate the importance of firearm safety in homes, all should be secured and inaccessible, shooters mostly accessed firearms from the home. They also stated the need to listen to youth; nearly all shooters had communicated intentions in one way or another. It is also a good idea to help students with a smooth reentry to the school following a suspension or leave of absence. Build the relationships, offer support and listen.
  - We heard from an FBI Special Agent on the Most Dangerous Behaviors of individuals, personality characteristics, what to look for as red flags. We reviewed the pathway of violence and where we can intervene.
  - We heard from a digital threat resource partner who talked about needing a digital reunification policy with students after an incident. They provided digital resources to help recognize warning language and content.
  - We reviewed Federal & State School Law Updates, with the Pepperdine Law Professor emphasizing the phrase, "What you knew, and when you knew it?" He also reiterated that a student's behavior off school property is pertinent to what happens on school grounds and should be discussed by school officials. He stated the needs of many outweigh the need of one or a few. Do the search, have the conversation. He also made it clear that the SRO is a core member of the educational team and should be included in discussions.

- The FBI Mobile Office spoke about Nihilistic Violent Extremism effecting the youth of Alabama. Youth are being targeted in a variety of ways, especially online. These groups are motivated by chaos, control, and notoriety. They trick and recruit youth to create violent acts. They went over the warning signs to look for victims among our youth.
- The State Department of Education provided updates on the Alabama Center for Safe Schools, provided updates on a new safety technology platform, school mapping technology, New Emergency Operation Plan Guidance, gave updates on the School Inspection initiative and resources for virtual trainings.
- The conference ended with an impactful Personal Story From an Almost School Shooter, he spoke about why he created a plan, walked us through the plan he was set to carry out, and how human kindness changed the course of his life and so many others. His story shared how decency, non-judgmental, simple actions can have a huge factor in the life of our youth. We may not know everything they are dealing with, but taking a moment to acknowledge them, have a conversation, smile, offer support, can truly change lives.

As you can see from this brief review, it was an intense week, learning how we can best keep our youth safe. We will be providing Chief Burr with a report with all of our notes in the coming weeks to strategize how to best disseminate and use all the knowledge we gathered.

🌟 Camp Journey: July 20 – 23 – For rising 6<sup>th</sup> graders

- 31 attendees registered
- Dedline for Registration is June 15

🌟 Upcoming Events:

- Youth Forum: June 20
- Free Family Movie Night: June 25
- Family Bingo: June 27
- Short-Term Action Teams: (Hearing from the Community on Observations & Concerns, Brainstorming how to best help our youth. We are offering these sessions via Zoom on various dates and times to try to accommodate as many as possible)
  - June 17 @ 11:00
  - June 23 @ 3:00
  - July 7 @ 9:00
  - July 28 @ 6:00

👇 MJCC: Hi, I'm Avery Doss, your new Junior Mayor Pro Tempore

For updates:

Registration for the 2026 – 2027 school year is open online for all local schools using the new PowerSchool Enrollment platform. For those needing assistance, district employees will be present at the Montevallo High School, tomorrow, June 9 from 5:00 – 7:00 pm and will have Spanish interpreters available as well. There will be additional dates in July as well.

The Elementary School is currently making updates to the cafeteria; we can't wait to see it.

The MJCC has been requested to assist with events at the American Village on July 3 & 4 and volunteers are currently being gathered for the kid's area. We look forward to being a part of this great celebration in our community.

The Shelby County NAACP is hosting a STEM Career Day for youth in grades 4 – 12, on Saturday, July 11, from 9:00 – Noon. Registration is required.

As a reminder, applications for MJCC membership is currently being accepted and is open to all Montevallo youth in grades 8<sup>th</sup> – 12<sup>th</sup>. Youth do not have to attend public school but must live in the community. Applications can be found on the [montevallojuniorcitycouncil.com](http://montevallojuniorcitycouncil.com) website or social media pages. Interviews will begin in July.

That's all I have.



HOSTED BY THE  
CITY OF MONTEVALLO  
PARKS & RECREATION  
BOARD

4TH ANNUAL



CELEBRATION

*Juneteenth became a federal holiday in June 2021. It is a national celebration of freedom: the anniversary of June 19, 1865, the day enslaved people in Texas learned they had been set free for two years.*

*Children's activities sponsored by Montevallo Legacy Project, Montevallo Main Street, Impact Montevallo, and Parnell Memorial Library*

FRIDAY, JUNE 19  
PROGRAM AND ACTIVITIES  
FROM 10 AM - 1 PM

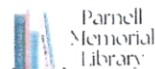
GEORGE DAILEY PARK

245 SELMA RD.  
MONTEVALLO, AL 35115

Free admission  
Bring your own chair!  
Lunch provided  
Rain or shine

*Featuring West African drumming and dance by DRUM the Program*

THANKS TO OUR ORGANIZING PARTNERS:



Youth Athletics and Senior Center Activities Council Report 6.8.26

- Last Cheer and Football sizing will be June 18<sup>th</sup> at the scout lodge 5 to 7.
- Football conditioning has started.
- We finally got to cut Shoal creek. We will get the tree off the trail this week
- The high school cross country is doing a fun run this week weekend at Shoal Creek
- The Senior Center will be going to play Bingo in Helena this Thursday Burger King on the 17<sup>th</sup> and have lunch at Texas Roadhouse on the 26<sup>th</sup>.
- The Senior Center will be closed on June 19<sup>th</sup>.

Sydney Baugh

Chamber / City Council Report

06/08/2026

- Adele will not be in attendance at the council meeting due to facilitating the Montevallo Farmers' Market -

1) The **16th Annual Montevallo Farmers' Market**, Winner - *third year in a row*- of the *Shelby Living Best of the Best Farmers' Market*, Mondays June 1st - August 17th 3-6pm at 660 Main St. behind MFBC.

2) Montevallo Chamber will be assisting the Montevallo Boys & Girls Club with the "**Shine Under the Star**" **Movie in the Park** / Friday June 19th at Shoal Creek Park. 6-10pm Movie at dusk - Free movie admission. Support the Club with food purchases, concessions, and donations. Juneteenth & Father's Day craft activities for the kids. Bring a chair or blanket.

3) **Montevallo Community Awards** / Tuesday June 23rd / 6-7:30pm (7pm awards) UM Student Retreat / Tickets \$25.00 each and are available from Regions, Trustmark or Chamber ( Due to the Community Awards, the Montevallo Chamber will not host a monthly luncheon in June )



**Adele Nelson**

**Executive Director**

**Montevallo Chamber of Commerce**

P.O. Box 270 Montevallo, AL 35115

**205.665.1519 office**

[www.montevallocc.com](http://www.montevallocc.com)

# MEMORANDUM OF UNDERSTANDING

## Regional SCBA Acquisition

FY 2025 Assistance to Firefighters Grant Program

*Effective Date:*

### ARTICLE I — PARTIES

This Memorandum of Understanding (MOU) is entered into by and among the following fire departments (collectively, "the Parties"):

1. Calera Fire Department, City of Calera, Alabama — Designated Host/Applicant Agency
2. City of Alabaster Fire Department, City of Alabaster, Alabama — Partner Agency
3. Montevallo Fire Department, City of Montevallo, Alabama — Partner Agency

This MOU establishes the roles, responsibilities, and financial obligations of each Party in connection with a joint application for funding under the FY 2025 Assistance to Firefighters Grant (AFG) Program administered by the Federal Emergency Management Agency (FEMA).

### ARTICLE II — PURPOSE

The purpose of this MOU is to formalize a regional partnership for the acquisition of Self-Contained Breathing Apparatus (SCBA) units to be distributed among the three Parties. The Parties agree that a coordinated regional application represents the most efficient use of federal grant resources and will enhance firefighter safety across all three jurisdictions.

The total quantity of SCBA units, cylinder ratings, and equipment specifications will be determined by each Partner Agency's documented need and shall be incorporated into the grant application narrative prepared by the Host Agency.

### ARTICLE III — HOST AGENCY RESPONSIBILITIES

The Calera Fire Department, as the designated Host/Applicant Agency, agrees to:

- a) Submit the regional AFG application on behalf of all Parties through the FEMA Grants Outcomes (FEMA GO) portal prior to the June 22, 2026 application deadline.
- b) Serve as the primary point of contact with FEMA for all matters related to the application, award, and post-award administration.
- c) Accept, manage, and account for all grant funds in accordance with 2 CFR Part 200 and applicable FEMA grant requirements.
- d) Distribute equipment to Partner Agencies in accordance with the quantities agreed upon in this MOU and reflected in the approved grant application.
- e) Maintain all records required for grant compliance and submit semi-annual performance reports to FEMA as required.
- f) Notify Partner Agencies in writing of any changes to the grant application, award conditions, or equipment distribution plan.

## **ARTICLE IV — PARTNER AGENCY RESPONSIBILITIES**

The City of Alabaster Fire Department and the Montevallo Fire Department, as Partner Agencies, each agree to:

- a) Provide accurate and complete inventory data to the Host Agency, including current SCBA unit count, manufacture dates, cylinder ratings, NFPA 1981 compliance status, and seated riding positions, in sufficient time to support application development.
- b) Confirm in writing the quantity of SCBA units requested on their behalf prior to application submission.
- c) Ensure their organization's System for Award Management (SAM.gov) registration is active and current at the time of application and throughout the period of performance.
- d) Pay their proportionate share of the non-federal cost match as specified in Article V of this MOU.
- e) Use all equipment received under this agreement solely for its intended purpose and in accordance with FEMA grant requirements.
- f) Cooperate with any monitoring, audit, or reporting requirements associated with the grant award.

## **ARTICLE V — COST SHARE**

Each Party is responsible for a non-federal cost match equal to ten percent (10%) of the federal grant funds allocated to that Party's equipment. The match obligation for each department is calculated solely on the value of SCBA units designated for that department in the approved grant application — not on the total regional award. In no case shall the cost match obligation of any single Party exceed Seventy-Five Thousand Dollars (\$75,000). Each Party shall secure its match from local, non-federal funds prior to equipment procurement. Cost share contributions shall not include funds from any other federal source. Final dollar amounts will be confirmed upon grant award and communicated by the Host Agency within ten (10) business days of award notification.

## **ARTICLE VI — EQUIPMENT DISTRIBUTION**

Upon receipt of grant funds and procurement of equipment, the Host Agency shall distribute SCBA units to each Partner Agency according to the quantities agreed upon and approved in the grant application. Distribution shall occur within a reasonable timeframe following procurement, not to exceed 90 days from delivery of equipment to the Host Agency unless otherwise agreed in writing.

Each Party retains ownership of the equipment allocated to it upon distribution. Each Party is responsible for the maintenance, inspection, and replacement schedule of its equipment in accordance with NFPA 1981 and applicable OSHA standards.

## **ARTICLE VII — TERM AND TERMINATION**

This MOU becomes effective upon signature of all Parties and remains in effect through the close of the AFG grant period of performance, including any extensions. If the AFG application is not funded, this MOU shall terminate automatically with no further obligation by any Party.

Any Party may withdraw from this MOU prior to application submission by providing written notice to the Host Agency. Withdrawal after application submission or award requires written consent of all remaining Parties and notification to FEMA.

**ARTICLE VIII — GENERAL PROVISIONS**

- a) This MOU does not create a legal partnership, joint venture, or agency relationship among the Parties.
- b) Nothing in this MOU shall be construed to obligate any Party beyond the scope of its legal authority or appropriated funding.
- c) This MOU may be amended only by written agreement signed by authorized representatives of all Parties.
- d) This MOU shall be governed by the laws of the State of Alabama.
- e) This MOU constitutes the entire agreement among the Parties with respect to the subject matter herein and supersedes all prior understandings, oral or written.

**ARTICLE IX — SIGNATURES**

By signing below, the authorized representatives of each Party agree to the terms and conditions of this Memorandum of Understanding.

**CALERA FIRE DEPARTMENT — HOST AGENCY**

---

*Fire Chief, Calera Fire Department*

---

*Authorized City Official, City of Calera*

---

*Date*

**ALABASTER FIRE DEPARTMENT — PARTNER AGENCY**

---

*Fire Chief, Alabaster Fire Department*

---

*Authorized City Official, City of Alabaster*

---

*Date*

**MONTEVALLO FIRE DEPARTMENT — PARTNER AGENCY**

---

*Fire Chief, Montevally Fire Department*

---

*Authorized City Official, City of Montevally*

---

*Date*



**Resolution 06082026-3473**

**Authorizing the expenditure of funds for a 10% match of the cost of SCBA Equipment as acquired via the Assistance to Firefighters Grant Program**

**WHEREAS**, the City of Montevallo has adopted a Memorandum of Understanding with the City of Calera and the City of Alabaster Fire Departments for the acquisition of Self Contained Breathing Apparatus Equipment (SCBA) and;

**WHEREAS**, the Assistance to Firefighters Grant Program requires a ten percent match of funds for the purchase of said equipment:

**NOW THEREFORE, BE IT RESOLVED :**

That the Montevallo City Council hereby authorizes the expenditure of funds required to make the ten percent match as required by the Assistance to Firefighters Grant Program. Said amount to be based on the final cost of the acquired equipment. (Matching Funds estimated at \$31,200.00)

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 8th day of June 2026, 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 8th day of June 2026.

\_\_\_\_\_  
Steve Gilbert City Clerk



RESOLUTION-06082026-772

(Local Unit Retirees and Beneficiaries of Deceased Retirees)

Be it resolved that the City of Montevallo, through its governing authority, elects to come under the provisions of Section 2 of Act 608 of the Regular Session of the 2026 Legislature.

The City of Montevallo agrees to provide all funds necessary to the Employees' Retirement System to cover the cost of the one-time lump sum payment as provided for by this Act for those eligible retirees and beneficiaries of deceased retirees of the City of Montevallo with the aforementioned lump sum payment being paid in October 2026.

CERTIFICATION

I, Steve Gibert, City Clerk of the City of Montevallo, hereby certify that the foregoing is a true and correct copy of the Resolution passed on this 8<sup>th</sup> day of June 2026.

---

City Clerk/ Treasurer

# ARSEA APEAL

ALABAMA RETIRED STATE EMPLOYEES' ASSOCIATION | ALABAMA PUBLIC EMPLOYEES' ADVOCACY LEAGUE  
450 SOUTH UNION STREET | MONTGOMERY, AL 36104 | 334.834.9116 | 800.844.7732 | WWW.ARSEA.ORG

May 28, 2026

The Honorable Rusty Nix  
City of Montevallo  
541 Main St  
Montevallo, AL 35115-4044

Dear Mayor Nix:

The recent passage of ARSEA/APEAL's retiree longevity bonus legislation (Act 2026-608) provides approximately 800 cities, counties, and public boards that participate in the RSA's Employees' Retirement System the opportunity to award one-time longevity bonuses to their retirees. The estimated cost to fund the bonus for the City of Montevallo retiree(s) is \$2,916.00.

The formula used to calculate the amount of the bonus is \$1.00 per month/\$12.00 per year multiplied by the years of creditable service. For example, a retiree with 25 years of service would receive \$300 ( $\$12 \times 25 \text{ years} = \$300$ ).

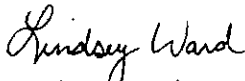
By providing the bonus this year, you can have a meaningful financial impact on the lives of your retirees. Living on a fixed income is difficult even in the best of times, but rising prices on needs as simple as groceries, prescription medication and gasoline make the struggle that much harder.

To grant the bonus, you must adopt and submit a resolution to RSA by August 31, 2026. The cost to fund the bonus can be paid in a lump-sum or added to the monthly rate paid to RSA over a one-year period from October 1, 2027 – September 30, 2028. The bonus will be distributed to eligible retirees (retired prior to October 1, 2025) in October 2026.

ARSEA/APEAL stands ready to provide you with any necessary assistance. Please contact us at 334-834-9116 or [retire@arsea.org](mailto:retire@arsea.org) with any questions you or your staff may have.

Take advantage of this opportunity to thank those who devoted years of loyal service to your community.

Sincerely,

  
Lindsey Ward  
Executive Director

Enclosure



**Ace Tree Service LLC**  
 4213 1st Ave N  
 Birmingham, AL 35222

07/23/2025  
 From: Mara Wood

Proposal For

McKinnon, John

541 Main St  
 Montevallo, AL 35115

mobile: 205-515-0749  
[john490@att.net](mailto:john490@att.net)

Location

N Boundary St  
 Montevallo, AL 35115

N Boundary St 35115

Terms  
 Due on receipt

| ACCEPT                   | ITEM DESCRIPTION  | QUANTITY | UNIT PRICE  | AMOUNT      |
|--------------------------|---|----------|-------------|-------------|
| <input type="checkbox"/> | <p><b>1) Scale Treatment <i>Optional</i></b><br/>                     Tree Species: Zelcova<br/>                     Location of Tree: 50 lining the street.</p> <p>Treats for sucking insects with systemic insecticide applied to the bark of the tree. Applied annually.</p>                 | 1        | \$ 4,000.00 | \$ 4,000.00 |
| <input type="checkbox"/> | <p><b>2) Root Collar Excavation - Air Knife <i>Optional</i></b><br/>                     Excavation of root collar using air knife and compressed air. Includes girdling roots and removing excess soil.</p> <p>50 trees lining the street (mainly zelcovas, a few hollies)</p>                 | 1        | \$ 2,500.00 | \$ 2,500.00 |
| <input type="checkbox"/> | <p><b>3) Fall Soil Care <i>Optional</i></b><br/>                     Deep root fertilization and application of topical phosphites to the trunk to aid in regeneration of new woody tissues and fighting against fungal infections.</p> <p>Approximately 50 Zelcovas that line th street.</p>   | 1        | \$ 1,200.00 | \$ 1,200.00 |
| <input type="checkbox"/> | <p><b>4) Spring Soil Care <i>Optional</i></b><br/>                     Deep root fertilization and application of topical phosphites to the trunk to aid in regeneration of new woody tissues and fighting against fungal infections.</p> <p>Approximately 50 Zelcovas that line th street.</p> | 1        | \$ 1,200.00 | \$ 1,200.00 |
| <input type="checkbox"/> | <p><b>5) Growth Regulator Treatment <i>Optional</i></b><br/>                     Recommended that pruning takes place first for car clearance, then application of this chemical that will re-direct growth to the trunk and root system for 2 years.</p>                                       | 1        | \$ 6,250.00 | \$ 6,250.00 |

STATE OF ALABAMA  
SHELBY COUNTY

**MEMORANDUM OF AGREEMENT**

WITNESS this Agreement entered into this 5 day of June, 2026, by and between **County Board of Education of Shelby County, Alabama** (hereinafter "Board") and the **City of Montevallo, Alabama**, an Alabama municipal corporation (hereinafter "City"):

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

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

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

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

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

2. City understands that Board sanctioned events (i.e., school athletic contests, school athletic practices, etc.) scheduled at Montevallo High School that involve the use of the gymnasium(s) take priority over all other events. However, at times when the gymnasium(s) is not being used for school-related purposes, Board understands and agrees to allow the City to schedule City sanctioned events (i.e., City recreational league games, practices, etc.) in coordination with the Montevallo High School administration.

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

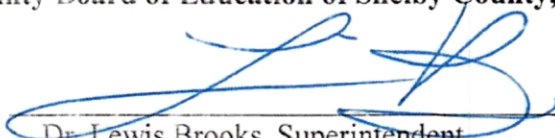
4. City understands that, ultimately, it is the Board's responsibility to attend to the ongoing upkeep and maintenance needs of Montevallo High School's gymnasiums. However, City will strive to assist in this effort whenever City-sponsored activities or events are occurring at the Montevallo High School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

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

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

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

**County Board of Education of Shelby County, Alabama**

By:   
Dr. Lewis Brooks, Superintendent

ATTEST:  
  
Secretary

**City of Montevallo, Alabama**

By: \_\_\_\_\_  
Rusty Nix, Mayor

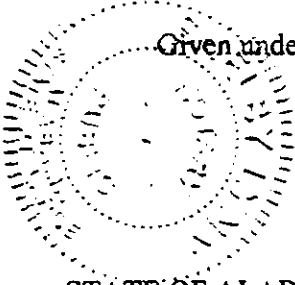
ATTEST:  
\_\_\_\_\_  
City Clerk

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

STATE OF ALABAMA  
SHELBY COUNTY

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

Given under my hand and seal this 5 day of June, 2026.



Shelby Lynn  
Notary Public

STATE OF ALABAMA  
SHELBY COUNTY

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

Given under my hand and seal this \_\_\_\_\_ day of June, 2026.

\_\_\_\_\_  
Notary Public

# Sponsorship Opportunities

## Patriot Sponsor \$25,000

- Logo on festival website and program
- 15 2-day general admission passes
- Social media acknowledgment
- Shout out from Main Stage
- Inclusion in sponsorship recognition on main stage video board

## Sweet Home Sponsor \$10,000

- Logo on website and festival signage
- 10 2-day general admission passes
- Shout-outs on social platforms
- Inclusion in sponsorship recognition on main stage video board

## Community Sponsor \$5,000

- Name on website and festival signage
- 5 2-day general admission passes
- Inclusion in sponsorship recognition on main stage video board

## Signature Sponsorships are Available

Examples:

- Alabama Artists and Art Showcase
- Uncle Sam
- Sweet Home 250 Kids' Zone
- Perondi's Stunt Dogs Demonstrations
- Eagle Exhibit
- Sweet Home 250 Arts Contest
- Celebrity Cooking Demonstrations
- Eating Contests *and more!*



**Resolution 06082026-3862**

**Authorizing the Issuance of a Loan by the Montevallo Development Cooperative District with  
Central State Bank**

**WHEREAS**, the Montevallo Development Cooperative District advertised for proposals to secure a loan, and after the required time set forth, opened the sealed bids received in a public meeting held on May 28, 2026 at 3:00 PM and;

**WHEREAS**, Central State Bank met the requirements set forth by the Montevallo Development Cooperative District for said loan with a 15 year term at 3.60 percent APR and ;

**WHEREAS**, funds from said loan are to be utilized by the Montevallo Development Cooperative District to meet the financial obligations with the Shelby County Board of Education for the construction of the gymnasium at Montevallo Highschool in the amount of two million dollars (2,000,000.00) and;

**WHEREAS**, funds from said loan are to be utilized by the Montevallo Development Cooperative District to meet the financial obligations with the City of Montevallo for the construction of multipurpose athletic fields in the amount of one million dollars (1,000,000.00);

**NOW THEREFORE, BE IT RESOLVED :**

That the Montevallo City Council hereby authorizes the Montevallo Development Cooperative District to enter into the loan agreement with Central State Bank in the amount of 3 million dollars (3,000,000.00) for a 15 year term at 3.60 percent APR.

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 8th day of June 2026, 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 8th day of June 2026.

\_\_\_\_\_  
Steve Gilbert City Clerk

**PROJECT DEVELOPMENT AGREEMENT**

This Project Development Agreement (this "Agreement"), is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2026 by and between the **City of Montevallo, Alabama**, an Alabama municipal corporation (the "City"), and **The Montevallo Development Cooperative District**, a public corporation under the laws of the State of Alabama (the "District").

**Recitals:**

The District is a Capital Improvement Cooperative District formed pursuant to Chapter 99B of Title 11, Code of Alabama 1975 (the "Enabling Law"), having as its authorizing subdivisions the City, Shelby County, Alabama and the University of Montevallo (collectively, the "Authorizing Subdivisions"). The District was formed for the purpose of promoting economic development, tourism, education, recreation, the arts, historic preservation, livability and a healthy and active lifestyle in the Montevallo, Alabama area.

The Authorizing Subdivisions and the District have entered into a Memorandum of Agreement, executed and delivered on May 18, 2012 (the "Operating Agreement") in order to provide for certain agreements and commitments by the parties. The District has also entered into other memoranda of agreement with the Authorizing Subdivisions, or one or more of them, to provide for the acquisition, construction and installation of individual capital projects.

The District and the Authorizing Subdivisions have identified various capital improvement projects to be undertaken by the District, listed on the Schedule of Improvements attached hereto as Exhibit A (the "2026 Schedule of Improvements"). Financing for the costs of such projects is provided by the Authorizing Subdivisions. In order to provide its share of such costs the City has agreed to assign to the District 90% of the proceeds of a one percent increase in the sales and use taxes levied by the City (the "Dedicated Tax"), as provided in Ordinance Number 09262011-301, adopted by the City Council of the City on September 26, 2011 (the "Sales Tax Ordinance").

In order to finance the City's portion of the costs of the Improvements pending receipt of proceeds of the Dedicated Tax, the District proposes to obtain a loan from Central State Bank (the "Bank"), in the amount of \$3,000,000 and to evidence its obligation with respect to such loan to issue its \$3,000,000 Bank Loan, (the "Loan"), payable from the revenues of the Dedicated Tax received by the District from the City (the "Pledged Revenues"). As security for the payment of the principal of and interest on the Loan the District will irrevocably pledge the Pledged Revenues to the Bank, its successors and assigns. The Loan will be issued pursuant to a Resolution (the "Authorizing Resolution") adopted by the Board of Directors of the District on \_\_\_\_\_, 2026.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

**Section 1. Obligations of the District.** The District shall take such actions as are necessary and appropriate to acquire, construct and install the Improvements, in accordance with the Operating Agreement and such additional agreements by and among the District and the Authorizing Subdivisions as shall be required. The District shall cooperate with the Authorizing Subdivisions in carrying out its purposes.

**Section 2. Issuance of the Loan.** The Bank shall issue the Loan to the District in consideration of the payment of the par amount thereof. The proceeds of the Loan shall be held in a separate Project Account and applied to the costs of the Improvements, as described in Exhibit A. The District will not supplement the list of Improvements as contained in Exhibit A, or otherwise amend or supplement the Authorizing Resolution or the Loan, without the prior written consent of the City.

**Section 3. Assignment and Pledge of Dedicated Tax.** As provided in the Sales Tax Ordinance and the Enabling Law, and in consideration for the services provided by the District to the City, the City has assigned to the District, and the City does hereby assign and pledge to the District, 90% of the proceeds of the Dedicated Tax. The City acknowledges that the proceeds of the Dedicated Tax are being pledged to secure the Loan and covenants and agrees that so long as the Loan is outstanding it shall not modify or rescind the Sales Tax Ordinance or reduce the percentage of the Dedicated Tax hereby assigned and pledged to the District.

**Section 4. Loan holder a Third-Party Beneficiary.** The Bank, and registered assigns as owners of the Loan from time to time, are and shall be third party beneficiaries of this Agreement.

**Section 5. Reports; Inspection of Records.** The District hereby covenants and agrees to provide to the City all such records of its business and activities as shall be requested by the City, including without limitation: (a) monthly reports showing the balance and account activity in the Project Account maintained with respect to proceeds of the Loan; (b) monthly reports of expenditures of the Dedicated Tax; and (c) copies of construction or procurement contracts with respect to the Improvements. In addition, the City shall have the right to inspect all documents and records maintained by the District at any time.

**Section 6. Miscellaneous.** (a) This Agreement shall be governed by the laws of the State of Alabama.

(b) If any provision in this Agreement shall be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect and shall operate and be construed to effectuate the purposes and terms of such provisions.

(c) This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

(d) All covenants and agreements in this Agreement by the City and the District shall inure to the benefit of and be binding upon the respective successors and assigns thereof.

(e) The Section headings herein are for convenience only and shall not affect the construction hereof.

IN WITNESS WHEREOF, the City and the District have caused this Agreement to be executed by their duly authorized officers and the City has caused this Agreement to be attested by its City Clerk, all as of the date first above written.

**CITY OF MONTEVALLO, ALABAMA**

Attest:

By: \_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
City Clerk

**THE MONTEVALLO DEVELOPMENT  
COOPERATIVE DISTRICT**

By: \_\_\_\_\_  
Its Chairman

**EXHIBIT A**

**2026 Schedule of Improvements**

| <b>Improvements</b>                   | <b>Ownership</b>  | <b>Amount<br/>for Loan</b> | <b>Est. Total<br/>Project Cost</b> | <b>Est.<br/>Completion</b> | <b>Description</b>  |
|---------------------------------------|---|----------------------------|------------------------------------|----------------------------|---|
| Multi-Purpose<br>Fields Project       | Shelby County<br>BOE Under City<br>Lease  | \$1,000,000                | \$1,490,313                        | 9/1/26                     | Two regulation soccer fields with<br>sports lighting, 50 space parking<br>lot |
| Montevallo High<br>School Gym Project | Shelby County<br>BOE Under Use<br>Agreement /<br>MOU with City<br>of Montevallo | \$2,000,000                | \$9,240,186                        | 6/1/26                     | One regulation gym  |