

Montevallo City Council Meeting

January 12, 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 Mayor Nix called on Chief Burr for the invocation.

Public Hearing Opened at 6:00 PM

Public Hearing: Case SP25-015 The Learning Tree – Site Development Plan

This is a request from Joe Schifanella, Southeastern Construction Partners, on behalf of Learning Tree Management LLC, property owner, for approval of a site development plan to construct a daycare center. The subject property is zoned B-1 SD Neighborhood Business Special District and located at 500 Freedom Parkway at the southeast corner of the intersection with State Route 119. (Parcel ID 58-27-1-02-0-000-001.002)

Yoko Brown (introduced Latricia Adams, Founder) spoke on behalf of the center and its operation. Pre-K and up quality childcare; they are licensed for 106 children; will be open 6 AM – 6 PM, Monday – Friday with an expected opening in the Fall of 2026.

Public Hearing Closed at 6:10 PM

Approval and/ or corrections of the Minutes: 12.22.25 Minutes - Motion made by Council Member Mitchell, Seconded by Council Member Dukes, All Ayes, Motion passed.

Recognitions/Awards: Mayor Nix read a **Proclamation January 2026 Human Trafficking Prevention Month** and presented it to Lillie Pierson, Survivor's Rock. See Appendix 5.

Opportunities for Citizens to speak to the Council: C.P. Pierson 1131 Oak St invited everyone to participate in the MLK Day Celebration and March on Monday. Line-up behind McDonald's at 9:30 AM and March will begin at 9:45 AM – 10 AM; March to MHS Auditorium for the Program.

Beth Hilty 1975 HWY 119 Montevallo Athletic Club (MAC) activities of MAC – Spring Meet the Bulldogs on Jan. 31st in Pecan Grove; baseball field fence repairs will begin soon.

Mayor Nix called for Committee Reports to Continue:

Mayor Nix called for Finance, Economic Development & Tourism. Council Member King called on Adele Nelson, Executive Director, Montevallo Chamber of Commerce. Adele reported the Montgomery Drive-In will be held on January 14th with all local Chambers and 58 INC. participating; State of the City

Chamber Luncheon will be held on January 21st at noon; the Chamber is partnering with Montevallo Main Street and the UM College of Business for Business Basics 2026. See Appendix 6.

Council Member King called on Courtney Bennett, Montevallo Main Street. Courtney thanked Public Works for installing the new Black History banners; the container stage at the Orr Park Pecan Grove should be finished by mid-March; 2nd Annual Monte Gras Ball will be held at Liberty Hall at American Village on February 7th and sponsorships and tickets are available online; New this year – we are introducing Krewes – prizes will be awarded and anyone that is interested in starting a Krewe should contact Montevallo Main Street. There will be a litter clean-up in April via Alabama Main Street. See Appendix 7.

Council Member King reported that there would be a Finance Committee meeting on January 28th at 5:30 PM at City Hall.

Council Member King reported Planning and Zoning will meet at 6:00 PM this Thursday.

MDCD met today and they appropriated the funds for the multipurpose fields and Phase I is underway; the hotel was discussed; paving across the street was discussed.

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

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

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

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

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 Dukes made a motion to pay the bills, Seconded by Council Member King, All Ayes. Motion Passed.

New Business:

- **Consideration of Planning and Zoning Resolution SP25-015.** A Resolution from Montevallo Planning and Zoning Commission recommending approval of the Site Plan request from Joe Schifanella, Southeastern Construction Partners, on behalf of Learning Tree Management LLC, property owner, for approval of a site development plan to construct a daycare center at 500

Freedom Parkway. Motion made by Council Member Dukes, Seconded by Council Member Mitchell, All Ayes, Motion Passed. See Appendix 8.

- **Recommendation** to accept the Bid of Ken Lindsey Construction Company in the amount of \$81,300.00 for remodeling of the James D. Seaman Scout Lodge (Lowest Bidder) (Grant & MDCD Funding) Motion made by Council Member Nelson, Seconded by Council Member Green, All Ayes, Motion Passed. See Appendix 9.
- **Recommendation** to accept the Bid of Central Alabama Asphalt & Construction Company in the amount of \$29,250.00 for paving and striping of Public parking lot located at 550 Main Street. (MDCD Funding) Motion made by Council Member King, Seconded by Council Member Mitchell, All Ayes, Motion Passed. See Appendix 10.
- **Recommendation** to accept the Bid of Steel City Metal, Inc. amount of \$63,764.00 for the materials and installation of metal railing around the parking lot located at 550 Main Street. (MDCD Funding) Motion made by Council Member King, Seconded by Council Member Mitchell, All Ayes, Motion Passed. See Appendix 11.
- **Recommendation** to accept the performance bond in the amount of \$3,000.00 for land disturbance by O'Reilly Auto Parts Stores, Inc. in accordance with Construction of a store to be located at 4705 Hwy 25, Montevallo. Motion made by Council Member Dukes, Seconded by Council Member King, All Ayes, Motion Passed. See Appendix 12.

Old Business: None

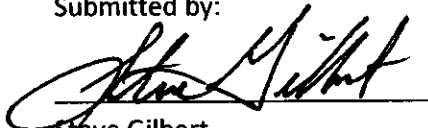
Board Appointments: None

Other Business: None

Citizen Participation: None

Adjourn: Mayor Nix called for a Motion to adjourn the meeting. Motion made by Council Member Mitchell, Seconded by Council Member Dukes, All Ayes. Meeting adjourned at 6:36 PM.

Submitted by:



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	110	103	100	96	93	1106
Criminal Cases	55	70	7	68	52	64	69	85	78	65	60	62	735
Non-Criminal	33	16	20	31	19	26	21	25	25	35	36	31	318
Traffic Accidents	17	9	5	10	8	11	11	11	16	16	12	11	137
Traffic Citations	147	122	129	160	122	113	147	101	106	126	76	65	1414
DUI Arrests	10	5	13	9	8	14	9	7	8	9	6	4	102
Public Intox Arr	0	2	1	3	1	2	1	0	2	20	4	3	39
Alias Arrests	2	11	5	11	6	18	13	9	8	13	12	8	116
Juvenile Arrests	1	1	0	0	0	0	0	0	2	3	0	1	8
Misd Arrests	4	8	6	6	5	7	15	16	6	8	11	9	101
Felony Arrests	0	4	6	3	2	6	10	7	5	8	3	8	62
Drug Related	2	7	11	10	8	10	22	10	13	7	12	10	122
Total Arrest	21	37	37	37	28	54	64	37	45	48	39	34	481
Auto Thefts	0	0	1	0	0	0	1	0	0	0	0	0	2
Burglaries	1	0	2	1	0	0	0	0	0	0	1	2	7
Auto Recoveries	1	0	0	0	0	0	0	0	0	0	0	0	1
Auto Burglaries	1	0	0	2	0	0	0	0	0	0	0	2	5
Criminal Mischief	4	2	4	1	1	0	1	2	2	0	2	0	19
DV. Related	1	2	1	1	2	2	4	2	4	4	1	5	29
Assaults	1	2	1	1	1	0	2	2	0	0	1	1	12
Fraud/Forgery	2	0	1	0	2	1	0	0	0	0	0	0	6
Harass / Reck	2	2	2	3	1	1	1	4	2	8	2	1	29
Misc. Offenses	20	27	26	33	18	18	23	32	34	20	28	25	304
Robberies	0	0	0	0	1	0	0	0	0	0	0	0	1
Sex Crimes/Other	0	0	0	1	0	0	0	1	2	0	1	1	6
Thefts / Attempts	6	2	4	1	5	1	9	3	1	1	3	4	40
Suicide / Attempts	0	1	0	0	0	0	0	0	0	0	0	0	1
Deaths	0	1	0	1	1	0	1	0	0	0	1	0	5

2025 Montevallo Fire And Rescue Events by Type

APPENDIX 2

Report Date: 1/1/2026

		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
		0	0	0	0	0	0	0	0	1	0	0	0	1
ABDOMINAL PAIN/INJURY		4	2	0	2	8	6	5	2	4	1	4	9	47
ALARM	CARBON MONOXIDE ALARM	0	1	0	0	0	0	0	0	2	1	0	2	6
	COMMERCIAL FIRE ALARM	4	4	2	0	3	3	3	0	2	3	1	0	25
	MEDICAL ALARM	2	0	4	5	6	2	1	3	3	2	3	3	34
	RESIDENTIAL FIRE ALARM	4	2	3	3	3	2	2	2	2	3	4	6	36
ALLERGIC REACTIONS		2	2	1	3	0	0	3	1	3	0	0	1	16
ALTERED MENTAL STATU		1	4	9	5	3	4	7	5	4	11	6	7	66
ANIMAL	ANIMAL BITE/ATTACK	0	0	0	1	0	0	0	0	1	0	1	0	3
	ANIMAL COMPLAINTS	0	1	0	0	1	0	1	0	0	0	0	0	3
ASSAULT		0	1	2	3	6	1	1	1	4	2	2	2	25
BACK PAIN/INJURY		0	0	4	1	1	1	0	1	0	1	1	0	10
BLEEDING		1	3	4	4	7	1	2	2	1	4	4	1	34
BOLO		0	0	0	0	0	0	0	0	0	0	1	0	1
BREATHING PROBLEMS		11	12	9	13	14	8	7	6	16	16	14	10	136
BURGLARY	BURGLARY IN PROGRESS AT A RESIDENCE	1	0	0	0	0	0	0	0	0	0	0	0	1
BURN INJURIES		0	0	0	0	0	0	0	1	0	0	0	0	1
CARDIAC	CARDIAC ARREST - ADULT	1	2	0	3	2	3	1	0	0	1	1	2	16
	CARDIAC ARREST - CHILD	0	0	0	0	0	0	0	0	0	0	0	1	1
CHEST PAIN		11	6	9	6	7	8	10	12	13	9	5	19	115
CHOKING	CHOKING - ADULT	0	0	1	0	0	0	0	1	0	0	1	1	4
	CHOKING - INFANT	0	0	0	0	0	0	1	0	0	1	0	0	2
CONFIDENTIAL	S-85A (SUICIDE ATTEMPT)	0	0	0	1	0	0	0	0	0	0	0	0	1
DIABETIC RELATED		1	2	0	4	4	1	2	3	0	3	4	7	31
DROWNING		0	0	0	0	1	0	0	0	0	0	0	0	1
DRUG OVERDOSE		4	1	3	0	1	0	0	2	4	1	2	0	18
ELECTROCUTION		0	0	0	0	0	1	0	0	0	0	0	0	1
EXTREMITY INJURIES		5	3	6	2	1	10	5	12	4	4	4	6	62
EYE INJURY		0	0	0	0	1	0	0	0	1	0	0	0	2
FALL	FALL FROM LADDER	0	0	0	0	0	1	0	0	0	0	1	0	2
	FALL FROM STANDING POSITION	3	3	5	12	3	5	6	6	3	1	3	2	52
	MULTI-STORY FALL	0	0	0	0	0	1	0	0	0	0	0	0	1
FD ASSIST	CHILD LOCKED IN CAR	0	0	0	0	0	0	0	0	0	1	0	0	1
	LAW ENFORCEMENT	1	0	0	1	0	1	0	0	1	3	0	1	8
	LIFTING ASSISTANCE	4	3	3	7	12	10	10	6	2	8	5	10	80
	MUTUAL AID	0	0	0	0	2	1	0	1	1	0	0	2	7
	OTHER AGENCY	0	1	1	2	0	0	1	0	1	1	1	0	8
	PUBLIC	0	1	1	3	0	1	0	2	1	1	2	1	13
	TREE DOWN	0	0	0	1	0	0	0	0	0	0	0	0	1
FIRE	APPLIANCE FIRE	0	1	0	0	0	0	0	0	0	0	1	1	3
	BRUSH / WOODS FIRE	5	3	2	1	0	2	0	1	1	3	3	2	23
	BURN COMPLAINT	0	1	0	0	0	0	1	0	1	0	1	0	4
	COMMERCIAL STRUCTURE FIRE	1	3	1	3	1	3	2	0	1	3	1	2	21
	DUMPSTER FIRE	0	0	0	0	0	0	1	1	0	0	2	4	8
	ELECTRICAL FIRE	0	0	0	0	1	0	2	0	1	0	0	0	4
	RESIDENTIAL STRUCTURE FIRE	4	4	6	3	1	1	1	2	0	2	5	3	32
	TRANSFORMER / POLE FIRE	0	1	0	0	1	2	3	0	0	0	1	0	8

		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
FIRE	VEHICLE FIRE	1	1	0	0	2	1	1	1	2	1	0	0	10
GAS	GASOLINE / DIESEL SPILL	0	0	0	0	0	0	0	1	0	0	0	0	1
	NATURAL / PROPANE GAS LEAK	1	0	0	0	1	0	0	0	0	0	0	1	3
GENERAL ILLNESS		24	16	12	18	12	12	10	10	11	20	20	13	178
GUNSHOT	SHOOTING WITH INJURIES	0	0	1	0	0	0	0	0	0	1	0	0	2
HEAD/NECK INJURY		2	1	3	1	3	2	0	6	3	1	1	0	23
HEADACHE		1	0	1	0	1	0	1	0	2	1	0	1	8
HEART PROBLEMS		6	2	5	5	2	5	8	6	8	4	5	9	65
HEAT PROBLEMS		0	0	0	0	0	1	3	1	1	0	0	0	6
LAW ENFORCEMENT ASSIST	LE ASSIST FIRE or EMS	0	0	0	0	0	0	0	0	0	0	1	0	1
MVC	MVC - BUS INVOLVED	0	0	0	0	0	0	0	1	0	0	0	0	1
	MVC - CHECK FOR INJURIES	10	4	7	7	5	10	2	4	8	13	3	4	77
	MVC - PEDESTRIAN INVOLVED	1	1	1	1	0	0	0	0	0	0	0	0	4
	MVC - TRAIN INVOLVED	0	0	0	0	0	0	0	0	0	0	2	0	2
	MVC WITH INJURIES	4	1	3	2	1	2	5	0	3	2	2	1	26
	PUBLIC ROAD	0	0	0	0	0	0	0	0	0	1	0	0	1
NOTE IN CAD		0	0	0	0	1	0	0	0	0	0	0	0	1
OB/GYN PATIENT		0	2	1	0	0	1	5	1	0	0	0	1	11
ODOR	ODOR OF ELECTRICAL	0	0	1	1	0	0	1	0	0	2	0	0	5
	ODOR OF PROPANE / NATURAL GAS	0	1	0	1	1	1	0	0	0	0	0	0	4
PERSON	MISSING ADULT	0	0	0	0	0	0	0	0	1	0	0	0	1
	PERSON DOWN	0	0	0	0	1	1	0	1	1	2	2	1	9
PERSON STABBED or AT		1	0	0	0	0	0	0	0	0	1	0	0	2
POISONING		1	0	0	1	0	1	0	0	0	0	0	0	3
POSSIBLE STROKE		1	3	3	3	0	6	3	4	3	4	3	1	34
SEIZURE		2	7	1	1	5	1	4	3	0	6	2	3	35
SUICIDE ATTEMPT		0	0	0	1	1	0	0	1	2	0	0	1	6
TEST CALL		0	0	0	0	0	0	0	0	1	0	1	1	3
TRAUMATIC INJURY		0	0	0	1	0	0	1	0	0	0	0	0	2
UNRESPONSIVE PERSON		6	5	3	6	10	3	4	8	4	9	3	3	64
UTILITY LINES DOWN		0	0	0	1	0	0	0	0	0	0	0	0	1
WELFARE CHECK		0	0	0	0	0	0	0	0	1	0	0	0	1
	Total	131	111	118	139	136	126	126	121	129	154	129	145	1,565

MONTEVALLO YOUTH Spring Sports Registration!

Baseball/Softball - \$160

Soccer - \$110

T-Ball - \$70 U6 Soccer \$70



IN-PERSON REGISTRATION

DATES

Thursday Jan. 8th 5:30pm – 7:30pm

Tuesday Jan. 13th 5:30pm – 7:30pm

Wednesday Jan. 21st 5:30pm – 7:30pm

Thursday Feb. 5th 5:30pm – 7:30pm

At City Hall in Montevallo

Online: www.montevalloparksandrec.com

**Contact: Sydney Aguilar-Baugh- 205-999-5241
(saguilar@cityofmontevallo.com)**

PARNELL MEMORIAL LIBRARY

DECEMBER 2025

VISITS TO THE
BUILDING

2,831

CIRCULATION

2,849

CITIZEN SAVINGS

\$128,054.55

PHONE CALLS

101

PROGRAM
PARTICIPATION

879

COMMUNITY
MEETINGS

46































PROGRAMS: 34

- 3 Story times
- 4 Pokémon Club
- 1 Cookies with Mrs. Claus
- 1 Grinch Party
- 1 Medicare
- 5 Mini Music
- 1 Elf Party
- A lot in December for Christmas !!!

PARNELL MEMORIAL LIBRARY

JANUARY 12, 2026

- Bookfest, is March 14th, PMLF
- Summer reading planning will start this week!

<p>12</p> <p>Brush & Beyond *painting @ the library 3:30</p>	<p>13 Mini Music  10:00 Mini Movie  10:45 Pokémon Club  3:30 Family Fun Night  6:00 ALL things LETTERS</p>	<p>14 Stories with Mrs.  Lorrie 10:00 Polar Bear Snow Globe Craft  3:00-4:00 @ the library</p>	<p>15 Adult Craft Night  *Vision Boards 6:00-8:00</p>	<p>16 Tiny Tumbling  10:30-11:00 Homeschool Hub  11:30 Take Home MLK  Activity Packet *while supplies last</p>	<p>17 Library Closed</p>
<p>19</p>  <p>Library Closed</p>	<p>20 Mini Music  10:00 Mini Movie  10:45 Pokémon Club  3:30 Bi-Monthly Book Club *genre theme "oh, the HORROR" 6:00-7:00</p>	<p>21 Stories with Mrs.  Lorrie 10:00</p>	<p>22 Survivors Rock Defense Training 6:00-7:30 Language Club  6:00-7:00</p>	<p>23 Tiny Tumbling  10:30-11:00 Homeschool Hub  11:30</p>	<p>24</p>
<p>26 Movie Monday  1:00 PM Girl's Book Club  3:00-4:00 Brush & Beyond *painting @ the library 3:30</p>	<p>27 Mini Music  10:00 Mini Movie  10:45 Pokémon Club  3:30 Adult Movie  6:00 PM Medicare 101 6:00</p>	<p>28 Stories with Mrs.  Lorrie 10:00</p>	<p>29 Adult Book Club  5:00 @ Meri Moon *21 and over Identity Theft Awareness Seminar  6:00</p>	<p>30 Tiny Tumbling  10:30-11:00 Homeschool Hub  11:30</p>	<p>31 Cuentos Juntos 12:00- 12:30 </p>



PROCLAMATION

JANUARY 2026 HUMAN TRAFFICKING PREVENTION MONTH

WHEREAS, human trafficking is a public health issue and crime that harms the health and well-being of children, individuals, families, and communities, often across generations;

WHEREAS, human trafficking can happen to anyone in every community;

WHEREAS, human trafficking is connected to many other forms of violence and exploitation, and often shares common risk factors, such as lack of resources and unsafe environments;

WHEREAS, strengthening communities requires collective action to prevent, recognize and reduce the conditions that contribute to exploitation and to create environments where people are protected from human trafficking and other forms of violence;

WHEREAS, a successful response to human trafficking requires a coordinated, community-wide response that includes collaboration across sectors and with those who have experienced human trafficking, to ensure that services and programs are effective and meet the needs of survivors;

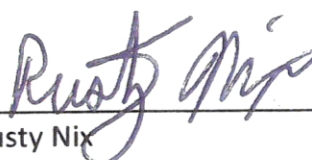
WHEREAS, every individual, family, community, and organization can help raise awareness, prevent trafficking, and support survivors by learning how to take action;

WHEREAS, the City of Montevallo would like to be designated as a *Trafficking Free Zone* showing our commitment to action and awareness and partnerships to comprehensively address the issues of human trafficking; and

NOW, THEREFORE, I, Rusty Nix, as Mayor of the City of Montevallo do hereby proclaim January 2026 as **Human Trafficking Prevention Month**, and reaffirm our commitment to human trafficking awareness, training and education activities, strengthened resources for those impacted by human trafficking; and to being designated a *Trafficking Free Zone* supporting a more coordinated, comprehensive response to prevent and combat the crime of human trafficking.

IN WITNESS WHEREOF, I have set my hand this the 12th day of January, 2026.




 Rusty Nix
 City of Montevallo

Chamber / City Council Report

1/12/2026

- 1) **Montgomery Drive-In** Montevallo Chamber co-hosting with Shelby Chamber, Hoover Chamber & 58 inc on Wed Jan 14 11am - 4:30pm
- 2) **"State of the City Address"** Chamber Luncheon / Annual Meeting will be on Wed. Jan 21st, 2026 from 11:30am to 1pm / noon - lunch \$15.00 per person RSVP by Fri. Jan 16 / Parnell Library meeting room / Sponsor - Trustmark Bank Montevallo
- 3) **Business Basics 2026** / monthly UM College of Business / 8-9:30am / UM Stephens Hall 201 / Chamber will partner with Montevallo Main St & the UM College of Business
- 4) Early stages of **7th Annual Blooming Bargains**, a partnership with the Montevallo Chamber, Montevallo Main Street and The American Village Festival of Tulips (10th Annual), all the tulip bulbs in downtown Montevallo have been planted !
- 5) **Book Signing** Friday Jan 30 4:30-6:30pm at Indigo Cafe & Bar for "The Feral Butterfly" by author Sheila Ray Montgomery
- 6) Montevallo Chamber would like to **Welcome** four new Chamber members:
 - a) The Roofing Dudes, TheRoofingDudes.com
 - b) Davidson Law Firm, davidsonfirmllc.com
 - c) Montebrier Estate, montebrier.com
 - d) Pop's BBQ & Grill Food Truck, 205-928-0240



Adele Nelson

Executive Director

Montevallo Chamber of Commerce

P.O. Box 270 Montevallo, AL 35115

205.665.1519 office

www.montevallocc.com



**Report to City Council
January 12, 2026**

General Updates

- Thank you to our Public Works Department for installing our new Black History banners featuring artwork from local students. These banners, which will be on display this year through the end of February, as well as in future years, are the result of a partnership between Montevillo Main Street, Montevillo Legacy Project, and Impact Montevillo. The student artists will be recognized at Montevillo Legacy Project's 3rd Annual Black History Month Celebration on Sunday, February 8 at 4 PM at Montevillo Presbyterian Church (510 Shelby Street).
- Mobile-based artist Allen Warren is in the process of painting the container stage at the Orr Park Pecan Grove. He plans to finish prior to Backyard Book Fest in mid-March.
- The 2nd Annual Monte Gras Ball will be held at Liberty Hall at American Village on Saturday, February 7, 2026 from 6-10 PM, featuring a New Orleans-style dinner catered by Hey Bebe and live music by The Swing Kings. Tickets and sponsorships are available for purchase now at this link: <https://montevillo-main-street.square.site/monte-gras-2026>

NEW THIS YEAR...we are introducing Krewes! Prizes will be awarded for "Best Dressed" Krewe and "Best Tablescape." Anyone interested in starting a Krewe is invited to contact Montevillo Main Street for more information.

Thank you to our sponsors: Title Sponsor, Davidson Law; Purple Sponsor, American Village; Gold Sponsors, Carr Allison and Hey Bebe; Green Sponsors, Bradford Real Estate Group and Parker Law Firm. Contact us for more information if you'd like to be a sponsor!

Courtney Bennett, Executive Director

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

APPENDIX 8

Case No. SP25-015

The Learning Tree – Site Development Plan

WHEREAS, Joe Schifanella, Southeastern Construction Partners, on behalf of Learning Tree Management LLC, property owner has requested approval of a site development plan to construct a daycare center; and

WHEREAS, the subject property is zoned B-1 SD Neighborhood Business Special District and located at 500 Freedom Parkway at the southeast corner of the intersection with State Route 119 (Parcel ID 58-27-1-02-0-000-001.002); and

WHEREAS, the subject property, containing 2.5 acres and was previously cleared with the exception of the rear 150 feet adjoining Lexington Parc; and

WHEREAS, the applicant proposes to construct a 5,000 square foot child daycare center to be known as The Learning Tree; and

WHEREAS, subject property is located in the Scenic Corridor Overlay District and must meet the intent of Appendix E. Scenic Corridor Overlay District Design Standards and Guidelines as reviewed and approved by the Montevallo Design Review Committee; and

WHEREAS, access for the daycare was initially proposed via Freedom Parkway and requires the crossing of common area of the Lexington Parc Subdivision; and

WHEREAS, initial communications with local HOA representatives indicated a possible approval of the cross access but further review by the corporate HOA determined that the cross access was not favorable; and

WHEREAS, the applicant is currently exploring additional access options including direct access to State Route 119 or a shared access with the adjoining Dollar General; and

WHEREAS, access for the project must be determined prior to final approval of the site plan review and may result in redesign of the project layout;


NOW, THEREFORE, BE IT RESOLVED by the Montevallo Planning and Zoning Commission that the request from Joe Schifanella, Southeastern Construction Partners, on behalf of Learning Tree Management LLC, property owner for a site development plan to construct a daycare center located at 500 Freedom Parkway at the southeast corner of the intersection with State Route 119 (Parcel ID 58-27-1-02-0-000-001.002) be and the same is hereby **CONTINUED** to January 12, 2026 to allow for the determination of access for the property which may result in a redesign of the project layout.

**STATE OF ALABAMA
SHELBY COUNTY**

I, Steve Gilbert, technical advisor to the Montevallo Planning and Zoning Commission, do hereby certify that the above is a true and correct copy of a resolution adopted by the Montevallo Planning and Zoning Commission at its meeting held on November 20, 2025.

GIVEN UNDER MY HAND on this the 21st day of November, 2025.

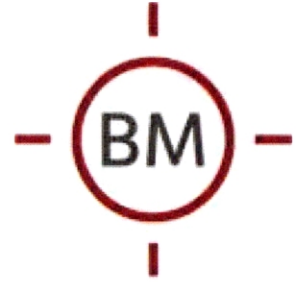




Steve Gilbert, Clerk/Treasurer, City of Montevallo

Brent Means Land Surveying, LLC

217 Hartwood Drive
Gadsden, AL 35901
(256) 312 - 2292
brent@brentmeanslandsurveying.com



Date: December 12, 2025

RE: Review of Easement Document Regarding Access from Freedom Parkway, Montevallo, AL 35115

To whom it may concern,

My name is Brenton Scott Means and I am a Professional Land Surveyor licensed in the State of Alabama. I have reviewed the document titled "Grant of Easement" (referred herein as "document") filed in the Probate Office in Shelby County, Alabama, and recorded in Instrument No. 20051202000623970, and dated December 2nd, 2005.

Exhibit "A" in the document describes a "non-exclusive easement for ingress and egress not to exceed 30 feet in width and specifically only to benefit the real property described on Exhibit B..." When plotted based upon the legal description, Exhibit "A" is in the same location as that portion of Freedom Parkway that lies north and adjacent to that property of which I surveyed and prepared a plat for Capstone Engineering (Survey No. S25-083) dated May 24th, 2025 (referred herein as "Subject Property"). Exhibit "B" describes the Subject Property AND ALSO that portion lying south of said Subject Property, which apparently was one parcel at the time of the recording of the document.

It is my opinion that the easement referenced herein as Exhibit "A" grants access to the Subject Property off of what is currently referred to as Freedom Parkway.

Thanks,

A handwritten signature in black ink, appearing to read 'Brenton S. Means', written in a cursive style.

Brenton S. Means, P.L.S.

Owner

KEN LINDSEY CONST. CO.

236 Kesler Mill Rd
Montevallo, AL 35115

Quote
(MNTV-001)

To: City of Montevallo
C/O Mr. Steve Gilbert

Dec. 10, 2025

Re: 281 Park Drive, Montevallo AL 35115

Mr. Gilbert,

Thank you for the opportunity to offer you this quote for the upcoming remodel of the Scout Lodge.

Exterior Remodel and Repairs

Remove wood siding from lower area of building to approx. 36 inches replace with Stone Veneer Panels /Install Exterior Repairs / Replace Damaged Wood with Salvaged Wood (Removed Siding)
Stain Exterior Wood Siding
(Note building has half round wood siding that resembles logs)
Install 2 Windows East Side of Building (Same as existing front windows)

Interior Remodel and Repairs

Base Cabinet / 3 Compartment Sink / Countertop
Replace Outlets / Switches in Kitchen Area
Install Additional Lighting / Upgrade Existing to LED
Install Tongue and Groove Ceiling in Bathroom
Install Board and Batten on Storage Area
Install Cap on Railing to Storage Area Stairs
Repaint 3 Doors (Interior)
Prep and Epoxy Concrete Floors
Demolition Clean-up Haul Off of Existing Materials

Project Preparation

Pressure Washing Cleaning Metal Roof
Pressure Washing Building Exterior

Total quote

\$ 81,300.00

Terms

40% down to order material	\$ 32,520.00
50% Exterior Stone Installation	\$ 40,650.00
Balance on completion	\$ 8,130.00

Accepted by: _____ Date: _____

Note

This quote does not cover any unforeseen items, or engineering requirements

Steve Gilbert

From: leah@pickettconstruct.com
Sent: Tuesday, December 16, 2025 8:28 AM
To: Steve Gilbert
Subject: quote

Proposal

Pickett Construction, LLC
8101 Highway 119
Alabaster, AL 35007
Phone (205) 620-1798 Fax (205) 620-3626
www.pickettconstruct.com

Proposal Submitted To: City of Montevallo	Date: 12/15/2025
Address: Seaman Scout Lodge	Job Location: same
Phone:	Fax/email: sgilbert@cityofmontevallo.com

We hereby submit specifications and estimates for:

Exterior

Pressure wash exterior, Repair damaged eaves and siding, Install manufactured stone up to 4 ft high, Stain existing siding, Add 2 windows, Replace 2 exterior doors, Remove shutters

Interior

Clean and prep concrete floor for epoxy, Apply epoxy to concrete floor, Replace T1-11 on walls of stairway, Install door to storage area underneath stairs, Replace all interior doors, Install new toilet in bathroom, Redo trim in storage rooms, Repair and stain ceiling in storage rooms

Kitchen – Install new cabinets, countertops, sink and fixture. Install tankless water heater under cabinet.

Electrical

Install 2 new exterior lights, Re-wire exit signs, Add 4 lights in main area

Also included: Removal of debris (clean up)

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of: \$96,400.00

With payments to be made as follows: ½ at signing and ½ at completion unless specified otherwise.

All coupons must be presented before signing this contract. Pickett Construction, LLC accepts cash, checks, money orders, and credit cards. All credit card transactions will be charged an additional 2.5% processing fee. Customer agrees to pay all costs of collection plus a reasonable attorney's fee for any monies not paid when due. 1 year warranty on all workmanship. \$1000.00 minimum on all projects.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Sales Agent – Ricky Pickett

Note: This proposal may be withdrawn by us if not accepted within 14 days.



Central Alabama Asphalt & Construction Co., LLC
 P.O. Box 20766
 Tuscaloosa, AL 35402
 Office: (205) 349-0910
 Fax: (205) 752-0890
 jrpo@centralalabamaasphalt.com

PROPOSAL

PROPOSAL SUBMITTED TO:	PROJECT NAME: Montevallo Main St. Parking Improvements Asphalt Resurfacing & Restriping	DATE: 12/22/2025
TO OUR VALUED CUSTOMERS		PHONE:
ATTN: OWNER/ESTIMATOR	PROJECT LOCATION: Montevallo, Alabama	HOME:

WE HEREBY SUBMIT OUR PROPOSAL FOR:

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
MOBILIZATION/DEMOBILIZATION				
To Include All Equipment, Material & Labor Required To:				
*Mobilization/Demobilization	1	LS	\$ 3,000.00	\$ 3,000.00
ASPHALT MILLING & ASPHALT PAVING ~ 1.5"				
To Include All Equipment, Material & Labor Required To:				
*Asphalt Milling of Pavement Transitions & Where Necessary	1	LS	\$ 26,250.00	\$ 26,250.00
*Sweep, Clean-up, Asphalt Preparation & Tack Coat Application				
*Placement of Asphalt Surface Course at 1.5" Thickness				
*Includes Restriping to Existing Layout				
*See Diagram of Proposed Paving Area				
BASE BID TOTAL -----				\$ 29,250.00

General Notes:

- Striping is not included unless noted
- Proposal is subject to increases in ALDOT A/C Index
- Contractor cannot guarantee drainage with grades at less than 1%
- Proposal does not include any patching/leveling unless noted above
- Contractor not responsible for vegetative growth within asphalt
- No traffic control or signage is included within the proposal
- Contractor cannot guarantee base and/or paving if others install the base
- Asphalt depths are approximate and are based on an average thickness
- This is a unit price quotation & contract. Payment would be based on in place quantities
- Subgrade/Base/Utilities shall be approved, on "blue-top" grade, and adequate for paving prior to our mobilization
- If existing asphalt, subgrade and/or stone base show signs of depressions due to weight of traffic, additional cost will be added
- Owner agrees Contractor shall not be held retainage on any pay request or held responsible for liquidated damages
- Contractor not responsible for damage to existing concrete/asphalt during construction or for tack tracks on existing concrete or asphalt
- Discovery of Unsuitable Material, Bond(s), Permit(s), Testing, Engineering, Layout(s), Utility Relocations are not included
- Price is based on work being performed prior to December 31, 2025, supplemental pricing will be required for work after this date
- Price includes only what is listed above and includes one mobilization for milling/paving work. if additional mobilizations are required cost may be incurred.

Payment to be made as follows:

Monthly estimates - Payment is due within 30 days of receipt of monthly estimate
 Finance charge will accrue from the due date at the rate of 1.5% per month (18% per annum)

All material is granted to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Comp. insurance. All jobs must be started in a timely manner. Any delays will constitute a re-pricing and agreement of new price before commencement.

Authorized Signature

 Jonathon R. Poe

NOTE: This proposal may be withdrawn by us if not accepted within Thirty (30) days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Should the undersigned fail to pay this indebtedness, or any part thereof, when due, the entire unpaid balance shall become due and payable, in which the undersigned agrees to pay all costs of collecting, including a reasonable attorney's fee, plus a finance charge of 1.5% per month (18% per year) from the due date.)

ACCEPTED:

Date _____

By: _____

Its: _____

CONTRACT/PROPOSAL

FROM:

GLENN CONTRACTING & PAVING CO., INC.

3614 Cahaba Beach Road

Birmingham, AL 35242

Phone: (205) 991-0194 Fax: (205) 991-7985

Website: www.glennpaving.com E-Mail: glennpaving@gmail.com

To: **City of Montevallo**
Attn: Steve Gilbert

Date: **7/9/2024 – Revised 12/17/2025**

Phone: 205-665-2555 X 105

Job: City Hall of Montevallo

Email: sgilbert@cityofmontevallo.com

545 Main Street

Terms: FULL PAYMENT UPON COMPLETION OF WORK - All past due accounts are subject to 1 ½ % monthly service charge (annual rate 18%), and all costs of collection including reasonable attorney's fees.

Glenn Contracting & Paving Co., Inc. hereby proposes to furnish all labor and material, to complete in a good and workmanlike manner the following items of work:

OVERLAYS & NEW WORK ITEMS

- 1) Blow all loose dirt and debris from existing driveway.
- 2) Do necessary excavating at garage doors to give as good water drainage as possible, working with existing grades.
- 3) A. Cut trees B. Remove Stumps C. Remove tree roots growing in asphalt.
- 4) Level up any low places in old asphalt and repair any holes before overlaying.
- 5) Cover entire asphalted area with tack for bonding purposes and then install 1" to 1 ½" hot mix asphalt.
- 6) All new work will be excavated and graded and then receive 6" crusher run stone for base plus 3" hot mix asphalt.

Description of Work to be Completed – Parking Lot B – Vacant Lot Across Street – Approx. 1,580 Sq. Yds. – Area Approved by Steve Gilbert	
See item's 1,4 & 5 above for description of work	
Lay-out & stripe (1 coat of latex paint) included in price	
Total	\$33,000.00
Due to the ever-increasing cost of asphalt and gasoline, the prices quoted are subject to change and are good for 30 days.	

NOTES: Please read carefully before you sign this contract.

1. The price includes only the work described herein and the quote is good for 30 days only.
2. We always strive to give good drainage but never guarantee 100% drainage.
3. Glenn Paving will not be responsible for damage to or replacement or repair of any underground pipes, utility lines, septic lines, irrigation system, electric dog fences or any other underground items. Repairs will be done on a cost-plus basis.
4. All quantities of base stone are estimated only. If more base stones are needed to bring the base to suitable paving condition, the extra stone will be installed at an additional cost of \$850 per tandem load.
5. Additional excavation needed to bring sub-grade to suitable paving conditions will be billed at \$110 per hr. for loader, \$110 per hr. for truck, \$125 per hr. for Motor Grader and \$75 per load dump fee. The owner will be notified first of the additional charge.
6. All sq. yds. and footage are estimated only and will be re-measured upon completion of work for exact in-place quantities to be invoiced.
7. A \$3,000 mobilization fee will be added to the final invoice for the final coat of asphalt if it applies to this scope of work.
8. Glenn Paving will not be responsible for damage to existing landscaping such as grass, trees, shrubs, etc. that immediately surrounds the jobsite.
9. Scheduling is based on the acceptance of a signed contract.

This proposal will serve as a contract if properly signed in the space provided for acceptance below. This proposal may serve as a contract if properly signed in the space provided for acceptance below.

Accepted by: _____

Date: _____

Estimated by: Mike Sharp

Glenn Contracting and Paving Co., Inc.

NO GUARANTEE AGAINST CAR TIRE SCUFFING OF NEW ASPHALT PAVING. DUE TO THE NATURE OF ASPHALT, WE CANNOT GUARANTEE THAT THE ASPHALT WILL NOT DEVELOP CRACKS.

Please retain one copy for your records.

Thank You

STEEL CITY METAL, INC.

P O Box 326
 Westover AL 35185
 205-677-2134 Office
 205-677-2132 Fax



Date: 12/16/2025
 Name: City of Montevallo
 Job: Montevallo Main Street Parking Rails
 Address: Mainstreet
 City: Montevallo State: AL Zip:
 Phone: 205-655-2555 ext. 105 Cell:
 email: soilbert@cityofmontevallo.com

QTY	Description	Total
1	<p>Fabricate, powder coat and install the following: 268 linear ft of custom iron guard rail. Top Rail, Post and Bottom Rail to be 2" x 2" x 3/16" square tube; pickets to be 1/2" solid square. Post to be set 18" into concrete. Asphalt will be core drilled large enough to pour concrete around post. Post to be spaced 8ft max on centers. Powder color top coat Super Matte Black with one coat of zinc rich powder primer. Rail height to be 42" from asphalt with a 3 1/2" gap underneath bottom rail. Anything not mentioned is considered excluded.</p>	\$63,764.00
<p>Due to market fluctuation on steel prices, total is subject to change pending approval. Anything not mentioned is considered excluded.</p>		
<p>WE APPRECIATE YOUR BUSINESS !!!</p>		\$63,764.00

Payment Terms: Full Payment is due upon completion of project.
Please sign and return to bind agreement.
 This quote is subject to change depending on material pricing.
 No engineering cost included.
 3.5% Fee will be applied If Paying With Credit Card

Signature: _____
 Date: _____



MONTEVALLO MAIN STREET PARKING & FACILITY IMPROVEMENTS

DRAWN BY: SCALE: SHEET: 1 of
 CHECK BY: None
 DATE: 11/15/13



SHELBY COUNTY
 FACILITIES & GENERAL SERVICES

REVISIONS

NO.	DATE	DESCRIPTION	BY

PERFORMANCE BOND

Bond No. 108390226

KNOW ALL MEN BY THESE PRESENTS:

That O'Reilly Automotive Stores, Inc., 233 S. Patterson Avenue, Springfield, MO 65802

as Principal, hereinafter called Developer, and Travelers Casualty and Surety Company of America, of Hartford, CT, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called Surety, are held firmly bound unto The City of Montevallo, as Obligee, hereafter called City, in the amount of Three Thousand and No/100 Dollars (\$3,000.00), for the payment whereof Developer and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Developer has by written Agreement dated [Date], entered into an Agreement with City for

Land Disturbance Permit in preparation and in accordance with approved Case No. SP25-012, Project Name O'Reilly Auto Parts - Montevallo, AL (MTV)

in accordance with the approved Engineer's estimates, which Agreement is by reference made a part hereof, and is hereinafter referred to as the Agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Developer shall promptly and faithfully perform said Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Developer shall be, and declared by City to be, in default under the Agreement, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Agreement in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

This bond is irrevocable for two (2) years from the date of issuance, however, it will be automatically renewed without amendment for successive periods of one (1) year each, unless at least ninety (90) days prior to the initial expiration date or any successive expiration date the issuing surety gives the City of Montevallo notice by certified mail letter to the address above that the issuing surety elects not to have this bond renewed for such additional period.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the successors of the City.

Signed and Sealed this 9th day of December, 2025.

O'Reilly Automotive Stores, Inc.

[Handwritten Signature]
(Witness)

By *[Handwritten Signature]*
Philip Hopper As its SR Vice President (Seal)

Travelers Casualty and Surety Company of America

[Handwritten Signature]
(Witness) Laura E. Sudduth

By *[Handwritten Signature]*
Amanda Turman-Avina, Attorney-in-Fact





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make constitute and appoint Amanda Turman-Avina of Houston, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

By:
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognition, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognition, contract of indemnity, or writing obligatory in the nature of a bond, recognition, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of December, 2025.



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**