

**REGULAR MEETING
COUNCIL OF THE CITY OF MONTGOMERY
APRIL 18, 2017 – 5:00 P.M.**

The Council met in regular session on Tuesday, April 18, 2017, at 5:00 p.m., in the Council Auditorium, City Hall, with the following members present:

PRESENT:	BOLLINGER, LYONS, BURKETTE, GREEN, BELL, LEE, JINRIGHT	--7
ABSENT:	LARKIN, PRUITT	--2

President Charles Jinright presided as Chairman of the meeting, and Brenda Gale Blalock, City Clerk, served as the Clerk of the meeting. The meeting was opened with the invocation by Brenda Gale Blalock, City Clerk, and the Pledge of Allegiance.

Councillor Bollinger made a motion to adopt the April 4, 2017, Work Session Minutes, as circulated, which motion carried with the following vote:

AYES:	BOLLINGER, LYONS, GREEN, BELL, LEE, JINRIGHT	--6
NAYS:	NONE	--0
ABSTAINED:	BURKETTE	--1
ABSENT:	LARKIN, PRUITT	--2

Councillor Bollinger made a motion to adopt the April 4, 2017, Regular Council Minutes, as circulated, which motion carried with the following vote:

AYES:	BOLLINGER, LYONS, GREEN, BELL, LEE, JINRIGHT	--6
NAYS:	NONE	--0
ABSTAINED:	BURKETTE	--1
ABSENT:	LARKIN, PRUITT	--2

Councillor Pruitt entered the Council Auditorium at 5:09 p.m.

Councillor Larkin entered the Council Auditorium at 5:10 p.m.

Councillor Burkette left the Council Auditorium at 5:10 p.m.

Councillor Burkette entered the Council Auditorium at 5:12 p.m.

Councillor Pruitt left the Council Auditorium at 5:12 p.m.

Councillor Pruitt entered the Council Auditorium at 5:18 p.m.

The Clerk stated this was the time and place to hear and consider the following proposed ordinance:

ORDINANCE NO. _____

WHEREAS, the City Council has determined a need within the City of Montgomery to limit and restrict the outdoor storage, parking or unreasonable accumulation of trash, junk, garbage, partially dismantled or nonoperating motor vehicles, and the accumulation of new or used parts thereof upon premises within the city; and

WHEREAS, a junked vehicle that is located in a place where it is visible from a public place or public right-of-way is detrimental to the safety and welfare of the general public, tends to reduce the value of private property, invites vandalism, creates fire hazards and constitutes an attractive nuisance creating a hazard to the health and safety of minors and is detrimental to the economic welfare of the city;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Chapter 12, Sections 12-31 and 12-37 of the Code of Ordinances for the City of Montgomery, Alabama are hereby amended to read as follows:

SECTION I: Section 12-31 – Definitions be and is hereby amended to read as follows:

Sec. 12-31. – Definitions.

For the purposes of this article, the following terms are defined as hereinafter set forth, to wit:

Foul water means water that has an offensive odor, is visibly filled with algae or is polluted with oil or other pollutants.

Front yard means the yard extending across the entire width of the lot between the main building, including covered porches, and the front lot line; or if an official future street right-of-way line has been established, between the main building including covered porches and the right-of-way line. On corner lots, the narrower side shall be considered the front regardless of the location of the main entrance of the dwelling. Where both frontages of the lot are equal, the front yard shall be considered the side on which the majority of the lots front in the block.

Graffiti means any unauthorized inscription, word, figure, painting or other defacement that is written, marked, etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of public or private property by any graffiti implement, to the extent that the graffiti was not authorized in advance by the owner or occupant of the property, or, despite advance authorization, is otherwise deemed a public nuisance by the city council.

Graffiti implement means an aerosol paint container, a broad-tipped marker, gum label, paint stick or graffiti stick, etching equipment, brush or any other device capable of scarring or leaving a visible mark or sign on any natural or manmade surface.

Junk means any metals, machinery, plumbing fixtures, vehicle part(s) (including, but not limited to mechanical parts, auto body parts, engine parts, mufflers, bumpers, truck caps and shells, truck storage boxes, box truck cargo areas, and trailer boxes), boat part(s), trailer part(s), mechanical part(s), rubber tire(s), appliance(s), furniture, machinery, equipment, building material, wire, cable, bearings, valves, pipes, pipe fittings, wood, or other items which are either in a wholly or partially rusted, wrecked, disabled, discarded, dismantled, or inoperative condition.

Improved subdivision means a division of a tract of land or acreage into tracts or parcels, and the improvement thereof by construction of streets, water lines and, where applicable, sewer lines to serve the subdivided property.

Litter means all uncontainerized man-made waste materials including, but not limited to, paper, plastic, garbage, bottles, cans, glass, crockery, scrap metal, construction materials, rubbish, disposable packages or containers.

Nonconforming vehicle means any vehicle or trailer (including, but not limited to, cars, trucks, boats, motorcycles, and recreational vehicles) that is inoperable in that one or more of its major mechanical components including (but not limited to) engine, transmission, driver (sic) train, or wheels is/are missing or not functional. A nonconforming vehicle shall also include an automobile or motorcycle that may not be legally operated on a public street due to the absence of a current license tag, unless such vehicle is on real property owned by (or leased by) and in the control of an automobile dealer who is properly licensed to sell new and/or used vehicles at said property or is otherwise exempted by law from having a current tag.

Mud means a slimy, sticky mixture of soft, wet earth, or sand, or dirt.

Overgrown grass or weeds exist if any of the following conditions are met:

- (1) The grass or weeds provide breeding grounds and shelter for rats, mice, snakes, mosquitoes, and other vermin, insects and pests;
- (2) The grass or weeds attain such heights and dryness so as to constitute serious fire threat or hazard;
- (3) The grass or weeds bear wingy or downy seeds, when mature, that cause the spread of weeds, and when breathed, irritation to the throat, lungs and eyes of the public;
- (4) The grass or weeds are capable of hiding debris, such as broken glass or metal, which could inflict injury on any person going upon the property;
- (5) The grass or weeds are unsightly; or
- (6) If not grown as ornamental plant growth, the grass or weeds exceed 12 inches in height.

Regular/preventative maintenance means those activities and services which are regularly performed to keep a motor vehicle in good running order including, but not limited to, the changing of oil, filters, belts, tires or spark plugs.

Trash means all organic material, including but not limited to, tree limbs, tree trunks, wood, building material, dead shrubbery. Included are grass clippings and leaves, except when prepared as and contained in a compost bin.

SECTION II. Section 12-37 – Litter, trash and junk is hereby amended to read as follows:

Sec. 12-37 – Duty to keep property clear and free from litter, trash, junk and nonconforming vehicles.

- (a) *Residential and other noncommercial properties.* Any owner, lessee, and/or person in control of any property used for residential or noncommercial purposes shall keep any and all portions of such property that are not located inside any fully enclosed and roofed structure clear and free from junk and non-conforming vehicles. This duty shall extend to all sidewalks, driveways, alleyways, and rights-of-way lying adjacent to said property.
- (b) *Commercial properties.* Any owner, proprietor, and/or person in control of any property used for commercial purposes shall keep and maintain any and all non-screened portions of the property on which the business is conducted clear and free from junk and nonconforming vehicles.
- (c) *[Nonscreened portions.]* As used in subsection (b), the phrase “nonscreened portions” shall refer to those portions of the property that are not located inside (i) a fully enclosed structure, (ii) a nontransparent vertical wall or fence, and/or (iii) natural objects/plantings, any and all of which are of a minimum height of eight feet and in good, neat, and orderly condition and repair, such that the interior contents are completely shielded from the ground level view of adjacent public or private property, including any public right of way.
- (d) *[Property on which the business is conducted.]* As used in subsection (b), the phrase “the property on which the business is conducted” shall include, but is not limited to, all parking lots, and loading/unloading areas that are owned, leased or utilized by the business. This duty shall also extend to all sidewalks, parking lots, driveways, alleyways, and rights-of-way lying adjacent to said property.
- (e) *[Exceptions.]* There is no violation of this section where:
 - (1) The condition relates to the placement of junk (that would otherwise constitute a violation of this section) on the property for collection in a

manner that adheres to all applicable requirements of Chapter 25, Sections 25-35 and 25-36 (Solid Waste and Trash Disposal) of this Code;

- (2) With respect to property used for commercial purposes, the condition relates to materials, goods, and/or supplies (not including vehicle(s), trailer(s), or vehicle and/or trailer part(s)) that are normally stored, displayed, or kept outside on the premises of duly licensed building supply companies, lumberyards, plumbing supply companies, nurseries, and similar commercial establishments, so long as the materials, goods, and/or supplies (i) are not wholly or partially rusted, wrecked, ruined for their intended purpose, dismantled, disabled, or inoperative, and (ii) are stored in such a manner so as to prevent overgrowth with grass and/or weeds and the harboring of rats, mice, insects, reptiles, or other vermin; or so as to prevent any health, fire or safety hazard;
 - (3) With respect to property used for commercial purposes, agricultural equipment, industrial equipment, and/or lawn and garden equipment that are displayed for sale on the premises of establishments that are duly licensed for the sales of such items, so long as they are stored in such a manner so as to prevent overgrowth with grass and/or weeds and the harboring of rats, mice, insects, reptiles, or other vermin; or so as to prevent any health, fire or safety hazard;
 - (4) With respect to any property on which a properly lawfully licensed vehicle repair business is operating, the condition relates to a particular vehicle(s), trailer(s), vehicle part(s), and/or trailer part(s) that is in violation of subsection (b) on no more than three consecutive days;
 - (5) The condition relates to building materials located on a premises where a valid permit is in existence for construction or repairs;
 - (6) The condition relates to a storage place or depository lawfully maintained by duly constituted law-enforcement officers; or
 - (7) The condition relates to the operations of a public utility.
- (f) Enforcement of this section shall begin February 1, 2017. Failure to comply with screening requirements on commercial property may result in the suspension or revocation of the business license as well as abatement of any nuisance.

Councillor Lyons requested that this item be carried over 30 days, which was the consensus of the Council.

The Clerk stated this was the time and place to hear and consider the following proposed ordinance:

ORDINANCE NO. 35-2017

ORDINANCE AMENDING CHAPTER 11, EMERGENCY SERVICES, ARTICLE II, AMBULANCES, SECTIONS 11-31; 11-32; 11-34; 11-36; 11-38; 11-39; 11-61; 11-62 and 11-64 OF THE CODE OF ORDINANCES OF THE CITY OF MONTGOMERY

SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Chapter 11, Emergency Services, Article II be amended to read as follow:

ARTICLE II. AMBULANCES

DIVISION 1. - GENERALLY

Sec. 11-31. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Advanced life support (ALS) means the use of equipment and procedures customarily used for advanced cardiac life support and basic trauma life support.

Ambulance means any motor vehicle constructed, reconstructed, arranged, equipped or used for the purpose of transporting ill, sick, injured or other individuals in need of or requesting medical attention and which meets or exceeds the standards and requirements of the state department of public health, emergency medical services division.

Ambulance attendant means any person licensed as an EMT (I, II, III) who has the duty of performing or assisting in the response to an ambulance call.

Ambulance call means the act of responding to a call for ambulance services with an ambulance in order to transport any person for the following purposes:

- (1) ***Emergency.*** A response to a call in which it is believed that the imminent loss of life or limb or serious physical injury exists. Such calls will be answered using all warning devices and lights.
- (2) ***Nonemergency.*** A response that does not require the use of warning devices including, but not limited to: inter-hospital transfers, discharge to home or to any other place, visits to physician offices and the transport of the deceased to funeral homes.

Basic life support (BLS) means a level of prehospital care involving noninvasive life support measures collectively, including all aspects of cardiopulmonary resuscitation (CPR) techniques and the application of antishock trousers.

Emergency medical technician (EMT) means ambulance personnel certified and licensed by the state as a basic or specifically skilled emergency medical technician. Such individual may also be referred to as an ambulance attendant if at EMT Level I, II or III.

Paramedic means ambulance personnel certified and licensed by the state as an emergency medical technician III.

Total response time means the time period from City of Montgomery emergency communication center notification until the time the unit is on the scene.

Sec. 11-32. - Penalties for violation of article.

- (a) Any franchisee who violates any of the provisions of this article shall be guilty of an offense, punishable, upon conviction, by a fine not to exceed \$500.00.
- (b) Each violation of this ordinance shall constitute a separate offense. Continuing violations of this ordinance shall constitute a separate offense each day the violation is in existence.
- (c) Notwithstanding the penalty in subsection (a) of this section, each ambulance company violating sections 11-36(2) and 11-36(3) shall be subject to a fine not to exceed \$500.00.
- (d) The franchisee shall pay reasonable attorney fees, costs and necessary disbursements that in any nature arise from the defense of all claims suits, proceeding and judgments against the city caused by the action of the franchisee.
- (e) This section shall not serve to limit any other remedies available to the city, whether in law or equity.

Sec. 11-34. - Applicability of article provisions.

The provisions of this article shall be applicable to all new ambulance companies and all ambulance companies who have an existing franchise within the City of Montgomery, upon the adoption of this Article.

Sec. 11-36. - Private ambulance service general rules and regulations for franchisees.

Each franchisee shall maintain a central place of business within the city limits with at least one properly listed telephone for receiving calls for ambulance service and one dedicated phone line for the fire department. All business records and daily manifests required in this article shall be maintained and available upon request at the place of business. The franchisee shall be generally responsible for the conduct and operation of its employees and ambulances. Each franchisee shall immediately notify the finance department, the fire department and the police department of any change in its business

address or telephone number. The notification should be oral and then written. In addition:

(1) *Franchisee's records and reports.*

- a. Each franchisee shall maintain a daily manifest upon which shall be recorded the date and time each ambulance call is received and the name of the individual calling, the time of dispatch and of the arrival at the requested location, place or origin, patient's name and address, prehospital reports and destination. Each such owner shall retain and preserve all daily manifests for at least 24 months, and such manifests shall be available for inspection by the fire department upon request. Each franchisee shall keep accurate records of the receipts and expenses from operations and such other operating information as may be required by the fire chief. Voice tapes of all dispatches and instructions shall be retained for a period of not less than 60 days. The owner shall maintain the records required in this section at a place readily accessible for examination by the fire chief.
- b. In addition, each franchisee shall provide to the fire chief or his designee, a monthly statement. The report shall be submitted on or before the tenth of the month following the month in which service was performed. The following information shall be included in each monthly report:
 1. A list of the franchisee's current service fees;
 2. A list of any legal claims pending or resolved against the owner, his associates or employees in the past year or that has been ongoing;
 3. A monthly statement showing the total number of calls made during the month on calls received through the City of Montgomery emergency communications center;
 4. Number of responses that did not result in a transport;
 5. Average response time;
 6. The statement will show year-to-date numbers on each category possible;
 7. The fire chief can ask for changes or more information on the report as he deems necessary.

(2) *Operating regulations.*

- a. All operations, equipment, durable and other medical supplies, linens, and all other supplies and equipment employed by the owner in the city shall at all times be in compliance with all applicable rules and regulations now or hereafter adopted by the Occupational Safety and Health Administration of the U.S. Department of Labor, the state department of public health and the city.
- b. Each ambulance answering any emergency call or 911 call, whether emergency or not, shall have a minimum of two ambulance attendants who hold current licenses as emergency medical technicians from the state department of public health. At least one of the ambulance attendants must be at minimum a paramedic, who shall remain in attendance with the patient, while the other may serve as the driver.
- c. Each ambulance answering any nonemergency call shall have one attendant who is licensed as an Advanced-EMT, i.e. to doctor's office, dialysis unit, physical therapy, etc.
- d. All ambulance companies will be required to participate in a system of rotating calls received through the city's 911 system. Franchisees, as a condition of this franchise, agree to strongly comply with the requirement of such rotation list.
- e. Each ambulance company will dedicate a fire department specified number of fully staffed and equipped ambulances available for the sole purpose of responding, in rotation, to 911 calls. The number of 911 dedicated ambulances will be specified by the fire chief.

- f. The fire chief can change the numbers and requirements of the 911 rotation to meet the city's needs. The change will be in writing to each service.
- g. If requested, each franchisee will assist in emergency management activities.
- h. The fire chief can require the franchisee to meet new or different communication guidelines as improvements are needed. This applies to business residents, vehicles, hospital equipment, etc.
- i. Franchisees must operate on a 24 hours per day, seven days per week basis.

(3) *Response time.*

- a. At all times, unless otherwise provided in an agreement, response by an ambulance requested by the fire department within the city limits shall meet the following response time performance standards:
 - 1. For all emergency calls the response time shall be no greater than 10:59 minutes.
 - 2. For all nonemergency calls the response time shall be no greater than 12:59 minutes.
 - 3. These times are the maximum amount of time allowed for a response anywhere in the city limits. Short distance responses should have correspondingly shorter response times.
 - 4. The fire chief shall have the discretion to question any incident where the response time does not logically correlate with the distance traveled. The fire chief shall have the authority to mitigate based on weather and traffic conditions.
- b. Response time exemption requests should be verbal to the City's Emergency Communication Center within two hours of the incident and should be followed up in writing to the fire chief or his designee within three working days of the incident. The written report should be signed by a franchisee supervisor.

(4) *Display of photo identification card.* A photo identification card that indicates name of company, name of employee and level of training shall be visibly worn at all times while on duty.

(5) *Inspection of ambulance and equipment.*

- a. All ambulance and mechanical, safety and special equipment shall be subject to inspection at any time by the fire department.
- b. Prior to issuance of any initial or renewal franchise, each owner requesting approval of an ambulance for use in the city shall provide proof of certification of such ambulance within the past 90 days by the state department of public health, EMS division.
- c. No ambulance that has been substantially damaged or altered shall be again placed in service until it has been reinspected by the state department of public health.

(6) *Radio dispatch procedure.*

- a. If a franchisee receives an emergency ambulance call, the franchisee shall immediately report such call to the city's emergency communication center dispatcher, giving the location and the nature of the call, and requesting the city's emergency communication center dispatcher to grant or deny. Clearance will be denied only when another franchisee's ambulance has already been dispatched in response to such call.
- b. It shall be unlawful for an ambulance owner to respond to an emergency ambulance call using the city streets, alleys and public ways without having been requested or cleared to so do by the city's emergency communication center dispatcher.
- c. It shall be unlawful for any ambulance or ambulance company, having been properly dispatched by a city's emergency communication center dispatcher, to request an ambulance from a different company to respond in its place.

(7) Use of emergency warning devices.

- a. All ambulances responding to emergency calls outside the city must immediately notify the city's emergency communication center dispatcher of the nature and location of the call and of the intent to use the city streets to respond thereto.**
- b. After a private ambulance has responded to a nonemergency call and arrived at the point of pickup, it shall be unlawful for the ambulance to proceed to the hospital or other destination with the use of emergency warning equipment except where life or limb threatening medical conditions exist. In such event, the city's emergency communication center dispatcher must be notified by the franchisee of the circumstances surrounding the call and of the franchisee's need to use emergency warning equipment upon the city streets.**

(8) Insurance.

- a. During the term of the franchise, the franchisee shall provide and maintain public liability and property damage insurance and umbrella coverage in the following amounts to protect itself, its agents and its employees from claims for damages arising from personal injury, including wrongful and accidental death, and property damage which may result from operations under the franchise, whether such operations be preformed by franchisee, its employees, agent or servants:**

Public liability: \$1,000,000.00 per any one occurrence.

Automotive liability: \$1,000,000.00 bodily injury and property damage, combined single limit per occurrence.

Property liability: \$1,000,000.00 per any one occurrence.

Umbrella liability: \$1,000,000.00 per any one occurrence.

- b. The policies shall name the city as an additional insured and shall contain a clause that the insurer will not cancel, alter, amend, modify or decrease the insurance coverage without first giving the city 30 days' notice in writing. A certificate of insurance shall be attached to the franchise attesting that franchisee has obtained and has in effect insurance required under this section.**

Sec. 11-38. - Unlawful operation and prohibited acts.

(a) It shall be unlawful for any person to intentionally or knowingly:

- (1) Solicit on the streets of the city the business of transporting injured or sick persons. This subsection shall not be construed to prohibit lawful advertisements.**
- (2) Use a vehicle siren or flashing red lights other than brake lights without prior authorization by the fire department.**
- (3) Use a uniform, insignia, badge, title, identification card, vehicle marking or anything that so closely resembles or mimics those of the fire department as to confuse the public.**
- (4) Own or cause to be operated an ambulance on any street of the city without first having obtained a franchise in accordance with this article or unless exempted therefrom by the provisions of this article.**
- (5) Request the services of any ambulance which is not licensed or permitted in accordance with the provision of this article.**
- (6) Perform duties as an ambulance attendant (EMT or paramedic) without a current permit issued by the Alabama Department of Public Health.**
- (7) Permit or allow a person to perform duties as an ambulance attendant (EMT or paramedic) without a current state license.**
- (8) Give false information to induce the dispatch of an ambulance, or avoid participation in the 911 ambulance rotation.**

- (b) The driver of any vehicle other than one on official business shall not follow any authorized emergency vehicle traveling in response to an emergency call closer than 500 feet or stop such vehicle within 500 feet of any authorized emergency vehicle stopped in answer to an emergency call. In this section, the term "authorized emergency vehicle" has a meaning assigned to it in Code of Ala. 1975, § 32-1-1.1.
- (c) The council, upon recommendation of the fire chief, may from time to time update this list of prohibited acts, subject to medical protocols and federal, state and local laws.

Sec. 11-39. - Protocol.

To facilitate the most efficient transfer of patient care, the following procedures have been adopted:

- (1) Upon arrival at the scene of an incident where patient care is being provided by fire department personnel, the ambulance crew shall:
 - a. Seek out the fire department officer or paramedic in charge for any information reports on patient care already provided (at no time shall patient care be interrupted);
 - b. Request possible assignments to assist in any additional care;
 - c. Avoid duplicating any patient assessment or treatment already completed;
 - d. Work under the direction of the fire department officer or paramedic in command of the scene.
- (2) Upon arrival at the scene of an incident where patient care is currently being provided by ambulance crew personnel, the fire department may assume command of the scene. If the fire department does assume command of the scene they shall:
 - a. Seek out the ambulance attendant in charge for a report on the condition of the patient, and any treatment that may have been provided (at no time shall patient care be interrupted);
 - b. Request transfer of information from ambulance crew;
 - c. Remain in charge of the scene while at the scene;
 - d. Avoid duplicating any patient assessment or treatment already completed.
- (3) At no time shall personnel delay initiation of appropriate treatment or transportation of a patient in anticipation of fire department response. It is the responsibility of all agencies providing patient care to cooperate and assist in treatment and transportation requirements.

DIVISION 2. FRANCHISE RESOLUTION AND BUSINESS LICENSES

Sec. 11-61. - Required.

(a) *Franchise resolution and business license.* No owner shall operate an ambulance for hire on any street of the city without first having obtained permission to use City streets from the city council granted by a franchise resolution and the purchase of a business license from the finance department, except as provided in this division. Franchises and licenses issued pursuant to the provision of this article shall not be transferable.

- (b) *Exceptions.* Ambulance companies may operate in the city without first obtaining a franchise resolution and business license only as follows:
 - (1) When rendering assistance during any catastrophe or major emergency if all ambulances authorized to operate in the city are either insufficient in number or inadequate for any other reason, as determined by dispatch supervisor or the fire chief or designee;
 - (2) When operating an ambulance brought in solely for the purpose of a drill or training exercise;
 - (3) When operating any ambulance rendering requested assistance currently authorized by the city in cases of disaster or major emergency pursuant to provisions of a mutual aid agreement approved by the city;

- (4) When performing an ambulance call for patients from a location outside of the city limits to any hospital within the city.

Sec. 11-62. - Franchise requirements; application.

Applications for a franchise for the operation of an ambulance by an owner within the city shall be in writing, signed by the owner, sworn before a notary public and filed with the fire chief or designee. The application shall be on a form prescribed by the fire chief and shall contain:

- (1) The name and address of the owner and the trade name under which the owner does or proposes to do business. If the owner is an individual, the application shall contain the name, age and address of the owner. If the owner is a partnership or association, the application shall contain the business name thereof and the name, age and address of each partner. If the owner is a corporation, the application must contain the names and addresses of all officers and directors of such corporation, the state in which the corporation is registered, the complete address of the corporation and a certificate of good standing from the state.
- (2) A list of ambulance attendants to be employed by the owner within the city, together with a copy of the current license of each, and a description of the uniform to be worn by each including the color, badges, insignia and other markings to be shown or displayed thereon.
- (3) The minimum number of ambulances the owner intends to operate within the city and the class, size, design and color scheme of each, together with a copy of the current registration and license tag receipt therefor and the state approval certificate for each.
- (4) Whether or not the owner, his associates or employees have claims or judgments against them for damages resulting from the negligent operation of an ambulance, or any other vehicle.
- (5) Information satisfactory to the city council concerning the ability of the owner to comply with the provisions of this article.
- (6) The nature and character of the service that the owner proposes to render, and the experience that the owner has in rendering such service.
- (7) Documentation from the owner's insurance carrier, stating that the insurance required under this article is available to the applicant and that such coverage is or will be provided prior to the issuance by the city council of the franchise to operate under this article.
- (8) Whether or not the owner's or any of the owner's employees' license as an ambulance attendant or EMT/paramedic has been suspended or revoked by the state department of public health, and, if so, when and why.
- (9) Whether or not the owner or any of the owner's employees have been convicted or are presently under charges or indictment of or for a crime involving moral turpitude and, if so, when, where, for what offense and what sentence was imposed.

Sec. 11-64. - Causes of revocation, alteration or suspension of franchise.

- (a) Every franchise issued under this division shall be subject to revocation, alteration or suspension by the city council upon recommendation of the fire chief if:
 - (1) The owner has refused to render the full service required by this article.
 - (2) The owner or any of the owner's employees has been convicted of a crime which directly relates to the duties and responsibilities of the owner or of his employees under the franchise.
 - (3) The franchise was obtained by an owner's application in which any material fact was intentionally omitted or falsely stated.
 - (4) The owner has persisted in permitting ambulances under the control of the owner to be operated in violation of any law.

- (5) The owner has willfully and knowingly violated or failed to comply with any of the provisions hereof or of the franchise or has failed to procure and pay for a business license.
 - (6) The owner has, without good cause, induced or sought to induce a change of destination to or from a hospital or other place specified by the person hiring the owner for the purpose of transporting the person.
 - (7) The owner or any of the owner's employees fail to comply with the current State of Alabama trauma system protocol,
 - (8) The owner has operated in a negligent manner.
 - (9) The insurance coverage required in this article has been canceled, reduced, withdrawn, suspended or terminated.
 - (10) The owner has allowed its ambulances or equipment to become damaged, deteriorated or unclean to the extent that such is unsatisfactory for public use.
 - (11) The owner fails to maintain the financial ability necessary in the opinion of the city council upon recommendation of the fire chief to comply with the terms of this article.
 - (12) The owner has failed to comply with applicable federal, state or local laws, rules or regulations.
- (b) Whenever it shall come to the attention of the city council that a franchisee has violated one or more of the provisions of this article, it may require the attendance of the franchisee to show cause why the franchise should not be altered, suspended or revoked.

Councillor Lee made a motion to adopt the foregoing ordinance with an editorial change in 11-32(c) of 11-36(3) and 11-36(6) to 11-36(2) and 11-36(3), which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed ordinance:

ORDINANCE NO. 36-2017

AN ORDINANCE GRANTING A FRANCHISE TO MOBILITIE, LLC, ITS SUCCESSORS OR ASSIGNS, TO CONSTRUCT, OPERATE, AND MAINTAIN COMMUNICATIONS SYSTEMS WITHIN THE CORPORATE LIMITS OF THE CITY OF MONTGOMERY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, as follows:

Section 1. Definitions.

(a) "Backhaul Equipment" means broadband backhaul transmission facilities, whether provided by landline communications infrastructure (including without limitation fiber, conduit, related equipment, and improvements) ("Landline Backhaul Equipment") and/or wireless communications infrastructure (including without limitation wireless microwave and related cables, wires, equipment, and improvements) ("Wireless Backhaul Equipment") that interconnects with Wireless Communication Equipment at the Point-of-Demarcation and is for the purpose of providing Backhaul Service.

(b) "Backhaul Service" means communications transport service, whether provided by Landline Backhaul Equipment or

Wireless Backhaul Equipment that interconnects with the Wireless Communication Equipment at the Point-of-Demarcation.

(c) "City" is the City of Montgomery, Alabama.

(d) "Communication Facilities" means Wireless Communication Equipment and/or

Backhaul Equipment as defined below.

(e) "Communications Service" means Wireless Communication Service and/or

Backhaul Service as defined in this Ordinance.

(f) "Grantee" is Mobilitie, LLC, a Nevada limited liability company or anyone who succeeds Mobilitie, in accordance with the provisions of this franchise.

(g) "Franchise" is the authorization, and renewal thereof, issued by the City of Montgomery as franchising authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, that authorizes the construction and operation of the Communications Facilities in the streets, alleys, roads, public right-of-ways, and public places identified in said franchise at the location and in the manner approved in advance by the City.

(h) "Person" is any person, firm, partnership, trust, joint stock company, association, corporation, company, governmental entity, or organization of any kind.

(i) "Gross Revenues" shall be defined as all revenues received by Grantee from the operation of the Communication Facilities utilizing City poles in the rights-of-way, including but not limited to all rents, payments, fees, and other amounts actually collected from any third party and received by Grantee and allocable to the period within the term of this franchise pursuant to any sublease, sublicense, or other agreement for Communications Service provided with respect to the Communication Facilities but exclusive of:

(1) any payments, reimbursements, or pass-throughs from the third party to Grantee:

i. for utility charges, taxes, and other pass-through expenses or

ii. in connection with maintenance work performed or equipment installed by Grantee;

iii. site acquisition, construction management, or supervision fees related to the installation of the Communication Facilities; and

iv. contributions of capital by any third party to reimburse Grantee in whole or in part for the installation of the Communication Facilities.

Notwithstanding the foregoing, Gross Revenues shall not include taxes or fees paid to governmental entities, any revenues already included in the calculation of fees payable to the City pursuant to another franchise agreement, or charges paid by Grantee to other telecommunications carriers, local revenues derived from the transmission of telephonic data, and other electronic messages within the franchise area.

(j) “Point of Demarcation” means the point of where the Wireless Communication Equipment terminates and interconnects with Backhaul Equipment.

(k) “Transmission Media” means radios, antennas, transmitters, wires, fiber optic cables, and other wireless transmission devices that are part of the Wireless Communication Equipment.

(l) “Wireless Communication Service” means wireless, Wi-Fi, voice, data, messaging, or similar type of wireless service now or in the future offered to the general public using spectrum radio frequencies, whether or not licensed by the Federal Communication Commission (“FCC”) or any successor agency.

(m) “Wireless Communication Equipment” means the Transmission Media attached, mounted, or installed on a pole located in public rights-of-way, in addition to control boxes, cables, conduit, power sources, and other equipment, structures, plant, and appurtenances between the Transmission Media and the Point-of - Demarcation for the purpose of providing Wireless Communication Service.

Section 2. Consideration.

(a) The grant of the right, privilege, and franchise under this Ordinance has been determined to be in the best interests of the citizens of the City of Montgomery and shall be in accordance with the terms and conditions set forth herein. Grantee shall annually pay to the City of Montgomery a fee of five percent (5%) of Gross Revenues as defined in this Ordinance. Said franchise fee shall be paid annually to the Finance Director of the City of Montgomery and shall be due within sixty (60) days of the anniversary of the date this Agreement becomes effective and enacted by law.

(b) Grantee shall also file with the Finance Director a report detailing the calculation of the Gross Revenues generated from each of the Communication Facilities and the franchise fee for the fiscal year contemporaneously with the payment of the franchise fee. Said franchise payment and report shall be considered delinquent if not made within thirty (30) days of the due date as specified herein.

(c) In the event the franchise fee and calculation of Gross Revenues are not submitted to the Finance Director of the City of Montgomery for more than ninety (90) days, the City is authorized to terminate this franchise by following the termination provisions below.

Section 3. Franchise Term and Limitations.

(a) The right, privilege, and franchise is hereby granted to Grantee, its successors and assigns, for an initial term of twenty (20) years from the date of the final enactment and publication of this Ordinance, as provided by law and the acceptance by the Grantee as provided in Section 9, to lay, construct, install, maintain, lease, and/or operate its Communication Facilities, and all appurtenances and appendages thereto, for the purpose of providing Communication Service in, under, along, and/or across the City rights-of-way within the corporate limits of the City, together with the right to make, install, maintain, repair, and replace all such cable and usual equipment or apparatus as may be reasonably necessary or desirable in the operation of said Communication Facilities, provided the locations and manner or mode of installing or replacing any and all such cable, equipment or apparatus shall be approved in advance by the City as prescribed herein. The right to use and occupy said streets, alleys, public ways, places, and conduit for the purposes set forth shall not be exclusive. The City reserves the right to grant a similar use of

said streets, alleys, public ways, places, and conduit to any person at any time during the period of this franchise.

(b) The grant of this franchise is for the use by Grantee for the purpose of providing telecommunications and other services and facilities as may be authorized by appropriate federal or state regulatory agencies. The Grantee may surrender permits for particular Communication Facilities at any time, with or without cause, upon notice to the City and Grantee shall not be required to pay any fees following the effective date of removal of the Communication Facilities.

(c) The Grantee shall present to the City, on or before January 31st of each year, a statement setting forth an updated map of Communication Facilities (hereinafter called the "Annual Statement"). Said Annual Statement shall be subject to the approval of the Mayor or his designee.

(d) If at any time during the period of this franchise, the City shall lawfully elect to vacate, relocate, abandon, alter, reconstruct, or change the grade of any street, sidewalk, alley, or other public way (to include drainage and utility areas) upon reasonable notice by the City, the Grantee shall remove, relay, and relocate its pole, wires, cables, underground conduits, manholes, and other fixtures at its own expense. Should Grantee refuse or fail to remove its equipment or plant as provided in this Ordinance within ninety (90) days after written notification, the City of Montgomery shall have the right to do such work or cause such work to be done - free of any liability to Grantee - for damage done to its equipment and plant in the course of such work. The full cost thereof shall be chargeable to Grantee.

Section 4. Permits Required.

(a) Grantee shall first submit to the Department of Planning for the City, its overall plan for deployment. After submission of the overall plan for deployment, the Grantee shall submit site specific applications to the Department of Planning for site evaluation. Upon approval of the Department of Planning and prior to beginning any work in any public right-of-way or on any City owned property, the Grantee may then obtain from the City Public Works Department a street cut permit, as well any other permits or licenses which may be required by the City of Montgomery or the State of Alabama for the construction and operation of the Communication Facilities. A copy of any document submitted to the Department of Planning shall also be submitted to Public Works. Nothing in this franchise shall be deemed to prohibit or restrict the Grantee's overall plan for deployment being altered, amended, or changed, so long as the Department of Planning is provided notice of same alteration, amendment, or change.

(b) Any application submitted to the Department of Planning and the Department of Public Works shall include a map or plat of the proposed installation. The map or plat shall indicate the types of equipment and Communication Facilities to be constructed or installed. The map or plat shall also properly describe and identify as to the type of equipment and Communication Facility by appropriate symbols and marks and which shall include annotations of all public ways, streets, roads, and conduits where the work is to be undertaken. Maps shall be drawn in a scale which shall allow proper review and interpretation and will be filed no less than ten (10) working days before any installation of the Communication Facilities.

(c) Said construction shall be accomplished under the supervision and direction of the Mayor of the City of Montgomery

or his designee. Grantee shall not unnecessarily obstruct or impair traffic upon the streets, roads, and other public ways of the City of Montgomery. Upon making an opening in any public way, street, sidewalk, or road for the purpose of laying, constructing, repairing, and/or maintaining said Communication Facilities as authorized by this franchise, Grantee shall, without unnecessary delay, replace and restore same to its former condition as nearly as possible in full compliance with the provisions of the City's street cut policy and any other provisions of the City Code of the City of Montgomery. Grantee shall re-sod disturbed grassed areas and replace all excavated areas to its original or better condition in order to minimize the disruption of public property.

(d) Grantee shall provide safe passageway for pedestrians and vehicles through, in, and around the work site areas. Grantee shall meet all City and State requirements for traffic control and notify the City at least twenty-four (24) hours prior to the commencement of work except in cases of emergency in which case the City shall be notified as soon as practical. If requested by the City, work shall be performed at night so as not to impede regular business traffic.

(e) Grantee shall use directional boring in all areas where no conduit exists unless otherwise required or approved by the City.

Section 5. Safety Requirements.

(a) Grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.

(b) Grantee shall install and maintain its wires, cables, fixtures, and other equipment in accordance with the requirements of the Building Code/Technical Code; the applicable regulations of the City of Montgomery, including any zoning regulations where those zoning regulations are applicable; the statutes and regulations of appropriate Federal agencies, including but not limited to, the Federal Communications Commission and the Army Corps of Engineers, which may now be in effect or enacted in the future; and the Electrical Code of the City of Montgomery, as the same now exists or may be hereafter amended or replaced by a later and subsequent Electrical Code. The maintenance of such wires, cables, fixtures, and other equipment shall be maintained in such manner that the above-listed will not interfere with any installations of the City or of a public utility serving the City.

(c) All structures and all conduits, cables, lines, equipment, and connections in, over, under, and upon the streets, sidewalks, alleys, and public ways or places of the City, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good order and repair.

Section 6. Liability and Indemnification.

(a) By acceptance of this franchise and right, Grantee agrees that it shall indemnify, protect, defend, and hold harmless the City of Montgomery and its officers, officials, agents, and employees from any and all claims whatsoever, from liabilities, losses, costs, judgments, penalties, damages, and expenses, including reasonable attorneys' fees, arising out of the installation, operation, and maintenance by Grantee of Grantee's Communication Facilities, or the failure to perform any of the obligations of this franchise and right, including but not limited to, claims for injury or death to any person or persons or damages to any property, as may be incurred by or asserted against the City, its officers, officials, agents, or employees, directly or indirectly, by reason of the installation, operation, or

maintenance by Grantee of Grantee's Communication Facilities within the City of Montgomery or the presence of Grantee and its Communication Facilities within the City of Montgomery, except to the extent arising from the negligence or willful misconduct of the City.

(b) Grantee shall pay, and by the acceptance of this franchise, Grantee specifically agrees that it will pay all damages and penalties which the City may legally be required to pay as a result of granting this franchise except to the extent arising from the negligence or willful misconduct of the City. These damages or penalties shall include, but are not be limited to, damages arising out of copyright infringements and all other damages arising out of the installation, operation, or maintenance of the Communication Facilities authorized herein whether or not any act or omission complained of is authorized, allowed, or prohibited by this franchise.

(c) The City shall not be responsible in any manner for any damage to the Communications Facilities of Grantee which may be caused by the City's employees or other person regardless of the cause for damage. The foregoing, however, shall not apply to damages caused by or arising from the negligence or willful misconduct of the City or the City's employees.

(d) Notwithstanding the foregoing or anything to the contrary contained within this franchise, neither the City nor Grantee will be liable for consequential, indirect, and/or punitive damages. These consequential, indirect, and/or punitive damages may include, but are not limited to, lost revenues, loss of equipment, interruption, loss of service, or loss of data for any cause of action, whether in contract, tort, or otherwise, even if the Grantee was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

(e) Grantee shall maintain, and by its acceptance of this franchise specifically agrees it will provide throughout the term of this franchise worker's compensation insurance and liability insurance, by self-insurance or by a commercial policy, with regard to all damages mentioned above in subsection (a) and (b) in the minimum amounts of:

(1) General Liability Insurance - public liability including premises, products and complete:

(i) bodily injury liability:

\$500,000.00 each person;

ii) \$1,000,000.00 for each occurrence;

(iii) property damage liability-

\$1,000,000.00 for each occurrence; OR

(iv) in lieu of (i) and (ii) above,

bodily injury and property damage

combined- \$1,000,000.00 single limit.

(2) Comprehensive - Automobile liability insurance including owned, non-owned, and hired vehicles:

(i) for bodily injury liability:

\$500,000.00 each person and

\$1,000,000.00 for each occurrence;

(ii) property damage liability-

\$1,000,000.00 for each occurrence; OR

(iii) in lieu of (1) and (2) above, bodily

**injury and property damage combined
\$1,000,000.00 single limit.**

(e) Grantee agrees with respect to the above required insurance, all insurance contracts will contain the following required provisions: the City and its Mayor, officers, officials, agents, employees, council members, and elected representatives shall be named as additional insureds as to all applicable coverage; insurance policies required herein shall provide for thirty (30) days' notice to the City prior to cancellation, revocation, or non-renewal; and notice required by this Section shall be delivered to the City Clerk by mail.

(f) The amount and conditions of comprehensive and liability insurance may be increased upon sixty (60) days written notice by the City should the protection afforded by this insurance be deemed by the City Attorney to be insufficient for the risk created by this franchise. At no time, however, will the amount of required liability and comprehensive insurance exceed that which is customarily required of other franchisees or contractors of services for similar situations of risk in the State of Alabama. Grantee shall furnish a certificate in accordance with paragraph (g) below as proof of insurance.

(g) The insurance certificate obtained by Grantee in compliance with this Section must be approved by the City and shall contain a provision requiring not less than thirty (30) days' notice to the City prior to cancellation. A copy of the approved insurance certificate shall be filed with the acceptance of the franchise and thereafter maintained in full force with the Office of the City Clerk during the term of this franchise.

Section 7. City's Rights in Franchise.

(a) Grantee shall construct, maintain, and operate said Communications Facilities in such locations as may be required by the City of Montgomery, and will at all times comply with all federal, state, and local laws as well as comply with reasonable requirements, regulations, laws, and ordinances now in force or which may hereafter be adopted by said City, state, or federal governments that are applicable to the construction, repair, or maintenance of said Communications Facilities or permitted use. Failure of Grantee to comply with any of the material terms of this franchise or failure to pay the franchise fees prescribed by this Agreement shall be cause for the City to terminate this franchise.

(b) The City also reserves the right to terminate and cancel this franchise and all rights and privileges of Grantee hereunder in the event that Grantee violates any rule, order, or ordinance of the Mayor or City Council made pursuant to this franchise (except where such violation is without fault or through excusable neglect); should Grantee become insolvent, unable, or unwilling to pay its legal debts, or is adjudged a bankrupt; or attempts to evade any of the provisions of this franchise or practices any fraud or deceit upon the City; or fails to begin construction of its system within eighteen (18) months from the date this Ordinance is adopted. At the expiration of the term for which this franchise is granted, or upon its termination and cancellation, the City shall have the right to require Grantee to remove, at its own expense, all portions of the Communications Facilities from the franchised areas.

(c) The City's right to terminate this franchise may be exercised only after written notice of material default and a ninety (90) day period for Grantee to cure such default. The right is hereby reserved to the City to adopt, in addition to the provisions contained herein and in existing applicable ordinances, such additional

regulations of general application to all similarly situated franchisees as it shall find necessary in the exercise of its police power. The foregoing provided, however, such regulations by ordinance or otherwise shall be reasonable and not in conflict with the rights herein granted.

Section 8. Use of Rights-of-Way.

(a) The City hereby grants to Grantee the right, privilege, and franchise to use and occupy rights-of-way throughout the territorial boundaries of the City, as may be adjusted from time-to-time due to annexations, deannexations, or vacations for the permitted uses contemplated herein subject to the terms and limitations set forth herein.

(b) The City also grants to Grantee the right to use City poles for the purpose of attaching its Communication Facilities based on the then-current inventory of City poles. Public rights-of-way may be used by Grantee, seven (7) days a week, twenty-four (24) hours a day, only for the installation, construction, use, maintenance, operation, repair, modification, replacement, and upgrade of the Communication Facilities by Grantee from time to time for Wireless Communication Service and/or Backhaul Service or to comply with applicable law and not for any other purpose whatsoever. These provisions shall include new types of Wireless Communication Equipment or Backhaul Equipment that may evolve or be adopted using wireless technologies.

(c) Grantee shall, at its expense, comply with all applicable federal law, state law, and local ordinances rules, regulations, and rights-of-way regulations in connection with the use of public rights-of-way.

(d) Wireless Communication Equipment and Wireless Backhaul Equipment may be installed only on Grantor's poles under the terms hereof, on poles under the terms of a separate agreement with the owner of such poles, or on Grantee's poles and surrounding space until the Point-of-Demarcation, and Landline Backhaul Equipment may be installed only at the locations authorized by the City. If equipment is to be installed on a Grantee pole, such pole shall be deemed part of the Communication Facility.

Section 9. Acceptance.

(a) This franchise and the rights, privileges and authority hereby granted, shall take effect and be in force thereafter following the acceptance by Grantee, the publication of this agreement, and the final enactment thereof, as provided by law, provided that within thirty (30) days after the date of passage of this Ordinance, Grantee shall file with the City Clerk its unconditional acceptance of this franchise and promise to comply with and abide by all its provisions, terms and conditions.

(b) Such acceptance and promise shall be in writing, duly executed and sworn to, by or on behalf of Grantee before a Notary Public or other officer and accompanied by an insurance certificate as specified in Section 6 unless these documents or evidence thereof have been previously filed with the Office of the City Clerk.

Section 10. Transfer of Title.

(a) Grantee shall not assign this franchise to another person or another entity without prior approval of the City by Ordinance, provided, however, that Grantee may assign this franchise without City approval to an affiliate, principal, or subsidiary of its principal

or to any entity which acquires all or substantially all of Grantee's assets in the market defined by the FCC in which the right-of-way is located by reason of a merger, acquisition, or other business reorganization provided that such acquiring entity is bound by all of the terms and conditions herein. No change of stock ownership, partnership interest, or control of Grantee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder. Notice of the transfer shall be given by Grantee to the City at least sixty (60) days prior to the transfer.

(b) The foregoing provision, (a), shall not be construed as requiring City approval of secured financing arrangements.

Section 11. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 12. Change of Law.

If any federal, state, or local laws or regulations, including but not limited to those issued by the FCC or its successor agency, and any binding judicial interpretations thereof (referred to collectively as "laws") that govern any aspect of the rights or obligations of the parties under this Franchise shall change after adoption and such change makes any aspect of rights or obligations included in this Franchise inconsistent with the laws in effect at the time of the passing of this Franchise, then the parties agree to promptly amend this Franchise as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

Section 13. Notice.

(a) For the purpose of giving notice as provided for in this

Ordinance, Grantee's address is declared to be:

**Mobilitie, LLC
Attn: Legal Department
2220 University Drive
Newport Beach, California 92660
Telephone: (877) 999-7070**

For the purpose of giving notice as provided for in this Ordinance,

Grantor City's address is declared to be:

**Office of the City Clerk of the City of Montgomery,
Alabama
Post Office Box 1111
Montgomery, Alabama 36101-1111
Telephone: (334) 625-2096**

**cc: Kimberly Fehl City Attorney
PO Box 1111
Montgomery, Alabama 36101-1111
(334) 625-2050
kfehl@montgomeryal.gov**

b) Unless the City is notified to the contrary in writing, the placing of notices in the United States Mail addressed to Grantee as set forth above shall constitute compliance with the provisions of this Section.

Section 14. Adoption.

By the adoption of this ordinance, the City Council of the City of Montgomery hereby expressly authorizes the Mayor of the City of Montgomery to proceed with the implementation of this franchise and to enforce the provisions contained herein.

Councillor Lee made a motion to suspend the rules in order that the foregoing ordinance could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Lee made a motion to adopt the foregoing ordinance, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed ordinance:

ORDINANCE NO. 37-2017

**PROVIDING FOR A SALES TAX HOLIDAY ON CERTAIN ITEMS
DURING THE THIRD WEEKEND OF JULY**

WHEREAS, the State of Alabama has passed into law Act No. 2017-120, hereinafter referred to as "the Act," amending the state sales tax holiday from the first weekend in August to the third weekend in July; and

WHEREAS, the City Council for the City of Montgomery wishes to enact an annual sales tax holiday within the City of Montgomery that coincides with and parallels the terms and limitations of ALA Code Sections 40-23-211 and 40-23-213, as amended by Act No. 2017-120 of the Alabama Legislature, and to repeal the existing sales tax holiday.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Ordinance No. 26-2007 is hereby repealed; and

BE IT FURTHER ORDAINED as follows:

SECTION 1. Under the authority granted in ALA Code Sections 40-23-211 and 40-23-213, as amended by Act No. 2017-120 of the Alabama Legislature, there shall be a recurring Sales Tax Holiday during the period from 12:01 a.m. on the third Friday in July of each year and ending at twelve midnight, on the following Sunday, under the same terms, conditions, and definitions as provided for the state sales tax holiday, during which the payment of the 3 and ½ cents sales tax collected by the City of Montgomery will be exempted on the sale of those certain covered items, as the that term as defined in ALA Code Section 40-23-210.

SECTION 2. If a vendor charges tax in error during this period, the vendor should refund the tax to its customers. The customer should take their receipt to the merchant and ask for a refund. If the vendor fails to refund the tax, the vendor must remit the tax to

the City. All tax collected becomes city funds at the moment of collection. If tax is collected by vendor in error, the vendor must remit the tax to the City when filing and paying their tax for the month of August.

SECTION 3. This Ordinance shall become effective upon passage, approval and publication or as otherwise provided by law.

Councillor Lee made a motion to suspend the rules in order that the foregoing ordinance could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Lee made a motion to adopt the foregoing ordinance, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed ordinance:

ORDINANCE NO. 38-2017

**ORDINANCE CONSENTING TO DISPOSAL OF CERTAIN REAL PROPERTY BY
THE WATER WORKS AND SANITARY SEWER BOARD OF
THE CITY OF MONTGOMERY**

WHEREAS, The Water Works and Sanitary Sewer Board of the City of Montgomery (the “Board”) is the owner of that certain parcel of real property located in the Interstate Industrial Park, Hope Hull, Alabama (the “Property”); and

WHEREAS, Board desires to sell a portion of the Property to Seoyon E-Hwa Interior Systems Alabama LLC, an Alabama limited liability company; and

WHEREAS, the Council desires to consent to the Board’s disposal of the Property in the manner it sees fit:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that The Council of the City of Montgomery consents to the sale, lease, or other disposal of any and all real property owned by The Water Works and Sanitary Sewer Board of the City of Montgomery in the City of Montgomery pursuant to and in consideration of the terms and conditions approved by the Board of Directors of The Water Works and Sanitary Sewer Board of the City of Montgomery for such transaction(s).

Mr. Richard Hanan was present representing this item.

Councillor Larkin made a motion to suspend the rules in order that the foregoing ordinance could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Larkin made a motion to adopt the foregoing ordinance, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed ordinance:

ORDINANCE NO. 39-2017

AN ORDINANCE AUTHORIZING PURCHASE/SALE AGREEMENT AND SALE OF REAL ESTATE FOR ECONOMIC DEVELOPMENT AT 414 CAROLINE STREET WITH EQUAL JUSTICE INITIATIVE

WHEREAS, the City of Montgomery, Alabama (“City”) owns certain real property located at 414 Caroline Street, as more particularly identified in Exhibit “A” attached hereto (“Property”); and

WHEREAS, the Property is surplus property no longer needed for public or municipal purposes, and it is in the public’s best interest that any right, title and interest the City may have in and to the said Property be transferred and conveyed to Equal Justice Initiative, or its assigns, for the redevelopment of the Property in the City’s Five Points Area; and

WHEREAS, the City issued a Request for Proposals for the Property with the specific goal of seeing the property sold and expeditiously developed in order to foster the on-going revitalization of the Five Points area and to augment on-going community efforts; and

WHEREAS, Equal Justice Initiative seeks acquisition of the Property for purposes of developing commercial space and MASS Design Group, the award-winning architectural design firm located in Boston, Massachusetts, is expected to lead the project design; this project will complement the Memorial to Peace and Justice that Equal Justice Initiative is currently working to develop at 417 Caroline Street and, ideally, will create a tour loop for visitors, tourists and Montgomery residents who are interested in history or civil rights; and

WHEREAS, the City of Montgomery and Equal Justice Initiative have negotiated a Purchase/Sale Agreement, attached as Exhibit “B”, subject to approval by the City Council, wherein the City agrees to sell to Equal Justice Initiative the Property identified in Exhibit “A”, for a total Purchase Price of \$100,000, consisting of base earnest money deposited in the amount of \$5,000, with the balance in cash at closing; and

WHEREAS, said sale and conveyance are conditioned upon the finalization pre-closing of a Development Agreement for the Property, as well as its implementation post-closing, the expected terms for which are attached as an exhibit to the Purchase/Sale Agreement, which is Exhibit “B”, which may also be assigned, including pre-closing, to an affiliated corporation or limited liability company, or to non-affiliates with written pre-authorization.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Montgomery as follows:

- (1) The Council has determined that the sale of the Property is for valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities, and is for the purpose of promoting the economic development of the City of Montgomery; and

(2) The City hereby grants to the Mayor the authority to negotiate, enter into and execute the Purchase/Sale Agreement attached in substantially final form as Exhibit “B” and any and all related other documents and instruments; and

(3) The City hereby approves said Purchase/Sale and Todd Strange, as Mayor, is hereby authorized to sign and execute said Purchase/Sale Agreement; and to enter into said development agreement, attached as exhibit to said Purchase/Sale Agreement, if they are necessary to close with Equal Justice Initiative; and to execute Statutory Warranty Deeds and/or any and all related other documents and instruments. The Property is to be conveyed subject to the following:

1. Any lien or charge for general or special taxes or assessment not yet delinquent.
2. By its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants (i) that Grantee accepts the Property “AS IS” and “WITH ALL FAULTS,” and (ii) that Grantee releases and waives any claim against Grantor relating to the nature and condition of the Property, including, without limitation, the environmental condition thereof.
3. Any easements, covenants, conditions or restrictions running with the title; and

And to execute any and all other documents and instruments pertaining thereto.

EXHIBIT A

Property:

414 Caroline Street
Parcel number 11 06 13 1 004 028.000



STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)

Exhibit B

PURCHASE/SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and between CITY OF MONTGOMERY, an Alabama Municipal Corporation (hereinafter referred to as "Seller"), and Equal Justice Initiative, a private, non-profit organization (hereinafter referred to as "Buyer");

1. PURCHASE AND SALE.

1.1 Subject to the conditions set forth in section 1.2, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, under and subject to the terms, conditions and provisions hereof, that certain real property located in the City and County of Montgomery, State of Alabama, described as follows:

See Exhibit "A" attached hereto

1.2 This Agreement to purchase and sell is subject to the approval and authorization by the City Council of the City of Montgomery.

2. PURCHASE PRICE.

2.1 The total purchase price of the Property (the "Purchase Price") shall be \$100,000 (One Hundred Thousand and Zero Dollars). The Purchase Price shall be payable by Buyer as follows:

(a) The sum of Five Thousand and No/100 Dollars (\$5,000), as Earnest Money (the "Earnest Money"), to be deposited by Buyer with Ball, Ball, Matthews & Novak, P.A., c/o B. Saxon Main, as escrow agent (the "Escrow Agent"), within three (3) business days after Buyer's receipt of a fully executed copy of this Agreement.

(b) The balance of the Purchase Price, after deductions for credits and prorations as herein provided, shall be paid in full by Buyer at the Closing by cashier's or certified check or wire transfer. The Earnest Money shall be paid to Seller at closing and credited against the Purchase Price.

(c) Seller and Buyer hereby authorize the Escrow Agent to hold the Earnest Money in trust pending the fulfillment of this Agreement. The Escrow Agent is not a party to this Agreement and does not make any warranty or representation to the Buyer regarding the subject matter of this Agreement and does not warrant or guarantee performance of any covenant, agreement, representation or warranty to the Buyer. Any check or other form of payment representing the Earnest Money will be deposited into an escrow account and shall be held without interest or other charges to or for the benefit of any party. In the event either Buyer or Seller claims the Earnest Money, the Escrow Agent has the right to request from the other party a written release of liability which authorizes the release of the Earnest Money. Further, without the written authorization of the other party, the Escrow Agent, shall, at its option, either retain the Earnest Money until there is a written agreement among the parties or interplead the disputed portion of the Earnest Money into court. The Escrow Agent shall be entitled to deduct from the Earnest Money any court costs and a reasonable attorney's fee relating to the interpleader.

2.2 The Purchase Price has been determined and calculated to stimulate to economic development and revitalization. As part of the consideration of the sale at such reduced purchase price, Buyer covenants and agrees to and shall, commence the construction/development on and to the Property, in accordance with the Development Agreement. Buyer shall complete the Project within eighteen (18) months of the closing. In the event of a failure to fulfill this covenant or any term of the Development Agreement, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the Property to the Seller, shall be available to the Seller. In the event Seller elects for the Property to revert to it, upon thirty (30) days written notice to Buyer, title to the Property together with any improvements shall automatically revert to the Seller and Buyer shall execute and deliver a statutory warranty deed re-conveying property to Seller. Upon reversion, Seller shall return and pay over to Buyer the Purchase Price less \$10,000.00, whereupon Buyer and Seller shall have no other recourse against the other. No failure on the part of the Seller to enforce any covenant herein, nor the waiver of any right hereunder by the Seller, shall discharge or invalidate such covenant or any other covenant, condition or restriction hereof, or affect the right of Seller to enforce the same in event of subsequent breach. THE PROVISIONS OF THIS PARAGRAPH 2.2 SHALL SURVIVE THE CLOSING.

3. INSPECTION PERIOD and RIGHT OF ENTRY:

3.1 Buyer shall have a period of sixty (60) days after the date Buyer receives a fully-executed copy of this Agreement ("Inspection Period") to satisfy itself as to any or all matters or conditions pertaining to the property and the intended use and development thereof. Additionally, Buyer and Seller agree that during the Inspection Period, both will negotiate a Development Agreement diligently, in good faith, and with due speed ("Development Agreement"). The agreed-upon Development Agreement shall be incorporated herein as Exhibit "B" and will include a description of the scope - with minimum expectations described in the Exhibit "B" - and the expected schedule for development. Buyer shall have the right to inspect the Property, to conduct a land use, engineering and environmental studies and reviews with respect to the Property, to conduct a market analysis of the Property and the intended use thereof, to confirm and seek, as necessary, zoning, zoning variance(s) and other governmental land use approvals, permits and licenses with respect to the Property and the intended use thereof. Notwithstanding anything contained in this Agreement to the contrary, in the event Buyer determines, in its sole and absolute discretion, that the Property is not satisfactory for any reason, Buyer shall have the right to terminate this Agreement at any time, without explanation for its reason of termination, on or before the expiration of the inspection period by delivering to Seller Buyer's notice in writing ("Termination Notice"), and in such event, the Earnest Money shall be refunded to Buyer and all rights and obligations hereunder shall cease and terminate. In the event this Agreement is not terminated by Buyer within the Inspection Period, it shall be deemed accepted and the parties hereto shall proceed to close this sale as set forth herein.

3.2 Buyer will be furnished access to the Property for the purpose of assessing its condition and allowing Buyer to make Buyer's own determination as to whether or not Buyer wishes to purchase the Property. Accordingly, by consummating this sale, the Buyer shall be conclusively deemed to have accepted the Property and any and all buildings and improvements thereon in its then "AS IS" "WHERE IS" and "WITH ALL FAULTS" condition, both as to property defects seen and unseen and conditions natural or artificial, without any warranties, express or implied (with the exception of any warranty of title provided for under the deed) and the Buyer hereby releases and discharges the Seller and its agents, servants and employees from any and all liability or claims of liability arising from or as the result of any condition existing on, in, above or under the Property or any buildings or improvements thereon, including, without limitation, the environmental condition thereof.

3.3 Upon execution of this Agreement, Buyer, its agents, employees and all other persons authorized by it, or any of them, are permitted to enter upon the Property and to obtain and perform such tests, studies and maps as Buyer may deem necessary or advisable including, but not limited to, percolation, soil, hazardous waste, environmental, engineering, and geological tests and studies. Prior to closing, Buyer may obtain a current survey of the Property prepared by a surveyor acceptable to Buyer, and Buyer, and its respective agents, employees and contractors, shall have the right to enter upon the Property for such purpose. Any drilling and coring holes shall be filled upon completion of testing. All investigation -derived waste, including without limitation drilling waste, ground water and cuttings, shall be promptly handled, characterized and disposed of properly and in accordance with all local, State and Federal requirements.

3.4 Seller shall provide copies to Buyer, within three (3) days after the Effective Date, to the extent in Seller's possession, readily available, and not already delivered to Buyer, the environmental and soils reports prepared for Seller.

4. **GOVERNMENTAL APPROVALS.** Except as otherwise provided below in this Paragraph 4, Buyer is hereby authorized to seek and obtain any and all permits, licenses, site and development plan approvals, permits and authorizations, zoning variance approvals, curb-cut approvals, and any and all other approvals or consents as Buyer may deem necessary in connection with its proposed acquisition, development and use of the Property and Seller agrees to cooperate with Buyer in such endeavor. If any such applications, approvals or permits are required to be sought in Seller's name, Seller shall upon Buyer's request seek same without cost to Seller. As part of the consideration for Buyer's payment of the Purchase Price, Seller shall assign, transfer and convey to Buyer at Closing all permits, approvals, licenses, site and development plans affecting the Property issued in Seller's name which Buyer requests Seller to assign to Buyer and shall deliver such originals in Seller's possession to Buyer at Closing, provided such permits, licenses, approvals, and plans are assignable. **BUYER SHALL NOT REZONE, OR ATTEMPT TO REZONE, THE PROPERTY, OR ANY PORTION THEREOF, PRIOR TO CLOSING THIS SALE WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.**

5. **BUYER'S INDEMNIFICATION.** Buyer hereby agrees to and shall indemnify and hold harmless Seller and from any and all damages, claims, costs and expenses (including, but not limited to, reasonable attorney's fees) arising from any injury or death to persons or damage or destruction to property arising from the acts or omissions of Buyer, its agents, employees or independent contractors, their respective agents or employees, on or near the Property. **THIS PROVISION SHALL SURVIVE THE CLOSING.**

6. **SURVEY.** Buyer, at its expense, may procure a current boundary survey of the Property (the "Survey") prepared by a Surveyor acceptable to Buyer (the "Surveyor").

7. **TITLE.** Upon execution of this Agreement, Seller shall, at its expense, provide Buyer with any existing title insurance policies and existing surveys which are in Seller's possession or readily available to it and an updated abstract of title (the "Abstract") pertaining to the Property. During the Inspection Period, Buyer may, at its expense, obtain a commitment (the "Title Commitment") from a title insurance company designated by Buyer (the "Title Company"), acting through its local agent for the issuance of an owner's marketable fee simple title insurance policy (the "Title Policy") on the Property in the amount of the Purchase Price. Seller shall, at its expense, deliver a Statutory Warranty Deed for the Property (the "Deed") to Buyer's attorney in the generally accepted form. Buyer shall have until the expiration of the Inspection

Period to review the Title Commitment (if any), the Abstract, the Survey and the Deed to notify Seller of such written objections as Buyer may have to matters set forth therein which affect the feasibility of Buyer's contemplated purchase of the Property. Any matters reflected in the Deed, Survey, the Abstract or the Title Commitment to which Buyer does not timely object (the "Permitted Exceptions") shall be deemed acceptable to Buyer. The premiums for the Title Policy shall be paid at the Closing by Buyer. In the event any such objections are made by Buyer, Seller shall have a period of 30 (thirty) days (or longer if extended in writing by Buyer) from the receipt of the same in order to cure such objections. Failure to cure the objections to Buyer's satisfaction shall give Buyer the right to:

(a) waive the title objections and close the sale, in which event the said waived matters shall constitute Permitted Exceptions; or

(b) terminate this Agreement and obtain a refund of the Earnest Money, or to waive its objection, in which event all rights and obligations between the parties shall be null and void.

Except as otherwise expressly provided herein, Seller shall not cause or permit any restriction, easement, covenant or other interest in the Property to be imposed upon the Property while this Agreement is in force. Seller shall promptly notify Buyer of any such interests being imposed upon the Property upon Seller's obtaining knowledge thereof, whether or not such interest has been caused or permitted by Seller ("Intervening Title Matter"). In the event an Intervening Title Matter arises which is not reflected in the Survey, the Title Commitment or the Abstract, Buyer shall have the right, upon learning of the same, to terminate this Agreement and obtain a refund of the Earnest Money; or may waive the intervening title objections and close the sale, in which event the said waived intervening title matters, shall constitute permitted exceptions.

Municipal zoning ordinances now or hereafter becoming applicable shall also constitute a Permitted Exception.

8. **CLOSING.** Subject to the satisfaction of all the conditions hereof or the waiver in writing thereof by Buyer, the date of Closing shall be on or before thirty (30) days after the end of the Inspection Period, unless such date is a Saturday, Sunday or legal holiday, in which event the date shall be extended to the next business day. The sale shall be closed in Montgomery, Alabama, at the office of Seller's attorney. At Closing, Seller shall deliver to Buyer a Statutory Warranty Deed conveying a good and marketable, indefeasible fee simple title in and to the Property subject to (i) covenants, restrictions, reservations, easements and rights-of-way, if any, heretofore imposed of record affecting title to said Property not objected to, (ii) any municipal zoning ordinances now, or hereafter becoming applicable, (iii) matters of survey not objected to, and, (iv) taxes and assessments becoming due against the Property not yet due and payable. The description used in the deed shall be as historically described in the conveyance(s) to the Seller and shall include the legal description of the Property as specified in the Survey. Seller shall pay at Closing, by deduction from the Purchase Price, any outstanding mortgage, lien or deed of trust, any and all expenses herein provided to be paid by Seller and the cost of preparing the Deed. Buyer shall pay any and all other closing costs associated with its financing and purchase of the property, including its closing attorney fee, transfer taxes and costs of recording the Statutory Warranty Deed. Ad valorem taxes (if any), rents (if any), and utilities (if any), shall be prorated as of Closing. Any assessments due as of closing and levied against the Property shall be paid in full by Seller at Closing. At Closing, Buyer shall pay the balance of the Purchase Price, subject to adjustments and credits as herein provided, including the Earnest Money. Each party shall bear its own attorney's fees. Seller shall also execute and deliver at Closing such affidavits of title, lien and possession as may be required by Buyer, a FIRPTA Affidavit, and appropriate 1099 forms. Except for the

right of entry granted herein, possession shall be given to Buyer on the date of Closing, free and clear of all tenancies and parties in possession.

9. **DEFAULT: REMEDIES.** If Seller has complied with all of its obligations herein contained and all of Seller's representations and warranties are true and correct, and all of the conditions herein have been met to Buyer's satisfaction or waived in writing by Buyer, but Buyer fails to proceed with the purchase of said Property, then Seller shall have either of the following remedies: (i) the right to declare this Agreement cancelled and the entire Earnest Money awarded and paid to Seller as liquidated damages, the parties recognizing and agreeing that the actual damages will be unascertainable and speculative; or, (ii) enforce specific performance of this Agreement. If Seller defaults, violates, or breaches any of its warranties, covenants, obligations and representations and warranties herein provided, then, in such event, Buyer may declare this Agreement canceled and of no further force and effect and promptly receive a return of the entire Earnest Money. In no event shall Buyer be entitled to sue Seller for damages. If Seller or Buyer fails to comply with all of the terms, covenants and conditions of this Agreement, the prevailing party in any lawsuit will be entitled to all expenses, including a reasonable attorney's fee, incurred as a result of such failure.

10. **ENVIRONMENTAL CONCERNS.** Notwithstanding anything contained in this Agreement to the contrary, in the event that, as a result of Buyer's investigation, "hazardous substance(s)", "hazardous waste(s)" or "hazardous material(s)", as defined under applicable federal or state law, or both, are found on the Property, then Buyer shall have the right, within the Inspection Period, to terminate this Agreement and to receive a return of the Earnest Money; it being a condition precedent to Buyer's obligation to purchase the Property that the results of Buyer's environmental studies, reveal that the Property is free from any and all "hazardous substance(s)", "hazardous waste(s)", or "hazardous material(s)", as defined under applicable federal or state law, or both, provided such environmental studies are performed during the Inspection Period. Buyer, its agents and representatives, are hereby authorized to perform any and all studies, tests and inquiries as it may deem appropriate or necessary in furtherance of the foregoing, including entering upon the Property, as provided in Paragraph 5 herein, and performing tests and studies thereon. Seller agrees that Buyer may make inquiry of pertinent governmental and administrative bodies and agencies concerning environmental violations or citations regarding the Property. Seller has informed Buyer that the Property is in the vicinity of the Capital City Plume, which may or may not impair the Property, a matter to be determined by the Buyer. Seller hereby represents, to its actual knowledge, that otherwise the Property contains no hazardous substances, wastes, or materials which representations Buyer is entitled to and does rely on. **THIS REPRESENTATION SHALL SURVIVE THE CLOSING.** In the event Seller is notified by EPA, ADEM, or other similar agency with regard to the Property, Seller agrees to immediately notify Buyer regarding such notice.

If Buyer receives notice of any violation of any Environmental Law related to the Property, Buyer will give Seller written notice of the same and all information it receives with respect thereto within 10 (ten) days after Buyer receives notice of same.

IN NO EVENT SHALL SELLER BE LIABLE OR REQUIRED TO REMEDY ANY ENVIRONMENTAL CONDITION OR COMPLY WITH ANY ENVIRONMENTAL LAW REGARDING THE PROPERTY EITHER BEFORE OR AFTER THE CLOSING OF THIS SALE. BY CLOSING THIS SALE, THE BUYER SHALL BE CONCLUSIVELY DEEMED TO HAVE ACCEPTED THE PROPERTY AND ANY IMPROVEMENTS THEREON IN ITS THEN "AS IS" AND "WITH ALL FAULTS" CONDITION, AND THE BUYER HEREBY RELEASES AND DISCHARGES SELLER AND ALL OF SELLER'S RESPECTIVE SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS OF LIABILITY, SUITS, ACTIONS, JUDGMENTS, DAMAGES, LOSSES, RIGHTS OR CLAIMS OF CONTRIBUTION, AND OTHER RIGHTS, REMEDIES AND CLAIMS OF ANY AND EVERY KIND OR NATURE WHATSOEVER NOW OR HEREAFTER ARISING FROM OR IN ANY

WAY CONNECTED WITH OR RELATED TO THE PROPERTY OR ANY EXISTING OR FUTURE ENVIRONMENTAL LAW APPLICABLE TO THE PROPERTY OR ANY HAZARDOUS MATERIAL LOCATED ON, IN, UNDER OR IN THE VICINITY OF OR RELEASED OR DISCHARGED FROM THE PROPERTY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING.

13. Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as, or concerning, and Buyer hereby waives and releases any claim or cause of action, past, present or future as to or concerning, the nature or condition of the Property including, but not limited to (i) the water, soil, environmental and geological condition, and the suitability thereof and any improvements now or hereafter to be located thereon for any and all activities and uses, (ii) except for any title warranty under the deed to be delivered by Seller to Buyer at the closing, the nature, quality, extent or assignability of Seller's title or any right-of-way, easement, lease, possessory right, restriction, license, reservation, condition or other matter affecting title to or rights or interest in the Property, (iii) the Property's compliance with any statute, code, ordinance, regulation or other law, (iv) the accuracy or completeness of any information or documentation provided or to be provided to Buyer, and (v) any other matter relating to the Property or Seller. Seller has not made and does not make any warranty or representation concerning the physical condition, operation, compliance with law or any other matter affecting or related to the Property, except as may otherwise be specifically stated in this Agreement. Buyer expressly acknowledges that no such other representation has been made. It is expressly understood and agreed that with respect to the physical nature or condition of the Property, the Property is to be sold "AS IS" and "WITH ALL FAULTS," without any representation or warranty by Seller. Buyer expressly represents to Seller that Buyer is entering into this Agreement without relying upon any such representation or warranty by Seller, its employees, agents or contractors, or by any other person or entity with respect to the condition of or any other matter relating to the Property. THE PROVISIONS OF THIS SECTION SHALL NOT MERGE IN, AND SHALL SURVIVE, THE CONVEYANCE OF THE PROPERTY TO BUYER.

14. **NOTICES.** Any notice permitted or required to be given hereunder shall be made in writing and sent to receiving party at the address set forth below by Certified Mail, return receipt requested, or a nationally recognized overnight delivery service and shall be deemed given by either party to the other as of the date of first attempted delivery by the U.S. Postal Service or overnight delivery service, as appropriate, whether or not the receiving party receives the same. The addresses of the parties are as follows:

Seller:
City of Montgomery
c/o P.L. McLeod
P.O. Box 1111
Montgomery, AL 36101-1111
O: (334) 625-2737
Email: mmcleod@montgomeryal.gov

Buyer:
Equal Justice Initiative
c/o Bryan Stevenson
122 Commerce Street
Montgomery, AL 36104
O: 334-269-1803
Email: Email:bstevenson@eji.org

With Copy To (Which Does Not Constitute Notice):

Kim Fehl, Esq.
City Attorney
City of Montgomery
103 N. Perry Street
Montgomery, Alabama 36104
O: (334) 625-2050
F: (334) 625-2310
Email: KFehl@montgomeryal.gov

B. Saxon Main, Esq.
Ball, Ball, Matthews & Novak, P.A.
445 Dexter Avenue, Suite 9045
Mailing address: P.O. Box 2148
Montgomery, Alabama 36104 (36102-2148)
O: (334) 387-7680
F: (334) 387-3222
Email: SMain@ball-ball.com

The listing of telephone and facsimile numbers is for the convenience of the parties but notice by such methods is not effective.

15. MISCELLANEOUS.

(a) Seller warrants and represents to Buyer the following, all of which are true as of the date hereof (unless otherwise specified) and shall also be true as of the date of Closing:

(i) That Seller owns fee simple marketable title to the Property and, due to the approval of the Montgomery City Council, has the power and authority to enter into this Agreement, and the entering into of this Agreement and the performance of Seller's obligations hereunder shall not violate the terms or conditions of any applicable law, rule or regulation pertaining to Seller or the Property.

(ii) That unless excepted herein, Seller has not received notification from any lawful authority regarding any assessments, condemnations, environmental notices, pending public improvements, repairs, replacement, or alterations of the Property that have not been satisfactorily made, or made known to Buyer.

(iii) Seller can deliver possession of the Property to Buyer free and clear from the claims of leasehold interests or other rights of occupancy.

(iv) So long as this Agreement is in force, Seller shall not, without Buyer's consent, execute any easements or restrictions or otherwise take or permit any action which would, in Buyer's determination, constitute an exception to title.

Should any material representation by Seller herein prove false at any time prior to or at Closing, Buyer shall be entitled to terminate this Agreement and obtain a refund of the Earnest Money, in which event all rights and obligations hereunder shall terminate.

(b) In the event it becomes necessary for either Seller or Buyer to employ the services of an attorney to enforce any term, covenant or provision of this Agreement, then each party agrees that the non-prevailing party shall pay the reasonable attorney's fees incurred by the prevailing party in enforcing this Agreement.

(c) This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no oral or written understandings, other options to purchase or lease any portion(s) of the Property, or any other agreements which in any way may affect or change the terms, covenants, and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

(d) Each party hereto has been represented, or had the opportunity to be represented, by separate counsel in connection with the negotiation and drafting of

this Agreement. Accordingly, no ambiguity herein shall be resolved against either party based upon principles of draftsmanship.

(e) All personal pronouns used in this Agreement whether used in masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa.

(f) Any provision of this Agreement or any paragraph, sentence, clause, phrase or wording appearing herein which shall prove to be invalid, void or illegal for any reason shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions, paragraphs, sentences, clauses, phrases and words hereof shall nevertheless remain in full force and effect.

(g) This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

(h) As used herein, the "Effective Date of this Agreement" shall be the last date of execution of this Agreement by the parties comprising Seller and Buyer.

16. AGENCY DISCLOSURE AND BROKERS. Each party represents and warrants to the other that no real estate or other commissions or fees are due in connection with the sale contemplated by this contract.

17. CONDITION OF THE PROPERTY. Seller agrees to maintain the Property and all related improvements in their current condition from the Effective Date of this Agreement until the end of the date of Closing.

18. COUNTERPARTS. In order to expedite the action contemplated herein, this Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be taken to be one and the same Agreement, for the same effect as if all parties hereto had signed the same signature page, and a facsimile copy or electronic mail copy of an executed counterpart shall constitute the same as delivery of the original of such executed counterpart. Any signature page of this Agreement (whether original, facsimile or electronic mail) may be detached from any counterpart of this Agreement (whether original, facsimile or electric mail) without impairing the legal effect of any signatures thereof and may be attached to another counterpart of this Agreement (whether original, facsimile or electronic mail) identical in form hereto but having attached to it one or more additional signature pages (whether original, facsimile or electronic mail). The parties intend to be bound by the signatures on the facsimile or electronic mail document, are aware that the other parties will rely on the facsimile or electronic mail signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on such form of signature.

19. ASSIGNMENT. This Agreement shall not be assigned or transferred to any non-related entity of Buyer without prior written approval of the Seller prior to the issuance of a Certificate of Completion of the Development Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its officers thereunto duly authorized as of this _____ day of April 2017.

EXHIBIT A

Property:

414 Caroline Street
Parcel number 11 06 13 1 004 028.000



**Purchase/Sale Agreement - Exhibit B
DEVELOPMENT AGREEMENT
414 CAROLINE STREET**

This Development Agreement, is made and entered into this _____ day of April 2017, by and between THE CITY OF MONTGOMERY, (hereinafter referred to as the "City") and Equal Justice Initiative, a private, nonprofit 501(c)(3) organization (hereinafter referred to as the "Buyer");

WITNESSETH:

THAT WHEREAS, both City and Buyer desire to see a building developed on the property at 414 Caroline, Montgomery, Alabama (hereinafter the "Property");

WHEREAS, City and Buyer have made and entered into a Purchase/Sale Agreement incorporating by reference this Development Agreement and the provisions herein;

WHEREAS, the primary purpose of the City's acquisition of the Property (among other properties in that area) was to facilitate the removal of blight and advance revitalization for the benefit of future generations as well as for the community and economic development of the City of Montgomery;

WHEREAS, the City issued a Request for Proposals for the property with the specific goal of seeing the property sold and expeditiously developed in order to foster the on-going revitalization of the Five Points area and to augment on-going community efforts; and

WHEREAS, the Request for Proposals sought interest from developers for projects that would complement surrounding design and development, provide desirable goods and services, create jobs and benefit the local community and economy incorporating specific urban design elements such as programming for an active first floor and enhanced pedestrian environment; provide for rear parking and a buffer to prevent visually encroaching on the adjacent historic district, and rebuilding the sidewalk and streetscape; and

WHEREAS, Buyer acquires said Property with knowledge of such purposes and has agreed to accept all responsibility for the Development of the Property;

WHEREAS, the completion of the project according to the terms of this Agreement is a material inducement to the City's sale of the Property and participation in the project.

NOW THEREFORE, Buyer agrees to develop the Property according to the following terms, conditions and deadlines, adequate consideration having been acknowledged in the above mentioned Purchase/Sale Agreement:

1. General Guidelines

- a. After securing approval to rezone, Property will be developed as commercial space, currently estimated at 6,000 to 10,000 square feet in size. MASS Design Group, of Boston, Massachusetts, is expected to lead the Project design.
- b. The private Project investment is expected to be approximately One Million Dollars (\$1,000,000). The Project will complement the Memorial to Peace and Justice that Equal Justice Initiative is currently working to develop at 417 Caroline Street and, ideally, will create a tour loop for visitors, tourists and Montgomery residents who are interested in history or civil rights.
- c. It is the intent of the parties that the design of the property would be of high quality materials, urban in nature, and a complement the existing and planned goals identified in the Downtown Montgomery Plan (2007) and the Five Points and Combined Rosa Parks Neighborhoods Plan (2008), copy of each has been provided to Buyer.
- d. Buyer agrees to adhere to and abide by the zoning code and ordinances of the City for the Property. Any potential requested variances, warrants, and/or zoning changes will be considered as part of design collaboration before being submitted to Planning Controls and/or the Planning Commission (if needed) for their own independent review and approval process.

2. Scope of Development

a. General

- i. During the interim period following closing and before development, Buyer shall give priority to any measures needed to secure, stabilize and maintain the Property.
- ii. Buyer and City will communicate with the intention to maximize the project's connection to existing City Plans and landmarks, for example to the nearby Selma-to-Montgomery National Historic Voting Rights Trail.
- iii. Buyer will seek to maximize the project's construction benefits, for example, through the use of locally sourced materials and construction.
- iv. Buyer will take necessary steps to rezone the property from T4-R to T4-O to support commercial use.

b. Design

- i. Project will be designed to minimize any potential negative impacts, for example from traffic, on nearby residents using quality, sustainable, energy efficient design elements and materials.

- ii. Buyer will position and shield service areas (trash collection, HVAC units, other building equipment, etc.) strategically to reduce visibility from public rights-of-way and residential homes
- iii. Buyer agrees to design the project to create an urban environment that feels safe and is friendly to pedestrians and bicyclists, including:
 - 1. window glass that is transparent and non-reflective,
 - 2. landscape and sidewalk improvements (as applicable),
 - 3. appropriate lighting and signage,
 - 4. storefront entries located on the street,
 - 5. parking in the rear of the building, and
 - 6. a natural buffer (trees, hedges, etc.) at the rear of the property to prevent visually encroaching on the adjacent historic district.

c. Infrastructure

- i. Infrastructure improvements. Buyer, at its own cost, will design, construct, fund and obtain permits for all infrastructure including sidewalks.
- ii. Utilities. To the City's knowledge, utility connections are available to the Property. Buyer shall pay any costs of or related to utilities (installation, connection, capping, upgrading, etc.) necessary to undertake the project and/or serve the Property. Buyer shall pay all costs of new utilities to serve the project.

3. Diligent Completion

- a. Buyer agrees to work diligently to complete the project and to comply with the Project Schedule / Schedule of Performance.
- b. Buyer agrees to keep the Project Manager informed of its progress with respect to the Project Schedule and Project Development during construction and initial occupancy. Project Development progress may include verbal or written confirmation of the following:
 - i. Entering into design and construction contracts;
 - ii. Securing public entitlements and building permits/approvals.

4. Project Schedule / Schedule of Performance

- a. City and Buyer mutually agree that the following schedule is to be used to keep the project moving forward. In the event that the dates change, the party requesting the change shall provide the other party notice within a reasonable time prior to the due date. Both parties agree to work in good faith to accomplish the successful completion of this Development Agreement in a timely manner.
- b. Pre-closing tasks and due dates
 - i. City Council Approval of Ordinance - April 2017
 - ii. Execute Purchase/Sale Agreement & Development Agreement - April 2017
 - iii. Buyer to conduct due diligence/inspections expires or as per the Purchase/Sale Agreement - June 2017

- iv. Closing/Conveyance of Property to Buyer or as per the Purchase/Sale Agreement - July 2017
- c. Post-Closing/ Design and Construction tasks and due dates
 - i. Buyer to secure services of design professionals/licensed architect - by Summer 2017
 - ii. Buyer (or City if requested by Buyer pre-closing) to make application to rezone property - Summer/Fall 2017
 - iii. Buyer to share the Project site plan and Project design, indicating the anticipated spatial/architectural programming with Department of Development staff - when available, on a schedule such that Department of Development staff has opportunity for a timely review and to verify that the proposed Scope is not in conflict with the goals of the Request for Proposals.
 - iv. City and Buyer to communicate on Project Development - after closing and continuing as needed or at least approximately every eight (8) weeks, whether formally or on an informal basis
 - v. Buyer to commence construction on a schedule such that it is able to complete construction and secure Certificate of Occupancy for the Project - eighteen (18) months after commencing construction, or as per section 2.2 of the Purchase/Sale Agreement

5. Compliance with Laws and Use Restrictions

Buyer will comply with, or cause the Project to comply with, all laws, ordinances, statutes, rules, regulations, orders, injunctions, or decrees of any government agency or instrumentality applicable to Buyer, the Project, or the operation thereof, including, without limitation:

- a. All applicable health and safety, environmental, and zoning laws, and
- b. All requirements or restrictions pertaining to the construction, use, occupancy or operation of the Project arising from the original source of any funds used by Buyer to complete the Project.

6. Inspection and Access

Representatives from the City shall have the right to enter the Property at reasonable times, after giving suitable notice, for the purpose of inspecting the building and grounds to determine if there is compliance by the Buyer with the terms of the Agreement.

7. Safety Matters and Indemnification

- a. Safety. Buyer shall comply with all safety laws and take all safety measures necessary to protect its employees and City employees, agents, contractors, subcontractors, licensees and invitees, their personal property, and improvements of each, from injury or damage caused by or resulting from the performance of its construction.
- b. Indemnity from Liability Claims. Buyer shall indemnify, defend (at City's request) and hold harmless the City, and its successors and assigns, from and against all claims, costs, expenses, losses, damages and liabilities whatsoever arising from or in connection with the death of, or injury, loss or damage whatsoever caused to, any person or to the property of any

person as occurs in the process of the construction work or the performance of Buyer's other obligations under the Purchase/Sale Agreement and this Development Agreement except to the extent caused by the City. The indemnity set forth in this Section shall survive the issuance of the Certificate of Completion and any termination of this Agreement.

- c. Indemnity from Liens. Buyer shall indemnify, defend (at City's request) and hold harmless City, and its successors and assigns, from and against all claims, costs, expenses, losses, damages and liabilities whatsoever arising from or in connection with any mechanics', materialmen's, laborers' or other construction or statutory liens filed against any portion of the Property or the project or arising from or related to construction on the Property or the project performed by or at the request of Buyer or Buyer's contractors or agents. The indemnity set forth in this Section shall survive the issuance of the Certificate of Occupancy and any termination of this Agreement.

8. Enforcement

All parties agree that any matters in dispute and in violation of the terms, conditions and deadlines of this Development Agreement may be submitted to non-binding mediation by a committee of three mediators, with the first selected by the Buyer, the second by the City and the third designated by the two mediators selected by the City and the Buyer. Nothing in this clause shall be construed to deny the City from seeking any and all legal or equitable relief to enforce any terms or conditions hereof, or to protect or preserve the Property, including but not limited to the reversion of the Property to the City as per the Purchase/Sale Agreement. No failure on the part of the City to enforce any term herein, nor the waiver of any right hereunder by the City shall discharge or invalidate such term or any other term, condition or deadline hereof, or affect the right of the City to enforce the same in the event of a subsequent breach or default.

9. Assignment

This Agreement shall not be assigned or transferred to any non-related entity of Buyer without prior written approval of the Seller prior to the issuance of a Certificate of Completion of the Development Agreement.

10. Changes/modifications to Agreement

Minor modifications may be made via written communication, including email, between the Project Managers on changes to the Project Schedule when deemed warranted and that do not exceed ninety days, corrections of errors, and clarifications that do not change the substantive context of the Agreement.

11. Notices

Any notice required or permitted to be given hereunder must be in writing and shall be deemed to be given (a) when hand delivered; or (b) one (1) business day after pickup by United Parcel Service (Overnight) or Federal Express, or another similar overnight express service; or (c) transmitted by telecopy, email or facsimile, provided that confirmation of the receipt of same is noted upon transmission of same by the sender's telecopy or facsimile machine, or email service, and a counterpart of such notice is also delivered pursuant to one of the two manners specified above, in any case addressed to the parties at their respective addresses set forth below:

If to City:
City of Montgomery
c/o P.L. McLeod
P.O. Box 1111
Montgomery, AL 36101-1111
Email: mmcleod@montgomeryal.gov
Telephone: 334-625-2737

If to Buyer:
Equal Justice Initiative
c/o Bryan Stevenson
122 Commerce Street
Montgomery, AL 36104
Email: bstevenson@eji.org
Telephone: 334-269-1803

or in each case to such other address as either party may from time to time designate by giving notice in writing pursuant to this Section to the other party. Telephone numbers are for informational purposes only. Effective notice will be deemed given only as provided above, except as otherwise expressly provided in this Agreement.

12. Miscellaneous Provisions

- a. **Project Manager.** For purpose of managing the implementation of the provisions of this agreement on behalf of the City, the Director of the Department of Development shall designate a Project Manager. Upon initial execution of this agreement, the Project Manager shall be Lois Cortell or Melanie Golson.
- b. **Discrimination.** Buyer, for itself and its successor and assigns, agrees that during construction of the project, Buyer will not discriminate against any employee or applicant for employment because of race, color, religion, age, gender, sexual orientation or national origin.
- c. **Choice of Law.** This agreement shall be governed by Alabama law.

Mac McLeod, Director of City Development, was present representing this item.

Councillor Larkin made a motion to suspend the rules in order that the foregoing ordinance could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Larkin made a motion to adopt the foregoing ordinance, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed ordinance:

ORDINANCE NO. 40-2017

**AN ORDINANCE AUTHORIZING PURCHASE AND SALE AGREEMENT
AND SALE OF REAL ESTATE OWNED BY CITY OF MONTGOMERY
(144 SIMPSON STREET)**

WHEREAS, the City of Montgomery, Alabama ("City") owns certain real property located in the City and County of Montgomery, as more particularly described in Exhibit "A" attached hereto ("Property"); and

WHEREAS, the Property is surplus property no longer needed for public or municipal purposes, and it is in the public's best interest that any right, title and interest the City may have in and to the said Property be transferred and conveyed to Andre Jackson with rights of ingress/egress thereto; and

WHEREAS, the City of Montgomery and Andre Jackson have entered into a Purchase and Sale Agreement dated the _____ day of _____, 2017, copy attached as Exhibit "B", subject to the approval of the City Council, wherein the City agreed to sell and Andre Jackson has agreed to purchase this Property for a total purchase price \$3,500.00 the certain real Property, more particularly described in Exhibit A.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Montgomery as follows:

(1) The Council has determined that the sale of the Property is for valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and

(2) The City hereby grants to the Mayor the authority to negotiate, enter into and execute the Purchase and Sale Agreement attached as Exhibit "B" and said Purchase and Sale Agreement is hereby approved and Todd Strange, as Mayor, is hereby authorized to sign and execute said Purchase and Sale Agreement and to enter into and to execute a Statutory Warranty Deed in the form attached as Exhibit "C." The Property is to be conveyed subject to the following:

1. Any lien or charge for general or special taxes or assessment not yet delinquent.
2. By its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants (i) that Grantee accepts the Property "AS IS" and "WITH ALL FAULTS," and (ii) that Grantee releases and waives any claim against Grantor relating to the nature and condition of the Property, including, without limitation, the environmental condition thereof.
3. The buyer shall construct a single family dwelling on the property to be completed no later than December 31, 2020. The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the property to Seller, shall be available to Seller. In the event Seller elects for the property to revert to it, upon thirty (30) days written notice to Purchaser, title to the Property together with any improvements shall automatically revert to the Seller and Purchaser shall execute and deliver a statutory warranty deed re-conveying property to Seller. No failure on the part of the Seller to enforce any covenant herein, nor the waiver of any right hereunder by the Seller, shall discharge or invalidate such covenant or any other covenant, condition or restriction hereof, or affect the right of Seller to enforce the same in event of subsequent breach.

And to execute any and all other documents and instruments pertaining thereto.

EXHIBIT A

144 SIMPSON STREET

Street Address: 144 Simpson Street, Montgomery, AL 36104

Legal Description: GOODE PLAT METCALF SUB 16 LOT 16 BLOCK A BOOK 015 PAGE 616. Being and intended to be and include all land that is part of Parcel #11-06-13-4-002-022.000

EXHIBIT B

PURCHASE / SALE AGREEMENT

STATE OF ALABAMA)
)
 COUNTY OF MONTGOMERY)

PURCHASE/SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and between CITY OF MONTGOMERY, an Alabama Municipal Corporation (hereinafter referred to as "Seller"), and ANDRE JACKSON (hereinafter referred to as "Buyer");

1. PURCHASE AND SALE.

1.1 Subject to the conditions set forth in section 1.2, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, under and subject to the terms, conditions and provisions hereof, that certain real property located at:

Street Address: 144 Simpson Street, Montgomery, AL 36104

Legal Description: GOODE PLAT METCALF SUB 16 LOT 16 BLOCK A BOOK 015 PAGE 616

Being and intended to be and include all land that is part of Parcel #11-06-13-4-002-022.000

1.2 This Agreement to purchase and sell is subject to the approval of the sale by the City Council of the City of Montgomery.

2. PURCHASE PRICE. The purchase price of the Property (the "Purchase Price") shall be \$3,500.00 (Three Thousand, Five Hundred Dollars and no/100). The Purchase Price shall be payable by Buyer as follows:

(a) The sum of One Thousand, five Hundred and No/100 Dollars (\$1,500.00), as Earnest Money (the "Earnest Money"), to be deposited by Buyer with Martin Closing Services, LLC / James G. Martin, Jr., attorney at law, as escrow agent (the "Escrow Agent"), within two (2) business days after Buyer's receipt of a fully executed copy of this Agreement.

(b) The balance of the Purchase Price, after deductions for credits and prorations as herein provided, shall be paid in full by Buyer at the closing by cashier's _____ or certified check or wire transfer. The Earnest Money shall be paid to Seller at closing and credited against the Purchase Price.

(c) Seller and Buyer hereby authorize the Escrow Agent to hold the Earnest Money in trust pending the fulfillment of this Agreement. The Escrow Agent is not a party to this Agreement and does not make any warranty or representation to the Buyer regarding the subject matter of this Agreement and does not warrant or guarantee performance of any covenant, agreement, representation or warranty to the Buyer. Any check or other form of payment representing the Earnest Money will be deposited into an escrow account and shall be held without interest or other charges to or for the benefit of any party. In the event either Buyer or Seller claims the Earnest Money, the Escrow Agent has the right to request from the other party a written release of liability which authorizes the release of the Earnest Money. Further, without the written authorization of the other party, the Escrow Agent, shall, at its option, either retain the Earnest Money until there is a written agreement among the parties or interplead the disputed portion of the Earnest Money into court. The Escrow Agent shall be entitled to deduct from the Earnest Money any court costs, attorney's fees and other expenses relating to the interpleader, as well as an administration fee on account thereof.

2.1 If without fault on the part of the Seller, Buyer fails to close pursuant to Section 5 or to perform in accordance with the terms hereof, Buyer agrees and consents that the Earnest Money may be awarded to and retained by Seller, at Seller's sole option.

3. INSPECTION PERIOD and RIGHT OF ENTRY:

3.1 Buyer shall have a period of fifteen (15) days after the effective date of this Agreement, ("Inspection Period") to satisfy itself as to any or all matters or conditions pertaining to the property and the intended use and development thereof. During the Inspection Period, Buyer shall have the right to inspect the Property, to conduct a land use, engineering and environmental studies and reviews with respect to the Property, to conduct a market analysis of the Property and the intended use thereof, to confirm and seek, as necessary, zoning, zoning variance(s) and other governmental land use approvals, permits and licenses with respect to the Property and the intended use thereof. Notwithstanding anything contained in this Agreement to the contrary, in the event Buyer determines, in its sole and absolute discretion, that the Property is not satisfactory for any reason, Buyer shall have the right to terminate this Agreement at any time, without explanation for its reason of termination, on or before the expiration of the inspection period by delivering to Seller Buyer's notice in writing ("Termination Notice"), and in such event, the Earnest Money shall be refunded to Buyer and all rights and obligations hereunder shall cease and terminate. In the event this Agreement is not terminated by Buyer within the Inspection Period, it shall be deemed accepted and the parties hereto shall proceed to close this sale as set forth herein.

4. TITLE AND CLOSING:

4.1 Upon approval by the Montgomery City Council of the proposed sale, Seller shall within ten (10) days provide Buyer with a title opinion or other evidence of title dating back at least Forty (40) years, which shall be updated demonstrating fee simple marketable title free and clear of all liens and encumbrances except as herein stated, as of the date of closing. Buyer understands that they are buying property which Seller has obtained via tax sale and conveyance. Should Seller's title reveal any legal defects in the title, Buyer shall furnish Seller with a written statement of legal defects and Seller shall have sixty (60) days after the receipt of such objections to satisfy all valid title objections, and if Seller fails to satisfy such objections within said sixty day period, then at the option of the Buyer, evidenced by written notice to Seller given within five (5) days after the expiration of said sixty (60) day period, Buyer may (i) choose to rescind this contract and receive the return of the Earnest Money; or (ii) elect to close the Property and receive the deed required herein from Seller irrespective of such title objections without reduction of the purchase price, except that liens affecting the Property which are dischargeable by the payment of money are to be paid and satisfied at closing out of the purchase price.

4.2 If Buyer approves the title, the sale shall be closed within fifteen (15) days. The sale shall be closed at the office of the attorney for the Seller in Montgomery, Alabama, at a time and date designated by Buyer. At closing, Seller shall deliver to Buyer a Statutory Warranty Deed, conveying to Buyer a good and marketable, indefeasible fee simple title in

and to the Property, free and clear of all encumbrances, subject only to zoning and exceptions acceptable to or otherwise waived by Buyer. At closing, Buyer shall pay by cashiers or certified check or wire transfer the Purchase Price, with the Earnest Money, if any, credited against and deducted from the Purchase Price. Buyer shall bear its own attorney's fees, all closing costs and the cost of recording the deed and its costs and expenses and those required herein to be paid by Buyer. Seller shall pay its own attorney's fee and any costs of closing not specifically apportioned herein. Ad valorem property taxes, if any, shall be prorated as of date of closing. Except for the right of entry granted herein, possession shall be given to Buyer on the date of closing, free and clear of all tenancies and parties in possession.

5. If Seller has complied with all of its obligations herein contained, and all of the conditions herein have been satisfied, but Buyer fails to proceed with the purchase of the Property, then Seller, as its sole remedy, may terminate the contract and the Earnest Money, if any, shall be awarded and paid to the Seller as liquidated damages. If Seller defaults, violates, or breaches any of its warranties, covenants, obligations and representations herein provided, then in such event Buyer may, as its sole remedy declare this Agreement cancelled and of no further force and effect and promptly receive a return of the Earnest Money.

6. Seller warrants and represents to Buyer and Buyer warrants to Seller that there are brokerage fees, commissions, or charges owed in connection with the transaction contemplated to EXIT Hodges Real Estate. The listing company is EXIT Hodges Real Estate and it is an agent of the Seller. The selling company is EXIT Hodges Real Estate and it is assisting the buyer/seller as a transactional broker.

7. Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as, or concerning, and Buyer hereby waives and releases any claim or cause of action, past, present or future as to or concerning, the nature or condition of the Property including, but not limited to (i) the water, soil, environmental and geological condition, and the suitability thereof and any improvements now or hereafter to be located thereon for any and all activities and uses, (ii) except for any title warranty under the deed to be delivered by Seller to Buyer at the closing, the nature, quality, extent or assignability of Seller's title or any right-of-way, easement, lease, possessory right, restriction, license, reservation, condition or other matter affecting title to or rights or interest in the Property, (iii) the Property's compliance with any statute, code, ordinance, regulation or other law, (iv) the accuracy or completeness of any information or documentation provided or to be provided to Buyer, and (v) any other matter relating to the Property or Seller. Seller has not made and does not make any warranty or representation concerning the physical condition, operation, compliance with law or any other matter affecting or related to the Property, except as may otherwise be specifically stated in this Agreement. Buyer expressly acknowledges that no such other representation has been made. It is expressly understood and agreed that with respect to the physical nature or condition of the Property, the Property is to be sold "AS IS" and "WITH ALL FAULTS," without any representation or warranty by Seller, Buyer expressly represents to Seller that Buyer is entering into this Agreement without relying upon any such representation or warranty by Seller, its employees, agents or contractors, or by any other person or entity with respect to the condition of or any other matter relating to the Property. The provisions of this section shall not merge in, and shall survive, the conveyance of the Property to Buyer.

8. Any notice permitted or required to be given hereunder, including without limitation notice of the exercise or termination of this Agreement, shall be made in writing sent to receiving party at the address set forth below by Certified Mail, return receipt requested, and shall be deemed given by either party to the other when the same is deposited in the United States Mail as Certified, return receipt requested with postage prepaid sufficient to deliver to its addressed destination whether or not the receiving party receives the same. The addresses of the parties are as follows:

Seller: City of Montgomery, Alabama
Attention:
103 North Perry Street (36104)

P. O. Box 1111 (36101-1111)
Montgomery, AL

Buyer: Andre Jackson
944 Oak Street
Montgomery, AL 36108

9. In the event it becomes necessary for either Seller or Buyer to employ the services of an attorney to enforce any term, covenant or provisions of this Agreement, then each party agrees to pay their own attorney's fees in connection with such action.

10. Buyer hereby agrees to abide by the following conditions:

The buyer shall construct a single family dwelling on the property to be completed no later than December 31, 2020. The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the property to Seller, shall be available to Seller. In the event Seller elects for the property to revert to it, upon thirty (30) days written notice to Purchaser, title to the Property together with any improvements shall automatically revert to the Seller and Purchaser shall execute and deliver a statutory warranty deed re-conveying property to Seller. No failure on the part of the Seller to enforce any covenant herein, nor the waiver of any right hereunder by the Seller, shall discharge or invalidate such covenant or any other covenant, condition or restriction hereof, or affect the right of Seller to enforce the same in event of subsequent breach. THE PROVISIONS OF THIS PARAGRAPH 10 SHALL SURVIVE THE CLOSING AND SHALL BE DEEMED TO RUN WITH THE LAND.

11. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its officers thereunto duly authorized as of this _____ day of _____, 2017.

EXHIBIT C

STATUTORY WARRANTY DEED

This Instrument Was Prepared By:
James G. Martin, Jr.
Attorney at Law
8429 Crossland Loop
Montgomery, Alabama 36117
Phone (334) 270-1211

Send Tax Notice To:
Andre Jackson

944 Oak Street
Montgomery, AL 36108

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
MONTGOMERY COUNTY)

This Deed made and entered into on this the _____ day of _____, 2017, by and between CITY OF MONTGOMERY, an Alabama municipal corporation (hereinafter referred to as "GRANTOR") and ANDRE JACKSON, his heirs, successors and assigns (hereinafter referred to as "GRANTEE"),

WITNESSETH:

WHEREAS the City Council of the City of Montgomery, Alabama, by Ordinance # _____ (Attached hereto as Exhibit "B") duly, properly and legally made and passed on the _____ day of _____, 2017, and entered on its minutes directing the disposal and declaring the hereinafter described real property as surplus and not needed for public or municipal purposes and directing Todd Strange, its Mayor, to make title thereto, which Ordinance has been duly and legally advertised in accordance to the laws and statutes of the State of Alabama, and no objection having been made to said Ordinance, the hereinafter described property located in the City and County of Montgomery, Alabama, more particularly described on Exhibit "A", attached hereto (the "Property") to be conveyed by a statutory warranty deed.

Source of Title: Rlpy Book 4003, Page 0209
Parcel #11-06-13-4-002-022.000

WHEREAS, GRANTOR is now desirous of having the title to the Property conveyed to GRANTEE in accordance with the terms and conditions of the above-referred to Ordinance.

NOW, THEREFORE, in consideration of Three Thousand, Five Hundred and no/100 dollars (\$3,500.00), the undersigned, City of Montgomery, Alabama, an Alabama municipal corporation, by its Mayor, does hereby grant, bargain, sell and convey unto the said GRANTEE, all of GRANTOR's right, title, interest, and claim in or to the real estate described in Exhibit "A", which is attached hereto, incorporated herein and made a part hereof as though set forth in full herein, together with all of GRANTOR's right, title and interest in and to any and all fixtures and improvements situated thereon and all of GRANTOR's right, title and interest in and to any and all rights, easements, appurtenances and hereditaments thereunto appertaining.

This conveyance is subject to:

- (i) all (if any) covenants, restrictions, reservations, easements, rights-of-way, agreements and other matters that appear of record in the Office of the Judge of Probate of Montgomery County, Alabama, and all (if any) encroachments, joint driveways, party walls, easements, rights-of-way or other matters which could be revealed by an accurate survey and physical inspection of said Property; and
- (ii) by its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants that Grantee accepts the Property "AS IS" and "WITH ALL FAULTS," and that Grantee releases and waives any claim against Grantor relating to the nature and condition of the Property, including, without limitation, the environmental condition thereof.
- (iii) ALL provisions of the Purchase/Sale Agreement shall survive the closing, including but not limited to Paragraph 10.

TO HAVE AND TO HOLD to the said GRANTEE, and to its successors and assigns in fee simple forever.

IN WITNESS WHEREOF, the said GRANTOR has caused its name to be affixed hereto by Todd Strange, its Mayor, who is authorized, and has caused the same to be attested by BrendaGale Blalock, its City Clerk, and its corporate seal affixed on this the _____ day of _____, 2017

INFORMATION REQUIRED BY CODE OF ALABAMA 1975,
SECTION 40-22-1:

Property Address: 144 Simpson Street,, Montgomery, AL 36104

Grantor's Name: City of Montgomery

Grantor's Address: 103 N. Perry St., Montgomery, AL 36104

Grantee's Name: Andre Jackson

Grantee's Address: 944 Oak Street, Montgomery, AL 36108

Purchase Price/Value: \$3,500.00

Date of Sale:

The purchase price/value claimed above can be verified by sales contract or closing statement between the parties or in the case of value by tax assessor records.

Councillor Larkin made a motion to suspend the rules in order that the foregoing ordinance could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Larkin made a motion to adopt the foregoing ordinance, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed ordinance:

ORDINANCE NO. 41-2017

**AN ORDINANCE AUTHORIZING PURCHASE AND SALE AGREEMENT
AND SALE OF REAL ESTATE OWNED BY CITY OF MONTGOMERY
(541 & 545 HOLCOMBE STREET)**

WHEREAS, the City of Montgomery, Alabama ("City") owns certain real property located in the City and County of Montgomery, as more particularly described in Exhibit "A" attached hereto ("Property"); and

WHEREAS, the Property is surplus property no longer needed for public or municipal purposes, and it is in the public's best interest that any right, title and interest the City may have in and to the said Property be transferred and conveyed to Isaiah Sankey with rights of ingress/egress thereto; and

WHEREAS, the City of Montgomery and Isaiah Sankey have entered into a Purchase and Sale Agreement dated the _____ day of _____, 2017, copy attached as Exhibit "B", subject to the approval of the City Council, wherein the City agreed to sell and Isaiah Sankey has agreed to purchase this Property for a total purchase price \$5,600.00 the certain real Property, more particularly described in Exhibit A.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Montgomery as follows:

(1) The Council has determined that the sale of the Property is for valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and

(2) The City hereby grants to the Mayor the authority to negotiate, enter into and execute the Purchase and Sale Agreement attached as Exhibit "B" and said Purchase and Sale

Agreement is hereby approved and Todd Strange, as Mayor, is hereby authorized to sign and execute said Purchase and Sale Agreement and to enter into and to execute a Statutory Warranty Deed in the form attached as Exhibit "C." The Property is to be conveyed subject to the following:

1. Any lien or charge for general or special taxes or assessment not yet delinquent.
2. By its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants (i) that Grantee accepts the Property "AS IS" and "WITH ALL FAULTS," and (ii) that Grantee releases and waives any claim against Grantor relating to the nature and condition of the Property, including, without limitation, the environmental condition thereof.
3. The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the property to Seller, shall be available to Seller. In the event Seller elects for the property to revert to it, upon thirty (30) days written notice to Purchaser, title to the Property together with any improvements shall automatically revert to the Seller and Purchaser shall execute and deliver a statutory warranty deed re-conveying property to Seller. No failure on the part of the Seller to enforce any covenant herein, nor the waiver of any right hereunder by the Seller, shall discharge or invalidate such covenant or any other covenant, condition or restriction hereof, or affect the right of Seller to enforce the same in event of subsequent breach.

And to execute any and all other documents and instruments pertaining thereto.

EXHIBIT A

PARCEL 1:

541 HOLCOMBE

Street Address: 541 Holcombe Street, Montgomery, AL 36104

Legal Description: WILSON PLAT LOT 120 BLOCK # BOOK 001 PAGE 088

Being and intended to be and include all land that is part of Parcel #11-06-13-1-010-009.000

PARCEL 2:

545 HOLCOMBE

Street Address: 545 Holcombe Street, Montgomery, AL 36104

Legal Description: WILSON PLAT PLAT BK 1 PAGE 88 N 1/2 LOT 119 WILSON PLAT MONTGY MAP BK 1 P 88

Being and intended to be and include all land that is part of Parcel #11-06-13-1-010-010.000.

EXHIBIT B

PURCHASE / SALE AGREEMENT

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)

PURCHASE/SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and between CITY OF MONTGOMERY, an Alabama Municipal Corporation (hereinafter referred to as "Seller"), and ISAIAH SANKEY (hereinafter referred to as "Buyer");

1. PURCHASE AND SALE.

1.1 Subject to the conditions set forth in section 1.2, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, under and subject to the terms, conditions and provisions hereof, that certain real property located at:

PARCEL 1:

Street Address: 541 Holcombe St, Montgomery, AL 36104

Legal Description: WILSON PLAT LOT 120 BLOCK # BOOK 001 PAGE 088

Being and intended to be and include all land that is part of Parcel #11-06-13-1-010-009.000

PARCEL 2:

Street Address: 545 Holcombe St, Montgomery, AL 36104

Legal Description: WILSON PLAT PLAT BK 1 PAGE 88 N 1/2 LOT 119 WILSON PLAT MONTGY MAP BK 1 P 88

Being and intended to be and include all land that is part of Parcel #11-06-13-1-010-010.000.

1.2 This Agreement to purchase and sell is subject to the approval of the sale by the City Council of the City of Montgomery.

2. PURCHASE PRICE. The purchase price of the Property (the "Purchase Price") shall be \$5,600.00 (Parcel 1: \$4,100.00, Parcel 2: \$1,500.00) (Five Thousand, Six Hundred Dollars and no/100). The Purchase Price shall be payable by Buyer as follows:

(a) The sum of Zero and No/100 Dollars (\$00.00), as Earnest Money (the "Earnest Money"), to be deposited by Buyer with Martin Closing Services, LLC / James G. Martin, Jr., attorney at law, as escrow agent (the "Escrow Agent"), within two (2) business days after Buyer's receipt of a fully executed copy of this Agreement.

(b) The balance of the Purchase Price, after deductions for credits and prorations as herein provided, shall be paid in full by Buyer at the closing by cashier's _____ or certified check or wire transfer. The Earnest Money shall be paid to Seller at closing and credited against the Purchase Price.

(c) Seller and Buyer hereby authorize the Escrow Agent to hold the Earnest Money in trust pending the fulfillment of this Agreement. The Escrow Agent is not a party to this Agreement and does not make any warranty or representation to the Buyer regarding the subject matter of this Agreement and does not warrant or guarantee performance of any covenant, agreement, representation or warranty to

the Buyer. Any check or other form of payment representing the Earnest Money will be deposited into an escrow account and shall be held without interest or other charges to or for the benefit of any party. In the event either Buyer or Seller claims the Earnest Money, the Escrow Agent has the right to request from the other party a written release of liability which authorizes the release of the Earnest Money. Further, without the written authorization of the other party, the Escrow Agent, shall, at its option, either retain the Earnest Money until there is a written agreement among the parties or interplead the disputed portion of the Earnest Money into court. The Escrow Agent shall be entitled to deduct from the Earnest Money any court costs, attorney's fees and other expenses relating to the interpleader, as well as an administration fee on account thereof.

2.1 If without fault on the part of the Seller, Buyer fails to close pursuant to Section 5 or to perform in accordance with the terms hereof, Buyer agrees and consents that the Earnest Money may be awarded to and retained by Seller, at Seller's sole option.

3. INSPECTION PERIOD and RIGHT OF ENTRY:

3.1 Buyer shall have a period of fifteen (15) days after the effective date of this Agreement, ("Inspection Period") to satisfy itself as to any or all matters or conditions pertaining to the property and the intended use and development thereof. During the Inspection Period, Buyer shall have the right to inspect the Property, to conduct a land use, engineering and environmental studies and reviews with respect to the Property, to conduct a market analysis of the Property and the intended use thereof, to confirm and seek, as necessary, zoning, zoning variance(s) and other governmental land use approvals, permits and licenses with respect to the Property and the intended use thereof. Notwithstanding anything contained in this Agreement to the contrary, in the event Buyer determines, in its sole and absolute discretion, that the Property is not satisfactory for any reason, Buyer shall have the right to terminate this Agreement at any time, without explanation for its reason of termination, on or before the expiration of the inspection period by delivering to Seller Buyer's notice in writing ("Termination Notice"), and in such event, the Earnest Money shall be refunded to Buyer and all rights and obligations hereunder shall cease and terminate. In the event this Agreement is not terminated by Buyer within the Inspection Period, it shall be deemed accepted and the parties hereto shall proceed to close this sale as set forth herein.

4. TITLE AND CLOSING:

4.1 Upon approval by the Montgomery City Council of the proposed sale, Seller shall within ten (10) days provide Buyer with a title opinion or other evidence of title dating back at least Forty (40) years, which shall be updated demonstrating fee simple marketable title free and clear of all liens and encumbrances except as herein stated, as of the date of closing. Buyer understands that they are buying property which Seller has obtained via tax sale and conveyance. Should Seller's title reveal any legal defects in the title, Buyer shall furnish Seller with a written statement of legal defects and Seller shall have sixty (60) days after the receipt of such objections to satisfy all valid title objections, and if Seller fails to satisfy such objections within said sixty day period, then at the option of the Buyer, evidenced by written notice to Seller given within five (5) days after the expiration of said sixty (60) day period, Buyer may (i) choose to rescind this contract and receive the return of the Earnest Money; or (ii) elect to close the Property and receive the deed required herein from Seller irrespective of such title objections without reduction of the purchase price, except that liens affecting the Property which are dischargeable by the payment of money are to be paid and satisfied at closing out of the purchase price.

4.2 If Buyer approves the title, the sale shall be closed within fifteen (15) days. The sale shall be closed at the office of the attorney for the Seller in Montgomery, Alabama, at a time and date designated by Buyer. At closing, Seller shall deliver to Buyer a Statutory Warranty Deed, conveying to Buyer a good and marketable, indefeasible fee simple title in and to the Property, free and clear of all encumbrances, subject only to zoning and exceptions acceptable to or otherwise waived by Buyer. At closing, Buyer shall pay by cashiers or certified check or wire transfer the Purchase Price, with the Earnest Money, if any, credited against and deducted from the Purchase Price. Seller shall contribute up to \$200.00 towards closing costs. Buyer shall be responsible for any other closing costs in

excess of Seller contribution. Seller shall pay its own attorney's fee and any costs of closing not specifically apportioned herein. Ad valorem property taxes, if any, shall be prorated as of date of closing. Except for the right of entry granted herein, possession shall be given to Buyer on the date of closing, free and clear of all tenancies and parties in possession.

5. If Seller has complied with all of its obligations herein contained, and all of the conditions herein have been satisfied, but Buyer fails to proceed with the purchase of the Property, then Seller, as its sole remedy, may terminate the contract and the Earnest Money, if any, shall be awarded and paid to the Seller as liquidated damages. If Seller defaults, violates, or breaches any of its warranties, covenants, obligations and representations herein provided, then in such event Buyer may, as its sole remedy declare this Agreement cancelled and of no further force and effect and promptly receive a return of the Earnest Money.

6. Seller warrants and represents to Buyer and Buyer warrants to Seller that there are brokerage fees, commissions, or charges owed in connection with the transaction contemplated to EXIT Hodges Real Estate. The listing company is EXIT Hodges Real Estate and it is an agent of the Seller. The selling company is Keller Williams Realty and it is an agent of the buyer.

7. Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as, or concerning, and Buyer hereby waives and releases any claim or cause of action, past, present or future as to or concerning, the nature or condition of the Property including, but not limited to (i) the water, soil, environmental and geological condition, and the suitability thereof and any improvements now or hereafter to be located thereon for any and all activities and uses, (ii) except for any title warranty under the deed to be delivered by Seller to Buyer at the closing, the nature, quality, extent or assignability of Seller's title or any right-of-way, easement, lease, possessory right, restriction, license, reservation, condition or other matter affecting title to or rights or interest in the Property, (iii) the Property's compliance with any statute, code, ordinance, regulation or other law, (iv) the accuracy or completeness of any information or documentation provided or to be provided to Buyer, and (v) any other matter relating to the Property or Seller. Seller has not made and does not make any warranty or representation concerning the physical condition, operation, compliance with law or any other matter affecting or related to the Property, except as may otherwise be specifically stated in this Agreement. Buyer expressly acknowledges that no such other representation has been made. It is expressly understood and agreed that with respect to the physical nature or condition of the Property, the Property is to be sold "AS IS" and "WITH ALL FAULTS," without any representation or warranty by Seller, Buyer expressly represents to Seller that Buyer is entering into this Agreement without relying upon any such representation or warranty by Seller, its employees, agents or contractors, or by any other person or entity with respect to the condition of or any other matter relating to the Property. The provisions of this section shall not merge in, and shall survive, the conveyance of the Property to Buyer. 8. Any notice permitted or required to be given hereunder, including without limitation notice of the exercise or termination of this Agreement, shall be made in writing sent to receiving party at the address set forth below by Certified Mail, return receipt requested, and shall be deemed given by either party to the other when the same is deposited in the United States Mail as Certified, return receipt requested with postage prepaid sufficient to deliver to its addressed destination whether or not the receiving party receives the same. The addresses of the parties are as follows:

Seller: City of Montgomery, Alabama
Attention:
103 North Perry Street (36104)
P. O. Box 1111 (36101-1111)
Montgomery, AL

Buyer: Isaiah Sankey
313 Mildred Street
Montgomery, AL 36104

9. In the event it becomes necessary for either Seller or Buyer to employ the services of an attorney to enforce any term, covenant or provisions of this Agreement, then each party agrees to pay their own attorney's fees in connection with such action.

10. Buyer hereby agrees to abide by the following conditions:

The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the property to Seller, shall be available to Seller. In the event Seller elects for the property to revert to it, upon thirty (30) days written notice to Purchaser, title to the Property together with any improvements shall automatically revert to the Seller and Purchaser shall execute and deliver a statutory warranty deed re-conveying property to Seller. No failure on the part of the Seller to enforce any covenant herein, nor the waiver of any right hereunder by the Seller, shall discharge or invalidate such covenant or any other covenant, condition or restriction hereof, or affect the right of Seller to enforce the same in event of subsequent breach. THE PROVISIONS OF THIS PARAGRAPH 10 SHALL SURVIVE THE CLOSING AND SHALL BE DEEMED TO RUN WITH THE LAND.

11. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its officers thereunto duly authorized as of this _____ day of _____, 2017.

EXHIBIT C

STATUTORY WARRANTY DEED

This Instrument Was Prepared By:
James G. Martin, Jr.
Attorney at Law
8429 Crossland Loop
Montgomery, Alabama 36117
Phone (334) 270-1211

Send Tax Notice To:
Andre Jackson

944 Oak Street
Montgomery, AL 36108

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
MONTGOMERY COUNTY)

This Deed made and entered into on this the _____ day of _____, 2017, by and between CITY OF MONTGOMERY, an Alabama municipal corporation (hereinafter referred to as "GRANTOR") and ANDRE JACKSON, his heirs, successors and assigns (hereinafter referred to as "GRANTEE"),

WITNESSETH:

WHEREAS the City Council of the City of Montgomery, Alabama, by Ordinance # _____ (Attached hereto as Exhibit "B") duly, properly and legally made and passed on the _____ day of _____, 2017, and entered on its minutes directing the disposal and declaring the hereinafter described real property as surplus and not needed for public or municipal purposes and directing Todd Strange, its Mayor, to make title thereto, which Ordinance has been duly and legally advertised in accordance to the laws and statutes of the State of Alabama, and no objection having been made to said Ordinance, the hereinafter described property located in the City and County of

Montgomery, Alabama, more particularly described on Exhibit "A", attached hereto (the "Property") to be conveyed by a statutory warranty deed.

Source of Title: Rlpy Book 4003, Page 0209
Parcel #11-06-13-4-002-022.000

WHEREAS, GRANTOR is now desirous of having the title to the Property conveyed to GRANTEE in accordance with the terms and conditions of the above-referred to Ordinance.

NOW, THEREFORE, in consideration of Three Thousand, Five Hundred and no/100 dollars (\$3,500.00), the undersigned, City of Montgomery, Alabama, an Alabama municipal corporation, by its Mayor, does hereby grant, bargain, sell and convey unto the said GRANTEE, all of GRANTOR's right, title, interest, and claim in or to the real estate described in Exhibit "A", which is attached hereto, incorporated herein and made a part hereof as though set forth in full herein, together with all of GRANTOR's right, title and interest in and to any and all fixtures and improvements situated thereon and all of GRANTOR's right, title and interest in and to any and all rights, easements, appurtenances and hereditaments thereunto appertaining.

This conveyance is subject to:

- (i) all (if any) covenants, restrictions, reservations, easements, rights-of-way, agreements and other matters that appear of record in the Office of the Judge of Probate of Montgomery County, Alabama, and all (if any) encroachments, joint driveways, party walls, easements, rights-of-way or other matters which could be revealed by an accurate survey and physical inspection of said Property; and
- (ii) by its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants that Grantee accepts the Property "AS IS" and "WITH ALL FAULTS," and that Grantee releases and waives any claim against Grantor relating to the nature and condition of the Property, including, without limitation, the environmental condition thereof.
- (iii) ALL provisions of the Purchase/Sale Agreement shall survive the closing, including but not limited to Paragraph 10.

TO HAVE AND TO HOLD to the said GRANTEE, and to its successors and assigns in fee simple forever.

IN WITNESS WHEREOF, the said GRANTOR has caused its name to be affixed hereto by Todd Strange, its Mayor, who is authorized, and has caused the same to be attested by Brenda Gale Blalock, its City Clerk, and its corporate seal affixed on this the _____ day of _____, 2017

**INFORMATION REQUIRED BY CODE OF ALABAMA 1975,
SECTION 40-22-1:**

Property Address: 144 Simpson Street,, Montgomery, AL 36104
Grantor's Name: City of Montgomery
Grantor's Address: 103 N. Perry St., Montgomery, AL 36104
Grantee's Name: Andre Jackson
Grantee's Address: 944 Oak Street, Montgomery, AL 36108
Purchase Price/Value: \$3,500.00
Date of Sale:
The purchase price/value claimed above can be verified by sales contract or closing statement between the parties or in the case of value by tax assessor records.

Councillor Larkin made a motion to suspend the rules in order that the foregoing ordinance could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Larkin made a motion to adopt the foregoing ordinance, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this is the time and place to hear and consider the following proposed ordinance:

ORDINANCE NO. 42-2017

**AN ORDINANCE AUTHORIZING PURCHASE AND SALE AGREEMENT
AND SALE OF REAL ESTATE OWNED BY CITY OF MONTGOMERY
(644 DAY STREET, 531 HAMNER STREET & 637 MILDRED STREET)**

WHEREAS, the City of Montgomery, Alabama ("City") owns certain real property located in the City and County of Montgomery, as more particularly described in Exhibit "A" attached hereto ("Property"); and WHEREAS, the Property is surplus property no longer needed for public or municipal purposes, and it is in the public's best interest that any right, title and interest the City may have in and to the said Property be transferred and conveyed to Bridget Lewis with rights of ingress/egress thereto; and

WHEREAS, the City of Montgomery and Bridget Lewis have entered into a Purchase and Sale Agreement dated the _____ day of _____, 2017, copy attached as Exhibit "B", subject to the approval of the City Council, wherein the City agreed to sell and Bridget Lewis has agreed to purchase this Property for a total purchase price \$14,600.00 the certain real Property, more particularly described in Exhibit A.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Montgomery as follows:

(1) The Council has determined that the sale of the Property is for valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and

(2) The City hereby grants to the Mayor the authority to negotiate, enter into and execute the Purchase and Sale Agreement attached as Exhibit "B" and said Purchase and Sale

Agreement is hereby approved and Todd Strange, as Mayor, is hereby authorized to sign and execute said Purchase and Sale Agreement and to enter into and to execute a Statutory Warranty Deed in the form attached as Exhibit "C." The Property is to be conveyed subject to the following:

1. Any lien or charge for general or special taxes or assessment not yet delinquent.
2. By its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants (i) that Grantee accepts the Property "AS IS" and "WITH ALL FAULTS," and (ii) that Grantee releases and waives any claim against Grantor relating to the nature and condition of the Property, including, without limitation, the environmental condition thereof.
3. The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the property to Seller, shall be available to Seller. In the event Seller elects for the property to revert to it, upon thirty (30) days written notice to Purchaser, title to the Property together with any improvements shall automatically revert to the Seller and Purchaser shall execute and deliver a statutory warranty deed re-conveying property to Seller. No failure on the part of the Seller to enforce any covenant herein, nor the waiver of any right hereunder by the Seller, shall discharge or invalidate such covenant or any other covenant, condition or restriction hereof, or affect the right of Seller to enforce the same in event of subsequent breach.

And to execute any and all other documents and instruments pertaining thereto.

EXHIBIT A

PARCEL 1:

Street Address: 644 Day Street, Montgomery, AL 36104

Legal Description: COM AT NE INT HOLT ST & DAY ST TH E 248 TO POB TH N 74 TH E 40 TH S 74 TH W 40 TO POB

Being and intended to be and include all land that is part of Parcel #11-06-13-2-013-031.001.

PARCEL 2:

Street Address: 531 Hamner St, Montgomery, AL 36104

Legal Description: HAMNER HALL PLAT BK 1 PAGE 71 BEG AT NE COR HAMNER & MILDRED

Being and intended to be and include all land that is part of Parcel #11-06-13-2-010-014.000.

PARCEL 3:

Street Address: 637 Mildred St, Montgomery, AL 36104

Legal Description: SUSAN P ALLEN PLAT LOT 8 BLOCK # BOOK 001 PAGE 037

Being and intended to be and include all land that is part of Parcel #11-06-13-2-009-008.000.

EXHIBIT B

PURCHASE / SALE AGREEMENT

**STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)**

PURCHASE/SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and between CITY OF MONTGOMERY, an Alabama Municipal Corporation (hereinafter referred to as "Seller"), and BRIDGET LEWIS (hereinafter referred to as "Buyer");

1. PURCHASE AND SALE.

1.1 Subject to the conditions set forth in section 1.2, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, under and subject to the terms, conditions and provisions hereof, that certain real property located at:

PARCEL 1:

Street Address: 644 Day Street, Montgomery, AL 36104

Legal Description: COM AT NE INT HOLT ST & DAY ST TH E 248 TO POB TH N 74 TH E 40 TH S 74 TH W 40 TO POB

Being and intended to be and include all land that is part of Parcel #11-06-13-2-013-031.001.

PARCEL 2:

Street Address: 531 Hamner St, Montgomery, AL 36104

Legal Description: HAMNER HALL PLAT BK 1 PAGE 71 BEG AT NE COR HAMNER & MILDRED

Being and intended to be and include all land that is part of Parcel #11-06-13-2-010-014.000.

PARCEL 3:

Street Address: 637 Mildred St, Montgomery, AL 36104

Legal Description: SUSAN P ALLEN PLAT LOT 8 BLOCK # BOOK 001 PAGE 037

Being and intended to be and include all land that is part of Parcel #11-06-13-2-009-008.000.

1.2 This Agreement to purchase and sell is subject to the approval of the sale by the City Council of the City of Montgomery.

2. PURCHASE PRICE. The purchase price of the Property (the "Purchase Price") shall be \$14,600.00 (Parcel 1: \$5,800.00, Parcel 2: \$3,400.00, Parcel 3: \$5,400.00) (Fourteen Thousand, Six Thousand Dollars and no/100). The Purchase Price shall be payable by Buyer as follows:

(a) The sum of One Thousand and No/100 Dollars (\$1,000.00), as Earnest Money (the "Earnest Money"), to be deposited by Buyer with Martin Closing Services, LLC / James G. Martin, Jr., attorney at law, as escrow agent (the "Escrow Agent"), within two (2) business days after Buyer's receipt of a fully executed copy of this Agreement.

(b) The balance of the Purchase Price, after deductions for credits and prorations as herein provided, shall be paid in full by Buyer at the closing by cashier's or certified check or wire transfer. The Earnest Money shall be paid to Seller at closing and credited against the Purchase Price.

(c) Seller and Buyer hereby authorize the Escrow Agent to hold the Earnest Money in trust pending the fulfillment of this Agreement. The Escrow Agent is not a party to this Agreement and does not make any warranty or representation to the Buyer regarding the subject matter of this Agreement and does not warrant or guarantee performance of any covenant, agreement, representation or warranty to the Buyer. Any check or other form of payment representing the Earnest Money will be deposited into an escrow account and shall be held without interest or other charges to or for the benefit of any party. In the event either Buyer or Seller claims the Earnest Money, the Escrow Agent has the right to request from the other party a written release of liability which authorizes the release of the Earnest Money. Further, without the written authorization of the other party, the Escrow Agent, shall, at its option, either retain the Earnest Money until there is a written agreement among the parties or interplead the disputed portion of the Earnest Money into court. The Escrow Agent shall be entitled to deduct from the Earnest Money any court costs, attorney's fees and other expenses relating to the interpleader, as well as an administration fee on account thereof.

2.1 If without fault on the part of the Seller, Buyer fails to close pursuant to Section 5 or to perform in accordance with the terms hereof, Buyer agrees and consents that the Earnest Money may be awarded to and retained by Seller, at Seller's sole option.

3. INSPECTION PERIOD and RIGHT OF ENTRY:

3.1 Buyer shall have a period of fifteen (15) days after the effective date of this Agreement, ("Inspection Period") to satisfy itself as to any or all matters or conditions pertaining to the property and the intended use and development thereof. During the Inspection Period, Buyer shall have the right to inspect the Property, to conduct a land use, engineering and environmental studies and reviews with respect to the Property, to conduct a market analysis of the Property and the intended use thereof, to confirm and seek, as necessary, zoning, zoning variance(s) and other governmental land use approvals, permits and licenses with respect to the Property and the intended use thereof. Notwithstanding anything contained in this Agreement to the contrary, in the event Buyer determines, in its sole and absolute discretion, that the Property is not satisfactory for any reason, Buyer shall have the right to terminate this Agreement at any time, without explanation for its reason of termination, on or before the expiration of the inspection period by delivering to Seller Buyer's notice in writing ("Termination Notice"), and in such event, the Earnest Money shall be refunded to Buyer and all rights and obligations hereunder shall cease and terminate. In the event this Agreement is not terminated by Buyer within the Inspection Period, it shall be deemed accepted and the parties hereto shall proceed to close this sale as set forth herein.

4. TITLE AND CLOSING:

4.1 Upon approval by the Montgomery City Council of the proposed sale,

Seller shall within ten (10) days provide Buyer with a title opinion or other evidence of title dating back at least Forty (40) years, which shall be updated demonstrating fee simple marketable title free and clear of all liens and encumbrances except as herein stated, as of the date of closing. Buyer understands that they are buying property which Seller has obtained via tax sale and conveyance. Should Seller's title reveal any legal defects in the title, Buyer shall furnish Seller with a written statement of legal defects and Seller shall have sixty (60) days after the receipt of such objections to satisfy all valid title objections, and if Seller fails to satisfy such objections within said sixty day period, then at the option of the Buyer, evidenced by written notice to Seller given within five (5) days after the expiration of said sixty (60) day period, Buyer may (i) choose to rescind this contract and receive the return of the Earnest Money; or (ii) elect to close the Property and receive the deed required herein from Seller irrespective of such title objections without reduction of the purchase price, except that liens affecting the Property which are dischargeable by the payment of money are to be paid and satisfied at closing out of the purchase price.

4.2 If Buyer approves the title, the sale shall be closed within fifteen (15) days. The sale shall be closed at the office of the attorney for the Seller in Montgomery, Alabama, at a time and date designated by Buyer. At closing, Seller shall deliver to Buyer a Statutory Warranty Deed, conveying to Buyer a good and marketable, indefeasible fee simple title in and to the Property, free and clear of all encumbrances, subject only to zoning and exceptions acceptable to or otherwise waived by Buyer. At closing, Buyer shall pay by cashiers or certified check or wire transfer the Purchase Price, with the Earnest Money, if any, credited against and deducted from the Purchase Price. Seller shall contribute up to \$1,500.00 towards closing costs. Buyer shall be responsible for any other closing costs in excess of Seller contribution. Seller shall pay its own attorney's fee and any costs of closing not specifically apportioned herein. Ad valorem property taxes, if any, shall be prorated as of date of closing. Except for the right of entry granted herein, possession shall be given to Buyer on the date of closing, free and clear of all tenancies and parties in possession.

5. If Seller has complied with all of its obligations herein contained, and all of the conditions herein have been satisfied, but Buyer fails to proceed with the purchase of the Property, then Seller, as its sole remedy, may terminate the contract and the Earnest Money, if any, shall be awarded and paid to the Seller as liquidated damages. If Seller defaults, violates, or breaches any of its warranties, covenants, obligations and representations herein provided, then in such event Buyer may, as its sole remedy declare this Agreement cancelled and of no further force and effect and promptly receive a return of the Earnest Money.

6. Seller warrants and represents to Buyer and Buyer warrants to Seller that there are brokerage fees, commissions, or charges owed in connection with the transaction contemplated to EXIT Hodges Real Estate. The listing company is EXIT Hodges Real Estate and it is an agent of the Seller. The selling company is EXIT Hodges Real Estate and it is assisting the buyer/seller as a transactional broker.

7. Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as, or concerning, and Buyer hereby waives and releases any claim or cause of action, past, present or future as to or concerning, the nature or condition of the Property including, but not limited to (i) the water, soil, environmental and geological condition, and the suitability thereof and any improvements now or hereafter to be located thereon for any and all activities and uses, (ii) except for any title warranty under the deed to be delivered by Seller to Buyer at the closing, the nature, quality, extent or assignability of Seller's title or any right-of-way, easement, lease, possessory right, restriction, license, reservation, condition or other matter affecting title to or rights or interest in the Property, (iii) the Property's compliance with any statute, code, ordinance, regulation or other law, (iv) the accuracy or completeness of any information or documentation provided or to be provided to Buyer, and (v) any other matter relating to the Property or Seller. Seller has not made and does not make any warranty or representation concerning the physical condition, operation, compliance with law or any other matter affecting or related to the Property, except as may otherwise be specifically stated in this Agreement. Buyer expressly acknowledges that no such other representation has been made. It is expressly understood and agreed that with respect to the physical nature or condition of the Property, the Property is to be sold "AS IS" and

"WITH ALL FAULTS," without any representation or warranty by Seller, Buyer expressly represents to Seller that Buyer is entering into this Agreement without relying upon any such representation or warranty by Seller, its employees, agents or contractors, or by any other person or entity with respect to the condition of or any other matter relating to the Property. The provisions of this section shall not merge in, and shall survive, the conveyance of the Property to Buyer.

8. Any notice permitted or required to be given hereunder, including without limitation notice of the exercise or termination of this Agreement, shall be made in writing sent to receiving party at the address set forth below by Certified Mail, return receipt requested, and shall be deemed given by either party to the other when the same is deposited in the United States Mail as Certified, return receipt requested with postage prepaid sufficient to deliver to its addressed destination whether or not the receiving party receives the same. The addresses of the parties are as follows:

Seller: City of Montgomery, Alabama
Attention:
103 North Perry Street (36104)
P. O. Box 1111 (36101-1111)
Montgomery, AL

Buyer: Bridget Lewis
919 Jefferson Avenue
East Point, GA 30344

9. In the event it becomes necessary for either Seller or Buyer to employ the services of an attorney to enforce any term, covenant or provisions of this Agreement, then each party agrees to pay their own attorney's fees in connection with such action.

10. Buyer hereby agrees to abide by the following conditions:

The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the property to Seller, shall be available to Seller. In the event Seller elects for the property to revert to it, upon thirty (30) days written notice to Purchaser, title to the Property together with any improvements shall automatically revert to the Seller and Purchaser shall execute and deliver a statutory warranty deed re-conveying property to Seller. No failure on the part of the Seller to enforce any covenant herein, nor the waiver of any right hereunder by the Seller, shall discharge or invalidate such covenant or any other covenant, condition or restriction hereof, or affect the right of Seller to enforce the same in event of subsequent breach. THE PROVISIONS OF THIS PARAGRAPH 10 SHALL SURVIVE THE CLOSING AND SHALL BE DEEMED TO RUN WITH THE LAND.

11. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its officers thereunto duly authorized as of this _____ day of _____, 2017.

STATUTORY WARRANTY DEED

This Instrument Was Prepared By:
James G. Martin, Jr.
Attorney at Law
8429 Crossland Loop
Montgomery, Alabama 36117
Phone (334) 270-1211

Send Tax Notice To:
Isaiah Sankey

313 Mildred Street
Montgomery, AL 36104

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
MONTGOMERY COUNTY)

This Deed made and entered into on this the _____ day of _____, 2017, by and between CITY OF MONTGOMERY, an Alabama municipal corporation (hereinafter referred to as "GRANTOR") and ISIAAH SANKEY, his heirs, successors and assigns (hereinafter referred to as "GRANTEE"),

WITNESSETH:

WHEREAS the City Council of the City of Montgomery, Alabama, by Ordinance # _____ (Attached hereto as Exhibit "B") duly, properly and legally made and passed on the _____ day of _____, 2017, and entered on its minutes directing the disposal and declaring the hereinafter described real property as surplus and not needed for public or municipal purposes and directing Todd Strange, its Mayor, to make title thereto, which Ordinance has been duly and legally advertised in accordance to the laws and statutes of the State of Alabama, and no objection having been made to said Ordinance, the hereinafter described property located in the City and County of Montgomery, Alabama, more particularly described on Exhibit "A", attached hereto (the "Property") to be conveyed by a statutory warranty deed.

PARCEL 1:
Source of Title: Rlpy Book 4003, Page 0207
Parcel #11-06-13-1-010-009.000.

PARCEL 2:
Source of Title: Rlpy Book 4003, Page 0269
Parcel #11-06-13-2-010-014.000.

WHEREAS, GRANTOR is now desirous of having the title to the Property conveyed to GRANTEE in accordance with the terms and conditions of the above-referred to Ordinance.

NOW, THEREFORE, in consideration of Five Thousand, Six Hundred and no/100 dollars (\$5,600.00), the undersigned, City of Montgomery, Alabama, an Alabama municipal corporation, by its Mayor, does hereby grant, bargain, sell and convey unto the said GRANTEE, all of GRANTOR's right, title, interest, and claim in or to the real estate described in Exhibit "A", which is attached hereto, incorporated herein and made a part hereof as though set forth in full herein, together with all of GRANTOR's right, title and interest in and to any and all fixtures and improvements situated thereon and all of GRANTOR's right, title and interest in and to any and all rights, easements, appurtenances and hereditaments thereunto appertaining.

This conveyance is subject to:

- (i) all (if any) covenants, restrictions, reservations, easements, rights-of-way, agreements and other matters that appear of record in the Office of the Judge of Probate of Montgomery County, Alabama, and all (if any) encroachments, joint driveways, party walls, easements, rights-of-way or other matters which could be revealed by an accurate survey and physical inspection of said Property; and**

(ii) by its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants that Grantee accepts the Property "AS IS" and "WITH ALL FAULTS," and that Grantee releases and waives any claim against Grantor relating to the nature and condition of the Property, including, without limitation, the environmental condition thereof.

(iii) ALL provisions of the Purchase/Sale Agreement shall survive the closing, including but not limited to Paragraph 10.

TO HAVE AND TO HOLD to the said GRANTEE, and to its successors and assigns in fee simple forever.

IN WITNESS WHEREOF, the said GRANTOR has caused its name to be affixed hereto by Todd Strange, its Mayor, who is authorized, and has caused the same to be attested by Brenda Gale Blalock, its City Clerk, and its corporate seal affixed on this the _____ day of _____, 2017

INFORMATION REQUIRED BY CODE OF ALABAMA 1975, SECTION 40-22-1:

Property Address: 541 Holcombe Street, Montgomery, AL 36104 and 545 Holcombe Street, Montgomery, AL 36104

Grantor's Name: City of Montgomery

Grantor's Address: 103 N. Perry St., Montgomery, AL 36104

Grantee's Name: Isaiah Sankey

Grantee's Address: 313 Mildred St; Montgomery, AL 36104

Purchase Price/Value: \$5,600.00

Date of Sale:

The purchase price/value claimed above can be verified by sales contract or closing statement between the parties or in the case of value by tax assessor records.

Councillor Larkin made a motion to suspend the rules in order that the foregoing ordinance could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Larkin made a motion to adopt the foregoing ordinance, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed ordinance:

ORDINANCE NO. 43-2017

AN ORDINANCE AUTHORIZING PURCHASE AND SALE AGREEMENT

**AND SALE OF REAL ESTATE OWNED BY CITY OF MONTGOMERY
(616 STEPHENS STREET)**

WHEREAS, the City of Montgomery, Alabama ("City") owns certain real property located in the City and County of Montgomery, as more particularly described in Exhibit "A" attached hereto ("Property"); and WHEREAS, the Property is surplus property no longer needed for public or municipal purposes, and it is in the public's best interest that any right, title and interest the City may have in and to the said Property be transferred and conveyed to Seneca Shine with rights of ingress/egress thereto; and

WHEREAS, the City of Montgomery and Seneca Shine have entered into a Purchase and Sale Agreement dated the _____ day of _____, 2017, copy attached as Exhibit "B", subject to the approval of the City Council, wherein the City agreed to sell and Seneca Shine has agreed to purchase this Property for a total purchase price \$2,000.00 the certain real Property, more particularly described in Exhibit A.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Montgomery as follows:

(1) The Council has determined that the sale of the Property is for valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and

(2) The City hereby grants to the Mayor the authority to negotiate, enter into and execute the Purchase and Sale Agreement attached as Exhibit "B" and said Purchase and Sale

Agreement is hereby approved and Todd Strange, as Mayor, is hereby authorized to sign and execute said Purchase and Sale Agreement and to enter into and to execute a Statutory Warranty Deed in the form attached as Exhibit "C." The Property is to be conveyed subject to the following:

1. Any lien or charge for general or special taxes or assessment not yet delinquent.
2. By its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants (i) that Grantee accepts the Property "AS IS" and "WITH ALL FAULTS," and (ii) that Grantee releases and waives any claim against Grantor relating to the nature and condition of the Property, including, without limitation, the environmental condition thereof.
3. The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the property to Seller, shall be available to Seller. In the event Seller elects for the property to revert to it, upon thirty (30) days written notice to Purchaser, title to the Property together with any improvements shall automatically revert to the Seller and Purchaser shall execute and deliver a statutory warranty deed re-conveying property to Seller. No failure on the part of the Seller to enforce any covenant herein, nor the waiver of any right hereunder by the Seller, shall discharge or invalidate such covenant or any other covenant, condition or restriction hereof, or affect the right of Seller to enforce the same in event of subsequent breach.

And to execute any and all other documents and instruments pertaining thereto.

EXHIBIT A

616
Street Address: 616 Stephens St, Montgomery, AL 36108

STREET

Legal Description: COMPTON RESUB OF WOODROW PLAT BK 6 PG 14 LOTS 8 9 SQ 4 COMPTON RESUB OF WOODROW MONTGY. Being and intended to be and include all land that is part of Parcel #11-06-24-2-016-017.000

EXHIBIT B

PURCHASE / SALE AGREEMENT

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)

PURCHASE/SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and between CITY OF MONTGOMERY, an Alabama Municipal Corporation (hereinafter referred to as "Seller"), and SENECA SHINE (hereinafter referred to as "Buyer");

1. PURCHASE AND SALE.

1.1 Subject to the conditions set forth in section 1.2, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, under and subject to the terms, conditions and provisions hereof, that certain real property located at:

Street Address: 616 Stephens Street, Montgomery, AL 36108

Legal Description: COMPTON RESUB OF WOODROW PLAT BK 6 PG 14 LOTS 8 9 SQ 4 COMPTON RESUB OF WOODROW MONTGY. Being and intended to be and include all land that is part of Parcel #11-06-24-2-016-017.000

1.2 This Agreement to purchase and sell is subject to the approval of the sale by the City Council of the City of Montgomery.

2. **PURCHASE PRICE.** The purchase price of the Property (the "Purchase Price") shall be \$2,000.00 (Two Thousand Dollars and no/100). The Purchase Price shall be payable by Buyer as follows:

(a) The sum of One Thousand and No/100 Dollars (\$1,000.00), as Earnest Money (the "Earnest Money"), to be deposited by Buyer with Martin Closing Services, LLC / James G. Martin, Jr., attorney at law, as escrow agent (the "Escrow Agent"), within two (2) business days after Buyer's receipt of a fully executed copy of this Agreement.

(b) The balance of the Purchase Price, after deductions for credits and prorations as herein provided, shall be paid in full by Buyer at the closing by cashier's or certified check or wire transfer. The Earnest Money shall be paid to Seller at closing and credited against the Purchase Price.

(c) Seller and Buyer hereby authorize the Escrow Agent to hold the Earnest Money in trust pending the fulfillment of this Agreement. The Escrow Agent is not a party to this Agreement and does not make any warranty or representation to the Buyer regarding the subject matter of this Agreement and does not warrant or guarantee performance of any covenant, agreement, representation or warranty to the Buyer. Any check or other form of payment representing the Earnest Money will be deposited into an escrow account and shall be held without interest or other charges to or for the benefit of any party. In the event either Buyer or Seller claims the Earnest Money, the Escrow Agent has the right to request from the other party a written release of liability which authorizes the release of the Earnest Money.

Further, without the written authorization of the other party, the Escrow Agent, shall, at its option, either retain the Earnest Money until there is a written agreement among the parties or interplead the disputed portion of the Earnest Money into court. The Escrow Agent shall be entitled to deduct from the Earnest Money any court costs, attorney's fees and other expenses relating to the interpleader, as well as an administration fee on account thereof.

2.1 If without fault on the part of the Seller, Buyer fails to close pursuant to Section 5 or to perform in accordance with the terms hereof, Buyer agrees and consents that the Earnest Money may be awarded to and retained by Seller, at Seller's sole option.

3. INSPECTION PERIOD and RIGHT OF ENTRY:

3.1 Buyer shall have a period of fifteen (15) days after the effective date of this Agreement, ("Inspection Period") to satisfy itself as to any or all matters or conditions pertaining to the property and the intended use and development thereof. During the Inspection Period, Buyer shall have the right to inspect the Property, to conduct a land use, engineering and environmental studies and reviews with respect to the Property, to conduct a market analysis of the Property and the intended use thereof, to confirm and seek, as necessary, zoning, zoning variance(s) and other governmental land use approvals, permits and licenses with respect to the Property and the intended use thereof. Notwithstanding anything contained in this Agreement to the contrary, in the event Buyer determines, in its sole and absolute discretion, that the Property is not satisfactory for any reason, Buyer shall have the right to terminate this Agreement at any time, without explanation for its reason of termination, on or before the expiration of the inspection period by delivering to Seller Buyer's notice in writing ("Termination Notice"), and in such event, the Earnest Money shall be refunded to Buyer and all rights and obligations hereunder shall cease and terminate. In the event this Agreement is not terminated by Buyer within the Inspection Period, it shall be deemed accepted and the parties hereto shall proceed to close this sale as set forth herein.

4. TITLE AND CLOSING:

4.1 Upon approval by the Montgomery City Council of the proposed sale, Seller shall within ten (10) days provide Buyer with a title opinion or other evidence of title dating back at least Forty (40) years, which shall be updated demonstrating fee simple marketable title free and clear of all liens and encumbrances except as herein stated, as of the date of closing. Buyer understands that they are buying property which Seller has obtained via tax sale and conveyance. Should Seller's title reveal any legal defects in the title, Buyer shall furnish Seller with a written statement of legal defects and Seller shall have sixty (60) days after the receipt of such objections to satisfy all valid title objections, and if Seller fails to satisfy such objections within said sixty day period, then at the option of the Buyer, evidenced by written notice to Seller given within five (5) days after the expiration of said sixty (60) day period, Buyer may (i) choose to rescind this contract and receive the return of the Earnest Money; or (ii) elect to close the Property and receive the deed required herein from Seller irrespective of such title objections without reduction of the purchase price, except that liens affecting the Property which are dischargeable by the payment of money are to be paid and satisfied at closing out of the purchase price.

4.2 If Buyer approves the title, the sale shall be closed within fifteen (15) days. The sale shall be closed at the office of the attorney for the Seller in Montgomery, Alabama, at a time and date designated by Buyer. At closing, Seller shall deliver to Buyer a Statutory Warranty Deed, conveying to Buyer a good and marketable, indefeasible fee simple title in and to the Property, free and clear of all encumbrances, subject only to zoning and exceptions acceptable to or otherwise waived by Buyer. At closing, Buyer shall pay by cashiers or certified check or wire transfer the Purchase Price, with the Earnest Money, if any, credited against and deducted from the Purchase Price. Buyer shall bear its own attorney's fees, all closing costs and the cost of recording the deed and its costs and expenses and those required herein to be paid by Buyer. Seller shall pay its own attorney's fee and any costs of closing not specifically apportioned herein. Ad valorem property taxes, if any, shall be prorated as of date of closing. Except for the right of entry granted herein, possession shall be given to Buyer on the date of closing, free and clear of all tenancies and parties in possession.

5. If Seller has complied with all of its obligations herein contained, and all of the conditions herein have been satisfied, but Buyer fails to proceed with the purchase of the Property, then Seller, as its sole remedy, may terminate the contract and the Earnest Money, if any, shall be awarded and paid to the Seller as liquidated damages. If Seller defaults, violates, or breaches any of its warranties, covenants, obligations and representations herein provided, then in such event Buyer may, as its sole remedy declare this Agreement cancelled and of no further force and effect and promptly receive a return of the Earnest Money.

6. Seller warrants and represents to Buyer and Buyer warrants to Seller that there are brokerage fees, commissions, or charges owed in connection with the transaction contemplated to EXIT Hodges Real Estate. The listing company is EXIT Hodges Real Estate and it is an agent of the Seller. The selling company is EXIT Hodges Real Estate and it is assisting the buyer/seller as a transactional broker.

7. Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as, or concerning, and Buyer hereby waives and releases any claim or cause of action, past, present or future as to or concerning, the nature or condition of the Property including, but not limited to (i) the water, soil, environmental and geological condition, and the suitability thereof and any improvements now or hereafter to be located thereon for any and all activities and uses, (ii) except for any title warranty under the deed to be delivered by Seller to Buyer at the closing, the nature, quality, extent or assignability of Seller's title or any right-of-way, easement, lease, possessory right, restriction, license, reservation, condition or other matter affecting title to or rights or interest in the Property, (iii) the Property's compliance with any statute, code, ordinance, regulation or other law, (iv) the accuracy or completeness of any information or documentation provided or to be provided to Buyer, and (v) any other matter relating to the Property or Seller. Seller has not made and does not make any warranty or representation concerning the physical condition, operation, compliance with law or any other matter affecting or related to the Property, except as may otherwise be specifically stated in this Agreement. Buyer expressly acknowledges that no such other representation has been made. It is expressly understood and agreed that with respect to the physical nature or condition of the Property, the Property is to be sold "AS IS" and "WITH ALL FAULTS," without any representation or warranty by Seller, Buyer expressly represents to Seller that Buyer is entering into this Agreement without relying upon any such representation or warranty by Seller, its employees, agents or contractors, or by any other person or entity with respect to the condition of or any other matter relating to the Property. The provisions of this section shall not merge in, and shall survive, the conveyance of the Property to Buyer.

8. Any notice permitted or required to be given hereunder, including without limitation notice of the exercise or termination of this Agreement, shall be made in writing sent to receiving party at the address set forth below by Certified Mail, return receipt requested, and shall be deemed given by either party to the other when the same is deposited in the United States Mail as Certified, return receipt requested with postage prepaid sufficient to deliver to its addressed destination whether or not the receiving party receives the same. The addresses of the parties are as follows:

Seller: City of Montgomery, Alabama
Attention:
103 North Perry Street (36104)
P. O. Box 1111 (36101-1111)
Montgomery, AL

Buyer: Seneca Shine
163 W. Woodland Dr
Montgomery, AL 36105

9. In the event it becomes necessary for either Seller or Buyer to employ the services of an attorney to enforce any term, covenant or provisions of this Agreement, then each party agrees to pay their own attorney's fees in connection with such action.

10. Buyer hereby agrees to abide by the following conditions:

The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the property to Seller, shall be available to Seller. In the event Seller elects for the property to revert to it, upon thirty (30) days written notice to Purchaser, title to the Property together with any improvements shall automatically revert to the Seller and Purchaser shall execute and deliver a statutory warranty deed re-conveying property to Seller. No failure on the part of the Seller to enforce any covenant herein, nor the waiver of any right hereunder by the Seller, shall discharge or invalidate such covenant or any other covenant, condition or restriction hereof, or affect the right of Seller to enforce the same in event of subsequent breach. THE PROVISIONS OF THIS PARAGRAPH 10 SHALL SURVIVE THE CLOSING AND SHALL BE DEEMED TO RUN WITH THE LAND.

11. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its officers thereunto duly authorized as of this _____ day of _____, 2017.

EXHIBIT C

STATUTORY WARRANTY DEED

This Instrument Was Prepared By:
James G. Martin, Jr.
Attorney at Law
8429 Crossland Loop
Montgomery, Alabama 36117
Phone (334) 270-1211

Send Tax Notice To:
Seneca Shine

163 W. Woodland Drive
Montgomery, AL 36105

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
MONTGOMERY COUNTY)

This Deed made and entered into on this the _____ day of _____, 2017, by and between CITY OF MONTGOMERY, an Alabama municipal corporation (hereinafter referred to as "GRANTOR") and SENECA SHINE, his heirs, successors and assigns (hereinafter referred to as "GRANTEE"),

WITNESSETH:

WHEREAS the City Council of the City of Montgomery, Alabama, by Ordinance # _____ (Attached hereto as Exhibit "B") duly, properly and legally made and passed on the _____ day of _____, 2017, and entered on its minutes directing the disposal and declaring the hereinafter described real property as surplus and not needed for public or municipal purposes and directing Todd Strange, its Mayor, to make title thereto, which Ordinance has been duly and legally advertised in accordance to the laws and statutes of the State of Alabama, and no objection having been made to said Ordinance, the hereinafter described property located in the City and County of

Montgomery, Alabama, more particularly described on Exhibit "A", attached hereto (the "Property") to be conveyed by a statutory warranty deed.

Source of Title: Rlpy Book 4003, Page 0264
Parcel #11-06-24-2-016-017.000

WHEREAS, GRANTOR is now desirous of having the title to the Property conveyed to GRANTEE in accordance with the terms and conditions of the above-referred to Ordinance.

NOW, THEREFORE, in consideration of Two Thousand and no/100 dollars (\$2,000.00), the undersigned, City of Montgomery, Alabama, an Alabama municipal corporation, by its Mayor, does hereby grant, bargain, sell and convey unto the said GRANTEE, all of GRANTOR's right, title, interest, and claim in or to the real estate described in Exhibit "A", which is attached hereto, incorporated herein and made a part hereof as though set forth in full herein, together with all of GRANTOR's right, title and interest in and to any and all fixtures and improvements situated thereon and all of GRANTOR's right, title and interest in and to any and all rights, easements, appurtenances and hereditaments thereunto appertaining.

This conveyance is subject to:

(i) all (if any) covenants, restrictions, reservations, easements, rights-of-way, agreements and other matters that appear of record in the Office of the Judge of Probate of Montgomery County, Alabama, and all (if any) encroachments, joint driveways, party walls, easements, rights-of-way or other matters which could be revealed by an accurate survey and physical inspection of said Property; and

(ii) by its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants that Grantee accepts the Property "AS IS" and "WITH ALL FAULTS," and that Grantee releases and waives any claim against Grantor relating to the nature and condition of the Property, including, without limitation, the environmental condition thereof.

(iii) ALL provisions of the Purchase/Sale Agreement shall survive the closing, including but not limited to Paragraph 10.

TO HAVE AND TO HOLD to the said GRANTEE, and to its successors and assigns in fee simple forever.

IN WITNESS WHEREOF, the said GRANTOR has caused its name to be affixed hereto by Todd Strange, its Mayor, who is authorized, and has caused the same to be attested by Brenda Gale Blalock, its City Clerk, and its corporate seal affixed on this the _____ day of _____, 2017 Its: City Clerk

INFORMATION REQUIRED BY CODE OF ALABAMA
1975, SECTION 40-22-1:

Property Address: 616 Stephens Street,, Montgomery, AL 36108
Grantor's Name: City of Montgomery
Grantor's Address: 103 N. Perry St., Montgomery, AL 36104
Grantee's Name: Seneca Shine
Grantee's Address: 163 W. Woodland Dr, Montgomery, AL 36105
Purchase Price/Value: \$2,000.00
Date of Sale:
The purchase price/value claimed above can be verified by sales contract or closing statement between the parties or in the case of value by tax assessor records.

Councillor Larkin made a motion to suspend the rules in order that the foregoing ordinance could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Larkin made a motion to adopt the foregoing ordinance, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed ordinance:

ORDINANCE NO. 44-2017

**AN ORDINANCE AUTHORIZING PURCHASE AND SALE AGREEMENT
AND SALE OF REAL ESTATE OWNED BY CITY OF MONTGOMERY
(1514 FERGUSON STREET)**

WHEREAS, the City of Montgomery, Alabama ("City") owns certain real property located in the City and County of Montgomery, as more particularly described in Exhibit "A" attached hereto ("Property"); and WHEREAS, the Property is surplus property no longer needed for public or municipal purposes, and it is in the public's best interest that any right, title and interest the City may have in and to the said Property be transferred and conveyed to JAMES HALL with rights of ingress/egress thereto; and

WHEREAS, the City of Montgomery and JAMES HALL have entered into a Purchase and Sale Agreement dated the _____ day of _____, 2017, copy attached as Exhibit "B", subject to the approval of the City Council, wherein the City agreed to sell and JAMES HALL has agreed to purchase this Property for a total purchase price \$400.00 the certain real Property, more particularly described in Exhibit A.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Montgomery as follows:

(1) The Council has determined that the sale of the Property is for valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and

(2) The City hereby grants to the Mayor the authority to negotiate, enter into and execute the Purchase and Sale Agreement attached as Exhibit "B" and said Purchase and Sale Agreement is hereby approved and Todd Strange, as Mayor, is hereby authorized to sign and execute said Purchase and Sale Agreement and to enter into and to execute a Statutory Warranty Deed in the form attached as Exhibit "C." The Property is to be conveyed subject to the following:

3. Any lien or charge for general or special taxes or assessment not yet delinquent.
4. By its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants (i) that Grantee accepts the Property "AS IS" and "WITH ALL FAULTS," and (ii) that Grantee releases and waives any claim against Grantor relating to the nature and condition of the Property, including, without limitation, the environmental condition thereof.
3. The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief,

specific performance, damages and REVERSION of the property to Seller, shall be available to Seller. In the event Seller elects for the property to revert to it, upon thirty (30) days written notice to Purchaser, title to the Property together with any improvements shall automatically revert to the Seller and Purchaser shall execute and deliver a statutory warranty deed re-conveying property to Seller. No failure on the part of the Seller to enforce any covenant herein, nor the waiver of any right hereunder by the Seller, shall discharge or invalidate such covenant or any other covenant, condition or restriction hereof, or affect the right of Seller to enforce the same in event of subsequent breach.

And to execute any and all other documents and instruments pertaining thereto.

EXHIBIT A

1514 FERGUSON ST.
Street Address: 1514 Ferguson St., Montgomery, AL 36104
Legal Description: NORTH MONTGOMERY PLOT BK 1 PAGE 90 LOT S 36 FT 4 SQ 39 MONTGOMERY MONTGY M ABK P 90. Being and intended to be and include all land that is part of Parcel #10-03-06-1-002-090.000.

EXHIBIT B

PURCHASE / SALE AGREEMENT

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)

PURCHASE/SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and between CITY OF MONTGOMERY, an Alabama Municipal Corporation (hereinafter referred to as "Seller"), and JAMES HALL (hereinafter referred to as "Buyer");

1. PURCHASE AND SALE.

1.1 Subject to the conditions set forth in section 1.2, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, under and subject to the terms, conditions and provisions hereof, that certain real property located at:

Street Address: 1514 Ferguson St., Montgomery, AL 36104

Legal Description: NORTH MONTGOMERY PLOT BK 1 PAGE 90 LOT S 36 FT 4 SQ 39 MONTGOMERY MONTGY M ABK P 90 Being and intended to be and include all land that is part of Parcel #10-03-06-1-002-090.000.

1.2 This Agreement to purchase and sell is subject to the approval of the sale by the City Council of the City of Montgomery.

2. PURCHASE PRICE. The purchase price of the Property (the "Purchase Price") shall be \$400.00 (Four Hundred Dollars and no/100). The Purchase Price shall be payable by Buyer as follows:

(a) The sum of Four Hundred and No/100 Dollars (\$400.00), as Earnest Money (the "Earnest Money"), to be deposited by Buyer with Martin Closing Services, LLC / James G. Martin, Jr., attorney at law, as escrow agent (the "Escrow Agent"), within two (2) business days after Buyer's receipt of a fully executed copy of this Agreement.

(b) The balance of the Purchase Price, after deductions for credits and prorations as herein provided, shall be paid in full by Buyer at the closing by cashier's or certified check or wire transfer. The Earnest Money shall be paid to Seller at closing and credited against the Purchase Price.

(c) Seller and Buyer hereby authorize the Escrow Agent to hold the Earnest Money in trust pending the fulfillment of this Agreement. The Escrow Agent is not a party to this Agreement and does not make any warranty or representation to the Buyer regarding the subject matter of this Agreement and does not warrant or guarantee performance of any covenant, agreement, representation or warranty to the Buyer. Any check or other form of payment representing the Earnest Money will be deposited into an escrow account and shall be held without interest or other charges to or for the benefit of any party. In the event either Buyer or Seller claims the Earnest Money, the Escrow Agent has the right to request from the other party a written release of liability which authorizes the release of the Earnest Money. Further, without the written authorization of the other party, the Escrow Agent, shall, at its option, either retain the Earnest Money until there is a written agreement among the parties or interplead the disputed portion of the Earnest Money into court. The Escrow Agent shall be entitled to deduct from the Earnest Money any court costs, attorney's fees and other expenses relating to the interpleader, as well as an administration fee on account thereof.

2.1 If without fault on the part of the Seller, Buyer fails to close pursuant to Section 5 or to perform in accordance with the terms hereof, Buyer agrees and consents that the Earnest Money may be awarded to and retained by Seller, at Seller's sole option.

3. INSPECTION PERIOD and RIGHT OF ENTRY:

3.1 Buyer shall have a period of fifteen (15) days after the effective date of this Agreement, ("Inspection Period") to satisfy itself as to any or all matters or conditions pertaining to the property and the intended use and development thereof. During the Inspection Period, Buyer shall have the right to inspect the Property, to conduct a land use, engineering and environmental studies and reviews with respect to the Property, to conduct a market analysis of the Property and the intended use thereof, to confirm and seek, as necessary, zoning, zoning variance(s) and other governmental land use approvals, permits and licenses with respect to the Property and the intended use thereof. Notwithstanding anything contained in this Agreement to the contrary, in the event Buyer determines, in its sole and absolute discretion, that the Property is not satisfactory for any reason, Buyer shall have the right to terminate this Agreement at any time, without explanation for its reason of termination, on or before the expiration of the inspection period by delivering to Seller Buyer's notice in writing ("Termination Notice"), and in such event, the Earnest Money shall be refunded to Buyer and all rights and obligations hereunder shall cease and terminate. In the event this Agreement is not terminated by Buyer within the Inspection Period, it shall be deemed accepted and the parties hereto shall proceed to close this sale as set forth herein.

4. TITLE AND CLOSING:

4.1 Upon approval by the Montgomery City Council of the proposed sale, Seller shall within ten (10) days provide Buyer with a title opinion or other evidence of title dating back at least Forty (40) years, which shall be updated demonstrating fee simple marketable title free and clear of all liens and encumbrances except as herein stated, as of the date of closing. Buyer understands that they are buying property which Seller has obtained via tax sale and conveyance. Should Seller's title reveal any legal defects in the title, Buyer shall furnish Seller with a written statement of legal defects and Seller shall have sixty (60) days after the receipt of such objections to satisfy all valid title objections, and if Seller fails to satisfy such objections within said sixty day period, then at the option of the Buyer, evidenced by written notice to Seller given within five (5) days after the expiration of said sixty (60) day period, Buyer may (i) choose to rescind this contract and receive the return of the Earnest Money; or (ii) elect to close the Property and receive the deed required herein from Seller irrespective of such title objections without reduction of the purchase

price, except that liens affecting the Property which are dischargeable by the payment of money are to be paid and satisfied at closing out of the purchase price.

4.2 If Buyer approves the title, the sale shall be closed within fifteen (15) days. The sale shall be closed at the office of the attorney for the Seller in Montgomery, Alabama, at a time and date designated by Buyer. At closing, Seller shall deliver to Buyer a Statutory Warranty Deed, conveying to Buyer a good and marketable, indefeasible fee simple title in and to the Property, free and clear of all encumbrances, subject only to zoning and exceptions acceptable to or otherwise waived by Buyer. At closing, Buyer shall pay by cashiers or certified check or wire transfer the Purchase Price, with the Earnest Money, if any, credited against and deducted from the Purchase Price. Seller shall contribute up to \$150.00 towards closing costs. Buyer shall be responsible for any other closing costs in excess of Seller contribution. Seller shall pay its own attorney's fee and any costs of closing not specifically apportioned herein. Ad valorem property taxes, if any, shall be prorated as of date of closing. Except for the right of entry granted herein, possession shall be given to Buyer on the date of closing, free and clear of all tenancies and parties in possession.

5. If Seller has complied with all of its obligations herein contained, and all of the conditions herein have been satisfied, but Buyer fails to proceed with the purchase of the Property, then Seller, as its sole remedy, may terminate the contract and the Earnest Money, if any, shall be awarded and paid to the Seller as liquidated damages. If Seller defaults, violates, or breaches any of its warranties, covenants, obligations and representations herein provided, then in such event Buyer may, as its sole remedy declare this Agreement cancelled and of no further force and effect and promptly receive a return of the Earnest Money.

6. Seller warrants and represents to Buyer and Buyer warrants to Seller that there are brokerage fees, commissions, or charges owed in connection with the transaction contemplated to EXIT Hodges Real Estate. The listing company is Exit Hodges Realty and it is an agent of the Seller. The selling company is EXIT Hodges Real Estate and it is assisting the buyer/seller as a transactional broker.

7. Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as, or concerning, and Buyer hereby waives and releases any claim or cause of action, past, present or future as to or concerning, the nature or condition of the Property including, but not limited to (i) the water, soil, environmental and geological condition, and the suitability thereof and any improvements now or hereafter to be located thereon for any and all activities and uses, (ii) except for any title warranty under the deed to be delivered by Seller to Buyer at the closing, the nature, quality, extent or assignability of Seller's title or any right-of-way, easement, lease, possessory right, restriction, license, reservation, condition or other matter affecting title to or rights or interest in the Property, (iii) the Property's compliance with any statute, code, ordinance, regulation or other law, (iv) the accuracy or completeness of any information or documentation provided or to be provided to Buyer, and (v) any other matter relating to the Property or Seller. Seller has not made and does not make any warranty or representation concerning the physical condition, operation, compliance with law or any other matter affecting or related to the Property, except as may otherwise be specifically stated in this Agreement. Buyer expressly acknowledges that no such other representation has been made. It is expressly understood and agreed that with respect to the physical nature or condition of the Property, the Property is to be sold "AS IS" and "WITH ALL FAULTS," without any representation or warranty by Seller, Buyer expressly represents to Seller that Buyer is entering into this Agreement without relying upon any such representation or warranty by Seller, its employees, agents or contractors, or by any other person or entity with respect to the condition of or any other matter relating to the Property. The provisions of this section shall not merge in, and shall survive, the conveyance of the Property to Buyer.

8. Any notice permitted or required to be given hereunder, including without limitation notice of the exercise or termination of this Agreement, shall be made in writing sent to receiving party at the address set forth below by Certified Mail, return receipt requested, and shall be deemed given by either party to the other when the same is deposited in the United States Mail as Certified, return receipt requested with postage

prepaid sufficient to deliver to its addressed destination whether or not the receiving party receives the same. The addresses of the parties are as follows:

Seller: City of Montgomery, Alabama
Attention:
103 North Perry Street (36104)
P. O. Box 1111 (36101-1111)
Montgomery, AL

Buyer: James Hall
1421 Gilmer Ave.
Montgomery, AL 36104

9. In the event it becomes necessary for either Seller or Buyer to employ the services of an attorney to enforce any term, covenant or provisions of this Agreement, then each party agrees to pay their own attorney's fees in connection with such action.

10. Buyer hereby agrees to abide by the following condition:
The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the property to Seller, shall be available to Seller. In the event Seller elects for the property to revert to it, upon thirty (30) days written notice to Purchaser, title to the Property together with any improvements shall automatically revert to the Seller and Purchaser shall execute and deliver a statutory warranty deed re-conveying property to Seller. No failure on the part of the Seller to enforce any covenant herein, nor the waiver of any right hereunder by the Seller, shall discharge or invalidate such covenant or any other covenant, condition or restriction hereof, or affect the right of Seller to enforce the same in event of subsequent breach. THE PROVISIONS OF THIS PARAGRAPH 10 SHALL SURVIVE THE CLOSING AND SHALL BE DEEMED TO RUN WITH THE LAND.

11. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its officers thereunto duly authorized as of this _____ day of _____, 2017.

This Instrument Was Prepared By:
James G. Martin, Jr.
Attorney at Law
8429 Crossland Loop
Montgomery, Alabama 36117
Phone (334) 270-1211

Send Tax Notice To:
James Hall

1421 Gilmer Ave
Montgomery, AL 36104

EXHIBIT C

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
MONTGOMERY COUNTY)

This Deed made and entered into on this the _____ day of _____, 2017, by and between CITY OF MONTGOMERY, an Alabama municipal corporation

(hereinafter referred to as "GRANTOR") and JAMES HALL, his heirs, successors and assigns (hereinafter referred to as "GRANTEE"),

WITNESSETH:

WHEREAS the City Council of the City of Montgomery, Alabama, by Ordinance # _____ (Attached hereto as Exhibit "B") duly, properly and legally made and passed on the _____ day of _____, 2017, and entered on its minutes directing the disposal and declaring the hereinafter described real property as surplus and not needed for public or municipal purposes and directing Todd Strange, its Mayor, to make title thereto, which Ordinance has been duly and legally advertised in accordance to the laws and statutes of the State of Alabama, and no objection having been made to said Ordinance, the hereinafter described property located in the City and County of Montgomery, Alabama, more particularly described on Exhibit "A", attached hereto (the "Property") to be conveyed by a statutory warranty deed.

Source of Title: RLPY ; Page ;
Parcel No: 10-03-06-1-002-090.000.

WHEREAS, GRANTOR is now desirous of having the title to the Property conveyed to GRANTEE in accordance with the terms and conditions of the above-referred to Ordinance.

NOW, THEREFORE, in consideration of Four Hundred and no/100 dollars (\$400.00), the undersigned, City of Montgomery, Alabama, an Alabama municipal corporation, by its Mayor, does hereby grant, bargain, sell and convey unto the said GRANTEE, all of GRANTOR's right, title, interest, and claim in or to the real estate described in Exhibit "A", which is attached hereto, incorporated herein and made a part hereof as though set forth in full herein, together with all of GRANTOR's right, title and interest in and to any and all fixtures and improvements situated thereon and all of GRANTOR's right, title and interest in and to any and all rights, easements, appurtenances and hereditaments thereunto appertaining.

This conveyance is subject to:

- (i) all (if any) covenants, restrictions, reservations, easements, rights-of-way, agreements and other matters that appear of record in the Office of the Judge of Probate of Montgomery County, Alabama, and all (if any) encroachments, joint driveways, party walls, easements, rights-of-way or other matters which could be revealed by an accurate survey and physical inspection of said Property; and
- (ii) by its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants that Grantee accepts the Property "AS IS" and "WITH ALL FAULTS," and that Grantee releases and waives any claim against Grantor relating to the nature and condition of the Property, including, without limitation, the environmental condition thereof.
- (iii) ALL provisions of the Purchase/Sale Agreement shall survive the closing, including but not limited to Paragraph 10.

TO HAVE AND TO HOLD to the said GRANTEE, and to its successors and assigns in fee simple forever.

IN WITNESS WHEREOF, the said GRANTOR has caused its name to be affixed hereto by Todd Strange, its Mayor, who is authorized, and has caused the same to be attested by Brenda Gale Blalock, its City Clerk, and its corporate seal affixed on this the _____ day of _____, 2017.

**INFORMATION REQUIRED BY CODE OF ALABAMA 1975,
SECTION 40-22-1:**

Property Address: 1514 Ferguson St., Montgomery, AL 36104

Grantor's Name: City of Montgomery

Grantor's Address: 103 N. Perry St., Montgomery, AL 36104

Grantee's Name: JAMES HALL

Grantee's Address: 1421 Gilmer Ave.; Montgomery, AL 36104

Purchase Price/Value: \$400.00

Date of Sale:

The purchase price/value claimed above can be verified by sales contract or closing statement between the parties or in the case of value by tax assessor records.

Councillor Larkin made a motion to suspend the rules in order that the foregoing ordinance could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Larkin made a motion to adopt the foregoing ordinance, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed resolution:

RESOLUTION NO. 76-2017

**CITY OF MONTGOMERY - METROPOLITAN PLANNING ORGANIZATION (MPO)
FAST ACT UPDATED AUTHORIZING RESOLUTION**

Resolution authorizing the City of Montgomery to enter into agreements with the State of Alabama, acting through the Alabama Department of Transportation, for the Montgomery Metropolitan Planning Organization for the purpose of a continuous, cooperative and comprehensive transportation planning process, to include receiving federal and state funds transportation purposes.

WHEREAS, an area encompassing an area within the municipality of the City of Montgomery has been designated as the Montgomery Urbanized Area by the United States Department of Commerce Bureau of the Census; and

WHEREAS, the Montgomery Metropolitan Planning Organization (MPO) is the organization responsible, together with the State of Alabama, for implementing the applicable provisions of amended of 23 USC 134, 135 (as amended by FAST Act Sections 1201 and 1202, December 2015); 42 USC 2000d-1, 7401; 23 CFR 450 and 500; 40 CFR Parts 51 and 93; and

WHEREAS, MAP-21 (Moving Ahead for Progress in the 21st Century) has been updated and therefore replaced by the FAST (Fixing Americas Surface Transportation) Act on December 4th, 2015 and;

WHEREAS, the Montgomery MPO is required to update its Agreement Concerning a Metropolitan Transportation Planning Process for the Montgomery Urbanized Area to the FAST Act;

WHEREAS, 23 U. S. C. 134 and 49 U. S. C. 1604 (e) and 1607 (a) and (c) requires that each urbanized area, as a condition to receive Federal funding assistance, have a comprehensive, cooperative, and continuing transportation planning process (commonly referred to as the “3-C” Process); and

WHEREAS, a Metropolitan Planning Organization (MPO) is responsible, together with the state, for overseeing and directing the 3-C Process in the Montgomery Urbanized Area at a minimum and Study Area as a whole; and

WHEREAS, the Mayor of the City of Montgomery is a voting member of the MPO, the City of Montgomery City Council has four members as voting members on the MPO, and the City of Montgomery Director of Planning and MPO is a non-voting member on the MPO, the City of Montgomery has representatives on the Transportation Technical Advisory Committee and the Transportation Citizens Advisory Committee which advise the MPO on all transportation policy matters and decisions related to planning, programming and implementation of projects.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Montgomery, Alabama, as follows:

1. That the Mayor is hereby authorized to execute any and all agreements for and on behalf of the City of Montgomery related to the State of Alabama through the Alabama Department of Transportation to obtain Federal and State transportation funding assistance for transportation projects and planning, and the City Clerk is hereby authorized to attest to such execution.
2. That the Mayor is authorized to file and execute with such agreements, assurances or any other related documents required by the Alabama Department of Transportation.
4. The Director of Planning and MPO and Transportation Planning Staff within the Department of Planning at the City of Montgomery are authorized to furnish such additional information as the Alabama Department of Transportation may require in connection with agreements for Federal and State transportation funds.

Mr. Robert Smith, Director of Planning, was present representing this item.

Councillor Bollinger made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Bollinger made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider all objections and protests to the following resolution:

RESOLUTION NO. 77-2017

WHEREAS, Birmingham Highway Inc., d/b/a Marathon Food Mart, 3150 Birmingham Highway, has filed an application for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) Licenses, as indicated on the application form of the State of Alabama Alcoholic Beverage Control Board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, Birmingham Highway Inc., d/b/a Marathon Food Mart, 3150 Birmingham Highway, be and is hereby approved for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) License, and concurrence in the issuance of the license by the State of Alabama Alcoholic Beverage Control Board.

Mr. Chris Hargott was present representing this item. No one was present in opposition to this item.

Councillor Burkette made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Burkette made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider all objections and protests to the following resolution:

RESOLUTION NO. 78-2017

WHEREAS, Rabeya Inc., d/b/a Petro Plus, 2244 West Fairview Avenue, Suite A, has filed an application for a Lounge Retail Liquor – Class II (Package) License, as indicated on the application form of the State of Alabama Alcoholic Beverage Control Board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, Rabeya Inc., d/b/a Petro Plus, 2244 West Fairview Avenue, Suite A, be and is hereby approved for a Lounge Retail Liquor – Class II (Package) License, and concurrence in the issuance of the license by the State of Alabama Alcoholic Beverage Control Board.

Mr. Abu Hena Kamal was present representing this item. No one was present in opposition to this item.

Councillor Burkette made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Burkette made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider all objections and protests to the following resolution:

RESOLUTION NO. 79-2017

WHEREAS, Scott and Zelda Fitzgerald Museum Association Inc., d/b/a The Fitzgerald Museum Gala and Silent Auction, 300 Water Street, Downtown Trainshed, has filed an application for a Non-Profit Tax Exempt Liquor License, as indicated on the application form of the State of Alabama Alcoholic Beverage Control Board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, Scott and Zelda Fitzgerald Museum Association Inc., d/b/a The Fitzgerald Museum Gala and Silent Auction, 300 Water Street, Downtown Trainshed, be and is hereby approved for a Non-Profit Tax Exempt Liquor License, and concurrence in the issuance of the license by the State of Alabama Alcoholic Beverage Control Board.

Ms. Sara Powell was present representing this item. No one was present in opposition to this item.

Councillor Larkin made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Larkin made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider all objections and protests to the following resolution:

RESOLUTION NO. 80-2017

WHEREAS, Lightning Line LLC, d/b/a Lightning Line, 801 North Perry Street, has filed an application for a Special Events Retail Liquor License, as indicated on the application form of the State of Alabama Alcoholic Beverage Control Board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, Lightning Line LLC, d/b/a Lightning Line, 801 North Perry Street, be and is hereby approved for a Special Events Retail Liquor License, and

concurrence in the issuance of the license by the State of Alabama Alcoholic Beverage Control Board.

Mr. Avery Ainsworth was present representing this item. No one was present in opposition to this item.

Councillor Larkin made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Larkin made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed resolution:

RESOLUTION NO. 81-2017

WHEREAS, Evelyn Wilson's term on the Montgomery Clean City Commission expired December 31, 2013; and

WHEREAS, Councillor Bell has nominated Larry Peterson to serve on said board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Larry Peterson be and is hereby appointed to the Montgomery Clean City Commission for a three-year term, with term ending December 31, 2019.

Councillor Bell made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Bell made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed resolution:

RESOLUTION NO. 82-2017

WHEREAS, Albert Wilson has resigned from the Montgomery Clean City Commission with an unexpired term ending November 18, 2017; and

WHEREAS, Councillor Bell has nominated Michael Jackson to serve on said board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Michael Jackson be and is hereby appointed to the Montgomery Clean City Commission for an unexpired term ending November 18, 2017.

Councillor Bell made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Bell made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed authorization of demolition of an unsafe structure at 2 Davis Street.

Councillor Burkette made a motion to authorize the demolition of an unsafe structure at 2 Davis Street, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed authorization of demolition of an unsafe structure at 48 Davis Street.

Councillor Burkette made a motion to authorize the demolition of an unsafe structure at 48 Davis Street, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed authorization of demolition of an unsafe structure at 227 Marshall Street.

Mr. Oscar Gorkin was present representing this item. Mr. Thomas Karrh, of the Housing Codes Division, was present representing the City of Montgomery.

Councillor Burkette requested that this item be carried over to the next regular council meeting, which was the consensus of the Council.

The Clerk stated this was the time and place to hear and consider the following proposed authorization of demolition of an unsafe structure at 608 Oak Street.

Councillor Burkette made a motion to authorize the demolition of an unsafe structure at 608 Oak Street, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed authorization of demolition of an unsafe structure at 623 Clinton Street.

Councillor Larkin made a motion to authorize the demolition of an unsafe structure at 623 Clinton Street, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed authorization of demolition of an unsafe structure at 706 Carter Hill Road.

Attorney Wilson was present representing this item for further information.

Councillor Larkin made a motion to authorize the demolition of an unsafe structure at 706 Carter Hill Road, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed authorization of demolition of an unsafe structure at 5944 Oakleigh Road.

Councillor Larkin made a motion to authorize the demolition of an unsafe structure at 5944 Oakleigh Road, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed resolution:

RESOLUTION NO. 83-2017

WHEREAS, the Council of the City of Montgomery, Alabama ordered that the listed parcels of property in Exhibit "A" attached hereto be abated of the public nuisances described therein; and

WHEREAS, pursuant to Section 11-53B-1, et. seq. Code of Alabama, 1975, the Housing Code Division of the City of Montgomery is presenting to the City Council the cost of abating said unsafe structures in Exhibit "A" attached hereto:

NOW. THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that the amount set opposite each described parcel of land contained in Exhibit "A" attached hereto shall constitute special assessments against such parcels of land and these assessments are hereby confirmed and shall constitute a lien on and against each respective parcel of land for the cost of removing the described unsafe structure. It is directed that a copy of the resolution be delivered to the Revenue Commissioner's Records, County of Montgomery. Said lien shall be superior to all other liens on said property except liens for taxes, and shall continue in force until paid.

DEMOLITION COST RESOLUTION
4/18/2017

1	SHAVERS ANTHONY J 4263 SUNSHINE DR MONTGOMERY AL 36116	Housing Code 0 C00006784	Property: 744 UNDERWOOD ST Parcel: 11 06 24 2 002 013.000 Size: 50 X 150
Location/Remarks: NORTHSIDE, 2 EAST OF HOLT Assessed description: Platname WOODROW PLACE Lot 15 Block 8			
Authorized by Council on 12/6/2016		Contractor Charge: \$2,000.00	Balance: \$2,000.00
2	ROBINSON AMANDA 7260 ROLLING HILL BLVD MONTGOMERY AL 36116	Housing Code 0 C00034055	Property: 1523 OAKLAND ST Parcel: 11 06 24 2 028 016.000 Size: 40 X 100
Location/Remarks: EASTSIDE OF OAKLAND AVE, 11TH NORTH OF STEPHENS Assessed description: Platname EAST KENSINGTON Lot 47 Block 2			
Authorized by Council on 12/20/2016		Contractor Charge: \$2,000.00	Balance: \$2,000.00
3	LOWRY RAYMOND O P O BOX 300 REEDSVILLE WV 26547-0300	Housing Code 0 C00038195	Property: 2107 HIGHLAND AVE Parcel: 10 04 17 1 010 007.000 Size: 50.2 X 160
Location/Remarks: N/S, 2 E OF ARTHUR Assessed description: Platname HIGHLAND PARK SECTION 22 Lot 15 Block B			
Authorized by Council on 12/6/2016		Contractor Charge: \$2,000.00	Balance: \$2,000.00
4	LLOYD ROBERT 5719 BRIDLE PATH LANE MONTGOMERY AL 36116	Housing Code 0 C00039535	Property: 1579 OAKLAND ST Parcel: 11 06 24 2 028 026.000 Size: 40 X 100
Location/Remarks: NEC STEPHENS Assessed description: Platname EAST KENSINGTON Lot 36 Block 2			
Authorized by Council on 12/20/2016		Contractor Charge: \$2,000.00	Balance: \$2,000.00

Councillor Burkette made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Burkette made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed resolution:

RESOLUTION NO. 84-2017

WHEREAS, it has been determined that an accumulation of Dangerous Nuisances exist on the properties described in Exhibit "A" attached hereto; and

WHEREAS, the owners of the described parcels of property have been identified utilizing the Revenue Commissioner's Records in the Montgomery County Court House as those persons listed in Exhibit "A" attached hereto; and

WHEREAS, the described parcels of property are all within the corporate limits of the City of Montgomery.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that pursuant to the provisions of Chapter 12 of the Code of Ordinances of the City of Montgomery, the nuisances on the properties described in Exhibit "A" are declared to be public nuisances, ordered to be immediately abated, and authorizing the assessment of the cost of the abatement of the nuisances.

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Councillor Burkette made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Burkette made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated she was in receipt of the following requests for authorization of payment from the Council Contingency Account, which were approved by Mayor Strange contingent upon receiving the required paperwork:

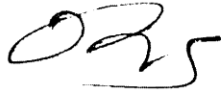
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MEMORANDUM

TO: Mayor Todd Strange
FROM: Brenda Gale Blalock *BGB*
City Clerk
DATE: April 17, 2017
RE: District 7 – request for Council Contingency Funds

Councillor Lee is requesting the following be presented to Council for their authorization:

1. \$1,000.00 to MACOA.
2. \$1,000.00 to Southeast YMCA.
3. \$500.00 to Britton YMCA.



Councillor Bollinger requested to add \$500.00 to MCCC; \$250.00 to Bad Boys Boxing; and \$250.00 to Alabama Empowerment Coalition.

Councillor Green requested to add \$500.00 to Alabama Empowerment Coalition and \$500.00 to Bad Boys Boxing.

Councillor Lyons requested to add \$2,500.00 to Madison park Community RE-Union Organization.

Councillor Pruitt requested to add \$500.00 to T. S. Morris Youth Intervention.

Mayor Strange approved these additions contingent upon receiving the required paperwork.

Councillor Bollinger made a motion to authorize the payment of allocations from the Council Contingency Account, with additions, contingent upon receiving the required paperwork, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

There being no further business to come before the Council, the meeting duly adjourned at 5:58 p.m.

BRENDA GALE BLALOCK, CITY CLERK

**CHARLES W. JINRIGHT, PRESIDENT
COUNCIL OF THE CITY OF MONTGOMERY**