

**REGULAR MEETING  
COUNCIL OF THE CITY OF MONTGOMERY  
FEBRUARY 2, 2016 – 5:00 P.M.**

The Council met in regular session on Tuesday, February 2, 2016, at 5:00 p.m., in the Council Auditorium, City Hall, with the following members present:

<b>PRESENT:</b>	<b>BOLLINGER, LYONS, LARKIN, GREEN, BELL, LEE, PRUITT, JINRIGHT</b>	<b>--8</b>
<b>ABSENT:</b>	<b>BURKETTE</b>	<b>--1</b>

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 Councillor Green, and the Pledge of Allegiance.

Councillor Bollinger made a motion to adopt the January 19, 2016, Work Session Minutes, as circulated, which motion carried with the following vote:

<b>AYES:</b>	<b>BOLLINGER, LYONS, LARKIN, GREEN, BELL, LEE, PRUITT, JINRIGHT</b>	<b>--8</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>BURKETTE</b>	<b>--1</b>

Councillor Larkin made a motion to adopt the January 19, 2016, Regular Council Minutes, as circulated, which motion carried with the following vote:

<b>AYES:</b>	<b>BOLLINGER, LYONS, LARKIN, GREEN, BELL, LEE, PRUITT, JINRIGHT</b>	<b>--8</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>BURKETTE</b>	<b>--1</b>

Councillor Burkette entered the Council Auditorium at 5:11 p.m.

Mayor Strange introduced the following resolution:

**RESOLUTION NO. 17-2016**

**WHEREAS**, due to resignations of Municipal Judges Lloria Munnerelyn James and Darron Hendley, there now exists vacancies for Municipal Judge of the City of Montgomery; and

**WHEREAS**, Mayor Todd Strange recommends that David Vickers be appointed for a two year term as provided in ALA Code § 12-14-30 (1975).

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA**, that David Vickers be and is hereby appointed as Municipal Judge of the City of Montgomery, Alabama, for a two year term, with term ending February 2, 2018.

Councillor Lyons 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:

<b>AYES:</b>	<b>UNANIMOUS</b>	<b>--9</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>NONE</b>	<b>--0</b>

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

<b>AYES:</b>	<b>UNANIMOUS</b>	<b>--9</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>NONE</b>	<b>--0</b>

Mayor Strange introduced the following resolution:

#### **RESOLUTION NO. 18-2016**

**WHEREAS**, due to resignations of Municipal Judges Lloria Munnerelyn James and Darron Hendley, there now exists vacancies for Municipal Judge of the City of Montgomery; and

**WHEREAS**, Mayor Todd Strange recommends that Virgil Ford be appointed for a two year term as provided in ALA Code § 12-14-30 (1975).

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA**, that Virgil Ford be and is hereby appointed as Municipal Judge of the City of Montgomery, Alabama, for a two year term, with term ending February 2, 2018.

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:

<b>AYES:</b>	<b>UNANIMOUS</b>	<b>--9</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>NONE</b>	<b>--0</b>

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

<b>AYES:</b>	<b>UNANIMOUS</b>	<b>--9</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>NONE</b>	<b>--0</b>

The Chairman presented the Montgomery City Council Standing Committee Members appointments as follows:

## **MONTGOMERY CITY COUNCIL STANDING COMMITTEE MEMBERS**

- Finance:**  
Charles Jinright, Chairman, Fred Bell, Tracy Larkin, Arch Lee, Glen Pruitt
- Public Safety:**  
Tracy Larkin, Chairman, Richard Bollinger, Glen Pruitt, William Green, Fred Bell
- Health, Education & Recreation:**  
Richard Bollinger, Chairman, Brantley Lyons, David Burkette
- Commerce & Industry:**  
David Burkette, Chairman, Charles Jinright, William Green

5. **Governmental Affairs & Administration:**  
David Burkette, Chairman, Fred Bell, Brantley Lyons
6. **Public Works:**  
Arch Lee, Chairman, Brantley Lyons, Richard Bollinger
7. **Committee on Committees:**  
Charles Jinright, Tracy Larkin, Glen Pruitt
8. **Planning, Development & Transportation:**  
Glen Pruitt, Chairman, Tracy Larkin, Arch Lee, William Green, Richard Bollinger

(02-02-2016)

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

**ORDINANCE NO. 5-2016**

**AN ORDINANCE TO LEVY STORM WATER FEES ON PARCELS OF PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF MONTGOMERY**

**WHEREAS**, the City of Montgomery (“City”) is required under Federal and State regulations to obtain a National Pollutant Discharge and Elimination Systems (NPDES) permit for stormwater discharges from the public Municipal Separate Storm Sewer (MS4); and

**WHEREAS**, the City of Montgomery is required under Federal and State regulations to develop and implement a Stormwater Management Program (SWMP) Plan to address pollutants which may be discharged from the public MS4 systems; and

**WHEREAS**, municipalities operating MS4 systems are required to undertake costly control efforts to minimize storm water discharges; and

**WHEREAS**, in 2014, the State of Alabama Legislature passed into law, Act No. 2014-439 (“the Act”), amending Sections 11-89C-1, 11-89C-2, 11-89C-4, 11-89C-9 and 11-89C-10, *Code of Alabama*, 1975 to permit any governing body to create and establish a funding mechanism to aid local storm water management programs in meeting financial obligations imposed by Federal and State regulations; and

**WHEREAS**, the purpose of this ordinance is to provide the funding mechanism to aid the City in meeting the financial obligations imposed by the MS4 NPDES Permit and the required SWMP Plan, an unfunded federal mandate; and

**WHEREAS**, the Council finds that it is in the best interests of the citizens of the City of Montgomery for there to be a Stormwater Management Program Fund (“Fund”) in accordance with applicable state laws and regulations, such that all monies deposited in this Fund shall be held in trust and expended in strict accordance with the provisions stipulated in the Chapter 89C of Title 11, *Code of Alabama*.

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

**Section 1.** It is appropriate for the City of Montgomery to impose a stormwater user fee charge upon specified, non-exempt properties that may discharge, directly or indirectly, into the public MS4, or receive stormwater services from the City, either directly or indirectly, whether or not the property is private or public in nature.

**Section 2.** There is hereby established a Stormwater Management Program Fund for the purpose of dedicating and protecting all funding applicable to the purposes and responsibilities of the SWMP.

**Section 3.** That, under the authority of Chapter 89C of Title 11, *Code of Alabama, as amended* by Act 2014-439, the City of Montgomery hereby levies an annual fee upon each parcel of real property, or portion thereof, located in the corporate limits of the City, such annual fee to be determined as follows for the purposes of funding the City's stormwater program and to comply with the requirements of any MS4 NPDES Permit held by the City:

- a. The fee is levied on properties designated by the Montgomery County Tax Assessor and Montgomery County Revenue Commissioner pursuant to Amendment No. 325 to the Constitution of Alabama, 1901, and Sec. 40-8-1, *Code of Alabama, 1975*, as Class II land use classifications in the amount of \$0.005 per square foot of commercial space per parcel or portion thereof located in the corporate limits of the City of Montgomery provided that, regardless of actual square footage of commercial space on or within the property, no such annual fee shall exceed three thousand dollars (\$3,000).
- b. The fee is levied on the properties designated by the Montgomery County Tax Assessor and Montgomery County Revenue Commissioner pursuant to Amendment No. 325 to the Constitution of Alabama, 1901, and Sec. 40-8-1, *Code of Alabama, 1975*, as Class III land use classification in the amount of \$10.00 per parcel or portion thereof located in the corporate limits of the city.
- c. Only parcels exempt from property tax by the Montgomery County Tax Assessor or Montgomery County Revenue Commissioner will be exempt from the Stormwater User Fee, in addition to those specifically designated as exempt by the Act.
- d. That the Montgomery County Tax Assessor and Montgomery County Revenue Commissioner are hereby requested to implement procedures necessary and appropriate to assess and collect this fee.
- e. That, pursuant to Chapter 89C of Title 11, *Code of Alabama, 1975*, , the Mayor be and is hereby authorized to take whatever actions are necessary to implement the assessment, collection and disbursement of this fee as authorized by law.

**Section 4.** Alternatively pursuant to the police power of the city, the city hereby levies upon each parcel of real property or portion thereof located in the corporate limits of the city an annual fee to be determined as follows with the requirements of any MS4 NPDES Permit held by the city:

- a. The fee is levied on properties designated by the Montgomery County Tax Assessor and Montgomery County Revenue Commissioner pursuant to Amendment No. 325 to the Constitution of Alabama, 1901, and Sec. 40-8-1, *Code of Alabama, 1975*, as Class II land use classifications in the amount of \$0.005 per square foot of commercial space per parcel or portion thereof located in the corporate limits of the City of Montgomery provided that, regardless of actual square footage of commercial space on or within the property, no such annual fee shall exceed three thousand dollars (\$3,000).
- b. The fee is levied on the properties designated by the Montgomery County Tax Assessor and Montgomery County Revenue Commissioner pursuant to Amendment No. 325 to the Constitution of Alabama, 1901, and Sec. 40-8-1, *Code of Alabama, 1975*, as Class III land use classification in the amount of \$10.00 per parcel or portion thereof located in the corporate limits of the city.

c. Only parcels exempt from property tax by the Montgomery County Tax Assessor or Montgomery County Revenue Commissioner will be exempt from the Stormwater User Fee, in addition to those specifically designated as exempt by the Act.

d. That the Montgomery County Tax Assessor and Montgomery County Revenue Commissioner are hereby requested to implement procedures necessary and appropriate to assess and collect this fee.

e. That, pursuant to Chapter 89C of Title 11, *Code of Alabama, 1975*, , the Mayor be and is hereby authorized to take whatever actions are necessary to implement the assessment, collection and disbursement of this fee as authorized by law.

**Section 5.** That, pursuant to Section 11-89C-10(c), *Code of Alabama, 1975*, the City of Montgomery requests the Montgomery Revenue Commissioner to remit five percent (5%) of all fees collected to the State Department of Revenue on a quarterly basis not later than the 20<sup>th</sup> day of January (following the passage of the Storm Water Fee Ordinance), April, July, and October.

**Section 6.** This ordinance shall be in full force and effect following passage, adoption and publication as required by law.

**Mr. Tom Simmons was present to request that the fees be used for the poor and needy.**

**Councillor Larkin made a motion to adopt the foregoing ordinance, which motion carried with the following vote:**

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

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

#### **RESOLUTION NO. 19-2016**

**WHEREAS, Rasier, LLC, San Francisco, CA, has made application for a permit to operate a Transportation Network Company in the City of Montgomery; and**

**WHEREAS, rules and regulations set out in Ordinance No. 1-2016, have been complied with:**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, Rasier, LLC, San Francisco, CA, be and is hereby granted approval to operate a Transportation Network Company in the City of Montgomery.**

**Councillor Bollinger made a motion to adopt the foregoing resolution, which motion carried with the following vote:**

<b>AYES:</b>	<b>UNANIMOUS</b>	<b>--9</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>NONE</b>	<b>--0</b>

**The Clerk stated she was in receipt of the following Petition for Annexation:**

PETITION FOR ANNEXATION

TO: The Mayor and City Council of the City of Montgomery, Alabama, a municipal corporation, located in Montgomery County, State of Alabama.

The undersigned Petitioners, pursuant to §11-42-20 through §11-42-24, *Code of Alabama*, 1975, as amended, respectfully petition the Mayor and City Council of the City of Montgomery, Alabama for annexation to the City of Montgomery of the following described unincorporated territory or property in the County of Montgomery, State of Alabama, to wit: SEE EXHIBIT A, ATTACHED HERETO AND MADE A PART HEREOF.

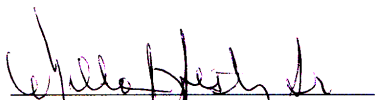
In support of said petition, your Petitioners show as follows:

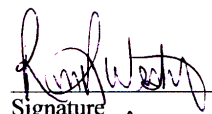
1. That said territory or property is eligible for annexation to the City of Montgomery pursuant to the terms of §11-42-21, *Code of Alabama*, 1975, as amended.
2. That the territory or property described on Exhibit A does not lie within the corporate limits of any other municipality.
3. That the property described on Exhibit A either abuts directly upon and is contiguous to the corporate limits of the City of Montgomery, or abuts upon and is contiguous to one or more other parcels of property which are, together, contiguous to the corporate limits of the City of Montgomery, and the owner(s) of which are seeking annexation of said parcel(s) into the corporate limits of Montgomery simultaneously herewith.
4. That the undersigned Petitioners are either the sole owners of the territory or property described on Exhibit A, or are authorized to bind the business entity which owns the said property, if the property is not owned individually, or are authorized by power of attorney to petition for the annexation of said property; that said Petitioners request to be annexed.

5. This Petition is accompanied by a map or plat of the said territory to be annexed, showing with reasonable certainty the territory to be annexed, the boundaries thereof, and its relationship to the established corporate limits of the City of Montgomery.

6. That the undersigned Petitioners consent to and request the annexation of the property described in Exhibit A by whatever means are available under the laws of the State of Alabama.

WHEREFORE, Petitioners respectfully request that the territory or property described on Exhibit A be annexed to the City of Montgomery, Alabama and that the governing body of said City of Montgomery adopt an ordinance assenting to this annexation and take such other action as is appropriate in the premises.

  
\_\_\_\_\_  
Signature  
MILTON H. WESTRY SR.  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Signature  
Randa B. Westry  
\_\_\_\_\_  
Printed Name

[If property owned by a corporation, partnership, or some limited liability entity]

Name of Corporation:

\_\_\_\_\_

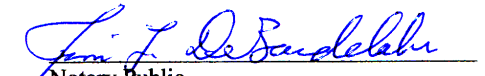
By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE of ALABAMA  
Elmore COUNTY

I, a Notary Public, hereby certify that Milton J. Westry, Sr. whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 14th day of January, 2016.

  
Notary Public  
My commission expires: 5-3-2016



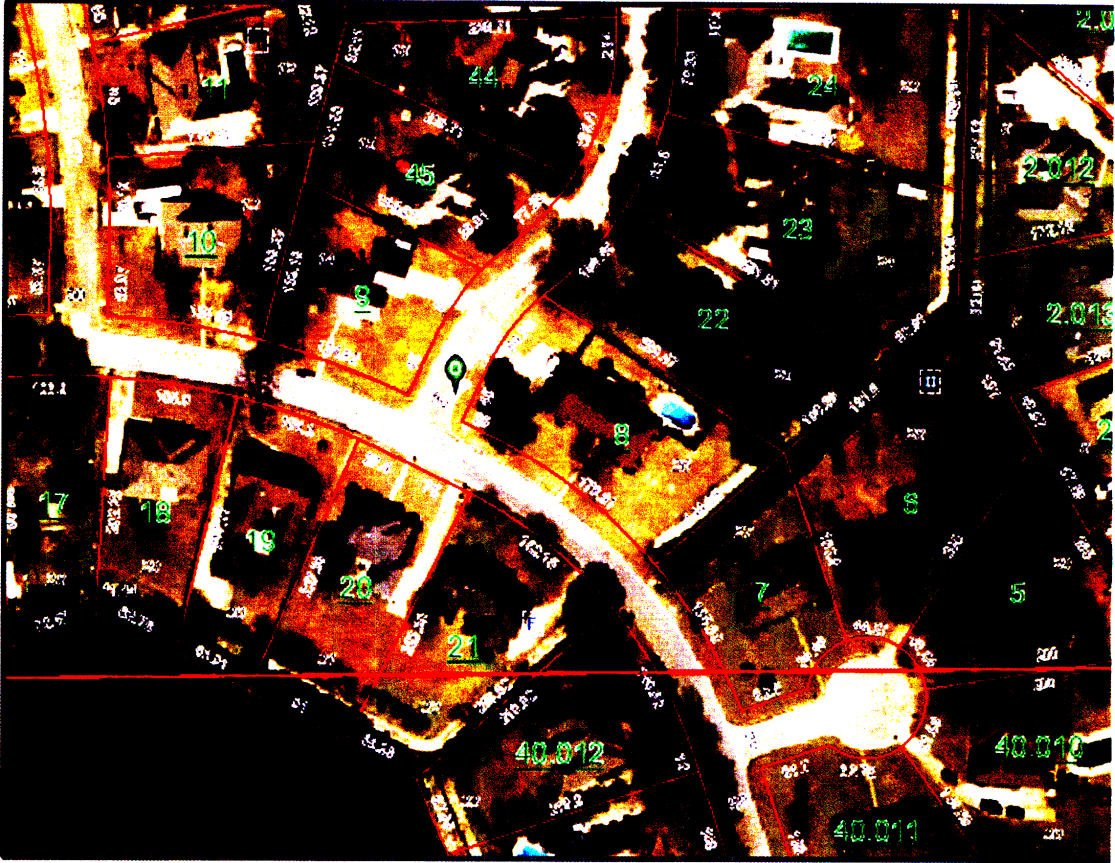
STATE of ALABAMA  
ELMORE COUNTY

I, a Notary Public, hereby certify that Ronda R. Westry whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

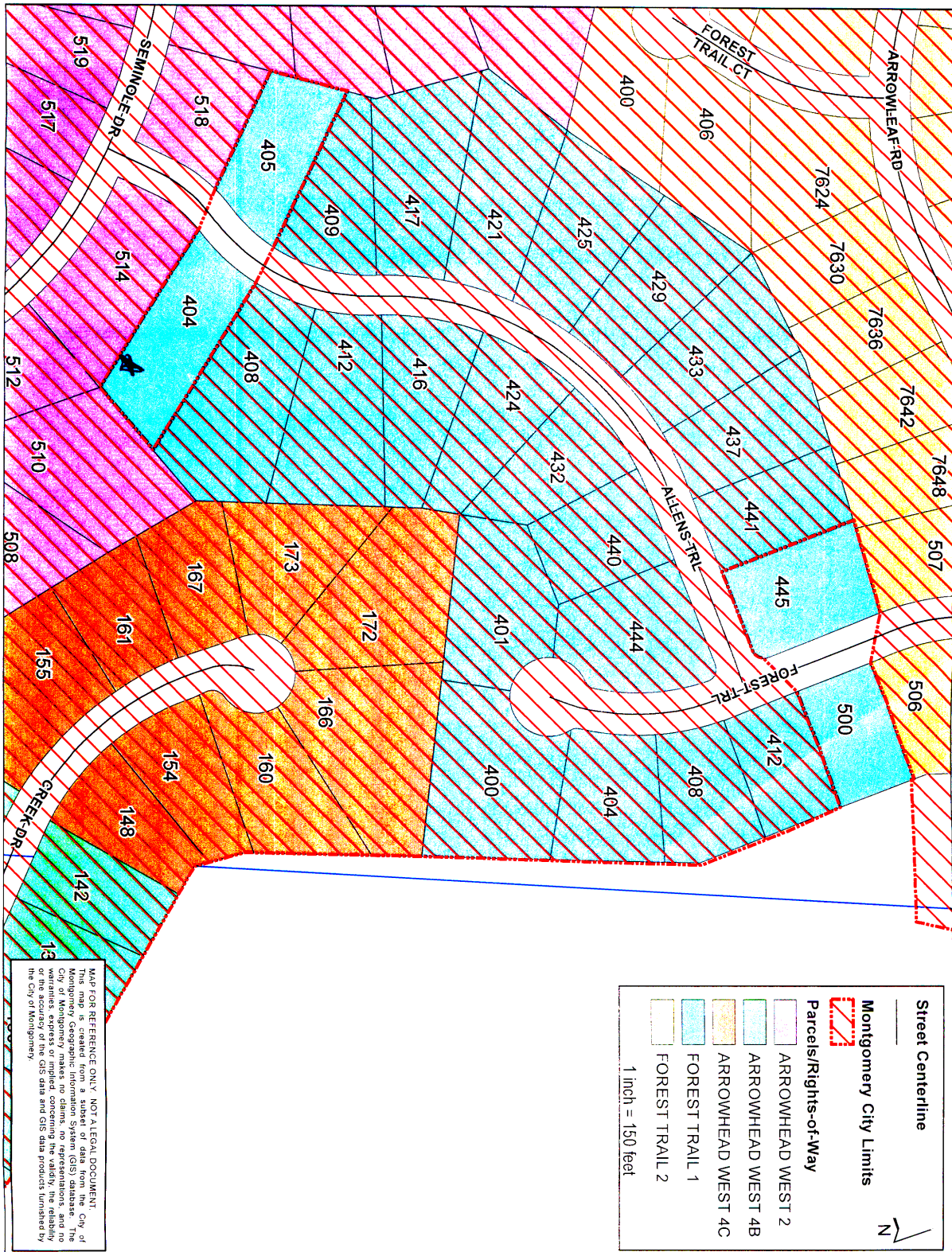
Given under my hand this 14<sup>th</sup> day of January, 2016.

Teri L. DeBardelaben  
Notary Public  
My commission expires: 5-3-2016

Map Title or Notes



tabbler  
EXHIBIT  
A



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

**ORDINANCE NO. 6-2016**

**AN ORDINANCE ALTERING AND ENLARGING THE CORPORATE LIMITS OF THE CITY OF MONTGOMERY BY INCLUDING WITHIN THE BOUNDARIES OF THE SAID CITY AND INCORPORATING INTO CONTIGUOUS COUNCIL DISTRICT THAT TERRITORY OF REAL PROPERTY AS DESCRIBED HEREIN.**

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

**Section 1. Findings by the City Council of the City of Montgomery, Alabama.** The City Council (herein called “the Council”) of the City of Montgomery, Alabama (herein called “the City”), has caused investigations to be made of the matters hereinafter referred to

and, on the basis of the facts disclosed by such investigations, does hereby find and declare that the following are true statements of facts:

(A) The City is an incorporated municipality under the laws of Alabama and is located wholly within the limits of Montgomery County in the said State. The City has a population in excess of two thousand (2,000) inhabitants. The real property hereinafter particularly described in Section 2 of this Ordinance lies within the County of Montgomery, and the boundary of the said real property is contiguous and adjacent to, and borders on, the corporate limits of the City of Montgomery. The said real property does not lie within either the corporate limits or the police jurisdiction of any other municipality, or, alternatively, lies wholly within an area that is closer to the corporate limits of the City of Montgomery than a point equidistant between the corporate limits of the City of Montgomery and any other municipality.

(B) The Council is the governing body of the City and is of the opinion that it will be in the best interest of the City and the inhabitants thereof if the said real property should be annexed to the City and the corporate limits of the City should be extended and rearranged so as to embrace and include the said real property so that, from and after publication of this Ordinance, the said real property will, in its entirety, be wholly within the boundaries of and will be a part of the corporate area of the City.

(C) A petition by the owner or owners of the property has been filed with the City Clerk of the City pursuant to Section 11-42-21, Code of Alabama, 1975, as last amended, in which petition it is requested that the said real property be annexed to the City and the corporate limits or boundaries of the City be extended and rearranged so that the said real property or territory not now within the corporate boundaries of the city shall be embraced and included therein, all as shown on said maps and description attached to said petition.

**Section 2. Description of Property.** The said real property annexed hereby is more particularly described as follows:

Lot 25 Block O according to the Forest Trail Plat 1, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 41 at Page 199.

**Section 3. Assent by Council to Annexation.** By the adoption of this Ordinance, the Council, as the governing body of the City, does assent to the annexation of the said real property to the City, and does hereby direct that upon this Ordinance becoming effective, the corporate City limits of the city shall be extended and rearranged so as to embrace and include the said real property, which shall become a part of the corporate area of the City upon the date of publication of this Ordinance.

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

**Section 4. Findings by the City Council of the City of Montgomery, Alabama.** The Council has caused investigations to be made of the matters hereinafter referred to and, on the basis of the facts disclosed by such investigations, does hereby find and declare that the following are true statements of facts:

(A) Act 618 of the 1973 Regular Session of the Alabama Legislature sets forth that after a change in the corporate limits of the City of Montgomery, the Mayor shall file with the Council a report in the form of an ordinance containing a recommended plan for reapportionment of the council district boundaries.

(B) By this ordinance, the Council is approving the annexation of certain real property to the City, thereby altering and enlarging the city limits.

**Section 5. Description of Property.** The newly annexed area is contiguous to Council District 1. Council District 1 shall be reapportioned to include this new area and all

other districts shall remain unchanged. Attached hereto and incorporated herein, Exhibit A sets forth the newly reapportioned well-defined boundaries of Council District 1.

**Section 6. Assent by Council to Incorporation.** By the adoption of this Ordinance, the Council, as the governing body of the City, does assent to the incorporation of the said real property into Council District 1 and does hereby direct that upon this ordinance becoming effective, the corporate City limits of the city shall be extended and rearranged so as to embrace and include the said real property, which shall become a part of the corporate area of the City upon the date of publication of this Ordinance.

**Section 7. Filing of Description.** That a description of the property or territory annexed and incorporated be filed in the Office of the Judge of Probate in Montgomery County, Alabama.

**Section 8. Publication and Effective Date of This Ordinance.** This ordinance shall be published one time in a newspaper published and having general circulation in the city and also in Montgomery County, and shall become effective upon such publication.

<b>EXHIBIT A</b>
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PROPOSED COUNCIL DISTRICT 1: (February 2016)

Beginning at the intersection of the centerlines of Burbank Drive and Atlanta Highway; thence East along the centerline of Atlanta Highway to the intersection of the centerlines of Atlanta Highway and Eastern Boulevard; thence Southwesterly along the centerline of Eastern Boulevard to the intersection of the centerlines of Eastern Boulevard and Interstate-85; thence West along the centerline of Interstate-85 to a point on the half section line of Section 22 T16N R18E; thence continuing West approximately 1,825 feet along said centerline of Interstate-85 to a point; thence North to a point at the intersection of the south line of Section 15 T16N R18E and the centerline of Hi View Lane; thence North along the centerline of Hi View Lane to the intersection of the centerlines of Hi View Lane and Fairwood Drive; thence East along the centerline of Fairwood Drive to the intersection of the centerlines of Fairwood Drive and Dundale Road; thence Northeasterly along the centerline of Dundale Road to the intersection of the centerlines of Dundale Road and Beechdale Road; thence North along the centerline of Beechdale Road to the intersection of the centerlines of Beechdale Road and Harrison Road; thence West along the centerline of Harrison Road to the intersection of the centerlines of Harrison Road and Lincoln Road; thence North along the centerline of Lincoln Road to the intersection of the centerlines of Lincoln Road and Highland Avenue; thence West along the centerline of Highland Avenue to the intersection of the centerlines of Highland Avenue and Three Mile Branch; thence Northeasterly along the centerline of Three Mile Branch to the intersection of the centerlines of Three Mile Branch and the Atlanta Highway; thence Southeast along the centerline of Atlanta Highway to the intersection of the centerlines of Atlanta Highway and Wares Ferry Road; thence Northeasterly along the centerline of Wares Ferry Road to a point on the south line of the northeast quarter of Section 6 T16N R19E; thence Northeast approximately 1,667 feet to a point on said centerline; thence North approximately 1,290 feet to the south line of Section 31 T17N R19E; thence East approximately 400 feet along said south line to the southeast corner of said Section 31; thence North along the east line of said Section 31 to the southwest corner of Lot 29 Block A according to the Montgomery East Corrected Plat 23 as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 36 at Page 162; thence Southeast to the southeast corner of said Lot 29; thence Northeast to the northeast corner of said Lot 29; thence continuing Northeast to the centerline of Rock Rose Court; thence Northeast along the centerline of Rock Rose Court to the intersection of the centerlines of Rock Rose Court and Countryside Lane; thence North along the centerline of Countryside Lane to the intersection of the centerlines of Countryside Lane and Cypress Court; thence North approximately 665 feet along the centerline of Cypress Court to the south line of Lot 17 Block E according to said Montgomery East Corrected Plat 23; thence East to the southeast corner of said Lot 17; thence Northeast to the northeast corner of said Lot 17; thence Northwest approximately 30 feet to a point on the north line of said Lot 17; thence North approximately 450 feet to a point in the southwest quarter of the northwest quarter of Section 32 T17N R19E; thence Northeasterly approximately 655 feet to the centerline of Brassell Creek; thence Northerly approximately 1,480 feet along the centerline of Brassell Creek to the intersection of the centerlines of

said Creek and CSX Transportation Railroad Right-of-Way; thence Southeast along said railroad right-of-way to the half section line of said Section 32; thence South along the half section line of said Section 32 to the northwest corner of the south half of the southeast quarter of said Section 32; thence East along the north line of the south half of the southeast quarter of said Section 32 to the west line of Section 33 T17N R19E; thence North along the west line of said Section 33 approximately 1,070 feet to a point; thence, leaving the west line of said Section 33, southeasterly 208 feet to a point; thence North 191 feet to a point on the centerline of CSX Transportation Railroad right-of-way; thence Southeasterly along said railroad centerline approximately 4,052 feet to a point on said railroad centerline; thence South approximately 75 feet to a point; thence Southeasterly to the east line of said Section 33; thence South along the east line of said Section 33 to the northwest corner of Section 3 T16N R19E; thence East along the north line of said Section 3 to the half section line of said Section 3; thence South along the half section line to the southeast corner of the northwest quarter of said Section 3; thence West along the south line of the northwest quarter of said Section 3 to the northeast corner of Lot 13 Block L according to the Lake Forest Plat 7B, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 45 at Page 169; thence Southerly along the East boundary line of said Plat to the southeast corner of Lot 2 Block L of said Plat; thence West along the south line of said Lot 2 to the southeast corner of Lot 3 Block C according to the Forest Trail Plat 2, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 43 at Page 104; thence Southeast along the south line of said Lot 3 to the east right-of-way of Forest Trail; thence Northwest to the southeast corner of Lot 12 Block B of said Plat; thence southwest along the south line of said Lot 12 to the northeast corner of Lot 23 Block I according to the Forest Trail Plat 1, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 41 at Page 199; thence Southeasterly along the east line of said Lot 23 to the northwest right-of-way of Allens Trail; thence East along said right-of-way to the west right-of-way of Forest Trail; thence Northeast to the northwest corner of Lot 13 Block O of said Plat; thence Northeast along the north line of said Lot 13 to the northeast corner of said Lot 13; thence South along the east line of said Plat to the northeast corner of Lot 4 Block 1 according to the Arrowhead West Plat 4C, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 41 at Page 89; thence Southeasterly along the east line of the Arrowhead Subdivision to the northwest corner of Lot 1A Block C according to the Towne Lake Plat 5A Corrected, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 43 at Page 154; thence Southeasterly along the northeast line of the Towne Lake Subdivision to the northeast corner of Lot 20 Block D according to the Towne Lake Plat 4, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 41 at Page 11; thence East approximately 772 feet to a point; thence North approximately 127 feet to the half section line of Section 11 T16N R19E; thence East along said half section line approximately 1,840 feet to a point; thence Southeasterly to the west line of Section 12 T16N R19E; thence Northeasterly approximately 4,410 feet to a point; thence East approximately 1,065 feet to the southeast corner of Lot 1 according to the Montgomery Ready Mix Plat 1, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 47 at Page 162, said point being the west right-of-way of Wares Ferry Road; thence East approximately 375 feet to a point; thence South approximately 410 feet to a point; thence East approximately 1,980 feet to a point; thence North approximately 1,390 feet to a point; thence East approximately 300 feet to a point on the west line of Lot 8 according to the Wares Ferry Acres Plat 2, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 37 at Page 2; thence North along the west line of said Lot 8 to its northwest corner; thence Easterly along the north boundary of said plat to its intersection with the west right-of-way of Sprott Drive, said point also being the East line of Section 6 T 16N R20E; thence North along the east line of said Section 6 to the northeast corner of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 6; thence West along the north line of said quarter-quarter section approximately 2,025 feet to a point; thence North to the south right-of-way of Sprott Drive; thence East to the intersection of the east right-of-way of Sprott Drive and the north line of the SE  $\frac{1}{4}$  of said Section 6; thence East along the north line of said Section 6 and Section 5 T16N R20E to the northeast corner of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 5; thence South along the east line of said quarter-quarter section to the northwest corner of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 5; thence East along the north line of said quarter-quarter section to the northeast corner of said quarter-quarter section; thence North along the west line of the SE  $\frac{1}{4}$  of said Section 5 to the northwest corner of said Section 5; thence East approximately 663 feet to a point; thence South along the east line of the parcel conveyed to H. Frank Thomas, III in RLPY 3204 Page 758 on record at the Office of the Judge of Probate

of Montgomery County, Alabama, to the its intersection with the west right-of-way of Ohio Ferry Alloys Road; thence West to the northeast corner of the parcel conveyed to Newell Road Builders, Inc. in RLPY 4204 Page 546 on record at the Office of the Judge of Probate of Montgomery County, Alabama; thence South along said east parcel boundary to the southeast corner of said Parcel; thence West 694.82 feet to the southwest corner of said Parcel, being the West line of the NE ¼ of Section 8 T16N R20E; thence South to the northwest corner of the SE ¼ of said Section 8; thence East along the north line of said SE ¼ to the west right-of-way of Ohio Ferro Alloys Road; thence South along said west right-of-way to the north line of Section 17 T16N R20E; thence East along said north line to the northeast corner of said Section 17; thence South along the east line of said Section 17 approximately 1,776 feet to a point; thence West to the intersection of the east right-of-way of Ohio Ferry Alloys Road and the north right-of-way of US Interstate 85; thence West along the north right-of-way of US Interstate 85 to the east right-of-way of Sprott Drive; thence North along said east right-of-way to the south line of Section 5 T16N R20E; thence West along said south line to the intersection of the west right-of-way of Sprott Drive and the southeast corner of Lot 14 according to the Wares Ferry Acres Plat 2, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Book 37 at Page 2; thence Southwesterly along the boundary line of Lot 14 of said plat to its southernmost corner; thence Northeast along the southern boundaries of Lots 14, 12, and 10 of said plat to a point on the east boundary of Lot 8 of said plat; thence South along the east boundary of said Lot 8 to its southernmost corner; thence Northwest along the southern boundary of said Lot 8 to the northwest corner of Lot 7 of said plat; thence South along the west boundary line of said plat to the southwest corner of Lot 1 of said plat, said point also being on the north right-of-way of Edna Brake Lucas Drive; thence West along said north right-of-way to its intersection with the east right-of-way of Wares Ferry Road; thence North along said east right-of-way approximately 420 feet to a point on said east right of way; thence West approximately 1,075 feet to a point; thence Southwest approximately 2,980 feet to a point; thence South approximately 145 feet to the northeast corner of Lot 16 Block L according to the Stoneybrooke Plat 3 Corrected, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 51 at Page 140; thence South along the east line of said Plat to the southeast corner of Lot 6 Block I of said Plat; thence South to the centerline of Atlanta Highway; thence West approximately 1,295 feet along said right-of-way to a point; thence North to the southwest corner of Lot 1 according to the Stoneybrooke Plat 1, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 49 at Page 143; thence North along the western boundary line of Stoneybrooke Subdivision to the southwest corner of Lot 17 Block J according to the Stoneybrooke Plat 2, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 50 at Page 133; thence West approximately 1,195 feet to a point; thence Southeasterly approximately 638 feet to the north line of Section 14 T16N R19E; thence East along said north line to the northeast corner of the northwest quarter of the northeast quarter of said Section 14; thence South along the east line of the west half of the northeast quarter of said Section 14 to the centerline of Atlanta Highway; thence West along the centerline of Atlanta Highway to the west line of said Section 14; thence South along said west line to the north right-of-way of Interstate-85; thence West along said right-of-way to the intersection of said right-of-way and the centerline of Atlanta Highway; thence Northwesterly approximately 2,300 feet along the centerline of Atlanta Highway to the intersection of said centerline and the south line of the north half of the northeast quarter of Section 15 T16N R19E; thence West approximately 2,150 feet to a point on said south line in the northwest quarter of said Section 15; thence Southwest approximately 475 feet to a point on the centerline of the Kershaw Manufacturing Railroad Right-of-Way; thence Northwest along the centerline of said railroad right-of-way to the intersection of the centerlines of said railroad right-of-way and Atlanta Highway; thence West along the centerline of Atlanta Highway to the intersection of the centerlines of Atlanta Highway and Oliver Creek; thence Northwest along the centerline of Oliver Creek to the intersection of the centerlines of Oliver Creek and Kershaw Manufacturing Railroad Right-of-way; thence Northwest along said railroad centerline to the intersection of the centerlines of said railroad right-of-way and Burbank Drive; thence South along the centerline of Burbank Drive to the point of beginning.

Less and except all parcels that are not in the existing City Limits of Montgomery, Alabama.

**Councillor Bollinger 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:**

<b>AYES:</b>	<b>UNANIMOUS</b>	<b>--9</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>NONE</b>	<b>--0</b>

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

<b>AYES:</b>	<b>UNANIMOUS</b>	<b>--9</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>NONE</b>	<b>--0</b>

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

**ORDINANCE NO. 7-2016**

**AN ORDINANCE AUTHORIZING PURCHASE AND SALE AGREEMENT  
AND SALE OF REAL ESTATE OWNED BY CITY OF MONTGOMERY**

**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 HOUSE TO HOUSE COMMUNITY DEVELOPMENT, INC. with rights of ingress/egress thereto; and**

**WHEREAS, the City of Montgomery and HOUSE TO HOUSE COMMUNITY DEVELOPMENT, INC. have entered into a Purchase and Sale Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2016, copy attached as Exhibit “B”, subject to the approval of the City Council, wherein the City agrees to donate to HOUSE TO HOUSE COMMUNITY DEVELOPMENT, INC. the certain real Property, more particularly described in Exhibit A. The subject property was donated to the City and will be donated to the Purchaser at no cost except for reimbursement of any incidental funds expended by the City in Connection with the donation.**

**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.

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

**EXHIBIT A**

(1) 3405 Pierson Avenue  
LOT 14 BLOCK H WESTGATE SUBDIVISION 2

**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 HOUSE TO HOUSE COMMUNITY DEVELOPMENT, INC., an Alabama corporation (hereinafter referred to as "Purchaser");

**1. PURCHASE AND SALE.**

1.1 Subject to the conditions set forth in section 1.2, Seller hereby agrees to sell and convey to Purchaser, and Purchaser 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(es): 3405 Pierson Avenue, Montgomery, AL 36108  
 Legal Description: Montgomery, Alabama Tax Parcel Identification Number 1107262007004000

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

2. **PURCHASE PRICE.** The subject properties were donated to the City with an additional cash amount of \$7,500 and the property and cash will be donated to the Purchaser at no cost except for reimbursement of any incidental funds expended by the City in connection with the donation.

3. **REHABILITATION/REVERSION.** Purchaser covenants and agrees to and shall, within 15 days of the closing, commence the construction/rehabilitation on and to the Property and have the Property prepared for occupancy by sale or rental within 60 days of the closing in a condition that adds value to the surrounding neighborhood. Purchaser shall ensure the Property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill this covenant, 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 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 3 SHALL SURVIVE THE CLOSING.**

4 **TITLE AND CLOSING:** Upon approval by the Montgomery City Council of the proposed sale/donation, the sale/donation shall be closed within thirty (30) days. The sale/donation shall be closed at the office of the attorney for the Seller in Montgomery, Alabama, at a time and date designated by Purchaser. At closing, Seller shall deliver to Purchaser a Statutory Warranty Deed, conveying to Purchaser 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 Purchaser. Purchaser 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 Purchaser. 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. Possession shall be given to Purchaser on the date of closing, free and clear of all tenancies and parties in possession.

5. Seller warrants and represents to Purchaser and Purchaser warrants to Seller that there are no brokerage fees, commissions, or charges owed in connection with the transactions hereby contemplated.

6. Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as, or concerning, and Purchaser 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 Purchaser 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 Purchaser, 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. Purchaser 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, Purchaser expressly represents to Seller that Purchaser 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 Purchaser.

7. 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  
Post Office Box 1111  
Montgomery, AL 36101-1111

**Purchaser: HOUSE TO HOUSE COMMUNITY DEVELOPMENT, INC.  
P.O. BOX 5142  
Montgomery, AL 36103**

8. In the event it becomes necessary for either Seller or Purchaser 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.

9. 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 \_\_\_\_\_, 2016.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

SELLER:

**CITY OF MONTGOMERY**

By: \_\_\_\_\_  
**Todd Strange**  
**As Its Mayor**

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

PURCHASER:

**HOUSE TO HOUSE COMMUNITY DEVELOPMENT, INC.**

By: \_\_\_\_\_  
**K. Michael Bunce**  
**As Its: Executive Director**

**EXHIBIT C**

**STATUTORY WARRANTY DEED**

This Instrument Was Prepared By:  
**G. Barton Crum**  
**Attorney at Law**  
**641 S. Lawrence Street**  
**Montgomery, Alabama 36104**  
  
**Phone (334) 328-3891**

Send Tax Notice To:  
**House to House Community Development, Inc.**  
**P.O. Box 5142**  
**Montgomery, Alabama 36103**  
**Phone (334)-391-0076**

**STATUTORY WARRANTY DEED**

STATE OF ALABAMA )  
MONTGOMERY COUNTY )

This Deed made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between CITY OF MONTGOMERY, an Alabama municipal corporation (hereinafter referred to as "GRANTOR") and HOUSE TO HOUSE COMMUNITY DEVELOPMENT, INC., (hereinafter referred to as "GRANTEE"),

**WITNESSETH:**

WHEREAS the City Council of the City of Montgomery, Alabama, by Ordinance # \_\_\_\_\_ (Attached hereto as Exhibit \_\_\_\_\_) duly, properly and legally made and passed on the \_\_\_\_\_ day of \_\_\_\_\_ 2016, 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.

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 acceptance of donation of real property 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) provisions of the Purchase/Sale Agreement that shall survive the closing, including but not limited to paragraph 3, Rehabilitation/Reversion.

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 \_\_\_\_\_, 2016.

CITY OF MONTGOMERY

By: \_\_\_\_\_  
Name: Todd Strange  
Its: Mayor

ATTEST:

By: \_\_\_\_\_  
Name: Brenda Gale Blalock  
Its: City Clerk

THE STATE OF ALABAMA     )  
MONTGOMERY COUNTY        )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that Todd Strange and Brenda Gale Blalock, whose names as Mayor and City Clerk, respectively of the City of Montgomery, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Montgomery, an Alabama municipal corporation.

Given under my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

SEAL

\_\_\_\_\_  
NOTARY PUBLIC

Property Address: 3405 Pierson Avenue, Montgomery, AL 36108
Grantor's Address: 103 N. Perry St., Montgomery, AL 36104
Grantee's Address: P.O. Box 5142, Montgomery, AL 36103

Councillor Burkette 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 Burkette 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:

ORDINANCE NO. \_\_\_\_\_

**WHEREAS, Ordinance No. 62-2014, adopted by the Council of the City of Montgomery, Alabama, on October 21, 2014, established the organizational chart for the City government; and**

**WHEREAS, Ordinance No. 62-2014 must be amended to also reflect the following departments, and divisions which have been realigned: Planning, City Webmaster, BONDS, and Legislative Affairs; and**

**WHEREAS, a revised organizational chart is attached hereto as Exhibit A and made a part hereof; and**

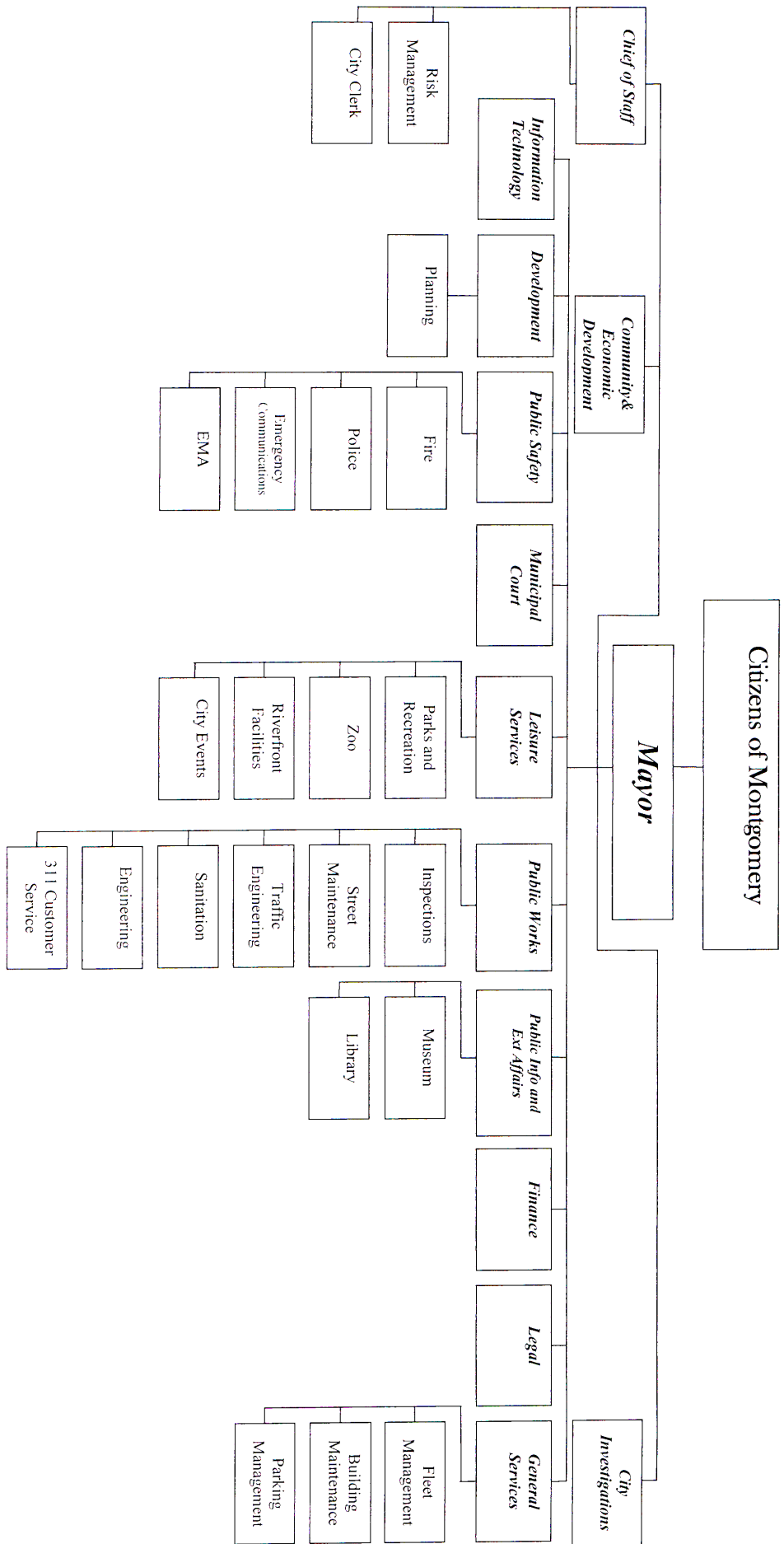
**WHEREAS, said organizational plan is acceptable to the Council of the City of Montgomery;**

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

**Section 1. Ordinance No. 62-2014 be and is hereby amended to realign: Planning, City Webmaster, BONDS and Legislative Affairs.**

**Section 2. That said organizational chart, attached hereto and made a part hereof, is hereby adopted.**

**Section 3. That this Ordinance shall become effective after passage, approval, and publication, or as otherwise provided by law.**



**Councillor Lee made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried was defeated by the following vote; therefore, tabling this item until the next regular meeting:**

<b>AYES:</b>	<b>BOLLINGER, LYONS, LARKIN, BURKETTE, GREEN, LEE, PRUITT, JINRIGHT</b>	<b>--8</b>
<b>NAYS:</b>	<b>BELL</b>	<b>--1</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>NONE</b>	<b>--0</b>

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

**RESOLUTION NO. 20-2016**

**WHEREAS, PAPAROCS LLC, d/b/a Papa Rocs Italian Grill, 7780 Atlanta Highway, has filed an application for a Restaurant 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, PAPAROCS LLC, d/b/a Papa Rocs Italian Grill, 7780 Atlanta Highway, be and is hereby approved for a Restaurant Retail Liquor License, and concurrence in the issuance of the licenses by the State of Alabama Alcoholic Beverage Control Board.**

Mr. David Lisenby and Mr. Joey Avery were present representing this item. No one was present in opposition to 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:

<b>AYES:</b>	<b>UNANIMOUS</b>	<b>--9</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>NONE</b>	<b>--0</b>

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

<b>AYES:</b>	<b>UNANIMOUS</b>	<b>--9</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>NONE</b>	<b>--0</b>

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

**RESOLUTION NO. 21-2016**

**WHEREAS, LAKSHMI Montgomery Inc., d/b/a Entec 103, 1024 Ann Street, has filed an application for Retail Beer (Off Premise Only) and Retail Table Wine (Off Premise 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, LAKSHMI Montgomery Inc., d/b/a Entec 103, 1024 Ann Street, be and is hereby approved for Retail Beer (Off Premise Only) and Retail Table Wine (Off Premise Only) Licenses, and concurrence in the issuance of the licenses by the State of Alabama Alcoholic Beverage Control Board.**

Mr. Satish Kalva 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:

<b>AYES:</b>	<b>UNANIMOUS</b>	<b>--9</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>NONE</b>	<b>--0</b>

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

<b>AYES:</b>	<b>UNANIMOUS</b>	<b>--9</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>NONE</b>	<b>--0</b>

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

**RESOLUTION NO. 22-2016**

WHEREAS, MUSKAN 2631 LLC, d/b/a Citgo 14, 1192 Western Boulevard, has filed an application for Retail Beer (Off Premise Only) and Retail Table Wine (Off Premise 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, MUSKAN 2631 LLC, d/b/a Citgo 14, 1192 Western Boulevard, be and is hereby approved for Retail Beer (Off Premise Only) and Retail Table Wine (Off Premise Only) Licenses, and concurrence in the issuance of the licenses by the State of Alabama Alcoholic Beverage Control Board.

Mr. Bhaveshkumar Patel 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:

<b>AYES:</b>	<b>UNANIMOUS</b>	<b>--9</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>NONE</b>	<b>--0</b>

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

<b>AYES:</b>	<b>UNANIMOUS</b>	<b>--9</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>NONE</b>	<b>--0</b>

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

**RESOLUTION NO. 23-2016**

WHEREAS, B. Roy Guthrie's term on the Montgomery Clean City Commission of the City of Montgomery expired November 18, 2012; and

**WHEREAS, Councillor Bollinger has requested that he continue to serve on said board:**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that B. Roy Guthrie be and is hereby reappointed to the Montgomery Clean City Commission for a three-year term, with term ending November 18, 2018.**

**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:**

<b>AYES:</b>	<b>UNANIMOUS</b>	<b>--9</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>NONE</b>	<b>--0</b>

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

<b>AYES:</b>	<b>UNANIMOUS</b>	<b>--9</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>NONE</b>	<b>--0</b>

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

**RESOLUTION NO. 24-2016**

**WHEREAS, Lenore Vickrey's term on the Montgomery Clean City Commission of the City of Montgomery expired November 18, 2015; and**

**WHEREAS, Councillor Bollinger has requested that she continue to serve on said board:**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Lenore Vickrey be and is hereby reappointed to the Montgomery Clean City Commission for a three-year term, with term ending November 18, 2018.**

**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:**

<b>AYES:</b>	<b>UNANIMOUS</b>	<b>--9</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>NONE</b>	<b>--0</b>

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

<b>AYES:</b>	<b>UNANIMOUS</b>	<b>--9</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>NONE</b>	<b>--0</b>

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

**RESOLUTION NO. 25-2016**

**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 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:**

<b>AYES:</b>	<b>UNANIMOUS</b>	<b>--9</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>NONE</b>	<b>--0</b>

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

<b>AYES:</b>	<b>UNANIMOUS</b>	<b>--9</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>NONE</b>	<b>--0</b>

**The Clerk stated she was in receipt of the following requests for authorization of payment from the Council Contingency Account, having been approved by Mayor Strange:**

MEMORANDUM

TO: Mayor Todd Strange  
FROM: Brenda Gale Blalock *3GB*  
City Clerk  
DATE: January 25, 2016  
RE: District 7 – request for Council Contingency Funds

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

1. \$1000.00 to Bell Road YMCA Montgomery Fire, attn.: James Garvin (Bell Road YMCA), 2435 Bell Road, Montgomery, AL 36117 re: AAU/YBOA Sponsorship.



**Councillor Lyons requested to add \$500.00 to East YMCA and \$500.00 to Robert E. Lee High School Football Program.**

**Councillor Bollinger requested to add \$250.00 to Nat King Cole Foundation.**

**Councillor Bell requested to add \$200.00 to American Association for Children.**

**Mayor Strange approved these additions.**

**Councillor Bollinger made a motion to authorize the payment of allocations from the Council Contingency funds, with additions, which motion carried with the following vote:**

<b>AYES:</b>	<b>UNANIMOUS</b>	<b>--9</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>NONE</b>	<b>--0</b>

The following Rental Tax allocations were requested to be processed:

**District 3: \$1000.00 to Nat King Cole Foundation  
 \$500.00 to American Association for Children  
 \$300.00 to RESTOR Homeless Shelter  
 \$1500.00 to Friend Tell A Friend Lawn Service (for January bill)**

**District 4: \$500.00 to American Association for Children  
 \$500.00 to Nat King Cole Foundation  
 \$500.00 to RESTOR**

**District 5: \$200.00 to Nat King Cole Foundatoin  
 \$500.00 to American Association for Children**

**District 9: \$500.00 to American Association for Children  
 \$250.00 to Nat King Cole Foundation**

**District 6: \$500.00 to Nat King Cole Foundation**

The Clerk stated the following Legal Notices would be advertised in the Montgomery Independent on February 11 & 18, 2016, for public hearing before the Council on March 1, 2016:

**LEGAL NOTICE**

Notice is hereby given that the Council of the City of Montgomery, Alabama, will meet at the Council Chamber, the regular meeting place of said Council, on Tuesday, March 1, 2016, at 5:00 p.m., for the purpose of considering the adoption of the ordinance hereinafter set forth amending the Zoning Ordinance of the City of Montgomery, Alabama, adopted September 17, 1963, and notice is hereby given that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the adoption of such ordinance.

**BRENDA GALE BLALOCK  
 CITY CLERK**

**ORDINANCE NO. \_\_\_\_\_**

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

**SECTION 1. That the Zoning Ordinance of Montgomery, Alabama, adopted September 17, 1963, be amended by removing the following described property from an R-60-s (Single-Family Residential) Zoning District to a B-2 (Commercial) Zoning District.**

**COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 17 EAST, MONTGOMERY COUNTY, ALABAMA; THENCE S01°32'E A DISTANCE OF 885.00 FEET, THENCE S88°29'W A DISTANCE OF 975.14 FEET TO AN IRON T-POST ON THE WEST RIGHT-OF-WAY OF CRANE STREET, THENCE S88°29'W A DISTANCE OF 130 FEET ON THE SOUTH LINE OF ASHLEY BROTHERS RESUB OF PLAT NO. 1 WESTVIEW GARDENS BLOCK 2 AS RECORDED IN PLAT BOOK 11 PAGE 67, SAID POINT BEING THE "POINT OF BEGINNING" OF THE PROPERTY HEREAFTER DESCRIBED; THENCE S01°22'E A DISTANCE OF 425.14 FEET;**

**THENCE S88°30'W A DISTANCE OF 410.65 FEET; THENCE N26°41'W A DISTANCE OF 469.6 FEET; THENCE N88°29'E A DISTANCE OF 611.24 FEET TO THE "POINT OF BEGINNING". THUS DESCRIBING TRACT 1 OR PARCEL OF LAND LYING AND BEING SITUATED IN THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 17 EAST, MONTGOMERY COUNTY, ALABAMA, AND CONTAINING 4.99 ACRES, MORE OR LESS.**

**SECTION 2. This ordinance shall take effect upon its passage, approval and publication, or as otherwise provided by law.**

**There being no further business to come before the Council, the meeting duly adjourned at 5:51 p.m.**

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**BRENDA GALE BLALOCK, CITY CLERK**

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