

**REGULAR MEETING
COUNCIL OF THE CITY OF MONTGOMERY
APRIL 19, 2016 – 5:00 P.M.**

The Council met in regular session on Tuesday, April 19, 2016, at 5:00 p.m., in the Council Auditorium, City Hall, with the following members present:

PRESENT:	BOLLINGER, LYONS, LARKIN, BURKETTE, GREEN, BELL, LEE, PRUITT, JINRIGHT	--9
ABSENT:	NONE	--0

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 Blalock, and the Pledge of Allegiance.

Councillor Larkin made a motion to adopt the April 5, 2016, Work Session Minutes, as circulated, which motion carried with the following vote:

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

Councillor Larkin made a motion to adopt the April 5, 2016, Regular Council Minutes, as circulated, 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 Petition for Annexation:

LEFT BLANK INTENTIONALLY

PETITION FOR ANNEXATION

Max Federal Credit Union Properties

March 9, 2016

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 EXHIBITS A, B, C and D, 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 and B does not lie within the corporate limits of any other municipality.
3. That the property described on Exhibit A and B 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 and B, 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. See Exhibit C Deeds for proof of ownership.

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 and B 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 and B 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.



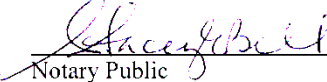
Signature

H Greg McClellan
President / CEO
~~Max Federal~~ Credit Union
MAX

STATE of Alabama
Montgomery COUNTY

I, a Notary Public, hereby certify that H. Greg McClellan 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 22ND day of March, 2016.



Notary Public
My commission expires: August 24, 2019

Exhibit A: Adjacency Map

MAX Federal Credit Union Properties

Lots 1 and 2 Highlighted on the City of Montgomery's "One View"

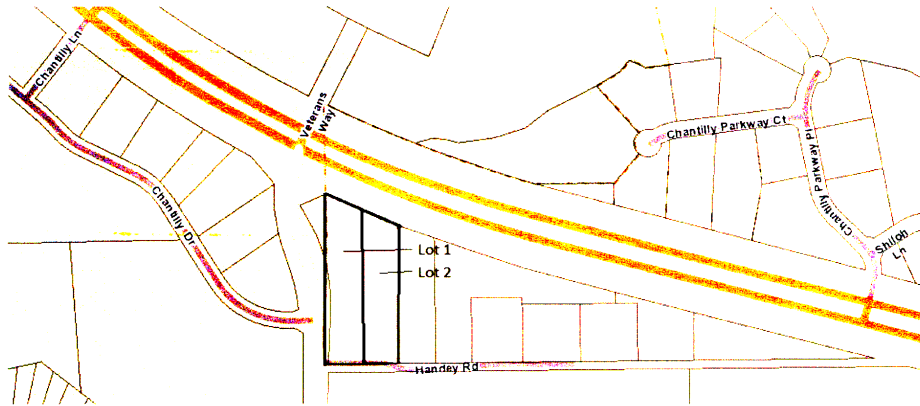


Exhibit B: Survey

MAX Federal Credit Union Properties

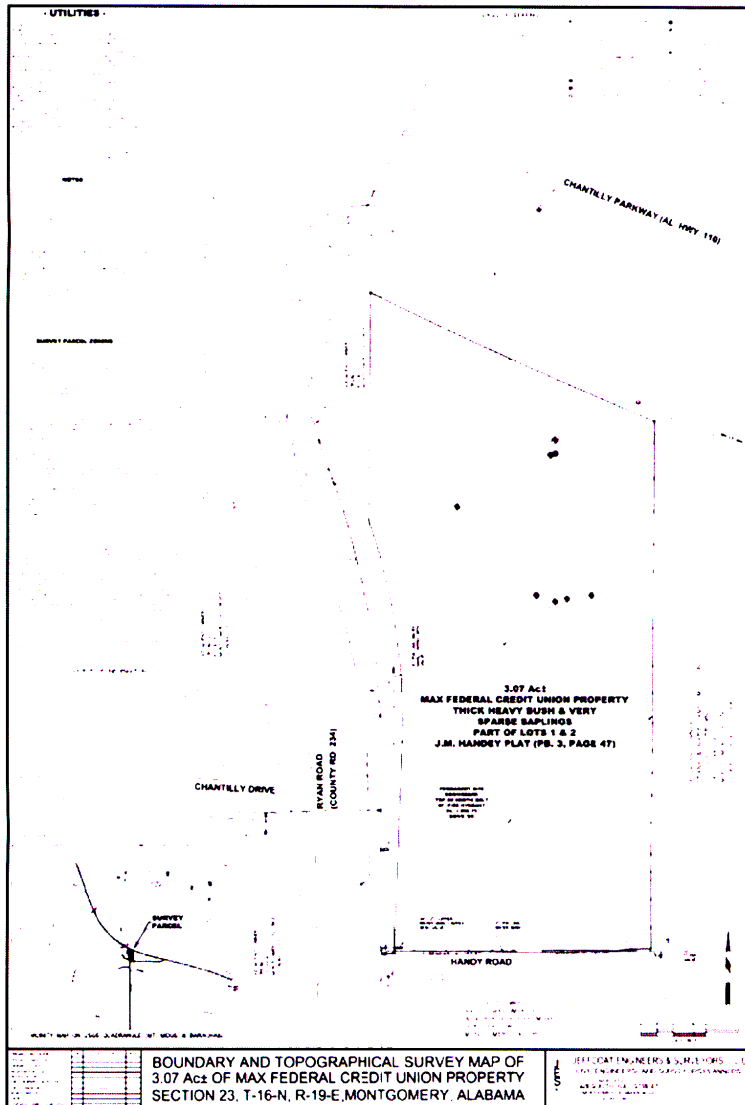


Exhibit C: Property Deeds
MAX Federal Credit Union Properties

C

400 Eastdale Circle
36117
(no #)

W-34562
\$531,500.⁰⁰
Crum & Barwell

9-6-2340-16.0

CORPORATION WARRANTY DEED

9-6-2340-15.0

STATE OF ALABAMA }
COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of ONE HUNDRED AND NO/100-----
-----DOLLARS and other valuable considerations
to the undersigned grantor, Timbercreek, LLC, a corporation
(herein referred to as GRANTOR), in hand paid by the GRANTEE(S) herein, the receipt of which is hereby acknowledged, the said GRANTOR
does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Max Federal Credit Union

(herein referred to as GRANTEE(S)) his heirs and assigns, the following described Real Estate, situated in the County of
Montgomery, and the State of Alabama, to-wit:

Lots 1 and 2 of the J.M. Handey Plat of the West 135 acres of the Southeast
1/4 of Section 23, Township 16 North, Range 19 East, as recorded with the
Judge of Probate, Montgomery County, Alabama, at Plat Book 3, Page 47, less
and except for current rights of way, and containing 3.05 acres, more or less.

This conveyance is made subject to all restrictions, reservations, easements
and/or rights-of-way which appear of record affecting title to the above
described property.

For ad valorem tax appraisal purposes only, the mailing address of the above
described property is 3.3 Acres Montgomery County, Montgomery, AL, which is
the mailing address of the Grantee.

TO HAVE AND TO HOLD, the aforegranted premises to the said GRANTEE(S) his heirs and assigns FOREVER.
And GRANTOR does covenant with the said GRANTEE(S) his heirs and assigns, that it is lawfully seized in fee simple of the afore-
mentioned premises; that they are free from all encumbrances except as hereinabove provided; that it has a good right to sell and convey the
same to the said GRANTEE(S) his heirs and assigns, and the GRANTOR will warrant and defend the premises to the said GRANTEE(S)
his heirs and assigns forever, against the lawful claims and demands of all persons, except as herein provided.

IN WITNESS WHEREOF, Timbercreek, LLC, a corporation, has caused
this instrument to be executed by Merrill H. Ingram, its duly authorized Managing Member,
and its corporate seal of said corporation to be hereunto affixed and attested by
duly authorized _____ this 21st day of July, 2003, its

ATTEST: Timbercreek, LLC Corporate Name
BY: Merrill H. Ingram Managing Member

STATE OF ALABAMA, }
Montgomery COUNTY.

I, G. Barton Crum, a Notary Public, in and for said State of Alabama
hereby certify that Merrill H. Ingram, and _____, whose names as Managing Member
and _____ of Timbercreek, LLC, a
corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the con-
tents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

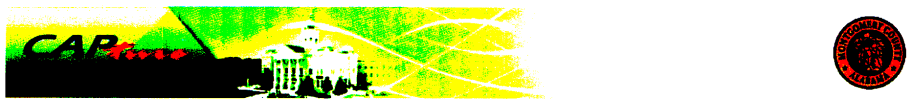
Given under my hand this the 21st day of July, 2003

Notary Public

FOR RECORDING ONLY

Exhibit D: Tax Records

MAX Federal Credit Union Properties



MONTGOMERY COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

WELCOME PROPERTY YEAR 2015 PROPERTY ID NUMBER

Search

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Assessment

Forms

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Property Tax

Assessment

Collection

Millage Rate

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County Site

**** News ****

max federal Search

LAST NAME

* Name Parcel # Mailing Address Property Address

[File Assessment](#) Tax Year: 2015 ▼

7 Records Found. TAX YEAR: 2015

09 06 23 4 000 015.000			
1	OWNER NAME: MAX FEDERAL CREDIT UNION	RECEIPT NO: 77477	
	ADDRESS: 400 EASTDALE CIR	LAND VALUE: \$258,300	
	MONTGOMERY AL 36117-0000	IMP VALUE: \$0	
	CLASS: 2	TOTAL VALUE: \$258,300	
	EXEMPTION:	TOTAL TAX: \$1,498.14	
	MUNICIPALITY: 01 COUNTY	PAID: \$1,498.14	
	CLASS USE:	TOTAL DUE: \$0.00	
09 06 23 4 000 016.000			
2	OWNER NAME: MAX FEDERAL CREDIT UNION	RECEIPT NO: 77476	
	ADDRESS: 400 EASTDALE CIR	LAND VALUE: \$273,800	
	MONTGOMERY AL 36117-0000	IMP VALUE: \$0	
	CLASS: 2	TOTAL VALUE: \$273,800	
	EXEMPTION:	TOTAL TAX: \$1,588.04	
	MUNICIPALITY: 01 COUNTY	PAID: \$1,588.04	
	CLASS USE:	TOTAL DUE: \$0.00	

The following ordinance was introduced:

ORDINANCE NO. 14-2016

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:

Lots 1 and 2 of the J.M. Handey Plat of the West 135 acres of the Southeast 1/4 of Section 23, Township 16 North, Range 19 East, as recorded with the Judge of Probate, Montgomery County, Alabama, at Plat Book 3, Page 47, less and except for current rights of way, and containing 3.05 acres, more or less.

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 9. Council District 9 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 9.

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 9 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.

EXHIBIT A

PROPOSED COUNCIL DISTRICT 9: (March 2016)

Beginning at the intersection of the centerlines of Atlanta Highway and Burbank Drive; thence North along the centerline of Burbank Drive to the intersection of the centerlines of Burbank Drive and Kershaw Manufacturing Railroad Right-of-Way; thence Southwest along the railroad centerline to the intersection of the centerlines of said railroad right-of-way and Oliver Creek; thence Southeast along the centerline of Oliver Creek to the intersection of the centerlines of Oliver Creek and Atlanta Highway; thence East along the centerline of Atlanta Highway to the intersection of the centerlines of Atlanta Highway and Kershaw Manufacturing Railroad Right-of-Way; thence Southeast approximately 8,600 feet along the centerline of said railroad to a point; thence Northeast approximately 475 feet to a point on the north line of the south half of the northwest quarter of Section 15 T16N R19E; thence East along said north line to the intersection of said north line and the centerline of Atlanta Highway; thence Southeast along the centerline of Atlanta Highway to the intersection of the centerlines of Atlanta Highway and Gibbons Drive; thence Southeasterly approximately 630 feet along the centerline of Gibbons Drive to a point; thence Northeast approximately 175 feet to the northernmost corner of Lot 1 according to the Interstate Oil Plaza Plat 4 as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 52 at Page 165; thence Southwesterly along the boundary line of said Plat to the intersection of the southernmost corner of Lot 3 of said Plat and the right-of-way of Interstate-85; thence Easterly to the intersection of the centerlines of Interstate-85 and Chantilly Parkway; thence Southeasterly to the intersection of the centerline of Chantilly Parkway and the west line of Section 14 T16N R19E; thence Northerly to the northwest corner of Lot BB according to the Mitylene Properties LLC Plat 2, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 52 at Page 64; thence Northeasterly approximately 680 feet to a point on the centerline of US Highway 80 East; thence South to the northeast corner of Lot A according to the Mitylene Properties LLC Plat 1A,

as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 49 at Page 153; thence South along the east line of said Plat to a point on the north line of Lot BB of said Mitylene Properties LLC Plat 2; thence northeasterly along said line to the northeast corner of said Lot BB; thence Southerly along the boundary line of said Lot BB to the northeast corner of Lot 4 according to the Mitylene Properties LLC Plat 1, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 48 at Page 48; thence South to the centerline of Ryan Road; thence Northwesterly approximately 580 feet to the east line of Section 15 T6N R19E; thence South along the east line of said Section 15 to the intersection of said east line and the northeast line of Lot 1 according to the Five East Property Plat 1, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 51 at Page 144; thence Southerly along the boundary line of said Lot 1 to the east line of said Section 15; thence southeasterly to a point on the south right-of-way of Eastchase Parkway; thence South to a point on the east line of Lot 1 according to the Chantilly Corners Plat 1 Corrected, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 48 at Page 190; thence Northeasterly along a curve to the southwest right-of-way of Chantilly Parkway, being the intersection of said right-of-way and the north line of Section 23T16N R19E; thence East along said north line to a point approximately 32 feet west of the southwest right-of-way of Ryan Road; thence Southwesterly approximately 107 feet to a point; thence Southeasterly to the west right-of-way of Ryan Road; thence Southeasterly approximately 88 feet to a point on said west right-of-way; thence Southeasterly approximately 95 feet to a point on the east right-of-way of Ryan Road; thence Northwesterly along said east right-of-way to the intersection of the east right-of-way of Ryan Road and the southwest right-of-way of Kershaw Manufacturing Railroad Line; thence Southeasterly approximately 2,360 feet along said railroad right-of-way to a point; thence, leaving said railroad right-of-way, Southeasterly approximately 1,050 feet to the northeast corner of Lot 3 according to the Chantilly Place Plat 1, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 49 at Page 129; thence Southwesterly along the boundary line of said Lot 3 to the southwest corner of said Lot 3; thence Southerly along the curve of Chantilly Parkway Court to the southeast corner of Lot A according to the Caitlyn Development Plat 1, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 51 at Page 125; thence Southwesterly along the boundary line of said Lot A to the north right-of-way of Chantilly Parkway; thence Northwest along said right-of-way to the east line of the west half of Section 23 T16N R19E; thence South along said east line to the northwest corner of Lot 1 according to the JM Handy Plat, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 3 at Page 47; thence Southeast along the north boundary of Lots 1 and 2 of said Plat to the northeast corner of said Lot 2; thence South along the east line of said Lot 2 to the southeast corner of said Lot 2, being the north right-of-way of Handey Road; thence West along said north right-of-way to the east line of the west half of said Section 23; thence South along the east line of said Section 23 and Section 26 T16N R19E to the southeast corner of the northeast quarter of the northwest quarter of said Section 26; thence West to the southwest corner of Lot 3 Block G according to the Ranchette Estates Plat, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 17 at Page 98; thence North to the north right-of-way of Palomino Drive; thence West approximately 525 feet to a point on said right-of-way; thence South to the northeast corner of Lot 9 Block G of said Plat; thence South to the Southeast corner of said Lot 9; thence West to the northeast corner of Lot A according to the Tuscany Plat 1, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 51 at Page 32; thence Southeast along the east line of the Tuscany Subdivision to the centerline of Vaughn Road; thence West along the centerline of Vaughn Road to the intersection of the centerlines of Vaughn Road and Whites Slough; thence Northerly along the centerline of Whites Slough to the intersection of the centerlines of Whites Slough and Festival Drive; thence, leaving the centerline of Festival Drive, North approximately 1,150 feet to the centerline of Festival Drive; thence Southwesterly along the centerline of Festival Drive to the intersection of the centerlines of Festival Drive and Arbor Station Road; thence Westerly along the centerline of Arbor Station Road to the intersection of the centerlines of Arbor Station Road and Eastern Boulevard; thence Northerly along the centerline of Eastern Boulevard to the intersection of the centerlines of Eastern Boulevard and Atlanta Highway; thence East along the centerline of Atlanta Highway to the point of beginning.

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

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. 15-2016

AN ORDINANCE TO ESTABLISH REGULATIONS FOR SELF-CONTAINED PORTABLE TOILETS

WHEREAS, the City Council of the City of Montgomery recognizes the need to preserve and protect the health, safety and general welfare of the citizens and property in the City of Montgomery; and

WHEREAS, the City Council of the City of Montgomery is aware of abandoned and/or unmaintained self-contained portable toilets; and

WHEREAS, the City Council of the City of Montgomery desires to protect the citizens and property by establishing regulations for the use and maintenance of self-contained portable toilets.

BE IT RESOLVED, by the City Council of the City of Montgomery, the following is adopted:

Section 1. Definitions

As used in this ordinance, the following definitions shall apply:

“Long-term use” means any use of one or more self-contained portable toilets for a period of more than 10 consecutive calendar days.

“Self-contained portable toilets” means one or more commercially manufactured or assembled self-contained toilet facility that is portable and is not designed or intended for connection to a sewer system with a standard connection.

“Site” means any property or properties, consisting of one or more lots, whether developed or undeveloped, that make up an individual location. Examples of a site include but are not limited to a parking lot or lots, a business location consisting of one or more buildings, and a residential property consisting of one or more lots.

“Temporary use” means any use of one or more self-contained portable toilets for a period of 10 calendar days or less.

“Use” means the presence of one or more self-contained portable toilets on a site which are intended for use, even if not actually being used. This would include periods when the toilets are physically secured for security or maintenance periods.

Section 2. Allowed uses

Unless otherwise authorized by another code or statute, self-contained portable toilets shall be prohibited except as provided for herein.

- 1. The temporary use of self-contained portable toilets for construction, rehabilitation projects, special events, interruption of sewer service for emergencies or planned upgrades/repairs, and at sites or facilities that are not permanently inhabited and do not have installed toilet facilities is allowed.**

2. **The long-term use of self-contained portable toilets for construction, rehabilitation projects, special events, interruption of sewer service for emergencies or planned upgrades/repairs, and at sites or facilities that are not permanently inhabited and do not have installed toilet facilities**
3. **The use of self-contained portable toilets shall be allowed in the residential zoning districts subject to the following limitations:**
 - (A) **The temporary use of self-contained portable toilets for construction, rehabilitation projects, and interruption of sewer service for emergencies or planned upgrades/repairs is allowed.**
 - (B) **The use of self-contained portable toilets, limited to four (4) calendar days or less, for special events such as wedding receptions or family reunions on private property is allowed.**

Section 3. Maintenance Requirements

It is the responsibility of the property owner of the site where self-contained portable toilets are located to ensure compliance with the maintenance requirements in this section. For special events that obtain a permit from the city, it is the event coordinator's responsibility to ensure compliance with the maintenance requirements in this section. The following maintenance requirements shall apply to all uses of self-contained portable toilets:

- (1) **For temporary uses the self-contained portable toilets must be in good working condition without any broken surfaces or leaks. Doors must be in good working condition and must be able to be securely latched while in use. The toilet(s) must be monitored and/or permanently secured, or serviced by a licensed disposal contractor if the holding tank becomes full during the period of use.**
- (2) **Toilet(s) shall be located on the site so as to be free from obstruction from, nor present an obstruction to, existing structures or driveways. The toilet(s) shall be located in such a manner as to not be potentially impacted by site conditions such as slopes, ditches, or prevailing winds. Toilet(s) located in residential zones shall be located to provide the maximum practical screening from roads and adjacent properties as the site allows.**
- (3) **It is the property owner/event operator's responsibility to ensure that toilet(s) are not used in a dangerous or inappropriate manner, especially by children. This may be accomplished by monitoring or securing the toilet(s) during periods of inactivity, such as night time and weekend hours, or by other effective means as appropriate.**

Section 4. Effect on existing self-contained portable toilets.

Any self-contained portable toilet currently either located on a site or in a manner which is in violation of the provisions of this ordinance shall be removed within 180 days of the effective date of the ordinance,

Section 5. Penalty for violation

Any person or business violating any provision of this Ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine based on the following:

- (1) **First day through seventh day: Up to \$25.00 per day.**
- (2) **Eighth day through fourteenth day: Up to \$50.00 per day.**
- (3) **Fifteenth day through twenty-second day: Up to \$75.00 per day.**

(4) Twenty-third day through thirtieth day: Up to \$100.00 per day.

(5) Each additional day beyond thirty days: Up to \$125.00 per day.

Section 6. Storage for Business Use

The storage of self-contained portable toilets at a commercial facility or business which are not intended to be used is not considered a use under this ordinance.

Section 7. Conflict with other laws

Nothing in this ordinance shall prohibit any use of self-contained portable toilets that is required by another code or statute.

Mr. Tommy Tyson of Planning Controls 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. 16-2016

GRANTING TO CONSTRUCT, INSTALL, AND MAINTAIN BALCONY, AWNING, AND CANOPY STRUCTURES OVER A PORTION OF THE RIGHT-OF-WAY OF DEXTER AVENUE AND DEXTER ALLEY.

Be it ordained by the Council of the City of Montgomery, Alabama:

1. That a license containing the hereinafter prescribed terms and conditions be, and the same hereby is, granted unto BRMD Investments, LLC. and future owners and assigns in the ownership of the parcel hereinafter described to allow construction, installation, maintenance, and use of the following:

Dexter Avenue Canopy over Main Entrance

A canopy structure over and on a portion of the right-of-way of Dexter Avenue owned by the City of Montgomery and described as follows:

Commence at the northwest corner of Dexter Avenue at Court Street; thence East along the north side of Dexter Avenue a distance of 142.18 feet to the point of beginning; thence West a distance of 25 feet to a point; thence South a distance of 6 feet to a point; thence East a distance of 25 feet to a point; thence North a distance of 6 feet to the point of beginning. Said described parcel being a 6 foot strip of land lying within the right-of-way of Dexter Avenue in the Northwest Quarter of the Southwest Quarter of Section 7, T-16-N, R-18-E, Montgomery County, Alabama and containing 150 square feet, more or less.

Public Alley Balcony #1

A balcony structure and out-swinging doors over and on a portion of the right-of-way of Dexter Alley owned by the City of Montgomery and described as follows:

Commence at the northwest corner of Dexter Avenue at Court Street; thence East along the north side of Dexter Avenue a distance of 142.18 feet to a point; thence North a distance of 15 feet 8 inches to the point of beginning; thence East a distance 6 feet to a point; thence North a distance of 18 feet to a point; thence West a distance of 6 feet to a point; thence South a distance of 18 feet to the point of beginning. Said described parcel being a 6 foot strip of land lying within the right-of-way of Dexter Alley in the Northwest Quarter of the Southwest Quarter of Section 7, T-16-N, R-18-E, Montgomery County, Alabama and containing 108 square feet, more or less.

Public Alley Balcony #2

A balcony structure and out-swinging doors over and on a portion of the right-of-way of Dexter Alley owned by the City of Montgomery and described as follows:

Commence at the northwest corner of Dexter Avenue at Court Street; thence East along the north side of Dexter Avenue a distance of 142.18 feet to a point; thence North a distance of 79 feet 8 inches to the point of beginning; thence East a distance of 6 feet to a point; thence North a distance of 18 feet to a point; thence West a distance of 6 feet to a point; thence South a distance of 18 feet to the point of beginning. Said described parcel being a 6 foot strip of land lying within the right-of-way of Dexter Alley in the Northwest Quarter of the Southwest Quarter of Section 7, T-16-N, R-18-E, Montgomery County, Alabama and containing 108 square feet, more or less.

Public Alley Awning over Stair & Elevator Door

An awning structure and out-swinging doors over and on a portion of the right-of-way of Dexter Alley owned by the City of Montgomery and described as follows:

Commence at the northwest corner of Dexter Avenue at Court Street; thence East along the north side of Dexter Avenue a distance of 142.18 feet to a point; thence North a distance of 44 feet 9 inches to the point of beginning; thence East a distance 4 feet to a point; thence North a distance of 10 feet 4 inches to a point; thence West a distance of 4 feet to a point; thence South a distance of 10 feet 4 inches to the point of beginning. Said described parcel being a 4 foot strip of land lying within the right-of-way of Dexter Alley in the Northwest Quarter of the Southwest Quarter of Section 7, T-16-N, R-18-E, Montgomery County, Alabama and containing 42 square feet, more or less.

2. By accepting this permit, the aforesaid BRMD Investments, LLC. and future owners and assigns (hereinafter collectively referred to as "Licensee") in interest in the above described parcels, do assume and agree to be bound by the several duties and obligations imposed upon them by the following terms and conditions of this License, namely:
 - a. The City authorizes and permits the Licensee to construct, operate and maintain said structures and utilize the right-of-way as previously described in accordance with, and subject to the terms of this License.
 - b. Upon allowing said structures and uses, no liability will attach to the City of Montgomery from the existence, use or maintenance, and the Licensee has agreed to indemnify and hold harmless the City of Montgomery from any

and all liability arising from the construction, maintenance or use of said structures.

- c. Above described structures will be allowed to remain upon the written approval by the City Building Inspector and the City Engineer.**
 - d. No other construction of any type will be built under the terms of this License.**
 - e. The City of Montgomery shall have authority to enter upon said right-of-way for the maintenance and repair of its facilities located therein.**
 - f. Licensee is to remove said structures any time upon 30 days written notice from the City and agrees to remove said structures at no expense to the City should notice be given, and in the absence of the Licensee's compliance with such request to remove said structures, the City is hereby authorized to remove said structures at the expense of the Licensee.**
 - g. Should the City determine that it is necessary to enlarge or reconstruct or improve the street or any facility located in said rights-of-way, the City shall be held harmless should such enlargement, reconstruction, or improvement damage or injure said structures.**
 - h. This License shall expire at the end of thirty (30) years.**
- 3. That the Mayor and the City Clerk be, and are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Montgomery, Alabama the "License Agreement" containing the above terms.**

LICENSE AGREEMENT

**STATE OF ALABAMA
MONTGOMERY COUNTY**

WHEREAS, BRMD Investments, LLC. (herein after referred to as Licensee) wishes to construct, operate, and maintain a canopy, two balconies, an awning and out-swinging doors on and over hereinafter described parcels of right-of-way owned and maintained by the City of Montgomery (hereinafter referred to as Licensor); and

WHEREAS, the City of Montgomery, Alabama, a municipal corporation, wishes to permit and license Licensee to construct, operate and maintain said structures;

NOW THEREFORE, in consideration of the premises and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensee and Licensor agree as follows:

1. Licensor hereby authorizes and licenses Licensee to construct, operate and maintain a canopy, two balconies, an awning and out-swinging doors upon, over, and above the parcels of right-of-way owned and maintained by Licensor, the said property being more particularly described as follows:

Dexter Avenue Canopy over Main Entrance

Commence at the northwest corner of Dexter Avenue at Court Street; thence East along the north side of Dexter Avenue a distance of 142.18 feet to the point of beginning; thence West a distance of 25 feet to a point; thence South a distance of 6 feet to a point; thence East a distance of 25 feet to a point; thence North a distance of 6 feet to the point of beginning. Said described parcel being a 6 foot strip of land lying within the right-of-way of Dexter Avenue in the Northwest Quarter of the Southwest Quarter of Section 7, T-16-N, R-18-E, Montgomery County, Alabama and containing 150 square feet, more or less.

Public Alley Balcony #1

Commence at the northwest corner of Dexter Avenue at Court Street; thence East along the north side of Dexter Avenue a distance of 142.18 feet to a point; thence North a distance of 15 feet 8 inches to the point of beginning; thence East a distance 6 feet to a point; thence North a distance of 18 feet to a point; thence West a distance of 6 feet to a point; thence South a distance of 18 feet to the point of beginning. Said described parcel being a 6 foot strip of land lying within the right-of-way of Dexter Alley in the Northwest Quarter of the Southwest Quarter of Section 7, T-16-N, R-18-E, Montgomery County, Alabama and containing 108 square feet, more or less.

Public Alley Balcony #2

Commence at the northwest corner of Dexter Avenue at Court Street; thence East along the north side of Dexter Avenue a distance of 142.18 feet to a point; thence North a distance of 79 feet 8 inches to the point of beginning; thence East a distance of 6 feet to a point; thence North a distance of 18 feet to a point; thence West a distance of 6 feet to a point; thence South a distance of 18 feet to the point of beginning. Said described parcel being a 6 foot strip of land lying within the right-of-way of Dexter Alley in the Northwest Quarter of the Southwest Quarter of Section 7, T-16-N, R-18-E, Montgomery County, Alabama and containing 108 square feet, more or less.

Public Alley Awning over Stair & Elevator Door


Commence at the northwest corner of Dexter Avenue at Court Street; thence East along the north side of Dexter Avenue a distance of 142.18 feet to a point; thence North a distance of 44 feet 9 inches to the point of beginning; thence East a distance 4 feet to a point; thence North a distance of 10 feet 4 inches to a point; thence West a distance of 4 feet to a point; thence South a distance of 10 feet 4 inches to the point of beginning. Said described parcel being a 4 foot strip of land lying within the right-of-way of Dexter Alley in the Northwest Quarter of the Southwest Quarter of Section 7, T-16-N, R-18-E, Montgomery County, Alabama and containing 42 square feet, more or less.

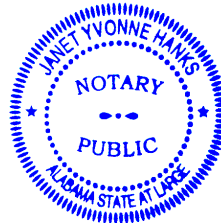
2. Licensee agrees that no liability will attach to the City from the use or maintenance of the structures and does hereby indemnify and hold Licensor harmless from any and all liability arising out of the existence, use or maintenance of said structures.
3. Licensee agrees to permit the city to enter upon said property for the maintenance and repair of its facilities located therein, and further agrees to remove said structures at any time upon 30 days written notice from the city, and agrees to remove said structures at no expense to the Licensor should such notice be given, and in the absence of Licensee's compliance with such request they authorize Licensor to remove said structures at Licensee's expense. Licensee shall also have the right to remove the structures at any time upon 30 days written notice to Licensor.
4. Licensee agrees that a copy of this agreement shall be recorded in the office of the Judge of Probate of Montgomery, County, Alabama, at the expense of Licensee and the copy, when recorded, shall be furnished to Licensor for its files.

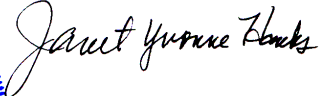
5. Licensee agrees that should the city determine that it is necessary to enlarge, reconstruct or improve any facilities located in, upon, or near the above-described portion of right-of-way, as a further consideration for this agreement, Licensee shall hold Licensor harmless should such enlargement, reconstruction or improvement damage or injure any of the said structures the subject of this agreement or any part thereof.
6. This License Agreement and the license that it conveys shall expire at the end of thirty (30) years from the passage of the ordinance granting the said license.

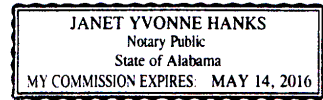
IN WITNESS WHEREOF, JERALD LABOVITZ, ON BEHALF OF OWNER BRMD INVESTMENTS, LLC, HAS SET HAND AND SEAL, THIS THE 12th DAY OF October, 2015.

LICENSEE


 JERALD LABOVITZ
 Owner Representative, BRMD Investments, LLC.







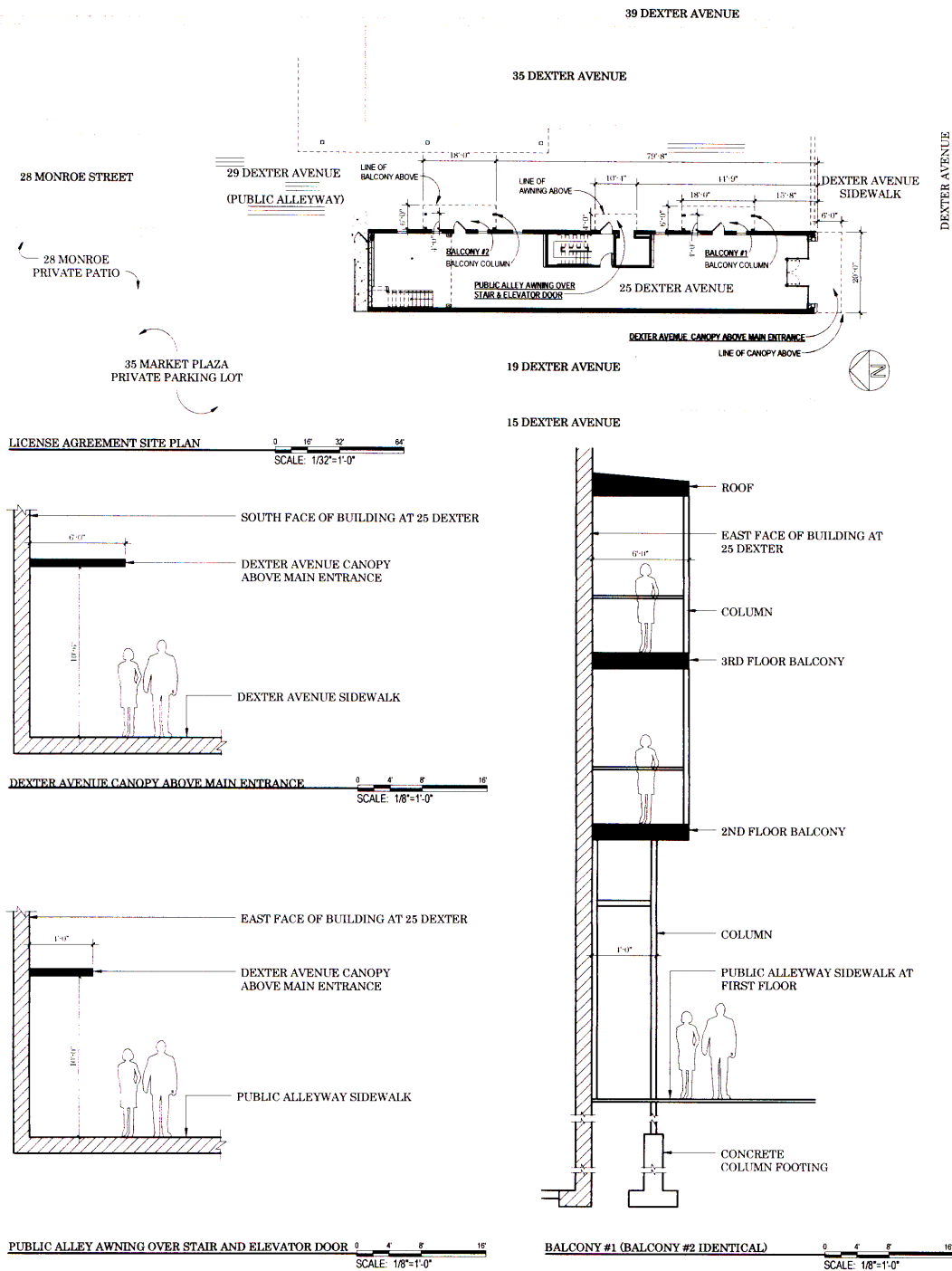
IN WITNESS WHEREOF, THE CITY OF MONTGOMERY, ACTING THROUGH ITS MAYOR, HAS SET HIS HAND AND SEAL, THIS THE 12th DAY OF October, 2015.

 BY: Todd Strange
 ITS: Mayor

ATTEST:

 BY: Brenda Gale Blalock
 ITS: City Clerk

25 Dexter - License Agreement Drawings



Mr. John Foshee, Architect with Foshee Design & Construction, 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 appeal by James L. Lane of Architectural Review Board's denial of a request for demolition of the property at 205 North Goldthwaite Street (Capitol Inn, Cottage Hill). Mr. James Bohannon, Attorney, was present representing Mr. James L. Lane, owner of property. Commissioner Elton Dean, Chairman of Montgomery County Commission, was present in support of Mr. Lane's request for demolition.

Councillor Larkin made a motion to carry this item over to the next regular council meeting, which motion failed with the following vote:

AYES:	LARKIN, GREEN	--2
NAYS:	BOLLINGER, LYONS, BURKETTE, BELL, LEE, PRUITT, JINRIGHT	--7
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

Councillor Burkette made a motion to overturn the Architectural Review Board's denial and allow the demolition of the property at 205 North Goldthwaite Street (Capitol Inn, Cottage Hill), which motion carried with the following vote:

AYES:	BOLLINGER, LYONS, BURKETTE, GREEN, LEE, PRUITT, JINRIGHT	--7
NAYS:	LARKIN, BELL	--2
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk reported that Agenda Item No. 5 is now in compliance and resolution withdrawn.

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

RESOLUTION NO. 70-2016

WHEREAS, My Place Catering and Events Inc., d/b/a My Place Catering and Events, 143 Eastern Boulevard, has filed an application for a Special Retail – More Than 30 Days 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, My Place Catering and Events Inc., d/b/a My Place Catering and Events, 143 Eastern Boulevard, be and is hereby approved for a Special Retail – More Than n 30 Days Liquor License, and concurrence in the issuance of the license by the State of Alabama Alcoholic Beverage Control Board.

Mr. Marlo Pickett was present representing this item. No one was present in opposition to this item.

Councillor Green 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 Green 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 proposed resolution:

RESOLUTION NO. 71-2016

WHEREAS, Sous La Terre Inc., d/b/a SLT Food Mart, 80 Commerce Street, 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, Sous La Terre Inc., d/b/a SLT Food Mart, 80 Commerce Street, be and is hereby approved for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) Licenses, and concurrence in the issuance of the licenses by the State of Alabama Alcoholic Beverage Control Board.

Mr. George Trawick 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 proposed resolution:

RESOLUTION NO. 72-2016

WHEREAS, Sous La Terre Inc., d/b/a SLT Package Store 2, 501 Mildred Street, 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, Sous La Terre Inc., d/b/a SLT Package Store 2, 501 Mildred Street, 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. George Trawick was present representing this item. No one was present in opposition to this item.

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 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 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 proposed resolution:

RESOLUTION NO. 73-2016

WHEREAS, Downtown Q LLC, d/b/a YP Summit Montgomery, One Court Square, Suite 101, 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, Downtown Q LLC, d/b/a YP Summit Montgomery, One Court Square, Suite 101, 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. Bob Parker answered questions regarding this item via telephone. 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. 74-2016

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 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

Councillor Lee introduced the following ordinance:

ORDINANCE NO. 17-2016

**ORDINANCE CONSENTING TO DISPOSAL OF CERTAIN REAL PROPERTY BY
THE WATER WORKS AND SANITARY 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 at 6350 and 6400 Mobile Highway, Montgomery, Alabama (the "Property"); and

WHEREAS, Board desires to sell portions of the Property to CNJ USA, 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 Board of the City of Montgomery for such transactions(s).



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

Councillor Pruitt introduced the following resolution:

RESOLUTION NO. 75-2016

WHEREAS, Larry Grewelle's term on the Montgomery Clean City Commission expired November 29, 2013; and

WHEREAS, Councillor Pruitt has nominated Cindy Yarbrough to serve on said board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Cindy Yarbrough be and is hereby appointed to the Montgomery Clean City Commission for unexpired term, ending November 29, 2016.

Councillor Pruitt 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 Pruitt 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, having been approved by Mayor Strange:

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MEMORANDUM

TO: Mayor Todd Strange
FROM: Brenda Gale Blalock *BGB*
City Clerk
DATE: April 15, 2016
RE: District 2- request for Council Contingency Funds

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

1. \$500.00 to DeerField Homeowners Association, c/o Renee Casillas.



MEMORANDUM

TO: Mayor Todd Strange

FROM: Brenda Gale Blalock *BGB*
City Clerk

DATE: April 15, 2016

RE: District 7 – request for Council Contingency Funds

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

1. \$750.00 to E.D. Nixon PTA for May Day event.



MEMORANDUM

TO: Mayor Todd Strange
FROM: Brenda Gale Blalock *BGB*
City Clerk
DATE: April 18, 2016
RE: District 9 – request for Council Contingency Funds

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

1. \$250.00 to Halcyon Elementary Drama Department for performance of "The Lion King".



Councillor Bollinger requested to add \$500.00 to Montgomery Museum of Fine Arts.

Councillor Larkin requested to add \$300.00 to Jumpstart Group, ATTN: Barbara Mays; West Chisholm Neighborhood Association \$250.00; and Cleveland Avenue YMCA for \$500.00.

Councillor Lee requested to add \$250.00 to Liberty Learning Foundation; \$1,000.00 to Cloverdale/Idlewild Neighborhood Association; \$500.00 to Old Cloverdale Neighborhood Association; \$500.00 to McGhee Estates Neighborhood Association; and \$500.00 to Ridgecrest/Southern Meadows Neighborhood Association.

Councillor Jinright requested to add \$250.00 to Liberty Learning Foundation.

Councillor Burkette requested to add \$500.00 to House of Refuge Church.

Mayor Strange approved the allocation of these funds, with the exception of the allocation of \$300.00 to Jumpstart Group which would be contingent upon receiving the 501(c) 3 verification.

Councillor Larkin made a motion to authorize the payment of allocations from the Council Contingency funds, with additions, 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 6:03 p.m.

BRENDA GALE BLALOCK, CITY CLERK

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