

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

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

**PRESENT: BOLLINGER, LYONS, BURKETTE,
GREEN, BELL, LEE, PRUITT, JINRIGHT --8**
ABSENT: LARKIN --1

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 Jinright, and the Pledge of Allegiance.

Councillor Bollinger made a motion to adopt the March 15, 2016, Work Session Minutes, as circulated, which motion carried with the following vote:

**AYES: BOLLINGER, BURKETTE, GREEN,
BELL, LEE, PRUITT, JINRIGHT --7**
NAYS: NONE --0
ABSTAINED: LYONS --1
ABSENT: LARKIN --1

Councillor Bollinger made a motion to adopt the March 15, 2016, Regular Council Minutes, as circulated, which motion carried with the following vote:

**AYES: BOLLINGER, BURKETTE, GREEN,
BELL, LEE, PRUITT, JINRIGHT --7**
NAYS: NONE --0
ABSTAINED: LYONS --1
ABSENT: LARKIN --1

Councillor Larkin entered the Council Chamber at 5:05 p.m.

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

RESOLUTION NO. _____

WHEREAS, Patrick D. Bye, d/b/a Bye Bye Place, 1114 Adams Avenue, has filed an application for a Lounge Retail Liquor – Class I 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, Patrick D. Bye, d/b/a Bye Bye Place, 1114 Adams Avenue, be and is hereby approved for a Lounge Retail Liquor – Class I License, and concurrence in the issuance of the license by the State of Alabama Alcoholic Beverage Control Board.

Mr. Patrick Bye was present representing this item.

Councillor Larkin made a motion to deny the foregoing resolution, which motion carried with the following vote:

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

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

RESOLUTION NO. 52-2016

WHEREAS, Jason Stinson, d/b/a Westside Social and Savings Club, 2127 Day Street, has filed an application for a Lounge Retail Liquor – Class I 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, Jason Stinson, d/b/a Westside Social and Savings Club, 2127 Day Street, be and is hereby approved for a Lounge Retail Liquor – Class I License, and concurrence in the issuance of the license by the State of Alabama Alcoholic Beverage Control Board.

Mr. Jason Stinson was present representing this item.

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

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

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

ORDINANCE NO. 10-2016

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 M-3 (General Industrial) Zoning District to an R-99-s-Q (Mobile Home Subdivision-Qualified) Zoning District.

Commence at the southeast corner of Section 20, T16N, R16E, Montgomery County, Alabama and run north along the east section line of said Section 20, 2,737.8 ft. to the point of beginning, thence west 900 ft.; thence north 242 ft.; thence east 900 ft.; thence south 242 ft. to the point of beginning; all lying within the NE ¼ Section 20, T16N, R16E, Montgomery County, Alabama and being 5 acres more or less together with rights to a non-exclusive 30 ft. wide private access and utility easement running south and along the section line to Old Selma Road.

SECTION 2. Restricted to one (1) mobile home.

SECTION 3. This ordinance shall take effect upon its passage, approval and publication, or as otherwise provided by law.

Mr. Tommy Tyson was present representing the Planning Commission. No one was present representing this item. No one was present in opposition of this item.

Councillor Burkette made a motion to sustain the recommendation of the Planning Commission and 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 placed to hear and consider all objections and protests to the following proposed ordinance:

ORDINANCE NO. 11-2016

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 AGR-2 (General Agriculture) Zoning District to a B-2 (Commercial) Zoning District.

Lots 3, 4, and 5 of A. C. Lawrence Subdivision as recorded in Plat Book 13, at Page 23 in Office of Judge of Probate, Montgomery County, Alabama.

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

Mr. Tommy Tyson was present representing the Planning Commission. Mr. Frank Potts was present representing this item. No one was present in opposition of this item.

Councillor Lyons made a motion to sustain the recommendation of the Planning Commission and 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 all objections and protests to the following proposed ordinance:

ORDINANCE NO. 12-2016

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 AGR-1 (Residential Agriculture) Zoning District to a B-3 (Commercial) Zoning District.

Begin where the south line of Section 8, T15N, crosses the south right-of-way of U.S. Highway 231; thence along south right-of-way N36°00'W, 70.01 ft. to a right-of-way marker; thence N35°44'04"W, 277.66 ft.; thence S54°51'07"E, 198.57 ft.; thence S39°02'41"E, 229.02 ft. to the south line of Section 8, T15N, R19E; thence along said section line N87°26'39"E, 221.26 ft. to the point of beginning. Said parcel lying and being situated in the SW ¼ of the SW ¼ of Section 8, T15N, R19E, Montgomery County, Alabama and contains 1.27 acres; also Lot 1, according to the Correction Map of Candace Bowman Plat No. 1 as the plat appears of record in the Office of the Judge of Probate of Montgomery County, Alabama in plat book 33 at page 38.

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

Mr. Tommy Tyson was present representing the Planning Commission. Mr. Vince Ingram was present representing this item. No one was present in opposition of this item.

Councillor Bell made a motion to sustain the recommendation of the Planning Commission and 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 all objections and protests to the following proposed ordinance:

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-65-d (Duplex Residential) Zoning District to a B-2 (Commercial) Zoning District.

Lot "N" Block 16 according to the Resurvey of Lots 1 to 18, inclusive, Block 15 and Lots 14 to 31, inclusive in Block 16 Ridgecrest as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in plat Book 8 at page 48.

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

Mr. Tommy Tyson was present representing the Planning Commission. Ms. Ella McCall was present representing this item. No one was present in opposition of this item.

Councillor Lee made a motion to sustain the recommendation of the Planning Commission and deny the foregoing ordinance, which motion carried with the following vote:

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

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

ORDINANCE NO. 13-2016

AN ORDINANCE AUTHORIZING PURCHASE/SALE AGREEMENT AND SALE OF REAL ESTATE LOCATED EAST OF 851 MAXWELL BOULEVARD FOR ECONOMIC DEVELOPMENT TO THOMAS G. GREEN IV

WHEREAS, the City of Montgomery, Alabama ("City") owns certain real property located directly east of 851 Maxwell Boulevard, as more particularly identified in Exhibit "A" attached hereto ("Property"); and

WHEREAS, the Property is surplus property no longer needed for public or municipal purposes, and it is in the public's best interest that any right, title and interest the City may have in and to the said Property be transferred and conveyed to Thomas G. Green, IV, or his assigns, for the investment in the Property along Maxwell Boulevard; and

WHEREAS, it is advantageous and in the public interest of the City to boost economic development, including without limitation the redevelopment of the Maxwell Boulevard Area, including this Property, for the purpose of promoting commercial development and private investment in the City; and

WHEREAS, Thomas G. Green, IV, is the owner of the adjacent property at 851 Maxwell Boulevard. Mr. Green seeks acquisition of the Property for purposes of expanding his business and investing in screening along Maxwell Boulevard; and

WHEREAS, the City of Montgomery and Thomas G. Green, IV, have negotiated a Purchase/Sale Agreement, attached as Exhibit “B”, subject to approval by the City Council, wherein the City agrees to sell to Thomas G. Green, IV, the Property identified in Exhibit “A”, for a total Purchase Price of \$6,380, consisting of base earnest money deposited in the amount of \$500, with the balance in cash at closing; and

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

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

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

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

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

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

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

EXHIBIT A

Property Identification

Property: Directly east of 851 Maxwell Boulevard, Montgomery, Alabama

Parcel Number: 03-11-01-12-03-009-001.000

Map:



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 **Thomas G Green IV**, an individual (hereinafter referred to as "Buyer");

1. PURCHASE AND SALE.

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

That certain parcel of real property outlined in red on the map attached hereto as Exhibit A

Address: _____ Maxwell Boulevard Montgomery, AL 36_____
Parcel No: 03-11-01-12-03-009-001.000

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

2. PURCHASE PRICE.

2.1 The purchase price of the Property (the "Purchase Price") shall be \$6,380 (Six Thousand Three Hundred Eighty Dollars and no/100). The Purchase Price shall be payable by Buyer as follows:

(a) The sum of Five Hundred and No/100 Dollars (\$500.00), as Earnest Money (the "Earnest Money"), to be deposited by Buyer with Ball, Ball, Matthews & Novak, PA, as escrow agent (the "Escrow Agent"), within two (2) business days after Buyer's receipt of a fully executed copy of this Agreement.

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

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

2.2 The Purchase Price has been determined and calculated at a reduced rate as a stimulus to economic development. As part of the consideration of the sale at such reduced purchase price, Buyer covenants and agrees to and shall complete the construction/development on and to the Property, in accordance with the Development Agreement attached hereto as Exhibit B ("Development Agreement"). 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 Buyer, title to the Property together with any improvements shall automatically revert to the Seller and Buyer shall execute and deliver a statutory warranty deed re-conveying property to Seller. Upon reversion, Seller shall return and pay over to Buyer the Purchase Price, whereupon Buyer shall have no other recourse against 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 2.2 SHALL SURVIVE THE CLOSING.

3. INSPECTION PERIOD and RIGHT OF ENTRY:

3.1 Buyer shall have a period of thirty (30) days after the effective date of this Agreement, ("Inspection Period") to satisfy itself as to any or all matters or conditions pertaining to the property and the intended use and development thereof. Buyer shall have the right to inspect the Property, to conduct a land use, engineering and environmental studies and reviews with respect to the Property, to conduct a market analysis of the Property and the intended use thereof, to confirm and seek, as necessary, zoning, zoning variance(s) and other governmental land use approvals, permits and licenses with respect to the Property and the intended use thereof. Notwithstanding anything contained in this Agreement to the contrary, in the event Buyer determines, in its sole and absolute discretion, that the Property is not satisfactory for any reason, Buyer shall have the right to terminate this Agreement at any time, without explanation for its reason of termination, on or before the expiration of the inspection period by delivering to Seller Buyer's notice in writing ("Termination Notice"), and in such event, the Earnest Money shall be refunded to Buyer and all rights and obligations hereunder shall cease and terminate. In the event this Agreement is not terminated by Buyer within the Inspection Period, it shall be deemed accepted and the parties hereto shall proceed to close this sale as set forth herein.

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

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

characterized and disposed of properly and in accordance with all local, State and Federal requirements.

4. GOVERNMENTAL APPROVALS. Except as otherwise provided below in this Paragraph 5, Buyer is hereby authorized to seek and obtain any and all permits, licenses, site and development plan approvals, permits and authorizations, zoning variance approvals, curb-cut approvals, and any and all other approvals or consents as Buyer may deem necessary in connection with its proposed acquisition, development and use of the Property and Seller agrees to cooperate with Buyer in such endeavor. If any such applications, approvals or permits are required to be sought in Seller's name, Seller shall upon Buyer's request seek same without cost to Seller. As part of the consideration for Buyer's payment of the Purchase Price, Seller shall assign, transfer and convey to Buyer at Closing all permits, approvals, licenses, site and development plans affecting the Property issued in Seller's name which Buyer requests Seller to assign to Buyer and shall deliver such originals in Seller's possession to Buyer at Closing, provided such permits, licenses, approvals, and plans are assignable. BUYER SHALL NOT REZONE, OR ATTEMPT TO REZONE, THE PROPERTY, OR ANY PORTION THEREOF, PRIOR TO CLOSING THIS SALE WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.

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

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

7. TITLE. Upon approval by the Montgomery City Council, Seller shall, at its expense, provide Buyer with any existing title insurance policies and existing surveys which are in Seller's possession or readily available to it and an updated abstract of title (the "Abstract") pertaining to the Property. During the Inspection Period, Buyer may, at its expense, obtain a commitment (the "Title Commitment") from a title insurance company designated by Buyer (the "Title Company"), acting through its local agent for the issuance of an owner's marketable fee simple title insurance policy (the "Title Policy") on the Property in the amount of the Purchase Price. Seller shall, at its expense, deliver a Statutory Warranty Deed for the Property (the "Deed") to Buyer's attorney in the generally accepted form. Buyer shall have until the expiration of the Inspection Period to review the Title Commitment (if any), the Abstract, the Survey and the Deed to notify Seller of such written objections as Buyer may have to matters set forth therein which affect the feasibility of Buyer's contemplated purchase of the Property. Any matters

reflected in the Deed, Survey, the Abstract or the Title Commitment to which Buyer does not timely object (the "Permitted Exceptions") shall be deemed acceptable to Buyer. The premiums for the Title Policy shall be paid at the Closing by Buyer. In the event any such objections are made by Buyer, Seller shall have a period of 30 (thirty) days (or longer if extended in writing by Buyer) from the receipt of the same in order to cure such objections. Failure to cure the objections to Buyer's satisfaction shall give Buyer the right to:

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

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

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

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

8. CLOSING. Subject to the satisfaction of all the conditions hereof or the waiver in writing thereof by Buyer, the date of Closing shall be on or before ten (10) days after the end of the Inspection Period, unless such date is a Saturday, Sunday or legal holiday, in which event the date shall be extended to the next business day. The sale shall be closed in Montgomery, Alabama, at the office of Seller's attorney. At Closing, Seller shall deliver to Buyer a Statutory Warranty Deed conveying a good and marketable, indefeasible fee simple title in and to the Property subject to (i) covenants, restrictions, reservations, easements and rights-of-way, if any, heretofore imposed of record affecting title to said Property not objected to, (ii) any municipal zoning ordinances now, or hereafter becoming applicable, (iii) matters of survey not objected to, and, (iv) taxes and assessments becoming due against the Property not yet due and payable. The description used in the deed shall be as historically described in the conveyance(s) to the Seller and shall include the legal description of the Property as specified in the Survey. Seller shall pay at Closing, by deduction from the Purchase Price, any outstanding mortgage, lien or deed of trust, any and all expenses herein provided to be paid by Seller and the cost of

preparing the Deed. Seller shall also pay one half (1/2) of the settlement agent fee, transfer taxes and recording fees. Buyer shall pay any and all other closing costs associated with its financing and purchase of the property, including its closing attorney fee, one half (1/2) of the transfer taxes and costs of recording the Statutory Warranty Deed. Ad valorem taxes (if any), rents (if any), and utilities (if any), shall be prorated as of Closing. Any assessments due as of closing and levied against the Property shall be paid in full by Seller at Closing. At Closing, Buyer shall pay the balance of the Purchase Price, subject to adjustments and credits as herein provided, including the Earnest Money. Each party shall bear its own attorney's fees. Seller shall also execute and deliver at Closing such affidavits of title, lien and possession as may be required by Buyer, a FIRPTA Affidavit, and appropriate 1099 forms. Except for the right of entry granted herein, possession shall be given to Buyer on the date of Closing, free and clear of all tenancies and parties in possession.

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

10. ENVIRONMENTAL CONCERNS. Notwithstanding anything contained in this Agreement to the contrary, in the event that, as a result of Buyer's investigation, "hazardous substance(s)", "hazardous waste(s)" or "hazardous material(s)", as defined under applicable federal or state law, or both, are found on the Property, then Buyer shall have the right, within the Inspection Period, to terminate this Agreement and to receive a return of the Earnest Money; it being a condition precedent to Buyer's obligation to purchase the Property that the results of Buyer's environmental studies, reveal that the Property is free from any and all "hazardous substance(s)", "hazardous waste(s)", or "hazardous material(s)", as defined under applicable federal or state law, or both, provided such environmental studies are performed during the Inspection Period. Buyer, its agents and representatives, are hereby authorized to perform any and all studies, tests and inquiries as it may deem appropriate or necessary in furtherance of the foregoing, including entering upon the Property, as provided in Paragraph 4 herein, and performing

tests and studies thereon. Seller agrees that Buyer may make inquiry of pertinent governmental and administrative bodies and agencies concerning environmental violations or citations regarding the Property. Seller has informed Buyer that the Property is in the vicinity of the Capital City Plume, which may or may not impair the Property, a matter to be determined by the Buyer. Seller hereby represents, to its actual knowledge, that otherwise the Property contains no hazardous substances, wastes, or materials which representations Buyer is entitled to and does rely on. THIS REPRESENTATION SHALL SURVIVE THE CLOSING. In the event Seller is notified by EPA, ADEM, or other similar agency with regard to the Property, Seller agrees to immediately notify Buyer regarding such notice.

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

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

11. Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as, or concerning, and Buyer hereby waives and releases any claim or cause of action, past, present or future as to or concerning, the nature or condition of the Property including, but not limited to (i) the water, soil, environmental and geological condition, and the suitability thereof and any improvements now or hereafter to be located thereon for any and all activities and uses, (ii) except for any title warranty under the deed to be delivered by Seller to Buyer at the closing, the nature, quality, extent or assignability of Seller's title or any right-of-way, easement, lease, possessory right, restriction, license, reservation, condition or other matter affecting title to or rights or interest in the Property, (iii) the Property's compliance with any statute, code, ordinance, regulation or other law, (iv) the accuracy or completeness of any information or documentation provided or to be provided to

Buyer, and (v) any other matter relating to the Property or Seller. Seller has not made and does not make any warranty or representation concerning the physical condition, operation, compliance with law or any other matter affecting or related to the Property, except as may otherwise be specifically stated in this Agreement. Buyer expressly acknowledges that no such other representation has been made. It is expressly understood and agreed that with respect to the physical nature or condition of the Property, the Property is to be sold **"AS IS" and "WITH ALL FAULTS,"** without any representation or warranty by Seller. Buyer expressly represents to Seller that Buyer is entering into this Agreement without relying upon any such representation or warranty by Seller, its employees, agents or contractors, or by any other person or entity with respect to the condition of or any other matter relating to the Property. THE PROVISIONS OF THIS SECTION SHALL NOT MERGE IN, AND SHALL SURVIVE, THE CONVEYANCE OF THE PROPERTY TO BUYER.

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

Seller:
City of Montgomery
c/o P.L. McLeod
P.O. Box 1111
Montgomery, AL 36101-1111
O: (334) 241-2002
F: (334) 230-6144
Email: mmcleod@montgomeryal.gov

Buyer:
Thomas G Green IV
851 Maxwell Boulevard
Montgomery, Alabama
O:
F:
Email:

4411 Blackwood Dr.
Montgomery, AL
36109

With Copy To (Which Does Not Constitute Notice):

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

B. Saxon Main, Esq.
Ball, Ball, Matthews & Novak, P.A.
445 Dexter Avenue, Suite 9045
Mailing address: P.O. Box 2148

Montgomery, Alabama 36104 (36102-2148)
O: (334) 387-7680
F: (334) 387-3222
Email: SMain@ball-ball.com

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

13. MISCELLANEOUS.

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

- (i) That Seller owns fee simple marketable title to the Property and, with the approval of the Montgomery City Council, has the power and authority to enter into this Agreement, and the entering into of this Agreement and the performance of Seller's obligations hereunder shall not violate the terms or conditions of any applicable law, rule or regulation pertaining to Seller or the Property.
- (ii) That unless excepted herein, Seller has not received notification from any lawful authority regarding any assessments, condemnations, environmental notices, pending public improvements, repairs, replacement, or alterations of the Property that have not been satisfactorily made, or made known to Buyer.
- (iii) Seller can deliver possession of the Property to Buyer free and clear from the claims of leasehold interests or other rights of occupancy.
- (iv) So long as this Agreement is in force, Seller shall not, without Buyer's consent, execute any easements or restrictions or otherwise take or permit any action which would, in Buyer's determination, constitute an exception to title.

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

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

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

(d) Each party hereto has been represented, or had the opportunity to be represented, by separate counsel in connection with the negotiation and drafting of this Agreement. Accordingly, no ambiguity herein shall be resolved against either party based upon principles of draftsmanship.

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

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

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

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

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

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

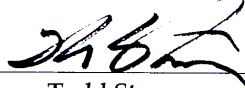
16. COUNTERPARTS. In order to expedite the action contemplated herein, this Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be taken to be one and the same Agreement, for the same effect as if all parties hereto had signed the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

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

[SIGNATURE PAGE FOLLOWS]

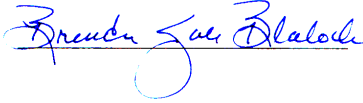
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its officers thereunto duly authorized as of this ____ day of _____ 2016.

SELLER: CITY OF MONTGOMERY

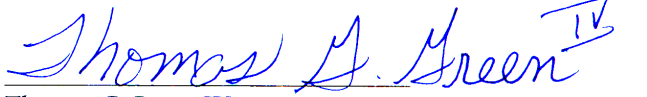


By: Todd Strange
Its: Mayor

WITNESS:



BUYER:



Thomas G Green IV

WITNESSES:

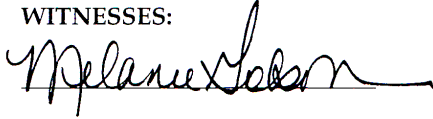
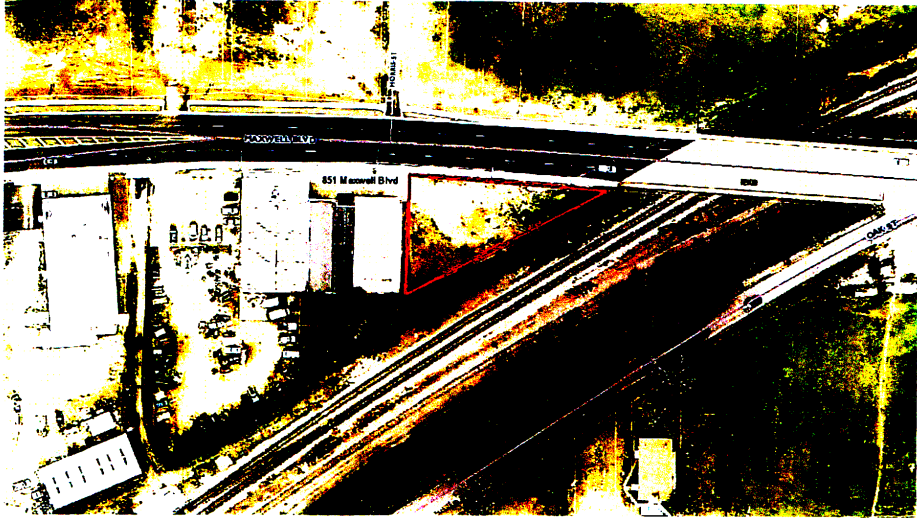


EXHIBIT A



**EXHIBIT B
DEVELOPMENT AGREEMENT
PARCEL EAST OF 851 MAXWELL BOULEVARD**

This agreement, made and entered into this ____ day of _____ 2016, by and between THE CITY OF MONTGOMERY, (hereinafter referred to as the “City”) and Thomas G. Green IV, an individual (‘hereinafter referred to as the “Buyer”);

WITNESSETH:

THAT WHEREAS, both the City and the Buyer desire to support commercial and economic development on the triangularly-shaped property to the east of 851 Maxwell Boulevard, Montgomery, Alabama (hereinafter the “Property”);

WHEREAS, the Buyer is the owner of the property at 851 Maxwell Boulevard, and as such, the property to the east provides a unique opportunity for expansion of its business;

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

WHEREAS, the primary purpose of the City’s acquisition of the Property on Maxwell Boulevard (among other properties on/along Maxwell Boulevard) was to facilitate the removal of blight and advance revitalization for the benefit of future generations as well as for the commercial and economic development of the City of Montgomery;

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

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

NOW THEREFORE, Buyer agrees to rehabilitate the Property according to the following terms, conditions and deadlines, adequate consideration having been acknowledged in the above mentioned Deed:

1. General Guidelines

- a. The Buyer agrees to adhere to and abide by the zoning code of the City for the property.

- b. The Buyer agrees the project is intended to be of a quality to complement the existing and planned goals identified in the Maxwell Boulevard Neighborhood Plan, a copy of which has been offered to Buyer.
- c. Urban and pedestrian environment. The Buyer agrees to design the project to foster an active pedestrian environment and to complement the Maxwell Boulevard plan. The project should create an urban environment that feels safe and is friendly to pedestrians and bicyclists, and builds on design concepts of the new Wright Brothers Park.

2. Scope of Development

- a. General
 - i. During the interim period following closing and before rehabilitation, the Buyer shall give priority to measures needed to secure, to stabilize and to maintain the Property and the Buyer's adjacent property to the west. This shall include any necessary fence repairs and clearance of discarded sleeping bags and debris, for example at the rear of the properties.
 - ii. Buyer will position and shield service areas (trash collection, HVAC units, other building equipment, etc.) strategically to reduce visibility from public rights of way and commercial businesses.
- b. Design
 - i. All improvements shall comply with current SmartCode zoning, be attractive and using high quality materials sympathetic to the character and design of the surrounding area.
 - ii. Buyer will design and build a screen for the Property along the Maxwell Boulevard frontage to the north, at a minimum, using the brick knee-wall at the Wright Brothers Park as the model. The height of the wall shall be raised/adjusted as needed to provide appropriate blockage.
 - iii. Buyer is strongly encouraged to re-plat together the Property and its adjacent property to the east at 851 Maxwell, following closing.
- c. Infrastructure
 - i. Infrastructure improvements. Buyer, at its own cost, will design, construct, fund and obtain permits for all infrastructure.
 - ii. Utilities. To the City's knowledge, utility connections are available to the Property. Buyer shall pay any costs of or related to utilities (installation, connection, capping, upgrading, etc.) necessary to undertake the project

and/or serve the Property. Buyer shall pay all costs of new utilities to serve the project.

- iii. Streetscape. The City has completed street, sidewalk and streetscape improvements in order to upgrade Maxwell Boulevard.
 1. Buyer acknowledges that the Property does not currently have a curb cut on Maxwell Boulevard, which is beneficial to the urban environment.
 2. Buyer shall maintain sidewalks/streetscape in accordance with the plan. To the extent that damage occurs to the streetscape (collectively, the sidewalk, planters, plantings, brickwork, etc.), during its Project construction, Buyer shall repair it, or cause it to be repaired at its own cost. Buyer shall repair according the approved and constructed plan that will be on file with the State under its assigned project number.

3. Diligent Completion

- a. Buyer agrees to work diligently to complete the project and to comply with the Project Schedule / Schedule of Performance.
- b. Buyer agrees to work with the City on an ongoing basis to assure continued adherence to the aforesaid General Guidelines, including review and written approval by the City of proposals, working plans and drawings before construction is begun.
- c. Buyer agrees to keep the Project Manager informed of its progress with respect to the Project Schedule and project rehabilitation, more generally, during construction and occupancy. Project rehabilitation shall include:
 - i. Entering into any/all necessary design and construction contracts;
 - ii. Securing any/all necessary public entitlements and building permits;
 - iii. Securing any/all necessary financing to complete the project.

4. Project Schedule / Schedule of Performance

- a. City and Buyer mutually agree that the following schedule is to be used to keep the project moving forward. In the event that the dates change, the party requesting the change shall provide the other party notice within a reasonable time prior to the due date. Both parties agree to work in good faith to accomplish the successful completion of this Development Agreement in a timely manner.
- b. Pre-closing tasks and due dates
 - i. City Council Approval of Ordinance – _____, 2016

- ii. Execute Purchase/Sale Agreement (“PSA”) and Development Agreement – _____, 2016
 - iii. Buyer to conduct due diligence/inspections expires – 30 days after execution or as per PSA section 3.
 - iv. Closing/Conveyance of Property to Buyer – on or about June __, 2016
- c. Post-Closing tasks and due dates
- i. Buyer to complete clean-up of property - 30 days after closing
 - ii. City to collect baseline data for project – 30 days after closing
 - iii. Buyer to begin re-platting procedures (optional) – 60 days after closing
 - iv. Buyer to plan for and design site improvements and submit them to Department of Development staff for review and discussion – six (6) months after closing.
 - 1. Department of Development staff to complete review and provide feedback/approval – 7-10 business days after Buyer Submission.
 - v. Buyer to demonstrate responsiveness to staff input -- prior to submission to Planning Controls and/or Building Inspections
 - vi. Buyer to apply for any needed land use approvals and necessary permits and/or licenses no later than twelve (12) months after closing.
 - vii. Buyer to commence improvements no more than 60 days after receiving approvals and permits.
 - viii. Developer to complete construction – eighteen (18) months after closing.
 - ix. City to collect project metrics and data after Completion

5. Compliance with Laws and Use Restrictions

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

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

6. Inspection and Access

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

7. Safety Matters and Indemnification

- a. Safety. Buyer shall comply with all safety laws and take all safety measures necessary to protect its employees and City employees, agents, contractors, subcontractors, licensees and invitees, their personal property, and improvements of each, from injury or damage caused by or resulting from the performance of its construction.
- b. Indemnity from Liability Claims. Buyer shall indemnify, defend (at City's request) and hold harmless the City, and its successors and assigns, from and against all claims, costs, expenses, losses, damages and liabilities whatsoever arising from or in connection with the death of, or injury, loss or damage whatsoever caused to, any person or to the property of any person as occurs in the process of the construction work or the performance of Buyer's other obligations under the Purchase/Sale Agreement and this Rehabilitation Agreement except to the extent caused by the City. The indemnity set forth in this Section shall survive the issuance of the Certificate of Completion and any termination of this Agreement.
- c. Indemnity from Liens. Buyer shall indemnify, defend (at City's request) and hold harmless City, and its successors and assigns, from and against all claims, costs, expenses, losses, damages and liabilities whatsoever arising from or in connection with any mechanics', materialmen's, laborers' or other construction or statutory liens filed against any portion of the Property or the Project or arising from or related to construction on the Property or the Project performed by or at the request of Buyer or Buyer's contractors or agents. The indemnity set forth in this Section shall survive the issuance of the Certificate of Occupancy and any termination of this Agreement.

8. Enforcement

All parties agree that any matters in dispute and in violation of the terms, conditions and deadlines of this Rehabilitation Agreement may be submitted to non-binding mediation by a committee of three mediators, with the first selected by the Buyer, the second by the City and the third designated by the two mediators selected by the City and the Buyer. Nothing in this clause shall be construed to deny the City from seeking any and all legal

or equitable relief to enforce any terms or conditions hereof, or to protect or preserve the Property, including but not limited to the reversion of the Property to the City as per the Purchase/Sale Agreement. No failure on the part of the City to enforce any term herein, nor the waiver of any right hereunder by the City shall discharge or invalidate such term or any other term, condition or deadline hereof, or affect the right of the City to enforce the same in the event of a subsequent breach or default.

9. Assignment

This Agreement may be assigned or transferred to any related entity of Buyer without prior written approval of the Seller prior to the issuance of a Certificate of Completion of the Development Agreement. Assignment or transfer to a non-related entity requires prior written approval of the Seller before the issuance of a Certification of Completion.

10. Changes/modifications to Agreement

- a. Any modifications to the Agreement must be made in writing and consented to by both parties.
- b. Minor modifications include changes to the Project Schedule when deemed warranted and that do not exceed sixty days, corrections of errors, and clarifications that do not change the substantive context of the agreement.
- c. Any non-minor modification or change will require an amendment to be executed by both parties.

11. Notices

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

If to City:

City of Montgomery

c/o P.L. McLeod
P.O. Box 1111
Montgomery, AL 36101-1111
O: (334) 241-2002
F: (334) 230-6144
Email: mmcLeod@montgomeryal.gov

If to Buyer:


Thomas G. Green IV
Address: 4411 Blackwood Drive, Montgomery, AL 36109
Email:
Telephone:

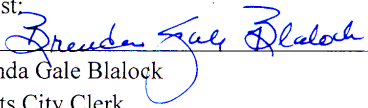
or in each case to such other address as either party may from time to time designate by giving notice in writing pursuant to this Section to the other party. Telephone numbers are for informational purposes only. Effective notice will be deemed given only as provided above, except as otherwise expressly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

12. Miscellaneous Provisions

- a. Project Manager. For purpose of managing the implementation of the provisions of this Agreement on behalf of the City, the Executive Assistant to the Mayor shall designate a Project Manager. Upon initial execution of the Agreement, the Project Manager shall be Mac McLeod.
- b. Discrimination. Buyer, for itself and its successor and assigns, agrees that during construction of the project, Buyer will not discriminate against any employee or applicant for employment because of race, color, religion, age, gender, sexual orientation or national origin.
- c. Choice of Law. This Agreement shall be governed by Alabama law.
- d. Data Collection. Buyer will cooperate with and facilitate as needed the provision of information and data on the project to the City and its agents. Metrics might include number of units, square footage, lease and occupancy rates and/or ownership and sales information from time to time, as needed for analyses of public benefit and revitalization statistics, but at a minimum as described the Project Schedule/Schedule of Performance.

IN TESTIMONY WHEREOF, the parties hereto have executed the Development Agreement.

GRANTOR
CITY OF MONTGOMERY
By: 
Todd Strange
As Its Mayor

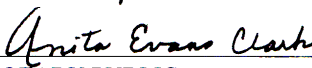
Attest:
By: 
Brenda Gale Blalock
As Its City Clerk

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, Anita Evans Clark, 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, a municipal corporation.

Given under my hand this the 7th day of April, 2016.

SEAL


NOTARY PUBLIC
My Commission Expires: 2-10-18

GRANTEE
Thomas G. Green IV

Thomas G Green IV

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Thomas G Green IV, whose name as Purchaser, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of the act of said corporation.

Given under my hand this the 28 day of March, 2016.

SEAL

Melanie Golson
NOTARY PUBLIC

My Commission Expires:



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

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 she was in receipt of the following Petition for Annexation:

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:

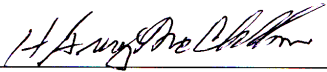
1. That said territory or property is eligible for annexation to the City of Montgomery pursuant to the terms of §11-42-21, *Code of Alabama*, 1975, as amended.
2. That the territory or property described on Exhibit A and B does not lie within the corporate limits of any other municipality.
3. That the 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"

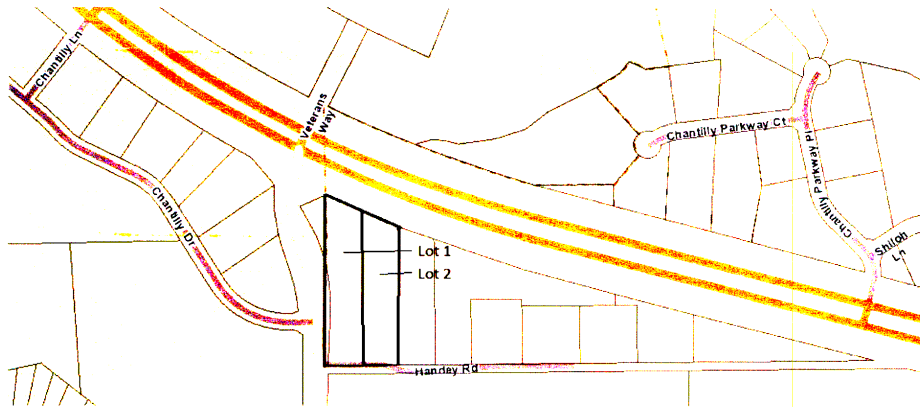


Exhibit B: Survey

MAX Federal Credit Union Properties

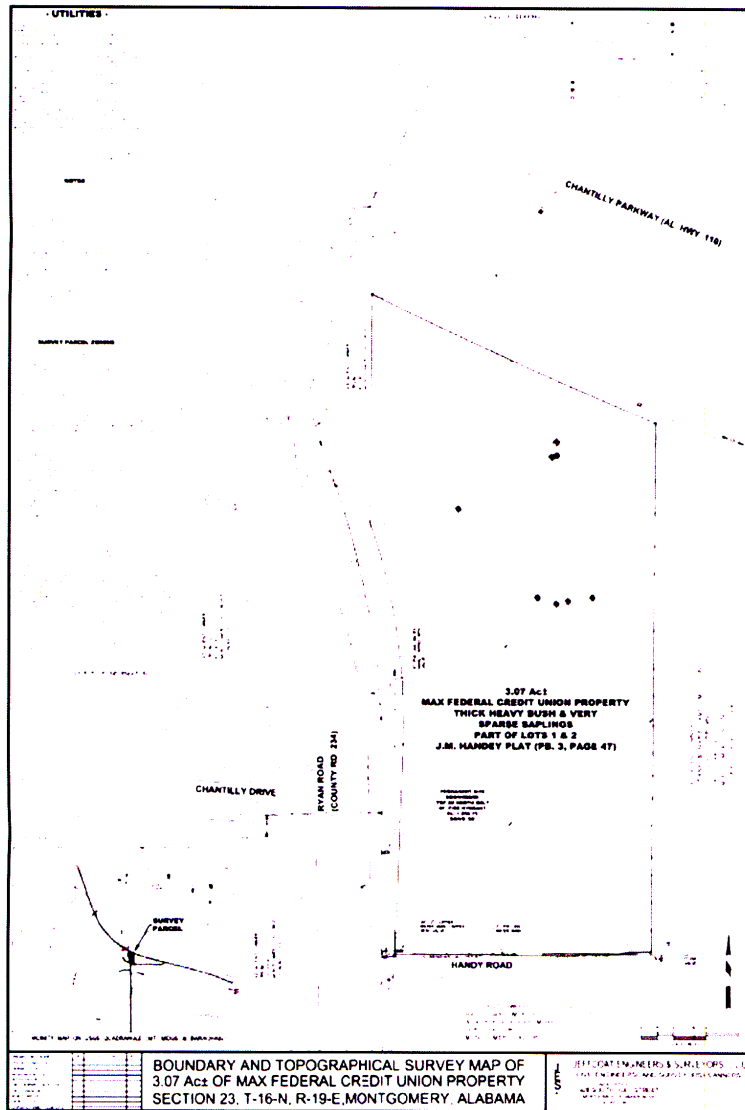


Exhibit C: Property Deeds
MAX Federal Credit Union Properties

CORPORATION WARRANTY DEED

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 GRANTEEES 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 GRANTEEES) 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~~ Gantee is as follows: 400 Eastdale Circle
Montgomery Alabama 36117.

Handwritten calculation:
531.50
+ 2.50
+ 5.00

540.00

INDEX 5.00
RECORD FEE 1.00
RECORD FEE 2.50
DEED TAX 531.50
CASH 540.00

ITEM 4
1CL 1379 09:13TH
07-29-2003 #1

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

ATTEST: Timbercreek, LLC
Corporate Name
BY: Merrill H. Ingram
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
[Signature]
Notary Public

FOR RECORDING ONLY

STATE OF ALABAMA
COUNTY OF MONTGOMERY
2003 JUL 29 AM 9:07
JUDGE OF PROBATE

10

400 Eastdale Circle
36117
(No H)

W-34562
\$531,500.00
Crum & Barwell

9-6-2340-16.0

CORPORATION WARRANTY DEED

STATE OF ALABAMA
COUNTY OF MONTGOMERY }

9-6-2340-15.0

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

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
and his names as Managing Member
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

G. Barton Crum
Notary Public

FOR RECORDING ONLY

Exhibit D: Tax Records

MAX Federal Credit Union Properties

The screenshot shows the Montgomery County, Alabama Citizen Access Portal. The header includes the CAP logo, a building image, and the Montgomery County seal. The main content area displays search results for tax records for the year 2015. Two records are listed for MAX Federal Credit Union properties at 400 Eastdale Cir, Montgomery, AL 36117-0000.

09 06 23 4 000 015.000		TAX YEAR: 2015	
1	OWNER NAME: MAX FEDERAL CREDIT UNION ADDRESS: 400 EASTDALE CIR MONTGOMERY AL 36117-0000 CLASS: 2 EXEMPTION: MUNICIPALITY: 01 COUNTY CLASS USE:	RECEIPT NO: 77477 LAND VALUE: \$258,300 IMP VALUE: \$0 TOTAL VALUE: \$258,300 TOTAL TAX: \$1,498.14 PAID: \$1,498.14 TOTAL DUE: \$0.00	
09 06 23 4 000 016.000		TAX YEAR: 2015	
2	OWNER NAME: MAX FEDERAL CREDIT UNION ADDRESS: 400 EASTDALE CIR MONTGOMERY AL 36117-0000 CLASS: 2 EXEMPTION: MUNICIPALITY: 01 COUNTY CLASS USE:	RECEIPT NO: 77476 LAND VALUE: \$273,800 IMP VALUE: \$0 TOTAL VALUE: \$273,800 TOTAL TAX: \$1,588.04 PAID: \$1,588.04 TOTAL DUE: \$0.00	

The following ordinance was introduced:

ORDINANCE NO. _____

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.

The Chairman stated this item would be carried over to the next regular council meeting as per the petitioner's request, which was the consensus of the Council.

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

RESOLUTION NO. 53-2016

WHEREAS, the City of Montgomery has the legal authority to apply for Federal Assistance from the U. S. Department of Housing and Urban Development (HUD); and

WHEREAS, the City of Montgomery has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the Federal programs:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Mayor Todd Strange is hereby authorized to act as

the City of Montgomery's official representative in connection with the proposed (subject to HUD's final approval) City of Montgomery's PY 2016 Action Plan and application for \$1,558,068 in CDBG funds; \$704,755 in HOME funds; \$142,483 in ESG funds; and, to provide any additional information as may be required.

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City of Montgomery, Alabama			
PY 2016 Proposal Funding- Community Development Block Grant (CDBG)			
Organization	Description	Community Priority	Amount Funded
1. Community Services (15% HUD CAP)			
Montgomery S.T.E.P. Foundation	Provision of a Violence Prevention Educator for 40 at-risk youth at Southlawn Middle School	4	\$ 42,344
Aid to Inmate Mothers	Project GENESIS provides 12 units of transitional housing to approximately 20 recently-released inmates. This program will assist residents with job readiness training for employment, counseling, medical attention, etc. for re-entry into society	4	\$ 45,206
Lighthouse Counseling Center, Inc.	Implementation of an Intensive Outpatient Program (IOP) for approximately 180 inmates at the Montgomery County Detention Center and the City Jail diagnosed with substance abuse disorder. The 12-week program will assist persons in need of treatment and begin recovery prior to re-entry into the community	4	\$ 71,160
City of Montgomery Youth Mentoring Program (Montgomery Education Foundation)	Expansion of academic enrichment program for approximately 200 at-risk youth. The goal of this program is to diminish academic loss during the summer and address gaps in academic skills in science, technology, engineering, and math (STEM) as well as other enrichment activities	4	\$ 75,000
2. Rehabilitation			
All Collaborating to Serve (ACTS) CDC	Rehabilitation of one single-family home located at 1623 E.D. Nixon Ave. This dwelling will be transformed into an affordable rental unit for one low-moderate income household	6	\$ 33,000
Montgomery Homeowner Rehab Program	Emergency home repairs for low-income homeowners	6	\$ 200,000
3. Community Facilities			
N/A			--
4. Public Improvements			
Montgomery Housing Authority – Columbus Square	Infrastructure improvements (sewer, street, sidewalk, curb and/or gutter)	1	\$ 779,744
5. Homeless Facilities & Services			
N/A			--
6. Administration (20% HUD CAP)			
CDBG Administration and Capacity Building		N/A	\$ 311,614
TOTAL CDBG FUNDING AMOUNT			\$1,558,068

City of Montgomery, Alabama			
PY 2016 Proposal Funding- HOME Investment Partnership Act (HOME)			
Organization	Description	Community Priority	Amount Funded
1. HOME			
Community Action Partnership of North Alabama, Inc. (CAPNA)	CHDO Reserve Project – HOME funds set aside by HUD to be used only by Community Housing Development Organizations (CHDOs) to develop affordable housing. These funds will be used at Phase III of the Lanier Place 2 project to provide infrastructure and new construction of up to 10 planned affordable rental homes.	6	\$ 105,713
Community Action Partnership of North Alabama, Inc. (CAPNA)	HOME Project – Development of Phases III and IV of the Lanier Place 2 rental housing project, consisting of development and new construction of up to 39 affordable units.	6	\$ 493,329
Community Action Partnership of North Alabama, Inc. (CAPNA)	2016 CHDO Operating Costs Project – These funds will be used to reimburse a portion of actual expenses for reasonable and necessary costs incurred by CHDOs to conduct operations for meeting City of Montgomery HOME Program objectives. The funded activities are limited to salaries, wages, and other employee compensation benefits; employee education, training and travel; rent; utilities; communication costs; taxes; insurance; equipment; materials and supplies (not related to direct costs of development)	6	\$ 35,238
2. Administration (10% CAP)			
Administration		N/A	\$ 70,475
TOTAL HOME FUNDING AMOUNT			
			\$704,755
City of Montgomery, Alabama			
PY 2016 Proposal Funding- Emergency Solutions Grant (ESG)			
Organization	Description	Community Priority	Amount Funded
1. ESG			
Family Sunshine Center	Operations and maintenance of homeless shelter program	3	\$ 49,078
Friendship Mission	Operations and maintenance of homeless shelter program	3	\$ 30,000
Mid-Alabama Coalition for the Homeless, Inc.	Homelessness Prevention and Rapid Re-housing, Rent Assistance, and Financial Assistance will be provided to clients meeting HUD eligibility guidelines. This assistance may include rent payments, security deposits, rental arrears, application fees, and moving expenses	3	\$25,000
Handson River Region	Management of the Homeless Management and Information System (HMIS)	3	\$27,719
2. Administration (7.5% CAP)			
Administration	Administrative costs	N/A	\$ 10,686
TOTAL ESG FUNDING AMOUNT			
			\$142,483

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

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

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

The rules having been suspended, Councillor 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 the following proposed resolution:

RESOLUTION NO. 54-2016

WHEREAS, pursuant to Resolution No. 99-2015, the right to operate a business in the City of Montgomery was denied to Andrea Bell, d/b/a Bells Collision Center, 4213 Norman Bridge Road, for failure to purchase business licenses and failure to pay sales tax; and

WHEREAS, Andrea Bell, d/b/a Bells Collision Center, 4213 Norman Bridge Road, has made application for a business License; and

WHEREAS, pursuant to said resolution the owner/proprietor of the business must appear before the City Council prior to the issuing of any future business license; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, Andrea Bell, d/b/a Bells Collision Center, 4213 Norman Bridge,, be and is hereby approved for a business license.

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 resolution:

RESOLUTION NO. 55-2016

WHEREAS, TANMOY, INC., d/b/a Citgo Food Mart, 4521 South Court 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, TANMOY, INC., d/b/a Citgo Food Mart, 4521 South Court 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. Chris Hargott was present representing this item. Ms. Karen Jones was present in opposition of 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 resolution:

RESOLUTION NO. 56-2016

WHEREAS, SWETA INC, d/b/a Raceway 926, 4491 Troy Highway, has filed an application for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) Licenses, as indicated on the application form of the State of Alabama Alcoholic Beverage Control Board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, SWETA INC, d/b/a Raceway 926, 4491 Troy Highway, 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. Jayesh Patel was present representing this item. Ms. Karen Jones was present in opposition of this item.

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

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

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

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

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

RESOLUTION NO. 57-2016

WHEREAS, Evans Pavillion and Venue LLC, d/b/a Evans Pavillion and Venue, 2964 Birmingham Highway, 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, Evans Pavillion and Venue LLC, d/b/a Evans Pavillion and Venue, 2964 Birmingham Highway, 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. Donald Evans was present representing this item. Ms. Karen Jones was present in opposition of this item.

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

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

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

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

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

RESOLUTION NO. 58-2016

WHEREAS, 1100 West South Blvd. LLC, d/b/a Candle Light Inn, 1100 West South 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, 1100 West South Blvd. LLC, d/b/a Candle Light Inn, 1100 West South 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. Daren Washington was present representing this item. No one was present in opposition of this item.

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

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

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

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

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

RESOLUTION NO. 59-2016

WHEREAS, The Montgomery Riverfront Development Foundation Inc., d/b/a Southern Makers, 300 Water Street, Downtown Train Shed, has filed an application for a Non-Profit Tax Exempt Liquor License, as indicated on the application form of the State of Alabama Alcoholic Beverage Control Board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, The Montgomery Riverfront Development Foundation Inc., d/b/a Southern Makers, 300 Water Street, Downtown Train Shed, be and is hereby approved for a Non-Profit Tax Exempt Liquor License, and concurrence in the issuance of the license by the State of Alabama Alcoholic Beverage Control Board.

Ms. Liz Laroche was present representing this item. Ms. Karen Jones was present in opposition of this item.

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

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

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

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

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

RESOLUTION NO. 60-2016

WHEREAS, The Montgomery Riverfront Development Foundation Inc., d/b/a Southern Makers VIP Party, 1 Court Square (Fountain Area), has filed an application for a Non-Profit Tax Exempt Liquor License, as indicated on the application form of the State of Alabama Alcoholic Beverage Control Board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, The Montgomery Riverfront Development Foundation Inc., d/b/a Southern Makers VIP Party, 1 Court Square (Fountain Area), be and is hereby approved for a Non-Profit Tax Exempt Liquor License, and concurrence in the issuance of the license by the State of Alabama Alcoholic Beverage Control Board.

Ms. Liz Laroche was present representing this item. No one was present in opposition of this item.

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

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

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

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

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

RESOLUTION NO. 61-2016

WHEREAS, Josh Lowder's term on the Montgomery Downtown Redevelopment Authority expired March 4, 2016; and

WHEREAS, it has been requested that he continue to serve on said board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Josh Lowder be and is hereby reappointed to the Montgomery Downtown Redevelopment Authority for a six-year term, with term ending March 4, 2022.

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

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

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

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

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

RESOLUTION NO. 62-2016

WHEREAS, Julia Ventress Henig's term on the Board of Trustees – Montgomery City/County Public Library expired June 21, 2015; and

WHEREAS, it has been requested that she continue to serve on said board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Julia Ventress Henig be and is hereby reappointed to the Board of Trustees – Montgomery City/County Public Library for a four-year term, with term ending June 21, 2019.

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

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

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

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

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

RESOLUTION NO. 63-2016

WHEREAS, Council President Pro Tem Tracy Larkin's initial term on the Emergency Communications District Board of Commissioners expired November 20, 2015; and

WHEREAS, pursuant to Section 11-98-4 of the Code of Alabama, upon expiration of the initial term, the term of office shall be a four-year term:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Council President Pro Tem Tracy Larkin be and is hereby reappointed to the Emergency Communications District Board of Commissioners for a four-year term, with term expiring November 20, 2019.

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

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

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

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

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

RESOLUTION NO. 64-2016

WHEREAS, Finance Director Barry Crabb's initial term on the Emergency Communications District Board of Commissioners expired November 20, 2015; and

WHEREAS, pursuant to Section 11-98-4 of the Code of Alabama, upon expiration of the initial term, the term of office shall be a four-year term:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Finance Director Barry Crabb be and is hereby reappointed to the Emergency Communications District Board of Commissioners for a four-year term, with term expiring November 20, 2019.

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

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

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

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

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

RESOLUTION NO. 65-2016

WHEREAS, Public Safety Director J. Christopher Murphy's initial term on the Emergency Communications District Board of Commissioners expired November 20, 2015; and

WHEREAS, pursuant to Section 11-98-4 of the Code of Alabama, upon expiration of the initial term, the term of office shall be a four-year term:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Public Safety Director J. Christopher Murphy be and is hereby reappointed to the Emergency Communications District Board of Commissioners for a four-year term, with term expiring November 20, 2019.

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

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

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

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

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

RESOLUTION NO. 66-2016

WHEREAS, Glenn Crumpton has resigned from the Montgomery Clean City Commission with an unexpired term ending November 8, 2016; and

WHEREAS, Councillor Jinright has nominated Karen Carmichael to serve on said board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Karen Carmichael be and is hereby appointed to the Montgomery Clean City Commission for an unexpired term ending November 8, 2016.

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

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

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

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

The Clerk stated this was the time and place to hear and consider the proposed authorization of demolition of an unsafe structure at 122 Conley Court.

Councillor Burkette made a motion to authorize the demolition of an unsafe structure at 122 Conley Court, 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 proposed authorization of demolition of an unsafe structure at 901 Erskin Street.

Councillor Burkette made a motion to authorize the demolition of an unsafe structure at 901 Erskin Street, which motion carried with the following vote:

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

The Clerk stated this was the time and place to hear and consider the proposed authorization of demolition of an unsafe structure at 2844 Lower Wetumpka Road.

Mr. Roosevelt Pettway, owner of property, was present representing this item. Mr. Pettway requested additional time to obtain permits to make repairs to the property. Mr. Thomas Karrh was present representing the City.

Councillor Burkette left the Council Chamber at 5:45 p.m.

Councillor Larkin requested this item be tabled for 30 days, then review progress of repair at that time, which was the consensus of the Council.

Councillor Bell left the Council Chamber at 5:54 p.m.

The Clerk stated this was the time and place to hear and consider the proposed authorization of demolition of an unsafe structure at 745 North Pass Road.

Councillor Green made a motion to authorize the demolition of an unsafe structure at 745 North Pass Road, which motion carried with the following vote:

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

The Clerk stated this was the time and place to hear and consider the proposed authorization of demolition of an unsafe structure at 708 Orum Street.

Councillor Lee made a motion to authorize the demolition of an unsafe structure at 708 Orum Street, which motion carried with the following vote:

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

The Clerk stated this was the time and place to hear and consider the proposed authorization of demolition of an unsafe structure at 3829 Rosa L. Parks Avenue.

Councillor Lee made a motion to authorize the demolition of an unsafe structure at 3829 Rosa L. Parks Avenue, which motion carried with the following vote:

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

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

RESOLUTION NO. 67-2016

WHEREAS, pursuant to the provisions of Section 12-32 of the Code of Ordinances of the City of Montgomery, certain contractors, companies, enterprises or individuals are

to be designated Registered Nuisance Abatement Agents to abate noxious and dangerous weeds which have been designated as nuisances upon private property when awarded a contract for specific parcel of property which has been previously approved by resolution:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that the following contractors, companies, enterprises or individuals listed below are hereby designated Registered Nuisance Abatement Agents:

My Lucky Seven
Mario Cunningham
3774 Audubon Road
Montgomery, AL 36111
334-233-2971
Business License No. 12231

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

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

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

Councillor Bell entered the Council Auditorium at 5:56 p.m.

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

RESOLUTION NO. 68-2016

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

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

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

LEFT BLANK INTENTIONALLY

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

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

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

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

RESOLUTION NO. 69-2016

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.

LEFT BLANK INTENTIONALLY

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

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

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

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:

LEFT BLANK INTENTIONALLY

MEMORANDUM

To: Brenda Blalock, Clerk, City of Montgomery
From: Tracy Larkin, Councilor, 3rd District
Re; Council Contingency Funds
Date: April 5, 2016

Please submit the following funds request to Council for approval:

King Hill Community Development Corporation.....\$500.00
Attn: Mary Ann Miles; Purpose: MayFest Activities

West Chisholm Neighborhood Association.....\$350.00
Attn: Rebecca Martin; Purpose: Youth Activities

An' Justice for All.....\$350.00
Attn: Juliette Bennett; Purpose: Program Needs

ECHO.....\$350.00
Attn: Aieda Harris; Youth Activities

American Association for Children.....\$350.00
Attn: William Gailliard; Program Needs



MEMORANDUM

TO: Mayor Todd Strange

FROM: Brenda Gale Blalock *BGB*
City Clerk

DATE: March 29, 2016

RE: District 7 – request for Council Contingency Funds

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

1. \$500.00 to River Region Chaplin Services Inc. (501c3 attached).

TJS

MEMORANDUM

TO: Mayor Todd Strange
FROM: Brenda Gale Blalock
City Clerk
DATE: March 29, 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 Think Big.
2. \$500.00 to Landmarks Foundation for floor repairs.



Councillor Pruitt requested to add \$3,000.00 to Breckenridge Neighborhood Association; \$1,000.00 to Brighten Estates Neighborhood Association; \$250.00 to River Region United Way; and \$300.00 to Montgomery Multi-Sports Charity Foundation.

Councillor Jinright requested to add \$250.00 to Montgomery Multi-Sports Charity Foundation.

Councillor Bollinger requested to add \$300.00 to Montgomery Multi-Sports Charity Foundation; \$250.00 to Alabama Kidney Foundation; \$250.00 to Goodwyn Middle School; and \$250.00 to American Association for Children.

Councillor Lee requested to add \$300.00 to Montgomery Multi-Sports Charity Foundation; \$250.00 to American Association for Children; and \$1,000.00 to Alabama Kidney Foundation.

Councillor Lyons requested to add \$300.00 to Montgomery Multi-Sports Charity Foundation; \$250.00 to American Association for Children; and \$250.00 to Alabama Kidney Foundation.

Councillor Larkin requested to add \$300.00 Montgomery Multi-Sports Charity Foundation.

Councillor Jinright requested to add \$250.00 to Alabama Kidney Foundation.

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:

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

Councillor Lyons left the Council Auditorium at 6:08 p.m.

There being no further business to come before the Council, the meeting duly adjourned at 6:11 p.m.

BRENDA GALE BLALOCK, CITY CLERK

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