

**REGULAR MEETING
COUNCIL OF THE CITY OF MONTGOMERY
JULY 21, 2015 – 5:00 P.M.**

The Council met in regular session on Tuesday, July 21, 2015, at 5:00 p.m., in the Council Auditorium, City Hall, with the following members present:

PRESENT:	BOLLINGER, SMITH, LARKIN, BURKETTE, CALHOUN, DOW, LEE, PRUITT, JINRIGHT	--9
ABSENT:	NONE	--0

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

Councillor Dow made a motion to adopt the July 7, 2015, Work Session Minutes, as circulated, which motion carried with the following vote:

AYES:	BOLLINGER, SMITH, LARKIN, CALHOUN, DOW, LEE, PRUITT, JINRIGHT	--8
NAYS:	NONE	--0
ABSTAINED:	BURKETTE	--1
ABSENT:	NONE	--0

Councillor Larkin made a motion to adopt the July 7, 2015, Regular Council Minutes, as circulated, which motion carried with the following vote:

AYES:	BOLLINGER, SMITH, LARKIN, CALHOUN, DOW, LEE, PRUITT, JINRIGHT	--8
NAYS:	NONE	--0
ABSTAINED:	BURKETTE	--1
ABSENT:	NONE	--0

Councillor Pruitt left the Council Chamber at 5:11 p.m.

Councillor Pruitt entered the Council Chamber at 5:15 p.m.

The City Clerk stated she was in receipt of the following Mayoral Veto of Resolution No. 142-2015. The reason stated for the veto is: Paid in Full.

RESOLUTION NO. 142-2015

**A RESOLUTION DENYING AND/OR REVOKING RIGHT
TO OPERATE A BUSINESS FOR FAILURE
TO PURCHASE BUSINESS LICENSES AND PAY SALES TAX**

WHEREAS, the City Council of the City of Montgomery has authorized and approved the issuance of business licenses and collection of taxes for businesses in the City of Montgomery and Police Jurisdiction; and

WHEREAS, Bryant Gardner, d/b/a Da Palace, 1481 Furnace Street, Montgomery, AL 36104, has been advised they are in violation of the Montgomery City Code of Ordinances for failure to purchase business license and pay sales tax; and

WHEREAS, Bryant Gardner, d/b/a Da Palace, 1481 Furnace Street, Montgomery, AL 36104, continues to operate the business without purchase of a business license, pay sales tax or otherwise complying with Chapter 16 of the City of Montgomery Code of Ordinances; and

WHEREAS, the City Council desires to deny and/or revoke Bryant Gardner, d/b/a Da Palace, 1481 Furnace Street, Montgomery, AL 36104, the right to operate a business in the City of Montgomery and authorizes the Finance Department to close the business:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that the City Council denies and/or revokes Bryant Gardner, d/b/a Da Palace, 1481 Furnace Street, Montgomery, AL 36104, the right to operate a business in the City of Montgomery and authorizes the Finance Department to close the business. The owner/proprietor of the business must appear before the City Council prior to the issuing of any future business license.

Councillor Calhoun made a motion to sustain the Mayor's Veto, 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. 154-2015

WHEREAS, Donna Reeves, d/b/a Triple A Taxi, 232 West Jeff Davis Avenue, has made application for a permit to operate a Taxicab Company in the City of Montgomery; and

WHEREAS, rules and regulations set out in Chapter 6 of the Code of Ordinances of the City of Montgomery have been complied with:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, Donna Reeves, d/b/a Triple A Taxi, 232 West Jeff Davis Avenue, be and is hereby granted approval to operate a Taxicab company in the City of Montgomery.

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

AYES:	LARKIN, BURKETTE, CALHOUN, DOW, LEE, PRUITT, JINRIGHT	--7
NAYS:	BOLLINGER, SMITH	--2
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

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

ORDINANCE NO. 37-2015

AN ORDINANCE AUTHORIZING PURCHASE/SALE AGREEMENT AND SALE OF REAL ESTATE AT 2750 LAGOON PARK DRIVE FOR ECONOMIC DEVELOPMENT

WHEREAS, the City of Montgomery, Alabama ("City") owns certain real property located on Lagoon Park Drive in the City of Montgomery, with an address at 2750 Lagoon Park Drive, as more particularly described in Exhibit "A" attached hereto ("Property"); and

WHEREAS, the Property is surplus property no longer needed for public or municipal purposes, and it is in the public's best interest that any right, title and interest the City may have in and to the said Premises be transferred and conveyed to the Alabama Public Health Care Authority; and

WHEREAS, it is advantageous and in the public interest of the City to boost economic development of the City; and

WHEREAS, the City Council of the City of Montgomery now hereby authorizes the Mayor to enter into and execute a Purchase and Sale Agreement, attached as Exhibit "B," wherein the City agrees to sell to the Alabama Public Health Care Authority, the Property identified in Exhibit "A", for a Purchase Price of \$25,000 per acre based on a Final Accepted Survey; and

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 Premises 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 and 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 and Sale and Todd Strange, as Mayor, is hereby authorized to sign and execute said Purchase and Sale Agreement and to execute a Statutory Warranty Deed and/or 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 covenants, conditions or restrictions running with the title.**

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

EXHIBIT A (following)

Lagoon Park Dr

Shady Grove Dr

Shady Grove Dr

William Rd



STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and between the **CITY OF MONTGOMERY**, an Alabama Municipal Corporation (hereinafter referred to as "Seller"), and the **Alabama Public Health Care Authority** (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:

A tract of land of approximately 25 acre situated across from Lagoon Park at 2750 Lagoon Park Drive, Montgomery, Alabama 36109. The actual tract to be conveyed will be more particularly described in a legal description to be finalized after the exact acreage and location are determined and a proper description is written by a qualified engineer or land surveyor. (hereinafter the "Subject Property")

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 Subject Property (the "Purchase Price") shall be Twenty-five Thousand- and 00/100 dollars (\$25,000.00) per acre based on the Final Accepted Survey. The Purchase Price shall be payable by Buyer 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.

2.2 The Seller shall give Buyer a credit, up to a maximum amount of Fifty Thousand and no /100 dollars (\$50,000.00) against the final calculated acreage Purchase Price equal to the sums Buyer has expended performing due diligence to accept a parcel of real estate owned by the Seller situated on Maxwell Blvd. in Montgomery, Alabama as a site for the construction of a new State Lab facility. Buyer shall provide Seller with invoices and supporting documentation to verify the amount of this credit prior to closing.

2.3 The Purchase Price has been agreed upon, determined and calculated as a stimulus to economic development. As part of the consideration of the sale at a reduced purchase price after applying the credit identified in section 2.2 above, Buyer covenants and agrees to and shall, within twelve (12) months of the closing, commence the construction on and to the Subject Property. Buyer agrees to develop the site to accommodate the program needs of the State of Alabama Health

Department. Design and construction will comply with applicable federal, state, and local building codes. Plans will be submitted to applicable regulatory authorities for building code compliance review and approval. 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 2.3 SHALL SURVIVE THE CLOSING.

2.4 Seller covenants and agrees to and shall, within one (1) year of the closing, demolish and remove the radio control race track and associated structures from the Subject Property. Seller also covenants and agrees to maintain the Subject Property, as it is currently being maintain by providing necessary maintenance and upkeep for a period of twelve (12) months of the closing or until the construction identified in section 2.3 above commences.

3. INSPECTION PERIOD and RIGHT OF ENTRY:

3.1 Buyer shall have a period of sixty (60) days after the effective date of this Agreement, ("Inspection Period") to satisfy itself as to any or all matters or conditions pertaining to the Subject Property and the intended use and development thereof. Buyer shall have the right to inspect the Subject Property, to conduct a land use, engineering and environmental studies and reviews with respect to the Subject Property, to conduct a market analysis of the Subject 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 Subject 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 Subject 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 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 Subject 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 Subject Property. Accordingly, by consummating this sale, the Buyer shall be conclusively deemed to have accepted the Subject 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 Subject 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 Subject 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 will obtain a current survey of the Subject 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 Subject 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 4, Buyer is hereby authorized to seek and obtain any and all permits, licenses, site and development plan approvals, permits and authorizations, zoning variance approvals, curb-cut approvals, and any and all other approvals or consents as Buyer may deem necessary in connection with its proposed acquisition, development and use of the Subject Property and Seller agrees to cooperate with Buyer in such endeavor.

5. SURVEY. The consummation of this transaction as contemplated by the terms of this Agreement is subject to Buyer's receipt of a current accurate survey of the Subject Property prepared, certified and signed by a licensed surveyor chosen by the Buyer including boundary, topography, utilities, existing roads, and existing structures. A Final Accepted Survey will be used to determine the Purchase Price as per section 2.1.

6. ENVIRONMENTAL SITE ASSESSMENT. The consummation of this transaction as contemplated by the terms of this Agreement is subject to Buyer's receipt of a Phase I Environmental Site Assessment from an engineer chosen by the Buyer indicating, to the satisfaction of the Buyer, no conditions that might have an adverse impact on the marketability, value or use of the Subject Property. Provided however: Seller agrees to use its reasonable best efforts to abate and remove any objectionable existing environmental conditions prior to conveying the Subject Property to Buyer.

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 Subject 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 Subject 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 Subject Property to be imposed upon the Subject Property while this Agreement is in force. Seller shall promptly notify Buyer of any such interests being imposed upon the Subject 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; or may waive the intervening title objections and close the sale, in which event the said waived intervening title matters, shall constitute permitted exceptions.

8. CLOSING. Subject to the satisfaction of all the conditions hereof or the waiver in writing thereof by Buyer, the date of Closing shall be on or before thirty (30) days after the end of the Inspection Period, unless such date is a Saturday, Sunday or legal holiday, in which event the date shall be extended to the next business day. The sale shall be closed in Montgomery, Alabama, at the office of Seller's attorney. At Closing, Seller shall deliver to Buyer a Statutory Warranty Deed conveying a good and marketable, indefeasible fee simple title in and to the Subject 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 Subject 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 Final Accepted Survey. Seller shall pay at Closing, by deduction from the Purchase Price, any outstanding mortgage, lien or deed of trust, any and all expenses herein provided to be paid by Seller and the cost of preparing the Deed. Buyer shall pay any and all other closing costs associated with its financing and purchase of the property, including its closing attorney fee, transfer taxes and costs of recording the Statutory Warranty Deed. Ad valorem taxes (if any), rents (if any), and utilities (if any), shall be prorated as of Closing. Any assessments due as of closing and levied against the Subject 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. WARRANTY DISCLAIMER. 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 Subject 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 Subject 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 Subject 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 Subject 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 Subject Property, the Subject 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.**

10. 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 Steve Jones
P.O. Box 1111
Montgomery, AL 36101-1111
O: (334) 625-3633
F: (334) 241-2600
Email: sjones@montgomeryal.gov

Buyer:
Alabama Public Health Care Authority
c/o Donald E. Williamson, MD, Chairman
201 Monroe Street
Montgomery, Alabama 36104
O: (334) 206-5200
F. (334) 206-5208
Email: Don.Williamson@adha.al.us

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

Roger L. Bates, Esq.
Hand Arendall
1200 Park Place Tower
2001 Park Place North
Birmingham, Alabama 35203
O: (205) 502-0105
F: (205) 397-1300
Email: rbates@handarendall.com

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.

11. 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 Subject 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 Subject Property that have not been satisfactorily made, or made known to Buyer.
- (iii) Seller can deliver possession of the Subject 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, 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 Subject Property. It is expressly agreed that there are no oral or written understandings, other options to purchase or lease any portion(s) of the Subject 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.

12. 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.

13. 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.

14. 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.

15. ASSIGNMENT. This Agreement shall not be assigned or transferred to any non-related entity of Buyer without prior written approval of the Seller.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its officers thereunto duly authorized as of this ____ day of _____ 2015.

SELLER: CITY OF MONTGOMERY

By: [Signature]
Todd Strange
As Its: Mayor
Date: _____

WITNESS:

[Signature]
Brenda Lee Blalock

7/16 2015
APPROVED AS TO FORM
[Signature]
City Attorney

BUYER: ALABAMA PUBLIC HEALTH CARE AUTHORITY

By: [Signature]
Donald E. Williamson, M.D.
As Its: Chairman
Date: 7/14/15

WITNESSES:

[Signature]
Patricia C. Vinson

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

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

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

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

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

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

RESOLUTION NO. 155-2015

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTGOMERY, ALABAMA
APPROVING APPLICATION FOR THE REINCORPORATION
OF MONTGOMERY AIRPORT AUTHORITY**

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

1. Montgomery Airport Authority has heretofore been incorporated under the provisions of Act No. 283 of the Third Special Session of the 1971-72 Alabama Legislature, pursuant to the determination and action of the governing body of Montgomery, Alabama. The Certificate of Incorporation of the Authority was recorded on April 28, 1972 in Corporations Book 87 at Page 123, in the Office of the Judge of Probate of Montgomery County, Alabama.

2. On the 14th day of July, 2015, the Board of Directors of the Authority filed with the City Clerk a certified resolution of the Board of Directors of the Authority applying to this City Council, as the governing body of the City of Montgomery, Alabama, for approval to reincorporate the Authority under Title 4 of the Alabama Code of 1975, as amended.

3. Said resolution was accompanied by a form of Certificate of Reincorporation and requests this City Council, as the governing body of the City of Montgomery and sole authorizing subdivision for the Authority, to adopt a resolution declaring that it has reviewed the resolution of the Authority containing the application for reincorporation and approving the application and form of Certificate of Reincorporation.

4. This City Council hereby declares that it has reviewed the application resolution of the Authority and the form of Certificate of Reincorporation, and does hereby approve the documents and the reincorporation of the Authority in accordance therewith.

5. The application for reincorporation is hereby granted.

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

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

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

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

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

RESOLUTION NO. 156-2015

WHEREAS, the National Endowment for the Arts (“NEA”) is creating a pilot program to provide targeted technical assistance to seven to ten select Our Town Grantees to execute their projects and further inform NEA in its understanding of the creative place-making field;

WHEREAS, the Mobile Studio is a design outreach studio that partners directly with communities – including here in Montgomery – to transform public places; the Mobile Studio mission is to promote design literacy, learning, and civic engagement through place-based interactions;

WHEREAS, the City of Montgomery, Department of Development, proposes to partner with the Mobile Studio to submit application to the National Endowment of the Arts Our Town Program to provide short-term technical assistance services under this pilot program;

WHEREAS, the NEA application, entitled “Cradle of Creativity,” would build on Montgomery’s history of excellence in the Arts and the current revitalization of the downtown core as exemplary of the principles of a great American Livable City, providing an opportunity to showcase Montgomery to other cities and organizations; and

WHEREAS, the NEA Cooperative Agreement award will be for a maximum of \$500,000 and does not require any matching funds:

NOW THEREFORE, BE 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 National Endowment of the Arts Our Town Technical Assistance Pilot Program application, provide authorization to submit application and, to provide any additional information as may be required.

BE IT FUTHER RESOLVED, that the Mayor of the City of Montgomery is hereby authorized to administer the program on behalf of the City of Montgomery.

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

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

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

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

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

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

RESOLUTION NO. 157-2015

WHEREAS, the City of Montgomery has established a procedure for giving notice and holding public hearings before the City Council for all applications for issuance of all liquor, beer and wine licenses, off premises and on; and

WHEREAS, the laws of the State of Alabama only require municipalities to give concurrence or denial on liquor license applications; and

WHEREAS, certain liquor licenses are temporary and have time constraints as a condition of their issuance and therefore may not require investigation and notice prior to issuing a concurrence or denial;

NOW BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA that Resolution No. 95-2011 is amended to read as follows:

Upon request by the Mayor's Office or a member of the City Council, an application for a nonprofit tax exempt liquor license or an application by a non-profit organization for a special event liquor license, both of which are temporary and contain time constraints, said application shall be placed on the City Council agenda without requiring notice as outlined herein below.

For all other liquor license applications, a thorough investigation shall be made in connection with all applications for permits to sell liquor, beer and/or wine, in the City of Montgomery and Police Jurisdiction.

A public hearing shall be held before the City Council in connection with all applications for permits to sell liquor, beer and/or wine in the City of Montgomery and Police Jurisdiction before action is taken on such applications.

The City Clerk shall provide a sign to the applicant stating that an application has been made for liquor, beer and/or wine and the date and time for the public hearing. Said sign to be posted on the premises for at least ten days prior to the time set for the public hearing. Sign to contain the following information:

NOTICE

Notice is hereby given that application has been made to the City Council of the City of Montgomery, Alabama, for approval of a permit for the sale of liquor, beer and/or wine as follows:

APPLICANT: _____

D/B/A: _____

LOCATION: _____

TYPE APPLICATION: _____

and that public hearing for said application has been set before the City Council at _____ P.M. _____, (time & date) at the Council Chamber Room, _____ (location), Montgomery, Alabama. Any one desiring to be heard either for or against said application may appear in person at said time or may indicate their wishes in writing by communication addressed to the City Council.

Brenda Gale Blalock, City Clerk
P.O. Box 1111
Montgomery, AL 36101-1111

Applicant shall place, at their own expense, a legal notice in a newspaper having general circulation in the City of Montgomery stating that an application has been made, the date and time for the public hearing before the City Council. Said legal notice to be advertised one time at least ten days prior to the time set for said public hearing.

BE IT FURTHER RESOLVED, THAT Resolution No. 136-78, Resolution No. 341-80 and any resolution or part of resolution in conflict herewith is hereby expressly repealed.

Councillor Burkette made a motion to adopt the foregoing resolution.

Councillor Burkette made a motion to amend the fifth paragraph in the foregoing resolution, to read as follows: “Upon request by the Mayor’s Office or a member of the City Council, an application for a nonprofit tax exempt liquor license or an application by a non-profit organization for a special event liquor license, both of which are temporary and contain time constraints, said application shall be placed on the City Council agenda without requiring notice as outlined herein below.”

The Chairman called for the vote on the motion to amend the fifth paragraph in the foregoing resolution, to read as follows: “Upon request by the Mayor’s Office or a member of the City Council, an application for a nonprofit tax exempt liquor license or an application by a non-profit organization for a special event liquor license, both of which are temporary and contain time constraints, said application shall be placed on the City Council agenda without requiring notice as outlined herein below.”, which motion carried with the following vote:

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

The Chairman called for the vote on the motion to adopt the foregoing resolution, as amended, 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. 158-2015

**A RESOLUTION DENYING AND/OR REVOKING RIGHT
TO OPERATE A BUSINESS FOR FAILURE
TO PURCHASE BUSINESS LICENSE AND PAY SALES TAX,**

WHEREAS, the City Council of the City of Montgomery has authorized and approved the issuance of business licenses and collection of taxes for businesses in the City of Montgomery and Police Jurisdiction; and

WHEREAS, George Murry, d/b/a Realty Action, 4131 Carmichael Road, Suite A1, Montgomery, Alabama 36106, has been advised they are in violation of the Montgomery City Code of Ordinances for failure to purchase business license and pay sales tax; and

WHEREAS, George Murry, d/b/a Realty Action, 4131 Carmichael Road, Suite A1, Montgomery, Alabama 36106, continues to operate the business without purchase of a business license, pay sales tax or otherwise complying with Chapter 16 of the City of Montgomery Code of Ordinances; and

WHEREAS, the City Council desires to deny and/or revoke George Murry, d/b/a Realty Action, 4131 Carmichael Road, Suite A1, Montgomery, Alabama 36106, the right to operate a business in the City of Montgomery and authorizes the Finance Department to close the business; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that the City Council denies and/or revokes George Murry, d/b/a Realty Action, 4131 Carmichael Road, Suite A1, Montgomery, Alabama 36106, the right to operate a business in the City of Montgomery and authorizes the

Finance Department to close the business. The owner/proprietor of the business must appear before the City Council prior to the issuing of any future business license.

Senior Staff Attorney Mickey McInnish was present representing the City.

Councillor Calhoun 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 Calhoun 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. 159-2015

**A RESOLUTION REVOKING BUSINESS LICENSE
FOR FAILURE TO PAY SALES TAX,
RESCINDING CONCURRENCE IN ABC LIQUOR LICENSE
AND AUTHORIZING SHOW CAUSE HEARING**

WHEREAS, the City Council of the City of Montgomery has authorized and approved the collection of taxes for businesses in the City of Montgomery and police jurisdiction; and

WHEREAS, Jonathan Stuckey, d/b/a Stuckey's, 5040 Vaughn Road, Montgomery, AL 36117, has been advised they are in violation of the Montgomery City Code of Ordinances for failure to pay sales and have failed to remit same; and

WHEREAS, the City Council desires to rescind their concurrence in the issuance of an ABC Liquor License; and

WHEREAS, the City Council desires to revoke the business license of the business identified above and more specifically set forth in Exhibit A, which procedures requires the Council to adopt a resolution of revocation and schedule a show cause hearing why this business license should not be revoked prior to finalization of revocation as set forth in Section 16-36 of the Montgomery City Code of Ordinances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that, the Director of Finance is hereby instructed to revoke the Business License and rescind the concurrence in the issuance of an ABC Liquor License of Jonathan Stuckey, d/b/a Stuckey's, 5040 Vaughn Road, Montgomery, Alabama 36117, more specifically identified in Exhibit A, and City Clerk is instructed to schedule a show cause hearing and notify licensee.

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City of **Montgomery**, Alabama

Todd Strange, Mayor

Montgomery City Council Members
Charles W. Jarrige - President David Burkette Arch Lee
Tracy Larkin - Pro Tem Cornelius Calhoun Glen Pruitt, Jr.
Richard Bollinger Jon Dow Charles Smith

Barry Crabb, Finance Director

TO: MAYOR TODD STRANGE
THROUGH: BRENDA BLALOCK
CITY CLERK
FROM: BARRY CRABB
FINANCE DIRECTOR

BC

Exhibit A

DATE: July 15, 2015
RE: REQUEST TO REVOKE BUSINESS LICENSE
ACCOUNT#026045

I am hereby requesting that you ask the City Council to revoke any license under which the following business is operating in the City of Montgomery, to order the owner to appear before the City Council to "Show Cause" why the license should not be revoked and the business closed by the City of Montgomery by and through the Finance Department. In addition, I request that the owner/proprietor of the business appear before the City Council prior to him/her being awarded any future business license.

NAME OF BUSINESS: Stuckey's
NAME OF OWNER: Jonathan Stuckey
ADDRESS: 5040 Vaughn Rd
MONTGOMERY AL 36117

Please let me know if you need any further information.

P. O. Box 1111 ♦ Montgomery, Alabama 36101-1111 ♦ Phone (334) 625-2036 ♦ Fax (334) 625-2994

Senior Staff Attorney Mickey McInnish was present representing the City.

Councillor Calhoun 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 Calhoun 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. 160-2015

**A RESOLUTION AUTHORIZING AD HOC COMMITTEE TO ESTABLISH
AND OVERSEE STUDY OF THE DESIGN OF THE
CITY OF MONTGOMERY CITY SEAL AND CITY FLAG**

WHEREAS, the City Council of the City of Montgomery has determined it is time for a study and review the design of the City of Montgomery City Seal and City Flag; and

WHEREAS, the City Council of the City of Montgomery has determined it appropriate to authorize an ad hoc committee to determine the best efforts and options to consider for the study of the design of the City of Montgomery City Seal and City Flag; and

WHEREAS, the ad hoc committee can conduct or oversee the study and report results of the study and recommendation to the full City Council of the City of Montgomery for action on any proposed changes to the City Seal and City Flag.

NOW, BE IT THEREFORE RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that the City Seal and City Flag be placed into an Ad Hoc Committee for study and recommendation of proposed changes to the City Seal and City Flag.

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 Chairman appointed the following Ad Hoc Committee: Councillor Larkin, Chairman, Councillor Jinright and Councillor Smith and assigned the study of the design of the City of Montgomery City Seal and City Flag to this committee.

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

RESOLUTION NO. 161-2015

WHEREAS, Ronald A. Parrish, d/b/a Booker Cab Company, 4144 Carmichael Road, has made application for a permit to operate a Taxicab Company in the City of Montgomery; and

WHEREAS, rules and regulations set out in Chapter 6 of the Code of Ordinances of the City of Montgomery have been complied with:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Ronald A. Parrish, d/b/a Booker Cab Company, 4144 Carmichael Road, be and is hereby granted approval to operate a Taxicab company in the City of Montgomery.

Mr. Ronald Parrish was present representing this item.

Councillor Calhoun 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 Calhoun 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. _____

WHEREAS, Dennis Wesley, d/b/a On Time Taxi, 847-B University Drive North, has made application for a permit to operate a Taxicab Company in the City of Montgomery; and

WHEREAS, rules and regulations set out in Chapter 6 of the Code of Ordinances of the City of Montgomery have been complied with:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Dennis Wesley, d/b/a On Time Taxi, 847-B University Drive North, be and is hereby granted approval to operate a Taxicab company in the City of Montgomery.

No one was present representing this item.

It was the consensus of the Council to carry this item over to the next regular council meeting.

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

RESOLUTION NO. 162-2015

WHEREAS, Sylvia Davison has resigned from the Montgomery Cemetery Rehabilitation Authority leaving an unexpired term ending August 17, 2017; and

WHEREAS, it has been requested that David O'Meara be appointed to serve on said board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that David O'Meara be and is hereby appointed to the Montgomery Cemetery Rehabilitation Authority for an unexpired term ending August 17, 2017.

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 Agenda Item No. 13 was withdrawn.

The Clerk stated this was the time and place to hear and consider the proposed authorization of demolition of an unsafe structure at 1119 Grove Street.

Councillor Larkin made a motion to authorize the demolition of an unsafe structure at 1119 Grove 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 1124 Grove Street.

Councillor Larkin made a motion to authorize the demolition of an unsafe structure at 1124 Grove 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 1125 Grove Street.

Councillor Larkin made a motion to authorize the demolition of an unsafe structure at 1125 Grove 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 1201 Lake Street.

Councillor Larkin made a motion to authorize the demolition of an unsafe structure at 1201 Lake 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 1203 Lake Street.

Councillor Larkin made a motion to authorize the demolition of an unsafe structure at 1203 Lake 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 1209 Lake Street.

Councillor Larkin made a motion to authorize the demolition of an unsafe structure at 1209 Lake 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 1215 Lake Street.

Councillor Larkin made a motion to authorize the demolition of an unsafe structure at 1215 Lake 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 1222 Lake Street.

Councillor Larkin made a motion to authorize the demolition of an unsafe structure at 1222 Lake Street, which motion carried with the following vote:

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

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

RESOLUTION NO. 163-2015

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:

**Cecilia Law
d/b/a C J Lawn Service
9466 Manor Way
Pike Road, AL 36064
O: 334-663-0628 C: 951-326-4771
Business License No. 13824**

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. 164-2015

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

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

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

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

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

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

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

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

Councillor Calhoun introduced the following ordinance:

ORDINANCE NO. 38-2015

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

WHEREAS, The Water Works and Sanitary Sewer Board of the City of Montgomery (the "Board") is the owner of that certain parcel of real property located at 2229 Southern Boulevard, Montgomery, Alabama (the "Property"); and

WHEREAS, Board desires to sell portions of the Property to private purchasers;
and

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

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

Councillor Calhoun 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 Calhoun 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 requests for authorization of payment from the Council Contingency Account, having been approved by Mayor Strange:

City of **Montgomery**, Alabama

Office of the
CITY COUNCIL

Todd Strange, Mayor
City Council Members
Charles W. Jirright, President
Tracy Larkin – Pres. Pro Tem
Richard N. Bollinger
David M. Burkette
Cornelius "C.C." Calhoun
Jon Dow
Arch M. Lee
Glen O. Pruitt, Jr.
Charles W. Smith

July 14, 2015

Brenda Gale Blalock
Montgomery City Clerk
Post Office Box 1111
Montgomery, AL 36101-1111

RE: Contingency Funds District 1


Brenda:

I would like to send funds to the following:

Garrett Elementary	\$1,000
Dozier Elementary	\$1,000
Flowers Elementary	\$1,000
Montgomery Symphony	\$ 500
F. Scot and Zelda Fitzgerald Museum	\$ 250
Child Protect	\$ 500
Arrowhead Neighborhood Association	\$ 500
Forest Hills Neighborhood Association	\$ 500
County Downs Neighborhood Association	\$ 500
Lake Forest-Mitylene Forest Neighborhood Association	\$ 500
Somerset Neighborhood Association	\$ 500
Fox Hollow Neighborhood Association	\$ 500
Montgomery East Neighborhood Association	\$ 500

Please place this on the agenda for approval at the Council's next meeting.

Warm Regards,


Richard N. Bollinger, Councillor
City Of Montgomery, District 1

P. O. Box 1111 • Montgomery, Alabama 36101-1111 • Phone (334) 625-2096 • Fax (334) 625-2056

Councillor Bollinger requested to add \$500 to Montgomery East Little Darlings softball team and \$250.00 to Neighbors for Christ.

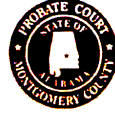
Councillor Pruitt requested to add \$600.00 to Huntingdon Ridge Neighborhood Association; \$500.00 to Thornington Trace Neighborhood Association; and \$500.00 to Neighbors for Christ.

Mayor Strange approved these additions.

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

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

The Clerk provided the following communication from Stephen L. Reed, Judge of Probate, certifying the qualified candidates for Mayor and 9 Council Districts:



STEVEN L. REED
Probate Judge

THE MONTGOMERY ELECTION CENTER
Montgomery County, AL

Daniel A. Baxter
Director

I, Steven L. Reed, Judge of Probate for Montgomery County, Alabama, do hereby certify that the following persons have qualified to run for office in the August 25, 2015 Municipal Election for the City of Montgomery, Alabama, as indicated below:

MAYOR

Ella B. Bell
Buena V. Browder
Artur Davis
Daniel Harris, Jr.
Todd R. Strange

CITY COUNCIL DISTRICT ONE (1)

Tijuanna Adetunji
Richard N. Bollinger
Hobson Cox
Robert C. Lowry

CITY COUNCIL DISTRICT TWO (2)

Renee Anne Casillas
Joseph "Bud" Epps
Thomas Bass
William E. Holliday, Jr.
Brantley Lyons
Ian Maloy

CITY COUNCIL DISTRICT THREE (3)

Tracy Larkin
Montaski McCoy
Ron Sanders

CITY COUNCIL DISTRICT FOUR (4)

William Boyd
Jamel Brown
James Brown, Jr.
David Burkette
Cedric Coley
Terance "Watchdog" Dawson
K.K. Middleton

CITY COUNCIL DISTRICT FIVE (5)

Cornelius "CC" Calhoun
William A. Green, Jr.
Phyllis Harvey-Hall
Tashina Morris

CITY COUNCIL DISTRICT SIX (6)

Fred F. Bell
Jon Dow
Jimmy Harris
Oronde K. Mitchell
Erick Wright

CITY COUNCIL DISTRICT SEVEN (7)

George A. Childress
Karen Jones
Arch M. Lee
Horace L. McCoy

CITY COUNCIL DISTRICT EIGHT (8)

Glen O. Pruitt, Jr.

CITY COUNCIL DISTRICT NINE (9)

Charles W. Jinright

Executed this the 21st day of July 2015

A handwritten signature in black ink, appearing to read "Steven L. Reed".

Steven L. Reed
Probate Judge

125 Washington Avenue • Montgomery, Alabama • 334-832-7744 • www.montgomeryelectioncenter.org

There being no further business to come before the Council, the meeting duly adjourned at 5:48 p.m.

BRENDA GALE BLALOCK, CITY CLERK

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