

**REGULAR MEETING
COUNCIL OF THE CITY OF MONTGOMERY
AUGUST 4, 2015 – 5:00 P.M.**

The Council met in regular session on Tuesday, August 4, 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 Calhoun made a motion to adopt the July 21, 2015, Work Session Minutes, as circulated, which motion carried with the following vote:

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

Councillor Larkin made a motion to adopt the July 21, 2015, Regular Council Minutes, as circulated, which motion carried with the following vote:

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

The City Clerk stated she was in receipt of the following Mayoral Veto of Resolution No. 158-2015. The reason stated for the veto is: Paid in Full.

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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.

STATE OF ALABAMA
COUNTY OF MONTGOMERY
CITY OF MONTGOMERY

I, Brenda Gale Blalock, City Clerk of the City of Montgomery, Alabama, DO HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution which was duly adopted by the Council of the City of Montgomery, Alabama, at its regular meeting held the 21st day of July, 2015.

Given under my hand and the official SEAL of the City of Montgomery, Alabama, this the 22nd day of July, 2015.

Brenda Gale Blalock
BRENDA GALE BLALOCK, CITY CLERK

8-4-15 Council upheld Mayoral Veto
BGB

APPROVED: *[Signature]*

[Signature]
TODD STRANGE, MAYOR

[Signature]

158-2015

Councillor Larkin 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. 165-2015

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.

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

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

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

ORDINANCE NO. 39-2015

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 INST (Institutional) Zoning District to an R-65-m (Multi-Family Residential) Zoning District.

A part of Lot FF Subdivision of Lot X of Correction Map of Resubdivision of Lot A of the Tyson Property on Carter Hill Road as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 22 Page 295, being more particularly described as follows: commence at the southwest corner of Lot FF Subdivision of Lot X of Correction Map of Resubdivision of Lot A of the Tyson Property on Carter Hill Road as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 22, Page 295, being located on the east right of way of North Country Club Drive (ROW Varies) and being also the Point of Beginning; thence from said point of beginning, run along the east right of way of said North Country Club Drive the following two (2) courses: along a curve concave to the northwest (Radius 125.00 ft.) a chord of N27°26'35"E, 16.08 ft.; N23°59'00"E, 494.55 feet; thence S66°01'00"E, 66.74 ft.; thence N86°34'29"E, 140.07 ft. to the east line of said Lot FF; thence along the east line of said Lot FF the following two (2) courses: S03°11'19"East, 194.46 ft.; S03°09'20"E, 457.53 ft.; thence N63°08'29"W, 181.18 ft.; thence N65°56'58"W, 310.78 ft. to the point of beginning. Said parcel lying and being in the Northeast Quarter of Section 20, T16N, R18E, Montgomery County, Alabama, and containing 4.29 acres (186,942.69 square feet), more or less.

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. Pep Pilgreen, Engineer, and Terry Bartlett, CEO of Volunteers of American were present representing this item. Mr. Louis Scholl was present in opposition to this item. Mr. Barletee agreed to put a privacy fence and vegetation between their property and the neighbors.

Councillor Larkin 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 the following proposed ordinance:

ORDINANCE NO. 40-2015

AN ORDINANCE AUTHORIZING PURCHASE/SALE AGREEMENT AND SALE OF REAL ESTATE FOR ECONOMIC DEVELOPMENT AT 417-431 CAROLINE STREET, 424 HOLCOMBE STREET, AND 430 HOLCOMBE STREET WITH EQUAL JUSTICE INITIATIVE

WHEREAS, the City of Montgomery, Alabama (“City”) owns certain real property located at 417-431 Caroline Street, at 424 Holcombe Street, and at 430 Holcombe Street as more particularly identified in Exhibit “A” attached hereto (“Property”); and

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

WHEREAS, it is advantageous and in the public interest of the City to boost economic development, including without limitation the redevelopment of the Five Points Area, including this Property, for the purpose of adding green space, and promoting private investment and revitalization in the City; and

WHEREAS, Equal Justice Initiative seeks acquisition of the Property for purposes of developing a public space and memorial park with architecture designed by Michael Murphy and MASS Design Group, the award-winning architectural design firm located in Boston, Massachusetts; this project will complement the exhibit space that Equal Justice Initiative is also working to develop at 122 Commerce Street and, ideally, will create a tour loop for visitors, tourists and Montgomery residents who are interested in history or civil rights; and

WHEREAS, the City of Montgomery and Equal Justice Initiative have negotiated a Purchase/Sale Agreement, attached as Exhibit “B”, subject to approval by the City Council, wherein the City agrees to sell to Equal Justice Initiative the Property identified in Exhibit “A”, for a total Purchase Price of \$276,800, consisting of base earnest money deposited in the amount of \$5,000, with the balance in cash at closing; or other such payment as to resolve the City of Montgomery’s current debt obligation owed to the United States Department of Housing and Urban Development for the federally-funded housing project that once existed on part of the Property; and

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

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

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

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

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

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

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

EXHIBIT A

Property Identification

Property:

A. 417-431 Caroline Street
Parcel number 11-06-13-01-003-010.000

B. 424 Holcombe Street
Parcel number 11-06-13-01-003-028.000

430 Holcombe Street
Parcel number 11-06-13-01-003-027.000



SUBJECT TO: A 5 foot wide landscape screening easement as shown on Lot "A" of the MONTGOMERY OVERLOOK PLAT NO. 1 as recorded in Plat Book 43, Page 53 in the Office of the Judge of Probate, Montgomery County, Alabama.

ALSO SUBJECT TO: ANY EASMENTS, RESTRICTIONS, SERVITUDES AND RIGHT-OF-WAYS RECORDED OR UNRECORDED.

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 Equal Justice Initiative, a _____ (hereinafter referred to as "Buyer");

1. PURCHASE AND SALE.

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

See Exhibit "A" attached hereto

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

2. PURCHASE PRICE.

2.1 The total purchase price of the Property (the "Purchase Price") shall be \$276,800 (Two Hundred Seventy Six Thousand and Eight Hundred Dollars), described as follows: Parcel "A" is \$263,000 (Two Hundred Sixty Three Thousand Dollars and no/100) or other such payment as to resolve the City of Montgomery's current debt obligation owed to the United States Department of Housing and Urban Development ("U.S. HUD") for the federally-funded housing project that once existed there. Parcel "B" is \$13,800 (Thirteen Thousand and Eight Hundred Dollars and no/100). The Purchase Price shall be payable by Buyer as follows:

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

(b) The balance of the Purchase Price, after deductions for credits and prorations as herein provided, shall be paid in full by Buyer at the Closing by cashier's or

certified check or wire transfer. The Earnest Money shall be paid to Seller at closing and credited against the Purchase Price.

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

2.2 The Purchase Price has been determined and calculated at a reduced rate as a stimulus to economic development and revitalization. As part of the consideration of the sale at such reduced purchase price, Buyer covenants and agrees to and shall, within six (6) months after the closing, commence the construction/development on and to the Property, in accordance with the Development Agreement. Buyer shall complete the Project within eighteen (18) months of the closing. In the event of a failure to fulfill this covenant or any term of the Development Agreement, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the Property to the Seller, shall be available to the Seller. In the event Seller elects for the Property to revert to it, upon thirty (30) days written notice to Buyer, title to the Property together with any improvements shall automatically revert to the Seller and Buyer shall execute and deliver a statutory warranty deed re-conveying property to Seller. Upon reversion, Seller shall return and pay over to Buyer the Purchase Price less \$10,000.00, whereupon Buyer and Seller shall have no other recourse against the other. No failure on the part of the Seller to enforce any covenant herein, nor the waiver of any right hereunder by the Seller, shall discharge or invalidate such covenant or any other covenant, condition or restriction hereof, or affect the right of Seller to enforce the same in event of subsequent breach. THE PROVISIONS OF THIS PARAGRAPH 2.2 SHALL SURVIVE THE CLOSING.

3. INSPECTION PERIOD and RIGHT OF ENTRY:

3.1 Buyer shall have a period of sixty (60) days after the date Buyer receives a fully-executed copy of this Agreement, ("Inspection Period") to satisfy itself as to any or all matters or conditions pertaining to the property and the intended use and

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

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

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

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

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

3.5 Buyer shall be provided access and permission to communicate directly with U.S. HUD officials relating to any outstanding obligations on the Property. Seller's representative shall be copied on all written communication and shall be invited to attend/observe/listen to any meetings that are set up related to the Property. THIS PROVISION SHALL SURVIVE CLOSING UNTIL ALL OBLIGATIONS OF SELLER ARE SATISFIED.

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

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

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

7. TITLE. Upon execution of this Agreement, Seller shall, at its expense, provide Buyer with any existing title insurance policies and existing surveys which are in Seller's possession or readily available to it and an updated abstract of title (the

“Abstract”) pertaining to the Property. During the Inspection Period, Buyer may, at its expense, obtain a commitment (the “Title Commitment”) from a title insurance company designated by Buyer (the “Title Company”), acting through its local agent for the issuance of an owner’s marketable fee simple title insurance policy (the “Title Policy”) on the Property in the amount of the Purchase Price. Seller shall, at its expense, deliver a Statutory Warranty Deed for the Property (the “Deed”) to Buyer’s attorney in the generally accepted form. Buyer shall have until the expiration of the Inspection Period to review the Title Commitment (if any), the Abstract, the Survey and the Deed to notify Seller of such written objections as Buyer may have to matters set forth therein which affect the feasibility of Buyer’s contemplated purchase of the Property. Any matters reflected in the Deed, Survey, the Abstract or the Title Commitment to which Buyer does not timely object (the “Permitted Exceptions”) shall be deemed acceptable to Buyer. The premiums for the Title Policy shall be paid at the Closing by Buyer. In the event any such objections are made by Buyer, Seller shall have a period of 30 (thirty) days (or longer if extended in writing by Buyer) from the receipt of the same in order to cure such objections. Failure to cure the objections to Buyer’s satisfaction shall give Buyer the right to:

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

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

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

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

8. CLOSING. Subject to the satisfaction of all the conditions hereof or the waiver in writing thereof by Buyer, the date of Closing shall be on or before thirty (30) days after the end of the Inspection Period, unless such date is a Saturday, Sunday or legal holiday, in which event the date shall be extended to the next business day. The sale shall be closed in Montgomery, Alabama, at the office of Seller’s attorney. At Closing, Seller

shall deliver to Buyer a Statutory Warranty Deed conveying a good and marketable, indefeasible fee simple title in and to the Property subject to (i) covenants, restrictions, reservations, easements and rights-of-way, if any, heretofore imposed of record affecting title to said Property not objected to, (ii) any municipal zoning ordinances now, or hereafter becoming applicable, (iii) matters of survey not objected to, and, (iv) taxes and assessments becoming due against the Property not yet due and payable. The description used in the deed shall be as historically described in the conveyance(s) to the Seller and shall include the legal description of the Property as specified in the Survey. Seller shall pay at Closing, by deduction from the Purchase Price, any outstanding mortgage, lien or deed of trust, any and all expenses herein provided to be paid by Seller and the cost of preparing the Deed. Buyer shall pay any and all other closing costs associated with its financing and purchase of the property, including its closing attorney fee, transfer taxes and costs of recording the Statutory Warranty Deed. Ad valorem taxes (if any), rents (if any), and utilities (if any), shall be prorated as of Closing. Any assessments due as of closing and levied against the Property shall be paid in full by Seller at Closing. At Closing, Buyer shall pay the balance of the Purchase Price, subject to adjustments and credits as herein provided, including the Earnest Money. Each party shall bear its own attorney's fees. Seller shall also execute and deliver at Closing such affidavits of title, lien and possession as may be required by Buyer, a FIRPTA Affidavit, and appropriate 1099 forms. Except for the right of entry granted herein, possession shall be given to Buyer on the date of Closing, free and clear of all tenancies and parties in possession.

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

10. ENVIRONMENTAL CONCERNS. Notwithstanding anything contained in this Agreement to the contrary, in the event that, as a result of Buyer's investigation, "hazardous substance(s)", "hazardous waste(s)" or "hazardous material(s)", as defined under applicable federal or state law, or both, are found on the Property, then Buyer shall have the right, within the Inspection Period, to terminate this Agreement and to receive a return of the Earnest Money; it being a condition precedent to Buyer's obligation to

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

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

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

13. Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as, or concerning, and Buyer hereby waives and releases any claim or cause of action, past, present or future as to or concerning, the nature or condition of the Property including, but not limited to (i) the water, soil, environmental and geological condition, and the suitability thereof and any improvements now or hereafter to be located thereon for any and all activities and uses,

(ii) except for any title warranty under the deed to be delivered by Seller to Buyer at the closing, the nature, quality, extent or assignability of Seller's title or any right-of-way, easement, lease, possessory right, restriction, license, reservation, condition or other matter affecting title to or rights or interest in the Property, (iii) the Property's compliance with any statute, code, ordinance, regulation or other law, (iv) the accuracy or completeness of any information or documentation provided or to be provided to Buyer, and (v) any other matter relating to the Property or Seller. Seller has not made and does not make any warranty or representation concerning the physical condition, operation, compliance with law or any other matter affecting or related to the Property, except as may otherwise be specifically stated in this Agreement. Buyer expressly acknowledges that no such other representation has been made. It is expressly understood and agreed that with respect to the physical nature or condition of the Property, the Property is to be sold "AS IS" and "WITH ALL FAULTS," without any representation or warranty by Seller. Buyer expressly represents to Seller that Buyer is entering into this Agreement without relying upon any such representation or warranty by Seller, its employees, agents or contractors, or by any other person or entity with respect to the condition of or any other matter relating to the Property. THE PROVISIONS OF THIS SECTION SHALL NOT MERGE IN, AND SHALL SURVIVE, THE CONVEYANCE OF THE PROPERTY TO BUYER.

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

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

Buyer:
Equal Justice Initiative
c/o Bryan Stevenson
122 Commerce Street
Montgomery, AL 36104
O: 334-269-1803
F: 334-
Email:

With Copy To (Which Does Not Constitute Notice):

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

Email: KFehl@montgomeryal.gov

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

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

15. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

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

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

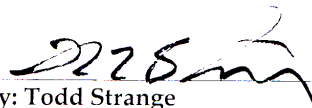
18. COUNTERPARTS. In order to expedite the action contemplated herein, this Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be taken to be one and the same Agreement, for the same effect as if all parties hereto had signed the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

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

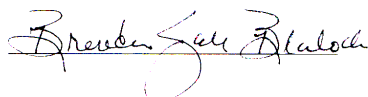
[SIGNATURE PAGE FOLLOWS]

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

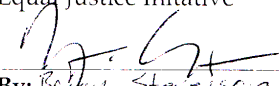
SELLER:
CITY OF MONTGOMERY


By: Todd Strange
As Its: Mayor
Date: 2015 - 8 - 07

WITNESS:



BUYER:
Equal Justice Initiative


By: Bryan Stevenson
Its: Executive Director
Date: 08/03/15

WITNESS:

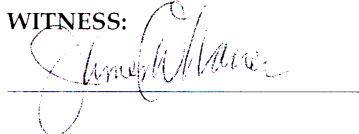


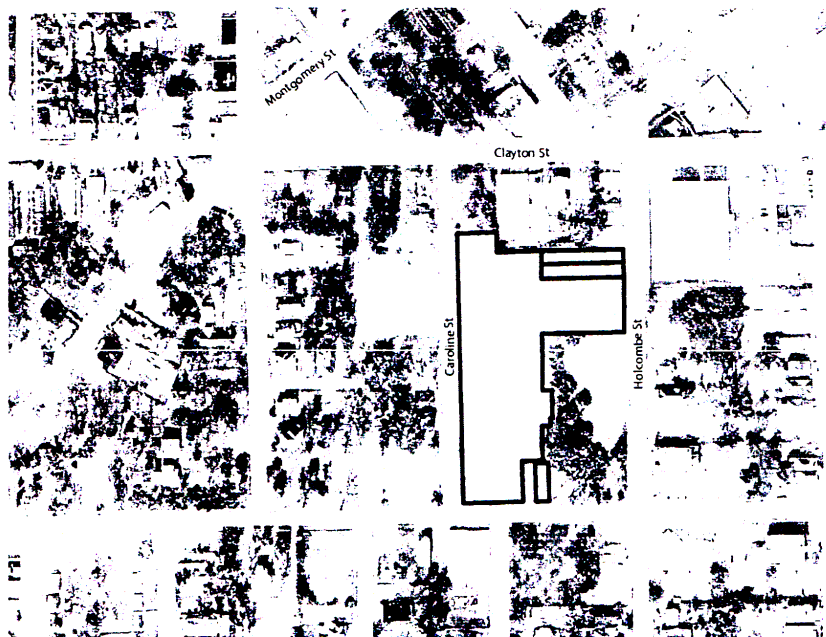
EXHIBIT A

Property:

A. 417-431 Caroline Street
Parcel number 11-06-13-01-003-010.000

B. 424 Holcombe Street
Parcel number 11-06-13-01-003-028.000

430 Holcombe Street
Parcel number 11-06-13-01-003-027.000



SUBJECT TO: A 5 foot wide landscape screening easement as shown on Lot "A" of the MONTGOMERY OVERLOOK PLAT NO. 1 as recorded in Plat Book 43, Page 53 in the Office of the Judge of Probate, Montgomery County, Alabama.

ALSO SUBJECT TO: ANY EASMENTS, RESTRICTIONS, SERVITUDES AND RIGHT-OF-WAYS RECORDED OR UNRECORDED.

EXHIBIT B

DEVELOPMENT AGREEMENT

The Development Agreement is to be negotiated as set forth in Section 3.1 and if agreed upon to be made a part hereof. The following components would, at a minimum, be addressed in the negotiations for the Development Agreement:

- Property would be developed for a public space and memorial park with architecture designed by Michael Murphy and MASS Design Group, the award-winning architectural design firm located in Boston, Massachusetts; this project will complement the exhibit space that Equal Justice Initiative is also working to develop at 122 Commerce Street and, ideally, will create a tour loop for visitors, tourists and Montgomery residents who are interested in history or civil rights.
- It is the intent of the parties that the design of the property would be of high quality materials, urban in nature, and in compliance with City of Montgomery zoning ordinances and plan goals.
 - Any potential requested variances, warrants, and/or zoning changes will be considered as part of the design review process before being submitted to Planning Controls and/or the Planning Commission for their own independent review and approval process.
- Timelines for design, property development and the Buyer's expected major milestones will be identified. Buyer currently anticipates completion in Summer 2016. Section 2.2 of the Purchase/Sale Agreement proposes that the project start construction no later than six (6) months after closing and be completed no later than eighteen (18) months after closing.
- Buyer will allow Seller to collaborate/comment on the design with the intention of
 - (1) maximizing the Project's connection to existing City Plans and landmarks, for example to the nearby Selma-to-Montgomery National Historic Voting Rights Trail,
 - (2) maximizing the Project's construction benefits, for example, through the use of locally sourced materials and construction workers consistent with MASS Design Group's "LoFab" ethic, and
 - (3) minimizing any potential negative, for example to traffic, on nearby residents.
 - Department of Development staff will provide comments in writing back within two weeks of receipt following pre-identified review points.
- Buyer, or Buyer's Agent, will document generally its efforts to maximize the Project's local construction benefits and report on the results at the completion of construction.

- Buyer, at no cost to Seller, will design, construct, fund and obtain permits for all infrastructure, and will pay any costs of utilities necessary to undertake the project and/or to serve the Property.

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

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

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

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

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

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

ORDINANCE NO. 41-2015

AN ORDINANCE REPEALING CHAPTER 27, ARTICLE VIII, SECTIONS 27-532 and 27-533 AND CHAPTER 27, ARTICLE IX, SECTION 27-565 OF THE CODE OF ORDINANCES FOR THE CITY OF MONTGOMERY AND ADOPTING DESIGNATED TRUCK ROUTES WITHIN THE CITY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Chapter 27, Article VIII, Sections 27-532 and 27-533 and Chapter 27, Article IX, Section 27-565 of the Code of Ordinances for the City of Montgomery, Alabama be repealed in their entirety and the following adopted designating truck routes and prohibiting trucks on certain city streets:

Section 1. Definitions

Commercial vehicle shall include any self-propelled or towed vehicle which alone or in combination possesses dual rear wheels or more than two axles; except that this shall not include any vehicle with dual rear wheels or more than two axles that is used by an individual or group of individuals solely for private and nonbusiness purposes, emergency vehicles, military vehicles and vehicles owned, leased or operated by federal, state, county or city governments or any political subdivision of such governments.

Truck route means state maintained streets, roadways and routes or interstates in the City of Montgomery.

Section 2. Commercial Vehicles Prohibited From Using Certain Streets.

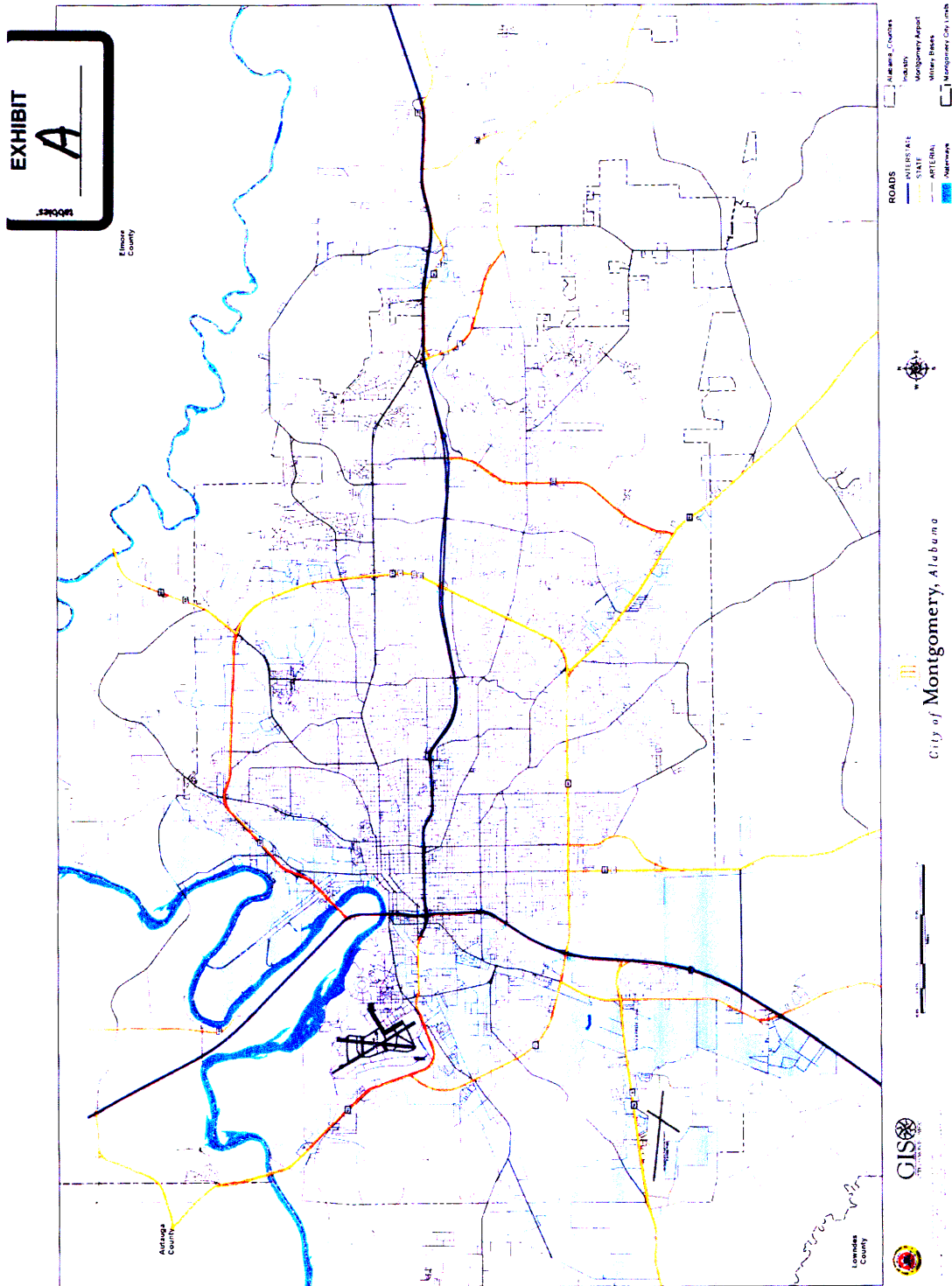
(a) It shall be unlawful for any person to operate any commercial vehicle at any time upon any streets or roadways other than on the truck routes as defined in this Ordinance, identified in map attached as Exhibit A, except that such commercial vehicles may be operated on such streets for the purpose of picking up or delivering goods, wares or merchandise of any kind to persons living or maintaining a place of business within the city.

(b) It is declared that the intent of this section is to confine to state-maintained roadways and interstates all through commercial vehicle traffic in the city, and nothing herein contained shall be construed as placing an unreasonable burden upon or imposing an unreasonable limitation upon interstate commerce.

(c) Commercial vehicles picking up or delivering goods, wares or merchandise of any kind to persons living or maintaining a place of business within the city must enter city streets or roadways from truck routes at the intersection nearest the destination of the commercial vehicle and proceed thereon no farther than the nearest intersection thereafter.

Section 3. Signs

The city traffic engineer is hereby authorized to erect and maintain signs or other traffic control devices giving notice of the prohibition or restriction of the operation of commercial vehicles on streets or roadways not designated as truck routes.



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 Bollinger 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 resolution and petition from the County:

**RESOLUTION AUTHORIZING THE PETITION TO ANNEX
CERTAIN COUNTY-OWNED PROPERTY INTO THE CORPORATE CITY LIMITS
OF MONTGOMERY, ALABAMA**

WHEREAS, Montgomery County, Alabama proposes to petition the City of Montgomery, Alabama to annex certain property;

WHEREAS, the City of Montgomery, Alabama has advised that the annexation will assist it in furthering its future expansion;

WHEREAS, Alabama allows a municipality to annex territory into its corporate limits upon the receipt by its city clerk of a petition of landowners of a particular area so long as such property is contiguous to existing city limits;

WHEREAS, the proposed Petition for Annexation is attached hereto and must be signed by a person or persons authorized by the County Commission of Montgomery County, Alabama.

NOW, THEREFORE BE IT RESOLVED by the County Commission of Montgomery County, Alabama in a regular meeting duly assembled wherein a quorum was present, as follows:

1. That the county attorney shall prepare a Petition of Annexation of the following described real property owned by Montgomery County and situated in Montgomery County, Alabama into the corporate city limits of Montgomery, Alabama, to wit:

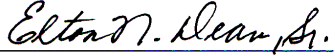
[Legal description attached hereto with supporting maps marked collectively as Exhibit A]

2. That the County Commission of Montgomery County, Alabama hereby directs and authorize its chairman, Elton Dean, to sign on behalf of Montgomery County, Alabama the said Petition for Annexation which shall include a provision for the City of Montgomery to pay to Montgomery County, Alabama any and all cost associated with defending any challenge to the

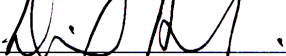
annexation, including, but not limited to all attorney fees and litigation expenses of any kind,
arising out of defending any challenge lodge against Montgomery County, Alabama .

Done this 11th day of June, 2015.

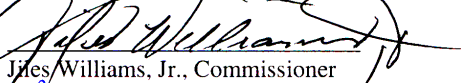
Montgomery County Commissioners



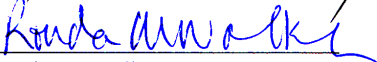
Elton N. Dean, Sr., Chairman



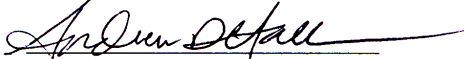
Daniel Harris, Jr., Vice Chairman



James Williams, Jr., Commissioner



Ronda M. Walker, Commissioner



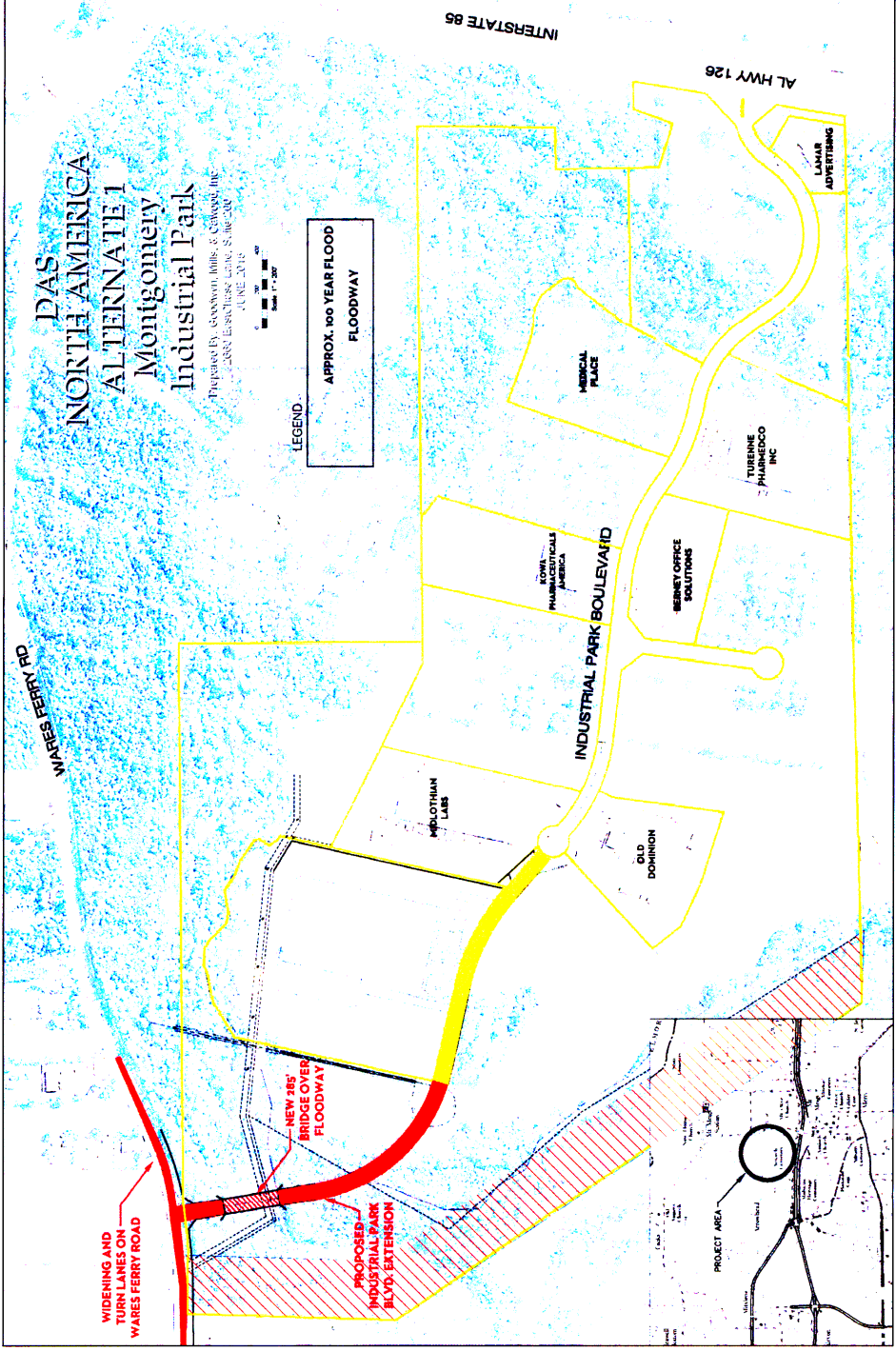
Andrew D. Hall, Commissioner

Legal Description

A 300 foot strip of land adjacent to the north line of the Montgomery County Commission property (RLPY 2161 at Page 0485) more particularly described as Follows:

Beginning at the Southeast corner Ready Mix Plat No. 1 as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 47 at Page 162, said point being on the west right of way of Wares Ferry Road (80' row) and the northeast corner of the Montgomery County Commission Property; thence from said point of beginning, run along the west right of way of said Wares Ferry Road the following two (2) courses: South 00 degrees 10'-06" East, 110.51 feet; along a curve concave to the east (Radius 1950.06 feet) a chord of South 02 degrees 57'-47" East, 190.16 feet; thence North 88 degrees 19'-42" West, 990.64 feet; thence South 55 degrees 30'-14" West, 2992.92 feet to the east line of Stoneybrooke, LLC property; thence along the east line of said Stoneybrooke, LLC property, North 01 degree 27'-42" East, 370.62 feet to the northwest corner of the Montgomery County Commission Property; thence along the north line of the Montgomery County Commission property, North 55 degrees 30'-14" East, 2873.26 feet to the southwest corner of Sherman International Corp property (RLPY 2079 at Page 0703); thence along the south line of said Sherman International Corp property and the south line of said Ready Mix Plat No. 1, South 88 degrees 19'-42" East, 1069.69 feet to the west right of way of said Wares Ferry Road and the point of beginning and containing 27.28 acres, more or less.

Exhibit A



**PETITION FOR ANNEXATION OF PROPERTY OWNED
BY MONTGOMERY COUNTY INTO THE CITY OF
MONTGOMERY, ALABAMA**

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

On behalf of the Petitioner, Montgomery County, Alabama (sometimes herein referred to as "Montgomery County"), Elton N. Dean, Sr., the Chairman of the Montgomery County Commission (sometimes herein referred to as "County Commission") acting pursuant to and in accordance with a resolution of the County Commission, pursuant to Code of Alabama Section 11-42-20 through Section 11-42-24, 1975, as amended, respectfully petitions the Mayor and the City Council of the City of Montgomery, Alabama for the annexation into the City of Montgomery of the following described unincorporated territory or property owned by Montgomery County situated in the County of Montgomery, State of Alabama, to-wit:

See Exhibit A, attached hereto and made a part hereof.

In support of said Petition, your Petitioner, Montgomery County shows as follows:

1. That said territorial property is eligible for annexation to the City of Montgomery pursuant to provisions of Code of Alabama Section 11-42-21, 1975, as amended.
2. That the territorial property described in Exhibit A does not lie within the corporate limits of any other municipality.
3. That the property described in Exhibit A either abuts directly upon and is contiguous to the corporate limits of the City of Montgomery, or abuts upon and is contiguous to one or more other parcels of property which are, together, contiguous to the corporate limits of

the City of Montgomery, and the Petitioner-Owner Montgomery County of said property seeks annexation of said parcels and to the corporate limits of the City of Montgomery simultaneously herewith.

4. The undersigned Elton N. Dean, Sr. on behalf of the Petitioner Montgomery County, acting pursuant to a resolution of the Montgomery County Commission, avers that the Petitioner Montgomery County is the sole owner of the territory or property described in Exhibit A. Further, by virtue of a resolution of its County Commission, its chairman, Elton N. Dean, Sr. is authorized to bind Montgomery County, Alabama.

5. That this Petition is accompanied by a map 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, acting on behalf of Montgomery County, consents to and requests annexation of the property described in Exhibit A, by whatever means are available under the laws of the State of Alabama.

7. That this Petition for Annexation is conditioned upon the City of Montgomery agreeing to paying any and all costs, including but not limited to attorney's fees and expenses, arising out of defending the subject annexation should it be challenged by any person or entity.

WHEREFORE, PREMISES CONSIDERED, Montgomery County respectfully requests that the territorial property described in Exhibit A be annexed into the City of Montgomery, Alabama and that the governing body of said City of Montgomery adopt an ordinance assenting to this annexation and the foregoing condition described in paragraph 7 of this Petition and take such other action as is appropriate in furtherance of this Petition.

Respectfully submitted,

Montgomery County, Alabama, by and through its
governing body, the Montgomery County
Commission

By: Elton N. Dean, Sr.
Elton N. Dean, Sr., Chairman

AND

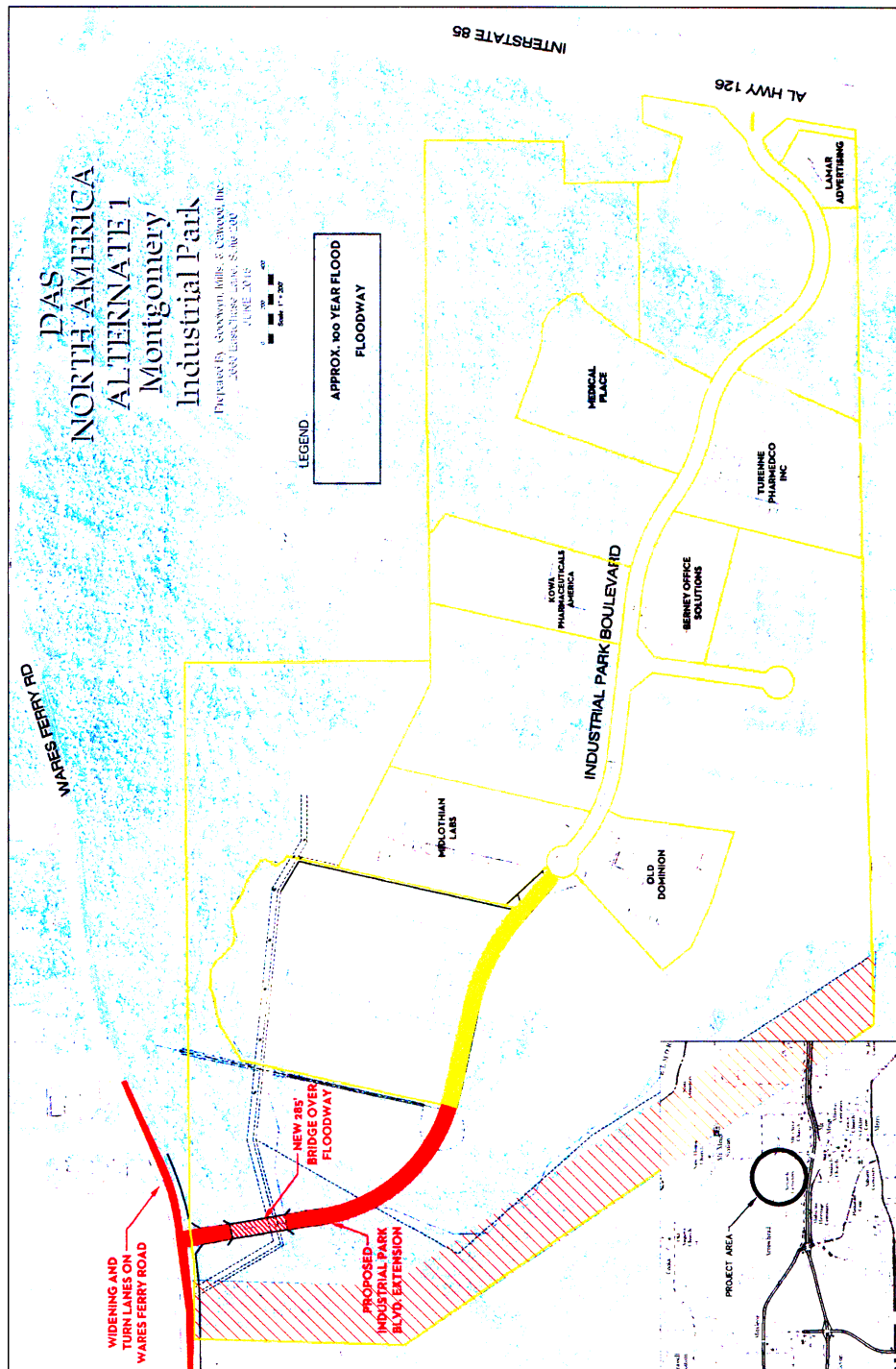
Means Gillis Law, LLC

By: _____
Tyrone C. Means (MEA003)
tcmmeans@meansgillislaw.com
One of the County Attorneys for
Montgomery County, Alabama

Legal Description

A 300 foot strip of land adjacent to the north line of the Montgomery County Commission property (RLPY 2161 at Page 0485) more particularly described as Follows:

Beginning at the Southeast corner Ready Mix Plat No. 1 as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 47 at Page 162, said point being on the west right of way of Wares Ferry Road (80' row) and the northeast corner of the Montgomery County Commission Property; thence from said point of beginning, run along the west right of way of said Wares Ferry Road the following two (2) courses: South 00 degrees 10'-06" East, 110.51 feet; along a curve concave to the east (Radius 1950.06 feet) a chord of South 02 degrees 57'-47" East, 190.16 feet; thence North 88 degrees 19'-42" West, 990.64 feet; thence South 55 degrees 30'-14" West, 2992.92 feet to the east line of Stoneybrooke, LLC property; thence along the east line of said Stoneybrooke, LLC property, North 01 degree 27'-42" East, 370.62 feet to the northwest corner of the Montgomery County Commission Property; thence along the north line of the Montgomery County Commission property, North 55 degrees 30'-14" East, 2873.26 feet to the southwest corner of Sherman International Corp property (RLPY 2079 at Page 0703); thence along the south line of said Sherman International Corp property and the south line of said Ready Mix Plat No. 1, South 88 degrees 19'-42" East, 1069.69 feet to the west right of way of said Wares Ferry Road and the point of beginning and containing 27.28 acres, more or less.



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

ORDINANCE NO. 42-2015

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:

A 300 foot strip of land adjacent to the north line of the Montgomery County Commission property (RLPY 2161 at Page 0485) more particularly described as Follows:

Beginning at the Southeast corner Ready Mix Plat No. 1 as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 47 at Page 162, said point being on the west right of way of Wares Ferry Road (80' row) and the northeast corner of the Montgomery County Commission Property; thence from said point of beginning, run along the west right of way of said Wares Ferry Road the following two (2) courses: South 00 degrees 10'-06" East, 110.51 feet; along a curve concave to the east (Radius 1950.06 feet) a chord of South 02 degrees 57'-47" East, 190.16 feet; thence North 88 degrees 19'-42" West, 990.64 feet; thence South 55 degrees 30'-14" West, 2992.92 feet to the east line of Stoneybrooke, LLC property; thence along the east line of said Stoneybrooke, LLC property, North 01 degree 27'-42" East, 370.62 feet to the northwest corner of the Montgomery County Commission Property; thence along the north line of the Montgomery County Commission property, North 55 degrees 30'-14" East, 2873.26 feet to the southwest corner of Sherman International Corp property (RLPY 2079 at Page 0703); thence along the south line of said Sherman International Corp property and the south line of said Ready Mix Plat No. 1, South 88 degrees 19'-42" East, 1069.69 feet to the west right of way of said Wares Ferry Road and the point of beginning and containing 27.28 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 1. Council District 1 shall be reapportioned to include this new area and all other districts shall remain unchanged. Attached hereto and incorporated herein, Exhibit A sets forth the newly reapportioned well-defined boundaries of Council District 1.

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

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

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

EXHIBIT A

PROPOSED COUNCIL DISTRICT 1: (Montgomery County Commission Property Annexation)

Beginning at the intersection of the centerlines of Burbank Drive and Atlanta Highway; thence East along the centerline of Atlanta Highway to the intersection of the centerlines of Atlanta Highway and Eastern Boulevard; thence Southwesterly along the centerline of Eastern Boulevard to the intersection of the centerlines of Eastern Boulevard and Interstate-85; thence West along the centerline of Interstate-85 to a point on the half section line of Section 22 T16N R18E; thence continuing West approximately 1,825 feet along said centerline of Interstate-85 to a point; thence North to a point at the intersection of the south line of Section 15 T16N R18E and the centerline of Hi View Lane; thence North along the centerline of Hi View Lane to the intersection of the centerlines of Hi View Lane and Fairwood Drive; thence East along the centerline of Fairwood Drive to the intersection of the centerlines of Fairwood Drive and Dundale Road; thence Northeasterly along the centerline of Dundale Road to the intersection of the centerlines of Dundale Road and Beechdale Road; thence North along the centerline of Beechdale Road to the intersection of the centerlines of Beechdale Road and Harrison Road; thence West along the centerline of Harrison Road to the intersection of the centerlines of Harrison Road and Lincoln Road; thence North along the centerline of Lincoln Road to the intersection of the centerlines of Lincoln Road and Highland Avenue; thence West along the centerline of Highland Avenue to the intersection of the centerlines of Highland Avenue and Three Mile Branch; thence Northeasterly along the centerline of Three Mile Branch to the intersection of the centerlines of Three Mile Branch and the Atlanta Highway; thence Southeast along the centerline of Atlanta Highway to the intersection of the centerlines of Atlanta Highway and Wares Ferry Road; thence Northeasterly along the centerline of Wares Ferry Road to a point on the south line of the northeast quarter of Section 6 T16N R19E; thence Northeast approximately 1,667 feet to a point on said centerline; thence North approximately 1,290 feet to the south line of Section 31 T17N R19E; thence East approximately 400 feet along said south line to the southeast corner of said Section 31; thence North along the east line

of said Section 31 to the southwest corner of Lot 29 Block A according to the Montgomery East Corrected Plat 23 as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 36 at Page 162; thence Southeast to the southeast corner of said Lot 29; thence Northeast to the northeast corner of said Lot 29; thence continuing Northeast to the centerline of Rock Rose Court; thence Northeast along the centerline of Rock Rose Court to the intersection of the centerlines of Rock Rose Court and Countryside Lane; thence North along the centerline of Countryside Lane to the intersection of the centerlines of Countryside Lane and Cypress Court; thence North approximately 665 feet along the centerline of Cypress Court to the south line of Lot 17 Block E according to said Montgomery East Corrected Plat 23; thence East to the southeast corner of said Lot 17; thence Northeast to the northeast corner of said Lot 17; thence Northwest approximately 30 feet to a point on the north line of said Lot 17; thence North approximately 450 feet to a point in the southwest quarter of the northwest quarter of Section 32 T17N R19E; thence Northeasterly approximately 655 feet to the centerline of Brassell Creek; thence Northerly approximately 1,480 feet along the centerline of Brassell Creek to the intersection of the centerlines of said Creek and CSX Transportation Railroad Right-of-Way; thence Southeast along said railroad right-of-way to the half section line of said Section 32; thence South along the half section line of said Section 32 to the northwest corner of the south half of the southeast quarter of said Section 32; thence East along the north line of the south half of the southeast quarter of said Section 32 to the west line of Section 33 T17N R19E; thence North along the west line of said Section 33 approximately 1,070 feet to a point; thence, leaving the west line of said Section 33, southeasterly 208 feet to a point; thence North 191 feet to a point on the centerline of CSX Transportation Railroad right-of-way; thence Southeasterly along said railroad centerline approximately 4,052 feet to a point on said railroad centerline; thence South approximately 75 feet to a point; thence Southeasterly to the east line of said Section 33; thence South along the east line of said Section 33 to the northwest corner of Section 3 T16N R19E; thence East along the north line of said Section 3 to the half section line of said Section 3; thence South along the half section line to the southeast corner of the northwest quarter of said Section 3; thence West along the south line of the northwest quarter of said Section 3 to the northeast corner of Lot 13 Block L according to the Lake Forest Plat 7B, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 45 at Page 169; thence Southerly along the East boundary line of said Plat to the southeast corner of Lot 2 Block L of said Plat; thence West along the south line of said Lot 2 to the southeast corner of Lot 3 Block C according to the Forest Trail Plat 2, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 43 at Page 104; thence Southeast along the south line of said Lot 3 to the east right-of-way of Forest Trail; thence Northwest to the southeast corner of Lot 12 Block B of said Plat; thence southwest along the south line of said Lot 12 to the northeast corner of Lot 23 Block I according to the Forest Trail Plat 1, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 41 at Page 199; thence Southeasterly along the east line of said Lot 23 to the northwest right-of-way of Allens Trail; thence East along said right-of-way to the west right-of-way of Forest Trail; thence Northeast to the northwest corner of Lot 13 Block O of said Plat; thence Northeast along the north line of said Lot 13 to the northeast corner of said Lot 13; thence South along the east line of said Plat to the northeast corner of Lot 4 Block 1 according to the Arrowhead West Plat 4C, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 41 at Page 89; thence Southeasterly along the east line of the Arrowhead Subdivision to the northwest corner of Lot 1A Block C according to the Towne Lake Plat 5A Corrected, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 43 at Page 154; thence Southeasterly along the northeast line of the Towne Lake Subdivision to the northeast corner of Lot 20 Block D according to the Towne Lake Plat 4, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 41 at Page 11; thence East approximately 772 feet to a point; thence North approximately 127 feet to the half section line of Section 11 T16N R19E; thence East along said half section line approximately 1,840 feet to a point; thence Southeasterly to the west line of Section 12 T16N R19E; thence Northeasterly approximately 4,410 feet to a point; thence East approximately 1,065 feet to the southeast corner of Lot 1 according to the Montgomery Ready Mix Plat 1, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 47 at Page 162, said point being the west right-of-way of Wares Ferry Road; thence South approximately 300 feet along said west right-of-way to a point; thence West approximately 990 feet to a point; thence Southwest approximately 2,980 feet to a point; thence South approximately 145 feet to the northeast corner of Lot 16 Block L according to the Stoneybrooke Plat 3 Corrected, as recorded in the Office of the Judge of Probate of Montgomery

County, Alabama in Plat Book 51 at Page 140; thence South along the east line of said Plat to the southeast corner of Lot 6 Block I of said Plat; thence South to the centerline of Atlanta Highway; thence West approximately 1,295 feet along said right-of-way to a point; thence North to the southwest corner of Lot 1 according to the Stoneybrooke Plat 1, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 49 at Page 143; thence North along the western boundary line of Stoneybrooke Subdivision to the southwest corner of Lot 17 Block J according to the Stoneybrooke Plat 2, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 50 at Page 133; thence West approximately 1,195 feet to a point; thence Southeasterly approximately 638 feet to the north line of Section 14 T16N R19E; thence East along said north line to the northeast corner of the northwest quarter of the northeast quarter of said Section 14; thence South along the east line of the west half of the northeast quarter of said Section 14 to the centerline of Atlanta Highway; thence West along the centerline of Atlanta Highway to the west line of said Section 14; thence South along said west line to the north right-of-way of Interstate-85; thence West along said right-of-way to the intersection of said right-of-way and the centerline of Atlanta Highway; thence Northwesterly approximately 2,300 feet along the centerline of Atlanta Highway to the intersection of said centerline and the south line of the north half of the northeast quarter of Section 15 T16N R19E; thence West approximately 2,150 feet to a point on said south line in the northwest quarter of said Section 15; thence Southwest approximately 475 feet to a point on the centerline of the Kershaw Manufacturing Railroad Right-of-Way; thence Northwest along the centerline of said railroad right-of-way to the intersection of the centerlines of said railroad right-of-way and Atlanta Highway; thence West along the centerline of Atlanta Highway to the intersection of the centerlines of Atlanta Highway and Oliver Creek; thence Northwest along the centerline of Oliver Creek to the intersection of the centerlines of Oliver Creek and Kershaw Manufacturing Railroad Right-of-way; thence Northwest along said railroad centerline to the intersection of the centerlines of said railroad right-of-way and Burbank Drive; thence South along the centerline of Burbank Drive to the point of beginning.

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

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

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 ordinance, which motion carried with the following vote:

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

Councillor Burkette left the Council Chamber at 5:18 p.m.

The Clerk stated she was in receipt of the following petition from the State:

**PETITION FOR ANNEXATION OF A PORTION OF THE KILBY PRISON
PROPERTY TO THE CITY OF MONTGOMERY**

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:

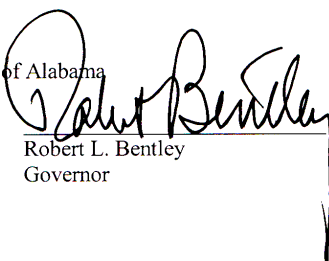
Beginning at the intersection of the north right of way of Edna Brake Lucas Drive (60' row) and the east right of way of Wares Ferry Road (80' row); thence along the east right of way of said Wares Ferry Road the following two (2) courses: along a curve concave to the east (Radius 1866.86 feet) a chord of North 09°-31'-04" West, 607.61 feet; North 00°-10'-06" West, 110.51 feet; thence North 89°-17'-24" East, 300.00 feet; thence South 00°-10'-06" East, 113.35 feet; thence along a curve concave to the east (Radius 1566.86 feet) a chord of South 05°-37'-37" East, 298.71 feet; thence North 89°-17'-24" East, 1984.32 feet; thence North 01°-26'-59" East, 1395.08 feet; thence South 88°-33'-01" East, 300.00 feet to the west line of Wares Ferry Acres Plat No. 2 as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 37 at Page 2; thence along the west line of said plat, South 01°-26'-59" West, 1687.21 feet to the north right of way of said Edna Brake Lucas Drive; thence along the north line of said Edna Brake Lucas Drive the following two (2) courses: South 89°-53'-10" West, 310.08 feet; South 89°-17'-24" West, 2195.58 feet to the east right of way of said Wares Ferry Road and the point of the beginning and containing 29.99 acres, more or less. According to the boundary survey by Martin T. Blethen, PLS, Alabama Reg. No. 14728. Pilgreen Engineering, Inc. reflected on Plat dated July 8, 2015, a copy of which is Exhibit A to this Petition.

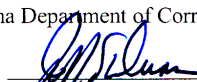
In support of said petition, upon information and belief, your Petitioners show as follows:

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

3. That the property described on Exhibit A either abuts directly upon and is contiguous to the corporate limits of the City of Montgomery, or abuts upon and is contiguous to one or more other parcels of property which are, together, contiguous to the corporate limits of the City of Montgomery, and the owner(s) of which are seeking annexation of said parcel(s) into the corporate limits of Montgomery simultaneously herewith.
4. That the undersigned Petitioners are authorized to bind the legal entity which owns that said property that said Petitioners request to be annexed.
5. This Petition is accompanied by a map or plat of the said territory to be annexed, showing with reasonable certainty the territory to be annexed, the boundaries thereof, and its relationship to the established corporate limits of the City of Montgomery.
6. That the undersigned Petitioners consent to and request the annexation of the property described in Exhibit A by whatever means are available under the laws of the State of Alabama.

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

State of Alabama
By: 
Robert L. Bentley
Governor

Alabama Department of Corrections
By: 
Jefferson S. Dunn
Commissioner

STATE OF ALABAMA

MONTGOMERY COUNTY

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Robert L. Bentley, whose name as the Governor for the State of Alabama is signed to the Petition for Annexation of a Portion of the Kilby Prison Property to the City of Montgomery, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument or conveyance, he is in his capacity as such, Governor for the State of Alabama, executed the same voluntarily on the day the same bears date.

Given under my hand the 21st day of July, 2015.

David B. Byrne Jr
Signature

DAVID B. BYRNE JR
Print Name

Notary Public
My Commission expires: 7-8-2017

[SEAL]

STATE OF ALABAMA

MONTGOMERY COUNTY

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Jefferson S. Dunn, whose named as the Commissioner for the Department of Corrections for the State of Alabama is signed to the Petition for Annexation of a Portion of the Kilby Prison Property to the City of Montgomery, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument or conveyance, he is in his capacity as such, Commissioner for the Department of Corrections for the State of Alabama, executed the same voluntarily on the day the same bears date.

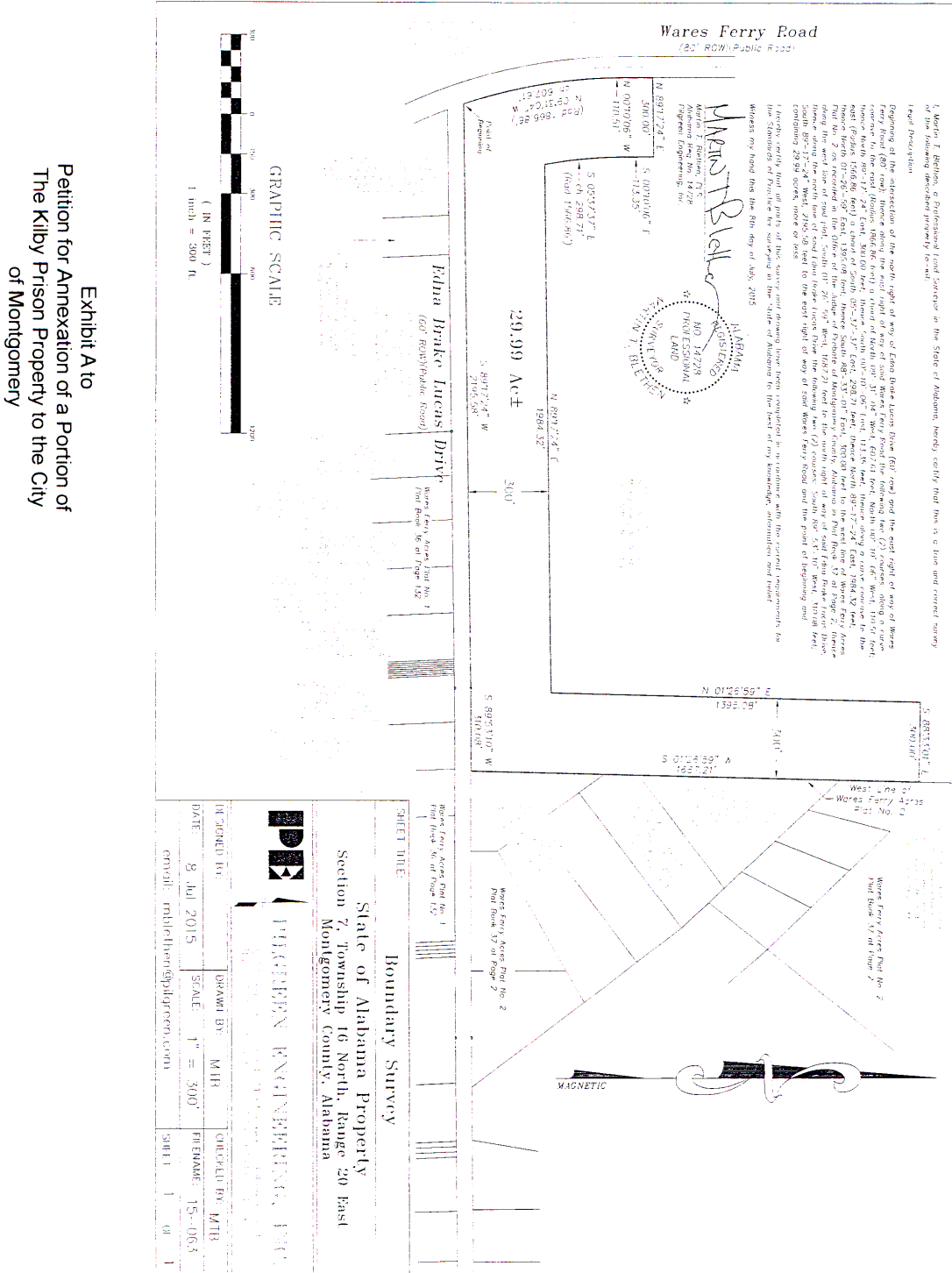
Given under my hand the 20th day of July, 2015.

Kristina L. Simpson
Signature

Kristina L. Simpson
Print Name

Notary Public
My Commission expires: 6-11-16

[SEAL]



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

ORDINANCE NO. 43-2015

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:

Beginning at the intersection of the north right of way of Edna Brake Lucas Drive (60' row) and the east right of way of Wares Ferry Road (80' row); thence along the east right of way of said Wares Ferry Road the following two (2) courses: along a curve concave to the east (Radius 1866.86 feet) a chord of North 09°-31'-04" West, 607.61 feet; North 00°-10'-06" West, 110.51 feet; thence North 89°-17'-24" East, 300.00 feet; thence South 00°-10'-06" East, 113.35 feet; thence along a curve concave to the east (Radius 1566.86 feet) a chord of South 05°-37'-37" East, 298.71 feet; thence North 89°-17'-24" East, 1984.32 feet; thence North 01°-26'-59" East, 1395.08 feet; thence South 88°-33'-01" East, 300.00 feet to the west line of Wares Ferry Acres Plat No. 2 as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 37 at Page 2; thence along the west line of said plat, South 01°-26'-59" West, 1687.21 feet to the north right of way of said Edna Brake Lucas Drive; thence along the north line of said Edna Brake Lucas Drive the following two (2) courses: South 89°-53'-10" West, 310.08 feet; South 89°-17'-24" West, 2195.58 feet to the east right of way of said Wares Ferry Road and the point of the beginning and containing 29.99 acres, more or less. According to the boundary survey by Martin T. Blethen, PLS, Alabama Reg. No. 14728. Pilgreen Engineering, Inc. reflected on Plat dated July 8, 2015, a copy of which is Exhibit A to this Petition.

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

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

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

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

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

Section 5. Description of Property. The newly annexed area is contiguous to Council District 1. Council District 1 shall be reapportioned to include this new area and all other districts shall remain unchanged. Attached hereto and incorporated herein, Exhibit A sets forth the newly reapportioned well-defined boundaries of Council District 1.

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

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

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

EXHIBIT A

PROPOSED COUNCIL DISTRICT 1: (Alabama Department of Corrections Property Annexation)

Beginning at the intersection of the centerlines of Burbank Drive and Atlanta Highway; thence East along the centerline of Atlanta Highway to the intersection of the centerlines of Atlanta Highway and Eastern Boulevard; thence Southwesterly along the centerline of Eastern Boulevard to the intersection of the centerlines of Eastern Boulevard and Interstate-85; thence West along the centerline of Interstate-85 to a point on the half section line of Section 22 T16N R18E; thence continuing West approximately 1,825 feet along said centerline of Interstate-85 to a point; thence North to a point at the intersection of the south line of Section 15 T16N R18E and the centerline of Hi View Lane; thence North along the centerline of Hi View Lane to the intersection of the centerlines of Hi View Lane and Fairwood Drive; thence East along the centerline of Fairwood Drive to the intersection of the centerlines of Fairwood Drive and Dundale Road; thence Northeasterly along the centerline of Dundale Road to the intersection of the centerlines of Dundale Road and Beechdale Road; thence North along the centerline of Beechdale Road to the intersection of the centerlines of Beechdale Road and Harrison Road; thence West along the centerline of Harrison Road to the intersection of the centerlines of Harrison Road and Lincoln Road; thence North along the centerline of Lincoln Road to the intersection of the centerlines of Lincoln Road and Highland Avenue; thence West along the centerline of Highland Avenue to the intersection of the centerlines of Highland Avenue and Three Mile Branch; thence Northeasterly along the centerline of Three Mile Branch to the intersection of the centerlines of Three Mile Branch and the Atlanta Highway; thence Southeast along the centerline of Atlanta Highway to the intersection of the centerlines of Atlanta Highway and Wares Ferry Road; thence Northeasterly along the

centerline of Wares Ferry Road to a point on the south line of the northeast quarter of Section 6 T16N R19E; thence Northeast approximately 1,667 feet to a point on said centerline; thence North approximately 1,290 feet to the south line of Section 31 T17N R19E; thence East approximately 400 feet along said south line to the southeast corner of said Section 31; thence North along the east line of said Section 31 to the southwest corner of Lot 29 Block A according to the Montgomery East Corrected Plat 23 as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 36 at Page 162; thence Southeast to the southeast corner of said Lot 29; thence Northeast to the northeast corner of said Lot 29; thence continuing Northeast to the centerline of Rock Rose Court; thence Northeast along the centerline of Rock Rose Court to the intersection of the centerlines of Rock Rose Court and Countryside Lane; thence North along the centerline of Countryside Lane to the intersection of the centerlines of Countryside Lane and Cypress Court; thence North approximately 665 feet along the centerline of Cypress Court to the south line of Lot 17 Block E according to said Montgomery East Corrected Plat 23; thence East to the southeast corner of said Lot 17; thence Northeast to the northeast corner of said Lot 17; thence Northwest approximately 30 feet to a point on the north line of said Lot 17; thence North approximately 450 feet to a point in the southwest quarter of the northwest quarter of Section 32 T17N R19E; thence Northeasterly approximately 655 feet to the centerline of Brassell Creek; thence Northerly approximately 1,480 feet along the centerline of Brassell Creek to the intersection of the centerlines of said Creek and CSX Transportation Railroad Right-of-Way; thence Southeast along said railroad right-of-way to the half section line of said Section 32; thence South along the half section line of said Section 32 to the northwest corner of the south half of the southeast quarter of said Section 32; thence East along the north line of the south half of the southeast quarter of said Section 32 to the west line of Section 33 T17N R19E; thence North along the west line of said Section 33 approximately 1,070 feet to a point; thence, leaving the west line of said Section 33, southeasterly 208 feet to a point; thence North 191 feet to a point on the centerline of CSX Transportation Railroad right-of-way; thence Southeasterly along said railroad centerline approximately 4,052 feet to a point on said railroad centerline; thence South approximately 75 feet to a point; thence Southeasterly to the east line of said Section 33; thence South along the east line of said Section 33 to the northwest corner of Section 3 T16N R19E; thence East along the north line of said Section 3 to the half section line of said Section 3; thence South along the half section line to the southeast corner of the northwest quarter of said Section 3; thence West along the south line of the northwest quarter of said Section 3 to the northeast corner of Lot 13 Block L according to the Lake Forest Plat 7B, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 45 at Page 169; thence Southerly along the East boundary line of said Plat to the southeast corner of Lot 2 Block L of said Plat; thence West along the south line of said Lot 2 to the southeast corner of Lot 3 Block C according to the Forest Trail Plat 2, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 43 at Page 104; thence Southeast along the south line of said Lot 3 to the east right-of-way of Forest Trail; thence Northwest to the southeast corner of Lot 12 Block B of said Plat; thence southwest along the south line of said Lot 12 to the northeast corner of Lot 23 Block I according to the Forest Trail Plat 1, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 41 at Page 199; thence Southeasterly along the east line of said Lot 23 to the northwest right-of-way of Allens Trail; thence East along said right-of-way to the west right-of-way of Forest Trail; thence Northeast to the northwest corner of Lot 13 Block O of said Plat; thence Northeast along the north line of said Lot 13 to the northeast corner of said Lot 13; thence South along the east line of said Plat to the northeast corner of Lot 4 Block 1 according to the Arrowhead West Plat 4C, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 41 at Page 89; thence Southeasterly along the east line of the Arrowhead Subdivision to the northwest corner of Lot 1A Block C according to the Towne Lake Plat 5A Corrected, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 43 at Page 154; thence Southeasterly along the northeast line of the Towne Lake Subdivision to the northeast corner of Lot 20 Block D according to the Towne Lake Plat 4, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 41 at Page 11; thence East approximately 772 feet to a point; thence North approximately 127 feet to the half section line of Section 11 T16N R19E; thence East along said half section line approximately 1,840 feet to a point; thence Southeasterly to the west line of Section 12 T16N R19E; thence Northeasterly approximately 4,410 feet to a point; thence East approximately 1,065 feet to the southeast corner of Lot 1 according to the Montgomery Ready Mix Plat 1, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 47 at Page 162, said point being the west right-of-way of Wares Ferry Road;

thence East approximately 375 feet to a point; thence South approximately 410 feet to a point; thence East approximately 1,980 feet to a point; thence North approximately 1,390 feet to a point; thence East approximately 300 feet to a point on the west line of Lot 8 according to the Wares Ferry Acres Plat 2, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 37 at Page 2; thence South along the west boundary line of said plat to the southwest corner of Lot 1 of said plat, said point also being on the north right-of-way of Edna Brake Lucas Drive; thence West along said north right-of-way to its intersection with the east right-of-way of Wares Ferry Road; thence North along said east right-of-way approximately 420 feet to a point on said east right of way; thence West approximately 1,075 feet to a point; thence Southwest approximately 2,980 feet to a point; thence South approximately 145 feet to the northeast corner of Lot 16 Block L according to the Stoneybrooke Plat 3 Corrected, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 51 at Page 140; thence South along the east line of said Plat to the southeast corner of Lot 6 Block I of said Plat; thence South to the centerline of Atlanta Highway; thence West approximately 1,295 feet along said right-of-way to a point; thence North to the southwest corner of Lot 1 according to the Stoneybrooke Plat 1, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 49 at Page 143; thence North along the western boundary line of Stoneybrooke Subdivision to the southwest corner of Lot 17 Block J according to the Stoneybrooke Plat 2, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 50 at Page 133; thence West approximately 1,195 feet to a point; thence Southeasterly approximately 638 feet to the north line of Section 14 T16N R19E; thence East along said north line to the northeast corner of the northwest quarter of the northeast quarter of said Section 14; thence South along the east line of the west half of the northeast quarter of said Section 14 to the centerline of Atlanta Highway; thence West along the centerline of Atlanta Highway to the west line of said Section 14; thence South along said west line to the north right-of-way of Interstate-85; thence West along said right-of-way to the intersection of said right-of-way and the centerline of Atlanta Highway; thence Northwesterly approximately 2,300 feet along the centerline of Atlanta Highway to the intersection of said centerline and the south line of the north half of the northeast quarter of Section 15 T16N R19E; thence West approximately 2,150 feet to a point on said south line in the northwest quarter of said Section 15; thence Southwest approximately 475 feet to a point on the centerline of the Kershaw Manufacturing Railroad Right-of-Way; thence Northwest along the centerline of said railroad right-of-way to the intersection of the centerlines of said railroad right-of-way and Atlanta Highway; thence West along the centerline of Atlanta Highway to the intersection of the centerlines of Atlanta Highway and Oliver Creek; thence Northwest along the centerline of Oliver Creek to the intersection of the centerlines of Oliver Creek and Kershaw Manufacturing Railroad Right-of-way; thence Northwest along said railroad centerline to the intersection of the centerlines of said railroad right-of-way and Burbank Drive; thence South along the centerline of Burbank Drive to the point of beginning.

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

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

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

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

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

The Clerk stated that she received the following communication from the Mayor:

July 22, 2015

I, Todd Strange, Mayor of the City of Montgomery, Alabama, do hereby certify that only one person filed a Statement of Candidacy for the Office of Councilman District 8 of the City of Montgomery, Alabama, by 5:00 p.m. on the 21st day of July, 2015 preceding the day of August 25, 2015, the date set for an election of municipal officers of the City of Montgomery, Alabama.

That person filing the Statement of Candidacy and certified by the Judge of Probate for the Office of Councilman of District 8 of the City of Montgomery, Alabama is:

Glen O. Pruitt, Jr.
1266 Stafford Drive
Montgomery, Alabama

/S/
Todd Strange, Mayor

Attest: July 22, 2015
/S/
Brenda Gale Blalock, City Clerk

After reading the above communication, the City Clerk stated that this was the time and place to hear and consider the following proposed resolution:

RESOLUTION NO. 166-2015

WHEREAS, the Council of the City of Montgomery, Alabama, received a statement from the Mayor of the City of Montgomery certifying that only one person filed a Statement of Candidacy for the Office of Councilman District 8 of the City of Montgomery; and

WHEREAS, that person filing the Statement of Candidacy for the Office of Councilman District 8 of the City of Montgomery and certified by Stephen L. Reed, Judge of Probate of Montgomery County, Alabama, is Glen O. Pruitt, Jr.:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Glen O. Pruitt, Jr. is the only person filing a Statement of Candidacy for the Office of Councilman for District 8 and certified by Stephen L. Reed, Judge of Probate of Montgomery County, Alabama, and is hereby declared duly elected to the office and shall take office as provided by law.

/S/
RICHARD BOLLINGER

/S/
JON DOW

/S/
CHARLES W. SMITH

/S/
ARCH LEE

/S/
HILTON LEON "TRACY" LARKIN

/S/
GLEN O. PRUITT, JR.

/S/
DAVID BURKETTE

/S/
CHARLES W. JINRIGHT

/S/
CORNELIUS "CC" CALHOUN

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

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

AYES:	BOLLINGER, SMITH, LARKIN, CALHOUN, DOW 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. 167-2015

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)
CITY OF MONTGOMERY)

CERTIFICATE OF ELECTION

WHEREAS, the Council of the City of Montgomery, Alabama, has received from the Mayor of the City of Montgomery a statement certifying that only one person filed a Statement of Candidacy for the Office of Councilman District 8 of the City of Montgomery; and

WHEREAS, that person filing the Statement of Candidacy for the office of Councilman District 8 of the City of Montgomery and certified by Stephen L. Reed, Judge of Probate of Montgomery County, Alabama, is GLEN O. PRUITT, JR.:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that this Certificate of Election be and is hereby presented to GLEN O, PRUITT, JR. by the Council of the City of Montgomery, Alabama, entitling GLEN O. PRUITT, JR. to the possession of Councilman District 8 of the City of Montgomery.

/S/
RICHARD BOLLINGER

/S/
JON DOW

/S/
CHARLES W. SMITH

/S/
ARCH LEE

/S/
HILTON LEON "TRACY" LARKIN

/S/
GLEN O. PRUITT, JR.

/S/
DAVID BURKETTE

/S/
CHARLES W. JINRIGHT

/S/
CORNELIUS "CC" CALHOUN

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

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

The Clerk stated that she received the following communication from the Mayor:

July 22, 2015

I, Todd Strange, Mayor of the City of Montgomery, Alabama, do hereby certify that only one person filed a Statement of Candidacy for the Office of Councilman District 9 of the City of Montgomery, Alabama, by 5:00 p.m. on the 21st day of July, 2015 preceding the day of August 25, 2015, the date set for an election of municipal officers of the City of Montgomery, Alabama.

That person filing the Statement of Candidacy and certified by the Judge of Probate for the Office of Councilman of District 9 of the City of Montgomery, Alabama is:

Charles W. Jinright
9501 Fendall Hall Circle
Montgomery, Alabama

/S/
Todd Strange, Mayor

Attest: July 22, 2015
/S/
Brenda Gale Blalock, City Clerk

After reading the above communication, the City Clerk stated that this was the time and place to hear and consider the following proposed resolution:

RESOLUTION NO. 168-2015

WHEREAS, the Council of the City of Montgomery, Alabama, received a statement from the Mayor of the City of Montgomery certifying that only one person filed a Statement of Candidacy for the Office of Councilman District 9 of the City of Montgomery; and

WHEREAS, that person filing the Statement of Candidacy for the Office of Councilman District 9 of the City of Montgomery and certified by Stephen L. Reed, Judge of Probate of Montgomery County, Alabama, is Charles W. Jinright:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Charles W. Jinright is the only person filing a Statement of Candidacy for the Office of Councilman for District 9 and certified by Stephen L. Reed, Judge of Probate of Montgomery County, Alabama, and is hereby declared duly elected to the office and shall take office as provided by law.

/S/
RICHARD BOLLINGER

/S/
JON DOW

/S/
CHARLES W. SMITH

/S/
ARCH LEE

/S/
HILTON LEON "TRACY" LARKIN

/S/
GLEN O. PRUITT, JR.

/S/
DAVID BURKETTE

/S/
CHARLES W. JINRIGHT

CORNELIUS "CC" CALHOUN

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

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

AYES:	BOLLINGER, SMITH, LARKIN, CALHOUN, DOW 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. 169-2015

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)
CITY OF MONTGOMERY)

CERTIFICATE OF ELECTION

WHEREAS, the Council of the City of Montgomery, Alabama, has received from the Mayor of the City of Montgomery a statement certifying that only one person filed a Statement of Candidacy for the Office of Councilman District 9 of the City of Montgomery; and

WHEREAS, that person filing the Statement of Candidacy for the office of Councilman District 9 of the City of Montgomery and certified by Stephen L. Reed, Judge of Probate of Montgomery County, Alabama, is Charles W. Jinright:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that this Certificate of Election be and is hereby presented to CHARLES W. JINRIGHT by the Council of the City of Montgomery, Alabama, entitling CHARLES W. JINRIGHT to the possession of Councilman District 9 of the City of Montgomery.

/S/
RICHARD BOLLINGER

/S/
JON DOW

/S/
CHARLES W. SMITH

/S/
ARCH LEE

/S/
HILTON LEON "TRACY" LARKIN

/S/
GLEN O. PRUITT, JR.

/S/
DAVID BURKETTE

/S/
CHARLES W. JINRIGHT

/S/
CORNELIUS "CC" CALHOUN

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

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

AYES:	BOLLINGER, SMITH, LARKIN, CALHOUN, DOW 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. 170-2015

A RESOLUTION REVOKING BUSINESS LICENSE FOR FAILURE TO PAY SALES TAX 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, Lacheryl Lacour, d/b/a Two Sweet to be Forgotten, 1501 Mulberry Street Montgomery, AL 36106, has been advised they are in violation of the Montgomery City Code of Ordinances for failure to pay sales tax and have failed to remit same; 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 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 of Lacheryl Lacour, d/b/a Two Sweet to be Forgotten, 1501 Mulberry Street, Montgomery, Alabama 36106, more specifically identified in Exhibit A, and City Clerk is instructed to schedule a show cause hearing and notify licensee.



City of **Montgomery**, Alabama

Todd Strange, Mayor

Montgomery City Council Members
Charles W. Jinright - 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 29, 2015
RE: REQUEST TO REVOKE BUSINESS LICENSE
ACCOUNT#029612

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, because of failure to file sales tax, 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: Two Sweet to Be Forgotten

NAME OF OWNER: Lacheryl Lacour

ADDRESS: 1501 Mulberry St
MONTGOMERY AL 36106

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

Mr. Mickey McInnish, Senior Attorney, 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:	BOLLINGER, SMITH, LARKIN, CALHOUN, DOW	
	LEE, PRUITT, JINRIGHT	--8
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	BURKETTE	--1

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

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

The Clerk stated Items No. 13 and 14 have been withdrawn.

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

RESOLUTION NO. 171-2015

HEREAS, AP Marketing LLC, d/b/a Zelda Road Chevron, 2682 Zelda Road, 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, AP Marketing LLC, d/b/a Zelda Road Chevron, 2682 Zelda Road, 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. Amitkumar Patel was present representing this item. No one was present in opposition to this item.

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

AYES:	BOLLINGER, SMITH, LARKIN, CALHOUN, DOW 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, SMITH, LARKIN, CALHOUN, DOW 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 all objections and protests to the following proposed resolution:

RESOLUTION NO. 172-2015

WHEREAS, Gravity Inc., d/b/a Narrow Lane Pacecar, 2000 East South Boulevard, 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, Gravity Inc., d/b/a Narrow Lane Pacecar, 2000 East South Boulevard, 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.

Ms. Nilan Patel was present representing this item. No one was present in opposition to this item.

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

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

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

Councillor Burkette entered the Council Chamber at 5:23 p.m.

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

RESOLUTION NO. 173-2015

WHEREAS, Moon 2015 Inc., d/b/a King Food Store, 409 Hall 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, Moon 2015 Inc., d/b/a King Food Store, 409 Hall 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. Dimpal Patel was present representing this item. No one was present in opposition to this item.

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

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

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

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

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

RESOLUTION NO. 174-2015

WHEREAS, Max Tavern LLC, d/b/a Mac's Tavern, 2004 Upper Wetumpka Road, 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, Max Tavern LLC, d/b/a Mac's Tavern, 2004 Upper Wetumpka Road, be and is hereby approved for a Lounge Retail Liquor – Class I License and concurrence in the issuance of the licenses by the State of Alabama Alcoholic Beverage Control Board.

Ms. Leslie Thompson and Mr. James Thompson were present representing this item. No one was present in opposition to this item.

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

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

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

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

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

RESOLUTION NO. 175-2015

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 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. 176-2015

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 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

Councillor Bollinger introduce the following petition:

PETITION FOR ANNEXATION

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

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

SEE EXHIBIT A, ATTACHED HERETO AND MADE A PART HEREOF.

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

1. That said territory or property is eligible for annexation to the City of Montgomery pursuant to the terms of §11-42-21, *Code of Alabama, 1975*, as amended.
2. That the territory or property described on Exhibit A does not lie within the corporate limits of any other municipality.
3. That the property described on Exhibit A either abuts directly upon and is contiguous to the corporate limits of the City of Montgomery, or abuts upon and is contiguous to one or more other parcels of property which are, together, contiguous to the corporate limits of the City of Montgomery, and the owner(s) of which are seeking annexation of said parcel(s) into the corporate limits of Montgomery simultaneously herewith.

4. That the undersigned Petitioners are either the sole owners of the territory or property described on Exhibit A, or are authorized to bind the business entity which owns the said property, if the property is not owned individually, or are authorized by power of attorney to petition for the annexation of said property; that said Petitioners request to be annexed.

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

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

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

City of Montgomery

Mayor Todd Strange

STATE of ALABAMA
MONTGOMERY COUNTY

I, a Notary Public, hereby certify that TODD STRANGE 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 _____ day of _____, 20____.

Notary Public
My _____ commission

expires: _____

PROPOSED COUNCIL DISTRICT 1: (Sheffield Fund Property)

Beginning at the intersection of the centerlines of Burbank Drive and Atlanta Highway; thence East along the centerline of Atlanta Highway to the intersection of the centerlines of Atlanta Highway and Eastern Boulevard; thence Southwesterly along the centerline of Eastern Boulevard to the intersection of the centerlines of Eastern Boulevard and Interstate-85; thence West along the centerline of Interstate-85 to a point on the half section line of Section 22 T16N R18E; thence

continuing West approximately 1,825 feet along said centerline of Interstate-85 to a point; thence North to a point at the intersection of the south line of Section 15 T16N R18E and the centerline of Hi View Lane; thence North along the centerline of Hi View Lane to the intersection of the centerlines of Hi View Lane and Fairwood Drive; thence East along the centerline of Fairwood Drive to the intersection of the centerlines of Fairwood Drive and Dundale Road; thence Northeasterly along the centerline of Dundale Road to the intersection of the centerlines of Dundale Road and Beechdale Road; thence North along the centerline of Beechdale Road to the intersection of the centerlines of Beechdale Road and Harrison Road; thence West along the centerline of Harrison Road to the intersection of the centerlines of Harrison Road and Lincoln Road; thence North along the centerline of Lincoln Road to the intersection of the centerlines of Lincoln Road and Highland Avenue; thence West along the centerline of Highland Avenue to the intersection of the centerlines of Highland Avenue and Three Mile Branch; thence Northeasterly along the centerline of Three Mile Branch to the intersection of the centerlines of Three Mile Branch and the Atlanta Highway; thence Southeast along the centerline of Atlanta Highway to the intersection of the centerlines of Atlanta Highway and Wares Ferry Road; thence Northeasterly along the centerline of Wares Ferry Road to a point on the south line of the northeast quarter of Section 6 T16N R19E; thence Northeast approximately 1,667 feet to a point on said centerline; thence North approximately 1,290 feet to the south line of Section 31 T17N R19E; thence East approximately 400 feet along said south line to the southeast corner of said Section 31; thence North along the east line of said Section 31 to the southwest corner of Lot 29 Block A according to the Montgomery East Corrected Plat 23 as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 36 at Page 162; thence Southeast to the southeast corner of said Lot 29; thence Northeast to the northeast corner of said Lot 29; thence continuing Northeast to the centerline of Rock Rose Court; thence Northeast along the centerline of Rock Rose Court to the intersection of the centerlines of Rock Rose Court and Countryside Lane; thence North along the centerline of Countryside Lane to the intersection of the centerlines of Countryside Lane and Cypress Court; thence North approximately 665 feet along the centerline of Cypress Court to the south line of Lot 17 Block E according to said Montgomery East Corrected Plat 23; thence East to the southeast corner of said Lot 17; thence Northeast to the northeast corner of said Lot 17; thence Northwest approximately 30 feet to a point on the north line of said Lot 17; thence North approximately 450 feet to a point in the southwest quarter of the northwest quarter of Section 32 T17N R19E; thence Northeasterly approximately 655 feet to the centerline of Brassell Creek; thence Northerly approximately 1,480 feet along the centerline of Brassell Creek to the intersection of the centerlines of said Creek and CSX Transportation Railroad Right-of-Way; thence Southeast along said railroad right-of-way to the half section line of said Section 32; thence South along the half section line of said Section 32 to the northwest corner of the south half of the southeast quarter of said Section 32; thence East along the north line of the south half of the southeast quarter of said Section 32 to the west line of Section 33 T17N R19E; thence North along the west line of said Section 33 approximately 1,070 feet to a point; thence, leaving the west line of said Section 33, southeasterly 208 feet to a point; thence North 191 feet to a point on the centerline of CSX Transportation Railroad right-of-way; thence Southeasterly along said railroad centerline approximately 4,052 feet to a point on said railroad centerline; thence South approximately 75 feet to a point; thence Southeasterly to the east line of said Section 33; thence South along the east line of said Section 33 to the northwest corner of Section 3 T16N R19E; thence East along the north line of said Section 3 to the half section line of said Section 3; thence South along the half section line to the southeast corner of the northwest quarter of said Section 3; thence West along the south line of the northwest quarter of said Section 3 to the northeast corner of Lot 13 Block L according to the Lake Forest Plat 7B, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 45 at Page 169; thence Southerly along the East boundary line of said Plat to the southeast corner of Lot 2 Block L of said Plat; thence West along the south line of said Lot 2 to the southeast corner of Lot 3 Block C according to the Forest Trail Plat 2, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 43 at Page 104; thence Southeast along the south line of said Lot 3 to the east right-of-way of Forest Trail; thence Northwest to the southeast corner of Lot 12 Block B of said Plat; thence southwest along the south line of said Lot 12 to the northeast corner of Lot 23 Block I according to the Forest Trail Plat 1, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 41 at Page 199; thence Southeasterly along the east line of said Lot 23 to the northwest right-of-way of Allens Trail; thence East along said right-of-way to the west right-of-way of Forest Trail; thence Northeast to the northwest corner of Lot 13 Block O of said Plat; thence Northeast along the north

line of said Lot 13 to the northeast corner of said Lot 13; thence South along the east line of said Plat to the northeast corner of Lot 4 Block 1 according to the Arrowhead West Plat 4C, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 41 at Page 89; thence Southeasterly along the east line of the Arrowhead Subdivision to the northwest corner of Lot 1A Block C according to the Towne Lake Plat 5A Corrected, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 43 at Page 154; thence Southeasterly along the northeast line of the Towne Lake Subdivision to the northeast corner of Lot 20 Block D according to the Towne Lake Plat 4, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 41 at Page 11; thence East approximately 772 feet to a point; thence North approximately 127 feet to the half section line of Section 11 T16N R19E; thence East along said half section line approximately 1,840 feet to a point; thence Southeasterly to the west line of Section 12 T16N R19E; thence Northeasterly approximately 4,410 feet to a point; thence East approximately 1,065 feet to the southeast corner of Lot 1 according to the Montgomery Ready Mix Plat 1, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 47 at Page 162, said point being the west right-of-way of Wares Ferry Road; thence East approximately 375 feet to a point; thence South approximately 410 feet to a point; thence East approximately 1,980 feet to a point; thence North approximately 1,390 feet to a point; thence East approximately 300 feet to a point on the west line of Lot 8 according to the Wares Ferry Acres Plat 2, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 37 at Page 2; thence North along the west line of said Lot 8 to its northwest corner; thence Easterly along the north boundary of said plat to its intersection with the west right-of-way of Sprott Drive; thence South along said right-of-way 30 feet to a point; thence, leaving said right-of-way, Southwesterly along the boundary line of Lot 14 of said plat to its southernmost corner; thence Northeast along the southern boundaries of Lots 14, 12, and 10 of said plat to a point on the east boundary of Lot 8 of said plat; thence South along the east boundary of said Lot 8 to its southernmost corner; thence Northwest along the southern boundary of said Lot 8 to the northwest corner of Lot 7 of said plat; thence South along the west boundary line of said plat to the southwest corner of Lot 1 of said plat, said point also being on the north right-of-way of Edna Brake Lucas Drive; thence West along said north right-of-way to its intersection with the east right-of-way of Wares Ferry Road; thence North along said east right-of-way approximately 420 feet to a point on said east right of way; thence West approximately 1,075 feet to a point; thence Southwest approximately 2,980 feet to a point; thence South approximately 145 feet to the northeast corner of Lot 16 Block L according to the Stoneybrooke Plat 3 Corrected, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 51 at Page 140; thence South along the east line of said Plat to the southeast corner of Lot 6 Block I of said Plat; thence South to the centerline of Atlanta Highway; thence West approximately 1,295 feet along said right-of-way to a point; thence North to the southwest corner of Lot 1 according to the Stoneybrooke Plat 1, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 49 at Page 143; thence North along the western boundary line of Stoneybrooke Subdivision to the southwest corner of Lot 17 Block J according to the Stoneybrooke Plat 2, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 50 at Page 133; thence West approximately 1,195 feet to a point; thence Southeasterly approximately 638 feet to the north line of Section 14 T16N R19E; thence East along said north line to the northeast corner of the northwest quarter of the northeast quarter of said Section 14; thence South along the east line of the west half of the northeast quarter of said Section 14 to the centerline of Atlanta Highway; thence West along the centerline of Atlanta Highway to the west line of said Section 14; thence South along said west line to the north right-of-way of Interstate-85; thence West along said right-of-way to the intersection of said right-of-way and the centerline of Atlanta Highway; thence Northwesterly approximately 2,300 feet along the centerline of Atlanta Highway to the intersection of said centerline and the south line of the north half of the northeast quarter of Section 15 T16N R19E; thence West approximately 2,150 feet to a point on said south line in the northwest quarter of said Section 15; thence Southwest approximately 475 feet to a point on the centerline of the Kershaw Manufacturing Railroad Right-of-Way; thence Northwest along the centerline of said railroad right-of-way to the intersection of the centerlines of said railroad right-of-way and Atlanta Highway; thence West along the centerline of Atlanta Highway to the intersection of the centerlines of Atlanta Highway and Oliver Creek; thence Northwest along the centerline of Oliver Creek to the intersection of the centerlines of Oliver Creek and Kershaw Manufacturing Railroad Right-of-way; thence Northwest along said railroad centerline to the intersection of the centerlines of said railroad

right-of-way and Burbank Drive; thence South along the centerline of Burbank Drive to the point of beginning.

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

Councillor Bollinger introduced the following ordinance:

ORDINANCE NO. 44-2015

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:

Commence at the Northeast corner of Section 7, T16N, R20E, Montgomery County, Alabama; thence leaving said Corner N 88 degrees 55'19"W 30.00 feet to an iron pin, said point being the Point of Beginning for the following described parcel of land; Thence leaving said Point of Beginning continue N 88 degrees 55'19" W 1320.00 feet to an iron pin; Thence S 00 degrees 40'55" W 635.85 feet to an iron pin; Thence S 37 degrees 55'56"W 1176.51 feet to an iron pin; Thence N 47 degrees 19'56"W 224.92 feet to an iron pin; Thence N 43 degrees 08'39"W 202.24 feet to an iron pin; Thence N 43 degrees 08'25"W 212.30 feet to an iron pin; Thence S 15 degrees 02'18"W 287.18 feet to an iron pin lying on the Northerly Right of Way of East Field Road (60' ROW) Thence along said Right of Way N 42 degrees 17'44"W 171.83 feet to an iron pin; Thence N 01 degrees 26'59"E 1090.72 feet to an iron pin; Thence S 77 degrees 23'26"E 1808.34 feet to an iron pin; Thence N 00 degrees 40'53"E 485.50 feet to an iron pin; Thence S 88 degrees 55'19"E 60.00 feet to an iron pin; Thence continue S 88 degrees 55'19"E 1320.52 feet to an iron pin; Thence S 01 degrees 40'50"W 30.00 feet to the Point of Beginning. Said parcel of land lying in the Northeast ¼ of Section 7, T16N, R20E, Montgomery County, Alabama and containing 29.15 acres more or less.

Being one and the same as the following:

Commence at the Northeast Corner of Section 7, T-16-N, R-20-E, Montgomery County, Alabama; thence run North 88°-38'-58" West, 30.00 feet to the west right of way of Sprott Road (60' row) and the Point of Beginning; thence from said point of beginning, continue North 88°-38'-58" West, 1318.52 feet, thence South 01°-14'-37" West, 665.96 feet; thence South 38°-34'-49" West, 1149.03 feet; thence North 47°-20'-58" West, 224.84 feet; thence North 43°-00'-52" West, 202.49 feet; thence North 43°-11'-21" West, 211.95 feet; thence South 15°-05'-00" West, 317.20 feet; thence North 43°-01'-03" West, 161.51 feet; thence North 01°-28'-39" East, 1129.80 feet; thence South 77°-21'-42" East, 1309.90 feet; thence North 00°-39'-48" East, 485.31 feet; thence South 89°-10'-21" East, 59.88 feet; thence South 88°-39'-05" East, 1318.05 feet to the west right of way of said Sprott Road; thence along the west right of way of said Sprott Road; South 00°-01'-23" West, 30.0 feet to the point of beginning.

Said parcel lying and being in the NE ¼ of Section 7 and the SE ¼ of Section 6, Township 16 North, Range 20 East, Montgomery County, Alabama and containing 29.41 acres, more or less.

Parcel is a part of Lots 8, 10, 12, and 14 according to Wares Ferry Acres, Plat No. 2 as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 37 at page 2 and other unplatted property.

As shown on survey by Martin T. Blethen, PLS AL Reg No 14728 dated July 6, 2015.

1308.34

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

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

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

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

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

Section 5. Description of Property. The newly annexed area is contiguous to Council District 1. Council District 1 shall be reapportioned to include this new area and all other districts shall remain unchanged. Attached hereto and incorporated herein, Exhibit A sets forth the newly reapportioned well-defined boundaries of Council District 1.

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

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

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

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PROPOSED COUNCIL DISTRICT 1: (Sheffield Fund Property)

Beginning at the intersection of the centerlines of Burbank Drive and Atlanta Highway; thence East along the centerline of Atlanta Highway to the intersection of the centerlines of Atlanta Highway and Eastern Boulevard; thence Southwesterly along the centerline of Eastern Boulevard to the intersection of the centerlines of Eastern Boulevard and Interstate-85; thence West along the centerline of Interstate-85 to a point on the half section line of Section 22 T16N R18E; thence continuing West approximately 1,825 feet along said centerline of Interstate-85 to a point; thence North to a point at the intersection of the south line of Section 15 T16N R18E and the centerline of Hi View Lane; thence North along the centerline of Hi View Lane to the intersection of the centerlines of Hi View Lane and Fairwood Drive; thence East along the centerline of Fairwood Drive to the intersection of the centerlines of Fairwood Drive and Dundale Road; thence Northeasterly along the centerline of Dundale Road to the intersection of the centerlines of Dundale Road and Beechdale Road; thence North along the centerline of Beechdale Road to the intersection of the centerlines of Beechdale Road and Harrison Road; thence West along the centerline of Harrison Road to the intersection of the centerlines of Harrison Road and Lincoln Road; thence North along the centerline of Lincoln Road to the intersection of the centerlines of Lincoln Road and Highland Avenue; thence West along the centerline of Highland Avenue to the intersection of the centerlines of Highland Avenue and Three Mile Branch; thence Northeasterly along the centerline of Three Mile Branch to the intersection of the centerlines of Three Mile Branch and the Atlanta Highway; thence Southeast along the centerline of Atlanta Highway to the intersection of the centerlines of Atlanta Highway and Wares Ferry Road; thence Northeasterly along the centerline of Wares Ferry Road to a point on the south line of the northeast quarter of Section 6 T16N R19E; thence Northeast approximately 1,667 feet to a point on said centerline; thence North approximately 1,290 feet to the south line of Section 31 T17N R19E; thence East approximately 400 feet along said south line to the southeast corner of said Section 31; thence North along the east line of said Section 31 to the southwest corner of Lot 29 Block A according to the Montgomery East Corrected Plat 23 as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 36 at Page 162; thence Southeast to the southeast corner of said Lot 29; thence Northeast to the northeast corner of said Lot 29; thence continuing Northeast to the centerline of Rock Rose Court; thence Northeast along the centerline of Rock Rose Court to the intersection of the centerlines of Rock Rose Court and Countryside Lane; thence North along the centerline of Countryside Lane to the intersection of the centerlines of Countryside Lane and Cypress Court; thence North approximately 665 feet along the centerline of Cypress Court to the south line of Lot 17 Block E according to said Montgomery East Corrected Plat 23; thence East to the southeast corner of said Lot 17; thence Northeast to the northeast corner of said Lot 17; thence Northwest approximately 30 feet to a point on the north line of said Lot 17; thence North approximately 450 feet to a point in the southwest quarter of the northwest quarter of Section 32 T17N R19E; thence Northeasterly approximately 655 feet to the centerline of Brassell Creek; thence Northerly approximately 1,480 feet along the centerline of Brassell Creek to the intersection of the centerlines of said Creek and CSX Transportation Railroad Right-of-Way; thence Southeast along said railroad right-of-way to the half section line of said Section 32; thence South along the half section line of said Section 32 to the northwest corner of the south half of the southeast quarter of said Section 32; thence East along the north line of the south half of the southeast quarter of said Section 32 to the west line of Section 33

T17N R19E; thence North along the west line of said Section 33 approximately 1, 070 feet to a point; thence, leaving the west line of said Section 33, southeasterly 208 feet to a point; thence North 191 feet to a point on the centerline of CSX Transportation Railroad right-of-way; thence Southeasterly along said railroad centerline approximately 4,052 feet to a point on said railroad centerline; thence South approximately 75 feet to a point; thence Southeasterly to the east line of said Section 33; thence South along the east line of said Section 33 to the northwest corner of Section 3 T16N R19E; thence East along the north line of said Section 3 to the half section line of said Section 3; thence South along the half section line to the southeast corner of the northwest quarter of said Section 3; thence West along the south line of the northwest quarter of said Section 3 to the northeast corner of Lot 13 Block L according to the Lake Forest Plat 7B, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 45 at Page 169; thence Southerly along the East boundary line of said Plat to the southeast corner of Lot 2 Block L of said Plat; thence West along the south line of said Lot 2 to the southeast corner of Lot 3 Block C according to the Forest Trail Plat 2, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 43 at Page 104; thence Southeast along the south line of said Lot 3 to the east right-of-way of Forest Trail; thence Northwest to the southeast corner of Lot12 Block B of said Plat; thence southwest along the south line of said Lot 12 to the northeast corner of Lot 23 Block I according to the Forest Trail Plat 1, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 41 at Page 199; thence Southeasterly along the east line of said Lot 23 to the northwest right-of-way of Allens Trail; thence East along said right-of-way to the west right-of-way of Forest Trail; thence Northeast to the northwest corner of Lot 13 Block O of said Plat; thence Northeast along the north line of said Lot 13 to the northeast corner of said Lot 13; thence South along the east line of said Plat to the northeast corner of Lot 4 Block 1 according to the Arrowhead West Plat 4C, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 41 at Page 89; thence Southeasterly along the east line of the Arrowhead Subdivision to the northwest corner of Lot 1A Block C according to the Towne Lake Plat 5A Corrected, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 43 at Page 154; thence Southeasterly along the northeast line of the Towne Lake Subdivision to the northeast corner of Lot 20 Block D according to the Towne Lake Plat 4, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 41 at Page 11; thence East approximately 772 feet to a point; thence North approximately 127 feet to the half section line of Section 11 T16N R19E; thence East along said half section line approximately 1,840 feet to a point; thence Southeasterly to the west line of Section 12 T16N R19E; thence Northeasterly approximately 4,410 feet to a point; thence East approximately 1,065 feet to the southeast corner of Lot 1 according to the Montgomery Ready Mix Plat 1, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 47 at Page 162, said point being the west right-of-way of Wares Ferry Road; thence East approximately 375 feet to a point; thence South approximately 410 feet to a point; thence East approximately 1,980 feet to a point; thence North approximately 1,390 feet to a point; thence East approximately 300 feet to a point on the west line of Lot 8 according to the Wares Ferry Acres Plat 2, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 37 at Page 2; thence North along the west line of said Lot 8 to its northwest corner; thence Easterly along the north boundary of said plat to its intersection with the west right-of-way of Sprott Drive; thence South along said right-of-way 30 feet to a point; thence, leaving said right-of-way, Southwesterly along the boundary

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

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

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

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 ordinance, which motion carried with the following vote:

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

Councillor Calhoun introduced the following resolution:

RESOLUTION NO. 177-2015

WHEREAS, Ann Eutsey's term on the Board of Directors of the Arts Council expired May 1, 2015; and

WHEREAS, Councillor Calhoun has nominated Adwowa Jacobs to serve on said board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Adwowa Jacobs be and is hereby appointed to the Board of Directors of the Arts Council for a one-year term ending May 1, 2016.

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 the following Legal Notices would be advertised in the Montgomery Independent on August 6th, 2015 and August 13th, 2015, for public hearing before the Council on September 1st, 2015:

LEGAL NOTICE

Notice is hereby given that the Council of the City of Montgomery, Alabama, will meet at the Council Chamber, the regular meeting place of said Council, on Tuesday, September 1st, 2015, at 5:00 p.m., for the purpose of considering the adoption of the ordinance hereinafter set forth amending the Zoning Ordinance of the City of Montgomery, Alabama, adopted September 17, 1963, and notice is hereby given that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the adoption of such ordinance.

**BRENDA GALE BLALOCK
CITY CLERK**

ORDINANCE NO. _____

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

SECTION 1. That the Zoning Ordinance of Montgomery, Alabama, adopted September 17, 1963, be amended by removing the following described property from B-2 (Commercial) and B-3 (Commercial) Zoning Districts to an M-1 (Light Industrial) Zoning District.

Lots 1, 2, 3, 4 and 5 of Kyser Properties Plat No. 1A as recorded in Plat Book 27 at page 146 as recorded in the Office of the Judge of Probate of Montgomery County, Alabama; and Lots 9, 10, 11 and 12 of Kyser

Properties Plat No. 1B as recorded in Plat Book 27 at page 266 as recorded in the Office of the Judge of Probate of Montgomery County, Alabama

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

LEGAL NOTICE

Notice is hereby given that the Council of the City of Montgomery, Alabama, will meet at the Council Chamber, the regular meeting place of said Council, on Tuesday, September 1st, 2015, at 5:00 p.m., for the purpose of considering the adoption of the ordinance hereinafter set forth amending the Zoning Ordinance of the City of Montgomery, Alabama, adopted September 17, 1963, and notice is hereby given that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the adoption of such ordinance.

BRENDA GALE BLALOCK
CITY CLERK

ORDINANCE NO. _____

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

SECTION 1. That the Zoning Ordinance of Montgomery, Alabama, adopted September 17, 1963, be amended by removing the following described property from an O-2 (Office) Zoning District to a B-1-b (Central Business) Zoning District.

Lot A according to the map of McGehee's Subdivision 1, of Cornell's Place as said map appears of record in the Office of the Judge of Probate Montgomery County, Alabama in Plat Book 21 at Page 19 and Lot H according to the Map of Governor's Park Plat No. 2 as said map appears of record in the Office of the Judge of Probable of Montgomery County Alabama in Plat Book 22 at Page 13.

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

LEGAL NOTICE

Notice is hereby given that the Council of the City of Montgomery, Alabama, will meet at the Council Chamber, the regular meeting place of said Council, on Tuesday, September 1st, 2015, at 5:00 p.m., for the purpose of considering the adoption of the ordinance hereinafter set forth amending the Zoning Ordinance of the City of Montgomery, Alabama, adopted September 17, 1963, and notice is hereby given that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the adoption of such ordinance.

BRENDA GALE BLALOCK
CITY CLERK

ORDINANCE NO. _____

SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALBAMA, that Appendix C-Zoning, Article VII, Section 4. Industrial Districts is hereby amended to read as follows:

4. Industrial Districts (Ord. No. 31-73)	Light Industry	M-1
	Industrial Park	M-2
	General Industry	M-3

<u>ITEM</u>	<u>DISTRICT</u>	
M-1	M-2	M-3

Classes of industry, businesses or services permitted	A & D	A	A,B,C & D
Classes of industry, businesses or services permitted on appeal	B	C	E
Classes of industry, businesses or services restricted	E	B,D & E	--
Minimum yard size:			
Front yard, in ft.	20	30	--
Rear yard, in ft.	--	30	--
Side yard, in ft.	--	30	--
Street Side yard, in ft.	20	20	--
Maximum building height in ft.	50	50	150
Maximum building area, percent of gross lot area	50%	50%	50%
Off-street loading	(See Article VI-5)		
Off-street parking requirements:			
Parking spaces per each work	1/2	1/2	1/2
Parking spaces per each company garaged vehicle	1	1	1
Prior approval of development plan	Required	Required	Required

CLASS:

- “A” Light industrial operations not obnoxious, offensive, or detrimental to neighboring property by reason of dust, smoke, vibration, noise, odor, or effluents; and including the following types of businesses or industry: ice cream plants and creameries; cold storage plants, ice plants, bottling and central distribution plants; baking plants; textile mills; dyeing plants; warehouses; large dry cleaners and laundries; trucking terminals and similar types; quarters for a watchman.
- “B” Animal clinic, hospital or kennels; coal yard; lumber yard or mill; auto wrecking; gasoline, oil, gas, or alcohol storage above ground in excess of 500 gallons; grist or flour mill; scrap paper, rag storage or baling conducted entirely within a structure.
- “C” Any industrial or industrial service use, except those which in the opinion of the Building Inspector would cause noise, smoke, gas, vibration, fumes, dust, or other objectionable conditions which affect a considerable portion of the City.
- “D” Any use permitted in a B-2 district.
- “E” Slaughter house; stockyard; bag cleaning; central mixing plant for cement, mortar, plaster, or paving material curing; tanning or storage of hides; distillation of bones, coal, tar, or woods; fat rendering; forge plant; manufacture of acetylene, acid, alcohol, ammonia, bleaching powder, brick, pottery, terra cotta or tile, concrete blocks, candles, disinfectants, dyestuffs, fertilizers, illuminating or heating gas including storage, paint, turpentine, varnish, soap, and tar products; wool pulling or scouring; junk yards; cotton waste reclaiming; and auto salvage yards.

No part of any sign shall be closer to the street property lines than 10 ft. and shall not exceed 45 ft. in height.

NOTE: Buildings housing clubs, lounges, taverns, dance halls, musical entertainment facilities and other similar places of assembly, which serve alcoholic beverages on premise (excluding restaurants) as defined in Chapter 3, Section 3-1 of the Code of Ordinances of the City of Montgomery, Alabama, the minimum setback for structures shall be 250 ft. from any residential district boundary or planned unit development residential boundary (based on approved master plan). The distance for setback shall be measured from the closest door of the building, or closest door of a tenant space in a multi-tenant building, to any residential or PUD residential district line. Facilities operating prior to the adoption of this ordinance shall be considered legal non-conforming. (Applies to M-1 and M-3 Districts only).

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

There being no further business to come before the Council, the meeting duly adjourned at 5:30 p.m.

BRENDA GALE BLALOCK, CITY CLERK

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