

**REGULAR MEETING
COUNCIL OF THE CITY OF MONTGOMERY
JUNE 6, 2017 – 5:00 P.M.**

The Council met in regular session on Tuesday, June 6, 2017, at 5:00 p.m., in the Council Auditorium, City Hall, with the following members present:

PRESENT:	BOLLINGER, LYONS, LARKIN, BELL, LEE, JINRIGHT	--6
ABSENT:	BURKETTE, GREEN, PRUITT	--3

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

Councillor Bell made a motion to adopt the May 16, 2017, Work Session Minutes, as circulated, which motion carried with the following vote:

AYES:	LYONS, LARKIN, BELL, LEE, JINRIGHT	--5
NAYS:	NONE	--0
ABSTAINED:	BOLLINGER	--1
ABSENT:	BURKETTE, GREEN, PRUITT	--3

Councillor Lee made a motion to adopt the May 16, 2017, Regular Council Minutes, as circulated, which motion carried with the following vote:

AYES:	LYONS, LARKIN, BELL, LEE, JINRIGHT	--5
NAYS:	NONE	--0
ABSTAINED:	BOLLINGER	--1
ABSENT:	BURKETTE, GREEN, PRUITT	--3

Councillor Pruitt entered the Council Auditorium at 5:28 p.m.

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

ORDINANCE NO. _____

WHEREAS, the City Council has determined a need within the City of Montgomery to limit and restrict the outdoor storage, parking or unreasonable accumulation of trash, junk, garbage, partially dismantled or nonoperating motor vehicles, and the accumulation of new or used parts thereof upon premises within the city; and

WHEREAS, a junked vehicle that is located in a place where it is visible from a public place or public right-of-way is detrimental to the safety and welfare of the general public, tends to reduce the value of private property, invites vandalism, creates fire hazards and constitutes an attractive nuisance creating a hazard to the health and safety of minors and is detrimental to the economic welfare of the city;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Chapter 12, Sections 12-31 and 12-37 of the Code of Ordinances for the City of Montgomery, Alabama are hereby amended to read as follows:

SECTION I: Section 12-31 – Definitions be and is hereby amended to read as follows:

Sec. 12-31. – Definitions.

For the purposes of this article, the following terms are defined as hereinafter set forth, to wit:

Foul water means water that has an offensive odor, is visibly filled with algae or is polluted with oil or other pollutants.

Front yard means the yard extending across the entire width of the lot between the main building, including covered porches, and the front lot line; or if an official future street right-of-way line has been established, between the main building including covered porches and the right-of-way line. On corner lots, the narrower side shall be considered the front regardless of the location of the main entrance of the dwelling. Where both frontages of the lot are equal, the front yard shall be considered the side on which the majority of the lots front in the block.

Graffiti means any unauthorized inscription, word, figure, painting or other defacement that is written, marked, etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of public or private property by any graffiti implement, to the extent that the graffiti was not authorized in advance by the owner or occupant of the property, or, despite advance authorization, is otherwise deemed a public nuisance by the city council.

Graffiti implement means an aerosol paint container, a broad-tipped marker, gum label, paint stick or graffiti stick, etching equipment, brush or any other device capable of scarring or leaving a visible mark or sign on any natural or manmade surface.

Junk means any metals, machinery, plumbing fixtures, vehicle part(s) (including, but not limited to mechanical parts, auto body parts, engine parts, mufflers, bumpers, truck caps and shells, truck storage boxes, box truck cargo areas, and trailer boxes), boat part(s), trailer part(s), mechanical part(s), rubber tire(s), appliance(s), furniture, machinery, equipment, building material, wire, cable, bearings, valves, pipes, pipe fittings, wood, or other items which are either in a wholly or partially rusted, wrecked, disabled, discarded, dismantled, or inoperative condition.

Improved subdivision means a division of a tract of land or acreage into tracts or parcels, and the improvement thereof by construction of streets, water lines and, where applicable, sewer lines to serve the subdivided property.

Litter means all uncontainerized man-made waste materials including, but not limited to, paper, plastic, garbage, bottles, cans, glass, crockery, scrap metal, construction materials, rubbish, disposable packages or containers.

Nonconforming vehicle means any vehicle or trailer (including, but not limited to, cars, trucks, boats, motorcycles, and recreational vehicles) that is inoperable in that one or more of its major mechanical components including (but not limited to) engine, transmission, driver (sic) train, or wheels is/are missing or not functional. A nonconforming vehicle shall also include an automobile or motorcycle that may not be legally operated on a public street due to the absence of a current license tag, unless such vehicle is on real property owned by (or leased by) and in the control of an automobile dealer who is properly licensed to sell new and/or used vehicles at said property or is otherwise exempted by law from having a current tag.

Mud means a slimy, sticky mixture of soft, wet earth, or sand, or dirt.

Overgrown grass or weeds exist if any of the following conditions are met:

- (1) The grass or weeds provide breeding grounds and shelter for rats, mice, snakes, mosquitoes, and other vermin, insects and pests;
- (2) The grass or weeds attain such heights and dryness so as to constitute serious fire threat or hazard;
- (3) The grass or weeds bear wingy or downy seeds, when mature, that cause the spread of weeds, and when breathed, irritation to the throat, lungs and eyes of the public;
- (4) The grass or weeds are capable of hiding debris, such as broken glass or metal, which could inflict injury on any person going upon the property;
- (5) The grass or weeds are unsightly; or
- (6) If not grown as ornamental plant growth, the grass or weeds exceed 12 inches in height.

Regular/preventative maintenance means those activities and services which are regularly performed to keep a motor vehicle in good running order including, but not limited to, the changing of oil, filters, belts, tires or spark plugs.

Trash means all organic material, including but not limited to, tree limbs, tree trunks, wood, building material, dead shrubbery. Included are grass clippings and leaves, except when prepared as and contained in a compost bin.

SECTION II. Section 12-37 – Litter, trash and junk is hereby amended to read as follows:

Sec. 12-37 – Duty to keep property clear and free from litter, trash, junk and nonconforming vehicles.

- (a) Residential and other noncommercial properties.** Any owner, lessee, and/or person in control of any property used for residential or noncommercial purposes shall keep any and all portions of such property that are not located inside any fully enclosed and roofed structure clear and free from junk and non-conforming vehicles. This duty shall extend to all sidewalks, driveways, alleyways, and rights-of-way lying adjacent to said property.
- (b) Commercial properties.** Any owner, proprietor, and/or person in control of any property used for commercial purposes shall keep and maintain any and all non-screened portions of the property on which the business is conducted clear and free from junk and nonconforming vehicles.
- (c) [Nonscreened portions.]** As used in subsection (b), the phrase “nonscreened portions” shall refer to those portions of the property that are not located inside (i) a fully enclosed structure, (ii) a nontransparent vertical wall or fence, and/or (iii) natural objects/plantings, any and all of which are of a minimum height of eight feet and in good, neat, and orderly condition and repair, such that the interior contents are completely shielded from the ground level view of adjacent public or private property, including any public right of way.
- (d) [Property on which the business is conducted.]** As used in subsection (b), the phrase “the property on which the business is conducted” shall include, but is not limited to, all parking lots, and loading/unloading areas that are owned, leased or utilized by the business. This duty shall also extend to all sidewalks, parking lots, driveways, alleyways, and rights-of-way lying adjacent to said property.
- (e) [Exceptions.]** There is no violation of this section where:

 - (1)** The condition relates to the placement of junk (that would otherwise constitute a violation of this section) on the property for collection in a manner that adheres to all applicable requirements of Chapter 25, Sections 25-35 and 25-36 (Solid Waste and Trash Disposal) of this Code;
 - (2)** With respect to property used for commercial purposes, the condition relates to materials, goods, and/or supplies (not including vehicle(s), trailer(s), or vehicle and/or trailer part(s)) that are normally stored, displayed, or kept outside on the premises of duly licensed building supply companies, lumberyards, plumbing supply companies, nurseries, and similar commercial establishments, so long as the materials, goods, and/or supplies (i) are not wholly or partially rusted, wrecked, ruined for their intended purpose, dismantled, disabled, or inoperative, and (ii) are stored in such a manner so as to prevent overgrowth with grass and/or weeds and the harboring of rats, mice, insects, reptiles, or other vermin; or so as to prevent any health, fire or safety hazard;
 - (3)** With respect to property used for commercial purposes, agricultural equipment, industrial equipment, and/or lawn and garden equipment that are displayed for sale on the premises of establishments that are duly licensed for the sales of such items, so long as they are stored in such a manner so as to prevent overgrowth with grass and/or weeds and the harboring of rats, mice, insects, reptiles, or other vermin; or so as to prevent any health, fire or safety hazard;
 - (4)** With respect to any property on which a properly lawfully licensed vehicle repair business is operating, the condition relates to a particular vehicle(s), trailer(s), vehicle part(s), and/or trailer part(s) that is in violation of subsection (b) on no more than three consecutive days;

- (5) The condition relates to building materials located on a premises where a valid permit is in existence for construction or repairs;
 - (6) The condition relates to a storage place or depository lawfully maintained by duly constituted law-enforcement officers; or
 - (7) The condition relates to the operations of a public utility.
- (f) Enforcement of this section shall begin February 1, 2017. Failure to comply with screening requirements on commercial property may result in the suspension or revocation of the business license as well as abatement of any nuisance.

Councillor Lyons withdrew this item.

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

ORDINANCE NO. 53-2017

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

SECTION 1. That the Zoning Ordinance of Montgomery, Alabama, adopted September 17, 1963, be amended by removing the following described property from an AGR-1 (Residential Agriculture) Zoning District to an M-1 (Light Industrial) Zoning District.

Commence at the southwest corner of Section 18, T15N, R18E, Montgomery County, Alabama; thence run along the south line of said Section 18, N88°39'E, 800 ft. to the point of beginning; thence from said point of beginning run N03°54'W, 44 ft.; thence run N79°07'E, 193 ft.; thence run S06°49'E, 378.4 ft.; thence run N86°20'E, 55 ft. to the westerly right-of-way of Norman Bridge Road; thence run along said westerly right-of-way, along a curve concave westerly the chord of which bears, S07°49'E, 103 ft.; thence continue along said westerly right-of-way S01°36'E, 325 ft.; thence leaving said westerly right-of-way run S86°19'W, 260 ft.; thence run N03°54'W, 738 ft. to the point of beginning. Said described parcel lies in Sections 18 and 19, both in T15N, R18E, Montgomery County, Alabama and contains 4.3 acres, 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. No one was present in support of this item. No one was present in opposition of this item.

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

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

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

ORDINANCE NO. 54-2017

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

SECTION 1. That the Zoning Ordinance of Montgomery, Alabama, adopted September 17, 1963, be amended by removing the following described property from an AGR-1 (Residential Agriculture) Zoning District to an M-1 (Light Industrial) Zoning District.

Commence at a point lying at the southwest corner of the SW ¼ of the NW ¼ of Section 15, T15N, R17E, Montgomery County, Alabama; thence run S04°35'44"E, 60.01 ft. to a set 5/8 in. rebar GMC Cap No. CA00156, said point being the point of beginning; thence run N86°23'05"E, 1,010.75 ft. to a set 5/8 in. rebar GMC Cap No. CA00156; thence S69°45'54"E, 77.81 ft. to a set 5/8 in. rebar GMC Cap No. CA00156, lying on the west right-of-way of U. S. Highway 31 (ROW varies); thence run along said west right-of-way S20°14'06"W, 408.77 ft. to a set 5/8 in. rebar GMC Cap No. CA00156; thence leaving said west right-of-way run N69°45'54"W, 260.49 ft. to a set 5/8 in. GMC Cap No. CA00156; thence run S86°23'05"W, 673.25 ft. to a set 5/8 in. rebar GMC Cap No. CA00156; thence run N04°35'44"W, 300.04 ft. to the point of beginning. Said described property lying and being situated in the SW ¼ of Section 15 T15N, R17E, Montgomery County, Alabama and contains 7.386 acres more or less. Said property being subject to a 30 ft. sanitary sewer easement along its east property line for future sanitary sewer main.

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. No one was present in support of this item. No one was present in opposition of this item.

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

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

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

ORDINANCE NO. 55-2017

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-0 (Office Complex) Zoning District to PUD (Planned Unit Development) Zoning District.

Lots 4-17 and the Maintenance Parcel, as depicted on Park Place Center Plat No. 4, as recorded in the Office of the Judge of Probate, Montgomery County, Alabama, in Plat Book 51, Page 30. Together with: Begin at an iron pin found at the northeast corner of the Maintenance Parcel of said plat; thence run along the north boundary line of said plat S88°18'33"W, a distance of 147.31 ft.; thence run N12°23'36"E, a distance of 141.86 ft. to an iron pin; thence run N00°54'49"E, a distance of 64.76 ft. to an iron pin; thence run N88°03'36"E, a distance of 123.99 ft. to an iron pin; thence run S33°36'54"E, a distance of 139.01 ft. to an iron pin; thence run S00°28'21"W, a distance of 85.23 ft. to an iron pin; thence run S88°36'43"W, a distance of 84.44 ft. to the point of beginning. Together with: Lot 2, as depicted on Park Place Center Plat No. 2, as recorded in the Office of the Judge of Probate, Montgomery County, Alabama, in Plat Book 46, Page 176. Said parcels of land are lying and being situated in the northeast quarter of Section 22, T16N, R19E, Montgomery County, Alabama and contains 15.18 acres, 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. No one was present in support of this item. No one was present in opposition of this item.

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

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

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

ORDINANCE NO. 56-2017

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 a B-4 (Commercial) Zoning District to a B-2 (Commercial) Zoning District.

Parcel "E" according to the Map of McGehee's Subdivision No. 2 of Cornell's Place as recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 23, at Page 241, and being more particularly described as follows: To reach the point of beginning start at the northeast corner of Section 33, T16N, R18E, and run S89°45'W, 2,048.34 ft. to a point on the east right-of-way of Fisk Road; thence S31°34'W, 423.61 ft. along the east right-of-way of Fisk Road; thence N89°45'E, 17.65 ft. to the point of beginning, said point being on the new east right-of-way of Fisk Road; thence continue along the new east right-of-way of said Fisk Road S31°34'W, 418.14 ft.; thence S17°41'E, 412.39 ft. to a point on the north right-of-way of Southern Boulevard; thence along said north right-of-way of South Boulevard S84°55'E, 229.86 ft.; thence continuing along said right-of-way N88°48'E 78.24 ft. to a point of curvature (concave southerly); thence continue along the curve on said right-of-way, the chord being N89°09'E, 574.12 ft.; thence N00°38'W, 763.16 ft.; thence S89°45'W, 779.11 ft. to the point of beginning. The said described property lying in the NE ¼ of Section 33, T16N, R18E, Montgomery County, Alabama and contains 16.09 acres 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. No one was present in support of this item. Mr. James Garner; Ms. Phyllis Harvey-Hall, and Ms. Murdock were present in opposition of this item.

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

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

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

ORDINANCE NO. 57-2017

GRANTING TO CONSTRUCT, INSTALL, AND MAINTAIN A SECURITY AND CANOPY STRUCTURE OVER A PORTION OF THE RIGHT-OF-WAY OF EAGLE DRIVE

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

1. That a license containing the hereinafter prescribed terms and conditions be, and the same hereby is, granted unto Faulkner University and their successors and assigns in the ownership of the parcel hereinafter described to allow construction, installation, maintenance, and use of the following:

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

COMMENCE AT A FOUND 1" CRIMP TOP IRON PIN LYING AT THE INTERSECTION OF THE SOUTHEAST CORNER OF PARCEL 1, ACCORDING TO THE PLAT OF FAULKNER UNIVERSITY PLAT NO. 1, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MONTGOMERY COUNTY, ALABAMA, IN PLAT BOOK 40 AT PAGE 143, WITH THE NORTH RIGHT OF WAY OF ATLANTA HIGHWAY (200' ROW); THENCE RUN ALONG THE SOUTH LINE OF SAID PARCEL 1 AND THE NORTH RIGHT OF WAY OF ATLANTA HIGHWAY, S 89°05'55" W, 241.43 FEET TO A POINT OF INTERSECTION OF SAID RIGHT OF WAY WITH THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE LEAVE SAID RIGHT OF WAY AND RUN ALONG SAID WEST LINE, N 00°54'05" W, 58.09 FEET TO A POINT; THENCE RUN N 90°00'00" W, 13.19 FEET TO THE POINT OF BEGINNING; THE FROM SAID POINT OF BEGINNING, RUN N 90°00'00" W, 109.67 FEET TO A POINT; THENCE RUN N 00°00'00" E, 36.00 FEET TO A POINT; THENCE RUN N 90°00'00" E, 109.67 FEET TO A POINT; THENCE RUN S 00°00'00" E, 36.00 FEET TO THE POINT OF BEGINNING. SAID DESCRIBED PROPERTY LYING AND BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 12, T-16-N, R-18-E, MONTGOMERY COUNTY, ALABAMA, AND CONTAINS 3948 SQUARE FEET, MORE OR LESS.

- 2. By accepting this permit, the aforesaid Faulkner University and its successors and assigns (hereinafter collectively referred to as "Licensee"), in interest in the above described parcel, does assume and agree to be bound by the several duties and obligations imposed upon them by the following terms and conditions of this License, namely:**
 - a. The City authorizes and permits the Licensee to construct, operate and maintain a security and canopy structure within the right-of-way previously described in accordance with, and subject to the terms of this License.**
 - b. Upon allowing construction of said security and canopy structure, no liability will attach to the City of Montgomery from its existence, use or maintenance, and the Licensee has agreed to indemnify and hold harmless the City of Montgomery from any and all liability arising from the construction, maintenance or use of said security and canopy structure.**
 - c. The above described security and canopy structure will be allowed to remain upon the written approval by the City Building Inspector and the City Engineer.**
 - d. No other construction of any type will be built under the terms of this License.**
 - e. The City of Montgomery shall have authority to enter upon said right-of-way for the maintenance and repair of its facilities located therein.**
 - f. Licensee is to remove said security and canopy structure any time upon 30 days written notice from the City and agrees to remove said security and canopy structure at no expense to the City should notice be given, and in the absence of the Licensee's compliance with such request to remove said security and canopy structure, the City is hereby authorized to remove said security and canopy structure at the expense of the Licensee.**
 - g. Should the City determine that it is necessary to enlarge or reconstruct or improve the street or any facility located in said rights-of-way, the City shall be held harmless should such enlargement, reconstruction, or improvement damage or injure any physical property, including the security and canopy structure.**

h. This License shall expire at the end of ten (10) years.

3. That the Mayor and the City Clerk be, and are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Montgomery, Alabama the “License Agreement” containing the above terms.

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

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

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

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

ORDINANCE NO. 58-2017

AN ORDINANCE AUTHORIZING PURCHASE/SALE AGREEMENT AND SALE OF REAL ESTATE LOCATED ON A PORTION OF 1920 SOUTH COURT STREET TO HOLT STREET MEMORIAL BAPTIST CHURCH

WHEREAS, the City of Montgomery, Alabama (“City”) owns certain real property located 1920 South Court Street, a portion of which is more particularly identified in Exhibit “A” attached hereto (“Property”); and

WHEREAS, this portion of 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 Holt Street Memorial Baptist Church, for the investment in the Property along Court Street; and

WHEREAS, it is advantageous and in the public interest of the City to boost investment, including without limitation the redevelopment of the Court Street and West Fairview Avenue Area, including this Property, for the purpose of promoting community development and private investment in the City; and

WHEREAS, Holt Street Memorial Baptist Church, is the owner of the adjacent property at 1870 South Court Street. Holt Street Memorial Baptist Church seeks acquisition of the Property for purposes of expanding its parking to better serve its visitors; and

WHEREAS, the City of Montgomery and Holt Street Memorial Baptist Church, have negotiated a Purchase/Sale Agreement, attached as Exhibit “B”, subject to approval by the City Council, wherein the City agrees to sell to Holt Street Memorial Baptist Church, the Property identified in Exhibit “A”, for a total Purchase Price of \$5,312, consisting of base earnest money deposited in the amount of \$500, with the balance in cash at closing; and

WHEREAS, said sale and conveyance are conditioned upon Holt Street Memorial Baptist Church taking all required and appropriate steps necessary to secure approvals for and to build out the Property for parking.

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

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

(2) The City hereby grants to the Mayor the authority to negotiate, enter into and execute the Purchase/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 execute Statutory Warranty Deed 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**

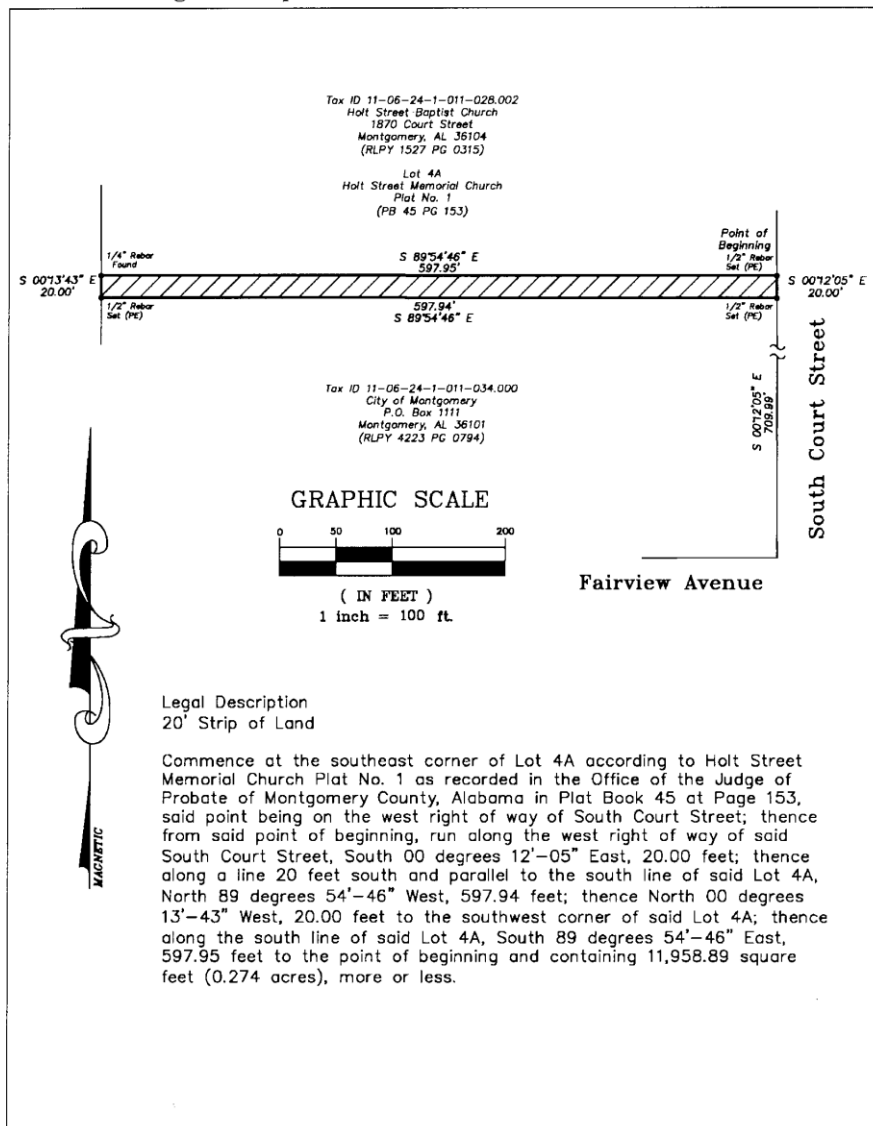
And to execute any and all other documents and instruments pertaining thereto.

EXHIBIT A

Property Identification

Property: Northernmost strip of 1920 S. Court Street, Montgomery, Alabama
Parcel Number: 11 06 24 1 011 034.000

Location and Legal Description:



STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)

Exhibit "B"

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 Holt Street Memorial Baptist Church (hereinafter referred to as "Buyer");

1. PURCHASE AND SALE.

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

That certain 20' strip of land identified in Exhibit A, described as follows:

Commence at the southeast corner of Lot 4A according to Holt Street Memorial Church Plat No. 1 as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 45 at Page 153, said point being on the west right of way of South Court Street; thence from said point of beginning, run along the west right of way of said South Court Street, South 00 degrees 12'-05" East, 20.00 feet; thence along a line 20 feet south and parallel to the south line of said Lot 4A, North 89 degrees 54'-46" West, 597.94 feet; thence North 00 degrees 13'-43" West, 20.00 feet to the southwest corner of said Lot 4A; thence along the south line of said Lot 4A, South 89 degrees 54'-46" East, 597.95 feet to the point of beginning and containing 11,958.89 square feet (0.274 acres), more or less.

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

2. PURCHASE PRICE.

2.1 The purchase price of the Property (the "Purchase Price") shall be \$5,313 (Five Thousand Three Hundred Thirteen Dollars and no/100). The Purchase Price shall be payable by Buyer as follows:

(a) The sum of Five Hundred and No/100 Dollars (\$500.00), as Earnest Money (the "Earnest Money"), to be deposited by Buyer with Ball, Ball, Matthews & Novak, PA, as escrow agent (the "Escrow Agent"), within three (3) business days after Buyer's electronic receipt of a fully executed copy of this Agreement.

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

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

2.2 The Purchase Price has been determined and calculated at a reduced rate as a stimulus to development. As part of the consideration of the sale at such reduced purchase price, Buyer covenants and agrees to complete the construction/development of parking on the Property within one (1) year of closing on the Property. Buyer will work diligently to use and adapt the strip of land in order to augment Buyer's current on-site parking. Buyer agrees to comply with applicable land use ordinances, regulations, approvals; specifically Buyer understands it will need to apply for a Special Exception for Church Use on this property, which may include the need to submit a site plan for review showing the new overall parking layout, a secured Property boundary, and landscaping, etc. In the event of a failure to fulfill this covenant, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the Property to the Seller, shall be available to the Seller. In the event Seller elects for the Property to revert to it, upon thirty (30) days written notice to Buyer, title to the Property together with any improvements shall automatically revert to the Seller and Buyer shall execute and deliver a statutory warranty deed re-conveying property to Seller. Upon reversion, Seller shall return and pay over to Buyer the Purchase Price, whereupon Buyer shall have no other recourse against Seller. No failure on the part of the Seller to enforce

any covenant herein, nor the waiver of any right hereunder by the Seller, shall discharge or invalidate such covenant or any other covenant, condition or restriction hereof, or affect the right of Seller to enforce the same in event of subsequent breach. THE PROVISIONS OF THIS PARAGRAPH 2.2 SHALL SURVIVE THE CLOSING.

3. INSPECTION PERIOD and RIGHT OF ENTRY:

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

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

3.3 Upon execution of this Agreement, Buyer, its agents, employees and all other persons authorized by it, or any of them, are permitted to enter upon the Property and to obtain and perform such tests, studies and maps as Buyer may deem necessary or advisable including, but not limited to, percolation, soil, hazardous waste, environmental, engineering, and geological tests and studies. Prior to closing, Buyer

may obtain a current survey of the Property prepared by a surveyor acceptable to Buyer, and Buyer, and its respective agents, employees and contractors, shall have the right to enter upon the Property for such purpose. Any drilling and coring holes shall be filled upon completion of testing. All investigation -derived waste, including without limitation drilling waste, ground water and cuttings, shall be promptly handled, characterized and disposed of properly and in accordance with all local, State and Federal requirements.

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

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

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

7. TITLE. Upon approval by the Montgomery City Council, Seller shall, at its expense, provide Buyer with an updated abstract of title (the "Abstract") pertaining to the Property. During the Inspection Period, Buyer may, at its expense, obtain a commitment (the "Title Commitment") from a title insurance company designated by Buyer (the "Title Company"), acting through its local agent for the issuance of an owner's marketable fee simple title insurance policy (the "Title Policy") on the Property in the amount of the Purchase Price. Seller shall, at its expense, deliver a Statutory Warranty Deed for the

Property (the "Deed") to Buyer's attorney in the generally accepted form. Buyer shall have until the expiration of the Inspection Period to review the Title Commitment (if any), the Abstract, the Survey and the Deed to notify Seller of such written objections as Buyer may have to matters set forth therein which affect the feasibility of Buyer's contemplated purchase of the Property. Any matters reflected in the Deed, Survey, the Abstract or the Title Commitment to which Buyer does not timely object (the "Permitted Exceptions") shall be deemed acceptable to Buyer. The premiums for the Title Policy shall be paid at the Closing by Buyer. In the event any such objections are made by Buyer, Seller shall have a period of 30 (thirty) days (or longer if extended in writing by Buyer) from the receipt of the same in order to cure such objections. Failure to cure the objections to Buyer's satisfaction shall give Buyer the right to:

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

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

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

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

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

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

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

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

provided such environmental studies are performed during the Inspection Period. Buyer, its agents and representatives, are hereby authorized to perform any and all studies, tests and inquiries as it may deem appropriate or necessary in furtherance of the foregoing, including entering upon the Property, as provided in Paragraph 4 herein, and performing tests and studies thereon. Seller agrees that Buyer may make inquiry of pertinent governmental and administrative bodies and agencies concerning environmental violations or citations regarding the Property. Seller has informed Buyer that the Property is in the vicinity of the Capital City Plume, which may or may not impair the Property, a matter to be determined by the Buyer. Seller hereby represents, to its actual knowledge, that otherwise the Property contains no hazardous substances, wastes, or materials which representations Buyer is entitled to and does rely on. THIS REPRESENTATION SHALL SURVIVE THE CLOSING. In the event Seller is notified by EPA, ADEM, or other similar agency with regard to the Property, Seller agrees to immediately notify Buyer regarding such notice.

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

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

11. Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as, or concerning, and Buyer hereby waives and releases any claim or cause of action, past, present or future as to or concerning, the nature or condition of the Property including, but not limited to (i) the water, soil, environmental and geological condition, and the suitability thereof and any improvements now or hereafter to be located thereon for any and all activities and uses, (ii) except for any title warranty under the deed to be delivered by Seller to Buyer at the closing, the nature, quality, extent or assignability of Seller's title or any right-of-way,

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

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

Seller:
City of Montgomery
c/o P.L. McLeod
P.O. Box 1111
Montgomery, AL 36101-1111
O: (334) 625-2737
Email: mmcleod@montgomeryal.gov

Buyer:
Holt Street Memorial Baptist Church
c/o Rev. Willie D. McClung
1870 South Court Street
Montgomery, AL 36104
O: (334) 263-0522
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.

13. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[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 _____ 2017.

SELLER: CITY OF MONTGOMERY

By: Todd Strange
Its: Mayor

WITNESS:

BUYER:

By: *W.D. McClung* Pastor
Its: Rev. Willie D. McClung, Ph.D.
Senior Pastor

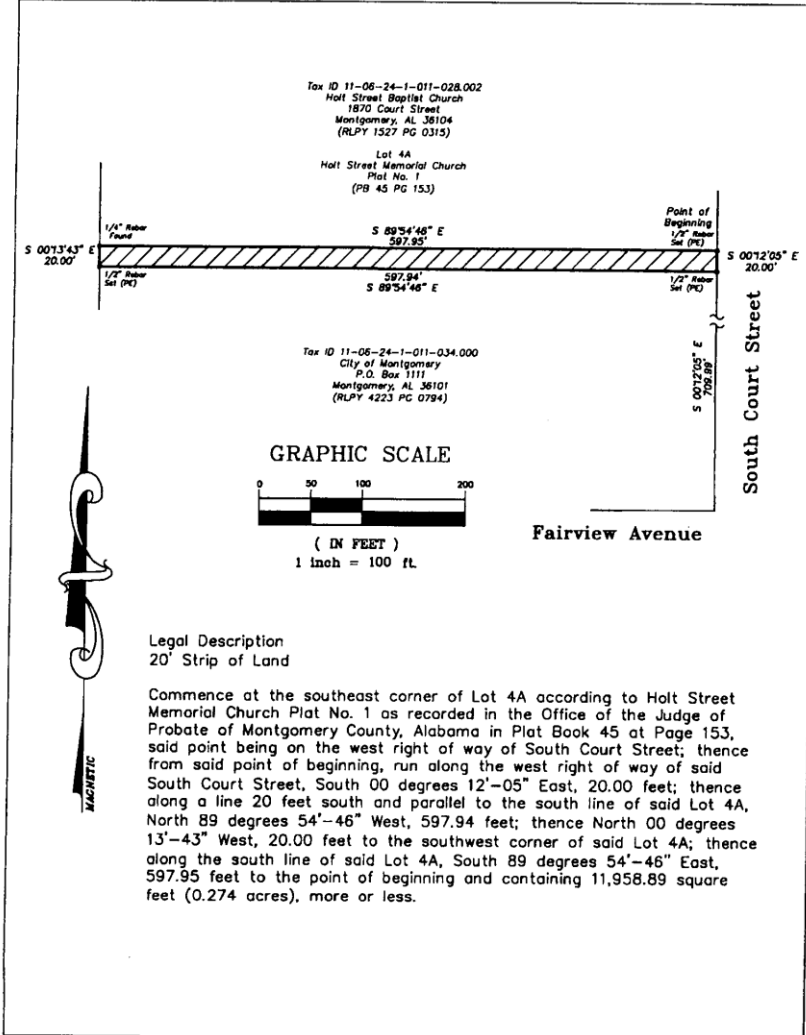
WITNESSES:

Bonnie Stewart 5-24-17

EXHIBIT A

Property Identification

Property: Northernmost strip of 1920 S. Court Street, Montgomery, AL
 Parcel Number: Portion of 11 06 24 1 011 034.000
 Location & Legal Description:



Mr. Mac McLeod, Director of Department of 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:	BOLLINGER, LYONS, LARKIN, BELL, LEE, PRUITT, JINRIGHT	--7
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	BURKETTE, GREEN	--2

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

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

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

RESOLUTION NO. 109-2017

WHEREAS, the State of Alabama, through the Alabama Department of Community and Economic Affairs, is requesting proposals for Edward Byrne Memorial JAG Program grants, for which the City of Montgomery seeks to make application for a project grant, and

WHEREAS, the City of Montgomery is of the opinion it would be beneficial to make application for such assistance in the amount of \$130,869.98, with no required match, to support expanding A Cut Above the Rest Training Facility’s capacity for work force training and job placement of hard-to-employ persons;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA that Mayor Strange in his official capacity, be authorized to make application to the Alabama Department of Community and Economic Affairs for said financial assistance, and, if awarded, be authorized to execute the grant.

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

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

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

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

RESOLUTION NO. _____

WHEREAS, D and L Enterprises Inc., d/b/a Larry’s Trading, 5615 Old Selma Road, has filed an application for a Lounge Retail Liquor – Class II (Package) License, as indicated on the application form of the State of Alabama Alcoholic Beverage Control Board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, D and L Enterprises Inc., d/b/a Larry’s Trading, 5615 Old Selma Road, be and is hereby approved for a Lounge Retail Liquor – Class II (Package) License, and concurrence in the issuance of the license by the State of Alabama Alcoholic Beverage Control Board.

Mr. Larry Green was present representing this item. Mr. Burt Pitts; Ms. Delores Cook; and Pastor Cliff Cobb were present in opposition of this item.

Councillor Lee relayed the information to the Council that Councillor Burkette stated he is against approval of this item.

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

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

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

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

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

RESOLUTION NO. 110-2017

WHEREAS, El Campesino LLC, d/b/a Restaurante El Campesino, 1550 Mount Meigs Road, has filed an application for a Retail Beer (On or Off Premises) 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, El Campesino LLC, d/b/a Restaurante El Campesino, 1550 Mount Meigs Road, be and is hereby approved for a Retail Beer (On or Off Premises) License, and concurrence in the issuance of the license by the State of Alabama Alcoholic Beverage Control Board.

Mr. Jose Hortez was present representing this item. No one was present in opposition of 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:	BOLLINGER, LYONS, LARKIN, BELL, LEE, PRUITT, JINRIGHT	--7
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	BURKETTE, GREEN	--2

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

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

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

RESOLUTION NO. 111-2017

WHEREAS, Downtown Q LLC, d/b/a Dreamland BBQ, 12 West Jefferson Street, Suite C, has filed an application for a Restaurant Retail Liquor License, as indicated on the application form of the State of Alabama Alcoholic Beverage Control Board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, Downtown Q LLC, d/b/a Dreamland BBQ, 12 West Jefferson Street, Suite C, be and is hereby approved for a Restaurant Retail Liquor License, and concurrence in the issuance of the license by the State of Alabama Alcoholic Beverage Control Board.

Ms. Lori Wright was present representing this item. No one was present in opposition of 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:	BOLLINGER, LYONS, LARKIN, BELL, LEE, PRUITT, JINRIGHT	--7
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	BURKETTE, GREEN	--2

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

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

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

RESOLUTION NO. 112-2017

WHEREAS, Biscuits Baseball LLC, d/b/a Montgomery Biscuits, 200 Coosa Street, has filed an application for a Special Retail – More Than 30 Days Liquor License, as indicated on the application form of the State of Alabama Alcoholic Beverage Control Board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, Biscuits Baseball LLC, d/b/a Montgomery Biscuits, 200 Coosa Street, be and is hereby approved for a Special Retail – More Than 30 Days Liquor License, and concurrence in the issuance of the license by the State of Alabama Alcoholic Beverage Control Board.

Mr. Brendon Porter was present representing this item. No one was present in support of this item. No one was present in opposition of 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:	BOLLINGER, LYONS, LARKIN, BELL, LEE, PRUITT, JINRIGHT	--7
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	BURKETTE, GREEN	--2

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

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

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

RESOLUTION NO. 113-2017

WHEREAS, pursuant to Ordinance No. 28-2004, Council will submit a name to the Mayor for consideration of nomination to the Montgomery Historic Preservation Commission; and

WHEREAS, Councillor Bell has submitted the name of James Long to Mayor Strange for consideration; and

WHEREAS, Mayor Strange has nominated James Long to serve on the Montgomery Historic Preservation Commission:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that James Long be and is hereby appointed to serve on the Montgomery Historic Preservation Commission for an unexpired term, with term ending December 31, 2017.

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

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

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

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

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

RESOLUTION NO. 114-2017

WHEREAS, pursuant to Ordinance No. 28-2004, Council will submit a name to the Mayor for consideration of nomination to the Montgomery Historic Preservation Commission; and

WHEREAS, Councillor Lee has submitted the name of Brian Mann to Mayor Strange for consideration to replace Tiwania Brown; and

WHEREAS, Mayor Strange has nominated Brian Mann to serve on the Montgomery Historic Preservation Commission:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Brian Mann be and is hereby appointed to serve on the Montgomery Historic Preservation Commission for an unexpired term, with term ending December 31, 2019.

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

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

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

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

The Clerk stated this was the time and place to hear and consider the proposed authorization of demolition of an unsafe structure at 4218 Hartford Street.

Councillor Larkin made a motion to authorize the demolition of an unsafe structure at 4218 Hartford Street, which motion carried with the following vote:

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

The Clerk stated this was the time and place to hear and consider the proposed authorization of demolition of an unsafe structure at 4301 Hartford Street.

Councillor Larkin made a motion to authorize the demolition of an unsafe structure at 4301 Hartford Street, which motion carried with the following vote:

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

The Clerk stated this was the time and place to hear and consider the proposed authorization of demolition of an unsafe structure at 1606 Hill Street.

It was the consensus of the Council to carry this item over to the August 1, 2017, Regular Council Meeting.

The Clerk stated this was the time and place to hear and consider the proposed authorization of demolition of an unsafe structure at 2158 Stella Street.

Councillor Larkin made a motion to authorize the demolition of an unsafe structure at 2158 Stella Street, which motion carried with the following vote:

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

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

RESOLUTION NO. 115-2017

WHEREAS, pursuant to the provisions of Ordinance No. 34-2009, certain contractors, companies, enterprises or individuals are to be designated Registered Nuisance Abatement

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

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

Martin Pinkston
MCP Contracting
769 Pin Mar Lane
Pike Road, AL 36064
334-301-1952
Business License No. 201713674

Anthony Waters
Pumpkins Cleaning Services
5239 Greensboro Drive
Montgomery, AL 36108
Cell: 334-587-0309
Business License No. 201710462

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

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

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

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

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

RESOLUTION NO. 116-2017

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.

DEMOLITION COST RESOLUTION
6/6/2017

1	STATE OF ALABAMA MONTGOMERY AL 36130	Housing Code 0 C00031696	Property: 4409 BOSWELL RD Parcel: 05 09 30 3 000 008.000 Size: 50 X 365 IRR
Location/Remarks: N/E CORNER OF BOSWELL RD AND FULLER RD Assessed description: COM INT N LINE SW1/4 SEC 30 T17N R19E & E ROW FULLER RD TH E 175 TO POB TH E 120 TH S 255 TH W 365 TH NLY 50 TH E 175 TH NELY 200 TO POB			
Authorized by Council on 6/6/2017		Contractor Charge: \$3,471.75	Balance: \$3,471.75
2	PARKS TOM JR 3129 BALDWIN BROOK DR MONTGOMERY AL 36116-0000	Housing Code 0 C00034034	Property: 2434 CARLISLE ST Parcel: 11 06 14 1 019 022.000 Size: 36X140
Location/Remarks: NORTHSIDE & 3 WEST OF HUGH Assessed description: Platname SUB 10 PEACOCK TRACT Lot 29 Block 0			
Authorized by Council on 2/7/2017		Contractor Charge: \$2,100.00	Balance: \$2,100.00
3	STATE OF ALABAMA C/O SHELLEY TICE P.O. BOX 327210 MONTGOMERY AL 36130	Housing Code 0 C00031780	Property: 60 EAST PATTON AVE Parcel: 10 09 30 3 005 003.000 Size: 83 X 145 IRR
Location/Remarks: S/S, 6 E COURT ST Assessed description: Platname CLOVERLAND SEC 1 Lot 6 Block A			
Authorized by Council on 4/4/2017		Contractor Charge: \$3,500.00	Balance: \$3,500.00
4	WILLIAMS LINDSEY & KEITHA 7703 CASTLE ROCK DR CLINTON MD 20735-0000	Housing Code 0 C00043439	Property: 545 SOUTH JACKSON ST Parcel: 10 04 18 1 021 015.000 Size: 30 X 100
Location/Remarks: E/S, 3 N OF HUTCHINSON Assessed description: LOT 30X100FT ON E SIDE JACKSON ST BEG 60FT N HUTCHINSON ST BEING RED 11 ROSENSTOCK SUB GOLDTHWAITE PAAT MONTGY			
Authorized by Council on 1/17/2017		Contractor Charge: \$2,000.00	Balance: \$2,000.00
5	ANDERSON AUDREY & LANGFORD JOHN 1019 WASHINGTON ST MONTGOMERY AL 36104	Housing Code 0 C00043519	Property: 918 GROVE ST Parcel: 10 04 18 1 021 004.000 Size: 31 X 103
Location/Remarks: S/S 2 E OF S.JACKSON ST (4TH STRUCTURE EAST OF S JACKSON) Assessed description: LOT 31FT OF N 103FT OF 15 ROSENSTOCK SUB OF LOT GOLDTHBLOCK WAITE PLAT BK			
Authorized by Council on 1/3/2017		Contractor Charge: \$2,500.00	Balance: \$2,500.00
6	STATE OF ALABAMA TAX SALE 2009 MONTGOMERY AL 36104	Housing Code 0 C00043619	Property: 2323 WINIFRED ST Parcel: 11 06 14 1 020 001.000 Size: 82.5 X 69.3 IRR
Location/Remarks: VACANT HOUSE, W.S./ 3 N OF CARLISLE Assessed description: Platname CHAPPELL REPLAT Lot 14A Block B			
Authorized by Council on 1/3/2017		Contractor Charge: \$2,700.00	Balance: \$2,700.00

DEMOLITION COST RESOLUTION
6/6/2017

7	STATE OF ALABAMA 2004 TAX SALE MONTGOMERY AL 36104-0000	Housing Code 0 C00043363	Property: 2311 MILL ST Parcel: 11 06 14 4 021 003.000 Size: 40 X 160
Location/Remarks: S/S, 3 W HILL ST Assessed description: BEG S SIDE OF MILL ST 104.3FT W OF HILL ST S157FT W 40FT N 160FT E 40FT TO POB BEING IN SE1/4 OF 14 16 17 MONTGY LESS R/W REDEEMED 6/17/96 CERT #2113 SALES DKT 39 PG 305 1999 TAX SALE RDMD 3/18/02 DKT 43 PG 297			
Authorized by Council on 1/17/2017		Contractor Charge: \$2,100.00	Balance: \$2,100.00
8	COOK VIOLA	Housing Code	Property: 1467 FRENCH ST

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

RESOLUTION NO. 117-2017

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

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

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

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

Councillor Larkin introduced the following resolution:

RESOLUTION NO. 118-2017

WHEREAS, a vacancy exists on the Industrial Development Board with an unexpired term ending March 19, 2021; and

WHEREAS, Councillor Larkin has nominated Stacia Robinson to serve on said board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Stacia Robinson be and is hereby appointed to the Industrial Development Board for an unexpired term ending March 19, 2021.

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

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

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

The Clerk stated she was in receipt of the following requests for authorization of payment from the Council Contingency Account, which were approved by Mayor Strange contingent upon receiving the required paperwork:

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MEMORANDUM

TO: Mayor Todd Strange
FROM: Brenda Gale Blalock
City Clerk
DATE: May 24, 2017
RE: District 1- request for Council Contingency Funds

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

1. \$850.00 to Alabama State University Continuing Education for SKYCAP Summer Program for sponsorships for two youth. (We have all paperwork needed.)

A handwritten signature in black ink, appearing to be 'JMS', is located below the list item.

MEMORANDUM

TO: Mayor Todd Strange
FROM: Brenda Gale Blalock *BGB*
City Clerk
DATE: May 30, 2017
RE: District 6 – request for Council Contingency Funds

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

1. \$2000.00 to Alabama State University Foundation for the Aspire Program. (All paperwork on file).
2. \$1500.00 to McKee Middle School for Band.

TJS

Councillor Larkin requested to add \$500.00 to Youth and Family Life Educational Institute.

Councillor Lyons requested to add \$1,000.00 to MACOA; and \$1,000 to Compassion 21.

Councillor Lee left the Council Auditorium at 6:21 p.m.

Councillor Bollinger requested to add \$1,000.00 to MACOA; and \$250.00 to Perspective.

Councillor Pruitt requested to add \$1,000.00 to MACOA; and \$500.00 to Montgomery Gray Girls Softball team.

Mayor Strange approved these additions contingent upon receiving the required paperwork.

Councillor Larkin made a motion to authorize the payment of allocations from the Council Contingency Account, with additions, contingent upon receiving the required paperwork, which motion carried with the following vote:

AYES:	BOLLINGER, LYONS, LARKIN, BELL, PRUITT, JINRIGHT	--6
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	BURKETTE, GREEN, LEE	--3

Councillor Lee entered the Council Auditorium at 6:24 p.m.

Councillor Bell left the Council Auditorium at 6:31 p.m.

Councillor Bell entered the Council Auditorium at 6:38 p.m.

There being no further business to come before the Council, the meeting duly adjourned at 6:50 p.m.

BRENDA GALE BLALOCK, CITY CLERK

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