

**REGULAR MEETING  
COUNCIL OF THE CITY OF MONTGOMERY  
MARCH 21, 2017 – 5:00 P.M.**

The Council met in regular session on Tuesday, March 21, 2017, at 5:00 p.m., in the Council Auditorium, City Hall, with the following members present:

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

President Pro Tem Tracy Larkin 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, City Clerk, and the Pledge of Allegiance.

Councillor Bollinger made a motion to adopt the March 7, 2017, Work Session Minutes, as circulated, which motion carried with the following vote:

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

Councillor Bollinger made a motion to adopt the March 7, 2017, Regular Council Minutes, as circulated, which motion carried with the following vote:

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

Councillor Pruitt entered the Council Chamber at 5:17 p.m.

Councillor Burkette left the Council Chamber at 5:39 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 inoperative 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:  
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.**

**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.**

**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.**

**[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.**

**[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.**

**[Exceptions.] There is no violation of this section where:**

**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.

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

The Clerk stated Item No. 2 authorization of demolition of an unsafe structure at 504 W. Patton Avenue has been withdrawn by Housing Codes.

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

**ORDINANCE NO. \_\_\_\_\_**

**SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Appendix C – Zoning, Article VI, Sections 8.4, 8.5 and 8.6 be amended to read as follows:**

**8.4 Landscape Plan Submittal Requirements**

**Format and Materials:**

The landscaping plan and details shall be drawn to the same standard scale as the development plan. Landscape plans shall be included in the development plan submitted to the Urban Forester.

**General Information:**

Complete Landscape Plans submitted for review and approval shall include the following:

- (a) A title block, showing the title of the development, the name and address of the owner/developer, the name and address of the person or firm preparing the plan, the date of preparation, the scale, the north point, and the date of all revisions.
- (b) A location map, showing the relative location of the site to the nearest existing public street intersection.
- (c) The boundaries of the subject property including the location and description of all adjoining property, the location and names of all adjoining streets and easements.
- (d) The required number of parking spaces and the proposed number of parking spaces of subject property/development.

- (e) Location and dimensions of all entrances and exits of the parking lot and the manner in which vehicles will be parked, and the location and names of all utility lines, easements or right-of-ways on, or adjacent to, the site.
- (f) All details needed to communicate appearance, and methods of construction and/or installation. International Society of Arboriculture tree installation details are required.
- (g) A planting schedule, keyed to the plant materials shown on the landscape plan, listing all proposed plant materials by botanical name, common name and cultivar, if any, quantity of materials, size of materials at planting, plant spacing, and existing trees approved for use.

## **8.5 General Requirements**

Landscape improvements to parking lots shall be subject to the following requirements:

### **8.5.1 Site protection and General Planting Requirements**

- (a) **Topsoil**  
To the extent practicable, topsoil moved during the course of construction shall be preserved and stockpiled for re-use on the site.
- (b) **Existing Trees**  
Preservation of each existing healthy tree of an approved species, within required landscape areas, shall count toward fulfillment of these requirements.
  - (1) The existing tree to be preserved must be approved by the Urban Forester to receive credit.
  - (2) Existing trees that are credited towards meeting the requirements of this Section shall be subject to the same maintenance and replacement requirements as newly planted trees.
  - (3) Each existing tree that is credited towards meeting the requirements of this Section shall reduce the number of required parking spaces by two (2). This subparagraph shall supercede and take precedence over Article III, Section 3(c) of the City's Zoning Ordinance.
- (c) **Slope Plantings**  
Landscaping of all cuts and fills and/or terraces shall be matted or protected until plant cover is adequate to control erosion.
- (d) **Size of Landscape Material**  
Trees shall be a minimum of 2.5 in. in caliper and 12 ft. high. Shrubbery shall have a minimum 18 inch height at installation (7 gallon container stock).
- (e) **Quality of Landscape Material**  
Landscape material shall conform to The American Standard for Nursery Stock (ANSI Z60.1).

## **8.6 Landscaping Requirements**

### **8.6.1 Perimeter Planting Requirements for Parking Areas (Public R.O.W. excluded)**

- (a) A continuous perimeter planting strip, exclusive of access driveways, with an average width of 8 ft. adjacent to public right-of-way and 4 ft. adjacent to property lines, measured from the edge of the parking area, is required. Existing street trees may be applied towards perimeter planting requirements along public right-of-way.
- (b) Canopy trees are required, and trees shall be planted on 40 to 50 ft. centers. In the event that pre-existing overhead utility lines prevent the use of canopy

trees, understory trees shall be planted on 30 to 40 ft. centers. Minimum lateral separation from overhead utilities shall be 20 ft. for canopy trees. At least two (2) separate species must be used. Monocultures are prohibited. Shrubbery capable of forming a minimum 3 foot high evergreen hedge shall be provided in the landscape areas adjacent to public right-of-way.

- (c) Planting strips are to be sodded, seeded, or mulched so as to leave no bare ground after landscape materials have been installed.
- (d) Existing trees which meet, in whole or in part, the perimeter and internal planting requirements, may be applied toward requirements. During construction, trees or groups of trees that are being preserved must have a barrier constructed to the drip-line of the tree or group of trees, given the specific site considerations.
- (e) Trees which meet the perimeter planting requirements, whether existing or new, may be counted as one (1) parking space per tree and be used to fulfill the total parking requirement up to 25% of the parking required. Use of trees to fulfill the parking requirements must be noted on the development plan. This subparagraph shall supercede and take precedence over Article III, Section 3(c) of the City's Zoning Ordinance.
- (f) Landscaping in and adjacent to parking lots shall not obstruct the driver's view of the right-of-way at driveways and intersections, including that from adjoining properties.
- (g) In all districts, no fence, wall, shrubbery, sign, marquee or other obstruction to vision between the heights of 3½ ft. and 15 ft. above street level shall be permitted within 20 ft. of the intersection of the right-of-way lines of two streets, or railroads, or of a street and a railroad right-of-way, subject to the requirements of the Traffic Engineer.
- (h) In the event that non-residential development borders residential areas, a 10 ft. wide landscape buffer shall be required along the common property boundary. Canopy trees are required in the landscape buffer, and shall be planted on 20 ft. centers in order to form a screen at maturity. All other aspects of the landscape buffer shall conform to the requirements of this ordinance. Residential boundaries MUST be noted on the development plan. Previously platted lots at the adoption of this ordinance may be exempt from 8.6.1 (h) if this requirement adversely affects minimum parking requirements.
- (i) An irrigation system shall be required in all landscape areas.

#### **8.6.2 Internal Planting Requirements for Parking Areas**

- (a) Based on parking area size and layout, trees shall be planted within the paved parking area so that each parking space is within 60 ft. or less of a tree. Perimeter trees and street trees as outlined above may be used to satisfy this requirement.
- (b) There shall be no more than 12 contiguous parking spaces without a landscape island. Trees and shrubbery are required in the landscape island. A landscape island used to satisfy this requirement shall contain a minimum of 250 sq. ft. of area per tree with a minimum width of 8 ft. Tree size and spacing are the same as for the perimeter planting requirements. Shrubbery shall be provided in the island at the minimum rate of 2 plants per tree.
- (c) Landscape islands, based on the above requirements, shall be sodded, seeded or mulched.
- (d) Interior landscape islands may be counted as two (2) parking spaces per island and be used to fulfill the total parking requirement of the development. Use of landscape islands to fulfill parking requirements must be noted on the development plan. This subparagraph shall supercede and take precedence over Article III, Section 3 (c) of the City's Zoning Ordinance.

- (e) An irrigation system shall be required in all landscape areas.
- (f) Bio-retention as part of the landscape is encouraged and may be used to meet these requirements.
- (g) Internal landscape islands are not required in display areas for the purpose of automobile.

**SECTION 2. BE IT FURTHER ORDAINED** that Section 8.9 be and is hereby repealed in its entirety.

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

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

The Clerk stated this was the time and place to hear and consider the proposed authorization of demolition of an unsafe structure at 1520 French Street.

Councillor Green made a motion to authorize the demolition of an unsafe structure at 1520 French Street, which motion carried with the following vote:

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

**ORDINANCE NO. 28-2017**

**AN ORDINANCE AUTHORIZING PURCHASE AND SALE AGREEMENT  
AND SALE OF REAL ESTATE OWNED BY CITY OF MONTGOMERY**

**3020 DUDLEY STREET**

WHEREAS, the City of Montgomery, Alabama ("City") owns certain real property located in the City and County of Montgomery, as more particularly described in Exhibit "A" attached hereto ("Property"); and

WHEREAS, the Property is surplus property no longer needed for public or municipal purposes, and it is in the public's best interest that any right, title and interest the City may have in and to the said Property be transferred and conveyed to FSS Retail Property, LLC with rights of ingress/egress thereto; and

WHEREAS, the City of Montgomery and FSS RETAIL PROPERTY, LLC have entered into a Purchase and Sale Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, copy attached as Exhibit "B", subject to the approval of the City Council,

wherein the City agreed to sell and FSS RETAIL PROPERTY, LLC has agreed to purchase this Property for a total purchase price \$2,000.00 the certain real Property, more particularly described in Exhibit A.

**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 and Sale Agreement attached as Exhibit "B" and said Purchase and Sale

Agreement is hereby approved and Todd Strange, as Mayor, is hereby authorized to sign and execute said Purchase and Sale Agreement and to enter into and to execute a Statutory Warranty Deed in the form attached as Exhibit "C." 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. The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION



of the property to Seller, shall be available to Seller. In the event Seller elects for the property to revert to it, upon thirty (30) days written notice to Purchaser, title to the Property together with any improvements shall automatically revert to the Seller and Purchaser shall execute and deliver a statutory warranty deed re-conveying property to 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.

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

EXHIBIT A

3020 DUDLEY STREET  
Street Address: 3020 Dudley Street, Montgomery, AL 36105  
Legal Description: J N SCOTT SUB LOT 67 # BOOK 2 PAGE 22, Being and intended to be and include all land that is part of Parcel #0311062440020110000000

EXHIBIT B

PURCHASE / SALE AGREEMENT

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 FSS RETAIL PROPERTY, LLC, an Alabama Limited Liability Company (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 at:

Street Address: 3020 Dudley Street, Montgomery, AL 36105  
Legal Description: J N SCOTT SUB LOT 67 # BOOK 2 PAGE 22 Being and intended to be and include all land that is part of Parcel #0311062440020110000000

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. The purchase price of the Property (the "Purchase Price") shall be \$ 2,000.00 (Two Thousand 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 Martin Closing Services, LLC / James G. Martin, Jr., attorney at law, as escrow agent (the "Escrow Agent"), within two (2) business days after Buyer's receipt of a fully executed copy of this Agreement.

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

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

2.1 If without fault on the part of the Seller, Buyer fails to close pursuant to Section 5 or to perform in accordance with the terms hereof, Buyer agrees and consents that the Earnest Money may be awarded to and retained by Seller, at Seller's sole option.

### 3. INSPECTION PERIOD and RIGHT OF ENTRY:

3.1 Buyer shall have a period of fifteen (15) 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. During the Inspection Period, 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.

### 4. TITLE AND CLOSING:

4.1 Upon approval by the Montgomery City Council of the proposed sale, Seller shall within ten (10) days provide Buyer with evidence of title dating back at least fifty (50) years commencing with a U.S. patent or a patent issued by the State of Alabama, which shall be updated demonstrating fee simple marketable title free and clear of all liens and encumbrances except as herein stated, as of the date of closing. Buyer shall have ten (10) days to examine said title evidence. Should Seller's title reveal any legal defects in the title, Buyer shall furnish Seller with a written statement of legal defects and Seller shall have sixty (60) days after the receipt of such objections to satisfy all valid title objections, and if Seller fails to satisfy such objections within said sixty day period, then at the option of the Buyer, evidenced by written notice to Seller given within five (5) days after the expiration of said sixty (60) day period, Buyer may (i) choose to rescind this contract and receive the return of the Earnest Money; or (ii) elect to close the

Property and receive the deed required herein from Seller irrespective of such title objections without reduction of the purchase price, except that liens affecting the Property which are dischargeable by the payment of money are to be paid and satisfied at closing out of the purchase price.

4.2 If Buyer approves the title, the sale shall be closed within thirty (30) days.

The sale shall be closed at the office of the attorney for the Seller in Montgomery, Alabama, at a time and date designated by Buyer. At closing, Seller shall deliver to Buyer a Statutory Warranty Deed, conveying to Buyer a good and marketable, indefeasible fee simple title in and to the Property, free and clear of all encumbrances, subject only to zoning and exceptions acceptable to or otherwise waived by Buyer. At closing, Buyer shall pay by cashiers or certified check or wire transfer the Purchase Price, with the Earnest Money, if any, credited against and deducted from the Purchase Price. Buyer shall bear its own attorney's fees, all closing costs and the cost of recording the deed and its costs and expenses and those required herein to be paid by Buyer.

Seller shall pay its own attorney's fee and any costs of closing not specifically apportioned herein. Ad valorem property taxes, if any, shall be prorated as of date of closing. 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.

5. If Seller has complied with all of its obligations herein contained, and all of the conditions herein have been satisfied, but Buyer fails to proceed with the purchase of the Property, then Seller, as its sole remedy, may terminate the contract and the Earnest Money, if any, shall be awarded and paid to the Seller as liquidated damages. If Seller defaults, violates, or breaches any of its warranties, covenants, obligations and representations herein provided, then in such event Buyer may, as its sole remedy declare this Agreement cancelled and of no further force and effect and promptly receive a return of the Earnest Money.

6. Seller warrants and represents to Buyer and Buyer warrants to Seller that there are brokerage fees, commissions, or charges owed in connection with the transaction contemplated to Exit Hodges Realty. The listing company is Exit Hodges Realty and it is an agent of the Seller. The selling company is Exit Hodges Realty and it is assisting the buyer/seller as a transactional broker.

7. 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.

8. Any notice permitted or required to be given hereunder, including without limitation notice of the exercise or termination of this Agreement, shall be made in writing sent to receiving party at the address set forth below by Certified Mail, return receipt requested, and shall be deemed given by either party to the other when the same is deposited in the United States Mail as Certified, return receipt requested with postage prepaid sufficient to deliver to its addressed

destination whether or not the receiving party receives the same. The addresses of the parties are as follows:

Seller: City of Montgomery, Alabama  
Attention:  
103 North Perry Street (36104)  
P. O. Box 1111 (36101-1111)  
Montgomery, AL

Buyer: FSS Retail Property, LLC  
PO Box 207  
Harpersville, AL 35078

9. In the event it becomes necessary for either Seller or Buyer to employ the services of an attorney to enforce any term, covenant or provisions of this Agreement, then each party agrees to pay their own attorney's fees in connection with such action.

10. Buyer hereby agrees to abide by the following condition:  
*The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the property to Seller, shall be available to Seller. In the event Seller elects for the property to revert to it, upon thirty (30) days written notice to Purchaser, title to the Property together with any improvements shall automatically revert to the Seller and Purchaser shall execute and deliver a statutory warranty deed re-conveying property to 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 10 SHALL SURVIVE THE CLOSING AND SHALL BE DEEMED TO RUN WITH THE LAND.*

11. 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 verbal understandings or agreements which in any way 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its officers thereunto duly authorized as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**SELLER:**

**CITY OF MONTGOMERY**

By: \_\_\_\_\_

Todd Strange

As Its Mayor

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**BUYER:**

**FSS RETAIL PROPERTY, LLC**

By: \_\_\_\_\_

As Its: \_\_\_\_\_

EXHIBIT C

STATUTORY WARRANTY DEED

This Instrument Was Prepared By:  
**James G. Martin, Jr. LLC**  
**Attorney at Law**  
**8429 Crossland Loop**  
**Montgomery, Alabama 36117**  
**Phone (334) 270-1211**

Send Tax Notice To:  
**FSS RETAIL PROPERTY,**  
**P.O. Box 207**  
**Harpersville, AL 35078**

STATUTORY WARRANTY DEED

**STATE OF ALABAMA**            )  
**MONTGOMERY COUNTY**    )

This Deed made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between CITY OF MONTGOMERY, an Alabama municipal corporation (hereinafter referred to as "GRANTOR") and FSS RETAIL PROPERTY, LLC, an Alabama limited Liability Company (hereinafter referred to as "GRANTEE"),

WITNESSETH:

WHEREAS the City Council of the City of Montgomery, Alabama, by Ordinance # \_\_\_\_\_ (Attached hereto as Exhibit "B") duly, properly and legally made and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, and entered on its minutes directing the disposal and declaring the hereinafter described real property as surplus and not needed for public or municipal purposes and directing Todd Strange, its Mayor, to make title thereto, which Ordinance has been duly and legally advertised in accordance to the laws and statutes of the State of Alabama, and no objection having been made to said Ordinance, the hereinafter described property located in the City and County of Montgomery, Alabama, more particularly described on Exhibit "A", attached hereto (the "Property") to be conveyed by a statutory warranty deed.

Source of Title: RLPY4154 Page 615; Rlpy Book 668 Page 460  
Parcel No: 11 06 24 4 002 011.000

WHEREAS, GRANTOR is now desirous of having the title to the Property conveyed to GRANTEE in accordance with the terms and conditions of the above-referred to Ordinance.

NOW, THEREFORE, in consideration of Two Thousand and no/100 dollars (\$2,000.00), the undersigned, City of Montgomery, Alabama, an Alabama municipal corporation, by its Mayor, does hereby grant, bargain, sell and convey unto the said GRANTEE, all of GRANTOR's right, title, interest, and claim in or to the real estate described in Exhibit "A", which is attached hereto, incorporated herein and made a part hereof as though set forth in full herein, together with all of GRANTOR's right, title and interest in and to any and all fixtures and improvements situated thereon and all of GRANTOR's right, title and interest in and to any and all rights, easements, appurtenances and hereditaments thereunto appertaining.

This conveyance is subject to:

- (i) all (if any) covenants, restrictions, reservations, easements, rights-of-way, agreements and other matters that appear of record in the Office of the Judge of Probate of Montgomery County, Alabama, and all (if any) encroachments, joint driveways, party walls, easements, rights-of-way or other matters which could be revealed by an accurate survey and physical inspection of said Property; and
- (ii) by its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants that Grantee accepts the Property "AS IS" and "WITH ALL FAULTS," and 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.

(iii) ALL provisions of the Purchase/Sale Agreement shall survive the closing, including but not limited to Paragraph 10.

TO HAVE AND TO HOLD to the said GRANTEE, and to its successors and assigns in fee simple forever.

IN WITNESS WHEREOF, the said GRANTOR has caused its name to be affixed hereto by Todd Strange, its Mayor, who is authorized, and has caused the same to be attested by Brenda Gale Blalock, its City Clerk, and its corporate seal affixed on this the \_\_\_\_\_day of \_\_\_\_\_, 2017

**CITY OF MONTGOMERY**

By: \_\_\_\_\_  
Name: Todd Strange  
Its: Mayor

ATTEST:

By: \_\_\_\_\_  
Name: Brenda Gale Blalock  
Its: City Clerk

**EXHIBIT A**

3020 DUDLEY STREET  
Street Address: 3020 Dudley Street, Montgomery, AL 36105  
Legal Description: J N SCOTT SUB LOT 67 # BOOK 2 PAGE 22, Being and intended to be and include all land that is part of Parcel #0311062440020110000000

**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:**

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

**ORDINANCE NO. 29-2017**

**AN ORDINANCE AUTHORIZING PURCHASE AND SALE AGREEMENT  
AND SALE OF REAL ESTATE OWNED BY CITY OF MONTGOMERY**

**1245 NORTH COURT STREET**

**WHEREAS, the City of Montgomery, Alabama ("City") owns certain real property located in the City and County of Montgomery, as more particularly described in Exhibit "A" attached hereto ("Property"); and**

**WHEREAS, the Property is surplus property no longer needed for public or municipal purposes, and it is in the public's best interest that any right, title and interest the City may have in and to the said Property be transferred and conveyed to Whitfield Foods, Inc. with rights of ingress/egress thereto; and**

**WHEREAS, the City of Montgomery and Whitfield Foods, Inc. have entered into a Purchase and Sale Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, copy attached as Exhibit "B", subject to the approval of the City Council, wherein the City agreed to sell and Whitfield Foods, Inc. has agreed to purchase this Property for a total purchase price \$11,000.00 the certain real Property, more particularly described in Exhibit A.**

**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 and Sale Agreement attached as Exhibit "B" and said Purchase and Sale**

**Agreement is hereby approved and Todd Strange, as Mayor, is hereby authorized to sign and**

**execute said Purchase and Sale Agreement and to enter into and to execute a Statutory Warranty Deed in the form attached as Exhibit "C." 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. The buyer shall tear down the existing building on the property within twelve (12) months. The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the property to Seller, shall be available to Seller. In the event Seller elects for the property to revert to it, upon thirty (30) days written notice to Purchaser, title to the Property together with any improvements shall automatically revert to the Seller and Purchaser shall execute and deliver a statutory warranty deed re-conveying property to 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.**

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

#### **EXHIBIT A**

1245 COURT ST. NStreet Address: 1245 N. Court Street, Montgomery, AL 36104  
Legal Description: Lot "A" according to the Correction Plat No 2, Map of Plat No. 2, of the North Montgomery Project No. UR-ALA-1-1, being a resubdivision of a part of the Old Plat of Vesuvius as recorded for record in Deed Book 20, at Page 640, and also shown on Page 167 of Garret's Plat Book, as said Correction Plat appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 16, at Page 177.  
Less and Except therefrom that parcel conveyed by Warranty Deed to Whitfield Pickle Company, recorded in Deed Book 542, at Page 70.  
Being and intended to be and include all land that is part of Parcel #1101011016001000.



EXHIBIT B

PURCHASE / SALE AGREEMENT

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 WHITFIELD FOODS, INC. (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 at:

Street Address: 1245 N Court Street, Montgomery, AL 36104

Legal Description: Lot "A" according to the Correction Plat No 2, Map of Plat No. 2, of the North Montgomery Project No. UR-ALA-1-1, being a resubdivision of a part of the Old Plat of Vesuvius as recorded for record in Deed Book 20, at Page 640, and also shown on Page 167 of Garret's Plat Book, as said Correction Plat appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 16, at Page 177.

Less and Except therefrom that parcel conveyed by Warranty Deed to Whitfield Pickle Company, recorded in Deed Book 542, at Page 70.

Being and intended to be and include all land that is part of Parcel #1101011016001000.

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. The purchase price of the Property (the "Purchase Price") shall be \$ 11,000.00 (Eleven Thousand 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 Martin Closing Services, LLC / James G. Martin, Jr., attorney at law, as escrow agent (the "Escrow Agent"), within two (2) business days after Buyer's receipt of a fully executed copy of this Agreement.

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

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

written agreement among the parties or interplead the disputed portion of the Earnest Money into court. The Escrow Agent shall be entitled to deduct from the Earnest Money any court costs, attorney's fees and other expenses relating to the interpleader, as well as an administration fee on account thereof.

2.1 If without fault on the part of the Seller, Buyer fails to close pursuant to Section 5 or to perform in accordance with the terms hereof, Buyer agrees and consents that the Earnest Money may be awarded to and retained by Seller, at Seller's sole option.

### 3. INSPECTION PERIOD and RIGHT OF ENTRY:

3.1 Buyer shall have a period of fifteen (15) 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. During the Inspection Period, 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.

### 4. TITLE AND CLOSING:

4.1 Upon approval by the Montgomery City Council of the proposed sale, Seller shall within ten (10) days provide Buyer with an abstract of title, title opinion or other evidence of title dating back at least fifty (50) years commencing with a U.S. patent or a patent issued by the State of Alabama, which shall be updated demonstrating fee simple marketable title free and clear of all liens and encumbrances except as herein stated, as of the date of closing. Buyer shall have ten (10) days to examine said abstract. Should Seller's title reveal any legal defects in the title, Buyer shall furnish Seller with a written statement of legal defects and Seller shall have sixty (60) days after the receipt of such objections to satisfy all valid title objections, and if Seller fails to satisfy such objections within said sixty day period, then at the option of the Buyer, evidenced by written notice to Seller given within five (5) days after the expiration of said sixty (60) day period, Buyer may (i) choose to rescind this contract and receive the return of the Earnest Money; or (ii) elect to close the Property and receive the deed required herein from Seller irrespective of such title objections without reduction of the purchase price, except that liens affecting the Property which are dischargeable by the payment of money are to be paid and satisfied at closing out of the purchase price.

4.2 If Buyer approves the title, the sale shall be closed within fifteen (15) days. The sale shall be closed at the office of the attorney for the Seller in Montgomery, Alabama, at a time and date designated by Buyer. At closing, Seller shall deliver to Buyer a Statutory Warranty Deed, conveying to Buyer a good and marketable, indefeasible fee simple title in and to the Property, free and clear of all encumbrances, subject only to zoning and exceptions acceptable to or otherwise waived by Buyer. At closing, Buyer shall pay by cashiers or certified check or wire transfer the Purchase Price, with the Earnest Money, if any, credited against and deducted from the Purchase Price. Buyer shall bear its own attorney's fees, all closing costs and the cost of recording the deed and its costs and expenses and those required herein to be paid by Buyer. Seller shall pay its own attorney's fee and any costs of closing not specifically apportioned herein. Ad valorem property taxes, if any, shall be prorated as of date of closing. 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.

5. If Seller has complied with all of its obligations herein contained, and all of the conditions herein have been satisfied, but Buyer fails to proceed with the purchase of the Property, then Seller, as its sole remedy, may terminate the contract and the Earnest Money, if any, shall be awarded and paid to the Seller as liquidated damages. If Seller defaults, violates, or breaches any

of its warranties, covenants, obligations and representations herein provided, then in such event Buyer may, as its sole remedy declare this Agreement cancelled and of no further force and effect and promptly receive a return of the Earnest Money.

6. Seller warrants and represents to Buyer and Buyer warrants to Seller that there are brokerage fees, commissions, or charges owed in connection with the transaction contemplated to Exit Hodges Realty. The listing company is Exit Hodges Realty and it is an agent of the Seller. The selling company is Exit Hodges Realty and it is assisting the buyer/seller as a transactional broker.

7. 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.

8. Any notice permitted or required to be given hereunder, including without limitation notice of the exercise or termination of this Agreement, shall be made in writing sent to receiving party at the address set forth below by Certified Mail, return receipt requested, and shall be deemed given by either party to the other when the same is deposited in the United States Mail as Certified, return receipt requested with postage prepaid sufficient to deliver to its addressed destination whether or not the receiving party receives the same. The addresses of the parties are as follows:

Seller: City of Montgomery, Alabama  
Attention:  
103 North Perry Street (36104)  
P. O. Box 1111 (36101-1111)  
Montgomery, AL

Buyer: Whitfield Foods, Inc.  
1101 N Court Street  
Montgomery, AL 36104

9. In the event it becomes necessary for either Seller or Buyer to employ the services of an attorney to enforce any term, covenant or provisions of this Agreement, then each party agrees to pay their own attorney's fees in connection with such action.

10. Buyer hereby agrees to abide by the following conditions:

*The buyer shall tear down the existing building on the property with twelve (12) months. The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive*

*relief, specific performance, damages and REVERSION of the property to Seller, shall be available to Seller. In the event Seller elects for the property to revert to it, upon thirty (30) days written notice to Purchaser, title to the Property together with any improvements shall automatically revert to the Seller and Purchaser shall execute and deliver a statutory warranty deed re-conveying property to 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 10 SHALL SURVIVE THE CLOSING AND SHALL BE DEEMED TO RUN WITH THE LAND.*

11. 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 verbal understandings or agreements which in any way 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its officers thereunto duly authorized as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**WITNESSES:**

\_\_\_\_\_  
 \_\_\_\_\_

**SELLER:**

**CITY OF MONTGOMERY**

By: \_\_\_\_\_  
 Todd Strange  
 As Its Mayor

**WITNESSES:**

\_\_\_\_\_  
 \_\_\_\_\_

**BUYER:**

**WHITFIELD FOODS, INC.**

By: \_\_\_\_\_  
 As Its: \_\_\_\_\_

**EXHIBIT C**

**STATUTORY WARRANTY DEED**

This Instrument Was Prepared By:  
**James G. Martin, Jr.**  
**Attorney at Law**  
**8429 Crossland Loop**  
**Montgomery, Alabama 36117**  
**Phone (334) 270-1211**

Send Tax Notice To:  
**Whitfield Foods, Inc.**  
  
**1101 N Court Street**  
**Montgomery, AL 36104**

**STATUTORY WARRANTY DEED**

**STATE OF ALABAMA**            )  
**MONTGOMERY COUNTY**    )

This Deed made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between CITY OF MONTGOMERY, an Alabama municipal corporation (hereinafter referred to as "GRANTOR") and WHITFIELD FOODS, INC. (hereinafter referred to as "GRANTEE"),

**WITNESSETH:**

WHEREAS the City Council of the City of Montgomery, Alabama, by Ordinance # \_\_\_\_\_ (Attached hereto as Exhibit "B") duly, properly and legally made and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, and entered on its minutes directing

the disposal and declaring the hereinafter described real property as surplus and not needed for public or municipal purposes and directing Todd Strange, its Mayor, to make title thereto, which Ordinance has been duly and legally advertised in accordance to the laws and statutes of the State of Alabama, and no objection having been made to said Ordinance, the hereinafter described property located in the City and County of Montgomery, Alabama, more particularly described on Exhibit "A", attached hereto (the "Property") to be conveyed by a statutory warranty deed.

Source of Title: RLPY4010 Page 500; Rlpy Book 1076 Page 478  
Parcel No: 11 01 01 1 016 001.000

WHEREAS, GRANTOR is now desirous of having the title to the Property conveyed to GRANTEE in accordance with the terms and conditions of the above-referred to Ordinance.

NOW, THEREFORE, in consideration of Eleven Thousand and no/100 dollars (\$11,000.00), the undersigned, City of Montgomery, Alabama, an Alabama municipal corporation, by its Mayor, does hereby grant, bargain, sell and convey unto the said GRANTEE, all of GRANTOR's right, title, interest, and claim in or to the real estate described in Exhibit "A", which is attached hereto, incorporated herein and made a part hereof as though set forth in full herein, together with all of GRANTOR's right, title and interest in and to any and all fixtures and improvements situated thereon and all of GRANTOR's right, title and interest in and to any and all rights, easements, appurtenances and hereditaments thereunto appertaining.

This conveyance is subject to:

- (i) all (if any) covenants, restrictions, reservations, easements, rights-of-way, agreements and other matters that appear of record in the Office of the Judge of Probate of Montgomery County, Alabama, and all (if any) encroachments, joint driveways, party walls, easements, rights-of-way or other matters which could be revealed by an accurate survey and physical inspection of said Property; and
- (ii) by its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants that Grantee accepts the Property "AS IS" and "WITH ALL FAULTS," and 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.
- (iii) ALL provisions of the Purchase/Sale Agreement shall survive the closing, including but not limited to Paragraph 10.

TO HAVE AND TO HOLD to the said GRANTEE, and to its successors and assigns in fee simple forever.

IN WITNESS WHEREOF, the said GRANTOR has caused its name to be affixed hereto by Todd Strange, its Mayor, who is authorized, and has caused the same to be attested by Brenda Gale Blalock, its City Clerk, and its corporate seal affixed on this the \_\_\_\_\_day of \_\_\_\_\_, 2017

**CITY OF MONTGOMERY**

By: \_\_\_\_\_  
Name: Todd Strange  
Its: Mayor

ATTEST:

By: \_\_\_\_\_  
Name: Brenda Gale Blalock  
Its: City Clerk

THE STATE OF ALABAMA            )  
MONTGOMERY COUNTY            )

I \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that Todd Strange and Brenda Gale Blalock, whose names as Mayor and

City Clerk, respectively of the City of Montgomery, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Montgomery, an Alabama municipal corporation.

Given under my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

SEAL

\_\_\_\_\_  
NOTARY PUBLIC

INFORMATION REQUIRED BY CODE OF ALABAMA 1975, SECTION 40-22-1:

Property Address: 1245 N Court St, Montgomery, AL 36104

Grantor's Name: City of Montgomery

Grantor's Address: 103 N. Perry St., Montgomery, AL 36104

Grantee's Name: Whitfield Foods, Inc.

Grantee's Address: 1101 N Court Street; Montgomery, AL 36104

Purchase Price/Value: \$11,000.00

Date of Sale:

The purchase price/value claimed above can be verified by sales contract or closing statement between the parties or in the case of value by tax assessor records.

EXHIBIT A

1245 COURT ST. NStreet Address: 1245 N. Court Street, Montgomery, AL 36104  
Legal Description: Lot "A" according to the Correction Plat No 2, Map of Plat No. 2, of the North Montgomery Project No. UR-ALA-1-1, being a resubdivision of a part of the Old Plat of Vesuvius as recorded for record in Deed Book 20, at Page 640, and also shown on Page 167 of Garret's Plat Book, as said Correction Plat appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 16, at Page 177.  
Less and Except therefrom that parcel conveyed by Warranty Deed to Whitfield Pickle Company, recorded in Deed Book 542, at Page 70.  
Being and intended to be and include all land that is part of Parcel #1101011016001000.

**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:**

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

**ORDINANCE NO. 30-2017**

**AN ORDINANCE AUTHORIZING PURCHASE AND SALE AGREEMENT  
AND SALE OF REAL ESTATE OWNED BY CITY OF MONTGOMERY**

**1206 & 1210 GROVE STREET**

**WHEREAS, the City of Montgomery, Alabama ("City") owns certain real property located in the City and County of Montgomery, as more particularly described in Exhibit "A"**

**attached hereto ("Property"); and**

**WHEREAS, the Property is surplus property no longer needed for public or municipal purposes, and it is in the public's best interest that any right, title and interest the City may have in and to the said Property be transferred and conveyed to Jim'Le Chatman with rights of ingress/egress thereto; and**

**WHEREAS, the City of Montgomery and Jim'Le Chatman have entered into a Purchase and Sale Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, copy attached as Exhibit "B", subject to the approval of the City Council, wherein the City agreed to sell and Jim'Le Chatman has agreed to purchase this Property for a total purchase price \$9,200.00 the certain real Property, more particularly described in Exhibit A.**

**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 and Sale Agreement attached as Exhibit "B" and said Purchase and Sale Agreement is hereby approved and Todd Strange, as Mayor, is hereby authorized to sign and**

**execute said Purchase and Sale Agreement and to enter into and to execute a Statutory Warranty Deed in the form attached as Exhibit "C." 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. The buyer shall construct a single family dwelling on the property to be completed no later than December 31, 2018. The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the property to Seller, shall be available to Seller. In the event Seller elects for the property to revert to it, upon thirty (30) days written notice to Purchaser, title to the Property together with any improvements shall automatically revert to the Seller and Purchaser shall execute and deliver a statutory warranty deed re-conveying property to 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.**

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



EXHIBIT A

PARCEL 1:

1206 GROVE STREET Street Address: 1206 Grove Street, Montgomery, AL 36104  
Legal Description: SEMPLE PLAT LOT 9 5 BOOK 1 PAGE 113 E ½ 2003 TAX SALE  
RDMD 5/24/2007 DKT 47 PG 293 and which has historically been described as the East ½  
of Lots 9 and 10, East of Garrison Street and between Grove Street and St. James Street  
fronting 50 feet on said Grove Street in Block 5 of a Plat recorded in Plat Book 1 Page 113,  
of a resubdivision of Blocks 1, 5, and 6 of a map of Semple’s Division, recorded in Plat  
Book 1, Page 105 being portions of Lots 1, 3, 5, and 7 of Haines, Plat of Goldwaihthe  
Property recorded in Volume 13, Page 573, in the Office of Judge of Probate of  
Montgomery County, Alabama.

Being and intended to be and include all land that is part of Parcel #10-04-18-1-026-006.000.

PARCEL 2:

1210 GROVE STREET Street Address: 1210 Grove Street, Montgomery, AL 36104  
Legal Description: SEMPLE PLAT LOT 7 5 BOOK 1 PAGE 113 NORTH OF DITCH  
and which has historically been described as Lots 7 and 8, lying North of the ditch in Block  
5 of the resubdivision of the Semple Subdivision, recorded in Plat Book 1, Page 105, said  
resubdivision being recorded in Plat Book 1, at Page 113, in the Office of Judge of Probate  
of Montgomery County, Alabama.

Being and intended to be and include all land that is part of Parcel #10-04-18-1-026-005.000.

EXHIBIT B

PURCHASE / SALE AGREEMENT

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 JIM'LE CHATMAN (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 at:

PARCEL 1:

Street Address: 1206 Grove Street, Montgomery, AL 36104

Legal Description: SEMPLE PLAT LOT 9 5 BOOK 1 PAGE 113 E ½ 2003 TAX SALE  
RDMD 5/24/2007 DKT 47 PG 293 and which has historically been described as the East ½ of Lots  
9 and 10, East of Garrison Street and between Grove Street and St. James Street fronting 50 feet on

said Grove Street in Block 5 of a Plat recorded in Plat Book 1 Page 113, of a resubdivision of Blocks 1, 5, and 6 of a map of Semple's Division, recorded in Plat Book 1, Page 105 being portions of Lots 1, 3, 5, and 7 of Haines, Plat of Goldwaithe Property recorded in Volume 13, Page 573, in the Office of Judge of Probate of Montgomery County, Alabama.

Being and intended to be and include all land that is part of Parcel #10-04-18-1-026-006.000.

PARCEL 2:

Street Address: 1210 Grove Street, Montgomery, AL 36104

Legal Description: SEMPLE PLAT LOT 7 5 BOOK 1 PAGE 113 NORTH OF DITCH and which has historically been described as Lots 7 and 8, lying North of the ditch in Block 5 of the resubdivision of the Semple Subdivision, recorded in Plat Book 1, Page 105, said resubdivision being recorded in Plat Book 1, at Page 113, in the Office of Judge of Probate of Montgomery County, Alabama.

Being and intended to be and include all land that is part of Parcel #10-04-18-1-026-005.000.

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

2. PURCHASE PRICE. The purchase price of the Property (the "Purchase Price") shall be \$ 9,200.00 (Parcel 1: \$4,300.00, Parcel 2: \$4,900.00) (Nine Thousand, Two Hundred 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 Martin Closing Services, LLC / James G. Martin, Jr., attorney at law, as escrow agent (the "Escrow Agent"), within two (2) business days after Buyer's receipt of a fully executed copy of this Agreement.

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

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

2.1 If without fault on the part of the Seller, Buyer fails to close pursuant to Section 5 or to perform in accordance with the terms hereof, Buyer agrees and consents that the Earnest Money may be awarded to and retained by Seller, at Seller's sole option.

3. INSPECTION PERIOD and RIGHT OF ENTRY:

3.1 Buyer shall have a period of fifteen (15) 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. During the Inspection Period, 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.

#### 4. TITLE AND CLOSING:

4.1 Upon approval by the Montgomery City Council of the proposed sale, Seller shall within ten (10) days provide Buyer with an abstract of title, title opinion or other evidence of title dating back at least fifty (50) years commencing with a U.S. patent or a patent issued by the State of Alabama, which shall be updated demonstrating fee simple marketable title free and clear of all liens and encumbrances except as herein stated, as of the date of closing. Buyer shall have ten (10) days to examine said abstract. Should Seller's title reveal any legal defects in the title, Buyer shall furnish Seller with a written statement of legal defects and Seller shall have sixty (60) days after the receipt of such objections to satisfy all valid title objections, and if Seller fails to satisfy such objections within said sixty day period, then at the option of the Buyer, evidenced by written notice to Seller given within five (5) days after the expiration of said sixty (60) day period, Buyer may (i) choose to rescind this contract and receive the return of the Earnest Money; or (ii) elect to close the Property and receive the deed required herein from Seller irrespective of such title objections without reduction of the purchase price, except that liens affecting the Property which are dischargeable by the payment of money are to be paid and satisfied at closing out of the purchase price.

4.2 If Buyer approves the title, the sale shall be closed within fifteen (15) days. The sale shall be closed at the office of the attorney for the Seller in Montgomery, Alabama, at a time and date designated by Buyer. At closing, Seller shall deliver to Buyer a Statutory Warranty Deed, conveying to Buyer a good and marketable, indefeasible fee simple title in and to the Property, free and clear of all encumbrances, subject only to zoning and exceptions acceptable to or otherwise waived by Buyer. At closing, Buyer shall pay by cashiers or certified check or wire transfer the Purchase Price, with the Earnest Money, if any, credited against and deducted from the Purchase Price. Buyer shall bear its own attorney's fees, all closing costs and the cost of recording the deed and its costs and expenses and those required herein to be paid by Buyer. Seller shall pay its own attorney's fee and any costs of closing not specifically apportioned herein. Ad valorem property taxes, if any, shall be prorated as of date of closing. 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.

5. If Seller has complied with all of its obligations herein contained, and all of the conditions herein have been satisfied, but Buyer fails to proceed with the purchase of the Property, then Seller, as its sole remedy, may terminate the contract and the Earnest Money, if any, shall be awarded and paid to the Seller as liquidated damages. If Seller defaults, violates, or breaches any of its warranties, covenants, obligations and representations herein provided, then in such event Buyer may, as its sole remedy declare this Agreement cancelled and of no further force and effect and promptly receive a return of the Earnest Money.

6. Seller warrants and represents to Buyer and Buyer warrants to Seller that there are no brokerage fees, commissions, or charges owed in connection with the transaction contemplated to Exit Hodges Realty. The listing company is Exit Hodges Realty and it is an agent of the Seller. The selling company is Exit Hodges Realty and it is assisting the buyer/seller as a transactional broker.

7. 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.

8. Any notice permitted or required to be given hereunder, including without limitation notice of the exercise or termination of this Agreement, shall be made in writing sent to receiving party at the address set forth below by Certified Mail, return receipt requested, and shall be deemed given by either party to the other when the same is deposited in the United States Mail as Certified, return receipt requested with postage prepaid sufficient to deliver to its addressed destination whether or not the receiving party receives the same. The addresses of the parties are as follows:

Seller: City of Montgomery, Alabama  
Attention:  
103 North Perry Street (36104)  
P. O. Box 1111 (36101-1111)  
Montgomery, AL

Buyer: Jim'Le Chatman  
800 Hall Street  
Montgomery, AL 36104

9. In the event it becomes necessary for either Seller or Buyer to employ the services of an attorney to enforce any term, covenant or provisions of this Agreement, then each party agrees to pay their own attorney's fees in connection with such action.

10. Buyer hereby agrees to abide by the following conditions:

*The buyer shall construct a single family dwelling on the property to be completed no later than December 31, 2018. The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the property to Seller, shall be available to Seller. In the event Seller elects for the property to revert to it, upon thirty (30) days written notice to Purchaser, title to the Property together with any improvements shall automatically revert to the Seller and Purchaser shall execute and deliver a statutory warranty deed re-conveying property to 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 10 SHALL SURVIVE THE CLOSING AND SHALL BE DEEMED TO RUN WITH THE LAND.*

11. 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 verbal understandings or agreements which in any way 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its officers thereunto duly authorized as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**SELLER:**

**CITY OF MONTGOMERY**

By: \_\_\_\_\_  
Todd Strange  
As Its Mayor

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**BUYER:**

**JIM'LE CHATMAN**

By: \_\_\_\_\_  
As Its: \_\_\_\_\_

**EXHIBIT C**

**STATUTORY WARRANTY DEED**

This Instrument Was Prepared By:  
**James G. Martin, Jr.**  
**Attorney at Law**  
**8429 Crossland Loop**  
**Montgomery, Alabama 36117**  
**Phone (334) 270-1211**

Send Tax Notice To:  
**Jim'Le Chatman**  
  
**800 Hall Street**  
**Montgomery, AL 36104**

**STATUTORY WARRANTY DEED**

**STATE OF ALABAMA**            )  
**MONTGOMERY COUNTY**    )

This Deed made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between CITY OF MONTGOMERY, an Alabama municipal corporation (hereinafter referred to as "GRANTOR") and JIM'LE CHATMAN, his heirs, successors and assigns (hereinafter referred to as "GRANTEE"),

**WITNESSETH:**

WHEREAS the City Council of the City of Montgomery, Alabama, by Ordinance # \_\_\_\_\_ (Attached hereto as Exhibit "B") duly, properly and legally made and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, and entered on its minutes directing the disposal and declaring the hereinafter described real property as surplus and not needed for public or municipal purposes and directing Todd Strange, its Mayor, to make title thereto, which Ordinance has been duly and legally advertised in accordance to the laws and statutes of the State of Alabama, and no objection having been made to said Ordinance, the hereinafter described property located in the City and County of Montgomery, Alabama, more particularly described on Exhibit "A", attached hereto (the "Property") to be conveyed by a statutory warranty deed.

Parcel 1:

Source of Title: Rlpy Book 4430 Page 695, RLPY4315 Page 497; Rlpy Book 3563 Page 501; Rlpy Book 3360 Page 160 Parcel No: 10-04-18-1-026-006.000

Parcel 2:

Source of Title: Rlpy Book 4430 Page 697, RLPY4208 Page 7; Rlpy Book 2118 Page 35; Rlpy Book 1519 Page 686 Parcel No: 10-04-18-1-026-005.000

WHEREAS, GRANTOR is now desirous of having the title to the Property conveyed to GRANTEE in accordance with the terms and conditions of the above-referred to Ordinance.

NOW, THEREFORE, in consideration of Nine Thousand Two Hundred and no/100 dollars (\$9,200.00), the undersigned, City of Montgomery, Alabama, an Alabama municipal corporation, by its Mayor, does hereby grant, bargain, sell and convey unto the said GRANTEE, all of GRANTOR's right, title, interest, and claim in or to the real estate described in Exhibit "A", which is attached hereto, incorporated herein and made a part hereof as though set forth in full herein, together with all of GRANTOR's right, title and interest in and to any and all fixtures and improvements situated thereon and all of GRANTOR's right, title and interest in and to any and all rights, easements, appurtenances and hereditaments thereunto appertaining.

This conveyance is subject to:

(i) all (if any) covenants, restrictions, reservations, easements, rights-of-way, agreements and other matters that appear of record in the Office of the Judge of Probate of Montgomery County, Alabama, and all (if any) encroachments, joint driveways, party walls, easements, rights-of-way or other matters which could be revealed by an accurate survey and physical inspection of said Property; and

(ii) by its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants that Grantee accepts the Property "AS IS" and "WITH ALL FAULTS," and 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.

(iii) ALL provisions of the Purchase/Sale Agreement shall survive the closing, including but not limited to Paragraph 10.

TO HAVE AND TO HOLD to the said GRANTEE, and to its successors and assigns in fee simple forever.

IN WITNESS WHEREOF, the said GRANTOR has caused its name to be affixed hereto by Todd Strange, its Mayor, who is authorized, and has caused the same to be attested by Brenda Gale Blalock, its City Clerk, and its corporate seal affixed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017

**CITY OF MONTGOMERY**

By: \_\_\_\_\_

Name: Todd Strange

Its: Mayor

ATTEST:

By: \_\_\_\_\_

Name: Brenda Gale Blalock

Its: City Clerk

THE STATE OF ALABAMA )

MONTGOMERY COUNTY )

I \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that Todd Strange and Brenda Gale Blalock, whose names as Mayor and City Clerk, respectively of the City of Montgomery, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Montgomery, an Alabama municipal corporation.

Given under my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

SEAL

\_\_\_\_\_  
NOTARY PUBLIC

INFORMATION REQUIRED BY CODE OF ALABAMA 1975, SECTION 40-22-1:

Property Address: 1206 and 1210 Grove St, Montgomery, AL 36104

Grantor's Name: City of Montgomery

Grantor's Address: 103 N. Perry St., Montgomery, AL 36104

Grantee's Name: Jim'Le Chatman

Grantee's Address: 800 Hall Street; Montgomery, AL 36104

Purchase Price/Value: \$9,200.00

Date of Sale:

The purchase price/value claimed above can be verified by sales contract or closing statement between the parties or in the case of value by tax assessor records.

EXHIBIT A

PARCEL 1:

1206 GROVE STREET Street Address: 1206 Grove Street, Montgomery, AL 36104  
Legal Description: SEMPLE PLAT LOT 9 5 BOOK 1 PAGE 113 E ½ 2003 TAX SALE RDMD 5/24/2007 DKT 47 PG 293 and which has historically been described as the East ½ of Lots 9 and 10, East of Garrison Street and between Grove Street and St. James Street fronting 50 feet on said Grove Street in Block 5 of a Plat recorded in Plat Book 1 Page 113, of a resubdivision of Blocks 1, 5, and 6 of a map of Semple's Division, recorded in Plat Book 1, Page 105 being portions of Lots 1, 3, 5, and 7 of Haines, Plat of Goldwaithe Property recorded in Volume 13, Page 573, in the Office of Judge of Probate of Montgomery County, Alabama.

Being and intended to be and include all land that is part of Parcel #10-04-18-1-026-006.000.

PARCEL 2:

1210 GROVE STREET Street Address: 1210 Grove Street, Montgomery, AL 36104  
Legal Description: SEMPLE PLAT LOT 7 5 BOOK 1 PAGE 113 NORTH OF DITCH and which has historically been described as Lots 7 and 8, lying North of the ditch in Block 5 of the resubdivision of the Semple Subdivision, recorded in Plat Book 1, Page 105, said resubdivision being recorded in Plat Book 1, at Page 113, in the Office of Judge of Probate of Montgomery County, Alabama.

Being and intended to be and include all land that is part of Parcel #10-04-18-1-026-005.000.

**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:**

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

**ORDINANCE NO. 31-2017**

**AN ORDINANCE AUTHORIZING PURCHASE AND SALE AGREEMENT  
AND SALE OF REAL ESTATE OWNED BY CITY OF MONTGOMERY**

**446 CLAYTON PARK**

**WHEREAS, the City of Montgomery, Alabama ("City") owns certain real property located in the City and County of Montgomery, as more particularly described in Exhibit "A"**

**attached hereto ("Property"); and**

**WHEREAS, the Property is surplus property no longer needed for public or municipal**

**purposes, and it is in the public's best interest that any right, title and interest the City may have in and to the said Property be transferred and conveyed to SAMUEL POOLE with rights of ingress/egress thereto; and**

**WHEREAS, the City of Montgomery and SAMUEL POOLE have entered into a Purchase and Sale Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, copy attached as Exhibit "B", subject to the approval of the City Council, wherein the City agreed to sell and SAMUEL POOLE has agreed to purchase this Property for a total purchase price \$1,400.00 the certain real Property, more particularly described in Exhibit A.**

**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 and Sale Agreement attached as Exhibit "B" and said Purchase and Sale Agreement is hereby approved and Todd Strange, as Mayor, is hereby authorized to sign and execute said Purchase and Sale Agreement and to enter into and to execute a Statutory Warranty Deed in the form attached as Exhibit "C." 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. The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the property to Seller, shall be available to Seller. In the event Seller elects for the property to revert to it, upon thirty (30) days written notice to Purchaser, title to the Property together with any improvements shall automatically revert to the Seller and Purchaser shall execute and deliver a statutory warranty deed re-conveying property to 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.**

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

EXHIBIT A

446 CLAYTON PARK Street Address: 446 Clayton Parkway, Montgomery, AL 36104  
Legal Description: RANDOLPH PLAT LOT 16B BLOCK 37 BOOK 001 PAGE 053  
Being and intended to be and include all land that is part of Parcel #1106132001010000.

EXHIBIT B

PURCHASE / SALE AGREEMENT

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 SAMUEL POOLE (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 at:

Street Address: 446 Clayton Parkway, Montgomery, AL 36104

Legal Description: RANDOLPH PLAT LOT 16B BLOCK 37 BOOK 001 PAGE 053  
Being and intended to be and include all land that is part of Parcel #1106132001010000.

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. The purchase price of the Property (the "Purchase Price") shall be \$ 1,400.00 (One Thousand Four Hundred Dollars and no/100). The Purchase Price shall be payable by Buyer as follows:

(a) The sum of One Hundred and No/100 Dollars (\$100.00), as Earnest Money (the "Earnest Money"), to be deposited by Buyer with Martin Closing Services, LLC / James G. Martin, Jr., attorney at law, as escrow agent (the "Escrow Agent"), within two (2) business days after Buyer's receipt of a fully executed copy of this Agreement.

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

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

any court costs, attorney's fees and other expenses relating to the interpleader, as well as an administration fee on account thereof.

2.1 If without fault on the part of the Seller, Buyer fails to close pursuant to Section 5 or to perform in accordance with the terms hereof, Buyer agrees and consents that the Earnest Money may be awarded to and retained by Seller, at Seller's sole option.

3. INSPECTION PERIOD and RIGHT OF ENTRY:

3.1 Buyer shall have a period of fifteen (15) 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. During the Inspection Period, 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.

4. TITLE AND CLOSING:

4.1 Upon approval by the Montgomery City Council of the proposed sale, Seller shall within ten (10) days provide Buyer with an abstract of title, title opinion or other evidence of title dating back at least fifty (50) years commencing with a U.S. patent or a patent issued by the State of Alabama, which shall be updated demonstrating fee simple marketable title free and clear of all liens and encumbrances except as herein stated, as of the date of closing. Buyer shall have ten (10) days to examine said abstract. Should Seller's title reveal any legal defects in the title, Buyer shall furnish Seller with a written statement of legal defects and Seller shall have sixty (60) days after the receipt of such objections to satisfy all valid title objections, and if Seller fails to satisfy such objections within said sixty day period, then at the option of the Buyer, evidenced by written notice to Seller given within five (5) days after the expiration of said sixty (60) day period, Buyer may (i) choose to rescind this contract and receive the return of the Earnest Money; or (ii) elect to close the Property and receive the deed required herein from Seller irrespective of such title objections without reduction of the purchase price, except that liens affecting the Property which are dischargeable by the payment of money are to be paid and satisfied at closing out of the purchase price.

4.2 If Buyer approves the title, the sale shall be closed within fifteen (15) days. The sale shall be closed at the office of the attorney for the Seller in Montgomery, Alabama, at a time and date designated by Buyer. At closing, Seller shall deliver to Buyer a Statutory Warranty Deed, conveying to Buyer a good and marketable, indefeasible fee simple title in and to the Property, free and clear of all encumbrances, subject only to zoning and exceptions acceptable to or otherwise waived by Buyer. At closing, Buyer shall pay by cashiers or certified check or wire transfer the Purchase Price, with the Earnest Money, if any, credited against and deducted from the Purchase Price. Seller shall contribute up to \$150.00 towards closing costs. Buyer shall be responsible for any other closing costs in excess of Seller contribution. Seller shall pay its own attorney's fee and any costs of closing not specifically apportioned herein. Ad valorem property taxes, if any, shall be prorated as of date of closing. 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.

5. If Seller has complied with all of its obligations herein contained, and all of the conditions herein have been satisfied, but Buyer fails to proceed with the purchase of the Property, then Seller, as its sole remedy, may terminate the contract and the Earnest Money, if any, shall be awarded and paid to the Seller as liquidated damages. If Seller defaults, violates, or breaches any of its warranties, covenants, obligations and representations herein provided, then in such event

Buyer may, as its sole remedy declare this Agreement cancelled and of no further force and effect and promptly receive a return of the Earnest Money.

6. Seller warrants and represents to Buyer and Buyer warrants to Seller that there are brokerage fees, commissions, or charges owed in connection with the transaction contemplated to Exit Hodges Realty. The listing company is Exit Hodges Realty and it is an agent of the Seller. The selling company is Exit Hodges Realty and it is assisting the buyer/seller as a transactional broker.

7. 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.

8. Any notice permitted or required to be given hereunder, including without limitation notice of the exercise or termination of this Agreement, shall be made in writing sent to receiving party at the address set forth below by Certified Mail, return receipt requested, and shall be deemed given by either party to the other when the same is deposited in the United States Mail as Certified, return receipt requested with postage prepaid sufficient to deliver to its addressed destination whether or not the receiving party receives the same. The addresses of the parties are as follows:

Seller: City of Montgomery, Alabama  
Attention:  
103 North Perry Street (36104)  
P. O. Box 1111 (36101-1111)  
Montgomery, AL

Buyer: Samuel Poole  
2305 Chappell Drive  
Montgomery, AL 36108

9. In the event it becomes necessary for either Seller or Buyer to employ the services of an attorney to enforce any term, covenant or provisions of this Agreement, then each party agrees to pay their own attorney's fees in connection with such action.

10. Buyer hereby agrees to abide by the following condition:

*The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the property to Seller, shall be available to Seller. In the event Seller elects for the property to revert to it, upon thirty (30) days*

written notice to Purchaser, title to the Property together with any improvements shall automatically revert to the Seller and Purchaser shall execute and deliver a statutory warranty deed re-conveying property to 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 10 SHALL SURVIVE THE CLOSING AND SHALL BE DEEMED TO RUN WITH THE LAND.**

11. 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 verbal understandings or agreements which in any way 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its officers thereunto duly authorized as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**SELLER:**

**CITY OF MONTGOMERY**

By: \_\_\_\_\_  
Todd Strange  
As Its Mayor

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**BUYER:**

**SAMUEL POOLE**

By: \_\_\_\_\_  
As Its: \_\_\_\_\_

**EXHIBIT C**

**STATUTORY WARRANTY DEED**

This Instrument Was Prepared By:  
**James G. Martin, Jr.**  
**Attorney at Law**  
**8429 Crossland Loop**  
**Montgomery, Alabama 36117**  
**Phone (334) 270-1211**

Send Tax Notice To:  
**Samuel Poole**  
**2305 Chappell Drive**  
**Montgomery, AL 36108**

**STATUTORY WARRANTY DEED**

**STATE OF ALABAMA**            )  
**MONTGOMERY COUNTY**    )

This Deed made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between CITY OF MONTGOMERY, an Alabama municipal corporation (hereinafter referred to as "GRANTOR") and SAMUEL POOLE, his heirs, successors and assigns (hereinafter referred to as "GRANTEE"),

**WITNESSETH:**

WHEREAS the City Council of the City of Montgomery, Alabama, by Ordinance # \_\_\_\_\_ (Attached hereto as Exhibit "B") duly, properly and legally made and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, and entered on its minutes directing the disposal and declaring the hereinafter described real property as surplus and not needed for

public or municipal purposes and directing Todd Strange, its Mayor, to make title thereto, which Ordinance has been duly and legally advertised in accordance to the laws and statutes of the State of Alabama, and no objection having been made to said Ordinance, the hereinafter described property located in the City and County of Montgomery, Alabama, more particularly described on Exhibit "A", attached hereto (the "Property") to be conveyed by a statutory warranty deed.

Source of Title: RLPY4066 Page 1; Rlpy Book 1791 Page 772; Parcel No: 11-06-13-2-001-010.000

WHEREAS, GRANTOR is now desirous of having the title to the Property conveyed to GRANTEE in accordance with the terms and conditions of the above-referred to Ordinance.

NOW, THEREFORE, in consideration of One Thousand Four Hundred and no/100 dollars (\$1,400.00), the undersigned, City of Montgomery, Alabama, an Alabama municipal corporation, by its Mayor, does hereby grant, bargain, sell and convey unto the said GRANTEE, all of GRANTOR's right, title, interest, and claim in or to the real estate described in Exhibit "A", which is attached hereto, incorporated herein and made a part hereof as though set forth in full herein, together with all of GRANTOR's right, title and interest in and to any and all fixtures and improvements situated thereon and all of GRANTOR's right, title and interest in and to any and all rights, easements, appurtenances and hereditaments thereunto appertaining.

This conveyance is subject to:

- (i) all (if any) covenants, restrictions, reservations, easements, rights-of-way, agreements and other matters that appear of record in the Office of the Judge of Probate of Montgomery County, Alabama, and all (if any) encroachments, joint driveways, party walls, easements, rights-of-way or other matters which could be revealed by an accurate survey and physical inspection of said Property; and
- (ii) by its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants that Grantee accepts the Property "AS IS" and "WITH ALL FAULTS," and 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.
- (iii) ALL provisions of the Purchase/Sale Agreement shall survive the closing, including but not limited to Paragraph 10.

TO HAVE AND TO HOLD to the said GRANTEE, and to its successors and assigns in fee simple forever.

IN WITNESS WHEREOF, the said GRANTOR has caused its name to be affixed hereto by Todd Strange, its Mayor, who is authorized, and has caused the same to be attested by Brenda Gale Blalock, its City Clerk, and its corporate seal affixed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017

**CITY OF MONTGOMERY**

By: \_\_\_\_\_  
Name: Todd Strange  
Its: Mayor

ATTEST:

By: \_\_\_\_\_  
Name: Brenda Gale Blalock  
Its: City Clerk

THE STATE OF ALABAMA            )  
MONTGOMERY COUNTY            )

I \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that Todd Strange and Brenda Gale Blalock, whose names as Mayor and City Clerk, respectively of the City of Montgomery, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed

of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Montgomery, an Alabama municipal corporation.

Given under my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

SEAL

\_\_\_\_\_  
NOTARY PUBLIC

INFORMATION REQUIRED BY CODE OF ALABAMA 1975, SECTION 40-22-1:

Property Address: 446 Clayton Parkway, Montgomery, AL 36104

Grantor's Name: City of Montgomery

Grantor's Address: 103 N. Perry St., Montgomery, AL 36104

Grantee's Name: Samuel Poole

Grantee's Address: 2305 Chappell Dr; Montgomery, AL 36108

Purchase Price/Value: \$1,400.00

Date of Sale:

The purchase price/value claimed above can be verified by sales contract or closing statement between the parties or in the case of value by tax assessor records.

#### EXHIBIT A

446 CLAYTON PARK Street Address: 446 Clayton Parkway, Montgomery, AL 36104  
Legal Description: RANDOLPH PLAT LOT 16B BLOCK 37 BOOK 001 PAGE 053  
Being and intended to be and include all land that is part of Parcel #1106132001010000.

**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:**

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

**ORDINANCE NO. 32-2017**

**AN ORDINANCE AUTHORIZING PURCHASE AND SALE AGREEMENT  
AND SALE OF REAL ESTATE OWNED BY CITY OF MONTGOMERY**

**17 ELIZABETH STREET**

WHEREAS, the City of Montgomery, Alabama ("City") owns certain real property located in the City and County of Montgomery, as more particularly described in Exhibit "A" attached hereto ("Property"); and

WHEREAS, the Property is surplus property no longer needed for public or municipal purposes, and it is in the public's best interest that any right, title and interest the City may have in and to the said Property be transferred and conveyed to MANHOOD INC. with rights of ingress/egress thereto; and

WHEREAS, the City of Montgomery and MANHOOD INC. have entered into a Purchase and Sale Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, copy attached as Exhibit "B", subject to the approval of the City Council, wherein the City agreed to sell and MANHOOD INC., Sigma Phi Chapter has agreed to purchase this Property for a total purchase price \$1,000.00 the certain real Property, more particularly described in Exhibit A.

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 and Sale Agreement attached as Exhibit "B" and said Purchase and Sale

Agreement is hereby approved and Todd Strange, as Mayor, is hereby authorized to sign and execute said Purchase and Sale Agreement and to enter into and to execute a Statutory Warranty Deed in the form attached as Exhibit "C." 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. **The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the property to Seller, shall be available to Seller. In the event Seller elects for the property to revert to it, upon thirty (30) days written notice to Purchaser, title to the Property together with any improvements shall automatically revert to the Seller and Purchaser shall execute and deliver a statutory warranty deed re-conveying property to 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.**

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

**EXHIBIT A**

**17 ELIZABETH STREET**

Street Address: 17 Elizabeth Street, Montgomery, AL 36104 Legal Description: FORD PLAT LOT 16 BLOCK 3 BOOK 001 PAGE065 and which has historically been described as Lot 16, in Block 3, according to the Plat of the Ford Property, as the same appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 1, at Page 65. Being and intended to be and include all land that is part of Parcel #031106134008002000.

EXHIBIT B

PURCHASE / SALE AGREEMENT

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 MANHOOD INC. (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 at:

Street Address: 17 Elizabeth Street, Montgomery, AL 36104

Legal Description: FORD PLAT LOT 16 BLOCK 3 BOOK 001 PAGE065

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. The purchase price of the Property (the "Purchase Price") shall be \$ 1,000.00 (One Thousand Dollars and no/100). The Purchase Price shall be payable by Buyer as follows:

(a) The sum of Two Hundred and No/100 Dollars (\$200.00), as Earnest Money (the "Earnest Money"), to be deposited by Buyer with Martin Closing Services, LLC / James G. Martin, Jr., attorney at law, as escrow agent (the "Escrow Agent"), within two (2) business days after Buyer's receipt of a fully executed copy of this Agreement.

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

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

2.1 If without fault on the part of the Seller, Buyer fails to close pursuant to Section 5 or to perform in accordance with the terms hereof, Buyer agrees and consents that the Earnest Money may be awarded to and retained by Seller, at Seller's sole option.

### 3. INSPECTION PERIOD and RIGHT OF ENTRY:

3.1 Buyer shall have a period of fifteen (15) 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. During the Inspection Period, 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.

### 4. TITLE AND CLOSING:

4.1 Upon approval by the Montgomery City Council of the proposed sale, Seller shall within ten (10) days provide Buyer with an abstract of title, title opinion or other evidence of title dating back at least fifty (50) years commencing with a U.S. patent or a patent issued by the State of Alabama, which shall be updated demonstrating fee simple marketable title free and clear of all liens and encumbrances except as herein stated, as of the date of closing. Buyer shall have ten (10) days to examine said abstract. Should Seller's title reveal any legal defects in the title, Buyer shall furnish Seller with a written statement of legal defects and Seller shall have sixty (60) days after the receipt of such objections to satisfy all valid title objections, and if Seller fails to satisfy such objections within said sixty day period, then at the option of the Buyer, evidenced by written notice to Seller given within five (5) days after the expiration of said sixty (60) day period, Buyer may (i) choose to rescind this contract and receive the return of the Earnest Money; or (ii) elect to close the Property and receive the deed required herein from Seller irrespective of such title objections without reduction of the purchase price, except that liens affecting the Property which are dischargeable by the payment of money are to be paid and satisfied at closing out of the purchase price.

4.2 If Buyer approves the title, the sale shall be closed within fifteen (15) days. The sale shall be closed at the office of the attorney for the Seller in Montgomery, Alabama, at a time and date designated by Buyer. At closing, Seller shall deliver to Buyer a Statutory Warranty Deed, conveying to Buyer a good and marketable, indefeasible fee simple title in and to the Property, free and clear of all encumbrances, subject only to zoning and exceptions acceptable to or otherwise waived by Buyer. At closing, Buyer shall pay by cashiers or certified check or wire transfer the Purchase Price, with the Earnest Money, if any, credited against and deducted from the Purchase Price. Seller shall contribute up to \$300.00 towards closing costs. Buyer shall be responsible for any other closing costs in excess of Seller contribution. Seller shall pay its own attorney's fee and any costs of closing not specifically apportioned herein. Ad valorem property taxes, if any, shall be prorated as of date of closing. 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.

5. If Seller has complied with all of its obligations herein contained, and all of the conditions herein have been satisfied, but Buyer fails to proceed with the purchase of the Property, then Seller, as its sole remedy, may terminate the contract and the Earnest Money, if any, shall be awarded and paid to the Seller as liquidated damages. If Seller defaults, violates, or breaches any of its warranties, covenants, obligations and representations herein provided, then in such event Buyer may, as its sole remedy declare this Agreement cancelled and of no further force and effect and promptly receive a return of the Earnest Money.

6. Seller warrants and represents to Buyer and Buyer warrants to Seller that there are brokerage fees, commissions, or charges owed in connection with the transaction contemplated to Exit Hodges Realty. The listing company is Exit Hodges Realty and it is an agent of the Seller. The selling company is Exit Hodges Realty and it is assisting the buyer/seller as a transactional broker.

7. 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.

8. Any notice permitted or required to be given hereunder, including without limitation notice of the exercise or termination of this Agreement, shall be made in writing sent to receiving party at the address set forth below by Certified Mail, return receipt requested, and shall be deemed given by either party to the other when the same is deposited in the United States Mail as Certified, return receipt requested with postage prepaid sufficient to deliver to its addressed destination whether or not the receiving party receives the same. The addresses of the parties are as follows:

Seller: City of Montgomery, Alabama  
Attention:  
103 North Perry Street (36104)  
P. O. Box 1111 (36101-1111)  
Montgomery, AL

Buyer: Manhood Inc.  
910 South Court Street  
Montgomery, AL 36104

9. In the event it becomes necessary for either Seller or Buyer to employ the services of an attorney to enforce any term, covenant or provisions of this Agreement, then each party agrees to pay their own attorney's fees in connection with such action.

10. Buyer hereby agrees to abide by the following condition:

*The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the property to Seller, shall be available to Seller. In the event Seller elects for the property to revert to it, upon thirty (30) days written notice to Purchaser, title to the Property together with any improvements shall automatically revert to the Seller and Purchaser shall execute and deliver a statutory warranty deed re-conveying property to 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 10 SHALL SURVIVE THE CLOSING AND SHALL BE DEEMED TO RUN WITH THE LAND.*

11. 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 verbal understandings or agreements which in any way 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its officers thereunto duly authorized as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**SELLER:**

**CITY OF MONTGOMERY**

By: \_\_\_\_\_  
Todd Strange  
As Its Mayor

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**BUYER:**

**MANHOOD INC.**

By: \_\_\_\_\_  
As Its: \_\_\_\_\_

**EXHIBIT C**

**STATUTORY WARRANTY DEED**

This Instrument Was Prepared By:  
**James G. Martin, Jr.**  
**Attorney at Law**  
**8429 Crossland Loop**  
**Montgomery, Alabama 36117**  
**Phone (334) 270-1211**

Send Tax Notice To:  
**Manhood Inc.**  
**910 South Court Street**  
**Montgomery, AL 36104**

**STATUTORY WARRANTY DEED**

**STATE OF ALABAMA**            )  
**MONTGOMERY COUNTY**    )

This Deed made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between CITY OF MONTGOMERY, an Alabama municipal corporation (hereinafter referred to as "GRANTOR") and MANHOOD INC. (hereinafter referred to as "GRANTEE"),

**WITNESSETH:**

WHEREAS the City Council of the City of Montgomery, Alabama, by Ordinance # \_\_\_\_\_ (Attached hereto as Exhibit "B") duly, properly and legally made and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, and entered on its minutes directing the disposal and declaring the hereinafter described real property as surplus and not needed for public or municipal purposes and directing Todd Strange, its Mayor, to make title thereto, which Ordinance has been duly and legally advertised in accordance to the laws and statutes of the State of Alabama, and no objection having been made to said Ordinance, the hereinafter described property located in the City and County of Montgomery, Alabama, more particularly described on Exhibit "A", attached hereto (the "Property") to be conveyed by a statutory warranty deed.

WHEREAS, GRANTOR is now desirous of having the title to the Property conveyed to GRANTEE in accordance with the terms and conditions of the above-referred to Ordinance.

NOW, THEREFORE, in consideration of One Thousand and no/100 dollars (\$1,000.00), the undersigned, City of Montgomery, Alabama, an Alabama municipal corporation, by its Mayor, does hereby grant, bargain, sell and convey unto the said GRANTEE, all of GRANTOR's right, title, interest, and claim in or to the real estate described in Exhibit "A", which is attached hereto, incorporated herein and made a part hereof as though set forth in full herein, together with all of GRANTOR's right, title and interest in and to any and all fixtures and improvements situated thereon and all of GRANTOR's right, title and interest in and to any and all rights, easements, appurtenances and hereditaments thereunto appertaining.

This conveyance is subject to:

(i) all (if any) covenants, restrictions, reservations, easements, rights-of-way, agreements and other matters that appear of record in the Office of the Judge of Probate of Montgomery County, Alabama, and all (if any) encroachments, joint driveways, party walls, easements, rights-of-way or other matters which could be revealed by an accurate survey and physical inspection of said Property; and

(ii) by its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants that Grantee accepts the Property "AS IS" and "WITH ALL FAULTS," and 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.

(iii) ALL provisions of the Purchase/Sale Agreement shall survive the closing, including but not limited to Paragraph 10.

TO HAVE AND TO HOLD to the said GRANTEE, and to its successors and assigns in fee simple forever.

IN WITNESS WHEREOF, the said GRANTOR has caused its name to be affixed hereto by Todd Strange, its Mayor, who is authorized, and has caused the same to be attested by Brenda Gale Blalock, its City Clerk, and its corporate seal affixed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017

**CITY OF MONTGOMERY**

By: \_\_\_\_\_

Name: Todd Strange

Its: Mayor

ATTEST:

By: \_\_\_\_\_

Name: Brenda Gale Blalock

Its: City Clerk

**EXHIBIT A**

17 ELIZABETH STREET

Street Address: 17 Elizabeth Street, Montgomery, AL 36104 Legal Description: FORD PLAT LOT 16 BLOCK 3 BOOK 001 PAGE065 and which has historically been described as Lot 16, in Block 3, according to the Plat of the Ford Property, as the same appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 1, at Page 65. Being and intended to be and include all land that is part of Parcel #031106134008002000.

**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:**

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

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**PETITION FOR ASSENT TO VACATION OF STREET REMNANT**

Now comes Roosevelt Lewis, joining with Isaiah Sankey and Johnnie Sankey, and respectfully petition the City Council of the City of Montgomery, Alabama, to give its assent and approval to the Declaration of Vacation of the remnant of certain property located in Montgomery, Alabama more specifically described in said Declaration, attached hereto as Exhibit "A" and incorporated herein by reference.

Dated this 10<sup>th</sup> day of March, 2017.

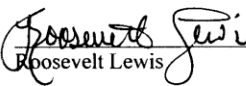
  
Roosevelt Lewis



Exhibit "A"

STATE OF ALABAMA        }  
MONTGOMERY COUNTY    }

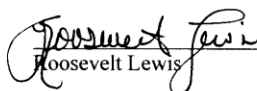
DECLARATION OF VACATION  
OF AN ALLEY SOUTH OF  
MILDRED STREET

KNOW ALL MEN BY THESE PRESENTS, the undersigned, Roosevelt Lewis, joining with Isaiah Sankey and Johnnie Sankey as owners of all of the lands abutting the hereinafter described right-of-way, and consenting to vacate and close the same to the public, does hereby declare to be vacated and closed, the following described right-of-way in the City of Montgomery, County of Montgomery, Alabama, described as follows:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF MILDRED STREET AND THE NORTHEAST CORNER OF LOT 1 ACCORDING TO THE SAYRE ESTATE PLAT, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MONTGOMERY COUNTY, ALABAMA IN PLAT BOOK 18 AT PAGE 205; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY 29 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 140 FEET ALONG A LINE PARALLEL TO THE EAST BOUNDARY OF SAID LOT 1 TO A POINT; THENCE WEST 9.5 FEET ALONG A LINE THAT IS PARALLEL TO THE SOUTH BOUNDARY OF SAID LOT 1 TO A POINT; THENCE NORTH 140 FEET ALONG A LINE THAT IS PARALLEL TO THE WEST BOUNDARY OF SAID LOT 1 TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY OF MILDRED STREET; THENCE EAST 9.5 FEET ALONG SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING.

This vacation does not deprive other property owners of such right as they may have to the convenient and reasonable means of ingress and egress to and from their property.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that the grantor, their heirs and assigns, shall not build or erect, nor shall they permit the building or erection of any structure on or over the right-of-way herein conveyed that will interfere with the use of same in any way.

  
Roosevelt Lewis

STATE OF ALABAMA }  
MONTGOMERY COUNTY }

I, Charlene Jarrett, A Notary Public in and for said County in said State, hereby certify that, Roosevelt Lewis, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand this the 10 day of March, 2017.

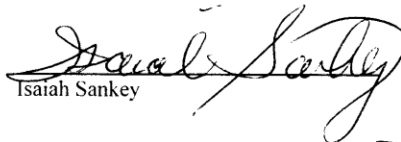
  
NOTARY PUBLIC

My Commission Expires 12/05/2020

**PETITION FOR ASSENT TO VACATION OF STREET REMNANT**

Now come Isaiah Sankey and Johnnie Sankey and respectfully petition the City Council of the City of Montgomery, Alabama, to give its assent and approval to the Declaration of Vacation of the remnant of certain property located in Montgomery, Alabama more specifically described in said Declaration, attached hereto as Exhibit "A" and incorporated herein by reference.

Dated this 6 day of January, 2017.

  
Isaiah Sankey

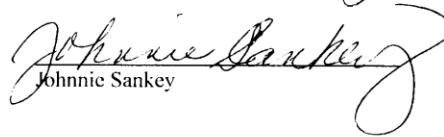
  
Johnnie Sankey

Exhibit "A"

STATE OF ALABAMA        }  
MONTGOMERY COUNTY    }

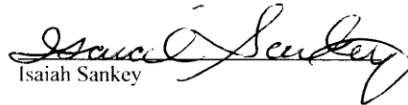
DECLARATION OF VACATION  
OF AN ALLEY SOUTH OF  
MILDRED STREET

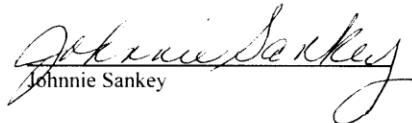
KNOW ALL MEN BY THESE PRESENTS, the undersigned, Isaiah Sankey and Johnnie Sankey, being owners of all of the lands abutting the hereinafter described right-of-way, and desiring to vacate and close the same to the public, do hereby declare to be vacated and closed, the following described right-of-way in the City of Montgomery, County of Montgomery, Alabama, described as follows:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF MILDRED STREET AND THE NORTHEAST CORNER OF LOT 1 ACCORDING TO THE SAYRE ESTATE PLAT, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MONTGOMERY COUNTY, ALABAMA IN PLAT BOOK 18 AT PAGE 205; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY 29 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 140 FEET ALONG A LINE PARALLEL TO THE EAST BOUNDARY OF SAID LOT 1 TO A POINT; THENCE WEST 9.5 FEET ALONG A LINE THAT IS PARALLEL TO THE SOUTH BOUNDARY OF SAID LOT 1 TO A POINT; THENCE NORTH 140 FEET ALONG A LINE THAT IS PARALLEL TO THE WEST BOUNDARY OF SAID LOT 1 TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY OF MILDRED STREET; THENCE EAST 9.5 FEET ALONG SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING.

This vacation does not deprive other property owners of such right as they may have to the convenient and reasonable means of ingress and egress to and from their property.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that the grantor, their heirs and assigns, shall not build or erect, nor shall they permit the building or erection of any structure on or over the right-of-way herein conveyed that will interfere with the use of same in any way.

  
Isaiah Sankey

  
Johnnie Sankey

STATE OF ALABAMA }  
MONTGOMERY COUNTY }

I, Lisa C Herring, A Notary Public in and for said County in said State, hereby certify that, Isaiah Sankey, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand this the 6<sup>th</sup> day of January, 2017.

Lisa C Herring  
NOTARY PUBLIC

STATE OF ALABAMA }  
MONTGOMERY COUNTY }

I, Lisa C Herring, A Notary Public in and for said County in said State, hereby certify that, Johnnie Sankey, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand this the 6<sup>th</sup> day of January, 2017.

Lisa C Herring  
NOTARY PUBLIC

**The following resolution was introduced:**

**RESOLUTION NO. 56-2017**

**A RESOLUTION ASSENTING TO THE VACATION  
OF AN ALLEY SOUTH OF MILDRED STREET**

**WHEREAS, Roosevelt Lewis, Isaiah Sankey and Johnnie Sankey, being the owners of all the lands abutting the hereinafter described property within the City of Montgomery, Alabama, known as an alley south of Mildred Street, Montgomery, Alabama being more particularly described as follows:**

**COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF MILDRED STREET AND THE NORTHEAST CORNER OF LOT 1 ACCORDING TO THE SAYRE ESTATE PLAT, AS RECORDED IN THE OFFICE OF THE JUDGE OF**

PROBATE OF MONTGOMERY COUNTY, ALABAMA IN PLAT BOOK 18 AT PAGE 205; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY 29 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 140 FEET ALONG A LINE PARALLEL TO THE EAST BOUNDARY OF SAID LOT 1 TO A POINT; THENCE WEST 9.5 FEET ALONG A LINE THAT IS PARALLEL TO THE SOUTH BOUNDARY OF SAID LOT 1 TO A POINT; THENCE NORTH 140 FEET ALONG A LINE THAT IS PARALLEL TO THE WEST BOUNDARY OF SAID LOT 1 TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY OF MILDRED STREET; THENCE EAST 9.5 FEET ALONG SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING.

WHEREAS, Roosevelt Lewis, Isaiah Sankey and Johnnie Sankey, have submitted a petition to the City of Montgomery for its assent in the vacation of the above described alley, divesting any and all rights which the public may have in and to said street portion, and this body's assent thereto; and

WHEREAS, Roosevelt Lewis, Isaiah Sankey and Johnnie Sankey, executed a Declaration of Vacation attached as Exhibit A or the portions of the alley described above; and

WHEREAS, the City Council of the City of Montgomery, Alabama finds that a convenient and reasonable means of ingress and egress is afforded all property owners of the area in which these street portions are located by the remaining streets and avenues therein located; and

WHEREAS, it is made known to the City Council of the City of Montgomery, Alabama that public utilities most generally affected by closing and vacating said streets, namely Alabama Gas Corporation, A.T.& T Alabama, Centurytel Solutions, LLC, Dixie Electric Cooperative, Montgomery Water Works and Sanitary Sewer Board, Charter Cable, Alabama Power, Centurytel Fiber, TW Telecom, Inc. or WOW Cable have indicated their assent and agreement to the closing and vacation of said street portions by statement expressing such willingness submitted with the Petition for Assent to Vacation; and

NOW THEREFORE, be it resolved by the City Council of the City of Montgomery, Alabama, that the vacation and closing of the said street portions described above, lying and being within the city limits of the City of Montgomery, which is requested in accordance with §§35-2-54 and 35-2-57 of the Alabama Code (1975), is in the public's interest, and is hereby assented to, acquiesced in, and authorized by the City Council of the City of Montgomery, Alabama.

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:

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

**RESOLUTION NO. 57-2017**

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

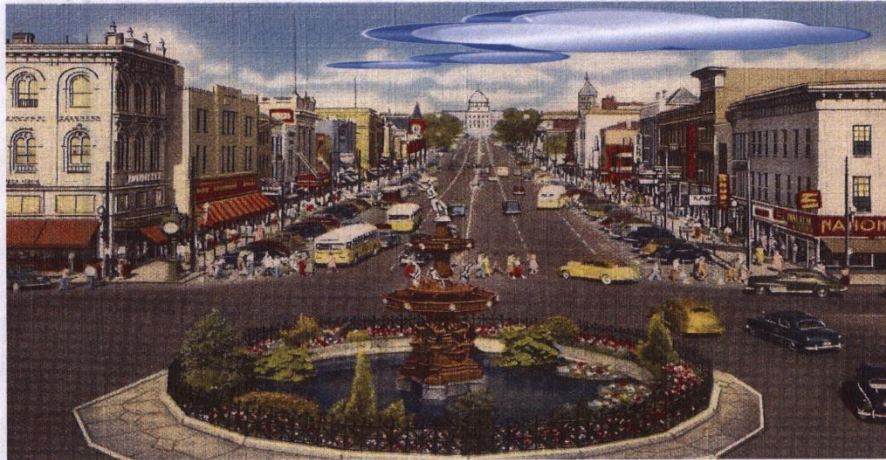
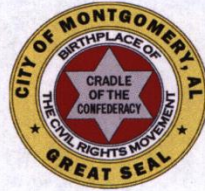
**WHEREAS, the City of Montgomery has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the Federal programs:**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Mayor Todd Strange is hereby authorized to act as the City of Montgomery's official representative in connection with the proposed (subject to HUD final approval) amendment to the City's Citizen Participation Plan as advertised and attached hereto as Exhibit A; to approve such Amendment; and, to provide any additional information as may be required.**

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# The City of Montgomery, Alabama **DRAFT AMENDED** Citizen Participation Plan

Mayor Todd Strange



Prepared by the  
City of Montgomery  
The Department of Planning  
Community Development Division



## City Council Members



<b>Councilman Richard Bollinger</b>	<b>District 1</b>
<b>Councilman Brantley Lyons</b>	<b>District 2</b>
<b>Councilman Tracy Larkin</b>	<b>District 3</b>
<b>Councilman David Burkette</b>	<b>District 4</b>
<b>Councilman William Green</b>	<b>District 5</b>
<b>Councilman Fred Bell</b>	<b>District 6</b>
<b>Councilman Arch Lee</b>	<b>District 7</b>
<b>Councilman Glen Pruitt, Jr.</b>	<b>District 8</b>
<b>Councilman Charles Jinright</b>	<b>District 9</b>

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## City of Montgomery, Alabama Citizen Participation Plan

### Section 1: Introduction

This Citizen Participation Plan (CPP) sets forth the City of Montgomery, Alabama's (hereafter referred to as the City of Montgomery) policies and procedures for citizen participation for the use of Community Development Block Grants (CDBG), HOME Investment Partnership Act (HOME), Emergency Shelter Grants (ESG), Section 108 Economic Development Loan funds, and other state or federal funds available to the City of Montgomery. The Citizen Participation Plan provides an opportunity for the community to work in partnership with the City to identify needs, allocation of funds awarded for such grants, as well as make comments during the public hearing and application process.

The City of Montgomery holds the following standards regarding citizen involvement:

1. All citizen participation will be an open process.
2. Involvement of low and moderate-income persons, minorities, project area residents, elderly, handicapped and others is to be evident.
3. Reasonable efforts to ensure continuity of involvement of citizens throughout all stages of the CDBG, HOME and ESG programs are to be evident.
4. Timely and adequate information is to be given to citizens.
5. Citizens are encouraged to submit their views and proposals regarding the Five-Year Consolidated, the Annual Action Plan and use of CDBG, HOME, ESG and other applicable funds.

While the Citizen Participation Plan will aim to ensure the participation of all residents, special assurances will be made to ensure the participation of the following groups:

- Extremely low, low-and-moderate-income persons;
- Persons living in areas where CDBG, HOME, ESG, and Section 108 Economic Development Loan funds, and other competitive funds are proposed to be used;
- Residents of publicly assisted housing;
- Low-income residents of target neighborhoods;
- Minorities;
- Non-English speaking persons; and
- Persons with physical disabilities.

## Section 2: Definitions

For purpose of the CDBG, HOME, and ESG programs, the following definitions will apply:

- A. **Community Development Block Grant (CDBG):** A grant program administered by the U.S. Department of Housing and Urban Development (HUD). This grant allots money to cities and counties for housing rehabilitation, affordable housing assistance, community services, and community development activities (including community facilities and economic development).
- B. **HOME Investment Partnership Program (HOME):** A grant program administered by HUD and is allocated to cities and counties for affordable housing development. Eligible activities include housing development and rehabilitation, and homebuyer assistance.
- C. **Emergency Shelter Grant Program (ESG):** A grant program administered by HUD and is allocated to cities and counties to provide homeless persons with basic shelter and essential supportive services. It can assist with the operational costs of the shelter facility and for the administration of the grant. ESG also provides short-term homeless prevention assistance to persons at imminent risk of losing their own housing due to eviction, foreclosure, or utility shutoffs.
- D. **Section 108 Loan Guarantee Program:** The Section 108 Loan Guarantee Program is a grant program administered by HUD under the CDBG program that serves as a source of financing allotted for economic development, housing rehabilitation, public facilities rehab, construction or installation for the benefit of low- to moderate-income persons, or to aid in the prevention of slums and blight.
- E. **Consolidated Plan (CP):** The Consolidated Plan is a five-year planning document for the CDBG, HOME and ESG programs. The CP must contain housing and community development needs assessment, a five-year strategic plan to address the needs identified, a one-year action plan to identify specific activities and planned use of CDBG, HOME and ESG funds. The CP is due at HUD 45 days before the beginning of a program year. The City of Montgomery CDBG, HOME and ESG programs begin annually on May 1<sup>st</sup>, making the CP due at HUD no later than March 17<sup>th</sup> of each year.
- F. **Annual Action Plan:** The Action Plans are annual components of the Consolidated Plan that specifically describe how the City of Montgomery will spend CDBG, HOME and ESG funds over a one-year period for activities serving low-and moderate –income persons, the homeless, and persons with special needs.
- G. **Consolidated Annual Performance Evaluation Report (CAPER):** CAPER is an annual report summarizing the City’s progress in implementing the Consolidated Plan. The CAPER is due at HUD 90 days after the close of a program year. For the City of Montgomery, each program year ends on April 30<sup>th</sup>, making the CAPER due at HUD no later than July 30<sup>th</sup> of each year.

H. **Median Family Income (MFI):** HUD surveys major metropolitan areas annually to development an index of median family income by household size.

I. **Low-and Moderate-Income Households:** Pursuant to HUD regulations, the primary beneficiaries of the CDBG and HOME programs should be low- and moderate-income households, defined by HUD as follows:

**Extremely Low-Income** - 0-30% County Median family income (MFI) adjusted for household size.

**Low-Income** - 31-50% County MFI adjusted for household size.

**Moderate-Income** - 51-80% County MFI adjusted for household size.

**Low-and-Moderate-Income Neighborhood** - Generally defined as a census tract(s) or block group(s) in which a minimum of 51 percent of the residents have an income not exceeding 80 percent of the area median family income.

**Slum or Blighted Area** - An area that meets the definition of a slum, blighted, deteriorated or deteriorating area under State or local law, typically identified as Redevelopment Project Areas, or where a substantial number of deteriorating or dilapidated buildings or improvements are present throughout the area.

**Publicly Assisted Housing Developments-** Housing projects (either rental or ownership housing) developed with the assistance of public funds such as HOME, CDBG, and redevelopment set-aside funds.

J. **Affirmatively Furthering Fair Housing:** Affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws.

### Section 3: Citizen Involvement

#### Citizen Participation Plan (CPP)

The City of Montgomery recognizes that CDBG, HOME and ESG funds are tax money returned to the City to be used primarily to benefit extremely low-, low-, and moderate-income persons. City staff and officials are stewards of these public monies and will openly discuss all records, except those confidential records protecting a household's privacy. The City presents the following Citizen Participation Plan (CPP), in accordance with 24 CFR Parts 91, et al.

#### Involvement

The Citizen Participation Plan seeks to involve the participation of citizens, social service agencies and other nonprofit entities of the City of Montgomery in the development and adoption of the Consolidated Plan, the Action Plan, any substantial amendments, and the Consolidated Annual Performance Evaluation Report (CAPER). In addition, efforts will be made to focus on

the involvement of low- and moderate-income persons, those persons living in slum and blighted areas, persons living in low- and moderate-income areas and persons living in areas where CDBG, HOME and ESG funds are proposed to be used. The Citizen Participation Plan consists of a number of elements designed to foster community involvement as specified in each section of the Plan.

Pursuant to HUD regulations, the City will conduct a minimum of two hearings annually at different stages in the CDBG/HOME/ESG program year (May 1 through April 30). The City will conduct public hearings at locations and at times that are convenient to the public, especially for those persons affected by program resources, and the locations will be equipped to accommodate persons with physical disabilities. As such, all public hearings and meetings will be conducted at City Hall, the City-County Main Public Library or some other designated area with public and handicap accessibility. For non-English speakers, translation will be available at all public hearings if requested three (3) days prior to the hearing date. Other requests for reasonable accommodation (such as sign language) must be made three (3) days prior to the hearing date and the City will provide appropriate assistance to the extent feasible.

**Schedule for Review and Adoption of Consolidated, Annual Action Plan and CAPER**

The schedule for review and adoption of the Consolidated Plan, Annual Action Plan and Consolidated Annual Performance and Evaluation Report is as follows:

- July/August                      Advertise Notice of Public Hearing for development of Annual Action Plan and Consolidated Plan (If Necessary) for the HUD CDBG, HOME, and ESG Programs
- September/October            Conduct Public Hearing(s) and Technical Assistance Workshop(s) For Annual Action Plan and Consolidated Plan (If Applicable) for the CDBG, HOME, and ESG
- September /October           Review and Respond to Public Comments  
Accept Applications for Annual Action Plan
- October/November            Review Applications for Annual Action Plan
- December                        Submit Recommended Proposed Projects and/or Programs Funding for Annual Action Plan and Consolidated Plan (if Applicable) to Mayor and City Council
- December/January            Publicly Advertise Proposed Projects/Programs for Annual Action Plan and Consolidated Plan (If Applicable)
- January/February              Review and Respond to Public Comments, Complete Action Plan and Consolidated Plan (If Applicable) and submit to Mayor and City Council for Approval/Resolution

- March Office by Submit Consolidated/Action Plan with Public Comments to HUD  
March 17<sup>th</sup> for Review (Up to 45 Days for Approval Response)
- April Mail Official Award and Denied Correspondence from Mayor's Office
- April Conduct Subrecipient Workshop
- May New Program Year Begins May 1<sup>st</sup> Subject to Environmental Review Clearance from the Community Development Office\*\*\*
- May Begin CAPER Report Process
- June Public Advertisement of Section 3 Report
- June Complete CAPER and Publicly Advertise for Review and Comments (15 Day Comment Period)
- July Review and Respond to Public Comments and Submit CAPER to HUD by July 30<sup>th</sup> for Approval

\*\*\*No Program May Start Implementation of Project Or Enter Into Contract/Agreement Until Notification Of Award And Environmental Clearance Provided By The Community Development Division\*\* This schedule is subject to change.

#### **Adoption of the Citizen Participation Plan**

Prior to the adoption of the Citizen Participation Plan, implementation of the following public comment, review, and adoption procedures will ensure that all citizens have a chance to participate in development of the Plan.

The City of Montgomery will provide a notice of the 30-day public review period on the Citizen Participation Plan in the Montgomery Advertiser. The proposed Citizen Participation Plan will be available for public review at the following locations:

- Lobby of the City of Montgomery Municipal City Hall- 103 North Perry Street
- The City of Montgomery -Department of Planning- 25 Washington Ave, 4<sup>th</sup> Floor
- The Montgomery City-County Library at the following locations:
  - Juliette Hampton Morgan Memorial Library-245 High Street
  - Rufus A. Lewis Regional Library-3095 Mobile Highway
  - Coliseum Boulevard Branch Library-840 Coliseum Blvd
  - Rosa L. Parks Avenue Branch Library-1276 Rosa Parks Avenue

The proposed citizen participation plan will also be posted on the City of Montgomery's Website at [www. Montgomeryal.gov](http://www.Montgomeryal.gov). Upon request, the Plan will be made accessible to any person with



disabilities. The City will provide a reasonable number of free copies of the Citizen Participation Plan to citizens and groups that request copies. Comments or views of citizens received in writing during the public review period will be solicited by the City of Montgomery.

The Draft Plan will be adopted upon a majority vote of the City Council at a designated and publicly noticed City Council meeting. After adoption of the Plan, a final Plan will be prepared. The final Plan will include a summary of public comments and a summary of any comments not accepted and the reasons therefore, all of which will be attached to the final Citizen Participation Plan.

**Amendment of the Citizen Participation Plan**

The City of Montgomery will amend its approved Citizen Participation Plan whenever a change in the public participation process, as outlined in this plan, is proposed. An amendment to the approved Citizen Participation Plan will be reviewed and approved by the Mayor and City Council. Notice of any amendment to the Citizen Participation Plan will be published in the Montgomery Advertiser no less than 10 days prior to the review and adoption by the Mayor and City Council to allow the public an opportunity to review and comment on the amendment. Appeals concerning the amendment should follow the Appeal procedures outlined in Section 12 of this document.

**Section 4: Consolidated Plan (Five-Year Strategy and Annual Action Plan)**

**Customer Service**

In developing the Consolidated Plan and annual updates, the City of Montgomery is guided by two leading principles:

1. **Customer Service:** focus program efforts on the most critical needs.
2. **Comprehensive Approach:** achieve empowerment of individuals and families while ensuring long economic independence.

Inherent in these principals is extensive, relevant, and ongoing citizen participation. The City of Montgomery believes it is essential to have widespread, meaningful participation throughout the planning process to ensure genuine community "ownership" of the Plan.

The Consolidated Plan consists of three parts: needs assessment, housing and community development strategic plan, and an action plan. Commonly known as the Consolidated Plan, the needs assessment and housing and community development strategic plan are updated every five years. The action plan is updated annually, reflecting annual CBDG, HOME, and ESG funding allocations.

The Consolidated Plan identifies the housing and community development needs in the City of Montgomery, prioritize the needs for funding, and prescribe a comprehensive strategy for addressing the needs. To maintain relevance, an annual One-Year Action Plan is developed which includes the following elements:

- Dollar amounts proposed for each activity,
- A description and location of each activity,
- The entity responsible for implementation of each activity, and
- Time frame for each activity.

In all cases, the Consolidated Plan and Action Plan seek to minimize the displacement of residents from their homes or places of business. Three groups involved in the process of the Consolidated Plan and Action Plan development include:

- The Mayor,
- City Council, and
- Department of Planning.

The citizens of Montgomery are invited to attend and participate in the discussion of the policy at the City of Montgomery's public hearing. The date, time and location of the public hearings shall be advertised in the Montgomery Advertiser along with notices at City Hall. The City will affirmatively publicize its activities and meetings in Spanish and other languages as deemed necessary, as well as English newspapers to outreach all of the ethnic diversity of the City.

## **Section 5: Development of the Consolidated Plan (Five-Year Strategy) and Annual Action Plan**

### **Development of the Consolidated Plan**

The City of Montgomery will implement the following strategies to solicit meaningful community input in preparation of the Consolidated Plan and Action Plan. Specifically, the City will:

1. Review past year performance with the Planning Department and specifically the Community Development Staff and discuss priority needs for upcoming year(s).
2. Consult public agencies including other City staff, adjacent local governments, economic development interests, public housing community, and state and local health agencies.
3. Conduct public meetings when and where necessary to discuss and establish future priorities and goals for the Consolidated Plan and Action Plan.
4. Consult private agencies that provide health services, social services for children, elderly, disabled, homeless, persons with AIDS, victims of domestic violence, and persons with alcohol/drug abuses, etc.
5. Conduct at least one public meeting during the development of the housing and community development needs assessment.

Citizen participation during the development of the Consolidated Plan and Action Plan will take place at various sites within Council Districts of the City of Montgomery that have eligible census tracts and block group. All meetings are opened to the public. The citizens of Montgomery are invited to participate in all public meetings concerning CDBG, HOME and

ESG program funding and are encouraged to make known any comments, concern, etc., which will be recorded and become part of the comment records.

**Adoption of the Consolidated Plan (Five-Year Strategy) and Annual Action Plan**

The following procedures will ensure that all citizens have a chance to influence the final Plan. Specifically, the City will publish a notice announcing the 30-day public comment period and public hearing of the Draft Consolidated Plan and Action Plan. The notice will be published in the Montgomery Advertiser and include a summary of the Draft Consolidated Plan and Action Plan that describes the contents and purpose and a list of the locations where copies of the Draft Plan may be examined.

The Draft Consolidated Plan and Annual Action Plan will be available for public review at the following locations:

- Lobby of the City of Montgomery Municipal City Hall- 103 North Perry Street
- The City of Montgomery -Department of Planning- 25 Washington Ave, 4<sup>th</sup> Floor
- The Montgomery City-County Library at the following locations:
  - Juliette Hampton Morgan Memorial Library-245 High Street,
  - Rufus A. Lewis Regional Library-3095 Mobile Highway,
  - Coliseum Boulevard Branch Library-840 Coliseum Blvd, and
  - Rosa L. Parks Avenue Branch Library-1276 Rosa Parks Avenue.

Upon request, the Draft Consolidated Plan and Action Plan will be made accessible to any person with disabilities. The City of Montgomery will provide a reasonable number of free copies of the Draft Consolidated Plan and Action Plan to citizens and groups that request copies.

The City Council will introduce the Draft Consolidated Plan and Action Plan at a City Council meeting after the end of the 30-day review period. The Draft Consolidated Plan and Action Plan will be presented and adopted upon a majority vote and sign into Resolution. After adoption of the Plan, the final Consolidated Plan and Action Plan will be submitted to HUD. The final Plan will include a summary of public comments and a summary of any comments not accepted and the reasons therefore, all of which will be attached to the final Plan.

**Amendment of the Consolidated Plan**

The City of Montgomery may amend the adopted Consolidated Plan and Action Plan. The following outlines the criteria and procedures to be used when amending the Consolidated Plan and Action Plan.

**Substantial Amendment Criteria-Consolidated Plan (Five-Year Strategy)**

The City of Montgomery will amend its approved Consolidated Plan (Five-Year Strategy) whenever a decision is made to propose a substantial change in allocation priorities. For the purpose of the Consolidated Plan, a “substantial change” will constitute a cumulative change equal to or in excess of 20% of the City’s CDBG, HOME, and ESG entitlement for a program year.

Changes in funding priority not amounting to more than 20% of a program year will not be considered a substantial change to the Consolidated Plan; no formal amendment to the Consolidated Plan requiring public review and comment will be warranted. (For example, an amendment to the Consolidated Plan is needed if the five-year Strategy identifies only a low priority need for historic preservation, but during the five-year time frame the City decides to establish a CDBG-funded historic preservation program that amounts to more than 20% of the City's annual allocation.)

#### **Substantial Amendment Criteria-Annual Action Plan**

The City will amend its approved Action Plan whenever one of the following decisions is made:

1. To carry out an activity not previously described in the Action Plan;
2. To cancel an activity previously described in the Action Plan;
3. To increase the amount to be expended on a particular activity from the amount stated in the Action Plan by more than 20%; or
4. To substantially change the purpose, scope, location, or beneficiaries of an activity.

Changes in funding for an existing activity (project) not amounting to more than 20% will not be considered a substantial change to the Action Plan; no formal amendment to the Action Plan requiring public review and comment will be warranted.

#### **Amendment Process**

The following procedures will ensure that all citizens will have a chance to comment on the proposed amendment to the Consolidated Plan and Action Plan:

1. When necessary, a request for written concurrence is sent to the CPD Representative at the Birmingham, Alabama Field Office for the U.S. Department of Housing and Urban Development.
2. Proposed amendments are reviewed by the City of Montgomery (City Council and/or Department of Planning) at a regular or special meeting for its recommendation to the City Council.
3. Publish a notice of the 30-day public comment period on the proposed amendment to the adopted Consolidated Plan and/or Annual Action Plan. The notice will be published in the Montgomery Advertiser and include a summary of the amendment and where copies of the proposed amendment may be examined.
4. The proposed amendment will be available for public review at the following locations:
  - Lobby of the City of Montgomery Municipal City Hall- 103 North Perry Street
  - The City of Montgomery -Department of Planning- 25 Washington Ave, 4th Floor
  - The Montgomery City-County Library at the following locations:
    - Juliette Hampton Morgan Memorial Library-245 High Street,
    - Rufus A. Lewis Regional Library-3095 Mobile Highway,
    - Coliseum Boulevard Branch Library-840 Coliseum Blvd, and
    - Rosa L. Parks Avenue Branch Library-1276 Rosa Parks Avenue.

Upon request, the amendment will be made accessible to any person with disabilities. At the end of the 30-day review period, the City Council will consider adoption of the amendment upon a majority vote of the City of Montgomery's City Council. A copy of the approved amendment will be sent to the Birmingham, Alabama Field Office for the U.S. Department of Housing and Urban Development.

**Reallocation of Funds**

The Annual Action Plan contains a list of projects to be funded for the program year with funding anticipated. During each program year, however, additional funding may become available as a result of program income, projects completed below budget, or projects canceled or delayed due to a variety of reasons. Approved projects such as exterior residential and commercial façade, public facility, street paving, and infrastructure improvement projects, etc., may be created to include in the Annual Action Plan after approved by the Mayor.

**Interim Assistance Activities**

Interim Assistance Activities are those immediate activities typically involving a quick repair or temporary alleviation of a sudden emergency by performing work that would otherwise be considered ineligible. There are two types of interim assistance activities:

1. Immediate Interim repairs – These activities are to prevent further deterioration of public improvements and facilities. Permanent improvements must be made as soon as practicable. Examples are: repairing streets, sidewalks, parks, playgrounds, utilities and public buildings and neighborhood cleanup programs.
2. Alleviating Emergency Conditions which threaten public health and safety – These activities require a determination by a City Official that an emergency condition exists and requires immediate resolution. Examples include those listed above, except parks and playgrounds, and are limited to the extent necessary to alleviate the emergency.

Due to their emergent nature, interim assistance activities are exempt from the citizen participation, public hearing and legal noticing processes. The City Council is required to document the emergency nature of the activities by minute order at the time is asked to approve the activity for funding. However, these projects are not exempt from Davis-Bacon wage rates. All interim assistance activities must still meet at least one of the national objectives of the CDBG Program to be eligible.

**Section 6: Consolidated Annual Performance and Evaluation Report (CAPER)****Consolidated Annual Performance and Evaluation Report (CAPER)**

The Consolidated Annual Performance and Evaluation Report (CAPER) details the accomplishments of the Consolidated Plan and the Action Plan. The following procedures will ensure that all citizens will have a chance to comment on the CAPER. The draft CAPER will be made available to the public for viewing. The City of Montgomery will publish a notice of the 15-day public comment period of the draft CAPER. The notice will be published in the Montgomery Advertiser and will include a list of locations at which the draft CAPER can be reviewed. The draft CAPER will be available for public review at the following locations:

- Lobby of the City of Montgomery Municipal City Hall- 103 North Perry Street
- The City of Montgomery -Department of Planning- 25 Washington Ave, 4th Floor
- The Montgomery City-County Library at the following locations:
  - Juliette Hampton Morgan Memorial Library-245 High Street,
  - Rufus A. Lewis Regional Library-3095 Mobile Highway,
  - Coliseum Boulevard Branch Library-840 Coliseum Blvd, and
  - Rosa L. Parks Avenue Branch Library-1276 Rosa Parks Avenue.

Upon request, the amendment will be made accessible to any person with disabilities.

## **Section 7: The Assessment of Fair Housing**

### **Plan Development**

The City will follow the process and procedures described below in the development of its Assessment of Fair Housing (AFH):

- *HUD-approved Data for Public Review*  
The City will make available to the general public the HUD-approved data and other supplemental information that the City plans to incorporate into its AFH. The City will make this data available no later than 90 days after the initiation of the AFH document;
- *Stakeholder Consultation and Citizen Outreach*  
In the development of the AFH, the City will consult with residents and other public and private agencies including, but not limited to the following local and regional institutions, Continuum of Care, business, developers, nonprofit organizations, philanthropic organizations and community based and faith based organizations.

A variety of mechanisms may be utilized to solicit input from these entities. These include telephone or personal interviews, mail surveys, internet-based feedback and surveys, focus groups, and/or consultation workshops and

- *Public Hearing*  
To obtain the views of the general public on AFH-related data and affirmatively furthering fair housing in the City's housing and community development programs, the City will conduct at least one public hearing before the draft AFH is published for comment.

### **Draft Copy Available to Public and Comment Period**

The draft AFH will be available to the public for a period of no less than 30 calendar days to encourage public review and comment. The public notice shall include a brief summary of the content and purpose of the draft AFH, the dates of the public display and comment period, the locations where copies of the proposed document can be examined, how comments will be accepted, when the document will be considered for action by the Montgomery City Council and the anticipated submission date to HUD. In addition, the City will make available a reasonable number of free copies of the proposed document to residents and groups that request them.

**Comments Received on Draft Assessment of Fair Housing**

Written comments will be accepted by the City Contact Person, or a designee, during the 30-day public comment period. The City will consider any comments or views of City residents received in writing, or orally at the public hearings, in preparing the final AFH. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons why, will be attached to the final AFH for submission to HUD.

**Submission to HUD**

The Assessment of Fair Housing will be submitted to HUD within 30 days of adoption.

**Section 8: Revisions to the Assessment of Fair Housing****Revision Considerations**

The City will revise its AFH previously accepted by HUD under the following circumstances:

- A material change occurs. A material change is a change in circumstances in the City that affects the information on which the AFH is based to the extent that the analysis, the fair housing contributing factors, or the priorities and goals of the Assessment no longer reflect actual circumstances. Examples include, but are not limited to:
  - Presidentially declared disasters, under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), in the City that are of such a nature as to significantly impact the steps the City may need to take to affirmatively further fair housing;
  - Significant demographic changes;
  - New significant contributing factors in the City, or
  - Civil rights findings, determinations, settlements (including voluntary compliance agreements), or court orders.
- Upon HUD's written notification specifying a material change that requires the revision.

**Public Availability of the Document and Comment Period**

The draft Revised AFH will be available to the public for a period of no less than 30 calendar days to encourage public review and comment. The public notice shall include a brief summary of the revisions, the dates of the public display and comment period, the locations where copies of the proposed revised plan can be examined, how comments will be accepted, when the document will be considered for action by the City, and the anticipated submission date to HUD.

In addition, the City will make available a reasonable number of free copies of the proposed revised document to residents and groups that request it.

**Comments Received on the Draft Revised Assessment of Fair Housing**

Written comments will be accepted by the City Contact Person, or a designee, during the 30-day

public display and comment period. The City will consider any comments or views of City residents received in writing, or orally at public hearings, in preparing the final Revised AFH. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons why, will be attached to the final Revised AFH for submission to HUD.

**Submission to HUD**

The Revised Assessment of Fair Housing will be submitted to HUD within 30 calendar days following the end of the public display and comment period.

**Section 9: Notification of Public Hearings****Notification of Public Hearings**

Staff will ensure adequate advance notice of all public hearings. Adequate noticing will include:

- Printing notices in the Montgomery Advertiser at least ten days prior to the public hearings,
- Posting notices at City Hall, and
- The City of Montgomery website at [www.montgomeryal.gov](http://www.montgomeryal.gov).

**Section 10: Access to Records****Access to Records**

The City of Montgomery will provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the Consolidated Plan documents and the use of assistance during the preceding five years.

At all times during the City Hall operating hours, all information regarding the HUD programs will be made available upon request, including the Federal Regulations governing the CDBG, HOME and ESG programs, a year-by-year breakdown of the program expenditures, the most recent monthly report of the program activities, mailings and promotional material, prior years application, letters of approval from HUD, grant agreements, Citizen Participation Plan, reports required by HUD, the current proposed application, and any other documents regarding important program requirements by HUD.

During the period of planning for the next program year, information to be made available to the public will include items such as the amount of funds available to the City of Montgomery, the range of activities that may be undertaken with these funds, the kinds of activities previously funded in the City of Montgomery, the processes involved in approving the City of Montgomery's application, the role of Montgomery's citizens in the CDBG, HOME and ESG programs, and any other information necessary to participate in the process fully. A public hearing will be held concerning the application for an upcoming program year and to review the program's performance and progress. The announcement of this hearing and all other hearings concerning a new application for funds shall be announced in Spanish and other applicable languages as necessary. Requests for information and records must be made to the City of Montgomery in writing. Staff will respond to such requests within 15 working days or as soon as possible thereafter. A charge of \$.25 per page may be charged for copying documents in excess of 25 pages.



## **Section 11: Technical Assistance**

### **Technical Assistance**

Upon request, staff will provide technical assistance to groups representing extremely-low, low- and moderate-income persons to develop funding requests for CDBG HOME, and ESG eligible activities. Technical assistance will be provided as follows:

1. Answer, in writing or verbally, all inquiries received from citizens or representative groups relating to funding requests;
2. Meet with groups or individuals as appropriate, to assist in identifying specific needs and to assist in preparing request/application for assistance; and
3. Provide bi-lingual translation on as-needed basis.

## **Section 12: Comments and Complaints**

### **Comments**

Citizens or the City government, as well as agencies providing services to the community, are encouraged to state or submit their comments in the development of the Consolidated Plan/Action Plan documents and any amendments to these documents. Written and verbal comments received at public hearings or during the comment period, will be considered and summarized, and included as an attachment to the final Consolidated Plan/Action Plan documents. Written comments should be addressed to:

**City of Montgomery, Alabama**  
**Attention: Department of Planning /Community Development Division**  
**P.O. Box 1111**  
**Montgomery, Alabama 36101-1111**  
**Telephone Number: (334) 625-2997**

A written response will be made to all written comments within ten (10) business days (excluding federal holidays), acknowledging the letter and identifying a plan of action, if necessary. Every effort will be made to send a complete response within 15 business days (excluding federal holidays) to those who submit written comments.

### **Complaints**

Citizens with complaints concerning the Consolidated Plan, the Annual Action Plan, substantial amendments, Affirmative Furthering Housing (AFH) Plan and the CAPER should contact the City of Montgomery by phone or in writing within 30 days from the date the document is published for comment. Complaints concerning any CDBG-funded, HOME-funded, ESG-funded program in which the person believes access has been limited or denied, must be made within 30 days from the date of the occurrence.

Staff will review each complaint based on the information provided within the complaint and provide a complete written response within 15 business days from the date of their complaint when practicable. The City will accept written complaints provided they specify the following:

- (1) The description of the objection, and supporting facts and data, and

(2) Provide name, address, telephone number, and a date of complaint.

**The City of Montgomery**  
**Executive Assistant to the Mayor**  
**P.O. Box 1111**  
**Montgomery, Alabama 36101-1111**  
**Telephone Number: (334) 625-2000**

A record will be maintained of all complaints received and will include the nature of the complaint, City investigation of facts and evidences, referrals made, and the final disposition. Citizens may contact HUD directly if they wish to object to any part of the Consolidated Plan, Annual Action Plan or Consolidated Annual Performance or Evaluation Report (CAPER), or if they feel that they have been aggrieved by any program, activity, or procedure funded through the CDBG, HOME, and/or ESG funds. Such objections should be made to:

**U.S. Department of Housing and Urban Development**  
**Attention: Field Office Director**  
**Medical Forum Building**  
**950 22<sup>nd</sup> Street, Suite 900**  
**Birmingham, Alabama 35203**

### **Section 13: Limited English Proficiency (LEP) Assistance**

The City currently makes the following resources available at no cost to LEP individuals and families in order to provide meaningful access to the City's federally-funded programs and services.

#### **Oral Interpretation**

The City maintains a current list of bilingual staff that can provide interpretation and/or translation services in a variety of languages upon request. An interpreter will be made available at all meetings soliciting community participation or comment on federally funded programs.

#### **Written Translation**

Key program documents (brochures, application forms, public announcement) shall be translated by bilingual staff and/or outside translators as needed. The City of Montgomery's website is available in both English and Spanish and content may be translated into other languages at internet user's option using free online tools such as "Google Translate" (available at: <http://translate.google.com/#>) or similar translation services. Public announcements and program/service promotions are advertised in the Montgomery Advertiser as well as posted in designated public places as described in Section 3 in the Citizen's Participation Plan.

### **Section 14: Other Assistance**

Public hearings will be held in the City Council Chambers and other publicly assessed areas (e.g. County Libraries), which are accessible to the handicapped and disabled. Citizens with a disability who need special accommodations in order to access program information must contact the City of Montgomery, Department of Planning, and Community Development Division at least 3 working days in advance with its reasonable accommodation request.

Reasonable accommodation includes the following: providing materials in a different and/or larger typeface/font; providing materials in an alternative medium, and making special arrangements for meeting attendance.

### **Section 15: Appeals**

#### **Appeals**

Appeals concerning the Consolidated Plan documents or decisions, statements, recommendations of the staff, or disposition of complaints should be made first to the Deputy Mayor, then to the Director of Planning, the City Council, and finally to the Birmingham, Alabama Office of HUD if concerns are not answered.

### **Section 16: Anti-Displacement/Relocation**

#### **Anti-Displacement/Relocation**

In the event that any residential displacement and relocation must take place in order to carry out a program activity, the City of Montgomery ensures that it will develop an Anti-displacement and Relocation Plan in connection with that project as applicable per Federal regulations. In the event that any acquisition and relocation must take place in order to carry out a program activity, the City of Montgomery will also comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and implementing regulations of 49 CFR Part 24.

### **Section 17: Assurances**

#### **Assurances**

The City of Montgomery assures that the most diligent effort will be made to comply with the process and procedures outlined in this CPP.

**Section 18: City Council Resolution for Adoption of Citizen Participation Plan**

**NOT ADOPTED AT THIS TIME**

**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:**

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

The Clerk reported that Agenda Items No. 12 and 13 are now in compliance and resolutions 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. 58-2017**

WHEREAS, Boss Wings XIX LLC, d/b/a Wing Stop, 6518 Atlanta Highway, Suite 203, has filed an application for Retail Beer (On or Off Premises) and Retail Table Wine (On or Off Premises) 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, Boss Wings XIX LLC, d/b/a Wing Stop, 6518 Atlanta Highway, Suite 203, be and is hereby approved for Retail Beer (On or Off Premises) and Retail Table Wine (On or Off Premises) License, and concurrence in the issuance of the license by the State of Alabama Alcoholic Beverage Control Board.

Ms. Beverly Cooper was present representing this item. No one was present in opposition to 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:

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

**RESOLUTION NO. 59-2017**

WHEREAS, 4 Moon Inc., d/b/a BJ Grocery Store, 843 South Decatur 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, 4 Moon Inc., d/b/a BJ Grocery Store, 843 South Decatur Street, be and is hereby approved for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) License, and concurrence in the issuance of the license by the State of Alabama Alcoholic Beverage Control Board.

Ms. Debbie Swearingin 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:

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

**RESOLUTION NO. 60-2017**

WHEREAS, Aroma 9 Inc., d/b/a Lower Wetumpka Food Mart, 2440 Lower Wetumpka 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, Aroma 9 Inc., d/b/a Lower Wetumpka Food Mart, 2440 Lower Wetumpka Road, be and is hereby approved for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) License, and concurrence in the issuance of the license by the State of Alabama Alcoholic Beverage Control Board.

Mr. Dimpal Bahen 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:

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

**RESOLUTION NO. 61-2017**

WHEREAS, Altar Par Inc., d/b/a Fairground Food Mart, 3541 Fairground 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, Altar Par Inc., d/b/a Fairground Food Mart, 3541 Fairground Road, be and is hereby approved for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) License, and concurrence in the issuance of the license by the State of Alabama Alcoholic Beverage Control Board.

Mr. Dimpal Bahen 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:

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

**RESOLUTION NO. 62-2017**

WHEREAS, Eat South, d/b/a A Taste of Cultures, 300 Water Street, Downtown Train Shed, has filed an application for a Non-Profit Tax Exempt Liquor License, as indicated on the application form of the State of Alabama Alcoholic Beverage Control Board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, Eat South, d/b/a A Taste of cultures, 300 Water Street, Downtown Train Shed, be and is hereby approved for a Non-Profit Tax Exempt Liquor License, and concurrence in the issuance of the license by the State of Alabama Alcoholic Beverage Control Board.

Ms. Beth Ann Dunagan 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:

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

**RESOLUTION NO. 63-2017**

WHEREAS, Friday Brothers LLC, d/b/a The Cork and Cleaver, 2960 A Zelda Road, 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, Friday Brothers LLC, d/b/a The Cork and Cleaver, 2960 A Zelda Road, 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.

Mr. Ryan Friday 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:

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

**RESOLUTION NO. 64-2017**

WHEREAS, Pickett Reese's term on the Board of Adjustment expired December 31, 2015; and

WHEREAS, Councillor Lee has requested that he continue to serve on said board:



**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Pickett Reese be and is hereby reappointed to the Board of Adjustment for a three-year term, with term ending December 31, 2018.**

**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:**

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

**The Clerk stated this was the time and place to hear and consider the appeal of proposed demolition of an unsafe structure at 2126 West Jeff Davis Avenue by James Reeves.**

**Mr. James Reeves was present representing this item. Mr. Thomas Karrh, Chief of Housing Codes, was present representing the City of Montgomery. Mr. Reeves asked for an extension of time; his father had begun working on the structure prior to his father's illness. Mr. Reeves stated he has not talked with Housing Codes nor does he have a plan for repair work to be done. Mr. Karrh recommended to not delay authorizing the demolition, and, in the meantime, he will work with Mr. Reeves to see if he obtains a time-line and financial provision for repairs. Mr. Reeves will have 45 days to make a substantial showing of repairs to the structure.**

**Councillor Lee made a motion to authorize the demolition of an unsafe structure at 2126 West Jeff Davis Avenue, which motion carried with the following vote:**

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

**The Clerk stated this was the time and place to hear and consider the following proposed authorization of demolition of an unsafe structure at 664 Charlie Brassell Place.**

**Councillor Bollinger made a motion to authorize the demolition of an unsafe structure at 664 Charlie Brassell Place, which motion carried with the following vote:**

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

**The Clerk stated this was the time and place to hear and consider the following proposed authorization of demolition of an unsafe structure at 6637 Dowell Lane.**

**Councillor Lee made a motion to authorize the demolition of an unsafe structure at 6637 Dowell Lane, which motion carried with the following vote:**

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

The Clerk stated this was the time and place to hear and consider the following proposed authorization of demolition of an unsafe structure at 3221 Duff Street.

Councillor Lee made a motion to authorize the demolition of an unsafe structure at 3221 Duff Street, which motion carried with the following vote:

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

The Clerk stated this was the time and place to hear and consider the following proposed authorization of demolition of an unsafe structure at 2405 Lower Wetumpka Road.

Councillor Lee made a motion to authorize the demolition of an unsafe structure at 2405 Lower Wetumpka Road, which motion carried with the following vote:

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

The Clerk stated this was the time and place to hear and consider the following proposed authorization of demolition of an unsafe structure at 2216 Poplar Street.

Councillor Lee made a motion to authorize the demolition of an unsafe structure at 2216 Poplar Street, which motion carried with the following vote:

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

**RESOLUTION NO. 65-2017**

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  
3/21/2017**

1	STATE OF ALABAMA 2010 TAX SALE  MONTGOMERY AL 36104  Location/Remarks: N/E CORNER SAYRE / HANNON Assessed description: Platname GOODE PLAT FORD SUB BLK A Lot 11 Block 3  Authorized by Council on 11/15/2016	Housing Code 0 C00038923	Property: 921 SAYRE ST Parcel: 11 06 13 4 008 007.000 Size: 53 X 150 IRR	Contractor Charge: \$2,850 00	Balance: \$2,850 00
2	BLUE MONDAY COMMUNITY REINVESTMENT PARTNERSHIP INC 858 WEST SOUTH BLVD 224-7606 MONTGOMERY AL 36108  Location/Remarks: SOUTHSIDE 1 E OF I-65 Assessed description: Platname DESAI 1 Lot 1 Block A  Authorized by Council on 3/21/2017	Housing Code 0 C00041866	Property: 995 WEST SOUTH BLVD Parcel: 11 07 35 2 005 002.000 Size: 162.8 X 48 IRR	Contractor Charge: \$10,552 50	Balance: \$10,552 50
3	DELTA PROPERTIES LLC 576 GILMER AVE TALLASSEE AL 36078  Location/Remarks: E/S. 8 S GIBSON ST Assessed description: Platname PAGE PLAZA 5 Lot 8 Block #  Authorized by Council on	Housing Code 0 C00045449	Property: 3030 GEORGE B EDMONDSON DR Parcel: 04 09 32 3 016 029 000 Size: 65 X 111 IRR	Contractor Charge: \$2,562 00	Balance: \$2,562 00

**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:**

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

**RESOLUTION NO. 66-2017**

**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 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:

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

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

<b>AYES:</b>	<b>BOLLINGER, LARKIN, BURKETTE, GREEN, BELL, LEE</b>	<b>--6</b>
<b>NAYS:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>--0</b>
<b>ABSENT:</b>	<b>LYONS, BURKETTE, JINRIGHT</b>	<b>--3</b>

The Clerk stated she was in receipt of the following Legal Notices which will be advertised in the Montgomery Independent on April 6, 2017, and April 13, 2017, for hearing before the Council on May 2, 2017:

#### LEGAL NOTICE

Notice is hereby given that the Council of the City of Montgomery, Alabama, will meet at May 2, 2017, 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 a B-3 (Commercial) Zoning District to a B-1-b (Central Business) Zoning District.

Lot A according to the Shoemake Plat No. 1 as of record in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 50 at Page 146.

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 May 2, 2017, 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 INST (Institutional) Zoning District to a B-1-b-Q (Central Business-Qualified) Zoning District.

The point of beginning being the southwest corner of the southwest quarter of Section 33, T16, T18 and run north 3,360 ft. to the south side of the extension of Elsmear Drive; thence run southeast along the south side of Elsmear Drive 561 ft. more or less.; thence run southeasterly 600 ft. more or less along the rear property lines of the lots in Elsmear; thence run southeasterly 425 ft. more or less along the rear property lines of the lots in Elsmear; thence run southeasterly 480 ft. more or less along the rear property lines of the lots in Elsmear; thence run southeasterly 370 ft. more or less along the rear property lines of the lots in Elsmear; thence run southeast along the rear property lines of the lots in Elsmear 370 ft. more or less; thence continue in a southeasterly direction 960 ft. along the rear property lines of lots in Elsmear; thence 235 ft. southeasterly along the rear property lines of lots in Elsmear; thence run south 90 ft., more or less; thence run west approximately 1,790 ft. to the point of beginning, containing 58.8 acres, more or less.

SECTION 2. Restricted to residential use; and outdoor recreation and entertainment, zip lines, laser tag and paintball courses, after school tutoring and mentoring for children, sports and game fields, walking trails, archery, gardening, swimming (if pool is provided), ropes courses, and team building exercises for groups.

SECTION 3. 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 6:16 p.m.**

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**BRENDA GALE BLALOCK, CITY CLERK**

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**HILTON LEON (TRACY) LARKIN, PRESIDENT TEM  
COUNCIL OF THE CITY OF MONTGOMERY**