

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
APRIL 15, 2013

INFORMATION SESSION

Chairman Dean called the Meeting to Order at 8:08 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Commissioner Williams. All five Commissioners were present.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS BY ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees and items on the agenda.

Administrator Mims presented a Resolution honoring 15th Judicial Circuit Court Presiding Circuit Judge Charles Price for his 30 years of service as a Judge and proclaiming April 15, 2013 as “Judge Charles Price Day” in Montgomery County. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Deputy Administrator Mitchell briefed the Commission on Budget Change Request Number 17 regarding removing signage from the existing East Revenue/Probate Offices and installing new signage at the new East Revenue/Probate Offices. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Deputy Administrator Mitchell briefed the Commission on Change Order Number 2 with Alfa Builders, Inc., regarding the Third Floor-Family Courts - Montgomery County Courthouse Annex I – Project Number 1208-GVA. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Deputy Administrator Mitchell briefed the Commission on Change Order Number 2 with CannDauSon Construction, Inc., regarding East Revenue/Probate Offices, in the amount of \$6,126.78. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY PROBATE JUDGE STEVEN L. REED AND ASSISTANT CHIEF PROBATE CLERK MALCOLM RICHARD

Administrator Mims presented a memorandum from Probate Judge Steven L. Reed concerning the East Probate Office. Judge Reed proposed May 6, 2013, as the opening day of the new location. The Commission agreed.

Judge Reed and Administrator Mims briefed the Commission regarding items in the memorandum requesting a phone system, magnetic door locks and security system. Deputy Administrator Mitchell noted that these expenses were deleted from the bid by the Commission with the intent that the Probate Judge could pay for this expense if he wanted these items. After discussion, the Commission agreed to waive rules and add a Budget Change Request Number 18 for these items to the agenda. (Copy of Memorandum, Page 23-1, is attached to these Minutes)

Assistant Chief Probate Clerk Malcolm Richard requested that the Commission make an exception to the county employee luncheons “no carry-out” policy and allow take out lunches for employees of the Probate satellite offices. After discussion, the Commission agreed to this request.

Chairman Dean encouraged the Commissioners to visit the Revenue/Probate Offices to express their appreciation to the employees.

PRESENTATION BY MANAGING DIRECTOR MIKE DUNN WITH MERCHANT CAPITAL, PRESIDENT & CEO NEILL WRIGHT WITH FIRST TUSKEGEE BANK AND ATTORNEY MARK EZELL WITH HASKELL SLAUGHTER

Managing Director Mike Dunn with Merchant Capital updated the Commission regarding the refunding bond issue and requested that the Commission adopt a Resolution authorizing Chairman Elton N. Dean, Sr., to approve the form and provision of the Revenue Refunding Warrants (Montgomery County Facilities Project) Series 2013 Purchase Agreement and to execute and deliver said Warrant Purchase Agreement for and in the name and behalf of the County. Also in attendance was First Tuskegee Bank President & CEO Neill Wright.

Attorney Mark Ezell with Haskell Slaughter briefed the Commission via telephone regarding the Resolution.

After discussion, the Commission agreed to waive rules and add the Resolution to the agenda.

PRESENTATION BY SENIOR VICE PRESIDENT OF CORPORATE DEVELOPMENT ELLEN MCNAIR AND PROJECT MANAGER JUSTICE SMYTH WITH THE MONTGOMERY AREA CHAMBER OF COMMERCE AND REGIONAL VICE PRESIDENT DERRIL STRICKLAND WITH GOODWYN, MILLS & CAWOOD, INC.

Montgomery Area Chamber of Commerce Senior Vice President of Corporate Development Ellen McNair and Project Manager Justice Smyth with the Montgomery Area Chamber of Commerce presented a Project Agreement, contained in the Commissioner’s briefing packet,

with the City of Montgomery, Montgomery County and DAS North America, Inc. Mr. Smyth briefed the Commission regarding the City and County Discretionary Incentive for DAS North America, Inc. The Commissioners did not express any objections to either the Project Agreement or the city and county incentives. (A copy of the DAS North America, Inc., Project Agreement and a copy of the DAS North America, Inc., List of Estimated Incentives, Pages 24-1 through 24-17, are attached to these Minutes)

Regional Vice President Derril Strickland with Goodwyn, Mills & Cawood, Inc., presented a revised aerial photograph of the future site of DAS North America, Inc. at the Industrial Park.

Administrator Mims recommended approving the Agreement as it appeared on the agenda and any amendments could be brought back to the Commission. The Commission agreed.

PRESENTATION BY RISK MANAGER SCOTT KRAMER

Risk Manager Scott Kramer informed the Commission that every two years an actuarial study is required to determine the County's other post-employment benefits liability. This liability is comprised of retiree healthcare and life insurance benefits. He stated that the study was performed in 2011, by Cavanaugh McDonald Consulting at a cost of \$9,200. Mr. Kramer recommended using this firm to complete the 2013 actuarial study and anticipated the same approximate cost. After discussion, the Commission agreed to place a contract with Cavanaugh McDonald Consulting for the actuarial study on the next agenda.

PRESENTATION BY CEO JACKIE BUSHMAN AND CFO, PRESIDENT LEWIS FIGH WITH BUCKMASTERS

CEO Jackie Bushman and CFO, President Lewis Figh with Buckmasters briefed the Commission regarding the 2013 Buckmasters Expo. Mr. Bushman requested an appropriation from the Commission to help fund this year's event. Administrator Mims noted that last year the Commission appropriated \$35,000 for this event. Chairman Dean asked Administrator Mims to provide the Commission with the total lodging taxes that were collected during this event in 2012. The Commission thanked Mr. Bushman and Mr. Figh for their presentation.

PRESENTATION BY COUNTY ENGINEER GEORGE C. SPEAKE

County Engineer George C. Speake presented a cover letter addressed to the Alabama Department of Transportation for Chairman Dean's signature concurring with award of the Hickory Grove Road resurfacing contract and forwarding the County's 20% matching fund check.

Also, Mr. Speake requested that the Commission approve position fill requests for a Civil Engineering Technician II, Position Number 640628020 and Civil Engineering Technician III, Position Number 640629019. He noted that these position fill requests would be promotions from within existing personnel, with no new hires. Mr. Speake stated that due to the number of recent retirements in the Engineering Department, funding is available in the Engineering

Department's current budget to cover costs associated with these promotions. After discussion, the Commission agreed to place these items on the next agenda.

Mr. Speake briefed the Commission regarding a letter from the Alabama Department of Environmental Management regarding discarded tire/right of way cleanup program. He stated that this was not a problem in the County.

COMMENTS BY ADMINISTRATOR MIMS

Administrator Mims presented a memorandum from Chairman Dean regarding the Performance Evaluation of County Engineer George Speake in which Chairman Dean requested that his fellow Commissioners return the completed evaluation to City-County Personnel Director Barbara Montoya no later than Friday, April 19, 2013.

Administrator Mims presented a draft letter to Montgomery Public Schools Superintendent Barbara Thompson regarding payment of the one cent sales tax for Public Schools that Chairman Dean had requested to be presented to the Commission. There was no objection from the Commission for him to sign the letter. (Copy of Letter, Page 25-1, is attached to these Minutes)

Administrator Mims presented Amendment Number 1 to the Contract with G & K Services Inc., for a three month contract extension for uniform rental. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented Modification Number 1 to the 2012 Weatherization Grant Agreement Number DOE-028-12. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding a Bid Award concerning crushed stone, Bid Number 53000-13B-011 for the Engineering Department. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a modification of the Minutes of the Regular Meeting of March 11, 2013. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a modification of the Minutes of the Regular Meeting of March 18, 2013. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY JUVENILE COURT ADMINISTRATOR BRUCE R. HOWELL

Juvenile Court Administrator Bruce R. Howell updated the Commission regarding his request for the establishment of the classification of County Juvenile Court Clerk. After discussion, the Commission agreed to place this item on the next Thursday Memo as a Personnel Action item.

COMMENTS BY ADMINISTRATOR MIMS

Administrator Mims presented a Position Fill Request for Customer Service Clerk, Position Number 750016001 for the Probate Judge's Office. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented two Position Fill Requests for Corrections Officer Trainee/Corrections Officers, Position Numbers 015 and 175 for the Detention Facility. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims presented a Position Fill Request for Deputy Sheriff Trainee/Deputy Sheriff, Position Number 045 for the Sheriff's Office. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a letter from Mayor Todd Strange and an executed Addendum to the Memorandum of Understanding regarding Joint Management Agreement for Information Technology, Telecommunications and Radio Functions, which contained one amendment. Also, Administrator Mims presented an Addendum to the March 12, 2012, Memorandum of Understanding regarding Joint Management Agreement for Information Technology, Telecommunications and Radio Functions, which contained four amendments. After discussion, the Commission agreed to place these items on the next Thursday Memo as General Information items for further discussion.

Administrator Mims presented a letter from Dale Hurst with the Alabama Forestry Commission requesting additional funding in the amount of \$13,713 to help purchase a pickup truck for the Forestry Commission. Commissioner Ingram stated that the Volunteer Fire Departments could contribute \$3,713 towards the purchase of the pickup truck. After discussion, the Commission agreed to waive rules and add a Budget Change Request in the amount of \$10,000 towards the purchase of the pickup truck to the agenda.

Administrator Mims noted that the following information was in the Commissioners' packets for them to review:

- Schedule of Upcoming Bids/Contract Renewals
- Copies of Revenue Reports for March 2013 from the Tax and Audit Department
- Copy of Population Report for March 2013 for the Mac Sim Butler Detention Facility
- Copy of Census and Fiscal Report for March 2013 for Community Corrections

Administrator Mims noted the following funding requests:

New Request for Funding

- Request from Brewbaker Middle School requesting funding for the 5th Annual “Our Special Night” Special Needs Dance (Last year, Commissioners Ingram, Williams and Wilson appropriated \$500 from each of their accounts for a total of \$1,500)
- Request from Founder & Executive Director Earnestine Woods with Have a Heart 4 Children requesting funding for the Summer Enrichment Program for Children with Special Needs (Last year, Chairman Dean and Commissioner Wilson appropriated \$500 from each of their accounts, Commissioner Williams appropriated \$200 from his account and Commissioner Ingram appropriated \$300 from his account for a total of \$1,500)

Previous Requests for Funding

- Request from A-KEEP (Alabama-Korea Educational Exchange Program) requesting funding in the amount of \$10,000 for the Program. (During the March 18, 2013 Commission meeting, President Meesoon Han updated the Commission regarding A-KEEP and requested funding in the amount of \$10,000. Last year Commissioners Wilson and Polizos appropriated \$500 from each of their accounts and the Commission approved a Budget Change in the amount of \$2,500 for a total of \$3,500)
- Request from Montgomery Public Schools Career Tech Department requesting Funding for and inviting the Commission to the Tenth Annual Career Tech Extravaganza
- Request from MacMillan International Academy Principal Angela K. James requesting Appropriation for the Principal’s Discretionary Fund.
- Request from Principal Michael Gibbs with Sidney Lanier High School requesting Funding for the Football Program (They have a goal of \$9,000 but no particular amount was requested from the Commission)
- Request from Principal Natasha Starr with Brewbaker Intermediate School requesting Attendance and Funding in the amount of \$500 to Purchase of Food and Other items for the Fourth Annual 100 Men for Education Day to be held April 11, 2013
- Request from Montgomery Southern League Assistant Commissioner Calvin Nelson requesting Funding in the amount of \$2,500 for the Montgomery Southern League Dixie Youth Baseball and Softball Programs
- Request from Project Chairman Ed Grimes with Helicity of Montgomery, Inc requesting Funding for the Lagoon Park Trail Project (During the February 4, 2013 County Commission meeting, Founder Johnny Veres with Helicity Montgomery briefed the Commission regarding a proposed walking trail at Lagoon Park and requested funding for this project. Commissioner Polizos has appropriated \$5,000 from his account for this project)

- Request from Mr. Keith Johnson with the Council on Substance Abuse regarding funding for the Community Recovery Support Track (CREST) program. Commissioner Polizos has appropriated \$500 from his account for this program. (Presented during the February 4, 2013 County Commission meeting)
- Request from National Multiple Sclerosis (MS) Society Alabama-Mississippi Chapter Vice President Andrew Bell regarding funding for the MS Society in the amount of \$5,000 for two programs. (Presented during the February 4, 2013, County Commission meeting)

COMMENTS FROM MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Manager of Public Affairs DiDi Henry reviewed the calendar of events for April and May, noting the County Employee Appreciation Luncheon on Thursday, April 18th and the Alabama Update Breakfast with Governor Bentley on Monday, May 13th.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Reverend Ferry Nye of United Evangelical Lutheran Church, at the request of Vice Chairman Harris.

The Pledge of Allegiance was led by the Kindergarten Class of Forrest Avenue Magnet School at the request of Commissioner Ingram.

County Administrator Mims called Roll to Establish Quorum and the following Commissioners were present: Chairman Dean, Vice Chairman Harris and Members Ingram, Polizos, and Williams. Also present were County Attorney Tyrone C. Means and County Engineer George C. Speake.

CONSENT AGENDA

The Administrator presented the Accounts Payable and Payroll Checks Authorization for Approval.

Mr. Polizos made a motion to approve the Accounts Payable and Payroll Checks, as presented by the Administrator. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 7, are attached to these Minutes.)

PRESENTATION OF RESOLUTION

COUNTY COMMISSION – ADOPTED RESOLUTION RECOGNIZING APRIL 2013 AS “CHILD ABUSE PREVENTION MONTH” IN MONTGOMERY COUNTY

The Administrator presented the following Resolution:

RESOLUTION

Whereas, more than five children die every day as a result of child abuse; and

Whereas, the Family Sunshine Center is the agency in the River Region tasked with providing counseling and other services to victims of child abuse and child victims of family violence; and

Whereas, the FSC has declared 2013 as the “Year of the Child” in recognition of the new services it has established to bring help, hope and healing to child victims of trauma and violence in the home; and

Whereas, more than 8,700 were abused in the State of Alabama in 2011 with 372 of those children living in Montgomery County; and

Whereas, child abuse and neglect is intergenerational with 30% of abused and neglected children later abusing their own children; and

Whereas, the impact of child abuse and neglect is felt in our systems of healthcare, criminal justice, mental healthcare, and education; and

Whereas, the costs for inpatient, outpatient and doctor’s visits for victims of child abuse and neglect make up a significant portion of Alabama’s healthcare costs; and

Whereas, 14% of all men and 36% of all women in prison were abused as children; and

Whereas, the National Institute of Justice estimates that law enforcement agencies spend from \$2 to \$56 per case per year on instances of child physical, emotional and sexual abuse; and

Whereas, the National Institute of Justice reports that 25 to 50 percent of all child abuse victims will need some form of mental health treatment; and

Whereas, 80 percent of child abuse victims have at least one psychiatric disorder as adults; and

Whereas, approximately 50 percent of abused children perform poorly in school, including poor attendance and misconduct; 30 percent of abused children have some type of language or cognitive impairment; and more than 22 percent have a learning disorder, which may necessitate special education services; and

Whereas, in a 2005 study, the Department of Child Abuse and Neglect Prevention in conjunction with the University of Alabama estimated that the costs to Alabama taxpayers for providing services to victims of child abuse and neglect is more than \$500 million annually;

NOW, THEREFORE, the Montgomery County Commission does hereby recognize April 2013, as Child Abuse Prevention Month in the county and calls upon its citizens to help put an end to the cycle of child abuse and neglect through outreach, education, volunteerism and charitable giving, and to recognize that child abuse prevention is a far less costly and more humane approach to the issue of child safety and well-being.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission on
this, the 15th day of April, 2013.

End of Resolution

Mr. Ingram made a motion to approve the Resolution. The motion was seconded by Mr. Williams and unanimously approved by the Commission.

Commissioner Polizos presented the Resolution to the Family Sunshine Center Board President Kathy Brown; thanking her for all that Family Sunshine Center does for these beautiful children that unfortunately end up on the wrong road. She then presented the Commission with a blue ribbon that is a symbol of Child Abuse Prevention Month. She expressed her appreciation to each Commissioner for their time and financial support. She introduced Family Sunshine Center Board Members Brenda Mitchell and Daryl Bailey and Program Director Marjorie Baker.

WAIVED RULES

The Administrator requested to waive rules and add the following item to the agenda, and all five Commissioners concurred:

PRESENTATION OF RESOLUTION

COUNTY COMMISSION – ADOPTED RESOLUTION HONORING 15TH JUDICIAL CIRCUIT COURT PRESIDING CIRCUIT JUDGE CHARLES PRICE FOR HIS 30 YEARS OF SERVICE AS A JUDGE AND PROCLAIMING APRIL 15, 2013 AS “JUDGE CHARLES PRICE DAY” IN MONTGOMERY COUNTY

The Administrator presented the following Resolution:

RESOLUTION

WHEREAS, the Honorable Charles Price has dedicated his life to Community and Country, which began with six years of honorable military service as a Green Beret and as a member of

the 82nd Airborne Division in the United States Army, and later through the United States Army Reserve, where he retired as LT. Colonel, Judge Advocate General's Corps; and

WHEREAS, after retiring from the military, he graduated from Virginia Union University and enrolled in law school at George Washington University in Washington, D.C., where he graduated with honors and began his legal career at the Department of Justice; and

WHEREAS, Judge Price returned to the Great State of Alabama as an Assistant Attorney General; he was later appointed as Acting District Attorney of Escambia County, and then to Deputy District Attorney of Montgomery County, Alabama, until he entered private practice; and

WHEREAS, on April 4, 1983, he answered the call to public service once again, as he accepted an appointment as Montgomery County Circuit Judge by Governor George C. Wallace. With this appointment, he had the distinction of becoming Alabama's first African American Circuit Judge; and

WHEREAS, on January 6, 1999, he was unanimously elected Presiding Judge of the Fifteenth Judicial Circuit Court and through the years, his stellar leadership has been instrumental in the implementation, development, and management of Montgomery County's multiple, creative, highly-effective, and cost-cutting alternative justice programs. These programs have reduced crime, benefitted victims, rehabilitated criminals, and vastly improved our overall administration of justice; and

WHEREAS, Presiding Judge Charles Price's excellence in advancing the cause of justice has earned him the Raymond Pace Alexander Award for Lifetime Contributions to Judicial Advocacy, the John F. Kennedy Profile in Courage Award, the Dr. Martin Luther King Humanitarian Award, and an Honorary Jurist Achievement Award from the Alabama State Bar; and

WHEREAS, in 2009, the Montgomery County Commission honored Presiding Judge Charles Price for his immense and continuing leadership to the legal profession, and to the community, by naming the Courthouse the Phelps-Price Justice Center,

SO THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby honor Judge Charles Price, applaud his 30th anniversary of service as a Judge and also does hereby proclaim Monday, April 15, 2013, as:

"Judge Charles Price Day" in Montgomery County, Alabama.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 15th day of April, 2013.

End of Resolution

Mr. Ingram made a motion to adopt the Resolution. The motion was seconded by Mr. Williams and unanimously approved by the Commission.

Vice Chairman Harris read the Resolution and presented it to Presiding Circuit Judge Charles Price. He stated that he is happy to present the Resolution to a man that he has the utmost respect for, a man that helped him throughout his political career and personal life. He added that Judge Price had helped him to choose a career in law and was also one of his instructors in undergraduate school. Judge Price expressed his appreciation for the Resolution and for the Commission declaring, Tax Day - April 15, 2013, as Judge Charles Price Day. Judge Price stated that he couldn't think of anybody better than Vice Chairman Harris to present him with the Resolution and added that he did teach Mr. Harris and that's why he is so smart. He explained that he has attempted to live his life according to the prayer said by Reverend Nye earlier this morning, which is to not be self-centered. He expressed his appreciation for the Commissioners' support over the past 30 years. Chairman Dean told the students in attendance that this is the Presiding Judge, who goes to church twice on Sundays and is a believer of the Man Up Above. He told them to do the right thing and stay out of his courtroom.

NEW BUSINESS

OMNIBUS VOTE

Commissioner Ingram requested for the Commission to omnibus the following two items and the Commission concurred. Mr. Williams made a motion to approve the two agenda items. The motion was seconded by Vice Chairman Harris. Chairman Dean, Vice Chairman Harris, Mr. Polizos, and Mr. Williams voted in favor of the motion. Mr. Ingram abstained from the vote and the motion carried.

COUNTY COMMISSION – APPROVED PROFESSIONAL SERVICES CONTRACT WITH GOODWYN, MILLS & CAWOOD, INC., REGARDING THE INDUSTRIAL PARK BOULEVARD EXTENSION TO SERVE THE DAS PROJECT SITE AT THE MONTGOMERY INDUSTRIAL PARK, SUBJECT TO ASSURANCE OF REIMBURSEMENT FROM DAS SHOULD PROJECT AGREEMENT NOT BE EXECUTED

The Administrator presented the following memorandum:

April 12, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Professional Services Contract with Goodwyn, Mills & Cawood, Inc.

During the April 1, 2013 County Commission meeting, Director of Transportation Ed Niel with Goodwyn, Mills & Cawood, Inc., briefed the Commission regarding a Professional Services Contract, concerning the Industrial Park Boulevard Extension to serve the DAS project site at the Montgomery Industrial Park subject to assurance of reimbursement from DAS should the Project Agreement not be executed. The Commission agreed to place this Contract on the next agenda.

I am requesting approval of this item.

Attachments

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve the two agenda items. The motion was seconded by Vice Chairman Harris. Chairman Dean, Vice Chairman Harris, Mr. Polizos, and Mr. Williams voted in favor of the motion. Mr. Ingram abstained from the vote and the motion carried. (Copies of Professional Services Contract and Attorney Gallion's Opinion, Agenda Pages 1-2 through 1-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AGREEMENT FOR ENGINEERING SERVICES WITH GOODWYN, MILLS & CAWOOD, INC., REGARDING PREPARATION OF PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF WATER AND SEWER EXTENSIONS AT THE MONTGOMERY INDUSTRIAL PARK, SUBJECT TO ASSURANCE OF REIMBURSEMENT FROM DAS SHOULD PROJECT AGREEMENT NOT BE EXECUTED

The Administrator presented the following memorandum:

April 12, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Agreement for Engineering Services with Goodwyn, Mills & Cawood, Inc.

During the April 1, 2013 County Commission meeting, Regional Vice President Derril Strickland with Goodwyn, Mills & Cawood, Inc., briefed the Commission regarding an Agreement for Engineering Services concerning Preparation of Plans and Specifications for Construction of Water and Sewer Extensions at the Montgomery Industrial Park, subject to assurance of reimbursement from DAS should Project Agreement not be executed. The Commission agreed to place this Agreement on the next agenda.

I am requesting approval of this item.

Attachments

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve the two agenda items. The motion was seconded by Vice Chairman Harris. Chairman Dean, Vice Chairman Harris, Mr. Polizos, and Mr. Williams voted in favor of the motion. Mr. Ingram abstained from the vote and the motion carried. (Copies of Agreement for Engineering Services and Attorney Gallion's Opinion, Agenda Pages 2-2 through 2-22, are attached to these Minutes.)

End of Omnibus Vote

COUNTY COMMISSION – APPROVED PUBLIC BENEFIT AGREEMENT WITH AT&T ALABAMA REGARDING USE OF THE COUNTY'S PUBLIC RIGHTS OF WAY TO PROVIDE AN IP NETWORK UPGRADE AND RELATED RESOLUTION

The Administrator presented the following memorandum:

April 12, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Public Benefit Agreement with AT&T Alabama

During the April 1, 2013 County Commission meeting, Regional Director Tyler Fondren with AT&T Alabama briefed the Commission regarding a Public Benefit Agreement concerning the use of the County's public rights of way to provide an IP network upgrade. The Commission agreed to place this Agreement on the next agenda.

On April 12, 2013, County Attorney Gallion issued an additional opinion regarding this Agreement and recommended that a related Resolution be adopted by the County Commission concerning the Agreement with AT&T Alabama.

I am requesting that the Commission also approve this related Resolution, along with the Public Benefit Agreement with AT&T Alabama.

Attachments

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Public Benefit Agreement, Resolution and Attorney Gallion's Opinions, Agenda Pages 3-2 through 3-12, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PROPOSAL FROM HIXSON CONSULTANTS, INC., REGARDING EXTERIOR WEATHERIZATION AT THE MONTGOMERY COUNTY COURTHOUSE – ANNEX 1 –PH&J #0818-GVG

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr.:

April 3, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Weatherization for Montgomery County Courthouse

PH&J has submitted a proposal for Hixson Consultants, Inc., regarding the ongoing problem with the water penetrating the wall at the Court House causing damage to Circuit Clerks records. The amount of the proposal is \$1,150.00. The Commission was briefed during the Working Session on April 1, 2013 regarding this proposal.

I was advised to place this item on the next agenda for approval on April 15, 2013 Commission Meeting in order to proceed with the proposal request.

If I can be of further assistance, please contact me.

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Letter, Proposal, and Email, Agenda Pages 4-2 through 4-8, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED CONTRACT FROM PARCA REGARDING SMART BUDGETING PROJECT

The Administrator presented the following memorandum:

April 12, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Request for Approval of an Agreement with the Public Affairs Research Council of Alabama

During the April 1, 2013 County Commission meeting, Executive Director Jim Williams and Research Coordinator Joe Adams with Public Affairs Research Council of Alabama (PARCA) made a presentation regarding SMART Budgeting.

I am requesting that the County Commission approve the attached Contract with the Public Affairs Research Council of Alabama regarding this matter.

End of Memorandum

Public Affairs Research Council of Alabama (PARCA) Research Coordinator Joe Adams told the Commission that he has been working for PARCA since he was 25 years old. He stated that he is looking forward to working with the county departments and providing the County Commission with a better budgeting system.

Commissioner Ingram asked Finance Director Sherrill Thomas if she had any questions regarding this and if she recommended it. She responded that she knew that Administrator Mims had met with PARCA but did not know anything else about it. He then asked her if she objected to it, and she again responded that she didn't know anything about it too object. County Administrator Mims informed the Commission that Mayor Strange used this for the City of Montgomery, and he told the Commission that he whole-heartedly recommends it.

Mr. Polizos made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Contract, Agenda Pages 5-2 through 5-6, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED PRELIMINARY FLOOR PLAN, DATED APRIL 1, 2013, BUDGET FOR OVERALL PROJECT COST, DATED MARCH 17, 2013, AND AUTHORIZATION TO PROCEED WITH FINAL PLANS FOR THE YOUTH FACILITY RENOVATION PROJECT

The Administrator presented the following letter from Principal, SS&L, P.C. of Seay, Seay & Litchfield R. Platt Boyd, IV:

March 27, 2013

Mr. Elton Dean
Montgomery County Commission
101 S. Lawrence St.
Montgomery, AL 36104

RE: Montgomery County Youth Facility – April 1st, 2013 Commission Meeting

Dear Mr. Dean,

We request Commission approval of the following

1. Preliminary Floor Plan dated 01 April 13
2. Budget – See Attached
3. Approval to proceed with Final Plans for the project.

The consideration of the Commission is very much appreciated.

Sincerely,

/s/ R. Platt Boyd, IV
Principal, SS&L, P.C.

Cc: Donnie Mims, John Mitchell

End of Memorandum

Mr. Williams made a motion to approve the requests. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Composite Floor Plan, Overall Project Cost Sheet, and Construction Cost Sheet, Agenda Pages 6-2 through 6-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PROPOSAL FROM DAVIS ELECTRICAL FOR RENOVATIONS AND ALTERATIONS TO THE MONTGOMERY COUNTY COURTHOUSE ANNEX I – FAMILY COURTS, PH&J #1209-GVA

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr.:

April 3, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Proposal for Renovations and Alterations to the Montgomery County Courthouse
Annex I – Family Courts for the Montgomery County Commission –
Montgomery, Alabama; Project # 1209-GVA

Davis Electrical has submitted a proposal for the existing floor outlet box to be moved so that Judge Williams can have power at his desk. The amount of the proposal is \$700.00. This proposal will be attached to the memorandum.

This item was discussed at the Working Session on April 1, 2013. I am requesting that this item be placed on the agenda and be approved at the Montgomery County Commission meeting on April 15, 2013.

If I can be of further assistance, please contact me.

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Letter, Agenda Page 7-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED DEDUCTIVE CHANGE ORDER NUMBER 1 TO
CANNDALSON CONSTRUCTION, INC., IN THE AMOUNT OF \$29,498.97 REGARDING
THE PROBATE AND REVENUE OFFICE EAST

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr.:

April 4, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Proposal for Probate & Revenue Office East Deductive Change Order #1

Brown Chambless Architects has submitted Deductive Change Order #1 with the following three items:

1. Add set of double doors to Break Room 203	\$ 1,225.61
2. Furnish & install metal furring channel with sheet rock	\$ 3,113.42
3. Value Engineering Items	\$(33,838.00)
Total	\$(29,498.97)

This deduction was discussed with the Commission during the Working Session on April 1, 2013. I was advised to place this item on the next agenda for approval on April 15, 2013 Commission Meeting in order to proceed with the proposal request.

If I can be of further assistance, please contact me.

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Contract Change Order and Probate Revenue Tenant Improvements – COR LOG, Agenda Pages 8-2 through 8-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED RETAIL BEER (OFF PREMISES ONLY) AND RETAIL TABLE WINE (OFF PREMISES ONLY) LICENSES TO APPLICANT DEBORAH E. BECK FOR DOUBLE B COUNTRY STORE, LLC, LOCATED AT 18354 U.S. HIGHWAY 31 SOUTH, HOPE HULL, ALABAMA 36043

The Administrator presented the following memorandum from Sheriff D.T. Marshall:

March 21, 2013

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

FROM: Sheriff D.T. Marshall
Sheriff of Montgomery County

SUBJECT: Double B Country Store
18354 U.S. Highway 31 South
Hope Hull, AL 36043

The Sheriff's Office has no objections to the Retail Beer and Retail Wine (Off Premises Only) license for the above listed place of business.

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Vice Chairman Harris. Chairman Dean, Vice Chairman Harris, Mr. Ingram, and Mr. Polizos voted in favor of the motion. Mr. Williams abstained from the vote and the motion carried. (Liquor License Documents, Agenda Pages 9-2 through 9-7, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

The Administrator requested approval of the following miscellaneous appropriations reprogramming requests:

April 15, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

I am requesting authority to reprogram the following from fund code 001-59320-498 (Agency, Miscellaneous Appropriations) to:

** C-2013-77: Amateur Athletic Union of the U.S., Inc., for Basketball Program - \$2,000; (Dean-\$500, Harris-\$1,000, and Ingram-\$500)

NOTE: Rescinded to change organization to the proper name.

C-2013-85: The Alabama Celtics, an Affiliate of Amateur Athletic Union of the U.S., Inc., for Basketball Program - \$2,000; (Dean-\$500, Harris-\$1,000, and Ingram-\$500)

**C-2013-66: Rescind Appropriation to Helicity of Montgomery, Inc., for Lagoon Park Trail - \$5,000; (Polizos)

NOTE: Helicity of Montgomery, Inc., has not Received 501 (c) (3) Recognition by the IRS. The Lagoon Park Trail will be will be Implemented by Friends of the Montgomery Clean City Commission, Inc.

C-2013-86: Friends of the Montgomery Clean City Commission, Inc., for Lagoon Park Trail Project - \$5,000; (Polizos)

**C-2013-80: Rescind Appropriation to Optimist International, for Central Montgomery Optimist Club, for Community Services Programs - \$200; (Harris)

NOTE: Rescinded to change organization to the proper name.

C-2013-87: Optimist International Foundation, for Optimist Club of Montgomery-Central, Alabama, for Community Services Programs - \$200; (Harris)

C-2013-88: Montgomery County Recreation Department, for Boys & Girls Clubs of South Central Alabama, for Youth Programs - \$1,000; (Harris)

C-2013-89: Hospice of Montgomery, Inc., for Indigent Patient Care - \$450; (Ingram)

C-2013-90: Madison Park Community Re-union Organization, for Educational and Recreational Activities that will Enhance the Quality of Life for the Madison Park Community - \$500; (Harris)

C-2013-91: The Center for Child and Adolescent Development, for Diagnostic and Intervention Services - \$300; (Harris)

C-2013-92: Montgomery Heat Athletic Association, Inc., for Youth Programs - \$1,000; (Harris)

NC-2013-89: City of Montgomery, to be used by BONDS to Support the Woodley Park Area Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Harris)

NC-2013-90: BOE, Jefferson Davis High School, for the Health Science Academy to Purchase an I-Pad and Case - \$1,000; (Harris)

NC-2013-91: Town of Pike Road, for Relay for Life - \$500; (Ingram)

NC-2013-92: City of Montgomery Parks and Recreation Department, for Old Selma Road Community Center for Youth Program - \$500; (Dean)

***NC-2013-86: Adjustment: Alabama Cooperative Extension System, for the King Hill Community Garden - \$500; (Dean-\$20, Ingram-\$250, and Williams-\$230)

NOTE: Subtracted \$17 from Commissioner Williams' appropriated amount, bringing his total to \$213 and add \$17 to Chairman Dean's appropriated amount, bringing his total to \$37.

**Rescind

***Adjustment

End of Memorandum

Mr. Ingram made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

COUNTY COMMISSION – APPROVED BID AWARD FOR EMPLOYEE LUNCHEON, BID NUMBER 51988-13B-010

The Administrator presented the following memorandum from Purchasing Manager Pat Silas:

MEMORANDUM

TO: Donald L. Mims,
Administrator

FROM: Pat Silas, Purchasing Manager

DATE: April 10, 2013

SUBJECT: Invitation to Bid No. 51988-13B-013,
Employee Lunch

Request approval of award on the above referenced Invitation to Bid to the only bid received, Chappy's Deli, in the amount of \$4,140.00, be placed on the agenda for the County Commission meeting on April 15, 2013. (copy of spread sheet attached)

Attachment

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Spreadsheet and Invitation to Bid, Agenda Pages 11-2 through 11-7, are attached to these Minutes.)

DETENTION FACILITY – APPROVED BID AWARD FOR ADMISSION/INDIGENT KITS, BID NUMBER 52200-13B-008

The Administrator presented the following memorandum from Purchasing Manager Pat Silas:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Purchasing Manager

DATE: March 27, 2013

SUBJECT: Invitation to Bid No. 52200-13B-008, Admission/Indigent Kits

Request approval of award on the above referenced Invitation to Bid to low bid of American Amenities, Inc., in the amount of \$14,920.00, be placed on a future agenda for the County Commission meeting. (copy of spread sheet attached)

This will be an award for a one (1) year contract with the option to renew for an additional two (2) years, in one year periods. A price escalation may be allowed after the first year but shall not exceed 5% per year.

Coordination of award made with Sheriff D.T. Marshall of the Sheriff's Office.

Attachment

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Spreadsheets, Agenda Pages 12-2 through 12-4, are attached to these Minutes.)

COUNTY COMMISSION – CARRIED OVER TO NEXT MEETING CONSIDERATION OF
AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSAL (RFP) FOR INDEPENDENT
FINANCIAL ADVISORY AND INVESTMENT SERVICES

The Administrator presented the following memorandum:

April 12, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Request for Authorization to issue an RFP for Independent Financial Advisory
and Investment Services

During the April 1, 2013 County Commission meeting, Philip Dotts with The PFM Group, Public Financial Management, Inc., made a presentation regarding Independent Financial Advisory and Investment Services.

I am requesting authorization to issue an RFP for Independent Financial Advisory and Investment Services, which will allow The PFM Group and other firms to submit proposals to the County Commission for consideration.

End of Memorandum

Mr. Williams made a motion to carry over to next meeting consideration of authorization to issue a request for proposal (RFP) for Independent Financial Advisory and Investment Services. The motion was seconded by Mr. Ingram. Chairman Dean, Mr. Ingram and Mr. Williams voted in favor of the motion. Vice Chairman Harris and Mr. Polizos voted in opposition and the motion carried.

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 16 REGARDING INSTALLATION OF THREE CAMERAS IN
ANNEX I LEGAL SERVICE DIVISION

The Administrator requested to approve Budget Change Request Number 16, County Commission Appropriations.

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Budget Change Request, Memorandum, and Proposal, Agenda Pages 14-1 through 14-3, are attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS FOR A
CORRECTIONS OFFICER TRAINEE/CORRECTIONS OFFICER, POSITION NUMBER 187
AND FOR A STORES CLERK I, POSITION NUMBER 193

The Administrator presented the following memorandum:

April 5, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Request for Detention Facility

During the April 1, 2013 County Commission meeting, the Commission agreed to place the following Position Fill Requests on the next agenda for the Detention Facility:

- (1) Corrections Officer Trainee/Corrections Officer, Position Number 187
- (2) Stores Clerk I, Position Number 193

I am requesting approval of these items.

Attachments

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 15-2 and 15-3, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (7)

The Administrator recommended the following Travel/Training Requests for approval by the Commission:

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. Public Affairs Department	Request Numbers 7, 8, and 9
2. Board of Registrars	Request Number 1
3. Youth Facility	Request Number 13
4. District Attorney's Office	Request Numbers 28 and 29

Mr. Ingram made a motion to approve the travel/training requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 16-1 and 16-7, are attached to these Minutes.)

WAIVED RULES

Chairman Dean requested to waive rules and add the following items to the agenda, and his fellow Commissioners concurred:

COUNTY COMMISSION – ADOPTED RESOLUTION AUTHORIZING CHAIRMAN ELTON N. DEAN, SR., TO APPROVE THE FORM AND PROVISION OF THE REVENUE REFUNDING WARRANTS (MONTGOMERY COUNTY FACILITIES PROJECT) SERIES 2013 PURCHASE AGREEMENT AND TO EXECUTE AND DELIVER OF SAID WARRANT PURCHASE AGREEMENT FOR AND IN THE NAME AND BEHALF OF THE COUNTY

The Administrator presented the following Resolution:

BE IT RESOLVED AND ORDERED by the Montgomery County Commission (the "Commission") as follows:

Section 1. The Commission hereby makes the following findings and determinations:

(a) The Montgomery County Public Building Authority (the "Authority") has heretofore issued its Revenue Warrants (Montgomery County Facilities Project), Series 2006 (the "Series 2006 Warrants"), which are now outstanding in the aggregate principal amount of \$60,570,000. The principal of and interest on the Series 2006 Warrants are payable from rental payments made by Montgomery County (the "County") pursuant to a Lease Agreement between the Authority and the County.

(b) The Commission has been advised that, under the current interest rate environment, the County may be able to realize significant debt service savings if the Authority refunds, in advance of their respective maturities, all or a portion of the Series 2006 Warrants.

(c) The Commission has previously provided initial authorization and direction for the issuance by the Authority of one or more series of revenue warrants to refund all or a portion of the outstanding Series 2006 Warrants.

(d) Because of the volatility of interest rates, the authorization granted in Section 2 of this resolution is appropriate and desirable in order to permit the County to promptly take advantage of refunding opportunities as they arise.

Section 2. The Commission recognizes that the Authority proposes (i) to issue its Revenue Refunding Warrants (Montgomery County Facilities Project) Series 2013 (herein called the "Series 2013 Warrants") for the primary purpose of refunding all or a portion of the outstanding Series 2006 Warrants (with the proceeds referable to debt service savings being available to pay the costs of capital improvements to Authority facilities that are leased to the County), and (ii) to sell the Series 2013 Warrants to Merchant Capital, L.L.C. and First Tuskegee Bank (herein called the "Underwriters") pursuant to a Warrant Purchase Agreement among the Underwriters, the Authority and the County. The Chairman of the Commission is hereby authorized to approve the form and provisions of said Warrant Purchase Agreement and to execute and deliver said Warrant Purchase Agreement for and in the name and behalf of the County. Notwithstanding the foregoing, said Warrant Purchase Agreement shall provide that the Series 2013 Warrants shall not be issued unless and until the Commission adopts a resolution in which the Commission approves the issuance and sale of the Series 2013 Warrants and the execution and delivery, on behalf of the County, of the necessary financing documents and related certificates.

Section 3. The Commission hereby ratifies, confirms and approves all prior actions taken by the Commission with respect to the refunding of the Series 2006 Warrants.

End of Resolution

Mr. Ingram made a motion to adopt the Resolution. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 17 REGARDING REMOVING SIGNAGE FROM THE EXISTING EAST REVENUE/PROBATE OFFICES AND INSTALLING NEW SIGNAGE AT THE NEW EAST REVENUE/PROBATE OFFICES

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr.:

April 10, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Signage Revenue/Probate East

We have received a quote from Southern SignCrafters Incorporated to remove lettering and patch holes at the existing location and to furnish and install letters at the new Revenue/ Probate Offices.

Attached is a copy of the signage quote for \$10,025.00 which I feel is a fair and just price. I discussed this with Pat Silas, Purchasing Manager, who has had previously dealings with this company and stated that they are replicable and have in the past provided quality workmanship.

There is a budget change under the Thursday Memo. If no obligation, I would like to proceed with authorizing this work in order to meet deadline for move in for Revenue/Probate Office. I will be available to answer any questions during the Working Session on April 15, 2013.

If I can be of further assistance, please contact me.

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Drawing, Proposal and Budget Change Request, Agenda Pages 18-2 through 18-4, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 18 REGARDING PHONE SYSTEM, \$6,500, MAGNETIC DOOR
LOCKS, \$11,840 AND SECURITY SYSTEM, \$1,536 AND APPROVED RELATED
EXPENSES FOR THE NEW EAST REVENUE/PROBATE OFFICES

The Administrator requested to approve Budget Change Request Number 18, County Commission Appropriations.

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Budget Change Request, Memorandum, Emails, Proposal from Imperial Systems, Inc., and Estimate from Electronic Security Service, Agenda Pages 19-1 through 19-8, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED DEDUCTIVE CHANGE ORDER NUMBER 2
WITH ALFA BUILDERS, INC., REGARDING THE THIRD FLOOR ANNEX-FAMILY
COURTS – MONTGOMERY COUNTY COURTHOUSE ANNEX I – PROJECT NUMBER
1208-GVA, WHICH REDUCES THE NET AMOUNT BY \$364,842.19

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr.:

April 3, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr., Deputy Administrator

SUBJECT: Change Order # 2 for 3rd Floor Annex I Family Court
Alfa Builders

PH&J has submitted a Change Order #2 regarding the renovation project for Third Floor Annex-Family Courts. This Change Order reduces the net amount to Alfa Builders in the amount of \$364,842.19.

All additions to the contract included with the Change Order have been previously discussed with the Commission. Requesting the Commission waive rules and approve this contract. Except for errors that have to be corrected, all work has been completed. The request is so that we can close out the contract and submit to Commission a request for final payment.

I will be available to answer any questions during the Working Session on April 15, 2013. If I can be of further assistance, please contact me.

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Letter, Deductive Change Order, and Change Order Number Two Summary Sheet, Agenda Pages 20-2 through 20-6, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED CHANGE ORDER NUMBER 2 WITH
CANNDALSON CONSTRUCTION, INC., REGARDING EAST REVENUE/PROBATE
OFFICES IN THE AMOUNT OF \$6,126.78

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr.:

April 11, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Change Order # 2; CannDauSon Probate East

Change Order Number 2 consist of requests 4, 5 & 6 from CannDauSon. These requests have been recommended for approval by Brown Chambliss Architects. Change Request #4 is for the existing water heater in Rest Room 204 in the amount of \$756.80. Change request #5 is for \$4,302.98 which covers additional sprinkler work as required by Montgomery Water Works and Montgomery Fire Department. Request #6 consist of electrical work unforeseen in the amount of \$1067.00. All work associated with Change Order #2 is requested by CannDauSon.

Approval of this Change Order will not increase the County's originally bid agreed upon. The total amount of this change order is \$6,126.78. In addition, costs incurred by this Request #5 will be reimbursed to the County by Aronov as part of our agreement, any Code work would be covered by the Landlord.

Requesting the Commission waive rules and approve this request so that we may meet our target completion day of May 26, 2013. I will be available to answer any questions during the Working Session on April 15, 2013.

If I can be of further assistance, please contact me.

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Letter of Transmittal, and Contract Change Order, Agenda Pages 21-2 through 21-8, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGE CHANGE REQUEST
NUMBER 19 REGARDING THE PURCHASE OF A PICKUP TRUCK FOR FORESTRY
COMMISSION

The Administrator requested to approve Budget Change Request Number 19, County Commission Appropriations.

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Budget Change Request, Letter, and Invitation to Bid, Agenda Pages 22-1 through 22-6, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Chairman Dean asked Judge of Probate Steven Reed to speak about the new Probate and Revenue East Office building. Judge Reed informed the audience that the new facility, located on Atlanta Highway next to the Burlington Coat Factory, will be open to the public on May 6th. He stated that the County Commission is working with him for a top notch office. He stated that he hopes the citizens will utilize the completely new facility, which is safe and clean. He added that the citizens can also utilize the internet for all their needs. He said that he looks forward to serving the citizens and that they should receive a great response from the staff.

Montgomery County Parks and Recreation Superintendent James Williams stated students from Catoma Elementary School and Preschoolers from McKee Pre-K Center were in the audience today and that they would like to thank the Commissioners for their support of their community gardens through the ACHIEVE Grant. He explained that Montgomery County Parks & Recreation Department was chosen to participate in Action Communities for Health, Innovation, and Environmental Change (ACHIEVE) and that a team of 14 community leaders strategically planned the County's first Community Gardens Project. He stated that this project is funded through a grant and has helped change lifestyles and promote healthy eating. Mr. Williams asked the students and faculty to come to the podium to address the Commission.

Catoma Elementary School Principal Mary Markham, several teachers and students from the 3rd grade class came forward to tell the Commission about their flower beds, which are tended by students in each class. She thanked the Commission for partnering with the schools and being a part of teaching every day. Third grader Kanayshia Anderson expressed how much fun she has had learning how to plant and grow a garden and how to grow things like fruits and vegetables.

Montgomery Public Schools Director of Pre-K Programs Ms. Tara Carr thanked the Commission for supporting McKee's Pre-K Center in establishing an outdoor garden for the students. She stated that Pre-K has evolved and the days of day care are over. She informed the Commission that the Garden Project has helped students develop a sense of responsibility and a passion for learning. She thanked the Commission for their generous gift and stated that if there were additional funds available for them to continue the Outdoor Garden she would greatly appreciate the opportunity to submit a request. She thanked the Commission again and said that she looks forward to an enduring partnership. McKee Pre-K student Savannah Staples told the Commissioners that the students of McKee Pre-K Center thank them for their generous gift. She informed them that the students built nine raised bed gardens, and they recently harvested turnips, collards, cabbage, lettuce, and broccoli. She added that they will be planting their spring garden soon and thanked the Commissioners for making it possible.

Chairman Dean stated how advanced the Montgomery Public Schools are now. He said that it's just wonderful to see how much the teachers care and that the Commission loves them for what they do. He told the students to keep on doing what they are doing because they have bright futures ahead them. He thanked Ms. Carr for all that she does.

Commissioner Ingram asked the other teachers and school administrators in attendance to stand so that they can be recognized. He thanked them all for everything that they do. He also

thanked the department heads for all that they do. Commissioner Ingram congratulated Judge Charles Price and told the audience that he is a huge part of our legal system. He added that he is probably the best Judge Montgomery County has ever had.

Commissioner Williams said good morning and expressed how proud he was of the students and teachers. He thanked them for coming to today's meeting and thanked the teachers for all that they are doing for the children. He recognized former Commissioner Lynn Gowan who was also in the audience.

Commissioner Polizos told the audience good morning and said that it was nice to see all the beautiful kids today. He added that it was nice to see all the departments represented today. He explained that the Blue Ribbon given to the Commission today is for the kids, and he urged people to lend a hand. Commissioner Polizos congratulated Judge Price on his 30 years of service, and he also recognized former Commissioner Lynn Gowan.

Chairman Dean told the audience about the Employee Appreciation Luncheon scheduled for April 18th from 11:00 a.m. to 1:00 p.m. He urged department heads to be there to show their appreciation for their employee, and he expressed his appreciation to all department heads and their employees.

Vice Chairman Harris wished the audience a good morning and thanked his Pastor for the beautiful prayer. He congratulated his good friend, Judge Price and told the audience that Judge Price has been a big part of his professional and personal life. He further stated that Judge Price has been a great service to this county and to this country. Vice Chairman Harris noted that at every commission meeting he encourages more people to attend the meetings and get involved. He stated that when he sees these children here today, he sees the future, and it's a beautiful and bright future, adding that it's nice to see the diversity of children in the public schools. He told Montgomery Public Schools Director of Pre-K Programs Ms. Tara Carr that if there was anything that she thought that the Commission could help her with, not to hesitate to let them know. He thanked the Alabama Cooperative Extension System Montgomery County Extension Coordinator Jimmy Smitherman for a wonderful job with the Master Gardeners. Vice Chairman Harris then thanked everyone for coming to today's meeting.

ADJOURNMENT

Commissioner Williams made a motion to adjourn the meeting of the Montgomery County Commission on April 15, 2013, at 10:18 a.m. The motion was seconded by Commissioner Ingram and unanimously approved by the Commission.

04-15-13 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 03-29-13

Check Number	To	Check Number
234093		234135
Total Checks Paid		\$110,449.16

**INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER**

04-15-13 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 03-29-13

Check Number	To	Check Number
234137		234195
Total Checks Paid		\$240,248.02

CHECK #	PAYEE	AMOUNT	DATE
234136	Alabama Gas Corp.	\$ 5,071.32	03/28/13

**INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER**

04-15-13 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 04-05-13

Check Number	To	Check Number
234199		234266
Total Checks Paid		\$440,502.34

CHECK #	PAYEE	AMOUNT	DATE
234196	ADECA	\$12,600.00	04/03/13
234197	Postmaster Bulk Mailing	\$ 6,454.04	04/03/13
234198	Blue-Gray Nat'l Collegiate Tennis	\$ 5,000.00	04/04/13

**INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER**

04-15-13 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 04-05-13

Check Number	To	Check Number
234267		234359
Total Checks Paid		\$465,059.71

**INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER**

04-15-13 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 04-12-13

Check Number	To	Check Number
234365		234439
Total Checks Paid		\$195,905.86

CHECK #	PAYEE	AMOUNT	DATE
234360	Boys & Girls Clubs of S. Central of AL	\$1,000.00	04/05/13
234361	Boys & Girls Clubs of S. Central of AL	\$1,000.00	04/05/13
234362	Montgomery Heat Athletic Assoc., Inc.	\$1,000.00	04/05/13
234363	Montgomery Heat Athletic Assoc., Inc.	\$1,500.00	04/05/13
234364	Neopost USA, Inc.	\$ 300.00	04/11/13

**INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER**

04-15-13 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 04-12-13

Check Number	To	Check Number
234440		234539
Total Checks Paid		\$525,895.81

**INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER**

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
04/05/13

Payroll Check Number	115777	To	Payroll Check Number	115887	\$	84,325.46
Direct Deposits					\$	757,098.33
Payroll Check Number	115888	To	Payroll Check Number	115912	\$	263,004.06
Direct Deposits					\$	316,451.34
Federal Deposits					\$	311,635.87
Total Payroll Paid					\$	1,732,515.06

CHECK #
115776

PAYEE
AFLAC

AMOUNT
\$9,347.50

DATE
03/28/13

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID
ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE PAYROLL CHECK REGISTER

**MONTGOMERY COUNTY COMMISSION
PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT is made and entered into on the ____ day of _____, 2013, by and between the MONTGOMERY COUNTY COMMISSION, hereinafter called the Owner, and Goodwyn Mills & Cawood, Inc. (2660 EastChase Lane, Suite 200, Montgomery, AL 36117), hereinafter called the Engineer.

THE OWNER desires the Engineer to perform professional services for :

**INDUSTRIAL PARK BOULEVARD EXTENSION TO SERVE THE DAS PROJECT SITE
MONTGOMERY INDUSTRIAL PARK**

Project Description

An extension (approximately 1,035 linear feet) of the existing 38 foot wide 2 lane, curb and gutter roadway (Industrial Park Boulevard) in the Montgomery Industrial Park to serve the DAS 30 acre site.

Provide plans and specifications for the grade, drain, base, and pave for the extension of Industrial Park Boulevard (approximately 1,035 linear feet) in the Montgomery Industrial Park.

Section 1 Scope of Work

- A. The Engineer agrees to perform professional services in connection with the project as stated in this agreement and will provide complete plans and specifications for letting the project. The Engineer will also serve as the Owner's professional representative in administering the bid process through award of contract. The Engineer will provide design documents conforming to the Alabama Department of Transportation Standard Specifications for Highway Construction, 2012 Edition. **Construction Engineering and Inspection, ADEM permitting, and utility improvements are not a part of the agreement.**
- B. The Engineer's fee shall include right of way and easement acquisition by deed meeting the requirements of the Uniform Act as required by ALDOT. Final platting is not part of this agreement. The Design Survey for this project, Geotechnical Investigations, and pavement recommendations are also a part of this agreement.
- C. The standard of care applicable to Engineer's Services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time and location said services are performed.

Section 2 Responsibilities of the Owner

- A. The Owner will provide all the traffic data deemed necessary by the City and/or State.
- B. Provide a copy of all plats that have been recorded within the subject properties.
- C. Arrange for access and to make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Services under this Contract.

- D. Cooperate with the Engineer in making necessary arrangements with public officials and with such individuals as the Engineer may need to contact for advice, counsel, or information.
- E. Arrange, advertise, and provide location of any and all public meetings/hearings (if) required for this project.
- F. Handle any communication with property owners and business owners including any mail outs.

Section 3 Payment to the Design Professional

- A. The Engineer's compensation in full for satisfactorily providing services as described herein will be an amount NOT TO EXCEED \$51,500.00.
- B. Payments shall be invoiced monthly and be payable by the Owner within twenty days after receipt of the invoice.
- C. In the event the Owner disputes any invoice item, the Owner shall give Engineer written notice of such disputed item within then (10) days after receipt of invoice and shall pay the Owner the undisputed portion of the invoice according to the provisions hereof.

Section 4 Dispute Resolution

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation at any time shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Goodwyn, Mills and Cawood, Inc.

OWNER:

ENGINEER:

MONTGOMERY COUNTY COMMISSION

GOODWYN MILLS & CAWOOD, INC.

Elton N. Dean, Sr., Chairman Date

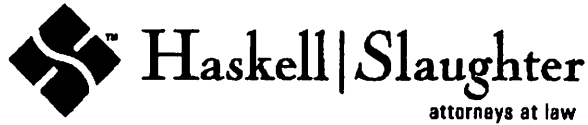
Signature Date

ATTEST:

ATTEST:

Signature

Signature



MONTGOMERY OFFICE
305 South Lawrence Street • Montgomery, Alabama 36104
Post Office Box 4660 • Montgomery, Alabama 36103-4660
f. 334.264.7945 • t. 334.265.8573
www.hsy.com

MEMORANDUM
April 12, 2013

T. T. G-

TO: Donnie Mims
FROM: Tommy Gallion
RE: Montgomery Industrial Park
Professional Services Contract and Agreement for Engineering Services

I have reviewed my legal opinion on this matter dated March 27, 2013. I also reviewed the additional attachment entitled Part II. Terms and Conditions – Federal Guidelines Applicable to Contracts. I also reviewed the revised Professional Services Contract and the Agreement for Engineering Services and both documents now include the dispute paragraph that I recommended in my prior opinion.

I am of the opinion that the services provided for in this contract and agreement are in the best interest of the public health, safety, education, morals, security, prosperity, contentment and the general welfare of the citizens of Montgomery County. I therefore see no reason why this contract and agreement should not be executed if it is the desire of the Commissioners.

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**AGREEMENT FOR ENGINEERING SERVICES
GMC PROJECT NO.**

THIS AGREEMENT, made and entered into this ____ day of March, 2013, by and between Montgomery County Commission, Montgomery, AL, hereinafter referred to as the OWNER, and **GOODWYN, MILLS & CAWOOD, INC.**, hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER desires to have professional engineering services and consultation performed relative to the preparation of plans and specifications for construction of Water and Sewer Extensions, Montgomery Industrial Park, hereinafter referred to as the Project.

WHEREAS, not having engaged any other engineers for the Project, OWNER desires to retain the ENGINEER as its sole and exclusive engineering and consulting firm for the Project;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the OWNER and ENGINEER do agree, each with the other, as follows:

ARTICLE 1. Basic Services.

Preliminary Design Phase

- 1.1 The ENGINEER will consult with the OWNER to determine the OWNER's requirements for the project.
- 1.2 The ENGINEER will conduct preliminary studies and investigations of the proposed work, prepare preliminary cost estimates, and make recommendations as to the general type and quantities of work that appear to be required.
- 1.3 Furnish the preliminary design documents to the OWNER.

Final Design Phase

- 1.4 On the basis of the accepted preliminary design documents and the opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings that show the character and extent of the Project (hereinafter called "Drawings") and Specifications.
- 1.5 Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits and approvals typically required by law for similar projects.
- 1.6 Preparation of the following regulatory permit applications will be considered as part of Basic Services compensation: ADEM Water Supply Permit; ALDOT Right-of-Way Permit; FAA Permit; County Engineering Right-of-Way Permit; Railroad Company Right-of-Way Permit. ENGINEER will assist OWNER in applying for such permits and approvals as may be required. Once the permits are submitted to the regulatory agency, the ENGINEER will monitor the permitting process and all such time for tracking and monitoring shall be considered as Additional Services as stated in Article 2.
- 1.7 Preparation of and application of all other permitting, including environmental permitting as defined in Article 2, County Health Department Permitting, ADEM Stormwater permitting, and other permitting shall be considered Additional Services.
- 1.8 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from



opinions of probable Project Cost prepared by ENGINEER.

- 1.9 Establishing base lines for locating the work with a suitable number of bench marks located adjacent to the work as shown in the project plans.
- 1.10 Reproduction of reports, drawings, specifications, bidding documents and similar project related items as needed.
- 1.11 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.12 Prepare and furnish to the OWNER three copies of a map that shows the general location of any needed construction and permanent easements and any land to be acquired. Property surveys, plats and descriptions, abstracting and negotiations for land or rights shall be accomplished by the OWNER, unless the OWNER requests the ENGINEER to provide these services, for which the ENGINEER shall be compensated as an additional service.
- 1.13 Furnish copies of the above documents and present and review this in person with OWNER.

Bidding Phase

- 1.14 After the OWNER's acceptance of the plans and specifications as well as ENGINEER's most recent estimate of probable Project cost, and upon OWNER's authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding Phase. This phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase.
- 1.15 The ENGINEER will assist the OWNER in preparing the Contract Documents, the bid and any pre-qualification packages, and any necessary advertisements, in receiving bids and any pre-qualification applications for the Project, in conducting any pre-bid conferences and bid openings, and in making recommendations for qualifying contractors and awarding contracts for construction. For projects subject to the competitive bid law, the OWNER is responsible for the final determination of the lowest responsible and responsive bidder to whom a construction contract is awarded, shall obtain such legal counsel as necessary to make that determination, and shall hold ENGINEER harmless therefrom.
- 1.16 Issue addenda as appropriate to clarify, correct or change the bidding documents.
- 1.17 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.18 Consult with and advise OWNER as the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
- 1.19 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and assembling and awarding contracts for construction, materials, equipment and services.

Construction Phase

- 1.20 The ENGINEER will participate in a Pre-Construction Conference prior to commencement of Construction of the Project.



- 1.21 The ENGINEER will make recommendations to the OWNER as to the relative merits of materials and equipment.
- 1.22 The ENGINEER will check and approve any necessary shop and working drawings furnished by contractors.
- 1.23 The ENGINEER will interpret the plans and specifications to protect the original intent of the design as approved by the OWNER, and advise the contractor(s) accordingly. The ENGINEER will not, however, guarantee the performance of any contractor.
- 1.24 The ENGINEER will provide part-time engineering observation of the work of the Contractor as construction progresses, including site visits at intervals appropriate to the various stages of construction as are necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work and to determine, in general, if such work is proceeding in accordance with the Contract Documents. The ENGINEER does not guarantee the performance of the Contractor by the ENGINEER's performance of such construction observation. The ENGINEER's undertaking hereunder shall not relieve the Contractor of his obligation to perform the work in conformity with the Contract Documents, including plans and specifications, and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
- 1.25 The ENGINEER shall have no responsibility for any Contractors' means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs or safety practices, nor shall ENGINEER have any authority or responsibility to stop or direct the work of any Contractor. However, ENGINEER shall have the authority to reject work which does not conform to the Contract Documents.
- 1.26 The ENGINEER will review and approve estimates for progress and final payments. Such recommendations of payments will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in its recommendation), and that payment of the amount recommended is due Contractor(s), but by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.
- 1.27 The ENGINEER will make a final review of the completed improvements to assess compliance with the Contract Documents, including plans and specifications, and will make necessary recommendations to the OWNER.
- 1.28 The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractor(s). If the Project involves more than one prime contract, Construction Phase services may be rendered at different times with respect to the separate contracts. Time extensions or time overruns on the construction contract will require an extension of the engineering services for this phase along with an equitable adjustment to compensate



ENGINEER for such additional services.

- 1.29 ENGINEER shall not be responsible for the acts or omissions of any Contractor or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. ENGINEER shall not be responsible for the adequacy of the Contractor's safety program, safety supervision, or any safety measure which the Contractor takes or fails to take in, on, or near the project site.
- 1.30 Prepare and furnish to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
- 1.31 Coordination of submission to the Grantee the following items at the final inspection: all final pay requests, the ENGINEER's statement that the project has been completed in accordance with the plans and specifications, the contractor's "proof of publication" of the advertisement of completion and request for claims, and any permit releases such as those from a road or highway department permitting the work.
- 1.32 If requested by OWNER verbally or in writing, assist the OWNER in performing a review of project during the warranty period after the date of substantial completion in order to identify any readily apparent items to be included under the Contractor's one (1) year warranty.

ARTICLE 2. Additional Services

The following scope of services shall be considered additional work from the Basic Services outlined in Article 1. Unless the Additional Services are authorized in Article 4, Compensation, in this Agreement, then the OWNER and ENGINEER shall agree through a written amendment hereto, for the ENGINEER to furnish, or obtain from others, additional services of the types listed below. These services will be paid for by the OWNER as indicated in the Agreement.

- 2.1 Geotechnical Investigations and Report including but not limited to soil borings and physical testing of materials and equipment to be incorporated in the work and other such analysis or testing when necessary or deemed advisable by the ENGINEER for the design of the Project.
- 2.2 Geotechnical Materials testing services during construction, including but not limited to collection and testing of concrete cylinders, density testing of compacted soils, asphalt testing, laboratory tests of soils and materials.
- 2.3 Once the regulatory permits, including those outlined in Article 1, are submitted to the regulatory agencies, the ENGINEER will monitor the permitting process and all such time for tracking and monitoring and for re-submittal to an Agency who had lost the application, shall be considered as an Additional Service. Tracking and monitoring will consist of telephone calls, meeting with Agency personnel, and courier services.
- 2.4 Performing Stormwater Permitting Services including preparation of ADEM permits and BMP Plans and performing Stormwater Inspection Services during Construction if required.
- 2.5 Performing survey work for preparation of easements and deeds, courthouse research, easement preparation and acquisition, property preparation and acquisition (including right of way), research of legal documents, boundary surveys, and post construction services.
- 2.6 Performing survey work for engineering controls and construction staking costs, which include alignment, grade and benchmark control staking.
- 2.7 Preparation, submittal and tracking of permits required from the following agencies or any other regulatory agency, other than those specific permits listed in Article 1, Final Design Phase: US Fish



& Wildlife Service, Alabama Historical Commission, Soil Conservation Service, EPA, Corps of Engineers, ADEM, County Health Department. Performing environmental permitting and investigation work including but not limited to wetlands delineation, wetlands mitigation, and field and office work associated with assisting the OWNER in obtaining agency approvals.

- 2.8 Preparation of applications and supporting documents (in addition to those furnished under Article 1, if applicable) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.9 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.10 Services resulting from significant changes in the scope, extent, or character of the portions of the Services designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
- 2.11 Providing renderings or models not defined as part of construction plans for OWNER's use.
- 2.12 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
- 2.13 Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
- 2.14 Additional survey, drafting and field work to prepare Record Drawings showing appropriate record information should the annotated record documents received from Contractor be insufficient for the preparation of the Record Drawings.
- 2.15 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
- 2.16 Assisting OWNER in consultations and discussions with Contractor concerning issues of warranty work required of the Contractor during the specified warranty period.
- 2.17 Preparation of Operations and maintenance manuals.
- 2.18 Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- 2.19 Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

ARTICLE 3. Responsibilities of the OWNER



OWNER agrees to provide ENGINEER with complete information concerning the requirements of the project and to perform the following services:

- 3.1 The OWNER shall provide all criteria and complete information as to the OWNER's requirements for the Project and shall furnish all design and construction standards which the OWNER will require to be included in the engineering plans, specifications, and operational narrative.
- 3.2 The OWNER will assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project.
- 3.3 Hold promptly all required meetings, serve all required notices, fulfill all requirements necessary in the development of the project, and pay all costs incidental thereto.
- 3.4 The OWNER shall arrange for access to and make all provisions for the ENGINEER to enter upon public and private property to perform surveying, testing and other data collection as required for ENGINEER to perform services under this Agreement. OWNER shall appoint and designate in writing a person to act as OWNER's site access representative for such purpose, and shall include contact information for the individual so designated. OWNER agrees to hold the ENGINEER harmless from any and all claims, actions, damages and costs, including but not limited to attorneys fees, arising from OWNER's arrangements and provisions for access to property.
- 3.5 Furnish ENGINEER with a copy of any design and construction standards he shall require ENGINEER to follow for the project.
- 3.6 Furnish ENGINEER with copies of all deeds, plats, property maps and other information necessary to the description and location of all easements and deeds needed for the project.
- 3.7 Designate, in writing, a single person to act as OWNER's Representative with respect to the work to be performed under this agreement. The person designated as Representative shall have complete authority to transmit instructions and to receive information with respect to the work covered by this agreement.
- 3.8 The OWNER shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project. The OWNER shall also provide such legal services as the OWNER may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the ENGINEER to carry out its obligations under this Agreement. It is expressly understood and agreed that the ENGINEER itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.
- 3.9 The OWNER agrees to pay ENGINEER the Additional Services as may be required for the Project, as outlined in this agreement.
- 3.10 Be the Applicant for all permits and environmental clearances necessary to construct the Project and pay for any and all regulatory permitting and application fees.
- 3.11 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and Substantial Completion and final payment inspections. Routinely perform site visits to observe the progress and quality of the various aspects of contractor's work and to determine, in general, if such work is proceeding in accordance with the OWNER's requirements of the Project.

ARTICLE 4. Compensation



- 4.1 The OWNER agrees to pay to the ENGINEER a total fee of 0.00 for the Preliminary Design Phase, the Final Design Phase, the Bidding Phase and the Construction Phase which shall be paid as outlined in paragraphs 4.2, 4.3 and 4.4 below:
- 4.2 For the Design Phase, a fee of \$17,160.00, or sixty (60) percent of total engineering costs, shall be paid in monthly installments as work progresses.
- 4.3 For the Construction Phase, a fee of \$8,580.00 or thirty (30) percent of total project engineering costs, will be paid on a proportionate basis during project construction.
- 4.4 A final payment of \$2,860.00, or ten (10) percent of total project engineering costs, will be retained until the final inspection has been made and as-built plans have been submitted to the OWNER.
The OWNER agrees to pay to the ENGINEER the following fees which shall be paid in monthly installments as work progresses:
- 4.5 For Geotechnical Borings and Report during the Design Phase, the OWNER will pay ENGINEER a lump sum fee, which will be negotiated once the final scope of work is determined. A written amendment to this agreement will be made. The fees shall be paid in monthly installments as work progresses.
- 4.6 For Geotechnical Engineering and Materials Testing Services during the Construction Phase, the OWNER will pay ENGINEER a fee based upon the attached Geotechnical Rate & Fee Schedule. A cash allowance may be established in the Construction Contract at the discretion of the OWNER.
- 4.7 For Stormwater Permitting costs, which include permit and BMP preparation, permit transfer, permit termination and monthly inspections, the OWNER will pay ENGINEER a fee based upon the attached GM&C Standard Rate & Fee Schedule and the fee will be included as a cash allowance in the construction contract.
- 4.8 For easement / property acquisition (including right of way) and deed surveys and preparation, if needed, the OWNER will pay ENGINEER a lump sum fee to be negotiated once the full extent of the scope of work is known.
- 4.9 For engineering controls and construction staking costs, which include alignment, grade and benchmark control staking, the OWNER will pay ENGINEER a lump sum fee of \$N/A.
- 4.10 For environmental and regulatory permitting in accordance with Article 2, the OWNER will pay ENGINEER a fee based upon the attached GM&C Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses.
- 4.11 For tracking and monitoring regulatory permit applications in accordance with Article 2, the OWNER will pay ENGINEER a fee based upon the attached GM&C Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses.
- 4.12 The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, that are mutually agreed upon by the OWNER and the ENGINEER, shall be incorporated in written amendments to this Agreement.
- 4.13 If the period of service for construction observation or for engineering services during construction is extended due to time extensions or time overruns to the construction contract, compensation for these additional construction observation and engineering services during the extended Period of Service shall be at the rates shown in the GM&C Standard Rate & Fee Schedule. The



OWNER and ENGINEER will mutually agree upon the level of additional construction observation at the time of such occurrence.

- 4.14 OWNER shall reimburse ENGINEER for all costs incurred for the OWNER's direct instruction to rebid the project at the rates shown in the GM&C Standard Rate & Fee Schedule.
- 4.15 Compensation for services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration or administrative proceeding shall be paid by OWNER at a rate of two times the ENGINEER's standard hourly rates. Whenever ENGINEER's bill to OWNER includes charges for ENGINEER's consultants for such services, those charges shall be the amounts billed by ENGINEER's consultant to ENGINEER times a factor of two.
- 4.16 Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

ARTICLE 5. Relationship of the Parties

- 5.1 The parties intend that this Agreement create an independent contractor relationship between them. The ENGINEER is a professional corporation and is not an agent or employee of OWNER for any purpose. The ENGINEER cannot and will not represent that he has the authority to bind OWNER in any contractual manner. Nevertheless, with regard to the bidding and construction phases, it is understood that ENGINEER may serve as the OWNER's representative with full authority to participate therein as designated in Article 1, above. Moreover, OWNER agrees to defend and hold ENGINEER, its employees, directors, officers and agents, harmless from any and all claims, suits, damages and expenses, including but not limited to attorneys fees, resulting from or based upon ENGINEER's actions as OWNER's representative.
- 5.2 Neither party is to represent to others that the relationship between them is other than as stated above.
- 5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.
- 5.4 The OWNER and the ENGINEER each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 6.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 5.5 Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance of services hereunder.



- 5.6 ENGINEER may employ such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance or furnishing of services under this Agreement. ENGINEER shall not be required to employ any consultant unacceptable to ENGINEER.

ARTICLE 6. Ownership and Use of Project Documents

- 6.1 All documents are instruments of service in respect to the Services, and ENGINEER shall retain an Ownership and proprietary property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Services are completed.
- 6.2 Copies of documents that may be relied on by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- 6.3 OWNER may make and retain copies of documents for information and reference in connection with the services by OWNER. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.
- 6.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 6.5 Any verification or adaptation of the documents for extensions of the services or for any other services will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

ARTICLE 7. Liability and Indemnity

- 7.1 The ENGINEER will not be responsible for delays, disruptions or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the ENGINEER.
- 7.2 OWNER may not utilize ENGINEER's construction cost estimate after thirty calendar days from the date of delivery to OWNER without ENGINEER's written consent. Estimates of cost are made on the basis of the ENGINEER's experience, qualifications, and professional judgment, but since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by ENGINEER. Approvals, recommendations, estimates and decisions by the ENGINEER are made on the basis of the ENGINEER's experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.
- 7.3 Notwithstanding any other provision of this Agreement, the ENGINEER's total liability to the OWNER for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the ENGINEER's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or



the proceeds paid under ENGINEER's liability insurance in effect at the time such claims are made. The OWNER hereby releases the ENGINEER from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

- 7.4 Any and all liability resulting from conditions not created or caused to be created by the ENGINEER shall be the liability of the OWNER. Any and all liability that may arise from the construction, Ownership and/or operation of the improvements is solely the responsibility of the OWNER, and the OWNER hereby agrees to indemnify and hold the ENGINEER harmless from such liability, claims, actions, loss or damage, including but not limited to attorney's fees, arising therefrom.

ARTICLE 8. Termination

- 8.1 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due ENGINEER at such time shall be computed upon applicable terms of Article 5, the amount of work completed or in progress as of the termination date and ENGINEER's reasonable cost of winding down its services after termination.

ARTICLE 9. Dispute Resolution

- 9.1 If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation at any time shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Goodwyn, Mills and Cawood, Inc.

ARTICLE 10. Miscellaneous

- 10.1 This Agreement represents the entire and integrated Agreement between the OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the OWNER and the ENGINEER.
- 10.2 It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 10.3 It is expressly understood and agreed that the indemnity and insurance obligations of this Agreement, as well as the ENGINEER's proprietary interest in its engineering plans and specifications, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.
- 10.4 This Agreement is to be governed by the laws of the State of Alabama.



- 10.5 The ENGINEER also agrees to the terms and conditions set forth in Part II – TERMS AND CONDITIONS hereto attached to this agreement outlining Federal Guidelines Applicable to Contracts.

WHEREFORE, the undersigned, by their signatures, certify that they have carefully read this Agreement, understand the terms and conditions contained herein, have proper authority to execute this Agreement, and do so as their own free act:

OWNER:

MONTGOMERY COUNTY COMMISSION

By: _____
Elton N. Dean, Sr.

Title: Chairman

Attest:

Donald L. Mims

County Administrator

ENGINEER:

GOODWYN, MILLS & CAWOOD, INC.

By: _____
Derril L. Strickland, PE

Title: Regional Vice President

Attest:

(name and Title)

PART II -- TERMS AND CONDITIONS

Federal Guidelines Applicable to Contracts

1. Audits and Inspections/Access to Records/Record Retention

At any time during normal business hours and as often as the OWNER may deem necessary, the ENGINEER shall make available to the OWNER for examination of all its records with respect to matters covered by this Contract and will permit the OWNER to make audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, conditions of employment, and other data relating to all matters covered by this Contract.

The ENGINEER shall retain all books, documents, papers and records which are directly pertinent to this Contract for a period of three (3) years following completion of the contracted work and expiration of the Contract, unless written permission to destroy them is granted by the OWNER.

2. Title VI Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

3. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

4. Interest of Members of the Local Government and Other Local Public Officials

No officer, member or employee of the OWNER and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or in connection with the planning or carrying out of this Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The ENGINEER shall take appropriate steps to assure compliance.

5. Interest of the ENGINEER

The ENGINEER covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The ENGINEER further covenants that in the performance of this Contract, no person having any such interest shall be employed.

6. Officials Not to Benefit

No members of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise herefrom.

7. Rehabilitation Act of 1973, Section 504 Handicapped: Affirmative Action for Handicapped Workers
(Applicable to Contracts \$2,500 or greater)

- A. The ENGINEER will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The ENGINEER agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The ENGINEER agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the ENGINEER'S noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the ENGINEER'S obligations under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The ENGINEER will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The ENGINEER will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

8. Age Discrimination Act of 1975 (Applicable to Contracts of \$2,000 or greater)

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination receiving Federal financial assistance.

9. Non-Segregation

The ENGINEER certifies that all facilities utilized in performance of said duties outlined herein will not be segregated in any form or manner.

10. Equal Employment Opportunity/Executive Order 11246 Compliance (Applicable to Contracts of \$10,000 or greater)

During the performance of this Contract, the ENGINEER agrees as follows:

- A. The ENGINEER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- B. The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The ENGINEER shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotions or transfers; recruitment or

recruitment advertising; layoffs or terminations; rates of pay of other forms of compensation; selection for training including apprenticeship; and participation in recreational and educational activities.

The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices which will be provided by the OWNER setting forth the provisions of this non-discrimination clause.

- C. The ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - D. The ENGINEER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor; provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - E. The ENGINEER shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the OWNER may require.
 - F. The ENGINEER agrees to comply with such rules, regulations, or guidelines as the OWNER may issue to implement these requirements, as attached hereto.
 - G. In the event of the ENGINEER'S noncompliance with the noncompliance clause of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the ENGINEER may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
11. Special Equal Opportunity Provisions (Applicable to Federally Assisted Construction Contracts and Related Subcontracts \$10,000 and under). Three paragraph Equal Opportunity Clause for activities and contracts not subject to Executive Order 11246, as amended.

During the performance of this Contract, the ENGINEER agrees as follows:

- A. The ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The ENGINEER shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - B. The ENGINEER shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The ENGINEER shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - C. The ENGINEER shall incorporate the foregoing requirements into all subcontracts.
12. "Section 402" Veterans of the Vietnam Era: Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Applicable to Contracts of \$10,000 and over)

- A. The ENGINEER will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The ENGINEER agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based on their disability or veteran status in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The ENGINEER agrees that all suitable employment openings of the ENGINEER which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the ENGINEER other than the one wherein the Contract is being performed but excluding those of the ENGINEER independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The ENGINEER further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs D and E.

- C. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligation which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing therein is intended to relieve the ENGINEER from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
- D. The reports required by paragraph B. of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the ENGINEER has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring local (1) the number of individuals hired during the reporting period; (2) the number of non-disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The ENGINEER shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location, copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or one of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
- E. Whenever the ENGINEER becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the ENGINEER is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The ENGINEER may advise the State system when it is no longer bound by the contract clause.
- F. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

- G. The provisions of paragraphs B, C, D and E of this clause do not apply to openings which the ENGINEER proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
- H. As used in this clause:
1. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the ENGINEER proposed to fill from within this own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
 2. "Appropriate officer of the State employment service system" means the local office of the Federal, State national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.
 3. "Openings which the ENGINEER proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the ENGINEER'S organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the ENGINEER proposes to fill from regularly established "recall" lists.
 4. "Openings which the ENGINEER proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the ENGINEER proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the ENGINEER and representatives of his employees.
- I. The ENGINEER agrees to comply with the rules, regulations and relevant orders of Secretary of Labor issued pursuant to the Act.
- J. In the event of the ENGINEER'S non-compliance with requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders for the Secretary of Labor issued pursuant to the Act.
- K. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by their Director, provided by or through the contracting officer. Such notice shall state the ENGINEER'S obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
- L. The ENGINEER will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the ENGINEER is bound by

the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

- M. The ENGINEER will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that provisions will be binding upon each subcontractor or vendor. The ENGINEER will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for non-compliance.

13. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development through the Alabama Department of Community and Economic Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project Area and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the Project.
- B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The ENGINEER will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The ENGINEER shall include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The ENGINEER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the Project, binding upon the application or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

14. Section 3 Plan Format (Applicable to Contracts of \$10,000 and greater)

The ENGINEER agrees to implement the following specific affirmative action steps directed at increasing the utilization of low-income residents and businesses within the OWNER.

- A. To ascertain from the locality's U&CF program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the OWNER the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area. Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program if formal agreements are in existence.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

The officers and representatives of the ENGINEER, upon execution of this Agreement, have read and fully agree to this Affirmative Action Plan, and become a part to the full implementation of this program.

15. Non-Influence Assurances

The ENGINEER certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the ENGINEER, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the ENGINEER shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The ENGINEER shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

16. Beason-Hammon Alabama Taxpayer and Citizen Protection Act

- A. By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

State of Alabama)
County of Montgomery)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: April 11, 2013

RE Contract/Grant/Incentive (describe by number or subject): Montgomery Industrial Park CDBG Grant Project, Water & Sewer Extensions by and between
Goodwyn, Mills & Cawood, Inc. (Contractor/Grantee) and
Montgomery County Commission (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of Regional Vice President with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

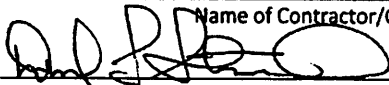
EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

- X (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
- ____ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.
3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
 4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this 11th day of April 2013.

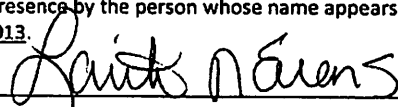
Goodwyn, Mills and Cawood, Inc.

Name of Contractor/Grantee/Recipient

By: 

Its: Regional Vice President

The above Certification was signed in my presence by the person whose name appears above, on this 11th day of April 2013.

WITNESS: 

Lanita N. Evans

Printed Name of Witness



Haskell|Slaughter
attorneys at law

MONTGOMERY OFFICE

305 South Lawrence Street • Montgomery, Alabama 36104
Post Office Box 4660 • Montgomery, Alabama 36103-4660
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www.hsy.com

MEMORANDUM
April 12, 2013

T. T. G-

TO: Donnie Mims
FROM: Tommy Gallion
RE: Montgomery Industrial Park
Professional Services Contract and Agreement for Engineering Services

I have reviewed my legal opinion on this matter dated March 27, 2013. I also reviewed the additional attachment entitled Part II. Terms and Conditions – Federal Guidelines Applicable to Contracts. I also reviewed the revised Professional Services Contract and the Agreement for Engineering Services and both documents now include the dispute paragraph that I recommended in my prior opinion.

I am of the opinion that the services provided for in this contract and agreement are in the best interest of the public health, safety, education, morals, security, prosperity, contentment and the general welfare of the citizens of Montgomery County. I therefore see no reason why this contract and agreement should not be executed if it is the desire of the Commissioners.

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PUBLIC BENEFIT AGREEMENT

THIS AGREEMENT ("Agreement") dated _____, 2013 ("Effective Date") is made by and between BellSouth Telecommunications, LLC, d/b/a AT&T Alabama ("AT&T Alabama" or the "Company"), a Georgia corporation, and Montgomery County, Alabama, ("County") and applies to subscribers within the unincorporated areas of the County. AT&T Alabama and County shall sometimes be referred to separately as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, as a telephone corporation, AT&T Alabama asserts that it has a statewide franchise under Alabama Code Section 23-1-85 (1975) and its predecessors and by operation of law to construct, operate and maintain its telecommunications facilities in the public rights of way ("ROW") throughout the state of Alabama without having to obtain a local franchise or pay franchise fees. This assertion by AT&T Alabama is supported by the opinion of the Alabama Attorney General Opinion 2008-021 issued to Representative Greg Canfield; and

WHEREAS, AT&T Alabama is in the process of modifying its existing telecommunications network to provide an integrated Internet Protocol ("IP") enabled broadband platform of voice, data and video services ("IP Network"), the video component of which AT&T Alabama asserts is a switched, two-way, point-to-point and interactive service ("IP-enabled Video Service"). The IP Network upgrade will involve the use of the County's ROW.

NOW, THEREFORE, in consideration of and reliance upon the respective representations, promises, concessions, terms and conditions contained herein, County and AT&T Alabama agree as follows.

1. Term. The term of this Agreement shall be from the Effective Date of this Agreement through December 31, 2023. The term may be extended upon mutual agreement of the Parties.

A. The Parties agree to consult in the event that, after the Effective Date, any court, agency, commission, legislative body, or other authority of controlling jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either County or AT&T Alabama, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either Party, within thirty (30) days of receipt of the finding, provides written notice to the other party of election to terminate, in which case this Agreement shall terminate within six (6) months or such earlier period as the Parties mutually may agree. Where the effect of a finding is a modification, the Parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the Parties. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either Party to terminate the Agreement on the provision of thirty (30) days' written notice.

B. In addition to the termination rights set forth in section 1(A) above, AT&T Alabama shall have the right to terminate this Agreement and all obligations hereunder upon ninety (90) days notice to the County, if (a) AT&T Alabama concludes in its reasonable business judgment that IP Video Service in the County is no longer technically, economically or financially consistent with AT&T Alabama's business objectives; (b) Title VI of the Communications Act of 1934, as amended, obligations or any similar obligations are imposed on AT&T Alabama; or (c) it becomes clear that AT&T Alabama must offer or provide IP Video Service pursuant to a franchise (cable or otherwise) and/or franchise-like requirements or other local authorization.

2. Compensation to County. During the term of this Agreement, AT&T Alabama shall pay to County a fee equal to 3% of the Gross Revenues from subscription fees collected from each subscriber to AT&T Alabama's IP Video Services product delivered over the IP Network in the County's ROW to subscribers in the unincorporated areas of the County, including any Gross Revenues from video services included in a bundle of services. The fee ("IP Video Services Provider Fee") will be identified and passed through on any subscriber bill by AT&T Alabama, and all such fees collected will be forwarded to County quarterly and shall be due 45 days after the end of each quarter. Any fees paid to the County pursuant to this Agreement shall be in lieu of any franchise, business, privilege, or similar fees or taxes.

Payment shall be accompanied by a report, in such form and containing sufficient detail to determine AT&T's compliance with this Section, not later than forty-five (45) days after the last day of each March, June, September, and December, throughout the term of this Agreement setting forth the Gross Revenue for the quarter ending on said last day. The County shall have the right to audit any such payment for a period of three (3) years, and no acceptance of any payment shall be deemed final until the period for audit shall have expired. The County may not employ an auditor whose compensation is dependent in any manner upon the outcome of any such audit.

A. For purposes of this Agreement, Gross Revenues are limited to amounts billed to and collected from AT&T Alabama IP Video Services product subscribers for the following:

- (a) recurring charges for IP Video Services;
- (b) event-based charges for IP Video Services, including but not limited to pay-per-view and video-on-demand charges;
- (c) rental of set top boxes and other IP Video Services equipment;
- (d) service charges related to the provision of IP Video Services, including, but not limited to, activation, installation, and repair; and
- (e) administrative charges related to the provision of IP Video Services, including, but not limited to, service order and service termination charges.

B. For purposes of this Agreement, Gross Revenues do not include:

- (a) uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected fees, less expenses of collection, shall be included in Gross Revenues in the period collected;
- (b) discounts, refunds, and other price adjustments that reduce the amount of compensation received by AT&T Alabama;
- (c) late payment fees;
- (d) maintenance charges;
- (e) amounts billed to IP Video Services subscribers to recover taxes, fees or surcharges imposed upon IP Video Services subscribers in connection with the provision of IP Video Services, including the IP Video Services Provider Fee authorized by this section;
- (f) revenue from the sale of capital assets or surplus equipment or
- (g) charges, other than those described in subsection 2(A), that are aggregated or bundled with amounts billed to IP Video Services subscribers, including but not limited to any revenues received by AT&T Alabama or its affiliates for telecommunications services, information services, or the provision of directory or Internet advertising (including yellow pages, white pages, banner advertisement, and electronic publishing).

C. (1) "Gross Revenues" which are subject to the IP Video Service Provider Fee paid by AT&T Alabama additionally include a pro rata portion of all revenue collected by AT&T Alabama pursuant to compensation arrangements for advertising (less any commissions AT&T Alabama receives from any third party for advertising) and home-shopping sales derived from the operation of AT&T Alabama's IP Video service within the County.

(2) Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Company may make to advertisers) shall not be deducted from advertising revenue included in gross revenue. The allocation of advertising and home-shopping revenue referred to above shall be based on the number of subscribers in the County divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

3. Public, Educational and Governmental Programming. In recognition of the technical architecture of IP Video Services AT&T Alabama will make PEG capability available with AT&T Alabama's IP Video Service network, at such time as AT&T Alabama achieves 10% market share of the pay TV subscriber market within County or within 180 days of AT&T Alabama's launch of IP Video Services and subject to reasonable economic and technical feasibility considerations. AT&T Alabama will provide two (2) programming streams or the

number of programming streams provided by the incumbent cable company with the most subscribers in the County on the effective date of this Agreement.

Any operation of any PEG access channel by County shall be the responsibility of County, and AT&T Alabama's only obligation, if any, is the responsibility for the transmission of such channel. The County will be responsible to ensure that all transmissions, retransmissions, content, or programming that may be requested to be transmitted over a channel or facility by AT&T Alabama in the future, if any, are provided or submitted to AT&T Alabama, at the AT&T Alabama's designated connection point, in a manner or form that is capable of being accepted and transmitted by AT&T Alabama, without requirement for additional alteration or change in the format or content by AT&T Alabama, over the network of the AT&T Alabama, and which is compatible with the technology or protocol utilized by AT&T Alabama to deliver IP Video Services.

If technically and economically feasible, AT&T Alabama will, at its discretion, use reasonable efforts to interconnect with the incumbent cable provider to provide PEG programming.

4. Emergency Message. AT&T Alabama shall carry all Federal, State and Local alerts provided over the "Federal Emergency Alert System" through AT&T Alabama's IP-enabled Video Services in the event of a public safety emergency, which at a minimum will include the concurrent rebroadcast of local broadcast channels.

5. Customer Service Standards. AT&T Alabama shall comply with the customer service requirements set forth in 47 C.F.R. Section 76.309(c) as may be amended from time to time.

6. Obligations of County. During the term of this Agreement, County will not subject, nor attempt to subject, the provision of AT&T Alabama's IP-enabled Video Services over the IP Network to regulation under any cable television franchise ordinance or similar ordinance. In addition:

- (a) County agrees to subject the construction and installation of the IP Network to the same process and review as it subjects the installation and construction of AT&T Alabama's existing telecommunications infrastructure.
- (b) County agrees not to unreasonably block, restrict, or limit the construction and installation of the IP Network.
- (c) County agrees to process any and all applicable permits for the installation, construction, maintenance, repair, removal, and other activities associated with the IP Network in a timely and prompt manner.

7. Rights of Way. The County shall maintain reasonable police powers over installation of facilities in the public rights of way. AT&T Alabama shall maintain its facilities in a condition which shall not pose unreasonable danger to the safety of the traveling public. Nothing in this Agreement shall in any way reduce or expand the County's authority over the public ROW.

8. Insurance. AT&T Alabama agrees to either obtain a policy of public liability insurance in an amount not less than \$1,000,000 with the County named as an additional insured under such policy or provide the County with proof of self insurance in an amount not less than \$1,000,000.

9. Breach of Agreement. Should either party claim that a breach of any part of this Agreement has occurred, that party will provide prompt written notice to the other, specifying the nature of the breach; and upon receipt the other party shall cure such breach within 60 days.

10. Dispute Resolution. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, then any disputes not resolved by mediation shall be decided either in the Circuit Court of Montgomery County, Alabama or in the United States District Court for the Middle District of Alabama and governed by the laws of the State of Alabama.

11. Non-discrimination. AT&T Alabama shall not deny access to its IP Video Services to any group of potential residential customers because of the income of the residents of the local area in which the group resides.

12. Notices. Any notice to be given under this Agreement shall be in writing and may be delivered to either personally, by facsimile or by certified or registered mail with postage prepaid and return receipt requested, addressed as follows:

If to County:

Honorable Elton N. Dean, Sr., Chairman
Montgomery County Commission
P. O. Box 1667
Montgomery, AL 36102

If to AT&T Alabama:

AT&T Alabama
General Counsel – Alabama
Suite 28A2
600 19th Street N
Birmingham, AL 35203

13. Modification. This Agreement may be amended or modified only by a written instrument executed by both Parties.

14. Assignment. AT&T Alabama may not assign or transfer this Agreement or any interest therein without the prior consent of County except to any affiliate of AT&T Alabama. Notwithstanding anything to the contrary, no consent shall be required, however, for (1) a transfer of an agreement or any interest therein to an Affiliate or (2) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title or interest of AT&T in this Agreement or the system in order to secure indebtedness

15. Entire Agreement. This Agreement constitutes the entire agreement between County and AT&T Alabama with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between County and AT&T Alabama regarding the subject matter hereof.

16. Relationship of the Parties. The Parties understand, acknowledge and agree that by making and entering into this Agreement, the City is not in any way or for any purpose a partner of or joint venturer with AT&T Alabama in the conduct of AT&T Alabama's business or activities as a public utility, nor does this Agreement constitute the City's endorsement of AT&T Alabama's activities as such.

17. Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

18. Miscellaneous.

A. AT&T Alabama and County each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.

B. The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.

C. AT&T Alabama and County shall cooperate fully with one another in the execution of any and all other documents and in the completion of any additional actions including, without limitation, the processing of permits that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

D. Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.

19. Binding Effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

20. Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile and any signature transmitted by facsimile will be given the same force and effect as an original signature.

21. Force Majeure. If the performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by a force majeure, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of this ____ day of _____, 2013.

(Signature page follows)

AT&T Alabama

By: _____

Name: Fred McCallum, Jr.

Title: President – AT&T Alabama

State of Alabama)

County of _____)

Sworn to and subscribed before me this _____ day of _____, 2013.

NOTARY PUBLIC

SEAL

My Commission Expires: _____

MONTGOMERY COUNTY

By: _____

Name: Elton N. Dean, Sr.

Title: Commission Chairman

State of Alabama)

County of _____)

Sworn to and subscribed before me this _____ day of _____, 2013.

NOTARY PUBLIC

SEAL

My Commission Expires: _____

1075548

RESOLUTION

BE IT RESOLVED by the Montgomery County Commission ("MCC"), Montgomery County, Alabama that BellSouth Telecommunications, LLC d/b/a AT&T Alabama (AT&T Alabama or the "Company") its subsidiaries, successors and assigns be and hereby are authorized to lay, construct, lease and/or operate a system for the provision of cable or other video service, together with the right to make, install, maintain, repair and replace such facilities as may be reasonably necessary or desirable within the boundary of Montgomery County roads and rights-of-ways and, subject to any necessary private agreements, for attaching to said poles, transmission wires and lines of other utilities, provided that said AT&T Alabama shall not make any opening in any county roadway unless it has first received a permit to do so from the public agency in Montgomery County having jurisdiction over said public roads; and further, that the consent hereby granted shall be on a non-exclusive basis. AT&T Alabama shall pay MCC a fee equal to three percent (3%) of gross revenue received by it for AT&T Alabama's IP Video Services product delivered over the IP Network in the County's ROW to Montgomery County subscribers which are outside of an incorporated municipality, including any Gross Revenues from video services included in a bundle of services. Said payments shall be paid quarterly for receipts received during each prior three month period of each year and shall be paid within forty-five (45) days immediately following said dates. MCC shall have the right to examine the books of Company to certify the gross revenue.



Haskell|Slaughter
attorneys at law

MONTGOMERY OFFICE

305 South Lawrence Street • Montgomery, Alabama 36104
Post Office Box 4660 • Montgomery, Alabama 36103-4660
f. 334.264.7945 • t. 334.265.8573
www.hsy.com

MEMORANDUM

March 21, 2013

TTb

TO: Donnie Mims
FROM: Tommy Gallion
RE: Public Benefit Agreement
BellSouth Telecommunications, LLC dba AT&T Alabama

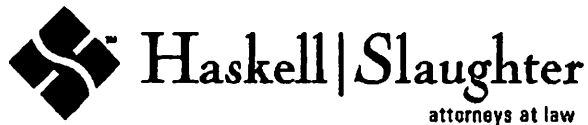
I have reviewed your March 20, 2013 memorandum and the Public Benefit Agreement by and between BellSouth Telecommunications, LLC dba AT&T Alabama and Montgomery County, Alabama. This agreement expires on December 31, 2023 (ten years).

I noticed on page 2, Section 2. Compensation to County that the percentage amount has not been filled in. It is important that this amount be agreed to and added to the agreement prior to execution.

On page 5, Section 3, Section 10. Dispute Resolution, we need to insert the County's normal dispute paragraph.

I am of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, morals, security, prosperity, contentment and the general welfare of the citizens of Montgomery County. I therefore see no reason why this agreement should not be executed if it is the desire of the Commissioners.

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MONTGOMERY OFFICE
305 South Lawrence Street • Montgomery, Alabama 36104
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t. 334.264.7945 • f. 334.265.8573
www.hsy.com

MEMORANDUM

April 12, 2013

T.T.6.

TO: Donnie Mims
FROM: Tommy Gallion
RE: Public Benefit Agreement
BellSouth Telecommunications, LLC dba AT&T Alabama

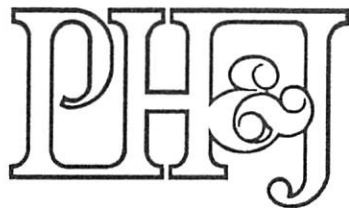
I have reviewed your April 12, 2013 memorandum. I also reviewed the Public Benefit Agreement, which I assume is the same one that I reviewed in March, since my two suggested changes have not been made to the document. Please make sure the percentage amount needed on page 2, Section 2 is agreed upon and filled in prior to execution. (We used 3% in the Mon-Cre agreement.) Also please make sure to insert the County's normal dispute paragraph on page 5, Section 3.

The first paragraph under Recitals of the Public Benefit Agreement states that AT&T has a statewide franchise under Alabama Code Section 23-1-85 (1975) that allows them and its predecessors to operate and maintain its telecommunications facilities in the public rights of way throughout the state of Alabama without having to obtain a local franchise or pay franchise fees. Essentially, their agreement covers what is in the franchise agreement. I also reviewed Attorney General's Opinion Letter 2008-021. Therefore, it is my legal opinion that Montgomery County **not** require AT&T to sign a franchise agreement.

I do believe that a resolution is in order and it is attached hereto. I have highlighted the percentage for ease of changing should AT&T not agree to 3%.

After the two above changes are made, I am of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, morals, security, prosperity, contentment and the general welfare of the citizens of Montgomery County. I therefore see no reason why this agreement should not be executed if it is the desire of the Commissioners.

50051-317
4,773,648



architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

807 SOUTH MCDONOUGH STREET • MONTGOMERY, AL 36104-5080 POST OFFICE BOX 215-36101
Tel 334/265-8781 / Fax 334/265-9208 • Email: phjarch@bellsouth.net • Website: www.phjarchitects.com

Renis O. Jones, Jr., FAIA

J. Roland Pond, AIA

E. Griffin Harris, AIA

John R. Gandy, AIA

Harrell G. Gandy, AIA

Renis O. Jones, III, AIA

Patrick T. Addison, AIA

Wednesday, March 20, 2013

Mr. John Mitchell, Deputy Administrator
Montgomery County Commission, Montgomery, Alabama
Post Office Box 1667
Montgomery, AL 36102-1667

RE: Exterior Weatherization at the Montgomery County Courthouse – Annex 1 for the
Montgomery County Commission - Montgomery, Alabama
PH&J #0818-GVG

Mr. Mitchell,

I have received a proposal from Hixson Consultants, Inc. to come to Montgomery and participate in examining the water leak at the Courthouse and help in its fix. Hixson offered a pro-rated proposal of \$1,150.00 to make this visit. This is because they are involved in the weatherization project at Annex 1, and are due in the next few weeks to come and visit the job to make sure the work is being completed per their recommendations. The figure quoted above is a savings of \$500.00 over performing the work as a stand-alone visit.

CannDauSon Construction, who has the contract on Annex 1, has been briefed on the problem at the Courthouse and is standing by to participate in the examination and in the fix.

Please review and let me know if this proposal is acceptable to the Commission.

If you have any questions, please call.

Sincerely,

Patrick T. Addison, AIA

Cc: Patricia Silas, Pat Litchfield, Griffin Harris, Brian Klinkhammer, File



HIXSON
Consultants, Inc.

Building Envelope Solutions Team

947 1st Ave West
Alabaster AL 35007

Phone: (205) 663-2220
Fax: (205) 664-5115

February 27, 2013

PROPOSAL FOR APPLIED TECHNICAL CONSULTING SERVICES

County Courthouse **Montgomery, AL**

Mr. Patrick Addison
PH&J Architects, Inc.
807 South McDonough Street
Montgomery, AL 36104
phjarch@bellsouth.net

The Hixson Consultants, Inc., HCI, Building Envelope Solutions Team appreciates this opportunity to submit our proposal for consulting services for onsite discovery of wall penetration issues on the above facility. We are submitting our proposal in keeping with your request and review of the sketch you submitted.

BASIC SERVICES OFFERED

- A. Onsite observation of wall penetration on the above mentioned project. Observations will be followed with a report and photo log identifying conditions contributing to water infiltration entry areas. Report will include remedial recommendations.

Qualifications and Limitations of Services

1. All comments made of work installed are presented for information and recommendation only, and are based on our past considerable experience and our desire to facilitate long-term performance with minimal expected maintenance burden to the Building Owners. We do not assume Construction Management or final authority for the means and methods and to make changes to the Work or to installers' scope beyond their contract. Our limit of liability for recommendations made by Hixson Consultants, Inc. is our reputation.
2. We will need access to the interior to observe the back of the problematic wall. Hixson Consultants, Inc. carries General Liability and Workman's Compensation insurance.
3. Our Standard Terms and Conditions included apply to this work and all service delivery.

Value • Integrity • Experience

Roofing • Waterproofing • Architectural Sheet Metal • Glazing • Wall Systems

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COST OF BASIC SERVICES OFFERED:

- A. Onsite discovery observations of existing below-grade pipe penetration conditions. Report and photo log to follow identifying possible water infiltration entries and remedial recommendations.

Stand Alone Trip
FOR THE SUM OF \$ 1,650.00

Pro-rated Travel with another HCI Project while in the Montgomery Area
FOR THE SUM OF \$ 1,150.00

Unit Costs for Hourly Fees for Basic Services and for Additional Services Requested and Provided:

• Principal	\$175 (Roofing, Wall Systems and Waterproofing)
• Sr. Consultant	\$150
• Infrared	\$135
• Consultant / CAD	\$125
• Senior Tech	\$90
• Tech	\$75
• Administrative	\$90
• Clerical	\$65

Reimbursable expenses if applicable will be invoiced at cost plus 10%. Examples of reimbursable expenses include travel, testing, reprographics and color photo printing. Reimbursable expenses are included in the price above.

We will not proceed with work beyond the budgeted amount without prior authorization from our Client. We welcome discussing our services in detail at your convenience. We pledge to you our very best efforts and expertise. Please advise of any questions, comments or suggestions.

Thank you for contacting Hixson Consultants, Inc. and may we continue our valued business relationship with your team?

Respectfully Submitted,
Hixson Consultants, Inc.
Greg L. Cunningham

Greg L. Cunningham

Senior Consultant
Wall Systems, Glazing, and Chamber Water Testing

cc: Ben Hixson, Principal

I have read and agree to the terms and conditions included.

Agreed to by:

Printed Name

E-mail Address

Signature

Telephone Number

Title

Fax Number

Date

Invoice sent to the attention of:

☐ Same as above

Printed Name of Person Authorized for Payment

E-mail Address

Billing Address:

Street or PO Box

Direct Telephone Number

City, State, Zip Code

Fax Number

**HIXSON CONSULTANTS, INC.
CONSULTING SERVICES TERMS AND CONDITIONS**

I. COMPENSATION

A. Fee compensation to Hixson Consultants, Inc. hereafter also HCI, for Basic Services shall be invoiced monthly based on actual hours expended by HCI at our prevailing rates.

B. The budget amount represents the estimated cost to our Client limited to the Basic Services (excluding any / all reimbursable expenses) as outlined in Section I.A. of the Agreement and is conditional upon all of the terms and conditions stated herein. HCI shall endeavor to provide the Basic Services within the estimated budget and shall also endeavor to notify Client prior to exceeding this budget; however, in all circumstances Client agrees and accepts to compensate HCI for all hours expended in the interest of the project.

C. Reimbursable Expenses are in addition to fee compensation for services and include actual expenditures made / incurred by HCI and / or its agents in the interest of the project and resulting directly from the performance of services under the Agreement. Unless prepaid, reimbursable expenses are invoiced at cost plus 10% and include, but are not limited to:

1. Travel and subsistence.
2. Long distance telephone, cellular telephone use, telex, telecopy.
3. Expense of courier service, shipping, postage and delivery service.
4. Expense of any / all reproduction of drawings, specifications, photographs, calculations, reports, correspondence, expense backup, etc.
5. Fees and expenses of a Registered Professional Consulting Engineer or Registered Architect.
6. Cost of staging, scaffolding, ladders or other equipment.

D. Compensation to HCI for the performance of authorized Additional Services where the scope is defined may be a lump sum amount if mutually agreed upon in advance; and shall be in addition to the Basic Services fee amount or shall be otherwise billed at our prevailing hourly rates.

E. Overtime requested by Client of HCI in an effort to recover and / or to maintain the overall schedule due to slippage by others shall be compensated at 1 ½ times the above rates for time on weekdays and Saturdays and at 2 times the standard hourly rates for Sundays and holidays.

F. Out-of-town travel time is chargeable from scheduled departure time to scheduled return arrival time. Time zone differences will be adjusted to actual hours. Non-travel and after hours time out of town on overnight and / or extended trips are not chargeable.

II. PAYMENT

A. Payment on account of authorized services and / or expenses shall be made monthly in the amount of HCI's monthly invoice for services performed and / or expenses incurred. Payment of HCI's invoices is not contingent upon Client's receipt of funds.

B. Client shall notify HCI in writing within twenty (20) days from the invoice of any incorrect or disputed item on the invoice or such invoice shall be deemed complete and correct and fully due and owing.

C. If this assignment is suspended for more than one (1) month or abandoned in whole or in part, by Client or Third Party, HCI shall promptly be paid its compensation for services performed and expenses incurred prior to receipt of written notice of such suspension or abandonment.

D. Payments are due and payable upon receipt of invoice. Client agrees to pay invoices in a timely manner. On the thirty-fifth (35th) day following invoice date and on each successive thirtieth (30th) day thereafter, a late charge in the amount of one and one-half percent (1.50 %) may be added to and become due on all unpaid principal amounts due. Finance charges accrue from the original date of the invoice. Payment received will first be applied to any accrued late fees and then to the balance of the original invoice(s).

E. In the event that payment is not made, the Client agrees to pay all collection costs and expenses incurred by HCI to collect the amount due including a reasonable attorney's fee whether or not suit is instituted.

III. GENERAL PROVISIONS

A. Record of expenses and hourly rate based services performed will be kept on the basis of General Accepted Accounting Principles (GAAP) and will be available to Client in HCI's office during normal business hours.

B. Reports, photos, specifications, drawings, calculations and related documents prepared by HCI are for the exclusive use by Client for this project. Client's and HCI's responsibility and liability with respect to these drawings and documents are limited solely to this project.

C. This agreement may be terminated by either party upon seven (7) days written notice should the other party substantially fail to perform in accordance with its provisions through no substantial fault of the other. In the event of termination, HCI shall promptly be paid its compensation for services performed to termination date, including reimbursable expenses, in full. Upon receipt by HCI of said payment in full, HCI shall deliver to Client one reproducible copy of documents prepared by HCI to termination date. HCI shall have no responsibility whatsoever for subsequent changes or additions and / or for use of these documents by Client and / or by others.

D. Client agrees that HCI is entitled to rely on it exclusively for the accuracy and timeliness of information it provides HCI with respect to the project, unless HCI knows or has reason to believe such information is in error. Client shall provide HCI with drawings, specifications, reports, field

TOTAL BUILDING ENVELOPE SOLUTIONS

www.tbdocs.com

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measurements, surveys, warranty coverage, leak history and any other requested data that may be obtainable in order for HCI to perform its services.

E. HCI is providing only technical consulting services in an advisory capacity under this Agreement and is not providing (nor profiting from) any products, materials, shop fabrication and / or field installation. It is understood and agreed that the final responsibility for checking and verifying the accuracy of and for use of all documents / recommendations provided by HCI under this Agreement is and shall remain solely with Client.

F. The total extent of responsibility and liability for any and all errors and / or omissions by HCI in work provided under this Agreement shall be limited to correcting any such document errors and / or omissions in our part of the work. Client agrees and accepts that it is prohibited as a condition of this Agreement from making deductions or "backcharging" HCI's compensation for any reason whatsoever. HCI assumes no responsibility for material costs and / or labor costs by others due to services provided by HCI under this Agreement.

G. HIXSON CONSULTANTS, INC. ASSUMES NO CONSEQUENTIAL DAMAGES AND LIMITS ANY DAMAGES WHATSOEVER TO THE COST OF SERVICES PROVIDED. HIXSON CONSULTANTS, INC. DISCLAIMS ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL OTHER CONSEQUENTIAL DAMAGES.

H. It is understood and agreed that the Agreement is conditional, based upon a comprehensive schedule mutually agreed upon prior to HCI beginning work, for services to be provided by HCI. Any deviation from this schedule resulting from any action or inaction by other than HCI may result in Additional Service costs and / or HCI being unable to recover to maintain said overall schedule. Such inability to recover shall not constitute just-cause for termination of the Agreement by Client.

I. HCI shall endeavor to maintain said schedule; however, it is understood and agreed that the only liability assumed by HCI for its nonperformance, resulting in failure to maintain schedule, shall be absolutely limited to providing / increasing overtime and / or staff at no additional cost to Client, regardless of circumstances and / or Client's exposure.

J. HCI reports are for the exclusive use of our Client and are not intended for any other purpose. Reports are based on the information available to us at the time of the report. Should additional information become available at a later date, we reserve the right to determine the impact, if any, the new information may have on our discovery and recommendations and to revise our opinions and conclusions if necessary and warranted.

K. HCI maintains statutory Employee's Insurance, including Worker's Compensation, Employer's Liability, and Comprehensive General Liability and will provide current Certificate of Insurance to our client upon request.

L. We do not carry Errors and Omissions (E&O) insurance for any part of our work and this is specifically excluded from the terms of our Agreement.

M. HCI is an independent contractor in the performance of its duties under the Agreement. The detailed methods and manner of conducting the services shall be under the complete control and direction of HCI.

N. All persons performing any part of the services will be employees or agents of HCI and not employees or agents of the Client. HCI will be fully responsible for all applicable federal, state and local taxes arising out of HCI's activities under this Agreement, including by way of illustration but not by way of limitation, federal income tax, social security tax, unemployment compensation contribution and all other taxes, contributions, or business license fees as required (excluding any international fees, duties or taxes).

O. HCI will not have control over, or charge of, and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, these are solely a Client / Contractor responsibility. HCI will not be responsible for Client / Contractor failure to carry out the work in accordance with the project Contract Documents.

P. HCI will not have control over, or charge of, and will not be responsible for acts or omissions of Client or Contractor, Subcontractors or their agents or employees, or of any persons performing services or portions of the work.

Q. HCI will comply with all applicable federal and state laws and regulations with respect to non-discrimination and equal opportunity in employment.

R. Client assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever to all persons and to all property caused by, resulting from, arising out of, or occurring in connection with the work and / or HCI's services performed under the Agreement; and if any persons shall make a claim for any damage or injury as hereinabove described, the Client agrees to indemnify and hold HCI harmless from and against any and all loss, expense, damage or injury that may result of any such claim.

S. Client agrees to resolve by mediation any and all disputes, claims or controversies arising from or related to any work performed for Client by HCI including disputes related to the breadth or scope of this provision. Mediation shall be conducted in Birmingham, AL. This provision however does not require the mediation of disputes where the fees paid to HCI are less than \$10,000 or the amount sought does not exceed \$10,000.

T. The prevailing party in any mediation, or any other final, binding dispute proceeding upon which the parties may agree, may be awarded reasonable attorneys' fees and expenses incurred by such party upon a finding that the other party initiated or continued to assert a clearly frivolous, unreasonable, or groundless claim or defense.

U. The Agreement constitutes the entire Agreement by and between Client and Hixson Consultants, Inc. pertaining to Technical Consulting Services for the referenced assignment. The terms and conditions herein shall supersede and take precedence over any / all terms and conditions which may be embodied in Client's purchase order or similar documents. The Agreement may be amended only by mutual agreement in writing signed by both parties and attached hereto. The laws of the State of Alabama will govern the Agreement.

PH&J Architects

From: "Jane Linam" <JLinam@bedocs.com>
To: <phjarch@bellsouth.net>
Cc: "Greg Cunningham" <GCunningham@bedocs.com>; "Ben Hixson" <BHixson@bedocs.com>
Sent: Wednesday, February 27, 2013 10:13 AM
Attach: PHJ Arch.Montgomery County Courthouse Discovery 2-27-13 glc.pdf
Subject: HCI Proposal for Services Regarding the Montgomery County Courthouse
 Patrick,

Greg Cunningham asked me to forward the attached proposal with HCI Terms and Conditions for your consideration. If this proposal meets with your approval, please sign and return to us by e-mail to jlinam@bedocs.com or fax to 205-664-5115. Your signature approving our services will serve as our notice to proceed and we will schedule this work accordingly.

We thank you for your consideration and look forward to the possibility of working with you on this important project.

Jane Linam

Administrative Assistant

Hixson Consultants, Inc.

Building Envelope Solutions Team

947 1st Avenue West | Alabaster, AL 35007

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PUBLIC AFFAIRS RESEARCH COUNCIL OF ALABAMA
219 Brooks Hall, Samford University
Homewood, Alabama

CONTRACT

DEVELOPING A "SMART BUDGETING" PROCESS FOR MONTGOMERY COUNTY COMMISSION

The Public Affairs Research Council of Alabama (hereafter "PARCA") will assist in developing a "SMART Budgeting" system for Montgomery County Commission (hereafter "the County,"), similar in structure to those done for the State of Alabama, Jefferson County, and the cities of Mobile, Montgomery and Decatur. The structure and process will be tailored to suit the Commission and Administrator's goals as well as the time and resource constraints for each department.

SECTION A: DESCRIPTION OF WORK AND RESPONSIBILITIES

1. All operating funds and every operating activity supported by operating funds should be included;
 - a. The budget (hereafter "Budget Plans") should be comprehensive, including all funds under County control regardless of source. For this reason, a comprehensive analysis of the revenue sources is required.
 - b. Benchmarks for the analysis of revenues will be based on relevant data from selected counties sharing similarities or proximity to Montgomery County. Preliminary considerations for inclusion in peer comparisons include Autauga, Etowah, Jefferson, Madison, Mobile, Shelby, and Tuscaloosa Counties (a more thorough evaluation may result in modifications to the comparison list at PARCA's discretion).
2. Budget Plans should be itemized to create accountability for performance and results. Budget plans should represent the various activities of the county government in some level of detail with regard to the staff and financial resources allocated (Personnel, Salaries & Benefits, Operations, Capital, etc.). The following outline provides the basis for organizing the work and responsibilities of each party in this agreement.
 - a. The County is responsible for :
 - i. Adopting financial or performance targets for departments
 - ii. Providing staffing and financial data and mission statements
 - iii. Designating the official assigned to manage each Budget Plan.
 - iv. Each Budget Plan (which may encompass several objects of expense and fund accounts) should be defined in terms of the purpose it serves.
 - v. Current line items that do not have a department associated with them (e.g. outside agencies) will be subsumed under the office of the County Administrator, or finance department, as a fiduciary of those items.
 - b. PARCA is responsible for working with the County's finance department and Department managers to:
 - i. Use the current account structures as reported by the County, and
 - ii. PARCA will assist in aligning the organizational structure with the budget plans. Each budget plan should be assigned to a manager who is responsible for

- developing and implementing a performance plan. This means that the budget should be aligned with the organizational structure.
- iii. PARCA will assist in developing at least one performance plan for each department or division, but there may be more than one if the organizational unit has multiple, distinct responsibilities (Not all multi-unit departments are functionally distinct and may not require separate plans).
 - iv. Large, complex departments normally will need more than one plan; departments that are small or have a single operational purpose should have only one plan.
- c. PARCA will develop financial, operational, and performance benchmarks: This analysis will be used to develop operational and performance benchmarks for major operations and identify the revenue sources being used to support operations (All Funds), compared to those in the following Counties as deemed relevant and appropriate (pending timely receipt of data):
 - i. Autauga County
 - ii. Etowah County
 - iii. Jefferson County (as available)
 - iv. Madison County
 - v. Mobile County
 - vi. Shelby County
 - vii. Tuscaloosa County
3. PARCA will provide online access to a Budget Plan database where all departments can submit their Budget Plans. All Budget Plans will follow a common format that is brief but includes certain essential information. Some of this information is relatively permanent once developed, and is simply updated each year thereafter.
- a. PARCA will provide a draft of the departmental mission, authority, and measures as outlined below:
 - i. A concrete mission statement
 - ii. A statement of the legal authority for the activity covered by the performance plan
 - iii. One or more workload measures that describe the volume of activity involved
 - iv. Measures of the resources utilized (expenditures and employees)
 - v. Efficiency indicators that compare resources to the workload (unit cost and productivity)
4. The County will designate department managers who will have two weeks to recommend modifications to the Budget Plan structure, subject to review by the County Administrator or the Administrator's designee.
5. The County (or designated manager responsible for each plan) will develop a one-page plan to improve performance, providing the following information:
- a. A listing of critical issues that need to be resolved to accomplish the mission, improve performance, or support the commission's priorities.
 - b. Measurable goals for the next 2-3 years to improve the efficiency and quality of services
 - c. One or more strategies to improve performance in the budget year
 - d. One or more performance targets to be achieved for the budget year

6. Goals, strategies, and performance targets in every Budget Plan should be tied to overall county priorities, which should be stated in advance of the budget development period.
7. The County Administrator should review Budget Plans and incorporate them, with modifications as appropriate, in the administration's budget proposal to the Commission.
8. PARCA will work with elected officials to develop their own Budget Plans to present for funding as well.
9. The Commission should review performance plans and incorporate them, with modifications as appropriate, in the adopted budget.
10. The Commission should establish a schedule for periodically reviewing performance (monthly or quarterly) in relation to the plan as the budget year proceeds.
11. Based on annual budget cycle, and reviews anticipated, the first year focus is to develop the new budget structure and create basic operating plans (Budget Plans) in tandem with the pre-existing budget; then the SMART Budgeting process can supplement the existing budget system in the second year.

Section B: Work Plan 2013

Description	Estimated Time Schedule
Initiation of Work: Training for Key Staff Assign Departmental Access to PARCA Database Collection of Revenue Data	April 15, 2013 - May 30, 2013
Begin Monthly Report on Progress: Report from PARCA Database List of Critical Issues Conclusion of Revenue Analysis	May 30, 2013 – June 30, 2013
Submission of Draft Reports Administrative Review of Plans Commission Review of Plans Initial Assessment of Opportunities for Improvement	July 1, 2013 – September 30, 2013
Adoption of Final Budget	September 31, 2013
Data Reporting (Monthly Review) Commission Reviews	
Submission of Final Report: PARCA Assessment Opportunities for Improvements Areas of Success Areas of Need	March 30, 2014 – April 15, 2015

TERMS OF AGREEMENT

1. As described above, PARCA is prepared to begin work immediately, billing the County in equal installments of \$ 2,708.33 (\$32,500 annual), plus a maximum of \$2,500 for travel, for a total not to exceed \$35,000 for the first 12 months (a maximum of \$2,500 in travel to be billed as incurred, on separate invoice). The second 12 month will be billed at a rate of \$1,666.66 for each month of the second year, for maximum amount of \$20,000. PARCA will invoice the County at the end of each month. Payment is due 10 days after submission of invoice.
2. By the end of May, 2013, PARCA will produce a report from the Budget Plan database that will include an inventory of documentation provided to date, with a list of any remaining documentation or information to be collected from the County. Montgomery County Commission agrees to provide documentation or information related to those missing items by June 15, 2013. Any delay on the part of County officials in providing data will result in delays to analysis.
3. Upon delivery and/or presentation of the Final Report, PARCA will submit an invoice for the remaining balance, payable upon receipt. Any additional presentations will be billed at the rate of \$100.00 per hour of presentation, plus travel expenses.
4. All work papers, data sets, and analyses produced through this agreement remain the property of PARCA and may be published at PARCA's discretion, to the extent allowed under state and federal privacy laws. Upon payment of final invoice, PARCA grants Montgomery County Commission the right to publish and distribute the final report to the extent allowed by law.
5. Continued departmental access to the PARCA Plan Database will be provided for at least one subsequent year free-of charge.
6. By accepting this agreement, the Montgomery County Commission indemnifies and holds harmless PARCA, its board, and employees, against any claim regarding the completeness or accuracy of any facts, statements, or conclusions.
7. **DISPUTE RESOLUTION**

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Public Affairs Research Council of Alabama

For Montgomery County Commission

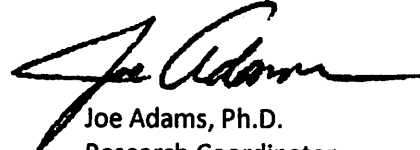
(Signature)

(Name)

(Title)

Date: _____

For the Public Affairs Research Council of
Alabama:


Joe Adams, Ph.D.
Research Coordinator

Date: _____

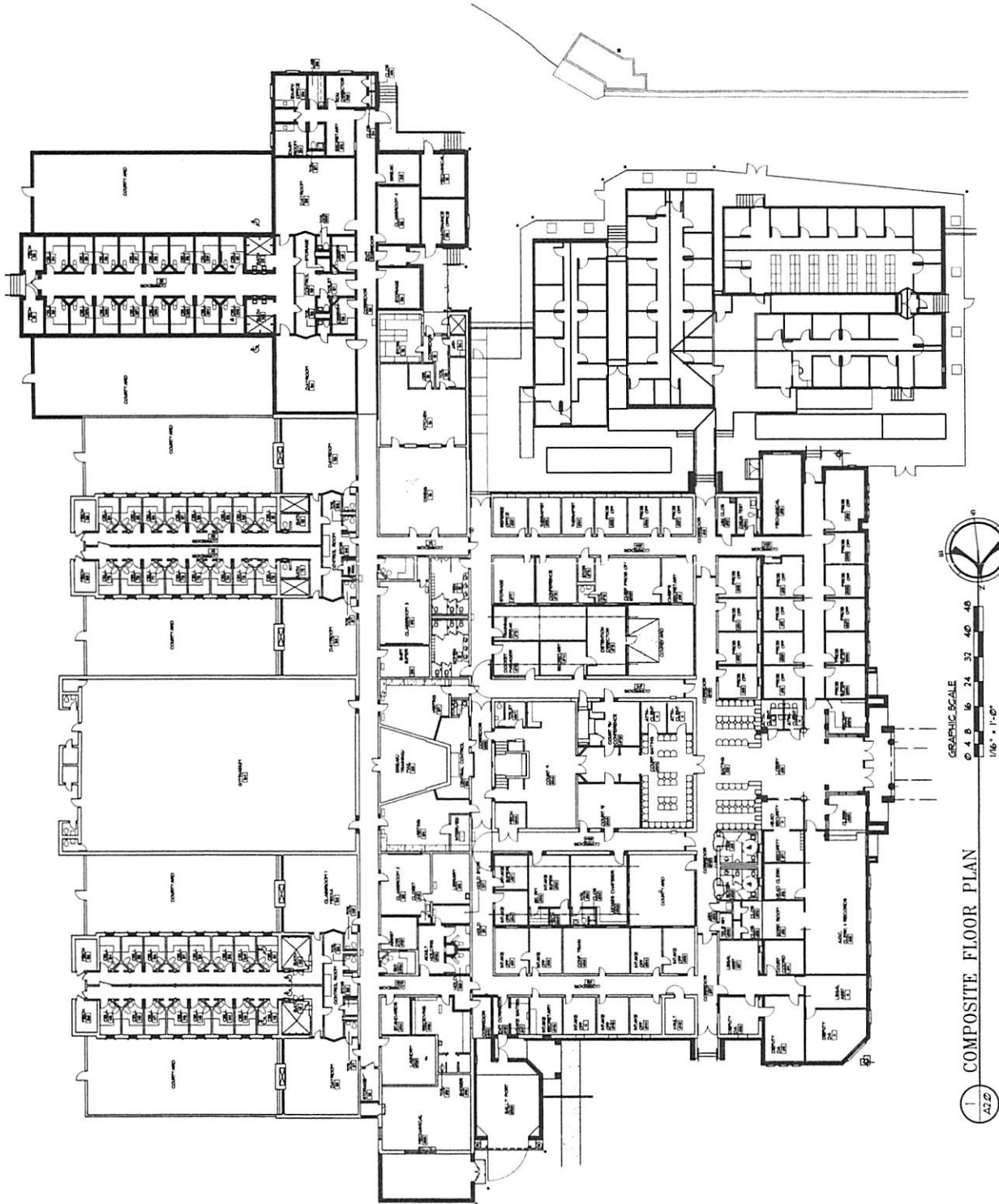


SEAY & LITCHFIELD

1115 South Court Street
Montgomery, AL 36104
Phone: (205) 261-1111
Fax: (205) 261-1112
Web: www.seay.com
Date: 1 APRIL 2013
Drawn By: JH
Checked By: JH
Reviewed By: JH
Project Title: MONTGOMERY COUNTY
YOUTH FACILITY
AIR BASE BOULEVARD
MONTGOMERY, ALABAMA

COMPOSITE FLOOR PLAN

Sheet Number
A2.0





Montgomery County Youth Facility - Overall Project Cost

- Preliminary Project Development Budget
- 17 March 2013

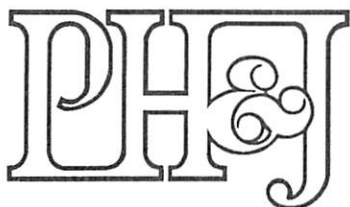
Hard Costs		\$9,346,344
	Building Construction Cost	\$9,346,344
	55,000 ft ²	
	Sitework Construction Cost	\$0
	Associated Site Work	\$0
		\$0
	* Construction Cost	\$9,346,344
	used to calculate A/E Fees	
	Fixed Equipment Acquisition Costs	\$0
	Data /Communications	
	normally ± 3.00% of building construction cost	\$0
Soft Costs		\$818,890
	Fixtures, Furniture & Equipment	\$0
	Office Furniture	
	IT Systems	\$0
	Computers for Employees	
	0 units @ \$0 per unit	\$0
	Owner's Consultants	\$809,390
	A/E Fees	
	% of construction hard cost	\$762,659
	Testing Lab	
	0.50% of construction cost	\$46,732
	Bid Costs	\$9,500
	Advertisement for Bid	\$2,000
	Printing	\$7,500
Contingency	1% of overall	\$101,652
Project Development Costs		\$10,266,887
Possible Other Costs		(\$280,390)
	Possible Sales Tax Savings	(\$280,390)
	3.00% of construction cost	
	assumes 10% sales tax	
Net Total		\$9,986,496



Montgomery County Youth Facility - Construction Cost

• Construction Priorities List
• 17 March 2013

Priorities List		Extended	GC OHP	Contingency	Item Total	Cumulative Total	Schneider	SS & L
			14%	5%				
1	a HVAC System Replacement & Commissioning				\$3,536,867	\$3,536,867	\$3,536,867	
	b Finish refurbishments, paint, carpet flooring, non-security ceilings							
	Rework to meet functional needs							
	55,000 ft² @ \$44 per ft²	\$2,420,000	\$338,800	\$137,940	\$2,896,740	\$6,433,607		\$2,896,740
	c Lighting renovation for energy efficiency & associated electrical							
	Lighting							
	Detention 22,357 ft² @				\$72,475	\$6,506,082	\$72,475	
	Office 32,643 ft² @				\$72,474	\$6,578,556	\$72,474	
2	a Security control systems for detention areas	\$625,000	\$87,500	\$35,625	\$748,125	\$7,326,681		\$748,125
	b Replace failing lock system for detention areas							
	Locks & controls 114 @ \$2,500 per ea	\$285,000	\$39,900	\$16,245	\$341,145	\$7,667,826		\$341,145
	c Failing sprinkler heads in detention areas							
	Sprinkler repairs	\$42,000	\$5,880	\$2,394	\$50,274	\$7,718,100		\$50,274
	d Anti-Ligature design issues throughout detention areas	\$120,000	\$16,800	\$6,840	\$143,640	\$7,861,740		\$143,640
3	ADA & Code compliant issues for courtrooms & toilets							
	Toilets 1,035 ft² @ \$200 per ft²	\$207,000	\$28,980	\$11,799	\$247,779	\$8,109,519	\$98,787	\$148,992
	Courtroom 1 @ \$45,000 ea	\$45,000	\$6,300	\$2,565	\$53,865	\$8,163,384		\$53,865
4	Code compliant vent hood systems in Kitchen	\$30,000	\$4,200	\$1,710	\$35,910	\$8,199,294	\$35,910	
5	Roof replacement							
	Roofing 40,000 ft² @ \$12 per ft²	\$480,000	\$67,200	\$27,360	\$574,560	\$8,773,854		\$574,560
6	300kW Diesel Generator				\$273,240	\$9,047,094	\$273,240	
7	Functional space for private attorney/client meeting							
	Partitions & Mods 100 lf @ \$200 per lineal ft	\$20,000	\$2,800	\$1,140	\$23,940	\$9,071,034		\$23,940
8	Additional Dry Storage space in Kitchen	\$10,000	\$1,400	\$570	\$11,970	\$9,083,004		\$11,970
9	Replace failing floor systems in detention areas							
	Flooring 5,000 ft² @ \$12 per ft²	\$60,000	\$8,400	\$3,420	\$71,820	\$9,154,824		\$71,820
10	Provide additional capacity in laundry room							
	Space modifications & equipment	\$35,000	\$4,900	\$1,995	\$41,895	\$9,196,719		\$41,895
11	Central Control Room Modifications to meet Detention Standards							
	Space modifications & toilet	\$80,000	\$11,200	\$4,560	\$95,760	\$9,292,479		\$95,760
12	Flex Space for employees during renovation							
	If Child Support doesn't move - 2 trailers @ 18 months rental	\$45,000	\$6,300	\$2,565	\$53,865	\$9,346,344		\$53,865
Totals		\$4,504,000	\$630,560	\$256,728	\$9,346,344		\$4,089,753	\$5,256,591



architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

807 SOUTH MCDONOUGH STREET • MONTGOMERY, AL 36104-5080 POST OFFICE BOX 215-36101
Tel 334/265-8781 / Fax 334/265-9208 • Email: phjarch@bellsouth.net • Website: www.phjarchitects.com

Renis O. Jones, Jr., FAIA

J. Roland Pond, AIA

E. Griffin Harris, AIA

John R. Gandy, AIA

Harrell G. Gandy, AIA

Renis O. Jones, III, AIA

Patrick T. Addison, AIA

Tuesday, August 28, 2012

Mr. John Mitchell, Deputy Administrator
Montgomery County Commission, Montgomery, Alabama
Post Office Box 1667
Montgomery, AL 36102-1667

RE: Renovations and Alterations to the Montgomery County Courthouse Annex I –
Family Courts for the Montgomery County Commission - Montgomery, Alabama
PH&J #1208-GVA

Mr. Mitchell,

I have spoken with Kenny Gunn, our Electrical Engineer, and asked him to give us a budget to have an electrician move the existing floor outlet box in Judge Williams' office, so he can have power at his desk.

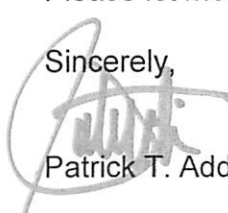
Kenny suggested that we just add a second floor outlet where we need it, leaving the existing floor box in place. He says it will be cheaper, quicker, and less destructive to do so. We can tie the new box to the existing box, keeping both boxes on the same circuit.

The price of adding this second box will be around \$700.00 +/-.

We still have Davis Electrical, who was the electrician on the Family Courts project standing by to install the new lights at the Washington Avenue entrance. We could ask Steven Davis for a proposal to add the new floor electrical box, assuming that it would be installed when he returns to the courthouse to install the lights.

Please let me know if this is acceptable.

Sincerely,


Patrick T. Addison, AIA

Cc: Patricia Silas, Pat Litchfield, Doug Fuhrman, File

CONTRACT CHANGE ORDER

Change Order No. One Date March 15, 2013 B.C.No. _____

TO: (Contractor) CannDauSon Construction, Inc. 216 Echlin Boulevard Prattville, AL 36067	PROJECT: Tenant Improvements to the Montgomery Commission – Probate and Revenue Office East
--	--

TERMS: You are hereby authorized, subject to the provisions of your Contract for this project, to make the following changes thereto in accordance with your proposal(s) dated 2/4/2013 & 2/20/2013

FURNISH the necessary labor, materials, and equipment to (Description of work to be done or changes to be made.)

1. Add set of double doors to Break Room 203	\$ 1,225.61
2. Furnish & install 7/8" metal furring channel with 5/8" sheet rock on one side on walls for electrical.	\$ 3,113.42
3. Value Engineering Items	\$ (33,838.00)
Total	\$ (29,498.97)

ORIGINAL CONTRACT SUM	\$ <u>546,590.00</u>
NET TOTAL OF PREVIOUS CHANGE ORDERS	\$ <u>0.00</u>
PREVIOUS REVISED CONTRACT SUM	\$ <u>546,590.00</u>
THIS CHANGE ORDER WILL ☐ INCREASE ☒ DECREASE THE CONTRACT SUM BY	\$ <u>(29,498.97)</u>
REVISED CONTRACT SUM, INCLUDING THIS CHANGE ORDER	\$ <u>517,091.03</u>

EXTENSION OF TIME resulting from this Change Order None (Insert "None" or No. of days)

The Owner does hereby certify that this Change Order was executed in accordance with the provisions of Title 39, Code of Alabama, 1975, as amended.

CONSENT OF SURETY

TRAVELERS CASUALTY AND SURETY

COMPANY OF AMERICA

By _____

Walter C. Dowdy
Attorney in Fact **RECOMMENDED**

Brown Chambless Architects
Architect

By _____

Name & Title John Chambless, Principal

CONTRACTING PARTIES

CannDauSon Construction, Inc.

Contractor

By _____

Name & Title Ellen C. Barnette V. President

Montgomery County Commission

(Awarding Authority)

By _____

Name & Title _____

COR #1 - Add Set of Double Doors Breakroom 203
- Not Shown on Door Schedule

	Material	Labor	Sub/Rental/Misc.
Door Frame	\$135.00	\$20.00	\$2.00
Wood Doors	\$454.00	\$30.00	\$0.00
Finish Hardware	\$280.00	\$35.00	\$5.00
subtotals	\$869.00	\$85.00	\$7.00
Tax/Fringe	\$86.90	\$17.85	\$0.00
Totals	\$955.90	\$102.85	\$7.00
Total M/L/SRM			\$1,065.75
GC OH & Markup (15%)			\$159.86
Total			\$1,225.61

2/4/2013

2/19/13

Emailed Kenny - Can we delete
 well 1/2 door and leave panels
 exposed in 203?

Probate Revenue Tenant Improvements - COR LOG

**COR #2 Revised - Furnish and Install 7/8" Metal Furring
Channel with 5/8" Sheet Rock on One Side on Walls
for Electrical now per marked up drawings (in blue)
E2.2 and E2.3**

Price Ceiling (see break down)

\$2,830.38

GC Allowed Markup

\$283.04

Total

\$3,113.42

2/20/2013

Probate Revenue Tenant Improvements - COR LOG

COR #3 - Value Engineering Items (Corrected)

Eliminate Film from Glass Railing System	- \$2,500.00
Reduce the Number of Posts in Glass Railing System by Approximately 38 Posts	- \$2,220.00
Provide Storefront Manufacturer's Standard Hardware	\$3,532.00
Millwork Revisions -	
Straighten Radius Walls	- \$3,000.00
Omit P/L Interior w/Melamine @ Probate Cubbies	- \$3,000.00
Omit Security Desk	- \$3,500.00
Use MC Cable instead of 3/4" Conduit	- \$3,000.00
Use Alternate Lighting Fixtures in Place of FGV2 and LED	- \$4,000.00
Recess Can	
Hardware Changes (See breakdown)	- \$14,950.00
Delete CPM Requirement	- \$1,200.00
Total Value Engineering	- \$33,838.00

APR 15 2013

LEGAL INSERTION FOR ALCOHOLIC BEVERAGE PERMIT APPROVAL

NOTICE

Notice is hereby given that application has been made to the Montgomery County Commission, Montgomery, Alabama, for approval of a permit for the sale of liquor at this location, namely:

NAME: DOUBLE B COUNTRY STORE

ADDRESS: 18354 U.S. HWY. 31, HOPE HULL, AL 36043

**AND THAT PUBLIC HEARING ON SAID APPLICATION HAS BEEN SET
BEFORE THE COUNTY COMMISSION AT:**

9:30 A.M. APRIL 15, 2012

**At the Commission's Hearing Room, in the Administration Building,
101 South Lawrence Street, Montgomery, Alabama. Anyone desiring
To be heard either for or against said application may appear in person
at said time or may indicate his or her wishes in writing by
Communication addressed to the Montgomery County Commission.**

**Donald L. Mims, County Administrator
Montgomery County Commission**

PUBLICATION MEDIA MONTGOMERY ADVERTISER

DATE OF PUBLICATION APRIL 8, 2013

**PAYMENT FOR ABOVE INSERTION IS THE RESPONSIBILITY OF THE APPLICANT. RUN
ONE TIME.**

NOTICE

Notice is hereby given that application has been made to the County Commission of the County of Montgomery, Alabama, for approval of a permit for the sale of liquor by this operation:

APPLICANT: DEBORAH BECK

PLACE NAME: DOUBLE B COUNTRY STORE

**LOCATION: 18354 U S HWY 31 S
HOPE HULL, AL 36043**

And that public hearing on said application has been set before the County Commission at 9:30 A.M. APRIL 15, 2013 , at the Commission Hearing Room, in the Courthouse, Montgomery, Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the County Commission.

**DONALD L. MIMS, ADMINISTRATOR
MONTGOMERY COUNTY COMMISSION
MONTGOMERY, ALABAMA**

**RETAIL BEER AND TABLE WINE (OFF PREMISES)
NEIGHBORHOOD INVESTIGATION**

DATE : March 21, 2013
INVESTIGATOR : Lieutenant L.H. Persky
Sergeant J.D. Oliver
BUSINESS : Double B Country Store
LOCATION : 18354 U.S. Highway 31 South Hope Hull, AL

A check of the residents within a one mile radius of the business was conducted. All homes within a 1 mile radius of the store were checked. Of those citizens we spoke with, none opposed the issuance of the license. There were some homes that we didn't receive an answer at the door.

The closes school is Pintlala Elementary which is approximately 8 miles away from the business. There are a few churches in the area. It should be noted that the previous business owner had the same license however, he sold the business and the building remained vacant for a period of two months. The ABC board required a new license application rather than a transfer for that reason. The proprietor, Deborah Beck, was printed and a local background check completed with negative results.



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20130225090000939



Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Trade Name: DOUBLE B COUNTRY STORE Filing Fee: \$100.00

Applicant: DOUBLE B COUNTRY STORE LLC Transfer Fee:

Location Address: 18354 US HWY 31 S HOPEHULL, AL 36043

Mailing Address: HOPE HULL HOPE HULL, AL 36043

County: MONTGOMERY Tobacco sales: YES Tobacco Vending Machines: 0

Sale of Products Containing Ephedrine: NO Type Ownership: LLC

Book, Page, or Document info: 00313 0845 Do you sell Draft Beer: N

Date Incorporated: 01/15/2013 State incorporated: AL County Incorporated: MONTGOMERY

Date of Authority: 01/15/2013 Alabama State Sales Tax ID: R008409160

Name: Title: Date and Place of Birth: Residence Address:

DEBORAH BECK 3552727 - AL AL, MONTGOMERY	OWNER Incorporated:01/15/2013	02/25/1957 MONTGOMERY	10869 HWY 31 S HOPE HULL, AL 36043 Authority:01/15/2013

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of cooperation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: DEBORAH BECK

Business Phone: 334-451-0350

Fax:

Home Phone: 334-451-0350

Cell Phone:

E-mail: DEBECK@CHARTER.NET

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20130225090000939



If applicant is leasing the property, is a copy of the lease agreement attached?

Name of Property owner/lessor and phone number: DEBORAH BECK 334-451-0350

What is lessors primary business? BUSINESS

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 5500 Display Square Footage:

Building seating capacity: 0 Does Licensed premises include a patio area? NO

License Structure: ONE STORY License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity: 6 Nearest: 4

Nearest school: 3 miles Nearest church: 1 blocks Nearest residence: 1 blocks

Location is within: COUNTY Police protection: COUNTY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20130225090000939



Initial each

Signature page

DEB
DEB

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

DEB

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

DEB

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

DEB

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

DEB

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

DEB

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

DEB

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

DEB

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): DEBORAH E. BECK

Signature of Applicant: Deborah E. Beck

Notary Name (print): Stephen McKittrick

Notary Signature: Stephen McKittrick

Commission expires: 12-28-14

Application Taken: 2-25-13 App. Inv. Completed: 2-25-13 Forwarded to District Office:
Submitted to Local Government: 2-25-13 Received from Local Government:
Received in District Office: Reviewed by Supervisor: Forwarded to Central Office:

Purchasing Department

[illegible]

11-2

MONTGOMERY COUNTY COMMISSION
Purchasing Department
P.O. Box 1667
Montgomery, Alabama 36102-1667

INVITATION TO BID

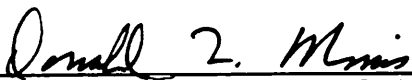
Bid Date
March 25, 2013

Bid Number
51988-13B-013

Return Bid By
APRIL 10, 2013
10:00 A.M.

Please submit a sealed price bid on the items listed below (Note: **No Faxed Bids**). The submissions will be received at 100 S. Lawrence Street until the date and time shown above and publicly opened as soon thereafter as practicable. If unable to quote, write "NO BID" and return. Complete specifications on items not fully described can be obtained on request. Brand names and catalog numbers are used to indicate levels of quality. If you are unable to furnish an item as specified and desire to furnish a substitute, give full description of the item. Final determination as to equal quality of substitution will be made by the Purchasing Agent. The Montgomery County Commission reserves the right to award this bid on an all or none, item by item basis, with or without trade-ins, to refuse all bids and waive technicalities. **A Bid Bond in the amount of five-percent (5%) over the amount of \$50,000 must accompany your bid, unless otherwise indicated. A certified check or money order will be acceptable.** Note: "No Company Checks". If you have any questions regarding this bid, please contact Pat Silas, Buyer, Purchasing Department, Montgomery County Administrative Building Annex I, 100 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1269.




DONALD L. MIMS, ADMINISTRATOR/
PURCHASING AGENT

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
-------------	----------	-------------	---------------	--------------------

MONTGOMERY COUNTY COMMISSION DESIRES TO TAKE BIDS FOR THE CATERING OF AN EMPLOYEE LUNCH. LOCATION AND DATE ARE LISTED BELOW.

MONTGOMERY COUNTY COMMISSION IS TAX EXEMPT; TAXES SHOULD NOT BE ADDED TO THE PRICE QUOTED.

CATERING OF AN EMPLOYEE LUNCHEON TO BE HELD ON THURSDAY, APRIL 18, AT THE FIRST BAPTIST CHURCH MEETING HALL, LOCATED ON PERRY STREET, MONTGOMERY, ALABAMA. SERVING TIME WILL BE BETWEEN THE HOURS OF 11:00 A.M. AND 1:00 P.M. ON THIS DATE. VENDOR WILL BE RESPONSIBLE FOR SET-UP AND CLEAN-UP OF THE SERVING AREA. ICE WILL BE AVAILABLE AT THE CHURCH BUT VENDOR WILL BE RESPONSIBLE FOR STAFFING THE BEVERAGE TABLE. VENDOR SHALL FURNISH ICE CHEST. VENDOR SHALL FURNISH FOOD AND SERVE APPROXIMATELY 600 PEOPLE WITH A MINIMUM OF TWO (2) SERVING LINES, WHICH SHALL BOTH STAY OPEN FROM 11:00 A.M. TO 1:00 P.M.

VENDOR WILL BE RESPONSIBLE FOR PROVIDING INDIVIDUAL SERVING PACKETS OF

KETCHUP, MAYONNAISE, AND MUSTARD FOR HAMBURGER AND HOTDOG PREPARATIONS BY THE EMPLOYEES. OTHER CONDIMENTS OFFERED AND TO BE ADDED TO THE HAMBURGER OR HOTDOG AS THE EMPLOYEE GOES THROUGH THE SERVING LINE WILL BE ONIONS, PICKLES, LETTUCE, TOMATOES, SAUERKRAUT AND CHILI.

VENDOR WILL BE RESPONSIBLE FOR FURNISHING PLATES/DINNER AND DESSERT; NAPKINS, 16 OZ. CUPS, FORKS, SPOONS, KNIVES. CARRY-OUT PLATES SHALL ALSO BE AVAILABLE. SUCCESSFUL VENDOR SHALL BE GIVEN THE NUMBER OF CARRY-OUT PLATES THAT SHALL BE PREPARED AT PLACE OF BUSINESS AND PICKED UP AT CHURCH THE DAY OF THE LUNCHEON. VENDOR TO PROVIDE BROWN PAPER BAGS WITH HANDLES FOR CARRY- OUT. CARRY OUT BAGS SHALL BE MARKED WITH THE DEPARTMENT THAT IS PICKING UP THE ORDER. GALLON JUGS OF TEA AND 16 OZ. CUPS SHALL BE PROVIDED WITH THE TAKE-OUT ORDERS TO EQUAL NUMBER OF TAKE-OUTS FOR EACH DEPARTMENT. TAKE-OUTS MUST BE READY TO GO BY 11:00 A.M. TAKE-OUT DESSERT WILL BE APPLE PIE ONLY. IF FURTHER INFORMATION IS NEEDED, PLEASE CONTACT DIDI HENRY, MANAGER OF PUBLIC AFFAIRS FOR MONTGOMERY COUNTY, 832-1270.

ALL BIDDERS SUBMITTING A BID SHALL MEET THE SPECIFICATIONS/QUALIFICATIONS LISTED ON THE ATTACHED SHEET.

PRICE PER PERSON \$ _____ TOTAL \$ _____

MENU SHALL BE THE FOLLOWING:

MEATS

- Hotdog – ALL beef, 2 oz. 6” – A serving size will consist of two hotdogs with 2 buns
- Hamburger – Angus beef – 80/20 5.3 oz. uncooked
- Grilled Chicken Sandwich – 100% natural whole chicken breast fillet – 5.0 oz. uncooked

VEGETABLES

- POTATO SALAD-Made with Fresh Potatoes - NO LESS THAN 4 OZ. Serving

- HOMESTYLE BAKED BEANS- NO LESS THAN 4 OZ. Serving

- DESSERTS – Apple Pie (No less than 5 oz.) and 1-Pre-Packaged Container as Sold in an Individual Cup of Vanilla Ice Cream
- Tea – Sweet/Unsweetened
- Water

Condiments

Ketchup, mustard, mayonnaise, onions, pickles, lettuce, tomatoes, sauerkraut, chili.

1. BID NO. 51988-13B-013 SHALL APPEAR ON THE OUTSIDE OF THE BID ENVELOPE. NO ORAL, TELEPHONIC, FACSIMILE BIDS, MODIFICATIONS OR ALTERNATE BIDS WILL BE CONSIDERED. BIDS WILL NOT BE CONSIDERED FROM FIRMS, INDIVIDUALS OR THE SAME OWNERS OF SEPARATE COMPANIES SUBMITTING MORE THAN ONE BID.
2. THREE (3) "NO RESPONSES" TO INVITATION TO BID WILL BE REASON FOR DELETION OF FIRMS' NAME FROM THE BID LIST. ONCE DELETED FROM BID LIST, FIRMS' NAME MAY BE PLACED BACK ON THE BID LIST WITH A WRITTEN REQUEST FROM THE FIRM.
3. BID BOND SHALL BE ATTACHED TO THE BID FORM WHEN SUBMITTED TO THE PURCHASING OFFICE.
4. BIDDERS SHALL HAVE AT LEAST FIVE (5) YEARS EXPERIENCE IN THE CATERING BUSINESS.
5. BIDDERS SHALL ENCLOSE WITH THEIR BID A LIST OF 3 REFERENCES WHERE THEY HAVE CATERED A MEAL FOR 300 OR MORE PEOPLE IN THE LAST YEAR. PLEASE FURNISH WITH REFERENCES, A CONTACT NAME AND PHONE NUMBER. BIDS RECEIVED WITHOUT THE REFERENCES WILL BE REJECTED.
6. CITY OF MONTGOMERY BUSINESS LICENSE NUMBER _____. VENDOR SHALL HAVE ALL SALES TAXES UP-TO-DATE.
7. BID PROTEST PROCEDURE ATTACHED.
8. The successful bidder awarded the contract/purchase order shall provide documentation to Montgomery County Commission demonstrating that it is enrolled in the E-Verify program. Memorandum of Understanding will need to be provided before a contract/purchase order is issued.
Verification for issuance of public benefits will also be requested.
9. City of Montgomery Business License Number _____.
If required by law – Montgomery County Business License number _____.
Vendor shall have all sales taxes up-to-date.
10. A mandatory pre-bid meeting will be held on April 3, 2013, at 9:00 a.m., in the County Commission Conference Room, Annex III, 101 S. Lawrence Street, Montgomery, Al.

_____	Quote F.O.B. _____
Company _____	Terms of Payment: _____
Mailing Address _____	Delivery Date: _____
City _____ State _____ Zip _____	Company Phone No.: _____
Official Signature _____	Fax No.: _____ Phone No. _____
Official Name (Type/Print _____)	FEDERAL I.D. # _____
Title _____	E-MAIL ADDRESS: _____

SPECIAL REQUIREMENTS

1. Sub-Caterer for the successful bidder shall not be allowed.
2. Bidders shall have at least five (5) years experience in the catering business.
3. Bidders shall enclose with their bid a list of 3 references where they have catered meals for 300 or more people, at one occasion, in the last year. Please furnish with references, a contact names and phone number. Bids received without the references will be rejected.
4. Bidders shall have a Health Department rating of 95 or above for the last three Health Inspection reports, with no critical violations. Please attach a copy of the past three (3) health inspection reports to your bid or provide your last three (3) Health Inspection scores. Montgomery County Commission will contact the local Health Department to verify these scores.
5. Bidders shall furnish a copy of current Health Permit.
6. Bidders shall be classified as a Category 3 by the Health Department.
7. Bidders to furnish copy of current Food Safety Certifications.
8. Bidders shall have a current City of Montgomery and County business license and shall be up-to-date on payment of all City and County sales taxes.
9. **A mandatory pre-bid meeting will be held on April 3, 2013, at 9:00 a.m., County Commission Conference Room, Annex III, 101 S. Lawrence Street, Montgomery, Alabama.**
10. **VENDORS HAVING A PLACE OF BUSINESS WITHIN THE LEGAL BOUNDARIES OF MONTGOMERY COUNTY SHALL BE GIVEN A 3% PREFERENCE OVER VENDORS LOCATED OUTSIDE OF MONTGOMERY COUNTY LEGAL BOUNDARIES.**

11. DISPUTE RESOLUTION

IF A DISPUTE ARISES OUT OF OR RELATES TO THIS AGREEMENT OR ITS BREACH, THE PARTIES SHALL ENDEAVOR TO SETTLE THE DISPUTE FIRST THROUGH DIRECT DISCUSSIONS AND NEGOTIATIONS. IF THE DISPUTE CANNOT BE SETTLED THROUGH DIRECT DISCUSSIONS OR NEGOTIATIONS, THE PARTIES SHALL ENDEAVOR TO SETTLE THE DISPUTE BY NON-BINDING MEDIATION. THE LOCATION OF THE MEDIATION SHALL BE MONTGOMERY, ALABAMA. EITHER PARTY MAY TERMINATE THE MEDIATION AT ANY TIME AFTER THE SESSION, BUT THE DECISION TO TERMINATE MUST BE DELIVERED IN PERSON TO THE OTHER PARTY AND THE MEDIATOR. ENGAGING IN MEDIATION IS A CONDITION PRECEDENT TO ANY OTHER FORM OF BINDING DISPUTE RESOLUTION. IF THE PARTIES

CANNOT AGREE ON A MUTUAL RESOLUTION THEN ANY DISPUTES NOT RESOLVED BY MEDIATION SHALL BE DECIDED IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA AND GOVERNED BY THE LAWS OF THE STATE OF ALABAMA BETWEEN THE MONTGOMERY COUNTY COMMISSION AND VENDOR.

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 5		BID # 7		BID #8		BID #.9		BID #10	
BID NO. 52200-13B-008				SUPREME MEDICAL - ATTN: JEFF POWELL - PHONE #800461-1370; FAX#800-461-1277		BOB BARKER - ATTN: TINA MORGAN - PHONE #800-334-9880 - FAX#800-322-7537		THE JONES ZYLON CO. - ATTN: TODD E. KOHL - PHONE #800-848-8160 - FAX#877-632-6344		NATIVE GREEN, LLC - ATTN: LINDA CARRILLO - PHONE #888-456-6444; FAX#(248) 365-4210		TURENNE PHAR MED - ATTN: CHE VAUGHN - PHONE #244-0200; FAX#877-453-2184	
ISSUED: FEBRUARY 22, 2013													
BID OPENING DATE: MARCH 12, 2013													
SHERIFF'S OFFICE - DETENTION													
TERMS OF PAYMENT / DISCOUNT:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	ADMISSION KITS	CS	100	\$96.39	\$9,639.00	\$99.00	\$9,900.00	\$106.05	\$10,605.00	\$117.00	\$11,700.00	\$123.00	\$12,300.00
2	INDIGENT HYG KITS	CS	100	\$95.85	\$9,585.00	\$98.00	\$9,800.00	\$103.95	\$10,395.00	\$116.00	\$11,600.00	\$120.00	\$12,000.00

Notes:

APR 15 2013
BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 16

DEPARTMENT: County Comm Appropriat REVIEWED: S. Thomas 4/4/2013
DATE: 4/4/2013 Finance Director Date
REQUESTED BY: Donald L. Mims APPROVED: _____
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Camera Equipment	001-52110.400	0	2,578	2,578
Fund Balance	001.35900		-2,578	
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		0	0	2,578

JUSTIFICATION:

Budget for the purchase and installation of three cameras in Annex I Sheriff Legal Services Division offices.

D.T. MARSHALL, SHERIFF

OFFICE: (334) 832-4980
FAX: (334) 832-2500

March 15, 2013

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff D. T. Marshall *DTM*
Montgomery County Sheriff's Office

SUBJECT : Cameras Installed in Legal Service Division
Montgomery County Sheriff's Office

The Montgomery County Sheriff's Office has recently undergone an audit by the State of Alabama. The only exceptions shown on the audit were in the accounting process in the pistol permit offices.

I am attaching a quote from Imperial Systems, Inc. to install three cameras in the Legal Service Division. One camera will be on the safe where all funds are kept and two other cameras will be placed in the office where the accounting paperwork is prepared and where the money is counted.

I am requesting that you ask the County Commission for their consideration of my request for the purchase and installation of these cameras. Your assistance in this matter will be appreciated.

DTM/tb

2013 MAR 15 8:15 AM

RECEIVED
MONTGOMERY COUNTY
SHERIFF'S OFFICE



**ISI IMPERIAL
SYSTEMS, INC.**
A Division of Norment Security Group

PROPOSAL

3224 Mobile Highway
Montgomery, Alabama 36108-4454
334-281-8440
FAX: 334-286-4377

Montgomery County Sheriff's Dept.
115 S Perry St
Montgomery, AL 36104
Attn: D.T. Marshall

03/08/13

Proposal Number:
MTGYCO03.08.13

IP Based Cameras

FURNISH, INSTALL, AND PROGRAM THREE IP CAMERAS - ANNEX 1 PISTOL PERMIT AREA

- ❖ (3) Geovision GV-FD120D IP High-Res Camera
- ❖ 500' Cat5 Plenum Rated Cable
- ❖ Installation Material
- ❖ Installation and Programming Labor

PRICE - Good for 90 Days:

Two Thousand Five Hundred Seventy Eight and 00/100 (\$2,578.00)

POSITION FILL REQUEST

ORIGINAL

COMPLETED ACTION DATES

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

- | | |
|----------|----------------|
| 1. _____ | dept request |
| 2. _____ | admin review |
| 3. _____ | pers dept |
| 4. _____ | cert to admin |
| 5. _____ | dept selection |
| 6. _____ | final review |

1. Position Title Corrections Officer Trainee / Corrections officer

Position Number 187

Proposed Effective Date April 1, 2013

Type of Appointment (☒) Permanent () Temporary

Recruiting

- () Promotional Register () Transfer
(☒) Open Competitive Register () Reemployment

Pay Grade Corrections Officer Trainee - \$28,392 Pay Grade PCT
Corrections Officer - \$29,569 - \$42,093 Pay Grade PC1

D T Marshall Date March 19, 2013
Department Head DTM

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee:

Appointing Authority Date _____

5. () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

POSITION FILL REQUEST

ORIGINAL

COMPLETED ACTION DATES

1. _____ dept request
2. _____ admin review
3. _____ pers dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Stores Clerk I

Position Number 193

Proposed Effective Date April 1, 2013

Type of Appointment (☒) Permanent () Temporary

Recruiting

- () Promotional Register () Transfer
(☒) Open Competitive Register () Reemployment

Pay Grade Pay Grade A03 - \$24,414 - \$34,753

D T Marshall
Department Head *DTM*

Date March 19, 2013

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee: _____

Appointing Authority Date _____

5. () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

APR 15 2013

Request # 7

Date: March 29, 2013
To: Donald L. Mims, Administrator
From: Didi Henry
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Selma, AL
Departure Date: April 17, 2013 Return Date: April 17, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Blackbelt Meeting

Traveler (s) Name: 1. Didi Henry 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$56.50 Advance Registration Required: \$0.00

Department Name: Public Affairs Dept Fund Name: General

Additional Comments: Mileage - \$56.50

To: Didi Henry
From: Donald L. Mims, Administrator

The above request is app. 04/15/13 reimbursement of actual and necessary expenses in the
approximate amount of \$56.50 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51130.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,500.00</u>
Approved Requests:	<u>\$782.06</u>
Budget Available:	<u>\$2,717.94</u>
Current Requests:	<u>\$56.50</u>
Budget Balance:	<u>\$2,661.44</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/1/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

APR 15 2013

Date: March 29, 2013
To: Donald L. Mims, Administrator
From: Didi Henry
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Selma, AL
Departure Date: May 23, 2013 Return Date: May 23, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Blackbelt Meeting

Traveler (s) Name: 1. Didi Henry 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$56.50 Advance Registration Required: _____

Department Name: Public Affairs Dept Fund Name: General Fund

Additional Comments: Mileage - \$56.50

To: Didi Henry
From: Donald L. Mims, Administrator

The above request is app. 04/15/13 reimbursement of actual and necessary expenses in the
approximate amount of \$56.50 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51130.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,500.00</u>
Approved Requests:	<u>\$782.06</u>
Budget Available:	<u>\$2,717.94</u>
Current Requests:	<u>\$113.00</u>
Budget Balance:	<u>\$2,604.94</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/1/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

Agenda

APR 15 2013

Date: March 29, 2013

To: Donald L. Mims, Administrator

From: Didi Henry

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Selma, AL

Departure Date: June 20, 2013

Return Date: June 20, 2013

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Blackbelt Meeting

Traveler (s) Name: 1. Didi Henry 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$56.50 Advance Registration Required: _____

Department Name: Public Affairs Dept Fund Name: General

Additional Comments: Mileage - \$56.50

To: Didi Henry

From: Donald L. Mims, Administrator

The above request is app. 04/15/13 reimbursement of actual and necessary expenses in the
approximate amount of \$56.50 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51130.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,500.00</u>
Approved Requests:	<u>\$782.06</u>
Budget Available:	<u>\$2,717.94</u>
Current Requests:	<u>\$169.50</u>
Budget Balance:	<u>\$2,548.44</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/1/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

APR 15 2013

Request # 1

Date: April 4, 2013
To: Donald L. Mims, Administrator
From: George M. Noblin, Board of Registrars
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL

Departure Date: May 2, 2013 Return Date: May 4, 2013

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: To attend the Spring 2013 meeting of the Alabama Association of Boards of Registrars

Traveler (s) Name: 1. George M. Noblin 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$644.00 Advance Registration Required: _____

Department Name: Board of Registrars Fund Name: General Fund 001-51920

Additional Comments: Mileage, Lodging & Meals

To: George M. Noblin, Board of Registrars

From: Donald L. Mims, Administrator

The above request is app. 04/15/13 reimbursement of actual and necessary expenses in the
approximate amount of \$644.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51920.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$1,500.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$1,500.00</u>
Current Requests:	<u>\$644.00</u>
Budget Balance:	<u>\$856.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/8/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 13

Agenda

APR 15 2013

Date: March 29, 2013
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Atlanta, Ga.
Departure Date: April 16, 2013 Return Date: April 16, 2013
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Attend Juvenile Detention Alternatives Initiative Inter-site Conference

Traveler (s) Name: 1. Beverly Riddle Wise 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$150.00 Advance Registration Required: _____

Department Name: Youth Facility Fund Name: 001-52604-265

Additional Comments: _____

To: Bruce R. Howell
From: Donald L. Mims, Administrator

The above request is app. 04/15/13 reimbursement of actual and necessary expenses in the
approximate amount of \$150.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52604.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$1,487.00</u>	
Budget Available:	<u>\$3,513.00</u>	
Current Requests:	<u>\$150.00</u>	
Budget Balance:	<u>\$3,363.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/1/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 28

Agenda

APR 15 2013

Date: April 1, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL
Departure Date: May 9, 2013 Return Date: May 9, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: To Attend: Alabama District Attorneys Assoc Support Staff Training

Traveler (s) Name: 1. Peggy Thompson 4. LaShonda Palmer
2. Marilee Stephens 5. Deborah T. Rayborn
3. Lynn McLeod 6. Brenda Turner

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$82.00 Advance Registration Required: \$0.00

Department Name: District Attorney Fund Name: 760-51260-265

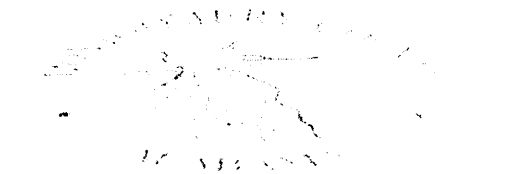
Additional Comments: _____

To: Ellen Brooks
From: Donald L. Mims, Administrator

The above request is app. 04/15/13 reimbursement of actual and necessary expenses in the
approximate amount of \$82.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>760-51260.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$45,000.00</u>
Approved Requests:	<u>\$8,786.50</u>
Budget Available:	<u>\$36,213.50</u>
Current Requests:	<u>\$82.00</u>
Budget Balance:	<u>\$36,131.50</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/4/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 29

Agenda

APR 15 2013

Date: April 2, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: April 19, 2013 Return Date: April 19, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: To Attend: Jury Instructional Meeting

Traveler (s) Name: 1. Ellen Brooks 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$125.00 Advance Registration Required: \$0.00

Department Name: District Attorney Fund Name: 760-51260-265

Additional Comments: Ms Brooks would like the option of using either vehicle

To: Ellen Brooks
From: Donald L. Mims, Administrator

The above request is app. 04/15/13 reimbursement of actual and necessary expenses in the
approximate amount of \$125.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$45,000.00</u>	
Approved Requests:	<u>\$8,786.50</u>	
Budget Available:	<u>\$36,213.50</u>	
Current Requests:	<u>\$207.00</u>	
Budget Balance:	<u>\$36,006.50</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/4/2013

cc: Finance Director / Buyer



SOUTHERN SignCrafters

PHONE: 334-279-8817

FAX: 334-277-5778

3165 WETUMPKA HWY

MONTGOMERY, AL 36110

P.O. BOX 210655

MONTGOMERY, AL 36121

EMAIL: sosigncrafters@aol.com

INCORPORATED

PROPOSAL SUBMITTED TO:		DATE:	CONTACT:	PHONE:	FAX:
NAME:		4/2/13	JOHN A. MITCHELL, SR	832-1203	
STREET:			JOB NAME:		
P.O. 1667			MOVE PROBATE OFFICE		
CITY:	STATE:	ZIP:	CITY:	STATE:	ZIP:
MONTGOMERY	AL.	36102-1667			

We hereby submit specifications and estimates for:

FURNISHING THE FOLLOWING WORK:

- * REMOVING IN PLACE LETTERING AND PATCHING HOLES AT EXISTING LOCATION.----\$2700.00
- FURNISHING AND INSTALLING 24" MOLDED PLASTIC LETTERS REVENUE/ PROBATE OFFICES
- COLOR BY OWNER-----\$3580.00
- FURNISHING AND INSTALLING 48" MONTGOMERY COUNTY SEAL ROUTED FROM OUTDOOR
- DUNA BOARD PAINTED AS PER OWNERS COLORS-----\$2395.00
- VINYL ON REVENUE OFFICE WINDOW AND DOOR (WHITE)-----\$675.00
- VINYL ON PROBATE OFFICE WINDOW AND DOOR (WHITE)-----\$675.00
- * LANDLORD REQUIRES PATCHING OF ALL HOLES AND PAINTING COMPLETE FACIA.

Deposits are considered as contractual agreement and non-refundable

Southern SignCrafters, Inc., protects you with a one year warranty against workmanship and material defects plus workman's compensation and contractor's liability insurance.

50% DEPOSIT _____
50% BALANCE _____

Balance upon completion, payment in full will be expected at the time of completion unless other arrangements are made prior to installation.
Failure to comply with terms of payment will void all warranties unless otherwise written herein.

Southern SignCrafters, Inc. will provide electrical connection(s) for owners electrician to connect to power source.
WE DO NOT CONNECT SIGN TO ELECTRICAL POWER.

All electrical components used in the sign construction are warranted for 90 days from installed date. All other workmanship and components are warranted for 12 months from date of installation.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmans Compensation Insurance.

Authorized
Signature

Robert F. Jones Jr.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Signature _____
Signature _____
Acceptance Date _____

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as specified above. I understand that payment is due immediately upon receipt of invoice from Southern SignCrafters, Inc. I further agree to pay all costs of collection of any balance due Southern SignCrafters, Inc. including reasonable attorney's fees. I have read this contract and I fully understand its contents.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 17

DEPARTMENT:	County Comm Appropriatic	REVIEWED: S. Thomas	4/10/2013
DATE:	4/10/2013	Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:	Date
Elected Official/Dept. Head		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Other Improvements-Probate	206-51300.400	0	10,025	10,025
Other Construction projects	206-51107.231	35,000	-10,025	24,975
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		35,000	0	35,000

JUSTIFICATION:

Budget for the cost of removing signage from the existing Probate East location (\$2,700) and installing new signage at the new Probate East location (\$7,325)

APR 15 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 18

DEPARTMENT: County Comm Appropriatio REVIEWED: S. Thomas 5/2/2013
 DATE: 4/15/2013 Finance Director .Date
 REQUESTED BY: Donald L. Mims APPROVED: _____
 Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Building renovations/improvements	206-51300.524	0	19,876	19,876
Other Construction projects	206-51107.231	24,975	-19,876	5,099
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		24,975	0	24,975

JUSTIFICATION:

Budget for the cost of additional improvements at the new Probate East location.
 (Phone system \$6,500, Magnetic Door Locks \$11,840 and Security system \$1,536)



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

Agenda

APR 15 2013

MEMORANDUM

To: Donnie Mims, Administrator
From: Judge Steven L. Reed 
Date: 04/11/2013
Re: Agenda Items

Per your request, this correspondence includes agenda items for the upcoming County Commission Meeting.

- **Relocation Date**-The expected relocation date is scheduled for April 26, 2013. I am concerned with that date and would propose May 6, 2013 as the new date. The end of the month is an extremely busy time for our tag offices and a move at the end of the month will cause unnecessary confusion and stress for the public.
- **Security for the new East Office**-Security in the new location is a paramount concern for the public, my staff, and I. When considering safety, we have to be mindful of not just securing public assets, but also compliance with safety and fire codes. I would request these certain features be added:
 - Emergency Hardware
 - Magnetic Locks
 - Retractable Belts
- **New Phone System**-I request the County Commission purchase a new phone system for the new office. The phone system is a vital part of any office, especially our tag offices. Lou Ialacci has provided quotes for the County Commission's approval.

If there are any questions or concerns, please feel free to contact my office.

Donald Mims

From: Thomas Bell
Sent: Thursday, April 11, 2013 1:28 PM
To: Donald Mims
Subject: Info Requested
Attachments: Agenda Items.pdf

Thanks!



PROPOSAL

A Division of Norment Industries

3224 Mobile Highway
Montgomery, Alabama 36108-4454
334-281-8440
FAX: 334-286-4377

Montgomery Co. Probate & Revenue East
Atlanta Highway
Montgomery, AL

April 12, 2013

Attn: Mr. Donald Mims

13-0412

I. We are pleased to offer the following proposal to Montgomery Co. Commission for the installation of a HID Card Access System at the new Montgomery Co. Probate & Revenue East.

1. Furnish and install the following:

- 5 – HID Card Readers
- 5 – HID Controllers
- 1 – HID Access Software
- 5 – Push to Exit Switches
- 1 – Motion Exit Device
- 5 – Magnetic Security Locks 12VDC
- 1 – Electric Door Strike 12VDC
- 50 – HID Entry Cards
- 1 – All Labor, wire, Plenum CAT5e and installation materials.

2. Provide (1) year warranty on system equipment provided.

Total \$11,840.00

Sign and return one copy for our files.

This proposal is subject to acceptance within _____ days from date hereon, and to all standard terms and conditions noted on the reverse side of this proposal

We hope this proposal will merit your placing with us this business, which will have our best attention in pursuing the work to completion

By: _____

Accepted: _____ Firm: _____ By: _____

19.4

Donald Mims

From: Tom Lyne [tom.lyne@normentsecurity.com]
Sent: Friday, April 12, 2013 12:30 PM
To: Donald Mims
Cc: Tammy Nix
Subject: Montgomery Co. Probate & Revenue East Proposal
Attachments: DOC041213.pdf

Importance: High

Mr. Mims

I appreciate the opportunity. Any way I can be of assistance, don't hesitate to ask.

Best Regards,

Tom

Tom Lyne, Sales, Service & Warranty
Norment Security Group, Inc.
3224 Mobile Highway
Montgomery, AL 36108
Tel: 334.286.6462
Fax: 334.285.5055

Donald Mims

From: Bryan Clark [bryan.clark@normentsecurity.com]
Sent: Wednesday, April 10, 2013 3:59 PM
To: Donald Mims
Subject: Card Access System Probate and Revenue East

Mr. Mims,

I will follow this with a proper proposal once the final configuration and type of equipment is determined. So far I've priced the system two ways. First, I used the same level of equipment that is used for the rest of the Montgomery County Complex. This is the same equipment used in airports and military bases. The cards will look the same as the cards used for the County Complex except that they will have a number printed on the card and not a picture. If you ever wanted to print picture ID's on the cards, you would just add a printer. Management of access cards is performed with software on one of the standard PC's on your network. The cost of this system is \$ 11,840.00.

The second way I priced the system uses independent keypad devices at each door. No cards are used and access is granted by entering a programmed code on the keypads. Up to 99 different codes can be entered on each keypad. Unfortunately, every time a code is added or deleted, someone will have to go to each keypad and repeat the programming steps. They are not linked or networked together like the proximity card access systems. There is also no audit trail to determine if a certain code is being used when it should not be or by whom. The cost of this system is \$ 8,850.00.

We can also provide a card access system that costs less, but in the long run, you'd be better off with the high end equipment/suppliers. We can get the proposed equipment pretty fast and would be able to get you up and running quickly.

Let me know if you have any questions or if you need specifics on the proposed systems.

Thanks,

Bryan Clark
Imperial Systems, Inc.
A Division of Norment Security Group
3224 Mobile Highway
Montgomery, Alabama 36108
334-286-4312

Electronic Security Service

5774 East Shirley Lane
 P O Box 240211
 Montgomery, AL 36117

Estimate

Date	Estimate #
4/11/2013	37

Name / Address
Montgomery Probate Office 5447 Atlanta Hwy Montgomery, AL ATT: MR. PAT SILAS

			Project
Description	Qty	Cost	Total
Control Panel	1	157.00	157.00T
Keypad, Large LCD	1	77.00	77.00T
Battery, 12v, 7.0 amp	1	17.56	17.56T
Wireless Transmitter, DR WIND	6	48.00	288.00T
Wireless Receiver	1	127.38	127.38T
Wireless Glass Break Detector	5	96.13	480.65T
Siren, Indoor, 2 Tons	1	13.30	13.30T
Labor		375.00	375.00
MONITORING WILL BE \$54.00 PER QUARTER			
Sales Tax Exempt Tax ID # Provided		0.00%	0.00
		Total	\$1,535.89

Customer Signature _____

Donald Mims

From: Pat Silas
Sent: Thursday, April 11, 2013 2:11 PM
To: Donald Mims
Cc: Malcolm Richard; Tammy Nix
Subject: FW: Scan from a Xerox WorkCentre
Attachments: DOC.PDF

Donnie,

Attached is the quote from Electronic Security for the Probate/Revenue Offices. Mr. Arnold of ESS said as soon as he is issued a purchase order he can start work.

Pat

-----Original Message-----

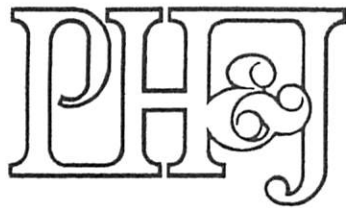
From: xerox@mc-ala.org [mailto:xerox@mc-ala.org]
Sent: Thursday, April 11, 2013 9:00 PM
To: Pat Silas
Subject: Scan from a Xerox WorkCentre

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre.

Attachment File Type: PDF

WorkCentre Location: machine location not set
Device Name: MCC-Purchasing

For more information on Xerox products and solutions, please visit <http://www.xerox.com>



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807 SOUTH MCDONOUGH STREET • MONTGOMERY, AL 36104-5080 POST OFFICE BOX 215-36101
Tel 334/265-8781 / Fax 334/265-9208 • Email: phjarch@bellsouth.net • Website: www.phjarchitects.com

Renis O. Jones, Jr., FAIA

J. Roland Pond, AIA

E. Griffin Harris, AIA

John R. Gandy, AIA

Harrell G. Gandy, AIA

Renis O. Jones, III, AIA

Patrick T. Addison, AIA

March 27, 2013

Mrs. Patricia Silas
Purchasing Department
Montgomery County
PO Box 1667
100 S. Lawrence Street
Montgomery, AL 36102

Re: Third Floor Annex - Family Courts Montgomery County Courthouse Annex 1 Montgomery, AL
PH&J# 1208GVA

Dear Mrs. Silas:

Enclosed are four (4) copies of Change Order #2 on the above referenced project for your review and signature.

Once the items have been signed, please forward all copies back to my attention for further distribution.

Thank you for your help in expediting these documents. Please feel free to contact me with any questions you may have.

Thank you,


Kristie Hutto

Cc - file
Enclosures

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): Third Floor Annex - Family Courts Montgomery County Courthouse Annex 1 Montgomery, AL	CHANGE ORDER NUMBER: 002 DATE: March 27, 2013	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐
TO CONTRACTOR (Name and address): Alfa Builders, Inc. P. O. Box 11000/8191 Seaton Place Montgomery, AL 36116	ARCHITECT'S PROJECT NUMBER: 1208-GVA CONTRACT DATE: July 23, 2012 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

ADD to expand shaft wall in women's restroom 242.....	\$808.00
ADD to build chase around existing conduits in DA's attorney's office.....	\$1,271.67
ADD for lost time by contractor in relation to electrical panels and judge's bench.....	\$931.61
ADD to replace two delaminating doors in judge's suite 330.....	\$614.46
ADD to provide and install a new witness box in hearing room 314.....	\$4,266.68
ADD to provide and install screen wall and person gate in hearing room 314.....	\$1,990.01
DEDUCT for unused voice and data equip. allowance.....	\$7,884.22
DEDUCT for unused security credit in modified project scope.....	\$570.00
DEDUCT for unused security credit for deleted work.....	\$1,181.20
DEDUCT for deleted janitor sink in janitor 317.....	\$400.00
DEDUCT for deleted project sign.....	\$500.00
DEDUCT for unused attic stock.....	\$7,480.71
DEDUCT for reversal of sales tax from contract amount.....	\$32,428.04
DEDUCT for reversal of materials from the contract amount.....	\$324,280.45

Total.....\$364,842.19

The original Contract Sum was	\$ 996,500.00
The net change by previously authorized Change Orders	\$ 19,399.19
The Contract Sum prior to this Change Order was	\$ 1,015,899.19
The Contract Sum will be decreased by this Change Order in the amount of	\$ 364,842.19
The new Contract Sum including this Change Order will be	\$ 651,057.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is December 15, 2012

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PH&J Architects, Inc.

ARCHITECT (Firm name)

807 S. McDonough Street
Montgomery, AL 36104

ADDRESS

BY (Signature)

Patrick Addison, Vice President

(Typed name)

3-27-2013
DATE

Alfa Builders, Inc.

CONTRACTOR (Firm name)

P. O. Box 11000/8191 Seaton Place
Montgomery, AL 36116

ADDRESS

BY (Signature)

Kevin Ketzler, President

(Typed name)

3/27/13
DATE

The Montgomery County Commission

OWNER (Firm name)

PO Box 1667
Montgomery, AL 36102

ADDRESS

BY (Signature)

Elton Dean, Chairman

(Typed name)

DATE

CHANGE ORDER NUMBER TWO SUMMARY SHEET
Renovations & Alterations to the Montgomery County Courthouse Annex 1
Third Floor - Family Courts for the Montgomery County Commission

PH&J #1208-GVA

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>COST</u>
A	Expand Shaft Wall Ceiling Over Women's Restroom 242, Connecting Return Air Path to Building Shaft	\$808.00
B	Build Chase Around Existing Conduits in Corner of DA's Attorney's Office	\$1,271.67
C	Compensate Contractor for Lost Time Due to Lack of Coordination between County Departments for Power Transfer Between Old and New Electrical Panels and the Relocation of Judge's Bench from Youth Facility	\$931.61
D	Replace The Two Delaminating Doors in Judge's Suite 330	\$614.46
E	Add New Witness Box to Judge's Bench in Hearing Room 314	\$4,266.68
F	Add New Screen Wall and Person Gate to Judge's Bench in Hearing R	\$1,990.01
G	Voice and Data Equipment Allowance	(\$7,884.22)
H	Security Credit for Modified Project Scope (Addendum #1)	(\$570.00)
I	Security Credits for Deleted Work	(\$1,181.20)
J	Credit for new Janitor's Sink in Janitor 317 (Exisitng sink to remain)	(\$400.00)
K	Credit for Project Sign Not Erected on Site	(\$500.00)
Subtotal Carried to Next Page:		(\$652.99)

	Subtotal Carried Forward:	(\$652.99)
L	Owner's Attic Stock	(\$7,480.71)
M	Owner's Tax Savings	(\$32,428.04)
N	Owner Purchsed Materials	(\$324,280.45)
	TOTALS	(\$364,842.19)

Letter of Transmittal



Date: April 11, 2013

CannDauSon Cons., Inc.

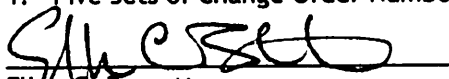
To: Mr. John Mitchell
Montgomery Co. Commission
South Lawrence Street
Montgomery, AL

From: Ellen C. Barnette
CannDauSon Cons., Inc.
PO Box 680423 (216 Echlin Blvd. 36067)
Prattville, AL 36068

Tenant Improvements to the Montgomery Commission - Probate and Revenue Office East

We are enclosing the following items:

1. Five Sets of Change Order Number Two being sent for further processing.


Ellen C. Barnette

CONTRACT CHANGE ORDER

Change Order No. Two Date April 11, 2013 B.C.No. _____

TO: (Contractor)
CannDauSon Construction, Inc.
216 Echlin Boulevard
Prattville, AL 36067

PROJECT:
Tenant Improvements to the Montgomery
Commission – Probate and Revenue Office East

TERMS: You are hereby authorized, subject to the provisions of your Contract for this project, to make the following changes thereto in accordance with your proposal(s) dated 3/20/2013, 4/4/2013 & 4/10/2013

FURNISH the necessary labor, materials, and equipment to (Description of work to be done or changes to be made.)

- | | |
|--|-------------------|
| 1. Keeping existing water heater in Restroom 204. | \$ 756.80 |
| 2. Pricing for revised outside fire sprinkler & added sprinkler work at Sunday Dinner. | \$4,302.98 |
| 3. Electrical for tamper and flow switch for sprinkler riser. | <u>\$1,067.00</u> |
| | \$6,126.78 |

ORIGINAL CONTRACT SUM \$ 546,590.00

NET TOTAL OF PREVIOUS CHANGE ORDERS \$ (29,498.97)

PREVIOUS REVISED CONTRACT SUM \$ 517,091.03 ✓

THIS CHANGE ORDER WILL ☒ INCREASE ☐ DECREASE
THE CONTRACT SUM BY \$ 6,126.78

REVISED CONTRACT SUM, INCLUDING THIS CHANGE ORDER \$ 523,217.81 ✓

EXTENSION OF TIME resulting from this Change Order None (Insert "None" or No. of days)

The Owner does hereby certify that this Change Order was executed in accordance with the provisions of Title 39, Code of Alabama, 1975, as amended.

CONSENT OF SURETY

CONTRACTING PARTIES

TRAVELERS Casualty & Surety Company of America
(Company)

CannDauSon Construction, Inc.
Contractor

By Walter C. Dowdy
(with current Power of Attorney)
Attorney in Fact

By Ellen C. Barnette
Name & Title Ellen C. Barnette V. President

Brown Chamblee Architects
Architect

Montgomery County Commission
(Awarding Authority)

By John Chamblee
Name & Title John Chamblee, Principal

By _____
Name & Title _____

RECOMMENDED

TRAVELERS **POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 225682

Certificate No. 005226629

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Bolling P. Starke III, J. Kyle Drumwright, Judy W. Payne, Walter C. Dowdy, and Angela J. Penn

of the City of Montgomery, State of Alabama, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

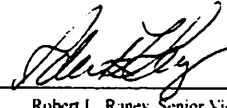
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of October, 2012.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the 11th day of October, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public

COR #4 - Keep Existing Water Heater in Rest Room 204.

Demo drawing D0100 called for the existing water heater to be demolished. After our people met with Architectural Inspector, Ronnie Johnson, it was deemed necessary to leave the hot water heater in place. Otherwise, there would be no provisions for hot water in Rest Room 204. There are resulting Plumbing & Electrical costs.

Electrical (see quote)	\$375.00
Plumbing (see quote)	\$313.00
Subtotal	\$688.00
GC Overhead & Profit	\$68.80
Total Change Order	\$756.80

20-Mar-13



OFFICE: (334) 281-4074
FAX: (334) 281-4073

Electrical Contractors Since 1948

P. O. Box 20406
MONTGOMERY, AL 36120

CHANGE ORDER

Date: Tuesday, March 19, 2013

Project:
Probate & Revenue Office East
5449 & 5447 Atlanta Highway
Montgomery, AL

Architect: Brown Chambliss Architects
Plan Date: 07/27/2012
Project No.: 21205

Proposal includes all electrical labor, material, equipment, tools, and supervision required to provide electrical circuit for water heater in Revenue side of building.

- Note 01:** Proposal does not include Utility Charges or Fees. These are to be negotiated under separate contract between owner/tenant and utility company.
- Note 02:** Proposal may be withdrawn by us if not accepted within thirty (30) days due to uncontrollable commodity pricing for copper and steel.

Total: **\$375.00**

Thank You,
Alpha Acme Electric, Inc.

Rework Drain Line from Existing Water Heater to Remain in Restroom 204. Drain used to drain into existing mop basin. Mop Basin was removed per demolition drawing D0100. The Mechanical Engineer suggested that we cut in a fitting in the existing vent line and pipe water heater drain to this fitting - see RFI 1 sent on 2/2/2013.

(2) ft. 2" PVC Pipe @ \$.77 per foot	\$1.54
(1) 2" PVC Wye @ \$1.98 each	\$1.98
(1) 2" PVC P-Trap @ \$12.08 each	\$12.08
Misc. Fittings & Glue, etc.	\$12.00
Subtotal	\$27.60
Tax	\$2.76
Subtotal	\$30.36
Labor (4) hours @ \$60.50 per hour	\$242.00
Subtotal	\$272.36
Overhead & Profit	\$40.85
Change Order Total	\$313.21

**COR # 5 - Pricing for the Revised Outside Fire Sprinkler
& Added Sprinkler work at Sunday Dinner**

Metro Fire Protection

Old Pricing for Underground Only (see attached breakdown)	-\$18,894.00
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New Pricing for Underground Only Based Upon Drawings	\$18,250.00
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Approved by MWWSSB (see attached breakdown)

New Inside 4" Feed Main from Sunday Dinner Existing

Riser Location (see attached breakdown)	\$4,556.00
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Subtotal	\$3,911.80
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GC OH & Profit	\$391.18
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Total Change Order	\$4,302.98
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4-Apr-13

APR 15 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 19

DEPARTMENT: County Comm Appropriat REVIEWED: S. Thomas 5/2/2013
DATE: 4/15/2013 Finance Director . Date
REQUESTED BY: Donald L. Mims APPROVED: _____
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Forestry Commission-Pickup Truck	001-51950.290	12,150	13,713	25,863
Donation-Volunteer Fire Department	001-40000.47701	0	(3,713)	(3,713)
Fund Balance	001.35900		(10,000)	
TOTAL		12,150	0	22,150

JUSTIFICATION:

Budget additional funds to the Alabama Forestry Commission for the purchase of a Pickup Truck.
Total cost \$24,713.

Agenda

APR 15 2013

April 10, 2013

Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

Dear Commissioners:

The County Commission recently solicited bids for a 2013 pickup truck to be used by the Alabama Forestry Commission. The low bidder was Stivers Ford Lincoln in the amount of \$24,713.

The Alabama Forestry Commission's remaining 2012-2013 budget balance appropriated by the Montgomery County Commission is \$11,807. Of this amount, \$807 will be needed to pay for SouthernLINC radio service for the remainder of the year, leaving an available balance of \$11,000. I am requesting additional funding from the County in the amount of \$13,713 to help cover the difference in the cost of the truck. The Alabama Forestry Commission responds to wildfires and works hand-in-hand with the Volunteer Fire Departments in Montgomery County. We serve the landowners through management and protection of the forest land as well as educating citizens in the importance of forestry in Montgomery County. Please consider this request for funding at the April 15, 2013 County Commission meeting.

Thank you for your continued support of the Alabama Forestry Commission.

Sincerely,



Dale Hurst
Alabama Forestry Commission
Montgomery Work Unit Manager

MONTGOMERY COUNTY COMMISSION
Purchasing Department
P.O. Box 1667
Montgomery, Alabama 36102-1667

INVITATION TO BID

Bid Date
March 26, 2013

Bid Number
51950-13B-012

Return Quotation By
APRIL 9, 2013
10:00A.M.
CST

Please submit a sealed price quotation on the items listed below (Note: **No Faxed Bids**). The submissions will be received at 100 S. Lawrence Street until the date and time shown above and publicly opened as soon thereafter as practicable. If unable to quote, write "NO BID" and return. Complete specifications on items not fully described can be obtained on request. Brand names and catalog numbers are used to indicate levels of quality. If you are unable to furnish an item as specified and desire to furnish a substitute, give full description of the item. Final determination as to equal quality of substitution will be made by the Purchasing Agent. The Montgomery County Commission reserves the right to award this bid on an all or none, item by item basis, with or without trade-ins, to refuse all bids and waive technicalities. **A Bid Bond in the amount of five-percent (5%) over the amount of \$50,000 must accompany your bid, unless otherwise indicated. A certified check or money order will be acceptable.** Note: "No Company Checks". If you have any questions regarding this bid, please contact Tammy Turner, Buyer, Purchasing Department, Montgomery County Administrative Building Annex I, 100 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1603.



Donald L. Mims

Donald L. Mims, Purchasing Agent

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
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1 Each

Truck: 2013; Chevrolet Silverado1500, ½ Ton
Or Approved Equal. Title and Application Fees are to be Included. Specifications Attached;

Make and Model Being Bid:

Ford F-150 4x4 Ext Cab

\$ 24,713.

VENDORS HAVING A PLACE OF BUSINESS WITHIN THE LEGAL BOUNDARIES OF MONTGOMERY COUNTY, SHALL BE GIVEN A 3% PREFERENCE OVER VENDORS LOCATED OUTSIDE OF MONTGOMERY COUNTY LEGAL BOUNDARIES.

THE ATTACHED BID FORM SHALL BE COMPLETELY FILLED OUT AND SIGNED BY AN AUTHORIZED AGENT OF THE COMPANY AND SUBMITTED WITH THE BID RESPONSE. BID FORMS NOT SIGNED SHALL BE DISQUALIFIED. BIDDERS SHALL SUBMIT ORIGINAL AND ONE (1) COPY OF THEIR BID.

Notes:

1. BID NO. 51950-13B-012 MUST APPEAR ON OUTSIDE OF THE BID ENVELOPE. BID BOND SHALL BE ATTACHED TO BID FORM.
2. NO ORAL, TELEPHONIC, FACSIMILE PROPOSALS, MODIFICATIONS, OR ALTERNATIVE BIDS WILL BE CONSIDERED. BIDS WILL NOT BE CONSIDERED FROM FIRMS, INDIVIDUALS, OR THE SAME OWNERS OF SEPARATE COMPANIES SUBMITTING MORE THAN ONE BID.
3. THREE (3) "NO RESPONSES" TO INVITATION TO BID WILL BE REASON FOR DELETION OF FIRMS' NAME FROM THE BID LIST. ONCE DELETED FROM BID LIST, FIRMS' NAME MAY BE PLACED BACK ON THE BID LIST WITH A WRITTEN REQUEST FROM THE FIRM.
4. BIDS MAY BE SUBMITTED AS FOLLOWS:

MAILING ADDRESS

MONTGOMERY COUNTY COMMISSION
ATTN: PURCHASING OFFICE
P.O. BOX 1667
MONTGOMERY, AL 36102-1667

PHYSICAL ADDRESS

MONTGOMERY COUNTY COMMISSION
ATTN: PURCHASING OFFICE
100 SOUTH LAWRENCE STREET
MONTGOMERY, AL 36104

5. BID PROTEST PROCEDURE ATTACHED.
6. The successful bidder awarded the contract/purchase order shall provide documentation to Montgomery County Commission demonstrating that it is enrolled in the E-Verify program. Memorandum of Understanding will need to be provided before a contract/purchase order is issued. Verification for issuance of public benefits will also be requested.

Company Stivers Ford Lincoln

Quote F.O.B. NONE

Mailing Address 4000 Eastern Blvd

Terms of Payment: 10 days

City Montgomery State AL Zip 36116

Delivery Date: Six to 8 weeks

Official Signature Julius C. Thomas

Company Phone No.: 334-613-5000

Official Name (Type/Print) Julius C. Thomas

Fax No.: 334-613-5018 Phone No. 334-613-5012

Title Commercial Account Manager

FEDERAL I.D. # 20-3196009

E-MAIL ADDRESS: julius@stiversonline.com

Julius C. Thomas
Stivers Ford Lincoln
4000 Eastern Bypass
Montgomery, Alabama 36116
334-613-5012

**SPECIFICATIONS
FOR
2013 CHEVROLET SILVERADO 1500 PICK-UP TRUCK
OR APPROVED EQUAL**

1. Extended Cab 4 x 4, No Less Than 6-1/2 Ft. Bed
2. No Less Than 300 HP Engine, V8
3. No Less Than 3.55 or 3.73 Axle Ratio
4. Gross Vehicle Weight No less than 7000
5. 6 Speed Automatic Transmission
6. Heavy-Duty Automatic Locking Rear Differential
7. 18" x 8" Aluminum Wheels
8. Heavy Duty Cooling Package
9. Trailering Package
10. Skid Plate Package
11. Front Bucket Seats with Console
12. Black Rubberized Vinyl Floor Covering
13. P265/65R18 All-Terrain, Blackwall Tires
14. Exterior Color – White
15. Interior Color – Black or Dark Gray (Premium Cloth Seats)

SPECIFICATION
CHECK LIST
FOR
BID NO. 51950-13B-012, A TRUCK

<u>ITEM NO.</u>	<u>COMPLY</u>	<u>DOES NOT COMPLY</u>	<u>EXCEPTION TO SPECS</u>
1.	<u>Comply</u>	<u> </u>	<u> </u>
2.	<u>Comply</u>	<u> </u>	<u> </u>
3.	<u>Comply</u>	<u> </u>	<u> </u>
4.	<u>Comply</u>	<u> </u>	<u> </u>
5.	<u>Comply</u>	<u> </u>	<u> </u>
6.	<u>Comply</u>	<u> </u>	<u> </u>
7.	<u> </u>	<u> </u>	<u>17" machine Aluminum wheels</u>
8.	<u>Comply</u>	<u> </u>	<u> </u>
9.	<u>Comply</u>	<u> </u>	<u> </u>
10.	<u>Comply</u>	<u> </u>	<u> </u>
11.	<u>Comply</u>	<u> </u>	<u> </u>
12.	<u>Comply</u>	<u> </u>	<u> </u>
13.	<u> </u>	<u> </u>	<u>P265/70R17 OWL AT</u>
14.	<u>Comply</u>	<u> </u>	<u> </u>
15.	<u>Comply</u>	<u> </u>	<u> </u>

THE ABOVE CHECKLIST SHALL BE COMPLETED. BIDS RECEIVED WITHOUT COMPLETION OF THIS SHEET WILL BE DISQUALIFIED.



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

Agenda

APR 15 2013

MEMORANDUM

To: Donnie Mims, Administrator
From: Judge Steven L. Reed 
Date: 04/11/2013
Re: Agenda Items

Per your request, this correspondence includes agenda items for the upcoming County Commission Meeting.

- **Relocation Date**-The expected relocation date is scheduled for April 26, 2013. I am concerned with that date and would propose May 6, 2013 as the new date. The end of the month is an extremely busy time for our tag offices and a move at the end of the month will cause unnecessary confusion and stress for the public.
- **Security for the new East Office**-Security in the new location is a paramount concern for the public, my staff, and I. When considering safety, we have to be mindful of not just securing public assets, but also compliance with safety and fire codes. I would request these certain features be added:
 - Emergency Hardware
 - Magnetic Locks
 - Retractable Belts
- **New Phone System**-I request the County Commission purchase a new phone system for the new office. The phone system is a vital part of any office, especially our tag offices. Lou Ialacci has provided quotes for the County Commission's approval.

If there are any questions or concerns, please feel free to contact my office.

**PROJECT AGREEMENT
BY AND AMONG
CITY OF MONTGOMERY,
MONTGOMERY COUNTY, ALABAMA
AND
DAS NORTH AMERICA, INC.**

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (herein referred to as this "Agreement") is hereby made and entered into on this the _____ day of April, 2013, by and among the City of Montgomery, a body corporate and politic (the "City"), Montgomery County, Alabama, a body corporate and political subdivision of the State (the "County"), and DAS North America, Inc., a Michigan corporation ("DAS"). The City, County, and DAS are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City and the County support and encourage business and industrial development within their territorial boundaries for the benefit of their citizens; and

WHEREAS, DAS has approached the City and the County regarding DAS's intention to build a new manufacturing facility as herein described on an approximately thirty (30) acre site located in the Montgomery Industrial Park in Montgomery, Alabama, as more particularly described in Exhibit "A" attached hereto (the "Project Site"); and

WHEREAS, DAS has represented that it will make a capital investment of approximately Thirty-Six Million Eight Hundred Thousand Dollars (\$36,800,000) in constructing and equipping the Project (as defined below) and will employ about 400 full-time employees at the Project; and

WHEREAS, DAS has requested certain incentives in connection with locating at the Project Site, and the City and the County are willing to grant certain incentives, all on the terms and conditions herein contained and based upon representations, agreements and covenants of DAS herein contained relating to the Project and the employment thereat; and

WHEREAS, the Parties desire to set forth the terms and conditions on which incentives will be provided and repayment of such incentives in the event that the commitments on behalf of DAS are not fully satisfied.

NOW, THEREFORE, for and in consideration of the foregoing premises and the other agreements and covenants herein contained, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Terms. In addition to the terms defined elsewhere in this Agreement, the terms defined in this Section 1.1 shall have the meanings herein specified for all purposes of this Agreement, applicable to both the singular and plural forms of any of the terms defined herein.

“Agreement” means this Project Agreement.

“Capital Expenditures” means the costs incurred and paid for engineering, construction, renovation, furnishing and equipping the Project by DAS which is of a type that is properly chargeable to a capital account (but does not include items such as capitalized interest or similar items). The determination of whether an expenditure is a capital expenditure is made at the time the expenditure is paid with respect to the Project.

“City” means the City of Montgomery, an Alabama body corporate and politic.

“Commencement of Construction” or **“Commenced Construction”** or similar phrases, when capitalized herein, means the date on which the Company shall commence the pouring of the footings or foundations for the Project.

“Commercial Operation” shall mean the date that the Facility is placed in service for federal income tax purposes under Treasury Regulation 1.150-2(c) in manufacturing seat assemblies for commercial sale.

“County” means Montgomery County, Alabama, a political subdivision.

“DAS” means DAS North America, Inc., a Michigan corporation.

“Effective Date” means the date upon which the last of the following items have occurred: (i) this Agreement has been signed by authorized representatives of each Party hereto, and (ii) the satisfaction of the conditions precedent set forth in Section 5.1.

“Full-Time Employees” means individuals employed directly by DAS at the Project Site by personnel whose terms of employment require working thirty-five or more hours per week but does not include contracted personnel who would not be treated as a common law employee under applicable Alabama laws.

“Local Governments” means the City and the County.

“Party” or **“Parties”** shall have the meaning set forth in the preamble of this Agreement.

“Person” means all natural persons, corporations, business trusts, associations, companies, partnerships, limited liability companies, joint ventures and other entities and governments and agencies and political subdivisions.

“Project” shall mean the construction and operation of an approximately 300,000 square foot facility for the manufacture and assembling of seat assemblies and other automotive related products.

“Project Site” shall have the meaning set forth in the recitals.

“Public Entities” means the City and the County.

“State” means the State of Alabama.

1.2 Interpretation. In this Agreement, unless the context indicates otherwise, the singular includes the plural and the plural the singular; references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; references to “writing” include printing, typing, lithography, facsimile reproduction and other means of reproducing words in a tangible visible form; the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation” or “but not limited to” or words of similar import; references to articles, sections (or subdivisions of sections), exhibits, appendices, annexes or schedules are to those of this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all exhibits, schedules and appendices attached thereto and all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement; references to days shall mean calendar days unless specified otherwise; and references to Persons include their respective successors and permitted assigns.

ARTICLE 2

DAS’S COMMITMENT FOR PROJECT

2.1 Location and Implementation of Project. DAS covenants and agrees to expend approximately Thirty-Six Million Eight Hundred Thousand Dollars (\$36,800,000) in Capital Expenditures in constructing and equipping the Project at the Project Site by no later than May 1, 2016. DAS covenants and agrees that Commencement of Construction of the Project shall occur no later than June 30, 2014, and that DAS shall commence Commercial Operation at the Project by no later than May 1, 2016. From the Effective Date hereof until DAS’s Commercial Operation of the Project, DAS will lease the Graham Packaging Building located at 201 County Court in Montgomery, Alabama.

2.2 Employment.

(a) DAS hereby certifies that it hired by July 1, 2012 50 Full-Time Employees. DAS agrees to provide (if requested by the Local Governments) back-up documentation for such certification no later than June 30, 2013. DAS shall be required to maintain such 50 Full-Time Employees for the two (2) year period beginning on the date that the Fifty Thousand and No/100 Dollars (\$50,000.00) employment incentive installment under Section 3.1(a) is paid (such two-year period is referred to as the "Initial Jobs Period").

(b) DAS further agrees and covenants to have 200 Full-Time Employees by no later than May 1, 2015 and to maintain an Average of 200 Full-Time Employees for the twenty-four (24) consecutive month period beginning on the first (1st) day of the calendar month following the month in which the 200 Full-Time Employee level is first reached as then certified by DAS to the Local Governments (such 24-month period is referred to as the "Interim Jobs Period"). With respect to the Interim Jobs Period, DAS shall provide within thirty (30) days after each twelve (12) consecutive month period constituting a portion of the Interim Jobs Period a written certification reflecting the number of Full-Time Employees employed by DAS for each month during such preceding twelve (12) month period and reflecting the Average (as defined in Section 4.1 hereof) for that twelve (12) month period.

(c) DAS further agrees and covenants to have 400 Full-Time Employees by no later than May 1, 2017 and to maintain an Average of 400 Full-Time Employees for the twenty-four (24) consecutive month period beginning on the first (1st) day of the calendar month following the month in which the 400 Full-Time Employee level is first reached as then certified by DAS to the Local Governments (such 24-month period is referred to as the "Final Jobs Period"). With respect to the Final Jobs Period, DAS shall provide within thirty (30) days after each twelve (12) consecutive month period constituting a portion of the Final Jobs Period a written certification reflecting the number of Full-Time Employees employed by DAS for each month during such preceding twelve (12) month period and reflecting the Average (as defined in Section 4.1 hereof) for that twelve (12) month period.

(d) All such certifications under this Agreement shall be subject to the Local Governments' rights to audit said certification or certifications in accordance with normal procedures that the Local Government's use with respect to loans and grants based upon employment criteria as established from time to time. The Local Governments may require additional documentation to support the certification.

2.3 Employment of Montgomery Residents. The Local Governments each hereby agree that all employees hired by DAS at the Project shall be selected in the sole discretion of DAS and that DAS shall have no obligation to hire Montgomery residents. DAS agrees, in good faith, to give full consideration to qualified Montgomery residents for employment at the Project, subject in all cases to DAS's then existing hiring policies.

ARTICLE 3

ECONOMIC DEVELOPMENT INCENTIVES

3.1 Project Incentives. Subject to the terms and on the conditions herein contained:

(a) Within twenty (20) calendar days after the date hereof, the Local Governments agree to pay their respective pro rata shares (as determined between the Local Governments) of the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) to DAS as reimbursement for Capital Expenditures paid by DAS.

(b) Additionally, if DAS has Commenced Construction of the Project and is proceeding with due diligence towards completion of the construction of the Project, then, on July 1, 2014, if DAS has maintained the 50 Full-Time Employees during the 12-month period running from July 1, 2012, the Local Governments agree to pay to DAS their respective pro rata shares (as determined between the Local Governments) of the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) as reimbursement for Capital Expenditures paid by DAS.

3.2 Conveyance of Land for Project Site; Security for Obligations. Subject to the terms and on the conditions herein contained, including, but not limited to, DAS's satisfaction of its agreements and covenants herein set forth regarding employment and other obligations, the County agrees to convey to DAS marketable title to the Project Site via statutory warranty deed subject to the Mortgage (as herein defined) within thirty (30) days following receipt by the County of a copy of the fully-executed construction contract and building permit for the Project evidencing construction of the Project in accordance with the terms hereof. Simultaneously with the conveyance of the Project Site from the County to DAS, DAS shall grant to the County a mortgage in a form mutually approved by the County and DAS (herein the "Mortgage") as security for the payment of money (including payment of clawbacks and other repayment obligations) from, and the debts and obligations of, DAS hereunder reflecting a maximum principal balance of \$520,000. DAS does hereby covenant and agree that the Mortgage shall constitute and grant to the County, as mortgagee, a first-in-priority mortgage superior in all events to all other encumbrances and exceptions on the Project Site. In no event shall the County be required to subordinate the Mortgage.

ARTICLE 4

REPAYMENT AND CLAWBACKS

4.1 Clawbacks.

(a) In the event that DAS fails to maintain 50 Full-Time Employees for the Initial Jobs Period, or in the event that the Project Site has not yet been conveyed and DAS has failed to Commence Construction by June 30, 2014, then upon the occurrence of any of such failures DAS shall repay to the Local Governments an amount equal to the

product determined by multiplying (1) the deficiency, if any, between the number of Full-Time Employees maintained and 50 Full-Time Employees at such date of failure or at the end of such period (or, in the case of an annual period during the Initial Jobs Period, the deficiency, if any, from the Average number of Full-Time Employees), by (2) an amount equal to the quotient determined by dividing the sum of the amounts paid by the Local Governments to the date of such triggering event failure by 50. For purposes of this Section 4.1, the term "Average" for an annual period in the Initial Jobs Period shall mean the quotient determined by adding together the total number of Full-Time Employees of DAS at the end of each month in the applicable time period and dividing that sum by twelve (12). DAS shall provide, no later than thirty (30) days following the end of each annual period during the Initial Jobs Period, certification to the Local Governments of the number of Full-Time Employees employed by the end of the Annual Period subject to the Local Government's rights to audit said certification in accordance with normal procedures that the Local Governments use with respect to other grants or loans based on employment criteria. The Local Governments may require additional documentation to support the certification.

(b) In the event that the Project Site has been conveyed by the County, then in the event that DAS shall (i) fail to Commence Construction by June 30, 2014, (ii) fail to complete construction of the Project by December 1, 2015, (iii) fail to achieve the employment hiring requirements of 400 Full-Time Employees by the date required in Section 2.2(c) herein, (iv) fail to maintain the 400 Full-Time Employees for the Final Jobs Period, (v) fail to commence Commercial Operation of the Project by May 1, 2016, or (vi) after commencement of the Commercial Operation ceases to continue to operate the Project for a period of two (2) years (or DAS otherwise causes either Local Government to fail to satisfy the conditions of any grant provided to that Local Government in connection with the Project), then DAS shall pay in U.S. Dollars to the County an amount equal to the product determined by multiplying (A) Three Thousand and No/100 Dollars (\$3,000.00) per Full-Time Employee by (B) the number by which the average number of Full-Time Employees employed by DAS for the month in which the date of the event or failure triggering the clawback occurs is less for 400 (e.g., if average Full-Time Employees for month of triggering event is 150 Full-Time Employees, then clawback is $\$3,000 \times 250$ (i.e., $400 - 150 = 250$)).

(c) In the event that the Project Site has been conveyed by the County, then in the event that DAS shall either (i) fail to achieve the employment hiring requirements of 200 Full-Time Employees by the date required in Section 2.2(b) herein or (ii) fail to maintain the 200 Full-Time Employees for the Interim Jobs Period, then DAS shall pay in U.S. dollars to the County an amount equal to the product determined by multiplying (A) Thirty Thousand and No/100s Dollars (\$30,000) per acre by (B) the number of acres contained in the Project Site conveyed by the County.

(d) The Mortgage shall secure the obligations of repayment set forth hereunder.

4.2 Termination of Incentives. At the sole option and discretion of the Local Governments, upon written notice to DAS by either of the Local Governments following the occurrence of a breach, default or violation of this Agreement by DAS or upon any event triggering a repayment by DAS under Section 4.1 hereof (each is a "Default"), the obligations of the Local Governments shall cease and terminate.

In no event shall the termination or cessation of the obligations and agreements of the Local Governments in any way waive, limit, abrogate or eliminate the obligations of DAS hereunder, and such termination or cessation of such obligations by the Local Governments shall not constitute a termination of this Agreement.

ARTICLE 5

MISCELLANEOUS

5.1 Condition Precedent. The effectiveness of this Agreement shall be subject to the approval of each of the governing bodies of the City and County taken at a public meeting following satisfaction of the notice and other applicable requirements of Amendment 713 to the Alabama Constitution of 1901, as amended, including, but not limited to, the publication of the notice required by such Amendment 713 relating to the private benefits granted hereby and the approval of the same at an open public meeting held separately by each of the governing bodies of the City and County. It is expressly agreed and understood that each of the Mayor of the City and the Chairman of the Montgomery County Commission for the County may, at their option, execute and deliver this Agreement prior to such authorization but that the obligations, liabilities, agreements, and statements herein contained on the City and County shall not be binding and enforceable unless and until this Agreement is approved by the respective governing bodies of the City and the County following satisfaction of the provisions of Amendment 713 necessary for the actions and obligations of the City and County to be authorized and approved in connection with Amendment 713.

5.2 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

5.3 Governing Law. The governing law of this Agreement shall be the law of the State of Alabama.

5.4 Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

5.5 Notices. All communications and notices expressly provided herein shall be in writing and shall be sent, by registered first class mail, postage prepaid, by a nationally recognized overnight courier for delivery on the following business day or by telex or telecopy

(with such telex or telecopy to be confirmed promptly in writing sent by mail or overnight courier as aforesaid), as follows:

City of Montgomery: Mayor Todd Strange
City of Montgomery
Post Office Box 1111
Montgomery, Alabama 36101
Fax: (334)241-2600

With copy to: Kim Fehl, Esq.
City of Montgomery
Post Office Box 1111
Montgomery, Alabama 36101
Fax: (334)241-2600

and

Ms. Ellen McNair
Montgomery Area Chamber of Commerce
41 Commerce Street
Montgomery, Alabama 36104
Fax: (334) 265-4745

Montgomery County: Honorable Elton Dean
Donald Mims, Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102
Fax: (334) 832-2533

DAS:

Fax: _____

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section 5.5.

5.6 Costs and Expenses. Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of this Agreement or otherwise.

5.7 Amendment and Waivers. This Agreement may not be amended or modified except by a written instrument signed by each Party. The waiver by any Party of such Party's rights under this Agreement in any particular instance or instances, whether intentional or otherwise, shall not be considered as a continuing waiver which would prevent subsequent enforcement of such rights or of any other rights.

5.9 Assignment. This Agreement is not assignable without the consent of the other Parties hereto.

5.10 Section Titles and Headings. The section titles and headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

5.11 Specific Performance. The Parties agree that it is impossible to measure in money the damages which will accrue to DAS or the Public Entities by reason of a failure of any of the other Parties to this Agreement to perform any of their respective obligations under this Agreement. Therefore, if DAS or a Public Entity institutes any action or proceeding to enforce the provisions hereof the Party to this Agreement against whom such action or proceeding is brought hereby waives the claim or defense that DAS or the Public Entity has or will have an adequate remedy at law for money damages.

5.12 Entire Agreement. This Agreement constitutes the entire agreement and understanding among the Parties with respect to the Project and no other offers, agreements, understandings, warranties, or representations exist between DAS and any of the Public Entities.

5.13 Survival of Representations, Warranties and Covenants. The representations, warranties and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties and covenants relate.

5.14 Binding Effect. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of DAS and its successors and permitted assigns and shall be binding upon and shall inure to the benefit of the Public Entities and their respective successors and assigns and all other state agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to the Public Entities or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements, or obligations hereunder of the Local Governments which are Parties hereto.

5.15 Time is of the Essence. Time is of the essence as to all terms and conditions of this Agreement.

5.16 No Consequential Damages. Except as otherwise provided herein, no Party shall, in any event, be liable to any other Party, whether by way of indemnity or otherwise, for any indirect, incidental, punitive, special or consequential damages, including loss of revenue or profit, cost of capital, loss of business reputation or opportunity costs due to delays in payment,

whether any such damages arise out of contract, tort (including negligence), strict liability or otherwise.

5.17 No Third Party Beneficiary. This Agreement is intended solely for the benefit of the Parties. Nothing in this Agreement shall be construed to create any duty, standard of care or liability to, nor confer any right of suit or action on, any Person other than the Parties and no such duties, standards of care, liability, rights of suit or action shall be created or exist in favor of any employees or independent contractors.

5.18 Independent Contractor. For the purposes of this Agreement and all services to be provided hereunder, each Party shall be, and shall be deemed to be, an independent contractor and not an agent or employee or partner of the other Party.

5.19 Acknowledgment of No Liability. The Parties hereto agree that the Local Governments shall have no liability, responsibility or obligation resulting from the construction or operation of the Project (provided, however, that this paragraph shall not relieve any Party of any of its obligations under the Agreement), and that all such liability, responsibility and obligation therefrom shall be DAS's alone.

[EXECUTION AND NOTARY ACKNOWLEDGMENTS
APPEAR ON NEXT FOLLOWING PAGES]

WHEREFORE, the Parties hereto have executed this Agreement as of the date their signature was properly notarized.

CITY OF MONTGOMERY

By: _____
Honorable Todd Strange
As Mayor

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Todd Strange, in his capacity as Mayor of the City of Montgomery, whose name is signed to the foregoing Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, that he, as such official and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said City of Montgomery, Alabama on this date.

SUBSCRIBED AND SWORN to before me on this the ____ of _____, 2013.

Notary Public

My Commission expires: _____

MONTGOMERY COUNTY, ALABAMA

By: Montgomery County Commission

By: _____
Honorable Elton Dean
As Its Chairman

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Elton Dean, as Chairman of the Montgomery County Commission, whose name is signed to the foregoing Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, makes oath that he, as such official and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said Montgomery County Commission, acting in its capacity as Chairman thereof on this date.

SUBSCRIBED AND SWORN to before me on this the ____ of _____, 2013.

Notary Public

My Commission expires: _____

DAS NORTH AMERICA, INC.,
a Michigan corporation

By: _____
As its _____

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared _____, as _____ of DAS North America, Inc., a Michigan corporation, whose name is signed to the foregoing Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, makes oath that he, as such officer and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said corporation on this date.

SUBSCRIBED AND SWORN to before me on this the _____ of _____, 2013.

Notary Public

My Commission expires: _____

EXHIBIT "A"

Legal Description of Project Site

DAS North America

Montgomery, Alabama

February 8, 2013

Estimated Incentives Based on –

Capital Investment: \$36,800,000 (\$25M New and \$11.8M Existing)

Job Creation: 400 Permanent, New Direct Jobs Total, \$15.85/hr. Average Wage

ITEM	TOTAL AMOUNT	CITY/COUNTY
City and County Discretionary Incentive	\$100,000	\$60,000/\$40,000
Land		
- Approx. 30 acres/\$30,000 acre (400 jobs)	\$900,000	\$540,000/\$360,000
- Realtor Commission	\$25,000	\$15,000/\$10,000
Industrial Access Road Grant		
- Access road 1000 feet (approved 2012)	\$457,500	
- IA Grant request June 2013 meeting	\$305,500	
- Road engineering	\$51,500	\$30,900/\$20,600
- Environmental	\$5,000	\$3,000/\$2,000
Community Development Block Grant		
- CDBG funding (request will be made)	\$221,690	
- CDBG required local match	\$45,000	\$27,000/\$18,000
TOTAL	\$2,111,190	\$675,900/\$450,600

SUMMARY

- \$60,000 cash from City to DAS. \$40,000 cash from County to DAS.
- \$540,000 cash paid from City to County for land.
- \$984,690 in grant dollars.
- \$75,900 paid by City to help absorb realtor commission, road engineering, environmental and CDBG local match (60/40 split). County pays \$50,600.
- City is responsible for \$675,900 (\$1,689.75 per job). Excluding cost of land, County is responsible for \$90,600 (\$226.50 per job).
- County is leveraging \$1,660,590.

DAS North America

Montgomery, Alabama

February 8, 2013

Incentives Based on –

Capital Investment: \$36,800,000 (\$25M New and \$11.8M Existing)

Job Creation: 400 Permanent, New Direct Jobs Total, \$15.72/hr. Average Wage

City and County Discretionary Incentive	\$100,000
AIDT – Please see the attached letter	\$1,830,000
State Discretionary Incentive	\$300,000
State Capital Investment Tax Credit (20 years)*	\$25,000,000
Abatement of Sales and Use Tax Estimated Savings Please see the attached estimates	\$1,424,160
State and Local Estimated Property Tax Savings (10 years) Please see the attached estimates	\$1,487,520
Land -- approx. 14 acres/\$45,000 acre (240 jobs)	\$630,000
Land – Additional approx. 16 acres/\$45,000 acre (Additional 160 jobs)	\$720,000
Industrial Access Road For access road to current 14 acre	\$457,500
Site Preparation	\$150,000
TOTAL	\$32,099,180

*The average wage of all new employees at the project must meet: \$15.85 per hour, indexed annually as provided in Section 25-5-68, Code of Alabama 1975.

The parties must confirm their respective obligations by the execution of a written project agreement setting out the terms and conditions unique to the project as well as those customary for an undertaking of this nature. The customary obligation will include a defined employment ramp-up period with cash reimbursement schedule, a maintenance period, and appropriate clawbacks for nonperformance. This offer will be good for 120 days.



MONTGOMERY COUNTY COMMISSION

ELTON N. DEAN, SR., CHAIRMAN
DANIEL HARRIS, JR., VICE CHAIRMAN
REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

Agenda

APR 15 2013

April 15, 2013

Superintendent Barbara Thompson
Montgomery Public Schools
P.O. Box 1991
Montgomery, AL 36102-1991

Dear Superintendent Thompson,

Per your request, please accept this letter as confirmation that you and I, along with District Five County Commissioner Reed Ingram and County Administrator Donnie Mims met on March 28, 2013, to discuss budgetary matters between the Montgomery County Commission and Montgomery Public Schools.

During this meeting, you requested that in 2015, the Commission once again start providing Montgomery Public Schools with the funds it has withheld for payment of MPS Debt Service for the last several years. This would add approximately \$1,000,080.00 per year for public schools. The net amount (tax collections less cost of collection) of the one-cent sales tax collections for the year ending September 30, 2012, was \$25,999,521.41. The County Commission agrees that this amount, if collected, will be provided directly for public schools for future years, beginning October 1, 2015.

It is my belief that the Commission will look favorably upon this request. If you have any further questions, please call me at 334-850-2241.

Warmest regards,

Elton N. Dean, Sr.
Chairman

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, May 6, 2013, at 8:00 in the morning.



Administrator



Chairman