

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

FEBRUARY 22, 2010

INFORMATION SESSION

Chairman Dean called the Meeting to Order at 8:00 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.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees.

Administrator Mims informed the Commission that a Special Call Meeting of the Emergency Management Communications District Board would be held following the Formal Session to approve a Bid Award and a Budget Change Request.

Administrator Mims reviewed items on the agenda.

DISCUSSION BY THE COMMISSION

Vice Chairman Ingram requested a \$500 miscellaneous appropriation from his account to City of Montgomery, to be used by BONDS to Support Knollwood Neighborhood Association and a \$500 miscellaneous appropriation from his account to City of Montgomery, to be used by BONDS to Support Freeport Estates Homeowners Association, for Community Enhancement and Beautification Programs/Projects.

Vice Chairman Ingram requested a \$300 miscellaneous appropriation to Shepherd's Ministries, Inc., for The Shepherd's Food Bank Program from his account.

Vice Chairman Ingram requested a \$500 miscellaneous appropriation to Waugh-Mt. Meigs Volunteer Fire Protection Authority, for General Operations, from his account

Chairman Dean requested a \$500 miscellaneous appropriation to Montgomery Sunrise Foundation, Inc., for Grants Program, from his account.

Commissioner Polizos requested a \$3,000 miscellaneous appropriation to Montgomery County Recreation Department, for Blue-Gray National Collegiate Tennis Classic, Inc., for Economic and Tourism Development, from his account. Chairman Dean and Vice Chairman Ingram

requested a \$500 miscellaneous appropriation and Commissioner Wilson requested a \$1,000 miscellaneous appropriation for the same purpose from each of their accounts.

Chairman Dean requested a \$750 miscellaneous appropriation to Carver High School, for the Baseball Program from his account.

Commissioner Williams requested a \$500 miscellaneous appropriation to Carver Elementary School, for Principal's Discretionary Fund from his account.

The Commission requested a \$5,000 budget change to the Alabama Cattlemen's Association to provide funding for the Cattle Show during the rodeo at the Southeastern Livestock Expo.

The Commission agreed to waive rules and add these items to the agenda.

PRESENTATION BY KEN UPCHURCH WITH T.C.U. CONSULTING SERVICES, LLC

Ken Upchurch with T.C.U. Consulting Services, LLC updated the Commission regarding building projects.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims informed the Commission that Eddie Rogers, County Road Equipment Operator III with Montgomery County Engineering Department who has 31 years of service, has submitted a Notice of Application for Retirement Allowance and that Hortense Christburg, Corrections Officer Lieutenant with Montgomery County Detention Facility, has submitted a Notice of Application for State Retirement Drop Program.

Administrator Mims presented the Facilities Master Plan Recommendations and 2007-2010 Strategic Plan for the Montgomery City-County Public Library as provided by City-County Public Library Director Jaunita Owes.

Administrator Mims also presented the Montgomery Public Schools Facility Plan Monthly Report #38 for the Month of January 2010 from T.C.U. Consulting Services, LLC.

Administrator Mims presented Budget Change Request Number 16 from County Commission Appropriations which provides funding the County's one-third share of the purchase price of the One Millionth Hyundai Sonata purchased for economic development promotional purposes. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Stipulation and Agreement of Settlement and Compromise regarding Town of Pike Road, City of Montgomery and Montgomery County Commission. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims presented Change Order Number One with Liberty Design and Construction Co., Inc., regarding Snowdown Park. He informed the Commission that he and

County Attorney Thomas T. Gallion, III met with representatives of Liberty Design. After discussion, the Commission agreed to hold this item.

PRESENTATION BY DISTRICT ATTORNEY ELLEN BROOKS

District Attorney Ellen Brooks requested approval to fill two critical positions in the District Attorney's Office, a Legal Support Assistant and an Administrative Secretary. Ms. Brooks stated that both positions are in the current budget and the positions would be filled by internal promotions. After discussion, the Commission agreed to place these items on the next agenda.

Ms. Brooks informed the Commission that Steve Searcy has been hired as Director for the One Place Family Justice Center and that she would move forward in drafting a Memorandum of Understanding with the County Commission regarding the center. Ms. Brooks requested that Commissioner Polizos and Administrator Mims attend the upcoming International Family Justice Center Conference. The Commission agreed.

Chairman Dean stated that Steve Searcy was an excellent choice for the Director's position.

DISCUSSION BY THE COMMISSION

Chairman Dean inquired as to whether the Administration was still monitoring employee overtime. Deputy Administrator Mitchell responded that most employees do not receive paid overtime, but they do receive compensatory time.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding an Agreement concerning funding from the Alabama Department of Forensic Sciences. Administrator Mims stated that the \$250,000 allocated in this year's state general fund budget for the transportation of bodies for the purpose of conducting autopsy, will be distributed to county commissions to help defray any expenses incurred this budget year. He indicated that Montgomery County's reimbursement will be a small amount because a forensic lab is located in Montgomery. After discussion, the Commission agreed to place this Agreement on the next agenda.

Administrator Mims presented a letter from Pine Level Water Authority President Tommy O. Sikes regarding the resignation of Terry Stone and requesting appointment of Newton Rials to the Board of Directors of Pine Level Water Authority. After discussion, the Commission agreed to place this board appointment on the next agenda.

COMMENTS FROM DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell requested approval of a position fill request for Mail/Supply Room Clerk. After discussion, the Commission agreed to place this item on the next agenda.

DISCUSSION BY THE COMMISSION

Chairman Dean stated that the Commission will review the first six months of the 2010 budget in April to see how the year is shaping up financially. He noted that he had not seen a lot of attrition.

PRESENTATION BY ROBERT E. L. GILPIN WITH KAUFMAN GILPIN MCKENZIE THOMAS WEISS, PC

Robert E. L. Gilpin with Kaufman Gilpin McKenzie Thomas Weiss, PC briefed the Commission regarding reserving the use of the County's Recovery Zone Allocations and requested the Commission approve a letter to the State of Alabama Development Office regarding this matter. He also requested the Commission adopt a Resolution designating a Recovery Zone for purposes of the American Recovery and Reinvestment Act of 2009 and to adopt a Resolution regarding Allocation of a Recovery Zone Facility Bonds for purposes of the American Recovery and Reinvestment Act of 2009. Mr. Gilpin stated that there would be no cost to the county. After discussion, the Commission agreed to waive rules and add these items to the agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE C. SPEAKE

County Engineer George C. Speake discussed Budget Change Requests Numbers 4 and 5, for the purchase of a wheeled excavator and for the purchase of two rotary cutters. After discussion, the Commission agreed to waive rules and add these two budget change requests to the agenda.

Commissioner Williams introduced Ms. Queenie Vinson who discussed sanitary sewer, drainage, and road problems along the county portion of Motley Drive. Mr. Speake advised that he would meet with Ms. Vincent on site to look at the problems and determine what assistance the County could provide concerning the drainage and road problems; however, the sanitary sewer would be responsibility of the Montgomery Water Works and Sanitary Sewer Board.

Chairman Dean stated that he had received a call from a resident on Washington Ferry Road. Mr. Speake stated that the road is now part of the City, due to the No Man's Land Agreement that was signed last year.

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 Commissioner Wilson.

The Pledge of Allegiance was led by Chairman Dean.

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

Vice Chairman Ingram made a motion to approve the Minutes of the Regular Meeting of February 8, 2010. The motion was seconded by Mr. Williams and unanimously approved by the Commission.

CONSENT AGENDA

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

Mr. Williams made a motion to approve the Accounts Payable and Payroll Checks, as presented by the Administrator. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 5, are attached to these Minutes.)

NEW BUSINESS

INFORMATION SYSTEMS – ADOPTED RESOLUTION REGARDING EMAIL ARCHIVING AND RELATED EMAIL/INTERNET ACTIVITY

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr., requesting adoption of resolution regarding Email Archiving and Related Email/Internet Activity:

February 3, 2010

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Email and Internet Retention Resolution

Lou Ialacci, Information Systems Director, has submitted a resolution regarding email and internet record retention. This resolution will allow the Information Systems department to implement a special email archiving software that meets the Code of Alabama criteria.

I ask the Commission to review this future agenda item at the next meeting on February 8, 2010.

Attachment

End of Memorandum

Mr. Polizos made a motion to adopt the resolution that will formalize the Email and Internet Policy. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Memoranda, Attorney Gallion's Opinion, Resolution, Guidelines for Managing Email Records, Email/Internet Access Policy and Information Packet, Agenda Pages 1-2 through 1-12, are attached to these Minutes.)

MONTGOMERY COMMUNITY ACTION AGENCY – APPROVED BOARD APPOINTMENT

The Administrator presented a letter from Chief Executive Officer of Montgomery Community Action Agency Tom Gardner, Jr., requesting approval of Board Member Appointment of Melanie Bicatel-Wilson to serve the remainder of Dr. Alford's term expiring November 13, 2012.

Mr. Williams made a motion to approve board member appointment of Melanie Bicatel-Wilson to serve the remainder of Dr. Alford's term expiring November 13, 2012. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copies of Letters, Board Members' Appointment Page, and Email, Agenda Pages 2-1 through 2-4, are attached to these Minutes.)

MONTGOMERY COUNTY COMMUNITY PUNISHMENT AND CORRECTION AUTHORITY – TABLED ACTION ON CONSIDERATION FOR APPROVAL OF BOARD APPOINTMENT

The Administrator presented the following memorandum requesting approval of Board Member Appointment for Montgomery County Community Punishment and Correction Authority:

February 18, 2010

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Montgomery County Community Punishment & Correction Authority Board Appointment

On December 1, 2009, the term of Robert Porterfield, Jr. expired as a board member of the Montgomery County Community Punishment & Correction Authority. The County Commission, during its meeting on February 8, 2010, agreed to consider the reappointment of Mr. Porterfield to this board. During the discussion, other candidates were also considered for the appointment.

I am requesting that the Commission make an appointment to this authority, whose term will expire December 1, 2012.

End of Memorandum

Mr. Polizos made a motion to table action on consideration for approval of Board Appointment for Montgomery County Community Punishment and Correction Authority. The motion was seconded by Vice Chairman Ingram. Vice Chairman Ingram, Mr. Polizos and Mr. Wilson voted in favor of the motion. Chairman Dean and Mr. Williams opposed and the motion carried. (Copy of Board Members' Appointment Page, Agenda Page 3-2, is attached to these Minutes.)

MONTGOMERY CITY-COUNTY PUBLIC LIBRARY – APPROVED LEASE AGREEMENT WITH HAMPSTEAD OFFICE, LLC, REGARDING HAMPSTEAD BRANCH LIBRARY

The Administrator presented a letter from Montgomery City-County Public Library Director Jaunita Owes requesting approval of Lease Agreement with Hampstead Office, LLC, regarding Hampstead Branch Library.

The Administrator informed the Commission that funding the first and second fiscal year will be at no cost to the County as per Library Director Jaunita Owes.

Mr. Williams made a motion to approve the Lease Agreement. The motion was seconded by Mr. Polizos. Chairman Dean, Vice Chairman Ingram, Mr. Polizos and Mr. Williams voted in favor of the motion. Mr. Wilson abstained from the vote and the motion carried. (Copies of Letter, Attorney Gallion's Opinion, Email, and Lease Agreement, Agenda Pages 4-1 through 4-26, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT TO MASTER AGREEMENT WITH INGENUITY

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr., requesting approval of Amendment to Master Agreement with Ingenuity:

February 3, 2010

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Ingenuity Master Agreement Amendment

Lou Ialacci, Information Systems Director, has submitted an Agreement Amendment for Ingenuity to continue their contractual services for another thirty months.

I ask the Commission to review this future agenda item at the next meeting on February 8, 2010.

Attachment

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copies of Memorandum and Amendment to Master Agreement, Agenda Pages 5-2 and 5-3, are attached to these Minutes.)

DETENTION FACILITY – APPROVED AMENDMENT NUMBER ONE TO
CONTRACT WITH GOODWYN, MILLS AND CAWOOD, INC., REGARDING THE
INMATE HOUSING COST STUDY

The Administrator requested approval of Amendment Number One to Contract with Goodwyn, Mills and Cawood, Inc., regarding the Inmate Housing Cost Study.

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Williams. Chairman Dean, Mr. Polizos, Mr. Williams and Mr. Wilson voted in favor of the motion. Vice Chairman Ingram abstained from the vote and the motion carried. (Copies of Memorandum and Amendment Number One, Agenda Pages 6-1 through 6-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT NUMBER ONE TO
CONTRACT NUMBER 51100-09C-018 WITH B.A.T.S. SECURITY FOR SECURITY
GUARD SERVICE AT THE PROBATE OFFICES

The Administrator presented the following memorandum from Assistant Director of Support Services Pat Silas requesting approval of Amendment Number One to Contract Number 51100-09C-018 with B.A.T.S. Security:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services

DATE: February 18, 2010

SUBJECT: Amendment No. 1 to Contract No. 51100-09C-018,
Security Guard Service for Probate Offices

On September 28, 2009, the County Commission approved the award of a contract to Michael Montgomery, dba/B.A.T.S. Security for Security Guard Service at the Probate Offices.

Request approval of Amendment No. 1 to Contract No. 51100-09C-018 for a name change on the contract from Michael Montgomery, dba/B.A.T.S. Security to Callen Montgomery, dba/B.A.T.S. Security, LLC, be placed on the agenda for the County Commission meeting on February 22, 2010. (copy of amendment attached)

On January 9, 2010, Michael Montgomery deceased and his spouse has now taken over the business.

The contract price and all other provisions of the contract shall remain the same.

Your approval is appreciated.

Attachment

End of Memorandum

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

RISK MANAGEMENT – APPROVED LONG TERM CARE AGREEMENT WITH BLUE CROSS BLUE SHIELD

The Administrator presented the following memorandum from Risk Manager Scott Kramer requesting approval of Long Term Care Agreement with Blue Cross Blue Shield:

February 16, 2010

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Risk Manager

SUBJECT: Long Term Care Agreement with Blue Cross Blue Shield

I discussed with the County Commission at the last Information Meeting the Long Term Care program for employees administered by Blue Cross Blue Shield. By having a group plan, employees can realize discounts which would not be realized in individual plans.

The County Attorney, Thomas Gallion, has reviewed this agreement. He is of the opinion that the services provided for in this agreement are in the best interests of the Commission. I am requesting that this item be placed on the next agenda for the Commission's consideration of approval.

cc: John A. Mitchell, Sr.

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Group Enrollment Agreement and Attorney Gallion's Opinion, Agenda Pages 8-2 through 8-6, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED COUNTY LEVIES FOR ALCOHOLIC BEVERAGES FOR 2010-2011

The Administrator presented the following Memorandum regarding County Levies for Alcoholic Beverages for Fiscal Year 2010-2011:

ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD

January 22, 2010

MEMORANDUM

TO: ALL WET COUNTY COMMISSIONS

FROM: Diane Sullivan
License Section Supervisor, Enforcement Division

SUBJECT: COUNTY LEVIES FOR ALCOHOLIC BEVERAGES

Sec. 28-3A-4, Code of Alabama, requires the Alcoholic Beverage Control Board to collect all county license levies for all new applications and renewal fees.

Attached is a copy of your 2009-2010 license fees levied during the past fiscal year. In order for us to set up this program for fiscal year 2010-2011, we are asking that you complete the attached form stating all amounts set by your county in column three (3). If your county does not wish to charge a fee for a particular type license, please indicate by filling in that space with a zero.

Limitations of the maximum amount of county fees for the following ten (10) particular types of license have been set.

TYPE	MAXIMUM COUNTY FEE
Retail Beer (On or Off Premises)	\$ 75.00
Retail Beer (Off Premises Only)	50.00
Retail Table Wine (On or Off Premises)	75.00
Retail Table Wine (Off Premises Only)	75.00
Wholesale Beer Only	275.00
Wholesale Table Wine Only	275.00
Wholesale Table Wine & Beer Combined	375.00
Additional Warehouse Wine or Beer or Both	100.00
Importer	250.00
Brewpub	500.00

We are requesting that you supply us with this information no later than March 1, 2010. This form must be signed by an authorized county official. Please return your completed form to the attention of the LICENSE SECTION, ENFORCEMENT DIVISION at the address below.

If you have any questions or require assistance, please do not hesitate to contact our office by calling me at 334-213-6313 or email diane.sullivan@abc.alabama.gov.

End of Memorandum

The following proposed County License Levies were presented by the Administrator to the Commission:

TYPE	MAXIMUM COUNTY FEE
010 Lounge Retail Liquor - Class I	\$ 300.00
011 Lounge Retail Liquor - Class II (Package)	300.00
020 Restaurant Retail Liquor	300.00
031 Club Liquor - Class I	500.00
032 Club Liquor - Class II	750.00
040 Retail Beer (On or Off Premises)	75.00
050 Retail Beer (Off Premises Only)	50.00
060 Retail Table Wine (On or Off Premises)	75.00
070 Retail Table Wine (Off Premises Only)	75.00
080 Liquor Wholesale	500.00
090 Wholesale Beer Only	275.00
100 Wholesale Table Wine Only - 14.9% or Less	275.00
110 Wholesale Table Wine & Beer Combined	375.00
120 Warehouse License	200.00
130 Additional Warehouse - Wine, Beer or Both	100.00
140 Special Events Retail	150.00
150 Special Retail License - 30 Days or Less	100.00
160 Special Retail - More Than 30 Days	250.00
170 Retail Common Carrier	150.00

200	Manufacturer	275.00
210	Importer	250.00
220	Brewpub	500.00
230	International Motor Speedway	300.00

The Administrator informed the Commission that the proposed County License Levies are the same as last year with no increases.

Vice Chairman Ingram made a motion that the County License Levies, proposed above, be approved for 2010-2011, and that the Administrator be authorized to submit the levies to the Alcoholic Beverage Control Board. The motion was seconded by Chairman Dean. Chairman Dean, Vice Chairman Ingram, Mr. Polizos and Mr. Wilson voted in favor of the motion. Mr. Williams abstained from the vote and the motion carried.

PARKS AND RECREATION – APPROVED INCREASE IN RENTAL FEE AT
FLATWOOD COMMUNITY CENTER FROM \$50.00 TO \$75.00

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr., requesting approval of increase in rental fee at Flatwood Community Center from \$50.00 to \$75.00:

February 18, 2010

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Parks and Recreation Board Recommendation to
Montgomery County Commission

The Parks and Recreation Board took the following action on October 8, 2009: Approved Recommendation to the Montgomery County Commission to increase the rental fee at Flatwood Community Center from \$50.00 to \$75.00.

James Williams presented this recommendation to the County Commission during the working session on February 8, 2010. The Commission had no objections to the Parks and Recreation Board recommendation. I ask the Commission to approve this item at the next meeting on February 22, 2010.

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.

PARKS AND RECREATION – APPROVED RESERVATIONS FOR USE OF PAVILION AT SNOWDOWN PARK

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr., requesting approval of reservations for use of Pavilion at Snowdown Park:
February 18, 2010

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Parks and Recreation Board Recommendation to
Montgomery County Commission

The Parks and Recreation Board took the following action on November 4, 2009: Approved recommendation to County Commission for a County employee to take reservations for use of the pavilion at Snowdown Park and that Dr. Pirtle or a designated community member will hang reservation signs on-site.

James Williams presented this recommendation for approval to the County Commission during the working session on February 8, 2010. The Commission had no objections to the recommendation. I ask the Commission to approve this item at the next Commission meeting on February 22, 2010.

End of Memorandum

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

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS REPROGRAMMING REQUESTS

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

February 22, 2010

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-2010-55: Montgomery County Recreation Department for, Freedom Forums, Inc., for the Annual 5th Grade Field Trip for Montgomery County Schools - \$1,500
- C-2010-56: Montgomery County Recreation Department, Tukabatchee Area Council, Boy Scouts of America, for Underprivileged Youth Programs (c/o Lamar Dykes) - \$250
- NC-2010-65: Montgomery City-County Public Library's Friends of the Library, for Rosa Parks Library - \$1,000
- NC-2010-66: Alabama Cooperative Extension System, for the 4H Cow Show - \$500
- NOTE: NC-2010-58: BOE, Dunbar-Ramer School, Baseball Program - \$500; (Ingram) The Appropriation Should Have Been for Basketball Program Instead of Baseball Program.

End of Memorandum

During the County Commission Meeting this date, Chairman Dean requested that the following Miscellaneous Appropriations Reprogramming Requests be added and his fellow Commissioners concurred:

- C-2010-57: Montgomery Sunrise Foundation, Inc., for Grants Program - \$500
- C-2010-58: Montgomery County Recreation Department, for Blue-Gray National Collegiate Tennis Classic, Inc., for Economic and Tourism Development - \$5,000
- C-2010-59: Shepherd's Ministries, Inc., for The Shepherd's Food Bank Program - \$300
- NC-2010-67: City of Montgomery, to be used by BONDS to Support Knollwood Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$500
- NC-2010-68: City of Montgomery, to be used by BONDS to Support Freeport Estates Homeowners Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$500

NC-2010-69: Waugh-Mt. Meigs Volunteer Fire Protection Authority, for General Operations - \$500

NC-2010-70: BOE, Carver High School, for the Baseball Program - \$750

NC-2010-71: BOE, Carver Elementary School, for Principal's Discretionary Fund - \$500

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

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 14

The Administrator presented Budget Change Request Number 14, County Commission Appropriations.

Vice Chairman Ingram made a motion to approve the budget change request. The motion was seconded by Mr. Wilson. Chairman Dean, Vice Chairman Ingram, Mr. Williams and Mr. Wilson voted in favor of the motion. Mr. Polizos objected and the motion carried. (Copy of Budget Change Request Number 14, Agenda Page 13-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 15

The Administrator presented Budget Change Request Number 15, County Commission Appropriations.

Vice Chairman Ingram made a motion to approve the budget change request. The motion was seconded by Mr. Wilson. Chairman Dean, Vice Chairman Ingram, Mr. Williams and Mr. Wilson voted in favor of the motion. Mr. Polizos opted not to vote and the motion carried. (Copy of Budget Change Request Number 15, Agenda Page 14-1, is attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED CERTIFICATE OF SERVICE FOR STELLA HENLEY, PERSONAL PROPERTY AUDITOR, RECOGNIZING 31 YEARS OF SERVICE

The Administrator requested approval of Certificate of Service for Stella Henley, Personal Property Auditor, recognizing 31 years of service.

Mr. Williams made a motion to approve the Certificate of Service. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copy of Certificate of Service, Agenda Page 15-1, is attached to these Minutes.)

Vice Chairman Ingram presented the Certificate of Service to Ms. Stella Henley. He told the audience that Ms. Henley is a dear friend of his and that she is like family. He expressed to Ms. Henley that he was sad she was leaving and thanked her for all that she has done for the County.

Ms. Henley stated it has been a pleasure and blessing to her and her family to work for the County. She expressed that she will miss the people that she worked with and thanked the Commission for showing their appreciation.

SUPPORT SERVICES – APPROVED POSITION FILL REQUEST FOR PAINTER 1

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr., requesting approval of position fill request for Painter 1:

February 18, 2010

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Painter I Position Fill Request

Paul St. John, Director of Support Services, has submitted a position fill request for a Painter I. This vacancy was created by the resignation of a Painter I. This position is already a budgeted and funded position. Mr. St. John would like to abolish a Service Maintenance Worker III position and fill this slot with a Painter I. The annual difference in salary will be \$3,069.00

This item was discussed with the Commission during the Information Session on February 8, 2010. I ask that this be placed on the agenda for February 22, 2010.

Attachment

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Memorandum and Position Fill Request, Agenda Pages 16-2 and 16-3, are attached to these Minutes.)

YOUTH FACILITY – APPROVED POSITION FILL REQUEST FOR COOK

The Administrator presented the following memorandum from Juvenile Court Administrator Bruce R. Howell requesting approval of position fill request for Cook:

MEMORANDUM

To: Mr. Donnie Mims

From: Bruce R. Howell, Court Administrator

Date: February 10, 2010

Re: Replacement Cook

I am requesting that the Form 10 to move a relief cook to a full-time cook be placed on the agenda for the next County Commission meeting. The employee's salary will not change, but will remain at Step 1.

Thank you for your consideration.

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 17-2, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (8)

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

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. County Commission	Request Numbers 10, 11, and 12
2. Information Systems	Request Numbers 4 and 5
3. Youth Facility	Request Number 5
4. Finance Department	Request Number 4
5. Risk Management	Request Number 7

Mr. Williams made a motion to approve the travel/training requests. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 18-1 and 18-8, are attached to these Minutes.)

WAIVED AGENDA RULES

Chairman Dean requested that the following items be added to the agenda and his fellow Commissioners concurred:

ENGINEERING DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBERS 4 AND 5

The Administrator presented Budget Change Request Numbers 4 and 5, Engineering Department.

Vice Chairman Ingram made a motion to approve the budget change requests. The motion was seconded by Mr. Wilson and unanimously approved by the Commission. (Copies of Budget Change Request Numbers 4 and 5, Agenda Pages 19-1 and 19-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED STIPULATION AND AGREEMENT OF SETTLEMENT AND COMPROMISE REGARDING TOWN OF PIKE ROAD, CITY OF MONTGOMERY AND MONTGOMERY COUNTY COMMISSION

The Administrator requested approval of Stipulation and Agreement of Settlement and Compromise regarding Town of Pike Road, City of Montgomery and Montgomery County Commission.

Mr. Polizos made a motion to approve the Stipulation and Agreement of Settlement and Compromise. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copy of Stipulation and Agreement of Settlement and Compromise, Agenda Pages 20-1 through 20-48, is attached to these Minutes.)

OMNIBUS VOTE

Vice Chairman Ingram requested for the Commission to omnibus the following three items and the Commission concurred. Mr. Williams made a motion to approve the three agenda items. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

COUNTY COMMISSION – ADOPTED RESOLUTION DESIGNATING A RECOVERY ZONE FOR PURPOSES OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

The Administrator requested adoption of resolution designating a Recovery Zone for purposes of the American Recovery and Reinvestment Act of 2009.

As approved in the Omnibus Vote, Mr. Williams made the motion to adopt the resolution designating a recovery zone for purposes of the American Recovery and Reinvestment Act of 2009. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Memorandum and Resolution, Agenda Pages 21-1 through 21-5, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION REGARDING ALLOCATION OF A RECOVERY ZONE FACILITY BONDS FOR PURPOSES OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

The Administrator requested adoption of resolution regarding allocation of a Recovery Zone Facility Bonds for purposes of the American Recovery and Reinvestment Act of 2009.

As approved in the Omnibus Vote, Mr. Williams made the motion to adopt the resolution regarding allocation of a Recovery Zone Facility Bonds for purposes of the American Recovery and Reinvestment Act of 2009. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Memorandum and Resolution, Agenda Pages 22-1 through 22-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED LETTER TO STATE OF ALABAMA RESERVING THE USE OF THE COUNTY’S RECOVERY ZONE ALLOCATIONS

The Administrator requested approval of letter to State of Alabama reserving the use of the County’s Recovery Zone Allocations.

As approved in the Omnibus Vote, Mr. Williams made the motion to issue a letter to State of Alabama reserving the use of the County’s Recovery Zone Allocations. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Memorandum, Letters, and Notice of Intent, Agenda Pages 23-1 through 23-20, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 17

The Administrator presented Budget Change Request Number 17, County Commission Appropriations.

Vice Chairman Ingram made a motion to approve the budget change request. The motion was seconded by Mr. Williams. Chairman Dean, Vice Chairman Ingram, Mr. Polizos and Mr. Williams voted in favor of the motion. Mr. Wilson abstained from the vote and the motion carried. (Copy of Budget Change Request Number 17, Agenda Page 24-1, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Attorney Tyrone C. Means said good morning to the audience.

Mr. Thomas McPherson, President of Montgomery City-County Public Library Board of Trustees, expressed his appreciation for the Commission’s approval of the Hampstead Library Agreement. He stated that the Board will continue to communicate with the Commission regarding the Library.

Vice Chairman Ingram thanked Ms. Henley again for her dedication to her job with the County and wished her the best in the next part of her journey. He stated that it was nice to see former Commissioner Lynn Gowan in the audience. He apologized to the ladies for not distributing roses this year on Valentine's Day, because of the bad weather.

Commissioner Williams welcomed the audience and stated it was good to see former Commissioner Lynn Gowan.

Commissioner Polizos told the audience "good morning", and that it was nice to see a crowd of smiling faces. He told Ms. Henley that he was proud of her and wished her the best. He stated that it was nice to see former Revenue Commissioner Sarah Spear and former Commissioner Lynn Gowan. He thanked the department heads and staff for all their hard work.

Chairman Dean commented about the revenue being down for the year, and that he was proud of the citizens of Montgomery for what they do. He stated that Montgomery County has top notch professionals who are finding some ways to make it better and are ready to help. He also told Ms. Henley that she is only a phone call away and wished her the best.

Vice Chairman Ingram thanked Sheriff D.T. Marshal and his staff, County Administrator Mims, Deputy Administrator Mitchell and the Engineering Department for all their help during the recent snow storm. He also thanked the Volunteer Fire Departments and informed the audience that there was only one reported accident during the storm.

Commissioner Wilson told Ms. Henley that he appreciated her service to the County. He thanked Mr. McPherson for his part in the Hampstead Library Agreement. He also thanked Mr. Jimmy Smitherman of the Alabama Cooperative Extension Service for his work with the 4H Show and Livestock Show, stating he is a cowboy at heart and lawyer by profession. He told former Revenue Commissioner Sarah Spear that it was good to see her.

RECESS TO SPECIAL CALL MEETING OF THE EMERGENCY MANAGEMENT COMMUNICATIONS DISTRICT BOARD

Chairman Dean recessed the Formal Session to a Special Call Meeting of the Emergency Management Communications District Board.

RECESS TO INFORMATION SESSION

Chairman Dean adjourned the Special Call Meeting of the Emergency Management Communications District Board to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF, AND COMMISSIONERS

PRESENTATION BY DIRECTOR OF CANCER WELLNESS CENTER SUSAN BRIDGES
AND BOARD MEMBER SARAH SPEAR

Director of Cancer Wellness Center Susan Bridge and Board Member Sarah Spear briefed the Commission regarding the Cancer Wellness Center and requested funding for the program.

PRESENTATION BY CASSANDRA CROSBY AND RON DRINKARD WITH CROSBY
DRINKARD GROUP, LLC

Cassandra Crosby and Ron Drinkard with Crosby Drinkard Group, LLC, updated the Commission regarding the legislative agenda. Mr. Drinkard stated that the Delegation meeting would be held February 23, 2010.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS DIDI HENRY AND RISK
MANAGER SCOTT KRAMER

Manager of Public Affairs DiDi Henry stated that she asked Risk Manager Scott Kramer to join her in a Power Point presentation of the County's proposed National County Government Week activities, because this year's theme is "Healthy Counties". Activities proposed to the Commission included an Employee Health Fair on April 1st; a public health fair for senior citizens of Waugh, through the County's Parks & Recreation Department on April 10th; and the kick off of the Walk A County Mile program, with a date yet to be determined. Mrs. Henry also noted that James Williams, Parks & Recreation Supervisor, is working with Jennifer Anderson to plan a cooking demonstration for the senior citizens at Flatwood Community Center, as part of the ACHIEVE program. Ms. Henry requested that the Commission allow her to work with Pat Silas in sending out bids for the annual Employee Appreciation Luncheon, tentatively scheduled for April 8th, of which they approved. The event, scheduled as part of the week's activities, will recognize those employees with 10, 20 and 30 years of service to the County and the 2nd annual "Faces of Montgomery County" Awards.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented the Montgomery City-County Public Library Monthly Statistical Report for October 2009.

DISCUSSION BY THE COMMISSION

Vice Chairman Ingram asked the Administration to present a job description for Revenue Compliance Officer at the next meeting.

ADJOURNMENT

Commissioner Polizos made a motion to adjourn the meeting of the Montgomery County Commission on February 22, 2010, at 11:02 a.m. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission.

02-22-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 02-05-10

Check Number	To	Check Number
205685		205685
Total Checks Paid		\$5,000.00

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

02-22-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 02-10-10

Check Number	To	Check Number
205686		205688
Total Checks Paid		\$3,000.00

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

02-22-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 02-19-10

Check Number	To	Check Number
205689		205825
Total Checks Paid		\$1,234,390.34

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

02-22-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 02-19-10

Check Number	To	Check Number
205826		205944
Total Checks Paid		\$425,034.81

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

FEB 22 2010

02/22/10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

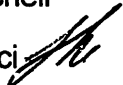
CHECKS ARE DATED
02/12/10

Payroll Check Number	101933	To	Payroll Check Number	102107	\$ 131,345.22
Direct Deposits					\$ 789,135.36
Payroll Check Number	102108	To	Payroll Check Number	102140	\$ 275,911.43
Direct Deposits					\$ 330,608.86
Federal Deposits					\$ 316,067.62
Total Payroll Paid					\$ 1,843,068.49

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

Memo

To: John Mitchell

From: Lou Ialacci 

Cc:

Date: February 1, 2010

RE: Email and Internet Retention Resolution

There are four documents attached to this memo to assist the County Commission in establishing and passing a resolution concerning the responsibility for the retention of county employees' email. The resolution will allow the Information Systems department to implement a special email archiving software that meets the Code of Alabama.

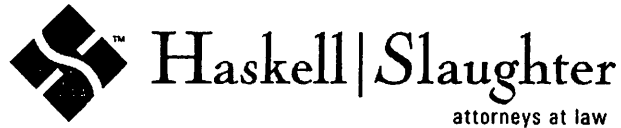
The first document is the current county "E-mail and Internet Policy" which includes the E-Mail and internet Policy Employee Statement of Understanding that every new employee must read and sign.

The second document is the State Informational Leaflet (January 2004) titled "Public Officials: Your Records Responsibility and the Law". It provides the Code of Alabama germane to email and public records.

The third document was developed by a committee of people that understand the email system and the reporting requirements. Larry Kennedy from the IS department worked with Scott Kramer, Lyn Frazer, and Samantha Stephenson to develop "Guidelines for Managing Email Records". This was created to assist the Commission and county employees to understand and work with the email management software.

The last document is a draft of a resolution for the Commission to review and approve. This resolution will provide a consistent message to all who use the county email system that it is the individual's responsibility for proper management of their email records.

TTG
C: Lou Ialacci
file



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
February 10, 2010

TO: Donnie Mims
FROM: Tommy Gallion
RE: Email and Internet Retention Resolution

I have reviewed your February 9, 2010 memorandum, Lou Ialacci's February 1, 2010 memorandum to John Mitchell and the attachments thereto. You have asked for my opinion on the Resolution prepared by Lou Ialacci and it is fine in that adopts the Guidelines for Managing Email Records and reaffirms the Electronic Email/Internet Access Policy.

It is my legal opinion that this item is ready to be presented to the Commissioners for their approval.

50051-317
3419307_1

2010 FEB 10 PM 1:43

Montgomery County Commission Resolution

Regarding

Email Archiving and related Email/Internet Activity

Montgomery County Commission hereby adopts the records retention guidelines for county offices provided by state law and formulated by the Local Government Records Commission and acknowledges that these guidelines apply equally to electronic records, including email messages and attachments.

The Montgomery County Commission adopts the attached Guidelines for Managing Email Records and reaffirms the Electronic Email/Internet Access Policy, adopted January 24, 2000, as contained in the County Policy and Procedure Manual.

The responsibility for the proper management of an email record lies entirely with the county employee who creates it, once he/she has signed the Electronic Email/Internet Access Policy.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 22th day of February, 2010.

BY: _____
Chairman

ATTEST: _____
County Administrator

GUIDELINES FOR MANAGING EMAIL RECORDS

IN MONTGOMERY COUNTY OFFICES

Many county employees do not realize that email messages can be public records. The Montgomery County Information Systems Department has recently updated its software to manage email records to meet the requirements of state and federal law. The following guidelines were created to assist you in understanding and working with the county's email management software.

- **When is an email message a public record?** Alabama law states that any document is a public record if it is created by a government employee using government equipment in the course of conducting public business. Whether a document was created electronically as an email message or as a word processing document that is mailed makes no difference from the standpoint of our county offices' legal responsibilities for it. Email messages that meet the characteristics of a public record must be retained for as long as the same record in paper format would be.
- **How long must email records be retained?** The required retention for routine correspondence, the category under which most email records fall, is three years. In order to relieve county employees of the responsibility of deciding which messages must be retained and when they should be deleted, the county email software will automatically save all messages created in the email system and then delete them from the system at the proper time, after the retention period has expired.
- **What is the appropriate use of the county email system under the new software?** When county employees are hired, they are given an email policy that states that the county email system is for business use only. This policy continues to apply under the new software. County email should not be used for personal correspondence, forwarding of videos, sharing of chain letters and photos, or any other purpose not related to an employee's job. The difference under the updated software is that all emails sent or received by an employee will be retained in the system.
- **What is a county employee's right to privacy under the county email system?** County employees should understand that they have no right to privacy under the county email system. Email messages that are classified as routine correspondence are not confidential and may be viewed by the public upon request. Your supervisor has the right to view your email folder in the system and to take disciplinary action if the email system is being misused. The entire county email system is subject to discovery requests and subpoenas during litigation.
- **What are the benefits of the new email software to county employees?** The new software makes the retention of email records automatic. Employees no longer have to worry about how to preserve email messages that they may need to refer to in the future. It will no longer be necessary to print out email messages because each employee's messages will be stored in a searchable folder from which information can be easily retrieved.

MONTGOMERY COUNTY COMMISSION

Memorandum

DATE: February 16, 2000

TO: All non retired persons receiving compensation from
Montgomery County

FROM: Donald L. Mims, Administrator ^{DLM}

RE: E-Mail and Internet Policy

CC: File

Attached please find the revised county policy on E-Mail and Internet usage. This policy was unanimously adopted by the County Commission on January 24, 2000. Please read this policy thoroughly as you must sign the attached statement which pertains to this policy.

5-7a Electronic Mail/Internet Access Policy

a. Policy Statement: Montgomery County E-Mail Systems and Internet Services are provided at the County's expense to assist employees in carrying out County government business. Electronic mail and Internet Service are very effective tools to access information and disseminate correspondence to departments, employees, and other business interests. E-Mail is a public record when it is created by a government employee or when it resides on equipment provided by said government, and/or when it documents the activities and business of public employees or officials. Computers, computer files, E-Mail or Internet and software furnished to employees are property of Montgomery County intended for business use. E-mail and Internet use must be based on good commonsense business practices and used only in job related activities during business hours (excluding meal and break periods). Employees should not use a password, access a file, or retrieve any stored communication without authorization. Montgomery County strives to maintain a workplace free of harassment and one which is sensitive to the diversity of all its employees. Therefore, Montgomery County prohibits the use of computers and the E-mail and Internet in ways that are illegal, disruptive, offensive to others or harmful to morale.

b. Acceptable Uses of E-Mail and Internet:

1. To transmit business-related information.
2. To transmit information considered to be public record such as messages, memoranda, calendars, and attachments.

c. Misuses of E-Mail and Internet Include:

1. Any purpose which violates federal, state or local laws.
2. For commercial purposes.
3. Misrepresenting one's identity or affiliation, or using someone else's identity or password.
4. Sending or receiving harassing, intimidating, abusive or offensive material. Such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, the display or transmission of sexually explicit images, messages, and cartoons, any pornographic materials, or anything that may be construed as harassment or showing disrespect for others. In addition, there shall be no use of such services for anything illegal or which could be construed as pornographic or obscene.
5. Intercepting, disrupting, or altering electronic communication packets.
6. Accessing pornographic Internet sites.
7. Causing congestion on the network by such things as chain letters and broadcasting inappropriate messages or lists.

d. E-mail Confidentiality: Essentially, confidentiality of E-mail does not exist. E-mail should always be used with the assumption that a message will be read by someone other than its intended recipient. Users should exercise extreme caution when committing confidential information on the E-mail system because confidentiality of such material cannot be guaranteed.

e. Employee Training: Employees must attend an E-mail class before using the County E-mail system. Training will include signing onto the system, security, identifying E-Mail records, and how to properly handle their own E-Mail. Employees will receive a copy of the County policy on E-Mail and Internet usage and will sign that they have read and understand the terms of the policy and by doing so waive their rights, if any, to privacy.

f. Montgomery County will monitor E-Mail and Internet access time and the types of information being transmitted or accessed on the system to ensure there is no misuse. The use of the County E-Mail system and Internet service is a privilege and must be treated as such by all users of the systems. Validated abuse of these privileges will result in loss of access for the individual committing the abuse. Violation of this policy will result in disciplinary action ranging from a reprimand up to and including termination.

MONTGOMERY COUNTY COMMISSION

E-Mail and Internet Policy Employee Statement of Understanding

I have read and understand the attached E-Mail and Internet Services Policy of Montgomery County, Alabama. I agree to abide by said policy and understand that my usage of these services can and will be monitored. I further understand that these services are provided at taxpayers expense in order that I may better perform my duties as a public servant and waive my right to privacy, if any. I understand that my failure to comply with this policy will result in my loss of such access and will result in disciplinary action ranging from reprimand to termination.

Signature

Printed name

Date _____



INFORMATIONAL LEAFLET

January 2004

PUBLIC OFFICIALS: YOUR RECORDS RESPONSIBILITIES AND THE LAW

This leaflet provides an overview of public officials' records responsibilities, public records laws, and the roles of the State and Local Government Records Commissions and Alabama Department of Archives and History (ADAH) regarding public records. More detailed treatments of specific records-related issues may be found in other ADAH publications, as noted in the text. While Government Records Division staff are prepared to advise on information in this leaflet, state and local officials may also wish to consult the Attorney General's Office, their public officials' organizations, or their agency's legal staff for interpretation of Alabama's public records laws.

Who Are Public Officials?

Anyone who works for any level of state or local government—whether in an elected or hired position—is a public official and responsible for satisfying all records requirements. Under the Code of Alabama 1975, Title 36, Chapter 12, Article 1, the term “public officer or servant” includes public employees of counties and municipalities and all persons occupying positions in state government. Title 36, Chapter 25, adds to the definition anyone “who is paid in whole or in part from state, county, or municipal funds.”

What Are Public Records?

In Section 41-13-1, which affirms public ownership of governmental records and describes the records disposition process, the Code of Alabama defines “public records” as:

All written, typed, or printed books, papers, letters, documents, and maps made or received in pursuance of law by the public officers of the state, counties, municipalities and other subdivisions of government in the transactions of public business.

Although this Code section mentions only paper records, a later section (41-13-40) declares that microforms, “when duly authenticated by the custodian thereof, shall have the same force and effect at law as the original record.” The Code remains silent on other alternative record formats, but Act 458 of the 2001 legislative session authorized the legal recognition of electronic records and signatures if both parties to a transaction agree to their use. The act also stipulates that electronic records,

like records in any other format, are subject to retention and disposition instructions approved by the State and Local Government Records Commissions. As set forth in state and local records disposition authorities (RDAs), those instructions are the same “regardless of the medium on which [the] records may be kept.” Finally, in *Birmingham News v. Mark D. Perry and Alabama Department of Public Safety* (1993), the circuit court for Montgomery County found that “computer tapes themselves are ‘public writings’ and are therefore under the purview of Alabama Code 36-12-40[1991],” the section that establishes public access to most state, county, and municipal records.

What Are the Records Responsibilities of Public Officials?

Records responsibilities derive from state and federal law and regulations, court decisions, Attorney General’s opinions, professional practices, and the administrative need to document decision making. These obligations affect the creation, maintenance, accessibility, and disposition of all public records. An effective system of records administration improves an agency’s overall accountability and helps to ensure that its records will be legally admissible in court.

Public officials are legally obligated to create and maintain records that adequately document the business of their agencies. Government records provide evidence of agency operations, document government and private rights and obligations, and serve as a mechanism of accountability. Therefore, public officials are responsible for ensuring that their records—in whatever storage medium (paper, microfilm, magnetic tape, digital optical disks, or compact disks)—are usable for as long as necessary to satisfy the record-keeping requirements set forth in state or local government RDAs.

The Code of Alabama 1975 contains two chapters that address the general responsibilities of public officials for the care and handling of records they create. Title 36, Chapter 12, and Title 41, Chapter 13, charge public officials to meet the following obligations:

- to create and maintain records that provide full and detailed information regarding the office’s business and activities (Section 36-12-2);
- to protect and preserve records from mutilation, loss, or destruction (Section 36-12-2);
- to transfer to one’s successors in office all current records pertaining to its business affairs or transactions (Section 36-12-4);
- to contact the Alabama Department of Archives and History when records pertaining to the conduct of office business cease to be current (Section 36-12-5);
- to keep the office’s books, records, and accounts, and to make reports, in accordance with procedures and forms prescribed by the Chief Examiner of Public Accounts for audit purposes (Section 41-5-23).

Almost every agency of state or local government has further record-keeping obligations specific to the records it creates. Additional requirements may be set forth in the Code of Alabama, legislative acts, or mandates from state or federal oversight authorities. Besides their general records responsibilities, therefore, public officials must educate themselves to perform these special duties.

More information on a wide variety of records matters is provided by Attorney General's opinions, which provide specific cases of the Attorney General's interpretation of the law. While clarifying the law for public officials, these opinions do not carry the force of law themselves. For opinions on a particular records issue, contact the ADAH Government Records Division or the Office of the Attorney General at (334)242-7300; website www.ago.state.al.us.

Access to Public Records. The primary legislative statement regarding the right to inspect and copy Alabama's public records is contained in the Code of Alabama 1975, Section 36-12-40:

“Every citizen has a right to inspect and take a copy of any public writing in this state, except as otherwise expressly provided by statute.”

Various statutes do exempt certain records from the open records law or restrict access to them, either permanently or for a specified period of years. Examples of restricted records are adoptions, commitments, voter applications, library circulation records, and criminal investigation files. Further limits on public access have been delineated by Alabama court decisions. In 1981, the Supreme Court established a balancing test to determine rights of access: “Courts must balance the interests of citizens in knowing what their public officers are doing . . . against the interests of the general public in having the business of government carried on efficiently and without undue interference” (*Stone v. Consolidated Publishing Company*). Later court decisions and Attorney General's opinions have refined this principle, while tending to uphold “a presumption in favor of public disclosure of public writings” (*Chambers v. Birmingham News*) unless there are compelling reasons not to do so.

“Alabama Public Meetings and Records,” a leaflet prepared by the Alabama Press Association and Attorney General's Office, fully cites and discusses these decisions and opinions. It is available on the press association's website (www.alabamapress.org/Legals/legals_pom.html). An ADAH leaflet, “Providing Access to Government Records,” is designed to assist state and local officials in satisfying procedural requirements concerning public access to records. (See the ADAH website at www.archives.state.al.us/officials/accessflt02.html.)

Who Determines Public Records' Retention Requirements and Disposition Procedures?

Sections 41-13-5 and 41-13-20 through -24 of the Code of Alabama 1975 establish two commissions—the State and Local Government Records Commissions—“charged with the responsibility of determining which [state and local] records shall be permanently preserved because of historical value and which . . . records may be destroyed” after their mandated retention periods expire. ADAH Government Records Division archivists serve as support staff for both commissions. They work with state and local agencies to develop records disposition authorities (RDAs) for the commissions to approve. Under the Code, no state or local government official “shall cause any . . . record to be destroyed or otherwise disposed of without first obtaining the approval” of the State or Local Government Records Commission. Public officials fulfill this legal requirement by consulting the RDA pertaining to their records, contacting the Government Records Division, and following the prescribed records disposition procedure. Currently, state agencies with approved RDAs document records destruction in their annual reports, while local agencies submit a destruction notice (included in their RDA) each time that records are destroyed. State or local government records not covered by an RDA are not legally disposable.

What Are the Penalties for Failing to Comply with Records Responsibilities?

All public officials should be aware of the legal and practical consequences that may occur if they fail to comply with statutory requirements governing the management of public records. Under the Code of Alabama 1975, Section 13A-10-12, tampering with government records is designated as a Class A misdemeanor punishable by up to one year in jail. The section lists three ways in which an official can commit records tampering:

- Knowingly making a false entry in or falsely altering any government record;
- Knowing that s/he lacks the authority to do so, intentionally destroying, mutilating, concealing, removing, or otherwise substantially impairing the verity or availability of a record; or
- Knowing s/he lacks the authority to do so, refusing to deliver a government record after a proper request from a person lawfully entitled to receive it for examination or other purposes.

The law also holds a public official liable for the deliberate destruction of records, or failure to produce records, when investigation, litigation, or audit is imminent. In Sections 36-12-21 through -24, the Code offers a corrective mechanism:

- The official's successor may make a complaint to the judge of the circuit court, or to the judge of the probate court, of the county in which the official resides;
- If a former public official does not deliver the office's records to his or her successor, s/he may be committed to the county jail until the records are delivered;
- A search warrant may be issued to search for and seize records that a public official has unlawfully retained.

Aside from legal penalties, there are sound practical reasons why public officials should make every effort to fulfill their records responsibilities. When an agency fails to maintain appropriate records, destroys them improperly, or simply cannot find them, it may be cited during audit. If its records are not legally admissible, it may lose important court decisions. (See "Legal Admissibility of Public Records" at www.archives.state.al.us/ol_pubs/leg_adm.html). Citizens denied access to public records may take their grievance to the newspapers, subjecting the agency to embarrassing publicity. Officials may waste space and money storing records they no longer need to keep, or investing in expensive new technology as an unnecessary "cure-all." Conversely, effective records management results in more efficient operation of the agency and better public service. (See "Making a Case for a Records Management Program" at www.archives.state.al.us/officials/caserm03.pdf.)

For questions about Alabama's public records laws, or for assistance with developing a records management program, please contact: ADAH Government Records Division, P.O. Box 300100, Montgomery, AL 36130-0100; telephone (334)242-4452; FAX (334)240-3125; e-mail records@archives.state.al.us; website www.archives.state.al.us.

PROGRAMS:

HEAD START
EARLY HEAD START
ENERGY ASSISTANCE
EMERGENCY ASSISTANCE
HOUSING DEVELOPMENT
COMMUNITY FOOD PROJECT
FAMILY GARDENING PROJECT
YOUTH DEVELOPMENT/ENRICHMENT
COMMUNITY OUTREACH
INFORMATION & REFERRAL
ADVOCACY
MALE INVOLVEMENT
FATHERHOOD INITIATIVE
PROJECT AHEAD
SENIOR CITIZEN
ELDERLY FEEDING
CHILD NUTRITION
HOUSING COUNSELING
COMMUNITY COORDINATION

*Copy - Mr. Dean
Thun Memo*

Tom Gardner, Jr.
CHIEF EXECUTIVE OFFICER

January 4, 2010

Agenda

FEB 22 2010

2010 JAN -8 AM 11:14
MONTGOMERY COUNTY
COMMISSIONER

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

Dear Commissioner Dean,

Attached you will find the resignation letter from Dr. John L. Alford, Sr. Dr. Alford has served the Montgomery Community Action Committee, Inc. Board of Directors tirelessly and with a great passion for the residents of Montgomery County.

As you know Dr. Alford's term is from January 2009 through November 2012. I am requesting the appointment of Melanie Bicatel-Wilson to serve the remainder of Dr. Alford's term. Mrs. Bicatel-Wilson appointment will maintain the balance of MCAC Board of Directors during these challenging economic times.

Below you will find Mrs. Bicatel- Wilson's contact information. If you have any additional questions please feel free to contact my office at 263.3474 ext 260.

Sincerely,



Tom Gardner, Jr.
Chief Executive Officer

Melanie Bicatel-Wilson
5730 Wares Ferry Road
Montgomery, AL. 36117
334.395.6760

Dr. John L. Alford
675 G Coveredbridge Parkway
Prattville, AL. 36066
334.467.4628

December 29, 2009

Hersheil Mann, Jr., Board Chairman
Montgomery Community Action Committee, Inc.
1066 Adams Avenue
Montgomery, AL. 36104

Dear Mr. Chairman,

This letter is to notify you I am resigning from my position as Board Member with Montgomery Community Action Committee, Inc. due to personal reasons. My last day will be December 31, 2009.

My experience with MCAC has been very rewarding and I appreciate the time I spent working with the organization and serving the residents of Montgomery County.

I wish Montgomery Community Action Committee, Inc. continued success in their future endeavors.

Sincerely,

A handwritten signature in blue ink, appearing to read "John L. Alford, Sr.", with a stylized flourish at the end.

Dr. John L. Alford, Sr.

Montgomery Community Action Agency

Members:

Term Expires:

Addre Bryant
3706 Menlo Court
Montgomery, AL 36116

11/13/2012

Willie J. Parker
3207 Woodley Road
Montgomery, AL 36116

11/13/2012

John Alford
P.O. Box 10011
Montgomery, AL 36108

11/13/2012

Glenn Crumpton
1906 Beauvoir Lake Drive
Montgomery, AL 36117
(334) 396-7575

11/13/2012

Term: 4 years

Tammy Nix

From: Kimberly Cobb-Ray [kcray@montgomerycommaction.com]
Sent: Thursday, February 04, 2010 3:54 PM
To: Tammy Nix
Subject: Melanie Bicatel-Wilson

Tammy,

Per our conversation here is some back ground on Ms Bicatel-Wilson and her great service to Montgomery Community Action Committee, Inc.

Ms. Bicatel-Wilson is a former Head Start Parent and was an active member of the Head Start Policy Council and Policy Council Chairperson for 3 years. In addition, Ms. Bicatel-Wilson served on the MCAC Board of Directors and served as Treasurer for the Board for 4 years. Ms. Bicatel-Wilson holds a degree in finance from Alabama State University. Her strong knowledge in finance and great understanding of the Agency has allowed her to assist in sustaining the Agency during these hard economic times.

If you need any additional information please feel free to give me a call.

*Kimberly Cobb-Ray
Executive Assistant
Montgomery Community Action Agency
1066 Adams Avenue
Montgomery, AL. 36104
334.263.3474 ext. 260 (office)
334.312.5642 (cell)*

Montgomery County Community Punishment & Correction Authority

Members:

Term Expires:



Robert Porterfield, Jr.
3683 Oak Street
Montgomery, AL 36105
Home: 264-8566 Work: 215-8290

12/1/2009

Rev. Edward J. Nettles, Sr.
3706 Menlo Court
Montgomery, AL 36116
Home: 284-5210 Work: 262-2205

12/1/2010

Daniel Harris
3857 Colline Drive
Montgomery, AL 36106

12/1/2010

Willie Jones
2607 Westwood Drive
Montgomery, AL 36108
Home: 262-1199 Work: 834-2232

12/1/2012

James E. Williams
P.O. Drawer 5130
Montgomery, AL 36103
Home: 834-4746 Work: 263-6621

12/1/2012

Lawson R. Bryan
3000 Bankhead Avenue
Montgomery, AL 36106
Home: 356-3111

12/1/2012

Paul R. Cooper
312 Scott Street
Montgomery, AL 36104
Work: 262-4887

12/1/2012

District Attorney Ellen Brooks
Work: 832-2550

1/17/2011

Sheriff D.T. Marshall
Work: 832-2593

1/20/2011

Sheriff	4 year term
District Attorney	6 year term
All others	3 year term

Montgomery City-County Public Library

Jaunita McClain Owes, Director

file
Copy - Mr. Dean
Thun. Memo

Agenda

FEB 22 2010

Mayor Todd Strange

City Council Members

Charles W. Jinwright - President
Tracy Larkin - Pro Tem
David Michael Burkette
Cornelius Calhoun
Willie Cook
Glen O. Pruitt, Jr.
Martha Roby
Charles W. Smith
Jim Spear



January 5, 2010

Mr. Elton Dean, Chairman
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

Dear Chairman Dean:

The Montgomery City-County Public Library has an outstanding opportunity to expand access to public library services through the development of a new branch library. That new branch is planned for the Hampstead Community in the growing southeast corner of the city.

The enclosed material will explain just how this opportunity has come about and how it will be funded this fiscal year. The Hampstead Development Group are to be commended for their willingness to step forward and assist the Library in meeting one of the goals in its facilities master plan completed in 2007. With the creation of this new branch, the Library will have achieved two of the recommended goals of the plan: (1) the moving of the Pike Road Branch Library, completed in 2008, and (2) the development of a branch in the southeastern end of the city to assist the EL Lowder Regional Library in providing service to the over 85,000 citizens living in that area.

You will notice that local government will invest only \$11,000 this fiscal year in this project, and Mayor Strange has agreed to provide that funding. The Friends of the Library have also provided. an \$11,000 award to help cover the \$22,000 which was necessary to move forward with the project.

While the County is not being asked this year to provide any support to this project, we do request your moral support by the signing of the lease agreement as it is presented.

Should you have any questions, please feel free to contact me.

Sincerely,


Jaunita Owes
Library Director

Enclosures

www.mccpl.lib.al.us

PO Box 1950 • Montgomery, AL 36102-1950 • Phone 334-240-4300 • Fax 334-240-4977



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

T 76

MEMORANDUM

January 4, 2010

TO: Donnie Mims
FROM: Tommy Gallion
RE: Hampstead Library Lease

I have reviewed your December 31, 2009 memorandum, the Developer Proposal between Montgomery City-County Public Library, the Lease Agreement by and between Hampstead Office, LLC and Montgomery City-County Public Library for Unit 107, 5251 Hampstead High Street in Montgomery. The Developer Proposal and the Lease Agreement are in order and are legal and binding upon the parties. I have no changes or suggestions for either document.

I am of the opinion that the services provided for in this lease 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
3382190_1

2010 JAN -5 AM 11:23

4.2

Donald Mims

From: Campbell, Dina [dcampbell@mccpl.lib.al.us]
Sent: Monday, November 30, 2009 9:53 AM
To: Briddell, Michael; Donald Mims; Gary Burton; Jim Earnhardt; Jim Earnhardt; Katie Bell; William Fain; Thomas McPherson
Cc: Owes, Jaunita
Subject: Hampstead Lease
Attachments: Library Hampstead Lease Draft 111709.doc

Good morning.

Please find attached a draft of the Hampstead Library Lease for your review.

Thank you,

Dina Campbell

Secretary/Personnel Clerk
Montgomery City-County Public Library
245 High St., P.O. Box 1950
Montgomery, AL 36102-1950
Phone: 334-240-4300
Fax: 334-240-4977

LEASE AGREEMENT

By and between

HAMPSTEAD OFFICE, LLC

As Landlord

And

MONTGOMERY CITY-COUNTY PUBLIC LIBRARY

As Tenant

HAMPSTEAD COMMUNITY

Montgomery, Alabama

STATE OF ALABAMA
MONTGOMERY COUNTY

LEASE

THIS LEASE AGREEMENT (this "Lease"), made as of the _____ day of _____, 20____, by and between **HAMPSTEAD OFFICE, LLC**, an Alabama limited liability company ("Landlord"), and **MONTGOMERY CITY-COUNTY PUBLIC LIBRARY** ("Tenant").

For and in consideration of the mutual covenants and conditions contained herein, the parties to this Lease agree as follows:

1. **PREMISES:** Landlord does hereby lease to Tenant, and Tenant does hereby take from Landlord, approximately **2,935** rentable square feet having a street address of **Unit 107, 5251 Hampstead High Street, Montgomery, AL 36116** described and/or depicted on Exhibit "A" attached hereto and made a part hereof (the "Premises"), together with the non-exclusive right for Tenant and Tenant's employees, invitees and customers to use for access and parking, as appropriate, the parking areas, driveways, sidewalks and other common areas as made available by Landlord from time to time. The Lease term and the rent under this Lease shall begin on the earlier of Tenant's opening for business in the Premises or upon Landlord's completion the work required of Landlord as described and/or depicted on Exhibit "B", attached hereto and made a part hereof (the "Work"), at a cost not to exceed **\$150,000.00** (the "Construction Allowance"). Landlord will provide Tenant **\$137,850.00** (the "Additional Allowance") towards furniture, fixtures, periodicals and equipment ("FFPE") to be installed by Tenant/Landlord as part of the Leasehold Improvements. Within three (3) days after Landlord delivers to Tenant the Premises in substantially the condition required by the immediately preceding sentence, Tenant shall complete lien free and in accordance with applicable laws and ordinances, the work, if any, described on Exhibit "C" attached hereto and made a part hereof. The date on which the Lease term and rent begin is hereinafter referred to as the "Commencement Date" and, upon request of either party, shall be confirmed in writing.

2. **LEASE TERM:** The initial term of this Lease shall begin on the Commencement Date and shall expire at 11:59 p.m. four (4) years thereafter; provided, however, if the Commencement Date is other than the first day of a month, (a) the initial term of this Lease shall expire at 11:59 p.m. four (4) years after the last day of the month in which the Commencement Date occurs and (b) the initial term shall be four (4) full years and such fractional calendar month at the beginning of such initial term.

3. **EXTENSION OPTION(S):** So long as it is not in default under this Lease, Tenant shall have _____ () option(s) to extend the term of this Lease for a period of _____ () year(s) [each] (the "Extension Term(s)") upon the same terms and conditions then in effect, except as expressly otherwise provided herein, exercisable by the delivery of written notice to Landlord by

Tenant not less than [REDACTED] ([REDACTED]) days prior to the expiration of the then existing term, failing which, Tenant shall be deemed to have waived its right to extend.

4. **RENT:** Tenant hereby covenants and agrees to pay to Landlord at 5251 Hampstead High Street, Unit 205, Montgomery, AL 36116 or at such other place as Landlord may designate in writing, during the initial term and each extension term as rental (collectively "Rent") for the Premises, the following:

(a) The initial term: The basic annual rent ("Basic Rent") during the initial term shall be paid in advance on the first day of each month without previous demand therefore as provided in the following schedule:

<u>Lease Year</u>	<u>Per Square Foot of Rentable Area of Premises</u>		<u>Annual Total</u>	<u>Monthly</u>
Year 1	\$21.00		\$61,635.00	\$5,136.25
Year 2	\$21.21		\$62,251.35	\$5,187.61
Year 3	\$21.42		\$62,867.70	\$5,238.98
Year 4	\$21.63		\$63,484.05	\$5,290.34

If the Commencement Date begins on other than the first day of the month, Rent for the fractional month beginning with the Commencement Date shall be due within ten (10) days after the Commencement Date but not later than the first day of the month following the Commencement Date. Notwithstanding the foregoing, Basic Rent shall be adjusted proportionately for any Rental Year of more or less than twelve (12) calendar months (prorated on a per diem basis for any period of less than a full calendar month). "Rental Year" shall be defined as successive periods of twelve (12) calendar months; provided, however, if the Term of this Lease commences on any day other than the first day of the month in which the Term commences, then and in such event the first Rental Year shall commence on the Commencement Date and shall end at midnight on the last day of the twelfth (12th) full calendar month following the Commencement Date. Any portion of the Term remaining at the end of the last full Rental Year shall constitute the final Rental Year and all Rent shall be apportioned therefor.

(b) Each extension term: The Basic Rent for each extension term shall be the Basic Rent for the expiring term increased by [REDACTED] %.

(c) Additional Rent. Tenant shall pay, at the same time as monthly installments of Basic Rent are paid, all other sums, charges and amounts of whatever nature to be paid by Tenant to Landlord in accordance with the provisions of this Lease (herein collectively referred to as "Additional Rental"). Additional Rent applicable to the Premises shall include, but shall not be limited to, all assessments, charges, fees or other costs applicable to the Premises under the Hampstead Documents (the "Hampstead Charges"), and if the Hampstead Charges are made against the Building (as hereinafter defined) as a whole in which the Premises are located (as opposed to the Premises individually and without regard for other spaces), then the amount

charged to the Premises shall be determined by multiplying the Hampstead Charges applicable the Building by a fraction, the numerator of which is equal to the square footage of the Premises and the denominator of which is equal to the leasable square footage of the Building.

5. LATE CHARGE; SECURITY DEPOSIT:

(a) Any Rent or other payment required of Tenant under this Lease which is not received by Landlord within ten (10) days after its due date shall be subject to a late charge equal to the least of (a) \$100, (b) 10% of the delinquent Rent or (c) the maximum allowed by law. Landlord's acceptance of delinquent Rent or other delinquent payment not accompanied by such late charge shall not constitute a waiver of Landlord's right to collect such late charge.

(b) Security Deposit: Intentionally omitted.

6. TENANT TO SHARE IN EXPENSES OF LANDLORD'S OPERATING COSTS.

(a) In addition to the Hampstead Charges, Tenant shall pay to Landlord each calendar year, as Additional Rental, all costs and expenses incurred by Landlord in operating, maintaining, repairing, replacing, insuring (as in amounts, with such companies and with such coverages as determined by Landlord in its sole discretion), and paying Taxes (as hereinafter defined) on the Premises, Building and the yards, landscaping, walkways and/or other property in the immediate vicinity thereof ("Landlord's Operating Costs"). If such amounts relate to the Building as a whole in which the Premises are located (as opposed to the Premises individually and without regard for other spaces) or to multiple buildings (for example, if multiple buildings are located on one tax parcel), then the amount charged to the Premises shall be determined by multiplying the amount assessed to the Building (or buildings as the case may be) by a fraction, the numerator of which is equal to the square footage of the Premises and the denominator of which is equal to the leasable square footage of the Building (or buildings as the case may be). Landlord's Operating Costs shall be paid by Tenant in monthly installments in such amounts as are estimated and billed by Landlord at the beginning of each calendar year designated by Landlord, each installment being due on the first day of each calendar month. The cost for Additional Rental for the first Rental Year is estimated to be \$672.60 per month.

(b) "Taxes" shall be defined as all real estate taxes, ad valorem taxes and assessments, general and special assessments, taxes on Landlord's gross receipts, water and sewer rents, and any and all other governmental taxes, impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, which are now or hereafter may be imposed upon or levied against real estate or upon owners or lessees of real estate as such,, rather than persons generally, including, but not limited to, any and all taxes imposed on leasehold improvements, which are assessed against or payable by Landlord, payable with respect to or allocable to the Premises, Building (or buildings as the case may be) and or common areas applicable to the term of this Lease.

7. **RECONCILIATION OF ADDITIONAL RENTAL.** Within one hundred twenty (120) days, or such a reasonable time (in Landlord's determination) after the end of each calendar year, Landlord shall deliver to Tenant a statement showing the Hampstead Charges and Landlord's Operating Costs for the previous year. Any overpayment or deficiency in Tenant's payment of such amounts shall be adjusted between Landlord and Tenant, and each party agrees that, upon receipt of written demand from the other party, Tenant shall pay Landlord, or Landlord shall credit to Tenant's account, or (if such adjustment is at the end of the Term) pay Tenant, as the case may be, within thirty (30) days of receipt of such statement, such amounts as may be necessary to effect such adjustment. The failure of Landlord to provide the statement called for hereunder, within the time prescribed, shall not relieve Tenant of Tenant's obligations hereunder.

8. **USE; COMPLIANCE WITH LAWS:** The Premises may be used only as a branch of the Montgomery City-County Public Library and for no other purpose. All activities conducted within the Premises shall be conducted in compliance with the Hampstead Documents applicable to the property upon which the Premises is located and all applicable laws, ordinances and regulations, and Tenant agrees to indemnify and hold Landlord harmless from any liability and damages, including (without limitation) reasonable attorneys' fees, resulting from a breach of such covenant. "Hampstead Documents" shall mean and refer to any and all agreements, declarations, rules and regulations and other instruments in anyway relating to the use and/or operation of any property within the Hampstead Community, or the rights, duties and/or obligations of owners or occupants of such property, including, but not limited to, the Hampstead Commercial Declaration, Hampstead Community Operating Agreement, Hampstead Residential Declaration, the corporate documents relating to and the rules and regulations of the Hampstead Commercial Association, Inc., the Hampstead Neighborhood Association and the Hampstead Institute, as the same may exist from time to time. Tenant agrees to lease the Premises subject to, and Tenant hereby agrees to comply with, the provisions of any and all such Hampstead Documents as same may exist and be altered or amended from time to time. Anything in this Lease to the contrary notwithstanding, Tenant shall not be permitted to engage in those businesses or operations specified in Exhibit "D" attached hereto and made a part hereof.

9. **TENANT'S OPERATIONS:** In regard to the use and occupancy of the Premises, Tenant will at its expense: (a) keep the inside and outside of all glass in the doors and windows of the Premises clean; (b) keep all exterior store surfaces of the Premises clean; (c) replace promptly any cracked or broken glass of the Premises with glass of like grade and quality; (d) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (e) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises; (f) comply, and cause the Premises to comply, with the Hampstead Documents, all laws, ordinances, rules and regulations of governmental authorities and all recommendations of Landlord's fire insurance rating organization now or hereafter in effect; (g) light the show windows of the Premises and exterior signs and turn the same off when and to the extent required by Landlord; (h) comply with and observe all reasonable rules and regulations established by Landlord and/or by the Hampstead Association with jurisdiction over the Premises from time to time; and (i) conduct its business in all respects in a dignified manner and in accordance with high standards of store operation.

In regard to the use and occupancy of the Premises and the common areas made available to Tenant from time to time, Tenant will not: (j) place, maintain, or permit any merchandise, or other articles in any vestibule or entry of the Premises, on the sidewalks or corridors adjacent thereto or elsewhere on the exterior of the Premises so as to obstruct any driveway, corridor, footwalk, parking area, mall or any other common area without the consent of Landlord and of the applicable Hampstead Association having jurisdiction over the Premises; (k) use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, phonographs, public address systems, sound amplifiers, reception of radio or television broadcasts within Hampstead, which is in any manner audible or visible outside of the Premises; (l) permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or outside of the Premises; (m) cause or permit objectionable odors to emanate or to be dispelled from the Premises; (n) solicit business in the parking area or any other common area; (o) distribute handbills or other advertising matter to, in or upon any motor vehicles parked in the parking areas or in any other common area; (p) permit the parking of vehicles so as to interfere with the use of any driveway, service court, corridor, footwalk, parking area, or other common area; (q) receive or ship articles of any kind outside the designated loading areas for the Premises; (r) use or permit the use of any portion of the Premises for any unlawful purpose or for any activity of a type which is not generally considered in accordance with good and generally accepted standards of operation; or (s) place a load upon any floor which exceeds the floor load which the floor was designed to carry.

Tenant agrees that it will not sell, distribute, display or offer for sale any item which, in Landlord's good faith judgment, is inconsistent with the quality of operation of Hampstead or may tend to injure or detract from the moral character or image of Hampstead. Without limiting the generality of the foregoing, Tenant will not sell, distribute, display or offer for sale (i) any roach clip, water pipe, bong, toke, coke spoon, cigarette papers, hypodermic syringe or other paraphernalia commonly used in the use or ingestion of illicit drugs, or (ii) any obscene, pornographic, lewd, suggestive, or "adult" newspaper, book, magazine, film, video, picture, representation or merchandise of any kind.

10. **COVENANT TO OPERATE:** Except on account of (a) Landlord's default under this Lease rendering the Premises untenable and (b) fire or other casualty, Tenant agrees to operate Monday through Friday and half days on Saturday in the Premises during the entire term of this Lease. However, Tenant shall not be required to operate on state or national holidays.

11. **HAMPSTEAD COMMUNITY; CHANGES THERETO:** The Premises is located within the community generally known as Hampstead, which is a mixed-use community in the City of Montgomery, Alabama which is being developed as a "traditional neighborhood." It is anticipated that as Hampstead is developed, it could combine homes, shops, workplaces and a public realm of churches, parks, schools and/or civic buildings. To allow and encourage Hampstead to continue to develop in this mixed-used manner, the Tenant acknowledges and agrees that Landlord reserves, and other owners of property within Hampstead may have, the right at anytime and from time to time to (a) make or permit changes or revisions in its plans for the Hampstead community, including any common areas which have been made available to Tenant including, but not limited to, additions to, subtractions from, rearrangements of, alterations of, modifications of or supplements to the building areas, walkways, parking areas, driveways or

other common areas; (b) construct other buildings or improvements in Hampstead and make alterations thereof or additions thereto and to build additional stories on any such building or buildings and build adjoining same; (c) demolish, or allow to be demolished, all, part or parts of buildings or other improvements now or hereafter constructed in Hampstead; and (d) make or permit changes or revisions in Hampstead, but not limited to, additions thereto and alterations thereof, and to convey portions of Hampstead to others for the purpose of constructing thereon other buildings or improvements including, but not limited to, additions thereto and alterations thereof.

12. INSURANCE:

(a) Landlord shall maintain or cause to be maintained throughout the term of this Lease, property insurance written on a special perils form, issued by a responsible insurance carrier licensed to do business in Alabama, on the Building in the amount of at least 80% of the replacement costs of the Building. Tenant shall have no interest in any such policy or the proceeds thereof.

(b) Tenant shall maintain throughout the term of this Lease, at its sole expense (i) reasonably adequate business interruption insurance, (ii) full replacement cost property insurance written on a special form, issued by a responsible insurance carrier licensed to do business in Alabama, on its stock, trade fixtures, fixtures, tenant improvements, systems, equipment, furnishings and other personal property in or serving the Premises, (iii) Workers' Compensation insurance as required by law, (iv) commercial general liability insurance on an occurrence form including premises, operations, products/completed operations, hazard and contractual coverage with limits of no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, per location, and \$2,000,000 completed operations aggregate per location, naming Landlord and the Hampstead Commercial Association, Inc. as additional insureds; and (v) liquor liability with a limit of \$1,000,000 in the event Tenant will be serving/selling alcohol, and (vi) such other insurance as may be reasonably required from time to time by Landlord or the Hampstead Commercial Association, Inc.. The insurance shall be issued by responsible insurance companies licensed to operate in the State of Alabama. Tenant's insurance shall cover its and its agents' and employees' activities in or about the Premises. Tenant shall deliver to the Landlord prior to the Commencement Date and annually thereafter a certificate of insurance certifying that such policy shall not be cancelled, modified or terminated without thirty (30) days advance written notice to the Landlord and the Hampstead Commercial Association, Inc.

13. INDEMNITY: Tenant shall indemnify and hold Landlord, its agents, employees, officers, shareholders, directors, members, managers (including its property management company) and partners harmless from all liability, claims, costs, damages and expenses, including (without limitation) reasonable attorneys' fees, resulting from any personal injury, death or property damage occurring in or about the Premises, or anywhere within Hampstead if caused by the negligence of Tenant, its members, managers, partners, shareholders, directors, owners, employees, contractors, licensees, unless caused by the negligence or misconduct of Landlord or Landlord's agents, employees or contractors.

14. **WAIVER OF CLAIMS AND SUBROGATION:** Each of Landlord and Tenant hereby waives any claim or right it may have against the other (and the officers, shareholders, directors, members, managers, partners, employees and agents thereof, including Landlord's property management company) for any loss or damage to any of its property located within, upon or constituting a part of the Premises, which loss or damage is covered by a valid and collectible fire and extended coverage insurance policy or policies, or would be covered by any policy or policies of insurance required by this Lease to be carried by the injured party, to the extent that such loss or damage is recoverable under said insurance policy or policies or would be recoverable if such required insurance policy or policies were in effect. Such waiver shall be effective even if such loss or damage is caused by the negligence or misconduct of the other party. Landlord and Tenant each agree to have its policies endorsed, if necessary, to prevent the invalidation of such insurance coverage by reason of this mutual waiver.

15. **MAINTENANCE AND REPAIR:** Except as may be required of Landlord in the last sentence of this paragraph, Tenant shall, at its sole expense, make all repairs to the Premises, and maintain the Premises in good condition and repair. In furtherance thereof, and by way of example, not limitation, Tenant agrees to (a) keep the Premises safe, clean and in good condition and repair, (b) replace, as needed, all light bulbs, ballasts and HVAC filters within the Premises, (c) repair all damage to plate glass within or enclosing the Premises, (d) perform all maintenance, repairs and replacements for the air conditioning and heating system (the "HVAC"), place the HVAC under a preventative maintenance contract to be performed by a licensed HVAC contractor with such servicing and inspections to be performed at least monthly (a copy of which contract Tenant shall provide to Landlord) and (e) maintain in good repair and condition the plumbing, mechanical and electrical systems in the Premises and those located outside of, but exclusively serving, the Premises. Landlord shall maintain at its cost (subject to reimbursement by Tenant as Additional Rent) the slab, roof and other structural components of the Premises and the building in which the Premises are located (the "Building") unless damaged by Tenant, or its employees or contractors (which damage shall be repaired by Tenant at its sole cost and expense).

16. **ALTERATIONS:** Tenant shall not materially alter Premises without Landlord's prior written consent, which Landlord may withhold in its sole and absolute discretion. Any alterations shall be subject to the Hampstead Documents. At the end of the term of this Lease, Tenant shall, at Landlord's election and at Tenant's sole expense, (a) remove any alteration to the Premises not previously consented to by Landlord in writing, unless such consent was conditioned upon the removal of such alteration, and (b) remove any data wiring or cabling or other wiring or cabling installed by or for Tenant in or around the Premises before surrendering the Premises at the end of the term of this lease.

17. **WASTE; NO LIENS:** Tenant agrees not to do or suffer any waste to the Premises, nor cause, suffer or permit any liens to attach to or to exist against the Premises by reason of any act of Tenant, Tenant's contractors or anyone acting by or through Tenant, or by reason of Tenant's failure to perform any obligation required of Tenant hereunder. If any such lien or claim of lien is filed, Tenant shall pay, bond or otherwise discharge the same within ten (10) days of such filing. Tenant agrees to indemnify Landlord for, and defend and hold Landlord harmless from and against, all liability, losses, damages, costs or expenses, including attorneys' fees, expenses and court costs incurred in connection with any claims of any nature whatsoever for work performed for, or

materials or supplies furnished or claimed to be furnished to Tenant, the Premises or the Building with respect to work performed or claimed to be performed for, or materials or supplies furnished or claimed to be furnished to Tenant, including lien claims of contractors, laborers or materialmen.

18. **TENANT'S SIGN:** Tenant may have on the exterior of the Premises only such sign as is approved by Landlord and the ARC (as hereinafter defined). Such approval shall be obtained prior to installation, and may be granted or withheld by Landlord and/or the ARC in their sole discretion. In addition Tenant acknowledges that its store windows, signs and advertising and general décor visible from the exterior of the Premises shall be subject to the terms and conditions of the Hampstead Documents. The plans for, and fabrication, installation, maintenance, operation, repair and removal of, the sign, as well as the obligation to repair the sign area and return it to its original condition, shall be the obligation of Tenant, at its sole cost and expense.

19. **DAMAGE TO OR DESTRUCTION OF PREMISES:** If the Premises shall be damaged by fire or other casualty, Landlord shall rebuild or repair the Premises to the substantially same condition as the Premises existed prior to the casualty (subject to the restrictions and requirements set out in the Hampstead Documents) (except that Tenant shall be responsible for repairing or replacing the tenant improvements, furnishings, equipment, systems, fixtures, trade fixtures, and any of its property not including in the foregoing list) at its sole cost and expense; provided, however, (a) Landlord's obligation to rebuild shall be limited to net insurance proceeds actually received by it and (b) Landlord may terminate this lease by giving Tenant notice thereof within ninety (90) days of the damage if (i) the cost of rebuilding or repairing exceeds 25% of the value of the Premises, (ii) the Premises are rendered totally damaged or are rendered wholly untenable, (iii) the Building is so damaged that, in Landlord's reasonable opinion, substantial alteration, demolition or reconstruction of the Building shall be required (whether or not the Premises are so damaged or rendered untenable), (iv) in Landlord's reasonable judgment, repairs cannot reasonably be completed within 270 days after the date of the damage, or (v) the Premises or Building may not be rebuilt under the Hampstead Documents, in which event Rent will be prorated to the date of such damage and the parties shall be released from all obligations under this Lease except for those accrued but not yet satisfied. If the Premises are rendered totally or partially untenable by such damage, Rent shall be abated in proportion to such untenability.

20. **PERFORMANCE OF TENANT'S DUTIES:** Without any obligation to do so, Landlord shall be entitled, but not obligated, to perform any duties required of Tenant under this Lease which Tenant is not performing. Landlord may assess the reasonable cost thereof, plus interest thereon from the date such cost is incurred at 12% per annum, to Tenant as additional Rent under this Lease, which shall be due and payable upon Landlord's demand therefor.

21. **ASSIGNMENT AND SUBLETTING:** Tenant may not assign this Lease or sublet the Premises or any portion thereof without Landlord's prior written approval, but no such assignment or subletting shall relieve Tenant of any of its obligations under this Lease. Any reorganization or change in control of Tenant shall constitute such an assignment.

22. **INSPECTION OF PREMISES:** Tenant agrees to permit Landlord and its agents, and any mortgagee of the Premises or the Building, to come upon and inspect the Premises during Tenant's normal business hours (except in an emergency), after reasonable advance notice to Tenant

(except in an emergency), and to come upon the Premises if necessary to perform any act which Landlord is responsible for performing or which Tenant has failed to perform as required under this Lease, as provided in paragraph 20 above.

23. **DEFAULT; REMEDIES:** In the event (a) the Rent, or any other payment required of Tenant under this Lease, is not paid within five (5) days after it is due, (b) the Premises shall be deserted or abandoned by Tenant, (c) Tenant shall fail to comply with any term, provision, condition or covenant of this Lease, other than the payment of Rent or other charges, and such failure is not cured within thirty (30) days of Tenant's receipt of written notice thereof, (d) any petition is filed by or against Tenant under the Bankruptcy Code, (e) Tenant shall become insolvent or make a fraudulent transfer, (f) a receiver is appointed for all or any substantial part of the assets of Tenant, or (g) the leasehold interest of Tenant is levied on under execution, then Landlord shall have the option to do any of the following in addition to, and not in limitation of, any other remedy permitted by law, in equity or by this Lease:

(i) without terminating this Lease, accelerate the Rent for the remainder of the then existing term of this Lease;

(ii) terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord but, if Tenant shall fail to do so, Landlord may, without further notice and without prejudice to any other remedy Landlord may have for possession or arrearages in Rent or damages for breach of contract, enter upon the Premises and expel or remove Tenant and its effects, by force if necessary, without being liable to prosecution or any claim for damages therefor;

(iii) with or without terminating this Lease, enter the Premises as the agent of Tenant, by force if necessary, without being liable to prosecution or any claim for damages therefor and relet the Premises as the agent of Tenant and receive the rent therefor, together with all cost of reletting, including preparing and refinishing the Premises for reletting, advertising expense, commissions and reasonable legal fees, and Tenant shall pay Landlord any deficiency that may arise by reason of reletting, promptly upon demand therefor and at the address of Landlord specified hereinabove; or

(iv) exercise the self-help remedy provided for in paragraph 20.

If Landlord defaults, it shall be entitled to cure such default within thirty (30) days of receipt from Tenant of notice of such default. If such default cannot reasonably be cured within said thirty (30) days, Landlord shall have such additional time as is reasonable to cure such default. Tenant may not terminate this Lease or withhold or reduce Rent or any other sum due under this Lease. Any notice of default given to Landlord shall be given simultaneously to its mortgagees, who shall have the same cure rights allowed Landlord. Tenant shall be entitled to all other rights and remedies available at law if said default is not cured.

24. **QUIET ENJOYMENT:** Landlord represents and warrants to Tenant that, so long as Tenant timely pays the Rent and timely performs the other obligations required of Tenant under

this Lease, Landlord shall keep Tenant in quiet possession of the Premises during the term of this Lease.

25. **CONDITION OF PREMISES ON TERMINATION OR EXPIRATION:** Upon the expiration or earlier termination of the term of this Lease, for any reason, Tenant covenants and agrees to remove all of its personal property, including trade fixtures and equipment installed by Tenant upon the Premises, and Tenant shall repair any damage caused by the removal thereof and shall leave the Premises in good and "broom-clean" condition, casualty (except for any items Tenant is responsible under this Lease to repair or replace in the event of a casualty) and normal wear and tear excepted.

26. **UTILITIES:** Tenant shall pay for all utilities used in the Premises by Tenant or on its behalf.

27. **CONDEMNATION:** If any material portion of the Premises shall be taken by any condemnation or similar eminent domain proceeding, or by deed in lieu thereof, Tenant shall be entitled to terminate this Lease by giving written notice to Landlord within thirty (30) days of such taking, in which event Rent and other sums due under this Lease shall be prorated as of the earlier of the date of taking or the date specified in Tenant's termination notice, neither party shall have any further liability to the other hereunder. All condemnation proceeds shall belong solely to Landlord, except for those related to Tenant's moving expenses. If this Lease is not so terminated, there shall be no abatement of Rent.

28. **NOTICES:** Any notices permitted or required by this Lease shall, if intended for Landlord, be delivered or mailed to Landlord at 5251 Hampstead High Street, Unit 205, Montgomery, AL 36116 and, if intended for Tenant, shall be delivered personally or mailed to Tenant at Montgomery City-County Public Library, P.O. Box 1950, 245 High Street, Montgomery, AL 36102 with a copy to _____ (Please provide if applicable). Any notice given by mail shall be by certified U.S. mail, return receipt requested, and shall be deemed given on the date of the first attempted delivery by the U.S. Postal Service. Notice may also be given by facsimile, at (334)270-6566 if to Landlord and at _____ (Please provide if applicable) if to Tenant. Any notice shall be in writing and (except for notice given by certified U.S. mail, return receipt requested) shall be deemed given when received or refused. A party's counsel may give notice on behalf of such party. A party may change its address for receiving notices by giving notice to the other party as provided in this paragraph.

29. **NO ORAL AGREEMENT; MERGER:** It is expressly understood between Landlord and Tenant that there is no verbal understanding or agreement which in any way changes the terms, covenants and conditions herein set forth, and no modification of this Lease and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by Landlord and Tenant. All prior agreements, discussions and negotiations between Landlord and Tenant and/or their representatives concerning the Premises are merged into this Lease.

30. **NO WAIVER:** The failure of Landlord to insist, in one or more instances, upon the strict performance by Tenant of any of the provisions of this Lease shall not be construed as a

waiver of any future breach of such provisions. Receipt by Landlord of Rent or other sum due under this Lease with knowledge of the breach of any provision hereof shall not be deemed a waiver of such breach.

31. **RELATIONSHIP OF PARTIES:** This Lease shall create only the relationship of landlord and tenant between Landlord and Tenant.

32. **BROKERS:** Tenant and Landlord represent and warrant to each other that except for Colonial Commercial Realty, Inc. ("CCR"), whose fees and commissions shall be paid by Landlord pursuant to separate agreement between Landlord and CCR, they have not dealt with any brokers or real estate agents in connection with this Lease. Each party hereby agrees to indemnify the other party against any claim, loss or damage, including a reasonable attorneys' fee, it incurs from a breach of this representation and warranty.

33. **DISCLOSURE:** All of the parties to this Lease Agreement understand, acknowledge and agree that one or more real estate brokers, salespersons or companies who are licensed under the Alabama Real Estate License Law (the "Licenses"), and/or one or more members of his, her or their immediate family or other individuals, organizations or business entities in which one or more of said Licensees may have a personal interest (said Licensees, immediate family members and other such individuals, organizations or business entities are hereinafter referred to collectively as the "Related Parties," whether one or more), may constitute or own a direct or indirect interest in the Landlord under this Lease Agreement. One or more of said Licensees or other Related Parties also owns a direct or indirect interest in, and/or serves as an officer, director, member, manager, partner, agent, servant or employee of, Colonial Commercial Realty, Inc. or one or more other licensed real estate companies that may have represented Landlord in connection with this Lease Agreement. This disclosure is made solely for the purpose of disclosing the related party interest of a real estate licensee or his or her other Related Parties in connection with this Lease Agreement. Nothing herein contained shall be construed to make any such Licensee or other Related Parties a party to this Lease Agreement, or to impose any direct or indirect obligations or liabilities on any such Licensee or other Related Parties in connection with this real estate transaction. All parties to this Agreement acknowledge and agree that they have received timely disclosure of said related party interests.

34. **LEGAL EXPENSES:** If either party engages an attorney to enforce its rights, or the other party's obligations, under this Lease, the defaulting party shall pay the reasonable attorneys' fees and expenses of the non-defaulting party, whether or not the matter results in a lawsuit being filed.

35. **APPLICABLE LAW:** This Lease shall be construed in accordance with the internal laws of the State of Alabama, without regard to its conflicts of law principles.

36. **HEADINGS:** The headings used in this Lease are for convenience only and shall not have any bearing or meaning with respect to the interpretation or enforcement of this Lease.

37. **HOLDING OVER:** If Tenant remains in possession of the Premises after the expiration or earlier termination of the term hereof without any express written agreement of the

parties, Tenant shall be a tenant at will (and such holdover shall end upon thirty (30) days notice from Landlord) at the Rent in effect had Tenant exercised any remaining extension option, or if no extension option is available to Tenant, then at 200% of the Rent in effect at the time of the expiration or earlier termination of such term, and there shall be no extension of this Lease by operation of law.

38. **RIGHTS CUMULATIVE:** Subject to paragraph 34, the rights and remedies enjoyed by the parties to this Lease shall not be restricted to those set out in this Lease but rather shall be in addition to all rights and remedies available to them at law or in equity.

39. **ESTOPPEL CERTIFICATES:** Each party shall, within ten (10) days of receipt of written request therefor, provide the other party an estoppel certificate as to this Lease in such reasonable form as shall be requested.

40. **LIMITED LIABILITY:** The liability of Landlord, including that of the persons compromising Landlord, and their respective heirs, successors, personal representatives and assigns, under this Lease shall be limited to Landlord's interest in the Building at the time such liability accrues, and Tenant shall not seek to secure any claim for damages or indemnification by any attachment, levy, judgment, garnishment or other security proceedings against any property or assets of the Landlord or of the persons comprising Landlord, or of their respective heirs, successors, personal representatives or assigns, other than Landlord's interest in the Building.

41. **HAZARDOUS SUBSTANCES:** Tenant shall not unlawfully generate, store, treat dispose of, install, or otherwise use, any Hazardous Substances (as hereinafter defined) on, in, under, or in any way related to, the Premises or cause or permit any such generation, storage, treatment, disposal, installation or other use with respect thereto. Tenant shall fully indemnify and hold Landlord harmless from any liability, damage, cost or expense that Landlord might otherwise suffer from Tenant's failure to fully comply with the terms and provisions of this Section. "Hazardous Substances" means and includes any of the substances, materials, elements, or compounds, that are contained in the list of hazardous substances adopted by the United States Congress or the EPA or any substances, materials, elements or compounds affected by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree, now or at any time hereafter in effect, regulating, relating to, or imposing liability or standards of conduct concerning any of the foregoing.

42. **BINDING EFFECT:** This Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties hereto.

43. **SUBORDINATION:** Upon Landlord's written request, Tenant shall agree in writing to subordinate this Lease to Landlord's mortgage financing provided the holder of such mortgage agrees in writing not to disturb Tenant's possession of the Premises so long as Tenant is not in default under this Lease.

44. **SEVERABILITY:** If any provision of this Lease is declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall remain in full force and effect.

45. **RELOCATION.** Upon ninety (90) days' prior written notice to Tenant, Landlord may substitute for the Premises other premises in Hampstead (the "New Premises") in which event the New Premises shall be deemed to be the Premises for all purposes hereunder, provided:

(a) The New Premises shall be similar in area to the Premises and suitable for Tenant's permitted uses.

(b) Landlord shall, at Landlord's sole expense, provide leasehold improvements in the New Premises at least equal in quality to the improvements then existing in the Premises.

(c) Landlord shall reimburse Tenant for the out-of-pocket expenses of Tenant directly resulting from such relocation, including reasonable moving expenses and expenses for reprinting reasonable quantities of stationery and business cards, but in no event shall Landlord be responsible for any interruption in Tenant's business caused by such relocation.

(d) Within thirty (30) days after Landlord's request, Tenant shall execute an amendment to this Lease documenting the substitution of the New Premises under this Lease.

IN WITNESS WHEREOF, the parties herein have set their hands and seals hereto as of the day, month and year first above written.

LANDLORD:

WITNESS:

HAMPSTEAD OFFICE, LLC

By: _____

Name: _____

Title: _____

TENANT: MONTGOMERY CITY-COUNTY

PUBLIC LIBRARY

WITNESS:

| _____

_____ (L.S.)

Mayor

County Commission Chair

Library Board Chair

STATE OF ALABAMA
MONTGOMERY COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____ whose name as _____ of Hampstead Office, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such _____, and with full authority, executed the same voluntarily for and as the act of said limited liability company as of the date hereof.

Given under my hand this ____ day of _____, 2008.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA
MONTGOMERY COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily as of the date hereof.

Given under my hand this ____ day of _____, 20__.

Notary Public
My Commission Expires: _____

EXHIBIT "A"

DESCRIPTION AND/OR DEPICTION OF PREMISES

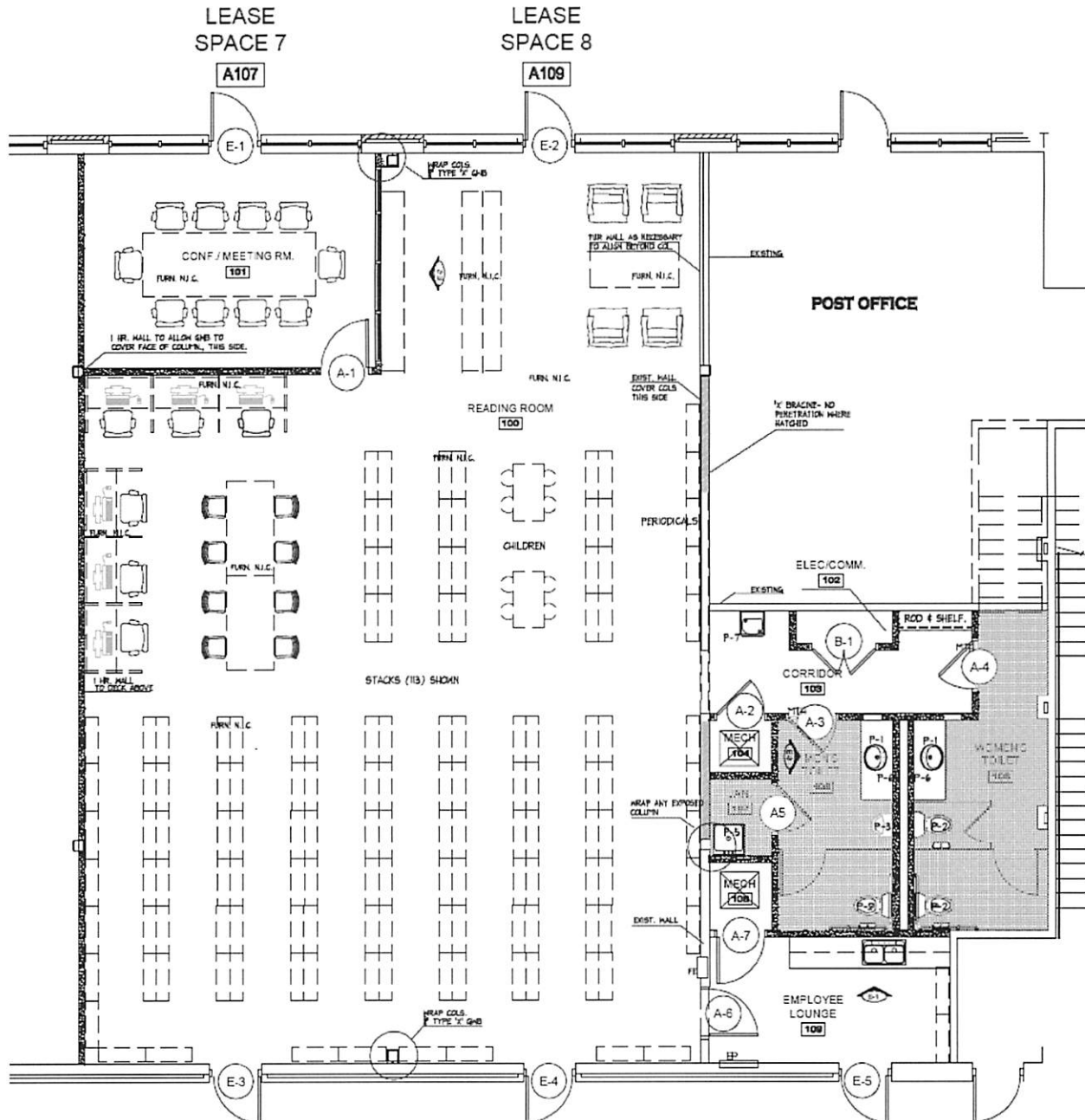


EXHIBIT "B"

DESCRIPTION AND/OR DEPICTION OF
LANDLORD'S WORK

TO BE INSERTED

EXHIBIT "C"

DESCRIPTION AND/OR DEPICTION OF
TENANT'S WORK

All Tenant's work shall be performed in such a manner as not to unreasonably disturb any other tenants, occupants or owners in Hampstead and in compliance with the provisions of this Lease Agreement.

TO BE INSERTED

EXHIBIT "D"
PROHIBITED USES
SPECIAL STIPULATIONS



Montgomery City-County **Public Library**

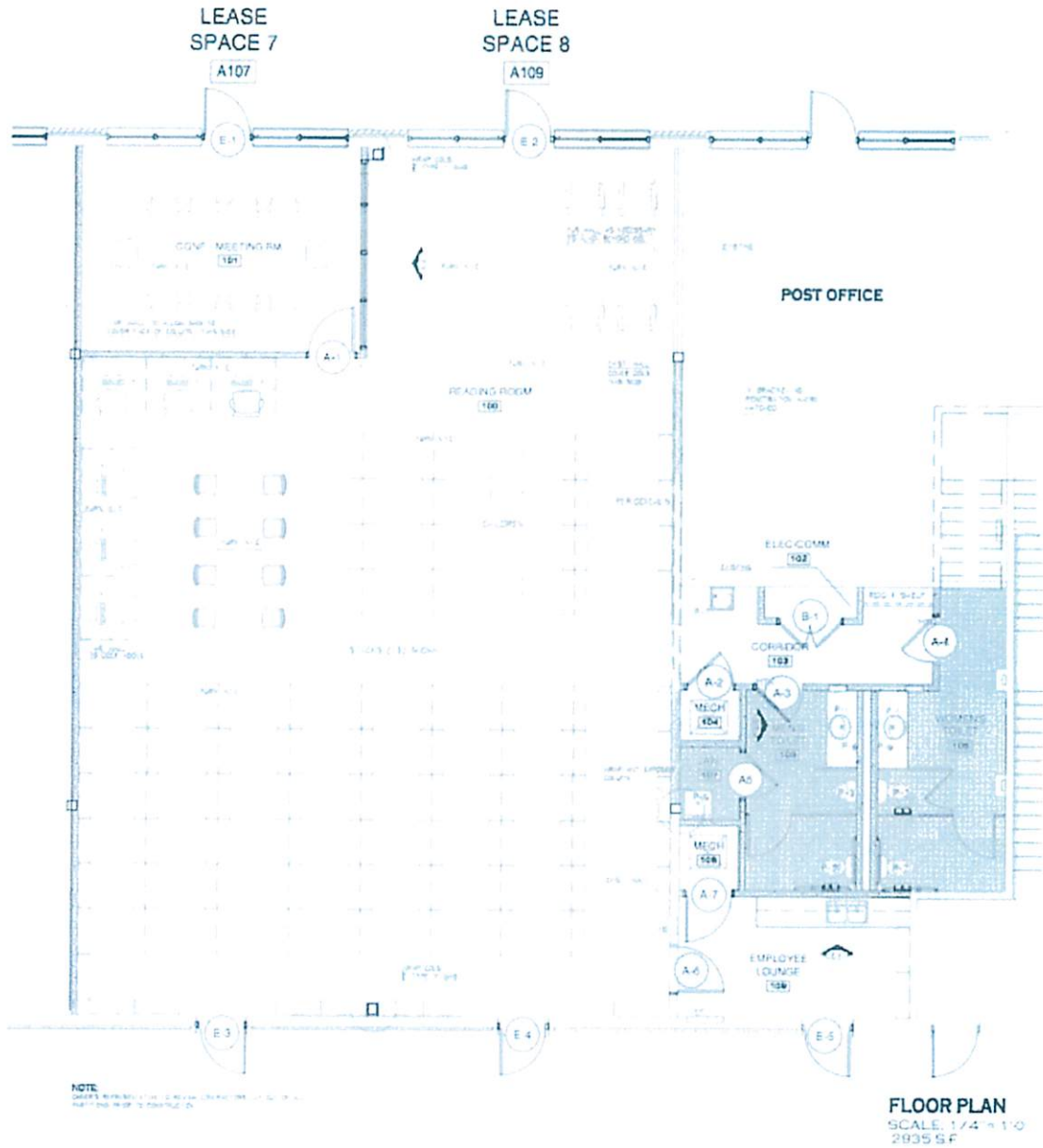
Developer Proposal

Developer Proposal

	Cost Estimate	Owner
Library Build-out	\$150,000	Furnished
Furnishings, Shelving, tables, chairs, computer Stations	\$115,821 + 22,000	Furnished
Computer Furnishings	\$23,335	
Personnel Cost	\$51,071	
Periodicals, Media, etc.	\$50,000	
Lease Terms: - Size - 2,935 SF - Rate - \$21 PSF for 4 yr. Term - CAM Fee - \$2.75 PSF - Escalation - 1%/yr.	\$69,706	
Additional Funds for Tenant Allocation		\$100,000
Funds At Opening		\$50,000
Funds At 2nd Year		\$50,000
Funds At 3rd Year		\$50,000



Library Layout Design





The Hampstead Community

Hampstead is a traditional neighborhood which combines all that is vibrant and beautiful in life. It was created by a dedicated team of designers, architects, and even residents, all led by the internationally acclaimed town planners, Duany Plater-Zyberk & Company, creators of Seaside and Rosemary Beach in Florida and founder of the New Urbanism. Anchored by an authentic village center, Hampstead is alive with parks, cafes, shops, events, an urban farm, and dozens of other amenities - all within walking distance. A 416 acre traditional neighborhood development (TND) designed allow vitality, flexibility, and longevity, Hampstead is a model of innovative, sustainable town planning.

Our Town Center is the heart of village life at Hampstead. Located on Taylor Road, it's filled with local restaurants, offices, and shops opening onto Hampstead's main street that creates a vibrant, energetic place to spend the day. Currently home to over 200 Montgomery residents who work at Hampstead and hundreds of daily visitors, the local businesses such as Farmhouse Kitchen, the YMCA Y's Up Gym, and Number Sixteen Restaurant offer great ways to enjoy life at Hampstead. Here, you'll find an atmosphere of elegance and energy. The attention to detail is unrivaled, from custom designed streetlamps and bollards, to the stunning town fountain and preserved trees.

Memo

To: John Mitchell

From: Lou Ialacci

CC: Donnie Mims

Date: February 3, 2010

Re: Ingenuity Master Agreement Amendment

The County Commission Approved and entered into the original Master Agreement with Ingenuity, Inc on July 25, 2005 for a term of thirty months. The Master agreement was approved again for an additional thirty months on August 21, 2007. The attached one page Master Agreement Amendment document is being submitted to extend the Master Agreement for another thirty months. This document allows the county to continue its relationship with Ingenuity for maintenance on the vehicle and boat registration system.

Ingenuity has provided professional services in several areas for the county over the past five years. The projects include disaster recovery planning and testing, power optimization, telecommunications optimization, website development, and a vehicle and boat registration application system.

Please place this on the future agenda items list for review and approval by the County Commission. Thank you



AMENDMENT TO MASTER AGREEMENT

The Montgomery County Commission ("Montgomery County") and Ingenuity, Inc., an Alabama corporation ("Ingenuity") entered into a Master Agreement dated the 21st day of August, 2007 (the "Agreement"). This amendment to the Agreement (the "Amendment") will serve to amend the Agreement in the following ways:

1. The term of the Agreement shall be extended through November 30, 2012.
2. The parties will be allowed to employ or otherwise engage former employees of the other party as long as the former employee has not been employed by the applicable party for at least two years.

IN WITNESS WHEREOF, the parties have agreed upon and executed this Amendment as of the 20th day of February, 2010.

Montgomery County Commission

Signature: _____

By: Elton N. Dean, Sr.

Title: Chairman

Ingenuity, Inc.

Signature: _____

By: Rick A. Hayes

Title: President



FEB 22 2010

HAND ■ MAIL ☐ LETTER OF TRANSMITTAL
PICK UP ☐ UPS ☐ FEDEX ☐

DATE February 9, 2010

TO Mr. Donald L. Mims, County Administrator
MONTGOMERY COUNTY COMMISSION
100 South Lawrence Street
P O Box 1667
Montgomery, AL 36102-1667

REFERENCE **AMENDMENT NO. 1**

PROJECT MONTGOMERY COUNTY JAIL
LOCATED IN MONTGOMERY, ALABAMA
GM&C PROJECT NO. 6-5-010 (MCJ)

COPIES	DATED	DESCRIPTION OF ITEM
2 each	2/4/09	Amendment to Owner/Architect Agreement

REMARKS Donnie, attached for your review and signature please find two (2) copies of Amendment No. 1 to the Owner/Architect Agreement for the Inmate Housing Cost Study. This Amendment adds an additional six weeks to the schedule. After signing, please return one fully executed copy for our files. Thanks.

COPY TO Freddie Lynn, Jr.

SIGNED


William E. Wallace, AIA, Exec Vice Pres

WEW:ppb:trans.020910.ihs

GOODWYN, MILLS AND CAWOOD, INC.

2660 East Chase Lane, Suite 200

Montgomery, AL 36117

Tel 334.271.3200 Fax 334.272.1566

GMCNETWORK.COM

B.C. Project No. _____

ABC Form B-4 (State)
July 2006

Date February 4, 2010

AMENDMENT No. 1

to

AGREEMENT BETWEEN OWNER AND ARCHITECT

for an Inmate Housing Study

_____, dated December 23, 2009, by and between
Montgomery County Commission, Owner(s)
and Goodwyn, Mills and Cawood, Inc. (GMC Project No. 6-10-007), Architect.

The following changes in the said agreement are made therein:

An additional six weeks will be added to the schedule from the original agreement.
This Amendment shall not affect any other part of the original agreement.

The Owner(s) and the Architect agree to the terms of this Amendment as contained herein.

APPROVALS

Governor

By _____
Finance Director

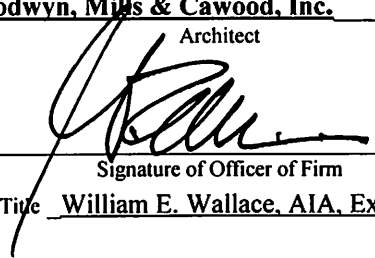
STATE OF ALABAMA BUILDING COMMISSION
(Not required for locally-funded SDE projects.)

By _____
Director, Technical Staff

CONTRACTING PARTIES

Goodwyn, Mills & Cawood, Inc.

Architect

By 
Signature of Officer of Firm
Name & Title William E. Wallace, AIA, ExecVP

Montgomery County Commission

Owner

By _____
Name & Title Elton Dean, Chairman

*The Awarding Authority certifies that funds are available
in the amount required for the Amendment.*



Montgomery County, Alabama

Amendment to Agreement for Subcontract Services

The following is an amendment to the agreement for the scope of work to develop a per diem cost for Montgomery County to house City of Montgomery inmates in the county jail.

The original agreement for the work described above defined the schedule as follows:

Schedule

Criminal Justice Institute, Inc. will complete the work described in this proposal within six weeks from the acceptance of this proposal.

As a result of a phone conference held with County officials on January 14, 2010 to review the budget projections, the County determined that the County Administrator and Sheriff's Office needed to review and confirm some of the costs and budget categories. During a phone call with Donnie Mims on January 22, 2010 Mr. Mims indicated the County was still working on confirming budget costs.

It is clear at this time that the six-week schedule in the original agreement will not be met due to delays outside the control of Criminal Justice Institute, Inc.

The agreement is hereby amended to add an additional six weeks to the schedule from the original agreement. This amendment shall not affect any other part of the original agreement.

Submitted By

Robert L. May

Robert L. May II
Partner
Criminal Justice Institute, Inc.
1110 Opal Court, Suite 5
Hagerstown, MD 21740
301-393-4500 ext. 301 (Office)
301-393-9494 (Fax)
rmay@cji-inc.com

1/29/10
Date

Acceptance of Amended Agreement

Bill Wallace
Goodwyn, Mills and Cawood, Inc.
2660 East Chase Lane, Suite 200
Montgomery, AL 36117
Phone (334) 271-3200
Cell (334) 303-6762
Bill.wallace@gmcnetwork.com

Date

MONTGOMERY COUNTY COMMISSION
PURCHASING DEPARTMENT
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

AMENDMENT
TO
CONTRACT NO. 51100-09C-018

FEB 16 '10 PM 4:10

Amendment No. 1

Date: January 13, 2010

Amendment No. 1 to Contract No. 51100-09C-018, Security Guard Service for Probate Offices, is hereby amended as follows:

So much of the Contract that reads, Michael Montgomery, dba/B.A.T.S Security is hereby changed to read, Callen Montgomery, dba/B.A.T.S. Security.

All other provisions of the Contract will remain the same.

WITNESS:

CALLEN MONTGOMERY, dba/
B.A.T.S. SECURITY

B.A.T.S.
Security,
LLC

Barbara Gene Butler

BY:

Callen Montgomery

TITLE:

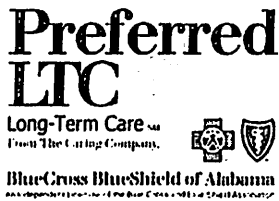
Manager

WITNESS:

MONTGOMERY COUNTY
COMMISSION

BY: _____

TITLE: _____



Group Enrollment Agreement Montgomery County Commission

GROUP INFORMATION

Physical Address

100 South Lawrence Street
Montgomery, AL 36104

Billing Address

P. O. Box 1667
Montgomery, AL 36102

Decision Maker

Mr. Elton Dean
Commission Chairman
Phone: 334-832-1210
Fax: 334-832-7756
*

Benefits Contact

Mr. Scott Kramer
Risk Manager
Phone: 334-832-1280
Fax: 334-832-7756
skramer@mc-ala.org

Billing Contact

Mr. Scott Kramer
Risk Manager
Phone: 334-832-1280
Fax: 334-832-7756
skramer@mc-ala.org

ACCOUNT REPRESENTATIVE AND CONTACT INFORMATION

LTC Marketing Representative

Patty McDonald
Code: 744 District: Montgomery
Phone: 334-213-6609
Fax: 334-213-6635

LTC Benefits Representative

Regina Dean
Code: 747 District: Montgomery
Phone: 334-213-6604
Fax: 334-213-6635

LTC Support Staff

LeeAnn Goodson
Phone: 334-213-6669
Fax: 334-213-6617

Referring Health Marketing Representative

Cliff Moore
Code: 508 District: Account Executives
Phone: 205-220-6842
Fax: 205-220-0630

Preferred LTC Customer Service

Local: 205-733-7019
Toll Free: 1-888-331-4188

DEFINITIONS

Actively-At-Work Employee: An Individual working for a minimum of 30 hours per week for the Policyholder ("the Employer") on a full-time basis for earnings that are paid regularly.

Eligible Family Member: A legally married spouse, sister/sister-in-law, brother/brother-in-law, a child age 18 or older, or the parents/parents-in-law, or grandparents/grandparents-in-law of an Actively-At-Work Employee.

Premium: The payment due for the Policy. If there is any change to the amount, Blue Cross and Blue Shield of Alabama ("the Company") will notify the Employer thirty (30) days in advance. No change will be made in the Premium amount unless the Company changes the Premium rates for all persons in the same payment class.

Eligibility Waiting Period: The total number of days for which an employee must be actively at work before he/she is eligible to enroll in this plan.

ELIGIBILITY

Actively-At-Work Employees of the Employer and their Family Members are eligible to apply for coverage under the Policy. Temporary or seasonal employees are not eligible.

Eligibility to Apply for Coverage for Actively-At-Work Employees

If an employee is actively at work on the Policy Effective Date and has been active for at least ninety (90)

If a person is not actively at work on the Policy Effective Date for at least ninety (90) days or becomes an active employee after the Policy Effective Date, he/she must be continuously employed as an active employee for ninety (90) days before becoming eligible to apply for coverage. The active employee will be eligible to apply for coverage on the first day after the Eligibility Waiting Period is completed.

Eligibility to Apply for Coverage for Family Members

Family Members are eligible to apply for coverage at any time.

Changes in Eligibility

All eligibility changes and terminations must be submitted to Blue Cross and Blue Shield of Alabama within 30 days of the date of the occurrence.

Eligibility for Coverage - Medical Underwriting Requirements

Application for coverage is not a guarantee of coverage, approval or participation. Eligibility for coverage is subject to satisfaction of the Company's underwriting requirements in effect at the time of application. The Company will make all final coverage decisions with respect to any application. The Company will communicate its underwriting decision directly to the Employee. The Company will not provide its underwriting decision to the Employer. The Company will however provide Employer with a monthly listing of covered Employees and applicable policy premium.

WHEN COVERAGE BEGINS

Once an enrollment form is received and approved by Blue Cross and Blue Shield of Alabama, coverage will begin at 12:01 a.m. on the later of:

- the Certificate Effective Date; or
- the first day of the month following the month that the enrollment form was approved for coverage.

Application to Change Existing Coverage

An insured Actively-At-Work Employee or Family Member may apply at any time to change his/her coverage by completing a new enrollment form.

Once the new enrollment form is approved, the change in coverage is effective at 12:01 a.m. on the first day of the following month.

GROUP STRUCTURE

SubGroup ID	Sub-group description	Employees	Is this Group an Association?
001	Full-time employees	1000	☐ Yes ☒ No
999	Facility Only		

BENEFITS

SUBGROUP ID: 001

Employer Contribution:

Daily Benefit Options:

☒ \$50 per day ☒ \$120 per day ☒ \$190 per day ☒ \$260 per day
☒ \$60 per day ☒ \$130 per day ☒ \$200 per day ☒ \$270 per day
☒ \$70 per day ☒ \$140 per day ☒ \$210 per day ☒ \$280 per day
☒ \$80 per day ☒ \$150 per day ☒ \$220 per day ☒ \$290 per day
☒ \$90 per day ☒ \$160 per day ☒ \$230 per day ☒ \$300 per day
☒ \$100 per day ☒ \$170 per day ☒ \$240 per day
☒ \$110 per day ☒ \$180 per day ☒ \$250 per day

Benefit Duration Options:

☒ 730 days ☒ 1825 days
☒ 1095 days ☒ Lifetime *
☒ 1460 days
 * Requires full medical underwriting

Benefit Waiting Period Options:

- ☒ 30 days ☒ 90 days
☒ 60 days ☒ 120 days

Home Health Coverage:

- ☒ 100% of DBA

Optional Riders Available:

- ☒ 5% Compound Inflation Protection Rider
☒ Spousal Shared Care Benefit Rider
☒ Survivorship Benefit Rider
☒ Shortened Benefit Period Non-forfeiture Rider
☒ Restoration of Benefits Rider
☒ 5% Simple Inflation Protection Rider
☒ Return of Premium Rider
☒ Indemnity Rider

Limited Pay Riders:

- ☒ 10 Year Paid-up Rider
☒ 20 Year Paid-up Rider
☒ Paid-up at 65 Rider

The following benefit options will be available to eligible members of the **Facility-Only** subgroup.

SUBGROUP ID: 999

Benefit Duration Options:

- ☒ 730 days
☒ 1095 days
☒ 1460 days
☒ 1825 days
☒ Lifetime*

Daily Benefit Options:

- ☒ \$50 ☒ \$120 ☒ \$190 ☒ \$260
☒ \$60 ☒ \$130 ☒ \$200 ☒ \$270
☒ \$70 ☒ \$140 ☒ \$210 ☒ \$280
☒ \$80 ☒ \$150 ☒ \$220 ☒ \$290
☒ \$90 ☒ \$160 ☒ \$230 ☒ \$300
☒ \$100 ☒ \$170 ☒ \$240
☒ \$110 ☒ \$180 ☒ \$250

Benefit Waiting Period Options:

30 days, 60 days, 90 days, 120 days

Optional Riders Available:

- ☒ 5% Compound Inflation Protection Rider
☒ 5% Simple Inflation Protection Rider
☒ Spousal Shared Care Benefit Rider
☒ Survivorship Benefit Rider
☒ Shortened Benefit Period Non-forfeiture Rider
☒ Restoration of Benefits Rider
☒ Return of Premium Rider
☒ Indemnity Rider

Limited Pay Riders:

- ☒ 10 Year Paid-up Rider
☒ 20 Year Paid-up Rider
☒ Paid-up at 65 Rider

FUNDING**Payment Mode**

Will active employees be payroll deducted?

Yes

All Actively-At-Work employees insured under the policy may participate in payroll deduction for the payment of the required premium.

Will payroll deduction be offered to spouses of active employees?

Yes

Monthly Payment Method

- ☒ Check ☐ Wire Transfer
☐ Bank Draft ☐ Not Applicable

Billing Instructions (Required - enter information on how the billing should be handled)

Montgomery County Commission - Enrollment

(Rev. 08-2006)

SPECIAL INSTRUCTIONS

TERMS OF THE AGREEMENT

Under the terms of this agreement, the Employer is required to remit the applicable Premium to the Company on a monthly basis. The Employer may, in its sole discretion, elect to contribute all or a percentage of the Employee's Premium. However, it is hereby agreed and understood that, regardless of the level of contribution by the Employer, the entire applicable Premium must be remitted to the Company on a monthly basis.

The Blue Cross and Blue Shield of Alabama Reconciliation Worksheet must accompany the Employer's payment in order to ensure timely and accurate processing of payments. Failure to submit this worksheet may delay allocation of premiums to the Employer's certificate holders, thus creating late notifications to the Employer and the Employer's certificate holders.

Invoices are designed to be paid as billed. However, adjustments to the invoice are allowed if additions and deletions are noted on the Reconciliation Worksheet submitted with the Employer's premium payment. The invoice amount plus/minus the adjustments should equal the remitted premium. It is the Employer's responsibility to ensure that payment and adjustments equal the total amount due.

Premiums are billed on the 2nd day of each month, are due on the 15th day of each month, and become delinquent on the 30th day of each month if unpaid. If the Employer does not meet financial responsibilities, the Employer's policy and the Employer's certificate holders may be subject to cancellation.

If Employer fails to payroll deduct policy premiums for any reason, policy premiums are still due to the Company. If a payment is delinquent, the Company will notify both the Employer and the Employer's certificate holders of inadequate funding.

Application for coverage is not a guarantee of coverage, approval or participation. Each application will be subject to the Company's underwriting protocols, guidelines and methodologies. The Company will make all final coverage decisions with respect to any application. The Company will communicate its underwriting decision directly to the Employee. The Company will not provide its underwriting decision to the Employer. The Company will however, provide Employer with a monthly listing of covered Employees and applicable policy premium.

Employer understands that any misrepresentation by Employer is fraud and will be pursued to the fullest extent allowed by law. Upon discovery of Employer fraud, all benefits under the Contract will be retroactively revoked to the beginning of the Contract, no further benefits will be provided under the Contract and no fees will be returned.

SIGNATURES

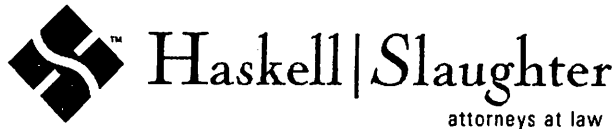
LTC Marketing Representative Signature

Customer Signature

Date

Date

TT6



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
February 10, 2010

TO: Donnie Mims
FROM: Tommy Gallion
RE: Long Term Care Agreement with Blue Cross Blue Shield

I have reviewed your February 8, 2010 memorandum, Scott Karmer's February 8, 2010 memorandum to you and Preferred LTC Group Enrollment Agreement for Montgomery County Commission. It is my legal opinion that this agreement is acceptable and could be of great benefit to employees of Montgomery County that chose to participate.

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
3419291_1

RECEIVED 10 FEB 11 11:46

ALABAMA SECRETARY OF REVENUE

FEB 22 2010

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION **BUDGET CHANGE REQUEST**

REQUEST NUMBER 14

DEPARTMENT:	County Comm Appropriations	REVIEWED:	S. Thomas	2/18/2010
DATE:	2/18/2010		Finance Director	Date
REQUESTED BY:	Donald L. Mims, Administrator	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Humane Society	001-55400-290	375,000	62,500	437,500
Misc In House Appropriations	001-59310-499	181,800	-62,500	119,300
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		556,800	0	556,800

JUSTIFICATION:

To increase the 2010 budget appropriation to the Montgomery Humane Society.

FEB 22 2010

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

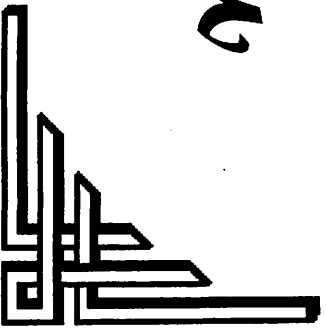
REQUEST NUMBER 15

DEPARTMENT: County Comm Appropriations REVIEWED: S. Thomas 2/18/2010
 DATE: 2/18/2010 Finance Director Date
 REQUESTED BY: Donald L. Mims, Administrator APPROVED: _____
 Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Chamber of Commerce	001-59320-483	307,000	2,250	309,250
Misc In House Appropriations	001-59310-499	119,300	-2,250	117,050
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		426,300	0	426,300

JUSTIFICATION:

To provide one-half the funding for the cost of updating the comprehensive revenue comparative report for Montgomery City and County. The update will be done by the Public Affairs Research Council of Alabama.



Montgomery County Commission

Certificate of Service

This certificate is presented to

Stella Henley

in recognition of 31 years of valuable service to the Montgomery County Commission, Montgomery County Appraisal Department, and the citizens of Montgomery County on the occasion of her retirement March 1, 2010.

Elton N. Dean, Sr., Chairman

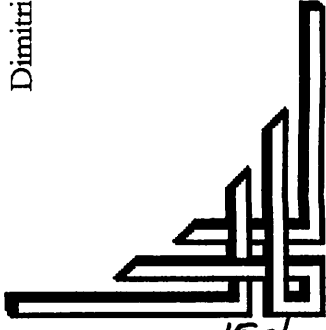
Reed Ingram, Vice Chairman

Dimitri Polizos

Jiles W. Williams, Jr.

Ham Wilson, Jr.

Agenda
FEB 22 2010



Elton N. Dean, Sr., Chairman
Reed Ingram, Vice Chairman
Ham Wilson
Dimitri Polizos
Jiles Williams, Jr.
Donald L. Mims, Administrator
John Mitchell, Deputy Administrator



Paul St. John, Director
334-832-2526
Pat Silas, Assist Director
334-832-1269
Pat Litchfield,
Plant Maintenance Engineer
334-832-2510

FEBRUARY 3, 2010

To: John Mitchell, Deputy Administrator

From: Paul St. John PS

Subject: Painter I position

The Position Fill Request for the Painter I position is for a vacancy, where Chadderick Thomas resigned his position with Montgomery County. I would like to fill this position with a Service Maintenance Worker III and the vacated position will be abolished. Your help in this matter will be appreciated.

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: SUPPORT SERVICES

DEPARTMENT HEAD: PAUL ST. JOHN, DIRECTOR

SUPERVISOR: PAT LITCHFIELD, PLANT MAINT. ENGINEER

COMPLETED ACTION DATES

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

1. POSITION TITLE 0744 PAINTER I

POSITION NUMBER 052 Replacement of Chadderick Thomas

PROPOSED EFFECTIVE DATE MARCH 8, 2010

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER (X) UPGRADE

() OPEN COMPETITIVE REGISTER () RE-EMPLOYMENT

PAY GRADE S07- Step 1 \$24,261

Pay step to be based upon City and County of Montgomery Personnel Board Rules and Regulations Rule VI, Section 10(a)-Promotions.

Department Head DATE _____

2. ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding Authority DATE _____

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

DEPARTMENT: Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Michael Provitt / Rose McWhorter

COMPLETED ACTION DATES

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

1. POSITION TITLE: Cook

POSITION NUMBER: 001-526020-044 (to replace Amanda Nettles)

PROPOSED EFFECTIVE DATE: 03/08/10

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

- () PROMOTIONAL REGISTER (X) TRANSFER Pay step to be based upon City and County of Montgomery Personnel Rules and Regulations, Rule VI, Section 10 (c) Transfers.
() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A02 (\$21,830/\$839.63/\$10.4954)

Bruce R. Howell

Department Head

2/18/2010
Date

2. ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date

4. SELECTEE: Tyrone Newton

Charles Priel

Appointing Authority

2/18/2010
Date

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

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB 22 2010

Request # 10

Date: February 11, 2010
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Washington, DC

Departure Date: March 2, 2010 Return Date: March 4, 2010

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: to attend meeting with the Alabama Congressional delegation

Traveler (s) Name: 1. Ham Wilson, Jr. 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,268.52 Advance Registration Required: \$0.00

Department Name: County Commission Fund Name: General

Additional Comments: 567.72 - Hotel; 350.80 - Airfare; 25.00 - Long-Term Airport Parking;
100.00 - Shuttle/Taxi Service; 225.00 - Meals

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 02/22/10 reimbursement of actual and necessary expenses in the
approximate amount of \$1,268.52 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$7,981.20</u>
Budget Available:	<u>\$17,018.80</u>
Current Requests:	<u>\$1,268.52</u>
Budget Balance:	<u>\$15,750.28</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/11/2010

cc: Finance Director / Buyer

18-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

Agenda

FEB 22 2010

Date: February 16, 2010
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL
Departure Date: May 5, 2010 Return Date: May 6, 2010
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: ALGTI Course: Ethical and Legal Issues

Traveler (s) Name: 1. Ham Wilson, Jr. 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$175.00 Advance Registration Required: \$175.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration Fee - 175.00

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 02/22/10 reimbursement of actual and necessary expenses in the
approximate amount of \$175.00 and advance registration of \$175.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$7,981.20</u>
Budget Available:	<u>\$17,018.80</u>
Current Requests:	<u>\$1,443.52</u>
Budget Balance:	<u>\$15,575.28</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/16/2009

cc: Finance Director / Buyer

18-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 12

Agenda

FEB 22 2010

Date: February 16, 2010
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL

Departure Date: June 9, 2010

Return Date: June 10, 2010

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: ALGTI Course: Roads & Bridges

Traveler (s) Name: 1. Ham Wilson, Jr. 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

☐
☒

Commercial Air

☐
☐

Private Vehicle

Other (Specify)

Total (est.) Cost: \$175.00

Advance Registration Required: \$175.00

Department Name: County Commission

Fund Name: General

Additional Comments: Registration Fee - 175.00

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 02/22/10 reimbursement of actual and necessary expenses in the
approximate amount of \$175.00 and advance registration of \$175.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-51100-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$7,981.20</u>
Budget Available:	<u>\$17,018.80</u>
Current Requests:	<u>\$1,618.52</u>
Budget Balance:	<u>\$15,400.28</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/16/2010

cc: Finance Director / Buyer

18-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Agenda

FEB 22 2010

Date: February 10, 2010
To: Donald L. Mims, Administrator
From: Lou Ialacci
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL -- Dell Seminar

Departure Date: March 4, 2009

Return Date: March 4, 2009

Conference Leave (Days / Hours): 5 Hours

Purpose of Travel: Training on Dell's new storage solution.

Traveler (s) Name: 1. Alfred Jones 4. _____
2. Larry Kennedy 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

☐
XXX

Commercial Air

☐
☐

Private Vehicle

Other (Specify)

Total (est.) Cost: \$100.00

Advance Registration Required: \$0.00

Department Name: Information Systems Dept

Fund Name: _____

Additional Comments: _____

To: Lou Ialacci

From: Donald L. Mims, Administrator

The above request is app. 02/22/10 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51965-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$20,000.00</u>
Approved Requests:	<u>\$8,020.00</u>
Budget Available:	<u>\$11,980.00</u>
Current Requests:	<u>\$100.00</u>
Budget Balance:	<u>\$11,880.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/11/2010

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB 22 2010

Request # 5

Date: February 8, 2010
To: Donald L. Mims, Administrator
From: Lou Ialacci
Re: Travel / Training Request

[Signature]

Request approval to be granted for the following:

Destination: Memphis, TN -- Fujitsu Authorized Service Provider (ASP) Training

Departure Date: March 14, 2009 Return Date: March 19, 2009

Conference Leave (Days / Hours): 5 Days

Purpose of Travel: To become Certified ASP's for all the MCSO, newly purchased Fujitsu notebooks.
This mandatory training provides the IT dept with legal authority to troubleshoot
and repair Fujitsu's computer equipment without violating the warranty.

Traveler (s) Name: 1. Alfred Jones 4. _____
2. Rodney Smith 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,500.00 Advance Registration Required: \$0.00

Department Name: Information Systems Dept Fund Name: _____

Additional Comments: estimated costs - hotel - \$1400, mileage \$350, meals \$750

To: Lou Ialacci

From: Donald L. Mims, Administrator

The above request is app. 02/22/10 reimbursement of actual and necessary expenses in the
approximate amount of \$2,500.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51965-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$8,020.00</u>	
Budget Available:	<u>\$11,980.00</u>	
Current Requests:	<u>\$2,600.00</u>	
Budget Balance:	<u>\$9,380.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/11/2010

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB 22 2010

Request # 5

Date: February 5, 2010
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Ala.
Departure Date: February 24, 2010 Return Date: February 26, 2010
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Attend Alabama Conference on Social Work

Traveler (s) Name: 1. Patricia Strickland 4. _____
2. Warren Brantley 5. _____
3. Linda Parsley-Engle 6. _____

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

Total (est.) Cost: \$800.00 Advance Registration Required: _____

Department Name: Youth Facility Fund Name: 001-52603-265

Additional Comments: _____

To: Bruce R. Howell

From: Donald L. Mims, Administrator

The above request is app. 02/22/10 reimbursement of actual and necessary expenses in the
approximate amount of \$800.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52603-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$15,000.00</u>
Current Requests:	<u>\$800.00</u>
Budget Balance:	<u>\$14,200.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/8/2010

cc: Finance Director / Buyer

18-6

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Agenda

FEB 22 2010

Date: February 17, 2010
To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director
Re: Travel / Training Request

[Handwritten signature]

Request approval to be granted for the following:

Destination: College Park, Georgia

Departure Date: March 17, 2010

Return Date: March 17, 2010

Conference Leave (Days / Hours): 1 day

Purpose of Travel: Attend New World Systems Logos.NET Southeast User Group Meeting

Traveler (s) Name: 1. Sherrill Thomas 4. Shirley Bazzell
2. Lou Ialacci 5. _____
3. Greg Banach 6. _____

Check Mode of Transportation:

County Vehicle

☐
☒

Commercial Air

☐
☐

Private Vehicle

Other (Specify)

Total (est.) Cost: \$253.00

Advance Registration Required: \$0.00

Department Name: Finance

Fund Name: General

Additional Comments: Mileage \$153 Lunch \$100

Expense will be paid through New World training budget

To: Sherrill R. Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 02/22/10 reimbursement of actual and necessary expenses in the
approximate amount of \$253.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	001-59310-586	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	\$150,000.00	
Approved Requests:	\$31,831.50	
Budget Available:	\$118,168.50	
Current Requests:	\$253.00	
Budget Balance:	\$117,915.50	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/17/2010

cc: Finance Director / Buyer

18-7

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

Agenda

FEB 22 2010

Date: February 18, 2010
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

SKM

Request approval to be granted for the following:

Destination: Orlando, FL
Departure Date: June 5, 2010 Return Date: June 9, 2010
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: to attend the PRIMA 2010 Annual Conference

Traveler (s) Name: 1. Scott Kramer 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,750.00 Advance Registration Required: \$560.00

Department Name: Risk Management Fund Name: General Liability

Additional Comments: Registration - 560.00; Hotel - 590.00; Food - 300.00; Airline Ticket - 300.00

To: Scott Kramer, Risk Manager
From: Donald L. Mims, Administrator

The above request is app. 02/22/10 reimbursement of actual and necessary expenses in the
approximate amount of \$1,750.00 and advance registration of \$560.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>007-51120-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$16,000.00</u>
Approved Requests:	<u>\$1,317.91</u>
Budget Available:	<u>\$14,682.09</u>
Current Requests:	<u>\$1,750.00</u>
Budget Balance:	<u>\$12,932.09</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/18/2010

cc: Finance Director / Buyer

18-8

FEB 22 2010

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 4

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	2/5/2010
			Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:		
	Elected Official/Dept. Head		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Construction Equipment	111-53100-561	496,309	(238,480)	257,829
Construction Equipment	111-53200-561	0	238,480	238,480
TOTAL		496,309	0	496,309

JUSTIFICATION:

Transfer from the Construction Equipment Code to cover the purchase of 1 - Wheeled Excavator for District I utilizing the ACCA County Joint Bid Project

FEB 22 2010
BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 5

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	2/18/10
			Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:		
	Elected Official/Dept. Head		Administrator	Date
		2/18/2010		

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Construction Equipment	111-53100-561	257,829	(40,139)	217,690
Other Equipment Purchases	111-53300-591	7,453	15,170	22,623
Other Equipment Purchases	111-53400-591	0	24,969	24,969
TOTAL		265,282	0	265,282

JUSTIFICATION:

Transfer from the Construction Equipment Code to cover the purchase of 2 - Rotary Cutters for District II and 3 - Rotary Cutters for District III

IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA

TOWN OF PIKE ROAD,

Plaintiff,

vs.

CITY OF MONTGOMERY,

Defendant.

CASE NO. CV-2005-948

CASE NO. CV-2007-900684

**MONTGOMERY COUNTY, ALABAMA,
MONTGOMERY COUNTY COMMISSION,**

Plaintiffs,

vs.

**THE TOWN OF PIKE ROAD,
GORDON STONE, in his official capacity
as Mayor,**

Defendants.

CASE NO. CV-2007-900684

CITY OF MONTGOMERY,

Plaintiff,

vs.

**TOWN OF PIKE ROAD, and
HOME DEPOT U.S.A., INC.,**

Defendants.

CASE NO: CV-2008-1559

STIPULATION AND AGREEMENT OF SETTLEMENT AND COMPROMISE

Subject to the terms and conditions hereof, the plaintiff, Town of Pike Road in CV-2005-948 and the defendant in CV-2007-900684 and CV-2008-1559, (referred to herein as "Pike Road"), the defendant in both CV-2005-948 and CV-2007-900684 and the plaintiff in CV-2008-

1559, City of Montgomery, (referred to herein as "Montgomery"), and the plaintiff in CV-2007-900684, Montgomery County and Montgomery County Commission, (jointly referred to herein as "Montgomery County"), and Home Depot, a defendant in CV-2007-900684 and CV-2008-1559 (referred to herein as "Home Depot"), in consideration of the covenants and agreements set forth herein, agree to the settlement of this action, subject to Court approval and certain legislation detailed herein becoming law, upon the following terms and conditions, and do hereby stipulate and agree as follows:

RECITALS

WHEREAS, the City of Montgomery and the Town of Pike Road have both challenged several annexations passed by each of the respective governing bodies in the above-entitled lawsuits and remain in dispute over the legality of the said annexations; and

WHEREAS, Home Depot USA, Inc. was added to one or more of the above-entitled actions as a necessary party; and

WHEREAS, the parties wish to settle their disputes by way of the agreements, terms, and stipulations contained herein.

TERMS OF SETTLEMENT

NOW, THEREFORE IT IS HEREBY STIPULATED AND AGREED by all parties as follows:

I. Benefits From and Conditions of Settlement.

A. All actions, claims, demands, causes of actions, and liabilities which are asserted or which could be asserted by or on behalf of any party in this litigation relating to the annexations and the corporate limits of each municipality or any other matters challenged in these cases shall be resolved on the terms and conditions hereinafter provided.

B. All parties shall jointly petition the Circuit Court of Montgomery County, to consolidate CV-2007-900684 and CV-2008-1559 with CV-2005-948 for settlement purposes only;

C. Upon the consolidation of the cases, the parties shall submit this Agreement to the Court for the entry of a judgment substantially in the form of the proposed order attached as Exhibit A, which (i) approves this Settlement Agreement; enters declaratory relief that approves the Release set out in Section II and dismisses with prejudice all claims asserted or which could have been asserted in these litigations by or on behalf of all parties relating to the Released Claims as defined in Section II below; (ii) bars and enjoins all parties from filing, pursuing, continuing, or participating as a litigant in any separate individual lawsuit or action relating to the Released Claims and/or from encouraging any person to file such an action; and (iii) reserves jurisdiction over all matters related to the administration, implementation, interpretation, and enforcement of the Settlement Agreement. The Court's order will provide that the order will not be a final judgment unless and until the bills described in Section I, Paragraphs (1) and (3) become law. The Court's order will become a final judgment upon said bills becoming law. The Court's order shall further provide that if the said bills do not become law, the order shall be set aside upon motion by any party to the consolidated cases.

D. All the transactions and undertakings herein are subject to approval by the Court and entry of a final judgment as outlined above. This Settlement is further conditioned on the affirmance by each appellate court, in which any appeal or other petition for review is filed, if any appeal is taken from any such orders or judgments. However, all parties agree not to file an appeal of any judgment that is substantially in the form as set forth in Exhibit A. All parties

agree that if a third party (external to the parties in this settlement) challenges any provision of this settlement, all parties will provide legal counsel and work to defend the settlement.

E. Upon entry of the Court's judgment in these cases, the parties shall jointly submit a series of bills to the Alabama Legislature, the passage of which will authorize all the actions taken by the Court in its judgment. The terms of this Agreement will become effective when the bills described in Section I, Paragraphs (1) and (3) become law. Upon the occurrence of the events described in this paragraph, Montgomery and Pike Road shall jointly dismiss any other adversarial proceedings involving these parties that are currently pending in any other court and that involve any of the matters that are the subject of this Stipulation and Agreement of Settlement and Compromise ("this Agreement").

F. The map attached hereto as Exhibit B is a correct depiction of the area in dispute.

G. The parcels of property depicted on the map attached as Exhibit B as shaded in yellow will hereafter be defined as lawfully annexed or incorporated into the corporate limits of Pike Road, which map will be attached to a local bill called the "Pike Road Boundary Line Bill" as described in this Agreement. The parcels of property depicted on the map attached as Exhibit B as shaded in blue, including light blue, dark blue and blue hatch, will hereafter be defined as lawfully annexed or incorporated into the corporate limits of Montgomery, which map will be attached to a local bill called the "Montgomery Boundary Line Bill" as described in this Agreement.

H. Montgomery, Pike Road, and Montgomery County shall enter into a revenue sharing agreement, the duration of which shall be in perpetuity unless the parties to the said agreement mutually agree otherwise, whereby there will be levied a sales and use tax on all transactions occurring on the land identified by the immediately following tax parcel numbers

(hereinafter referred to as the shared tax area) at the then highest prevailing tax rate of either Montgomery or Pike Road as determined on a month to month basis with the proceeds of such tax being paid equally to the City of Montgomery and the Town of Pike Road, to wit:

09-06-23-02-000-002.000
09-06-23-02-000-003.001
09-06-23-02-000-003.002

Additionally, if any of the land identified by the immediately following tax parcel numbers is annexed by either the City of Montgomery or the Town of Pike Road that land shall become subject to this revenue sharing agreement the same as the land identified by the parcels previously listed, to wit:

09-06-23-02-000-003.006
09-06-23-02-000-003.007
09-06-23-02-000-003.008
09-06-23-02-000-003.003
09-06-23-02-000-003.004

The sales and use tax revenues will be collected by the City of Montgomery on these parcels so long as they remain inside the corporate limits of the City of Montgomery, and the City of Montgomery will remit to the Town of Pike Road its equal share (50%) of the tax receipts within 30 days of the collection of those tax receipts by the City of Montgomery. When the tax receipts are remitted to the Town of Pike Road, the City of Montgomery will include a report which will reflect the revenues from which the tax receipts are remitted to the Town of Pike Road.

Montgomery and Pike Road will share equally in the incentive payment of seventy-five thousand dollars (\$75,000) per year due to Home Depot and the incentive payment of seventy-five thousand dollars (\$75,000) per year due Wal-Mart beginning when bills referred

to in Section I, Paragraphs (1) and (3) below become law. Prior to that time, Pike Road will bear the cost of all incentive packages for Home Depot. Pike Road and Montgomery will each pay 50% of legal fees incurred by Home Depot as a result of the settlement negotiations between Montgomery, Pike Road and Home Depot which combined payment shall not exceed a total amount of five thousand dollars (\$5,000). If at any time any portion of the parcels listed in this section is not within the municipal limits of Montgomery or Pike Road, then Montgomery County, to the extent permitted by law, agrees to levy and collect the agreed-upon sales and use tax at the rates set out herein above. The County shall remit to each Montgomery and Pike Road, fifty percent (50%) of the sales and use tax collected by the County in excess of the generally applicable sales and use tax rates in the County. Upon the bills referred to Section I, Paragraphs (1) and (3) becoming law, the City of Montgomery will assume all responsibility for providing municipal services in the area described by the above-listed tax parcel numbers which are inside the corporate limits of the City of Montgomery, and shall bear any expenses associated therewith. The City of Montgomery shall have this responsibility with respect to each parcel so long as said parcel remains inside the corporate limits of the City of Montgomery. All parties agree that there will be no disruption in services or change in operations for any of the businesses located within the shared tax area after the Court's judgment in this case becomes final. Further, except upon application by the property owner, the City of Montgomery shall abide by any actions taken or rulings made by the Town of Pike Road affecting the shared tax area prior to the final order referenced herein which allows for or restricts the use of land, zoning, or site development. Upon the execution of this Settlement Agreement, Pike Road will take no action within the Shared Tax Area which allows for or restricts the use of land, zoning or site development on property designated for inclusion within the corporate limits of the City of Montgomery without the consent of the City of Montgomery.

I. All parties agree that bills containing the provisions listed herein below will be submitted to the Alabama Legislature.

(1.) Two bills, attached hereto as Exhibits C and Exhibit D, will be submitted to the Legislature which shall establish the boundary lines and corporate limits of Pike Road and Montgomery, respectively.

(2.) One bill, attached as Exhibit E, shall authorize a special annexation election to be held in the territory that encompasses the Woodland Creek subdivision (platted lots and unplatted parcels) and which is depicted as blue hatch on the map attached as Exhibit B. Such bill will include a provision that the election will be held among those persons and entities owning real property in the Woodland Creek development, who owned real property within the boundaries of the Woodland Creek subdivision on the date of the election referenced in this paragraph and on the effective date of the act referenced in this paragraph, if such act becomes law. Each landowner shall have one vote for each platted lot owned and one vote for each unplatted parcel owned. Multiple owners of a single lot or parcel shall be entitled to only one vote jointly in connection with the ownership of that lot or parcel.

Further, the bill shall provide that if the landowners owning 60% of the platted lots and unplatted parcels within that territory vote for annexation into the Town of Pike Road, the territory as a whole will be thereby annexed into the Town of Pike Road. Otherwise, the territory as a whole will remain within the corporate limits of the City of Montgomery. The parties agree that neither party shall make any effort, directly or indirectly, to canvass support, campaign, or otherwise persuade landowners to vote one way or the other. No other bills referenced herein are contingent upon passage of this bill. However, this bill is contingent upon the Court's order becoming final.

(3.) In addition, the parties agree that a general bill, attached as Exhibit F, will be submitted to the Alabama Legislature which authorizes municipalities with overlapping police jurisdictions to levy a special sales and use tax within either municipality and to share the revenues therefrom. The said bill shall authorize the municipalities with overlapping police jurisdictions to enter into revenue sharing agreements in the form of that included in Section H. This bill is a companion bill to those bills referenced in Section I, Paragraph (1). However, while the passage of the bills referenced in Section I, Paragraph (1) are contingent upon the passage of this bill, this bill is not contingent upon the passage of the bills outlined in Section I, Paragraphs (1), (2) or (4).

4. Montgomery and Pike Road shall submit a bill to the Legislature, attached as Exhibit G, which will approve and validate the order of the Circuit Court of Montgomery referenced herein.

J. The City of Montgomery and the Town of Pike Road shall not directly annex, lobby for, or support the annexation of the land identified by the below-listed tax parcel numbers for a period of five (5) years after entry of the final order herein, to wit:

ID Number	Parcel Number
1	07-09-31-00-000-003.000
2	08-07-36-00-000-009.000
3	17-01-01-00-000-001.009
4	17-01-01-00-000-001.002
5	17-01-01-00-000-001.005
6	17-01-01-00-000-005.000
7	17-01-01-00-000-006.001
8	17-01-01-00-000-008.000
9	17-01-01-00-000-009.000
10	17-01-01-00-000-010.000
11	17-01-01-00-000-011.000
12	18-03-06-00-000-004.003
13	18-03-06-00-000-004.005
14	18-03-08-00-000-004.006
15	18-03-06-00-000-004.010
16	18-03-06-00-000-004.011
17	18-03-06-00-000-004.012
18	17-01-01-00-000-001.000

19	17-01-12-00-000-008.000
20	08-09-32-00-000-003.000
21	17-02-03-00-000-001.000
22	17-02-03-00-000-001.001
23	17-01-01-00-000-001.003
24	17-01-01-00-000-001.004
25	17-01-01-00-000-001.001
26	17-01-01-00-000-012.000
27	18-03-06-00-000-004.004
28	17-04-18-00-000-004.000
29	17-04-19-00-000-004.000
30	17-09-30-00-000-001.000
31	17-04-19-00-000-003.000
32	17-04-19-00-000-002.000
33	17-09-29-00-000-004.000
34	17-04-19-00-000-001.000
35	17-04-20-00-000-002.000
36	17-04-20-00-000-001.000
37	17-05-16-00-000-005.001
38	17-05-16-00-000-005.000
39	17-05-21-00-000-001.000
40	17-05-22-00-000-003.000
41	16-06-13-00-000-034.000
42	16-06-24-00-000-001.000
43	16-07-25-00-000-001.000

K. The City of Montgomery and Montgomery County shall make no claim to the tax revenues which have been collected by the Town of Pike Road from transactions occurring at the Home Depot and Wal-Mart stores located on Chantilly Parkway prior to the passage of the legislation referenced herein, and that they shall not oppose or dispute Pike Road's claim to the said revenues collected prior to the finality of the order of the Circuit Court referenced herein.

L. Each municipality and the County shall abide by and recognize this Court's delineation of the corporate limits of Pike Road and Montgomery as depicted on the map attached as Exhibit B and as provided in this Agreement as the actual boundaries of the respective municipalities as of the date legislation referenced Section I, Paragraphs (1) and (3) herein become law. Each municipality agrees to abide by and recognize any actions taken or

rulings made by the other municipality affecting the area depicted in either blue, yellow, or blue-hatch on the map attached hereto as Exhibit B prior to the legislation referenced in Section I, Paragraphs (1) and (3) becomes law herein which allows for or restricts the use of land, zoning, or site development. Upon execution of this Settlement Agreement, neither municipality will take action which allows for or restricts the use of land, zoning, or site development on property designated for inclusion within the corporate limits of the other municipality without the consent of the other municipality.

M. The parties, by agreeing to the terms of this Settlement, do not admit, but to the contrary deny, any liability or wrong-doing in any form or fashion, but have entered into this Settlement Agreement to avoid the expense, adverse publicity, and uncertainty of litigation, and for other reasons set forth above. The parties strongly contend that each annexation to each respective municipality was proper and legal.

N. Subject only to the Court's order (and upon a final binding affirmance or dismissal in the event of an appeal). becoming a final judgment, all claims whatsoever which were or could have been asserted by the parties against the other parties regarding the Released Claims (as defined in Section II below) shall be dismissed with prejudice. Upon entry (and final binding affirmance or dismissal in the event of appeal) of the final judgment provided for in this Settlement Agreement, and without further action by anyone, each and all parties shall be deemed to have released the other parties as set forth in Section II below. Further, the parties agree to jointly submit an application for dismissal of the case pending in the Probate Court of Montgomery County, Alabama numbered 05-645 and the Alabama Supreme Court case numbered 1050151 when the bills referenced in Section I, Paragraphs (1) and (3) becomes law

O. If the Legislation as outlined in Section I, Paragraphs (1) and (3) does not become law and/or if this Settlement is not approved in its entirety by the Court by a judgment

which conforms to the provisions of this Agreement: (i) the parties shall be restored to the status which existed prior to the execution of this Agreement; and (ii) the obligations of the parties to implement the Settlement, shall be null and void.

II. Released Claims.

Effective upon the bills described in Section I, Paragraphs (1) and (3) becoming law, as well as the final approval of all aspects of this Settlement by the Circuit Court of Montgomery County, Alabama, and the binding affirmance of said approval in the event of any appeal, the parties, do hereby fully, finally, and forever release the other parties, each of their past, present, and/or future, affiliated and related entities and persons, and their officers, employees, agents, successors, and assigns, separately and severally, of and from all claims, causes of action and liabilities (known or unknown) which have been or could be asserted by any party, whether arising under state or federal statutory or common law, to the extent such claims, causes of action or liabilities arise from, are connected with, or are in any way based upon or related to any allegation contained in the complaints, cross-claims and counterclaims related to any annexation which occurred on or before the date of this Settlement Agreement.

III. Procedures to Obtain Court Approval.

The parties shall, as soon as practicable after execution of this Settlement, take all necessary steps to obtain Court approval of the Settlement, as follows:

A. The parties will jointly petition for the consolidation of all three cases referenced within this Agreement. Upon consolidation, the parties shall apply jointly for entry of an Order with Respect to Proposed Settlement substantially in the form attached hereto as Exhibit A.

B. None of the parties to this Agreement will appeal the Order of this Court if and when such Order is entered.

IV. Other Actions.

If any Released Claims (as defined in Section II above) are brought by any person in any court, all parties shall cooperate to have the action (or actions) transferred to the Circuit Court of Montgomery County, Alabama and to seek dismissal of the action (or actions) or otherwise to have it resolved in accordance with this Settlement. This paragraph shall be binding upon all parties immediately upon the full execution of this Settlement Agreement and shall continue to be effective unless and until the Court's order is set aside or reversed or vacated on appeal.

V. Miscellaneous.

A. **Additional Documentation.** The parties agree to execute such additional documents as may be reasonably necessary to effectuate the Settlement.

B. All parties agree that the sales and use tax rate on all parcels in the shared tax area described in Section H will be the same rate.

C. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement may also be executed in duplicate originals each of which shall be deemed an original for all purposes.

D. **Entire Agreement.** This document and the exhibits referenced herein constitute the entire agreement between the parties with regard to the subject matter hereof and all negotiations, oral or otherwise, prior to the execution of this Settlement Agreement are merged herein. The terms of this Agreement may not be modified, varied or amended except in writing signed by all parties hereto.

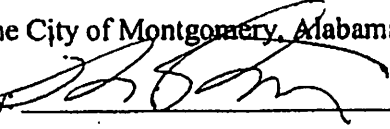
E. **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the parties hereto.

F. **Continuing Jurisdiction.** All proceedings with respect to the Settlement and the determination of all controversies relating thereto, including but not limited to implementation and enforcement of the judgment and of the terms of the Settlement and resolution of any disputed questions of law and fact with respect to the release of the Released Claims, shall be subject to the continuing jurisdiction of the Circuit Court of Montgomery County, Alabama.

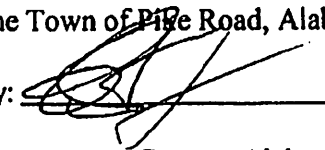
G. **Counsels' Authority to Execute.** Any attorney(s) executing this Settlement on behalf of their respective parties have been duly authorized and empowered to execute this Settlement on behalf of such party.

IN WITNESS WHEREOF, and as evidence of our understanding and voluntary execution of this document, we have hereunto set our hands and seals to this Settlement on this the ____ day of February, 2010.

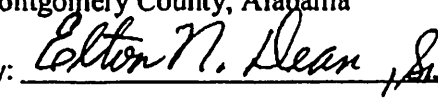
The City of Montgomery, Alabama

By:  Its Mayor

The Town of Pike Road, Alabama

By:  Its Mayor

Montgomery County, Alabama

By:  Its _____

Home Depot, Inc.

By: _____ Its _____

EXHIBIT C

SYNOPSIS: Currently the boundary lines of the Town of Pike Road, Montgomery County, Alabama, and the City of Montgomery, Montgomery County, Alabama, are uncertain and in dispute and the subject of litigation.

This bill is to make certain the boundary lines and establish the corporate limits of the Town of Pike Road so as to include all of the territory designated on the attached map to be within the corporate limits of the Town of Pike Road, and is companion legislation to a similar bill to establish the boundary lines and corporate limits of the City of Montgomery and other related legislation, each and all of which are interrelated and an integral part of the settlement approved and ordered by the Circuit Court of Montgomery County, Alabama.

A BILL

TO BE ENTITLED

AN ACT

To establish the boundary lines of the Town of Pike Road, Montgomery County, Alabama, so as to include and annex within the corporate limits of said Town all territory encompassed within the area and with the boundary lines shown on the map attached, which accurately depicts all the territory to be included within and annexed into the corporate limits of the Town.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

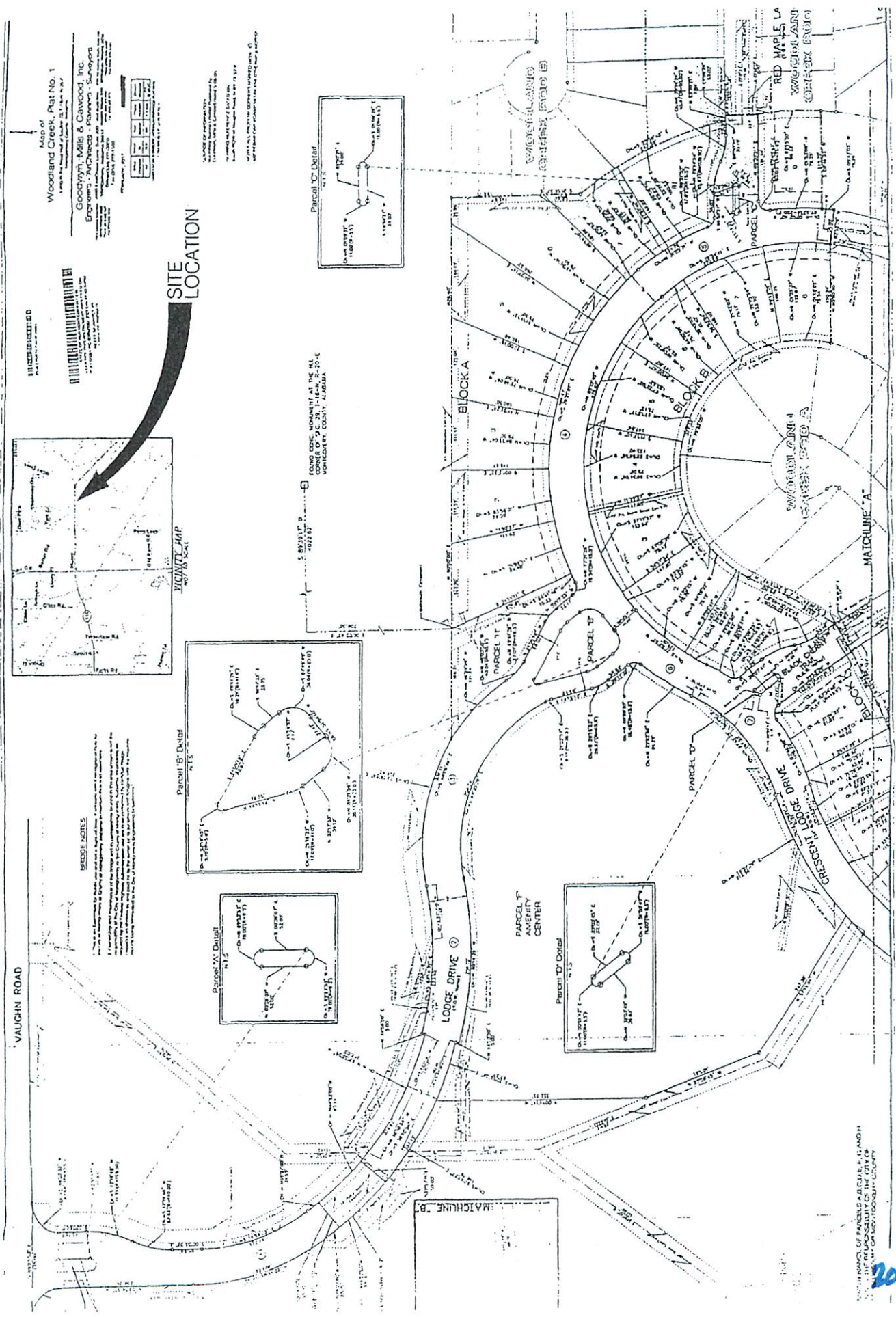
1 **Section 1.** The boundary lines of the Town of Pike Road,
2 Montgomery County, Alabama, are hereby established and altered, rearranged or
3 changed so as to include within the corporate limits of the Town of Pike Road, all
4 of the territory in Montgomery County, shown on the attached plat or map of such
5 territory in yellow.

6 **Section 2.** A map showing the territory proposed to be included
7 within the corporate limits of the Town of Pike Road effective with this act is on
8 file in the Office of the Judge of Probate in Montgomery County, Alabama, and
9 such map is open to the inspection of the public.

10 **Section 3.** Upon this act becoming effective, the territory included
11 within the boundary lines and corporate limits of the Town of Pike Road shown
12 on the attached plat or map are established. The annexation or attempted
13 annexation of any other territory within Montgomery County by the Town of Pike
14 Road, which was in dispute in litigation between the Town of Pike Road and the
15 City of Montgomery, is hereby vacated and such territory, including without
16 limitation parcel nos. 09-06-23-02-000-002.000, 09-06-23-02-000-003.001, and 09-06-
17 23-02-000-003.002, is hereby de-annexed from the Town of Pike Road.

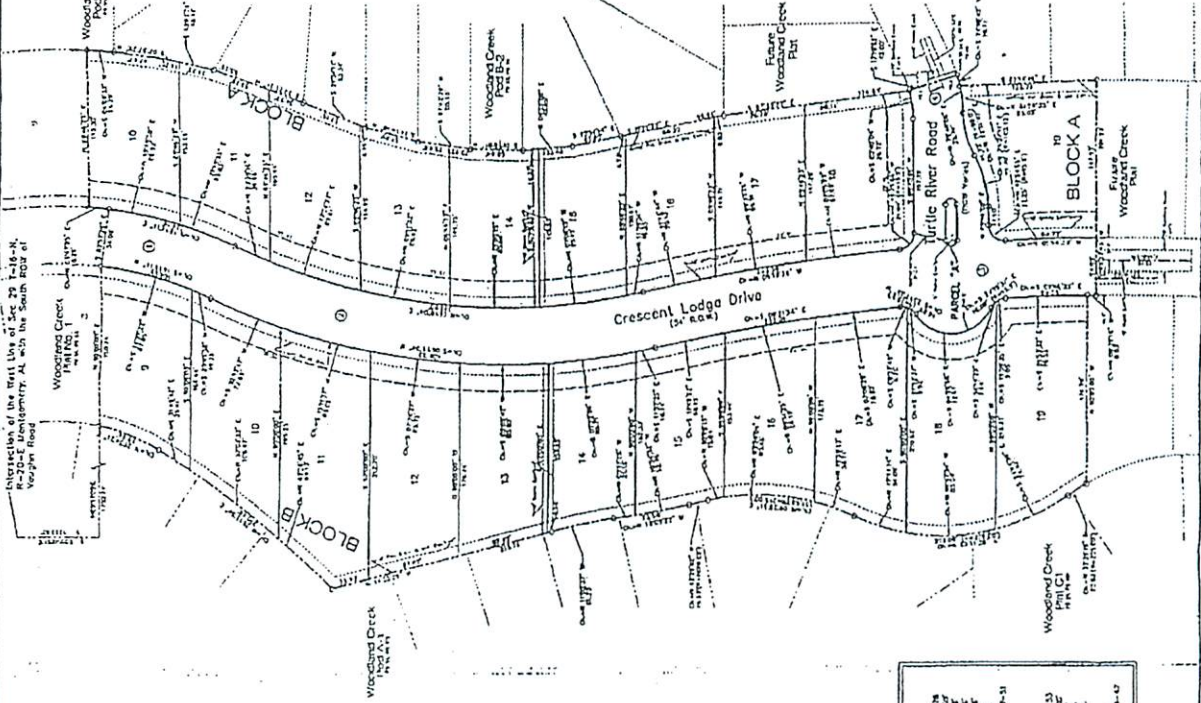
18 **Section 4.** This act was adopted by the Legislature pursuant to its
19 plenary power with respect to municipalities and particularly with respect to the
20 boundaries and territories included within the corporate limits of municipalities.
21 The Legislature determines and finds that a property description other than that
22 contained on the plat or map attached to this act and recorded in the Office of the
23 Judge of Probate of Montgomery County, Alabama for public inspection is
24 unnecessary to accomplish purposes of this act to approve the boundaries and
25 territories as found and ordered by the Circuit Court of Montgomery County,
26 Alabama in settlement of the pending litigation relating to disputes over
27 boundaries and territories of the City of Montgomery and the Town of Pike Road.

1 **Section 5.** This act shall become effective upon the passage and
2 approval by the Governor, or upon its otherwise becoming law, and upon the
3 passage and approval of a companion act establishing the boundary lines and
4 corporate limits of the City of Montgomery, and an act relating to municipal
5 taxation which authorizes the levy and sharing of sales and use tax in settlement
6 of a dispute with regard to boundaries or territory.



20-18

INTERSECTION
of the West Line of Sec 29 T-18-N,
R-10-E, Township 18N, Range 10E,
with the South Road of
Woodland Creek

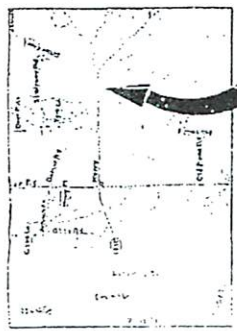


Map of Woodland Creek Plat 2

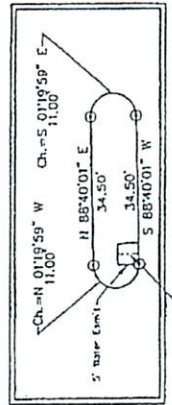
Goodwyn, Mills & Cawood, Inc.
Engineers - Architects - Planners - Surveyors
1331 E. 1st Avenue, Suite 200
Tulsa, Oklahoma 74103
Phone: (918) 438-1111
Fax: (918) 438-1112
E-mail: gmc@goodwynmills.com
www.goodwynmills.com

Block	Area	Permit	Owner
Block A	1.00	1.00	1.00
Block B	1.00	1.00	1.00

SITE LOCATION



THE PROPERTY REPRESENTED ON THIS PLAT WAS ACQUIRED BY THE CITY OF TULSA, OKLAHOMA, AND IS BEING OFFERED TO THE PUBLIC FOR SALE. THE CITY OF TULSA, OKLAHOMA, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CITY OF TULSA, OKLAHOMA, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CITY OF TULSA, OKLAHOMA, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.



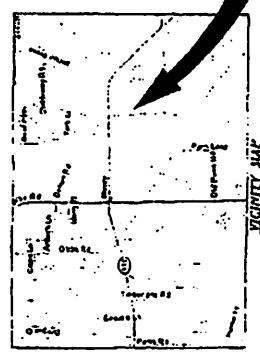
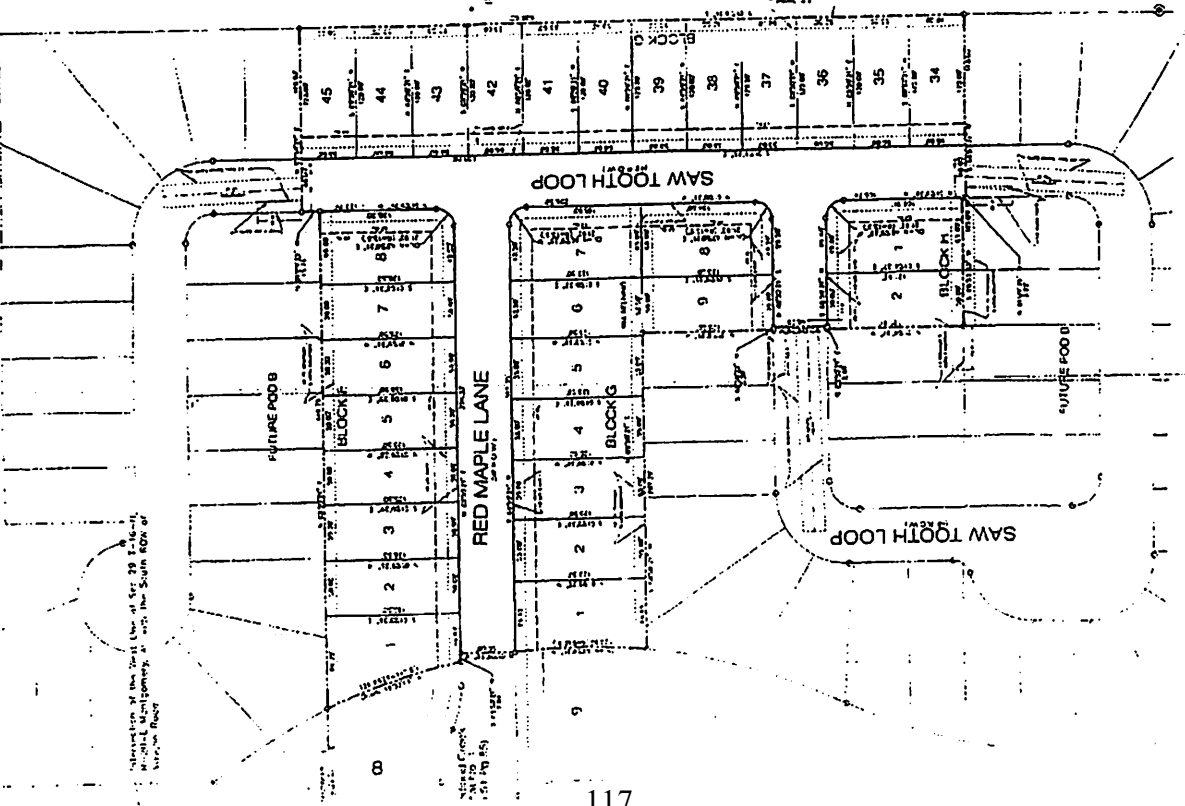
PARCEL "A"

Centerline Quota Data

Station	Length	Bearing	Angle	Distance
1	11.00	N 01°19'59" E	11.00	11.00
2	34.50	S 88°40'01" W	34.50	34.50
3	34.50	S 88°40'01" W	34.50	34.50
4	11.00	N 01°19'59" E	11.00	11.00

STATE OF OKLAHOMA
COUNTY OF TULSA
I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original plat as the same appears in the records of the County Clerk of the County of Tulsa, Oklahoma.

STATE OF OKLAHOMA
COUNTY OF TULSA
I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original plat as the same appears in the records of the County Clerk of the County of Tulsa, Oklahoma.



Map of
Woodland Creek Pod B, Part No. 1
Goodwyn, Mills & Cawood, Inc.
Engineers, Architects, Planners, Surveyors
10000 Woodland Creek Road
Suite 100
Woodland, California 95695
Phone: (916) 938-1111
Fax: (916) 938-1112

SITE LOCATION

117

On G Parcelation in
City of 2018 Pg 21(b)

1. The City of Woodland, California, hereby certifies that the information contained herein is true and correct to the best of its knowledge and belief. The City of Woodland, California, hereby certifies that the information contained herein is true and correct to the best of its knowledge and belief. The City of Woodland, California, hereby certifies that the information contained herein is true and correct to the best of its knowledge and belief.

1. The City of Woodland, California, hereby certifies that the information contained herein is true and correct to the best of its knowledge and belief. The City of Woodland, California, hereby certifies that the information contained herein is true and correct to the best of its knowledge and belief. The City of Woodland, California, hereby certifies that the information contained herein is true and correct to the best of its knowledge and belief.

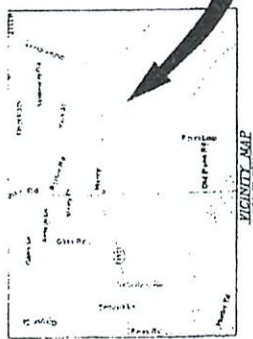


Woodland Creek Port B, Plot No. 1-A
1/23-91

Goodwin, M. & Cawood, Inc.
Engineers, Architects, Planners, Interiors
10000 N. 10th St., Suite 100
Phoenix, Arizona 85020
Tel: 480-948-1000
Fax: 480-948-1001

NO.	DATE	DESCRIPTION
1	1/23-91	Initial Survey
2	2/15-91	Final Survey
3	3/15-91	Final Survey
4	4/15-91	Final Survey
5	5/15-91	Final Survey
6	6/15-91	Final Survey
7	7/15-91	Final Survey
8	8/15-91	Final Survey
9	9/15-91	Final Survey
10	10/15-91	Final Survey
11	11/15-91	Final Survey
12	12/15-91	Final Survey

SITE LOCATION



Map of Vicinity
Vicinity Map
1001 to 1004
1001 to 1004

Woodland Creek Port B, Plot No. 1-A
1/23-91
Goodwin, M. & Cawood, Inc.
Engineers, Architects, Planners, Interiors
10000 N. 10th St., Suite 100
Phoenix, Arizona 85020
Tel: 480-948-1000
Fax: 480-948-1001

STATE OF ALABAMA
SHERIFF'S OFFICE
COUNTY OF ALBANY
JAN 19 1991

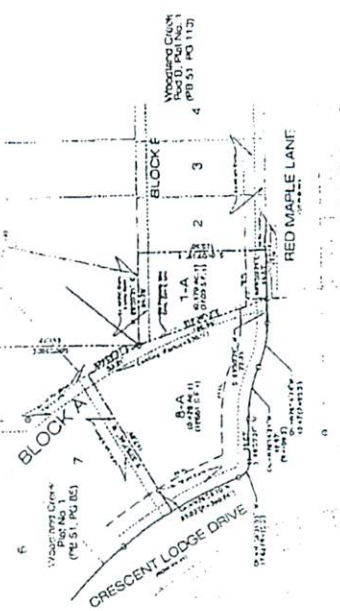
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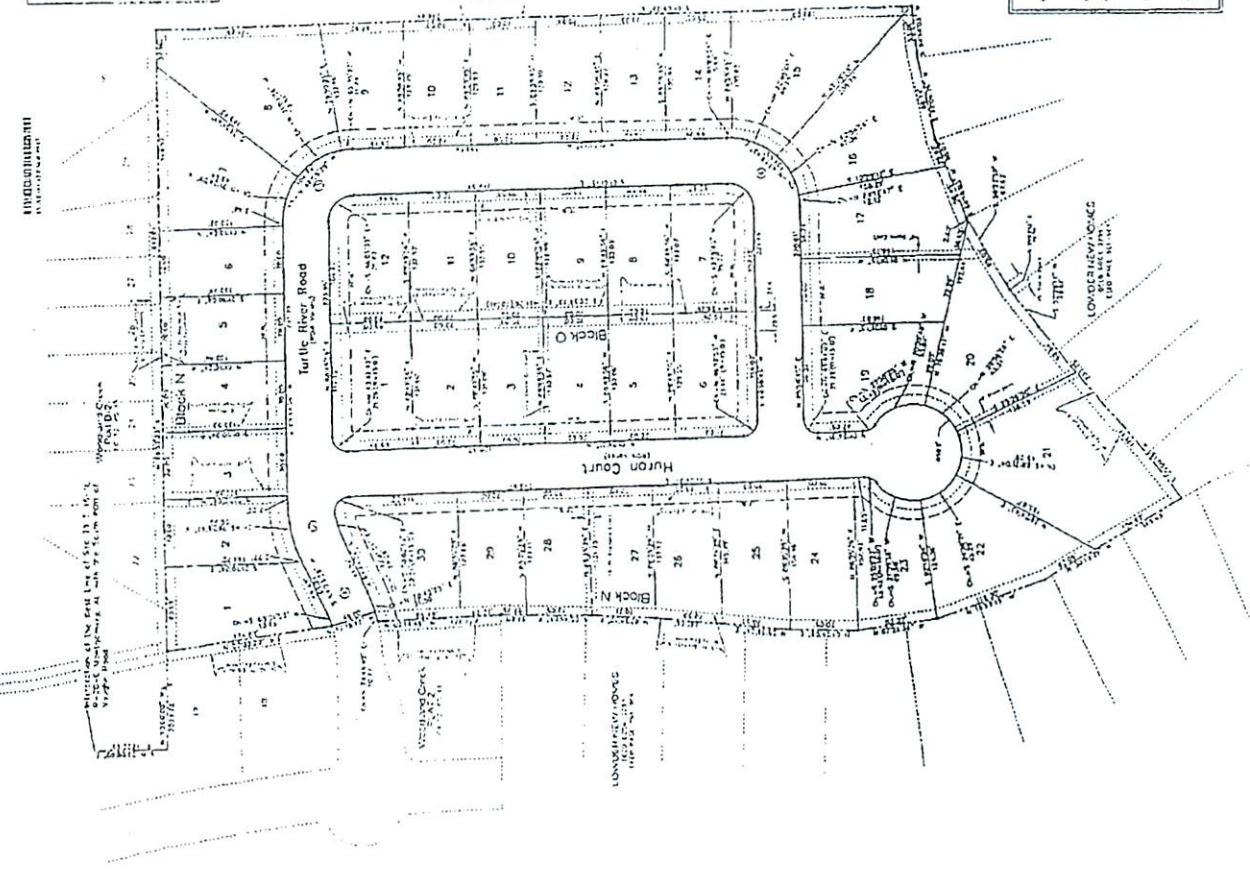
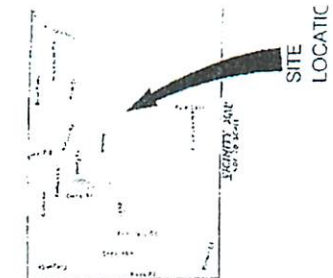
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Centerline Curve Data

Station	Length	Radius	Delta	Chord	Offset
1	100.00	100.00	90.00	141.42	14.14
2	100.00	100.00	90.00	141.42	14.14
3	100.00	100.00	90.00	141.42	14.14
4	100.00	100.00	90.00	141.42	14.14
5	100.00	100.00	90.00	141.42	14.14
6	100.00	100.00	90.00	141.42	14.14
7	100.00	100.00	90.00	141.42	14.14
8	100.00	100.00	90.00	141.42	14.14
9	100.00	100.00	90.00	141.42	14.14
10	100.00	100.00	90.00	141.42	14.14
11	100.00	100.00	90.00	141.42	14.14
12	100.00	100.00	90.00	141.42	14.14
13	100.00	100.00	90.00	141.42	14.14
14	100.00	100.00	90.00	141.42	14.14
15	100.00	100.00	90.00	141.42	14.14
16	100.00	100.00	90.00	141.42	14.14
17	100.00	100.00	90.00	141.42	14.14
18	100.00	100.00	90.00	141.42	14.14
19	100.00	100.00	90.00	141.42	14.14
20	100.00	100.00	90.00	141.42	14.14
21	100.00	100.00	90.00	141.42	14.14
22	100.00	100.00	90.00	141.42	14.14
23	100.00	100.00	90.00	141.42	14.14
24	100.00	100.00	90.00	141.42	14.14
25	100.00	100.00	90.00	141.42	14.14
26	100.00	100.00	90.00	141.42	14.14
27	100.00	100.00	90.00	141.42	14.14
28	100.00	100.00	90.00	141.42	14.14
29	100.00	100.00	90.00	141.42	14.14
30	100.00	100.00	90.00	141.42	14.14
31	100.00	100.00	90.00	141.42	14.14
32	100.00	100.00	90.00	141.42	14.14
33	100.00	100.00	90.00	141.42	14.14
34	100.00	100.00	90.00	141.42	14.14
35	100.00	100.00	90.00	141.42	14.14

WOODLAND CREEK POND E PLAT 1

Map of

Woodland Creek Pond E Plat 1

Scale: 1" = 100'

North Arrow

Site Location

Goodwyn, Mills & Cawood, Inc.

Engineers - Architects - Planners - Surveyors

10000 Woodland Creek Road, Suite 100

Woodland Creek, MO 64095

Phone: (417) 335-1111

Fax: (417) 335-1112

Website: www.gmci.com

PLAT 1

WOODLAND CREEK POND E PLAT 1

Map of

Woodland Creek Pond E Plat 1

Scale: 1" = 100'

North Arrow

Site Location

PLAT 1

WOODLAND CREEK POND E PLAT 1

Map of

Woodland Creek Pond E Plat 1

Scale: 1" = 100'

North Arrow

Site Location

EXHIBIT D

SYNOPSIS: Currently the boundary lines of the City of Montgomery, Montgomery County, Alabama, and the Town of Pike Road, Montgomery County, Alabama, are uncertain and in dispute and the subject of litigation.

This bill is to make certain the boundary lines and establish the corporate limits of the City of Montgomery so as to include all of the territory designated on the attached map to be within the corporate limits of the City of Montgomery, and is companion legislation to a similar bill to establish the boundary lines and corporate limits of the Town of Pike Road and other related legislation, each and all of which are interrelated and an integral part of the settlement approved and ordered by the Circuit Court of Montgomery County, Alabama.

A BILL
TO BE ENTITLED
AN ACT

To establish the boundary lines of the City of Montgomery, Montgomery County, Alabama, so as to include and annex within the corporate limits of said City all territory encompassed within the area and with the boundary lines shown on the map attached, which accurately depicts the territory to be included within and annexed into the corporate limits of the City.

1 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

2 Section 1. The boundary lines of the City of Montgomery,
3 Montgomery County, Alabama, are hereby established and altered, rearranged or
4 changed so as to include within the corporate limits of the City of Montgomery, in
5 addition to other territory lying outside the area, all of the territory in
6 Montgomery County, shown on the attached plat or map of such territory in blue
7 and blue hatch, which, without limiting the generality of the foregoing, includes
8 but is not limited to the following parcels, to wit:

9 (1) Parcel 09-06-23-02-000-002.000, being Lot 3 on the Home Depot Plat No.
10 1 as recorded in Plat Book 50, Page 9, in the Office of the Judge of Probate,
11 Montgomery County, Alabama, lying in the NW ¼ of Section 23, T 16 N, R
12 19 E, Montgomery County, Alabama.

13 (2) Parcel 09-06-23-02-000-003.001, being Lot B, Chantilly Station Plat No. 1
14 as recorded in Plat Book 51, Page 69, in the Office of the Judge of Probate,
15 Montgomery County, Alabama, being also Lot B-1, Chantilly Station Plat
16 No. 2, as recorded in Plat Book 52, Page 186, in said probate office, and
17 being located in NW ¼ of Section 23 and NE ¼ of Section 22, T 16 N, R 19 E,
18 Montgomery County, Alabama.

19 (3) Parcel 09-06-23-02-000-003.002, being Lot A, Chantilly Station Plat No. 1
20 as recorded in Plat Book 51, Page 69, in the Office of the Judge of Probate,
21 Montgomery County, Alabama, being located in NW ¼ of Section 23 and
22 NE ¼ of Section 22, T 16 N, R 19 E, Montgomery County, Alabama.

23 Section 2. A map showing the territory proposed to be included
24 within the corporate limits of the City of Montgomery effective with this act is on
25 file in the Office of the Judge of Probate in Montgomery County, Alabama, and
26 such map is open to the inspection of the public.

27 Section 3. Upon this act becoming effective, the territory included
28 within the boundary lines and corporate limits of the City of Montgomery shown

1 on the attached plat or map are established. The annexation or attempted
2 annexation by the City of Montgomery of any other territory within that part of
3 Montgomery County shown on the map is hereby vacated and such territory,
4 which was in dispute in litigation between the Town of Pike Road and the City of
5 Montgomery, is hereby de-annexed from the City of Montgomery; provided it is
6 not intended to vacate, de-annex or exclude from the corporate limits of the City
7 of Montgomery other territory located outside the area shown on the attached plat
8 or map.

9 **Section 4.** This act was adopted by the Legislature pursuant to its
10 plenary power with respect to municipalities and particularly with respect to the
11 boundaries and territories included within the corporate limits of municipalities.
12 The Legislature determines and finds that a property description other than that
13 contained on the plat or map attached to this act and recorded in the Office of the
14 Judge of Probate of Montgomery County, Alabama for public inspection is
15 unnecessary to accomplish purposes of this act to approve the boundaries and
16 territories as found and ordered by the Circuit Court of Montgomery County,
17 Alabama in settlement of the pending litigation relating to disputes over
18 boundaries and territories of the City of Montgomery and the Town of Pike Road.

19 **Section 5.** This act shall become effective upon the passage and
20 approval by the Governor, or upon its otherwise becoming law, and upon the
21 passage and approval of a companion act establishing the boundary lines and
22 corporate limits of the Town of Pike Road, and an act relating to municipal
23 taxation which authorizes the levy and sharing of sales and use tax in settlement
24 of a dispute with regard to boundaries or territory.

EXHIBIT E

SYNOPSIS: Currently the City of Montgomery and the Town of Pike Road, both in Montgomery County, Alabama, have a boundary line dispute that is the subject of litigation. The Woodland Creek subdivision has been annexed and is within the corporate limits of the City of Montgomery pursuant to the petition of the owner/developer prior to the sale of lots; since that time the lots have been sold and the ownership of the property has changed. In settlement of the litigation, the City of Montgomery and the Town of Pike Road have agreed to request the Legislature to authorize a special election to decide whether Woodland Creek subdivision will remain within the corporate limits of the City of Montgomery, or shall become a part of the Town of Pike Road.

This bill authorizes a special election of the qualified owners of the real property within the platted and unplatted portions of Woodland Creek subdivision to determine whether all the territory in that subdivision should remain within the corporate limits of the City of Montgomery or be de-annexed and annexed as a whole into the corporate limits of the Town of Pike Road.

A BILL
TO BE ENTITLED
AN ACT

1 Relating to Montgomery County, Alabama; to authorize a special
2 annexation election to be held to determine whether the Woodland Creek
3 subdivision shall continue to be annexed into the corporate limits of the City of
4 Montgomery, or be de-annexed by the City of Montgomery and annexed into the
5 corporate limits of the Town of Pike Road; and to provide for the procedure
6 involved in holding said election.

7 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

8 Section 1. This bill relates to Montgomery County, Alabama and
9 involves the territory encompassed in the Woodland Creek subdivision, currently
10 located within the corporate limits of the City of Montgomery, which is described
11 on Exhibit A attached hereto and made a part hereof.

12 Section 2. The Legislature hereby authorizes the holding of a special
13 annexation election to determine whether the territory that encompasses the
14 Woodland Creek subdivision will remain annexed into the City of Montgomery,
15 or if the territory, based on the election, will be de-annexed from the City of
16 Montgomery and annexed into the corporate limits of the Town of Pike Road.
17 Only such owners of real property lying in and being a part of the Woodland
18 Creek subdivision territory on the date of the election, and on or before the
19 effective date of this act will be allowed to participate in the election and the
20 determination or outcome of the election will be determined by whether sixty (60)
21 percent of such qualified property owners affirmatively cast their ballots for
22 annexation into the Town of Pike Road. If not, the election shall fail.

23 Section 3. (a) Within ten (10) days after the effective date of this act,
24 the mayors of the City of Montgomery and the Town of Pike Road shall jointly
25 inform the Judge of Probate of Montgomery County of passage of this act and
26 jointly petition the holding of an election as herein provided.

27 (b) The Judge of Probate of Montgomery County shall, in not less
28 than (10) nor more than fifteen (15) days from the date of the filing of such joint

1 petition, make and enter an order directing that such election shall be held. Said
2 order shall further provide, not less than twenty (20) days nor more than forty (40)
3 days from the date of making such order, an official list of the owners of the real
4 property with the Woodland Creek subdivision territory. The Judge of Probate
5 shall enter an order setting the date for the election to be held not less than twenty
6 (20) days nor more than forty (40) days from the date of publication of the official
7 list of such qualified property owners. Said Probate Judge shall publish the list of
8 qualified property owners and give notice of the holding of such election by
9 publication in both the Montgomery Advertiser and the Montgomery
10 Independent, and by posting notice at the office of the Judge of Probate and at the
11 designated polling place within the platted Woodland Creek subdivision. The
12 notice of election shall state the day on which such election is to be held, the
13 voting place which must be within the territory proposed in this annexation
14 election, and such notice must give a description of the territory proposed to be
15 involved in such annexation and must state that maps of the platted territory are
16 on file in the Office of the Judge of Probate for Montgomery County, open to the
17 inspection of the public, a list of which maps appear as Exhibit B. The description
18 of said platted Woodland Creek subdivision is as described and delineated on the
19 foregoing plats, copies of which, less covenants and restrictions, are attached as
20 Exhibit C hereto, and made a part hereof.

21 (c) Each qualified property owner who has owned real property
22 within the boundaries of the Woodland Creek subdivision on the date of the
23 election, and was a property owner within that area on or before the effective date
24 of this act, may vote at such election at the voting place designated by the Judge of
25 Probate. Proof of property ownership and qualification shall be made to the Judge
26 of Probate by affidavit, or otherwise, as he may direct. Each property owner,
27 whether a person or legal entity, shall have one vote for each platted lot owned,
28 and one vote for each unplatted parcel owned, and the number and percentage of

1 owners shall be based on and determined by the number of such platted lots and
2 unplatted parcels within the Woodland Creek subdivision territory. There shall
3 be only one vote for each platted lot and one vote for each unplatted parcel.
4 Multiple owners of a single lot or parcel shall be entitled to only one vote jointly in
5 connection with the ownership of that lot or parcel.

6 (d) The election to determine whether or not the proposed territory
7 shall remain within the corporate limits of the City of Montgomery, or be annexed
8 into the corporate limits of the Town of Pike Road, must be conducted within all
9 respects as provided by the general election laws and under the same sanctions
10 and penalties, except as changed by this act, and except that an official ballot need
11 not be provided.

12 (e) Each property owner may furnish his, her or its own ballot with
13 the following words written or printed thereon: "For Annexation into the Town of
14 Pike Road" if he, she or it desires to vote for the change of annexation from the
15 City of Montgomery to the Town of Pike Road, or "Not in Favor of Annexation
16 into the Town of Pike Road" if he, she or it desires to vote against or not in favor
17 of annexation into the Town of Pike Road. It shall not be necessary for the ballot
18 to be of any particular size, form, or color.

19 (f) (i) The Judge of Probate shall appoint three (3) inspectors of
20 election, two (2) clerks and one (1) returning officer for said voting place. The
21 inspectors shall manage the election.

22 (ii) The Inspectors at the voting place must, as soon as the polls are
23 closed, ascertain and certify the results of the election to the Judge of Probate and
24 deliver the same to the returning officer, who must at once return the same to the
25 Judge of Probate, and the Judge of Probate must canvas the return as made by the
26 Inspectors, and if it appears that sixty (60) percent or more of the qualified owners
27 of property within the Woodland Creek subdivision territory cast their ballot in
28 favor of or for annexation into the Town of Pike Road, the Judge shall make and

1 enter an order on the records of the probate court, adjudging and decreeing that
2 the corporate limits of the Town of Pike Road be extended so as to embrace the
3 territory described as embracing all of the Woodland Creek subdivision, platted
4 and unplatted, and designated on the plat or map attached to the joint petition,
5 and must cause the joint petition and the plat or map and all orders or decrees or
6 judgments to be recorded in the records of said probate office, and from the time
7 of the entry of such order, such territory shall be part of and within the corporate
8 limits of the Town of Pike Road.

9 (iii) If it appears that less than sixty (60) percent of the qualified
10 owners of property within the Woodland Creek subdivision territory fail to cast
11 their ballot for annexation into the Town of Pike Road, the territory as a whole will
12 remain within the corporate limits of the City of Montgomery, and the Probate
13 Judge shall make and enter an order on the records of the probate court,
14 adjudging and decreeing that less than sixty (60) percent of the owners of property
15 within that territory eligible to vote on the annexation did not vote for annexation
16 into the Town of Pike Road, and that the territory described and designated in the
17 joint petition and the plat or map attached shall not form a part of or be embraced
18 in the Town of Pike Road, but shall continue to be annexed into the corporate
19 limits of the City of Montgomery.

20 (g) The results of such election may be contested by any qualified
21 property owner voting at the election in the manner provided for contests of
22 general municipal elections. The City of Montgomery and the Town of Pike Road
23 shall pay all costs and expenses incident to the election in equal shares; provided
24 each municipality shall pay for its own legal counsel, if any. The contestor, if
25 unsuccessful, shall pay all costs and expenses incident to the contest.

26 Section 4. This act shall become effective upon the passage and
27 approval by the Governor, or upon its otherwise becoming law.

EXHIBIT A

**Overall Woodland Creek Property
Vaughn Road
Montgomery County, Alabama**

Commence at a found concrete monument lying at the northeast corner of Section 29, T-16-N, R-20-E, Montgomery County, Alabama; Thence run N 90°00'00" W, 2692.49 feet to a point; Thence run S 00°0'00" E, 37.24 feet to a point lying at the northeast corner of that certain parcel of land as conveyed to Lowder New Homes, Inc., and recorded in the Office of the Judge of Probate, Montgomery County, in RLPY 3299 at Page 957; Thence run S 00°48'56" E, 677.28 feet to a found 5/8" rebar (GMC Cap CA00156), said point being the Point of Beginning; Thence from said Point of Beginning, run S 00°48'56" E, 1960.54 feet to a found 5/8" rebar (GMC Cap CA00156) lying at the northwest corner of that certain parcel of land as conveyed to Lowder New Homes, Inc., and recorded in the Office of the Judge of Probate, Montgomery County, Alabama, in RLPY 3299 at Page 961; Thence run along the north line of said parcel, N 89°55'58" E, 2254.46 feet to a found 5/8" rebar (GMC Cap CA00156) lying at the northeast corner of said parcel; Thence run S 00°12'22" E, 762.10 feet to a point of curvature; Thence run along said curve (concave westerly, R=370.00'), a chord of S 16°48'49" W, 216.60 feet to a point; Thence run S 33°50'00" W, 198.31 feet to a point of curvature; Thence run along said curve (concave southwesterly, R=540.00'), a chord of S 24°23'05" E, 228.19 feet to a point lying at the northeast corner of that certain parcel of land as conveyed to Lowder New Homes, Inc. and recorded in the Office of the Judge of Probate, Montgomery County, Alabama, in RLPY 3299 at Page 954, said point lying in a curve; Thence continue along said curve (concave westerly, R=540.00'), a chord of S 08°50'19" W, 387.49 feet to a point; Thence run S 40°06'04" E, 165.82 feet to a point of curvature; Thence run along said curve (concave westerly, R=235.00'), a chord of S 07°01'23" W, 344.43 feet to a point of curvature; Thence run along said curve (concave northerly, R=910.00'), a chord of S 89°30'36" W, 1053.33 feet to a point of reverse curvature; Thence run along said curve (concave southwesterly, R=330.00'), a chord of N 72°40'00" W, 198.90 feet to a point; Thence run S 89°47'38" W, 316.36 feet to a point of curvature; Thence run along said curve (concave northerly, R=924.00'), a chord of N 78°28'57" W, 364.72 feet to a point of reverse curvature; Thence run along said curve (concave southerly, R=150.00'), a chord of N 79°43'36" W, 65.58 feet to a point of reverse curvature; Thence run along said curve (concave northerly, R=210.00'), a chord of N 65°12'42" W, 191.60 feet to a point; Thence run S 00°48'56" E, 44.34 feet to a point lying at a found 2" open top iron pin lying on the north right of way of the abandoned CSX Railroad, said point lying at the southeast corner of that certain parcel of land as conveyed to Lowder New Homes, Inc., and recorded in the Office of the Judge of Probate, Montgomery County, Alabama, in RLPY 3299 at Page 948; Thence run along said right of way, N 60°26'47" W, 3094.06 feet to a found 1.5" crimp top iron pin; Thence leave said right of way and run N 00°22'08" W, 2656.51 feet to a set 5/8" rebar (GMC Cap CA00156); Thence run N 88°23'14" E, 384.31 feet to a point lying in a curve on the west right of way of Lodge Drive (ROW Varies); Thence run along said right of way and said curve (concave easterly, R=350.35), a chord of N 18°04'22" W, 214.39 feet to a point; Thence run N 00°15'24" W, 206.26 feet to a point of curvature; Thence run along said proposed right of way and said curve (concave southwesterly,

R=45.0'), a chord of N 45°15'24" W, 63.64 feet to a point lying at the intersection of said proposed west right of way and the south right of way of Alabama Highway 110 (Vaughn Road – 80' ROW); Thence run along said south right of way. N 89°44'36" E, 175.00 feet to a point of intersection of said south right of way with the east right of way of the aforementioned Lodge Drive, said point lying in a curve; Thence run along said right of way and said curve (concave southeasterly, R=45.0'), a chord of S 44°44'36" W, 63.64 feet to a point; Thence run S 00°15'24"E, 45.78 feet to a point of reverse curvature; Thence continue along said right of way and said curve (concave westerly, R=159.5'), a chord of S 12°40'31"W, 71.39 feet to a point of reverse curvature; Thence run along said right of way and said curve (concave easterly, R=140.0'), a chord of S 12°40'31" W, 62.66 feet to a point; Thence run S 00°15'24" E, 44.94 feet to a point of curvature; Thence run along said right of way and said curve (concave easterly, R= 275.00'), a chord of S 18°33'40" E, 172.74 feet to a point of curvature; Thence continue along said right of way and said curve (concave northerly, R=499.28'), a chord of S 55°50'11" E, 324.62 feet to a point of right of way change; Thence run N 15°11'34" E, 5.00 feet to a point of curvature; Thence continue along said right of way and said curve (concave northerly, R=494.28'), a chord of S 87°53'56" E, 223.92 feet to a point of reverse curvature; Thence continue along said right of way and said curve (concave southerly, R=305.91'), a chord of S 79°16'10" E, 226.43 feet to a point; Thence leave said proposed right of way and run S 89°39'17" E, 1508.10 feet to the Point of Beginning.

Said described property lying and being situated in Section 29, T-16-N, R-20-E, Montgomery County, Alabama, and contains 312.441 Acres (13,609,926 S.F.), more or less.

EXHIBIT A

Woodland Creek Commercial Property

Vaughn Road
Montgomery County, Alabama

Commercial Parcel 1

Commence at a found concrete monument lying at the northeast corner of Section 29, T-16-N, R-20-E, Montgomery County, Alabama; Thence run N 90°00'00" W, 2692.49 feet to a point; Thence run S 00°0'00" E, 37.24 feet to a point lying at the northeast corner of that certain parcel of land as conveyed to Dubose Construction Corporation and recorded in the Office of the Judge of Probate, Montgomery County, Alabama, in RLPY 587 at Page 877; Thence run S 89°44'36" W, 2195.78 feet to a point of intersection of the south right of way of Vaughn Road (Alabama Highway 110) with the east right of way of Lodge Drive; Thence run S 89°44'36" W, 175.00 feet to a point of intersection of said south right of way with the west right of way of said Lodge Drive, said point being the Point of Beginning; Thence from said Point of Beginning, continue along said south right of way, S 89°44'36" W, 274.52 feet to a found 1" crimp top lying at the northwest corner of said parcel; Thence leave said south right of way and run along the west line of said parcel, S 00°22'08" E, 464.46 feet a found 5/8" rebar; Thence run N 88°23'14" E, 384.31 feet to a point lying in a curve on the west right of way of the aforementioned Lodge Drive; Thence run along said west right of way and said curve (concave easterly, R=350.35'), a chord of N 18°04'22" W, 214.39 feet to a point; Thence continue along said west right of way, N 00°15'24" W, 206.26 feet to a point of curvature; Thence continue along said right of way and said curve (concave southwesterly, R=45.0'), a chord of N 45°15'24" W, 63.64 feet to the Point of Beginning.

Said described property lying and being situated in Section 29, T-16-N, R-20-E, Montgomery County, Alabama, and contains 3.434 Acres (149585 S.F.), more or less.

Commercial Parcel 2

Commence at a found concrete monument lying at the northeast corner of Section 29, T-16-N, R-20-E, Montgomery County, Alabama; Thence run N 90°00'00" W, 2692.49 feet to a point; Thence run S 00°0'00" E, 37.24 feet to a point lying at the northeast corner of that certain parcel of land as conveyed to Dubose Construction Corporation and recorded in the Office of the Judge of Probate, Montgomery County, Alabama, in RLPY 587 at Page 877, said point being the Point of Beginning; Thence from said Point of Beginning, run S 89°44'36" W, 2195.78 feet to a point of intersection of the south right of way of Vaughn Road (Alabama Highway 110) with the east right of way of Lodge Drive, said point lying in a curve; Thence run along said east right of way and said curve (concave southeasterly, R=45.0'), a chord of S 44°44'36" W, 63.64 feet to a point; Thence run S 00°15'24"E, 45.78 feet to a point of reverse curvature; Thence continue along said right of way and said curve (concave westerly, R=159.5'), a chord of S 12°40'31"W, 71.39 feet to a point of reverse curvature; Thence run along said right of way and said curve (concave easterly, R=140.0'), a chord of S 12°40'31" W, 62.66 feet to a point; Thence run S 00°15'24" E, 44.94 feet to a point of curvature; Thence run along said right of way and said curve (concave easterly, R= 275.00'), a chord of S 18°33'40" E, 172.74 feet to a point of curvature; Thence continue along said right of way and said curve (concave northerly, R=499.28'), a chord of S 55°50'11" E, 324.62 feet to a point of right of way change; Thence run N 15°11'34" E, 5.00 feet to a point of curvature; Thence continue along said right of way and said curve (concave northerly, R=494.28'), a chord of S 87°53'56" E, 223.92 feet to a point of reverse curvature; Thence continue along said right of way and said curve (concave southerly, R=305.91'), a chord of S 79°16'10" E, 226.43 feet to a point; Thence leave said right of way and run S 89°39'17" E, 1508.10 feet to a found 5/8" rebar (GMC Cap CA00156); Thence run N 00°48'56" W, 677.28 feet to the Point of Beginning.

Said described property lying and being situated in Section 29, T-16-N, R-20-E, Montgomery County, Alabama, and contains 33.222 Acres (1447150 S.F.), more or less.

EXHIBIT B
Description of Platted Portion of Woodland Creek Subdivision

Map of Woodland Creek, Plat No. 1, recorded in Plat Book 51, Page 85, et seq., in the Office of the Judge of Probate, Montgomery County, Alabama, lying in the west $\frac{1}{2}$, Section 29, T-16-N, R-20-E.

Map of Woodland Creek Plat 2, recorded in Plat Book 52, Page 68, in the Office of the Judge of Probate, Montgomery County, Alabama, lying in the northwest $\frac{1}{4}$ and southwest $\frac{1}{4}$, Section 29, T-16-N, R-20-E.

Corrected Map of Woodland Creek Pod A, Plat No. 1, recorded in Plat Book 51, Page 115, et seq., in the Office of the Judge of Probate, Montgomery County, Alabama, lying in the northwest $\frac{1}{4}$, Section 29, T-16-N, R-20-E.

Map of Woodland Creek Pod B, Plat No. 1, recorded in Plat Book 51, Page 113, et seq., in the Office of the Judge of Probate, Montgomery County, Alabama, lying in the west $\frac{1}{2}$, Section 29, T-16-N, R-20-E.

Map of Woodland Creek Pod B, Plat No. 1-A, recorded in Plat Book 52, Page 67, in the Office of the Judge of Probate, Montgomery County, Alabama, lying in the west $\frac{1}{2}$, Section 29, T-16-N, R-20-E.

Map of Woodland Creek Pod B Plat 2, recorded in Plat Book 52, Page 49, et seq., in the Office of the Judge of Probate, Montgomery County, Alabama, lying in the northwest $\frac{1}{4}$, Section 29, T-16-N, R-20-E.

Corrected Map of Woodland Creek Pod C, Plat No. 1, recorded in Plat Book 51, Page 131, et seq., in the Office of the Judge of Probate, Montgomery County, Alabama, lying in the west $\frac{1}{2}$, Section 29, T-16-N, R-20-E.

Map of Woodland Creek Pod C Plat 2, recorded in Plat Book 52, Page 58, in the Office of the Judge of Probate, Montgomery County, Alabama, lying in the northwest $\frac{1}{4}$ and southwest $\frac{1}{4}$, Section 29, T-16-N, R-20-E.

Corrected map of Woodland Creek Pod D, Plat no. 1, recorded in Plat Book 51, Page 171, in the Office of the Judge of Probate, Montgomery County, Alabama, lying in the west $\frac{1}{2}$, Section 29, T-16-N, R-20-E.

Map of Woodland Creek Pod E Plat 1, recorded in Plat Book 52, Page 117, in the Office of the Judge of Probate, Montgomery County, Alabama, lying in the northwest $\frac{1}{4}$ and southwest $\frac{1}{4}$, Section 29, T-16-N, R-20-E.

1 EXHIBIT F

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8 A BILL
9 TO BE ENTITLED
10 AN ACT

11
12 Relating to municipal taxation; to amend Section 11-51-200 relating
13 to sales tax and Section 11-51-2002 relating to excise or use tax, both Code of
14 Alabama 1975, as amended, to authorize the levy of sales and use tax by the
15 governing body of the municipality, in the settlement of a dispute with a
16 municipality with overlapping police jurisdiction, with regard to boundaries
17 and/or territory, at different rates in different areas within the corporate limits of
18 said municipality and to provide for the sharing of sales and use tax revenues
19 collected within any designated area within its corporate limits; to amend Sections
20 11-102-1, 11-102-2 and 11-102-5 to permit certain municipalities with overlapping
21 police jurisdictions in the settlement of a dispute over boundary lines and territory
22 to enter into a contract for the sharing of sales and use tax revenues levied within
23 the designated area.

24 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

25 Section 1. Section 11-51-100, Code of Alabama 1975, as amended, is
26 further amended to read as follows:

27 "§ 11-51-200.

1 “(a) The governing body of any municipality within the State of
2 Alabama may provide by ordinance for the levy and assessment of sales taxes,
3 parallel to the state levy of sales taxes as levied by Sections 40-23-1, 40-23-2, 40-23-
4 2.1, 40-23-4 to 40-23-31, inclusive, 40-23-36, 40-23-37, except for those provisions
5 relating to the tax rate, and 40-23-38, except where inapplicable or where
6 otherwise provided in this article; provided, that no municipality may levy any
7 such tax against the Alcoholic Beverage Control Board of the State of Alabama in
8 the sale of alcoholic beverages. The phrase “except where inapplicable,”
9 contained herein and in Sections 11-51-201, 11-51-202, and 11-51-203, shall not be
10 construed to permit a self-administered municipality to adopt or interpret an
11 ordinance, resolution, policy, or practice that relies on that phrase, either directly
12 or indirectly, in order to disavow, disregard, or attempt to disavow or disregard
13 the mandate provided in this and the following sections for conformity with the
14 corresponding state tax levy, unless the self-administered municipality can
15 demonstrate that the ordinance, resolution, policy, or practice will simplify
16 collection or administration of the tax or is being made for the convenience of the
17 taxpayer.

18 “(b) The governing body of any municipality which alters or
19 changes its boundaries and annexes territory into its corporate limits in settlement
20 of any dispute or disputes over its boundaries or territory with a municipality
21 with overlapping police jurisdiction shall have, in addition to any other authority,
22 the authority within its corporate limits by ordinance to levy and assess a sales tax
23 authorized by subsection (a) of this Section 11-51-200, in one or more designated
24 areas acquired by such annexation, at the same or a different rate as levied and
25 assessed within all other parts of the municipality which lie outside of the
26 designated area or areas. This authority may only be exercised as part of a
27 revenue sharing agreement authorized by §11-102-1, as amended herein.

1 Section 2. Section 11-51-202, Code of Alabama, 1975, as amended, is
2 further amended to read as follows:

3 "§11-51-202.

4 "(a) The governing body of any municipality within the State of
5 Alabama may provide by ordinance for the levy and assessment of an excise tax or
6 use tax parallel to the state levy and assessment of excise or use taxes as levied by
7 Article 2 or Chapter 23 of Title 40, except where inapplicable or where otherwise
8 provided in this article.

9 "(b) The governing body of any municipality within the State of
10 Alabama may provide by ordinance for the levy and assessment of a privilege or
11 license tax in the nature of a lodgings tax, parallel to the state levy and assessment
12 of the privilege or license tax as levied by Chapter 26 of Title 40, except where
13 inapplicable or where otherwise provided by this article.

14 "(c) The governing body of any municipality which alters or
15 changes its boundaries and annexes territory into its corporate limits in settlement
16 of any dispute or disputes over its boundaries or territory with a municipality
17 with overlapping police jurisdiction shall have, in addition to any other authority,
18 the authority within its corporate limits by ordinance to levy and assess an excise
19 or use tax authorized by subsection (a) of this Section 11-51-202, in one or more
20 designated areas acquired by such annexation, at the same or a different rate as
21 levied and assessed within all other parts of the municipality which lie outside of
22 the designated area or areas. This authority may only be exercised as part of a
23 revenue sharing agreement authorized by §11-102-1, as amended herein.

24 Section 3. Section 11-102-1, Code of Alabama 1975, as amended, is
25 further amended to read as follows:

26 "§ 11-102-1.

27 "(a) Except as otherwise provided in this chapter or as otherwise
28 prohibited by law, any county or incorporated municipality of the State of

1 Alabama may enter into a written contract with any one or more counties or
2 incorporated municipalities for the joint exercise of any power or service that state
3 or local law authorized each of the contracting entities to exercise individually.
4 For the purposes of this chapter, it is sufficient if each of the contracting entities
5 has the authority to exercise or perform the power or service which is the subject
6 of the contract regardless of the manner in which the power or service shall be
7 exercised or performed, provided that at least one of the contracting parties has
8 the authority to exercise the power or service in the manner agreed upon by the
9 parties. The joint contract may provide for the power or service to be exercised by
10 one or more entities on behalf of the others or jointly by the entities.

11 "(b) In addition to any rights and authorities granted to
12 municipalities pursuant to subsection (a) of this Section 11-102-1, any incorporated
13 municipality of the State of Alabama in the settlement of a dispute or disputes
14 concerning boundary lines or territory may enter into a written agreement with
15 the other settling municipality regarding the sharing of any revenues collected
16 from, and the rate of taxation of, taxes levied in a designated area or areas
17 pursuant to Section 11-51-200(b) and Section 11-51-202(c), Code of Alabama 1975,
18 as amended, agreeing to share such tax revenue in any percentage ratio on which
19 they agree. Such revenue sharing agreement must be approved by the governing
20 body of each of the sharing municipalities.

21 Section 4. Section 11-102-2, Code of Alabama 1975, as amended, is
22 further amended to read as follows:

23 "§ 11-102-2.

24 "Any contract entered into pursuant to this chapter shall be in
25 writing. The contract shall specify the duration of the contract, which shall not
26 exceed three years, provided that any contract to share tax revenue as provided in
27 Section 11-102-1(b) may have duration in perpetuity. The parties may renew the
28 contract for another term of not more than three years on the same or amended

1 terms by the same method by which the original contract was adopted. Any party
2 to the contract shall have the power to refuse to renew the contract. The refusal
3 shall not affect the authority of the remaining parties to enter into a contract with
4 each other with the same or similar terms of the original contract as provided in
5 this chapter. The contract shall also specify the purpose of the contract; the
6 method to be used to partially or completely terminate the contract; the method to
7 be used to dispose of any property belonging to the parties as a result of the
8 contract upon termination of the contract; the manner of financing the joint
9 undertaking and of establishing and creating a budget for the undertaking, except
10 that no party to the contract shall have any power to incur any debt which shall
11 become the responsibility of any other contracting party; and any other matter
12 necessary and proper to jointly exercise the contract.

13 Section 5. Section 11-102-5, Code of Alabama 1975, as amended, is
14 further amended to read as follows:

15 "§ 11-102-5.

16 "Nothing in this chapter shall be construed to authorize the joint
17 exercise of the power to levy taxes or to zone real property. Additionally, nothing
18 in this chapter shall be construed to authorize the joint exercise of the power to
19 tax, the power to exercise planning authority, or the power to zone real property
20 in the unincorporated areas of a county unless authorized by act of the
21 Legislature. Notwithstanding this prohibition, counties and municipalities may
22 contract (i) with each other to zone flood prone areas as mandated by the federal
23 government pursuant to Title 11, Chapter 19 or (ii) share revenues pursuant to
24 Section 11-102-1(b) or as otherwise provided by statute.

25 Section 6. Nothing in this legislation shall be construed or
26 interpreted to grant one municipality any rights or authorities in the corporate
27 limits of another municipality.

1 Section 7. All laws , or parts of laws, which conflict with this act are
2 repealed.

3 Section 8. This act shall become effective immediately following its
4 passage and approval by the Governor, or its otherwise becoming law.

EXHIBIT G

A BILL

TO BE ENTITLED

AN ACT

To validate and adopt a settlement agreement entered into by and between the City of Montgomery and the Town of Pike Road and the order of the Circuit Court approving that settlement agreement which order is attached hereto.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. This Act hereby validates and adopts a settlement agreement entered into by and between the City of Montgomery and the Town of Pike Road in Case Nos. CV-2005-948, CV-2007-900684 and CV-2008-1559, and the order of the Circuit Court entered in such cases, attached hereto as Exhibit A.

Section 2. This Act shall become effective upon the passage and approval by the Governor, or upon its otherwise becoming law.

ROBERT E. L. GILPIN
RICHARDSON B. MCKENZIE III
GEORGE W. THOMAS
JOHN WARD WEISS
ROBERT M. RITCHEY
SIMEON F. PENTON
CARLA COLE GILMORE
JOHN A. HOWARD, JR.*
DAVIS H. SMITH

D. BRENT WILLS
SARAH S. JOHNSTON
JENNY R. WILSON
CLINTON D. GRAVES

OF COUNSEL:
SAMUEL KAUFMAN
GREGG B. EVERETT

* ALSO ADMITTED IN GEORGIA

KAUFMAN GILPIN MCKENZIE

Agenda

FEB 22 2010

DIRECT DIAL: (334) 409-2236
E-MAIL: RGILPIN@KGMLEGAL.COM

MEMORANDUM

To: Montgomery County Commission
c/o Donald L. Mims, Administrator

From: Robert E. L. Gilpin

Subject: Recovery Zone Facility Bonds

Our File No.: 1522.1017

Date: February 18, 2010

The purpose of this memorandum is to summarize the action necessary to notify the Alabama Development Office that Montgomery County, Alabama intends to utilize the entire \$2,578,000.00 of the Alabama Recovery Zone volume cap allocation provided under the American Recovery and Reinvestment Act of 2009 ("ARRA"). The County anticipates the issuance of recovery zone economic development bonds in the amount of \$1,031,000.00 and recovery zone facility bonds in the amount of \$1,547,000.00 for multiple economic development projects throughout the year. The Alabama Department of Finance issued a letter dated January 25, 2010 which sets forth guidelines for compulsory waiver by counties and municipalities of ARRA volume cap allocations. It is the County's position that the ARRA does not give the State the authority to make the waiver of volume cap allocations compulsory, and, therefore, the County is putting the State on notice that the County intends to utilize the entire amount of the ARRA volume cap allocation and no action or inaction on behalf of the County shall constitute a waiver of such allocation.

For purpose of background, the ARRA created two (2) new classes of tax favored bonds. First, Recovery Zone Facility Bonds, which are tax-exempt that may be used by certain qualifying private businesses. The tax-exempt bonds result in a lower interest rate for private businesses. None of the County's credit, cash or debt issuance ability is used in the tax-exempt bonds. Second, Recovery Zone Economic Development Bonds, which are tax credit bonds that may be used by the County or other public issuer for certain economic development activities. The tax credit bonds are public debt issues.

The first step is to establish a Recovery Zone. The attached Resolution designates all of Montgomery County as a Recovery Zone. This action is identical to the action taken by the City of Montgomery.

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2660 EASTCHASE LANE SUITE 300 | MONTGOMERY, ALABAMA 36117
MAILING ADDRESS: PO DRAWER 4540 36103-4540
T: 334.244.1111 F: 334.244.1969
WEBSITE: WWW.KGMLEGAL.COM

RESOLUTION NO. _____
OF
THE MONTGOMERY COUNTY COMMISSION

**Resolution designating a Recovery Zone for purposes of the
American Recovery and Reinvestment Act of 2009**

WHEREAS, the American Recovery and Reinvestment Act of 2009 (“ARRA”) was signed into law on February 17, 2009, which includes the following Statement of Purposes: (i) to preserve and create jobs and promote economic recovery; (ii) to assist those most impacted by the recession; (iii) to provide investments needed to increase economic efficiency by spurring technological advances in science and health; (iv) to invest in transportation, environmental protection and other infrastructure that will provide long-term economic benefits; and (v) to stabilize State and local government budgets, in order to minimize and avoid reduction in essential services and counterproductive State and local tax increases; and

WHEREAS, the ARRA provides that gross income does not include interest on any bond designated by the issuer thereof as a recovery zone facility bond; and

WHEREAS, the ARRA provides that the proceeds of recovery zone facility bonds must be used for qualified economic development purposes, i.e. - expenditures for purposes of promoting development or other economic activity in a recovery zone; and

WHEREAS, the ARRA provides that ninety-five percent (95%) or more of the net proceeds of a recovery zone facility bond must be used for recovery zone property which is in a recovery zone and is in the active conduct of a “qualified business” by the taxpayer in such zone; and

WHEREAS, the ARRA provides that a qualified business shall mean any trade or business except residential rental property, private or commercial golf course, country club, massage parlor,

hot tub facility, sun tan facility, race track or other facility used for gambling or any store the principal business of which is the sale of alcoholic beverages for consumption off premises; and

WHEREAS, the ARRA provides with respect to recovery zone facility bonds that a recovery zone is (1) any area designated by the issuer of such bonds as having significant poverty, unemployment, rate of home foreclosures, or general distress, (2) any area designated by the issuer of such bonds as distressed by reason of the closure or realignment of a military installation pursuant to the Defense Base Closure and Realignment Act of 1990, and (3) any area for which a designation as an empowerment zone or renewal community is in effect; and

WHEREAS, Recovery Zone Facility Bonds are designed to provide incentives for State and local governmental borrowing by lowering borrowing costs in order to promote job creation and economic recovery targeted to areas particularly affected by employment decline; and

WHEREAS, Internal Revenue Service Notice 2009-50, provides, in part, that issuers designate eligible recovery zones based on certain specified criteria and that any State, county or large municipality that receives a volume cap allocation for Recovery Zone Facility Bonds may make designations of recovery zones in any reasonable manner as it shall determine in good faith, in its discretion;

NOW, THEREFORE, BE IT RESOLVED, by the County Commission of Montgomery County, Alabama, for and as the act of Montgomery County, Alabama ("Montgomery County"), as follows:

Section 1. In order for Montgomery County to avail itself of the economic development stimulus provisions contained in the ARRA, Montgomery County, after considering certain economic indicators in Montgomery County, including but not limited to, loss of employment, rate

of home foreclosures, loss of retail sales county-wide and declining tax revenues, in its discretion and in good faith, and in compliance with Section 1400U-1(b) of the Internal Revenue Code of 1986, hereby designates all of Montgomery County, Alabama, within the geographic jurisdiction of Montgomery County, as a recovery zone (the "Recovery Zone").

Section 2. The County finds that the Recovery Zone has suffered significant unemployment, a large increase in home foreclosures, and general economic distress.

Section 3. All actions of the officers, agents and employees of the Issuer that are in conformity with the purposes and intent of this Resolution, whether taken before or after the adoption hereof, are hereby ratified, confirmed and adopted.

Section 4. This Resolution shall be in full force and effect immediately upon its execution.

The above and foregoing Resolution is adopted and approved on this the ____ day of _____, 2010, by the Montgomery County Commission.

Administrator, Montgomery County Commission

APPROVED:

Chairman, Montgomery County Commission

Commissioner _____ moved that the Resolution be adopted, which motion was seconded by Commissioner _____, and, upon said motion being put to vote, the following vote was recorded:

_____ YEAS

_____ NEAS

The Chairman thereupon announced that said motion had passed and the Resolution was adopted.

ROBERT E. L. GILPIN
RICHARDSON B. MCKENZIE III
GEORGE W. THOMAS
JOHN WARD WEISS
ROBERT M. RITCHEY
SIMEON F. PENTON
CARLA COLE GILMORE
JOHN A. HOWARD, JR. *
DAVIS H. SMITH

D. BRENT WILLS
SARAH S. JOHNSTON
JENNY R. WILSON
CLINTON D. GRAVES

OF COUNSEL:
SAMUEL KAUFMAN
GREGG B. EVERETT

* ALSO ADMITTED IN GEORGIA



KAUFMAN | GILPIN | MCKENZIE

Agenda

FEB 22 2010

DIRECT DIAL: (334) 409-2236
E-MAIL: RGILPIN@KGMLEGAL.COM

MEMORANDUM

To: Montgomery County Commission
c/o Donald L. Mims, Administrator

From: Robert E. L. Gilpin

Subject: Recovery Zone Facility Bonds

Our File No.: 1522.1017

Date: February 18, 2010

The purpose of this memorandum is to summarize the attached resolution, which simply allocates the County's Recovery Zone Facility Bond Allocations to certain projects. The Projects are as follows:

1. Montgomery Mall;
2. Project Sailboat; and
3. Project Bio.

Each of these Projects will create substantial new employment opportunities within the County.

None of the Projects listed above, nor any of the proposed debt, involves the issuance of debt by the County, and does not in any way impair the County's Constitutional Debt Limit.

Please call me should you have any questions in this regard.

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2660 EASTCHASE LANE SUITE 300 | MONTGOMERY, ALABAMA 36117
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22-1

RESOLUTION NO. _____
OF
THE MONTGOMERY COUNTY COMMISSION

**Allocation of a Recovery Zone Facility Bonds for purposes of the
American Recovery and Reinvestment Act of 2009**

NOW, THEREFORE, BE IT RESOLVED, by the County Commission of Montgomery County, Alabama, for and as the act of Montgomery County, Alabama ("Montgomery County"), as follows:

Section 1. The County Commission of Montgomery County has designated Montgomery County as a Recovery Zone.

Section 2. The County does hereby allocate it's Recovery Zone Facility Bonds to the following Projects: Montgomery Mall, Project Sailboat and Project Bio. All of the Projects are located in Montgomery County, Alabama. The allocation of the County's Recovery Zone Facility Bonds in an amount of \$1,547,000.00 with the Project having the largest impact on new jobs having priority in the event of multiple applications. Section 1400U-3 of the Internal Revenue Code of 1986, as amended by the American Recovery and Reinvestment Act of 2009, authorizes the issuance of such bonds and Section 6.04 of IRS Notice 2009-50 authorizes the County to allocate the volume cap for the Recovery Zone Facility Bonds within the Recovery Zone.

Section 3. The Projects will benefit the County by increasing employment and offering employment opportunities with long-term and short-term construction positions, and positions. Montgomery County hereby designates any governmental entity with the Recovery Zone authorized to issue such bonds as the issuer of up to \$1,547,000.00 of Recovery Zone Facility Bonds so long as such bonds are issued on or before January 1, 2011. The issuer of the bonds must notify the County in writing 30 days prior to the date of issuance.

The above and foregoing Resolution is adopted and approved on this the ____ day of _____, 2010, by the Montgomery County Commission.

Administrator, Montgomery County Commission

APPROVED:

Chairman, Montgomery County Commission

Commissioner _____ moved that the Resolution be adopted, which motion was seconded by Commissioner _____, and, upon said motion being put to vote, the following vote was recorded:

_____ YEAS

_____ NEAS

The Chairman thereupon announced that said motion had passed and the Resolution was adopted.

ROBERT E. L. GILPIN
RICHARDSON B. MCKENZIE III
GEORGE W. THOMAS
JOHN WARD WEISS
ROBERT M. RITCHEY
SIMEON F. PENTON
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JOHN A. HOWARD, JR. *
DAVIS H. SMITH

D. BRENT WILLS
SARAH S. JOHNSTON
JENNY R. WILSON
CLINTON D. GRAVES

OF COUNSEL:
SAMUEL KAUFMAN
GREGG B. EVERETT

* ALSO ADMITTED IN GEORGIA



KAUFMAN GILPIN MCKENZIE

Agenda

FEB 22 2010

DIRECT DIAL: (334) 409-2236
E-MAIL: RGILPIN@KGMLEGAL.COM

MEMORANDUM

To: Montgomery County Commission
c/o Donald L. Mims, Administrator

From: Robert E. L. Gilpin

Subject: Recovery Zone Facility Bonds

Our File No.: 1522.1017

Date: February 18, 2010

The purpose of this memorandum is to request approval of a letter to the Alabama Development Office ("ADO") reserving the County's rights to issue or caused to be issued Recovery Zone Bonds. The County intends to put ADO on notice that the County does not waive any of its rights to issue any Recovery Zone Bonds.

Please call me should you have any questions in this regard.

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2660 EASTCHASE LANE SUITE 300 | MONTGOMERY, ALABAMA 36117
MAILING ADDRESS: PO DRAWER 4540 36103-4540
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[LETTERHEAD OF MONTGOMERY COUNTY COMMISSION]

February ____, 2010

Linda P Swann, CEcD
Assistant Director
Alabama Development Office
401 Adams Avenue, Suite 670
Montgomery, Alabama 36104

Re: Use of Alabama Recovery Zone Volume Cap Allocations as provided under
the American Recovery and Reinvestment Act of 2009 ("ARRA")
Locality: Montgomery County, Alabama
Our File No. 1522.1017

Dear Ms. Swann:

On behalf of Montgomery County, Alabama (the "County"), hereby submitted is the County's completed Notice of Intent - Recovery Zone Bonds to the Alabama Development Office ("ADO") for filing (Attachment "1").

Pursuant to correspondence dated January 25, 2010 (Attachment "2") from Bill Newton, Acting Director of the Alabama Department of Finance, please accept the filing of the enclosed Notice of Intent as the County's official notice to utilize **all** of the Original Allocations initially allocated to Montgomery County, Alabama, as provided on Exhibit "A" to Mr. Newton's letter.

The County intends to utilize the entire \$2,578,000 of the Alabama Recovery Zone volume cap allocation provided under the ARRA. The County anticipates the issuance of recovery zone economic development bonds in the amount of \$1,031,000, and recovery zone facility bonds in the amount of \$1,547,000 for multiple economic development projects throughout the year. As specified on the enclosed Notice of Intent, the County **does not** elect to waive any amount of the County's Original Allocations for recovery zone economic development bonds or recovery zone facility bonds. In accordance with the ARRA and Notice 2009-50, we understand that the bonds must be issued before January 1, 2011 and we reserve the right to issue, or cause to be issued, these bonds on or before that date.

We have read the letter from Mr. Bill Newton dated January 25, 2010, we are familiar with the matters therein, and we are willing to discuss the matters herein. Please do not hesitate to contact the Mayor or me if you have any questions or comments in this regard.

Yours very truly,

THE MONTGOMERY COUNTY COMMISSION

Elton N. Dean
Chairman

Enclosures

ATTACHMENT "1"

Original
Notice of Intent - Recovery Zone Bonds
for filing with ADO

NOTICE OF INTENT - RECOVERY ZONE BONDS

[Due no later than February 26, 2010]

VIA HAND-DELIVERY OR U.S. MAIL ADDRESSED AS FOLLOWS:

ATTENTION: LINDA P. SWANN, CEcD, ASSISTANT DIRECTOR
Alabama Development Office
401 Adams Avenue, Suite 670
Montgomery, Alabama 36104

A. MANDATORY

1. Locality: Montgomery County, Alabama
2. Locality's Recovery Zone Limitation for:
 - a. Recovery Zone Economic Development Bond Allocation: \$1,031,000
 - b. Recovery Zone Facility Bond Allocation: \$1,547,000
3. Locality expresses its intent to use the following amounts of its:
 - a. Recovery Zone Economic Development Bond Allocation: \$1,031,000
 - b. Recovery Zone Facility Bond Allocation: \$1,547,000
4. Locality elects to waive the following amounts of its:
 - a. Recovery Zone Economic Development Bond Allocation: \$-0-
 - b. Recovery Zone Facility Bond Allocation: \$-0-

B. **OPTIONAL:** As attachments hereto, the Locality provides the following information, if any: a description of the project or purpose to be financed with proceeds of the issuance of Recovery Zone Bonds, the issuer thereof and participants therein, and the expected schedule for such project or purposes, and issuance.

NOTICE OF INTENT - RECOVERY ZONE BONDS

Page 2

On behalf of the Locality, the undersigned duly authorized official¹ of the Locality hereby certifies on behalf of the Locality that it has read the letter from the Acting Director of Finance dated January 25, 2010, is familiar with the matters therein, and is authorized by the Locality to make this filing and to discuss the matters herein.

By: _____
Signature of Authorized Official

Name (please print): Elton N. Dean

Title: Chairman

Locality Address: Montgomery County Commission

101 South Lawrence Street, Montgomery, AL 36104

Telephone Number of Authorized Official:

(334) 832-1210

Email Address: _____

Date: February, 2010

¹Authorized official shall mean the Chief Executive Officer or, if not available, the highest elected official.

ATTACHMENT "2"

Copy of
Alabama Department of Finance letter
dated January 25, 2010



Bob Riley
Governor

Bill Newton
Acting Director of Finance

State of Alabama
Department of Finance

Office of the Director

State Capitol, Suite N-105
Montgomery, AL 36130
Telephone: (334) 242-7160 Fax: (334) 353-3300
www.finance.alabama.gov

January 25, 2010

TO ALL INTERESTED PARTIES

**RE: USE OF ALABAMA RECOVERY ZONE VOLUME CAP ALLOCATIONS
PROVIDED UNDER THE AMERICAN RECOVERY AND REINVESTMENT
ACT OF 2009**

Background

The American Recovery and Reinvestment Act of 2009 ("ARRA") created Recovery Zone Economic Development Bonds and Recovery Zone Facility Bonds (together, "Recovery Zone Bonds"), that must be issued before January 1, 2011 (the "Expiration Date"). Recovery Zone Bonds are intended to lower the costs of borrowing for purposes of promoting job creation and economic recovery in areas designated as Recovery Zones. Pursuant to ARRA and as described in Notice 2009-50 of the Internal Revenue Service ("Notice 2009-50"), the State of Alabama (the "State") received volume cap allocations of \$244,676,000 in Recovery Zone Economic Development Bonds and \$367,014,000 in Recovery Zone Facility Bonds (together, the "State Allocation"). Notice 2009-50 further provides that the State Allocation be initially allocated among counties and cities of the State as provided on Exhibit A (the "Originally Awarded Localities" and the "Original Allocations").

Together, the ARRA and Notice 2009-50 provide that all or any portion of the Original Allocations may be waived or deemed waived by the Originally Awarded Localities, and upon such waiver, the State shall be authorized to re-allocate the waived volume cap in any reasonable manner as it shall determine in good faith in its discretion. For additional information on Recovery Zone Bonds please visit www.irs.gov/pub/irs-drop/n-09-50.pdf and/or www.finance.alabama.gov.

Governor Riley recognized that it is essential that the State and its localities take advantage of this financing mechanism to create jobs, promote economic development, and develop critical infrastructure. Therefore, he has declared it to be the policy of this State that to the extent any

**RE: USE OF ALABAMA RECOVERY ZONE VOLUME CAP ALLOCATIONS
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Original Allocation will not be used by the Originally Awarded Localities, it is imperative to provide for the re-allocation of such unused amounts to projects that would promote economic recovery within the State prior to the Expiration Date. He has directed that the Department of Finance manage this policy, and he has delegated to me the duty to establish a process and procedure for its administration.

Accordingly, by virtue of the authority vested in me by Governor Riley, a procedure for the waiver of allocations by Originally Awarded Localities and a process for the re-allocation of such allocations waived by the Originally Awarded Localities are hereby implemented.

Administration

This program will be administered by the Alabama Development Office.

Waiver Requirements

1) By February 26, 2010, Originally Awarded Localities intending to utilize all or any portion of the Original Allocations must file a completed Notice of Intent with the Alabama Development Office. The amount so indicated will be reserved for such Locality (the "Reserved Amount"). The form for such Notice of Intent is attached as Exhibit B and is available from the Association of County Commissions of Alabama, The Alabama League of Municipalities, and at www.finance.alabama.gov.

2) Failure by any Originally Awarded Locality to file such Notice of Intent shall be deemed a waiver of its entire Original Allocation. Any amounts so waived, with any amounts in excess of Reserved Amounts and such other amounts described herein, will be considered waived by the Originally Awarded Locality (together, "Waived Amounts").

3) By March 31, 2010, any Originally Awarded Locality with a Reserved Amount must file a Project Verification Report, attached as Exhibit C, with the Alabama Development Office. Such documentation will include, as applicable, (i) a resolution or action designating the Recovery Zone in accordance with Section 1400-U-1 through 1400U-3 of the ARRA, (ii) a resolution of the issuer approving the project, which may take the form of a reimbursement resolution or an inducement resolution, (iii) documentation of the appropriate governing bodies' or elected official's approval of the project, in conformity with applicable federal and state law, (iv) an opinion of bond counsel opining that the proposed use of bond proceeds qualifies as a Recovery Zone bond project, and (v) a commitment letter from a purchaser or underwriter of the subject bonds, or such other evidence of the Originally Awarded Locality's ability to sell the subject bonds before July 30, 2010, as may be reasonably acceptable to the Alabama Development Office (such as, for example, a letter from the financial advisor to an Originally Awarded Locality stating that the Locality reasonably expects, based on the Locality's credit ratings, to be able to sell the subject bonds in a competitive

**RE: USE OF ALABAMA RECOVERY ZONE VOLUME CAP ALLOCATIONS
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or negotiated sale). The form for such Project Verification Report including applicable attachments is available from the Association of County Commissions of Alabama, the Alabama League of Municipalities, and at www.finance.alabama.gov.

4) Failure to provide a Project Verification Report shall be deemed a waiver of the Reserved Amount, and such amount so waived shall be included in the Waived Amounts.

5) Within 30 days of issuance of any Recovery Zone Bonds, the Originally Awarded Locality (or the entity issuing Recovery Zone Bonds on its behalf) shall provide to the Alabama Development Office the completed Internal Revenue Service reporting form then in effect for the type of Recovery Zone Bonds being issued.

6) Any Original Allocation, including any Reserved Amount, of Recovery Zone Bonds not issued by July 30, 2010, will be deemed waived, and such amount so waived shall be included in the Waived Amounts.

Any Waived Amounts, including amounts voluntarily waived, deemed waived or returned to the Alabama Development Office pursuant to the process, will be available for re-allocation by the Alabama Development Office to another Locality or issuer ("Subsequent Awarded Entity"). Notwithstanding anything herein to the contrary, any Originally Awarded Locality or any Subsequent Awarded Entity may voluntarily waive its allocation at any time by providing notice to the Alabama Development Office.

Additional Allocation Process

If an Originally Awarded Locality desires to obtain an allocation greater than its Original Allocation, the Originally Awarded Locality is required to submit to the Alabama Development Office an application for the additional allocation. The application must be received by the Alabama Development Office on or before May 14, 2010. There is a separate application for Recovery Zone Economic Development Bonds (Exhibit D) and Recovery Zone Facility Bonds (Exhibit E).

Re-Allocation Process

1) Bond re-allocations will occur by June 1, 2010. All applications for distribution of the bonds available for re-allocation must be made by an authorized official of the local governing body. A local governing body may apply for such bonds "on behalf of" an economic development authority or similar body.

2) If applications received by May 14, 2010, request more than the amount of bonds available for re-allocation, the following criteria and weighting process will be used. These criteria are focused on job creation and economic recovery as required by the ARRA. The criteria will be the same for the two types of bonds.

**RE: USE OF ALABAMA RECOVERY ZONE VOLUME CAP ALLOCATIONS
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3) Each complete application will start with a score of 5, with points added or subtracted based on the scoring of the criteria below:

a. Unemployment rate between December 2007 and April 2010. An additional point will be added to the score if the change in the Locality's unemployment rate is greater than the change to the statewide rate; or if the Locality's unemployment rate is higher than the statewide average during the period. This item will be completed by the Alabama Development Office.

b. Free/reduced lunch program eligibility for school year 2009-2010 (Department of Education Official Data dated May 1, 2010). An additional point will be added to the score if the Locality's eligibility percentage is greater than 50 percent, and a point will be subtracted if less than 33 percent. This item will be completed by the Alabama Development Office.

c. Date of financial closing of bond sale. An additional point will be added if the financial close of the bond sale will occur by August 31, 2010.

d. Date of actual construction start. An additional point will be added if construction award date will occur by August 31, 2010.

e. Amount of other funding in project. An additional point will be added if more than 25 percent of project funding is from other sources.

4) Re-allocated Recovery Zone Bonds that are re-allocated by June 1, 2010, must be financially closed by November 1, 2010, and notification and reporting requirements shall follow processes for the Original Allocation. If any additional Recovery Zone bonds are waived or are returned after June 1, 2010, the re-allocation process will start again at the beginning of each month until all are allocated.

5) All applications must be postmarked, hand-delivered, or e-mailed by 5:00 PM on May 14, 2010, to Linda Swann, CECD, Assistant Director, Alabama Development Office. Linda's contact information is below, and she can answer any additional questions you may have:

Linda P. Swann, CECD, Assistant Director
Alabama Development Office
401 Adams Avenue; Suite 670
Montgomery, AL 36104
Office: (334) 353-0221
Cell: (334) 300-4348
Fax: (334) 242-5669
Email: linda.swann@ado.alabama.gov

January 25, 2010

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RE: USE OF ALABAMA RECOVERY ZONE VOLUME CAP ALLOCATIONS
PROVIDED UNDER THE AMERICAN RECOVERY AND REINVESTMENT
ACT OF 2009

6) Determination of compliance with the procedures and requirements set forth herein or in the additional guidance, including any filings to be made and the timing and substance thereof, shall be subject to my sole discretion as directed by Governor Riley. Also, I shall have sole discretion as to the manner and location of any on-line postings required herein or pursuant to such further rule and procedures promulgated so long as such postings are on an official website of the State.

Very truly yours,

A handwritten signature in black ink that reads "Bill Newton". The signature is written in a cursive, flowing style.

Bill Newton
Acting Director of Finance

BN/YJB:dw
Attachments

EXHIBIT A

ALABAMA RECOVERY ZONE VOLUME CAP ALLOCATIONS

AREA	RESIDUAL	RECOVERY ZONE ECONOMIC DEVELOPMENT BOND	RECOVERY ZONE FACILITY BOND
Alabama		244,676,000	367,014,000
Birmingham city, AL		12,286,000	18,429,000
Huntsville city, AL		7,522,000	11,283,000
Mobile city, AL		6,434,000	9,651,000
Montgomery city, AL		10,069,000	15,103,000
Autauga County, AL		2,571,000	3,856,000
Baldwin County, AL		4,999,000	7,498,000
Barbour County, AL		1,186,000	1,779,000
Bibb County, AL		1,088,000	1,632,000
Blount County, AL		3,326,000	4,988,000
Bullock County, AL		253,000	379,000
Butler County, AL		1,034,000	1,551,000
Calhoun County, AL		6,550,000	9,825,000
Chambers County, AL		5,150,000	7,725,000
Cherokee County, AL		1,881,000	2,822,000
Chilton County, AL		2,461,000	3,691,000
Choctaw County, AL		398,000	597,000
Clarke County, AL		1,899,000	2,849,000
Clay County, AL		1,614,000	2,421,000
Cleburne County, AL		529,000	793,000
Coffee County, AL		2,559,000	3,838,000
Colbert County, AL		2,600,000	3,901,000
Conecuh County, AL		793,000	1,190,000
Coosa County, AL		434,000	651,000
Covington County, AL		2,244,000	3,366,000
Crenshaw County, AL		701,000	1,052,000
Cullman County, AL		4,119,000	6,179,000
Dale County, AL		2,452,000	3,678,000
Dallas County, AL		2,583,000	3,874,000
DeKalb County, AL		5,569,000	8,354,000
Elmore County, AL		3,774,000	5,661,000
Escambia County, AL		366,000	548,000
Etowah County, AL		3,605,000	5,407,000

EXHIBIT A**ALABAMA RECOVERY ZONE VOLUME CAP ALLOCATIONS**

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AREA	RESIDUAL	RECOVERY ZONE	
		ECONOMIC DEVELOPMENT BOND	RECOVERY ZONE FACILITY BOND
Fayette County, AL		1,554,000	2,331,000
Franklin County, AL		3,361,000	5,042,000
Geneva County, AL		1,376,000	2,064,000
Greene County, AL		312,000	468,000
Hale County, AL		672,000	1,007,000
Henry County, AL		883,000	1,324,000
Houston County, AL		5,644,000	8,465,000
Jackson County, AL		4,565,000	6,847,000
Jefferson County, AL	Residual	26,830,000	40,245,000
Lamar County, AL		1,025,000	1,538,000
Lauderdale County, AL		4,440,000	6,660,000
Lawrence County, AL		2,021,000	3,031,000
Lee County, AL		4,493,000	6,740,000
Limestone County, AL	Residual	3,031,000	4,547,000
Lowndes County, AL		478,000	718,000
Macon County, AL		285,000	428,000
Madison County, AL	Residual	6,544,000	9,816,000
Marengo County, AL		1,180,000	1,770,000
Marion County, AL		3,103,000	4,654,000
Marshall County, AL		4,520,000	6,780,000
Mobile County, AL	Residual	7,308,000	10,962,000
Monroe County, AL		1,831,000	2,746,000
Montgomery County, AL	Residual	1,031,000	1,547,000
Morgan County, AL		7,293,000	10,940,000
Perry County, AL		458,000	687,000
Pickens County, AL		975,000	1,462,000
Pike County, AL		1,186,000	1,779,000
Randolph County, AL		666,000	999,000
Russell County, AL		1,492,000	2,238,000
St. Clair County, AL		4,493,000	6,740,000
Shelby County, AL	Residual	12,473,000	18,709,000
Sumter County, AL		490,000	736,000
Talladega County, AL		6,535,000	9,803,000
Tallapoosa County, AL		1,706,000	2,559,000
Tuscaloosa County, AL		8,749,000	13,124,000
Walker County, AL		3,590,000	5,385,000
Washington County, AL		1,569,000	2,354,000
Wilcox County, AL		547,000	820,000
Winston County, AL		2,918,000	4,378,000

EXHIBIT B

NOTICE OF INTENT – RECOVERY ZONE BONDS

[Due no later than February 26, 2010]

VIA HAND-DELIVERY OR U.S. MAIL ADDRESSED AS FOLLOWS:

ATTENTION: LINDA P. SWANN, CEcD, ASSISTANT DIRECTOR
Alabama Development Office
401 Adams Avenue; Suite 670
Montgomery, AL 36104

A. MANDATORY

1. Locality: _____
2. Locality's Recovery Zone Limitation for:
 - a. Recovery Zone Economic Development Bond Allocation: _____
 - b. Recovery Zone Facility Bond Allocation: _____
3. Locality expresses its intent to use the following amounts of its:
 - a. Recovery Zone Economic Development Bond Allocation: _____
 - b. Recovery Zone Facility Bond Allocation: _____
4. Locality elects to waive the following amounts of its:
 - a. Recovery Zone Economic Development Bond Allocation: _____
 - b. Recovery Zone Facility Bond Allocation: _____

B. **OPTIONAL:** As attachments hereto, the Locality provides the following information, if any: a description of the project or purpose to be financed with proceeds of the issuance of Recovery Zone Bonds, the issuer thereof and participants therein, and the expected schedule for such project or purposes, and issuance.

EXHIBIT B
NOTICE OF INTENT – RECOVERY ZONE BONDS
Page 2

On behalf of the Locality, the undersigned duly authorized official¹ of the Locality hereby certifies on behalf of the Locality that it has read the letter from the Acting Director of Finance dated January 26, 2010, is familiar with the matters therein, and is authorized by the Locality to make this filing and to discuss the matters herein.

By: _____
Signature of Authorized Official

Name (please print): _____

Title: _____

Locality Address: _____

Telephone Number of Authorized Official:

Email Address: _____

Date: _____, 2010

¹ Authorized official shall mean the Chief Executive Officer or, if not available, the highest elected official.

EXHIBIT C

PROJECT VERIFICATION REPORT – RECOVERY ZONE BONDS

[Due no later than March 31, 2010]

VIA HAND-DELIVERY OR U.S. MAIL ADDRESSED AS FOLLOWS:

ATTENTION: LINDA P. SWANN, CEcD, ASSISTANT DIRECTOR
Alabama Development Office
401 Adams Avenue; Suite 670
Montgomery, AL 36104

A. GENERAL INFORMATION

1. Locality: _____
2. Issuing Entity: _____
3. Name of Project or Purpose: _____
4. Type of Bonds:
 - a. Recovery Zone Economic Development Bonds: _____
 - b. Recovery Zone Facility Bonds: _____
5. Bond allocation reserved: \$ _____
6. Waived allocation(s) and type(s): \$ _____

B. PROJECT INFORMATION

1. General Description of the Project or Purpose, as applicable:

EXHIBIT C

PROJECT VERIFICATION REPORT – RECOVERY ZONE BONDS

Page 2

2. Location of Project or Purpose (City, County, or Town): _____
3. Name, address, telephone number, and Tax ID number of each proposed issuer, borrower, and developer: _____

4. Name, address, and telephone number of Bond Counsel: _____

C. ATTACHMENTS – THIS PROJECT VERIFICATION REPORT IS NOT COMPLETE UNLESS ALL ATTACHMENTS ARE INCLUDED HEREWITH. ALL DOCUMENTATION MUST BE CURRENT.

1. Inducement Resolution, Reimbursement Resolution, or other documentation of the preliminary approval of the project by the issuing entity, in conformity with applicable federal and state law.
2. Recovery Zone designation
3. Appropriate elected official's or governing body's (or bodies') formal approval of the project or purpose, as applicable, in conformity with applicable federal and state law.
4. Written opinion of Bond Counsel that the project is eligible to utilize Recovery Zone Bonds pursuant to the Internal Revenue Code of 1986.
5. A commitment letter from a purchaser or underwriter of the bonds for the project, or other evidence of ability to sell the subject bonds before June 30, 2010¹.

EXHIBIT C

PROJECT VERIFICATION REPORT – RECOVERY ZONE BONDS

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On behalf of the [Issuer/Locality], the undersigned duly authorized official² of such hereby certifies on its behalf that such person has read the letter from the Acting Director of Finance dated January 25, 2010, is familiar with the matters therein, and is authorized by the [Issuer/Locality] to make this filing and to discuss the matters herein.

By: _____
Signature of Authorized Official

Name (please print): _____

Title: _____

Locality Address: _____

Telephone Number of Authorized Official:

Email Address: _____

Date: _____, 2010

¹Must be reasonably acceptable to the Acting Director of Finance.

²Unauthorized official shall mean the Chief Executive Officer or, if not available, the highest elected official..

EXHIBIT D

APPLICATION FOR ADDITIONAL RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS THROUGH THE RE-ALLOCATION PROCESS

Locality: _____ on behalf of _____

Name of Authorization Official: _____

On behalf of the Locality, the following additional amount of Recovery Zone Economic Development Bonds is requested: \$ _____

1. The specific project(s) to be financed with the Bonds is(are): _____

2. The project(s) will begin its construction phase no later than: _____
3. The Locality agrees to issue such Bonds (along with any original allocation) by no later than _____, 2010.
4. The Locality will _____ will not _____ accept an amount less than that requested if the total applications exceed the amount available for re-allocation. The minimum amount that will allow the locality to fully fund the project(s) to be financed in part by Recovery Zone Economic Development Bonds is: \$ _____.
5. In addition to the Recovery Zone Economic Development Bonds, the project will be financed with the following sources: _____

On behalf of the Locality, the undersigned duly authorized official of the Locality hereby certifies on behalf of the Locality that the information in this application is true and correct. The Official further understands that the application will be evaluated against the criteria included in the letter from the Acting Director of Finance dated January 25, 2010.

By: _____
Signature of Authorized Official

Name (please print): _____

Title: _____

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EXHIBIT E

APPLICATION FOR ADDITIONAL RECOVERY ZONE FACILITY BONDS THROUGH THE RE-ALLOCATION PROCESS

Locality: _____ on behalf of _____

Name of Authorization Official: _____

On behalf of the Locality, the following additional amount of Recovery Zone Economic Development Bonds is requested: \$ _____

1. The specific project(s) to be financed with the Bonds is(are): _____

2. The project(s) will begin its construction phase no later than: _____
3. The Locality agrees to issue such Bonds (along with any original allocation) by no later than _____, 2010.
4. The Locality will _____ will not _____ accept an amount less than that requested if the total applications exceed the amount available for re-allocation. The minimum amount that will allow the locality to fully fund the project(s) to be financed in part by Recovery Zone Facility Bonds is: \$ _____.
5. In addition to the Recovery Zone Facility Bonds, the project will be financed with the following sources: _____

On behalf of the Locality, the undersigned duly authorized official of the Locality hereby certifies on behalf of the Locality that the information in this application is true and correct. The Official further understands that the application will be evaluated against the criteria included in the letter from the Acting Director of Finance dated January 25, 2010.

By: _____
Signature of Authorized Official

Name (please print): _____

Title: _____

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FEB 22 2010

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 17

DEPARTMENT: County Comm Appropriations REVIEWED: S. Thomas 2/23/2010
DATE: 2/23/2010 Finance Director Date
REQUESTED BY: Donald L. Mims, Administrator APPROVED: *D L Mims* 2/23/10
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Alabama Cattlemen's Assn	001-56125-488	0	5,000	5,000
Misc In House Appropriations	001-59310-499	110,207	-5,000	105,207
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		110,207	0	110,207

JUSTIFICATION:

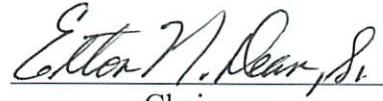
Miscellaneous appropriation to the Alabama Cattlemen's Association to provide funding for the Cattle Show during the Rodeo at the Southeastern Livestock Expo.

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, March 8, 2010, at 8:00 in the morning.



Administrator



Chairman