MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

AUGUST 9, 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 CHAIRMAN DEAN

Chairman Dean stated that Commissioner Wilson would not be attending the Commission meeting.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees.

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

Ken Upchurch with T.C.U. Consulting Services, LLC requested approval of Change Order Number Two with his firm regarding Program Management Services for Annex I, 3rd Floor, K-9 Facility and 530 South Lawrence Street renovation projects. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY ASSISTANT CHIEF PROBATE CLERK PATRICK J. MURPHY

Assistant Chief Probate Clerk Patrick J. Murphy briefed the Commission regarding a Position Fill Request for Customer Service Clerk. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims reviewed items on the agenda.

PRESENTATION BY SHERIFF D.T. MARSHALL

Sheriff D.T. Marshall briefed the Commission regarding a Position Fill Request for Deputy Sheriff Trainee/Deputy Sheriff. Administrator Mims noted that the Commission is requiring that all Position Fill Requests be presented for approval. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Sheriff Marshall presented Position Fill Requests for a Stores Clerk and three Corrections Officer Trainee/Corrections Officers. After discussion, the Commission agreed to place these items on the next agenda.

Sheriff Marshall requested approval of a bid award to MECO, Inc. in the amount of $48,719.00 for above ground gasoline storage tank fueling system at the K9 facility. Administrator Mims noted that on March 22, 2010, the County Commission approved a $30,000 Budget Change for this system. After discussion, the Commission agreed to waive rules and add this item to the agenda.

<u>COMMENTS FROM ADMINISTRATOR MIMS</u>

Administrator Mims presented a Memorandum of Agreement with Health Services Inc., for construction of River Region Health Center and Budget Change Request Number 26 for the County's commitment towards this project. After discussion, the Commission agreed to waive rules and add these items to the agenda.

<u>COMMENTS FROM DEPUTY ADMINISTRATOR MITCHELL</u>

Deputy Administrator Mitchell briefed the Commission regarding a Certificate of Substantial Completion by Ingram Construction, LLC regarding the K9 Facility. After discussion, the Commission agreed to waive rules and add this item to the agenda.

<u>COMMENTS FROM ADMINISTRATOR MIMS</u>

Administrator Mims presented Budget Change Request Number 15 from Engineering and Budget Change Request Number 1 from Information Systems. After discussion, the Commission agreed to waive rules and add these Budget Changes to the agenda.

<u>PRESENTATION BY REVENUE MANAGER LARRY CURVIN</u>

Revenue Manager Larry Curvin briefed the Commission regarding the Revenue Reports for the Month of July 2010.

Commissioners inquired into the audit process for hotels and Mr. Curvin stated that hotels could only be audited every 3 years.

Mr. Curvin discussed audits performed by Cameron Associates and Rivertree Systems. Vice Chairman Ingram requested information regarding payment to these companies.

Chairman Dean stated that the County could not rely solely on sales tax and that the Commission should look at raising property taxes.

PRESENTATION BY ATTORNEY CHRIS SIMMONS WITH RUSHTON, STAKELY, JOHNSTON & GARRETT, ELLEN MCNAIR WITH MONTGOMERY CHAMBER OF COMMERCE AND COUNTY ATTORNEY TYRONE C. MEANS

Attorney Chris Simmons with Rushton, Stakely, Johnston & Garrett and Ellen McNair with the Montgomery Chamber of Commerce briefed the Commission on the Hyundai Electric Systems Alabama, Inc., project. After discussion, Vice Chairman Ingram requested that CSX Railroad make quarterly payments for their incentive rebates to the County.

PRESENTATION BY COUNTY ENGINEER GEORGE C. SPEAKE

County Engineer George C. Speake advised the Commission that installation of the "Share the Road" signs has been completed. Also, he mentioned that the contractor is scheduled to begin work on the Meriwether Road resurfacing project during the first week of September 2010. Additionally, the Cloverfield, Federal, and Woodley Roads resurfacing project is complete except for striping and grassing.

PRESENTATION BY CITY/COUNTY EMERGENCY MANAGEMENT DIRECTOR STEVE JONES

City/County Emergency Management Director Steve Jones briefed the Commission regarding the full version of the City/County Natural Hazards Mitigation Plan. He stated that there was no deadline to approve the Plan.

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 Vice Chairman Ingram.

The Pledge of Allegiance was led by Commissioner Polizos.

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

Mr. Polizos made a motion to approve the Minutes of the Regular Meeting of July 26, 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 Vice Chairman Ingram and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 3, are attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION RATIFYING THE "LIZ CLAIBORNE PURCHASE AND SALE AGREEMENT" EXECUTED BY CHAIRMAN ELTON N. DEAN, SR., ON 6/28/10, THE "INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF MONTGOMERY PURCHASE AND SALE AGREEMENT" EXECUTED BY CHAIRMAN ELTON N. DEAN, SR., ON 7/16/10, AND THE "HYUNDAI PROJECT AGREEMENT" EXECUTED BY CHAIRMAN ELTON N. DEAN, SR., ON 7/16/10 PURSUANT TO PUBLIC NOTICE OF AUGUST 2, 2010 IN ACCORDANCE WITH AMENDMENT 713 OF THE ALABAMA CONSTITUTION

The Administrator requested adoption of resolution ratifying the "Liz Claiborne Purchase and Sale Agreement" Executed by Chairman Elton N. Dean, Sr., on 6/28/10, the "Industrial Development Board of the City of Montgomery Purchase and Sale Agreement" Executed by Chairman Elton N. Dean, Sr., on 7/16/10, and the "Hyundai Project Agreement" Executed by Chairman Elton N. Dean, Sr., on 7/16/10 Pursuant to Public Notice of August 2, 2010 in accordance with Amendment 713 of the Alabama Constitution:

Vice Chairman Ingram made a motion to adopt the resolution. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Resolution, Agenda Pages 1-1 and 1-2, is attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION AUTHORIZING CHAIRMAN ELTON N. DEAN, SR., TO EXECUTE THE "INTERLOCAL FUNDING AND COOPERATION AGREEMENT BETWEEN MONTGOMERY COUNTY AND THE CITY OF MONTGOMERY"

The Administrator requested adoption of resolution authorizing Chairman Elton N. Dean, Sr., to execute the "Interlocal Funding and Cooperation Agreement between Montgomery County and the City of Montgomery".

Mr. Polizos made a motion to adopt the resolution. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Resolution and Interlocal Funding and Cooperation Agreement, Agenda Pages 2-1 through 2-50, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION REGARDING THE "APPLICATION FOR APPROVAL AND AUTHORIZATION TO INCORPORATE MONTGOMERY ECONOMIC DEVELOPMENT COOPERATIVE DISTRICT" (1) APPROVING SAID APPLICATION; (2) DECLARING THAT THE PROPOSED ECONOMIC DEVELOPMENT COOPERATIVE DISTRICT BE FORMED AND AUTHORIZING THE APPLICANTS TO PROCEED WITH FORMING SAID ECONOMIC DEVELOPMENT COOPERATIVE DISTRICT, AND FURTHER (3) ELECTING CHAIRMAN ELTON N. DEAN, SR., AND VICE CHAIRMAN REED INGRAM AS THE COUNTY'S TWO INITIAL DIRECTORS OF THE MONTGOMERY ECONOMIC DEVELOPMENT COOPERATIVE DISTRICT

The Administrator requested adoption of resolution regarding the "Application for Approval and Authorization to Incorporate Montgomery Economic Development Cooperative District" (1) Approving said Application; (2) Declaring that the Proposed Economic Development Cooperative District be Formed and Authorizing the Applicants to Proceed with Forming said Economic Development Cooperative District, and Further (3) Electing Chairman Elton N. Dean, Sr., and Vice Chairman Reed Ingram as the County's two initial directors of the Montgomery Economic Development Cooperative District

Mr. Williams made a motion to adopt the resolution. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Resolution and Application, Agenda Pages 3-1 through 3-6, are attached to these Minutes.)

THE WATERS IMPROVEMENT DISTRICT – ADOPTED RESOLUTION REGARDING DISCHARGING THE ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE WATERS IMPROVEMENT DISTRICT

The Administrator requested adoption of resolution regarding discharging the assessments on certain property within The Waters Improvement District.

Mr. Polizos made a motion to adopt the resolution. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Letter and Resolution, Agenda Pages 4-1 through 4-9, are attached to these Minutes.)

THE WATERS IMPROVEMENT DISTRICT – ADOPTED RESOLUTIONS ELECTING DIRECTORS

The Administrator presented a letter and resolution from Mr. Robert E.L. Gilpin of Kaufman Gilpin McKenzie Thomas Weiss, PC requesting adoption of resolutions regarding board members appointments of James T. Holloway, J. Garrett McNeil and Thomas H. Brigham.

Vice Chairman Ingram made a motion to adopt resolutions regarding board members appointments of James T. Holloway, to serve the remainder of Edward V. Welch, Sr.'s term, for a term expiring December 31, 2012, of J. Garrett McNeil, to serve the remainder of Dale Walker's term, for a term expiring December 31, 2011, and of Thomas H. Brigham, to serve the remainder of L. Russell Daniel's term, for a term expiring December 31, 2010. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Letters, Resolutions, and Board Members' Information Page, Agenda Pages 5-1 through 5-8, are attached to these Minutes.)

JOINT PUBLIC CHARITY HOSPITAL BOARD – APPROVED BOARD MEMBER REAPPOINTMENTS

The Administrator presented a letter from Administrator of Montgomery County Health Department James R. Martin requesting approval of board member reappointments of Richard Wilhoite and Henry Frazer.

Mr. Polizos made a motion to approve board member reappointments of Richard Wilhoite and Henry Frazer, for terms expiring October 5, 2013. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Letter and Board Members' Information Page, Agenda Pages 6-1 and 6-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED ENVIRONMENTAL COVENANT FOR THE MONTGOMERY COUNTY SHOP AS REQUIRED BY THE ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

The Administrator presented the following memorandum from Risk Manager Scott Kramer requesting approval of Environmental Covenant for the Montgomery County Shop:

August 2, 2010

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Risk Manager

SUBJECT: Environmental Contract Required by ADEM – County Shop

On July 26th, at the last County Commission meeting, I discussed this item with the Commissioners. Over the past several years, ADEM has required monitoring of the sight soil and groundwater contamination located at the County Shop. Recently, as a result of these levels being low, ADEM will no longer require constant monitoring.

ADEM does require that restrictions be placed on the deed prohibiting use of groundwater for potable purposes and requiring appropriate management if contaminated soils are excavated. I have attached an environmental contract prepared by Environmental Materials Consultants to meet this requirement.

The County Attorney, Thomas Gallion, has reviewed this agreement. I am requesting that this item be placed on the next agenda for the County Commission's consideration of approval and signature.

cc: John A. Mitchell, Sr.

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. (Copies of Letter, Memoranda and Environmental Covenant, Agenda Pages 7-2 through 7-10, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED WELLS ACTION IN MAILING SERVICE CONTRACT REGARDING PRESORTING AND DELIVERY OF COUNTY MAIL, SUBJECT TO REVIEW BY THE COUNTY ATTORNEY

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr., requesting approval of Wells Action in Mailing Service Contract:

August 5, 2010

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

RE: Wells Action In Mailing Service Contract

Attached is the Wells Service Contract for your review. This contract will provide for presorting and delivery of County mail to the Post Office with a cost savings of 2.6 cents per piece.

Pending review by the County attorney, I ask that the Commission approve this item at the next meeting on August 9, 2010.

Attachments

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 Service Contract, Agenda Pages 8-2 through 8-12, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED CHANGE ORDER NUMBER 1 WITH INGRAM CONSTRUCTION COMPANY REGARDING MONTGOMERY COUNTY K-9 FACILITY

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr., requesting approval of Change Order Number 1 with Ingram Construction Company:

August 4, 2010

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Change Order No. One
Ingram Construction Company
Montgomery County K-9 Facility

Attached is Change Order No. One, received from the architect and contractor for the K-9 Facility construction project. Change Order Number One is comprised of items in the amount of $8,880.03. This change will increase the original Contract Sum to $492,833.03.

This change was discussed during the previous Commission meeting and is forwarded to you for your approval at the next County Commission meeting on August 9, 2010. I agree with the recommendations of the architect and contractor and ask the Commission to review the attached documents. Your careful consideration of this matter is greatly appreciated.

Attachments

End of Memorandum

Mr. Polizos made a motion to approve Change Order Number 1 with Ingram Construction Company. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Change Order Number 1, Agenda Pages 9-2 and 9-3, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED CHANGE ORDER NUMBER 1 AND FINAL PAYMENT TO PHILLIPS, INC., REGARDING DRAINAGE REPAIRS AT 530 S. LAWRENCE STREET

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr., requesting approval of Change Order Number 1 and final payment to Phillips, Inc.:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: John A. Mitchell, Deputy Administrator

DATE: August 4, 2010

SUBJECT: Change Order #1 and Final Pay – Bid No. 51100-10B-011, Drainage Repairs at 530 S. Lawrence Street

Request approval of the attached Change Order No. 1, decreasing the contract price from $12,258.00 to $11,078.00 and final pay request to Phillips, Inc. on the above referenced project in the amount of $11,078.00, be placed on the agenda for the County Commission meeting on August 9, 2010. (copy of pay request attached)

The original contract price is reduced due to the fact that the gutters and downspouts were deleted and brick will be put under the windows instead.

Coordination of change order and final payment made with Mr. Tommy Lawrence of TCU Consulting Services, LLC.

End of Memorandum

Mr. Polizos made a motion to approve Change Order Number 1 and Final Payment to Phillips, Inc. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copies of Change Order Number 1 and Letter, Agenda Pages 10-2 and 10-3, are attached to these Minutes.)

DETENTION FACILITY – RECOGNIZED AND DENIED CLAIM FILED BY LELA KEMP LOWERY AS ADMINISTRATOR AD LITEM FOR THE ESTATE OF KEITH RHENARDO LOWERY

The Administrator presented an opinion from County Attorney Thomas T. Gallion, III, to recognize and deny the claim filed by Lela Kemp Lowery as Administrator ad litem for the estate of Keith Rhenardo Lowery.

Vice Chairman Ingram made a motion to recognize and deny the claim filed by Lela Kemp Lowery as Administrator ad litem for the estate of Keith Rhenardo Lowery. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Attorney Gallion's Opinion, Memorandum and Notice of Claim, Agenda Pages 11-1 through 11-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS REPROGRAMMING REQUESTS

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

August 9, 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:

NC-2010-115: Pike Road Volunteer Fire Protection Authority, for 911 Ceremonies - $500

NC-2010-116: BOE, Johnnie R. Carr Junior High School, for Choral Music Program; - $550

NC-2010-117: BOE, Southlawn Middle School, for Principal's Discretionary Fund - $200

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:

NC-2010-118: BOE, Robert E. Lee High School, the Athletic Department - $500

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

SHERIFF'S OFFICE – APPROVED BID AWARD FOR OIL SERVICE AND TIRE ROTATION, BID NUMBER 52110-10C-025

The Administrator presented the following memorandum from Assistant Director of Support Services Pat Silas requesting approval of Bid Award for Oil Service and Tire Rotation:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services

DATE: August 4, 2010

SUBJECT: Invitation to Bid No. 52110-10C-025,
Oil Service and Tire Rotation

Request approval of award on the above referenced Invitation to Bid, to low bid of Jackie's Automotive Service, in the amount of $138.63, based on unit pricing, be placed on the agenda for the County Commission meeting on August 9, 2010. (copy of spread sheet attached)

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

Coordination of award made with Sheriff D.T. Marshall.

Attachment

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. (Copy of Spreadsheet, Agenda Page 13-2, is attached to these Minutes.)

TAX & AUDIT DEPARTMENT – APPROVED POSITION FILL REQUEST FOR CLERK TYPIST II

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr., requesting approval of Position Fill Request for Clerk Typist II:

August 2, 2010

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Clerk Typist II Position
Tax & Audit Department

Attached is the memo from Larry Curvin, Revenue Manager of the Tax and Audit department, requesting authorization for a Clerk Typist II position.

There is critical need to fill this vacant position as soon as possible. This position is responsible for opening mail which includes processing sales tax payments. It is of critical importance that we are able to process these payments in a timely manner.

This item was discussed during the information session on July 26, 2010. I am requesting the Commission approve this request during the August 9, 2010 Commission meeting.

Attachment

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Vice Chairman Ingram. Chairman Dean, Vice Chairman Ingram and Mr. Williams voted in favor of the motion. Mr. Polizos voted in opposition and the motion carried. (Copies of Memorandum and Position Fill Request, Agenda Pages 14-2 and 14-3, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (9)

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

	DEPARTMENT	TRAVEL/TRAINING REQUESTS
1.	County Commission	Request Number 19
2.	Public Affairs Department	Request Number 5
3.	Information Systems	Request Number 10
4.	Youth Facility	Request Number 17
5.	Risk Management Department	Request Numbers 14 and 15
6.	District Attorney's Office	Request Numbers 35, 36 and 40

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 15-1 through 15-9, are attached to these Minutes.)

WAIVED AGENDA RULES

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

VARIOUS DEPARTMENTS – APPROVED BUDGET CHANGE REQUESTS (2)

The Administrator recommended the following Budget Change Requests for approval by the Commission:

	DEPARTMENT	BUDGET CHANGE REQUESTS
1.	Engineering	Request Number 15
2.	Information Systems	Request Number 1

Mr. Williams made a motion to approve the budget change requests. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 16-1 and 16-2, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED POSITION FILL REQUEST FOR DEPUTY SHERIFF TRAINEE / DEPUTY SHERIFF

The Administrator requested approval of position fill request for Deputy Sheriff Trainee/Deputy Sheriff in the Sheriff's Office.

Mr. Williams 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 17-1, is attached to these Minutes.)

PROBATE JUDGE'S OFFICE – APPROVED POSITION FILL REQUEST FOR CUSTOMER SERVICE CLERK

The Administrator requested approval of position fill request for Customer Service Clerk in Probate Judge's Office.

Mr. Williams made a motion to approve the position fill request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 18-1, is attached to these Minutes.)

Vice Chairman Ingram reiterated that this was not a new Position Fill Request but a replacement for one that was previously approved. He stated that the person who had been hired for the position was no longer employed in that position.

SHERIFF'S OFFICE – APPROVED BID AWARD FOR ABOVE GROUND GASOLINE STORAGE TANK FUELING SYSTEM AT K-9 FACILITY, BID NUMBER 52110-10B-026

The Administrator presented the following memorandum from Assistant Director of Support Services Pat Silas requesting approval of Bid Award for above ground gasoline storage tank fueling system:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services

DATE: August 5, 2010

SUBJECT: Invitation to Bid No. 52110-10B-026, Above Ground
Gasoline Storage Tank Fueling System

Request that rules be waived at the County Commission meeting on August 9, 2010 and approval of award on the above referenced invitation to bid be made to low bid of MECO, Inc., in the amount of $48,719.00.

Coordination of award made with Sheriff D.T. Marshall and Mr. Tommy Lawrence of TCU Consulting Services, Inc.

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. (Copies of Letter and Spreadsheet, Agenda Pages 19-2 and 19-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MEMORANDUM OF AGREEMENT WITH HEALTH SERVICES INC., FOR CONSTRUCTION OF RIVER REGION HEALTH CENTER

The Administrator requested approval of Memorandum of Agreement with Health Services, Inc., for construction of River Region Health Center.

Mr. Williams made a motion to approve the Memorandum of Agreement with Health Services, Inc., for construction of River Region Health Center. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copy of Memorandum of Agreement, Agenda Pages 20-1 through 20-3, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 26

The Administrator presented Budget Change Request Number 26, County Commission Appropriations.

Mr. Williams made a motion to approve the budget change request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Budget Change Request Number 26, Agenda Page 21-1, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED ACCEPTANCE OF CERTIFICATE OF SUBSTANTIAL COMPLETION BY INGRAM CONSTRUCTION, LLC REGARDING THE K-9 FACILITY

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr., requesting approval of Acceptance of Certification of Substantial Completion:

August 4, 2010

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Certificate of Substantial Completion

Attached is a Certificate of Substantial Completion. This Certificate is from Ingram Construction, LLC for the new K-9 Facility. The work performed has been reviewed by Barry Robinson, the Architect, and found to be substantially completed to the best of his knowledge.

I ask the Commission to waive rules and approve this item at the next Commission meeting on August 9, 2010. Your careful consideration of this matter is greatly appreciated.

Attachment

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Transmittal-Workflow and Certificate of Substantial Completion, Agenda Pages 22-2 through 22-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED CHANGE ORDER NUMBER 2 WITH T.C.U. CONSULTING SERVICES, LLC REGARDING PROGRAM MANAGEMENT SERVICES

The Administrator requested approval of Change Order Number 2 with T.C.U. Consulting Services, LLC regarding Program Management Services.

Vice Chairman Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Letter and Change Order Number 2, Agenda Pages 23-1 and 23-2, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Alabama Cooperative Extension System County Extension Coordinator Jimmy Smitherman introduced several members of the local Master Gardeners Club to the Commission. Chairman Dean told them that the Commission was happy to have them at the meeting this morning.

Vice Chairman Ingram thanked the Montgomery Area Chamber of Commerce and Attorney Tyrone C. Means for the great job they are doing. He also thanked Mr. Smitherman and the Master Gardeners for their service to the community.

Commissioner Williams also thanked the Montgomery Area Chamber of Commerce for making a better quality of life for the citizens of Montgomery County, by adding 500 new jobs to Montgomery. He stated that he appreciates being a part of this change. He also thanked the Master Gardeners for being with them today.

Commissioner Polizos stated that it was good to see everyone. He addressed Chief Cunningham, and inquired about the Sheriff's *Show & Tell Camp;* Chief Cunningham reported that it had gone very well.

Chairman Dean thanked the Commission for working together as a team on the Hyundai Project which will create up to 500 new jobs; and he noted that there will be more jobs to come which will help the economic growth of Montgomery. He also praised the Montgomery Area Chamber of Commerce for their work. He informed the audience that Commissioner Wilson was not present because he was in court today.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF, AND COMMISSIONERS

PRESENTATION BY JIMMY SMITHERMAN WITH THE MONTGOMERY COUNTY EXTENSION OFFICE

Jimmy Smitherman with the Montgomery County Extension Office informed the Commission that the lease for the Extension Office building would expire in October 2010. He introduced Master Gardener Members Jane Martin, Maggie Stringer, Richard Moore and Kelly Sensintaffar to the Commission and stated that the Master Gardeners utilize the Extension Office, but are in need of a larger meeting facility with parking. The Commission agreed that they would assess the needs of the Extension Service and the Master Gardeners.

PRESENTATION BY REVENUE COMMISSIONER JANET BUSKEY

Revenue Commissioner Janet Buskey briefed the Commission regarding Tax Collection Comparisons for 2008 and 2009 Tax Years. Ms. Buskey also reviewed Revenue Collections from October 1, 2009 through August 6, 2010.

PRESENTATION BY JUVENILE COURT ADMINISTRATOR BRUCE R. HOWELL AND JUVENILE DETENTION DIRECTOR MICHAEL PROVITT

Juvenile Court Administrator Bruce R. Howell and Juvenile Detention Director Michael Provitt briefed the Commission regarding a Position Fill Request for Juvenile Detention Supervisor. Mr. Howell stated that the position would be filled from an internal promotion, and the position is budgeted. After discussion, Vice Chairman inquired into the State mandate for employee staffing and Mr. Howell agreed to provide this information.

PRESENTATION BY REVENUE COMMISSIONER JANET BUSKEY

Revenue Commissioner Janet Buskey presented the 2010-2011 Revenue Commissioner and Appraisal Department Budgets.

PRESENTATION BY CITY/COUNTY PUBLIC LIBRARY DIRECTOR JAUNITA OWES AND BOARD OF TRUSTEES PRESIDENT THOMAS MCPHERSON

City/County Public Library Director Jaunita Owes presented the 2010-2011 City/County Public Library Budget.

City/County Public Library Board of Trustees President Thomas McPherson thanked the Commission for their support.

Vice Chairman Ingram presented a letter from Administrator Mims to Mayor Gordon Stone regarding the 2010-2011 Budget for the Pike Road Library. The letter acknowledged the Mayor's support for funding 50% of the 2010-2011 Budget.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims reported that the County has paid Rivertree Systems $31,200 and Cameron Associates $51,362 for audit invoices submitted this year.

Administrator Mims informed the Commission that Dr. Keivan Deravi of AUM will be presenting the Economic Outlook for Montgomery County at the August 23, 2010 County Commission meeting. He stated that there would be no cost to the County.

Administrator Mims also presented the Montgomery Public Schools Facility Plan Monthly Report #44 for the Month of July 2010 from T.C.U. Consulting Services, LLC.

Administrator Mims briefed the Commission regarding the Montgomery County Detention Facility's Population Report for July 2010 which showed an average daily population of 513.

Administrator Mims presented the Community Corrections Census and Fiscal Report for July 2010.

Administrator Mims presented a copy of the ACCA SelfGov.net webpage and The Alabama Limited Self-Governance Act.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Manager of Public Affairs DiDi Henry presented the County's new website and highlighted features of the new site. The Commission agreed that the site was ready to release to the public.

Mrs. Henry then presented an Employee Suggestion Program PowerPoint presentation called "Mission Possible" and spoke on the benefits of the Commission pursing the type of program. The Commission agreed to allow her to talk with other county elected officials to get their approval to present the program to all county employees. The program is designed to encourage employees to submit cost-saving ideas and other ways to improve the County.

PRESENTATION BY RISK MANAGER SCOTT KRAMER

Risk Manager Scott Kramer briefed the Commission regarding the Resource Conservation Management Policy. Vice Chairman Ingram asked Mr. Kramer to research what the State of Alabama is doing regarding controlling heating/cooling thermostats in State buildings.

Vice Chairman Ingram inquired about the savings on healthcare and Mr. Kramer responded that the County saved money compared to last year.

ADJOURNMENT

Vice Chairman Ingram made a motion to adjourn the meeting of the Montgomery County Commission on August 9, 2010, at 12:22 p.m. The motion was seconded by Commissioner Polizos and unanimously approved by the Commission.

Agenda

AUG - 9 2010

08-09-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 07-30-10

Check Number	To	Check Number
210240		210268
Total Checks Paid		$83,493.96

CHECK #	PAYEE	AMOUNT	DATE
210233	Bryan's Floor Store	$ 4,282.91	07/23/10
210234	Trustworthy Services, Inc.	$12,665.00	07/23/10
210235	International Martial Arts Council	$ 150.00	07/26/10
210236	Servis First Bank	$15,461.38	07/26/10
210237	Montgomery Cash & Carry	$ 1,396.54	07/26/10
210238	Daisy Clarke Bolden	$ 125.00	07/26/10
210239	Yvonne Riley Kemp	$ 100.00	07/26/10

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

Agenda

AUG - 9 2010

08-09-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 07-30-10

Check Number	To	Check Number
210269		210306
Total Checks Paid		$241,746.02

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

Agenda

AUG - 9 2010

08/09/10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED
07/30/10

Payroll Check Number	104445	To	Payroll Check Number	104633	$ 156,334.81
Direct Deposits					$ 860,531.92
Payroll Check Number	104634	To	Payroll Check Number	104650	$ 226,855.70
Direct Deposits					$ 66,259.33
Federal Deposits					$ 343,667.78
Total Payroll Paid					$ 1,653,649.54

CHECK #	PAYEE	AMOUNT	DATE
104444	Roy Wylie Granger III	$ 3,739.31	07/16/10

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

RESOLUTION

WHEREAS, Montgomery County ("the County") desires to enter into an Agreement ("the Hyundai Project Agreement") with the State of Alabama ("the State"), the City of Montgomery ("the City"), The Industrial Development Board of the City of Montgomery ("IDB"), and Hyundai Electrical Systems Alabama, Inc. ("Hyundai"), a Delaware corporation that is qualified to do business in Alabama and is a wholly owned subsidiary of Hyundai Heavy Industries Co., Ltd. for the purpose of developing an electric transformer manufacturing facility (the "Facility") in Montgomery County;

WHEREAS, the County desires to enter into an Agreement ("the IDB Purchase Agreement") with the City and the IDB for the purpose of the County and City jointly purchasing a twenty (20) acre parcel of land situated in Montgomery County, Alabama from the IDB to be used developing the Facility;

WHEREAS, the County desires to enter into an Agreement ("the Liz Claiborne Purchase Agreement") with the City and Liz Claiborne, Inc., a Delaware corporation, for the purpose of the County and City jointly purchasing an eighty (80) acre parcel of land situated in Montgomery County, Alabama from Liz Claiborne, Inc. to be used developing the Facility;

WHEREAS, the IDB twenty (20) acre parcel and the Liz Claiborne eighty (80) acre parcel will be combined to form the one hundred (100) acre Project Site on which Hyundai is to build the Facility;

WHEREAS, the County, along with the City, will assign all its rights, title and obligations under the IDB Purchase Agreement and the Liz Claiborne Purchase Agreement for the two subject property parcels to the Montgomery Economic Development Cooperative District, a capital improvement cooperative district under Chapter 99B of Title 11 of Code of Alabama;

WHEREAS, the IDB Purchase Agreement and the Liz Claiborne Purchase Agreement are prerequisites and necessary transactions to effectuate and facilitate the Hyundai Project Agreement;

WHEREAS, the Commission has determined that it is in the best interest of the County and its residents for the County to partner with the State, the City, the IDB, and Hyundai to create and facilitate the development of this economic and industrial development project in Montgomery County;

WHEREAS, the Commission believes that the location, construction and operation of the Facility and the additional improvements related thereto will have at least the following public benefits to the County: (1) promotion of economic and industrial development within the County; (2) creation of additional jobs; (3) increasing median wage rates; and (4) expanding the tax base and otherwise promoting the health, welfare and prosperity of the citizens of the County by causing additional industry to locate here;

WHEREAS, the uses of public funds in the Hyundai Project Agreement, the IDB Purchase Agreement, and the Liz Claiborne Purchase Agreement is in consideration of the agreements of Hyundai (as contained in the Hyundai Project Agreement) to construct the Facility within the corporate limits of the Montgomery County, to employ at least 480 Full-Time Employees at certain levels of wages and to maintain such employment levels at such wage rates for specified periods of time and Hyundai's agreement to repay or return certain amounts if such target levels of jobs and wages are not met or if other conditions contained therein are not met;

WHEREAS, the County has given proper legal notice of the Montgomery County Commission's intent to consider and ratify the Hyundai Project Agreement, the IDB Purchase Agreement, and the Liz Claiborne Purchase Agreement at this regularly scheduled meeting of the Commission in accordance with Amendment 713 of the Alabama Constitution by publishing said legal notice in the Montgomery Advertiser on August 2, 2010.

NOW, THEREFORE, BE IT RESOLVED, by the Montgomery County Commission on this 9th day of August, 2010, that the Commission ratifies the Hyundai Project Agreement, the IDB Purchase Agreement, and the Liz Claiborne Purchase Agreement.

APPROVED:

Elton N. Dean, Sr. -- Chairman

Reed Ingram --- Vice Chairman

Ham Wilson, Jr.

Dimitri Polizos

Jiles Williams, Jr.

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, Donald L. Mims, Administrator of Montgomery County, Alabama, do hereby certify that the foregoing is a true and correct copy of a resolution which was duly adopted by the County Commission of Montgomery County, Alabama at its regular meeting held the 9th day of August, 2010.

Montgomery County Administrator

RESOLUTION

WHEREAS, Montgomery County ("the County") desires to enter into an Interlocal Funding and Cooperation Agreement with the City of Montgomery ("the City") to effectuate the formation of a capital improvement cooperative district and to define their respective roles and obligations under certain Agreements to which both are parties in furtherance of the development of an electric transformer manufacturing facility (the "Facility") in Montgomery County;

WHEREAS, the County and the City desire to memorialize their understandings and agreements relating to their agreement to jointly form a capital improvement cooperative district and their respective roles and obligations under the Hyundai Project Agreement, the IDB Purchase Agreement, and the Liz Claiborne Purchase Agreement;

WHEREAS, the County and City have agreed to fund their joint obligations under the Hyundai Project Agreement, the IDB Purchase Agreement, and the Liz Claiborne Purchase Agreement with the County paying a 40% share the City paying a 60% share with respect to those obligations;

WHEREAS, the Montgomery County Commission has determined that it is in the best interest of the County and its residents for the County to partner with the City in furtherance of the creation and development of an economic and industrial development project in Montgomery County, and to define and memorialize their obligations, understandings and agreements related thereto;

WHEREAS, the Montgomery County Commission has determined that it is wise, expedient, necessary, and in the best interest of the County to jointly form with the City a capital improvement cooperative district under Chapter 99B of Title 11 of Code of Alabama with the City, with the name of the District to be the "Montgomery Economic Development Cooperative District;"

NOW, THEREFORE, BE IT RESOLVED, by the Montgomery County Commission on this 9th day of August, 2010, that the Commission authorizes Chairman Dean to execute the Interlocal Funding and Cooperation Agreement on behalf of the County.

2-1

APPROVED:

Elton N. Dean, Sr. -- Chairman

Reed Ingram --- Vice Chairman

Ham Wilson, Jr.

Dimitri Polizos

Jiles Williams, Jr.

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, Donald L. Mims, Administrator of Montgomery County, Alabama, do hereby certify that the foregoing is a true and correct copy of a resolution which was duly adopted by the County Commission of Montgomery County, Alabama at its regular meeting held the 9th day of August, 2010.

Montgomery County Administrator

INTERLOCAL FUNDING AND COOPERATION AGREEMENT

THIS INTERLOCAL FUNDING AND COOPERATION AGREEMENT (the "Agreement") is hereby made and entered into as of the ___ day of August, 2010 by and among the **CITY OF MONTGOMERY**, an Alabama body corporate and politic ("City"), and **MONTGOMERY COUNTY, ALABAMA**, a body corporate and politic and Alabama political subdivision ("County").

WITNESSETH:

WHEREAS, the City and County have entered into that certain Project Agreement dated July 16, 2010 by and among Hyundai Electric Systems Alabama, Inc., a Delaware corporation ("Hyundai"), the State of Alabama ("State"), The Industrial Development Board of the City of Montgomery ("IDB"), the City and the County, a copy of which is attached is attached hereto as Exhibit "A" (herein the "Project Agreement"); and

WHEREAS, pursuant to the Project Agreement, the City and County have agreed to jointly provide certain reimbursements to Hyundai for capital expenditures and to provide certain other incentives on the terms and conditions therein contained; and

WHERAS, the parties hereto have each entered into that certain Purchase and Sale Agreement dated June 28, 2010 with Liz Claiborne, Inc. and that certain Purchase and Sale Agreement dated July 16, 2010 with The Industrial Development Board of the City of Montgomery (collectively referred to herein as the "Purchase Agreements") for the purchase of the Project Site (as defined in the Project Agreement);

WHEREAS, the parties hereto desire to memorialize their understandings and agreements relating to the obligations of the Local Governments (as defined in the Project Agreement) on the terms and conditions herein contained.

NOW, THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the City and County, intending to be legally bound, do hereby agree as follows:

ARTICLE I

DEFINITIONS; REPRESENTATIONS AND WARRANTIES

1.1 Definitions. The following capitalized and quoted terms when used herein shall have the meanings set forth below unless a different meaning is clear from the context in which such term is used.

"City" shall have the meaning set forth in the preamble hereto and includes any successor thereto succeeding to its functions.

"City Share" shall mean sixty (60%) percent.

"City Representative" shall mean and refer to the Mayor of the City serving from time to time.

"County" shall have the meaning set forth in the preamble thereto and includes any successor thereto succeeding to its functions.

"County Share" shall mean forty (40%) percent.

"County Representative" shall mean and refer to the Chairman of the Montgomery County Commission serving from time to time.

"Person" shall include any individual, corporation, partnership (whether general, limited or limited liability), joint venture, limited liability company, association, trust, unincorporated organization and any government or any agency or political subdivision thereof.

In addition, capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Project Agreement.

1.2 Representations and Warranties of City.

(a) The City is duly organized and validly existing as a municipal body corporate and politic under the laws of the State of Alabama and has duly authorized by all necessary action the City's execution, delivery and performance of this Agreement, with such action having been taken at an open meeting duly held after the provision of all applicable notice.

(b) This Agreement constitutes a legal, valid and binding obligation of City, enforceable against City in accordance with its terms. Neither the execution and delivery of this Agreement nor the performance hereof by City requires any consent of, filing with or approval of, notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity), except for such consents, filings, approvals or notices which have already been made or obtained.

(c) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by City violates, constitutes a default under or a breach of (i) the City's organizational documents or charter; (ii) any agreement, instrument, contract, mortgage or indenture to which City is a party or to which the City or its assets are subject; or (iii) any law, judgment, decree, order, ordinance, rule, regulation, consent or resolution applicable to the City or any of its assets.

1.3 Representations and Warranties of the County

(a) The County is duly organized and validly existing as a political subdivision under the laws of the State of Alabama and has duly authorized by all necessary action the County's execution, delivery and performance of this Agreement, with such action having been taken at an open meeting duly held after the provision of all applicable notice.

(b) This Agreement constitutes a legal, valid and binding obligation of County, enforceable against County in accordance with its terms. Neither the execution and delivery of this Agreement nor the performance hereof by County requires any consent of, filing with or approval of, or notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity), except for such consents, filing, approvals, hearings, or notices which have already been made or obtained.

(c) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by County violates, constitutes a default under or a breach of (i) the County's organizational documents or charter; (ii) any agreement, instrument, contract, mortgage or indenture to which County is a party or to which the County or its assets are subject; or (iii) any law, judgment, decree, order, ordinance, rule, regulation, consent or resolution applicable to the County or any of its assets.

1.4 Recitals Effect. The recitals set forth above are hereby included as part of this Agreement as is fully set forth herein.

ARTICLE II

HYUNDAI PROJECT

2.1 Funding Obligations of the Project Agreement and Purchase Agreements. The City and County agree to fund their joint obligations under the Project Agreement and the Purchase Agreements, with the City paying the City Share and the County paying the County Share with respect to those obligations. Such payments under the Purchase Agreements shall be made at the respective closings thereunder. Such payments under the Project Agreement shall be submitted as soon as reasonably practicable following the delivery of the Request for Payment, Certificate of Compliance and other documents required under the Project Agreement and as supplemented with other documents reasonably requested by either the City or the County.

2.2 Formation of Cooperative District. Each of the parties hereto agrees that it is wise, expedient and in the best interest of each of the City and County to jointly form

2-5

a capital improvement cooperative district under Chapter 99B of Title 11 of Code of Alabama (1975), as amended (herein such cooperative district is referred to as the "District"). The name of the District shall be the "Montgomery Economic Development Cooperative District." There shall be five (5) members of the Board of Directors of the District, with the City being entitled to select and elect three (3) members to the Board of Directors and the County to be entitled to select and elect two (2) members to the Board of Directors for the District. Each of the City and County shall take such actions as necessary to authorize the incorporation of the District under the Act and to cause the District to take such further actions as are necessary to assume the City and County's obligations under the Purchase Agreements and for the City and County to assign all their rights, title and obligations thereunder. The assignment to the District and its assumption of the obligations of the City or County under any agreement shall not in any way relieve or release either party hereto of their funding and performance obligations hereunder, or under the Project Agreement or under either of the Purchase Agreements. The City and County further agree to take any and all actions necessary or required under each of the Purchase Agreements to keep each of the respective Purchase Agreements effective. Each of the parties hereto further agree and consent to the acquisition by the District of the Project Site and to the conveyance by the District, without any consideration therefor from Hyundai, of the Project Site to Hyundai subject to a first mortgage from Hyundai in favor of the District. Each party hereto agrees that, upon dissolution of the District and after paying or making adequate provision for the payment of the debts and liabilities of the District, the remaining assets of the District shall be distributed in the following manner: a sixty (60%) percent undivided interest shall be distributed to City and a forty (40%) percent undivided interest shall be distributed to the County. The parties hereto agree that they may approve amendments to the Certificate of Incorporation to permit the District to be utilized for additional projects all in the manner permitted by the Act.

ARTICLE III
MISCELLANEOUS

3.1 Severability; Enforceability. The provisions of this Agreement shall be severable. In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

3.2 Entire Agreement. This Agreement, including any and all exhibits and appendices hereto, contains the entire agreement of the parties regarding the transactions described herein and there are no representations, oral or written, relating to the transactions described herein which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify, or discharge this Agreement, in whole or in part, unless such later agreement is in writing and is signed by all parties hereto.

3.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute but one and the same agreement.

2-6

3.4 Binding Effect; Governing Law. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns. No party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other parties hereto. This Agreement shall be governed exclusively by, and construed and interpreted in accordance with, the laws of the State of Alabama.

3.5 Notices. All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of a party to whom the same is directed, or mailed by certified mail, return receipt requested, postage prepaid, or sent by overnight courier, addressed as follows:

If to City:	City of Montgomery 103 N. Perry Street, Room 200 Montgomery, Alabama 36104 ATTN: Mayor
If to County:	Montgomery County Commission 100 S. Lawrence Street Montgomery, Alabama 36104 ATTN: Chairman

Any notice or other documents shall be deemed to be received as of the date delivered, if delivered personally, or as of two (2) business days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier.

3.6 No Waiver. No consent or waiver, express or implied, by any party hereto to any breach or default by any other party in the performance by such other party of its obligations hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default of performance of such other party of the same or any other obligations of such party hereunder. Failure on a part of any party to complain of any act or failure to act of another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of such party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any party hereto shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

3.7 Remedies. Whenever any party hereto shall default in the performance of its obligations under this Agreement, the other parties hereto may take whatever legal action (including, but not limited to, actions for damages or actions for specific performance, injunctions or mandamus) that it shall deem necessary or desirable to enforce any agreement or condition contained herein or any other obligation of the defaulting party imposed by law. The parties hereto recognize, and will not object to, an action for specific performance, injunctions or mandamus.

3.8 Headings. The headings and captions used in this Agreement are for convenience of reference only and shall not form a part hereof nor be deemed to limit the provisions hereof.

3.9 No Third-Party Beneficiaries. This Agreement is intended only for the benefit of the parties executing this Agreement, and neither this Agreement nor any of the rights, interests, duties or obligations hereunder is intended for the benefit of any other person or third-party.

3.10 Meaning of Terms. All references in this instrument to designated "Articles" "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed. The terms "herein," "hereof" and "hereunder" and other words of similar import referred to this agreement as a whole and not to any particular Article, section or other subdivision.

3.11 Date of Agreement. The date of this Agreement is intended and as for a date for the convenience of identification of this Agreement and is not intended to indicate that this Agreement was executed and delivered on said date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

2-8

IN WITNESS WHEREOF, the undersigned have hereunto set their hands on and as of the date first above written by a duly authorized officer thereof.

"CITY":

CITY OF MONTGOMERY

(SEAL)

By: ____________________________
As Its Mayor

Attest:

____
As Its City Clerk

"COUNTY":

MONTGOMERY COUNTY, ALABAMA

By: **MONTGOMERY COUNTY COMMISSION**

(SEAL)

By: ____________________________
As Its Chairman

Attest:

____
As Its County Administrator

2-9

EXHIBIT "A"

PROJECT AGREEMENT

See Attached Copy of Project Agreement

PROJECT AGREEMENT

BY

And

AMONG

The State of Alabama,

The City of Montgomery,

Montgomery County, Alabama,

The Industrial Development Board of the City of Montgomery,

and

Hyundai Electric Systems Alabama, Inc.

2-11

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (the "Agreement") is made and entered into as of the Effective Date (as defined herein) by and among the **State of Alabama** (the "State"); the **City of Montgomery**, a body corporate and politic (the "City"); **Montgomery County, Alabama,** a body corporate and politic (the "County"); **The Industrial Development Board of the City of Montgomery**, a non-profit public corporation ("IDB") and **Hyundai Electric Systems Alabama, Inc.,** a Delaware corporation and a wholly owned subsidiary of Hyundai Heavy Industries Co., Ltd., a Korean limited partnership (the "Company"). The State, City, County, IDB and the Company are each a "Party" to this Agreement and are collectively referred to herein as the "Parties". The City, County, and IDB are collectively referred to herein as the "Local Parties". The City and County are collectively referred to herein as the "Local Governments".

RECITALS

WHEREAS, the Company is in the business of manufacturing electric transformers, and

WHEREAS, the Company has advised the State and Local Parties that it desires to locate an electric transformer manufacturing facility (the "Facility") at the approximately one hundred (100) acre site described in Exhibit "A" attached hereto, which is located within the corporate limits of the City (the "Project Site"), wherein it will employ a total of not less than four hundred eighty (480) Full-Time Employees (collectively, the Facility and Project Site are herein referred to as the "Project"); and

WHEREAS, the Company has represented to the State and Local Parties that the Company will develop, construct and operate the Facility on the Project Site with a total capital investment of at least ninety million dollars ($90,000,000) in Capital Improvements; and

WHEREAS, in reliance on the Company's representations of the total capital investment by the Company and the other representations and commitments of the Company contained herein, and the Company's promise to employ the above-mentioned Full-Time Employees as stated herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the State, the Local Parties and their respective citizenry, and the agreements made by the Company herein, the State and Local Parties are willing to make available to the Company certain incentives in the manner and amounts described herein, subject to existing law, as presently interpreted and construed.

NOW, THEREFORE, for and in consideration for the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto enter into this Agreement and do hereby agree on the following terms and conditions:

1. **Scope of Agreement.** This Agreement (including, but not limited to, all exhibits, attachments, and appendices attached hereto) fully sets out the entire agreement of the Parties as a group superseding any and all prior and contemporaneous oral or written representations, warranties and agreements as a group but not superseding any agreements between the State and any of the Local Parties or among any of the Local Parties. The first three Recitals set forth above are hereby incorporated as representations and warranties of the Company by this reference as if set forth in their entirety herein and are a fully operative part of this Agreement.

2. **The Company's Commitments, Representations and Warranties.** In consideration of the State and the Local Parties providing the incentives and abatements described herein, the Company makes the following agreements, commitments, representations and warranties to each of the State and the Local Parties:

(a) The Company acknowledges that the citizens of the State, County and the City anticipate the prompt receipt of substantial economic benefit to the local and state economies in return for the investment of public money in the Project. Therefore, the Company agrees to diligently prosecute the construction and development of the Project, Completing Site Preparation not later than six months following the Effective Date (the "Site Preparation Completion Date"), and Commencing Operations at the Facility not later than December 31, 2012 (the "Commencement of Operations Date"). For the purposes of this Agreement, "Commence Operations" or "Commencement of Operations" or similar phrases, when capitalized herein shall mean the date that the Facility is placed in service for federal income tax purposes under Treasury Regulation § 1.150-2(c) in manufacturing electric transformers for commercial sale. For purposes of this Agreement, "Completing Site Preparation" means the completion of the clearing, grading, compacting and preparing the building pad for the Facility on the Project Site. The Company shall diligently and continuously prosecute construction of the Facility to completion, using appropriate equipment and manpower to prepare the Project Site and to install the necessary infrastructure to construct the Facility to accomplish the objectives of the Facility. The Company shall complete construction of the Facility within 24 months following the Commencement of Construction (such completion date for the Facility being herein referred to as the "Construction Completion Date").

(b) In furtherance of the Project, the Company shall invest in the Facility from its resources not less than ninety million dollars ($90,000,000) in Capital Improvements (the "Capital Commitment") on or before December 31, 2014 (the "Capital Commitment Date"), such investment to be evidenced by submission to the State and Local Government of invoices and other evidence for costs paid for the construction of the Facility and the acquisition of Capital Improvements therefor or by such other information as the State and Local Governments may approve, as certified by a duly authorized officer of the Company and the Project architect (as to construction) or, if there is no Project architect, an engineer or other professional reasonably approved by the State and Local Governments to provide such certificate.

(c) Not later than December 31, 2013 (the "Initial Jobs Target Date"), the Company shall employ at least three hundred (300) Full-Time Employees (as that term is defined herein) at

2-13

the Facility (such number of Full-Time Employees is referred to herein as the "Initial Jobs Target"), with an average hourly wage at least equal to $18.00 per hour (the "Wage Target").

(d) Not later than December 31, 2015 (the "Final Jobs Target Date"), the Company shall employ at least four hundred eighty (480) Full-Time Employees at the Facility (such number of Full-Time Employees is referred to herein as the "Final Jobs Target"), with an average hourly wage at least equal to the Wage Target.

(e) The Company shall maintain an employment level of at least ninety-five (95%) percent of the Initial Jobs Target at the Wage Target until the date of achievement of the Final Jobs Target, and shall maintain an employment level of at least ninety-five (95%) percent of the Final Jobs Target at the Wage Target for a total period of time equal to four (4) years from the date on which the Final Jobs Target was reached by the Company.

(f) The Company shall give good-faith consideration to Alabama-based contractors and vendors and Alabama residents to provide products and services in developing, constructing, and operating the Project. The General Contractor for the Project shall, at the time of selection, be in good standing, licensed and qualified to do business in Alabama, all in accordance with Alabama law. The Company shall use commercially reasonable efforts to cause the General Contractor to include in all contracts with subcontractors for the construction of the Facility that such subcontractor is in good standing, licensed and qualified to do business in the State of Alabama, all in accordance with Alabama law. The Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Company subject to any requirements under applicable Alabama law.

(g) The Company shall give good faith consideration for employment at the Project to qualified Alabama residents, subject in all cases to the Company's then usual and customary hiring policies and satisfaction of all applicable immigration laws.

(h) The Company shall provide and have adequate funding to complete, develop and construct the Facility and conduct the Company's business through its own funds or through other funds available to Company.

(i) The Company is in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing, and in compliance with all Alabama laws applicable to its operations, at all times that it is in business or operating in the State of Alabama.

(j) The execution, delivery and performance by Company of this Agreement and the consummation of the transactions contemplated hereby, are within its corporate and other powers under applicable law and under its organizational documents and have been duly authorized by all proceedings and actions, including actions permitted to be taken in lieu of proceedings, required under its organizational documents and under applicable law, which actions were taken or which proceedings were held in compliance with all such applicable requirements. This Agreement, when executed by the undersigned duly authorized officer of Company and delivered to any of the Public Entities, will have been duly executed and delivered by Company and is, or, when so executed and delivered, will be the legal, valid and binding obligation of Company, enforceable against Company in accordance with its terms. The execution, delivery and performance of this Agreement by Company and the consummation of the transactions contemplated herein by Company (i) are not in contravention of the terms of its Articles of Incorporation and Bylaws, copies of which have been provided to each of the Public Entities; (ii) will not (A) conflict with or result in any breach or contravention of any agreement, mortgage, indenture, lease or instrument to which Company is a party or by which Company is bound; or (B) result in the creation of any lien, security interest, mortgage or other encumbrance affecting the Facility (except for the Mortgage (as defined below)); and (iii) will not violate any applicable law, judgment, order, decree, rule, or regulation to which Company may be subject.

(k) To the extent that either (i) any authorization, approval, resolution or consent of the Company's board of directors, officers, managers, trustees or any other persons is required under either the Company's organizational documents or otherwise is required by law or (ii) any authorization, approval or consent of any governmental authority, body, or agency or third party is required for it to have entered into this Agreement and make the commitments contained in this Agreement, Company covenants and agrees that such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures. Documentation of the foregoing authority and action shall be provided by the Company upon receipt of a written request by the State or the City or County. The State and the City and the County reserve the right to require an opinion of the Company's legal counsel, accountant or other representatives as to the matters described herein.

(l) Simultaneously with the conveyance of the Project Site from the Local Governments or the public corporation or instrumentality designated by the Local Governments (herein referred to as the "Authority") to the Company, the Company shall grant to the Local Governments or the Authority a mortgage in a form mutually approved by the Company and the Local Governments ("Mortgage") as security for the payment of money from, and the debts and obligations of, the Company hereunder reflecting a maximum principal balance of $4,800,000. Notwithstanding the foregoing, the actual amount of debts and obligations of the Company that will be secured from time to time by the Mortgage will not exceed the actual amounts expended by the Local Governments and Authority hereunder and pursuant to the provisions of the Mortgage. The Company does hereby covenant and agree that the Mortgage shall constitute and grant to the Local Governments (or to the Authority, as the case may be), as mortgagee, a first-in-priority mortgage superior in all events to all other encumbrances and exceptions on the Project Site, except for the Permitted Exceptions (as hereinafter defined). In no event shall the Local Governments or the Authority, as the case may be, be required to subordinate the Mortgage.

(m) The Company shall cause to be constructed on the Project Site in the location mutually approved by the Company and State and Local Governments a 16,000 square foot training facility ("Training Facility") substantially in accordance with the plans and specifications established by the Company, subject to the Mortgage and the Permitted Exceptions. The Company shall lease the Training Facility for no consideration and without the payment of rentals by or from the Authority or the Local Governments and containing such other terms and

2-15

conditions as are mutually approved ("Lease"), and the Authority shall be permitted to further sublease the Training Facility to AIDT for a period of three (3) years from and after the date of the issuance of the certificate of occupancy for the Training Facility.

3. **The State's Commitment For Cash Incentives.** In consideration of the Company locating the Facility at the Project Site, conducting the business operations at the Facility as described in the Recitals to this Agreement, and performing the other obligations of the Company as set out hereunder and the economic benefit to the State and local community to be realized from that operation:

The State will provide up to five million dollars ($5,000,000.00) to reimburse the Company for Capital Improvements incurred in constructing the Facility. Provided that the Company has satisfied all conditions precedent to payment and is not otherwise in Default (as hereinafter defined) under this Agreement, the State shall make payments to the Company in three installments as follows. The State shall pay the Company the first installment payment of one million five hundred thousand dollars ($1,500,000.00) (the "First Installment") within a reasonable time after the date that the Company certifies in a form reasonably satisfactory to the State that it has expended at least one million five hundred thousand dollars ($1,500,000.00) for Capital Improvements for the Project, provided that the Company is not otherwise in Default. If the Company meets the Initial Jobs Target on or before the Initial Jobs Target Date, the State shall pay the Company the second installment payment of two million dollars ($2,000,000.00) (the "Second Installment") within a reasonable time after the date that the Company certifies in a form reasonably satisfactory to the State that it has met the Initial Jobs Target on or before the Initial Jobs Target Date, provided that the Company is not otherwise in Default. If the Company meets the Final Jobs Target on or before the Final Jobs Target Date, the State shall pay the Company the third installment payment of one million five hundred thousand dollars ($1,500,000.00) (the "Third Installment") within a reasonable time after the date that the Company certifies in a form reasonably satisfactory to the State that it has met the Final Jobs Target on or before the Final Jobs Target Date, provided that the Company is not otherwise in Default.

With respect to this Section 3, the reference to a "reasonable time" with respect to the State shall mean and refer to the State exercising commercially reasonable efforts to pay such amounts due within ninety (90) days following the satisfaction of the conditions for such payment.

4. **Recapture of State and Local Government Incentives.** The Company acknowledges that the incentives offered by the State and Local Governments are based, in part, on the estimated economic impact that will be realized from the Company's capital investment and additional payroll, and that those incentives are justified only if the Company fulfills its commitments and agreements as described herein. In consideration thereof, the Company agrees to the following provisions for recapture by the State and Local Governments of their cash or in-kind incentives that they have paid or conveyed to or for the benefit of the Company:

2-16

(a) Should the Company fail to complete construction of the Facility on or before the Construction Completion Date, among other remedies provided under the Mortgage, the Authority or the Local Governments (whichever is the mortgagee under the Mortgage) may foreclose upon the Project Site and any and all improvements thereon (herein referred to as "Foreclosure");

(b) Should the Company fail to qualify for the First Installment from the State, then, subject to the limitations on maximum recapture amounts and credits as set forth in subsection 4(g) below, the Company shall pay jointly to the Local Governments an amount equal to the product obtained from multiplying (i) the amount calculated by dividing the total amounts expended by the Local Governments under this Agreement to the date of calculation by 300, by (ii) the number of Full-Time Employees of Company as of the date of the calculation which is less than 300 Full-Time Employees;

(c) Should the Company receive the First Installment from the State, but the Company does not achieve the Initial Jobs Target by the Initial Jobs Target Date, and the Company shall continue to fail to achieve the Initial Jobs Target within six (6) months following the Initial Jobs Target Date (the "Initial Jobs Target Cure Date"), the Company:

(i) shall not receive (A) the Second Installment from the State or (B) any other cash or in-kind incentive from the Local Governments hereunder which has not been paid or performed prior to that time, and

(ii) shall pay, if it shall have less than 285 Full-Time Employees by the later of the Initial Jobs Target Date or the Initial Jobs Target Cure Date, subject to the limitations on maximum recapture amounts and credits as set forth in subsection 4(g) below, to the State five thousand dollars ($5,000), and to the Local Governments jointly ten thousand dollars ($10,000), for each Full-Time Employee or fraction thereof by which the total number of Full-Time Employees is less than 300 on the Initial Jobs Target Date or the Initial Jobs Target Cure Date, if applicable.

(d) Should the Company receive the First Installment and Second Installment from the State, but not achieve the Final Jobs Target by the Final Jobs Target Date, and the Company shall continue to fail to achieve the Final Jobs Target within six (6) months following the Final Jobs Target Date ("Final Jobs Target Cure Date"), the Company:

(i) shall not receive the Third Installment from the State or any other cash or in-kind incentive from the Local Governments hereunder which has not been paid or performed prior to that time, and

(ii) if the Average of Full-Time Employees for the four-year period beginning on the date of achievement of the Initial Jobs Target, but not later than the Initial Jobs Target Cure Date (if applicable), and ending four years thereafter (the "Initial Jobs Maintenance Period") is less than ninety-five

2-17

(95%) percent of 300 (i.e., 285), the Company shall pay, subject to the limitations on maximum recapture amount as set forth in subsection 4(g) below, to the State of Alabama eleven thousand six hundred sixty-six and sixty-seven hundredths dollars ($11,666.67) per Full-Time Employee, for each Full-Time Employee or fraction thereof by which said Average is less than 300 Full-Time Employees. The "Average" of Full-Time Employees for a year of the Initial Jobs Maintenance Period shall be determined by adding the sum of the Monthly Averages of Full-Time Employees for each month of such year and dividing the sum of such Monthly Averages by twelve.

(iii) if the Average of Full-Time Employees for the four-year period beginning on the date of achievement of the Initial Jobs Target, but beginning not later than the Initial Jobs Target Cure Date (if applicable), and ending four years thereafter (the "Initial Jobs Maintenance Period") is less than ninety-five (95%) percent of 480 (i.e., 456), the Company shall pay, subject to the limitations on maximum recapture amounts and credits as set forth in subsection 4(g) below, to the Local Governments jointly the sum of Ten Thousand Dollars ($10,000) per Full-Time Employee, for each Full-Time Employee or fraction thereof by which said Average is less than 480 Full-Time Employees. The "Average" of Full-Time Employees for the Initial Jobs Maintenance Period shall be determined by (i) adding the sum of the Monthly Averages of Full-Time Employees for each month of such year and dividing the sum of such Monthly Averages by twelve and then (ii) adding such average so calculated for each year of the Initial Jobs Maintenance Period together and dividing such sum by four.

(e) Should the Company receive the First Installment, Second Installment and Third Installment from the State, if the Average of Full-Time Employees for the four-year period beginning on the date of achievement of the Final Jobs Target, but beginning not later than the Final Jobs Target Cure Date (the "Final Jobs Maintenance Period") is less than ninety-five (95%) percent of 480, the Company shall pay, subject to the limitations on maximum recapture amounts set forth in subsection 4(g) below, to the State of Alabama ten thousand four hundred sixteen and sixty-seven hundredths dollars ($10,416.67) per Full-Time Employee, and to the Local Governments jointly ten thousand dollars ($10,000.00) per Full-Time Employee, for each Full-Time Employee or fraction thereof by which said Average is less than 480. The "Average" of Full-Time Employees for the Final Jobs Maintenance Period shall be determined by (i) for each year in the Final Jobs Maintenance Period, adding the sum of the Monthly Averages of Full-Time Employees for such year in the Final Jobs Maintenance Period and dividing the sum of such Monthly Averages for such year by twelve, and then (ii) adding such average so calculated for each year of the Final Jobs Maintenance Period together and dividing such sum by four.

(f) Not later than sixty days following each calendar year of any Jobs Maintenance Period, the Company shall furnish to each of the Debt Maintenance

2-18

Division of the Department of Finance and to the Local Governments a certificate of compliance ("Certificate of Compliance") certified as to the accuracy of the facts stated therein by an executive officer of the Company, certifying that the Company has, or has not, met its obligations as stated under this Agreement. The State and Local Governments may require the Company to provide such other documentation which the State or Local Governments deem reasonably necessary to confirm the Company's certification. Any payment due to the State and Local Governments under the provisions of this Section 4 shall be paid with the Certificate of Compliance.

(g) Notwithstanding anything contained herein to the contrary, the maximum recapture amount for the State under this Section 4 shall be the amount of the State's actual payments to the Company in satisfaction of its obligations hereunder. Notwithstanding anything contained herein to the contrary, the maximum recapture amount for the Local Governments under this Section 4 shall be the sum of (A) amounts actually expended by the Local Governments in the acquisition of the Project Site under Section 8(a) and (B) the amounts actually expended by the Local Governments under Section 8 hereof. With respect to the Local Governments, in the event a Foreclosure occurs, and the Local Governments or Authority, whichever is the mortgagee under the Mortgage, decides to make a bid at the Foreclosure sale, the Local Governments or Authority making the bid shall make the bid at the lesser of (i) the fair market value of the Project Site as determined by an MAI appraiser selected by the Local Governments or Authority, as the case may be, or (ii) the amount owed hereunder by the Company. The amount of the successful bid received by the Local Governments or Authority from a third party if the third party is the successful bidder, or the Local Governments' or Authority's successful bid if the Local Governments or the Authority is the successful bidder, shall be credited against the recapture amount owed by the Company to the Local Governments hereunder.

(h) The right of the State and the Local Governments to recapture incentives shall survive the termination of this Agreement, and any and all remedies granted hereunder or under the Mortgage shall be cumulative with and in addition to any and all other remedies available to the State and Local parties to recover such recapture amount, subject in all events to the limitations on the maximum recapture amounts described in subsection 4(g) above.

(i) For purposes of this Agreement, a year of any Jobs Maintenance Period shall be any twelve month period during any Jobs Maintenance Period with the first year beginning on the first day of the applicable Jobs Maintenance Period and ending on the date immediately preceding the next following anniversary date thereof and the following years in a Jobs Maintenance Period shall begin on the applicable next following anniversary date of the applicable Jobs Maintenance Period and end on that date immediately preceding the then next following anniversary date.

(j) Company does hereby agree and covenant that its obligations to the Local Governments or Authority under this Agreement constitute valid and binding obligations, liabilities and indebtedness for payment of money to be secured by the Mortgage until paid or satisfied as required under applicable Alabama law.

(k) Any recapture payments due hereunder shall be due and payable within sixty (60) days following the date of the failure or occurrence triggering the recapture payment.

5. **Disbursements of the State's Contribution to the Project.** All reimbursements by the State to the Company on account of the Project shall be made only in accordance with the following procedure:

(a) Satisfaction of Conditions Precedent. Payment of the State's contribution to the cost of Capital Improvements shall be by reimbursement to the Company. It shall be the responsibility of the Company to provide to the Debt Management Division of the Alabama Department of Finance, at the address stated in the section of this Agreement governing the giving of notices, satisfactory evidence that all of the conditions precedent to such payment as established by the terms of this Agreement or by law have been satisfied.

(b) Request for Reimbursement by the Company. To request reimbursement for costs incurred for Capital Improvements, the Company shall submit to the Debt Management Division of the Alabama Department of Finance a "Request for Payment" using the form which is attached as Exhibit "B" to this Agreement. This Request shall be accompanied by supporting documentation such as, but not limited to, copies of invoices and processed checks which demonstrate to the reasonable satisfaction of the State that the expenditures for which reimbursement is sought were paid and were incurred only for Capital Improvements and satisfies the additional requirements of this Section 5.

(c) Certificate of Compliance. Each Request For Payment shall be accompanied by a Certificate of Compliance, certified as to the accuracy of the facts stated therein by an executive officer of the Company, certifying that the Company did achieve the applicable Jobs Target related to such Request for Payment as of the relevant Jobs Target Date and that the Company has satisfied all of its other commitments and obligations hereunder. The State may require the Company to provide such other documentation that the State deems reasonably necessary to confirm the Company's certifications.

(d) Additional Requirements. In addition to the requirements of subsections (a) and (b) of this Section 5, the Company must provide to the Debt Management Division of the Alabama Department of Finance the following documents or information:

(i) if the request is for reimbursement of costs for Capital Improvements, there must be provided a certificate of the Project's architect, engineer, or other person or persons acceptable to the State, certifying that the work, materials, or labor for which Company is requesting reimbursement have

2-20

been incorporated into, or installed at, the Facility; and that such work, materials, or labor qualify as Capital Improvements to the Facility or are another permissible reimbursable expense;

(ii) A lien release in form reasonable satisfactory to the State and the Local Governments from each contractor, supplier, materialmen or mechanic releasing any mechanics or materialmen's or other supplier lien as to all work, supplies or materials provided by them through the immediately preceding request for payment releasing their materialmen's and mechanics lien for all work previously provided for which payment has been made and identifying the work completed and the payment made;.

(iii) with respect to the request for reimbursement hereunder all approvals that might be required by statute or regulation for the state of progress of the Facility, including, by way of example and not for limitation, a certificate of occupancy (if construction is complete), permits, and licenses; and

(iv) such other documentation as is deemed reasonably necessary by the State to establish that the Request for Payment will be for costs incurred for the Project and will conform to the requirements of applicable law.

6. <u>**Other State Incentives**</u>

The State will provide the following additional incentives for the Project:

(a) The State, through AIDT, shall provide the recruiting and training benefits set out in <u>Exhibit</u> "C" attached hereto.

(b) The State will appoint qualified project coordinators to act as the State's representative in order to assist the Company in connection with the Project and to help the State fulfill the State's responsibilities with respect to the Project.

(c) The State will (i) assist the Company to the extent permitted by law in qualifying for and obtaining the income tax capital credit provided under Section 40-18-190 through Section 40-18-203, *Code of Alabama* 1975, and (ii) cooperate to the extent permitted by law with the Local Governments in procuring an abatement of the State and the local noneducational taxes referenced in Section 7 hereof.

(d) To the extent possible under applicable laws and regulations, an expedited process shall be utilized for the processing of all required permits, licenses, authorizations, and approvals required from the State's agencies to facilitate and ensure fast track permitting, construction and operation of the Project.

2-21

7. **Commitments of the IDB**

Provided the Company is not in Default and subject to the terms and conditions herein set forth (including, but not limited, to Company's delivery and performance of the documents and instruments necessary therefor), the IDB agrees to exercise diligent, good faith efforts to take all steps required by applicable statutes to abate, or cause to be abated, under the Tax Incentives Abatement Act of 1992, as amended (Section 40-9B-1 et seq., of the Code of Alabama (1975), as amended ("Abatement Act")), the following taxes (if applicable):

(a) State of Alabama noneducational and local noneducational real estate and personal property ad valorem taxes on the Project for the ten (10) year period permitted by the Abatement Act in connection therewith (measured as set forth therein);

(b) State of Alabama and local construction related noneducational sales, use and other similar taxes on tangible personal property and taxable services incorporated into the Project; and

(c) Deed, mortgage and other recording taxes with respect to the Project to the extent permitted by the Abatement Act.

The abatements hereunder shall be pursuant to Section 40-9B-1 et seq. of Code of Alabama (1975), as amended, and applicable regulations of the Alabama Department of Revenue relating thereto.

The other Parties acknowledge and agree that (i) the IDB is comprised of volunteer citizens and that its members are protected under the Volunteer Service Act, Section 6-5-336 of the Code of Alabama (1975), and (ii) the purchase agreement contemplated between the IDB, as seller, and the Local Governments, as purchaser (the "Purchase Agreement"), will include a requirement that the deed from the IDB to the Local Governments of the approximately twenty acres currently owned by the IDB (but contemplated by the Parties to be included within the Project Site) will include an automatic reversion to the Local Governments or the Authority of title to that approximately twenty acres unless Commencement of Construction occurs not later than the Commencement of Operations Date. Once the Company has Commenced Operations, upon written request from the Company, the Local Governments agree to take any steps necessary to release the right of automatic reversion; provided, however, that such release shall not impact any rights that the Local Governments may have pursuant to the Mortgage.

The IDB is not included within the term of a Local Government and, notwithstanding anything elsewhere in this Agreement to the contrary, its only obligations under this Agreement are those set out in this Section 7.

8. **Commitments of the Local Governments**

Subject to the terms and conditions of this Agreement (including the performance of the Company's obligations hereunder):

(a) The Local Governments or the Authority shall acquire the Project Site with all utilities available to the Project Site and shall convey the Project Site to the Company at no cost to Company other than recording costs (if any) which cannot be abated under the Abatement Act subject to the Mortgage and subject to the restrictions, reservations, easements, covenants and conditions described in Exhibit "D" attached hereto (the "Permitted Exceptions"), with such conveyance to occur no later than July 31, 2010. To the extent that such conveyance occurs later than July 31, 2010, each of the Site Preparation Completion Date, the Completion of Construction Date and the Commencement of Operations Date shall be extended by the number of days between July 31, 2010 and the actual date of such conveyance.

(b) The Local Governments agree to reimburse Company for Capital Improvements paid by Company in its construction of the Training Facility, with such reimbursement not to exceed $1,000,000 in the aggregate and with such facility to be leased to the Local Governments or their designee for further sublease to AIDT for a period of three (3) years pursuant to the Lease;

(c) The Local Governments agree to provide a full-time Korean family support official for a period of twenty-four (24) months from August 1, 2010 to assist with the transition of Korean families into the Montgomery community, with such official to be an employee of the City at a salary of up to $60,000 per year;

(d) The Local Governments, to the extent possible under applicable laws and regulations, agree to expedite a process for all required permits, licenses, authorizations and approvals required from the Local Governments and to facilitate and insure fast track permitting, construction and operation of the Facility from the Local Governments;

(e) The Local Governments shall assign a project coordinator to facilitate the implementation of all Local Government commitments and approval of the necessary Local Government permits;

(f) The Local Governments shall reimburse the Company for an amount not to exceed $50,000 for Capital Expenditures attributable to temporary office space for the period of time beginning as soon as mutually agreeable by the Parties and ending on the date that such $50,000 has been spent;

(g) The Local Governments agree to reimburse Company, with such reimbursement not to exceed $1,100,000, for Capital Expenditures paid by the Company in its construction of (i) the extension of a railway line to the Facility from the existing CSX railway line located near the Project Site with CSX Railway to own and maintain such line to the property line of the Project Site and with the Company to own and maintain the railway line from the property line of the Project Site to the Facility and (ii) two (2) additional side rails of sufficient size on the Project Site for storage of ten (10) railcars on each side rail with Company to own and maintain such side railway lines;

(h) To the extent permitted by law, the Local Governments agree to waive the applicable fees and charges for building permits and approvals by the Local Governments up to an aggregate amount not in excess of $250,000 (which will include the administrative fee charged by the IDB, but such waiver does not include any attorneys fees charged by the IDB), and the City will cap its business license fees and charges for Company at $15,000 annually for a period of ten (10) years. The Parties hereto acknowledge and agree that the IDB shall be responsible for the payment of IDB's attorneys fees and expenses;

(i) The Local Governments shall provide, or cause to be provided, an economic development grant in the amount of $700,000 to reimburse the Company for Capital Expenditures for Capital Improvements; and

(j) For amounts to be paid by the Local Governments under subsections 8(b), 8(f), 8(g) and 8(i) hereunder, the Company shall be required to provide to the Local Governments the following:

(1) The Company shall submit to the Project Coordinator for the Local Governments a "Request for Payment" using the form attached as <u>Exhibit</u> "B" to this Agreement, except that the references to State of Alabama or any division thereof and the address therefor shall be replaced by references to the City of Montgomery and Montgomery County Commission and their applicable addresses. The request shall be accompanied by supporting documentation which demonstrates to the reasonable satisfaction of the Local Governments that the expenditures for which reimbursement is sought were incurred for only Capital Improvements and satisfies the additional requirements of this Section 8;

(2) Prior to the payment of any amounts by the Local Governments, the Company shall be required to satisfy all applicable condition precedents hereunder relating thereto; and

(3) Each request for payment shall be accompanied by a Certificate of Compliance, certified as to the accuracy of the facts stated therein by an executive officer of the Company, certifying that the Company has satisfied all of its commitments and obligations hereunder. The Local Governments may require the Company to provide such other documentation that the Local Governments deem reasonably necessary to confirm the Company's certifications.

9. **<u>Grounds for Termination of the Obligations of the State and Local Parties.</u>** At the sole option and discretion of the State and Local Parties, upon written notice to Company by the State or any Local Government, as applicable, following the occurrence of any of the following events (each is a "Default") the obligations of the State and Local Parties shall cease and terminate:

2-24

(a) Failure of the Company to achieve the Capital Commitment by the Capital Commitment Date, the Initial Jobs Target by the Initial Jobs Target Date (or, if applicable, by the Initial Jobs Target Cure Date) or the Final Jobs Target by the Final Jobs Target Date (or, if applicable, by the Final Jobs Target Cure Date) or to maintain job targets as required by the terms of this Agreement;.

(b) Failure of the Company to file timely any Certificate of Compliance that is required by the terms of this Agreement;

(c) The determination by the State or any Local Party that any commitments, representations or warranties made by the Company or its agents to induce the State or any agency or subdivision thereof or the Local Parties to offer incentives to the Company are not true in any respect;

(d) Failure of the Company to complete construction of the Facility at the Project Site by the Construction Completion Date, or failure of the Company to Commence Operations at the Facility by the Commencement of Operations Date; provided, however, if Force Majeure occurs and causes a delay in Commencing Construction or Commencing Operations, the applicable deadline shall be extended for a period of time equal to the number of days such Force Majeure event causes the delay, but in no event shall the deadline be extended beyond twelve (12) months from the Commencement of Operations Date. For an event to qualify as Force Majeure to extend the deadline, the Company shall be required to provide written notice of such event to the State and each of the Local Governments within fourteen (14) calendar days following the date of occurrence of the event (or if the event lasts more than one day, then from the last day of such event) stating with reasonable particularity the event, the time of delay and the cause thereof. The State and Local Governments shall have fourteen (14) days to either accept or reject such event. As used in this subsection 9(d), "Force Majeure" means any event or circumstance, or combination of events or circumstances, that is beyond the reasonable control of the Company, not reasonably foreseeable and which materially and adversely affects, in time, the ability of the Company to perform its obligations under or pursuant to this Agreement, including (a) any explosions, implosions, fires, conflagrations, accidents or contamination, (b) unusual and unforeseeable weather conditions such as floods, torrential rain, tornadoes, hurricanes, lightning and other natural calamities or acts of God, (c) acts of war (whether or not declared), carnage, blockade or embargo, (d) acts of the public enemy, acts or threats of terrorism or threats from terrorists, acts of piracy, riot, public disorder, violent demonstrations, (e) any strikes, work-to-rule, work slowdown or stoppages or other labor disturbances that are not exclusively directed at the Company, or are of a political nature, including labor actions associated with or directed against a political party, or those that are directed against the Company (or its affiliates, contractors or suppliers) either alone or as part of a broader pattern of labor actions against companies or facilities with foreign ownership or management, (f) expropriation, requisition, confiscation, impoundment, seizure, nationalization or compulsory acquisition of the Project Site or any part thereof or any part of the Project, and (g) the attachment to any governmental approval after its grant of

2-25

any terms or conditions which have a materially adverse effect on the Project, any of the Company's rights, or the performance by the Company of any of its obligations; or

(e) Failure of, or a breach or default by, the Company to meet any other commitment or to satisfy any other of its covenants, agreements or obligations that relate to the Facility described herein or the breach, default or violation of any of its obligations, covenants or agreements under this Agreement which failure, breach, default or violation is not specifically dealt with in subsections (a) through (d) above; provided, however, that such failure, breach or violation under this section 9(e) shall not constitute a Default until thirty (30) days after written notice from the State and Local Governments specifying the Default and the Company has failed to cure such failure, breach or violation within such thirty-day period.

In no event shall the termination or cessation of the obligations and agreements of the State and Local Parties in any way waive, limit, abrogate or eliminate the obligations of the Company hereunder, and such termination or cessation of such obligations by the State and Local Parties shall not constitute a termination of this Agreement.

10. **Costs and Expenses.** Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Agreement or otherwise.

11. **Assignment.** This Agreement is not assignable by any Party without the prior written consent of the other Parties hereto, which such consent shall not be unreasonably withheld; provided, however, that, among other circumstances evidencing the reasonable withholding of consent shall include a circumstance in which this Agreement or any of the obligations, agreements and covenants of the Company are assigned to an affiliate of the Company which is not a domestic United States entity wholly owned by the Company, or in which the entity does not have a net worth satisfying the requirements hereunder provided, further, that in no event shall any such assignment by the Company in any way waive, limit, abrogate or eliminate the obligations and agreements of the Company hereunder and the Company shall remain primarily liable hereunder even after the permitted assignment. The Local Governments agree that the City's Mayor and the County's Chairman may jointly approve on behalf of the Local Governments any such assignment. Notwithstanding anything contained herein to the contrary, the Local Governments may assign, without the consent of any Party hereto, the right to receive any recapture payments hereunder to the Authority by written notice to Company jointly signed on behalf of the Local Governments.

12. **Further Assurances.** The Parties, other than the IDB, agree to do all things and take all actions reasonably required, consistent with this Agreement, to assist and enable the Company to establish the Facility including without limitation, the obtaining, negotiation, execution, and/or delivery of all necessary or desirable agreements, permits, filings, consents, authorizations, approvals, licenses, or deeds.

13. **Section Titles and Headings**. The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.

14. **Survival of Representations and Warranties**. The representations, warranties, and covenants made herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

15. **Binding Effect**. This Agreement and all terms, provisions, and obligations set forth herein shall be binding upon and shall inure to the benefit of each of the Parties and their respective successors and permitted assigns. In addition, each Party agrees (a) to take all reasonable actions, without exception, which are reasonably necessary and appropriate at any time to assure the binding effect, legality, and enforceability of their respective obligations hereunder, and (b) not to take any action which would affect adversely in any way whatsoever the binding effect, legality, and enforceability of their respective obligations hereunder.

16. **Waivers**. Waiver of any of the obligations of any Party under this Agreement shall be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision. To the extent that any Party's performance is subject to any regulatory or governing body approvals or requires approval by qualified electors under applicable law, that Party or those Parties shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance, or such approval of the qualified electors is obtained; provided, however, all Parties affected shall use their best reasonable efforts to secure such approval or authorization.

17. **Notices.** All notices required by, or arising out of, or related to this Agreement shall be sent by United States Mail, first class postage affixed, addressed to the receiving Party as described below:

To the State of Alabama:

The Honorable Bob Riley, Governor
State Capitol
600 Dexter Avenue
Montgomery, Alabama 36104

With copy to:

Mr. Bill Newton, Acting Finance Director
State Capitol; Room N-105
600 Dexter Avenue
Montgomery, Alabama 36104

2-27

With copy to:

Debt Management Division
Alabama Department of Finance
100 North Union Street; Suite 224
Montgomery, Alabama 36104

To Montgomery County:

The Honorable Elton Dean, Chairman
Donald Mims, Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102
Fax: (334) 832-2533

With copy to (which shall not constitute notice):

Tyrone Means, Esq.
3121 Zelda Court
Montgomery, Alabama 36106

To the City of Montgomery:

The Honorable Todd R. Strange, Mayor
103 N. Perry Street, Room 206
Montgomery, Alabama, 36104

With copy to (which shall not constitute notice):

Kim Fehl, Esq.
City Attorney
City of Montgomery
P.O. Box 1111
Montgomery, Alabama 36101-1111

To The Industrial Development Board of the City of Montgomery:

Mr. F. Berry Grant, Chairman
The Industrial Development Board of the
City of Montgomery
Post Office Box 14
Montgomery, Alabama 36101
Fax: (334) 264-7945

2-28

With copy to (which shall not constitute notice):

William K. Martin, Esq.
Capell & Howard, P.C.
150 So. Perry Street
Montgomery, Alabama 36104

Thomas T. Gallion, III
Haskell, Slaughter, Young & Gallion, LLC
305 South Lawrence Street
Montgomery, Alabama 36104

To The Company:

Hyundai Electric Systems Alabama, Inc.
c/o Hyundai Heavy Industries Co., Ltd.
1 Jeonha-Dong, Dong-gu
Ulsan, Korea 682-792

With copy to:

Dorothy D. Pak, Esq.
Christopher R. Grissom, Esq.
Bradley Arant Boult Cummings LLP
1819 5th Avenue North
Birmingham, Alabama 35203

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section.

18. **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings set out in this Section:

"Capital Expenditures" means the costs incurred and paid for engineering, site preparation, construction, furnishing and equipping the Facility and Project Site by Company which is of a type that is properly chargeable to a capital account (but does not include items such as capitalized interest or similar items). Whether an expenditure is a capital expenditure is determined at the time the expenditure is paid with respect to the property.

"Capital Improvements" shall include both (a) capital costs for the construction of the Facility (including capital expenditures for site preparation costs) and (b) the purchase and installation or location in the Facility of furniture, fixtures, trade fixtures, equipment, computer hardware, computer software and modular office dividers.

2-29

"Commence Construction" or "Commencement of Construction" or similar phrases, when capitalized herein, means the date on which the Company shall commence the pouring of the footings or foundations for the Facility.

"Dollar,' "Dollars," 'dollar," or"dollars" shall mean legal tender of the United States that may be used in the payment of public or private debts.

"Effective Date" means the later of (i) the date upon which this Agreement is signed by the Governor of the State of Alabama or (ii) the date of the last approval by a governing body of the Local Parties as described in Section 21 hereof.

"Full-Time Employee", for calculation purposes, shall mean a person (a) who is being paid directly by the Company for working at the Facility for not less than thirty-five (35) hours per work week, excluding any and all personnel whose workday is not fully dedicated to the Facility and (b) who the Company identifies as its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Industrial Relations on returns or reports filed with the foregoing, including but not limited to, IRS Form 941 as employed at the Facility and (c) who is eligible to participate under such benefit plans as are generally applicable to employees holding positions of like kind and character within either the Company or other members of its control group within the United States of America; provided, however, that notwithstanding the foregoing, no person who meets the foregoing criteria shall be counted as a Full-Time Employee if the Company's average hourly wage rate is less than the Wage Target for the period of measurement unless that person also satisfies the foregoing criteria and their actual wage rate is $18 or higher for that period of measurement.

"General Contractor" shall mean the general contractor meeting the requirements of this Agreement retained by the Company to manage and oversee the construction of the Project.

"Jobs Maintenance Period" shall mean either the Initial Jobs Maintenance Period or the Final Jobs Maintenance Period.

"Monthly Average" shall be calculated on an annual basis for each year within the applicable Job Maintenance Period. The Monthly Average shall be calculated by taking the total number of Full-Time Employees working at the facility at the end of each month in that period divided by twelve (12).

"Public Entities" shall mean and refer collectively to the State, City and County.

19. **Indemnification.** The Company shall, and does hereby, release, save, hold harmless, and indemnify the State, the Local Parties, and their respective members, elected officials, officers, directors, employees, and agents (collectively, the "Indemnified Parties" and individually each is an "Indemnified Party") from and against any and all claims arising from or in connection with this Agreement or the Project (except for those claims arising out of the gross negligence of intentional misconduct of the Indemnified Party claiming indemnity), arising from the Company's breach or default in the performance of any obligation herein, or arising from or

2-30

in connection with any activity of the Company or any of the Company's shareholders, officers, directors, agents, contractors, or employees in connection with the Project, and from and against all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, by reason of any such claim, and the Company, upon notice from the State or any of the Local Parties shall defend the same at the Company's expense by counsel satisfactory to the Indemnified Parties. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional, or the like in connection with work, labor, and/or materials supplied in connection with the improvements of the Project. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

20. **Entire Agreement; Amendment.** This Agreement is the entire agreement and supersedes all prior and collateral communications and agreements of the Company with the other Parties relating to the subject matter of this Agreement. This Agreement may be amended only by a written modification executed by each of the Parties' duly authorized representatives.

21. **Condition Precedent.** In addition to other conditions set forth herein, the effectiveness of this Agreement shall be subject to the authorization of the execution of this Agreement by an authorized officer of the Company, to the approval of the IDB's governing body and to the approval of each of the governing bodies of the City and County taken at a public meeting following satisfaction of the notice and other applicable requirements of Amendment 713 to the Alabama Constitution of 1901, as amended, including, but not limited to, the publication of the notice required by such Amendment 713 relating to the private benefits granted hereby and the approval of the same at an open public meeting held separately by each of the governing bodies of the IDB, City and County. It is expressly agreed and understood that each of the Chairman of the IDB for the IDB, Mayor for the City and the Chairman of the Montgomery County Commission for the County may, at their option, execute and deliver this Agreement but that the obligations, liabilities, agreements, and statements herein contained on the IDB, the City and County shall not be binding and enforceable unless and until approved by the respective governing bodies of the IDB, City and the County following satisfaction of the provisions of Amendment 713 necessary for the actions and obligations of the IDB, City and County to be authorized and approved in connection with Amendment 713.

22. **Miscellaneous.**

(a) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

(b) Governing Law. The governing law of this Agreement shall be the internal law of the State of Alabama without regard to any conflicts of laws principles that would apply the law of another jurisdiction.

(c) Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(d) Confidentiality. Except for the publication of notice and other requirements under Amendment 713 and otherwise required by law, the Parties understand the importance to themselves, and the goodwill of the Project to keep matters strictly confidential until any such matter is publicized with the consent of Company and the Public Entities. Accordingly, each Party hereto agrees that the exchange of information during the negotiations of this Agreement has occurred with a mutual expectation of confidentiality and agrees to treat, and to cause their respective directors, officers, employees and agents to treat, as strictly confidential to the fullest extent permitted by law (including the federal Freedom of Information Act and §36-12-40, Code of Alabama (1975)), the contents of all drafts of this Agreement and all attachments hereto, all drafts of documents executed in connection herewith and therewith, and all information provided to one Party by any other Party in connection with the Facility. Prior to the publication of any notice under Amendment 713, the parties hereto shall mutually agree upon the contents of the notice to be published with respect to the procedure of Amendment 713 provided; however, that such notice shall contain in any event and in all events the information required by Amendment 713 in order to utilize such procedure for approval of this Agreement and the benefits and incentives to be provided hereunder.

(e) Press Releases. The Parties agree to cooperate fully to coordinate in connection with all press releases and publications concerning the Facility, including the initial press release announcing that the State, County and City have been chosen as the site for the Facility. The Parties agree that the State shall have sole responsibility in coordinating with Company in this regard.

(f) Specific Performance. The Parties agree that it is impossible to measure in money the damages which will accrue to Company or the Public Entities by reason of a failure of any of the other Parties to this Agreement to perform any of their respective obligations under this Agreement. Therefore, if Company or a Public Entity institutes any action or proceeding to enforce the provisions hereof the Party to this Agreement against whom such action or proceeding is brought hereby waives the claim or defense that Company or the Public Entity has or will have an adequate remedy at law for money damages.

(g) No Consequential Damages. Except as otherwise provided herein, no Party shall, in any event, be liable to any other Party, whether by way of indemnity or otherwise, for any indirect, incidental, punitive, special or consequential damages, including loss of revenue or profit, cost of capital, loss of business reputation or opportunity costs due to delays in payment, whether any such damages arise out of contract, tort (including negligence), strict liability or otherwise.

2-32

(h) No Third Party Beneficiary. This Agreement is intended solely for the benefit of the Parties. Nothing in this Agreement shall be construed to create any duty, standard of care or liability to, nor confer any right of suit or action on, any Person other than the Parties hereof, including employees, independent contractors or affiliates.

(i) Independent Contractor. For the purposes of this Agreement and all services to be provided hereunder, each Party shall be, and shall be deemed to be, an independent contractor and not an agent or employee or partner of the other Party.

(j) Ambiguity. No ambiguity in this Agreement shall be resolved against or in favor of any Party.

WHEREFORE, the Parties hereto, intending to be legally bound by the provisions herein setout, have caused this Agreement to be signed and delivered by their duly authorized representatives.

STATE OF ALABAMA

By: ______________________________
Bob Riley, Governor

DATE: July 16, 2010

Signature page to the Hyundai Electric Systems Alabama, Inc., Project Agreement

2-34

CITY OF MONTGOMERY

By: ______________________
As its Mayor

DATE: July 16, 2010

Signature page to the Hyundai Electric Systems Alabama, Inc. Project Agreement

2-35

MONTGOMERY COUNTY, ALABAMA

By: Montgomery County Commission

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

DATE: July 16, 2010

Signature page to the Hyundai Electric Systems Alabama, Inc. Project Agreement

2-36

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF MONTGOMERY

By:______________________________
As Its Chairman

DATE: July 16, 2010

Signature page to the Hyundai Electric Systems Alabama, Inc. Project Agreement

2-37

HYUNDAI ELECTRIC SYSTEMS ALABAMA, INC.

By:______________________________

As Its Chairman

DATE: July 16, 2010

Signature page to the Hyundai Electric Systems Alabama, Inc. Project Agreement

2-38

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

Commence at an iron pin at the Southwest corner of Section 21, T-15-N, R-17-E, Montgomery County, Alabama; thence run S 02°01'42" E, 1766.17 feet to a point; thence run N 87°29'58" E, 1442.46 feet to a point; thence continue N 87°29'58" E, 573.04 feet to an iron pin lying on the west right of way of the southbound lane of Interstate Highway 65; thence run along said right of way, N 34°14'30" E, 865.86 feet to a point; thence continue N 34°14'30" E, 830.36 feet to the Point of Beginning; thence from said Point of Beginning, leave said right of way and run N 55°53'30" W, 2099.46 feet to a point lying on the East right of way of a proposed extension to Folmar Parkway (80.00 feet R.O.W.); thence run along said East right of way of the proposed extension of Folmar Parkway, N 34°06'30" E, 1663.01 feet to an iron pin lying at the Southwest corner of the Corrected Plat of Industrial Park Plat No. 3, as recorded in the Office of the Judge of Probate, Montgomery County, Alabama, in Plat Book 31, at Page 117; thence leave said Folmar Parkway and run along the South property line of said plat, S 55°57'48" E, 2088.40 feet to an iron pin located on the West right of way of the aforementioned Interstate Highway 65, said point lying in a curve (concave Northwesterly, R-57,146 feet); thence run along said right of way and said curve, a chord of S 33°34'02" W, 1268.19 feet to a concrete right of way monument; thence continue S 34°14'30" W, 397.50 feet to the Point of Beginning. Said described property lying and being situated in the South half of Section 21 and in the North half of Section 28, T-15-N, R-17-E, Montgomery County, Alabama and contains 80.00 acres; said lands being further described as Lot 1, according to the Map of Interstate Industrial Park Plat No. 7, as said Map appears of record in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 42, at Page 120.

PARCEL 2:

BEGIN at a found 5/8" rebar (GMC Cap CA00156) lying at the southeast corner of Lot 1, according to the Map of Interstate Industrial Park Plat No. 7, as recorded in the Office of the Judge of Probate, Montgomery County, Alabama, in Plat Book 42 at Page 120, said point lying on the west right of way of Interstate 65 Southbound (300' ROW); Thence run along said west right of way, S 34°14'30" W, 415.06 feet to a set 1/2" rebar (GMC Cap CA00156); Thence leave said west right of way and run N 55°53'30" W, 2098.49 feet to a set 1/2" rebar (GMC Cap CA00156); Thence run N 34°06'30" E, 415.06 feet to a found 5/8" rebar (GMC Cap CA00156) lying at the southwest corner of said Lot 1, said point lying on the east right of way of Folmar Parkway (80' ROW); Thence leave said right of way and run S 55°53'30" E, 2099.46 feet to the Point of Beginning.

Said described property lying and being situated in the north half of Section 28 and in the south half of Section 21, T-15-N, R-17-E, Montgomery County, Alabama, and contains 20.00 Acres, more or less.

EXHIBIT B
TO PROJECT AGREEMENT BY AND AMONG
THE STATE OF ALABAMA,
HYUNDAI ELECTRIC SYSTEMS ALABAMA, INC.
REQUEST FOR PAYMENT NO. ______

DATE: ______________________________

TO: DEBT MANAGEMENT DIVISION
ALABAMA DEPARTMENT OF FINANCE
100 NORTH UNION STREET; SUITE 224
MONTGOMERY, AL 36130-2617

FROM RECIPIENT: ____

RE: PROJECT ____

PROJECT AGREEMENT DATED: ___________________________________

AMOUNT REQUESTED: $_________________________________

Pursuant to the Project Agreement for this Project, Recipient hereby requests payment in the amount specified above. Recipient certifies that all conditions for payment under the terms of the Project Agreement have been satisfied and that the expenditures for which reimbursement is being requested qualify for reimbursement under the Project Agreement and that each has been paid.

Submitted with this Request for Payment are invoices or other evidence of documentation of these expenses and the payment thereof.

HYUNDAI ELECTRIC SYSTEMS ALABAMA, INC.

By: ______________________________
Its: Authorized Representative

2-40

EXHIBIT C
AIDT Letter

See Attached.

2-41

AIDT

ISO 9001: 2008

One Technology Court • Montgomery, AL 36116-3200

May 27, 2010

Mr. Zino Lee
General Manager
Hyundai Heavy Industries Co., LTD.
3452 Lake Lynda Drive
Suite 170
Orlando, FL 32817

Dear Mr. Lee:

AIDT commits to provide this revised comprehensive recruiting and training program for you based on your company, Project Sailboat, plans to create 480 new jobs by locating a facility in Alabama.

Since 1971, AIDT has assisted approximately 3,000 new and expanding companies in the state of Alabama in the recruiting, selection and training of nearly 400,000 employees. These companies have used almost every kind of production process to make a wide variety of products. Through our close working relationships with these companies AIDT has developed consistently effective processes for the recruitment, selection and training of skilled and motivated employees.

AIDT typically produces a workforce that performs at or above the 50 percent level on the learning curve—a result of both the technical training our trainees receive and the process by which they are selected. Attitude is a key indicator in trainee selection. Rigorous screening and interviewing with input from company representatives allows us to identify the most highly qualified and experienced employee candidates. Applicants who do not meet all standards a company requires of its employees are not accepted for training.

Applicants who meet the selection criteria are enrolled in job specific, pre-employment training for detailed assessment of attitude, character, work ethic, literacy, teamwork and technical learning ability. Trainees who successfully complete the training program are highly motivated and naturally perform above expectations. Their high level of technical proficiency is a bonus. Trainees who do not perform at a skill and behavior standards set by the company are dropped from the training program.

Please accept the following as our firm commitment of assistance to you.

Staff members and I will meet with you and your representatives at your convenience. Through discussions we will identify needed employee skills and knowledge, establish training criteria, define curricula content, and define required behavior and performance criteria to determine what the company expects of its employees.

AIDT will recruit trainees for potential employment at the facility. We interview and enroll in training only those acceptable to the company. Alabama's labor market has consistently allowed AIDT to generate a sufficient number of qualified applicants for each job opening. This allows a high degree of selectivity, which benefits the company. We recommend for employment only those trainees who successfully complete the program and exhibit motivation for the job.

242

Mr. Zino Lee
Page Two
May 27, 2010

AIDT assumes all reasonable costs of program development, instructors, equipment, consumable supplies, and training aids such as manuals, workbooks, videotapes, and films. AIDT provides a complete and effective pre-employment program.

The above commitment is contingent upon a company's starting wage of $8.00 per hour.

For companies paying less than $8.00 per hour, AIDT may sponsor a limited on-the-job training program that provides reimbursement to the company for the hourly wages paid to company instructor personnel. Instructor reimbursement provides one instructor for each group of ten trainees. No other support would be provided.

AIDT's pre-employment selection system and on-the-job training program is ISO 9001:2008 registered. We are prepared to ensure the success of any training program we support for your company. We will be pleased to meet with you to discuss in detail how we can be a critical part of your successful startup in Alabama.

Sincerely,

Ed Castile
Director

EC/nj

243

ATTACHMENT

The following is an estimated dollar value relative to AIDT support committed to new industries locating in Alabama. These estimates should not be interpreted as an offer by AIDT to make monetary grants. They are simply our best estimates relative to the value of the services and/or resources that may be provided or employed to meet the training needs of the company.

1. **Program Development** — **$25,000**
   Develop all necessary training materials, edit, and print.

2. **Applicant Recruiting and Screening** — **$20,000**
   AIDT will place media ads, screen and interview all applicants.

3. **Pre-employment Training** — **$1,920,000**
   AIDT will conduct a pre-employment training program that will give all candidates the necessary skills and knowledge and determine the attitudes of your complete workforce. The pre-employment training is a replacement for an assessment center, which normally costs a company approximately $4,000 per employee. The pre-employment training program is at no cost to the company, which affords the company a savings, for 480 employees, of $1,920,000.

4. **Post-Employment Training** — **$44,000**
   AIDT will reimburse the company for the costs of company provided instructors for any required and negotiated post-employment training. Amount not to exceed $44,000.

5. **Instructor Development** — **$250,000**
   Reimbursement for travel time for instructor(s) development at other locations, at the instructor's actual hourly rate of pay, up to $25.00 per hour. Amount not to exceed $250,000.

6. **Training Facilities** — **$400,000**
   AIDT will work with the City of Montgomery in an agreement to lease a facility from the city for HHI's start-up training. The commitment is for up to 3 years with the lease amount not to exceed $400,000.

7. **Mobile Training Units (MTU's)** — **$250,000**

8. **Leadership Development** — **$20,000**
   Savings predicated on experience that companies would have to pay a consultant for management development and training.

9. **Training Video** — **$40,000**
   Customized, orientation or job-specific.

10. **Maintenance Assessments and Training** — **$30,000**
    AIDT will provide a maintenance assessment process to determine a persons ability and skill level in maintenance. We can offer this process to assist with the decision making on new hires and/or to determine areas where training is needed. Estimated savings to the company is $30,000.

11. **Safety Assistance and Training** **$30,000**
AIDT will provide a full service safety assistance program that includes audits, recommendations, and training to resolve any issues. This assistance helps companies get their OSHA documentation in order and make their plant OSHA compliant. We have safety specialists and trainers on staff ready to serve as needed for the start-up and beyond.

12. **Process Improvement Assistance** **$30,000**
AIDT will assess company processes to identify improvement opportunities, training needs, and assist the company in establishing an improvement process. Estimated savings to the company is $30,000.

Total **$3,059,000**

These are all estimated figures. The actual numbers can only be realized after full development of the training program.

2-45

EXHIBIT D
PERMITTED EXCEPTIONS

The following items shall be considered permitted exceptions to the Project Site:

1. Ad valorem taxes for the current and subsequent years.

2. Matters that would be disclosed by an accurate survey or inspection.

3. Existing easements, rights-of-way and reservations of record.

4. Right of reversion in favor of Local Governments and/or Authority of fee title to Parcel 2 unless Commencement of Construction for the Facility has occurred on or before the Commencement of Operations Date.

5. The following covenants and restrictions to be imposed on the Project Site:

COVENANTS AND RESTRICTIONS

These covenants and restrictions are to run with the land on which they are imposed (the "Land") and shall be binding on all parties and all persons claiming any interest in the Land for a period of twenty-five (25) years from the date of the recording hereof in the Office of the Judge of Probate of Montgomery County, Alabama, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots in Interstate Industrial Park, Montgomery, Alabama (the "Park") has been recorded agreeing to change said covenants and restrictions in whole or in part. Enforcement of these covenants and restrictions shall only be by The Industrial Development Board of the City of Montgomery (the "Board") by proceedings at law or in equity to restrain violation or to recover damages. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

ADVISORY COMMITTEE:

The Advisory Committee (the "Advisory Committee") of the Board shall consist of three members; namely, the Chairman of the Board, the Vice Chairman of the Board and the Secretary of the Board.

USES PERMITTED:

A. Uses of sites are limited to all types of lawful industrial activities except:

1. Uses considered dangerous or unsafe such as explosives,

2-46

2. Uses considered objectionable or a nuisance by reason or odor, dust, fumes, smoke, noise, vibration, refuse matter, or water-carried waste.

3. Uses considered objectionable by reason or adverse affect on adjoining units such as junk or salvage yards.

B. All proposed users will be subject to review and written approval by the Advisory Committee.

REPLATTING:

The Land shall not be platted as more than a single lot without the prior written approval of the Advisory Committee.

OPEN SPACE REQUIREMENTS:

A. Setback requirements are to provide sufficient space from the street and the property lines for easy access to the property, protective landscape treatment, and building expansion.

1. All buildings shall be set back at least fifty (50) feet from any street right of way.

2. Side yard setbacks shall be sufficiently large to provide room for expansion, parking, landscaping, or space adequate for fire and police protection. Minimum side yard setback shall be thirty (30) feet from the property line.

3. Rear yard setbacks shall be a minimum of thirty (30) feet except where buildings are backed to rail facilities. The open space may be limited to the right of way for these tracks.

4. Building canopies shall not extend beyond the front or side building setback lines.

5. Adequate open space shall be provided for access, parking, off-street loading, internal circulation, landscaping, and protection in relation to adjacent sites. For each parcel there shall be at least two (2) square feet of land area for each square foot of building area so that up to 33-1/3% of the Land area may be used for building.

B. Variations from these requirements may be granted based upon review and written approval by the Advisory Committee.

BUILDING DESIGN:

A. In addition to meeting all approved building codes, the quality of the architectural design should enhance the appearance of the Park. All building designs, alterations, additions or remodeling are subject to the prior review and written approval of the Advisory Committee.

1. The outside wall of all building shall be of masonry construction, its equivalent, or better. The use of other materials may be permitted where such use will not be adverse to adjoining properties.

2. Accessory buildings, markings, and enclosures will be consistent as to design and quality of materials used with the building to which they are accessories.

3. Building height shall not exceed thirty-five (35) feet or two (2) stories.

B. Variations from these requirements may be granted based upon review and written approval by the Advisory Committee.

SIGNS:

A. All signs, whether free-standing or attached to any building, shall be of durable construction and shall not exceed the height of the roof line of that or any other building situated on the Land.

B. The location, size and construction of all signs will be in keeping with the character of the Park and subject to prior review and approval of the Advisory Committee.

C. Variations from these requirements may be granted based upon review and written approval by the Advisory Committee.

PARKING FACILITIES:

A. All parking and loading for the facility constructed on the Land shall be provided on the Land, with on-street parking and on-street loading and unloading not permitted. Parking and loading areas are to be paved to provide dust-free, all weather surfaces. As a general rule, parking and truck loading facilities are to be located at the side or rear of buildings. Necessary loading on the front may be permitted only when visually screened by landscaping and other appropriate screening arrangements.

B. To ensure personnel parking facilities, space for parking shall be related to both the size of the building and number of expected employees, inasmuch as there may be wide variance in the number of employees using the same size building, depending on the nature of operations or building use. In addition, adequate space must be allocated to permit expansion of parking area upon conversion of use.

1. Parking in relation to personnel:
   1 space for each 1-1/2 plant employee
   1 space for each managerial personnel
   1 visitor parking space for each 10 managerial personnel

2. Parking in relation to floor area (worker density):

2-48

1 space for each 1,000 square foot of gross floor area used for warehousing and distribution

1 space for each 500 square foot of gross floor area used for manufacturing

1 space for each 250 square foot of office floor area

3. Parking stalls for passenger cars shall he nine (9) feet in width for employee parking and ten (10) feet in width for visitor parking.

C. Variations from these requirements may be granted based upon review and written approval by the Advisory Committee.

OFF STREET LOADING:

Truck and trailer maneuvering areas shall be entirely off-street and no backing allowed onto the public street. Truck maneuvering areas shall be one hundred (100) feet in depth and truck berth twelve (12) feet in width. Off-street loading space at least twelve (12) feet wide by forty-five (45) feet long shall be provided and maintained in accordance with the following:

Aggregate floor area (square feet) of industrial development	Number of required spaces
Under 10,000	0
10,000 to 24,999	1
25,000 to 59,999	2
60,000 to 119,999	3
120,000 to 199,999	4
200,000 to 290,000	5
For each additional 90,000 sq ft over 290,000 sq ft or fraction thereof	1

Variations from these requirements may be granted based upon review and written approval by the Advisory Committee.

LANDSCAPE TREATMENT:

A. Landscape treatment is required. "Green" treatment of the site may be in the form of grass lawns and ground covers, shade trees in parking areas, street trees, planting in areas used as dividers, and in areas otherwise unusable. Landscape treatment includes the use of walls, screening terraces, fountains, pools and other water arrangements. Landscaping can be used to mark entrance points, parking areas; it can be used to shield or define service areas and property divisions, and to enhance building scale and forms.

B. As a rule, each site should be developed with ten percent (10%) of the area landscaped for "green" treatment. There must be maintained a strip of ten (10) feet minimum of landscaped ground along the normal curb line of adjacent streets.

C. Landscape treatment should not interface with a sight line requirement of circulation, nor block needed views of building or their means of identification. All landscaping should he designed for minimum maintenance. In an area or spot excessively difficult to maintain, paving or terracing may be used, considered and designed as part of the landscaping treatment.

D. Outside storage of materials will be permitted only where such storage is visually screened from all approaches.

E. Variations from these requirements may be granted based upon review and written approval by the Advisory Committee.

Agenda

AUG - 9 2010

RESOLUTION

WHEREAS, Applicants Christopher S. Simmons, Jeffrey W. Blitz, and Ellen McNair (collectively "the Applicants") have filed with the Montgomery County Commission an Application for Approval and Authorization to Incorporate the Montgomery Economic Development Cooperative District dated July 30, 2010 ("the Application");

WHEREAS, pursuant to the Application, Montgomery County ("the County") and the City of Montgomery ("the City") will be the two proposed members of the Montgomery Economic Development Cooperative District;

WHEREAS, Applicants have requested that the County and City form the Montgomery Economic Development Cooperative District for the initial purpose of acquiring the Hyundai Project Site to satisfy the County's and City's obligations under the Hyundai Project Agreement and to convey the Hyundai Project Site to Hyundai Electric Systems Alabama Inc., and also for the purpose of the Montgomery Economic Development Cooperative District acquiring or constructing such other projects that the Board of Directors of the Montgomery Economic Development Cooperative District may approve or authorize which are located within the corporate limits of the City of Montgomery and the territorial boundaries of Montgomery County, Alabama;

WHEREAS, the Applicants have requested, pursuant to Section 11-99B-3(a)(6), that the Montgomery County Commission adopt a resolution declaring that it is wise, expedient, and necessary that the Montgomery Economic Development Cooperative District be formed and authorizing the Applicants to proceed to form the Montgomery Economic Development Cooperative District by the filing for record of a certificate of incorporation in accordance with the provisions of Section 11-99B-4 of the Code of Alabama;

WHEREAS, the Montgomery County Commission has reviewed the contents of the Application and has determined that the Application satisfies the requirements of Section 11-99B-3 of the Code of Alabama;

WHEREAS, the Montgomery County Commission has determined that it is wise, expedient, necessary, and in the best interest of the County to jointly form with the City the Montgomery Economic Development Cooperative District under Chapter 99B of Title 11 of Code of Alabama;

NOW, THEREFORE, BE IT RESOLVED, by the Montgomery County Commission on this 9th day of August, 2010, that the formation of the proposed Cooperative District on the terms as contained in the Application is wise, expedient and necessary and in the best interests of the County and the Commission hereby authorizes the Applicants to proceed to form the proposed Montgomery Economic Development Cooperative District on behalf of the County by the filing for record of a certificate of incorporation in accordance with the provisions of Section 11-99B-4 of the Code of Alabama;

RESOLVED, FURTHER, that the Montgomery County Commission elects Chairman Elton N. Dean, Sr., and Vice-Chairman Reed Ingram as the County's two initial Directors of the Montgomery Economic Development Cooperative District; and

RESOLVED, FURTHER, that the Montgomery County Commission, for and on behalf of the County, does hereby consent to and authorize the Cooperative District, once formed, to acquire the Hyundai Project Site and to convey the Project Site without consideration from Hyundai except for Hyundai's obligations under the Project Agreement but subject to a first mortgage from Hyundai in favor of the cooperative district

APPROVED:

Elton N. Dean, Sr. -- Chairman

Reed Ingram --- Vice Chairman

Ham Wilson, Jr.

Dimitri Polizos

Jiles Williams, Jr.

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, Donald L. Mims, Administrator of Montgomery County, Alabama, do hereby certify that the foregoing is a true and correct copy of a resolution which was duly adopted by the County Commission of Montgomery County, Alabama at its regular meeting held the 9th day of August, 2010.

Montgomery County Administrator

APPLICATION FOR
APPROVAL AND AUTHORIZATION TO INCORPORATE
MONTGOMERY ECONOMIC DEVELOPMENT COOPERATIVE DISTRICT

TO: City Council of the City of Montgomery, as governing body of the City of Montgomery ("City"), and Montgomery County Commission, as governing body, Montgomery County, Alabama ("County")

The undersigned natural persons, do hereby file, as required by Section 11-99B-3 of the *Code of Alabama (1975),* as amended, with the aforementioned governing bodies of each of the City and County, which public bodies are proposed to be the sole members of the proposed cooperative district set forth below, this Application for Approval and Authorization to incorporate a cooperative improvement district under Chapter 99B of Title 11 of the *Code of Alabama* (1975) (the "Act"), as amended, and as requirements to be set forth in the application sets forth the following:

FIRST: The proposed name of the district to be incorporated is the "Montgomery Economic Development Cooperative District".

SECOND: The proposed projects to be acquired or constructed by the proposed cooperative district are:

A. The initial project or projects proposed to be acquired or constructed by the district consists of the acquisition of approximately 100 acres, more or less, of the real property described in Exhibit "A" attached hereto and such other additional real property adjacent or nearby thereto ("Project Site"), which property is located in the Interstate Industrial Park bordered on the south by Interstate 65 and on the north by Folmar Parkway. This district is proposed to be formed by the authorizing subdivisions as set forth below for the initial purpose of acquiring the Project Site to satisfy its proposed members obligations under that certain Project Agreement ("Project Agreement") dated as of July 16, 2010 by and among the State of Alabama, the City of Montgomery, Montgomery County, Alabama, The Industrial Development Board of the City of Montgomery and Hyundai Electric Systems Alabama Inc.("HESA") and to convey such Project Site to HESA, without any payment of consideration therefor, in satisfaction of its members obligations thereunder.

B. The district may acquire or construct such other project or projects (as defined in the Act) that the board of directors of the district may approve or authorize which are located within the corporate limits of the City of Montgomery and the territorial boundaries of Montgomery County, Alabama.

THIRD: The proposed members of the district would be the City of Montgomery, a body corporate and politic (herein referred to as the "City"), and Montgomery County, Alabama, a political subdivision and body corporate and politic ("County"), each being organized or chartered under the laws of the State of Alabama. The general description of the areas in which the district proposes to acquire the project or projects consist of the real property described in

3-3

Exhibit "A" attached hereto (including such other additional real property adjacent or nearby thereto), which property is located in the Interstate Industrial Park bordered on the south by Interstate 65 and on the north by Folmar Parkway, and such other location or locations within both the corporate limits of the City and territorial boundaries of the County.

FOURTH: The total proposed number of directors of the board shall initially be five (5) directors. The City, through action of its governing body, shall be entitled to select and elect three (3) members to serve on the Board of Directors of the District, and the County, through action of its governing body, shall be entitled to select and elect two (2) members to serve on the Board of Directors of the District, with each director so selected and elected to serve for such terms as are set forth in the Act. No proposal is made to give any directors proportional voting power based upon the percentage of indebtedness or operating expenses of the district or any other measure for establishing proportional voting power of directors, each director shall have one (1) vote subject to the provisions of the Certificate of Incorporation, the Act and the bylaws, if any, in effect from time to time with respect to the district.

FIFTH: The proposed location of the principal office of the district shall be 103 North Perry Street, Room 200, Montgomery, Alabama 36104, which is located within the territorial boundaries of Montgomery County, Alabama, one of the governing bodies of which this application is being filed as required by Section 11-99B-3(a)(5) of the *Code of Alabama* (1975), as amended.

SIXTH: By signing below, each of the applicants does hereby severally state as to themselves only that such applicant is a duly qualified elector of Montgomery County, Alabama, with respect to which this application is being filed with the governing body thereof.

SEVENTH: The applicants do hereby request that each of the aforementioned governing bodies adopt a resolution declaring that it is wise, expedient, and necessary that the proposed district, as proposed herein, be formed and authorizing the applicants to proceed to incorporate the proposed district by filing for record a certificate of incorporation in accordance with and containing the provisions of Section 11-99B-4 and the requirements thereof.

EIGHTH: The following provision for allocation of properties upon dissolution of the district among the members is proposed : "In the event of the dissolution of this District, after the payment, satisfaction and discharge of all of its liabilities and obligations (or after making adequate provision therefor), all of the District's remaining assets and property of every nature and description whatsoever shall be distributed to its members, with sixty (60%) percent undivided interest therein to the City and with a forty (40%) percent undivided interest therein to the County, unless the City and County mutually agree to a different allocation in writing and such allocation is approved by the district's board of directors.

[Execution To Follow On Next Following Page.]

"

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and respectively request that each governing body of the City and County do hereby review and approve this application and authorize the applicants by resolution as required under Sections 11-99B-3(b) and Section 11-99B-4 of the Act.

Done on this 30th day of July, 2010.

Christopher S. Simmons

Jeffrey W. Blitz

~~Ellen~~ McNair

T:\City of Montgomery_0390\Project Sailboat\Application for Approval and Authorization\Application for Authorization and Approval to Form Greater Montgomery Economic Development District (Draft2).doc

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

Commence at an iron pin at the Southwest corner of Section 21, T-15-N, R-17-E, Montgomery County, Alabama; thence run S 02°01'42" E, 1766.17 feet to a point; thence run N 87°29'58" E, 1442.46 feet to a point; thence continue N 87°29'58" E, 573.04 feet to an iron pin lying on the west right of way of the southbound lane of Interstate Highway 65; thence run along said right of way, N 34°14'30" E, 865.86 feet to a point; thence continue N 34°14'30" E, 830.36 feet to the Point of Beginning; thence from said Point of Beginning, leave said right of way and run N 55°53'30" W, 2099.46 feet to a point lying on the East right of way of a proposed extension to Folmar Parkway (80.00 feet R.O.W.); thence run along said East right of way of the proposed extension of Folmar Parkway, N 34°06'30" E, 1663.01 feet to an iron pin lying at the Southwest corner of the Corrected Plat of Industrial Park Plat No. 3, as recorded in the Office of the Judge of Probate, Montgomery County, Alabama, in Plat Book 31, at Page 117; thence leave said Folmar Parkway and run along the South property line of said plat, S 55°57'48" E, 2088.40 feet to an iron pin located on the West right of way of the aforementioned Interstate Highway 65, said point lying in a curve (concave Northwesterly, R-57,146 feet); thence run along said right of way and said curve, a chord of S 33°34'02" W, 1268.19 feet to a concrete right of way monument; thence continue S 34°14'30" W, 397.50 feet to the Point of Beginning. Said described property lying and being situated in the South half of Section 21 and in the North half of Section 28, T-15-N, R-17-E, Montgomery County, Alabama and contains 80.00 acres; said lands being further described as Lot 1, according to the Map of Interstate Industrial Park Plat No. 7, as said Map appears of record in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 42, at Page 120.

PARCEL 2:

BEGIN at a found 5/8" rebar (GMC Cap CA00156) lying at the southeast corner of Lot 1, according to the Map of Interstate Industrial Park Plat No. 7, as recorded in the Office of the Judge of Probate, Montgomery County, Alabama, in Plat Book 42 at Page 120, said point lying on the west right of way of Interstate 65 Southbound (300' ROW); Thence run along said west right of way, S 34°14'30" W, 415.06 feet to a set 1/2" rebar (GMC Cap CA00156); Thence leave said west right of way and run N 55°53'30" W, 2098.49 feet to a set 1/2" rebar (GMC Cap CA00156); Thence run N 34°06'30" E, 415.06 feet to a found 5/8" rebar (GMC Cap CA00156) lying at the southwest corner of said Lot 1, said point lying on the east right of way of Folmar Parkway (80' ROW); Thence leave said right of way and run S 55°53'30" E, 2099.46 feet to the Point of Beginning.

Said described property lying and being situated in the north half of Section 28 and in the south half of Section 21, T-15-N, R-17-E, Montgomery County, Alabama, and contains 20.00 Acres, more or less.

3-6

KAUFMAN GILPIN MCKENZIE

Agenda
AUG - 9 2010

Direct Dial: (334) 409-2236
E-mail: RGilpin@kgmlegal.com

July 28, 2010

VIA HAND DELIVERY
Mr. Donald L. Mims
Administrator
Montgomery County Commission
100 South Lawrence Street, 3rd Floor
Montgomery, Alabama 36104

Re: The Waters Improvement District
Our File No. 2541.1008

Dear Donnie:

As you are aware, we represent The Waters Improvement District (the "District") established by the County Commission of Montgomery County, Alabama by Resolution adopted June 28, 2004.

As you will recall from the work session for the July 26, 2010 Montgomery County Commission ("Commission") meeting, we presented the Commission with the facts surrounding the transaction currently in progress whereby the District has entered into a Cancellation of Indebtedness and Release (the "Cancellation") with New Waters, L.L.C. ("Holder"). The Holder has agreed to discharge, cancel, extinguish, terminate and release the District from the Loan Agreement dated as of August 30, 2007 entered into between the District and Regions Bank, which is secured by the Assessments filed of public record in the Office of the Judge of Probate of Montgomery County, Alabama.

Pursuant to the Cancellation, the District hereby petitions the Commission for the cancellation and release of the Assessments levied in the Commission's Approving Resolution dated as of April 16, 2007. Enclosed is a proposed draft of a Resolution Discharging the Assessments on Certain Property within The Waters Improvement District (complete with exhibits attached) for your consideration. Please place this item on the agenda for the next Commission Meeting scheduled for August 9, 2010.

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

4-1

Please forward a copy of the Resolution approved by the Commission effecting the discharge of assessments to me upon its adoption. If you have any questions concerning this matter, please do not hesitate to contact me.

Yours very truly,

KAUFMAN GILPIN MCKENZIE THOMAS WEISS, PC

Robert E.L. Gilpin

RELG/CDG:bsh
Enclosures
H:\WDOX\CLIENTS\2541\1008\00199397.WPD

RESOLUTION DISCHARGING THE ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE WATERS IMPROVEMENT DISTRICT

WHEREAS, pursuant to that certain Resolution dated as of April 16, 2007 (the "Approving Resolution"), and to the assessment agreement dated as of August 30, 2007 (the "Assessment Agreement"), between The Waters Improvement District (the "District"), an Alabama improvement district, and The Waters at Waugh, LLC (the "Developer"), an Alabama limited liability company, the County Commission of Montgomery County, Alabama (the "Commission") assessed the 2007-A Assessment Property and the 2007-B Assessment Property located within the District and such assessments were filed for public record in the Notice of Assessment filed with the Office of the Judge of Probate of Montgomery County, Alabama, Real Property Book 3624 and Page 660;

WHEREAS, the Assessments are security for that certain Loan Agreement dated as of August 30, 2007, between the District and Regions Bank, an Alabama banking corporation (the "Bank") as amended and assigned to New Waters, L.L.C., a Delaware limited liability company (the "Holder") in the amount of $5,395,000 (the "Loan");

WHEREAS, the Loan is being cancelled and released by the Holder pursuant to that certain Cancellation of Indebtedness and Release by and between the District and the Holder (the "Cancellation Agreement"), the form of which is attached hereto as Exhibit "A";

WHEREAS, at the request of the District and the Holder, the Commission has determined that the cancellation and release of all such Assessments is in the best interest of the County;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA, AS FOLLOWS:

(1) The recitals set forth in the foregoing preambles are hereby found and declared to be true and correct.

(2) The Commission, at the request of the District and the Holder of the Loan which the Assessments secure, does hereby cancel the Assessments levied in the Approving Resolution.

(3) All necessary and appropriate representatives of the County are directed to take such actions for and on behalf of the County as are appropriate to carry out the intent of this resolution or the Cancellation Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

STATE OF ALABAMA)
:
MONTGOMERY COUNTY)

I, Donald L. Mims, Administrator of Montgomery County Commission, DO HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution which was duly adopted by the Montgomery County Commission at a regular meeting held the 9th day of August, 2010.

GIVEN under my hand and the official SEAL of Montgomery County, Alabama, this the _____ day of ____________________, 2010.

By:___________________________________
Donald L. Mims, Administrator

APPROVED: ____________ _____, 2010

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4-4

EXHIBIT "A"

Form of Cancellation Agreement

CANCELLATION OF INDEBTEDNESS AND RELEASE

THIS CANCELLATION OF INDEBTEDNESS AND RELEASE (the "Cancellation Agreement") as entered into as of 20th day of July, 2010 among the Waters Improvement District, an Alabama improvement district (the "District") and New Waters, L.L.C., a Delaware limited liability company (the "Holder") as successor by assignment to the Loan by Regions Bank, an Alabama banking corporation (the "Bank").

WHEREAS, pursuant to that certain Loan Agreement dated as of August 30, 2007, between the District and the Bank, as amended and as assigned to the Holder, the Bank made available to the District, subject to the terms, conditions and amendments thereof, a loan in the amount of up to $5,395,000 (the "Loan"), attached hereto and made a part hereof as **Exhibit "A,"** relating to the development of infrastructure improvements within the improvement district established for the property located in Montgomery County, Alabama;

WHEREAS, the County Commission of Montgomery County, Alabama (the "Commission"), assessed the 2007-A Assessment Property and the 2007-B Assessment Property located within The Waters Improvement District (the "Assessment Obligations"), as described in **Exhibit "B"** attached hereto and made a part hereof, pursuant to that certain Assessment Agreement dated as of August 30, 2007, between the District and The Waters at Waugh, L.L.C. (the "Developer") and resolution dated as of April 16, 2007 authorized and approved by the Commission (the "Approving Resolution") (the Loan, Assessment Agreement, and Approving Resolution collectively herein referred to as the "Loan Documents");

WHEREAS, the parties to this Cancellation Agreement desire to cancel, terminate, relinquish, discharge, and release any and all liens, obligations, indebtedness, covenants, representations or agreements relating to or arising under the Loan or any documents securing any indebtedness pursuant to such documents or any items otherwise relating to the indebtedness described in such documents (including but without limitation any unpaid principal or interest relating to such documents) (the "Loan and Assessment Obligations");

WHEREAS, the parties desire to discharge, cancel and extinguish the Loan and Assessment Obligations, including all the remaining principal and interest balances and release any and all mortgages and/or liens securing the Loan and Assessment Obligations.

NOW THEREFORE, in consideration of the foregoing and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the parties hereby agree as follows:

1. Effective Date. This agreement shall be effective as of the 9th of August, 2010 upon the approval of the Commission by resolution cancelling the Assessments levied in the Approving Resolution (the "Effective Date").

2. Cancellation of Indebtedness. As of the Effective Date, the Holder hereby discharges, cancels, extinguishes, terminates and releases the Loan.

3. Cancellation of Assessments. The Holder hereby agrees to the cancellation and release of the Assessments by the Commission and authorizes the District to petition the Commission for the cancellations of such Assessments.

4. Release of Mortgage, Liens, etc. As of the Effective Date, the Holder hereby releases and cancels any and all mortgages, liens, security interests, encumbrances and any other rights to any collateral securing the Loan. Any collateral remaining in the possession or control of the District as of the Effective Date shall be free of any liens of the Holder.

5. Release of Indebtedness.

(a) The Holder, in consideration of the agreements set forth herein and as a material inducement therefor, does hereby release, remise and forever discharge the District and their respective attorneys, agents, financial advisors, assigns, heirs, executors, or administrators of and from any and all claims, liabilities, actions, and causes of action, if any, of whatever kind or nature, whether known or unknown, those that are contingent, suspected, or unsuspected, and whether concealed or hidden, which have existed, arising out of or in any way connected with any occurrences, acts, omissions, or transactions involving, directly or indirectly, the Loan, the Loan Documents, or any of the Loan and Assessment Obligations set forth therein, or any other transactions and dealings between or among the District and the Holder.

(b) The District, in consideration of the Holder's agreements as set forth herein, and as a material inducement therefor, does hereby release, remise and forever discharge the Holder and its respective affiliates, parents, divisions, subsidiaries, successors, predecessors, stockholders, officers, directors, agents, employees, attorneys, financial advisors and assigns of and from any and all claims, liabilities, actions, and causes of action, if any, of whatever kind or nature, whether known or unknown, those that are contingent, suspected, or unsuspected, and whether concealed or hidden, which have existed, arising out of or in any way connected with any occurrences, acts, omissions, or transactions involving, directly or indirectly, the Loan, the Loan Documents or any of the Loan and Assessment Obligations set forth therein, or any other transactions and dealings between or among the District and the Holder.

6. Other Actions. The parties further agrees, upon receipt of a written request therefor, to take any and all other actions that are reasonably necessary to cancel the Loan and Assessment Obligations and release and discharge any mortgages or liens securing the same, including but not limited to, filing mortgage cancellations and releases and UCC-3 termination statements with the appropriate probate offices and the secretary of state.

7. Counterparts; Electronic Delivery. To facilitate execution, this Cancellation Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Cancellation Agreement or any required consent to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties thereto. Any signature to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and

thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Delivery of an executed counterpart of this Cancellation Agreement or any required consent by telefacsimile or any other form of electronic transmission shall be equally as effective as delivery of an original executed counterpart thereof. Any party delivering an executed counterpart of this Cancellation Agreement or any required consent by telefacsimile or other electronic means also shall deliver an original executed counterpart of such instrument, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Cancellation of Indebtedness and Release has been duly executed as of the day and year first above written.

WITNESSES:

By: L. Russell Daniel
Print Name: L. Russell Daniel

DISTRICT:
The Waters Improvement District,
a public corporation organized and existing under the laws of the State of Alabama

By: Dale Walker
Dale Walker, Its: Chairman

HOLDER:
New Waters, LLC,
a Delaware limited liability company

By: L. Russell Daniel
Print Name: L. Russell Daniel

By: J. Garrett McNeil
J. Garrett McNeil, Its: Manager

00196497 - 3

49

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
Clinton D. Graves
Leslie H. Pitman

Of Counsel
Samuel Kaufman
Gregg B. Everett

* Also Admitted in Georgia

KAUFMAN GILPIN MCKENZIE

Direct Dial: (334) 409-2236
E-mail: RGilpin@kgmlegal.com

Agenda
AUG - 9 2010

July 28, 2010

Mr. Donald L. Mims
Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102-1667

Re: The Waters Improvement District
Our File No. 2541.1008

Dear Donnie:

We represent The Waters Improvement District (the "District") established by the County Commission of Montgomery County, Alabama by Resolution adopted June 28, 2004.

The current Directors of this District, Dale Walker, Edward V. Welch, Sr., and L. Russell Daniel have each tendered their resignations (copies attached). On behalf of the District, we hereby request that those Directors be replaced by J. Garrett McNeil, James T. Holloway, and Thomas H. Brigham, respectively. We request each of the replacement Directors be appointed to complete the same term of office as the Director that he replaces. Please place this item on the Agenda for the next Montgomery County Commission meeting scheduled for August 9, 2010. Proposed Resolutions for the approval of each new Director and a copy of their bios are attached for your consideration.

Please forward copies of the Resolutions effecting these appointments to me upon their adoption. If you have any questions concerning this matter, please do not hesitate to contact me.

Yours very truly,

Kaufman Gilpin McKenzie Thomas Weiss, PC

Robert E.L. Gilpin

RELG/CDG:bsh
Enclosures
H:\WDOX\CLIENTS\2541 1008\00197164 WPD

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

5-1

RESIGNATION

I, **Edward V. Welch, Sr.**, do hereby tender my resignation as an Officer and Director of **The Waters Improvement District**, a public corporation organized under the laws of the State of Alabama, said resignation to be effective upon acceptance by the County Commission of Montgomery County.

DONE, as of the 20th day of July, 2010.

_________________________ L.S.
Edward V. Welch, Sr.

____
Witness

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00197116 - 2

5-2

RESIGNATION

I, **Dale Walker,** do hereby tender my resignation as an Officer and Director of **The Waters Improvement District,** a public corporation organized under the laws of the State of Alabama, said resignation to be effective upon acceptance by the County Commission of Montgomery County.

DONE, as of the 20th day of July, 2010.

Dale Walker L.S.
Dale Walker

Witness

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00197116 - 2

5-3

RESIGNATION

I, **L. Russell Daniel,** do hereby tender my resignation as an Officer and Director of **The Waters Improvement District,** a public corporation organized under the laws of the State of Alabama, said resignation to be effective upon acceptance by the County Commission of Montgomery County.

DONE, as of the 20th day of July, 2010.

L. Russell Daniel L.S.
L. Russell Daniel

Witness

H:\WDOX\CLIENTS\2541\1008\00197116.WPD

00197116 - 2

5-4

RESOLUTION ELECTING DIRECTOR
FOR THE WATERS IMPROVEMENT DISTRICT

WHEREAS, Edward V. Welch, Sr. has been a member of the Board of Directors of The Waters Improvement District;

WHEREAS, Edward V. Welch, Sr. has submitted his resignation as a Director and it has been requested that he be replaced by James T. Holloway; and

WHEREAS, it has been requested that James T. Holloway be appointed to the remainder of the initial term scheduled to expire on December 31, 2012; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA, that James T. Holloway be and is hereby appointed to serve on The Waters Improvement District for the remainder of the initial term, which ends December 31, 2012.

STATE OF ALABAMA)
:
MONTGOMERY COUNTY)

I, Donald L. Mims, County Administrator of the County Commission of Montgomery County, Alabama, DO HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution which was duly adopted by the County Commission of Montgomery County, Alabama, at a regular meeting held the 9th day of August, 2010.

GIVEN under my hand and the official SEAL of the County Commission of Montgomery County, Alabama, this the _____ day of _____________, 2010.

By:_______________________________________
Donald L. Mims, Administrator

APPROVED:______________, 2010

00197904

5-5

RESOLUTION ELECTING DIRECTOR
FOR THE WATERS IMPROVEMENT DISTRICT

WHEREAS, Dale Walker has been a member of the Board of Directors of The Waters Improvement District;

WHEREAS, Dale Walker has submitted his resignation as a Director and it has been requested that he be replaced by J. Garrett McNeil; and

WHEREAS, it has been requested that J. Garrett McNeil be appointed to the remainder of the initial term scheduled to expire on December 31, 2011; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA, that J. Garrett McNeil be and is hereby appointed to serve on The Waters Improvement District for the remainder of the initial term, which ends December 31, 2011.

STATE OF ALABAMA)
:
MONTGOMERY COUNTY)

I, Donald L. Mims, County Administrator of the County Commission of Montgomery County, Alabama, DO HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution which was duly adopted by the County Commission of Montgomery County, Alabama, at a regular meeting held the 9th day of August, 2010.

GIVEN under my hand and the official SEAL of the County Commission of Montgomery County, Alabama, this the _____ day of _____________, 2010.

By:_______________________________________
Donald L. Mims, Administrator

APPROVED:______________, 2010

00197904

RESOLUTION ELECTING DIRECTOR
FOR THE WATERS IMPROVEMENT DISTRICT

WHEREAS, L. Russell Daniel has been a member of the Board of Directors of The Waters Improvement District;

WHEREAS, L. Russell Daniel has submitted his resignation as a Director and it has been requested that he be replaced by Thomas H. Brigham; and

WHEREAS, it has been requested that Thomas H. Brigham be appointed to the remainder of the initial term scheduled to expire on December 31, 2010; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA, that Thomas H. Brigham be and is hereby appointed to serve on The Waters Improvement District for the remainder of the initial term, which ends December 31, 2010.

STATE OF ALABAMA)
:
MONTGOMERY COUNTY)

I, Donald L. Mims, County Administrator of the County Commission of Montgomery County, Alabama, DO HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution which was duly adopted by the County Commission of Montgomery County, Alabama, at a regular meeting held the 9th day of August, 2010.

GIVEN under my hand and the official SEAL of the County Commission of Montgomery County, Alabama, this the _____ day of _____________, 2010.

By:_______________________________________
Donald L. Mims, Administrator

APPROVED:______________, 2010

00197904

S-7

THE WATERS IMPROVEMENT DISTRICT

BOARD OF DIRECTORS

	Director Name	Officer	Term Expires
*	Dale Walker	Chairman	12/31/2011
*	Edward V. Welch, Sr.	Vice Chairman	12/31/2012
*	L. Russell Daniel	Secretary	12/31/2010

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5-8

Agenda

AUG - 9 2010

STATE OF ALABAMA

DEPARTMENT OF PUBLIC HEALTH

DONALD E. WILLIAMSON, M.D. • STATE HEALTH OFFICER

2010 JUL 21 AM 8:42

MONTGOMERY COUNTY HEALTH DEPARTMENT

July 16, 2010

Mr. Donald L. Mims, County Administrator
Montgomery County Commission
PO Box 1667
Montgomery, AL 36102-1667

Dear Mr. Mims:

Richard Wilhoite and Henry Frazer have agreed to be reappointed as board members of the Joint Public Charity Hospital Board.

If I can be of any more assistance please let me know.

Sincerely,

James R. Martin

James R. Martin, Administrator
Montgomery County Health Department

6-1

3060 Mobile Highway, Montgomery, Alabama 36108
334-293-6400 ★ Fax: 334/293-6410

Updated 10/2009

Joint Public Charity Hospital Board

Members:	Term Expires:
* Richard Wilhoite 7195 Fanning Mill Road Grady, AL 36036	10/5/2010
* Henry A. Frazer 500 Cherry Hill Place Montgomery, AL 36117 Home: 271-1678	10/5/2010
Dr. Albert Holloway 2611 Woodley Park Drive Montgomery, AL 36117 Phone: 288-0009	10/5/2011
Lynn Breshear Envision2020 600 S Court Street Montgomery, Alabama 36106 Work: 269-0224 Cell: 462-0220	10/5/2011
Mary B. Weidler 1722 Hill Hedge Drive Montgomery, AL 36106	10/5/2012
Vivian Hamlett, M.D. 1765 Milly Branch Pike Road, AL 36064 Home: 334.271.5910 Cell: 334.462.5566	10/5/2012
James R. Martin (293-6500) Administrator Montgomery County Health Department 3060 Mobile Hwy Montgomery, AL 36108	Permanent

Term: 3 years

6-2

ENVIRONMENTAL
MATERIALS
CONSULTANTS, INC.

July 14, 2010

Montgomery County Commission
P. O. Box 1667
Montgomery, Alabama 36192

Attention: Scott Kramer

Subject: Environmental Covenant
Montgomery County Shop
Montgomery, Montgomery County, Alabama
Facility ID #13516-101-000696, UST 90-09-18

Dear Mr. Kramer;

Enclosed is a prepared Environmental Covenant document for the Montgomery County Shop site located at 1852 Terminal Road as required by ADEM. This document must be executed on Page 4 by Mr. Donnie Mims, and his signature notarized. Upon his signature, if you will call me I will hand deliver the document to ADEM for their review and approval.

Sincerely,
Environmental-Materials Consultants, Inc.

Nancy F. Weed

Nancy F. Weed
Project Coordinator

Enclosure

7-2

2027 CHESTNUT STREET • MONTGOMERY, ALABAMA 36106-1110 • 334-265-4000

Haskell | Slaughter
attorneys at law

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

MEMORANDUM
August 3, 2010

T-T6

TO: Donnie Mims
John Mitchell
Scott Kramer

FROM: Tommy Gallion

RE: Montgomery County Shop located at 1852 Terminal Road
Monitoring Well Abandonment Report - ADEM Covenant

I have reviewed your July 12, 2010 memorandum, the July 26, 2010 memorandum from Scott Kramer to you, the June 30, 2010 certified letter from Alabama Department of Environmental Management ("ADEM") to the County regarding the requirements, the June 30, 2010 letter from ADEM regarding the Monitoring Well Abandonment Report dated June 14, 2010, the June 30, 2010 certified letter from ADEM regarding the pre-approved cost proposal #46 for preparation of an environmental covenant and its attachment. I have also reviewed Alabama Uniform Environmental Covenants Act, §§ 35-19-01 through 35-19-14 Alabama Code (1975) as amended.

My legal opinion on this matter as it relates to the County spending $430 for the preparation of an environmental covenant that will document the restrictions on the deed prohibiting the use of groundwater for potable purposes is that this document is required by law and we actually have no choice.

50051-317
#3831545_1

7-3

Elton N. Dean, Sr.
Chairman

Reed Ingram
Vice Chairman

Dimitri Polizos
Jiles Williams, Jr.
Ham Wilson, Jr.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

Donald L. Mims, CPA, MPA
Administrator
John A. Mitchell, Sr.
Deputy Administrator
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

July 26, 2010

MEMORANDUM

TO: Thomas Gallion
County Attorney

FROM: Scott Kramer
Risk Manager

SUBJECT: ADEM – County Shop Covenant

At the request of the Commissioners during the informal meeting today, I am forwarding this information for you to review. I have attached information relating to the monitoring well abandonment report, as well as the covenant to document the restrictions on the deed prohibiting the use of groundwater for potable purposes.

I am requesting a response by August 2, 2010 in order that this item can be placed on the next agenda.

cc: John A. Mitchell
Deputy Administrator

✓ Donald Mims
Administrator

7-4

STATE OF ALABAMA)
Montgomery COUNTY)

ENVIRONMENTAL COVENANT

KNOW ALL MEN BY THESE PRESENTS: That pursuant to a Alabama Uniform Environmental Covenants Act, §§ 35-19-1 through 35-1914, Code of Alabama 1975, as amended, (the "Act") and the ADEM Administrative Code of Regulations promulgated thereunder,

Montgomery County Commission

(hereinafter "Grantor") grants this Environmental Covenant, which constitutes a servitude arising under an environmental response project that imposes activity and/or use limitations, to the following statutory Holder:

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

("ADEM"), (hereinafter "Grantee" or "Holder"), to-wit:

WHEREAS, the Grantor is the owner of certain real property known as Montgomery County Shop located at 1852 Terminal Road, in the City of Montgomery, Montgomery County, Alabama (the "Property), which was conveyed to Grantor by deed dated 07/30/1996, and recorded in the Office of the Judge of Probate for said County, Alabama, in Deed Book 1683 at Page 28; and,

WHEREAS, the Property is more particularly described as follows: Commence at NE corner Section 22 Township 16N Range 17E then South 80 feet to POB then Southwesterly 400 feet then Northeasterly 350 feet then North 85 feet to POB Parcel 11-05-22-01-000-019.000; and,

WHEREAS, a release of petroleum or other motor fuels from an underground or aboveground storage tank has occurred on the Property, designated as ADEM UST Incident No. UST 90-09-18; and,

WHEREAS, pursuant to the Alabama Underground Storage Tank and Wellhead Protection Act of 1988, §§ 22-36-1 through 22-36-10, Code of Alabama 1975, as amended, the tank owner was required to perform environmental response actions pursuant to an ADEM-approved Corrective Action Plan; and,

WHEREAS, the Corrective Action Plan, which was approved following public notice, has now been implemented; and,

WHEREAS, implementation of the approved Corrective Action Plan has achieved risk-based cleanup levels deemed protective of public health and the environment based upon certain use restrictions imposed on the property to limit exposure to petroleum chemicals of concern; and,

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by placing restrictions on the Property in accordance with the approved Corrective Action Plan; and

7-5

WHEREAS, further information concerning the UST release and remediation activities, including the Administrative Record, may be obtained by contacting:

Chief, Land Division
Alabama Department of Environmental Management
1400 Coliseum Boulevard
Montgomery, Alabama 36110
(334) 271-7700

NOW, THEREFORE, Grantor hereby grants this Environmental Covenant to the named Holder, and declares that the Property shall hereinafter be bound by, held, sold, used, improved, occupied, leased, hypothecated, encumbered, and/or conveyed subject to the requirements set forth below:

1. **DEFINITIONS**

"Grantor" means the owner of the real property, its successors and assigns in interest.

2. **USE RESTRICTIONS**

Activities that violate the following restrictions shall not take place on the Property without obtaining prior written approval from ADEM:

(i) use of groundwater for potable purposes is prohibited

(ii) excavation of any petroleum contaminated soils without proper soil management is prohibited

3. **GENERAL PROVISIONS**

A. Restrictions to Run with the Land. This Environmental Covenant runs with the land pursuant to §35-19-5, Code of Alabama 1975, as amended; is perpetual unless modified or terminated pursuant to the terms of this Covenant or §35-19-9 Code of Alabama 1975, as amended; is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof; inures to the benefit of and passes with each and every portion of the Property; and binds the Owner, the Holders, all persons using the land, all persons, their heirs, successors and assigns having any right, title or interest in the Property, or any part thereof who have subordinated those interests to this Environmental Covenant, and all persons, their heirs, successors and assigns who obtain any right, title or interest in the Property, or any part thereof after the recordation of this Environmental Covenant.

B. Notices Required. In accordance with §35-19-4(b), Code of Alabama 1975, as amended, the Grantor shall send written notification pursuant to Section I, below, upon any of the following events affecting the property subject to this covenant: Transfer of any interest, any proposed changes in the use of the property, any applications for building permits, or any proposals for site work that could affect the subsurface areas. Said notification shall be sent within fifteen (15) days of the listed event.

C. Registry/Recordation of Environmental Covenant; Amendment; or Termination.
Pursuant to §35-19-12(b), Code of Alabama 1975, as amended, this Environmental Covenant and any amendment or termination thereof, shall be contained in the ADEM Registry of Environmental Covenants. After an environmental covenant, amendment, or termination is filed in the registry, a notice of the covenant, amendment, or termination may be recorded in the land records in lieu of recording the entire covenant in compliance with §35-19-12(b). Grantor shall

7-6

be responsible for filing the Environmental Covenant within thirty (30) days of the final required signature.

D. Right of Access. The Owner hereby grants to ADEM and any other named Holder, its agents, contractors and employees, the right of access to the Property for implementation or enforcement of this Environmental Covenant.

E. Representations and Warranties. Grantor hereby represents and warrants as follows:

i) That the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided, and to carry out all obligations hereunder;
ii) That the Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered; *or* the Grantor has identified all other parties that hold any interest or encumbrance affecting the Property and has notified such parties of the Grantor's intention to enter into this Environmental Covenant.
iii) That this Environmental Covenant will not materially violate, contravene, or constitute a material default under, any other agreement, document, or instrument to which Grantor is a party, by which Grantor may be bound or affected;
iv) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property;
v) That this Environmental Covenant does not authorize a use of the Property which is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant.

F. Compliance Enforcement. In accordance with §35-19-11(b), Code of Alabama 1975, as amended, the terms of the Environmental Covenant may be enforced by the parties to this Environmental Covenant; any person to whom this Covenant expressly grants power to enforce; any person whose interest in the real property or whose collateral or liability may be affected by the alleged violation of the Covenant; or a municipality or other unit of local government in which the real property subject to the Covenant is located, in accordance with applicable law. Failure to timely enforce compliance with this Environmental Covenant or the use or activity limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall limit the regulatory authority of ADEM under any applicable law with respect to the environmental response project.

G. Modifications/Termination. Any modifications or terminations to this Environmental Covenant must be made in accordance with §§ 35-19-9 and 35-19-10, Code of Alabama 1975, as amended.

H. Notices. Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

ADEM	**GRANTOR**
Chief, Land Division	Name Mr. Donald L. Mims
A.D.E.M.	Entity Name Montgomery County Commission
1400 Coliseum Boulevard	Mailing Address P.O. Box 1667
Montgomery, AL 36110	City, Alabama ZIP Montgomery , AL 36192

I. No Property Interest Created in ADEM. Pursuant to §35-19-3(b), Code of Alabama 1975, as amended, the rights of ADEM under the Act or under this Environmental Covenant , other than a right as a holder, is not an interest in the real property subject to the covenant, nor does the approval by ADEM of this Environmental Covenant create any interest in the real property.

7-7

J. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

K. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Alabama.

L. Recordation. In accordance with §35-19-8(a), Code of Alabama 1975, as amended, Grantor shall have this Environmental Covenant, and any amendment or termination thereof, recorded in every county in which any portion of the real property subject to this Environmental Covenant is located. Grantor shall have this Environmental Covenant recorded within fifteen (15) days after the date of the final required signature.

M. Effective Date. The effective date of this Environmental Covenant shall be the date the fully executed Environmental Covenant is recorded in accordance with paragraph "L" above.

N. Distribution of Environmental Covenant. In accordance with §35-19-7, Code of Alabama 1975, the Grantor shall, within fifteen (15) days of filing this Environmental Covenant, have a recorded and date stamped copy of same distributed to each of the following: (1) Each person who signed the covenant; (2) Each person holding a recorded interest in the property; (3) Each person in possession of the property; (4) Each municipality or other unit of local government in which the property is located; and (5) Any other person required by ADEM to receive a copy of the covenant. However, the validity of this Environmental Covenant will not be affected by the failure to provide a copy of the Covenant as herein provided.

O. Party References. All references to ADEM, the Grantor, or other applicable parties, shall include successor agencies, departments, divisions, heirs, executors and/or administrators.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the __________ day of __________________, 20___.

____
Grantor

STATE OF ALABAMA)
____________ COUNTY)

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

Given under my hand and official seal this _____ day of __________________, 20___.

____
Notary Public

My Commission Expires: __________________

7-8

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

This Environmental Covenant is hereby approved by the State of Alabama, Department of Environmental Management.

Dated ____________________, 20____ By: ____

Chief, Land Division
Alabama Department of Environmental Management

STATE OF ALABAMA)
_____________ COUNTY)

I, hereby certify that the foregoing Environmental Covenant has been recorded in the property records of __________________ County, Alabama, at Deed Book ______, Page _______________.

Dated ______________________, 20____ By: ____
Clerk, Office of Probate Judge

7-10

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

August 4, 2010

MEMORANDUM

TO: Thomas Gallion, III
County Attorney

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

RE: Wells Action In Mailing Service Contract

Attached is the above referenced contract for your review. This contract will provide for sorting and delivery of County mail with a savings of 2.6 cents per piece.

Please take appropriate action in this matter to ensure this contract meets the necessary legal requirements. A response before the next Commission meeting on August 9, 2010 is appreciated.

JAM/rw

Attachments

8-2

Wells Action In Mailing, Inc.
2511 Midpark Road, Montgomery, AL 36109-1407 (334) 286-4667, (334) 286-6008 FAX

First Class Pre-Sort Service Agreement

(File name Presort Serv Agrmt.Doc) Last revision November, 2008

Client Name:______________________________ Contact Person(s):

Client Address:______________________________ ______________________

City, ST, Zip:______________________________ ______________________

Client Phone: (____) ____-__________ Client Fax: (____) ____-__________

- ☐ Client has signed USPS form 8096 and USPS form 6014
- ☐ Client has received copy of FASTforward® Processing Services "Required Text Document"
- ☐ If electing FASTforward® services client has signed appropriate PAF

Wells Action In Mailing, Inc. (WAIM) provides combined and co-mingled pre-sorting/pre-barcoding and Value Added Refund services for both First Class Mail and Standard Class Mail. Through this service, mailings are prepared for presentation to the United States Postal Service (USPS) by processing "finished" mail on USPS-approved Multi-Line Optical Character Recognition (MLOCR) equipment for the purpose of affixing USPS-approved barcodes to the mail pieces and pre-sorting the mail to USPS requirements in order to qualify the mail for reduced postage rates. A co-mingled mailing involves the co-mingling of various mail pieces, including the co-mingling of various Clients' mailings, into a single mailing. A combined mailing involves combining mailings where postage is paid through various methods (permit, meter, pre-cancelled stamp) into a single mailing. A Value Added Refund (VAR) refers to certain monies refunded to WAIM by the USPS for mail for which postage is affixed at one rate and the mail is qualified for a lesser postage amount.

The above named Client desires that certain mail belonging to Client be included in above described mailings prepared by WAIM and that WAIM shall serve as Client's agent with the USPS regarding this mail. Client will realize benefits from inclusion, including having qualified mail prepared in an automated mailing for improved USPS handling and delivery as well as achieving certain savings in postage cost(s).

Client agrees that any mail submitted for inclusion in a mailing described above must meet all applicable rules for inclusion and any mail piece(s) not meeting such rules may be withheld from the mailing. Client understands and agrees the WAIM is bound by the rules and regulations of the USPS in the preparation of said mailings.

Client will provide mail for which postage is paid by:

☑ Meter ☐ Permit ☐ Pre-cancelled stamp ☐ To be metered (separately billable) by WAIM

If postage is paid by Client meter:

USPS requires that WAIM maintain on file all meter license numbers to be used by Client:

__1__ Number of Client meters to be used

Meter License Number & brand	City & Zip of meter license	If City & Zip are not Montgomery, AL Is drop ship approved?
______________	______________	☐ Attach copy
______________	______________	☐ Attach copy
______________	______________	☐ Attach copy
______________	______________	☐ Attach copy

Attach a meter strip (printed zero money) from each meter to back of this form.
(Client is responsible to notify WAIM of any change in meter(s)

If postage is paid by permit (minimum quantities required)

Permit printed on mail MUST be a valid Montgomery, AL USPS permit and postage MUST be actually paid through WAIM combined mailing permit if combined or co-mingled.

Permit printed on mail is to be:

☐ WAIM permit ☐ Client permit (City/ST______________Permit #________)

If postage is paid by pre-canceled stamp (minimum quantities required):

Stamp denomination MUST be then appropriate USPS pre-canceled stamp for that class of mail.

8-3

Request to Pay Postage Refunds to Presenter of Mail

____
(Name of Customer)

(hereinafter "the customer") hereby requests the United States Postal Service to accept requests for postage refunds submitted by

Wells Action In Mailing, Inc.
(Name of Presenter)

(hereinafter "the presenter") for postage refunds on the mail of the customer, and to pay refunds found to be due on such mail to the presenter, as specified below.

1. This request applies to all mail of the customer, and on which the customer has paid postage, that is deposited with the Postal Service by the presenter. This request does not apply to mail that is deposited with the Postal Service by persons or entities other than the presenter.

2. For all mail covered by this request, the presenter shall have the exclusive authority to submit to the Postal Service requests for postage refunds, and to receive payment of any such refunds that are determined to be owing because the amount of postage applied to the mail by the customer is in excess of lawful rates. Requests for refunds on such mail may be submitted only at the time of mailing, in accordance with the procedures established in the *Domestic Mail Manual.*

3. The Postal Service assumes no responsibility for maintaining records on the amount of refunds paid to the presenter pursuant to this request, or for the eventual disposition of any such refunds between the customer and the presenter. These are matters of private contractual agreement between the presenter and the customer.

4. This request will remain in force until the Postal Service receives written notification from the customer that this request is revoked.

5. The submission of this request is not required by the Postal Service for the deposit of the customer's mail. This request will, however, permit the Postal Service to accept requests for refunds, made by the presenter on behalf of the customer, pursuant to a voluntary agreement between the customer and the presenter.

____
(Name)

____
(Title)

I am duly authorized on behalf of the customer in making this request, and agree to all the terms and conditions of this request on behalf of the customer.

____
(Signature and Date)

WARNING: The furnishing of false information on this form may result in a fine of not more than $10,000 or imprisonment of not more than 5 years, or both. (18 U.S.C. 1001)

8-4

UNITED STATES POSTAL SERVICE®

FASTforward® Notification via Returned Mailpiece Processing Request Form

The collection of information on this Processing Acknowledgement Form (PAF) is required by the Privacy Act of 1974. The United States Postal Service (USPS) requires that each *FASTforward®* licensee have a completed *FASTforward* Notification via Returned Mailpiece Processing Request Form for each of their customers prior to providing the service. The Licensee is also required by the USPS to retain a copy of the completed form for each of its customers and to obtain an updated form from each of its customers at minimum once per year. Any signature upon this form shall be considered valid for all purposes and have the same effect whether it is an ink-signed original or a photocopy or facsimile representation of the original document.

Mail Owner

I, the undersigned, an authorized representative of:

Company Name

Address

City/State/ZIP+4

( ) –

Telephone Number

Tax Identification Number (TIN)

Name (Please print)

Title

Signature

/ /

Date

do hereby acknowledge that I have received and reviewed the *FASTforward* Information Package supplied to me by ______, a *FASTforward* licensee. I also understand that the sole purpose of the *FASTforward* service is to provide mailpiece address correction service. Mailpieces that obtain address correction information as a result of this process will be separated from my mailing and returned within 24 hours of processing by the licensee, unless I authorize a longer time period in writing. The information provided to me for this service will be used for preparation of future mailings.

FASTforward Licensee

Wells Action In Mailing, Inc.

Business Name (Please print)

Pat Parvin

Name (Please print)

Manager

Title

Signature

/ /

Date

(334) 286 – 4667

Telephone Number

26-3068013

Tax Identification Number (TIN)

PAFNOT March 2004

8-5

FASTforward®
Processing Services

- The *FASTforward* file is a consolidated file of move information that on average contains approximately 40 million permanent Change-of-Address (COA) records filed with the US Postal Service. Each record contains the relocating Postal customer's name along with an old and new address. The old address is the one compared to the address on the customer's mailpiece or facsimile for matching purposes and the new address is the one returned, if a match is made, to the mailpiece or facsimile. These records are retained on the file for a thirteen month period from the move-effective date.

- There are three separate and distinct services that may be provided to a mailer by the *FASTforward* Licensee. They are as follows:

  1. Mailpiece redirection due to customer moves via the Licensee's MLOCR equipment (*FASTforward* Forwardable Mailpiece Processing option).

  2. Non-electronic address correction notification via mailpiece facsimiles submitted by a mailer and processed on the Licensee's MLOCR equipment. (*FASTforward* Mailpiece Facsimile Processing option)

  3. Non-electronic address correction notification by return of matched mailpieces via the Licensee's MLOCR equipment. (*FASTforward* Notification Via Returned Mailpiece Processing).

- The source of the *FASTforward* data is a permanent Change-of-Address filed by the relocating postal customer. Approximately 40 million of these COAs are filed annually. The database is updated every week with this information.

- The **new** address supplied by the relocating postal customer must be ZIP+4 codeable to qualify for addition to the *FASTforward* file.

- All mailpiece or facsimile addresses submitted by a *FASTforward* customer are processed by Multiline Accuracy Support System (MASS) certified ZIP+4/DPC Licensee software. However, **new** address (forwarded to) information is provided **only** when a *FASTforward* match to the mailpiece or facsimile name and ZIP+4/DPC coded address is attained.

- The provision of Change-of-Address information is controlled by strict name and address matching logic. To make the best use of the *FASTforward* service, potential customers should understand

FASTforward matching logic. **All** matches made to the *FASTforward* file require complete address matching logic. Name matching logic is determined by the move type in the data record on the *FASTforward* file that is the candidate for a match.

Move Types and associated Name Logic are:

Individual Match on first name, middle name or initial, surname and title required.
(NOTE: The *FASTforward* customer/mailer can elect to have only individual match logic utilized regardless of the move type in the record when their mailpieces are processed.)

Family Match on surname **only.**

Business Match on entire business name.

- The *FASTforward* file is comprised of approximately 38% family moves, 57% individual moves, and 5% business moves. The typical profile of the new address information contained in the 40 million COA records on the file is as follows:

  - 91.4% are forwardable moves (contain address information)
  - 6.6% are moved-left-no-address **
  - 1.9% are Post Office Box closed**
  - 0.1% are foreign moves **

  ** The literal "NEW ADDRESS INFORMATION UNKNOWN" is provided in lieu of address information in *FASTforward* Facsimile and Notification Via Returned Mailpiece Processing only.

- A *FASTforward* updated mailpiece renders the delivery address information that has been originally applied obsolete by providing the new forwarding address for the intended recipient.

- Every customer taking advantage of *FASTforward* services must have completed and returned to the *FASTforward* Licensee, depending on the type of service desired, the *FASTforward* PROCESSING ACKNOWLEDGMENT FORM and/or the *FASTforward* FACSIMILE PROCESSING REQUEST FORM and/or *FASTforward* NOTIFICATION VIA RETURNED MAILPIECE PROCESSING REQUEST FORM provided to them by the Licensee.

FULL AND LIMITED SERVICE PROVIDER NCOA$^{Link®}$ REQUIRED TEXT DOCUMENT

FOR COMBINED PAF USE ONLY

Wells Action In Mailing, Inc..is a non-exclusive Licensee of the USPS to provide Limited Service NCOA^{Link} processing.

It is important to note that not all Service Providers can provide the same level of service. Data quantity differs based on license level. Full Service Providers receive the full 48 month data set, while Limited Service Providers receive an 18 month data set. All data fulfillments to Service Providers are provided weekly under direct license from the USPS.

The full NCOA^{Link} file is a consolidated file of move information that on average contains approximately 160 million permanent changes-of-address (COAs) filed with the United States Postal Service (USPS). These COAs are retained on the file for a four-year period from the move-effective date and the file is updated weekly.

Before being added to the NCOA^{Link} file, the **Old** address supplied by the Postal customer must be ZIP + 4 coded. The **New** addresses must be ZIP + 4 coded and validated using the USPS' proprietary database of actual delivery points. (NOTE: The delivery point database does not include NAMES or COA information.) Each delivery point confirmed **New** address is included on the NCOA^{Link} file. If unable to validate the **New** address, the NCOA^{Link} process will indicate that a move exists but will not provide the undeliverable **New** address.

New address information is provided only when a match to the input name and address is attained. The typical profile of the **New** address information contained on the NCOA^{Link} file is as follows:

80.92% Forwardable moves containing delivery point confirmed **New** addresses – **New** address provided
1.18% Moves containing unconfirmed **New** addresses – **New** address not provided
13.80% Moved, left no address
3.92% PO Box Closed
0.18% Foreign moves

When possible, postal customers who move multiple times within the NCOA^{Link} time period are "linked" or "chained" to ensure that the latest address is furnished when an NCOA^{Link} match is attained. This is not always possible if subsequent COAs are not filed in exactly the same manner as a COA filed previously (e.g., name spelling differences or conflicting secondary information).

The provision of change of address information is controlled by strict name and address matching logic. NCOA^{Link} processing will only provide new address information when queried with a specific algorithm of the name and input address from a mailers address list which matches the information on the NCOA^{Link} Product. Data contained in and information returned by NCOA^{Link} is determined by the name and move type (Business, Individual, or Family) indicated on a Postal customer's Change of Address form.

8-8

FULL AND LIMITED SERVICE PROVIDER NCOA$^{Link®}$ REQUIRED TEXT DOCUMENT

FOR COMBINED PAF USE ONLY

The data contained within the NCOA^{Link} Product is comprised of approximately 40% family moves, 54% individual moves, and 6% business moves.

All matches made to the NCOA^{Link} file require a ZIP + 4 coded, parsed input address.

The five types of processing modes are Standard (S); Business and Individual (C); Individual (I); Business (B); and Residential (R).

Standard Processing Mode (S)

- Standard Processing Mode requires inquiries in the following order:
  - Business – Match on business name.
  - Individual – Match on first name, middle name, surname and title required. Gender is checked and nickname possibilities are considered.
  - Family – Match on surname only.
- **Under no circumstances shall there be a "Family" match only option.**

Business and Individual Processing Mode (C)

- The NCOA^{Link} customer may choose to omit all "Family" match inquiries and allow only "Individual" and "Business" matches to be acceptable. This matching process is also known as C Processing Mode.

Individual Processing Mode (I)

- The NCOA^{Link} customer may also choose to omit "Business" match inquiries when processing individual names for mailing lists that contain no business addresses.

Business Processing Mode (B)

- The NCOA^{Link} customer may choose to process for only "Business" matches when processing a "Business-to-Business" mailing list which contains no residential (Individual or Family) addresses.

Residential Processing Mode (R)

- The NCOA^{Link} customer may choose to omit "Business" match inquiries and allow only "Individual" and "Family" matches to be acceptable under Residential Processing Mode. This matching process is also known as R Processing Mode.

The USPS has opted to remove soundex from the matching logic process. Consequently, the USPS has established a process called the "Rules Table." This process will produce matches that otherwise would not be possible, i.e. JOHNY and JOHNNY, without the risks associated with soundex.

All nickname possibilities are derived from a standard USPS nickname list. In considering alternate presentations of an input name, only reasonable derivatives of the original input name are acceptable. If an input name and address do not match to NCOA^{Link} and alternative queries are attempted, any variations which obtain NCOA^{Link} matches will be provided to the NCOA^{Link} customer for analysis.

8-9

FULL AND LIMITED SERVICE PROVIDER
NCOA$^{Link®}$ REQUIRED TEXT DOCUMENT

FOR COMBINED PAF USE ONLY

When a match or a near match of an input name and address to NCOA^{Link} is identified, a standard NCOA^{Link} return code is provided indicating the type of match made or reason that a match could not be made.

The standard output of a USPS NCOA^{Link} process is:

a) Each original unaltered input name and address as it was presented.
b) The standardized input address appended with the correct ZIP + 4/DPC, other postal values and any other intelligence flags or footnotes that result from the CASS™ processing segment.
c) For each mailing address for which there is a match to the NCOA^{Link} Product, a standardized new address with 11-digit Delivery Point Barcode (DPBC) and standard return codes.
d) When a match is made, the following elements must be returned: the move effective date, the specific name and address utilized in the query that obtained the match, and the move type. The move type is determined by the Interface based on the specific name inquiry utilized to obtain the match.
e) For each mailing address for which there is not a match to the NCOA^{Link} Product, the Interface shall return all elements as appropriate under items a and b as well as any standard return codes as may be appropriate.
f) The urbanization name information, when applicable.
g) The carrier route information for new (updated) addresses.
h) DPV results for the input address, if requested.
i) LACS^{Link} results, if requested.
j) Suite^{Link} results, if requested.
k) Processing summary report containing information to identify the specific list and the statistics resulting from the NCOA^{Link} process performed on the list.

NOTE: Full Service Providers are required to offer DPV, LACS^{Link} and Suite^{Link} processing. These product offerings are optional for Limited Service Providers.

Although every record must be returned, the format of the records returned by a Service Provider to their clients is determined by a separate agreement between the processor and the customer.

NCOA^{Link} processing has the potential to reduce returned mail, yet the USPS does not make any guarantees, express or implied, on the reduction of such mail. Thus any costs associated with returned mail are the Licensees' and/or their customers' sole responsibility.

An NCOA^{Link} customer with questions about the specific results returned from an NCOA^{Link} process must first contact the processor for explanation and resolution.

8-10

FULL AND LIMITED SERVICE PROVIDER
NCOA$^{Link®}$ REQUIRED TEXT DOCUMENT

FOR COMBINED PAF USE ONLY

Prior to the processing of NCOA^{Link} data, every customer must have completed and returned to their NCOA^{Link} Licensee the "NCOA^{Link} PROCESSING ACKNOWLEDGEMENT FORM" provided to them by their Licensee or Agent. It is inappropriate to misrepresent any of the information on the form. Punitive action will be taken by the USPS if the customer, agent or licensee is found to have knowingly supplied false information. Depending on the severity of the offense, actions may include litigious or even criminal charges being brought against the offender.

The following trademarks are owned by the United States Postal Service®: CASS, DPV, LACS^{Link}, NCOA^{Link}, Suite^{Link}, United States Postal Service, USPS and ZIP + 4.

RE-DIRECT

UNITED STATES POSTAL SERVICE®

MLOCR PROCESSING ACKNOWLEDGMENT FORM

The collection of information on this Processing Acknowledgement Form (PAF) is required by the Privacy Act of 1974. The United States Postal Service (USPS) requires that each *FASTforward*® licensee have a completed PAF for each of their customers prior to providing the service. The Licensee is also required by the USPS to retain a copy of the completed form for each of its customers and to obtain an updated PAF from each of its customers at minimum once per year. Any signature upon this PAF shall be considered valid for all purposes and have the same effect whether it is an ink-signed original or a photocopy or facsimile representation of the original document.

Mail Owner

I, the undersigned, an authorized representative of

Company Name

Address

City/State/ZIP+4

( ) –
Telephone Number

Tax Identification Number (TIN)

Name (Please print)

Title

Signature

/ /
Date

do hereby acknowledge that I have received and reviewed the *FASTforward* Information Package supplied to me by ______, a *FASTforward* licensee. I also understand that the sole purpose of the *FASTforward* service is to provide mailpiece redirection (via re-addressing) due to customer moves for mailpieces that I have submitted to the licensee for mailing.

FASTforward Licensee

Wells Action In Mailing, Inc.
Business Name (Please print)

Pat Parvin
Name (Please print)

Manager
Title

Signature

/ /
Date

(334) 286 – 4667
Telephone Number

26-3068013
Tax Identification Number (TIN)

PAROCR March 2004

8-12

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*: A New K-9 Facility for The Montgomery County Commission Snowdoun, Alabama Snowdoun, Alabama	**CHANGE ORDER NUMBER:** 001 **DATE:** July 28, 2010	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒
TO CONTRACTOR *(Name and address)*: Ingram Construction, LLC 1775 Taliafero Trail Montgomery, AL 36117	**ARCHITECT'S PROJECT NUMBER:** 08-012 **CONTRACT DATE:** August 17, 2009 **CONTRACT FOR:** General Construction	FIELD: ☐ TCU: ☒

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Please refer to Attachment "A" that gives an itemized listing of unforeseen conditions.

The original Contract Sum was	$	483,953.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	483,953.00
The Contract Sum will be increased by this Change Order in the amount of	$	8,880.03
The new Contract Sum including this Change Order will be	$	492,833.03

The Contract Time will be increased by Seventy-two (72) days.
The date of Substantial Completion as of the date of this Change Order therefore is May 24, 2010.

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

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

Wm. Barry Robinson, Architect	Ingram Construction, LLC	Montgomery County Commission
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
521 Herron Street	1775 Taliafero Trail	P. O. Box 1667
ADDRESS	**ADDRESS**	**ADDRESS**
[signature]	[signature]	
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Wm. Barry Robinson	Leonard. E. Ingram, Jr.	Elton N. Dean, Sr.
(Typed name)	*(Typed name)*	*(Typed name)*
7/28/10	8/3/2010	
DATE	**DATE**	**DATE**

OK
TLC
TCU
8-4-10

Attachment "A" for Change Order #1
Montgomery County K-9 Facility
Snowdoun, Alabama

1.	ROW Changes per ALDOT	
	Signs (48sf @ $12.00)	$ 576.00
	Arrow Board (1 ea @ $2,500.00)	2,500.00
	Drums (35 ea @ $65.00)	2,275.00
	Add'l Asphalt (110 sy @ $15.20)	1,672.00
	Lime (135 sy @ $15.00)	2,025.00
	Delete Soil Aggregate Base (135 sy @ $5.00)	(678.00)
	10" Casing Mat'l only (40 lf @ $22.23)	889.00
	Re-Mobilization for ROW permitted work per ALDOT	2,500.00
	Re-Mobilization and Removal of Storm Pipe per ALDOT	1,500.00
	Snowdoun Waterworks Fee to Relocate Existing Water Main	1,295.00
2.	Add'l undercutting of building pad per Carmichael Engineering	
	Building undercut (149 cy @ $3.00)	$ 447.00
	Select fill to replace undercut (149 cy @ $15.00)	3,345.00
3.	Add'l 10" of concrete mudsill per Carmichael Engineering	$ 2,200.00
4.	Add'l fence to enclose generator and HVAC units	$ 2,400.00
5.	Add'l tree removal – previously approved	$ 750.00
6.	500 gallon propane tank with 400 gallons of propane installed including gas line, regulators, etc by Dowdle Gas	$ 3,056.76
7.	Sales tax credit for Owner purchased materials	($17,872.73)
Subtotal		$ 8,880.03
General Contractor OH&P (0%)		0.00
Total of Change Orders to Date		**$ 8,880.03**

9-3

RECEIVED
ABC Form C-12 (State)
JUL 2 1 2010 July 2006

CONTRACT CHANGE ORDER

Change Order No. ONE **Date** 7-14-10 **B.C.No.** BY DNA----TCU

TO: (*Contractor*)	**PROJECT:**
PHILLIPS, INC. 341 MENDEL PKWY EAST MONTGOMERY, AL 36117	DRAINAGE CORRECTION @ 530 SO. LAWRENCE STREET FOR MONTGOMERY COUNTY COMMISSION

TERMS: You are hereby authorized, subject to the provisions of your Contract for this project, to make the following changes thereto in accordance with your proposal(s) dated 4-6-10

FURNISH the necessary labor, materials, and equipment to (*Description of work to be done or changes to be made.*)
DEMO EIFS @ WINDOWS & INSTALL MASONRY,
DELETE GUTTERS
REPLACE STUDS & SHEATHING UNDER WINDOWS @ NEW MASONRY

ORIGINAL CONTRACT SUM	$ 12,258.00
NET TOTAL OF PREVIOUS CHANGE ORDERS	$ -0-
PREVIOUS REVISED CONTRACT SUM	$ 12,258.00
THIS CHANGE ORDER WILL ☐ **INCREASE** ☒ **DECREASE THE CONTRACT SUM BY**	$ (1,181.00)
REVISED CONTRACT SUM, INCLUDING THIS CHANGE ORDER	$ 11,077.00

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

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

CONSENT OF SURETY

(Company)

By
(Attach current Power of Attorney)

RECOMMENDED

By
Architect

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

By
Director, Technical Staff

By
Contract Administrator

CONTRACTING PARTIES

Contractor

By Clay Phillips

Name & Title CLAY PHILLIPS, PRESIDENT

OK
TLL
7-28-10

(Awarding Authority)

By
Name & Title DONNIE MIMS, COUNTY ADMINISTRATOR

The Awarding Authority certifies that funds are available in the amount required for this Change Order.

By
Governor

By
Finance Director

10-2

TCU CONSULTING SERVICES, LLC
CONSTRUCTION CONSULTANTS

Owner Representation
Program Management
Facilities Planning
Strategic Planning
Construction Claims Consulting
Development Consulting

May 18, 2010

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

Re: Drainage Correction at 530 So. Lawrence Street Montgomery Street for the County Commission

Dear John:

As we discussed the contractor has offered a proposal to install brick under 11 windows at the above referenced project in lieu of going back with the EIFS. We can do this work by deleting the gutter and downspouts for a net cost savings of $1181.00. I believe we will get a better job utilizing the masonry in lieu of the EIFS and help to prevent future problems. The gutters and downspouts can be put in at some point down the road when the windows are replaced and the fascia repaired. I recommend that we accept the contractor's proposal.

If you are in agreement please sign below and return to my attention.

Approved_______________________________
Date__________________________________

Sincerely,
TCU Consulting, LLC

Thomas L. Lawrence
Program Director

cc: file

10-3

Agenda

AUG - 9 2010

2010 JUL -8 PM 3:02

Haskell | Slaughter

attorneys at law

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

MEMORANDUM
July 7, 2010

TO: Donnie Mims
FROM: Tommy Gallion

TTG

RE: Estate of Keith R. Lowery
Notice of Claim filed by Lela K. Lowery

I have reviewed your June 25, 2010 memorandum and the Notice of Claim filed by Lela Kemp Lowery as Administrator ad litem for the Estate of Keith Rhenardo Lowery.

It is my legal opinion that this claim should be recognized and denied at the next commission meeting.

50051-317
#3,767,658

11-1

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

Donald L. Mims, CPA, MPA
Administrator
John A. Mitchell, Sr.
Deputy Administrator
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

June 25, 2010

MEMORANDUM

TO: Thomas Gallion, III
County Attorney

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Lela Kemp Lowery for the
Estate of Keith Rhenardo Lowery

We received a Notice of Claim regarding the above-referenced matter June 18, 2010.

Please review the attached documents and take appropriate action in response to Joseph G. Stewart, Jr., Attorney for the Plaintiff, Ms Lela Kemp Lowery. Your Opinion as to the merits of this case and a response to recognize and deny this claim is requested.

DLM/rw

Attachments

STATE OF ALABAMA
COUNTY OF MONTGOMERY

2010 JUN 18 PM 3:42

NOTICE OF CLAIM

TO: MONTGOMERY COUNTY COMMISSION

You are hereby notified that on or about June 27, 2009, Keith Rhenardo Lowery was an inmate at the Montgomery County Detention Facility, located at 250 South McDonough Street in Montgomery, Alabama, where he sustained injuries and damages as a result of the negligent and/or wanton conduct of the Montgomery County Sheriff's Department, its agents, servants and/or employees and/or the Montgomery County Detention Facility, its agents, servants and/or employees which proximately caused Keith Rhenardo Lowery to die on June 27, 2009. At the present time the undersigned are not able to detail each and every act of negligence and/or wantonness and/or other improper conduct which occurred on or about June 27, 2009 at the Montgomery County Detention Facility other than to state that aforesaid parties committed negligent and/or wanton acts which proximately resulted in Keith Rhenardo Lowery's death.

As a result of the above said wrongful death of Keith Rhenardo Lowery we hereby claim from Montgomery County, Alabama, the Montgomery County Commission, their agents, employees or any other responsible party, punitive damages in an amount which will adequately reflect the enormity of the Defendants' wrong in causing the death of Keith Rhenardo Lowery.

On the date of the said occurrence and at present the claimants resided at 3115 Warbler Street, Montgomery, Alabama. Claimant files this claim on behalf of the Estate of Keith Rhenardo Lowery.

If you know of any other person, firm or corporation you deem in anyway responsible for the death of Keith Rhenardo Lowery, please inform me of the name and address of such person, firm or corporation immediately and forward a copy of same to my attorney, Joseph G. Stewart Jr., P.O. Box 240486, Montgomery, Alabama 36124-0486.

Lela Kemp Lowery
CLAIMANT Lela Kemp Lowery as Administrator ad Litem for the Estate of Keith Rhenardo Lowery

11-3

STATE OF ALABAMA
COUNTY OF MONTGOMERY

Before me, the undersigned authority, a Notary Public in and for said County in said State, personally appeared the undersigned claimant, who, being by me first duly sworn, and who, being known to me, deposed and said that the facts set out in the foregoing notice of claim are true and correct, to the best of her knowledge, information and belief.

Lela Kemp Lowery
CLAIMANT Lela Kemp Lowery

Sworn to and subscribed before me on this 18th day of June, 2010.

Tamm R. Pitt
NOTARY PUBLIC
My Commission Expires:
1-27-2014

RECEIVED this 18th day of June, 2010 by Tammy Nix on behalf of Montgomery County Commission.

NAME: Tammy Nix
TITLE: Admin Secretary

11-4

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO. 52110-10C-025 ISSUED: JULY 20, 2010 OPENED: AUGUST 3, 2010 SHERIFF'S OFFICE TERMS OF PAYMENT / DISCOUNT:				JACKIE'S AUTOMOTIVE SERVICE - JULIUS WRIGHT, JR. - PHONE#265-7393; FAX#263-0949		HAIGLER AUTO SERVICE - ATTN: BILLY HAIGLER; PHONE#272-2025; FAX#272-0940		FOREST HILLS GARAGE - ATTN: JASON CHURCHWELL; PHONE#272-4786; FAX#272-6423		AAMCO TRANSMISSION - ATTN: MICHAEL MCDONALD; PHONE#277-8500; FAX#277-8502		EXPRESS OIL CHANGE & SERVICE - ATTN: MICKEY JOHNSON; PHONE #334-678-7382; FAX#334-678-7384	
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	OIL/LUBE CHANGE												
1	5 QUART	EA	1	$25.14	$25.14	$27.95	$27.95	$34.95	$34.95	$43.19	$43.19	$35.99	$35.99
2	6 QUART	EA	1	$28.03	$28.03	$32.20	$32.20	$37.95	$37.95	$49.38	$49.38	$35.99	$35.99
3	7 QUART	EA	1	$30.92	$30.92	$36.45	$36.45	$40.95	$40.95	$55.57	$55.57	$41.99	$41.99
4	AIR FIL-CHEV/GM	EA	1	$14.99	$14.99	$16.00	$16.00	$18.39	$18.39	$17.00	$17.00	$24.99	$24.99
5	AIR FIL-FORD	EA	1	$10.75	$10.75	$18.87	$18.87	$15.29	$15.29	$20.00	$20.00	$13.99	$13.99
6	AIR FIL-DODGE INTRE	EA	1	$10.75	$10.75	$15.16	$15.16	$16.89	$16.89	$17.00	$17.00	$13.99	$13.99
7	AIR FIL-CAD.HEARSE	EA	1	$10.75	$10.75	$18.17	$18.17	$18.39	$18.39	$17.00	$17.00	$13.90	$13.90
8	GM WINDSHIELD SOL.	EA	1	$1.30	$1.30	$2.50	$2.50	NO	CHARGE	$5.00	$5.00	$1.00	$1.00
9	TIRE ROTATION	EA	1	$6.00	$6.00	$20.00	$20.00	NO	CHARGE	$10.00	$10.00	$10.00	$10.00
	42 BIDS MAILED												
TOTAL BID AMOUNTS					$138.63		$187.30		$182.81		$234.14		$191.84

Notes:

13-2

SPRTSHTOILCHANGE

Montgomery County Commission

Tax & Audit Department

Montgomery County Alabama
P.O. Box 4779
Montgomery, AL 36103-4779

MEMORAMDUM

DATE: July 13, 2010

TO: John A. Mitchell Sr., Deputy Administrator

FROM: Larry R. Curvin, Revenue Manager
Tax & Audit Department

RE: **Request for Critical Position Refill**

SUBJECT: Clerk Typist II Position Fill Request

I have attached the completed Position Fill Request Form for our Clerk Typist II vacancy. This request follows the sudden resignation of Patsy Terrell yesterday. This position is our only full-time cashier position that handles the bulk of mailed in or counter payments. Without this filled position, the noted tax receipts would take much longer for our existing staff to handle. In doing so, other responsibilities of the staff involved would be postponed until the cashier activity could be completed. Attached are the pertinent documents.

I ask that this position fill request be submitted to the County Commission for approval as a critical position and transmitted to Personnel as soon as possible. Please let me know if there are questions. Thanks.

Attachments

Phone: (334) 832-1696 ■ Fax (334) 832-1223
Email: TaxAudit@mc-ala.org

14-2

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES	
1 ________	dept request
2 ________	admin review
3 ________	pers dept
4 ________	cert to admin
5 ________	dept selection
6 ________	final review

DEPARTMENT: Tax & Audit

DEPARTMENT HEAD: Larry R. Curvin

SUPERVISOR: Larry R. Curvin

1 POSITION TITLE : Clerk Typist II

POSITION NUMBER 001 51800 009

PROPOSED EFFECTIVE DATE : 2/08/2010

TYPE OF APPOINTMENT (X) PERMANENT ( ) TEMPORARY

RECRUITING

( ) PROMOTIONAL REGISTER (X) TRANSFER

(x) OPEN COMPETETIVE REGISTER (X) REEMPLOYMENT

PAY GRADE A03

Larry R Curvin
Department Head

Date 7/13/2010

---

2 ADMINISTRATIVE REVIEW

( ) APPROVED
( ) DISAPPROVED

____
Funding Authority

3 CERTIFICATION

Promotional ________ Candidates
Open-competitive ________ Candidates
Transfer ________ Candidates

______________________________ Date ________
Personnel Director

4 SELECTEE: ______________________

______________________________ Date ________
Appointing Authority

5 ( ) Manpower data entered by ______________________ Date ______________
( ) Payroll entered by ______________________ Date ______________

14-3

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Agenda
AUG - 9 2010

Request # 19

Date: July 27, 2010

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL

Departure Date: August 24, 2010 Return Date: August 26, 2010

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: to attend the ACCA 82nd Annual Convention

Traveler (s) Name:
1. Elton Dean, Sr.
2. Reed Ingram
3. Dimitri Polizos
4. Jiles Williams, Jr.
5. Donald Mims
6. John Mitchell, Sr.

Check Mode of Transportation:

County Vehicle		Commercial Air	
Private Vehicle	X	Other (Specify)	

Total (est.) Cost: $5,682.00 Advance Registration Required: $1,110.00

Department Name: County Commission Fund Name: General

Additional Comments: Mileage - 1188.00; Meals - 1350.00; Hotel - 1998.00; Registration - 1110.00; Tolls - 36.00

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 08/09/10 reimbursement of actual and necessary expenses in the approximate amount of $5,682.00 and advance registration of $1,110.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51100-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$25,000.00
Approved Requests:	$16,320.67
Budget Available:	$8,679.33
Current Requests:	$5,682.00
Budget Balance:	$2,997.33

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 7/27/2010

cc: Finance Director / Buyer

15-1

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Agenda
AUG - 9 2010

Request # 5

Date:	July 27, 2010
To:	Donald L. Mims, Administrator
From:	DiDi Henry, Public Affairs Manager
Re:	Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL

Departure Date: October 5, 2010 Return Date: October 5, 2010

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: to attend a Peter Shankman Workshop ; "Social Media: Life, Ubiquitous"

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

Check Mode of Transportation:

County Vehicle		Commercial Air	
Private Vehicle	X	Other (Specify)	

Total (est.) Cost: $100.00 Advance Registration Required: $100.00

Department Name: County Commission-PA Fund Name: General

Additional Comments: Registration - 100

To:	DiDi Henry, Public Affairs Manager
From:	Donald L. Mims, Administrator

The above request is app. 08/09/10 reimbursement of actual and necessary expenses in the approximate amount of $100.00 and advance registration of $100.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51130-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$3,500.00
Approved Requests:	$1,456.20
Budget Available:	$2,043.80
Current Requests:	$100.00
Budget Balance:	$1,943.80

Donald L. Mims, Administrator

MONTGOMERY COUNTY ALABAMA

Reviewed by: S. Thomas

Date: 7/28/2010

cc: Finance Director / Buyer

15-2

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda
AUG - 9 2010

Request # 10

Date:	August 3, 2010
To:	Donald L. Mims, Administrator
From:	Lou Ialacci
Re:	Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL

Departure Date: August 30, 2010 Return Date: September 3, 2010

Conference Leave (Days / Hours): 5 days

Purpose of Travel: Vmware Training Class
VMware vSphere: Install, Configure, Manage

Traveler (s) Name: 1. ShaKenda Darrington 4.
2. 5.
3. 6.

Check Mode of Transportation:

County Vehicle		Commercial Air	
Private Vehicle	X	Other (Specify)	

Total (est.) Cost: $4,401.00 Advance Registration Required: $3,500.00

Department Name: Information Systems Fund Name:

Additional Comments: Estimated total Travel Distance (=102 miles .50) = $51.00
5 nights hotel accomodation 85.00/night = 425.00
Meals at $75/day = $375 Parking, and misc $50

To: Lou Ialacci

From: Donald L. Mims, Administrator

The above request is app. 08/09/10 reimbursement of actual and necessary expenses in the approximate amount of $4,401.00 and advance registration of $3,500.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51965.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$25,000.00
Approved Requests:	$16,491.08
Budget Available:	$8,508.92
Current Requests:	$4,401.00
Budget Balance:	$4,107.92

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/5/2010

cc: Finance Director / Buyer

15-3

Revised October 12 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda
AUG - 9 2010

Request # 17

Date: August 4, 2010

To: Donald L. Mims, Administrator

From: Bruce R. Howell

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Ala. -- Administrative Office of Courts

Departure Date: August 10, 2010 Return Date: August 10, 2010

Conference Leave (Days / Hours): 1 day

Purpose of Travel: Attend AOC sponsored traning - Intake officer Certification Course

Traveler (s) Name:
1. Preston Frazier
2. Alex Thomas
3. Garry Greg
4. Natalie Mason
5.
6.

Check Mode of Transportation: County Vehicle [XX] Private Vehicle [ ] Commercial Air [ ] Other (Specify) [ ]

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

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

Additional Comments:

To: Bruce R. Howell

From: Donald L. Mims, Administrator

The above request is app. 08/09/10 reimbursement of actual and necessary expenses in the approximate amount of $0.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-52604.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$10,000.00
Approved Requests:	$4,171.00
Budget Available:	$5,829.00
Current Requests:	$0.00
Budget Balance:	$5,829.00

Donald L. Mims, Administrator

MONTGOMERY COUNTY ALABAMA

Reviewed by: S. Thomas

Date: 8/5/2010

cc: Finance Director / Buyer

15-4

Revised October 12, 2005

Appendix C

Agenda

AUG - 9 2010

Montgomery County Commission
Travel / Training Request Approval

Request # 14

Date:	August 5, 2010
To:	Donald L. Mims, Administrator
From:	Scott Kramer, Risk Manager
Re:	Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, AL

Departure Date: August 13, 2010 Return Date: August 13, 2010

Conference Leave (Days / Hours): 4 hours

Purpose of Travel: to attend the ASSE Section Meeting

Traveler (s) Name:

1. Scott Kramer
2.
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle		Commercial Air	
Private Vehicle	X	Other (Specify)	

Total (est.) Cost: $74.00 Advance Registration Required: $0.00

Department Name: Risk Management Fund Name: General Liability

Additional Comments: 56.00 - Mileage; 18.00 Meals

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 08/09/10 reimbursement of actual and necessary expenses in the approximate amount of $74.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	007-51120.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$16,000.00
Approved Requests:	$4,455.41
Budget Available:	$11,544.59
Current Requests:	$74.00
Budget Balance:	$11,470.59

Donald L. Mims, Administrator

MONTGOMERY COUNTY ALABAMA

Reviewed by: S. Thomas

Date: 8/5/2010

cc: Finance Director / Buyer

15-5

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda
AUG - 9 2010

Request # 15

Date: August 5, 2010
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Grapevine, TX
Departure Date: October 6, 2010 Return Date: October 8, 2010
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend the Fall 2010 Meeting of States' Joint Boards and Committees and General Membership Meeting

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

Check Mode of Transportation:

County Vehicle	[ ]	Commercial Air	[X]
Private Vehicle	[ ]	Other (Specify)	[ ]

Total (est.) Cost: $0.00 Advance Registration Required: $0.00
Department Name: Risk Management Fund Name: General Liability
Additional Comments: All Expenses Paid By States

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

The above request is app. 08/09/10 reimbursement of actual and necessary expenses in the approximate amount of $0.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	007-51120.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$16,000.00	
Approved Requests:	$4,455.41	
Budget Available:	$11,544.59	
Current Requests:	$74.00	
Budget Balance:	$11,470.59	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 8/5/2010
cc: Finance Director / Buyer

15-6

Revised October 12, 2005

Appendix C

Agenda AUG - 9 2010

Montgomery County Commission
Travel / Training Request Approval

Request # 35

Date: July 29, 2010

To: Donald L. Mims, Administrator

From: Ellen Brooks

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Gulf Shores, AL

Departure Date: September 20, 2010 Return Date: September 23, 2010

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: To Attend: 2010 ACJIC Users Conference

Traveler (s) Name: 1. Leah Bedsole 2. 3. 4. 5. 6.

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ] Private Vehicle [X] Other (Specify) [ ]

Total (est.) Cost: $732.00 Advance Registration Required: $125.00

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

Additional Comments:

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 08/09/10 reimbursement of actual and necessary expenses in the approximate amount of $732.00 and advance registration of $125.00 is authorized.

To be completed by the Finance Department

Fund Code:	760-51260.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$44,380.00	
Approved Requests:	$28,883.00	
Budget Available:	$15,497.00	
Current Requests:	$732.00	
Budget Balance:	$14,765.00	

Donald L. Mims, Administrator

MONTGOMERY COUNTY ALABAMA

Reviewed by: S. Thomas

Date: 8/2/2010

cc: Finance Director / Buyer

15-7

Revised October 12, 2005

Appendix C

Agenda
AUG - 9 2010

Montgomery County Commission
Travel / Training Request Approval

Request # 36

Date: July 30, 2010

To: Donald L. Mims, Administrator

From: Ellen Brooks

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, FL

Departure Date: August 24, 2010 Return Date: August 27, 2010

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: To Attend: 2010 ADASA Summer Conference

Traveler (s) Name:
1. Carol Golden
2. Brenda Turner
3.
4.
5.
6.

Check Mode of Transportation:
County Vehicle [ ] Commercial Air [ ]
Private Vehicle [X] Other (Specify) [ ]

Total (est.) Cost: $1,872.00 Advance Registration Required: $650.00

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

Additional Comments:

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 08/09/10 reimbursement of actual and necessary expenses in the approximate amount of $1,872.00 and advance registration of $650.00 is authorized.

To be completed by the Finance Department		
Fund Code:	760-51260.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$44,380.00	
Approved Requests:	$28,883.00	
Budget Available:	$15,497.00	
Current Requests:	$2,604.00	
Budget Balance:	$12,893.00	

Donald L. Mims, Administrator

MONTGOMERY COUNTY ALABAMA

Reviewed by: S. Thomas

Date: 8/2/2010

cc: Finance Director / Buyer

15-8

Revised October 12, 2005

Appendix C

Agenda

AUG - 9 2010

Montgomery County Commission
Travel / Training Request Approval

Request # 40

Date: August 2, 2010

To: Donald L. Mims, Administrator

From: Ellen Brooks

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, AL

Departure Date: August 11, 2010 Return Date: August 13, 2010

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: To Attend: 2010 DUI/Traffic Safety Conference

Traveler (s) Name:
1. Sean McTear
2.
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle		Commercial Air	
Private Vehicle	X	Other (Specify)	

Total (est.) Cost: $168.00 Advance Registration Required: $0.00

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

Additional Comments:

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 08/09/10 reimbursement of actual and necessary expenses in the approximate amount of $168.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	760-51260.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$44,380.00
Approved Requests:	$28,883.00
Budget Available:	$15,497.00
Current Requests:	$2,772.00
Budget Balance:	$12,725.00

Donald L. Mims, Administrator

MONTGOMERY COUNTY ALABAMA

Reviewed by: S. Thomas

Date: 8/2/2010

cc: Finance Director / Buyer

15-9

Revised October 12, 2005

Agenda

AUG - 9 2010

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 15

DEPARTMENT: Engineering | REVIEWED: S. Thomas, Finance Director | Date: 8/5/10

REQUESTED BY: George C. Speake, Elected Official/Dept. Head | 8/5/2010 | APPROVED: Administrator | Date:

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Fuels & Lubricants	111-53200-212	112,650	(4,000)	108,650
Repair & Maint. Const. Equip.	111-53200-232	50,000	4,000	54,000
Fuels & Lubricants	111-53300-212	158,000	(5,000)	153,000
Repair & Maint. Const. Equip.	111-53300-232	70,000	5,000	75,000
Fuels & Lubricants	111-53700-212	16,000	(2,000)	14,000
Repair & Maint. Motor Vehicles	111-53700-234	2,500	1,000	3,500
Repair & Maint. Const. Equip.	111-53700-232	11,500	1,000	12,500
Rd. Constr. & Maint.	111-53800-213	70,000	(1,000)	69,000
Repair & Maint. Const. Equip.	111-53800-232	17,000	1,000	18,000
	TOTAL	507,650	0	507,650

JUSTIFICATION:

Internal transfers to cover insufficiencies

16-1

Agenda

AUG - 9 2010

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Information Systems	REVIEWED:	S. Thomas	7/30/2010
DATE:	7/30/2010	Finance Director		Date
REQUESTED BY:	Lou Ialacci	APPROVED:		
	Elected Official/Dept. Head	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Repair & Maint Software	001-51965-240	367,710	-20,000	347,710
Travel - Registration & Trng	001-51965-265	20,000	5,000	25,000
Equip, Linkage/Modems/	001-51965-585	0	15,000	15,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	387,710	0	387,710

JUSTIFICATION:

To reclassify funds needed for staff technical training to assist with evolving from the old main frame technology, and to cover the cost of two new network switches to replace ten year old equipment.

16-2

ORIGINAL

Agenda

AUG - 9 2010

POSITION FILL REQUEST

COMPLETED ACTION DATES	
1. ________	dept request
2. ________	admin review
3. ________	pers dept
4. ________	cert to admin
5. ________	dept selection
6. ________	final review

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

1. Position Title: Deputy Sheriff Trainee / Deputy Sheriff

   Position Number: 162

   Proposed Effective Date: August 9, 2010

   Type of Appointment: (X) Permanent ( ) Temporary

   Recruiting
   - ( ) Promotional Register
   - (X) Open Competitive Register
   - ( ) Transfer
   - ( ) Reemployment

   Pay Grade: Deputy Sheriff Trainee - $35,066 (PS104)
   Deputy Sheriff $36,186 - $45,139 Grade PS1

D T Marshall
Department Head KH

Date August 2, 2010

2010 AUG -3 PM 2:55

2010 AUG -3 PM 3:28

---

2. Administrative Review
   - ( ) Approved
   - ( ) Disapproved

____
Funding Authority

3. Certification

   Promotional ________ Candidates
   Open-Competitive ________ Candidates
   Transfer ________ Candidates

_______________________ Date ________
Personnel Director

4. Selectee: _______________________

_______________________ Date ________
Appointing Authority

5. ( ) Manpower data entered by ________________ Date ________
   ( ) Payroll entered by ________________ Date ________

12-1

POSITION FILL REQUEST

ORIGINAL

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

Agenda

AUG - 9 2010

DEPARTMENT: Probate Office

DEPARTMENT HEAD: Judge Reese McKinney, Jr.

SUPERVISOR: Cathy Mobley

POSITION TITLE: Customer Service Clerk (CO0016)

POSITION NUMBER: (43) ***To fill the opening made by the resignation of Crystal Garrison***

PROPOSED EFFECTIVE DATE: ~~7/21/2010~~ 8-9-2010

2010 JUL 30 AM 10:08

TYPE OF APPOINTMENT (X) Permanent ( ) Temporary

RECRUITING

( ) PROMOTIONAL REGISTER ( ) TRANSFER

(X) OPEN COMPETITIVE REGISTER ( ) REEMPLOYMENT

PAY GRADE: A03CO STEP 01 $24,414

Reese McKinney Jr. 7-21-10

Department Head Date

2010 JUL 30 AM 10:08

2 ADMINISTRATIVE REVIEW
( ) APPROVED
( ) DISAPPROVED

____
Funding Authority

3 CERTIFICATION

Promotional	______	Candidates
Open-Competitive	______	Candidates
Transfer	______	Candidates
	______	

_______________ _______
Personnel Director Date

4 SELECTEE: _______________

____
Appointing Authority Date _______

5 ( ) Manpower data entered by ________ Date ________
( ) Payroll entered by ________ Date ________

18-1

TCU CONSULTING SERVICES, LLC
CONSTRUCTION CONSULTANTS

Owner Representation
Program Management
Facilities Planning
Strategic Planning
Construction Claims Consulting
Development Consulting

August 5, 2010

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

Re: MCC K-9 Facility

Dear John:

I have reviewed the bids received for the fuel delivery system on the K9 Facility. As you know only two bids were received. The low bidder was MECO, Inc. with a price of $48,719.00. Pump Repairs, Inc. presented a bid of $48,983.88. I called Mr. Sonny Hancock with MECO and verified that they had bid the project in accordance with the plans and specifications. Concern has been expressed that MECO had not included all required components in their price. I have no way of verifying exactly what MECO has included in their price as well as what Pump Repairs included in theirs. As with any bid the low bidder is required to provide what is specified and shown in the contract documents and once the contract is signed they have agreed that they are meeting the requirements. The contract documents had deleted the concrete apron on each side of the pump island, the canopy and the fence. Mr. Hancock verified that he would be installing the concrete island, extending the conduit and wire as required for the new location and installing the tank on footings as required.

My recommendation is that the Commission award the contract to the low bidder. Prior to full execution of the contract MECO will be required to verify the equipment they will be using, the exact location and height of the fuel storage tank and fuel island and the installation methods for each. Barring any discrepancies in any of these conditions and requirements the contract will be fully executed and a Notice to Proceed issued if approved by the commission.

Do not hesitate to call if you have any questions.

Sincerely,
TCU Consulting, LLC

T Lawrence

Thomas L. Lawrence
Program Director

cc: file
Ken Upchurch

19.2

P.O. BOX 230487 | MONTGOMERY, AL 36123 | P 334 4201500 F 334 4201503

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO. 52110-10B-026 ISSUED: JULY 28, 2010 BID OPENED: AUGUST 4, 2010 SHERIFF'S OFFICE TERMS OF PAYMENT / DISCOUNT:				PUMP REPAIRS - ATTN: NORMAN MITCHELL; PHONE#281-1258; FAX#281-1753		MECO, INC. - ATTN: JOHN BECK; PHONE#239-8098; FAX#264-5415		NO BIDS RECEIVED: MONTGOMERY REMEDIATION SERVICES, INC.; RAYCO, INC.					
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	ABOVE GROUND	Ea	1		$48,983.88		$48,719.00						
	GASOLINE TANK												
	FUELING SYSTEM												
	AT K-9 FACILITY												
	SNOWDOUN, AL.												
	5 BIDS MAILED												
TOTAL BID AMOUNTS					$48,983.88		$48,719.00						

Notes:

SPRTSHTGASPUMPS

19-3

MEMORANDUM OF AGREEMENT
Between
Health Services Inc.
And
Montgomery County Commission
For
Construction of River Region Health Center

Whereas, HRSA, DHHS in 2009, made federal funds available under its Facility Investment Program (FIP) via Stimulus Funds to construct new facilities for health centers across the nation already funded under their 330 health center program, and

Whereas, such centers also known as Federally Qualified Health Centers (FQHC) were required to make formal application to compete for these limited construction funds, (500 million dollars), and

Whereas, the maximum number of grants to be awarded were 80 – 100, and

Whereas, Health Services Inc. (HSI) the sole FQHC serving Montgomery and central Alabama had identified in its strategic plans the need to replace the aging Lister Hill Health Center and such a need was echoed in the HMA study authorized by the Montgomery City and County governments, and

Whereas, HSI, assessing the need and opportunity made a decision to apply for a FIP grant to build a new health center for the area contingent upon Jackson hospital making land available in order to meet minimum grant requirements, and

Whereas, HSI receives direct grant preparation assistance from Envision 2020, health care consultants, and Jackson Hospital and letters of support from all segments of the community including local and state elected officials, health care providers, and the business community, and

Whereas, to provide a competitive edge in the application process, **Montgomery County Commission** committed $1,000,000, to help fund the cost of the project in concert with a commitment from Montgomery City, and

Whereas, On December 8, 2009, HSI received a FIP grant award from HRSA to construct and complete the **River Region Health Center** on Jackson Hospital campus by December 8, 2011, and

Whereas, HSI has met all conditions to draw down grant award funds to meet related project expenses, and

Whereas, HRSA grant award terms and condition number 5, page 3 of the grant award states, "Based on total project costs, the draw down percentage for this project is100%. Grant funds can only be drawn down from the Payment Management System (PMS) as costs are incurred. It is recommended that the draw down be done in the same proportion as the grant is to total project."

Therefore, this MOU is to facilitate the commitment of the **Montgomery County Commission** towards the completion of the River Region Health Center Project and to do so within the scope and intent of the HRSA grant award conditions. In order to maintain in a timely manner essential financial resources for this project, HSI and **Montgomery County Commission** agree to adopt the following steps/process for request and payment of funds:

1. HSI will periodically bundle expense amounts paid to vendors, contractors, suppliers, architects, project manager etc. and will calculate the amount to be drawn down from federal, county and city sources using the following percentage shares:
   Federal = 81.8%
   County = 7.3%
   City = 10.9 %

2. HSI will submit federal drawn down request

3. HSI will invoice Montgomery County Commission for its percentage share and attach a copy of the federal request to the invoice.

4. Montgomery County Commission will make payment to HSI for amount of invoice within 3 weeks of date of invoice.

Effective Period: In order to assure costs for the project are covered, the effective period for this agreement shall be consistent with the dates of the HRSA grant award period which dates are 12/09/2009 through 12/08/2011.

The outcome of this project will be a state-of-the-arts FQHC facility serving the primary care needs of the residents of the Montgomery area and will also help decrease inappropriate use of the ER at Jackson Hospital.

The parties hereto acknowledge and agree to the purpose and conditions of this agreement and affix their signatures as follows:

Health Services Inc.	**Montgomery County Commission**
Signed, ______________________________	Signed, __________________________
Position ____________________________	Position, ________________________
Date: ______________________________	Date: ____________________________

Agenda

AUG - 9 2010

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 26

DEPARTMENT:	County Commission Appropriations	REVIEWED:	S. Thomas	7/28/2010
DATE:	7/28/2010	Finance Director		Date
REQUESTED BY:	Donald Mims, Administrator	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
River Region Health Care Center	001-56301.498	0	1,000,000	1,000,000
Fund Balance	001.35900		-1,000,000	
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		0	0	1,000,000

JUSTIFICATION:

County commitment towards the construction of River Region Health Care Center on Plum Street per agreement with Health Services Inc. First invoice amount $61,074.48.

21-1

MCC K-9 Kennel

e-Builder.

Transmittal - Workflow : 33

Subject:	Certificate of completion and Change Order		
Author:	Thomas L. (Tommy) Lawrence	**Held By:**	Thomas L. (Tommy) Lawrence
Date Created:	08.04.2010 11:20am	**Date Due:**	08.04.2010 02:00pm

To: Montgomery County Commission

Address: Hand Deliver
Montgomery, AL

Attention: John Mitchell

Requested By: TLL

We are sending: Other

If Other: Certificate of Substantial Completion
Final Change Order

Submitted for: Approval

Sent Via: Attached

Copies: 5

Status: Pending

Remarks: John attached is the Certificate of Substantial Completion which establishes the warranty date on the project and the date when the county takes over insurance, maintenance and utilities. I have reviewed the document and recommend that it be approved.
Also attached is the final change order for the project which includes the tax savings accumulated during the purchase of materials and the few changes that were required by the Sheriff's department or the State Highway department . All changes were either previously approved in writing or verbally prior to execution of the work. I have reviewed the change order and recommend that it be presented to the commission for approval.

Attachment: K9 CHANGE ORDER CERT OF COM.pdf

Signed: Thomas L. Lawrence

TL

Form Created 08.04.2010 11:20am

To: Thomas L. (Tommy) Lawrence
CC: Members

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)
A New K-9 Facility for The
Montgomery County Commission
Snowdoun, Alabama

PROJECT NUMBER: 08-012/
CONTRACT FOR: General Construction
CONTRACT DATE: August 17, 2009

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☒

TO OWNER:
(Name and address)
Montgomery County Commission
P. O. Box 1667
Montgomery, AL 36102-1667

TO CONTRACTOR:
(Name and address)
Ingram Construction, LLC
1775 Taliaferro Trail
Montgomery, AL 36117

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

Montgomery County K-9 Facility

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty	**Date of Commencement**
May 24, 2010	May 24, 2010

Wm. Barry Robinson, Architect		July 26, 2010
ARCHITECT	**BY**	**DATE OF ISSUANCE**

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $10,000.00

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

Ingram Construction, LLC		8/3/2010
CONTRACTOR	**BY**	**DATE**

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 12:00 p.m. (time) on May 24, 2010 (date).

Montgomery County Commission		
OWNER	**BY**	**DATE**

OK
TCL
TCW
8/4/10

(1349464651)

223

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

The Owner shall be responsible for security, heat, utilities, maintenance, damage to the portions of the Work that were accepted by the Owner and insurance. The Contractor shall be responsible to correct all items in the Punchlist and Work not completed and/or accepted by the Owner at the time of substantial completion.

TCU CONSULTING SERVICES, LLC
CONSTRUCTION CONSULTANTS

Owner Representation
Program Management
Facilities Planning
Strategic Planning
Construction Claims Consulting
Development Consulting

Agenda
AUG - 9 2010

July 1, 2010

Mr. John Mitchell
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102-1667

Re: Montgomery County Detention Facility

Dear John:

Attached is our Change Order No. Two for Program Management Services for the additional projects that we asked to provide. Those projects are Annex 1 – Third Floor Additions, the K-9 Facility and the renovations to 525 South Lawrence Street.

If you have any questions, please let me know.

Sincerely,

W. Ken Upchurch, III

231

P.O. BOX 230487 | MONTGOMERY AL 36123 | P 334 [illegible] F 334 [illegible]

CHANGE ORDER

PROGRAM MANAGEMENT / OWNER REPRESENTATION AGREEMENT

PROJECT: Program Management Services
Montgomery County Commission
Montgomery, Alabama

CHANGE ORDER NUMBER: Two (2)

DATE: July 1, 2010

CONTRACT DATE: October 20, 2005

TO PROGRAM MANAGER:

CONTRACT FOR: Program Management Services

T.C.U. Consulting Services, LLC
P. O. Box 230487
Montgomery, Alabama 36123

The Contract is changed as follows:

The compensation for the Basic Scope of Program Management Services shall be adjusted to a fixed amount of $2,300,000.00. The Revised Contract Agreement is based on additional Program Management Services for the following additional projects:

1. Annex 1 – Third Floor Additions (Programming Phase, Design Phase and Construction Bidding Phase) $ 55,000.00
2. K-9 Facility $ 20,000.00
3. 525 South Lawrence Street $ 10,000.00
4. Total Program Management Fees (These Projects) $ 85,000.00

Not valid until signed by the Owner and Program Manager.

The original Contract Sum was .... $ 1,500,000.00
Net change by previously authorized Change Orders .... $ 800,000.00
The Contract Sum prior to this Change Order was .... $ 2,300,000.00
The Contract Sum will be (increased)
by this Change Order in the amount of .... $ 85,000.00
The new Contract Sum including this Change Order will be .... $ 2,385,000.00

The Contract Time will be (increased) (decreased) (unchanged) by (120) days.
The date of Substantial Completion as of the date of this Change Order therefore is December 31, 2010

Program Manager: T.C.U. Consulting Services, LLC

Address: P. O. Box 230487
Montgomery, Alabama 36123

BY W. Ken Upchurch
W. Ken Upchurch, III

DATE 7/1/10

Owner: Montgomery County Commission

Address: P. O. Box 1667
Montgomery, Alabama 36102

BY ______________________
Elton Dean, Chairman

DATE ______________________

23-2

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, August 23, 2010, at 8:00 in the morning.

Donald Z. Mims
Administrator

Elton N. Dean, Sr.
Chairman