

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
DECEMBER 17, 2012

INFORMATION SESSION

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

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

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

Administrator Mims reviewed the Purchase and Sale Agreement regarding 1.5 acres of land located at 8440 U.S. Highway 331 near Snowdown Park, which was on the agenda. He informed the Commission that Mr. Ira Betts revised his appraisal from \$18,000 per acre to \$12,000 per acre. Vice Chairman Harris brought it to the Commission's attention that Mr. Allen Kendrick should be party to the Agreement since he is to be responsible for any and all utilities and maintenance of the structure including any repairs or renovations to the septic system as per Section 18 of the Purchase and Sale Agreement. After discussion, the Commission agreed to approve the Agreement subject to a separate Agreement with Allen Kendrick. Administrator Mims stated that he would contact Dr. Pirtle before the Formal Session to inquire if he would agree with the Commission's recommendation.

Administrator Mims noted that in the Agreement there is a provision that if the County does not utilize the property for a public purpose within seven years from the date of recording of the deed, the Seller or his lineal descendants shall have an irrevocable right to repurchase the property for one year from the right to repurchase date at the price paid by the Montgomery County Commission plus interest.

DISCUSSION BY THE COMMISSION

Chairman Dean and Commissioner Polizos requested a \$1,000 miscellaneous appropriation from each of their accounts to Youth Leadership Corps, Inc., for the Youth Educational Program. Commissioner Williams requested a \$500 miscellaneous appropriation from his account for the same program.

Commissioner Williams requested a \$1,000 miscellaneous appropriation from his account to Montgomery Working Women Network for program operations.

Chairman Dean and Vice Chairman Harris requested a \$500 miscellaneous appropriation from each of their accounts to Buffalo Soldiers & Troopers M C of Alabama Montgomery Chapter, Inc., for an endowment for ASU Scholarship Fund and overhead expenses for a Montgomery luncheon/dinner event.

Commissioner Williams requested a \$1,000 miscellaneous appropriation from his account to Carver Senior High School, for the choir program.

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

Commissioner Williams requested a \$500 miscellaneous appropriation from his account to City of Montgomery Parks and Recreation Department, for Houston Hills Recreation Center for recreation equipment.

Commissioner Williams requested a \$1,000 miscellaneous appropriation from his account to City of Montgomery, to be used by BONDS to The Woods Neighborhood with funding to promote the Community Enhancement and Beautification Programs/Projects.

Chairman Dean requested a \$700 miscellaneous appropriation from his account to BOE, Robert E. Lee High School, for Choral Program.

Commissioner Williams stated that he would like for the appropriations he requested to be paid on Friday, December 21, 2012.

Commissioner Williams informed the Commission that the Multiple Sclerosis (M.S.) Walk-A-Thon would be held in Montgomery, March 2013, and asked them to think about providing financial support for the event.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell briefed the Commission regarding a Bid Award for East Montgomery Revenue Commissioner and Probate Judge's Offices, which was on the agenda.

Administrator Mims briefed the Commission regarding Budget Change Request Number 9 to Montgomery Area Chamber of Commerce to provide funding for maintaining Garrett Coliseum, which was on the agenda.

Administrator Mims briefed the Commission regarding Budget Change Request Number 10 to the City of Montgomery BONDS Program for the Taylor Lakes/Sagestone Homeowners Association. Commissioner Ingram requested that the funding be held until the project has been completed.

PRESENTATION BY ADMINISTRATIVE ASSISTANT RHONDA CAPE WITH THE DISTRICT ATTORNEY'S OFFICE

Administrative Assistant Rhonda Cape with the District Attorney's Office briefed the Commission regarding a Position Fill Request for Case Manager I, Position Number 438045004. After discussion, the Commission agreed to waive rules and add this item to the agenda.

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

Merchant Capital Managing Director Mike Dunn updated the Commission regarding the refinancing bond issue and briefed them on his letter dated December 5, 2012. Also, present was President & CEO Neill Wright with First Tuskegee Bank. Mr. Dunn informed the Commission that the County's credit rating with Moody's is Aa1 and AA with Standard and Poor's (S&P). Commissioner Ingram inquired as to who sold the bonds and Mr. Dunn responded that Merchant Capital did.

Attorney Mark Ezell with Haskell Slaughter briefed the Commission via a telephone conference call regarding the County Government Bond Financing Review Form.

(Copy of December 5, 2012 Letter and County Government Bond Financing Review Form, pages 25-1 through 25-10, are attached to these minutes.)

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

Cassandra Crosby with Crosby Drinkard, LLC, stated that the Contract with Crosby Drinkard, LLC, would be expiring soon, and she presented a proposed contract. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Ms. Crosby briefed the Commission regarding the 2013 Legislative Agenda which included a bill to provide for a new service of process fee in Montgomery County and a bill to provide that the airport authority have two additional members appointed by the County Commission. The Commission agreed for the proposed bills to be advertised. Ron Drinkard with Crosby Drinkard, LLC briefed the Commission regarding the 2012 Acts signed into law for Montgomery County. He stated that the Revenue Commissioner would like to add an item to the legislative agenda.

PRESENTATION BY BOARD OF REGISTRARS CHAIRMAN JIM WILSON

Board of Registrars Chairman Jim Wilson requested a Budget Change Request to cover the cost of the required publishing of the purged voter lists. He stated that Secretary of State's Office will reimburse the County for 25% of the printing costs. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE C. SPEAKE

County Engineer George C. Speake presented a Position Fill Request for a Road Maintenance Supervisor at the District I Maintenance Facility on Terminal Road. After discussion, the Commission agreed to place this request on the next agenda.

Additionally, Mr. Speake briefed the Commission regarding a Notice of Intent Letter and a Resolution to satisfy the Alabama Department of Transportation's requirement for obtaining federal funding for the proposed resurfacing of Butler Mill Road and Hayneville Ridge Road. After discussion, the Commission agreed to place this item on the next agenda.

Commissioner Ingram inquired as to the status of the proposed sanitary sewer force main on Dozier Road and Wares Ferry Road that is to serve the Poarch Creek Indian (PCI) Gaming Facility on Eddie Tullis Drive. Mr. Speake replied that the Water Works and Sanitary Sewer Board of the City of Montgomery have entered into an agreement with PCI Gaming to maintain and operate the force main. This arrangement will comply with present State statutes and County policies concerning placement of utilities on County right-of-way and, therefore, resolves this issue.

DISCUSSION BY THE COMMISSION

Vice Chairman Harris briefed the Commission regarding a Resolution for the Master Gardeners 2012 Class. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell briefed the Commission regarding a Lease Amendment with East Montgomery Investment Company regarding East Revenue Commissioner and Probate Judge's Offices. After discussion, the Commission agreed to waive rules and add this Amendment to the agenda.

Administrator Mims briefed the Commission regarding a Bid Award for Window Blinds for Annex I, 3rd Floor Renovation, Bid Number 51101-12B-027. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Deputy Administrator Mitchell presented pictures of the new signage that the Sheriff's Office will be placing on the doors of Annex I. Deputy Administrator Mitchell informed the Commission that effective this week, the only public entrance to Annex I would be the Lawrence Street entrance. He noted that security guards and metal detectors would be stationed at the entrance. There was no objection by the Commission.

Deputy Administrator Mitchell informed the Commission that Courthouse Café Manager Wanda Hughes has requested permission to close the Courthouse Café from December 24, 2012 to January 3, 2013. The Commission agreed to grant the request.

Administrator Mims stated that he had talked to Dr. Pirtle and he agreed with the Commission's recommendation to approve the Purchase and Sale Agreement subject to review by the County Attorney and to a separate Agreement with Allen Kendrick

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Commissioner Williams.

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 Harris and Members Ingram, Polizos, and Williams. Also present were County Attorney Tyrone C. Means, and County Engineer George C. Speake.

Mr. Ingram made a motion to approve the Minutes of the Regular Meeting of December 3, 2012. The motion was seconded by Mr. Williams and unanimously approved by the Commission.

CONSENT AGENDA

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

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

NEW BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION APPROVING THE ISSUANCE BY THE MONTGOMERY COUNTY PUBLIC BUILDING AUTHORITY (THE "AUTHORITY") OF A SERIES OF ITS REVENUE WARRANTS FOR THE PURPOSE OF REFUNDING A PORTION OF THE AUTHORITY'S SERIES 2006 WARRANTS. SAID RESOLUTION WILL AUTHORIZE AND APPROVE VARIOUS RELATED ACTIONS, INCLUDING (I) A PROPOSED RESTATEMENT OF THE AUTHORITY'S CERTIFICATE OF INCORPORATION, (II) THE EXECUTION AND DELIVERY BY THE COUNTY OF THE WARRANT PURCHASE AGREEMENT, THE FIRST SUPPLEMENTAL LEASE AND THE OFFICIAL STATEMENT, AND (III) THE TRANSFER AND CONVEYANCE TO THE

AUTHORITY OF THE YOUTH FACILITY BUILDING AND THE LAND ON WHICH IT IS LOCATED

The Administrator presented the following memorandum:

December 13, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Resolution Approving the Issuance by The Montgomery County Public Building Authority of a Series of its Revenue Warrants

During the December 3, 2012 County Commission meeting, the Commission agreed to place a Resolution approving the issuance by The Montgomery County Public Building Authority of a Series of its Revenue Warrants for the purpose of refunding a portion of the Authority's Series 2006 Warrants on the next agenda.

Attached is a copy of the proposed Resolution and I am requesting adoption of this document.

Attachment

End of Memorandum

Mr. Ingram made a motion to adopt the Resolution. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Resolution and Email, Agenda Pages 1-2 through 1-6, are attached to these Minutes.)

CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION BOARD - APPROVED BOARD MEMBER REAPPOINTMENTS

The Administrator presented the following memorandum:

December 13, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Board Member Reappointments to Central Alabama Regional Planning and Development Commission Board

During the December 3, 2012 County Commission meeting, the Commission agreed to place the reappointment of board members to the Central Alabama Regional Planning and Development Commission Board on the next agenda.

I am requesting approval of these reappointments.

Attachment

End of Memorandum

Mr. Williams made a motion to approve board member reappointments of Jiles Williams, Jr., Donald L. Mims, John A. Mitchell, Sr., James Williams, George C. Speake, and James Kelly with terms expiring November 8, 2016. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Board Members' Appointment Page, Agenda Page 2-2, is attached to these Minutes.)

MONTGOMERY COMMUNITY ACTION AGENCY BOARD – APPROVED BOARD MEMBER APPOINTMENTS

The Administrator presented the following letter from Chief Executive Officer of Montgomery Community Action Agency Tom Gardner, Jr.:

November 9, 2012

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

Dear Commissioner Dean:

This letter is to advise you of the Montgomery Community Action Committee & CDC Board members who represent the County Commission will be expiring November 13, 2012.

The Board members whose term is expiring are Addre Bryant, Willie Parker, Melanie Wilson-Bicatel, and Glen Crumpton. Please consider the following;

- Due to the vast knowledge, commitment and dedication of the mission and operation of the organization, we humbly request the re-appointment of Willie Parker and Melanie Bicatel-Wilson.

- For the past year Addre Bryant has been ill and unable to serve in his role as a Board member. The agency is very thankful for Mr. Bryant's hard work and governance as a Board member over the years. As a replacement for Mr. Bryant, please consider Roberta Collins. She has committed to serve if appointed. Ms. Collins community involvement and leadership will be a great asset to the agency.
- Lastly, we are requesting Jannah Bailey, Executive Director of Child Protect to be appointed to serve on the MCAC Board of Directors to replace Glen Crumpton. We are grateful for Mr. Crumpton's hard work for the low income residents of Montgomery County. Due to his busy schedule, his attendance did not meet the requirements of the agency by-laws and funding sources.

Thank you for always supporting Montgomery Community Action Agency. If you have any questions please feel free to contact the Executive Office at 334.263.3474 ext. 2201.

Sincerely,

/s/ Tom Gardner, Jr.
Chief Executive Officer

Cc: Donnie Mims
County Administrator

End of Letter

Mr. Ingram made a motion to approve board member reappointments of Willie Parker and Melanie Bicatel-Wilson and approve board member appointments of Roberta Collins and Jannah Bailey with terms expiring November 8, 2016. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Board Members' Appointment Page, Agenda Page 3-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED PURCHASE AND SALE AGREEMENT
REGARDING 1.5 ACRES OF LAND LOCATED AT 8440 U.S. HIGHWAY 331 NEAR
SNOWDOWN PARK OWNED BY DR. WINSTON PIRTLE, SUBJECT TO REVIEW BY
THE COUNTY ATTORNEY REGARDING LIABILITY AND INSURANCE
MODIFICATIONS

The Administrator presented the following memorandum:

December 13, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Purchase and Sale Agreement

During the December 3, 2012 County Commission meeting, the Commission agreed to place a Purchase and Sale Agreement regarding 1.5 acres of land located at 8440 U.S. Highway 331 near Snowdown Park owned by Dr. Winston Pirtle on the next agenda. The Agreement contains a total purchase price of \$18,000, which is \$9,000 less than the original appraisal. A revised appraisal was prepared utilizing additional comps provided by the Montgomery County Appraisal Department. Dr. Pirtle has agreed to the revised appraisal amount.

I am requesting approval of this Agreement.

Attachment

End of Memorandum

Mr. Polizos made a motion to approve the Purchase and Sale Agreement, subject to review by the County Attorney regarding Liability and Insurance Modifications. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Appraisal, Purchase and Sale Agreement, Boundary Survey, and Emails, Agenda Pages 4-2 through 4-28, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

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

December 17, 2012

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-2013-56: City of Montgomery, to be used by BONDS for the Cost of a Walking Trail to Join the Two Neighborhoods for the Taylor Lakes/Sagestone Homeowners Association - \$10,000; (Ingram-\$5,000 and Polizos-\$5,000) (The appropriation is to be paid after the project is completed)
- C-2013-46: Youth Leadership Corps, Inc., for Youth Educational Program - \$1,500; (Harris-\$500 and Ingram-\$1,000)
- C-2013-47: House to House Community Development, Inc., for Rehabilitating the Houses of Low-Income Homeowners in Washington Park Community - \$2,000; (Ingram)
- C-2013-48: Life Time Resolutions, LLC, for Holistic Center for Women, for Program for Youth and Their Mothers Who Need Treatment for Substance Abuse and Mental Illnesses - \$1,000; (Williams)

End of Memorandum

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

- C-2013-46: Amended Miscellaneous Appropriation - Youth Leadership Corps, Inc., for Youth Educational Program - \$1,500; (Harris-\$500 and Ingram-\$1,000)
- NOTE: Chairman Dean requested to add \$1,000 of his discretionary money, Commissioner Polizos requested to add \$1,000 of his discretionary money, and Commissioner Williams requested to add \$500 of his discretionary money, for a total of \$4,000 to Youth Leadership Corps, Inc., for Youth Educational Program
- C-2013-49: Montgomery Working Women Network, for Program Operations - \$1,000; (Williams)
- C-2013-50: Buffalo Soldiers & Troopers M C of Alabama Montgomery Chapter, Inc., for an Endowment for ASU Scholarship Fund and Overhead Expenses for a Montgomery Luncheon/Dinner Event – \$1,000; (Dean-\$500 and Harris-\$500)
- NC-2013-57: BOE, Carver Senior High School, for Choir Program - \$1,000; (Williams)
- NC-2013-58: BOE, Carver Senior High School, for Principal's Discretionary Fund - \$500; (Williams)

- NC-2013-59: City of Montgomery Parks and Recreation Department, for Houston Hills Recreation Center, for Recreation Equipment - \$500; (Williams)
- NC-2013-60: City of Montgomery, to be used by BONDS for The Woods Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Williams)
- NC-2013-61: BOE, Robert E. Lee High School, for Choral Program - \$700; (Dean)

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

COUNTY COMMISSION – APPROVED PAYMENT OF INVOICES FROM THE CITY OF MONTGOMERY FOR THE COUNTY’S PORTION OF PROJECT DELTA EXPENDITURES

The Administrator presented the following memorandum:

December 13, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Payment of Invoices regarding Project Delta Expenditures

During the December 3, 2012 County Commission meeting, the Commission discussed two invoices from the City of Montgomery for the County’s portion of Project Delta expenditures. The Commission agreed to place these invoices on the next agenda for consideration of payment.

I am requesting approval of payment of these invoices in the amount of \$17,688.64.

Attachments

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Invoices, Agenda Pages 6-2 and 6-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED BID AWARD FOR EAST MONTGOMERY
REVENUE COMMISSIONER AND PROBATE JUDGE’S OFFICES, PROJECT NUMBER
BCA#21205

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

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: John A. Mitchell, Deputy Administrator

DATE: December 13, 2012

SUBJECT: Project No. BCA#21205, East Montgomery
Probate Office

Request approval of award on the above referenced project, to low bid of CannDauson Construction Company, Inc., in the amount of \$ 546,590.00, be placed on the agenda for the County Commission meeting on December 17, 2012. (copy of spread sheet attached)

This price is the Bid Item #1 in the amount of \$482,795.00; Bid Item #2 – Landlord – in the amount of \$28,545.00; Alternate #1 - \$26,202.00; Alternate #2- \$5,866.00; Alternate #3- \$1,310.00 and Alternate #1 By Landlord - \$1,872.00.

Estimated cost of items that could possibly be reduced from the contract is 1) VE Reductions by 10% - \$54,659.00; 2) Estimated tax savings - \$10,000.00; 3) Amount paid by Landlord - \$30,417.00. Total estimated reduction of items is \$95,076.00 which would bring the final contract amount to \$451,514.00.

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris. Chairman Dean, Vice Chairman Harris, Mr. Ingram and Mr. Williams voted in favor of the motion. Mr. Polizos voted in opposition and the motion carried. (Copies of Letter, Bid Analysis, Spreadsheets, Tabulation of Bids, and Tenant Improvements Sheet, Agenda Pages 7-2 through 7-8, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED FINAL PAYMENT TO SUMMIT
WATERPROOFING, INC., FOR EXTERIOR WEATHERIZATION OF ANNEX I

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

December 7, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Final Payment

PH&J has submitted a request for final payment for Summit Waterproofing, Inc. in the amount of \$1,618.00. Summit Waterproofing, Inc. has completed and met all the requirements of the bid to reseal the exterior of Annex I.

This item was discussed during the Working Session on December 3, 2012. I was advised that this item be placed on the agenda for approval at the Montgomery County Commission Meeting on December 17, 2012.

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

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Contractor's Summary, Application and Certificate for Payment, and Continuation Sheet of Certificate for Payment, Agenda Pages 8-2 through 8-4, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 9 TO MONTGOMERY AREA CHAMBER OF COMMERCE TO
PROVIDE FUNDING FOR MAINTAINING GARRETT COLISEUM

The Administrator requested to approve Budget Change Request Number 9, County Commission Appropriations.

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Budget Change Request and Invoice, Agenda Pages 9-1 and 9-2, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 10 TO CITY OF MONTGOMERY BONDS PROGRAM, FOR
TAYLOR LAKES/SAGESTONE HOMEOWNERS ASSOCIATION, WITH THE PROVISION
THAT THE APPROPRIATION IS TO BE PAID AFTER THE PROJECT IS COMPLETE

The Administrator requested to approve Budget Change Request Number 10, County Commission Appropriations.

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. Mr. Ingram then made a motion to amend the previous motion with the provision that the appropriation is to be paid after the project is completed. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 10-1, is attached to these Minutes.)

OMNIBUS VOTE

Administrator Mims requested that the Commission omnibus the following 6 items, and the Commission concurred. Mr. Williams made a motion to approve the six agenda items. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

ENGINEERING DEPARTMENT – APPROVED POSITION FILL REQUEST FOR ROAD MAINTENANCE SUPERVISOR, POSITION NUMBER 630564003

The Administrator presented the following memorandum from County Engineer George C. Speake:

December 3, 2012

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

SUBJECT: Position Fill For Road Maintenance Supervisor

As discussed at the December 3, 2012, Information Session, it is requested that the Engineering Department be permitted to fill a vacant Road Maintenance Supervisor position at our District III Maintenance Facility in Ramer. This is a key supervisor position responsible for planning, scheduling, and supervising the day to day work assignments of an 18 person general road maintenance crew that is essential for properly maintaining approximately 242 miles of county roads located in the southern portion of Montgomery County. It is critical this position be filled as soon as possible to ensure adequate supervision is provided for this general road maintenance crew. This position fill will be a promotion from within existing personnel and will not involve any new hires.

Please recall that the Commission agreed to place this request on the December 17, 2012, agenda for approval. Thank you for your assistance with this matter.

Attachments

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve the position fill request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 11-2, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS FOR CORRECTIONS OFFICER/CORRECTIONS OFFICER TRAINEE, POSITION NUMBERS 007, 118, AND 184

The Administrator presented the following memorandum:

December 13, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Requests for Detention Facility

During the December 3, 2012 County Commission meeting, the Commission agreed to place the following Position Fill Requests on the next agenda for the Detention Facility:

(1) Corrections Officer/Corrections Officer Trainee – Position Number 007

(2) Corrections Officer/Corrections Officer Trainee – Position Number 118

(3) Corrections Officer/Corrections Officer Trainee – Position Number 184

I am requesting approval of these items.

Attachments

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve the position fill requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 12-2 through 12-4, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED POSITION FILL REQUEST FOR DEPUTY SHERIFF TRAINEE / DEPUTY SHERIFF, POSITION NUMBER 078

The Administrator presented the following memorandum:

December 13, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Request for Sheriff's Office

During the December 3, 2012 County Commission meeting, the Commission agreed to place a Position Fill Request for Deputy Sheriff Trainee/Deputy Sheriff, Position Number 078 on the next agenda for the Sheriff's Office.
I am requesting approval of this item.

Attachment

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve the position fill request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 13-2, is attached to these Minutes.)

SUPPORT SERVICES – APPROVED POSITION FILL REQUEST FOR MAIL ROOM AND STORES CLERK, POSITION NUMBER 260775003

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

December 7, 2012

MEMORANDUM

TO: Montgomery County Commission

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

RE: Position Fill Request for the Mail/Supply Room

Pat Silas, Purchasing Manager, Purchasing Department, has submitted a Position Fill request for a Mail Room & Stores Clerk. This vacancy will become available with the retiring of Jessie Dickerson and failure to fill this position would be critical to the delivering operations of the county departments.

This item was discussed during the Working Session of the December 3, 2012 meeting. I was advised that this item be placed on the agenda for approval at the Montgomery County Commission Meeting on December 17, 2012.

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

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve the position fill request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Memorandum and Position Fill Request, Agenda Pages 14-2 and 14-3, are attached to these Minutes.)

YOUTH FACILITY – APPROVED POSITION FILL REQUEST FOR JUVENILE
DETENTION OFFICER, POSITION NUMBER 900300063

The Administrator presented the following memorandum from Juvenile Court Administrator Bruce R. Howell:

MEMORANDUM

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator
Date: November 19, 2012
Re: Juvenile Detention Officer Position Fill Request

I am requesting that the Position Fill Request for Juvenile Detention Officer Position Number 900300063 be placed on the working agenda for the December 3rd County Commission Meeting. This will fill the position vacated by Phillip Gray Jenkins' retirement.

Thank you for your consideration.

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve the position fill request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 15-2, is attached to these Minutes.)

YOUTH FACILITY – APPROVED POSITION FILL REQUEST FOR JUVENILE
PROBATION SUPERVISOR, POSITION NUMBER 900308075

The Administrator presented the following memorandum from Juvenile Court Administrator Bruce R. Howell:

MEMORANDUM

To: Mr. Donnie Mims

From: Bruce R. Howell, Juvenile Court Administrator

Date: November 27, 2012

Re: Juvenile Probation Supervisor Position Fill Request

I am requesting that the Position Fill Request for Juvenile Probation Supervisor Position Number 900308075 be placed on the working agenda for the December 3rd County Commission Meeting. This will fill the position vacated by Ron McKitt's 3/1/12 retirement.

Thank you for your consideration.

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve the position fill request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 16-2, is attached to these Minutes.)

End of Omnibus Vote

INFORMATION SYSTEMS – APPROVED PERFORMANCE EVALUATION OF CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI AND ANNUAL MERIT INCREASE FROM PAY GRADE A16, STEP 2 TO PAY GRADE A16, STEP 3, EFFECTIVE SEPTEMBER 26, 2012

The Administrator presented the following memorandum:

December 13, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Performance Evaluation of Chief Information and Technology Officer

During the December 3, 2012 County Commission meeting, the Commission discussed the Performance Evaluation of Chief Information and Technology Officer Lou Ialacci and annual merit increase from Pay Grade A16, Step 2 to Pay Grade A16, Step 3, effective September 26, 2012. The Commission agreed to place this item on the next agenda.

I am requesting approval of this Performance Evaluation and annual merit increase.

Attachments

End of Memorandum

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

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (4)

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

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. County Commission	Request Number 7
2. Risk Management	Request Number 3
3. Parks and Recreation	Request Number 2
4. Probate Judge's Office	Request Number 2

Mr. Williams made a motion to approve the travel/training requests. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 18-1 and 18-4, are attached to these Minutes.)

WAIVED RULES

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

COUNTY COMMISSION – APPROVED CONTRACT AGREEMENT WITH THE CROSBY DRINKARD GROUP, LLC, REGARDING GOVERNMENTAL AFFAIRS CONSULTING SERVICES

The Administrator presented the following memorandum from Crosby Drinkard Group, LLC:

MEMORANDUM

TO: Montgomery County Commission

FROM: Crosby Drinkard Group, LLC

RE: 2013 Contract Renewal

Date: December 13, 2012

As the 2013 Legislative Session approaches, the Crosby Drinkard Group would like to thank each of you for allowing us to continue to serve you and the county. Our relationship with you, our County Commissioners remains positive, productive, and proven successful for the Montgomery County residents and employees.

As we continue to work with our Montgomery County Legislative Delegation, we look forward to the 2013 legislative regular session and welcome it's challenges and many changes. Our relationships with the delegation, legislative branch and the executive branch continue to remain positive, productive, and in good standing.

Thank you and attached is our 2013 contract for your review and approval, as well as the proposed agenda for the 2013 legislative regular session.

Should you have any questions please do not hesitate to contact us.

Attachments:

CDG 2013 contract

2013 Legislative proposed agenda

End of Memorandum

Mr. Ingram made a motion to approve the contract agreement. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Contract Agreement, Agenda Pages 19-2 and 19-3, is attached to these Minutes.)

BOARD OF REGISTRARS – APPROVED BUDGET CHANGE REQUEST NUMBER 2

The Administrator requested to approve Budget Change Request Number 2, Board of Registrars.

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Budget Change Request and Memorandum, Agenda Pages 20-1 and 20-2, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION CONGRATULATING AND EXPRESSING APPRECIATION TO THE MONTGOMERY COUNTY CLASS OF 2012 MASTER GARDENERS

The Administrator presented the following memorandum and Resolution from Public Affairs Director DiDi Henry:

MEMORANDUM

December 10, 2012

TO: Montgomery County Commission

FROM: DiDi Henry, Public Affairs Director

SUBJECT: Waive Rules Item

I am requesting that a Resolution acknowledging the accomplishments of the Master Gardeners 2012 Class be added as a waive rules item to the County Commission meeting on December 17, 2012. The resolution, requested by Jimmy Smitherman will be sponsored by Vice Chairman Dan Harris. Thank you for your consideration.

End of Memorandum

RESOLUTION

WHEREAS, the Montgomery County Class of 2012 Master Gardeners has served the Alabama Cooperative Extension System and the citizens of Montgomery County through its volunteer horticultural outreach programs; and

WHEREAS, the Master Gardeners have provided over 280 hours of volunteer service through the Extension System's call-in helpline, by serving as a source for horticultural information for the general public, covering 14 counties in the state of Alabama one day a week over six a month period; and

WHEREAS, the Master Gardeners Class of 2012 has performed 3,378 hours of community volunteer work in the field of horticulture and horticultural education to the citizens of Montgomery County this year; and

WHEREAS, the Master Gardeners organization has served as a leader for many community horticultural projects, including the Montgomery Arboretum, Shakespeare Blount Cultural Park, Lil's Garden, and has worked with Hampstead Institute and various educational horticulture workshops. These efforts have made a great impact on the beauty of our community and the horticultural knowledge gained by our county residents,

NOW THEREFORE BE IT RESOLVED, that the Montgomery County Commission does hereby acknowledge and congratulate the Montgomery County Class of 2012 Master Gardeners for their volunteer efforts through the Alabama Cooperative Extension System, as horticultural outreach ambassadors to Montgomery County and Alabama citizens; and be it further resolved that the Montgomery County Commission and the Alabama Cooperative Extension System extend their sincere appreciation to the Class of 2012 Master Gardeners for their tireless efforts on behalf of Montgomery County citizens.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 17th day of December.

End of Resolution

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

Vice Chairman Harris asked the Master Gardeners to come forward. He stated that it was an honor and privilege to attend the graduation of this Master Gardeners class and added that this class gives new meaning to the word volunteer. He informed the audience that this class performed 3,378 volunteer hours by helping with beautification projects in the county. He told the audience that what they do is invaluable and the time they put in is the equivalent to two people working full time for a year. On behalf of the County and the Montgomery County Commission, Vice Chairman Harris presented the resolution and thanked the Master Gardeners for all that they do.

COUNTY COMMISSION – APPROVED LEASE AMENDMENT WITH EAST MONTGOMERY INVESTMENT COMPANY REGARDING EAST REVENUE COMMISSIONER AND PROBATE JUDGE’S OFFICES

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

December 13, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Lease Amendment

East Montgomery Investment Company has submitted an Amendment to the lease that was entered into agreement with the Montgomery County Commission on February 21, 2012. The provision of the Amendment is to communicate in writing the reimbursement to the County hereby known to the Landlord and to Montgomery County Commission for improvements made to the facility that it will be occupied by the Probate Office. The reimbursement amount by which is stated in the Amendment in the amount of \$30,417.00 to be paid to the County within 30 days after the tenant has satisfied and performed all of its requirements.

I am requesting that the Commission waive rules on this Lease Amendment at the Montgomery County Commission Meeting scheduled December 17, 2012

If you have any questions, please contact me.

Attachment

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Lease Amendment and Attorney Gallion's Opinion, Agenda Pages 22-2 through 22-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED BID AWARD REGARDING WINDOW BLINDS
FOR ANNEX I, 3RD FLOOR RENOVATION, BID NUMBER 51101-12B-027

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

MEMORANDUM

To: Donald L. Mims, Administrator
From: Pat Silas, Purchasing Manager
Date: December 12, 2012
Subject: Invitation to Bid 51101-12B-027, Window Blinds for 3rd Floor Renovation
Annex I

On December 3, 2012, Montgomery County Commission waived rules and approved award of the above referenced bid to John McKinney Drapery, LLC , for the amount of \$6,034.00.

Mr. McKinney has requested that his bid be withdrawn because the price he bid was no longer a good price.

The next low bid is AEMSA, LLC, dba/Prism Blinds, for the amount of \$7,596.00.

Request that rules be waived and approval of award to the next low bid, AEMSA, LLC, dba/Prism Blinds in the amount of \$7596.00 be placed on the agenda for the County Commission meeting on December 17, 2012. (copy of spread sheet attached)

Your help with this matter is appreciated.

Attachment

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 23-2, is attached to these Minutes.)

DISTRICT ATTORNEY'S WORTHLESS CHECK UNIT – APPROVED POSITION FILL
REQUEST FOR CASE MANAGER I, POSITION NUMBER 438045004

The Administrator presented the following letter from Administrative Assistant with the District Attorney's Office Rhonda Cape:

December 12, 2012

Chairman Elton N. Dean, Sr.
Montgomery County Commission
Montgomery County Annex III
101 S. Lawrence St.
Montgomery, AL 36104
RE: Position Fill Request

Dear Chairman Dean:

Attached is a position fill request for the Worthless Check Unit in the District Attorney's Office.

An opening has been created due to the resignation of a Case Manager I. This position is responsible for working files that produce revenue for our office and it is vital that we fill it as quickly as possible.

The Worthless Check Unit is self-funded; there is no expense to the County.

We ask the Commission to waive rules at the December 17 meeting and approve this request. Thank you for your help in this matter.

Sincerely,

/s/ Rhonda B. Cape
Administrative Assistant

Cc: Donnie Mims, County Administrator

End of Letter

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 24-2, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Youth Leadership Corps, Inc., President Kevin Elkins addressed the Commission and welcomed Vice Chairman Harris to the Commission. He stated that a lot of things are said about Montgomery Public Schools; both good and bad. He informed the Commission that he visited

some of the schools and found that the students are just as smart and disciplined as students in private schools. He added that while a lot of students are doing exceptionally well without technology, he knew how much better they would do with it. He thanked the Commission and expressed his appreciation for what they do and for their continued support.

Theodore Lush of the Woods Neighborhood Association addressed the Commission and wanted to personally thank them for approving funding for the Woods Community. He stated that the neighborhood used to be known as a starter home area where people move in and then move onto other areas. He told the Commission that the association wants to build up the neighborhood. He thanked the Commission again for their support.

Commissioner Ingram said good morning, and urged everyone to keep the families of Sandy Hook Elementary School (Connecticut) in their prayers after the massacre that took place there last week. He added that this is very sad and could happen anywhere. He informed the audience that former Commissioner Sam Wingard's wife passed away the other day, and he requested prayers for their family. He also requested prayers for the family and friends of Reverend Al Dixon who passed away yesterday, noting that Rev. Dixon established the Montgomery-Tuskegee Times. He wished everyone a Merry Christmas and Happy New Year. He recognized former City Councilman Jim Spear, telling him that it is good to see him.

Commissioner Williams told the audience good morning, that it is a blessing to see them and wished everyone a safe and Merry Christmas and Happy New Year. He added that this has been a good year. He urged everyone to continually pray for the people who are grieving and who are sick. He thanked Mr. Lush for stepping forward and informed him that this is what the Commission wants people to do. He said that it is good seeing former City Councilman and good friend Jim Spear and wished him the best.

Commissioner Polizos wished everyone a Merry Christmas and asked them to keep the families in Connecticut in their prayers. He told the audience to remember that family is where it all begins. He stated that he is very supportive of the Master Gardeners and thanked Jimmy Smitherman of the Extension Service. He added that this adds beauty to our city and county. He told the audience Merry Christmas, to enjoy their families and that the Commissioners would see them next year.

Vice Chairman Harris told the audience good morning and thanked them for attending the meeting. He informed the audience that the Master Gardener volunteers give of their time which is most important and the best gift anyone can give. They give a piece of themselves, and they do what they love to do. He wished everyone a Merry Christmas and Happy New Year.

Chairman Dean wished everyone a Merry Christmas and Happy New Year. He thanked the employees and department heads for the year that they have given to the Commissioners and stated that the Commission appreciates them and all that they do. He also expressed his appreciation to everyone for coming up and thanking the Commissioners for the Christmas Luncheon. He stated that the Commission continues to do all that they can for the employees. He reminded the audience that the employees are the first contact their constituents meet. He

said the Commission thanks them, and loves them, and wishes them a Merry Christmas and Happy New Year.

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 CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci briefed the Commission regarding merged information technology functions with the City and County. The following is the quarterly progress report and plans as presented by Mr. Ialacci:

- Joint Telecommunications RFP developed, distributed, and a recommendation.
- Evaluated a disaster recovery site for both the County and the City at the ECC
- Working on a plan for space and equipment for the disaster recovery site
- Implementing City's internet filtering software – cheaper, faster, and effective.
- Working on a 3 yr. contract to continue the technology sharing arrangement.
- Replace sales tax and business license software with new application systems.
- Reviewing possible sharing of GIS services for consistent addressing and savings

PRESENTATION BY FINANCE DIRECTOR SHERRILL THOMAS

Finance Director Sherrill Thomas welcomed Vice Chairman Harris. She briefed the Commission regarding a financial review report for the year ending September 30, 2012 and a Capital Project/Construction Other Funds report. (Copies of Reports, pages 26-1 and 26-2, are attached to these minutes.)

Ms. Thomas briefed the Commission regarding the October 1, 2010 through September 30, 2011 audit issued by the Examiners of Public Accounts on November 23, 2012. (Copies of which were placed on each Commissioner's desk.) She brought to the Commission's attention information contained on Exhibit #12, Schedule of Funding Progress Defined Benefit Pension Plan, which showed an unfunded liability of \$39,137,299 at September 30, 2010 and Exhibit #13, Schedule of Funding Progress Other Postemployment Benefits, which showed an unfunded liability of \$73,182,527 at September 30, 2010. Administrator Mims recommended that the Commission start funding the Postemployment Benefits liability when the economy improves. (Copies of Exhibits #12 and #13, pages 27-1 and 27-2, are attached to these minutes.)

PRESENTATION BY REVENUE MANAGER TERRI HENDERSON

Revenue Manager Terri Henderson wished the Commission a Merry Christmas and Happy New Year. She made a special acknowledgement to Vice Chairman Harris and welcomed him. Ms. Henderson briefed the Commission regarding the Revenue Report for November 2012 and updated the Commission on audits.

PRESENTATION BY RISK MANAGER SCOTT KRAMER

Risk Manager Scott Kramer briefed the Commission regarding Amendment Number 1 to the Agreement with American Behavioral Benefits Managers, Inc. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Mitchell briefed the Commission regarding Payment of Membership Dues to the Public Risk Management Association (PRIMA) for Risk Manager Scott Kramer. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Kramer briefed the Commission regarding Elected Officials participation in the RSA's Employees Retirement System. The Commission agreed to discuss this matter further at the next Commission meeting.

PRESENTATION BY PLATT BOYD WITH SEAY, SEAY & LITCHFIELD, P.C.

Platt Boyd with Seay, Seay & Litchfield, P.C., updated the Commission regarding the Youth Facility renovation project. After discussion, Vice Chairman Ingram asked for Administrator Mims, Deputy Administrator Mitchell and Commissioners Williams and Polizos to work the issue more and give another update at the next Commission meeting.

JUVENILE COURT ADMINISTRATOR BRUCE HOWELL

Juvenile Court Administrator Bruce Howell briefed the Commission regarding Act 2007-415 which allocated \$14,000,000 to the Department of Youth Services for capital improvements, including local juvenile detention facilities. He stated that approximately, \$3,000,000 of the funds are available for local facilities through bonds issued by the Alabama Public School and College Authority. Mr. Howell indicated that he thought the funds could be used for the Youth Facility.

Administrator Mims stated that they were still in the process of getting all the requirements and may ask the Commission to issue a letter to the Department of Youth Services requesting the funds.

Administrator Mims presented an Investment Grade Audit Report for Energy Performance Contracting from Schneider Electric Building Solutions and the Investment Grade Audit Agreement with Schneider Electric Buildings Americas, Inc., which was approved during the September 24, 2012, County Commission Meeting.

The Commission agreed to discuss this issue further at the next Commission meeting.

Mr. Howell briefed the Commission regarding Contracts for Housing Juveniles at the Montgomery County Youth Facility for Butler, Elmore and Monroe counties. After discussion, the Commission agreed to place these items on the next agenda.

Mr. Howell briefed the Commission regarding the Alabama Department of Youth Services Grant/Subsidy Agreement Part I and Part II Funds. After discussion, the Commission agreed to place these items on the next agenda.

DISCUSSION BY THE COMMISSION

Commissioner Ingram stated that the Montgomery City/County Public Library would be increasing their library staff to 59 employees for the new downtown library. He noted that the City of Montgomery will be requesting assistance for employees and construction from the County. He suggested that the Commission could ask the City of Montgomery for assistance on the Youth Facility.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims informed the Commission that he would be on vacation December 26, 2012 through January 1, 2013 and January 4, 2013.

Administrator Mims informed the Commission that he received an email from Court Administrator Rob Sachar requesting parking at Annex I for the judges and staff. After discussion, Chairman Dean instructed Administrator Mims and Deputy Administrator Mitchell to work the issue with the Sheriff Marshall.

Administrator Mims briefed the Commission regarding a modification of the Minutes of the Montgomery County Commission Organizational Meeting of November 14, 2012. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding payment of a prior year invoice for the reimbursement of witness expenses in the amount of \$311.28. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding a Resolution to allow the Montgomery County Bar Association to raise necessary funds to place a suitable portrait of Presiding Circuit Judge Charles Price in the Courthouse. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding a Transfer of Ownership and Liability Agreement for retired K-9 "Fax". After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding payment of Invoice to Montgomery Public Schools regarding FY13 Reimbursement of Debt Service Expenditures for QSCB Funds. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims requested to recognize and deny a claim filed by Faye B. McKinley. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Position Fill Request for Customer Service Clerk, Position Number 750016035, for the Probate Judge's Office. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding Position Fill Request for Corrections Officer Trainee/Corrections Officer, Position Number 141, for the Detention Facility. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a list of Montgomery County Community Punishment and Corrections Authority Board Members, whose terms have expired. Commissioner Ingram nominated Circuit Clerk Florence Cauthen to replace Dimitri Polizos, Vice Chairman Harris requested to reappoint Paul R. Cooper, Commissioner Williams requested to reappoint Frank Brown and Commissioner Polizos stated that he would verify whether Robert E.L. Gilpin would like to be reappointed. Administrator Mims stated that he would verify whether Attorney James Williams would like to be reappointed. After discussion, the Commission agreed to add this item to the next agenda.

Administrator Mims presented emails from Mayor Todd Strange and Deputy Mayor Jeff Downes regarding the nine-month review of City-County Information Technology consolidation.

Administrator Mims presented a memorandum from Community Development Manager Sara Byard with Central Alabama Regional Planning and Development Commission regarding status update concerning Jack Daniels Property located at the corner of Booth Road and Old Selma Road. He noted that the City of Montgomery rezoned 1.43 acres of the property from agricultural to business. He stated that he would research the issue and report back to the Commission regarding the utilization of the remaining property for a community park site.

Administrative Mims presented a letter from U.S. Congresswoman Terri Sewell requesting office space in the Montgomery County Courthouse. Ms. Melinda Williams, who will be working with Representative Sewell, was present and briefed the Commission regarding the request. After discussion, the Commission agreed that office space in Annex III could be used by Representative Sewell, if she provided a preclearance letter. Deputy Administrator Mitchell agreed to provide the Commission with a cost estimate for modifying the space at the next meeting.

Administrator Mims presented a list of organizational boards on which the County Commissioners or Commission staff serves. During discussion, the Commissioners informed the Administrator as to which boards they desired to serve.

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals.

Administrator Mims presented a Population Report for November 2012 for the Mac Sim Butler Detention Facility.

Administrator Mims presented a Census and Fiscal Report for November 2012 for Community Corrections.

Administrator Mims informed the Commission that Montgomery County Board of Registrars board member Guice Slawson, Jr., has resigned and Ms. Cindy Sahlie has been appointed his replacement effective December 3, 2012.

Administrator Mims noted employees who have submitted a Notice of Application for Retirement Allowance.

Administrator Mims briefed the Commission regarding an offer from Charles Hollar with Southeast Management to renew the lease agreement for the Probate Office at Capitol Plaza for a two year period, under the same terms and conditions as the prime lease and supported by the sixth amendment to that lease. Additionally, he offered the option to terminate the Lease at any time provided they are notified in writing ninety (90) days prior to termination. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims reminded the Commission that that at the last meeting, Mayor Strange requested that the County issue a Letter of Interest regarding the utilization of space in the Mall. After discussion, the Commission agreed to issue a Letter of Intent, stating that the amount of square footage needed has not been determined. Also, the letter was to communicate the square footage rates that the County currently pays.

Deputy Administrator Mitchell informed the Commission that the County Sheriff's Offices for Bibb, Lowndes and Macon Counties had requested to purchase surplus vehicles from the Montgomery County Sheriff's Office.

After discussion, the Commission agreed that the County continue to place surplus vehicles on GovDeals.com, from which these Sheriffs could bid.

COMMENTS FROM MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Manager of Public Affairs DiDi Henry briefed the Commission on upcoming events. She noted that Congresswoman Terri Sewell's Eggs & Issues Breakfast is scheduled for Friday, January 11, 2013, and that Congressman Richard Shelby's Eggs & Issues Breakfast would be on Monday, February 4, 2013 – which would conflict with the County Commission meeting time. The Commission said that at the next meeting, they would discuss adjusting the County Commission meeting time on February 4th, so as to attend the breakfast.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a letter from David H. Tyner, Sr., protesting the security guard bid. He noted that Mr. Tyner was the low bidder but was not awarded the bid because he did not have the required insurance certificates. Administrator Mims also stated that Mr. Tyner did not follow the bid protest procedures.

ADJOURNMENT

Commissioner Ingram made a motion to adjourn the meeting of the Montgomery County Commission on December 17, 2012, at 12:10 p.m. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

Agenda

DEC 17 2012

12-17-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 12-07-12

Check Number	To	Check Number
231655		231713
Total Checks Paid		\$86,916.68

CHECK #	PAYEE	AMOUNT	DATE
231653	Waste Away Group	\$ 126.00	11/29/12
231654	Stivers Ford Lincoln Mercury	\$54,112.00	12/03/12

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 12-07-12

Check Number	To	Check Number
231714		231791
Total Checks Paid		\$360,465.25

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

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 12-14-12

Check Number	To	Check Number
231793		231885
Total Checks Paid		\$352,236.51

CHECK #	PAYEE	AMOUNT	DATE
231792	Southland International Trucks, Inc.	\$ 75,383.87	12/12/12

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 12-14-12

Check Number	To	Check Number
231886		231967
Total Checks Paid		\$527,129.38

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

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID**

**CHECKS ARE DATED
12/14/12**

Payroll Check Number	114670	To	Payroll Check Number	114800	\$ 85,919.61
Direct Deposits					\$ 791,446.76
Payroll Check Number	114801	To	Payroll Check Number	114824	\$ 249,183.85
Direct Deposits					\$ 323,427.17
Federal Deposits					\$ 293,991.67
Total Payroll Paid					\$ 1,743,969.06

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

**MONTGOMERY COUNTY COMMISSION
AUTHORIZING RESOLUTION**

BE IT RESOLVED AND ORDERED by the Montgomery County Commission (the "Commission"), which is the governing body of Montgomery County in the State of Alabama (the "County") as follows:

Section 1. The Commission has ascertained and does hereby find and declare as follows:

(a) the County has previously transferred and conveyed certain land, certain buildings and improvements and various items of furniture, furnishings, equipment and other personal property (all of the foregoing being herein together called the "Original Project") to The Montgomery County Public Building Authority, an Alabama public corporation (herein called the "Authority");

(b) the County has heretofore leased the Original Project from the Authority pursuant to a Lease Agreement dated as of August 1, 2006 (herein called the "Original Lease"), between the Authority and the County;

(c) in order to finance the costs of acquiring, constructing and equipping the Original Project, the Authority has heretofore issued and sold its Revenue Warrants (Montgomery County Facilities Project), Series 2006, dated August 1, 2006 (herein called the "Series 2006 Warrants"), originally issued in the aggregate principal amount of \$73,280,000 and now outstanding in the aggregate principal amount of \$68,225,000;

(d) the Series 2006 Warrants are payable solely from the rentals paid to the Authority by the County under the Original Lease;

(e) the County can realize a reduction in its annual rental payments with respect to the Original Project by refunding and retiring a portion of the Series 2006 Warrants, and the County has therefore requested the Authority to refund and retire a portion of the Series 2006 Warrants;

(f) the County has also requested the Authority to acquire the parcel of land in the County (herein called the "Youth Facility Site") on which the county youth facility building (herein called the "Youth Facility Building") is situated, to make certain renovations and improvements to the Youth Facility Building, and to acquire and install in or around the Original Project or the Youth Facility Building various items of furniture, furnishings and equipment (herein called the "New Project Equipment"), all for use and occupancy by the County and its agencies;

(g) the Authority is willing to acquire the Youth Facility Site and the Youth Facility Building, to make such renovations and improvements to the Youth Facility Building, and to acquire and install the New Project Equipment in or around the Original Project or the Youth Facility Building, all for lease to the County, and also to refund a portion of the Series 2006 Warrants as requested by the County, but only if the County will lease the Youth Facility Site, the Youth Facility Building and the New Project Equipment (which are herein together called the "Project Improvements") from the Authority pursuant to the Original Lease, as supplemented and amended by the First Supplemental Lease Agreement hereinafter described;

(h) the County is willing to lease the Project Improvements from the Authority pursuant to the Original Lease, as supplemented and amended by the aforesaid First Supplemental Lease Agreement;

(i) it is therefore appropriate and desirable for the County to approve the issuance of the Series 2012 Warrants hereinafter described and also lease the Project Improvements from the Authority in accordance with the provisions of the Original Lease, as supplemented by the First Supplemental Lease Agreement authorized in Section 4 of this resolution, and to enter into such other agreements and to take such other actions as may be authorized herein; and

(j) that the Authority is a public corporation that was organized pursuant to the provisions of Chapter 15 of Title 11 of the Code of Alabama 1975 by a certificate of incorporation (the "Original Certificate") filed in the office of the Judge of Probate of the County on June 22, 2006, and there recorded in Corporation Book 264 at page 990, et seq.; that the President of the Authority and the Secretary of the Authority have filed with the Commission an application in writing for authorization to restate the Original Certificate of the Authority; that there was attached to said application a certified copy of a resolution adopted by the Board of Directors of the Authority proposing the requested restatement of the Original Certificate; that a copy of said application, including the attached certified resolution, has been presented to the meeting of the Commission at which this resolution and order is adopted (which copy shall be attached to the minutes of such meeting as Exhibit I and which is hereby adopted in all respects as if set out in full herein); that the contents of said application have been reviewed by the Commission; and that it is advisable that the Original Certificate be restated in the manner described in said application.

Section 2. The aforesaid application to restate the Original Certificate is hereby allowed and the President of the Authority and the Secretary of the Authority are hereby authorized and directed to execute the proposed restatement of the Original Certificate and to file and record such restatement in the office of the Judge of Probate of Montgomery County, Alabama. The form of Restated Certificate of Incorporation contained in the aforesaid resolution adopted by the Board of Directors of the Authority is hereby approved.

Section 3. The County is hereby authorized (i) to convey to the Authority, by one or more statutory warranty deeds, title to the Youth Facility Site and the improvements situated thereon, and (ii) if and to the extent deemed appropriate, to transfer to the Authority, by appropriate bill of sale and assignment, all of the County's right, title and interest in and to items of personal property used in or around the Youth Facility Building, all in consideration of the issuance of the Series 2012 Warrants hereinafter described and the related undertakings by the Authority. The Chairman or Vice Chairman of the Commission is hereby authorized and directed to execute and deliver, for and in the name and behalf of the County, the said statutory warranty deeds and the said bill of sale and assignment, in such form as he, acting with the advice of counsel to the Commission, shall determine to be appropriate. The Clerk of the Commission is hereby authorized and directed to affix the official seal of the County to each of said instruments and to attest the same. The said instruments shall be delivered to the Authority simultaneously with the issuance of said Series 2012 Warrants by the Authority.

Section 4. The County is hereby authorized to lease the Project Improvements from the Authority pursuant to the Original Lease, as supplemented and amended by the aforesaid First Supplemental Lease Agreement (which is herein called the "First Supplemental Lease"). The First Supplemental Lease shall be in substantially the form presented to the meeting at which this resolution is adopted (which form shall be attached to the minutes of such meeting as Exhibit II and which is hereby adopted in all respects as if set out in full herein), with such changes, not inconsistent with the provisions hereof, as the Chairman of the Commission, acting with the advice of counsel to the County, shall determine to be necessary or desirable in order to consummate the transactions authorized by this resolution. The determination of the definitive form of the First Supplemental Lease by the said Chairman shall be conclusively established by his execution of such document. The Chairman of the Commission is hereby authorized and directed to execute and deliver the First Supplemental Lease for and in the name and behalf of the County, and the Clerk of the Commission is hereby authorized and directed to affix the official seal of the County to the Lease and to attest the same.

Section 5. The County recognizes that the Authority proposes (i) to issue its Revenue Refunding Warrants (Montgomery County Facilities Project) Series 2012, to be dated December 1, 2012 (herein called the "Series 2012 Warrants") in the aggregate principal amount of \$9,985,000 in order to refund a portion of the Series 2006 Warrants and to pay the costs of the Project Improvements, and (ii) to sell the Series 2012 Warrants to Merchant Capital, L.L.C. and First Tuskegee Bank (herein called the "Underwriters") pursuant to a Warrant Purchase Agreement among the Underwriters, the Authority and the County in the form presented to the meeting at which this resolution is adopted (which form shall be attached to the minutes of such meeting as Exhibit III and which is hereby adopted in all respects as if set out in full herein). The Chairman of the Commission is hereby authorized and directed to execute and deliver said Warrant Purchase Agreement for and in the name and behalf of the County.

Section 6. The Chairman of the Commission is hereby authorized and directed to execute and deliver, for and on behalf of the County, an Official Statement (herein called the "Official Statement"), with respect to the Series 2012 Warrants, said Official Statement to be in substantially the form presented to the meeting at which this resolution is adopted (which form shall be attached to the minutes of said meeting as Exhibit IV and which is hereby adopted in all

respects as if the same were set out in full herein), with such changes as the said Chairman shall determine to be necessary or desirable in order to describe accurately the Series 2012 Warrants and all other aspects of the transactions authorized by this resolution, the determination by the said chairman of any changes to the Official Statement to be conclusively established by his execution thereof. The use of the Official Statement by the Authority and the Underwriters in connection with the offering and sale of the Series 2012 Warrants is hereby authorized and approved.

Section 7. The Chairman or the Vice Chairman of the Commission and the Clerk of the Commission are hereby authorized and directed to execute, deliver, seal and attest such other ancillary documents and certificates as may be necessary to carry out fully the leasing, refunding and other transactions hereinabove authorized.

Section 8. The Commission does hereby find and determine that the reasonably anticipated amount of tax-exempt obligations which will be issued by the County and all subordinate entities thereof during the current calendar year does not exceed \$10,000,000. Pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986 the County does hereby designate the Series 2012 Warrants as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the said Internal Revenue Code of 1986.

4699053_1

Donald Mims

From: Ezell, Mark E. [mee@hsy.com]
Sent: Friday, December 14, 2012 11:29 AM
To: Donald Mims
Cc: Tammy Nix
Subject: Montgomery County PBA---resolution of County Commission
Attachments: 4699053_1.DOC

I have attached a copy of the Commission resolution with the draft stamp removed and the blank in Section 5 filled in.

CONFIDENTIALITY NOTICE: This e-mail and any attachments may contain confidential information that is legally privileged. Do not read this e-mail if you are not the intended recipient. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any information contained in or attached to this e-mail is strictly prohibited. If you have received this e-mail in error, please immediately notify us by replying to the sender or calling the sender at (205) 251-1000 and destroy the original email and its attachments without reading or saving it. Thank you.

TAX ADVICE DISCLOSURE: Unless expressly stated otherwise above, (i) nothing contained in or attached to this e-mail was intended or written to be used, and nothing in it may be used or relied upon, by you or any other taxpayer for the purpose of avoiding penalties that may be imposed under the Internal Revenue Code; (ii) nothing contained in or attached to this e-mail may be used by any person to support the promotion or marketing of, or to recommend, any transaction or matter addressed in this e-mail; and (iii) if this email or any attachment expressly states that it was written to support the promotion or marketing of any transaction or matter, any taxpayer reading this e-mail should seek advice based on such taxpayer's particular circumstances from an independent tax advisor with respect to such transaction or matter.

Central Alabama Regional Planning
And Development Commission Board

Members:

Term Expires:

Jiles Williams, Jr.
944 Alma Drive
Montgomery, AL 36108

11/13/2012

Donald L. Mims
County Administrator

11/13/2012

John A. Mitchell, Sr.
Deputy County Administrator

11/13/2012

James Williams
Montgomery County Parks and Recreation Department

11/13/2012

George C. Speake
Montgomery County Engineering Department

11/13/2012

James Kelly
Montgomery County Engineering Department

11/13/2012

THE TERM OF OFFICE OF THE CARPDC BOARD MEMBERS RUNS
CONCURRENTLY WITH THE OFFICE OF THE COUNTY COMMISSION

Term: 4 years

Montgomery Community Action Agency

Members:

Term Expires:

Addre Bryant
3706 Menlo Court
Montgomery, AL 36116

11/13/2012

Willie J. Parker
3207 Woodley Road
Montgomery, AL 36116

11/13/2012

Melanie Bicatel-Wilson
5730 Wares Ferry Road
Montgomery, AL 36117
(334) 395-6760

11/13/2012

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

11/13/2012

Term: 4 years

**BETTS APPRAISAL SERVICE
IRA BETTS**

LL2012033
File No. **LL2012033**

APPRAISAL OF

1.5 ACRES OF LAND

LOCATED AT:

**8440 U S HWY 331
MONTGOMERY, AL, 36105-6007**

FOR:

**MR DONNIE MIMS COUNTY ADMINISTRATOR
P O BOX 1667
MONTGOMERY, AL 36102-1667**

BORROWER:

NONE

AS OF:

October 25, 2012

BY:

**IRA BETTS IFAS
G00087**

BETTS APPRAISAL SERVICE
IRA BETTS

LL2012033
File No. LL2012033

DONNIE MIMS
MR DONNIE MIMS COUNTY ADMINISTRATOR
P O BOX 1667
MONTGOMERY, AL 36102-1667

File Number. LL2012033

In accordance with your request, I have appraised the real property at:

8440 U S HWY 331
MONTGOMERY, AL., 36105-6007

The purpose of this appraisal is to develop an opinion of the market value of the subject property, as vacant.
The property rights appraised are the fee simple interest in the site

In my opinion, the market value of the property as of **October 25, 2012** is:

\$18,000
Eighteen Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions,
final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.



IRA BETTS IFAS
G00087

**INFORMATION
LAND APPRAISAL REPORT**

LL2012033 File No. LL2012033

Property Address: 8440 U S HWY 331		County: MONTGOMERY State: AL Zip Code: 36105-6007		Census Tract: 0059.01	
City: MONTGOMERY		County: MONTGOMERY		State: AL	
Tract Description: 1.5 ACRES +/- SECTION 6 T 14N R 18E		Map Reference: NA		Property Rights Appraised: ☒ Fee Simple	
Owner/Occupant: H WINSTON PIRTLE, SR		Date of Sale: NA		Mortgage Type: ☐ Conventional (HUD/VA)	
Sale Price: NA		Date of Sale: NA		Mortgage Amount: \$	
Loan charges/concessions to be paid by seller: NA		Tax Year: 2012 HOA \$/Mo: NA		Mortgage Type: ☐ Unsecured Points and Other Concessions	
P.E. Taxes: \$ 147.32		Lender/Client: MR DONNIE MIMS COUNTY ADMINISTRATOR		Paid by Seller: \$	
P.O. BOX 1667, MONTGOMERY, AL 36102-1667				Subject: NA	

LOCATION ☒ Urban ☐ Suburban ☒ Rural ☒ Over 75% ☐ 25-75% ☐ Under 25%		NEIGHBORHOOD ANALYSIS Employment Stability: ☒ Yes ☐ No Convenience to Employment: ☒ Yes ☐ No Convenience to Shopping: ☒ Yes ☐ No Convenience to Schools: ☒ Yes ☐ No Adequacy of Public Transportation: ☒ Yes ☐ No Recreation Facilities: ☒ Yes ☐ No Adequacy of Facilities: ☒ Yes ☐ No Property Compatibility: ☒ Yes ☐ No Protection from Environmental Cont: ☒ Yes ☐ No Public & Law Protection: ☒ Yes ☐ No General Appearance of Property: ☒ Yes ☐ No Appeal to Market: ☒ Yes ☐ No	
BUILT UP ☒ Over 75% ☐ 25-75% ☐ Under 25%		☒ Stable ☐ Slow ☐ Declining	
GROWTH RATE ☐ Rapid ☒ Stable ☐ Slow ☐ Declining		☐ Over Supply ☐ Under Supply	
PROPERTY VALUES ☐ Increasing ☒ Stable ☐ Decreasing		☐ Over 3 Mos ☐ Under 3 Mos	
DEMAND/SUPPLY ☐ Shortage ☒ In Balance ☐ Over Supply		☐ Over 3 Mos ☐ Under 3 Mos	
MARKETING TIME ☐ Over 3 Mos ☐ Under 3 Mos			

PRESENT LAND USE % Single Family: 35% 2-4 Family: 0% Multi Family: 0% Commercial: 0% Industrial: 0% Vacant: 65%		LAND USE CHANGE Not Likely: ☒ Likely: ☐ In process: ☐ To: NA		PREDOMINANT OCCUPANCY Owner: ☒ Tenant: ☐ Vacant (0-5%): ☒ Vacant (over 5%): ☐	
SINGLE FAMILY HOUSING PRICE: 60 Low NEW AGE: 450 High 75 Predominant: 150 5-35					

Note: Race or the racial composition of the neighborhood are not considered reliable appraisal factors. COMMENTS: SOUTH MONTGOMERY COUNTY IS A SOUTH OF THE CITY INCLUDING HOPE HULL, SNOWDOWN PINTLALA AND OTHER SMALL COMMUNITIES. THE AREA HAS BECOME MORE POPULAR FOR BUYERS WANTING SMALL ACREAGE HOME SITES AND FARMS. THE NEW HYUNDAI AUTO PLANT HAS POSITIVELY IMPACTED PROPERTY VALUES IN THE AREA IN THE PAST TWO YEARS.

Dimensions METES AND BOUNDS, SEE SURVEY Site Area: 1.5 ACRES Corner Lot: NO Zoning Classification: NONE Zoning Compliance: NONE HIGHEST & BEST USE: Present Use: YES Other Use: NA		Topography Rolling: ROLLING Size: TYPICAL Shape: IRREGULAR Drainage: NATURAL View: AVERAGE Land-Capability: AVERAGE Driveway: GRAVEL Appurtenant Easements: NONE KNOWN FEMA Flood Hazard: Yes: ☐ No: ☒ FEMA Map/Zone: X	
UTILITIES Public: ☒ Other: ☐ Electricity: ☒ Gas: ☐ Water: ☒ Sanitary Sewer: ☐ Storm Sewer: ☐		SITE IMPROVEMENTS Type: PAVED Street: ☒ Curb/Gutter: ☐ Sidewalk: ☐ Street Lights: ☐ Alley: ☐	

Comments: Apparent adverse easements, encroachments, special assessments, slide areas, etc.) **NO KNOWN ADVERSE EASEMENTS OR ENCROACHMENTS. NORMAL UTILITY EASEMENTS. THERE IS AN OLD DWELLING ON THE SUBJECT SITE THAT IS GIVEN NO VALUE BECAUSE OF CONDITION. THE SITE HAS TWO DRIVEWAY ENTRANCES ONTO HWY 331.**

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	8440 U S HWY 331 MONTGOMERY, AL 36105	8308 HWY 331 MONTGOMERY, AL 36105	1794 BUTLER MILL RD MONTGOMERY, AL 36105	1794 BUTLER MILL RD MONTGOMERY, AL 36105
Proximity to Subject		0.12 miles NW	0.83 miles SW	0.83 miles SW
Sales Price	\$ NA	\$ 72,000	\$ 46,000	\$ 55,000
Price PER ACRE	\$ NA	\$ 6,383	\$ 11,302	\$ 11,828
Data Source	INSPEC/COUNT	MLS/BROKER	MLS/BROKER	MLS/BROKER
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing	CASH	CASH	CASH	CASH
Concessions	NA	NA	NA	NA
Date of Sale/Term	NA	CLOSED 5-11	CLOSED 12-09	CLOSED 7-10
Location	HWY /RURAL	HWY/RURAL	INFERIOR	INFERIOR
Site View	1.5 ACRES	11.28 ACRES	4.07 ACRES	4.65 ACRES
IMPROVEMENTS	NONE	NONE	NONE	NONE
FRONTAGE	PAVED	PAVED	PAVED	PAVED
HWY CROSSING	GOOD	AVERAGE	GOOD	GOOD
Net Adj. (total)		(X) \$ 4,600	(X) \$ 1,600	(X) \$ 1,600
Indicated Value of Subject		Gross 72.1 Net 72.1	Gross 13.3 Net 13.3	Gross 12.7 Net 12.7
Comments of Sales Comparison	See Attached Addendum.			

Comments and Conditions of Appraisal: **THE INCOME AND COST APPROACH ARE NOT APPLICABLE IN THIS CASE.**

Final Reconciliation: **CONSIDERING ALL DATA GIVEN AND CURRENT MARKET CONDITIONS IN THE SUBJECT AREA A VALUE OF \$12,000 PER ACRE IS CONSIDERED REASONABLE FOR THE SUBJECT PROPERTY.**

(I/WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF **October 25, 2012** to be \$ **18,000**

(I/WE) certify that to the best of my (our) knowledge and belief, the facts and data used herein are true and correct, that I (we) personally inspected the subject property and inspected all comparable sales cited in this report, and that I (we) have no undisclosed interest, present or prospective, therein.

Appraiser(s): **IRA BETTS IFAS** Review Appraiser: **NA** (if applicable) ☐ Did ☐ Did Not Inspect Property

Property 1 and 2 are of No G00087

INFORMATION
LAND APPRAISAL REPORT

LL2012033
File No. LL2012033

The undersigned has received three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reactions to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject. If a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	SUBJECT	COMPARABLE NO. 4	COMPARABLE NO. 5	COMPARABLE NO. 6
Address	8440 U S HWY 3 MONTGOMERY	8400 BLOCK OF HWY 331 MONTGOMERY, AL 36105		
Proximity to Subject		0.04 miles N		
Sales Price	\$ NA	\$ 42,240	\$	\$
Price/PER ACRE	\$ NA	\$ 8,000	\$	\$
Data Source	INSP/EC/COUNT			
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing		CASH		
Concessions		NA		
Date of Sale/Time	NA	CLOSED 11-08		
Location	HWY /RURAL	INFERIOR		
Size/View	1.5 ACRES	5.28 ACRES		
IMPROVEMENTS	NONE	NONE		
FRONTAGE	PAVED	DIRT		
HWY CROSSING	GOOD	NONE		
Net Adj. (total)		☒ - ☐ \$ 4,000	☒ - ☐ \$	☒ - ☐ \$
Indicated Value		Gross: 50.0	Gross:	Gross:
of Subject		Net: 50.0 \$ 12,000	Net:	Net:

SALES COMPARISON ANALYSIS

ADDITIONAL COMMENTS

ADDENDUM

Borrower	NONE	File No	LL2012033
Property Address	8440 U S HWY 331	Case No	LL2012033
City	MONTGOMERY	State	AL
		Zip	36105-6007
Lender	MR DONNIE MIMS COUNTY ADMINISTRATOR		

Comments on Sales Comparison

COMP 1 IS NEXT DOOR, BUT NOT AS ACCESSABLE TO THE CROSSOVER AND IS MUCH LARGER ACREAGE SELLING FOR LESS PER ACRE. COMPS 2 AND 3 ARE IN THE NEIGHBORHOOD, BUT LOCATED ON A TWO LANE ROAD AND NOT AS WELL LOCATED AS THE SUBJECT. COMP 4 IS AN OLDER SALE ADJOINING THE SUBJECT WITH NO ROAD FRONTAGE AND NO ACCESS TO THE CROSSOVER. THESE LAND SALES ARE ALL IN CLOSE PROXIMITY TO THE SUBJECT PROPERTY AND ARE GOOD INDICATORS OF VALUE WITH THE ADJUSTMENTS MADE.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby (1) buyer and seller are typically motivated (2) both parties are well informed or well advised, and each acting in what he considers his own best interest, (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto, and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area, these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower, the mortgagee or its successors and assigns, the mortgage insurer, consultants, professional appraisal organizations, any state or federally approved financial institution, or any department, agency, or instrumentality of the United States or any state or the District of Columbia, except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

LL2012033
File No. LL2012033

APPRAISERS CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report, therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 8440 U S HWY 331, MONTGOMERY, AL, 36105-6007

APPRAISER:

Signature: 
Name: IRA BETTS IFAS
Date Signed: 10/31/2012
State Certification #: G00087
or State License #: _____
State: AL
Expiration Date of Certification or License: 9-30-13

SUPERVISORY APPRAISER (only if required)

Signature: _____
Name: NA
Date Signed: _____
State Certification #: _____
or State License #: _____
State: _____
Expiration Date of Certification or License: _____

☐ Did ☐ Did Not Inspect Property

G00087

INFORMATION
USPAP ADDENDUM

LL2012033
Form LL2012033

Borrower: NONE			
Property Address: 8440 U S HWY 331			
City: MONTGOMERY	County: MONTGOMERY	State: AL	Zip Code: 36105-6007
Lender: MR DONNIE MIMS COUNTY ADMINISTRATOR			

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

- ☐ **Self Contained** (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ **Summary** (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☒ **Restricted Use** (A written report prepared under Standards Rule 2-2(c), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

- I certify that, to the best of my knowledge and belief:
- The statements of fact contained in this report are true and correct.
 - The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal impartial and unbiased professional analyses, opinions, and conclusions.
 - Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
 - Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
 - I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
 - My engagement in this assignment was not contingent upon development or reporting of predetermined results.
 - My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
 - My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
 - Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
 - Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Comments on Appraisal and Report Identification

Note any uspap-related issues requiring disclosure and any state mandated requirements.

THIS ASSIGNMENT WAS MADE SUBJECT TO THE REGULATIONS OF THE STATE OF ALABAMA REAL ESTATE APPRAISERS BOARD. THE UNDERSIGNED STATE LICENSED APPRAISER HAS MET THE REQUIREMENTS OF THE BOARD THAT WILL ALLOW THIS REPORT TO BE REGARDED AS A "CERTIFIED APPRAISAL". THE SOURCE OF THE VALUE DEFINITION IS DERIVED FROM LANGUAGE IN THE USPAP HANDBOOK UNDER DEFINITIONS AND IN STANDARD2(v).

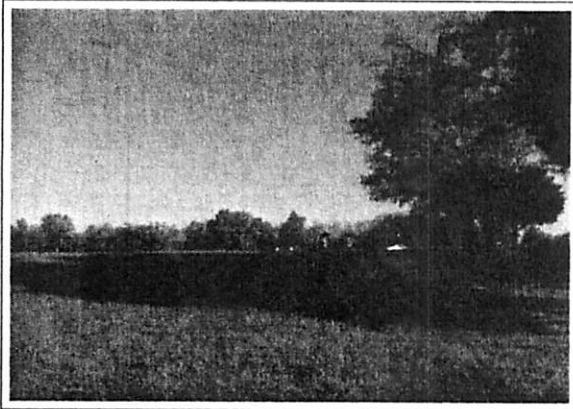
Reasonable Exposure Time

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: **6 to 24 MONTHS**

APPRAISER		SUPERVISORY APPRAISER (only if required)	
Signature: 		Signature: _____	
Name: IRA BETTS IFAS		Name: NA	
Date Signed: 10/31/2012		Date Signed: _____	
State Certification #: G00087		State Certification #: _____	
or State License #: _____		or State License #: _____	
State: AL		State: _____	
Expiration Date of Certification or License: 9-30-13		Expiration Date of Certification or License: _____	
Effective Date of Appraisal: October 25, 2012		Supervisory Appraiser inspection of Subject Property ☐ Did Not ☐ Exterior only from street ☐ Interior and Exterior	

SUBJECT PROPERTY

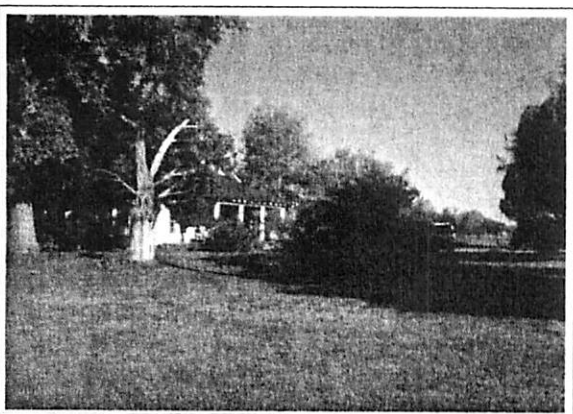
Borrower: NONE	File No: LL2012033
Property Address: 8440 U S HWY 331	Case No: LL2012033
City: MONTGOMERY	State: AL Zip: 36105-6007
Lender: MR DONNIE MIMS COUNTY ADMINISTRATOR	



LAND SCENE



LAND SCENE



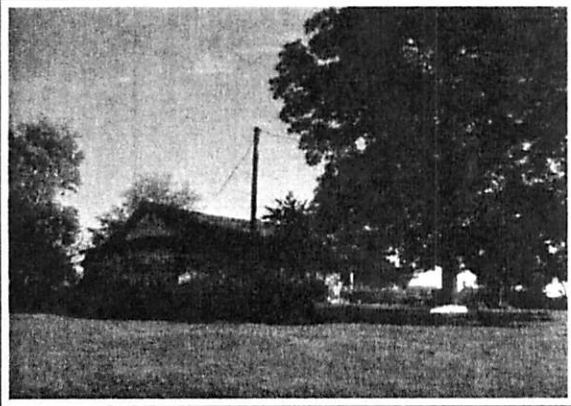
LAND SCENE

Photos are of the property shown on the map.

10/11/2012

SUBJECT PROPERTY

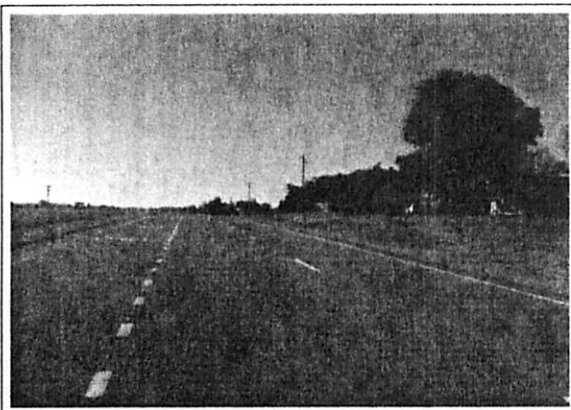
Borrower: NONE	File No: LL2012033
Property Address: 8440 U S HWY 331	Case No: LL2012033
City: MONTGOMERY	State: AL Zip: 36105-6007
Lender: MR DONNIE MIMS COUNTY ADMINISTRATOR	



LAND SCENE



LAND SCENE



ROAD SCENE

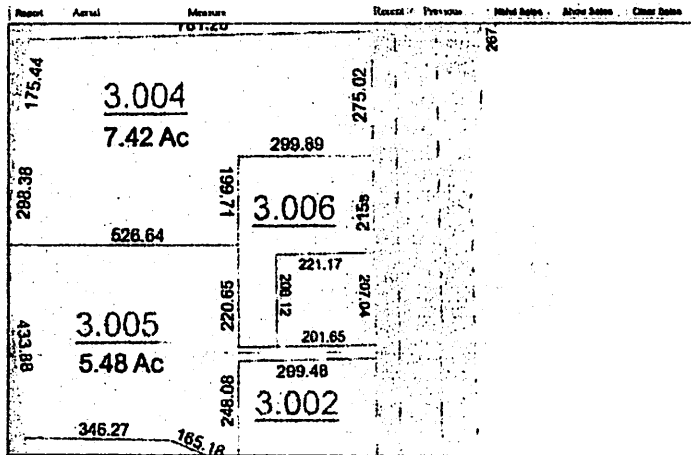
Photo by John M. Johnson - 800-448-9999 www.starphoto.com

PHOTO SCENE 1

PLAT MAP

Borrower: NONE	File No.: LL2012033
Property Address: 8440 U S HWY 331	Case No.: LL2012033
City: MONTGOMERY	State: AL Zip: 36105-6007
Lender: MR DONNIE MIMS COUNTY ADMINISTRATOR	

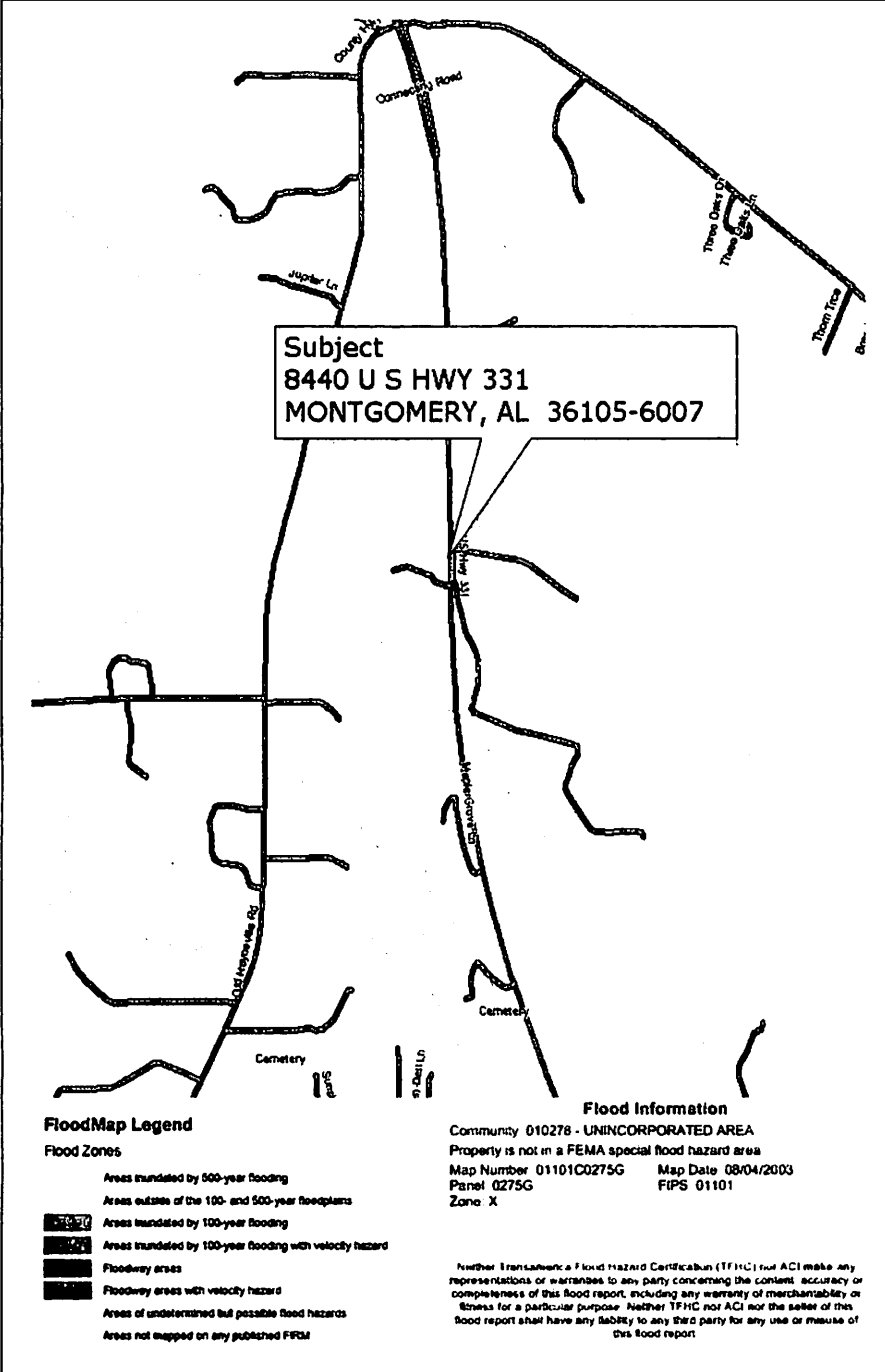
Page 1 of 1



http://revco.mc-ala.org/CA_PTMaps.aspx?ParcelNum=21 03 06 0 000 003.006&Record... 10/30/2012

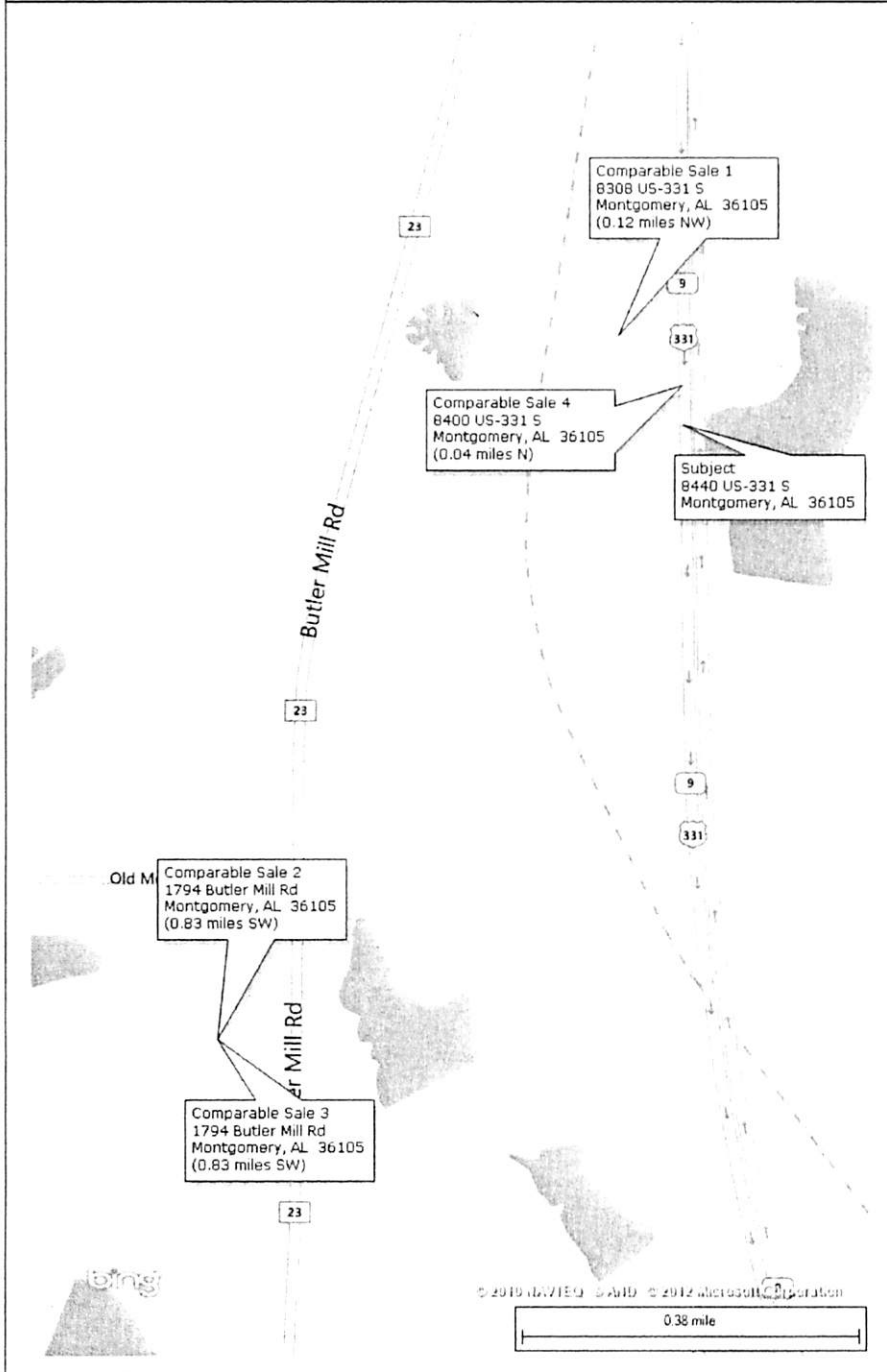
FLOOD MAP

Borrower: NONE
 Property Address: 8440 U S HWY 331
 City: MONTGOMERY
 Lender: MR DONNIE MIMS COUNTY ADMINISTRATOR
 File No: LL2012033
 Case No: LL2012033
 State: AL
 Zip: 36105-6007



LOCATION MAP

Borrower: NONE	File No: LL2012033
Property Address: 8440 U S HWY 331	Case No: LL2012033
City: MONTGOMERY	State: AL
Lender: MR DONNIE MIMS COUNTY ADMINISTRATOR	Zip: 36105-6007



ENVIRONMENTAL ADDENDUM
APPARENT* HAZARDOUS SUBSTANCES AND / OR DETRIMENTAL ENVIRONMENTAL CONDITIONS
INFORMATION

Case No. **LL2012033**
File No. **LL2012033**

Borrower/Client **NONE**
Address **8440 U S HWY 331**
City **MONTGOMERY** County **MONTGOMERY** State **AL** Zip code **36105-6007**
Lender **MR DONNIE MIMS COUNTY ADMINISTRATOR**

*Apparent is defined as that which is visible, obvious, evident or manifest to the appraiser.

This Universal Environmental Addendum is for use with any real estate appraisal. Only the statements which have been checked by the appraiser apply to the property being appraised.

This addendum reports the results of the appraiser's routine inspection of and inquiries about the subject property and its surrounding area. It also states what assumptions were made about the existence (or nonexistence) of any hazardous substances and/or detrimental environmental conditions. The appraiser is not an expert environmental inspector and therefore might be unaware of existing hazardous substances and/or detrimental environmental conditions which may have a negative effect on the safety and value of the property. It is possible that tests and inspections made by a qualified environmental inspector would reveal the existence of hazardous materials and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.

DRINKING WATER

- ☐ Drinking Water is supplied to the subject from a municipal water supply which is considered safe. However, the only way to be absolutely certain that the water meets published standards is to have it tested at all discharge points.
- ☐ Drinking Water is supplied by a well or other non-municipal source. It is recommended that tests be made to be certain that the property is supplied with adequate pure water.
- ☐ Lead can get into drinking water from its source, the pipes, at all discharge points, plumbing fixtures, and/or appliances. The only way to be certain that water does not contain an unacceptable lead level is to have it tested at all discharge points.
- ☒ The value estimated in this appraisal is based on the assumption that there is an adequate supply of safe, lead-free Drinking Water.

Comments: _____

SANITARY WASTE DISPOSAL

- ☐ Sanitary Waste is removed from the property by a municipal sewer system.
- ☐ Sanitary Waste is disposed of by a septic system or other sanitary on-site waste disposal system. The only way to determine that the disposal system is adequate and in good working condition is to have it inspected by a qualified inspector.
- ☒ The value estimated in this appraisal is based on the assumption that the Sanitary Waste is disposed of by a municipal sewer or an adequate property permitted alternate treatment system in good condition.

Comments: _____

SOIL CONTAMINANTS

- ☐ There are no apparent signs of Soil Contaminants on or near the subject property (except as reported in Comments below). It is possible that research, inspection and testing by a qualified environmental inspector would reveal existing and/or potential hazardous substances and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.
- ☒ The value estimated in this appraisal is based on the assumption that the subject property is free of Soil Contaminants.

Comments: _____

ASBESTOS

- ☐ All or part of the improvements were constructed before 1979 when Asbestos was a common building material. The only way to be certain that the property is free of friable and non-friable Asbestos is to have it inspected and tested by a qualified Asbestos inspector.
- ☐ The improvements were constructed after 1979. No apparent friable Asbestos was observed (except as reported in Comments below).
- ☒ The value estimated in this appraisal is based on the assumption that there is no uncontained friable Asbestos or other hazardous material on the property.

Comments: _____

PCBs (POLYCHLORINATED BIPHENYLS)

- ☐ There were no apparent leaking fluorescent light ballasts, capacitors or transformers anywhere on or nearby the property (except as reported in Comments below).
- ☐ There was no apparent visible or documented evidence known to the appraiser of soil or groundwater contamination from PCBs anywhere on the property (except as reported in Comments below).
- ☒ The value estimated in this appraisal is based on the assumption that there are no uncontained PCBs on or nearby the property.

Comments: _____

RADON

- ☐ The appraiser is not aware of any Radon tests made on the subject property within the past 12 months (except as reported in Comments below).
- ☐ The appraiser is not aware of any indication that the local water supplies have been found to have elevated levels of Radon or Radium.
- ☐ The appraiser is not aware of any nearby properties (except as reported in Comments below) that were or currently are used for uranium, thorium or radium extraction or phosphate processing.
- ☒ The value estimated in this appraisal is based on the assumption that the Radon level is at or below EPA recommended levels.

Comments: _____

PAGE 1 of 2
Printed on 04/15/2013 10:40:13 AM
Ira Betts

INFORMATION

Case No. LL2012033
 File No. LL2012033

USTs (UNDERGROUND STORAGE TANKS)

- ☐ There is no **apparent** visible or documented evidence known to the appraiser of any USTs on the property nor any known historical use of the property that would likely have had USTs.
- ☐ There are no **apparent** petroleum storage and/or delivery facilities (including gasoline stations or chemical manufacturing plants) located on adjacent properties (except as reported in Comments below).
- ☐ There are **apparent** signs of USTs existing now or in the past on the subject property. It is recommended that an inspection by a qualified UST inspector be obtained to determine the location of any USTs together with their condition and proper registration if they are active, and if they are inactive, to determine whether they were deactivated in accordance with sound industry practices.
- ☒ The value estimated in this appraisal is based on the assumption that any functioning USTs are not leaking and are properly registered and that any abandoned USTs are free from contamination and were properly drained, filled and sealed.

Comments:

NEARBY HAZARDOUS WASTE SITES

- ☐ There are no **apparent** Hazardous Waste Sites on the subject property or nearby the subject property (except as reported in Comments below). Hazardous Waste Site search by a licensed environmental engineer may determine that there is one or more Hazardous Waste Sites on or in the area of the subject property.
- ☒ The value estimated in this appraisal is based on the assumption that there are no Hazardous Waste Sites on or nearby the subject property that negatively affect the value or safety of the property.

Comments:

UREA FORMALDEHYDE (UFFI) INSULATION

- ☐ All or part of the improvements were constructed before 1982 when UREA foam insulation was a common building material. The only way to be certain that the property is free of UREA formaldehyde is to have it inspected by a qualified UREA formaldehyde inspector.
- ☐ The improvements were constructed after 1982. No **apparent** UREA formaldehyde materials were observed (except as reported in Comments below).
- ☒ The value estimated in this appraisal is based on the assumption that there is no significant UFFI insulation or other UREA formaldehyde material on the property.

Comments:

LEAD PAINT

- ☐ All or part of the improvements were constructed before 1980 when Lead Paint was a common building material. There is no **apparent** visible or known documented evidence of peeling or flaking Lead Paint on the floors, walls or ceilings (except as reported in Comments below). The only way to be certain that the property is free of surface or subsurface Lead Paint is to have it inspected by a qualified inspector.
- ☐ The improvements were constructed after 1980. No **apparent** Lead Paint was observed (except as reported in Comments below).
- ☒ The value estimated in this appraisal is based on the assumption that there is no flaking or peeling Lead Paint on the property.

Comments:

AIR POLLUTION

- ☐ There are no **apparent** signs of Air Pollution at the time of the inspection nor were any reported (except as reported in Comments below). The only way to be certain that the air is free of pollution is to have it tested.
- ☒ The value estimated in this appraisal is based on the assumption that the property is free of Air Pollution.

Comments:

WETLANDS/FLOODPLAINS

- ☐ The site does not contain any **apparent** Wetlands/Flood Plains (except as reported in Comments below). The only way to be certain that the site is free of Wetlands/Flood Plains is to have it inspected by a qualified environmental professional.
- ☒ The value estimated in this appraisal is based on the assumption that there are no Wetlands/Flood Plains on the property (except as reported in Comments below).

Comments:

MISCELLANEOUS ENVIRONMENTAL HAZARDS

- ☐ There are no other **apparent** miscellaneous hazardous substances and/or detrimental environmental conditions on or in the area of the site except as indicated below:
- ☐ Excess Noise
 - ☐ Radiation - Electromagnetic Radiation
 - ☐ Light Pollution
 - ☐ Waste Heat
 - ☐ Acid Mine Drainage
 - ☐ Agricultural Pollution
 - ☐ Geological Hazards
 - ☐ Nearby Hazardous Property
 - ☐ Infectious Medical Wastes
 - ☐ Pesticides
 - ☐ Others (Chemical Storage - Storage Drums, Pipelines, etc.)

- ☒ The value estimated in this appraisal is based on the assumption that there are no Miscellaneous environmental hazards (except those reported above) that would negatively affect the value of the property.

When any of the environmental assumptions made in this addendum are not correct, the estimated value in this appraisal may not be valid.

PAGE 2 of 2
 Prepared by: Ira Betts, LL2012033
 Ira Betts

STATE OF ALABAMA
COUNTY OF MONTGOMERY

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and between H. Winston Pirtle, Sr., a married person (hereinafter referred to as "Seller"), and Montgomery County Commission, a governmental entity (hereinafter referred to as "Buyer");

WITNESSETH:

1. PROPERTY. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, under and subject to the terms, conditions and provisions hereof; that certain real property initially described as follows:

A. Approximately 1.5, acres, more or less, lying and being situated in Montgomery County, Alabama, as depicted on Exhibit "A" attached hereto and made a part hereof as though set forth in full herein (hereinafter referred to as the "Property"), together with all improvements thereon, appurtenances, rights of way, privileges, easements, and other rights benefiting or pertaining to the Property and all right, title and interest, if any, of the Seller in and to any land lying in the right-of-way in front or adjoining the Property to the centerline thereof and easement for access. An exact legal description will be obtained by survey to be performed by Professional Engineering Consultants, LLC with each party paying one-half (1/2) of the cost thereof.

2. PURCHASE PRICE. The Purchase Price of the Property (the "Purchase Price") shall be Eighteen Thousand and No/100 (\$18,000.00) Dollars. The Purchase Price shall be payable as follows:

The Purchase Price, after deductions for credits and prorations as herein provided, shall be paid in full at the Closing herein provided by cashier's check or cash on the day of Closing.

3. INSPECTION PERIOD.

(a) Buyer shall have a period of ten (10) days after the Effective Date of this Agreement (the "Inspection Period") to satisfy itself as to any or all matters or conditions pertaining to the Property and the intended use and development thereof. In the event it is determined that a Phase II environmental test is required, the Inspection Period shall be extended for ninety (90) days. Seller shall deliver within seven (7) business days after the Effective Date an abstract of title to the Property updated to current date. During the Inspection Period, Buyer shall have the right to inspect the Property, to conduct land use, engineering and environmental studies and reviews with respect to the Property, to conduct a market analysis of the Property and the intended use thereof, to confirm and seek, as necessary, governmental land use approvals,

permits and licenses with respect to the Property and the intended use and development thereof. Notwithstanding anything contained herein to the contrary, in the event that Buyer determines, in its sole and absolute discretion, that the Property is not satisfactory for any reason, Buyer shall have the right to terminate this Agreement at any time, without explanation for its reason of termination, on or before the expiration of the Inspection Period by delivering to Seller its notice in writing (the "Termination Notice") and, in such event, the Earnest Money shall be refunded to Buyer, and all rights and obligations hereunder shall cease and terminate. In the event this Agreement is NOT terminated by Buyer within the Inspection Period, it shall be deemed accepted and the Earnest Money shall become nonrefundable though applicable to the Purchase price and the parties hereto shall proceed to close this sale as set forth herein; and

(b) The parties hereto agree and acknowledge that Buyer will be furnished access to the Property for the purpose of assessing its condition and allowing Buyer to make Buyer's own determination as to whether or not Buyer wishes to purchase the Property. Accordingly, by consummating this sale, the Buyer shall be conclusively deemed to have accepted the Property in its then "AS IS" condition, both as to property defects seen and unseen and conditions natural or artificial, without any warranties, express or implied (with the exception of any warranty of title provided for under the Deed) and the Buyer hereby releases and discharges the Seller and its agent; servants and employees from any and all liability or claims of liability arising from or as the result of any condition existing on, in or under the Property or any buildings or improvements thereon.

4. GOVERNMENTAL APPROVALS. Except as otherwise provided below in this Paragraph 4, Buyer is hereby authorized to seek and obtain any and all permits, license; site and development plan approvals, permits and authorizations, zoning variance approvals, curb-cut approvals, and any and all other approvals or consents as Buyer may deem necessary in connection with its proposed acquisition, development and use of the Property and Seller agrees to cooperate with Buyer in such endeavor. If any such applications, approvals or permits are required to be sought in Seller's name, Seller shall upon Buyer's request seek same without cost to Seller. As part of the consideration for Buyer's payment of the Purchase Price, Seller shall assign, transfer and convey to Buyer at Closing all permits, approvals, licenses, site and development plans affecting the Property issued in Seller's name which Buyer requests Seller to assign to Buyer and shall deliver such originals to Buyer at Closing, provided such permits, licenses, approval and plans are assignable.

5. ENTRY UPON PROPERTY. Upon execution of this Agreement, Buyer, its agents, employees, contractors and all other persons authorized by it, or any of them, are permitted to enter upon the Property and to obtain and perform such tests, studies and maps as Buyer may deem necessary or advisable including, but not limited to, percolation, soils, hazardous waste, appraisals, topographic studies, environmental, and geological tests and studies all at Buyer's cost. In the event Buyer, its agents, or its employees disturbs any portion of the Property, or the surface thereof, as a result of such entry, tests, or inspections, Buyer agrees to restore the Property to its original condition at Buyer's sole cost and expense. The provisions of this Paragraph 5 shall survive the expiration or termination of this Agreement or the Closing as the case may be.

6. BUYER'S INDEMNIFICATION. Buyer hereby indemnifies and agrees to hold harmless Seller from any and all damages, claims, costs and expenses (including, but not limited to, reasonable attorney's fees) arising from any injury or death to persons or damage or destruction to property arising from the act or omission of Buyer, its agents, employees or independent contractors, their respective agents or employees, on or near the Property. This provision shall survive the Closing.

7. CLOSING. Subject to the satisfaction of all the conditions hereof or the waiver in writing thereof by Buyer, the date of Closing shall be the date that is on or before December 31, 2012, unless such date is a Saturday, Sunday or legal holiday, in which event the date shall be extended to the next business day. The sale shall be closed in Montgomery, Alabama, at the office of Buyer's attorney. At Closing, Seller shall deliver to Buyer a Warranty Deed (the "Deed") conveying a good and merchantable, indefeasible fee simple title in and to the Property, subject to covenants, restrictions, reservations, easements and rights-of-way, if any, heretofore imposed of record affecting title to said Property and further subject to any municipal zoning ordinances now, or hereafter becoming applicable, matters of survey, and taxes and assessments hereafter becoming due against said Property. The description used in the Deed shall be one and the same and shall coincide with the legal description set forth on survey of Property to be performed by Professional Engineers Consulting, LLC. Seller shall pay at Closing, by deduction from the Purchase Price, any outstanding mortgage, lien or deed of trust and one-half (1/2) of all costs associated with this transaction except the cost of owner's title insurance. Buyer shall pay one-half (1/2) of all costs associated with this transaction in addition thereto and the premium for owner's title insurance. Ad valorem taxes shall be prorated as of Closing. Any assessments due as of closing and levied against the Property shall be paid in full by Seller at Closing. At Closing, Buyer shall pay the balance of the Purchase Price, subject to adjustments and credits as herein provided. Seller shall also execute and deliver at Closing such affidavits of title, lien and possession as may be required by Buyer, a FLRPTA Affidavit, and appropriate 1099 forms. Except for the right of entry granted herein, possession shall be given to Buyer on the date of Closing, free and clear of all tenancies and parties in possession.

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

9. ASSIGNMENT. This Agreement may NOT be assigned by Buyer.

10. ENVIRONMENTAL CONCERNS Notwithstanding anything contained in this Agreement to the contrary, in the event that, as a result of Buyer's investigation, "hazardous substance(s)", "hazardous waste(s)" or "hazardous material(s)", as defined under applicable federal or state law, or both, are found on the Property, then Buyer shall have the right, within the Inspection Period, to terminate this Agreement and to receive a return of the Earnest Money; it being a condition precedent to Buyer's obligation to purchase the Property that the results of Buyer's environmental studies, reveal that the Property is free from any and all "hazardous substance(s)", "hazardous waste(s)", or "hazardous material(s)", as defined under applicable federal or state law, or both, provided such environmental studies are performed during the Inspection Period. Buyer, its agents and representatives, are hereby authorized to perform any and all studies, tests and inquiries as it may deem appropriate or necessary in furtherance of the foregoing, including entering upon the Property, as provided in Paragraph I herein, and performing tests and studies thereon. Seller agrees that Buyer may make inquiry of pertinent governmental and administrative bodies and agencies concerning environmental violations or citations regarding the Property. Seller hereby represents, to its actual knowledge, that the Property contains no hazardous substances, wastes, or materials. In the event Seller is notified by EPA, ADEM or other similar agency with regard to the Property. Seller agrees to immediately notify Buyer regarding such notice.

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

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

11. CONDEMNATION. Seller covenants and agrees that to its actual knowledge there is no pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof nor does Seller have any knowledge that any such action is presently contemplated. Should any entity having the power of condemnation decide prior to the time of

Closing to acquire any other portion of or interest in the Property, Buyer, at Buyer's sole option, may elect to (a) terminate Buyer's obligation to purchase the Property by giving written, notice to Seller at any time prior to the time of Closing and receive back all sums paid hereunder, or (b) complete the purchase of the Property with Seller immediately appointing Buyer its attorney in fact to negotiate with said condemning entity and assigning to Buyer all sums to be awarded.

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

Seller:
Dr. H. Winston Pirtle, Sr.
8560 U.S. Highway 31.
Montgomery, AL 36105

Buyer.:
Montgomery County Commission
Attention: Mr. Donald L. Mims, Administrator
P.O. Box 1667
Montgomery, AL 36102

13. NO WASTE. Seller agrees that from the Effective Date of this Agreement until the date of Closing, it will not commit or permit to be committed any waste or change in the condition or appearance of the Property or improvements thereon, or the cutting or severing of any growth or timber on the Property, or convey any mortgage, lien, easement, mining or mineral rights or other rights in or to the Property, except as referred to in paragraph 11, nor consent to any zoning, rezoning, or other restrictions of the Property except with the written consent and approval of Buyer. This provision shall not prohibit Seller from performing routine maintenance on the Property prior to the date of Closing.

14. MISCELLANEOUS.

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

(i) That Seller owns fee simple title to the Property and has the power and authority to enter into this Agreement, and the entering into of this Agreement and the performance of Seller's obligations hereunder shall not violate the terms or conditions of any applicable law, rule or regulation pertaining to Seller or the Property and the Property does not comprise the homestead of either Seller or their respective spouses.

(ii) That unless excepted herein, Seller has not received notification from any lawful authority regarding any assessments, condemnations, except as set forth in paragraph 11, environmental notices, pending public improvements, repairs, replacement, or alterations of the Property that has not been satisfactorily made.

(iii) Seller can deliver possession of the Property to Buyer free and clear from the claims of leasehold interests.

(iv) So long as this Agreement is in force, Seller shall not, without Buyer's consent, execute any easements or restrictions or otherwise take or permit any action which would, in Buyer's determination, constitute an exception to title.

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

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

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

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

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

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

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

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

15. AGENCY DISCLOSURE AND BROKERS: Each party represents and warrants to the other that no real estate or other commission or fees are due in connection with the sale contemplated by this Agreement. Each party indemnifies the other for any

costs or liability resulting from said party's contract with any broker other than as specified herein.

16. EXCHANGE. Each party agrees to cooperate with the other in the event either party elects to utilize an exchange to either purchase or sell the Property being conveyed herein, with other real estate in a transaction or transactions that will qualify as a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, and to execute any additional documents necessary to effect the exchange, including, without limitation, an exchange agreement, an escrow agreement or a qualified intermediary agreement. However, the party not initiating the exchange shall not incur any additional costs, expenses or liabilities in excess of the costs or liabilities that it would have incurred from a direct purchase/sale of the Property, nor shall it be required to accept a deed to such exchange property so that its name shall not appear in the chain of title with respect to such exchange property. Furthermore, neither party will provide any warranties of the tax treatment of the transaction to the other.

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

18. SPECIAL PROVISIONS.

A. Buyer agrees to utilize the property for governmental purposes.

B. Located on the property is a house occupied by Allen Kendrick ("Kendrick"). Seller reserves a license for Kendrick to reside therein until the first to occur of the following: (a) five (5) years from the date of recording of the deed conveying the property to Buyer or (b) his death or permanent residence in a retirement or nursing home or voluntary removal to another residence by himself or by family members. Notwithstanding the foregoing, the License granted herein is viable only so long as the house is deemed habitable. In the event any governmental institution declares the property uninhabitable, Kendrick shall vacate said premises. Kendrick shall be responsible for any and all utilities and maintenance of the structure including any repairs or renovations to the septic system. As a condition thereof, Kendrick agrees to indemnify and hold harmless Montgomery County Commission from any and all liability arising out of the use of said property pursuant to said license by Kendrick, or his family, guests and invitees.

C. In the event Buyer does not utilize the property for a public purpose within seven (7) years from the date of recording of the deed (right to purchase date), then Seller, or his lineal descendants, shall have an irrevocable right to repurchase the property for one (1) year from the right to repurchase date. The purchase price shall be the price paid by the Montgomery County commission plus interest therein compounded annually at a rate of 4.25%. Utilization for a public purpose is met if a public, paved or unpaved, parking lot is constructed thereon.

D. All the provisions of paragraph 18 shall survive the closing.

IN WITNESS WHEREOF, Seller and Buyer have hereunto executed this Purchase and Sale Agreement on the dates appearing beneath their respective signature blocks.

WITNESS:

SELLER:

H. WINSTON PIRTLE, SR.

SS#: _____

Date of Execution: _____

WITNESS

BUYER:

MONTGOMERY COUNTY COMMISSION

BY: _____

Elton N. Dean, Sr., Chairman

FEI#: _____

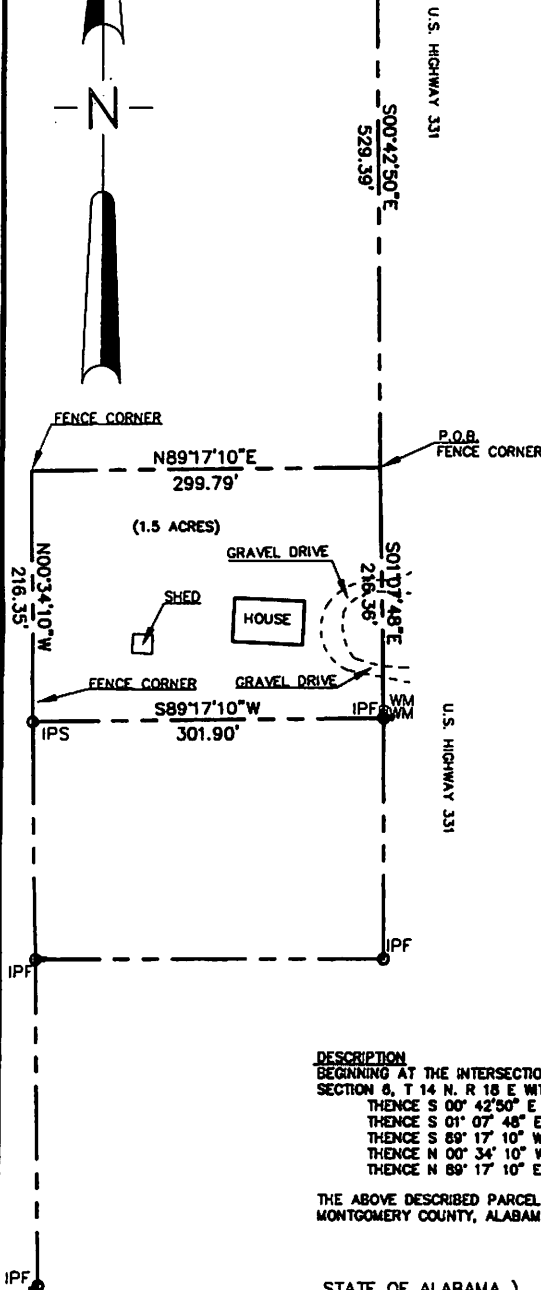
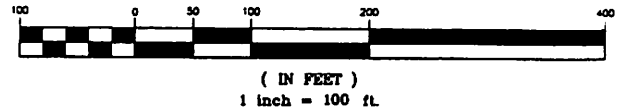
Date Executed: _____, 2012

EXHIBIT "A"

See attached survey of Patrick A. Moseley dated December 5, 2012.

NORTH LINE OF NW 1/4
OF NE 1/4 SEC. 6,
T 14 N, R 18 E

GRAPHIC SCALE



A
BOUNDARY SURVEY
FOR
WINSTON PIRTLE
IN
SNOWDOWN ALABAMA

DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE NW 1/4 OF THE NE 1/4 OF SECTION 6, T 14 N, R 18 E WITH THE WEST RIGHT OF WAY OF U.S. HIGHWAY NO 331;
THENCE S 00° 42' 50" E ALONG SAID RIGHT OF WAY 529.39 FEET, TO THE POINT OF BEGINNING
THENCE S 01° 07' 48" E, 216.35 FEET
THENCE S 89° 17' 10" E, 301.90 FEET
THENCE N 00° 34' 10" W, 216.35 FEET,
THENCE N 89° 17' 10" E 299.79 FEET, TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN THE NW 1/4 OF THE NE 1/4 OF SECTION 6, T 14 N, R 18 E, MONTGOMERY COUNTY, ALABAMA AND CONTAINS 1.5 ACRES, MORE OR LESS.

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, PATRICK A. MOSELEY, A REGISTERED ENGINEER AND LAND SURVEYOR IN THE STATE OF ALABAMA, HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA.

I FURTHER CERTIFY THAT ALL LOT CORNERS ARE MARKED WITH IRON PINS AND THAT THEY ACTUALLY EXIST. THIS THE 5TH DAY OF DECEMBER 2012

PATRICK A. MOSELEY, ALA. REG. NO. 5935
PROFESSIONAL ENGINEERING CONSULTANTS, INC.
822 SOUTH McDONOUGH STREET
MONTGOMERY, ALABAMA 36104



4-26

Donald Mims

From: Phyllis [phyllis@bhpclaw.com]
Sent: Friday, December 14, 2012 1:34 PM
To: pirtledvmjd@aol.com; Donald Mims
Subject: Re: Purchase and Sale Agreement
Attachments: 2pirtle and Montgomery County Commission Contract.doc

Attached is revised Contract.

Karl B. Benkwith, Jr., Esq.
Benkwith & Heard, P.C.
4001 Carmichael Road, Suite 200
Montgomery, AL 36106
334-395-9899 - phone
334-395-9989 - fax

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

From: Phyllis
To: pirtledvmjd@aol.com ; donaldmims@mc-ala.org
Sent: Friday, December 14, 2012 10:54 AM
Subject: Re: Purchase and Sale Agreement

Attached is revised Contract.

Karl B. Benkwith, Jr., Esq.
Benkwith & Heard, P.C.
4001 Carmichael Road, Suite 200
Montgomery, AL 36106
334-395-9899 - phone
334-395-9989 - fax

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

From: Phyllis
To: pirtledvmjd@aol.com ; donaldmims@mc-ala.org
Sent: Thursday, December 13, 2012 2:56 PM
Subject: Purchase and Sale Agreement

Attached is Purchase and Sale Agreement for 1.5 acres. Regarding repurchase provision, I believe we need to put a time limitation on same.

If you have any questions concerning this matter, please call.

Karl B. Benkwith, Jr., Esq.
Benkwith & Heard, P.C.
4001 Carmichael Road, Suite 200
Montgomery, AL 36106
334-395-9899 - phone
334-395-9989 - fax

Tammy Nix

From: Gallion III, Thomas T. [ttg@hsy.com]
Sent: Friday, December 14, 2012 2:24 PM
To: Donald Mims
Cc: Peacock, Mickie
Subject: RE: Purchase and Sale Agreement

I HAVE REVIEWED THE PURCHASE AND SALE AGREEMENT PREPARED BY KARL BENKWITH . EVERYTHING APPEARS TO BE IN ORDER AND READY TO BE EXECUTED.

From: Donald Mims [mailto:DonaldMims@mc-ala.org]
Sent: Friday, December 14, 2012 1:58 PM
To: Gallion III, Thomas T.
Cc: Peacock, Mickie
Subject: Purchase and Sale Agreement

Tommy,

The attached email contains a Purchase and Sale Agreement which is on Monday's agenda for approval. Please review and issue your opinion by 3:30 p.m. today. Please note in paragraph 18. SPECIAL PROVISIONS, section B, that the Commission has agreed to allow Mr. Allen Kendrick to reside in the home for a limited time.

Thank you for your assistance.

Donnie

From: Phyllis [mailto:phyllis@bhpclaw.com]
Sent: Friday, December 14, 2012 1:34 PM
To: pirtledvmjd@aol.com; Donald Mims
Subject: Re: Purchase and Sale Agreement

Attached is revised Contract.

Karl B. Benkwith, Jr., Esq.
Benkwith & Heard, P.C.
4001 Carmichael Road, Suite 200
Montgomery, AL 36106
334-395-9899 - phone
334-395-9989 - fax

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

From: Phyllis
To: pirtledvmjd@aol.com ; donaldmims@mc-ala.org
Sent: Friday, December 14, 2012 10:54 AM
Subject: Re: Purchase and Sale Agreement

Attached is revised Contract.

Karl B. Benkwith, Jr., Esq.
Benkwith & Heard, P.C.
4001 Carmichael Road, Suite 200

INVOICE

CITY OF MONTGOMERY
P O BOX 1111
MONTGOMERY, AL 36101-1111

(334) 241-2025

TO: MONTGOMERY COUNTY COMMISSION
MS SHERRILL THOMAS
P O BOX 1667
MONTGOMERY, AL 36102-1667

INVOICE NO: 1217
DATE: 2/22/12

CUSTOMER NO: 1/1

TYPE: MS - FINANCE-RENE'S A/R

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	DELTA PROJECT AGREEMENT REIMBURSEMENT GOODWYN MILLS CAWOOD INVOICE #G110691 @ 40% SEE ATTACHED	4,954.00	4,954.00

TOTAL DUE: \$4,954.00

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 2/22/12 DUE DATE: 2/22/12
CUSTOMER NO: 1/1

NAME: MONTGOMERY COUNTY COMMISSION
TYPE: MS - FINANCE-RENE'S A/R

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF MONTGOMERY
ATTN: RENE PASLEY
PO BOX 1111
MONTGOMERY

AL 36101-1111 (334) 241-2032

INVOICE NO: 1217
TERMS: NET 0 DAYS

AMOUNT: \$4,954.00

6-2

INVOICE

CITY OF MONTGOMERY
P O BOX 1111
MONTGOMERY, AL 36101-1111

(334) 241-2025

TO: MONTGOMERY COUNTY COMMISSION
MS SHERRILL THOMAS
P O BOX 1667
MONTGOMERY, AL 36102-1667

INVOICE NO: 1221
DATE: 3/22/12

CUSTOMER NO: 1/1

TYPE: MS - FINANCE-RENE'S A/R

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	DELTA PROJECT AGREEMENT REIMBURSEMENT SEE ATTACHED	12,734.64	12,734.64

TOTAL DUE: \$12,734.64

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 3/22/12 DUE DATE: 3/22/12
CUSTOMER NO: 1/1

NAME: MONTGOMERY COUNTY COMMISSION
TYPE: MS - FINANCE-RENE'S A/R

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF MONTGOMERY
ATTN: RENE PASLEY
PO BOX 1111
MONTGOMERY

AL 36101-1111 (334) 241-2032

INVOICE NO: 1221
TERMS: NET 0 DAYS

AMOUNT: \$12,734.64

6-3



Brown Chambless Architects

260 Commerce Street, Suite 200
Montgomery, Alabama 36104-2585
t. 334.834.8340 f. 334.834.8343
www.browncambless.com

December 13, 2012

Montgomery County Commission
101 South Lawrence Street Annex III
Montgomery, AL 36102-1667

Mr. Donnie Mims, Administrator

Re: The Montgomery County Commission
Tenant Improvement to the East Probate & Revenue Office East
Bid Award Recommendation

Dear Mr. Mims,

Pursuant to the construction bid opening on August 21, 2012 we have received and reviewed all requested documents and information from CannDauson Construction Company, Inc. and have determined them to be the lowest bidder and to have met all the stipulated bidding requirements of the contract.

We recommend the commission approve the attached analysis of project costs including alternates as bid and directed, in the sum of \$546,590.00, on December 17th, 2012 in order to meet the Completion Date of April 26th, 2013. We also recommend awarding the contract to the low bidder CannDauson Construction Company, Inc.

Sincerely,

Brown Chambless Architects
Annie Ingram, IIDA

Attachments: Bid Tab
Analysis of Alternates

cc: John Mitchell, Montgomery County
John Chambless, BCA

Bid Analysis - East Montgomery Probate Office

Bid Date: August 21, 2012

Low Bidder: CannDauson Construction Company

Base Bid Overview:

Cost for County vs Landlord:

Item	Description	Amount	County Cost	Landlord Cost
Bid Item 1 (County)	Facility Renovations	\$482,795.00	\$482,795.00	
Bid Item 2 (Landlord)	Fire Protection System (Sprinkler)	\$28,545.00		\$28,545.00
Total Base Bid Amount:		\$511,340.00		

Accepted Alternates Overview:

<i>Alternates by County</i>	<i>Tenant Improvement by County</i>	
Alt. 1	Cabling for Communications/IT	\$26,202.00
Alt. 2	Toilet 110, Plumbing, Accessories, Finishes	\$5,866.00
Alt. 3	Test & Balance Report - 3rd Party	\$1,310.00
Total Alternate Amount:		\$33,378.00

Alternates by Landlord

Alternates by Landlord		Fire Suppression System & Components by Aronov	
Alt. 1	1 Hour Wall Separation	\$1,872.00	
		Total Alternate Amount: \$1,872.00	
			\$1,872.00
		Total Construction Contract Amount: \$516,173.00	
			\$30,417.00

Additional Estimated Reduction Items:

VE Reductions by 10%	\$54,659.00
Estimated Tax Savings	\$10,000.00
Amount paid by Landlord	\$30,417.00
Total Deductions to Construction Contract	
	\$95,076.00

Final Cost to County at End of Construction:

Total Construction Contract Amount	\$546,590.00
Subtract Total Deduction to County	\$95,076.00
Final Cost to County	\$451,514.00

**Purchasing Department
Montgomery County Commission**

7-4

**Purchasing Department
Montgomery County Commission**

Notes:

LABORATION OF BIDS
BROWN CHAMBERS ARCHITECTS

PROJECT:

Tenant Improvements in the Montgomery County Commission - Probate and Revenue Office East
Campus of Alabama State University Montgomery, Alabama

PROJECT NUMBER

BCA# 21205

BID SUBMISSION

2:00 PM, CS1 August 21, 2017

County Commission Conference Room
101 S. Lawrence St. Annex B Montgomery, Alabama

PRE-QUALIFIED GENERAL CONTRACTORS	S.C. LICENSE (FOR ENVELOPE)	BID GUARANTEE	ADDITIONAL ONE-TIME FEE ACKNOWLEDGEMENT	PROPOSAL FORM	ATTACHMENT A UNIT PRICE SCHEDULE	ATTACHMENT B SUB-CONTRACTORS LIST	BID ITEM 1 INCLUDES ANY ENVELOPE NOTED MODIFICATIONS	BID ITEM 2 INCLUDES ANY ENVELOPE NOTED MODIFICATIONS	TOTAL BASE BID INCLUDES ANY ENVELOPE NOTED MODIFICATIONS	ENVELOPE NOTES
CampDawson Construction Company, Inc. 716 E. Main Street Prattville AL 36067-4920	✓	✓	✓	✓	✓	✓	482,795.	28,545.	511,340.	
Construction One 1702 Forest Avenue Montgomery AL 36106	✓	✓	✓	✓	✓	✓	522,131.	45,815.	567,946	
CW Smith Decorating 2104 Mount Meigs Road Montgomery AL 36107										
Hutchinson Construction 4926 Plaza Drive Montgomery AL 36116	✓	✓	✓	✓	✓	✓	504,490.	45,815.	550,305.	
Ingram Construction 1775 Tidewater Trail Montgomery AL 36117										
Larry Grant Construction 716 Davis St W E Bx AL 36223-1921										
Norris Construction Inc. 4971 Plaza Drive Montgomery AL 36116	✓	✓	✓	✓	✓	✓	479,879.	45,815.	525,694	
Pemberton Construction Inc. 2075 Weems Highway Montgomery AL 36110	✓	✓	✓	✓	✓	✓	493,800.	44,000.	537,800.	
Sheddall LLC 800 Main Creek Pike Road AL 36064										
Stallings and Sons 1140 Newell Parkway Montgomery AL 36110	✓	✓	✓	✓	✓	✓	494,540.	45,500.	540,040.	

TABULATION OF BIDS (Continuation Page)
BROWN CHAMBLESS ARCHITECTS

PROJECT

Tenant Improvements to the Montgomery County Commission - Probate and Revenue Office East
Campus of Alabama State University Montgomery, Alabama

BCAF 21005

PROJECT NUMBER

BID SUBMISSION

2:00 p.m. C51 August 21, 2012
County Commission Conference Room
101 S. Lawrence St. Area III Montgomery, Alabama

AT

PRE-QUALIFIED GENERAL CONTRACTORS	BID ITEM 1 ALTERNATE 1 INCLUDES ANY ENVELOPE NOTED MODIFICATIONS	BID ITEM 1 ALTERNATE 2 INCLUDES ANY ENVELOPE NOTED MODIFICATIONS	BID ITEM 1 ALTERNATE 3 INCLUDES ANY ENVELOPE NOTED MODIFICATIONS	BID ITEM 1 ALTERNATE 4 INCLUDES ANY ENVELOPE NOTED MODIFICATIONS	BID ITEM 2 ALTERNATE 1 INCLUDES ANY ENVELOPE NOTED MODIFICATIONS	BID ITEM 2 ALTERNATE 2 INCLUDES ANY ENVELOPE NOTED MODIFICATIONS	BID ITEM 2 ALTERNATE 3 INCLUDES ANY ENVELOPE NOTED MODIFICATIONS
CannDauson Construction Company, Inc. 216 Lohen Blvd Prattville, AL 36067-4900	26,202.	5,866.	1,310.	852.	1,872.	11,677.	7,440.
Construction One 1102 Forest Avenue Montgomery AL 36106	27,720.	7,174.	1,386.	7,535.	2,020.	11,143.	9,735.
CW Smith Decorating 2104 Mount Meigs Road Montgomery AL 36107							
Hutchinson Construction 4508 Plaza Drive Montgomery AL 36116	27,215.	8,200.	1,365.	1,550.	1,950.	10,964.	7,566.
Ingram Construction 1775 Talleferro Trail Montgomery AL 36117							
Larry Grant Construction 716 David St W. Eba AL 36323 1921							
Norris Construction Inc. 4921 Plaza Drive Montgomery AL 36116	27,720.	8,580.	1,386.	8,355.	1,980.	11,143.	7,689.
Pemberton Construction Inc. 3075 Wetumpka Highway Montgomery AL 36110	23,000.	4,500.	2,500.	8,000.	3,000.	5,000.	8,000.
Shaddai LLC 80 Mads Creek Pkwy Road AL 36064							
Stallings and Sons 1140 Noland Parkway Montgomery AL 36110	27,200.	8,400.	2,700.	900.	1,650.	11,000.	9,400.

Owner Representative
Montgomery County Commission

Architect's Representative
Brown Chambliss Architects

**TENANT IMPROVEMENTS FOR THE MONTGOMERY PROBATE AND REVENUE OFFICE EAST
MONTGOMERY, ALABAMA**

3.1 SCHEDULE OF ALTERNATES

- A. Additive Alternate No. 1 to Bid Item No. 1 Data Cabling -- See Spec Section 16100 and Sheet E2.3
- B. Additive Alternate No. 2 to Bid Item No. 1 -- Unisex Toilet 110 -- See Spec Section A0110 & P111
- C. Additive Alternate No. 3 to Bid Item No. 1 -- Mechanical Test and Balance Report by a third party -- See Spec Section 15110
- D. Additive Alternate No. 4 to Bid Item No. 1 -- Card Readers at Doors 101d, 101a & 201 -- See Spec Section 087100 and Sheet A0710.
- E. Additive Alternate No. 1 to Bid Item No. 2 -- 1 Hour Separation Between Tenants -- See Sheet A0110 and Spec Section 072700
- F. Additive Alternate No. 2 to Bid Item No. 2 -- Fire Suppression, Emergency Lighting, Power and Heating for back of house area -- See Sheet M0111, E2.1 & E2.2 and Spec Sections for ME.
- G. F. Additive Alternate No. 3 to Bid Item No. 2 -- Replacement of Rooftop HVAC unit over Revenue side -- See Sheet M0110, & M0111; See Spec Division 15

END OF SECTION 012300

APPLICATION and CERTIFICATE for PAYMENT

Attach Schedule of Values

ESTIMATE No. 5
DATE: 10/29/2012
B.C. No. _____

TO OWNER: MONTGOMERY COUNTY COMMISSION P O B O X 1 6 6 7 MONTGOMERY, AL 36102-1667	PROJECT: EXTERIOR WEATHERIZATION FOR MONTGOMERY CO COURTHOUSE ANNEX I
FROM CONTRACTOR: SUMMIT WATERPROOFING INC. PO BOX 1948 PELHAM ALABAMA 35124	TO ARCHITECT: PH & J ARCHITECTS 807 SOUTH MCDOUGH STREET MONTGOMERY ALABAMA 36104-5080
FEIN <u>3 2 0 0 6 2 2 5 5</u>	

TOTAL ORIGINAL CONTRACT	\$	149,000.00
CHANGE ORDER(S) Numbers _____ through _____	\$	28,144.18
TOTAL CONTRACT TO DATE	\$	120,855.82

1. Brought Forward: TOTAL CONTRACT TO DATE.....	\$	120,855.82
AMOUNT COMPLETE..... 0 %		0.00
2. Stored Materials per the attached inventory of Stored Materials.....	\$	0.00
3. Total Completed Work and Stored Materials.....	\$	120,855.82
4. Less Retainage.....	\$	7,450.00
5. Total Completed Work and Stored Materials, less Retainage.....	\$	113,405.82
6. Less credits to Owner for the "Totals To Date" amounts in the referenced Columns of attached MATERIALS INVOICE SUMMARY NO. _____:	\$	0.00
a. Owner's portion of Cash Discounts: Column No. 4 (\$ _____) X 50%.....	\$	
b. Owner's Payments for Materials: Column No. 5.....	\$	
c. Sales & Use Tax Savings: Column No. 6.....	\$	0.00
7. Total Due.....	\$	120,855.82
8. Less Total Previous Payments to Contractor.....	\$	119,237.82
9. Balance Due This Estimate.....	\$	1,618.00

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of his knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payments were issued and payments received from the Owner and that current payment shown herein has not yet been received.

By [Signature] Date 10/30/12
President

(Title)

Sworn and subscribed before me this 30 day of Oct 2012

[Signature] L.S. exp 1-25-14
Notary Public

ARCHITECT'S CERTIFICATION

In accordance with the Contract Documents, the Architect certifies to the Owner that, to the best of the Architect's knowledge and belief, the Work has progressed to the point indicated herein, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount approved.

PH&J Architects, Inc.

By [Signature] (Architect)
paddison

Date 11-27-12

REVIEW AND APPROVALS

Approved by _____ (Owner) _____ Signature _____ Date _____

The Owner certifies that funds are available in the amount required for this invoice.

8-3

CONTINUATION SHEET									
ATTACHMENT TO CERTIFICATE FOR PAYMENT ABC FORM C-10					APPLICATION NO: S		10/29/2012		
PH&J PROJECT #									
A	B	C	D	E	F	G	H		
ITEM NO.	DESCRIPTION OF WORK	BREAKDOWN	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD E)	MATERIALS PRESENTLY STORED (NOT IN D OR DATE (D+E+F)	% (G/C)	FINISH (C-G)	BALANCE TO
1	mobilization bonds & insurance	LABOR	\$ 8,000.00	\$ 8,000.00	\$ -	\$ 8,000.00	100%	\$	-
		MATERIALS	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$	-
2	caulk remove and replace	LABOR	\$ 95,000.00	\$ 95,000.00	\$ -	\$ 95,000.00	100%	\$	-
		MATERIALS	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00	100%	\$	-
3	wash and seal brick	LABOR	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	100%	\$	-
		MATERIALS	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	100%	\$	-
4	wash and seal precast	LABOR	\$ 2,500.00	\$ 500.00	\$ 2,000.00	\$ 2,500.00	100%	\$	-
		MATERIALS	\$ 2,800.00	\$ -	\$ 2,800.00	\$ 2,800.00	100%	\$	-
5	wash coat patch handrail walls	LABOR	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	100%	\$	-
		MATERIALS	\$ 3,800.00	\$ -	\$ 3,800.00	\$ 3,800.00	100%	\$	-
6	replace one piece of precast	LABOR	\$ 800.00	\$ 800.00	\$ -	\$ 800.00	100%	\$	-
		MATERIALS	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	100%	\$	-
7	install flashing	LABOR	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	100%	\$	-
		MATERIALS	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	100%	\$	-
8	wash clean granite	LABOR	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	100%	\$	-
		MATERIALS	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	100%	\$	-
9	remove replace stucco & secure panels	LABOR	\$ 800.00	\$ -	\$ 800.00	\$ 800.00	100%	\$	-
		MATERIALS	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	100%	\$	-
10	wash coat EIFS & soffits	LABOR	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	100%	\$	-
		MATERIALS	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	100%	\$	-
11	epoxy steps	LABOR	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	100%	\$	-
		MATERIALS	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	100%	\$	-
GRAND TOTALS			\$ 149,000.00	\$ 132,200.00	\$ 16,800.00	\$ 149,000.00	100%	\$	-

DEC 17 2012
BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST REQUEST NUMBER 9

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 12/13/2012
DATE: 12/13/2012 Finance Director Date
REQUESTED BY: Donald L. Mims APPROVED: _____
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Area Chamber of Commerce	001-59320.483	323,500	50,000	373,500
Fund Balance	001.35900		-50,000	0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		323,500	0	373,500

JUSTIFICATION:

To provide funding for maintaining Garrett Coliseum for event and tourism development in Montgomery County.

GARRETT COLISEUM REDEVELOPMENT CORP.

P.O. BOX 3254

MONTGOMERY, AL 36109-0254

INVOICE

Invoice Number: 154

Invoice Date: Oct 29, 2012

Page: 1

Voice: 334-272-6831

Fax: 334-272-6835

Bill To:

MONTGOMERY COUNTY COMMISSION
ATTENTION CHAIRMAN DEAN
P.O. BOX 1667
MONTGOMERY, AL 36102-1667

Ship to:

MONTGOMERY COUNTY COMMISSION
ATTENTION CHAIRMAN DEAN
P.O. BOX 1667
MONTGOMERY, AL 36102-1667

Customer ID	Customer PO	Payment Terms	
MONTGOMERY COUNTY			
Sales Rep ID	Shipping Method	Ship Date	Due Date
	None		11/1/12

Quantity	Item	Description	Unit Price	Amount
		FY 2013 APPROPRIATION GARRETT COLISEUM		50,000.00
Subtotal				50,000.00
Sales Tax				
Total Invoice Amount				50,000.00
Payment/Credit Applied				
TOTAL				50,000.00

Check/Credit Memo No:

DEC 17 2012

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 10

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 12/13/2012
DATE: 12/13/2012 Finance Director Date
REQUESTED BY: Donald L. Mims APPROVED: Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
City of Montgomery-BONDS	001-56701.464	7,750	5,000	12,750
Fund Balance	001.35900		-5,000	
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		7,750	0	12,750

JUSTIFICATION:

To provide funding to the City of Montgomery BONDS towards the cost of a walking trail to join the two neighborhoods for the Taylor Lakes/Sagestone Homeowners Association.

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: Robert E. Chancey , District Maint. Supt.

1. 12/3/2012 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE Road Maintenance Supervisor (0564)

POSITION NUMBER 630564003, Replacing Timothy N. Dicks

PROPOSED EFFECTIVE DATE January 7, 2013

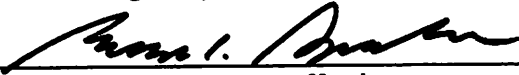
TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

(X) PROMOTION REGISTER () TRANSFER
(Department Only)

() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE (A07) (\$38,734. - \$55,138) Pay step to be based upon City & County of Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions


Department Head

DATE December 3, 2012

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 _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer / Corrections Officer Trainee

Position Number 007

Proposed Effective Date November 26, 2012

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$28,393 Grade PCT
Corrections Officer - \$42,093 PC1

D T Marshall

Date November 20, 2012

Department Head xt

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 _____

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer / Corrections Officer Trainee

Position Number 118

Proposed Effective Date November 26, 2012

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$28,393 Grade PCT
Corrections Officer - \$42,093 PC1

D T Marshall
Department Head RA

Date November 20, 2012

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 _____

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer / Corrections Officer Trainee

Position Number 184

Proposed Effective Date November 26, 2012

Type of Appointment (☒) Permanent () Temporary

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

Pay Grade Corrections Officer Trainee - \$28,393 Grade PCT
Corrections Officer - \$42,093 PC1

D T Marshall Date November 20, 2012
Department Head DM

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 _____

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: 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 078

Proposed Effective Date November 26, 2012

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

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

D T Marshall Date November 16, 2012
Department Head DM

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 _____

MEMORANDUM

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

FROM: Pat Silas, Purchasing Manager *ps*

DATE: November 28, 2012

SUBJECT: Position Fill Request for the
Mail/Supply Room

Request approval from Montgomery County Commission to fill the position of Mail Room and Stores Clerk in the Mail/Supply Room, which is a result of one of the personnel retiring effective January 1, 2013.

Due to the volume of mail coming in and going out of the Mail Room and delivery trucks coming to the Supply Room making deliveries and departments coming to pick-up supplies, it would be hard for one person to handle both areas. Also, with only one person, if they were to be out on sick or annual leave there would be no one to cover for them.

This position is covered in the 2013 budget.

Your help with this matter is appreciated.

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Support Services - Purchasing

DEPARTMENT HEAD: Pat Silas

SUPERVISOR: Pat Silas

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

1. Position Title Mail Room and Stores Clerk

Position Number 260775003

Proposed Effective Date January 7, 2013

Type of Appointment (x) Permanent () Temporary

Recruiting

(x) Promotional Register

(x) Transfer

(x) Open Competitive Register

() Reemployment

Pay Grade A03-1

Pat Silas
Department Head

Date Nov. 30, 2012

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 _____
() Payroll entered by _____

Date _____
Date _____

POSITION FILL REQUEST

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Brandi Alexander, Detention Director

COMPLETED ACTION DATES

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

1. POSITION TITLE: Juvenile Detention Officer (to replace Phillip Gray Jenkins)

POSITION NUMBER: 900300063

ORIGINAL

PROPOSED EFFECTIVE DATE: 12/10/2012

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: PC1 - S1 (\$29,569/\$1,137.28/\$14.2160)

Bruce R. Howell
Department Head

11/19/2012
Date

2. ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4. SELECTEE: _____

Appointing Authority

Date

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

POSITION FILL REQUEST**ORIGINAL**

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Bruce R. Howell, Court Administrator

COMPLETED ACTION DATES

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

1. POSITION TITLE: Juvenile Probation Supervisor (to replace Ron McKitt
who retired 3-1-12)

POSITION NUMBER: 900308075

PROPOSED EFFECTIVE DATE: 12/10/2012

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A10 -S\ (\$53,523/\$2,058.58/\$25.7323)

Bruce R. Howell
Department Head

11/27/2012
Date

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 _____
() Payroll entered by _____

Date _____
Date _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 17 2012

Request # 7

Date: December 12, 2012
To: Donald L. Mims, Administrator
From: John A. Mitchell, Sr.
Re: Travel / Training Request



Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: January 30, 2013 Return Date: February 1, 2013
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend ACCMA 2013 Winter Conference

Traveler (s) Name: 1. John A. Mitchell, Sr. 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$748.96 Advance Registration Required: \$195.00

Department Name: Administration Fund Name: General

Additional Comments: Registration - \$195.00; Mileage - \$126.56; Meals - \$225.00; Lodging - \$202.40

To: John A. Mitchell, Sr.
From: Donald L. Mims, Administrator

The above request is app. 12/17/12 reimbursement of actual and necessary expenses in the
approximate amount of \$748.96 and advance registration of \$195.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$6,767.95</u>	
Budget Available:	<u>\$15,732.05</u>	
Current Requests:	<u>\$748.96</u>	
Budget Balance:	<u>\$14,983.09</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 12/12/2012

cc: Finance Director / Buyer

18-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 17 2012

Request # 3

Date: December 6, 2012
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

SKM

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: January 30, 2013 Return Date: February 1, 2013
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend ACCMA 2013 Winter Conference

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

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

Total (est.) Cost: \$748.96 Advance Registration Required: \$195.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: Registration - \$195.00; Mileage - \$126.56; Meals - \$225.00; Lodging - \$202.40

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

The above request is app. 12/17/12 reimbursement of actual and necessary expenses in the
approximate amount of \$748.96 and advance registration of \$195.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51120.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$2,732.84</u>	
Budget Available:	<u>\$12,267.16</u>	
Current Requests:	<u>\$748.96</u>	
Budget Balance:	<u>\$11,518.20</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 12/12/2012

cc: Finance Director / Buyer

18-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 17 2012

Request # 2

Date: December 14, 2012
To: Donald L. Mims, Administrator
From: James Williams
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Mobile, AL
Departure Date: January 13, 2013 Return Date: January 16, 2013
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: to attend the Alabama Recreation and Parks Association

Traveler (s) Name: 1. James Williams 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$894.78 Advance Registration Required: \$195.00

Department Name: Parks & Recreation Fund Name: Parks & Recreation

Additional Comments: Advance Registration - \$195.00; Lodging - \$372.78; Meals - \$300.00;
Parking - \$27.00

To: James Williams
From: Donald L. Mims, Administrator

The above request is app. 12/19/12 reimbursement of actual and necessary expenses in the
approximate amount of \$894.78 and advance registration of \$195.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>008-57200.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$1,500.00</u>
Approved Requests:	<u>\$397.01</u>
Budget Available:	<u>\$1,102.99</u>
Current Requests:	<u>\$894.78</u>
Budget Balance:	<u>\$208.21</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 12/14/2012

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Agenda

DEC 17 2012

Date: December 10, 2012

To: Donald L. Mims, Administrator

From: Judge Reese McKinney, Jr.

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL

Departure Date: January 16, 2012

Return Date: January 17, 2013

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: to attend Alabama Licensing Officials Conference

Traveler (s) Name: 1. Kim Brown/Virginia Davis 4. Rayrita Patterson
2. Cathy Mobley/Gina Hicks 5. Mildred Potts/Adrian Harris
3. Keisha Wright 6. Anita Holley

Check Mode of Transportation:

County Vehicle

Private Vehicle

☐
☒

Commercial Air

Other (Specify)

☐
☐

Total (est.) Cost: \$785.00

Advance Registration Required: \$675.00

Department Name: Probate

Fund Name: 783-51350-265

Additional Comments:

To: Judge Reese McKinney, Jr.

From: Donald L. Mims, Administrator

The above request is app. 12/17/12 reimbursement of actual and necessary expenses in the approximate amount of \$785.00 and advance registration of \$675.00 is authorized.

To be completed by the Finance Department

Fund Code: 783-51350.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$3,000.00

Approved Requests: \$0.00

Budget Available: \$3,000.00

Current Requests: \$785.00

Budget Balance: \$2,215.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 12/10/2012

cc: Finance Director / Buyer

18-4

CONTRACT AGREEMENT

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

This Agreement is made and entered into between the Montgomery County Commission (hereinafter referred to as "MCC") and Cassandra Crosby and Ron Drinkard, d/b/a the Crosby Drinkard Group, LLC (hereinafter referred to as "CDG"), whose offices are located in Montgomery, Alabama.

WITNESS:

For and in consideration of the Agreement set forth below, the parties hereto agree as follows:

1. Engagement as Governmental Affairs Representative/Consultant. MCC hereby retains and engages CDG to provide governmental affairs consulting services. CDG hereby accepts such engagement and agrees to render such services upon the terms and conditions hereinafter set forth.
2. Term. The term of this agreement shall commence January 1, 2013 and shall terminate December 31, 2013.
3. Compensation. As compensation for the performance of their obligations under this agreement, MCC agrees to pay a consulting fee through the term hereof in the amount of \$52,500.00 on an annual basis, un-diminished by withholding or other taxes. Payment shall be made in monthly installments with the payments becoming due and payable on the first day of each month.
4. Compliance with the Law. CDG will comply with the requirements of all applicable laws (including, without limitation, the Alabama Code of Ethics of 1973, as amended) and at all times pertinent to this agreement, will assure that all applicable laws and requirements governing the relationship between MCC and CDG are met.
5. Relationship. The relationship of the parties hereto is that of independent contractor and not that of employer and employee.
6. No Conflicts of Interest. CDG understands the unique representation required by the firm hereunder and accordingly will not undertake to consult with or otherwise represent any other entity, organization or company in a matter of the interest of such entity, organization or company with respect to such matter are adverse to the interests of MCC.

7. **Confidentiality.** CDG shall not, without the written consent of MCC, disclose to any person, confidential, proprietary or any information concerning MCC's business, financial or other affairs. MCC shall not, without written consent of CDG disclose to any person confidential proprietary or any other information concerning CDG's business, financial or other affairs except for the terms and conditions of this contract.
8. **Modification.** No modification amendment or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this agreement and signed by each of the parties hereto.
9. **Entire Agreement.** This instrument constitutes the entire agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto cause this instrument to be duly executed on the ____ day of _____, 2012.

Crosby Drinkard Group, LLC

Montgomery County Commission

Cassandra Crosby

Elton N. Dean, Sr., Chairman

Ron Drinkard

DEC 17 2012

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT:	Board of Registrars	REVIEWED:	S. Thomas	12/11/2012
			Finance Director	Date
REQUESTED BY:	Jim Wilson	APPROVED:		
	Elected Official/Dept. Head		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Advertising	001-51920.253	5,000	28,600	33,600
Reimb. From State of Alabama	001-40000.44298	0	(8,400)	(8,400)
Fund Balance	001.35900		(20,200)	
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		5,000	0	25,200

JUSTIFICATION:

To cover the cost of required publishing of the purged voter lists in December 2012.

Memorandum For The Record

December 11, 2012

To: Donnie Mims, County Administrator

From: Jim Wilson, Chairman, Board of Registrars



We have a financial emergency!

Based on last available data (FY 2009) we budgeted \$5,000 for the printing of the purge lists in December 2012. It now appears that the Board experienced an abnormally low number of purge voters identified in the probes of 2005 and reflected in the number of voters listed in the printing of December 2008.

The probes of spring 2009 (done after the 2008 1st Obama election) counted over 17,000 voters who were not participating. That figure was updated by all who updated their registration and/or voted in the 2012 elections. When our final corrections were transmitted to the Secretary of State, they returned to us last week an electronic list of 16,457 voters to be named in the current purge.

Pat Silas solicited bids from the 2 papers in Montgomery County. Yesterday afternoon, the Advertiser bid \$92,988. The Montgomery Independent bid \$33,600.

The Secretary of State's Office advised yesterday via email that they will pay us back 25% of the printing costs. They advised this morning by phone that we must print these lists or will be subject to litigation!!!

We need an extra \$28,600 (\$33,600-\$5,000 [budgeted]). There has to be two runs- one week apart IN DECEMBER 2012 and the Montgomery Independent only prints once per week. They just advised that to get this list run in December, THEY MUST KNOW BY 3:00 pm on Monday, December 17th!!

I apologize for this situation, however, we had no knowledge of the number of voters to be purged until last Thursday.

Your assistance will be appreciated and we stand ready to answer any questions that anyone may have. My direct line is (334) 221-4959.

LEASE AMENDMENT

THIS LEASE AMENDMENT (this "**Amendment**") dated as of the _____ day of _____, 2012, by and between **EAST MONTGOMERY INVESTMENT COMPANY**, an Alabama general partnership ("**Landlord**"), and **MONTGOMERY COUNTY COMMISSION d/b/a MONTGOMERY PROBATE** ("**Tenant**").

RECITALS:

A. Landlord and Tenant have heretofore entered into that certain Lease Agreement dated as of February 21, 2012, covering premises to be located in the shopping center known as Montgomery East, in Montgomery, Alabama (the "**Lease**"); and

B. Landlord has previously delivered the Premises to Tenant, however Tenant has not commenced its build-out in the Premises.

C. As an inducement to Tenant, Landlord has agreed to reimburse Tenant for certain costs incurred in its build-out in the Premises, to perform certain additional construction work in the Premises, and to the other terms and conditions, all as more particularly set out in this Amendment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the Lease is hereby amended as follows:

1. **Reimbursements.** In consideration of Tenant installing the fire protection sprinkler system in the Premises and the 1 hour wall separation for the two walls separating the Premises from the currently vacant area immediately behind space 10, both in accordance with plans and specifications approved in writing by Landlord, Landlord will provide Thirty Thousand Four Hundred Seventeen and No/100 Dollars (\$30,417.00) (the "Construction Reimbursement") to reimburse Tenant for the costs relating to such installation. The Construction System Allowance shall be due and payable within thirty (30) days after the Tenant has satisfied and performed all of the following conditions:

a. Waiver of liens executed by Tenant's contractor and all of its subcontractors and material suppliers for the work performed and materials supplied in the performance of Tenant's work in the Premises have been delivered to Landlord.

b. A copy of the permanent Certificate of Occupancy has been issued by the appropriate jurisdictional authorities and has been delivered to Landlord.

c. Tenant has secured for Landlord a withdrawal, revocation or release from any contractor, subcontractor or supplier that has provided or relayed to Landlord a notice of lien, intention to file lien, or similar letter or notice which related to work in the Premises performed for the benefit of Tenant.

d. Tenant is not otherwise in default under the Lease Agreement.

2. As amended hereby, the Lease is hereby ratified and confirmed.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed the foregoing document on the day the same bears date.

LANDLORD:

EAST MONTGOMERY INVESTMENT COMPANY, an Alabama general partnership

ATTEST:

By: _____
Sherry LeGare-Underwood
Its: Assistant Secretary

By: Macol Corporation, an Alabama corporation
Its: General Partner

By: _____
J. Zack Rolan
Its: Vice President

TENANT:

MONTGOMERY COUNTY COMMISSION
d/b/a MONTGOMERY PROBATE

ATTEST:

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

LANDLORD ACKNOWLEDGMENT

STATE OF ALABAMA |
 :
COUNTY OF MONTGOMERY |

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J. ZACK ROLEN, whose name as Vice President of Macol Corporation, an Alabama corporation, in its capacity as General Partner of **EAST MONTGOMERY INVESTMENT COMPANY**, an Alabama general partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same for and as the act of said corporation acting in its capacity as said General Partner as aforesaid, on the day the same bears date.

Given under my hand and seal this the ____ day of _____, 2012.

My Commission Expires:

NOTARY PUBLIC

|SEAL
|

TENANT'S ACKNOWLEDGMENT

STATE OF _____ |
 :
COUNTY OF _____ |

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of **MONTGOMERY COUNTY COMMISSION**, d/b/a MONTGOMERY PROBATE, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and seal this ____ day of _____, 2012.

My Commission Expires:

NOTARY PUBLIC

|SEAL|

DLM



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

December 14, 2012

TO: Donnie Mims
FROM: Tommy Gallion

1-16

RE: East Revenue and Probate Office
Lease Amendment – East Montgomery Investment Company

I have reviewed your December 13, 2012 memorandum and the Lease Amendment by and between Montgomery County Commission and East Montgomery Investment Company for the new Revenue and Probate Office in East Montgomery.

It is my understanding that this lease amendment is a result of the landlord agreeing to pay for certain items that MCC included in their bid for the build-out of the leased property. This agreement is spelled out in the document under 1. Reimbursements.

It is my legal opinion that MCC has previously entered into an agreement as to the leasing of this structure with certain code items and other improvements to be paid by the Lessor.

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

50051-317
4,700,153

ORIGINAL

SUPERVISOR: Frank Vickery

SALARY RANGE: 24,414 – 34,753

() **Transfers** – If the rate of pay in the previous position falls within the pay range established for the class of the new position and does not correspond to a step in the salary plan, it shall be adjusted to the next higher step, but otherwise this rate of pay may remain unchanged on the recommendation of the administrative officer in accordance with this rule.

Date:

December 5, 2012

Montgomery County Public Building Authority
Attention: Donnie Mims, Secretary

And

Montgomery County, Alabama
Attention: Elton Dean, Chairman, County Commission

Re: Disclosures by Merchant Capital Pursuant to MSRB Rule G-17
regarding the \$9,985,000 Montgomery County Public Building Authority
Series 2012 Revenue Bonds to be issued for the benefit of Montgomery
County, Alabama

Dear Messrs. Mims and Dean:

We are writing to provide Montgomery County, Alabama (the "Borrower") and the Montgomery County Public Building Authority (the "Issuer") with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012). The Bonds are being issued by the Issuer for the benefit of Borrower and will be payable solely out of payments made by Borrower pursuant to the legal documents to be entered into in connection with the issuance of the Bonds (transaction documents). The material financial risks described in this letter will be borne by the Borrower, as set forth in the transaction documents. Nevertheless, Rule G-17 requires that we deliver this letter to the Issuer as well.

As the issuer of the Bonds, the Issuer will be a party to the bond purchase agreement and certain other legal documents to be entered into in connection with the issuance of the Bonds, but the material financial risks undertaken in this financing will be borne by the Borrower, as set forth in those legal documents. A copy of this letter is also being sent to the Borrower.

SPECIALIZING IN
MERCHANT AND INVESTMENT BANKING SERVICES
2660 EastChase Lane, Lakeview Center, Suite 400, Montgomery, AL 36117
P.O. Box 241858, Montgomery, AL 36124
(334) 834-5100 phone / (334) 269-0902 fax

25-1

The Borrower has engaged Merchant Capital, LLC and First Tuskegee Bank (collectively the "Underwriters") to serve as underwriters with regard to the Bonds, and not as financial advisors or municipal advisors, in connection with the issuance of the Bonds. As part of our underwriting services, the Underwriters may provide advice concerning the structure, timing, terms and other similar matters concerning the sale of the Bonds.

As senior managing underwriter, other than the disclosure contained in Section III of this letter, Merchant Capital is providing the disclosure contained herein on behalf of the Underwriters. You also may receive additional separate disclosures pursuant to MSRB Rule G-17 from the other Underwriter for the Bonds.

I. Disclosures Concerning the Underwriters' Role:

(i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers, borrowers and investors.

(ii) The Underwriters' primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The Underwriters have financial and other interests that differ from those of the Issuer and the Borrower.

(iii) Unlike a municipal advisor, the Underwriters do not have a fiduciary duty to the Issuer or the Borrower under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer or the Borrower without regard to their own financial or other interests.

(iv) The Underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.

(v) The Underwriters will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

II. Disclosures Concerning the Underwriters' Compensation:

The Underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the Underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

III. Merchant Capital Conflicts Disclosures:

Merchant Capital has not identified any additional conflicts.

Please note that the disclosure contained in this Section III is made solely on behalf of Merchant Capital and Merchant Capital makes no representatives regarding any conflicts disclosure provided, or required to be provided, by the other Underwriter pursuant to MSRB Rule G-17 or otherwise.

IV. Disclosures Concerning Complex Municipal Securities Financing:

Since the Underwriters have not recommended a “complex municipal securities financing”, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

V. Miscellaneous:

Please note nothing in this email is an expressed nor an implied commitment by any of the Underwriters to provide financing or to purchase or place the Bonds or any other securities. Any such commitment shall only be set forth in a Bond Purchase Agreement or other appropriate form of agreement for the type of transaction undertaken by the Issuer and the Borrower. Further, each Underwriter’s participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, execution of a Bond Purchase Agreement (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

Each Underwriter is acting independently in seeking to act as an underwriter in the transaction contemplated herein and none of the Underwriters shall be deemed for any purpose to be acting as an agent, joint venture or partner of the others, and that no Underwriter assumes responsibility, express or implied, for any actions or omissions of, or the performance of services by, the other Underwriters in connection with the transaction contemplated herein or otherwise.

VI. Acknowledgement:

If you or any other Issuer or Borrower officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned.

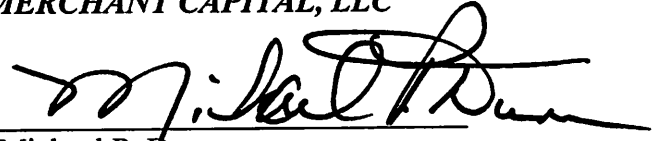
It is our understanding that you have the authority to bind either the Issuer or the Borrower by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

We are required to seek your acknowledgement that you have received this letter. Accordingly, please send an email to that effect. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds.

Sincerely,

MERCHANT CAPITAL, LLC

A handwritten signature in black ink, appearing to read "Michael P. Dunn", written over a horizontal line.

Michael P. Dunn
Managing Director
2660 EastChase Lane, Suite 400
Montgomery, AL 3611

COUNTY GOVERNMENT BOND FINANCING REVIEW FORM

	Yes	No	N/A
1. The County Commission has considered whether it can satisfy its financial obligations for the life of the bonds.	☒	☐	☐
2. In the case of limited obligation indebtedness, the County Commission has identified the source for the debt service payments for the life of the bonds.	☐	☐	☒
3. In the case of general obligation indebtedness, the County Commission has indicated that the full faith and credit of the County has been pledged for the debt service payments for the life of the bonds.	☐	☐	☒
4. The County Commission has considered the period of usefulness of the improvement or property for which the bonds are to be issued in light of the duration of the term of the bonds under the bond financing agreement.	☒	☐	☐
5. The County Commission acknowledges that bond proceeds shall not be used for general operating expenses of the County.	☒	☐	☐
6. The County Commission has received from the bond underwriter, bond counsel, issuer's counsel, trustee, and any others associated with the issuance of bonds an itemized listing of their respective fees and all other costs which shall not be subject to change prior to the sale or issuance of bonds.	☒	☐	☐
7. The County Commission has received from the bond underwriter a clear and understandable written proposal explaining all details of the proposed bond issue, its repayment schedule, and any external factors which could affect the total cost to the County if it issues the bonds.	☒	☐	☐
8. The County Commission has considered the effect, if any, that the bonds will have on the County's constitutional debt limit.	☒	☐	☐
9. The County Commission has received from the bond underwriter information demonstrating that the estimated interest rate on the bonds is reasonable and, that if information regarding similar recent issuances is available, the interest rates are comparable with other similar issuances based on current bond market conditions on the date of the execution of the bond financing agreement.	☒	☐	☐

Complete the following section if the proceeds of the proposed bonds are to be used in whole or in part for the purpose of refinancing or refunding outstanding bonds:

- | | Yes | No | N/A |
|---|-------------------------------------|--------------------------|-------------------------------------|
| 10. The County Commission understands how the issuance of refunding bonds may extend the County's initial debt repayment period and the total cost paid by the County by the end of the refunding period. | ☐ | ☐ | ☒ |
| 11. The County Commission has considered whether the refunding bonds will create net present value savings for the County, including the costs of refinancing. | ☒ | ☐ | ☐ |

Complete the following section in connection with a swap agreement:

- | | Yes | No | N/A |
|--|--------------------------|--------------------------|--------------------------|
| 12. The County Commission has complied with paragraph a. of subdivision (2) of Section 41-1-42, <i>Code of Alabama 1975</i> . | ☐ | ☐ | ☐ |
| 13. The County Commission has reviewed or had explained by the adviser selected all documentation provided pertaining to the swap agreement. | ☐ | ☐ | ☐ |
| 14. The County Commission has designated an employee or official who will have primary responsibility for the consideration, execution, and monitoring of interest rate swaps and financial hedges entered into by the County. | ☐ | ☐ | ☐ |

Name of Employee/Official _____

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 15. The County Commission has determined whether the County's obligations under the swap agreement constitute a general obligation indebtedness of the County and whether the source of payment is sufficient. | ☐ | ☐ | ☐ |
| 16. The County Commission has sought and received specific information disclosing the potential risks inherent in the swap agreement including those risks commonly referred to in the derivatives industry as "basis risk," "tax risk," "interest rate risk," "counterparty risk," "termination risk," "market-access risk," "rollover or anticipation risk," and "credit risk." | ☐ | ☐ | ☐ |

I, the chairman/president (or other Commission member designee) of the County Commission, do hereby acknowledge that all above items have been considered by the County Commission, and that the County Commission has voted to enter into the bond financing agreement or swap agreement by an affirmative vote of a majority of the members of the County Commission.

Signature _____

Printed Name Elton N. Dean, Sr.

Title Chairman of Montgomery County Commission

Date of Issuance of Bonds or Swap Agreement December 27, 2012

In preparing this form the County Commission shall consult with and obtain advice from either an attorney for the County the County Administrator or at the option of the County Commission a certified public accountant (CPA) regarding any and all bond or swap proposals received by the County. The person or persons utilized by the County Commission for advice and consultation shall review all documents to be included at the execution of the bond financing agreement or swap agreement.

I, the adviser/consultant utilized by the County Commission, do hereby acknowledge that I have reviewed all documents to be included at the execution of the bond financing agreement or swap agreement.

Signature _____

Printed Name Mark Ezell

Title Bond Counsel

Company Name Haskell Slaughter Young & Gallion, LLC

A copy of this form shall be submitted to the State of Alabama, Department of Examiners of Public Accounts within 10 business days of the issuance of the bonds or swap agreement. This form shall be kept on file at the Office of Examiners of Public Accounts and shall be available for public inspection for a period of seven years.

***Mailing Address: State of Alabama Department of
Examiners of Public Accounts
P. O. Box 302251
Montgomery, AL 36130-2251***

Detailed Itemization of Costs and Fees

In accordance with Act Number 2009-757, Acts of Alabama, the following detailed itemization of costs and fees and acknowledgments shall be included with the bond financing agreement documents of any County Commission in the State of Alabama.

Costs and Fees which will be paid directly by the County Commission

Expense/Payee	Amount

Costs and Fees which will be paid directly from bond proceeds

Expense/Payee	Amount
Bond counsel fee / Haskell Slaughter Young & Gallion	\$ 20,000.00
Authority counsel fee / Means Gillis Law	10,000.00
Trustee fee / Regions Bank	3,000.00
Escrow agent fee / Regions Bank	1,000.00
Verification fee / The Arbitrage Group	2,500.00
Rating agency fee / Standard & Poor's	15,000.00
Rating agency fee / Moody's	14,000.00
Underwriting discount / Merchant Capital and First Tuskegee	79,780.15
Printing, mailing and miscellaneous closing costs / to be paid by Underwriter from bond proceeds	4,400.00

Detailed Itemization of Costs and Fees (continued)

I, the chairman/president (or other Commission member designee) of the County Commission, do hereby acknowledge that the amounts of these costs and fees (listed on the previous page) have been presented and explained to all members of the County Commission prior to the sale of bonds.

Commission

Signature _____

Printed Name Elton N. Dean, Sr.

Title/County Chairman of Montgomery County Commission

Date of Issuance of Bonds December 27, 2012

I, the authorized signatory for the bond underwriter, do hereby acknowledge that the amounts of these costs and fees (listed on the previous page) have been presented and explained to all members of the County Commission prior to the sale of bonds.

Bond Underwriter:

Signature _____

Printed Name Michael P. Dunn

Title/Company Merchant Capital, L.L.C.

Swap Agreement – Statement from Authorized Signatory

In accordance with Act Number 2009-757, Acts of Alabama, the following acknowledgment from the authorized signatory for the bond underwriter or authorized signatory of the provider of the swap agreement shall be included with documentation necessary to effectuate a swap agreement with any County Commission in the State of Alabama.

In connection with the swap agreement being entered into by

_____ (County Commission) on

_____ (Date of Issuance), I/We do hereby acknowledge the following:

- | | Yes | No | N/A |
|---|--------------------------|--------------------------|--------------------------|
| 1. I/We have provided the County Commission with a disclosure of the potential risks inherent in the swap agreement. | ☐ | ☐ | ☐ |
| 2. I/We have disclosed all fees associated with the swap agreement to the County Commission. | ☐ | ☐ | ☐ |
| 3. I/We have provided the County Commission with documentation necessary to effectuate the swap agreement including master agreements, schedules, credit support annexes, confirmations, legal opinions, fairness opinions, and any other information necessary to comply with subdivisions (3) and (5) of subsection (c) of Section 3 of Act Number 2009-757, <i>Acts of Alabama</i> . | ☐ | ☐ | ☐ |

Bond Underwriter/Swap Agreement Provider:

Signature _____

Printed Name _____

Title _____

Company Name _____

**MONTGOMERY COUNTY COMMISSION
YEAR END SEPTEMBER 30, 2012**

Agenda

DEC 17 2012

	General Fund 001	Emergency 003
UNRESERVED FUND BALANCE 9/30/11	\$ 6,430,788	
2012 Net results	<u>1,158,000</u>	
UNRESERVED FUND BALANCE 9/30/12	\$ <u>7,588,788</u>	<u>9,792,482</u>

ACTUAL 2012 RESULTS COMPARED TO BUDGET

2012 BUDGETED NET RESULTS	\$ 0.00	
Revenue Over (Under) Budget		
Sales Tax Collections over budget	918,927	871,197
Ad Valorem tax under budget	(371,752)	
Housing of Federal inmates	357,952	
Net Other Revenue	(33,930)	
Expenses (Over) Under budget		
Salary and Benefit savings	1,589,818	1,295,954
Operating overages net	(293,864)	
Expenses Added to the budget		
River Region Health Care Center-Final amts	(295,762)	(1,009,151)
Courthouse Security Contract	(142,917)	
Emergency Mgmt-Narrow banded radio sirens	(18,480)	
Chamber of Commerce-Buckmasters	(35,000)	
Blue Gray Tennis	(5,000)	
Ala Shakespeare for Hyundai AI event	(9,617)	
Burger King Sales Tax rebates	(2,500)	
Hyundai Engine Plant incentives	(300,000)	
Helping Montgomery Families Initiative	(80,000)	
Garrett Coliseum event & tourism development	(50,000)	
City of Montgomery Tourism video share	(7,375)	
Appropriation for Ala-Korea Educational Exchange	(2,500)	
Passenger rail study	(20,000)	
Pilgrim Providence Water Authority	(40,000)	
Net Actual Results	<u>1,158,000</u>	
Transfers from other funds included in revenue	<u>1,492,667</u>	
	<u>(334,667)</u>	

	FY 2012		FY 2013
Tax Collections	BUDGET	ACTUAL	BUDGET
General Fund			
Sales Tax	38,600,000	39,518,927	39,400,000
Ad Valorem Tax	13,210,000	12,838,248	12,800,000

	Collections through November 30			
	FY 2012	FY 2013		
2013 Collection comparisons				
Sales Tax	6,152,141	6,367,874	215,733	3.51%
Ad Valorem Tax General Fund	4,759,122	3,952,063	(807,059)	

**MONTGOMERY COUNTY COMMISSION
CAPITAL PROJECT/CONSTRUCTION OTHER FUNDS**

	Fund 206 Construction	Fund 116 Capital Impr.	Fund 112 Road & Bridge
Restrictions on Use	Provides funds for General County improvements/projects- Funded by General Fund and Debt Proceeds	Building Debt Service, Capital Projects	Debt for Bldg/Maintaining public Bldgs,road,bridges- Excess can be transferred to General Fund
	11/30/2012 Balance	11/30/2012 Balance	9/30/12 Fund Balance
FUNDS ON HAND	1,574,356	5,138,713	6,714,000
2013 Estimated Net Operations		551,000	(500,000)
2013 Budgeted Projects			
Replace Coils in Judicial Center	(65,000)		
Upgrade Judicial Center Fire Alarm system	(300,000)		
Other upgrades repairs	(68,500)		
Debt Service payment (2006 Issue)		(440,000)	
Transfer to General Fund			(1,150,311)
Projects in progress			
Exterior Weatherization-phase 2	(469,593)		
ESTIMATED FUNDS AVAILABLE	671,263	5,249,713	5,063,689
			Currently providing annual amounts for General Fund operations
Other Projects:			
Probate East Leasehold Renovations	550,000		
Annex I Renovations-			
Third Floor Family Court	982,000	\$260,535 expended to date	
Third Floor District Attorney	3,635,347		
Third Floor Probate Judge	810,210		
Second Floor Various	1,867,641		
First Floor Sheriff	1,136,452		
Directional, Ident. Signage	58,900		
Annex I Sub-total	<u>8,490,550</u>		
Youth Facility	8,311,128		

***Schedule of Funding Progress
Defined Benefit Pension Plan
For the Year Ended September 30, 2011***

Agenda

DEC 17 2012

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) Entry Age (b)*	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll [(b-a)/c]
09/30/2008 ¹	N/A	\$108,159,848	N/A	N/A	\$31,404,382	N/A
09/30/2009	\$83,808,371	\$116,950,147	\$33,141,776	71.7%	\$32,196,719	102.9%
09/30/2010 ²	\$87,450,070 ³	\$126,587,369	\$39,137,299	69.1%	\$33,767,280	115.9%

(*) Reflects liability for cost of living benefit increases granted on or after October 1, 1978.

¹ Reflects valuation of the Commission's previous retirement plan.

² Reflects the impact of Act Number 2011-27, which closes the DROP program to new applicants after March 24, 2011.

³ Market Value of Assets as of September 30, 2010: \$80,438,914.

N/A = Not Available

***Schedule of Funding Progress
Other Postemployment Benefits
For the Year Ended September 30, 2011***

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) Entry Age (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll [(b-a)/c]
09/30/2007*	\$0.00	\$63,627,698	\$63,627,698	0%	N/A	N/A
09/30/2010**	\$0.00	\$73,182,527	\$73,182,527	0%	\$31,001,908	236.06%

* Valuation performed by prior actuary.

**Rates of retirement, withdrawal, disability, and mortality rates have been adjusted to reflect rates comparable with the Alabama Employees' Retirement System.

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, January 7, 2013, at 8:00 in the morning.

Donald Z. Morris
Administrator

Elton N. Hearn, Jr.
Chairman