

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

DECEMBER 22, 2008

AGENDA

INFORMATION SESSION

Call to Order, Welcome at 8:00 a.m.

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney
County Engineer

Comments from Scheduled Attendees:

City-County Personnel Director Barbara M. Montoya
Probate Judge Reese McKinney, Jr. and Director of Elections Trey Granger
Central Alabama Regional Planning and Development Commission Executive Director
Bill Tucker and City-County EMA Director Steve Jones
Revenue Commissioner Sarah G. Spear
District Attorney Ellen Brooks
Tommy Lawrence with T.C.U. Consulting Services, LLC

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Chairman Strange

Pledge of Allegiance Led By Commissioner Williams

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of December 8, 2008

CONSENT AGENDA:

Consider Approval of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Approval of 2009 Blood Drives
2. Consider Approval of Board Member Reappointment to the Joint Public Charity Hospital Board
3. Consider Approval of Board Members' Reappointments to the Central Alabama Regional Planning and Development Commission Board
4. Consider Approval of Advisory Members' Reappointments to the Industrial Development Board of the City of Montgomery
5. Consider Approval of Board Members' Reappointments to the TIF Project Review Committee
6. Consider Approval of Board Members' Reappointments to the Montgomery County Parks and Recreation Board
7. Consider Approval of Board Members' Reappointments to the Montgomery County Public Building Authority
8. Consider Approval of Board Member Reappointment to the Waters Improvement District Board
9. Consider Approval of Contract with Human Resources Development Institute, Inc., of Alabama, LLC Regarding Program at the Davis Treatment Center, Youth Facility
10. Consider Adoption of Resolution Regarding Postcard Voter File Maintenance Program and Approval of Related Agency Agreement, Board of Registrars
11. Consider Approval of Xerox Printer Maintenance Contract Renewal, Information Systems
12. Consider Approval of Change Order Number 1 with CannDauSon Construction Regarding the Annex I, Phase 2 Construction Project, County Commission
13. Consider Approval of Change Order Number 2 with MTS Construction, Inc., Regarding the Sign Shop and Vehicle Maintenance Shop Construction Project, Engineering Department
14. Consider Approval of Payment of 2009 Membership Dues to National Association of County Information Officers for Manager of Public Affairs DiDi Henry
15. Consider Approval of Miscellaneous Appropriations Reprogramming Requests, County Commission

16. Consider Approval of Purchase Order to Alabama Correctional Industries for Phase 2 Furniture in Annex I, Sheriff's Office
17. Consider Approval of Bid Award for Book Binding, Bid No. 51100-08B-067, All Departments
18. Consider Approval of Budget Change Request Number 12, County Commission Appropriations
19. Consider Approval of Travel/Training Requests (9)

Old Business:

20. Consider Approval of Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) Licenses for Waugh Grocery, 12844 Highway 80 East, Pike Road, Alabama, County Commission

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Steve Till with the Alabama Department of Economic and Community Affairs, Energy, Weatherization and Technology Division

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

DECEMBER 22, 2008

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until
12:00 Noon.

DECEMBER 25, 2008

County Holiday (Christmas Day)

DECEMBER 26, 2008

County Holiday (Day after Christmas)

JANUARY 1, 2009

County Holiday (New Year's Day)

JANUARY 12, 2009

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until
12:00 Noon.

JANUARY 19, 2009

County Holiday (Robert E. Lee/Martin Luther King Jr.'s
Birthdays)

JANUARY 26, 2009

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until
12:00 Noon.

PERSONNEL ACTIONS

Fill action continues for 1 Clerk Typist II – County Commission Office
Fill action continues for 1 Grant Specialist – Public Affairs Department
Fill action continues for 1 Legal Support Assistant – District Attorney's Office
Fill action continues for 2 Customer Service Clerks – Probate Judge's Office
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 1 Probate Court Clerk – Probate Judge's Office
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 1 Assistant Revenue Clerk – Revenue Commissioner's Office
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 1 Program Analyst I – Information Systems Department
Fill action continues for 6 Deputy Sheriff Trainees/Deputy Sheriff – Sheriff's Office
Fill action continues for 1 Identification Officer – Sheriff's Office
Fill action continues for 36 Corrections Officer Trainees/Corrections Officers – Detention Facility
Fill action continues for 5 Corrections Officer Corporals – Detention Facility
Fill action continues for 3 Corrections Officer Sergeants – Detention Facility
Fill action continues for 7 Store Clerk I's – Detention Facility
Fill action continues for 1 Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Juvenile Detention Supervisor – Youth Facility
Fill action continues for 1 Juvenile Probation Officer I – Youth Facility
Fill action continues for 1 Juvenile Probation Supervisor – Youth Facility
Fill action continues for 2 County Road Equipment Operator I's – Engineering Department
Fill action continues for 1 County Road Equipment Operator II – Engineering Department
Fill action continues for 1 County Road Equipment Operator III – Engineering Department
Fill action continues for 1 Civil Engineering Technician I – Engineering Department
Fill action continues for 1 Civil Engineering Technician II – Engineering Department
Fill action continues for 1 Fuel Transport Operator – Engineering Department
Fill action continues for 1 Worthless Check Director – District Attorney's Worthless Check Unit
Fill action continues for 1 Clerk IV – District Attorney's Worthless Check Unit
Fill action continues for 1 Clerk II – District Attorney's Worthless Check Unit
Fill action continues for 2 Case Manager I's – District Attorney's Child Support Unit
Fill action continues for 1 Case Manager II – District Attorney's Child Support Unit

December 22, 2008

12-22-08 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 12-12-08

Check Number	To	Check Number
96922		97143
Total Checks Paid		\$2,491,007.62

CHECK #	PAYEE	AMOUNT	DATE
96919	Cleveland Avenue Branch YMCA	\$ 200,000.00	12/05/08
96920	McGriff Comm. Srv. Mont.	\$ 162.98	12/05/08
96921	Mont. Area Council on Aging, Inc.	\$ 8,700.00	12/05/08

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

12-22-08 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 12-19-08

Check Number	To	Check Number
97150		97374
Total Checks Paid		\$711,176.90

CHECK #	PAYEE	AMOUNT	DATE
97144	Regions Bank	\$6,325,000.00	12/11/08
97145	Service1st Bank	\$ 500,000.00	12/11/08
97146	Bush Thomas	\$ 200.00	12/12/08
97147	Micro Images, Inc.	\$ 356.80	12/12/08
97148	Peaches N Clean	\$ 446.90	12/12/08
97149	H & L Construction, Inc.	\$ 4,800.00	12/18/08

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

Agenda

DEC 22 2008

12/22/08 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
12/19/08

Payroll Check Number	55663	To	Payroll Check Number	55855	\$ 141,153.36
Direct Deposits					\$ 704,288.10
Payroll Check Number	55856	To	Payroll Check Number	55883	\$ 63,407.33
Direct Deposits					\$ 754,604.47
Federal Deposits					\$ 328,099.74
Total Payroll Paid					\$ 1,991,553.00

CHECK #

55884

PAYEE

Montgomery County District Civil

AMOUNT

\$ 596.99

DATE

12/19/08

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

DEC 22 2008



Office of Public Affairs

P.O. Box 1667
Montgomery, AL 36102
(334) 832-1270

December 18, 2008

MEMORANDUM

TO: Donnie Mims
County Administrator

FROM: DiDi Henry 
Manager of Public Affairs

SUBJECT: County Employee Blood Drives

Historically, the Montgomery County Commission has sponsored two employee blood drives annually. Permission is hereby requested to sponsor two blood drives in 2009. The first would be scheduled for January 5th with the American Red Cross and the other in the summer with LifeSouth.

Authorization is requested to permit these blood drives and allow elected officials and department heads to give employees who actually donate blood, four hours of administrative leave for having donated.

It is important to note that the County usually has very successful blood drives, and we know that blood donations save lives. Your approval of this request is appreciated.

DEC 22 2008

JOINT PUBLIC CHARITY HOSPITAL BOARD

3060 Mobile Highway • Montgomery, Alabama 36108

October 31, 2008

A. Z. Holloway, M.D.
Chairman

James R. Martin
Vice-Chairman

Henry Frazer, M.D.
Treasurer

Mary Weidler
Secretary

Richard Wilhoite
Board Member

Bart Cook, M.D.
Board Member

Mr. Donnie Mims
County Administrator
Montgomery County Commission
100 South Lawrence Street
Montgomery, AL 36104

Dear Mr. Mims:

Dr. Albert Holloway's term of office as a member of the Joint Public Charity Hospital Board expires October 5, 2008. He has agreed and we would like to recommend that he serve another three year term.

If you have any questions, please contact me at (334) 567-1165.

Sincerely,

James R. Martin

James R. Martin, Vice Chairman
Joint Public Charity Hospital Board

cc: A.Z. Holloway, Chairman

2008 NOV 7 - 4:10 PM

MONTGOMERY COUNTY
COMMISSION

Joint Public Charity Hospital Board

Members:

Term Expires:

Richard Wilhoite
7195 Fanning Mill Road
Grady, AL 36036

10/5/2010

Henry A. Frazer
500 Cherry Hill Place
Montgomery, AL 36117
Home: 271-1678

10/5/2010

Dr. Albert Holloway
2611 Woodley Park Drive
Montgomery, AL 36117
Phone: 288-0009

10/5/2008

Dawn Merritt
1700 Wentworth Drive
Montgomery, AL 36106
Home: 271-0940

10/5/2008

Mary B. Weidler
1722 Hill Hedge Drive
Montgomery, AL 36106

10/5/2009

Dr. Bart Cook
239 Mitylene Park Drive
Montgomery, AL 36117
Work: 612-2111

10/5/2009

James R. Martin (293-6500)
Administrator
Montgomery County Health Department
3060 Mobile Hwy
Montgomery, AL 36108

Permanent

Term: 3 years

Updated on 12/2007

Agenda

DEC 22 2008

Central Alabama Regional Planning And Development Commission Board

Members:

Term Expires:

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

11/10/2008

Donald L. Mims
County Administrator

11/10/2008

John A. Mitchell, Sr.
Deputy County Administrator

11/10/2008

James Williams
Montgomery County Parks and Recreation Department

11/10/2008

George C. Speake
Montgomery County Engineering Department

11/10/2008

James Kelly
Montgomery County Engineering Department

11/10/2008

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

Term: 4 years

Updated 12/2007

The Industrial Development Board
Of the City of Montgomery

Agenda

DEC 22 2008

Advisory Members

Members:

Term Expires:

Jerry Kyser
1537 Jean Street
Montgomery, AL 36107
Work: 262-8859

11/10/2008

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

11/10/2008

F. Berry Grant
Chairman

Advisory Board Members' Terms of Office begin 12/8/2003 to 12/31/2004.
After Terms Expiration on 12/31/2004, and beginning 1/1/2005, members
would serve four-year terms, concurrent with those of the County Commission.

Updated 12/2007

Agenda

DEC 22 2008

TIF Project Review Committee

Montgomery County Commission Members

Members:

Chairman Todd Strange
3300 Elebash Hill
Montgomery, AL 36106
Home: 272-1717

Term Expires:

11/10/2008

Commissioner Jiles Williams, Jr.
944 Alma Drive
Montgomery, AL 36108
Home: 262-0210

11/10/2008

Committee Members' would serve Four Year Terms, concurrent with their
Terms on the Montgomery County Commission.

Updated 12/2007

Agenda

DEC 22 2008

Montgomery County Parks and Recreation Board

Members:

Term Expires:

Andrew Hall
12370 Chantilly Parkway
Pike Road, AL 36064
Home: 260-0503
Cell: 221-0087

12/4/2011

Mark Salter
3909 Oak Street
Montgomery, AL 36104
Home: 262-4173
Work: 262-7727

12/4/2009



James B. Phillips
2139 Yarbrough Street
Montgomery, AL 36110
Home: 263-9438
Cell: 850-4667

12/4/2008

Willie R. Jones
2144 Council Street
Montgomery, AL 36108
(YMCA)

12/4/2010



Lynn Gowan
P.O. Box 241604
Montgomery, AL 36124
Cell: 391-4661

12/4/2007

Term: 5 years

Montgomery County Public Building Authority

Agenda

DEC 22 2008

Members:

Term Expires:



James B. Phillips
2139 Yarbrough Street
Montgomery, AL 36110
Phone: (H) 263-9438
(C) 549-4808

6/5/2008



Andrew Hall
12370 Chantilly Parkway
Pike Road, AL 36064
Phone: (H) 260-0503
(C) 221-0087

6/5/2008

Douglas Jones
3735 Llyde Lane
Montgomery, AL 36106
Phone: (H) 271-6448
(B) 240-6864
Email: djones@montgomerychamber.com

6/5/2012

Jim Ridling
2821 Eastern Boulevard
Montgomery, AL 36116
Phone: (B) 272-4560

6/5/2010

Andrew Hardwick
1161 Mizell Road
Montgomery, AL 36116
Phone: (H) 281-0254

6/5/2010

James Harrell
3407 Wintermead
Montgomery, AL 36111
Phone: (H) 284-2059
(C) 320-9941

6/5/2012

Term: 6 years

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

JOHN LITTLE
D. BRENT WILLS
SARAH S. JOHNSTON
S. REAGAN RUMSEY
JENNY R. WILSON
CLINTON D. GRAVES
OF COUNSEL:
SAMUEL KAUFMAN
GREGG B. EVERETT



KAUFMAN | GILPIN | MCKENZIE

KAUFMAN, GILPIN, MCKENZIE, THOMAS, WEISS, PC

*Thur. Memo
File Original*

Agenda

DEC 22 2008

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

December 1, 2008

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

Re: The Waters Improvement District -
Resolution Electing Director (Dale Walker)
Our File No. 2541.1004

Dear Donnie:

The Waters Improvement District (the "District") was established by The Montgomery Commission by a Resolution adopted June 28, 2004.

The term of one of the Directors, Dale Walker, will expire on December 31, 2008. On behalf of the District, we hereby request that Mr. Walker be reappointed to a full three-year term with a stated expiration date of December 31, 2011. Please forward a copy of the Resolution effecting the reappointment of Mr. Walker to me upon its adoption.

Thank you for your assistance on this matter. If you have any questions about this request, please do not hesitate to contact me.

Sincerely,

KAUFMAN GILPIN MCKENZIE THOMAS WEISS, PC

Robert E.L. Gilpin
Robert E.L. Gilpin

RELG:bsh

Enclosures

H:\WDOX\CLIENTS\2541\1004\100135141.WPD

2008 DEC -2 AM 10:49

COMMISSION

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

8-1

**RESOLUTION ELECTING DIRECTOR
FOR THE WATERS IMPROVEMENT DISTRICT**

WHEREAS, Dale Walker has been requested to serve as a member of the Board of Directors of The Waters Improvement District.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA, that Dale Walker be and is hereby appointed to serve on The Waters Improvement District for a term ending December 31, 2011.

STATE OF ALABAMA)
 :
MONTGOMERY COUNTY)

I, Donald L. Mims, Administrator of the County Commission of Montgomery County, Alabama, HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution which was duly adopted by the County Commission of Montgomery County, Alabama, at a regular meeting held the ____ day of _____, 2008.

This is the ____ day of _____, 2008.

Donald L. Mims, Administrator

DEC 22 2008

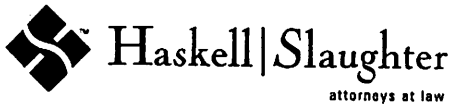
**Montgomery County
Youth Facility**

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Court Administrator
Date: December 18, 2008
Re: HRDI Contract Extension

I am requesting that I be allowed to discuss the HRDI contract extension at the working session before the next County Commission meeting and that this be placed on the official agenda following the working session.

Thank you for your consideration.



Constance C. Walker
ccw@hsy.com

Haskell Slaughter Young & Gallion, LLC
305 South Lawrence Street
Montgomery, Alabama 36104
Post Office Box 4660
Montgomery, Alabama 36103-4660
t. 334.265.8573 | f. 334.264.7945

December 2, 2008

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

RE: Montgomery County Youth Facility contract with HRDI

Dear Donnie:

Enclosed is a copy of an amendment to the contract between HRDI and Montgomery County. As you know, HRDI is administering the program at the Davis Treatment Center. The contract expired September 30, 2008, and Bruce Howell and I asked HRDI to execute the attached contract that provides for an extension of the contract for an additional 90 days. At the end of the 90 days, we plan to enter into a revised contract.

I would appreciate it if you would please place this on the agenda for approval at the next county commission meeting.

Sincerely,

Constance C. Walker

CCW/gt

Enclosures

cc: Thomas T. Gallion, III

2008 DEC -5 5:11:27

RECEIVED
MONTGOMERY COUNTY
COMMISSION

ROBERT S. SPADONI

Attorney at Law
1822 Kelly Court
Darien, Illinois 60561

Telephone (630) 624-0228
Facsimile (630) 964-4198
E-mail robertspadoni@aol.com

November 25, 2008

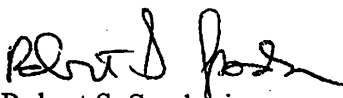
Constance C. Walker
Haskell Slaughter Young & Gallion, LLC
305 South Lawrence Street
Montgomery, AL 36104

Re: **HRDI Contract : Montgomery County Youth Facility**

Dear Connie:

Enclosed please find two executed originals of the AMENDMENT TO CONTRACTUAL AGREEMENT BETWEEN THE MONTGOMERY COUNTY COMMISSION/MONTGOMERY COUNTY JUVENILE COURT AND HUMAN RESOURCES DEVELOPMENT INSTITUTE OF ALABAMA, LLC which will extend the contract through December 31, 2008. Please return to me a fully executed original. It is my understanding that HRDI should receive its Alabama Medicaid number this week. I will let you know when HRDI receives it number. If you have any questions please call me.

Very truly yours,


Robert S. Spadoni

RSS/

Enclosures

cc: Andrea G. Barthwell, M.D.
Michael Barnes
Evelyn Willis
Renzy Richardson

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACT NO. _____

AMENDMENT TO CONTRACTUAL AGREEMENT
BETWEEN

THE MONTGOMERY COUNTY COMMISSION/
MONTGOMERY COUNTY JUVENILE COURT
AND

HUMAN RESOURCES DEVELOPMENT INSTITUTE, INC., OF
ALABAMA, LLC

COME NOW The Montgomery County Commission/Montgomery County Juvenile Court, referred to as the COUNTY, and Human Resources Development Institute of Alabama, LLC., referred to as Provider and do hereby amend the "Contractual Agreement between the Montgomery County Commission/ Montgomery County Juvenile Court and Human Resources Development Institute of Alabama, LLC," executed by the Montgomery County Commission on August 7, 2006, as amended on May 14, 2008 as follows:

2. That the contract term is hereby renewed so that the new term is October 1, 2008 through December 31, 2008.

EXCEPT AS AMENDED HEREBY, the Contractual Agreement between the Montgomery County Commission, Montgomery County Juvenile Court and Human Resources Development Institute of Alabama, LLC, executed by the Montgomery County Commission on August 7, 2006, and amended on May 14, 2008, shall in all other respects be ratified and confirmed.

BY AFFIRMING our signatures hereto, all parties affirm the terms of this amendment.

**Human Resources Development
Institute, Inc.**

By: Andrea G. Barthwell, LLC

Position: CEO

Date: 11/25/08

Montgomery County Juvenile Court

By: _____

Position: _____

Date: _____

Montgomery County Commission

By: _____

Todd Strange
Chairman

Date: _____



ESTABLISHED 1816

BOARD OF REGISTRARS

MONTGOMERY COUNTY

Agenda

November 26, 2008

DEC 22 2008

MEMORANDUM

TO: Donald L. Mims, Administrator
Montgomery County Commission

FROM: George M. Noblin
Chairman

2008 DEC -2 AM 10:50

MONTGOMERY
COUNTY
COMMISSION

SUBJECT: Agency Agreement for Voter Address Verification Program

In January 2009, this Board will begin the fourth cycle of the voter file maintenance process begun in 1997. The process is required by Act 95-769, passed by the Alabama Legislature to comply with the federal National Voter Registration Act.

As in previous years, the Secretary of State is offering to serve as the agent for Montgomery County in conducting the mail-outs required by the aforementioned act, to include a non-forwardable notice to all registered voters in the county, followed by a forwardable notice. As such, that office will prepare and mail all the required notices to voters and pay the postage expenses for those notices.

Further, to address any concerns about possible delayed reimbursement of mailing costs, the Secretary of State, acting as an agent for the county in conducting these mail-outs will pay the up-front costs. As a result, the state will save a considerable amount of money due to the efficiencies realized by consolidating the mail-outs at the state level and counties will benefit greatly by utilizing state personnel and by not having to pay the up-front postage costs. The only costs paid at the county level are associated with the returns from the forwardable notices, and those are reimbursable.

As was the case in 2005, reimbursement by the County to the State will be made from the State Elections Fund from those funds to which the county is entitled for the purpose of meeting the mandated costs of the Voter Address Verification Program.

Also, as before, in order for Montgomery County to participate in this procedure, it will be necessary for the County Commission to adopt the enclosed sample resolution and execute the enclosed agency agreement. The original adopted resolution and original executive agreement must be sent by January 2, 2009, to the Elections Division of the Office of Secretary of State, ATTN: Ed Packard, P.O. Box 5616, Montgomery, Alabama 36103-5616.

RESOLUTION BY

MONTGOMERY

COUNTY, ALABAMA, COMMISSION

WHEREAS Act 95-769 requires the Montgomery County Board of Registrars to implement a voter file maintenance process, and

WHEREAS Act 95-769 also requires the Montgomery County Commission to pay the cost of postage necessary to mail certain notices to voters and to subsequently apply for and receive reimbursement for such costs from the State of Alabama, and

WHEREAS the Alabama Secretary of State has indicated that her office is willing to serve as the agent for the Montgomery County Commission for the purposes of paying postage costs and collecting reimbursements for such costs from the State Elections Fund as provided for in Act 95-769 , and

WHEREAS the Alabama Secretary of State served as the agent for the Montgomery County Commission in 1997, 2001 and 2005, for the purposes of paying postage costs and collecting reimbursements from the State Elections Fund as provided for in Act 95-769, now therefor

BE IT RESOLVED BY the Montgomery County Commission that it hereby agrees to appoint the Secretary of State to serve as its agent for the purposes of paying postage costs necessary for the mailing of certain notices to voters as required by Act 95-769 and collecting reimbursements for such costs from the State Elections Fund as provided in the Act, and now

BE IT FURTHER RESOLVED that the Chairperson of the Montgomery County Commission is authorized to execute an agency agreement to be entered into between this county and the Office of the Alabama Secretary of State.

Adopted this _____ day of _____ of the year 2008.

_____	_____
_____	_____
_____	_____
_____	_____

STATE OF ALABAMA

DATE: _____

COUNTY OF MONTGOMERY

AGENCY AGREEMENT

The Montgomery County Commission hereby authorizes the Alabama Secretary of State to act as its agent for the purposes of paying postage necessary for the mailing of certain notices to voters as required by Act 95-769 and collecting reimbursements from the State Elections Fund associated with compliance with Act 95-769. The County Commission understands that the Secretary of State will be paying postage on the voter notifications required by §17-4-30(a), Code of Alabama (1975) for which the Commission will be obligated to reimburse the Secretary of State by this agreement and that such reimbursement shall occur from monies the County is entitled to for such costs from the State Elections Fund. The County Commission also agrees that the business reply mail account fee and business reply mail postage charges will remain its responsibility for which it may be reimbursed by the State of Alabama under the normal operation of the Act.

Chairperson
County Commission

Acceptance by the Secretary of State:

Beth Chapman
Secretary of State

ALABAMA STATE CAPITOL
600 DEXTER AVENUE
SUITE S-105
MONTGOMERY, AL 36130



Thur Memo

(334) 242-7200
FAX (334) 242-4993

WWW.SOS.ALABAMA.GOV

BETH CHAPMAN
SECRETARY OF STATE

MEMORANDUM

To: All Chairpersons
Alabama County Commissions

From: Beth Chapman
Secretary of State *Beth Chapman*

cc: All Boards of Registrars

Date: November 21, 2008

Subject: Designation of Agent for Postcard Voter File Maintenance Program

2008 NOV 24 AM 11:17

MONTGOMERY COUNTY
COMMISSION

In January 2009, your county board of registrars will begin the fourth cycle of the voter file maintenance process that began in 1997. The process is required by Act 95-769. The Act was passed by the Alabama Legislature in order to bring the state into compliance with the federal National Voter Registration Act ("NVRA").

As in previous years, this office is offering to serve as the agent for your county in conducting the mail-outs required by Act 95-769. As your county's agent, our office will prepare and mail all the required notices to voters and pay the postage expenses for those notices. **Please complete the enclosed "Resolution" and "Agency Agreement" to designate the Office of the Secretary of State as your county's agent and return these items to this office by January 2, 2009.**

Your county's board of registrars will be required to conduct two mass mailings in 2009 – one in January and another in the spring. The first will be a non-forwardable notice to all registered voters in the county. If the notice is returned indicating that the voter may have relocated, the board must then send a forwardable notice that includes a form that may be used by the voter to indicate his or her new address. The names of the voters who do not respond within a certain time period will be placed in a suspense file and on the inactive list.

10-4

Many individuals involved in the election process have expressed concern in previous years about the logistical problems associated with these procedures and the up-front costs that would have been borne by the counties. Additionally, many registrars have informed us that they did not have the staff and other resources to effectively implement the requirements of the NVRA. While the Act provides that the state will reimburse each county for all postage costs, many county commissions have expressed a concern about having to expend a considerable amount of money and having to wait a considerable amount of time to be reimbursed.

To address these concerns, the Office of the Secretary of State offered to serve as an agent for the counties in conducting these mail-outs and paying the up-front costs. Each county accepted this offer and passed a resolution designating the Office of the Secretary of State to serve as its agent. As a result, the state saved a considerable amount of money due to the efficiencies that could be realized by consolidating the mail-outs at the state level. The counties benefited greatly by utilizing state personnel and by not having to pay the up-front postage costs.

In order for your county to participate in this procedure, it will be necessary for your county commission to adopt the enclosed sample resolution and execute the enclosed agency agreement. Please send the original adopted resolution and original executed agreement by January 2, 2009 to:

Elections Division
Office of the Secretary of State
Attention: Ed Packard
P.O. Box 5616
Montgomery, Alabama 36103-5616

Please note that there will still be other postage costs associated with the voter file maintenance process that will be paid at the county level. Additionally, your county will incur an expense in November or December of this year when the board of registrars publishes in a newspaper the list of individuals to be removed from the voting list pursuant to the 2005 mail-out.

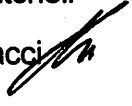
Under Act 95-769, the state will reimburse your county for all of the county-level postage expenses associated with this program and for 25% of the cost of publishing the list in the newspaper.

Should you have any questions, please feel free to contact Ed Packard in my office. He may be reached at 334-242-4845 or by e-mail at ed.packard@sos.alabama.gov.

enclosures (2)

DEC 22 2008

Memo

To: John Mitchell**From:** Lou Ialacci **CC:** Pat Silas**Date:** December 3, 2008**Re:** Xerox Printer Maintenance Contract Renewal

Attached is a renewal contract from Xerox for the maintenance of the high speed laser printer approved by the County Commission and purchased by the County in January 2006. The printer is in very good condition and is doing an excellent job of meeting the needs of the County.

The current contract is due to expire in January 2009. The renewal contract will be for two years with a very small reduction in price. The money is in the Information Systems 2008 – 2009 budget. The equipment is vital to meet the needs of the department for tasks like, printing payroll direct deposit notices, tag renewal notices, annual tax bills, and voter lists. In addition once the new financial system is implemented accounts payable checks and payroll checks will be printed on this machine as well. This will allow the IS department to remove an old printer and eliminate the maintenance on it.

We have worked with the Xerox maintenance people over the past three years and their service level has been very good. At this point in time it would not be feasible to look at alternative approaches for the maintenance. This may change at the end of this contract period as we transition our equipment needs.

I am requesting the Commissioners put this contract on the next agenda after being reviewed and receiving approval of the contract from the County Attorney. Thank you for your help.



Maintenance Agreement

Customer: MONTGOMERY, COUNTY OF

BillTo: COUNTY OF MONTGOMERY
MONTGOMERY COUNTY

Commission
100 S Lawrence St
Montgomery, AL 36104-4209

Install: COUNTY OF MONTGOMERY
MONTGOMERY COUNTY

Commission
100 S Lawrence St
Montgomery, AL 36104-4209

SSPA
EXCELLENCE
IN SERVICE OPERATIONS
2008



Certified Three Consecutive Years!

Monthly Pricing

Item	Maintenance Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. DP2K100M S/N G6U060095 Purchased From: Xerox	\$846.53	1: Total	1 - 75,000 75,001+	Included \$0.0069	- Term: 24 Months - Consumable Supplies Included for all prints - Pricing Fixed for Term
2. DPCNTRL-3 S/N PVK541842 Purchased From: Xerox	\$184.50	N/A	N/A	N/A	- Term: 24 Months - Full Service Maintenance Included - Pricing Fixed for Term
Total	\$1,031.03	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement
which consists of 4 pages including this face page.

Signer: Todd Strange

Phone: (334)832-1210

Signature: _____

Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Ronnie Kolnaik
(205)970-4681

For information on your Xerox Account, go to
www.xerox.com/AccountManagement



Terms and Conditions

SOLUTION/SERVICES:

1. PRODUCTS. "Products" shall refer collectively to all equipment (the "Equipment"), software, and supplies identified on the face of this Agreement. You represent that the Products are being ordered for your own business use (rather than resale) and that they will not be used for personal, household or family purposes.

2. CONSUMABLE SUPPLIES INCLUDED. If Consumable Supplies is identified in the Maintenance Plan Features. Maintenance Services will include black toner (excluding highlight color toner), black developer, copy Cartridges, and, if applicable, fuser ("Consumable Supplies"). For full-color Equipment, Consumable Supplies shall also include, as applicable, color toner and developer. For Products identified as "Phaser", Consumable Supplies may also include, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. You agree that the Consumable Supplies are Xerox's property until used by you, that you will use them only with the Equipment, that you will return all Cartridges to Xerox for remanufacturing once they have been run to their cease-function point (at Xerox's expense when using Xerox-supplied shipping labels), and that at the end of the term of this Agreement you will either (1) return any unused Consumable Supplies to Xerox (at Xerox's expense when using Xerox-supplied shipping labels), or (2) destroy them in a manner permitted by applicable law. Should your use of Consumable Supplies exceed Xerox's published yields for these items by more than 10%, you agree that Xerox shall have the right to charge you for any such excess usage. When requested by Xerox, you agree to provide meter readings and inventory of Consumable Supplies in your possession.

3. CARTRIDGES. If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), and unless you have entered into a Standard Maintenance Agreement as described herein, you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States and the failure to use such Cartridges shall void any warranty applicable to such Equipment. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new and/or reprocessed components. To enhance print quality, the Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S. Equipment configuration that permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge.

4. MAINTENANCE SERVICES. Xerox (or a designated servicer) will provide the following Maintenance Services under this Agreement (unless you are acquiring Equipment for which Xerox does not offer Maintenance Services; such Equipment to be designated as "No Svc."). Xerox will make repairs and adjustments necessary to keep Equipment in good working order. Parts required for repairs may be new, reprocessed or recovered. All parts/materials replaced, including as part of an upgrade, will become Xerox's property.

5. INSTALLATION SITE & METER READINGS. The Equipment installation site must conform to Xerox's published requirements throughout the term of this Agreement. If applicable, you agree to provide meter readings in the manner prescribed by Xerox. If you do not provide Xerox with meter readings as required, Xerox may estimate them and bill you accordingly.

6. EQUIPMENT REPLACEMENT. If Xerox is unable to maintain the Equipment as described, Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical product or, at Xerox's option, another product of equal or greater capabilities. If a replacement product is provided pursuant to this Section there will not be an additional charge for the replacement product and, except as set forth in the Section of this Agreement titled "ANNUAL PRICE INCREASES", there will not be an additional charge for Maintenance Services during the then-current term during which Maintenance Services are being provided.

7. PC/WORKSTATION REQUIREMENTS. In order to receive Maintenance Services and/or Software Support for Equipment requiring connection to a PC or workstation, you must utilize a PC or workstation that either (1) has been provided by Xerox, or (2) meets Xerox's published specifications.

8. HOURS & EXCLUSIONS. Unless otherwise stated, Maintenance Services will be provided during Xerox's standard working hours (excluding Xerox-recognized holidays) in areas within the United States, its territories, and possessions open for repair service for the Equipment at issue. You agree to give Xerox reasonable access to the Equipment. Maintenance Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Xerox, as well as any non-Xerox alterations, relocation, service, supplies, or consumables). You agree to use Equipment in accordance with, and to perform all operator maintenance procedures for Equipment as set forth in, the applicable manuals provided by Xerox.

9. SOFTWARE LICENSE. The following terms apply to copyrighted software and the accompanying documentation, including, but not limited to, operating system software, provided with or within the Xerox-brand Equipment acquired hereunder ("Base Software"), as well as software identified as "Application Software" on the face of this Agreement. This license does not apply to any Diagnostic Software or to any software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

A. Xerox grants you a non-exclusive, non-transferable license to use the Base Software within the United States, its territories, and possessions (the "United States") only on or with the Equipment with which (or within which) it was delivered. For Application Software, Xerox grants you a non-exclusive, non-transferable license to use this software within the United States on any single unit of equipment for as long as you are current in the payment of any indicated software license fees (including any Annual Renewal Fees). You have no other rights to the Base or Application Software and, in particular, may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer this software; (2) activate any software delivered with or within the Equipment in an unactivated state; or (3) allow others to engage in same. Title to the Base and Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Xerox and/or its licensors (who shall be considered third-party beneficiaries of this Agreement's software and limitation of liability provisions). Base and Application Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Equipment. Such disabling code may be activated if: (a) Xerox is denied reasonable access to the Base or Application Software to periodically reset such code; (b) you are notified of a default under any term of this Agreement; or (c) your license is terminated or expires.

B. Xerox may terminate your license for any Base Software (1) immediately if you no longer use or possess the Equipment or are a lessor of the Equipment and your first lessee no longer uses or possesses it, or (2) upon the termination of any agreement under which you have rented or leased the Equipment.

C. If you transfer possession of the Equipment after you obtain title to it, Xerox will offer the transferee a license to use the Base Software within the United States on or with it, subject to Xerox's then-applicable terms and license fees, if any, and provided the transfer is not in violation of Xerox's rights.

D. Xerox warrants that the Base and Application Software will perform in material conformity with its user documentation for a ninety (90) day period from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base or Application Software will be free from errors or that its operation will be uninterrupted.

10. SOFTWARE SUPPORT. During the period that Xerox (or a designated servicer) provides Maintenance Services for the Equipment but in no event longer than five (5) years after Xerox stops taking orders from customers for the subject model of Equipment, Xerox (or a designated servicer) will also provide software support for the Base Software you have licensed from Xerox under the following terms. In order to receive support for Base Software, you agree that title to the Base Software at all times remains solely with Xerox and/or Xerox's licensors and that the Base Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Equipment. You further agree that such disabling code may be activated if: (1) Xerox is denied access to the Base Software to periodically reset such code; (2) you otherwise breach any term of this Agreement or the agreement under which the Equipment was acquired; or (3) your license is terminated or expires. For Application Software licensed pursuant to this Agreement, Xerox will provide software support under the following terms provided you are current in the payment of all Initial License and Annual Renewal Fees (or, for programs not requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual

Terms and Conditions

"Support Only" Fees).

A. Xerox will assure that Base and Application Software performs in material conformity with its user documentation and will maintain a toll-free hotline during Xerox's standard working hours to answer related questions.

B. Xerox may make available new releases of the Base or Application Software that primarily incorporate coding error fixes and are designated as "Maintenance Releases". Maintenance Releases are provided at no charge and must be implemented within six (6) months after being made available to you. Each new Maintenance Release shall be considered Base or Application Software governed by the Software License and Software Support provisions of this Agreement. New releases of the Base or Application Software that are not Maintenance Releases, if any, may be subject to additional license fees at Xerox's then-current pricing and shall be considered Base or Application Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Xerox will not be in breach of its software support obligations hereunder if, in order to implement, in whole or in part, a new release of Base or Application Software provided or made available to you by Xerox, you must procure, at your expense, additional hardware and/or software from Xerox or any other entity. You agree to return or destroy all prior releases.

C. Xerox will use reasonable efforts, either directly and/or with its vendors, to resolve coding errors or provide workarounds or patches, provided you report problems as specified by Xerox.

D. Xerox shall not be obligated (1) to support any Base or Application Software that is two or more releases older than Xerox's most current release, or (2) to remedy coding errors if you have modified the Base or Application Software.

11. DIAGNOSTIC SOFTWARE. Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. The Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and/or Xerox's licensors. You agree that (a) your acquisition of the Equipment does not grant you a license or right to use the Diagnostic Software in any manner, and (b) that unless separately licensed by Xerox to do so, you will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). You agree at all times (including subsequent to the expiration of this Agreement) to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software.

PRICING PLAN/OFFERING SELECTED:

12. COMMENCEMENT & EXPIRATION. This Agreement will commence upon acceptance by Xerox and expire on the last day of the 12th, 24th, 36th, 48th or 60th full calendar month thereafter, as applicable.

13. PAYMENT TERMS. Invoices are payable upon receipt and payment is due and must be received by Xerox no later than thirty (30) days after the invoice date. Restrictive covenants on instruments or documents submitted for or with payments you send to Xerox will not reduce your obligations.

14. PAYMENTS. The Minimum Payment may include a Minimum Number of Prints. The Minimum Payment is billed in advance, with Print Charges for any prints made in excess of the Minimum Number of Prints billed in arrears.

15. LATE PAYMENT CHARGE. For any payment not received by Xerox within ten (10) days of the due date as set forth herein, Xerox may charge, and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or \$25 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

16. PRICING FIXED FOR TERM. If Pricing Fixed for Term is identified in the Maintenance Plan Features, the amount you pay Xerox to maintain the Equipment shall not increase during the initial term of this Agreement.

17. TAXES. You shall be responsible for any and all applicable Taxes, which will be included in Xerox's invoice unless you provide proof of your tax exempt status. "Taxes" shall mean any tax, assessment or charge imposed or collected by any governmental entity or any political subdivision thereof, however designated or levied, imposed on this Agreement or the amounts payable to Xerox by you for the billing of Products, Print Charges, services and maintenance of any kind. Taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes, plus any interest and/or penalty thereon, but excluding any taxes on Xerox's net income. If a taxing authority determines that Xerox did not collect all applicable Taxes, you shall remain liable to Xerox for such additional Taxes.

18. RENEWAL. Unless either party provides notice at least thirty (30) days before the

end of the term of its intention not to renew maintenance for any Equipment under this Agreement, it will renew automatically for successive terms of the same number of months, terms and conditions and billing frequency as the original Agreement. Pricing for this renewal term shall be at Xerox's then-current published pricing.

19. DEFAULT AND REMEDIES. You will be in default under this Agreement if (1) Xerox does not receive any payment within fifteen (15) days after the date it is due, or (2) you breach any other obligation hereunder. If you default, Xerox, in addition to its other remedies (including the cessation of Maintenance Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by law); (b) the lesser of the remaining Minimum Payment in the Agreement's term or six (6) such payments for one-year agreements (and twelve (12) such payments for multi-year agreements); and, (c) all applicable Taxes. Xerox's decision to waive or forgive a particular default shall not prevent Xerox from declaring any other default. In addition, if you default under this Agreement, you agree to pay all of the costs Xerox incurs to enforce its rights against you, including reasonable attorneys' fees and actual costs.

GENERAL TERMS & CONDITIONS:

20. REPRESENTATIONS, WARRANTIES & COVENANTS. Each party represents that, as of the date of this Agreement, it has the lawful power and authority to enter into this Agreement, the individuals signing this Agreement are duly authorized to do so on its behalf and, by entering this Agreement, it will not violate any law or other agreement to which it is a party. You are not aware of anything that will have a material negative effect on your ability to satisfy your payment obligations under this Agreement and all financial information you have provided, or will provide, to Xerox is true and accurate and provides a good representation of your financial condition. Each party agrees that it will promptly notify the other party in writing of a change in ownership, or if it relocates its principal place of business or changes the name of its business.

21. LIMITATION OF LIABILITY. Xerox shall not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. The above-stated limitation of liability shall not be applicable to any specific indemnification obligations set forth in this Agreement. Any action you take against Xerox must be commenced within two (2) years after the event that caused it.

22. CREDIT REPORTS. You authorize Xerox (or its agent) to obtain credit reports from commercial credit reporting agencies.

23. FORCE MAJEURE. Xerox shall not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; strike or other labor dispute; riot; misadventure of the sea; inability to secure materials and/or transportation; or a restriction imposed by legislation, or by an order, rule or regulation of any governmental entity. If such a circumstance occurs, Xerox shall undertake reasonable action to notify you of the same.

24. WARRANTY DISCLAIMER & WAIVER. XEROX DISCLAIMS, AND YOU WAIVE, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

25. INTELLECTUAL PROPERTY INDEMNITY. Xerox, at its expense, will defend you from, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights, provided you promptly notify Xerox of the alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it preapproves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement-related liabilities outside the scope of this Section including, but not limited to, infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

26. ASSIGNMENT. (a) If you wish to assign any rights or obligations under this Agreement, you shall provide a written notice to Xerox of such request for consent, with said notice including the name of the proposed assignee. Your request to assign this Agreement will be granted by Xerox if: (1) you are not in default under this Agreement

Terms and Conditions

or any other agreement with Xerox; (2) the proposed assignee agrees to the sections of this Agreement titled "PAYMENTS", "TAXES" and "CREDIT REPORTS" as applicable to it, for the purposes of the proposed assignment; (3) the proposed assignee meets Xerox's then current credit criteria for similar transactions as determined by Xerox in its sole discretion; and, (4) you and the proposed assignee execute a writing, in a form acceptable to Xerox, confirming said assignment. Assignment by you requires the written consent of Xerox and may not be accomplished by operation of law. (b) Xerox may assign this Agreement, in whole or in part, to a parent, subsidiary or affiliate of Xerox, or to a person or entity for the purposes of securitizing a pool of assets or as part of a third party financial transaction without prior notice to you; provided, however, any proposed assignment to a person or entity not identified previously in this sentence shall require your prior written consent. In the event of an assignment permitted by the preceding sentence, Xerox may, without notice to you, release information it has about you related to this Agreement. Each successive assignee of Xerox shall have all of the rights but none of the obligations of Xerox hereunder. You shall continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services, and you hereby waive and release any assignees of Xerox from any such claim relating to or arising from the performance of Xerox's obligations hereunder. You shall not assert any defense, counterclaim or setoff that you may have or claim against Xerox against any assignees of Xerox. In the event of an assignment by Xerox, you shall remit payments due in accordance with remittance instructions of the assignee.

27. MISCELLANEOUS. Notices must be in writing and will be deemed given five (5) days after mailing, or two (2) days after sending by nationally recognized overnight courier, to the other party's business address, or to such other address designated by

either party to the other by written notice given pursuant to this sentence. The term "business address" shall mean, for you, the "Bill to" address identified on the face of this Agreement and, for Xerox, the inquiry address set forth on the most recent invoice to you. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior and contemporaneous oral and written agreements, and shall be construed under the laws of the State of New York (without regard to conflict-of-law principles). You agree to the jurisdiction and venue of the federal and state courts in Monroe County, New York. In any action to enforce this Agreement, the parties agree to waive their right to a jury trial. If a court finds any term of this Agreement to be unenforceable, the remaining terms of this Agreement shall remain in effect. Both parties may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which shall be admissible in any action to enforce it, but only the Agreement held by Xerox shall be considered an original. Xerox may accept this Agreement either by its authorized signature or by commencing performance (e.g., Equipment delivery, initiating Maintenance Services, etc.). All changes to this Agreement must be made in a writing signed by both parties; accordingly, any terms on your ordering documents shall be of no force or effect.

28. REMOTE DATA COLLECTION. Xerox may automatically collect from the Equipment, via electronic transmission to a secure off-site location, certain data used by Xerox or a designated servicer to support and service the Equipment, or for Xerox billing, supplies replenishment or product improvement purposes. Automatically transmitted data may include, but is not limited to, product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox.

TODD STRANGE
CHAIRMAN

ELTON N. DEAN, SR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

Agenda

DEC 22 2008

December 18, 2008

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator 

SUBJECT: Change Order No. One
Montgomery County Courthouse
Annex 1 – Phase 2 Project

CannDauSon Construction has submitted the attached Change Order No. One for the Annex 1 construction project. Change Order Number One is comprised of items in the amount of \$57,877.67 and is forwarded to you for your approval at the next County Commission meeting on December 22, 2008.

I agree with the recommendations of the architect and consultant and ask the Commission to approve the attached change order. Your careful consideration of this matter is greatly appreciated.

JAM/rw

Attachments

T.C.U. CONSULTING SERVICES, LLC

P.O. Box 230487

Montgomery, Alabama 36123

(334)270-4255 (334)272-5731 Fax

Date: **December 17, 2008**To: **Montgomery County Commission****P.O. Box 1667**Attn: **John Mitchell****Montgomery, Alabama 36102-1667**Project: **Annex 1 - Phase 2 - 07-01-04**

THE FOLLOWING MATERIAL IS TRANSMITTED

☒ **With This Letter:**☐ **Under Separate Cover:**

☐ Drawings ☐ Prints ☐ Specifications ☐ Shop Drwgs ☐ Equipment Data ☐ Samples
☐ Estimates ☒ Other

COPIES	DATE OR #	DESCRIPTION
3	12/4/2008	Change Order Number 1 - \$57,877.67

This material is:

☐ For Information ☒ For Approval, Please return 2 Copies to us ☐ For Your File
☐ For Job Use ☐ Approved as noted ☐ To be Revised and Resubmitted
☐ Not Approved ☐ For Revision and Fabrication ☐

Comments: **I have reviewed the attached Change Order Number 1 and corrected one typo by the architect. The amount of the change order is correct and represents items that are previously approved. I have also attached a Change Order Log that shows the up to date amount of proposals that have been approved and are pending.**
Please return 2 signed copies to me for distribution.

cc: Job
File

By:

T.C.U. Consulting Services, LLC

Thomas L. Lawrence

12-2

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): Sheriff's Office Renovations, Montgomery County Courthouse	CHANGE ORDER NUMBER: 001 DATE: December 4, 2008	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐
TO CONTRACTOR (Name and address): CannDauson Construction 216 Echlin Blvd Prattville, AL 36066	ARCHITECT'S PROJECT NUMBER: 0704GV-A CONTRACT DATE: March 5, 2008 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

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

ADD Reframe Window Pockets on Forth Floor.....	\$12,859.15
ADD Enclosing Steel Structure on Forth Floor.....	\$1,470.74
ADD Provide drywall furring for plumbing and electrical work.....	\$1,172.77
ADD Provide drywall plumbing walls for shower units in rooms 432,443,445.....	\$1,801.84
DEDUCT Relocate new switch gear in Basement.....	(\$50,396.67)
DEDUCT Leave existing vertical high pressure duct in place.....	(\$18,752.00)
ADD Demo and remove existing old building generator.....	\$9,697.71
ADD Add additional mail slot units as directed by Sheriff.....	\$1,917.63
ADD Add data and power outlets and pull new wiring.....	\$79,030.20
ADD Add sound insulation in existing walls on forth floor.....	\$2,354.27
ADD Remove unexpected sidewalk, due to concrete thickness.....	\$1,917.63
ADD Relocate roof drains in existing elevator shaft.....	\$5,996.10
ADD Add porcelain tile floor and walls to rooms 407 and 408.....	\$15,823.68
DEDUCT Delete signage called for in Addendum #2.....	(\$6,391.50)

TOTAL.....\$57,877.67 *TLL*

The original Contract Sum was	\$	4,638,198.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	4,638,198.00
The Contract Sum will be increased by this Change Order in the amount of	\$	57,877.67
The new Contract Sum including this Change Order will be	\$	4,696,075.67

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

The date of Substantial Completion as of the date of this Change Order therefore is not changed

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

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

PH&J Architects, Inc
ARCHITECT (Firm name)

807 S. McDonough Street
Montgomery, AL 36104

ADDRESS

BY (Signature)

Patrick T. Addison, AIA
(Typed name)

DATE

Dec. 4, 2008

CannDauson Construction, Inc.
CONTRACTOR (Firm name)

216 Echlin Blvd
Prattville, AL 36066

ADDRESS

BY (Signature)

Ellen Barnett, Vice President
(Typed name)

DATE

12/10/08

Montgomery County Commission
OWNER (Firm name)

PO Box 1667
Montgomery, AL 36102

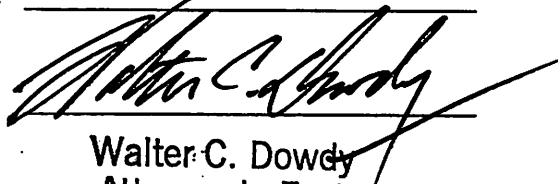
ADDRESS

BY (Signature)

Todd Strange, Chairman
(Typed name)

DATE

Travelers Casualty & Surety Company of America


Walter C. Dowdy
Attorney in Fact

CHANGE ORDER NUMBER ONE SUMMARY SHEET

Renovations to Montgomery County Courthouse Annex I - 2nd & 4th Floors
for the Montgomery County Commission, Montgomery, Alabama

PH&J #0704-GVA

<u>ITEM</u>	<u>COR</u>	<u>DESCRIPTION</u>	<u>COST</u>
	*		
A	2	Reframe Window Pockets on Forth Floor(Action Item 43)	\$12,859.15
B	3	Enclosing Steel Structure on Forth Floor (Action Item 50)	\$1,470.74
C	4	Provide Drywall Furring for Plumbing and Electrical Work (Action Item 50)	\$1,172.77
D	5	Provide Drywall Plumbing Walls for Shower Units in Rooms 432, 443 and 445 (Action Item 50)	\$1,801.84
	*		
E	7	Relocate New Switch Gear in Basement (Action Item 51)	(\$50,396.67)
F	8	Leave Existing Vertical High Pressure Duct in Place (Action Item 72)	(\$18,752.00)
G	9	Demo and Remove Existing Old Building Generator (Action Item 49)	\$9,697.71
H	10	Add Additional Mail Slot Units as Directed by Sheriff (Action Item 65)	\$1,293.75
	*		
I	13	Add Data and Power Outlets and Pull New Wiring (CAT 6 and TV Cableing) (Action Item 71)	\$79,030.20
J	14	Add Sound Insulation in Existing Walls on Forth Floor (Action Item 64)	\$2,354.27
K	15	Remove Unexpected Sidewalk, Due to Concrete Thickness (Action Item 61)	\$1,917.63
L	16	Relocate Roof Drains in Existing Elevator Shaft (Action Item 67)	\$5,996.10
	*		
M	18	Add Porcelain Floor and Wall Tile in Rooms 407 and 408 (Action Item 53)	\$15,823.68
N	19	Delete Signage Outlined in Addendum no. 2 (Action Item 77)	(\$6,391.50)

TOTALS

\$57,877.67

COR = Contractors Change Order Request Number

* = Break in sequencing

TODD STRANGE
CHAIRMAN
ELTON N. DEAN, SR.
VICE CHAIRMAN
REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

MONTGOMERY COUNTY COMMISSION
ENGINEERING DEPARTMENT
MONTGOMERY, ALABAMA 36102-1667

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190

Agenda

DEC 22 2008

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

George C. Speake
12/18/08

DATE: December 18, 2008

RE: CHANGE ORDER NO. 2
SIGN / VEHICLE MAINTENANCE SHOPS
BID NO. 53600-08B-056

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of attached Change Order No. 2 concerning additional items of work associated with the ongoing Sign Shop and Vehicle Maintenance Shop construction project. These additional items of work can be funded within our present budget for this construction contract.

If approved please have the attached change order executed and return to this office for further processing.

Attachments
GCS/gcs
cc: File

AIA Document G701™ – 2001

Change Order

PROJECT: (Name and address)
Sign/Vehicle Maint. Shops
1800 Terminal Road
Montgomery, AL 36108

TO CONTRACTOR: (Name and address)
MTS Construction, Inc.
281 East Mendel Parkway
Montgomery, AL 36117

CHANGE ORDER NUMBER: 2

DATE: December 16, 2008

ARCHITECT'S PROJECT NUMBER:
Bid No. 53600-08B-056

CONTRACT DATE: September 23, 2008

CONTRACT FOR: Sign/Vehicle Maintenance Shops

OWNER ☒

ARCHITECT ☒

CONTRACTOR ☐

FIELD ☐

OTHER ☐

The Contract is changed as follows:

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

SEE ATTACHED

The original (Contract Sum) was	\$ 1,155,549.00
The net change by previously authorized Change Orders	\$ 18,651.00
The (Contract Sum) prior to this Change Order was	\$ 1,174,200.00
The (Contract Sum) will be increased by this Change Order in the amount of	\$ 3,487.52
The new (Contract Sum) including this Change Order will be	\$ 1,177,687.52

The Contract Time will be unchanged by (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is May 18, 2009.

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

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

W.L. Bush Architect
ARCHITECT (Firm name)
3232 Rosa L. Parks Ave.
Montgomery, AL 36105
ADDRESS


BY (Signature)

W.L. Bush
(Typed name)

17 DEC 2008
DATE

MTS Construction, Inc.
CONTRACTOR (Firm name)
281 East Mendel Parkway
Montgomery, AL 36117
ADDRESS


BY (Signature)

Mike Taylor
(Typed name)

17 DEC 2008
DATE

Montgomery County Commission
OWNER (Firm name)
100 South Lawrence Street
Montgomery, AL 36104
ADDRESS


BY (Signature)
Todd Strange
(Typed name)

DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G701™ – 2001. Copyright © 1979, 1987, 2000 and 2001 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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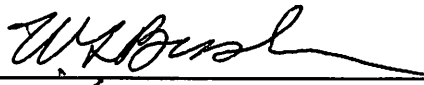
SIGN / VEHICLE MAINTENANCE SHOPS
MONTGOMERY COUNTY ENGINEERING DEPARTMENT
1800 TERMINAL ROAD, MONTGOMERY, AL 36108

Date: 12/16/08

<u>CHANGE ORDER PROPOSAL No. Two (2)</u>	<u>Total</u>	<u>Accept</u>	<u>Reject</u>
4.11 Install 2 psi natural gas line from boiler to existing gas meter	\$ 667.70	✓	OWNER REQUESTED
4.12 Add tee and 1" ball valve in cold water line for future hose bibs	\$ 46.00	✓	OWNER REQUESTED
4.13 Delete ball valves on hot and cold water lines above ceilings at Restrooms and Break Room	\$ (110.27)	✓	
4.21 Add ½ lite for Vehicle Repair Shop Office / Shop door	\$ 70.00	✓	OWNER REQUESTED
4.22 Add ½ lite for Vehicle Repair Shop Office / Exterior door	\$ 70.00	✓	OWNER REQUESTED
4.23 Change Vehicle Repair Shop view window from 1 lite to 2 lite	\$ 185.00	✓	OWNER REQUESTED
4.24 Add ½ lite for Sign Shop Office / Exterior door	\$ 70.00	✓	OWNER REQUESTED
4.31 Add glass to above listed doors and view window	\$ 396.00	✓	OWNER REQUESTED
4.41 Add new 16 oz. copper fascia and gravel guard at east end of existing Vehicle Repair Shop building	\$ 1,525.00	✓	OWNER REQUESTED
4.51 Add telephone / data box and conduit for Vehicle Repair Shop Office	\$ 113.20	✓	
SUBTOTAL	\$ 3,032.63		
15% Overhead and profit	\$ 454.89		
TOTAL	\$ 3,487.52		

Recommended by:

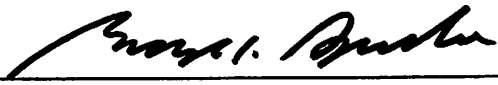
Architect


W. L. Bush, A.I.A.

17 DEC 2008
Date

Recommended by:

County Engineer


George C. Speake, P.E.

12/17/08
Date

DEC 22 2008



Office of Public Affairs

P.O. Box 1667
Montgomery, AL 36102
(334) 832-1270

DATE: December 18, 2008
TO: Donnie Mims
FROM: DiDi Henry *DH*
Public Affairs Manager
SUBJECT: NACIO Membership Dues

The yearly NACIO membership dues are due for January 2009. This organization, The National Association of County Information Officers, is part of the NACo organization. Membership provides access to other public information specialists across the county and they also offer seminars and other professional opportunities throughout the year. I am requesting that the membership be renewed. **The County Staff Membership is \$75.00 per year.**

Thank you for your consideration.

email us • 7



National Association of County Information Officers

* Home

JOIN NACIO

How to Join NACIO

Board of Directors

NACIO Officers

Past NACIO Presidents

Sign-up for Membership

About	Join NACIO	Events	Contact Us	Sponsor
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How to Join NACIO



Joining NACIO is easy – just use the website link or contact Tom Goodman at tgoodman@naco.org. NACIO memberships run on a calendar year. Please mail membership (made out to NACIO) to:

Tom Goodman, Public Affairs Director
National Association of Counties
25 Massachusetts Avenue, NW
Washington, DC 20001

Membership in NACIO provides you with access to PIOs across the country through the use of our listserv. We sponsor seminars and other professional opportunities throughout the year.

So how much is this membership going to cost you? The rates below are reasonable, whether you are a county or a corporate member.

Jane LeMaster, President

Membership Fees (based on calendar year):



County Staff Member (Individual) \$75
(\$50 for each additional staff member)

State Association Staff Member \$100
(\$50 for each additional staff member)

Non-County Governments \$175
(School Boards, Municipalities, etc.)

Corporate Membership \$250

Please work with all those within your state association interested in NACIO membership to insure proper due payments are made.

Please note that there will be no refunds granted

NACIO Members Receive:

- Access to NACIO's Online Membership Directory, and a Listing in the Online Directory
- A subscription to The Art of Communication, NACIO's newsletter, published twice per year
- A membership certificate, signed and dated each year
- Access to NACIO's ListServ
- Discounts on Entry Fees When Competing in NACIO's Annual Awards of Excellence Competition.

To make payments by VISA or MasterCard, please call NACIO's Public Affairs Office at (202) 393-6226.

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TODD STRANGE
CHAIRMAN

ELTON N. DEAN, SR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

Agenda

DEC 22 2008

December 22, 2008

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

I am requesting authority to reprogram the following from fund code 001-59320-499 (Agency, Miscellaneous Appropriations) to:

- C-2009-50: Montgomery County Recreation Department, Cleveland YMCA, for After School Program - \$5,000; (Williams)
- C-2009-51: Iron Men Outdoor Ministries, Inc., for Various Outdoor Activities Assisting Children in Need, Handicap Citizens and the Homeless - \$3,000; (Ingram)
- NC-2009-74: BOE, Brewbaker Junior High School, Principal's Discretionary Fund - \$500; (Ingram)
- NC-2009-75: BOE, Robert E. Lee High School, for Cheerleading Project, Attn: Julie Beard - \$1,000; (Strange)

DLM/tll

TODD STRANGE
CHAIRMAN

ELTON N. DEAN, SR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

Agenda

DEC 22 2008

December 18, 2008

MEMORANDUM

TO: Montgomery County Commission

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

RE: Annex I - Phase II Furniture

Attached is a proposal for furniture for the Sheriff's Office to be used on the 2nd and 4th floors of Annex I. This proposal from Alabama Correctional Industries was previously discussed during an information session of the Commission meeting.

This item was approved as a future agenda item. I ask the Commission to approve a purchase order in the amount of \$29,211.40 at the next meeting on December 22, 2008.

JAM/rw

Attachment

16-1



TCU CONSULTING SERVICES, LLC
CONSTRUCTION CONSULTANTS

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

December 3, 2008

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

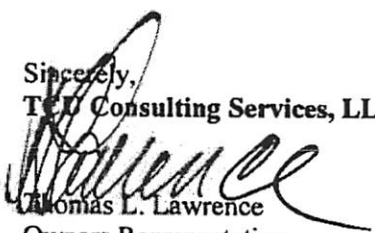
Re: Annex 1 – Phase II

Dear John:

I have received copies of proposals for furnishings to be used on the 4th and 2nd floors by the Sheriff's Department. I have reviewed the proposals and believe that the quote for \$29,211.40 is the one that should be considered by the Commission. There are two proposals for the same equipment with one having more laminated materials than painted materials. I believe the laminated materials will be more durable and for the small difference in cost the best purchase for the department. Please have these proposals put on the next agenda for the Commission's review and discussion.

If you have any questions please do not hesitate to call me.

Sincerely,
TCU Consulting Services, LLC


Thomas L. Lawrence
Owners Representative

cc: file
Ken Upchurch
Ray Tarode – PH&J Architect
Tim Cantey
Derrick Cunningham – Sheriff's Department

ALABAMA CORRECTIONAL INDUSTRIES

P. O. BOX 70084 OR 1400 LLOYD STREET

MONTGOMERY, AL 36107-0084

(334) 281-3800 OR 1-800-224-7007

FAX NUMBER: (334) 240-3162

11/21/08

Price Quote

SHIP TO: Montgomery Co Sheriff's Office

BILL TO: SAME

CUSTOMER CODE:

PROVIDER CODE:

CONTACT PERSON: Dave Brynn

QUANTITY	UNIT	DESCRIPTION	UNIT	TOTAL
1	ea	Riot Gear Benches, room 411, (painted)		\$ 375.00
1	ea	Counter Tops, Tech Room (laminated)		\$ 1,472.39
1	ea	Riot Gear Lockers, Room 411 (14 ea laminated)		\$ 9,366.40
1	ea	Base Cabinet, Tech Room (laminated)		\$ 2,809.75
1	ea	Tables, 24x48x30, Control Room (4 ea laminate tops & painted legs)		\$ 1,844.54
1	ea	Counter Top, Clerk's Room (laminated)		\$ 732.89
1	ea	Gun Cabinet, Armory room (painted)		\$ 1,317.89
1	ea	Gas Mask Cabinet 24x48x96, Armory rm (painted)		\$ 808.08
1	ea	Base Cabinet, Control Room (laminated top, painted base)		\$ 1,433.83
1	ea	Counter Tops & Drawer Box, Drug Evidence Room (laminated)		\$ 1,683.43
1	ea	Shelving w/Doors & locks , Evidence (painted)		\$ 7,367.20
TOTAL				\$ 29,211.40

IF YOU HAVE ANY QUESTIONS, PLEASE GIVE ME A CALL AT 1-800-224-7007 OR (334)261-3603.

Please sign this quote if you wish to place this order & return to ACI with your PO#

ACCEPTED BY:

ACCEPTED BY:

Robert Lachney

LRD

Alabama Correctional Industries

Buyer

16-3

DEC 22 2008

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director *PS*
Support Services

DATE: December 16, 2008

SUBJECT: Bid No. 51100-08B-067, Book Binding

Request approval of award on the above referenced bid to Southern Business Systems, the only bid received, for the amount of \$305.00, based on unit pricing, be placed on the agenda for the County Commission meeting on December 22, 2008. (copy of spread sheet attached)

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

Your approval is appreciated.

Attachment

[illegible]

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DEC 22 2008

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 12

DEPARTMENT:	County Commission Approps	REVIEWED:	S. Johnson	12/18/08
			Finance Director	Date
REQUESTED BY:	Donald Mims, Administrator	APPROVED:		
Elected Official/Dept. Head	12/18/2008	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montg Area Chamber of Commerce	001-59320-408	675,000	3,000	678,000
Project Incentives	001-59310-308	52,000	(3,000)	49,000
TOTAL		727,000	0	727,000

JUSTIFICATION:

To provide funding for the Chamber of Commerce Shop Montgomery County First Campaign.

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 22 2008

Request # 6

Date: December 5, 2008
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, AL
Departure Date: February 25, 2009 Return Date: February 27, 2009
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend the GFOAA 2009 Annual Conference

Traveler (s) Name: 1. Donald Mims 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$530.52 Advance Registration Required: \$175.00

Department Name: County Commission Fund Name: General

Additional Comments: Meals - 150.00; Mileage - 65.52; Hotel - 140.00; Registration - 175.00

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 12/22/08 reimbursement of actual and necessary expenses in the
approximate amount of \$530.52 and advance registration of \$175.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51100-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$6,529.14</u>	
Budget Available:	<u>\$33,470.86</u>	
Current Requests:	<u>\$530.52</u>	
Budget Balance:	<u>\$32,940.34</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/8/2008

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 22 2008

Request # 7

Date: December 17, 2008
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: January 26, 2009 Return Date: January 29, 2009
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: to attend the 2009 AAEM Winter Conference

Traveler (s) Name: 1. Reed Ingram 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$904.20 Advance Registration Required: \$175.00

Department Name: County Commission Fund Name: General

Additional Comments: 175.00 - Registration; 300.00 - Meals; 123.20 Mileage; 306.00 - Hotel

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 12/22/08 reimbursement of actual and necessary expenses in the
approximate amount of \$904.20 and advance registration of \$175.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51100-265 (ex: 000-00000-000)
Description: Registration & Training
Current Budget: \$40,000.00
Approved Requests: \$6,529.14
Budget Available: \$33,470.86
Current Requests: \$1,434.72
Budget Balance: \$32,036.14

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/17/2008

cc: Finance Director / Buyer

19-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 22 2008

Request # 8

Date: December 18, 2008
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Clanton, AL
Departure Date: January 13, 2009 Return Date: January 13, 2009
Conference Leave (Days / Hours): 4 Hours
Purpose of Travel: to attend the 2009 ACCA District Meeting

Traveler (s) Name: 1. Todd Strange 4. John Mitchell
2. Elton Dean 5. DiDi Henry
3. Donald Mims 6. _____

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

Total (est.) Cost: \$315.05 Advance Registration Required: \$100.00

Department Name: County Commission Fund Name: General

Additional Comments: Mileage - 215.05; Registration - 100.00

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 12/22/08 reimbursement of actual and necessary expenses in the
approximate amount of \$315.05 and advance registration of \$100.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51100-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$6,529.14</u>	
Budget Available:	<u>\$33,470.86</u>	
Current Requests:	<u>\$1,749.77</u>	
Budget Balance:	<u>\$31,721.09</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/18/2008

cc: Finance Director / Buyer

19-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

Agenda

DEC 22 2008

Date: December 19, 2008
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: September 25, 2009 Return Date: September 25, 2009
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend ASCPA Course: 17th Annual Financial Accounting and Auditing
Conference

Traveler (s) Name: 1. Donald L. Mims 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: County Commission Fund Name: General

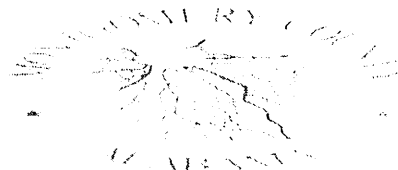
Additional Comments: Registration - \$175

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

The above request is app. 12/22/08 reimbursement of actual and necessary expenses in the
approximate amount of \$175.00 and advance registration of \$175.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$40,000.00</u>
Approved Requests:	<u>\$6,529.14</u>
Budget Available:	<u>\$33,470.86</u>
Current Requests:	<u>\$1,924.77</u>
Budget Balance:	<u>\$31,546.09</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/19/2008

cc: Finance Director / Buyer

19-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 22 2008

Request # 2

Date: December 17, 2008
To: Donald L. Mims, Administrator
From: Judge Reese McKinney, Jr.
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Guntersville State Park
Departure Date: February 1, 2009 Return Date: February 4, 2009
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: Alabama Probate Judges Association 2009 Winter Conference

Traveler (s) Name: 1. Judge Reese McKinney, Jr. 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,200.00 Advance Registration Required: \$325.00

Department Name: Probate Fund Name: 001-51300-265

Additional Comments: _____

To: Judge Reese McKinney, Jr.
From: Donald L. Mims, Administrator

The above request is app. 12/22/08 reimbursement of actual and necessary expenses in the
approximate amount of \$1,200.00 and advance registration of \$325.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51300-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$7,250.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$7,250.00</u>
Current Requests:	<u>\$1,200.00</u>
Budget Balance:	<u>\$6,050.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/17/2008

cc: Finance Director / Buyer

19.5

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 22 2008

Request # 3

Date: December 17, 2008
To: Donald L. Mims, Administrator
From: Trey Granger
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Guntersville, Alabama

Departure Date: February 1, 2009 Return Date: February 4, 2009

Conference Leave (Days / Hours): 4 days

Purpose of Travel: to attend the Probate Judge's Winter Conference at Lake Guntersville State
Resort in Guntersville, Alabama

Traveler (s) Name: 1. Trey Granger 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,200.00 Advance Registration Required: \$325.00

Department Name: Probate/Elections Fund Name: 10-265

Additional Comments: _____

To: Trey Granger
From: Donald L. Mims, Administrator

The above request is app. 12/22/08 reimbursement of actual and necessary expenses in the
approximate amount of \$1,200.00 and advance registration of \$325.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51910-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$6,000.00</u>
Approved Requests:	<u>\$1,500.00</u>
Budget Available:	<u>\$4,500.00</u>
Current Requests:	<u>\$1,200.00</u>
Budget Balance:	<u>\$3,300.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/17/2008

cc: Finance Director / Buyer

19-6

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 22 2008

Request # 5

Date: December 12, 2008
To: Donald L. Mims, Administrator
From: Lou Ialacci
Re: Travel / Training Request

RL

Request approval to be granted for the following:

Destination: Auburn University at Montgomery ATG
Departure Date: January 12, 2009 Return Date: January 19, 2009
Conference Leave (Days / Hours): 5 days
Purpose of Travel: To attend the course, "Planning & Maintaining a MSoft Windows Server 2003 Network Infrastructure"

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

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

Total (est.) Cost: \$1,452.00 Advance Registration Required: \$0.00

Department Name: Information Systems Fund Name: General

Additional Comments: _____

To: Lou Ialacci
From: Donald L. Mims, Administrator

The above request is app. 12/22/08 reimbursement of actual and necessary expenses in the
approximate amount of \$1,452.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51965-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$5,926.64</u>	
Budget Available:	<u>\$24,073.36</u>	
Current Requests:	<u>\$1,452.00</u>	
Budget Balance:	<u>\$22,621.36</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 12/16/2008
cc: Finance Director / Buyer

19-7

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 22 2008

Request # 6

Date: December 17, 2008
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

SKM

Request approval to be granted for the following:

Destination: Montevallo, AL
Departure Date: January 15, 2009 Return Date: January 15, 2009
Conference Leave (Days / Hours): 4 Hours
Purpose of Travel: to attend PESCA Quarterly Meeting

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: \$83.70 Advance Registration Required: \$0.00

Department Name: Risk Management Fund Name: General Liability

Additional Comments: Mileage - 73.70; Meal - 10.00

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

The above request is app. 12/22/08 reimbursement of actual and necessary expenses in the
approximate amount of \$83.70 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>007-51120-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$1,913.49</u>	
Budget Available:	<u>\$18,086.51</u>	
Current Requests:	<u>\$83.70</u>	
Budget Balance:	<u>\$18,002.81</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/17/2008

cc: Finance Director / Buyer

19-8

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 22 2008

Request # 5

Date: December 12, 2008
To: Donald L. Mims, Administrator
From: Barbara M. Montoya, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Mobile, Alabama
Departure Date: May 15, 2009 Return Date: May 20, 2009
Conference Leave (Days / Hours): 3 1/2 Days
Purpose of Travel: Southern Region IPMA-HR Conference

Traveler (s) Name: 1. Barbara M. Montoya 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Personnel Fund Name: Merit System

Additional Comments: No Cost To Montgomery County

To: Barbara M. Montoya, Director
From: Donald L. Mims, Administrator

The above request is app. 12/22/08 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code: 123-51961-265 (ex: 000-00000-000)
Description: Registration & Training
Current Budget: \$15,000.00
Approved Requests: \$2,918.00
Budget Available: \$12,082.00
Current Requests: \$0.00
Budget Balance: \$12,082.00

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/12/2008

cc: Finance Director / Buyer

19-9

DEC 22 2008

STATE OF ALABAMA, ALCOHOLIC BEVERAGE CONTROL BOARD, MONTGOMERY, ALABAMA

TYPE APPLICATION

050 - Retail Beer - (Off Premises Only)

Name of Applicant (s)

LEMORIS STINSON

Circle One:

Ind.

Part.

Assoc.

Corp.

LLC

Name and address of individual, partners and members, association, corporate officers, etc.,:

Name	D.L. # Title	Date of Birth Place of Birth	Present Residence Address	Length at Residence
LEMORIS STINSON	AL 2707995 Owner	06/12/1949 MONTGOMERY, AL	215 WILLIAMS STINSON ROAD PIKE ROAD, AL 36064	10 YRS

Corporate Information:

N/A

Date

N/A

County

N/A

(Enter book and page or document info.)

(Incorporation or Authority)

Trade Name WAUGH GROCERY

Location 12844 HWY 80 EAST PIKE ROAD, AL 36064

County MONTGOMERY

Mailing Address P.O. BOX 242727 MONTGOMERY, AL 36124

(Include Street or Post Office Box Address, City, State, and Zip Code)

☒ Previous Licensee Information ☐ Transferee

Licensee Name LEMORIS STINSON

Type

050/070

Year

2007-2008

Trade Name WAUGH GROCERY

License Number

N/A

Location (location transfer only) N/A

Has applicant complied with ABC Regulation # 20-X-5-.14 regarding financial responsibility?

Y N

Does the ABC Board have any actions pending against the current licensee? (If Yes, explain in Investigation Section)

Y N

Has ANYONE, including manager or applicant, had a Federal/State permit or license suspended, revoked or declined?

Y N

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended or revoked?

Y N

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

Y N

These premises are located in the: Corporate Limits Police Jurisdiction of WAUGH, Alabama (Enter N/A if not located in either)

Are any of the applicants, whether individual, member of partnership or association, or officers and directors of corporation or the corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this Act?

Y N

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage or distilled liquors permit or license issued under authority of this Act?

Y N

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate of another licensee, or from any firm, association or corporation operating under or regulated by the authority of this Act?

Y N

What is the applicants' primary source of funding? ☐ Loan ☐ Inheritance ☒ Individual(s) ☐ Business ☐ Other (explanation attached)

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

Y N

(If Yes, explain in Investigation Section)

Signature of applicant

Lemoris Stinson

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

STATE OF ALABAMA

COUNTY OF MONTGOMERY

Signed

Lemoris Stinson

Title Owner

Date 10/02/2008

The undersigned LEMORIS STINSON

(Name of applicant or member if Partnership or Association of Name and Title of Officer, if a Corporation)

applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

Sworn to and subscribed before me this 3rd day of October 2008

Signature of Notary Public

Notary Public, State at Large My commission expires 1/31/09

Business Phone (334) 396-4432

Signature of Affiant

Home Phone (334) 277-8903

Other (334) 202-1598

20-1

GENERAL APPLICATION INFORMATION

Contact Person: LEMORIS STINSON

Phone Numbers: Home: (334) 277-8903 Business: (334) 396-4432

Fax: _____ Pager: _____ Other: (334) 202-1598

Internet/Web Address: _____ Email Address: _____

Does the premises have a fully equipped and operational kitchen? Y N (NA)

Does the establishment have restroom facilities? (Y) N

Is place of business habitually and principally used for providing food to the public? Y N (Snacks Only) NA

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? Y (N)

Will this business be operated PRIMARILY as a package store? Y (N)

If a COMMON CARRIER, does each vehicle seat 10 or more persons? Y N (NA)

INVESTIGATION SECTION OF APPLICATION (To be completed by investigating ABC Agent)

Will applicant engage in the sale of tobacco products? (Y) N If yes, type of business: 41 - Convenience Store

Number of tobacco vending machines present: n/a

Will applicant engage in the sale of products containing ephedrine or pseudo-ephedrine? (Y) N (Benadryl, Claritin, Motrin, Sudafed, etc.)

Neighborhood Investigation waived in accordance with Application Guidelines ☒

Building seating capacity _____ License premises includes patio area Y (N)

Building Dimensions: Length _____ Width _____ Square Footage 1500 Sales and Display Square Footage _____

License covers: ☐ Entire structure ☒ Portion of: ☐ Top Floor ☐ Bottom Floor ☐ Other _____

License Structure: ☒ One Story ☐ Two Story ☐ Multi-Story ☐ Single Structure ☐ Shopping Center ☐ Motel/Hotel

Structure Material: ☐ Wood ☒ Brick/Block ☐ Metal/Pre-Fab ☐ Other _____

Is location within city limits? Y (N) Police Protection: County City _____

Number of licenses issued in vicinity: ☐ 0 ☒ 1-5 ☐ 6-10 ☐ more than 10 Nearest: 1/4 MILE

Nearest: ☐ School ☐ Church ☐ Private Residence

☒ within 2 blocks ☐ within 1/2 mile ☐ within 2 blocks ☐ within 1/2 mile ☐ within 2 blocks ☐ within 1/2 mile

☒ Exceeds Above ☒ Exceeds Above ☒ Exceeds Above

EXPLANATION OF LAW VIOLATIONS

List below the court records for law violations, if any, of each person interested in this application, including manager whether as a sole applicant, partner, officer, or member. (Do not include traffic violations, except DUI and Reckless Driving)

Name	Date	Violation	Jurisdiction	Disposition
I certify I have no criminal record.				

FILING FEE ACKNOWLEDGEMENT

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

Signature of Applicant: [Signature]

TRANSFER AGREEMENT

License Type: N/A License # N/A

I N/A (Name), as N/A (Title) holding current ABC License at this location, hereby authorize the ABC Board to transfer the license(s) to APPLICANT as appears on front of application, provided that this applicant obtains approval from the appropriate local governing body and meets all requirements of the ABC Board. I understand that I am responsible for the operation of this licensed establishment until the applicant obtains a re-issued license from the ABC Board. I also understand that if for any reason this transfer is not approved by the local governing body or the ABC Board, I must take over complete control, operation, and responsibility of these licensed premises. If I do not continue operation of this licensed establishment, I will relinquish my ABC License to the local ABC Board office, or local Agent.

Licensee	Date
	<u>N/A</u>
	<u>N/A</u>
Applicant	Date
	<u>N/A</u>
	<u>N/A</u>

(Note: If applicant or licensee is a partnership, ALL partners must sign this agreement)

LEASE/PROPERTY OWNERSHIP

If applicant OWNS property, is copy of recorded deed attached? Y (N)

If applicant has CONTRACT TO PURCHASE, is a copy of the recorded sales contract attached? Y (N)

If applicant is LEASING the property, is a copy of the lease agreement attached? (Y) N

A: Name of Property Owner/Lessor: ROSALIA ROSONE Contact #: _____

B: What is the LESSOR'S primary business? LANDLORD

C: Is LESSOR involved in any way with the Alcoholic Beverage business? Y (N) (If yes, explain on an attached sheet)

D: Is there any further interest in, or connection with, the licensee's business by the LESSOR? Y (N) (If yes, explain on an attached sheet)

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) [Signature]

Agent/ID _____ Supervisor [Signature]

AGENT: Application taken: 10/02/2008 Application/Investigation completed: / / Forwarded to D.O.: / /

LOCAL GOVERNMENT: Submitted: / / Received from: / /

SUPERVISOR: Received in District Office: / / Reviewed: / / Forwarded to C.O.: / /

20-2

STATE OF ALABAMA, ALCOHOLIC BEVERAGE CONTROL BOARD, MONTGOMERY, ALABAMA

Date Refused
By

TYPE APPLICATION

Date Approved
By

070 - Retail Table Wine - (Off Premises Only)

Name of Applicant (s)

LEMORIS STINSON

Circle One: Ind. Part. Assoc. Corp. LLC

Name and address of individual, partners and members, association, corporate officers, etc.,:

Name	D.L. # Title	Date of Birth Place of Birth	Present Residence Address	Length at Residence
LEMORIS STINSON	AL 2707995 Owner	06/12/1949 MONTGOMERY, AL	215 WILLIAMS STINSON ROAD PIKE ROAD, AL 36064	10 YRS

Corporate Information: N/A Date N/A County N/A
(Enter book and page or document info.) (Incorporation or Authority)

Trade Name WAUGH GROCERY

Location 12844 HWY 80 EAST PIKE ROAD, AL 36064 County MONTGOMERY

Mailing Address P.O. BOX 242727 MONTGOMERY, AL 36124
(Include Street or Post Office Box Address, City, State, and Zip Code)

☒ Previous Licensee Information ☐ Transferee

Licensee Name LEMORIS STINSON Type 050/070 Year 2007-2008

Trade Name WAUGH GROCERY License Number N/A

Location (location transfer only) N/A

Has applicant complied with ABC Regulation # 20-X-5-.14 regarding financial responsibility? Y N

Does the ABC Board have any actions pending against the current licensee? (If Yes, explain in Investigation Section) Y N

Has ANYONE, including manager or applicant, had a Federal/State permit or license suspended, revoked or declined? Y N

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended or revoked? Y N

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

These premises are located in the: Corporate Limits Police Jurisdiction of WAUGH, Alabama (Enter N/A if not located in either)

Are any of the applicants, whether individual, member of partnership or association, or officers and directors of corporation or the corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this Act? Y N

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage or distilled liquors permit or license issued under authority of this Act? Y N

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate of another licensee, or from any firm, association or corporation operating under or regulated by the authority of this Act? Y N

What is the applicants' primary source of funding? ☐ Loan ☐ Inheritance ☒ Individual(s) ☐ Business ☐ Other (explanation attached)

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

(If Yes, explain in Investigation Section) Signature of applicant

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

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

STATE OF ALABAMA

COUNTY OF MONTGOMERY

Signed

Title Owner Date 10/02/2008

The undersigned LEMORIS STINSON

(Name of applicant or member if Partnership or Association of Name and Title of Officer, if a Corporation)

applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

Sworn to and subscribed before me this 3th day of October 2008

Signature of Notary Public

Notary Public, State at Large My commission expires 1/31/09

Business Phone (334) 396-4432 Home Phone (334) 277-8903 Other (334) 202-1598

Signature of Applicant

20-3

GENERAL APPLICATION INFORMATION
Contact Person: LEMORIS STINSON
Phone Numbers: Home: (334) 277-8903 Business: (334) 396-4432
Fax: _____ Pager: _____ Other: (334) 202-1598
Internet/Web Address: _____ Email Address: _____

Does the premises have a fully equipped and operational kitchen? Y N (NA)
Does the establishment have restroom facilities? (Y) N
Is place of business habitually and principally used for providing food to the public? Y N (Snacks Only) NA
Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? Y (N)
Will this business be operated PRIMARILY as a package store? Y (N)
If a COMMON CARRIER, does each vehicle seat 10 or more persons? Y N (NA)

INVESTIGATION SECTION OF APPLICATION (To be completed by investigating ABC Agent)
Will applicant engage in the sale of tobacco products? (Y) N If yes, type of business: 41 - Convenience Store
Number of tobacco vending machines present: n/a
Will applicant engage in the sale of products containing ephedrine or pseudo-ephedrine? (Y) N (Benadryl, Claritin, Motrin, Sudafed, etc.)
Neighborhood Investigation waived in accordance with Application Guidelines ☒
Building seating capacity _____ License premises includes patio area Y (N)
Building Dimensions: Length _____ Width _____ Square Footage 1500 Sales and Display Square Footage _____
License covers: ☐ Entire structure ☒ Portion of: ☐ Top Floor ☐ Bottom Floor ☐ Other _____
License Structure: ☒ One Story ☐ Two Story ☐ Multi-Story ☐ Single Structure ☐ Shopping Center ☐ Motel/Hotel
Structure Material: ☐ Wood ☒ Brick/Block ☐ Metal/Pre-Fab ☐ Other _____
Is location within city limits? Y (N) Police Protection: (County) City _____
Number of licenses issued in vicinity: ☐ 0 ☒ 1-5 ☐ 6-10 ☐ more than 10 Nearest: 1/4 MILE
Nearest: School Church Private Residence
☒ within 2 blocks ☐ within 2 blocks ☐ within 2 blocks
☒ within 1/2 mile ☒ within 1/2 mile ☐ within 1/2 mile
☒ Exceeds Above ☒ Exceeds Above ☒ Exceeds Above

EXPLANATION OF LAW VIOLATIONS
List below the court records for law violations, if any, of each person interested in this application, including manager whether as a sole applicant, partner, officer, or member. (Do not include traffic violations, except DUI and Reckless Driving)
Name _____ Date _____ Violation _____ Jurisdiction _____ Disposition _____
I certify I have no criminal record.

FILING FEE ACKNOWLEDGEMENT

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

Signature of Applicant: Lemoris Stinson

TRANSFER AGREEMENT License Type: N/A License # N/A

I N/A, as N/A holding current ABC License at

(Name) (Title)
this location, hereby authorize the ABC Board to transfer the license(s) to APPLICANT as appears on front of application, provided that this applicant obtains approval from the appropriate local governing body and meets all requirements of the ABC Board. I understand that I am responsible for the operation of this licensed establishment until the applicant obtains a re-issued license from the ABC Board. I also understand that if for any reason this transfer is not approved by the local governing body or the ABC Board, I must take over complete control, operation, and responsibility of these licensed premises. If I do not continue operation of this licensed establishment, I will relinquish my ABC License to the local ABC Board office, or local Agent.

Licensee _____ Date N/A
Applicant _____ Date N/A

(Note: If applicant or licensee is a partnership, ALL partners must sign this agreement.)

LEASE/PROPERTY OWNERSHIP

If applicant OWNS property, is copy of recorded deed attached? Y (N)
If applicant has CONTRACT TO PURCHASE, is a copy of the recorded sales contract attached? Y (N)
If applicant is LEASING the property, is a copy of the lease agreement attached? (Y) N
A: Name of Property Owner/Lessor: ROSALIA ROSONE Contact #: _____
B: What is the LESSOR'S primary business? LANDLORD
C: Is LESSOR involved in any way with the Alcoholic Beverage business? Y (N) (If yes, explain on an attached sheet)
D: Is there any further interest in, or connection with, the licensee's business by the LESSOR? Y (N) (If yes, explain on an attached sheet)

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) LS
Agent/ID _____ Supervisor _____

(Review includes complete application packet)

AGENT: Application taken: 10/02/2008 Application/Investigation completed: _____ Forwarded to D.O.: _____
LOCAL GOVERNMENT: Submitted: _____ Received from: _____
SUPERVISOR: Received in District Office: _____ Reviewed: _____ Forwarded to C.O.: _____

20-4

D.T. MARSHALL, SHERIFF



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

October 6, 2008

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

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

SUBJECT : Waugh Grocery
12844 Hwy. 80 East
Pike Road, AL 36064

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

DTM/tb

Agenda

DEC 22 2008

To: Donnie Mims, County Administrator

From: Trey Granger

CC: Judge Reese McKinney
Commissioner Todd Strange, Chairman
Commissioner Elton Dean, Vice Chairman

Re: Administration of Montgomery Alabama Special Election – Mayor's Office

Date: December 17, 2008

On behalf of Judge McKinney, I am writing to notify you and the Commission of the City of Montgomery's recent request that the Montgomery Election Center conduct the special election to fill the vacancy in the Mayor's Office due to the incumbent's election to the United States House of Representatives in the recent General Election. We have been asked to conduct all aspects of the special election(s), including the administration of absentee voting, poll worker training, voter education, tabulation, and reporting. This election, like those we conduct routinely, will require that we utilize temporary help and also work not-traditional hours in some aspects of the administration of this election in order to serve the voting public in this process. As you will recall, we conducted both elections in 2007 for the City of Montgomery and the precedent established in that election was a win-win for the City, the County and the voting public of this community.

We are currently coordinating with City officials to conduct this upcoming election, possibly two elections, and plan to execute a memorandum of understanding that will establish our administrative charges, duties and responsibilities in conducting the election(s). The administration of this election will not incur any additional costs to the County, but will result in payment to the Judge of Probate/Election Center for the services provided. We would ask that this/these payment(s) be appropriated to Election Center for use in the full scope of administering absentee voting, voter education, the hiring of necessary temporary election and absentee workers in this City Election. The administrative payment from the City will be used for the City Election, but will also allow us to begin comprehensive preparation and related voter education efforts for the 2010 Election Cycle.

The official relationship is predicated upon the Mayor's resignation (which is scheduled for midnight on January 5, 2009) and a subsequent resolution of the City Council establishing the City's need for a Special Election. Time will be of the essence at that

juncture and we will have to hit the ground running to meet the aggressive timetable that will likely be proposed by the City Council. We are seeking the Commission's approval of this relationship and authorization of either the Chairman and/or Vice Chairman to join Judge McKinney and me in executing a Memorandum of Understanding with the City for the administration of the special election(s), the hiring of temporary personnel for the administration of the election and that the proceeds from the election be allocated and added to the Montgomery Election Center's current fiscal budget for election-related purposes set forth and established by the Judge of Probate.

We would ask that this request be placed on your formal agenda for next Monday's Commission meeting. I'll be happy to be of assistance to you in any manner – please let me know how I can be of help to you. Let me know if you have any questions regarding this opportunity for the Montgomery Election Center to be of service to the citizens of this community.



Tommie L. Miller, ACA, CGRPA, Chief Appraiser

John D. Ashmore, Jr., Chief Clerk

Agenda

DEC 22 2008

December 10, 2008

Services
Provided by your
Revenue
Commissioner's
Office

MEMORANDUM

TO: Montgomery County Commissioners

Ad Valorem Tax
Appraisals
Assessments

FROM: Sarah G. Spear *dba*
Revenue Commissioner

Classifications

RE: Auditor contract

Sales & Use Tax
Motor Fuels Tax

Real & Personal
Property

Current Use
Application &
Issuance

Exemptions

Manufactured
Home Decal

Applications &
Issuance

Redemption of Real
Property

I am requesting that the Appraisal Department be allowed to enter into a Personal Services Contract with Mrs. Jane Mardis to perform personal property audits. The state highly suggests that each county audit 20% of their personal property accounts annually. We have a ways to go in order to reach this goal. Mrs. Mardis will come into the office fully trained in the auditing aspect of the Appraisal office and will have an immediate impact.

The cost of this contract will be paid by the State, County, City and Board of Education. It is known in the auditing industry that auditors will return more to the County than the cost of the position. I feel that there is a wealth of untapped industry in Montgomery which will provide additional revenue for the County.

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

2008 DEC 10 PM 2:42

COMMISIONER
MONTGOMERY COUNTY

22-1



Tommie L. Miller, ACA, CGRPA, Chief Appraiser

John D. Ashmore, Jr., Chief Clerk

PERSONAL SERVICES CONTRACT

Services

Provided by your

Revenue

*Commissioner's
Office*

*Ad Valorem Tax
Appraisals*

Assessments

Classifications

*Sales & Use Tax
Motor Fuels Tax*

*Real & Personal
Property*

Current Use

*Application &
Issuance*

Exemptions

*Manufactured
Home Decal
Applications &
Issuance*

*Redemption of Real
Property*

The Montgomery County Commission hereby enters into a Personal Services Contract with Mrs. Jane Mardis, to perform personal property audits for the Montgomery County Appraisal Department and to provide status reports and a written report on all audits performed to Mr. Will Martin and Ms. Stella Henley. This Contract is for a period not to exceed one hundred eighty (180) days, beginning December 29, 2008 and ending June 27, 2009 with an option to extend the Contract for an additional sixty (60) if necessary.

The Montgomery County Commission will pay Mrs. Jane Mardis \$2,930.46 bi-weekly, for a total Contract amount not to exceed \$37,677.34. Mrs. Mardis will be compensated on a bi-weekly basis upon submission of a proper invoice.

This Contract may be terminated by either party, by giving thirty (30) days written notice.

Date

Jane Mardis

Date

Todd Strange, Chairman
Montgomery County Commission



Offices of
Ellen Brooks

District Attorney

Fifteenth Judicial Circuit of Alabama

DARYL D. BAILEY
CHIEF DEPUTY DISTRICT ATTORNEY

RHONDA B. CAPE
ADMINISTRATIVE ASSISTANT

JERRY N. BLOODSWORTH
CHIEF INVESTIGATOR

MONTGOMERY COUNTY COURTHOUSE
251 SOUTH LAWRENCE STREET
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

*Thurs. Memo
Wave Rules*



(334) 832-2550
FAX (334) 832-1615

Agenda

DEC 22 2008

December 17, 2008

Mr. Donald L. Mims, Administrator
Montgomery County Commission
Montgomery County Annex I
100 South Lawrence Street
Montgomery, Alabama 36104

RE: Pre-Trial Diversion Program

Dear Donnie,

At the meeting with the Commissioners on November 25, 2008, they reaffirmed their support of the Pre-Trial Diversion Program and agreed to provide for its expansion.

Therefore, I am requesting the Commission assign to us sufficient space to continue operations for the PTD program including anticipated growth; to approve the creation, fill request, and funding for one intake officer; and to approve funding for the additional counseling hours.

The funding increase necessary will at most be \$55,806 for the balance of the current fiscal year.

Please place this request on the Commission Agenda for December 22, 2008.

Sincerely,

Ellen Brooks
District Attorney

2008 DEC 17 PM 2:25
MONTGOMERY COUNTY COMMISSION

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

December 22, 2008

MEMORANDUM

To: Montgomery County Commission

From: Donald L. Mims *DLM*
County Administrator

Subject: Allocation of Office Space to Pre-Trial Diversion Program

During the December 8, 2008 County Commission meeting, District Attorney Ellen Brooks requested additional office space for the Pre-Trial Diversion Program located on the third floor of Annex II. After meeting with Program Director Carter Papke, it was determined that if the entire third floor was allocated to the Pre-Trial Diversion Program, then this would be sufficient for many years. In order to implement this allocation the following is recommended:

1. Prior to January 5, 2009, relocate the Parks and Recreation Office from room 303, to Annex I, Grant Specialist Office.
2. Prior to February 1, 2009, relocate Risk Manager, Scott Kramer and Judy Singletary, from rooms 304 and 306 to their new offices in Annex III.
3. Prior to April 1, 2009, relocate the Veterans Administration Offices from rooms 321, 322, 323 and 324 of Annex II to rooms 223, 224, 225, 227 and one adjacent office (room number not assigned) on the second floor of Annex II.
4. Prior to April 1, 2009, relocate the Examiners of Public Accounts from rooms 333 and 326 to the second floor, rooms 226 and the two adjacent offices (room numbers not assigned).
5. Prior to April 1, 2010, relocate the Probate Mental Health Offices from rooms 327, 328, 329, 331 and 332, to their new offices in Annex I.

TODD STRANGE
CHAIRMAN

ELTON N. DEAN, SR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

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www.mc-ala.org

Agenda

DEC 22 2008

December 18, 2008

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr. 
Deputy Administrator

SUBJECT: Owner/Architect Agreement for
3rd Floor – Annex I

P H & J Architects has submitted the attached agreement for construction work on the 3rd floor of Annex I.

I agree with the recommendations of the architect and consultant and ask the Commission to waive rules and approve this agreement at the next County Commission meeting on December 22, 2008.

Your careful consideration of this matter is greatly appreciated.

JAM/rw

Attachments

T.C.U. CONSULTING SERVICES, LLC
P.O. Box 230487
Montgomery, Alabama 36123
(334)270-4255 (334)272-5731 Fax

Date: December 8, 2008

To: Montgomery County Commission

P.O. Box 1667

Attn: John Mitchell

Montgomery, Alabama 36102-1667

Project: Annex 1 - Phase 2 - 07-01-04

THE FOLLOWING MATERIAL IS TRANSMITTED

☒ With This Letter:

☐ Under Separate Cover:

☐ Drawings ☐ Prints ☐ Specifications ☐ Shop Drwgs ☐ Equipment Data ☐ Samples
☐ Estimates ☒ Other

COPIES	DATE OR #	DESCRIPTION
3	11/28/2008	Owner / Architect Agreement for 3rd floor of Annex 1

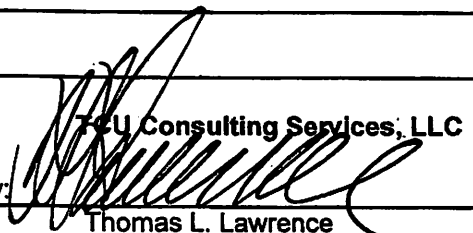
This material is:

☐ For Information ☐ For Approval, Please return 2 Copies to us ☐ For Your File
☐ For Job Use ☐ Approved as noted ☐ To be Revised and Resubmitted
☐ Not Approved ☐ For Revision and Fabrication

Comments: I have reviewed the attached document and recommend that it be placed in line for
review and signature of the County Commission.

If you have any questions please do not hesitate to call.

cc: Job
File

By: 
T.C.U. Consulting Services, LLC
Thomas L. Lawrence

AIA® Document B151™ – 1997

Abbreviated Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the twenty-eight day of November in the year 2008
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

The Montgomery County Commission of
Montgomery County, Alabama
100 South Lawrence Street, Montgomery, AL 36104

and the Architect:
(Name, address and other information)

PH&J Architect, Inc
807 South McDonough Street
Montgomery, AL 36104

For the following Project:
(Include detailed description of Project)
Renovate 3rd floor of Annex 1 for District Attorney and Probate Judge; Plus Such
Miscellaneous Projects as the Commission, through the County Administrator, Shall
Direct in Writing to be Undertaken by the Architect.
PH&J# 0818GV

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Articles 2, 3 and 12.

§ 1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.3 The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 The services covered by this Agreement are subject to the time limitations contained in Section 11.5.1.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 DEFINITION

The Architect's Basic Services consist of those described in Sections 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

§ 2.2 SCHEMATIC DESIGN PHASE

§ 2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

§ 2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Section 5.2.1.

§ 2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

§ 2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

§ 2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.

§ 2.3 DESIGN DEVELOPMENT PHASE

§ 2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

§ 2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE

§ 2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

§ 2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

Init.

§ 2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

§ 2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 2.5 BIDDING OR NEGOTIATION PHASE

The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

§ 2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

§ 2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

§ 2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 2.6.3 Duties, responsibilities and limitations of authority of the Architect under this Section 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

§ 2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.6.5 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 2.6.6 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.6.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 2.6.9 CERTIFICATES FOR PAYMENT

§ 2.6.9.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

§ 2.6.9.2 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 2.6.9.3 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.10 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.6.11 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.12 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Sections 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

§ 2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the

Init.

Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

§ 2.6.17 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.18 The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Section 2.6.17, shall be subject to mediation and arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 GENERAL

§ 3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Sections 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Section 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

§ 3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

§ 3.2.1 If more extensive representation at the site than is described in Section 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

§ 3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

§ 3.2.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

§ 3.3 CONTINGENT ADDITIONAL SERVICES

§ 3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

- 1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- 2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- 3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

Init.

§ 3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Section 5.2.5.

§ 3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

§ 3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

§ 3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

§ 3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

§ 3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

§ 3.3.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

§ 3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

§ 3.4 OPTIONAL ADDITIONAL SERVICES

§ 3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

§ 3.4.2 Providing financial feasibility or other special studies.

§ 3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

§ 3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

§ 3.4.5 Providing services relative to future facilities, systems and equipment.

§ 3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

§ 3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

§ 3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

§ 3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

§ 3.4.10 Providing detailed estimates of Construction Cost.

§ 3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

§ 3.4.12 Providing analyses of owning and operating costs.

§ 3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

Init.

§ 3.4.14 Providing services for planning tenant or rental spaces.

§ 3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

§ 3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

§ 3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

§ 3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

§ 3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

§ 3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4. OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

§ 4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 4.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

§ 4.6 The Owner shall furnish the services of consultants other than those designated in Section 4.5 when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 4.7 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

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§ 4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

§ 4.9 The services, information, surveys and reports required by Sections 4.4 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

§ 4.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 5 CONSTRUCTION COST

§ 5.1 DEFINITION

§ 5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 5.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.

§ 5.2 RESPONSIBILITY FOR CONSTRUCTION COST

§ 5.2.1 Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

§ 5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

§ 5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Section 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Section 8.5; or
4. cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

§ 5.2.5 If the Owner chooses to proceed under Section 5.2.4.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the

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fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Architect's responsibility under this Section 5.2.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

§ 6.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 6.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 6.3 Except for the licenses granted in Section 6.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 6.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 6.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 7 DISPUTE RESOLUTION

§ 7.1 MEDIATION

§ 7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

§ 7.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in

advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 7.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.2 ARBITRATION

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 7.1.

§ 7.2.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

§ 7.2.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

§ 7.2.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 7.2.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 8.7.

§ 8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 12.

§ 9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

§ 9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 9.4 To the extent damages are covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 9.6 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

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§ 9.9 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 9.10 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

ARTICLE 10 PAYMENTS TO THE ARCHITECT

§ 10.1 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 10.2 REIMBURSABLE EXPENSES

§ 10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Article 12;
- .8 other similar direct Project-related expenditures.

§ 10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

§ 10.3.1 An initial payment as set forth in Section 11.1 is the minimum payment under this Agreement.

§ 10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 11.2.2.

§ 10.3.3 If and to the extent that the time initially established in Section 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Section 11.3.2.

§ 10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

§ 10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

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§ 10.5 PAYMENTS WITHHELD

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

§ 10.6 ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

§ 11.1 An Initial Payment of N/A (\$ 0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

§ 11.2 BASIC COMPENSATION

§ 11.2.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

See Attachment A, dated July 21st 2008

§ 11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.)

Schematic Design Phase:	FIFTEEN	percent (	15	%)
Design Development Phase:	TWENTY	percent (	20	%)
Construction Documents Phase:	FORTY	percent (	40	%)
Bidding or Negotiation Phase:	FIVE	percent (	5	%)
Construction Phase:	TWENTY	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100.00	%)

§ 11.3 COMPENSATION FOR ADDITIONAL SERVICES

§ 11.3.1 For Project Representation Beyond Basic Services, as described in Section 3.2, compensation shall be computed as follows:

N/A

§ 11.3.2 For Additional Services of the Architect, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Section 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

FOR ADDITIONAL SERVICES THE ARCHITECT SHALL BE COMPENSATED AT THE HOURLY RATES SET FORTH IN ATTACHMENT A.

§ 11.3.3 For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services and those provided under Section 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of ONE AND ONE HALF (1.5) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

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§ 11.4 REIMBURSABLE EXPENSES

For Reimbursable Expenses, as described in Section 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of ONE (1.0) times the expenses incurred by the Architect, the Architect's employees and consultants directly related to the Project.

§ 11.5 ADDITIONAL PROVISIONS

§ 11.5.1 If the Basic Services covered by this Agreement have not been completed within THIRTY (30) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Sections 10.3.3 and 11.3.2.

§ 11.5.2 Payments are due and payable THIRTY (30) days from the date of the Architect's invoice. Amounts unpaid THIRTY (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 11.5.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Architect.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

SEE ATTACHMENT A, DATED JULY 21st, 2008

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Todd Strange, Chairman

(Printed name and title)

ARCHITECT

(Signature)

Griffin Harris, Vice President

(Printed name and title)

MODIFICATIONS TO AIA B151 – 1997 EDITION
July 21, 2008

12.1 Add to (or modify) Article 2, **SCOPE OF ARCHITECT'S SERVICE**, as follows:

2.6.1 Delete this sentence and replace with following sentence: "The Architect's Responsibility to provide basic services for the construction phase under this agreement commences with the award of the initial contract for construction and terminates at the Owner's acceptance of the Final Certificate of Payment to the contractor."

2.6.2.1 (Add) General Conditions: The Architect's administration of the Contract for Construction shall be as set forth in AIA Document A201 (or A105 if applicable) of the edition referenced in the Project Manual, and as modified by the Supplemental General Conditions, both subject to pre-bid review and approval of the Owner.

12.2 Add to (or modify) Article 3, **ADDITIONAL SERVICES**, as follows:

3.3.2 (Add) Construction Contract Delivery: The anticipated construction delivery process is a single lump sum construction contract, either negotiated or competitively bid. Should the Owner subsequently select another method, the Architect's fee shall be adjusted.

3.3.4 (Add) Substitutions: The Architect agrees that evaluating the Contractor's proposed substitutions during the Bidding and Construction Phase is part of Basic Services unless such substitutions involves revisions to the Drawings and is approved by the Owner.

3.4.19 (Add) Special Consultants: The following engineering and planning consultants, as required, will be furnished by the Architect as an additional service; for which the architect shall receive an additional fee equal to 1.5 times the consultant's fee. The Owner must approve each such consultant and the fee to be paid. In the event the consultant generates a significant portion of work on which the Architect's fee is based, then that portion will be deleted from the "Cost of the Work" as defined in Article 5.

Audio/Visual Consultant

Life Safety Consultant

Environmental Management

Detention Consultant

Acoustical Consultant

Civil engineering in connection with unique or problematic site development

Sound Reinforcing and Recording System Design

Landscape Architect

Elevator Consultant

3.4.16 (Add) Record Drawings: The Architect agrees to assemble a set of record drawings for the Owner's file as part of Basic Services, but any duty of measuring and marking will be transferred to the Contractor via construction contract provisions.

12.3 Add the following to Article 4, **OWNER'S RESPONSIBILITIES**:

Any recommendation or other participation by the Architect in the selection or employment by the Owner of a soil engineering consultant, testing laboratory, insurance consultant, hazardous material consultant, or engineer who prepares surveys and topographic maps, shall not act to make the Architect responsible for the performance of these individuals or entities.

4.8 Insurance Counsel: The Owner agrees that he is responsible for the insurance provisions in the final construction documents, and that any draft prepared by the Architect shall constitute only a convenient starting point for the final development of those provisions by the Owner's insurance adviser.

4.11 Test Labs and Surveys: The Owner shall also be responsible for any necessary Environmental assessments and survey of the site and for rezoning and replatting.

4.12 Asbestos Contamination: It is agreed that in the event asbestos contamination is encountered in the course of this work, or if there is a reasonable belief that it will be encountered, the Owner will engage the services of an industrial hygienist (or equivalent) to plan and administer its abatement or removal.

12.4 Add to Article 5, **CONSTRUCTION COST**:

5.1.21 Sales Tax: The Construction cost employed to compute the Architect's fee shall include the amount of any sales or use tax that would have been applicable had the job been bid in the private sector.

12.5 Add the following to Article 6, **USE OF ARCHITECTS DRAWINGS**:

6.6 Reports and Studies: No third party shall be entitled to rely on any report, study, survey, as-built design, etc. generated by the Architect in connection with this contract, unless explicit written permission is granted otherwise by the Architect.

12.8 Add the following to Article 8, **TERMINATION OR SUSPENSION**

8.1.1 Timely Payment: Owner agrees to pay all invoices from Architect not in dispute within 30 days of receipt. The Owner further agrees to call the Architect's attention to any charge or portion thereof held to be in dispute within two weeks of its receipt.

8.1.2 Other Parties: The Owner agrees to protect the Architect from any claim by others arising out of the Architect's suspension of activity due to failure of timely payment.

12.9 Add to or Modify Article 9, **MISCELLANEOUS PROVISIONS**, as follows:

9.2.1 (Add) The AIA 201 General Conditions of reference shall be the edition identified in Paragraph 2.6.2.1. See Article 12.1 of Attachment A.

9.4.1 (Add) Subrogation: The Owner agrees that he does and will waive his permanent property insurer's right of subrogation against the Architect on such policies as might exist now or be taken out in the future.

The Owner further agrees that he will require in the Construction Documents provisions which will protect both the Architect and Owner from subrogation by the Contractor's insurers of workmen compensation, builders risk and comprehensive general liability.

9.5 Assignments: Modify paragraph by deleting all words after "consent of the other."

10.2.1.9 (Add) Reimbursable Expenses: Expense of any and all copies of computer software programs mandated by the owner or the owner's agent.

10.3.5 (Add) Construction Overrun: Inasmuch as the Building Contractor's failure to perform in a timely manner is beyond the control of the Architect, it is agreed that any Construction Administration by the Architect which exceeds 120% of a reasonable construction period (approved by the Owner), will constitute additional service.

10.3.4 (Add) Alternates: Compensation for design of work not constructed shall also include Alternate Bids, which the Owner has requested that the Architect prepare.

12.11 Insert the following to Paragraph 11.2.1, **BASIC COMPENSATION**:

Fee Schedule: The Architect's fee for Basic Architectural Services shall be based on the current fee schedule which is repeated below.

CONSTRUCTION VALUE			FEE PERCENTAGE
Up	to	\$100,000	10.0
100,001	to	200,000	9.0
200,001	to	300,000	8.0
300,001	to	400,000	7.9
400,001	to	500,000	7.8
500,001	to	600,000	7.7
600,001	to	700,000	7.6
700,001	to	800,000	7.5
800,001	to	900,000	7.4
900,001	to	1,000,000	7.3
1,000,001	to	1,250,000	7.2
1,250,001	to	1,500,000	7.1

ATTACHMENT A

2008

1,500,001	to	1,750,000	7.0
1,750,001	to	2,000,000	6.9
2,000,001	to	2,500,000	6.8
2,500,001	to	3,000,000	6.7
3,000,001	to	3,500,000	6.6
3,500,001	to	4,000,000	6.5
4,000,001	to	5,000,000	6.4
5,000,001	to	6,000,000	6.3
6,000,001	to	8,000,000	6.2
8,000,001	to	10,000,000	6.1
10,000,001	to	12,000,000	6.0
12,000,001	to	14,000,000	5.9
14,000,001	to	16,000,000	5.8
16,000,001	to	18,000,000	5.7
18,000,001	to	20,000,000	5.6
20,000,001	to	22,000,000	5.5
22,000,001	to	24,000,000	5.4
24,000,001	to	27,000,000	5.3
27,000,001	to	30,000,000	5.2

This Basic Fee shall increase by 25% as applied to any portion of the work, which involves substantial renovation, or alterations of existing facilities.

12.12 Insert the following into Par 11.3.1, **COMPENSATION FOR ADDITIONAL SERVICES**

Hourly Rates:

Current Hourly Rates: The following is the Architects hourly rate schedule. When fees are not based on a percentage of the work, the hourly rates are employed:

Principal -	\$200.00
Project Architect -	\$120.00
Intern Architect -	\$105.00
Interior Designer	\$ 90.00
Cost Estimator	\$ 95.00
Draftsman/CADD -	\$ 90.00
Clerical -	\$ 65.00
Field Representative -	\$105.00
Specification Writer	\$105.00
Primary Consulting Engineers (MEPCS)	\$185.00
Design	\$130.00
Draftsman/CADD	\$100.00
Clerical	\$ 70.00
Specification Writer	\$180.00
Cost Estimator	\$165.00

The Architect shall submit invoices, which reflect the actual hours worked, with appropriate hourly rates for the preceding month's expense report submitted.

The published rates are 2008 rates and are subject to change according to the Architect's pay rate inflation.

The fee will be separately computed for Group III in as many separate bid packages as the Owner directs.

- 12.13 11.5.2 Delete the sentence that reads: "Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time at the principal place of business of the architect."

TODD STRANGE
CHAIRMAN

ELTON N. DEAN, SR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

Agenda

DEC 22 2008

December 16, 2008

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Risk Manager

SUBJECT: 2009 Agreement for Weight Watchers At-Work Program

Last year the Montgomery County Commission extended the Weight Watchers At-Work Program to become a permanent program in 12 week increments with the Commission continuing to pay for half of the program. The sessions will be based on a quarterly program throughout the calendar year and the number of classes may vary based on participation.

This plan has proved to be an excellent way to lose weight and become more health conscious. I have enclosed the 2009 agreement with Weight Watchers documenting the time frame of the classes. I am requesting that the County Commission consider this item at the next meeting in their consideration of approval.



Weight Watchers of South Alabama & Florida Panhandle, Inc.

P. O. Box 16463

Jackson, Mississippi 39236-9985

Weight Watchers of South Alabama & Florida Panhandle, Inc in agreement with the Montgomery County Commission will conduct an At-work class at the Montgomery County Annex Building.

Weight Watchers agrees to conduct a 12 week session at a cost of \$120.00 per member. It is agreed that each member will pay 1/2 of the fee to the leader and the balance to be paid by the Montgomery County Commission at week 6 of the session. These fees are non- refundable to the members once they have signed up.

The start up class must have a minimum of 15 members participating. Weight Watchers will provide a qualified trained leader to conduct these classes along with materials to guide members to healthy eating habits as they lose weight.

The dates of the sessions are listed below. If for any reason a class cannot meet during this time, an additional week or weeks will be added at the end of the session to complete the full 12 weeks.

It is agreed the classes may continue for an additional 12 weeks, provided there are at least 15 members per class. Employees that did not join at the first session may join at this time.

This agreement was made between Ann Mangram, Area Manager of Weight Watchers of South Alabama & Florida Panhandle, Inc. and Scott Kramer of the Montgomery County Commission. Any amendments or changes to this agreement must be agreed upon by Ann Mangram.

Montgomery County Commission Classes

1st Session – January 2009 – March 2009

2nd Session – April 2009 – June 2009

3rd Session – July 2009 – September 2009

4th Session – October 2009 – December 2009

Any additional sessions will be added as needed or agreed upon by Weight Watchers of South Alabama & Florida Panhandle, Inc and the Montgomery County Commission.

Ann Mangram

Area Manager

Weight Watchers of South Alabama & Florida Pandhandle, Inc.

County Commission

25-2

STATE OF ALABAMA

COUNTY OF MONTGOMERY

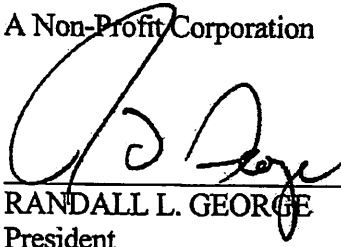
AMENDMENT TO CONTRACT FOR SERVICES

The current contract for services between The County of Montgomery and the Montgomery Area Chamber of Commerce is hereby amended to pay to the Montgomery Area Chamber of Commerce an additional sum of \$25,000 to assist with replacing the roof system of the Small Business Resource Center at 600 South Court Street, Montgomery, AL, 36104. This amount is to be paid in one installment of \$25,000 and supports repair of the facility's roof housing the Small and Minority Business Development operation of the Montgomery Area Chamber of Commerce.

Witness our hands and seals this the Twenty second day of December, 2008

MONTGOMERY AREA CHAMBER OF COMMERCE, INC.

A Non-Profit Corporation



RANDALL L. GEORGE
President

MONTGOMERY COUNTY COMMISSION

TODD STRANGE
Chairman, Montgomery County Commission

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

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August 16, 2011

MEMORANDUM

TO: For The Record

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Minutes of December 22, 2008

On December 22, 2008, the Montgomery County Commission approved an Amendment to contract with the Montgomery Area Chamber of Commerce for replacement of the roof system at the Small Business Resource Center and related Budget Change. Budget Change Request Number 13 was to be prepared and presented on page 26-3. Subsequent to the County Commission meeting, it was determined that the Budget Change was not necessary due to adequate funding to the Montgomery Area Chamber of Commerce and, therefore, page 26-3 was not utilized.

DLM/tn

DEC 22 2008

M O N T G O M E R Y
A R E A C H A M B E R O F C O M M E R C E

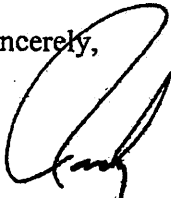
December 19, 2008

Ms. Sandra Johnson
Finance Director
Montgomery County Commission
100 South Lawrence Street
Montgomery, AL 36102

Dear Ms. Johnson:

Please release \$25,000.00 to the Montgomery Area Chamber of Commerce for expenses related to the Small Business Development Program.

Sincerely,



Randall L. George
President

BUILDING BUSINESS. BUILDING THE REGION

26-3

DEC 22 2008

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 6

DEPARTMENT:	PROBATE	REVIEWED:	
DATE:	12/18/2008	Finance Director	Date
REQUESTED BY:	TG FOR RM	APPROVED:	
Elected Official/Dept. Head		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Probate Salaries	001-51300-110	2,249,906	-4,825	2,245,081
Probate Consulting Project	001-59310-307	21,815	4,825	26,640
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		2,271,721	0	2,271,721

JUSTIFICATION:

Payment of accounting consultant.

DEC 22 2008

**DISASTER DR-1789-AL/DR-1797-AL
ALABAMA EMERGENCY MANAGEMENT AGENCY
LETTER OF INTENT
HAZARD MITIGATION GRANT PROGRAM**

The purpose of this form is to establish your community's interest in the Hazard Mitigation Grant Program and to identify projects that are priority for your jurisdiction to reduce or eliminate future emergency or disaster costs.

(This is NOT the Public Assistance permanent repair and restoration program)

NAME/ADDRESS OF JURISDICTION:

BASIS OF ELIGIBILITY:

Montgomery County EMA

____ State Gov't ____ Indian Tribe

911 Communications Pkwy

X Local Gov't ____ Special Purpose Dist.

Montgomery, AL 36104

____ Private Non-profit Organization

COUNTY OF JURISDICTION Montgomery

POINT OF CONTACT Steve Jones

PHONE NUMBER W 334-241-2339

EMAIL sjones@montgomeryal.gov

(PLEASE Do Not Include projects that were covered under the Public Assistance permanent repair and restoration section of the Disaster Relief Act)

1. **Brief Description of Problem:** During power outages 6 rural Montgomery County fire stations are without power.
- 2.
3. **Brief Description of Project:** Install 1 diesel engine generator at each of the 6 fire stations.
3. **Is the project consistent with your Local Hazard Mitigation Plan risk assessment, goals and actions?** Yes ☒ No ☐ Identify its location in plan by page and section.
Pages 6-10, table 6-2, line 6.2.1
4. **Identification of Benefits:** Ability to maintain power at VFD that are vital to response and recovery during disasters in rural Montgomery County
5. **Estimation of Cost:** 6 generators = \$120,000 (\$90,000 federal share, \$30,000 local share)
6. **Source of Local Share:** In kind services and cash from Montgomery County General Fund.

Please Return Form To:

**Debbie Peery, State Hazard Mitigation Officer
Alabama Emergency Management Agency
P. O. Drawer 2160
Clanton, Alabama 35046-2160
Phone: (205) 280-2476 Fax Number: (205) 280-2493
RETURN FORM NO LATER THAN January 1, 2009**

**DISASTER DR-1789-AL/DR-1797-AL
ALABAMA EMERGENCY MANAGEMENT AGENCY
LETTER OF INTENT
HAZARD MITIGATION GRANT PROGRAM**

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(This is NOT the Public Assistance permanent repair and restoration program)

NAME/ADDRESS OF JURISDICTION:

Montgomery County EMA
911 Communications Pkwy
Montgomery, AL 36104

BASIS OF ELIGIBILITY:

____ State Gov't ____ Indian Tribe
X Local Gov't ____ Special Purpose Dist.
____ Private Non-profit Organization

COUNTY OF JURISDICTION Montgomery

POINT OF CONTACT Steve Jones **PHONE NUMBER** W 334-241-2339
EMAIL sjones@montgomeryal.gov

(PLEASE Do Not Include projects that were covered under the Public Assistance permanent repair and restoration section of the Disaster Relief Act)

1. **Brief Description of Problem:** Rural Montgomery County residents are not aware of tornado threats
2. **Brief Description of Project:** Install 5 outdoor weather sirens in areas of rural Montgomery County
3. **Is the project consistent with your Local Hazard Mitigation Plan risk assessment, goals and actions?** Yes ☒ No ☐ Identify its location in plan by page and section.
Pages 6-10, table 6-2, line 5.1.1
4. **Identification of Benefits:** Better severe weather alert
5. **Estimation of Cost:** 5 generators = \$85,000
6. **Source of Local Share:** In kind services and cash from Montgomery County General Fund.

Please Return Form To:

Debbie Peery, State Hazard Mitigation Officer
Alabama Emergency Management Agency
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Clanton, Alabama 35046-2160
Phone: (205) 280-2476 Fax Number: (205) 280-2493
RETURN FORM NO LATER THAN January 1, 2009

DISASTER DR-1789-AL/DR-1797-AL
ALABAMA EMERGENCY MANAGEMENT AGENCY
LETTER OF INTENT
HAZARD MITIGATION GRANT PROGRAM

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NAME/ADDRESS OF JURISDICTION:

Pintalala Water and Fire Protection Authority
308 Pettus Road
Hope Hull, AL 36043

BASIS OF ELIGIBILITY:

____ State Gov't ____ Indian Tribe
____ Local Gov't X Special Purpose Dist.
____ Private Non-profit Organization

COUNTY OF JURISDICTION Montgomery

POINT OF CONTACT Cecil Brendle
EMAIL _____

PHONE NUMBER H 334-281-4282
C 334-324-8471

(PLEASE Do Not Include projects that were covered under the Public Assistance permanent repair and restoration section of the Disaster Relief Act)

1. **Brief Description of Problem:** During power outages and other potential emergencies, the Authority is not able to pump water from its well and thus provide this vital resource to Montgomery County residents for health and safety purposes to include fire protection.
2. **Brief Description of Project:** Install 1(Qty.) 100 KW 3 phase 480 volt 90 amp diesel engine generator at the Authority's well.
3. **Is the project consistent with your Local Hazard Mitigation Plan risk assessment, goals and actions?** Yes ☒ No ☐ Identify its location in plan by page and section.
Pages 6-10, table 6-2, line 6.2.1
4. **Identification of Benefits:** During times of power outage, the Authority will be able to pump water from their well and provide it to protect public health and safety to include fire protection.
5. **Estimation of Cost:** 1 generator @ \$32,600
6. **Source of Local Share:** In kind services and cash to be identified at time of application. At 75% federal share (\$24,450) and 25% percent local share (\$8,150).

Please Return Form To:

Debbie Peery, State Hazard Mitigation Officer
Alabama Emergency Management Agency
P. O. Drawer 2160
Clanton, Alabama 35046-2160
Phone: (205) 280-2476 Fax Number: (205) 280-2493
RETURN FORM NO LATER THAN January 1, 2009

DISASTER DR-1789-AL/DR-1797-AL
ALABAMA EMERGENCY MANAGEMENT AGENCY
LETTER OF INTENT
HAZARD MITIGATION GRANT PROGRAM

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(This is NOT the Public Assistance permanent repair and restoration program)

NAME/ADDRESS OF JURISDICTION:

Pine Level Water Authority

25882 Troy Highway

Grady, AL 36036

BASIS OF ELIGIBILITY:

____ State Gov't ____ Indian Tribe

____ Local Gov't ☒ Special Purpose Dist.

____ Private Non-profit Organization

COUNTY OF JURISDICTION Montgomery

POINT OF CONTACT Tommy O. Sikes

PHONE NUMBER H 334-584-7621

EMAIL _____

W 334-584-7016

(PLEASE Do Not Include projects that were covered under the Public Assistance permanent repair and restoration section of the Disaster Relief Act)

1. **Brief Description of Problem:** During power outages and other potential emergencies, the Authority is not able to pump water from its well and thus provide this vital resource to Montgomery County residents for health and safety purposes to include fire protection.
2. **Brief Description of Project:** Install 1(Qty.) 100 KW 3 phase 480 volt 90 amp diesel engine generator at the Authority's well.
3. **Is the project consistent with your Local Hazard Mitigation Plan risk assessment, goals and actions?** Yes ☒ No ☐ Identify its location in plan by page and section.
Pages 6-10, table 6-2, line 6.2.1
4. **Identification of Benefits:** During times of power outage, the Authority will be able to pump water from their well and provide it to protect public health and safety to include fire protection.
5. **Estimation of Cost:** 1 generator @ \$32,600
6. **Source of Local Share:** In kind services and cash to be identified at time of application. At 75% federal share (\$24,450) and 25% percent local share (\$8,150).

Please Return Form To:

Debbie Peery, State Hazard Mitigation Officer

Alabama Emergency Management Agency

P. O. Drawer 2160

Clanton, Alabama 35046-2160

Phone: (205) 280-2476 Fax Number: (205) 280-2493

RETURN FORM NO LATER THAN January 1, 2009

30-4

DISASTER DR-1789-AL/DR-1797-AL
ALABAMA EMERGENCY MANAGEMENT AGENCY
LETTER OF INTENT
HAZARD MITIGATION GRANT PROGRAM

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(This is NOT the Public Assistance permanent repair and restoration program)

NAME/ADDRESS OF JURISDICTION:

Snowdown Water and Fire Protection Authority
522 Paulk Road
Ramer, AL 36069

BASIS OF ELIGIBILITY:

____ State Gov't ____ Indian Tribe
____ Local Gov't X Special Purpose Dist.
____ Private Non-profit Organization

COUNTY OF JURISDICTION Montgomery

POINT OF CONTACT Quinn Miles
EMAIL _____

PHONE NUMBER W 334-562-9331
H 334-562-9382

(PLEASE Do Not Include projects that were covered under the Public Assistance permanent repair and restoration section of the Disaster Relief Act)

1. **Brief Description of Problem:** During power outages and other potential emergencies, the Authority is not able to pump water from its well and thus provide this vital resource to Montgomery County residents for health and safety purposes to include fire protection.
2. **Brief Description of Project:** Install 1(Qty.) 100 KW 3 phase 480 volt 90 amp diesel engine generator at the Authority's well.
3. **Is the project consistent with your Local Hazard Mitigation Plan risk assessment, goals and actions?** Yes ☒ No ☐ Identify its location in plan by page and section.
Page 6-10, table 6-2, line 6.2.1
4. **Identification of Benefits:** During times of power outage, the Authority will be able to pump water from each of their two wells and provide it to protect public health and safety to include fire protection.
5. **Estimation of Cost:** 1 generator @ \$32,600
6. **Source of Local Share:** In kind services and cash to be indentified at the time of application. At 75% federal share (\$22,450) and 25% percent local share (\$10,150).

Please Return Form To:

Debbie Peery, State Hazard Mitigation Officer
Alabama Emergency Management Agency
P. O. Drawer 2160
Clanton, Alabama 35046-2160
Phone: (205) 280-2476 Fax Number: (205) 280-2493
RETURN FORM NO LATER THAN January 1, 2009

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ALABAMA EMERGENCY MANAGEMENT AGENCY
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HAZARD MITIGATION GRANT PROGRAM

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(This is NOT the Public Assistance permanent repair and restoration program)

NAME/ADDRESS OF JURISDICTION:

BASIS OF ELIGIBILITY:

Pilgrim-Providence Water and Fire Protection Authority

____ State Gov't ____ Indian Tribe

14876 Troy Highway

____ Local Gov't ☒ Special Purpose Dist.

Matthews, AL 36052

____ Private Non-profit Organization

COUNTY OF JURISDICTION Montgomery

POINT OF CONTACT Parker Gray Mount
EMAIL _____

PHONE NUMBER H 334-288-0576
C 334-320-6100

(PLEASE Do Not Include projects that were covered under the Public Assistance permanent repair and restoration section of the Disaster Relief Act)

1. **Brief Description of Problem:** During power outages and other potential emergencies, the Authority is not able to pump water from its wells and thus provide this vital resource to Montgomery County residents for health and safety purposes to include fire protection.
2. **Brief Description of Project:** Install 2(Qty.) 100 KW 3 phase 480 volt 90 amp diesel engine generators, 1 at each of the Authority's 2 wells.
3. **Is the project consistent with your Local Hazard Mitigation Plan risk assessment, goals and actions?** Yes ☒ No ☐ Identify its location in plan by page and section.
Pages 6-10, table 6-2, line 6.2.1
4. **Identification of Benefits:** During times of power outage, the Authority will be able to pump water from each of their two wells and provide it to protect public health and safety to include fire protection.
5. **Estimation of Cost:** 2 generators @ \$32,600 each = \$65,200
6. **Source of Local Share:** In kind services and cash to be identified at time of application. At 75% federal share (\$48,900) and 25% percent local share (\$16,300).

Please Return Form To:

Debbie Peery, State Hazard Mitigation Officer
Alabama Emergency Management Agency
P. O. Drawer 2160
Clanton, Alabama 35046-2160
Phone: (205) 280-2476 Fax Number: (205) 280-2493
RETURN FORM NO LATER THAN January 1, 2009

306

**DISASTER DR-1789-AL/DR-1797-AL
ALABAMA EMERGENCY MANAGEMENT AGENCY
LETTER OF INTENT
HAZARD MITIGATION GRANT PROGRAM**

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(This is NOT the Public Assistance permanent repair and restoration program)

NAME/ADDRESS OF JURISDICTION:

BASIS OF ELIGIBILITY:

Sellers Station Water and Fire Protection Authority

____ State Gov't ____ Indian Tribe

2632 Brady Rd

____ Local Gov't ☒ Special Purpose Dist.

Letohatchee, AL 36047

____ Private Non-profit Organization

COUNTY OF JURISDICTION Montgomery

POINT OF CONTACT Robert Guy

PHONE NUMBER W 334-288-3203

EMAIL _____

C 334-312-5433

(PLEASE Do Not Include projects that were covered under the Public Assistance permanent repair and restoration section of the Disaster Relief Act)

1. **Brief Description of Problem:** During power outages and other potential emergencies, the Authority is not able to pump water from its well and thus provide this vital resource to Montgomery County residents for health and safety purposes to include fire protection.
2. **Brief Description of Project:** Install 1(Qty.) 100 KW 3 phase 480 volt 90 amp diesel engine generator at the Authority's well.
3. **Is the project consistent with your Local Hazard Mitigation Plan risk assessment, goals and actions?** Yes ☒ No ☐ Identify its location in plan by page and section.
Pages 6-10, table 6-2, line 6.2.1
4. **Identification of Benefits:** During times of power outage, the Authority will be able to pump water from their well and provide it to protect public health and safety to include fire protection.
5. **Estimation of Cost:** 1 generator @ \$32,600
6. **Source of Local Share:** In kind services and cash to be identified at time of application. At 75% federal share (\$24,450) and 25% percent local share (\$8,150).

Please Return Form To:

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Alabama Emergency Management Agency
P. O. Drawer 2160
Clanton, Alabama 35046-2160
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NAME/ADDRESS OF JURISDICTION:

Sellers Station Water and Fire Protection Authority
2632 Brady Road
Letohatchee, AL 36047

BASIS OF ELIGIBILITY:

____ State Gov't ____ Indian Tribe
____ Local Gov't X Special Purpose Dist.
____ Private Non-profit Organization

COUNTY OF JURISDICTION Montgomery

POINT OF CONTACT Robert Guy
EMAIL _____

PHONE NUMBER W 334-288-3203
C 334-312-5433

(PLEASE Do Not Include projects that were covered under the Public Assistance permanent repair and restoration section of the Disaster Relief Act)

1. **Brief Description of Problem:** During tornado warnings, staff, customers and residents are in need of emergency shelter able to withstand 200 mph winds.

2. **Brief Description of Project:** Install 1 pre-fabricated community storm shelter with a capacity of 90 people.

and others as Appropriate

3. Is the project consistent with your Local Hazard Mitigation Plan risk assessment, goals and actions? Yes ☒ No ☐ Identify its location in plan by page and section.
Page 6-10, table 6-2, line 6.2.1

4. **Identification of Benefits:** Lives will be protected in future tornado events.

5. **Estimation of Cost:** 1 prefabricated community shelter @ \$67,250

6. **Source of Local Share:** In kind services and cash to be indentified at the time of application. At 75% federal share (\$50,438) and 25% percent local share (\$16,812).

Please Return Form To:

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Alabama Emergency Management Agency
P. O. Drawer 2160
Clanton, Alabama 35046-2160
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RETURN FORM NO LATER THAN January 1, 2009