

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

MAY 11, 2009

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:

Grant Specialist Sarah Byard with Central Alabama Regional Planning and Development
Commission
Community Corrections Executive Director Paul Brown

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Polizos

Pledge of Allegiance Led By Commissioner Williams

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of April 27, 2009

PUBLIC HEARING:

Public Hearing Regarding Authorizing Expenditure of Public Funds Relating to Plant Expansion for Mobis Alabama, LLC

CONSENT AGENDA:

Consider Approval of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

- 1. Consider Adoption of Resolution Authorizing Expenditure of Public Funds Relating to Plant Expansion for Mobis Alabama, LLC**
- 2. Consider Adoption of Resolution and Approval of Letter of Intent for the Resurfacing of Cloverfield/Federal and Woodley Roads, Project No. MCP 51-65-10, Engineering Department**
- 3. Consider Approval of Second Amended Parking Lease Agreement with Alabama Power Company, County Commission**
- 4. Consider Approval of Reciprocal Agreement with the City of Montgomery Regarding the Exchange of Tax Returns, Taxpayer Return Information, and Taxpayer Audit Coordination, County Commission**
- 5. Consider Approval of Change Order Number 10 with Bell and Associates Construction, LP, Regarding Montgomery County Detention Facility Project, County Commission**
- 6. Consider Approval of Deductive Change Order Number 1 with Cardinal Health 200, Inc., Regarding FFE Medical Equipment Package for the Montgomery County Detention Facility, County Commission**
- 7. Consider Approval of Miscellaneous Appropriations Reprogramming Requests, County Commission**
- 8. Consider Approval of Budget Change Request Number 17, Engineering Department**
- 9. Consider Approval of Position Fill Request for Juvenile Probation Officer I Position, Youth Facility**
- 10. Consider Approval of Travel/Training Requests (10)**

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:

Ken Upchurch with T.C.U. Consulting Services, LLC
Finance Director Sherrill Thomas
Consuello "Connie" J. Harper, President of Central Alabama Opportunities
Industrialization Center, Inc.

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

MAY 11, 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.

MAY 25, 2009

County Holiday (National Memorial Day)

MAY 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.

JUNE 8, 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.

JUNE 22, 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 Finance Director – Finance Department
Fill action continues for 1 Grant Specialist – Public Affairs Department
Fill action continues for 3 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 Clerk Typist II – Support Services Department
Fill action continues for 1 Program Analyst I – Information Systems Department
Fill action continues for 1 Identification Officer – Sheriff's Office
Fill action continues for 1 Emergency Communication Operator I – Sheriff's Office
Fill action continues for 1 Emergency Communication Operator II – Sheriff's Office
Fill action continues for 2 Fingerprint Classifier II – Sheriff's Office
Fill action continues for 1 Deputy Sheriff Lieutenant – Sheriff's Office
Fill action continues for 1 Building Security Officer – Sheriff's Office
Fill action continues for 25 Corrections Officer Trainees/Corrections Officers – Detention Facility
Fill action continues for 5 Corrections Officer Sergeants – Detention Facility
Fill action continues for 6 Store Clerk I's – Detention Facility
Fill action continues for 14 Clerk II's – Detention Facility
Fill action continues for 1 Relief Juvenile Detention Officers – Youth Facility
Fill action continues for 1 County Road Equipment Operator I – Engineering Department
Fill action continues for 1 Civil Engineer Tech I – 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 1 Case Manager I's – District Attorney's Child Support Unit

May 11, 2009

Agenda

MAY 11 2009

NOTICE IS HEREBY GIVEN that at 9:30 a.m. on May 11, 2009, the Montgomery County Commission ("County") will hold its regular meeting in the Montgomery County Commission Court, located at 101 S. Lawrence Street, Montgomery, Alabama. Such regular meeting will constitute a public meeting. One of the purposes of the public meeting will be to consider, discuss, vote upon, and take action on the adoption of a resolution approving and authorizing a project agreement providing the County's use and grant of public funds (along with monies from the State of Alabama and City of Montgomery) to reimburse Mobis Alabama, L.L.C ("Mobis") for a portion of Mobis' actual capital expenditures incurred in connection with the expansion of Mobis' manufacturing facility, located at 1395 Mitchell Young Road for purposes of expanding Mobis' redistribution warehouse and painting shop and expanding Mobis' injection molding capacity and other capital expenditures as are necessary for such expansion. The County believes that the expansion of the manufacturing plant and the additional improvements thereto will have at least the following public benefits: promote and continue economic and industrial development within the County, create additional jobs, increase median wage rates, expand the tax base and otherwise promote the health, welfare and prosperity of the citizens of the County by causing additional industry to expand its facilities here. The identity of the business entity for whose benefit the County proposes to use and grant public funds is Mobis Alabama, L.L.C. This notice is given in accordance with Amendment 713 of the Alabama Constitution of 1901, as amended.

Given on this 1st day of May, 2009.
Montgomery County Commission

05-11-09 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-17-09

Check Number	To	Check Number
100258		100455
Total Checks Paid		\$538,400.38

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

Agenda

MAY 11 2009

05-11-09 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 05-01-09

Check Number	To	Check Number
100466		100784
Total Checks Paid		\$2,766,859.98

CHECK #	PAYEE	AMOUNT	DATE
100456	Alabama Power Company	\$ 744.38	04/17/09
100457	AL Black Caucus of Local Elected Officials	\$ 100.00	04/17/09
100458	Galls, an Aramark Co., LLC	\$ 1,260.00	04/17/09
100459	Alabama Office Supply	\$ 38.75	04/17/09
100460	YMCA of Montgomery	\$ 18,700.00	04/17/09
100461	Bell and Associates Construction	\$ 395,129.02	04/24/09
100462	D & R Electronics	\$ 498.00	04/24/09
100463	Compass Bank	\$1,500,000.00	04/24/09
100464	Quality Correctional Health	\$ 156,042.00	04/24/09
100465	National Public Safety Info. Bureau	\$ 143.10	04/27/09

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

05-11-09 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 05-08-09

Check Number	To	Check Number
100788		100965
Total Checks Paid		\$513,151.05

CHECK #	PAYEE	AMOUNT	DATE
100785	Postage Bulk Mailing	\$ 5,907.51	05/01/09
100786	Construction Materials	\$ 54.00	05/01/09
100787	First Am. Title Ins., Company	\$25,383.94	05/07/09

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

05/11/09 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
04/24/09

Payroll Check Number	57593	To	Payroll Check Number	57769	\$ 140,713.27
Direct Deposits					\$ 722,363.10
Payroll Check Number	57770	To	Payroll Check Number	57798	\$ 65,274.57
Direct Deposits					\$ 753,403.22
Federal Deposits					\$ 312,504.06
Total Payroll Paid					\$ 1,994,258.22

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

Agenda

MAY 11 2009

05/11/09 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
05/08/09

Payroll Check Number	57800	To	Payroll Check Number	57979	\$ 138,772.93
Direct Deposits					\$ 731,112.40
Payroll Check Number	57980	To	Payroll Check Number	58011	\$ 73,242.26
Direct Deposits					\$ 367,752.83
Federal Deposits					\$ 311,413.13
Total Payroll Paid					\$ 1,622,293.55

CHECK #

57799

PAYEE

Vickie Morgan

AMOUNT

\$ 1,897.61

DATE

04/24/09

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

**RESOLUTION AUTHORIZING EXPENDITURE OF PUBLIC FUNDS
RELATING TO PLANT EXPANSION
FOR
MOBIS ALABAMA, LLC**

WHEREAS, the Montgomery County Commission ("County"), among others, was approached by MOBIS ALABAMA, LLC, an Alabama limited liability company, ("Mobis"), requesting incentives to induce Mobis to expand its manufacturing plant and increase full-time employment (including the expansion of its injection molding capacity) within the territorial limits of the County ("Project"); and

WHEREAS, Mobis has represented that, at full operation, 119 new full-time jobs would be created by Mobis with respect to the Project and that the additional capital investment within the territorial limits of the County would be approximately \$48,300,000; and

WHEREAS, Mobis has requested that the County of Montgomery, together with the City of Montgomery and the State of Alabama, grant and permit the use of public funds for capital costs relating to the Project; and

WHEREAS, the County deems it to be in the best interests of the County and wise and expedient to provide its portion of the incentives in order for Mobis as set forth in the Project Agreement (as hereinafter defined) to expand the Project within the territorial limits of the County so that the additional capital investment and additional jobs are created within the County for the benefit of its citizens; and

WHEREAS, the County has published a notice on May 3, 2009, providing a description in reasonable detail of the actions proposed to be taken by the County, a description of the public benefits sought to be achieved and the identity of the private company benefiting therefrom and otherwise satisfying the requirements stated in Amendment 713 to the Alabama Constitution of 1901, as amended, in order to approve and authorize the use and grant of public funds to promote economic and industrial development within the County by providing certain incentives to Mobis for the Project; and

WHEREAS, at this regular meeting, which is a public meeting, the County held a public hearing regarding the Project and the County's involvement therein and permitted those interested therein to comment thereon; and

WHEREAS, the Montgomery County Commission desires to authorize and approve the County's provision of its portion of the incentives as described in the Project Agreement by and among the County, State of Alabama, the Montgomery County Commission, Mobis and The Industrial Development Board of the City of Montgomery attached as Exhibit I to the minutes of the meeting of at which this Resolution is adopted

and to authorize and approve the execution and delivery of the same ("Project Agreement").

NOW, THEREFORE, the Montgomery County Commission does hereby find, resolve and determine as follows:

1. That the incentives and other agreements of the County contained in the Project Agreement and the use and expenditure of public funds for the purpose of inducing the Project within the territorial limits of the County in accordance with the Project Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities (including any benefit to Mobis), as, among other public purposes, such expenditure of public funds and the construction and location of the Project hereunder will promote economic and industrial development within the territorial limits of the County, create additional capital investment within the County, create additional jobs within the County, expand the wage base within the County, expand the tax base for the County and otherwise benefit the public and citizens of the County by expanding the economy thereof and assist in the location of additional businesses within the territorial limits of the County; and

2. That the Project Agreement in the form attached as Exhibit I to the minutes of the meeting at which this Resolution is hereby adopted and approved as if set forth herein in its entirety, and the County is hereby authorized and empowered to enter into, execute, deliver and perform under such Project Agreement; and

3. That the Chairman of the Montgomery County Commission is hereby approved, authorized and empowered, for and as the act of the County, to execute and deliver the Project Agreement with such changes thereto as are approved by the Chairman with his execution thereof being binding on the County.

4. The Chairman, on behalf of the County, is hereby further authorized and empowered to execute and deliver such other agreements, documents, letters and writings as are necessary or proper in order for the County to perform its obligations set forth in the Project Agreement; and,

5. That the Chairman, and his designees, are each hereby further authorized and empowered to take any and all such actions necessary or required to effectuate the intent of this Resolution.



Haskell Slaughter
attorneys at law

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1-16

M E M O R A N D U M
May 7, 2009

To: Donnie Mims

From: Tommy Gallion

Re: Mobis - Resolution and Project Agreement

I have reviewed your May 4, 2009 memorandum, the Resolution authorizing expenditure of Public Funds relating to the Plant Expansion for Mobis Alabama, LLC and the 2009 Project Agreement by and among the State of Alabama, Montgomery County Commission, City of Montgomery, and The Industrial Development Board of the City of Montgomery and Mobis Alabama, LLC.

I am of the opinion that the resolution and project agreement are in the best interest of the public purpose, health, safety, education, morals, security, prosperity, contentment and the general welfare of the citizens of Montgomery County. I therefore see no reason why this resolution should not be presented to the Commission. It is my understanding that the Project Agreement may be revised before the IDB will execute same. However, this is between the IDB and Mobis and has no effect on the County's position regarding the Project Agreement.

24:11:11 7-1-09 600Z
50051-485

Tammy Nix

From: Chris Simmons [CSS@rsjg.com]
Sent: Friday, May 01, 2009 2:13 PM
To: Donald Mims; Tammy Nix; tammylynnix@yahoo.com
Subject: Resolution and Project Agreement (mobis)
Attachments: BHM-#1622574-v10-MOBIS-Project_Agreement-2008_Expansion(EXHIBIT I)(final).doc;
County Resolution Authorizing Use and Grant of Public Funds(draft2).doc

Please find attached hereto the latest version of the Project Agreement (only change from prior draft is names of public officials) and County Commission resolution. I have heard any comments from Tommy since this was sent out a couple of weeks ago so I do not think he had any comments. Please review and check with him. Call me with any questions.

Chris S. Simmons, Esq.
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EXHIBIT I

2009 PROJECT AGREEMENT

by and among

THE STATE OF ALABAMA

MONTGOMERY COUNTY COMMISSION

CITY OF MONTGOMERY

**THE INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF MONTGOMERY**

and

MOBIS ALABAMA, LLC

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (the "Agreement") is made and entered into by and among the **State of Alabama** (the "State"), **Montgomery County Commission** (the "County"), **City of Montgomery** (the "City", together with the State and the County, is the "Government Parties"), **The Industrial Development Board of the City of Montgomery** (the "IDB") and **MOBIS ALABAMA, LLC** (the "Company" or "Mobis"). The Company, the State, the County, the City and the IDB are each a "Party" to this Agreement and are collectively referred to as the "Parties".

RECITALS

WHEREAS, the Company intends to expand its plant at 1395 Mitchell Young Road in Montgomery, County, Alabama (the "Facility"), to increase its capacity to manufacture front- and rear-chassis modules, cockpits, and bumpers for automotive vehicles; and,

WHEREAS, the expansion of the Facility will be undertaken in two phases (described herein as Phase I and Phase II and both Phases are collectively referred to herein as the "Expansion Project") with an expected estimated investment by Company of not less than Forty-Eight Million Three Hundred Thousand Dollars (\$48,300,000.00),

WHEREAS, Phase I will consist of the expansion of the Company's redistribution warehouse and the E-coat painting shop and Phase II will include the expansion of the Company's injection molding capacity and paint shop in that area;

WHEREAS, Mobis represents to the Government Parties and IDB that there are currently 685 Full-Time Employees employed at the Facility (the "Base Employment Level");

WHEREAS, by the completion of the Expansion Project there will be an estimated 119 Full-Time Employees (as that term is defined herein) employed at the Expansion Project in addition to the 685 Full-Time Employees employed at the Facility prior to the Expansion Project for a total of 804 Full-Time Employees; and

WHEREAS, in reliance on the Company's representations of the total capital investment by the Company, employment and wage levels, and the performance schedule for the Project, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the Government Parties, the Government Parties have committed to make available to the Company certain incentives in the manner, on the terms and in the amounts described herein, subject to existing law, as presently interpreted and construed.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the parties enter into this Agreement on the following terms and conditions.

1. **Scope of Agreement.** This Agreement fully sets out the complete agreement of the Parties relative to the Expansion Project. This Agreement includes the facts, averments, and representations set out in the Recitals, as well as all exhibits, attachments, or appendices attached hereto or referenced herein, all of which are hereby incorporated by reference.

2. **The Company's Commitments.** In consideration of the incentives described herein, the Company makes the following commitments to the Government Parties.

(a) The Company acknowledges that the Government Parties anticipate the prompt receipt of substantial economic benefit to the local and state economies in return for the investment of public money in the Project, and the Company agrees to diligently prosecute the Expansion Project and commence operation of the Phase I improvements not later than January 2, 2009, and commence operations of the Phase II enhancements not later than January 31, 2011.

(b) In furtherance of this Expansion Project Company will invest in the Facility from its resources not less than forty-eight million three hundred thousand dollars (\$48,300,000.00) (hereinafter the Company's "Capital Commitment").

(c) Not later than the Commencement of Operations of Phase II (the "Jobs Target Date"), at least 119 additional Full-Time Employees (as that term is defined herein) (the "Jobs Target Level") will be employed at the Expansion Project. In addition to meeting the Jobs Target Level relative to the Expansion

Project, the Company shall at all times prior to and on the Jobs Target Date maintain On Average the Base Employment Level at the Facility. In the event that the Company meets the Jobs Target Level prior to the Jobs Target Date, the Company shall notify the Government Parties and the Jobs Target Date will become the date on which the Jobs Target Level has been met.

(d) The Government Parties acknowledge and agree that the Company has complete and absolute discretion in the hiring of personnel for employment and in the selection of vendors and contractors for the provision of goods and services related to the Expansion Project. When available the Company will use reasonable efforts to use qualified and cost competitive Alabama vendors and contractors.

(e) Adequate funding to complete the expanding and equipping of the Facility and conduct the Company's business at the Facility is irrevocably committed to the Project by the Company's management.

3. The Government Parties' Commitments.

(a) In consideration of the Company locating the Facility at the Project Site and conducting the business operations there as described in the Recitals to this Agreement and the economic benefit to the State and local community to be realized from that operation, the State will pay to the Company up to Six Hundred Seventy-Five Thousand Two Hundred Dollars (\$675,200.00) for expenses incurred in expanding and equipping the Facility and the County and the City each agree to reimburse to the Company as incentive for capital expenditures to be incurred by the Company in an aggregate amount of One Hundred Sixty-Eight Thousand Eight Hundred Dollars (\$168,800), to be divided as follows: \$67,520 is payable by the County and \$101,280 payable by the City. Payments to the Company shall be in accordance with the provisions of Section 5 hereof.

(b) The State, through the Alabama Industrial Development Training Program, shall create and develop an employee training program for the Company at no cost to the Company, as more fully described in Exhibit "A" attached hereto.

(c) (i) Corporate Income Tax Liability; Capital Investment Credits. To the extent permitted by law, the State hereby agrees to assist the Company in minimizing its Alabama corporate income tax liability throughout the duration of this Agreement so that the Company receives the full benefit of the applicable income tax credits set forth in §§ 40-18-190 through 40-18-202, Code of Alabama (1975) as the same may from time to time be amended throughout the duration of this Agreement (the "Capital Investment Credits") with respect to this Project.

(ii) Tax Abatements. The IDB hereby agrees to take all steps required by the statute to abate, or to cause to be abated, under the Tax Incentive Abatement Act of 1992, the following taxes to the maximum extent allowable under Alabama law: (i) State of

Alabama and local noneducational real estate and personal property ad valorem taxes on the Expansion Project for the maximum period permitted by law and in connection therewith the City, County and IDB agree to refrain from taking any action that would reduce such period under applicable law; (ii) State of Alabama and local noneducational sales, use and all other similar taxes on tangible personal property and taxable services incorporated into the Expansion Project; and (iii) deed, mortgage, and all other similar recording taxes with respect to the Expansion Project whenever such taxes become due and payable. The abatements shall be pursuant to § 40-9B-1 et seq., Code of Alabama (1975) and Alabama Department of Revenue Regulations 810-6-4.22 and 810-4-3.01 through .06 (the "Abatement Law"). In no event is the IDB to be considered a Government Party.

(iii) Assistance with Tax Exemptions and Refunds. Until December 31, 2011, the Government Parties agree to cooperate with and use their best lawful efforts to assist the Company in its obtaining such tax-related credits, abatements, exemptions, other incentives or tax refunds to which the Company may be entitled under applicable State, County or City tax laws. None of the Government Parties shall have any obligation to monitor Company's situation or notify Company of the availability of any such credits, abatements, exemptions, incentives or refunds. No Government Party is hereby required to take action to grant or otherwise qualify Company therefor.

(iv) Change in Laws. In the event of a change in law after the date hereof, the result of which would be to lessen or remove either as to time or amount the economic benefit of any of the statutory tax-based and fiscal incentives expressly referenced above (the "Tax Incentives"), the Government Parties, shall use their best efforts to seek an exemption from the law as so changed or another incentive or exemption having equivalent economic effect to the statutory benefit so lessened or removed. In no event shall such efforts by the Government Parties require any of them to make a payment to the Company as a result of a change in law. The Government Parties represent and warrant that, to the extent permitted by law, the Tax Incentives are available to the Company and, to the best of the Government Parties knowledge, will remain available for the periods specified herein.

4. **Recapture of Incentives**. The Company acknowledges that the incentives offered by the Government Parties are based, in part, on the estimated economic impact that will be realized from the Company's capital investment and additional payroll, and that those benefits are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the Company agrees to the following provisions for recapture by the Government Parties of cash incentives that it has paid to or for the benefit of the Company.

(a) Should the Company not Commence Operations of Phase II at the Facility by December 31, 2011, it shall repay to each of the Government Parties

all of the Government Parties' payments to the Company on behalf of the project made prior to that Date.

(b) Should the Company not satisfy the Jobs Commitment, in the amounts and on the schedules prescribed herein, the Company shall repay to the Government Parties all or a portion of the Government Parties' investment in the Expansion Project, as follows:

(i) Should the Company achieve the Jobs Target Level by the Jobs Target Date and maintain On Average the Base Employment Level through the Jobs Target Date, there will be no reduction in the cash incentives.

(ii) Should the Company fail to achieve either the Jobs Target Level by the Jobs Target Date or maintain On Average the Base Employment Level through the Jobs Target Date, or both, it will pay to the State or its designee \$5,674 and to the City and County \$1,365 for each new Full-Time Employee less than the Jobs Target Level as of the Jobs Target Date and for each Full Time Employee less (On Average) than the Base Employment Level through the Jobs Target Date as applicable. Within sixty (60) days of the Job Target Date, the Company shall furnish to the Debt Management Division of the Department of Finance a Certificate of Compliance, certified as to the accuracy of the facts stated therein by an executive officer of the Company certifying that the Company did, or did not, achieved the Jobs Target Level as of the Jobs Target Date and maintain On Average the Base Employment Level through the Jobs Target Date. The State may require the Company to provide such other customary documentation which the State deems reasonably necessary to confirm the Company's certification. Any payment due to the State under the provisions of this section shall be paid no later than ninety (90) days following the Jobs Target Date. In no event shall the Deficiency Amount be more than \$844,000, and in no event shall the Company be liable for any interest on the Deficiency Amount.

5. Disbursements of The Government Parties' Contribution To the

Project. All reimbursements by the Government Parties to the Company on account of the Project shall be made only in accordance with the following procedure:

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

satisfied.

(b) Request For Reimbursement By The Company. To request reimbursement for costs incurred for expanding or equipping of the Facility, the Company shall submit to the Debt Management Division of the Alabama Department of Finance a "Request for Payment" using the form which is Exhibit B to this Agreement. This Request shall be accompanied by supporting documentation which demonstrates to the satisfaction of the State that the expenditures for which reimbursement is sought were incurred only for the expanding or equipping of the Facility and satisfies the additional requirements of subsections (a) and (c) of this Section 5.

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

(i) if the request is for reimbursement of costs for expanding or equipping of the Facility, there must be provided a certificate of the Facility Architect, Engineer, authorized officer of the Company or other person or persons reasonably acceptable to the State, certifying that the work, materials, or labor for which Company is requesting reimbursement have been incorporated into, or installed at, the Facility; that they conform to the plans and specifications for the Facility or are items which the Company has previously identified to the State as being necessary to the expanding and equipping of the Facility; or are another reimbursable expense;

(ii) If required by the State, a release by any third party, including a contractor or supplier, of claims against the State, and any entity specified by the State to be the subject of the release;

(iii) such other documentation as is deemed necessary by the State to establish that the reimbursement will be for costs incurred for the Permitted use and will conform to the requirements of this Agreement.

(d) Termination of the Government Parties' Obligation. The Government Parties' obligation to reimburse the Company shall terminate as of the 31st day of December, 2011. Any request for reimbursement not received by that date will not be paid.

6. Representations and Warranties. As of the Effective Date of this Agreement, each Party makes and gives to the other the following representations and warranties:

(a) They are not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment; and

(b) They have the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement, and to the extent that any authorization, approval, or consent of any other government authority, body, or agency or third party is required for it to have entered into this Agreement and make the commitments contained in this Agreement, that such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures. In furtherance of the foregoing, the respective Parties have adopted or entered into the original and duly authorized resolutions and/or agreements attached as Exhibits to this Agreement.

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

8. **Assignment.** This Agreement is not assignable, except that the Company shall have the right at any time to assign all its rights and obligations in and to the Expansion Project and to transfer this Agreement or any part thereof to any affiliate of the Company or any company operating on the premises of the Facility that agrees to assume assigned obligations of the Company in and to the Project, and is reasonably acceptable to the Government Parties.

9. **Further Assurances.** The Parties agree to do all things and take all actions required, consistent with this Agreement, to assist and enable the Company to with its Expansion Project, including without limitation, the obtaining, negotiation, execution, and delivery of all necessary or desirable agreements, filings, consents, authorizations, approvals, licenses, or deeds.

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

11. **Survival of Representations and Warranties.** The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall

survive the performance of any obligations to which such representations, warranties, and covenants relate.

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

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

14. Time is of the Essence. The Parties acknowledge and agree that time is of the essence in the performance of their respective duties under this Agreement.

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

To the State of Alabama:

Honorable Bob Riley, Governor
State Capitol
600 Dexter Avenue

Montgomery, Alabama 36130

With copies to:

James Allen Main, Finance Director
State Capitol; Room N-105
600 Dexter Avenue
Montgomery, Alabama 36130

Debt Management Division
Alabama Department of Finance
100 North Union Street; Suite 224
Montgomery, Alabama 36130

To Montgomery County, Alabama:

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

To City of Montgomery, Alabama:

Mayor Todd R. Strange
City of Montgomery
Post Office Box 1111
Montgomery, Alabama 36101

With copies to:

Mrs. Ellen McNair
Vice President, Corporate Development
Montgomery Area Chamber of Commerce
P.O. Box 79
Montgomery, Alabama 36101
Fax: (334) 265-4745

City Attorney
City of Montgomery
Post Office Box 1111
Montgomery, Alabama 36101

To The Industrial Development Board:

Of the City of Montgomery

Mr. F. Berry Grant, Chairman
The Industrial Development Board of the
City of Montgomery
Post Office Box 4660
Montgomery, Alabama 36103
Fax: (334) 264-7945

With copies to:

Mr. Thomas T. Gallion III
Haskell Slaughter Young & Gallion, LLC
Post Office Box 4660
Montgomery, AL 36103-4660
Fax: (334) 264-7945

To The Company:

Mobis Alabama, LLC
Attention: Soon Hwa Kim, President and CEO
1395 Mitchell Young Road
Montgomery, Alabama 36108

With copies to:

Dorothy D. Pak
Bradley Arant Boult Cummings LLP
1819 Fifth Avenue North
Birmingham, Alabama 35203
Fax: (205) 521-8800

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

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

"Commence Operations" or "Commencement of Operations" means the Company's employees at the Facility are producing the products described in the Recitals to this Agreement

"Effective Date" means the date upon which this Agreement is last signed a party hereto.

"Facility" shall have the meaning set forth in the Recitals hereof.

"Full-Time Employee" shall mean (a) any employee of the Company

working at the Facility and/or Expansion Project for not less than thirty-six (36) hours per work week, (b) who the Company identifies as its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Industrial Relations on returns or reports filed with the foregoing, including but not limited to, IRS Form 941 and (c) who is eligible to participate under such benefit plans as are generally applicable to employees holding positions of like kind and character within either the company or other members of its control group within the United States of America. The term "Full-Time Employee" shall exclude (i) any executive manager not based at the Facility and/or Expansion Project, (ii) any and all personnel whose workday is not fully dedicated to the Facility and/or Expansion Project, and (ii) any person who is being paid directly by Hankuk Metals ("Hankuk") or any other third party.

"On Average" shall mean an average of the number of Full-Time Employees working at the Facility as of the last day of each month during the period between (1) the date of execution of this Agreement by the last party hereto to sign and (2) the Job Target Date.

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

18. **Hold Harmless.** It is understood that the IDB is a non-profit organization whose members are appointed by the City and serve voluntarily with no pay. Therefore, it is further understood that members of the IDB shall be held harmless from any and all matters performing their duties as prescribed by law.

[EXECUTION TO FOLLOW ON NEXT FOLLOWING PAGES]

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

STATE OF ALABAMA

By: _____
Bob Riley, Governor

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Bob Riley as Governor of the State of Alabama, whose name is signed to the foregoing 2009 Project Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, makes oath that he, as such official and with full authority, as read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said company on this date.

Subscribed and sworn to before me on this the ____ day of _____, 2009.

Notary Public

My Commission Expires: _____

MONTGOMERY COUNTY COMMISSION

By: _____
Honorable Elton Dean
Chairman

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Honorable Elton Dean as Chairman of the Montgomery County Commission, whose name is signed to the foregoing 2009 Project Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, makes oath that he, as such official and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said Montgomery County Commission on this date.

Subscribed and sworn to before me on this the ____ day of _____, 2009.

My Commission Expires: _____

CITY OF MONTGOMERY

By _____
Honorable Todd R. Strange
Its Mayor

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared the Honorable Todd R. Strange, as Mayor of the City of Montgomery whose name is signed to the foregoing 2009 Project Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, makes oath that he, as such official and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said City of Montgomery, Alabama on this date.

Subscribed and sworn to before me on this the ____ day of _____,
2009.

Notary Public

My Commission Expires: _____

**THE INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF MONTGOMERY**

By: _____

Its: _____

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared _____, as _____ of the Industrial Development Board of the City of Montgomery, whose name is signed to the foregoing 2009 Project Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, makes oath that he, as such official and with full authority, executed the same voluntarily for and as the act of said company on this date.

Subscribed and sworn to before me on this the ____ day of _____, 2009.

Notary Public

My Commission Expires: _____

MOBIS ALABAMA, LLC

By: _____
Soon Hwa Kim, President and CEO

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Soon Hwa Kim, as President and CEO of MOBIS Alabama, LLC, whose name is signed to the foregoing 2009 Project Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, makes oath that he, as such official and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said limited liability company on this date.

Subscribed and sworn to before me on this the ____ day of _____,
2009.

Notary Public

My Commission Expires: _____

EXHIBIT A
AIDT COMMITMENT

EXHIBIT B
TO PROJECT AGREEMENT BETWEEN
THE STATE OF ALABAMA
and
MOBIS ALABAMA, LLC

REQUEST FOR PAYMENT NO. _____

DATE: _____

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

FROM RECIPIENT: _____

RE: PROJECT _____

PROJECT AGREEMENT DATED: _____

AMOUNT REQUESTED: \$ _____

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

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

By: _____

Its: Authorized Representative

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
Engineering Department

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

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

Agenda

MAY 11 2009

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

DATE: May 5, 2009

**RE: APPROVAL OF LETTER OF INTENT AND RESOLUTION FOR
PROJECT NO. MCP 51-65-10
RESURFACING CLOVERFIELD/FEDERAL AND WOODLEY
ROADS (9.135 MILES)**

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Letter of Intent and the Resolution for Project No. MCP 51-65-10 as referenced above.

If approved, please have two copies of each with original signatures executed and returned to this office for further processing.

GCS/jmk

Attachments

C: File

RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-65-10

STATE OF ALABAMA

WHEREAS, the County Commission of Montgomery County, Alabama, is desirous of constructing or improving, by force account, by contractor or both, a section of road included in the Montgomery County Road System and described as follows:

Resurfacing Cloverfield/Federal Road (CR-24) and Woodley Road (CR-39) a total of 9.135 miles.

Link Node and Location maps are attached.

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on this project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the regular session of the County Commission of Montgomery County, this ____ day of _____, 2009.

Montgomery County Commission
Governing Body

Elton N. Dean, Sr., Chairman

Reed Ingram, Vice Chairman

Jiles Williams, Jr., Member

Dimitri Polizos, Member

Member

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
Engineering Department

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

May 5, 2009

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

Mr. D.E. Phillips, Jr., P.E.
State County Transportation Engineer
Bureau of County Transportation
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, AL 36110

**RE: PROJECT NO. MCP 51-65-10
RESURFACING CLOVERFIELD/FEDERAL
AND WOODLEY ROADS (9.135 MILES)
MONTGOMERY COUNTY**

Dear Mr. Phillips:

This is to advise you of the Montgomery County Commission's intent to apply for Federal Aid funds for the construction of the above referenced project.

It is respectfully requested that the Alabama Department of Transportation notify the proper reviewing agencies to this effect.

Sincerely,

Elton N. Dean, Sr.
Chairman
Montgomery County Commission

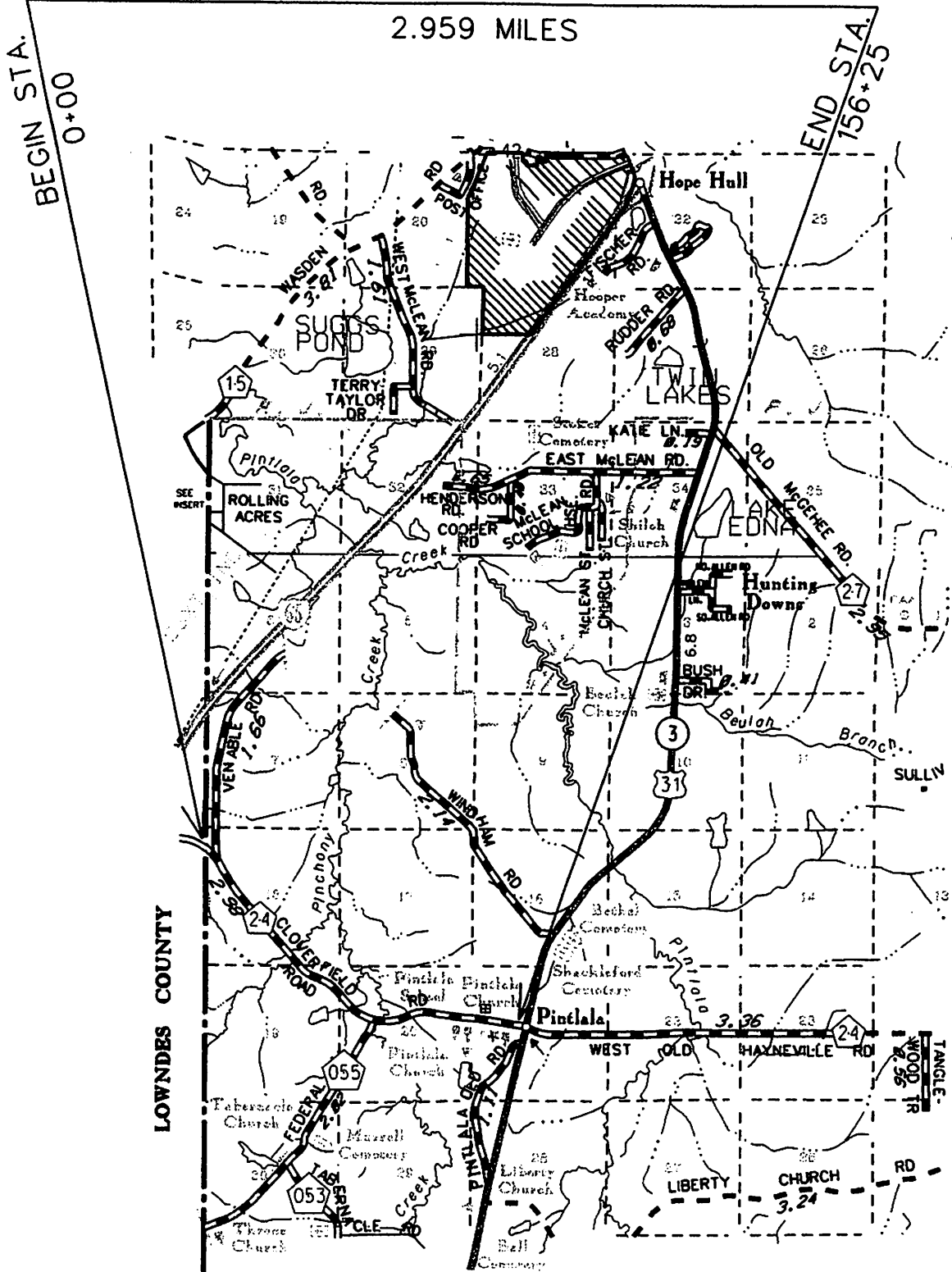
GCS/jmk

Location Map Attached

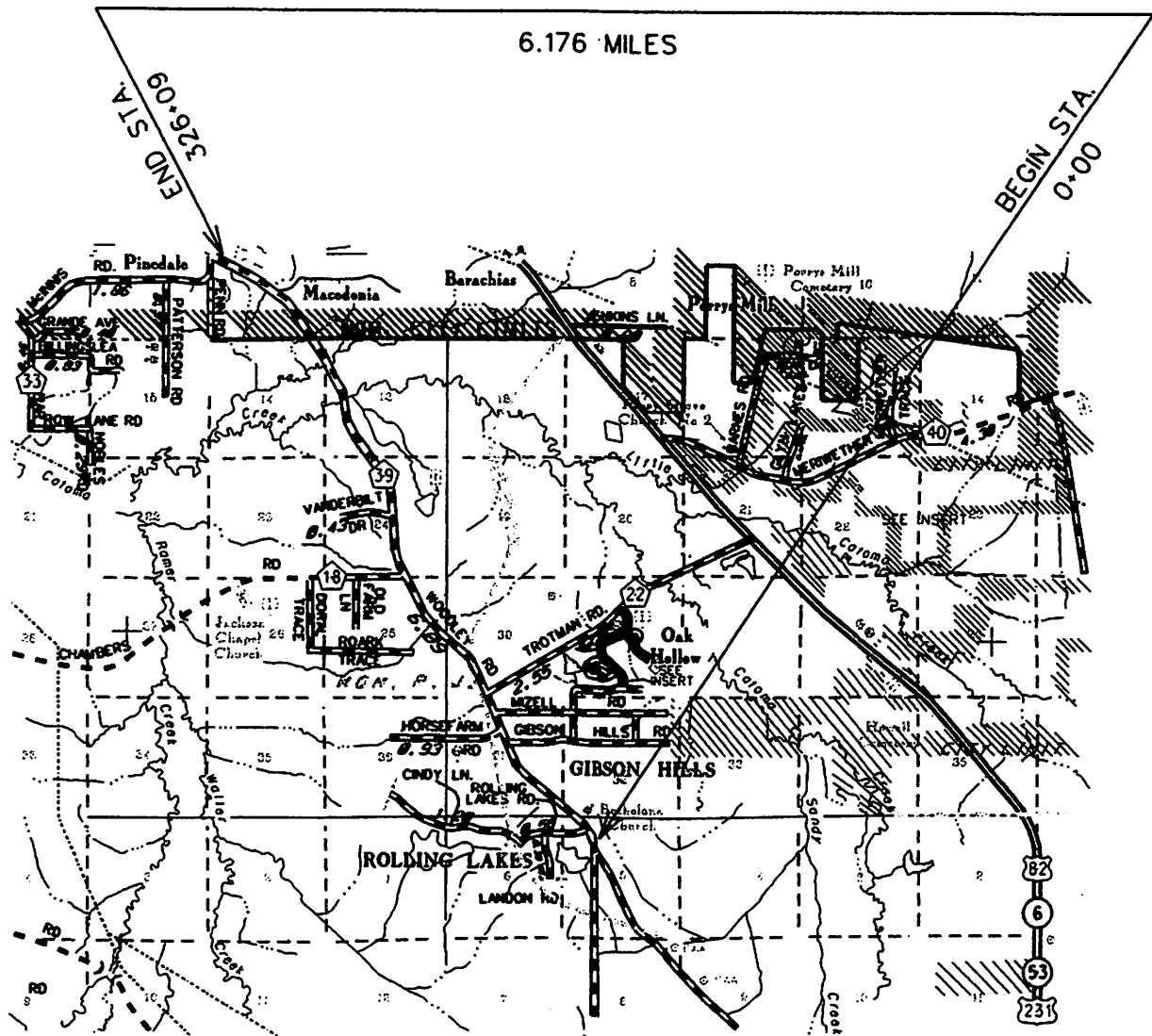
cc: File

CLOVERFIELD ROAD CO. RD. 24

2.959 MILES



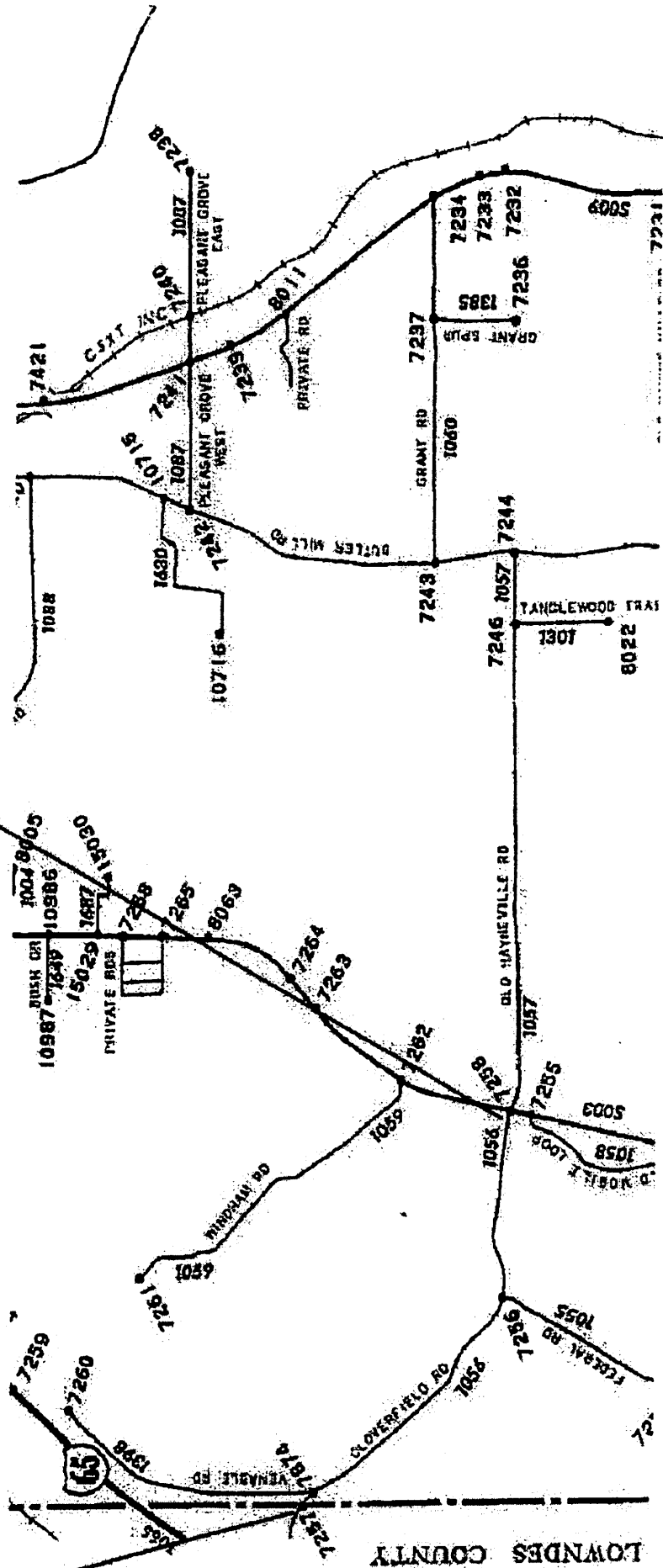
WOODLEY ROAD CO. RD. 39



2.959 MILES

BEG. STA. 0+00

END STA. 156+25



LOWNDES COUNTY

244 Dexter Avenue
Montgomery, Alabama 36104

*File Original
to Contract File
Thur. Memo*



Agenda

MAY 11 2009

April 20, 2009

Mr. Donnie Mims
Montgomery County Administrator
101 S. Lawrence Street
Montgomery, AL 36104

Dear Mr. Mims:

Alabama Power currently leases a total of 81 parking spaces on the property located at the southeast corner of Adams Avenue and South McDonough Street.

Of the 81 parking spaces, 61 spaces are leased until August 13, 2013 and the lease for the remaining 20 spaces is due to expire on April 30, 2009.

We would like to request an extension for the 20 parking spaces to coincide with the expiration date of the 61 spaces on August 13, 2013. We would also recommend that we increase the rate from \$29.50 per space to \$33.00 per space for a total of \$660 per month.

Thank you for taking the time to consider our request. Please call me at 832-3302 should you have any questions.

Sincerely,

Keith C. Karst
Division Customer Service Manager

STATE OF ALABAMA)
MONTGOMERY COUNTY)

SECOND AMENDED LEASE AGREEMENT

WHEREAS, the **Montgomery County Commission** (hereinafter "**Lessor**") has acquired from Richard Jordan and is the owner of that certain parcel of real estate situated at the southeast corner of Adams Avenue and South McDonough Street, Montgomery, Alabama consisting of 24,000 square feet of paved parking area, with a total of sixty-one (61) parking spaces; and

WHEREAS, **Alabama Power Company** (hereinafter "**Lessee**") is leasing said sixty-one (61) parking spaces, by virtue of a Memorandum of Lease Agreement between Richard Jordan and Alabama Power Company, dated August 19, 1991; and renewals dated May 1, 1992; January 25, 1993; June 27, 1994; May 1, 1997, May 9, 2000, with Lease terminating on August 31, 2003; and

WHEREAS, a new Memorandum Lease Agreement by and between Alabama Power Company and Richard Jordan was executed on April 14, 2003, with the term beginning September 1, 2003, and extending for a period of (10) years, ending August 31, 2013, which agreement was assumed by the Montgomery County Commission; and

WHEREAS, the parties executed an Amended Lease Agreement on April 17, 2006, attached hereto and incorporated herein as Exhibit "A," relocating the 61 parking places to that certain parcel of real estate situated at the southeast corner of Washington Avenue and South McDonough Street, which property is owned by Lessor, and which property also had an additional 20 paved parking spaces numbered 1 through 20 (all 81 spaces hereafter being referred to as "Leased Premises"); and

WHEREAS, the aforesaid Amended Lease Agreement dated April 17, 2006 also authorized the Lessee to lease the twenty (20) additional parking spaces on the Leased Premises for a period of three years beginning May 1, 2006 and ending April 30, 2009, with a rental rate of \$29.50 per space for a total of \$590 per month; and

WHEREAS, the parties hereto desire to amend the Amended Lease Agreement dated April 17, 2006 attached hereto and incorporated herein as Exhibit "A," to extend the period of the lease for the twenty (20) additional parking spaces until August 31, 2012, with the option of renewing the lease for one additional year, or until August 31, 2013; and

WHEREAS, the partes hereto also desire to amend the Amended Lease Agreement dated April 17, 2006 attached hereto and incorporated herein as Exhibit "A," to increase the rental on the additional twenty (20) parking spaces from \$29.50 per space to \$33 per space for a total of \$660 per month which shall be due and payable to the Montgomery County Commission on the first day of each month and mailed to P. O. Box 1667, Montgomery, Alabama 36103-1667.

NOW, THEREFORE, for and in consideration of \$100.00, the receipt and sufficiency of

which is hereby acknowledged, Lessor and Lessee herein mutually agree to the following amended terms and conditions:

1. Lessee shall continue to lease the sixty-one (61) parking spaces on the Leased Premises in accordance with the terms set forth in Exhibit "A" attached hereto and incorporated herein.

2. The lease term for the twenty (20) additional parking spaces located at the Leased Premises as defined herein, consisting of an additional twenty (20) paved parking spaces numbered 1 through 20, shall be extended with the lease term ending on August 31, 2012. At the end of the lease term, August 31, 2012, unless the Lessor provides written notice to the Lessee of its intent otherwise, the lease shall automatically renew for an additional one (1) year, so that the lease term shall end on August 31, 2013. The notice referred to in the preceding sentence shall be provided by Lessor to Lessee no later than thirty (30) business days prior to the expiration of the lease term on August 31, 2012.

3. Beginning May 1, 2009, the rental rate for the twenty (20) additional parking spaces shall be \$33 per space for a total of \$660 per month, which shall be due on the first day of each month and mailed to Lessor at P. O. Box 1667, Montgomery, Alabama 36102.1667. All lease payments shall be made payable to the Montgomery County Commission.

4. Lessee agrees to keep the Leased Premises clear of trash and debris, etc.

5. Lessee agrees to be responsible for any damage to the Leased Premises, less normal wear and tear, and striping of the lot.

6. Lessee shall have the responsibility of furnishing the lighting for the eighty-one (81) space parking lot located at the Leased Premises.

7. Lessee shall not construct any improvements on the Leased Premises without the consent of the Lessor.

8. Lessor covenants that Lessee shall have quiet and peaceable possession of the Leased Premises throughout the lease period so long as Lessee pays the rental and is not otherwise in material breach of any provision of this Amended Lease Agreement.

9. Lessee hereby agrees to hold the Lessor, and all of its employees or agents harmless from any and all liability, claims, or causes of action that might arise from the use of the Leased Premises, and further agrees to be responsible for liability insurance for the Leased Premises.

10. This Second Amended Lease Agreement with respect to the additional twenty (20) parking spaces may be terminated by either party by providing ninety (90) days written notice to the other party. Lessor and Lessee also agree that if the Leased Premises are needed by Lessor for the

construction of buildings or a parking deck, or any other use in the public interest, the parties shall relocate the 81 parking spaces herein leased to Lessee to a different location mutually agreed upon by the parties herein.

11. All notices required or permitted under this Second Amended Lease Agreement shall be in writing and shall be deemed duly given upon actual delivery if delivery is by hand (against receipt) or on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested, or on the next business day after being sent via a nationally recognized overnight courier service which provides signed acknowledgments of receipt. All notices shall be directed to the other party at the address indicated below, or to any other address as the parties may designate by notice delivered pursuant to this provision.

If to Lessor:

Montgomery County Commission
P. O. Box 1667
(101 South Lawrence Street)
Montgomery, Alabama 3102-1667 (36104)
Telephone: 334-832-1210
Fax: 334-832-2533

If to Lessee:

Alabama Power Company
P. O. Box 2641
(600 North 18th Street)
Birmingham, Alabama 35291 (35203)
Attention: R. Scott Vickers
Telephone: 205-257-3670
Fax: 205-257-3134

12. This Second Amended Lease Agreement shall be governed by the laws of the State of Alabama. It is further agreed that any and all disputes arising out of this Second Amended Lease Agreement or any matter related to the Leased Premises shall first be mediated by the parties, with a mediator mutually agreed to by the parties in a good faith attempt to resolve said dispute. The parties further agree that the venue for any and all litigation that may result thereafter shall be filed in the Circuit Court of Montgomery County, Alabama.

13. This Second Amended Lease Agreement constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof and said parties shall not be bound by any statement, special condition or agreements not herein expressed. No alteration or amendment to this Amended Lease Agreement by the parties hereto shall be effective unless in

writing, signed by the parties and by reference incorporated into this Second Amended Lease Agreement.

Dated this the _____ day of May, 2009.

MONTGOMERY COUNTY COMMISSION
(Lessor)

Witness

By its: Chairman

ALABAMA POWER COMPANY
(Lessee)

Witness

By its:

STATE OF ALABAMA)
MONTGOMERY COUNTY)



AMENDED LEASE AGREEMENT

WHEREAS, the **Montgomery County Commission** (hereinafter "**Lessor**") has acquired from Richard Jordan and is the owner of that certain parcel of real estate situated at the southeast corner of Adams Avenue and South McDonough Street, Montgomery, Alabama consisting of 24,000 square feet of paved parking area, with a total of 61 parking spaces; and

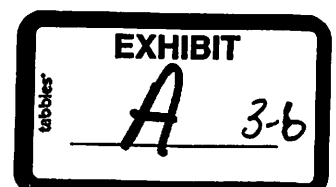
WHEREAS, **Alabama Power Company** (hereinafter "**Lessee**") is leasing said 61 parking spaces, by virtue of a Memorandum of Lease Agreement between Richard Jordan and Alabama Power Company, dated August 19, 1991; and renewals dated May 1, 1992; January 25, 1993; June 27, 1994; May 1, 1997; May 9, 2000, with Lease terminating on August 31, 2003; and

WHEREAS, a new Memorandum Lease Agreement by and between Alabama Power Company and Richard Jordan was executed on April 14, 2003, with the term beginning September 1, 2003, and extending for a period of (10) years, ending August 31, 2013, which agreement was assumed by the Montgomery County Commission, a full and complete copy of which is attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, the parties hereto desire to amend the Memorandum Lease Agreement attached hereto and incorporated herein as Exhibit "A" so as to relocate the said 61 parking spaces to that certain parcel of real estate situated at the southeast corner of Washington Avenue and South McDonough Street, which property is owned by the Lessor, and which property also has an additional 20 paved parking spaces, numbered 1 through 20 (the property is hereafter referred to as "Leased Premises"); and

WHEREAS, Lessor and Lessee desire to amend the Memorandum of Lease attached hereto and incorporated herein as Exhibit "A" so that Lessee shall also lease the 20 additional parking spaces on the Leased Premises to Lessee for a lease period of three (3) years beginning May 1, 2006, and ending April 30, 2009, with the rental rate being \$29.50 per space for a total of \$590.00 per month, which shall be due and payable to the Montgomery County Commission on the first day of each month and mailed to P.O. Box 1667, Montgomery, Alabama 36102-1667.

NOW, THEREFORE, for and in consideration of \$100.00, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee herein mutually agree to the following amended terms and conditions:



1. The 61 parking spaces located at the southeast corner of Adams Avenue and South McDonough Street currently being leased by Alabama Power Company are hereby relocated to the Leased Premises as defined herein, which property is owned by the Lessor, and is hereby leased to the Lessee for a period of ten (10) years beginning September 1, 2003, and ending August 31, 2013. Lessee will no longer lease 61 parking spaces at the property located at the southeast corner of Adams Avenue and South McDonough Street.
2. The rental rate for the first five (5) years, beginning September 1, 2003, and ending August 31, 2008, shall be \$1,800 per month and the rental rate for the remainder of the lease period shall be \$2,000 per month, which shall be due on the first day of each month and mailed to Lessor at P.O. Box 1667, Montgomery, Alabama 36102-1667. All lease payments shall be made payable to the Montgomery County Commission.
3. Lessor hereby leases to Lessee twenty (20) additional parking spaces located at the Leased Premises as defined herein, consisting of an additional 20 paved parking spaces numbered 1 through 20, for a period of three (3) years beginning May 1, 2006, and ending April 30, 2009.
4. The rental rate for the twenty (20) additional parking spaces shall be \$29.50 per space for a total of \$590 per month, which shall be due on the first day of each month and mailed to Lessor at P.O. Box 1667, Montgomery, Alabama 36102-1667. All lease payments shall be made payable to the Montgomery County Commission.
5. Lessee agrees to keep the Leased Premises clear of trash and debris, etc.
6. Lessee agrees to be responsible for any damage to the Leased Premises, less normal wear and tear, and striping of the lot.
7. Lessee shall have the responsibility of furnishing the lighting for the 81 space parking lot located at the Leased Premises.
8. Lessee shall not construct any improvements on the Leased Premises without the consent of Lessor.
9. Lessor covenants that Lessee shall have quiet and peaceable possession of the Leased Premises throughout the lease period so long as Lessee pays the rental and is not otherwise in material breach of any provision of this Amended Lease Agreement.
10. Lessee hereby agrees to hold the Lessor, and all of its employees or agents harmless from any and all liability, claims, or causes of action that

might arise from the use of the Leased Premises, and further agrees to be responsible for liability insurance for the Leased Premises.

11. This Amended Lease Agreement with respect to the additional twenty (20) parking spaces may be terminated by either party by providing ninety (90) days written notice to the other party. Lessor and Lessee also agree that if the Leased Premises are needed by Lessor for the construction of buildings or a parking deck, or any other use in the public interest, the parties shall relocate the 81 parking spaces herein leased to Lessee to a different location mutually agreed upon by the parties herein.

12. All notices required or permitted under this Amended Lease Agreement shall be in writing and shall be deemed duly given upon actual delivery if delivery is by hand (against receipt) or on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested, or on the next business day after being sent via a nationally recognized overnight courier service which provides signed acknowledgements of receipt. All notices shall be directed to the other party at the address indicated below, or to any other address as the parties may designate by notice delivered pursuant to this provision.

If to Lessor:

Montgomery County Commission
P.O. Box 1667
(100 South Lawrence Street)
Montgomery, Alabama 36102-1667 (36104)
Telephone: 334-832-1210
Fax: 334-832-2533

If to Lessee:

Alabama Power Company
P.O. Box 2641
(600 North 18th Street)
Birmingham, Alabama 35291 (35203)
Attention: R. Scott Vickers
Telephone: 205-257-3670
Fax: 205-257-3134

13. This Amended Lease Agreement shall be governed by the laws of the State of Alabama. It is further agreed that any and all disputes arising out of this Amended Lease Agreement or any matter related to the Leased Premises shall first be mediated by the parties, with a mediator mutually agreed to by the parties in a good faith attempt to resolve said dispute. The parties further agree that the venue for any and all litigation that may result thereafter shall be filed in Montgomery County Alabama.

14. This Amended Lease Agreement constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof and said parties shall not be bound by any statement, special condition or agreements not herein expressed. No alteration or amendment to this Amended Lease Agreement by the parties hereto shall be effective unless in writing, signed by the parties and by reference incorporated into this Amended Lease Agreement.

DATED this the 17th day of April 2006.

Donald Z. Minner
Witness

MONTGOMERY COUNTY COMMISSION
(Lessor)

[Signature]
By its: Chairman

A. Scott Vukobratovich
Witness

ALABAMA POWER COMPANY
(Lessee)

James A. Lintwood
By its: MANAGER, PROPERTIES SVCS



Haskell|Slaughter
attorneys at law

MONTGOMERY OFFICE

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

MEMORANDUM
May 6, 2009

TO: Donnie Mims
FROM: Tommy Gallion
RE: MCC Amended Lease with Alabama Power Company
Parking Spaces

I have reviewed your May 1, 2009 memorandum, copy of the April 20, 2009 letter from Keith Karst, Division Customer Service Manager at Alabama Power and the Amended Lease Agreement. Enclosed herewith is the Second Amended Lease Agreement which we have prepared and is ready for execution.

Enclosure

3194062_1
50051-317

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COMMISSION

MONTGOMERY 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

MAY 11 2009

April 30, 2009

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Reciprocal Agreement

Attached is a Reciprocal Agreement between the City of Montgomery and the Montgomery County Commission providing for the exchange of tax returns, taxpayer return information, and taxpayer audit coordination. This agreement is in accordance with Alabama Code 40-2A-10 of the Code of Alabama (1975), as amended.

This has been a year-long collaboration with the County Tax and Audit department and the City Finance department. Approving this agreement will allow the County and City of Montgomery to review more taxpayer's returns, therefore insuring proper revenues are being collected.

For this reason I recommend the Commission approve this agreement at the next County Commission meeting on May 11, 2009.

JAM/rw

Attachment

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

Tax & Audit Department

P.O. Box 4779

Montgomery, Alabama 36103-4779

ESTABLISHED 1816

Larry R. Curvin, CGFM, CFE
Revenue Manager

Administrative and Auditing for:
Montgomery County Alabama
Sales & Use Taxes; Lodging Tax;
Gasoline Tax; and Fuel Tax

Telephone (334) 832-1697
FAX (334) 832-1223
Website www.mc-ala.org

April 24, 2009

M E M O R A N D U M

To: John A. Mitchell, Sr.
Deputy Administrator

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

Re: New Information Sharing Agreement with the City of Montgomery

Attached is the original of the subject agreement as signed by Mayor Strange. Please take the necessary action to discuss this with the County Commission and request Chairman Dean's signatory approval for this agreement. I have had this as an ongoing project for over a year and the approval opens the door for a number of other coordinated revenue producing activities that should prove to be cost effective in the use of each party's personnel and that should maximize revenue to be collected from our audit activities. Please let me know if you have questions.

Attachment

**RECIPROCAL AGREEMENT BETWEEN
THE CITY OF MONTGOMERY AND THE
MONTGOMERY COUNTY COMMISSION
PROVIDING FOR THE EXCHANGE OF TAX RETURNS,
TAXPAYER RETURN INFORMATION, AND
TAXPAYER AUDIT COORDINATION**

I. AUTHORITY

This Agreement is made between the City of Montgomery and the Montgomery County Commission and through their duly authorized representatives, in accordance *with Alabama Code 40-2A-10 of the Code of Alabama (1975), as amended.*

II. PURPOSE

The Parties hereto agree to exchange Tax Returns, as defined below, and/or Return Information, as defined below, and further agree to return or destroy the documentation relating thereto, all under the terms and conditions described herein. It is understood and agreed that all information in any form whatsoever exchanged shall be employed solely by the parties for the purpose of tax administration. It is understood that tax administration purposes pertain primarily to those uses necessary for the audit, assessment, or proceedings in a court of competent jurisdiction, of the respective tax laws of the City of Montgomery and Montgomery County, Alabama. These tax administration activities may be expanded on a case-by-case basis when agreeable by the Parties.

In addition to the exchange of Tax Returns, this agreement shall apply to the exchange of other tax related information in the possession of one Party which could reasonably be considered useful to other Party for the facilitation of tax administration. Such information includes, but is not limited to, lists of taxpayers or potential taxpayers, including: identifying data; supporting schedules, attachments, and lists; nexus information and questionnaires; research and revenue estimates; audit reports and other information regarding audit; collection and enforcement activities; appeals and criminal tax matters with respect to any taxpayer or group of taxpayers.

The longer range purpose of this agreement is to develop a process for cooperation and sharing of limited staff and revenue producing resources to

provide for cost efficient results of both parties. This process could also provide for subsequent related cost sharing agreements not specifically discussed in this agreement.

III. DEFINITIONS

Party or Parties: The City of Montgomery, Alabama and the Montgomery County Commission.

Tax Return: Any tax or information return or report, declaration of estimated tax, claim or petition for refund or credit, or petition for reassessment or protest that is required by, or provided for, or permitted, under the provisions of the tax laws of the City of Montgomery, Montgomery County and/or the State of Alabama.

Return Information: A taxpayer's identity, the nature, source or amount of income, gains, losses, formulary apportionment factors, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, deficiencies, over- assessments, or tax payments, whether the taxpayer's return was, is being, or will be, examined, audited, or subject to other investigation for processing; or any other data received, recorded by, prepared by, furnished to, or collected by an officer of a taxing agency with respect to a tax return or with respect to the determination of the existence, or possible existence of liability (or the amount thereof), or by any person under the laws of either Party for administration, audit, collection, or enforcement of the tax laws of the City of Montgomery, Montgomery County and the State of Alabama, including additions to tax, penalty, interest, fine, or other imposition, or offense.

For the purposes of sales, use, motor fuel, gasoline, whiskey and beer taxes, "return information" shall also include information regarding whether the taxpayer is authorized to use a direct pay permit and any information related thereto, as applicable; and the names of the vendors/suppliers and customers and any other relevant information related to specific tax transactions.

IV. SCOPE OF INFORMATION SUBJECT TO REQUEST

The scope of this Agreement pertains to the sharing of taxpayer information, as previously defined. This Agreement shall apply to all Tax Returns and/or Return Information or reports, received or collected by each Party, except for Tax Returns and/or Return received or collected, from the Alabama Department of Revenue. Also, this Agreement expressly does not include any information received from any other state or local government, unless otherwise made the subject of both this Agreement and any similar confidentiality agreement with such other state or local government.

Neither Party will be required to audit a taxpayer at the request of the other Party. Each Party agrees not to charge each other for the costs of routine reproduction of Tax Returns and Return Information which is mutually exchanged. The providing party may charge a reasonable fee for furnishing Tax Returns and/or Return Information in magnetic tape format or under other non-routine circumstances. Such costs shall be agreed upon before such costs are incurred and/or charged. Either Party may withhold or refuse to exchange tax information if the Party reasonably believes the disclosure of such information would be detrimental to the administration or enforcement of its respective tax laws.

The scope of this agreement also pertains to taxpayer audit coordination to include sharing of applicable audit reports, periodic planning and agreement of planned taxpayer audits, and the development of external audit service arrangements that mutually benefit each jurisdiction.

V. CONFIDENTIALITY OF EXCHANGED INFORMATION

Each Party agrees that no Tax Return and/or Return Information obtained pursuant to this Agreement shall be disclosed in any manner other than as authorized under Alabama law or by ordinance of either Party, concerning confidentiality of tax information; provided, however, notwithstanding the above, neither Party to this Agreement shall disclose any information obtained under this Agreement to the Alabama Department of Revenue, or to any other state, or to any other agency, department or unit within the State of Alabama or such other state, or to any other local governmental unit, unless the express or written permission of the other Party hereto is first obtained.

Nothing herein shall be construed so as to prohibit disclosure of any information obtained by virtue of this Agreement by either Party to its proper legal representatives for use in administrative, civil or criminal proceedings concerning tax administration and enforcement.

VI. PROCEDURE

Requests may be made at any time by either Party but with the respective consideration of the timing and administrative work load of the other Party at the time of such requests. The providing Party shall determine the appropriate timing of providing the requested Tax Returns and/or Return Information with regard to its work priorities and activities. Each Party should exhibit due consideration and diligence in this regard.

(1) Tax Returns and/or Return Information may be exchanged upon request or voluntarily transmitted where the providing Party believes that such information will be useful to the other Party for stated tax administration purposes.

(A) Requests for information shall be in writing or by verifiable electronic means and must indicate the tax administration reason for the exchange.

(B) Each request shall also specify, to the extent such information is known and available, the following:

- (1) The name and address of each taxpayer for whom Tax Returns and/or Return Information is requested;
- (2) The taxable period or periods for which information is desired and requested;
- (3) The taxpayer's social security number and/or federal identification number, if available; and,
- (4) Any other information which may help facilitate the exchange.

(C) Each party agrees to furnish the other a list showing the names and official titles of all personnel authorized to request and receive information under this Agreement and to periodically update such listing with current information.

(2) The Parties agree to routinely exchange taxpayer audit reports, generally quarterly, or as otherwise agreed. Such reports will include those prepared by staff and those prepared by contract/external auditors, as applicable.

(3) The Parties agree to coordinate the audit planning and fieldwork for the respective taxpayer audit universes, which are substantially the same. This provides the Parties the operational option to rely on the audit work provided which would both serve to reduce the number of field work visits to applicable taxpayers and increase the availability of additional audit revenue without the expense of the audit fieldwork activity.

(4) The Parties also agree to work together to develop mutually productive and cost effective external audit service agreements, as deemed applicable, to assist in the collection of taxpayer tax liabilities.

(5) Should a subsequent agreement between the Parties result in a shared taxpayer account base/operating system, applicable access procedures will be developed that will augment those present in this agreement.

VII. DESTRUCTION OF RETURNS AND/OR RETURN INFORMATION

Upon completion of the use of exchanged tax returns and/or return information, the receiving Party agrees to:

Return all Tax Returns and/or Return Information (along with all copies made thereof) to the furnishing party; or,

Destroy such Tax Returns and/or Return Information by shredding. A written report will be submitted to the furnishing Party describing how and when the destruction was effected, as applicable.

VIII. COMMENCEMENT/TERMINATION OF AGREEMENT

This Agreement shall become effective on the day and date it is executed by both Parties, if simultaneous, or the latter date of a party's execution hereof. This Agreement is not limited to periods of time or years, and said Agreement shall be considered in continual effect subject to the termination provisions herein. Upon termination of this Agreement, the provisions of Section VII above will be fully complied with and verified in writing by both Parties within a reasonable time after termination.

This Agreement constitutes the entire Agreement among the Parties with regard to the matters set forth in it. Any modifications to the provisions of this Agreement may only be made by mutual written consent of the duly authorized representatives of the Parties and shall become an attachment to this Agreement.

The Parties acknowledge that this Agreement is and shall remain subject to any future amendments or changes to applicable law. Both Parties agree to promptly inform each other of any proposed changes in their respective tax confidentiality laws. In the event that the laws relating to this Agreement are repealed or substantially amended, the other Party may immediately suspend or terminate this Agreement by providing written notice to the other Party.

Any unauthorized use or disclosure of information obtained by virtue of this Agreement shall constitute grounds for either Party to immediately terminate this Agreement by providing written notice to the other Party. In any event, either Party may terminate this Agreement by providing a thirty (30) day advance written notice to the other Party.

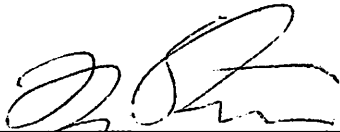
IX. OVERALL COORDINATION EFFORTS

This Agreement shall serve to augment the efforts by the City of Montgomery and Montgomery County personnel to utilize their limited resources to maximize management efficiencies, available tax and license revenues, and serve in the best overall interests of the taxpayers.

X. APPLICABLE LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

**APPROVED AND EXECUTED AS DULY AUTHORIZED, EFFECTIVE
UPON THE LATTER DATE NOTED HEREINBELOW.**

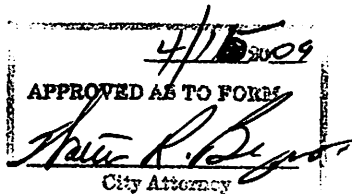


Todd Strange, Mayor
City of Montgomery

Elton N. Dean, Sr., Chairman
Montgomery County Commission

Date

Date



ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COMMISSION

MONTGOMERY 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

MAY 11 2009

February 19, 2009

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator 

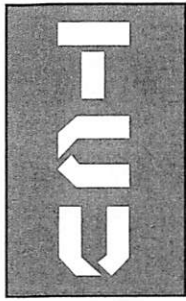
SUBJECT: Change Order Proposal #10
Detention Facility Project

I am requesting the Commission approve Change Order #10 at the next Commission meeting on May 11, 2009. This change has been discussed with Goodwyn, Mills & Cawood and T.C.U. Consulting. They recommend these items be accepted and find they are in line with the scope of this project. The proposal was previously discussed with the Commission during the informal session of the February 23, 2009 meeting.

The cost of this change is \$35,131.74. I am in agreement with this Change Order and recommend approval.

JAM/rw

Attachment



T.C.U. CONSULTING SERVICES, LLC

CONSTRUCTION CONSULTANTS

334-279-8765 • 334-272-5731 Fax
P.O. Box 230487
MONTGOMERY, ALABAMA 36123-0487

April 29, 2009

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

Dear John:

Attached are three (3) originals of Change Order #10 for approval by the Commission. The Commission was briefed on Change Order Proposal #10 at the February 9, 2009 Information Meeting. Please include on the agenda for approval at the May 11th Meeting. Secure Elton Dean's signature and return two to me.

Sincerely

A handwritten signature in black ink, appearing to read 'Larry Carter', is written over the word 'Sincerely'.

Larry Carter
Enclosures (3)

cc: file MCDF: a1.1.4 and i2.6
W. K. Upchurch III, letter only
Vicki Loyd, Goodwin, Mills & Cawood, Inc., letter only
Donnie Mims, letter only

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 010	OWNER: ☒
Montgomery County Detention Facility Montgomery, Alabama	DATE: March 31, 2009	ARCHITECT: ☒
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 6-5-010	CONTRACTOR: ☒
Bell and Associates Construction, LP 255 Wilson Pike Circle Brentwood, TN 39249	CONTRACT DATE: October 17, 2006	FIELD: ☒
	CONTRACT FOR: General Construction	OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:

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

COP Numbers 10.01 thru 10.09, 10.13 and 10.14

\$35,131.74

(See Attached)

Note: COP Numbers 10.10 thru 10.12 were previously processed in Change Order No. 009.

The original Contract Construction Sum was	\$ 46,362,000.00
The net change by previously authorized Change Orders	\$ 645,957.46
The Contract Sum prior to this Change Order was	\$ 47,007,957.46
The Contract Sum will be increased by this Change Order in the amount of	\$ 35,131.74
The new Contract Sum including this Change Order will be	\$ 47,043,089.20

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 September 15, 2008

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.

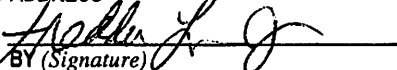
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Goodwyn, Mills and Cawood, Inc.

ARCHITECT (Firm name)

2660 EastChase Lane, Suite 200 (36117),
P O Box 242128, Montgomery, AL
36124-2128

ADDRESS



Freddie E. Lynn, Jr., AIA, VP/Arch.

(Typed name)

L. 22-09

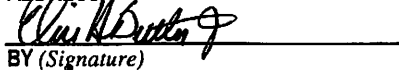
DATE

Bell and Associates Construction, LP

CONTRACTOR (Firm name)

255 Wilson Pike Circle, Brentwood, TN
39249

ADDRESS



Elvis H. Butler, Jr.

(Typed name)

4-6-09

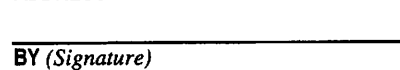
DATE

Montgomery County Commission

OWNER (Firm name)

P O Box 1667, Montgomery, AL 36102-
1667

ADDRESS



(Typed name)

DATE

CHANGE ORDER PROPOSALS for CHANGE ORDER NO. 10

Total

Accept

Reject

Date: 02/13/09

Please review line by line and initial in the appropriate space whether item is accepted or rejected. Also sign on signature line at the bottom.

10.01	Add to furnish power to the gas meter in new facility. Required by the gas company.	\$ 1,774.87	✓	
10.02	Add to switch regular shower controls to handicap shower controls. Required at handicapped shower.	\$ 2,235.00	✓	
10.03	Furnish and install janitor's sink en lieu of shower base shown on Plumbing drawings. Required to provide janitor closet in housing unit.	\$ 456.00	✓	
10.04	Furnish eight narrow soap dispensers for wide soap dispensers. Solution for eight locations at which the wide dispensers would not fit.	\$ 246.40 171.04 TAX ADDED <i>OK</i>	✓	
10.05	Furnish material and labor for patching holes in ceiling scheduled to receive access doors. Access denied from below by Code Official.	\$ 5,907.00	✓	
10.06	Add to reroute existing roof drains at Pardons and Paroles. Unforeseen condition.	\$ 2,067.00	✓	
10.07	Add to flatten counter at Central Control 141, and install elevator controls at Central Control 141 & 1057. Required, but not in original plans.	\$ 5,403.00	✓	
10.08	Furnish and install drywall ceiling and furring to separate plumbing in electrical room. To resolve site restraints in meeting Electrical Code. <i>Done on time & material due to schedule for</i>	\$ 4,345.00 ESTIMATE 4,345.00	✓	
10.09	Furnish and install VAV Box in Room 175 of Existing Facility to Provide additional air to electrical room. Recommendation by security electronics consultant upon observation of site condition.	\$ 4,134.00	✓	

Note: Items 10.10 – 10.12 were approved in Change Order No. 9, Change Order Proposal #10A.

10.13	Furnish and install dampers and Security Bars to provide route for return air to HVAC unit AHU-4. Unforeseen condition.	\$ 3,250.00	✓	
10.14	Provide second set of mock-ups for resinous flooring. By Agreement.	\$ 5,288.83	✓	

CHANGE ORDER PROPOSAL #10 TOTAL

\$ ~~35,107.10~~ 35,131.74 *OK*

Recommended by:

Goodwyn, Mills and Cawood, Inc.
Architect (Firm Name)

Victoria P. Loyd
By (Signature)

Victoria P. Loyd, AIA
(Typed Name)

Date: February 13, 2009

Recommended by:

T.C.U. Consulting, Inc.
Owner's Representative (Firm Name)

Larry Carter
By (Signature)

Larry Carter
(Typed Name)

Date: 02/15/09

Reviewed by:

Montgomery County Commission
Owner (Firm Name)

Donald L. Mims
By (Signature)

Donald L. Mims, County Admin.
(Typed Name)

Date:

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COMMISSION

MONTGOMERY, ALABAMA 36102-1667



ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
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DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
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www.mc-ala.org

Agenda

MAY 11 2009

May 4, 2009

MEMORANDUM

TO: Montgomery County Commission

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

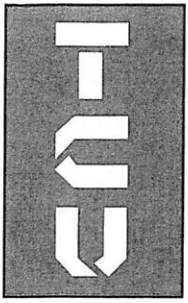
SUBJECT: Deductive Change Order #1
FFE Medical Equipment Package
Montgomery County Detention Facility

Attached is Deductive Change Order #1 in the amount of \$7,359.00. This Change Order reduces the amount on the Medical Equipment Contract from \$107,182.10 to \$99,823.10 with Cardinal Health.

This order is being submitted for your approval at the next Commission meeting on May 11, 2009.

JAM/rw

Attachment



T.C.U. CONSULTING SERVICES, LLC

CONSTRUCTION CONSULTANTS

334-279-8765 • 334-272-5731 Fax
P.O. Box 230487
MONTGOMERY, ALABAMA 36123-0487

May 1, 2009

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

Re: MCDF FFE Medical Equipment Change Order #1

Dear John:

Attached are four original copies of Change Order #1 to the Medical Equipment Contract. I believe you reviewed this with the Commission at the March 9th Information Session. Please secure approval signature and return (3) signed copies to me.

If you have any questions, please call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Larry Carter', is written over a horizontal line.

Larry Carter
Enclosures (1)

cc: file MCDF: a1.1.4, i2.6, c5.1
W. K. Upchurch III, letter only
Melanie Bryant, GMC, “ “
Donnie Mims, letter only

100-1607

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 001	OWNER: ☒
Montgomery County Detention Facility	DATE: March 30, 2009	ARCHITECT: ☒
Furniture & Equipment		CONTRACTOR: ☒
Medical Equipment Package		FIELD: ☐
Montgomery, Alabama		OTHER: ☒
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 6-5-010B	
Cardinal Health 200, Inc.	CONTRACT DATE: November 14, 2008	
700 Cardinal Place	CONTRACT FOR: Medical Equipment Package	
Dublin, OH 43017		

THE CONTRACT IS CHANGED AS FOLLOWS:

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

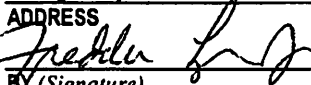
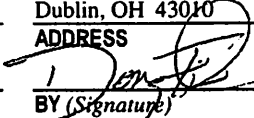
Omission of Hospital Infusion Pumps, Item No. IF-369, Quantity - 3	Deduct	\$	(7,359.00)
The original Contract Sum was	\$		107,182.10
The net change by previously authorized Change Orders	\$		0.00
The Contract Sum prior to this Change Order was	\$		107,182.10
The Contract Sum will be decreased by this Change Order in the amount of	\$		(7,359.00)
The new Contract Sum including this Change Order will be	\$		99,823.10

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

The date of Substantial Completion as of the date of this Change Order therefore is February 6, 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.

<u>Goodwyn, Mills and Cawood, Inc.</u>	<u>Cardinal Health 200, Inc.</u>	<u>Montgomery County Commission</u>
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
2660 EastChase Lane, Suite 200	700 Cardinal Place	P O Box 1667
Montgomery, AL 36117	Dublin, OH 43010	Montgomery, AL 36102-1667
ADDRESS	ADDRESS	ADDRESS
		
BY (Signature)	BY (Signature)	BY (Signature)
Freddie E. Lynn, Jr., AIA, VP/Arch		<u>ELTON DEAN, SR</u>
(Typed name)	(Typed name)	(Typed name)
<u>4.22.09</u>	<u>4/14/09</u>	
DATE	DATE	DATE

**MONTGOMERY COUNTY DETENTION FACILITY
FURNITURE AND EQUIPMENT PACKAGE
MEDICAL EQUIPMENT PACKAGE**

MONTGOMERY, ALABAMA

CHANGE ORDER PROPOSALS for CHANGE ORDER NO. 1

Total

Accept

Reject

Date: 02/24/09

Please review line by line and initial in the appropriate space whether item is accepted or rejected. Also sign on signature line at the bottom.

1.01 Omission of Hospera Infusion Pump, Item No. IF-369,
Quantity: 3

(7,359.00)

✓

✓

Total deduct:

\$ 7,359.00

Goodwyn, Mills and Cawood, Inc.

Architect (Firm Name)

M. Bryant

By (Signature)

Melanie Bryant, IIDA

(Typed Name)

February 24, 2009

Date

T.C.U. Consulting, Inc.

Owner's Representative (Firm Name)

L. Carter

By (Signature)

Larry Carter

(Typed Name)

02/28/09

Date

Montgomery County Commission

Owner (Firm Name)

D. L. Mims

By (Signature)

Donald L. Mims, County Admin.

(Typed Name)

3/16/09

Date

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

MAY 11 2009

May 11, 2009

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:

NC-2009-87: Town of Pike Road, for Security to The Waters - \$1,000; (Ingram)

DLM/tll

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 17

BUDGET FORM 5
Agenda
MAY 11 2009

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	5/4/09
			Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:		
Elected Official/Dept. Head	5/4/2009	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Revenue Account	111-44222-400	(350,652)	(91,064)	(441,716)
Contract	111-53101-330	528,170	91,064	619,234
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		177,518	(0)	177,518

JUSTIFICATION:

To add \$91,064 revenue received from State of Alabama and deposited on 4/29/09 for the construction of Pike/Vaughn Road intersection improvement project in order to make payment to vendor

**Montgomery County
Youth Facility**

Agenda

MAY 11 2009

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Court Administrator 
Date: April 29, 2009
Re: Position Fill Request

I am requesting that the Position Fill Request to replace the retiring nighttime intake officer be placed on the next agenda for the County Commission Meeting.

Thank you for your consideration.

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Charles Glasscock and Ray Williams

COMPLETED ACTION DATES

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

1. POSITION TITLE: Juvenile Probation Officer I

POSITION NUMBER: 001-526020-053 (to replace Catherine Andrews)

PROPOSED EFFECTIVE DATE: 05/01/09

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A06 (\$34,563/\$1,329.34/\$16.6167)

Bruce R. Howell

Department Head

4/14/2009

Date

2. ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4. SELECTEE:

Appointing Authority

Date

5. () Manpower data entered by

Date

() Payroll entered by

Date

2009 APR 16 PM 2:42

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 11 2009

Request # 10

Date: May 1, 2009
To: Donald L. Mims, Administrator
From: Larry R. Curvin, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery

Departure Date: September 11, 2009 Return Date: September 11, 2009

Conference Leave (Days / Hours): 1 day

Purpose of Travel: Attend "ALTIST 2009 Annual CRE UPDATE" Course REQUIRED to maintain standing as a Certified Revenue Examiner. The course is sponsored by the ACCA and administered by the AU Center for Governmental Service.

Traveler (s) Name: 1. Terri Henderson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$110.00 Advance Registration Required: \$110.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: _____

To: Larry R. Curvin, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 05/11/09 reimbursement of actual and necessary expenses in the approximate amount of \$110.00 and advance registration of \$110.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51800-265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$11,000.00

Approved Requests: \$7,374.64

Budget Available: \$3,625.36

Current Requests: \$110.00

Budget Balance: \$3,515.36

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/4/2009

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 11 2009

Request # 12

Date: May 4, 2009
To: Donald L. Mims, Administrator
From: Lou Ialacci
Re: Travel / Training Request

LM

Request approval to be granted for the following:

Destination: Atlanta, GA Global Knowledge
Departure Date: May 17, 2009 Return Date: May 22, 2009
Conference Leave (Days / Hours): 5 Day
Purpose of Travel: Implementing Cisco Unified Communications IP Telephony v6.0

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

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

Total (est.) Cost: \$825.00 Advance Registration Required: \$0.00

Department Name: Information Systems Fund Name: General

Additional Comments: The \$825.00 is for hotel, food, and transportation for the week. The course fee was paid for on Travel/Training Request # 7. This is the third and final class in this series.

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

The above request is app. 05/11/09 reimbursement of actual and necessary expenses in the approximate amount of \$825.00 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>\$17,149.84</u>	
Budget Available:	<u>\$12,850.16</u>	
Current Requests:	<u>\$825.00</u>	
Budget Balance:	<u>\$12,025.16</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/4/2009

cc: Finance Director / Buyer

10-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

MAY 11 2009

Date: March 13, 2009
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Point Clear, Alabama
Departure Date: July 19, 2009 Return Date: July 22, 2009
Conference Leave (Days / Hours): 4 days
Purpose of Travel: Sheriff's Association Summer Conference

Traveler (s) Name: 1. Sheriff D. T. Marshall 4. Chief Deputy D. Cunningham
2. Chief R. D. Bryan 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$3,550.00 Advance Registration Required: \$550.00

Department Name: Sheriff's Office Fund Name: General (001-52110-265)

Additional Comments: _____

To: Sheriff D. T. Marshall
From: Donald L. Mims, Administrator

The above request is app. 05/11/09 reimbursement of actual and necessary expenses in the
approximate amount of \$3,550.00 and advance registration of \$550.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-52110-265 (ex: 000-00000-000)
Description: Registration & Training
Current Budget: \$30,000.00
Approved Requests: \$6,038.08
Budget Available: \$23,961.92
Current Requests: \$3,550.00
Budget Balance: \$20,411.92

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/28/2009

cc: Finance Director / Buyer

10-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

Agenda

MAY 11 2009

Date: April 28, 2009
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange, California
Departure Date: June 21, 2009 Return Date: June 27, 2009
Conference Leave (Days / Hours): 7 days
Purpose of Travel: Introduction to Science of Friction Ridge Examination

Traveler (s) Name: 1. Nicole Wright 4. Dianna Skinner
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$4,000.00 Advance Registration Required: \$1,200.00

Department Name: Sheriff's Office Fund Name: General (001-52110-265)

Additional Comments: _____

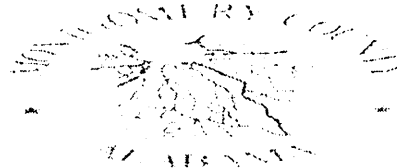
To: Sheriff D. T. Marshall
From: Donald L. Mims, Administrator

The above request is app. 05/11/09 reimbursement of actual and necessary expenses in the
approximate amount of \$4,000.00 and advance registration of \$1,200.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-52110-265 (ex: 000-00000-000)
Description: Registration & Training
Current Budget: \$30,000.00
Approved Requests: \$6,038.08
Budget Available: \$23,961.92
Current Requests: \$7,550.00
Budget Balance: \$16,411.92

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/28/2009

cc: Finance Director / Buyer

10-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 10

Agenda
MAY 11 2009

Date: April 29, 2009
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Louisville, KY
Departure Date: July 25, 2009 Return Date: July 29, 2009
Conference Leave (Days / Hours): 5 days
Purpose of Travel: FBI National Academy Annual Conference

Traveler (s) Name: 1. Chief Derrick Cunningham 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,700.00 Advance Registration Required: \$400.00
Department Name: Sheriff's Office Fund Name: General (001-52110-265)

Additional Comments: _____

To: Sheriff D. T. Marshall
From: Donald L. Mims, Administrator

The above request is app. 05/11/09 reimbursement of actual and necessary expenses in the
approximate amount of \$1,700.00 and advance registration of \$400.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$30,000.00</u>
Approved Requests:	<u>\$3,701.75</u>
Budget Available:	<u>\$26,298.25</u>
Current Requests:	<u>\$9,250.00</u>
Budget Balance:	<u>\$17,048.25</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/29/2009

cc: Finance Director / Buyer

10-5

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

Agenda

MAY 11 2009

Date: May 5, 2009
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Jacksonville, Florida
Departure Date: June 14, 2009 Return Date: June 19, 2009
Conference Leave (Days / Hours): 6 days
Purpose of Travel: Police Internal Affairs

Traveler (s) Name: 1. Lieutenant Leigh Persky 4. Sergeant Jessie Oliver
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$3,000.00 Advance Registration Required: \$1,250.00

Department Name: Sheriff's Office Fund Name: General (001-52110-265)

Additional Comments: _____

To: Sheriff D. T. Marshall

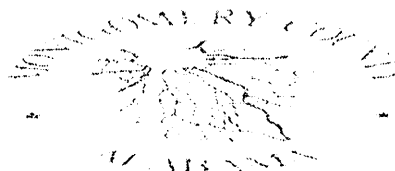
From: Donald L. Mims, Administrator

The above request is app. 05/11/09 reimbursement of actual and necessary expenses in the
approximate amount of \$3,000.00 and advance registration of \$1,250.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$3,701.75</u>	
Budget Available:	<u>\$26,298.25</u>	
Current Requests:	<u>\$12,250.00</u>	
Budget Balance:	<u>\$14,048.25</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/5/2009

cc: Finance Director / Buyer

10-6

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

Agenda

MAY 11 2009

Date: April 23, 2009
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Embassy Suites Hotel, Montgomery, AL

Departure Date: June 4, 2009 Return Date: June 4, 2009

Conference Leave (Days / Hours): 8 hrs.

Purpose of Travel: Attend Seminar presented by Auburn University
Standards of Practice for Surveying in the State of Alabama

Traveler (s) Name: 1. George C. Speake 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600-265

Additional Comments: _____

To: George C. Speake, County Engineer

From: Donald L. Mims, Administrator

The above request is app. 05/11/09 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$100.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>111-53600-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$5,000.00</u>
Approved Requests:	<u>\$1,625.00</u>
Budget Available:	<u>\$3,375.00</u>
Current Requests:	<u>\$100.00</u>
Budget Balance:	<u>\$3,275.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/23/2009

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

Agency

MAY 11 2009

Date: April 30, 2009
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 333 West Harbor Drive, San Diego, CA, 92101
Departure Date: May 31, 2009 Return Date: June 3, 2009
Conference Leave (Days / Hours): Three days
Purpose of Travel: To attend a conference on Innovative Technologies in Community Corrections

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

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

Total (est.) Cost: \$1,500.00 Advance Registration Required: \$250.00

Department Name: Community Correction Fund Name: Community Corrections

Additional Comments: Airfare is roughly \$400.00. Lodging is roughly \$500.00. Meals/incidental expenses should be roughly \$350.00. Please send a check in the amount of \$250.00 for registration.

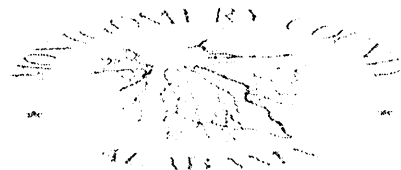
To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator

The above request is app. 05/11/09 reimbursement of actual and necessary expenses in the approximate amount of \$1,500.00 and advance registration of \$250.00 is authorized.

To be completed by the Finance Department

Fund Code: 124-57202-265 (ex: 000-00000-000)
Description: Registration & Training
Current Budget: \$9,810.00
Approved Requests: \$4,774.00
Budget Available: \$5,036.00
Current Requests: \$1,500.00
Budget Balance: \$3,536.00

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/5/2009

cc: Finance Director / Buyer

10-8

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Date: May 4, 2009
To: Donald L. Mims, Administrator
From: Paul Brown, Director
Re: Travel / Training Request

MAY 11 2009

Request approval to be granted for the following:

Destination: Birmingham, Alabama
Departure Date: June 10, 2009 Return Date: June 11, 2009
Conference Leave (Days / Hours): two days
Purpose of Travel: To attend a Sex Offender Management Training Class

Traveler (s) Name: 1. Steve Tate 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$100.00 Advance Registration Required: \$0.00

Department Name: Community Correction Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 05/11/09 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>124-57202-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$9,810.00</u>	
Approved Requests:	<u>\$4,744.00</u>	
Budget Available:	<u>\$5,066.00</u>	
Current Requests:	<u>\$130.00</u>	
Budget Balance:	<u>\$4,936.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/5/2009

cc: Finance Director / Buyer

10-9

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 27

Agenda

MAY 11 2009

Date: April 30, 2009
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: May 26, 2009 Return Date: May 29, 2009
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: To Attend: Victim Service Officers Association Summer Conference
Paid from Grant budget

Traveler (s) Name: 1. Crystal Taylor 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,384.00 Advance Registration Required: \$325.00
Department Name: District Attorney Fund Name: 760-51260-292

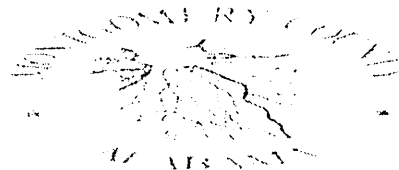
Additional Comments: _____

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

The above request is app. 05/11/09 reimbursement of actual and necessary expenses in the
approximate amount of \$1,384.00 and advance registration of \$325.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>760-51260-292</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$172,171.00</u>
Approved Requests:	<u>\$8,317.74</u>
Budget Available:	<u>\$163,853.26</u>
Current Requests:	<u>\$1,384.00</u>
Budget Balance:	<u>\$162,469.26</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 5/4/2009
cc: Finance Director / Buyer

10-10



Agenda

MAY 11 2009

TRACY MCCOOEY
CIRCUIT JUDGE

STATE OF ALABAMA
FIFTEENTH JUDICIAL CIRCUIT
POST OFFICE BOX 1667
MONTGOMERY, ALABAMA 36102-1667

TELEPHONE: (334) 832-1365
FACSIMILE (334) 832-1647
COUNTY COURTHOUSE

MEMO TO: Mr. Donnie Mims, County Administrator
FROM: Judge Tracy S. McCooley 
DATE: May 5, 2009
RE: Approval of grant writing and administration

Please place Sara Byard on the County Commission agenda to ask that the Commission approve grant writing and administration of a grant that I am currently trying to obtain from the Substance Abuse and Mental Health Services Administration to expand existing Adult Drug Court services. (Per our conversation, I will be on vacation on the date of the County Commission Meeting and ask that Sara brief on my behalf.) The grant required the Court itself to be the grant applicant. There is no matching requirement for the grant, I am only asking for the grant to be written and administered by the County.

The receipt of this grant in the amount of \$660,000 over three years would provide funding for a Drug Counselor to be housed in the Jail, drug testing of inmates (1,000 tests per month), and an additional Drug Court Prosecutor. As you know, there is a need to address the substance abuse issues of offenders because their addiction is often the underlying cause of criminal activity. Studies have concluded that Drug Courts ultimately save governments millions of dollars because they address the underlying cause of criminal activity and drastically reduce recidivism rates amongst offenders. We appreciate the County Commission's continued support of our efforts.

**MONTGOMERY COUNTY COMMUNITY
PUNISHMENT AND CORRECTIONS AUTHORITY**
301 ADAMS AVENUE • P.O. BOX 1667
MONTGOMERY, AL 36102-1667

Agenda

MAY 11 2009

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Paul Brown
Director, Montgomery County Community Corrections

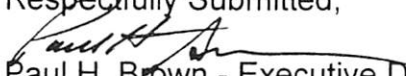
DATE: May 6, 2009

RE: Substance Abuse and Mental Health Services Administration
Offender Reentry Program Grant

Please place this item on the County Commission agenda to ask that the Commission to waive the rules and approve a grant application to Substance Abuse and Mental Health Services Administration for an Offender Reentry Program. The focus of the proposed program is to establish evidence-based practices in the assessment, referral and Case Management of offenders placed on Community Corrections from incarceration. There is no match requirement for this grant.

Sara Byard from Central Alabama Regional Planning and Development Commission is working with me to complete the application. The application is due on April 21, 2009.

Respectfully Submitted,


Paul H. Brown - Executive Director
Montgomery County Community Corrections Department

2009 MAY 11 10:00 AM
MONTGOMERY COUNTY COMMUNITY
PUNISHMENT AND CORRECTIONS
AUTHORITY

PAUL BROWN, EXECUTIVE DIRECTOR
(334) 832-7730 • FAX (334) 832-7176

JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • PRE-TRIAL RELEASE

12-1

MAY 11 2009



MONTGOMERY CITY/COUNTY EMERGENCY MANAGEMENT AGENCY

Steve Jones, Director
Michael Stoudenmier, Deputy Director

LOCAL STATE OF EMERGENCY MONTGOMERY COUNTY

WHEREAS, there has been severe precipitation in the form of rain in Montgomery County, Alabama, beginning on May 7, 2009 and continuing to the present time;

WHEREAS, numerous lakes, creeks, rivers, reservoirs, ditches, storm water infrastructure and impoundments have experienced extreme flooding putting the citizens of the County at great risk;

WHEREAS, severe flooding conditions exist and continue to worsen in Montgomery County, Alabama, and present a serious threat to human life, private property, agriculture, and the economy;

WHEREAS, the situation has the potential to greatly worsen if left unattended;

WHEREAS, immediate action is required to protect public health and safety, public and private property, agriculture, and the environment,

WHEREAS, the situation does create a local state of emergency within the intent of the Alabama Emergency Management Act of 1955, as amended; and

WHEREAS, the Montgomery County Commission has been requested by the Director of Emergency Management Agency of Montgomery County to proclaim the existence of a local emergency therein.

NOW THEREFORE, IT IS HEREBY PROCLAIMED that a local state of emergency exists throughout Montgomery County; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the Director of the Emergency Agency and the emergency organization of this County shall be those prescribed by state law, and the ordinances and resolutions of this County approved by the Montgomery County Commission on 7 May, 2009.

DATED: 7 May 2009

Montgomery County EMA Director

Director

Montgomery County Commission

Chairman

Sworn to and subscribed before me on this

7th day of May, 2009.

Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 12, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS

MAY 11 2009

PETITION FOR APOLOGY

We, the Signees below, along that portion of Coosada Ferry Road, where no maintenance of ditches has occurred, would like a written apology from George Speake, the County Engineer, and Gary Strickland, the Superintendent of maintenance, for the severe neglect of our portion of the ditches for the last 15 years and for the flooding of our driveways, yards and pastures due to the lack of maintenance. And the assurance that the County will from this day forward, properly maintain these ditches so this will not occur in the future.

James T. Tabor

John T. Tabor

Melvin Hooper

Paul R. Tabor

John M. Stubbs

LETTER TO COUNTY COMMISSION
TO THE MEMBERS OF THE MONTGOMERY COUNTY COMMISSION:

MY NAME IS JENNIE TANNER AND I LIVE ON COOSADA FERRY ROAD IN NORTH MONTGOMERY COUNTY. I AM HERE TODAY NOT ONLY TO PRESENT YOU WITH A PETITION ASKING FOR AN APOLOGY FROM MR. GARY STRICKLAND, SUPERINTENDENT OF MAINTENANCE FOR OUR AREA, AND MR. GEORGE SPEAKE, THE COUNTY ENGINEER, FOR THE SEVERE LACK OF MAINTENANCE TO OUR PORTION OF THE DITCHES AND THE NEGLECT TO CLEAN OUT OUR PIPES CAUSING OUR PASTURES, DRIVEWAYS AND YARDS TO FLOOD, BUT ALSO TO AIR OUR GRIEVANCES OVER THIS MATTER. OUR PROBLEMS WITH MR. STRICKLAND STARTED ABOUT 15 YEARS AGO AFTER THE COUNTY COMMISSION CAME UP WITH THE MONEY TO HAVE A BRIDGE PUT IN ON COOSADA FERRY ROAD, A BRIDGE THAT MR. STRICKLAND FEELS WAS A WASTE OF TAXPAYERS MONEY, CONSIDERING THE COUNTY HAD SPENT \$4700 PUTTING IN 3 48 INCH PIPES WHICH MR. STRICKLAND FEELS SHOULD HAVE BEEN SUFFICIENT TO TAKE CARE OF OUR DRAINAGE PROBLEMS. NEEDLESS TO SAY, AS SOON AS THE COUNTY PUT IN THESE PIPES, THE BEAVERS IMMEDIATELY STARTING CLOGGING THEM WITH DEBRIS AND MUD NOT ONLY ON THE OUTSIDE BUT ALSO ON THE INSIDE OF THE PIPES. SO THE COUNTY MAINTENANCE CAME UP WITH A BRILLIANT PLAN TO PUT WIRE IN FRONT OF THESE PIPES TO KEEP THE BEAVERS OUT, BUT THE COUNTY MAINTENANCE DID NOT CLEAN OUT THE INSIDE OF THE PIPES, LEAVING ALL THE DEBRIS AND MUD INSIDE. THERE AGAIN THE BEAVERS IMMEDIATELY STARTED BUILDING DAMS IN FRONT OF THE WIRE. THIS CAUSED US MORE SEVERE FLOODING THAN WE HAD EVER HAD. THE WATER FROM THREE MILE BRANCH FLOWS UNDER THIS BRIDGE WHICH NO ONE TOOK INTO ACCOUNT WHEN THEY PUT IN THE PIPES AND TOOK OUT THE OLD BRIDGE. SO WE TOOK PICTURES AND PRESENTED OUR CASE TO THE COUNTY COMMISSION AND GOT A BRIDGE. EVER SINCE THEN, WHEN WE HAD DRAINAGE PROBLEMS WITH OUR DITCHES AND PIPES, MY HUSBAND WOULD CALL MR. STRICKLAND AND HE WOULD TELL MY HUSBAND, "YOU GOT A BRIDGE. I'M NOT GOING TO DO ANYTHING ELSE FOR YOU. I DON'T HAVE TO." THIS BRIDGE DOES NOT HAVE MY HUSBAND'S NAME ON IT, HE DOES NOT HAVE A DEED TO THIS BRIDGE AND HE DOES NOT OWN THIS BRIDGE. THERE ARE COUNT LESS PEOPLE THAT CROSS THIS BRIDGE ON A DAILY BASIS.

SO FOR THE LAST 15 YEARS, WE HAVE REPEATEDLY CALLED MR. STRICKLAND AND MR. GEORGE SPEAKE, ASKING THEM TO PLEASE COME DIG OUT OUR DITCHES AND CLEAN OUT OUR PIPES BECAUSE WE WERE FLOODING DUE TO THE DITCHES BEING FILLED WITH DEBRIS, LIMBS, LEAVES AND CANE AND THE PIPES BEING FILLED WITH MUD. ABOUT 5 YEARS AGO, MR. SPEAKE CAME OUT TO COOSADA FERRY ROAD AND LOOKED AT THE SITUATION AND TOLD US THERE REALLY WASN'T ANYTHING THE COUNTY COULD DO FOR US, BECAUSE OUR GROUND IS FLAT AND THEY COULDN'T MAKE US DRAIN. BUT HE WOULD TALK WITH MR. STRICKLAND ABOUT THIS MATTER AND SEE WHAT THEY COULD DO. NOTHING EVER HAPPENED. IN THE MEANTIME, WE CONTINUED TO HAVE DRAINAGE PROBLEMS AND FLOODING OF OUR PASTURES, DRIVEWAYS AND YARDS. THE ONLY THING THAT HAS SAVED US THE LAST 3 TO 4 YEARS IS THE FACT THAT WE HAVE BEEN IN A SEVERE DROUGHT. BUT THIS PAST WINTER WAS THE LAST STRAW! WE HAD SO MUCH RAIN, AND BECAUSE OUR DITCHES AND PIPES DIDN'T WORK, OUR PASTURES THAT WE OWN, USE AND RENT STAYED UNDER WATER HALF-WAY UP THE PASTURE AND OUR COWS COULD NOT EAT IN THESE AREAS AND OUR GOATS HAD SEVERE FOOT PROBLEMS BECAUSE OF THE FLOODING.

ON APRIL 16, 2009, MY HUSBAND WAS THERE WHEN THE COUNTY MAINTENANCE WAS WORKING ON MR. MADISON'S PIPE AND DITCH AND LATER THAT DAY HE CALLED MR. STRICKLAND AND ASKED HIM WHEN THE COUNTY WAS GOING TO DIG OUT THE REST OF THE DITCHES. MR. STRICKLAND BASICLY TOLD MY HUSBAND TO GO SCREW HIMSELF. THAT HE DIDN'T HAVE TO DO ANYTHING ELSE OUT HERE. WE HAD GOT OUR \$67,000 BRIDGE AND THAT WAS ALL WE WERE GOING TO GET OUT OF THE COUNTY.

MY HUSBAND THEN CALLED MR. SPEAKE, TOLD HIM OF HIS CONVERSATION WITH MR. STRICKLAND AND ASKED THAT HE COME MEET WITH US THAT AFTERNOON. HE SHOWED UP ABOUT 5:00 P.M. MY HUSBAND, MYSELF AND MR. MADISON WALKED FROM RED WAGON ROAD, WHICH IS OUR DRIVEWAY, ALL THE WAY TO THE BRIDGE ON COOSADA FERRY ROAD SHOWING MR. SPEAKE THE CLOGGED PIPES AND FILLED IN DITCHES THAT WOULD NOT DRAIN. MR. SPEAKE SAID THE DITCHES LOOKED LIKE THEY WERE JUST FILLED UP WITH LEAVES. SO MY HUSBAND STEPPED IN ONE OF THE DITCHES TO PROVE TO MR. SPEAKE THE DITCHES WERE FILLED WITH YEARS OF MUD AND DEBRIS, NOT JUST LEAVES. WHEN HE STEPPED IN THE DITCH, HE DIDN'T HARDLY GO ABOVE THE SOLE OF HIS SHOE. WHICH PROVED OUR POINT. MR. SPEAKE SAID THAT MR. STRICKLAND HAD TOLD HIM HE HAD TAKEN CARE OF OUR PROBLEMS. MY HUSBAND ASKED MR. SPEAKE, "CAN'T YOU SEE THAT OUR PROBLEM HAS NEVER BEEN TAKEN CARE OF?" MR. SPEAKE REPLIED, " YOU MUST HAVE REALLY PISSSED MR.

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STRICKLAND OFF." IT SEEMS TO ME THAT MR. STRICKLAND HAS A PERSONAL VENDETTA AGAINST MY HUSBAND EVER SINCE THE COUNTY COMMISSION APPROVED THE BRIDGE THAT WAS PUT IN ON COOSADA FERRY ROAD. HOWEVER, MR. SPEAKE SAID HE WOULD TALK WITH MR. STRICKLAND AGAIN AND SEE WHAT THEY COULD DO ABOUT OUR PROBLEMS. AFTER THIS CONVERSATION, ON APRIL 19, 2009, I WROTE MR. JILES WILLIAMS, MY COUNTY COMMISSIONER, DETAILING ALL OF THE PROBLEMS AND CONVERSATIONS THAT WE HAD WITH MR. STRICKLAND AND MR. SPEAKE. ON APRIL 21, 2009, I CALLED MR. WILLIAMS ABOUT THE LETTER I WROTE HIM, AND HE AGREED TO MEET WITH US CONCERNING OUR DRAINAGE PROBLEMS OUT HERE. SO ON APRIL 22, 2009, MR. WILLIAMS AND MR. SPEAKE SHOWED UP AND MET WITH MY HUSBAND AS I WAS UNAVAILABLE THAT DAY. THEY DISCUSSED THE PROBLEMS AND WHAT MIGHT COULD BE DONE ABOUT IT AND LOOKED AT THE PICTURES WE SENT TO MR. WILLIAMS. SO MR. WILLIAMS IS WELL AWARE OF WHAT HAS OCCURRED OUT HERE. I CALLED HIM THAT AFTERNOON AFTER HE MET WITH MY HUSBAND, AND TOLD HIM THAT I FELT WE, THE PEOPLE ON COOSADA FERRY ROAD BETWEEN THE BRIDGE AND RED WAGON ROAD, THE ONE'S THAT HAD BEEN AFFECTED BY THE LACK OF MAINTENANCE, DESERVED A WRITTEN APOLOGY FROM MR. STRICKLAND. MR. WILLIAMS TOLD ME HE WOULD BRING THIS UP IN THE COMMISSION MEETING ON MONDAY, APRIL 28, 2009. SO ON MONDAY, APRIL 28, 2009, I CALLED MR. WILLIAMS AFTER THE MEETING, AND HE SAID HE HAD MENTIONED OUR SITUATION TO THE COMMISSION AND ALSO THE APOLOGY WE REQUESTED. MR. WILLIAMS TOLD ME HE HAD DONE ALL HE COULD AND THE COMMISSION HAD LEFT THIS UP TO MR. SPEAKE TO HANDLE.

ON APRIL 29, 2009, I CALLED MR. SPEAKE AND ASKED HIM WHAT HE WAS GOING TO DO ABOUT MR. STRICKLAND AND OUR WRITTEN APOLOGY AND HE TOLD ME NOTHING. SO I PUT MY HUSBAND ON THE PHONE TO TALK WITH MR. SPEAKE AND HE PUT MR. STRICKLAND ON THE SPEAKER PHONE TO TALK WITH MY HUSBAND. WHEN ASKED IF HE WAS GOING TO GIVE US A WRITTEN APOLOGY FOR THE LACK OF MAINTENANCE AND THE NEGLECT TO OUR PIPES, WITH AN ARROGANT ATTITUDE, HE TOLD MY HUSBAND, HE DIDN'T OWE US AN APOLOGY BECAUSE HE HAD BEEN DOING HIS JOB AND THAT WE DIDN'T LIKE THE WAY HE HAD DONE IT. HE ALSO BROUGHT UP THE BRIDGE AGAIN AND THE FACT THAT WE ARE IN A FLOOD ZONE AND THAT IS WHY WE FLOOD OUT HERE. MY HUSBAND TOLD MR. STRICKLAND NOT TO INSULT HIS INTELLIGENCE AND FOR MR. SPEAKE TO PLEASE EXPLAIN TO MR. STRICKLAND THE DIFFERENCE BETWEEN A FLOOD ZONE AND FLOODING DUE TO LACK OF MAINTENANCE OF DITCHES AND PIPES. THEY ARE DEFINITELY NOT THE SAME THING AND THAT IT IS PRETTY OBVIOUS MR. STRICKLAND DOES NOT KNOW THE DIFFERENCE. HE ALSO TOLD MR. SPEAKE AND MR. STRICKLAND THAT WE HAD TAKEN PICTURES OF THE CLOGGED PIPES AND THE FILLED IN DITCHES. MR. STRICKLAND HAD THE AUDACITY TO SAY THAT WE COULD HAVE TAKEN THOSE PICTURES ANYWHERE AND WERE JUST TRYING TO MAKE THE COUNTY LOOK BAD. ALL THESE THINGS THAT WERE SAID, I KNOW TO BE TRUE, FOR I WAS LISTENING ON THE OTHER PHONE, AS I ALWAYS DO. THE PROBLEM WITH EVERYTHING THAT MR. STRICKLAND SAID ABOUT MAINTAINING OUR DITCHES AND NOT GIVING US AN APOLOGY, MR. SPEAKE AGREED WITH. SO THAT IS WHY I AM NOT ONLY ASKING FOR MR. STRICKLAND TO GIVE US A WRITTEN APOLOGY, I AM ALSO ASKING FOR MR. SPEAKE TO DO LIKEWISE FOR TAKING UP FOR MR. STRICKLAND IN SAYING THAT MY HUSBAND MADE UP THE PICTURES. NOW IF MY HUSBAND MADE UP THESE PICTURES, I WANT MR. STRICKLAND AND MR. SPEAKE TO TELL MR. WILLIAMS THE PICTURES WERE MADE UP AND WHAT HE SAW OUT THERE WAS A FIGMENT OF HIS IMAGINATION AND IT WAS ALL MADE UP.

MR. STRICKLAND FEELS THAT THE COUNTY HAS SPENT WAY TOO MUCH TAXPAYERS MONEY OUT HERE ON COOSADA FERRY ROAD WITH THE BRIDGE AND ALSO SAYS THAT HE IS UNDER STAFFED AND DOES NOT HAVE THE MAN POWER TO DO HIS JOB LIKE HE SHOULD. BUT YET HE SENT 3 DUMP TRUCKS, 4 LABORERS, A SURVEY CREW AND SPENT ALL DAY PUTTING IN MR. MADISON A CONCRETE PIPE AND DIGGING OUT MR. MADISON'S DITCH, 150 FEET WORTH. A PIPE THAT WAS USELESS BECAUSE IT HAS NO DITCH DRAINING INTO IT. ONLY A DRY APRON THAT RUNS FROM RED WAGON ROAD TO MR. MADISON'S DRIVEWAY. AND ALL MR. MADISON NEEDED WAS A DRY APRON. HOW MUCH DID IT COST THE COUNTY TO SPEND ALL DAY PUTTING IN MR. MADISON'S PIPE AND DIGGING OUT HIS DITCH? WHEN ALL THEY HAD TO DO WAS PUT IN A HALF A LOAD OF DIRT AND EXTEND THE EXISTING DRY APRON.

I HAVE GIVEN YOU COPIES OF THE PICTURES WE TOOK SHOWING THE DITCHES AND PIPES BEFORE THEY WERE DUG OUT AND COPIES OF THE PICTURES WE TOOK AFTER THE DITCHES WERE DUG OUT BY THE COUNTY WITHIN THE LAST TWO WEEKS. MY QUESTION TO YOU MR. SPEAKE, IS IF THE COUNTY COULD DIG OUT THE DITCHES AND CLEAN OUT THE PIPES NOW, WHY COULDN'T YOU DO THIS YEARS AGO WHEN WE ASKED YOU TO AND NOT WAIT UNTIL WE COMPLAINED TO OUR COUNTY COMMISSIONER THREATENING TO CONTACT A LAWYER IF WE DIDN'T GET SOME RELIEF. THIS IS PROOF THAT WE HAVE BEEN NEGLECTED OVER THE PAST

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YEARS BECAUSE IF YOU COULD DO IT NOW, YOU COULD HAVE DONE IT THEN. TO RUN OUT HERE TO FIX THE PROBLEM NOW DOES NOT EXCUSE THE NEGLECT WE HAVE ENDURED FOR THE LAST 15 YEARS.

I DO HOPE YOU CAN NOW UNDERSTAND WHY WE ARE ASKING FOR AN APOLOGY FROM MR. STRICKLAND FOR THE LACK OF MAINTENANCE AND THE AGONY THAT WE HAVE HAD TO ENDURE OVER THE LAST 15 YEARS. THE PEOPLE WHOSE NAMES ARE SIGNED TO THIS PETITION ASK THAT YOU CONSIDER OUR PETITION FOR APOLOGY AND GIVE US SOME SATISFACTION IN THIS MATTER. WE FEEL THAT MR. STRICKLAND SHOULD EITHER DO HIS JOB OR RETIRE. WE ALSO WANT ASSURANCE THAT THIS LACK OF MAINTENANCE WILL NEVER HAPPEN AGAIN IN THE FUTURE.

SINCERELY,

JENNIE TANNER

Dear Mr. Williams: I live on Coosada Ferry Road in North Montgomery County. There has been no maintenance done on this road since Buddy Trotter was county engineer. We were put in a new bridge to relieve the flooding of the creek out here and that has been the end of the maintenance. Mr. Gary Strickland who is head of the maintenance department says that since the county gave us a \$67,000 bridge, (which he says was a waste of taxpayers money as far as he was concerned) he does not have to do anything else out here for us. Our ditches and pipes under our driveways are silted in, and full of leaves, limbs, cane and trees. Everytime it rains now, our pastures, driveways and yards flood because of the lack of maintenance to our ditches. We call the county maintenance, but to no avail. Mr. Strickland refuses to do anything more for us. Last week, Kenny Madison, who lives down our road, had a problem with his driveway pipe and his yard flooding, so he got Mr. George Speaks, who is the existing county engineer, to come out to Coosada Ferry Road and look at the problem he was having. While Mr. Speaks was out here, Mr. Madison walked him up the road toward the bridge and was showing him the filled in ditches and clogged pipes that need to be dug out and cleaned. Mr. Speaks told him they would take care of the problem. To Mr. Madison's amazement, on Thursday, April 16, 2009, the county drove past all the clogged ditches that he had pointed out to Mr. Speaks. The maintenance crew showed up and replaced Mr. Madison's pipe with a new concrete pipe and dug out the ditch in front of his house only. A ditch by the way that is now the lowest ditch on Coosada ferry Road and is filling up with water because it has nowhere to go. My husband was there when the county maintenance crew did this, and he called Mr. Strickland and asked him when they were going to finish digging out the rest of the ditches and Mr. Strickland basically told my husband to f&# off, that he did not have to do anything else out here. The county gave him a \$67,000 bridge and that is all we were going to get out of the county. Who is Mr. Strickland to say what the county commission should spend their money on. Who is Mr. Strickland to say what he should and should not maintain. Is it not his job to maintain all ditches whether he likes it or not. See my husband does not own that bridge, he does not have a deed to that bridge. It isn't even named after my husband. A construction company and lord only knows how many families and a gravel pit drive over that bridge. After the rude and obnoxious attitude of Mr. Strickland my husband called George Speaks and asked that he come out to Coosada Ferry Road and meet with him. He came that afternoon around 5:00 p.m. and my husband, myself and Mr. Madison walked Mr. Speaks up the road again pointing out the flooded pastures, yards, filled in ditches and clogged pipes and asked him what they were going to do about this problem, and why it had not been taken care of already. The only thing Mr. Speaks did was look and laugh. I told Mr. Speaks that this was not a laughing matter. This is a serious problem that needs to be fixed. This is not the first time my husband has met with Mr. Speaks. About five years ago, my husband met with Mr. Speaks and the then county commissioner whose name escapes me at this time, and he said he would have Mr. Strickland fix the problem. When my husband asked Mr. Speaks why the problem was never fixed he replied, Mr. Strickland told him the problem had been taken care of. MY husband said, Can you not see that the problem has never been taken care of? Mr. Speaks reply was, You must have really pissed Mr. Strickland off. Mr. Strickland seems to be letting his personal feelings about the bridge dictate what he does. My husband's reply to Mr. Speaks was, I don't care if Mr. Strickland wants to piss on my grave when I die, it is his job to maintain these ditches whether he wants to or not and it is your job to make sure that he does. My husband who is a surveyor for more than 30 years have pointed out to Mr. Strickland and to Mr. Speaks at least two times on how to rectify the problem and it seems to fall on deaf ears. There are a lot of poor and impoverished black people that live on this portion of Coosada Ferry Road and they are having to deal with flooding unnecessarily when all the county has to do is keep the ditches dug out. If we can't get Mr. Strickland to do his job, then he doesn't need to be head of the maintenance department for this area. If we can't get Mr. Speaks to take care of this problem, then maybe you need to take of this problem, If we can't get you to help us, then maybe we need to get the people being effected by this problem and the news cameras to come to the county commission meeting and let you explain to us why the problem isn't being resolved. You can drive down any portion of Lower Wetumpka Road and Anderson Road all the way to 231 and the ditches are dug out two to three times a year and are slick as claydough. but we can get no relief. It is about to rain again, and we still have water standing in our ditches and pastures. If we continue to be flooded continuously because of Mr. Strickland's lack of regard for us and Mr. Speaks lack of follow-up maybe the taxpayers of this area need to look into being compensated for being deliberately flooded. If this letter does not work and does not get your attention, I will talk my husband into getting a lawyer for us and the poor blacks of Coosada Ferry Road. I do believe it is time for Mr. Strickland to go ahead and retire and quit wasting the taxpayers money supplementing his retirement. I would appreciate a reply from you about what you are going to do about this problem. Enough is enough. How much do you expect us to take?

Sincerely

Jennie Tanner

Sunday, April 19, 2009 America Online: GLENDtanner

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