

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

JUNE 28, 2010

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:

Ken Upchurch with T.C.U. Consulting Services, LLC
Chamber of Commerce Senior Vice President Ellen G. McNair and Jeff Blitz with
Rushton, Stakely, Johnston, & Garrett, P.A.
Juvenile Court Administrator Bruce Howell
Pastor Edward J. Nettles, Sr.

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Williams

Pledge of Allegiance Led By Commissioner Wilson

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of June 14, 2010

CONSENT AGENDA:

Consider Approval of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Approval of Purchase and Sale Agreement with Liz Claiborne, Inc., and the City of Montgomery, County Commission
2. Consider Approval of Memorandum of Understanding with Central Alabama Aging Consortium Regarding Establishment of an Alternate Facility in the Event of a Disaster, County Commission
3. Consider Approval of Agreement with State of Alabama Department of Transportation Regarding Resurfacing Meriwether Road, Project Number STPOA-7901(600), MCP 51-64-10 and Adoption of Related Resolution, Engineering Department
4. Consider Adoption of Parks and Recreation Mission Statement, Parks and Recreation
5. Consider Approval to Recognize and Deny Claim Filed by Attorney Jason Stuckey on behalf of Jake Jacobsen for Minor Child, William Jacobsen, County Commission
6. Consider Approval of Payment of 2009-2010 Membership Dues to Alabama Black Caucus of Local Elected Officials for Chairman Elton N. Dean, Sr., and Commissioner Jiles Williams, Jr., County Commission
7. Consider Approval of Payment of Prior Year Invoice from Christian Testing Laboratories, Inc., County Commission
8. Consider Approval of Bid Award for an Automobile, Bid Number 52110-10B-020, Sheriff's Office
9. Consider Approval of Position Fill Request for Juvenile Detention Supervisor, Youth Facility
10. Consider Approval of Travel/Training Requests (9)

OLD BUSINESS:

11. Consider Approval of Position Fill Request for Assistant Revenue Manager, Tax & Audit Department
12. Consider Approval of Position Fill Request for Office Runner, District Attorney's Office
13. Consider Approval of Position Fill Request for Customer Service Clerk, Probate Judge's Office

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:

Lynn Gowan, Governmental Affairs and Kevin Woods, General Manager with Advanced Disposal

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

JUNE 28, 2010

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.

JULY 5, 2010

County Holiday (Independence Day)

JULY 12, 2010

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.

JULY 26, 2010

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.

AUGUST 9, 2010

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.

AUGUST 23, 2010

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 Computer Operation Manager – Information Systems Department
Fill action continues for 1 Grant Specialist – Public Affairs Department
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 1 Clerk II – District Attorney's Worthless Check Unit
Fill action continues for 1 Clerk IV – District Attorney's Worthless Check Unit
Fill action continues for 1 Worthless Check Director – District Attorney's Worthless Check Unit
Fill action continues for 1 Case Manager I – District Attorney's Child Support Unit
Fill action continues for 5 Correction Officer Trainee's – Detention Facility
Fill action continues for 1 Correction Officer Sergeant – Detention Facility
Fill action continues for 1 Correction Officer Corporal's – Detention 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 Clerk Typist II – Personnel Department
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 2 Customer Service Clerk's – 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 Deputy Sheriff Trainee – Sheriff's Office
Fill action continues for 1 Relief Juvenile Detention Officer – Youth Facility

June 28, 2010

06-28-10 Meeting

Agenda

JUN 28 2010

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 06-17-10

Check Number	To	Check Number
208928		208936
Total Checks Paid		\$335,958.89

CHECK #	PAYEE	AMOUNT	DATE
208926	Annie Smith	\$ 125.00	06/14/10
208927	Health Line, LP	\$ 11,600.00	06/15/10

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

06-28-10 Meeting

Agenda

MONTGOMERY COUNTY COMMISSION

JUN 28 2010

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 06-25-10

Check Number	To	Check Number
208940		209063
Total Checks Paid		\$445,275.00

CHECK #	PAYEE	AMOUNT	DATE
208937	VOIDED	VOIDED	06/21/10
208938	Postmaster Bulk Mailing	\$ 272.69	06/21/10
208939	Compass Bank	\$1,800,000.00	06/22/10

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

06-28-10 Meeting

Agenda

JUN 28 2010

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 06-25-10

Check Number	To	Check Number
209064		209174
Total Checks Paid		\$286,535.24

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

MONTGOMERY COUNTY COMMISSION

06/28/10 Meeting

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

Agenda

JUN 28 2010

CHECKS ARE DATED
06/18/10

Payroll Check Number	103783	To	Payroll Check Number	103970	\$ 130,412.53
Direct Deposits					\$ 811,350.30
Payroll Check Number	103971	To	Payroll Check Number	104002	\$ 279,000.04
Direct Deposits					\$ 334,120.47
Federal Deposits					\$ 329,361.75
Total Payroll Paid					\$ 1,884,245.09

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

JUN 28 2010

2010 JUN 24 PM 1:26

THOMAS, MEANS, GILLIS & SEAY, P.C.

ATTORNEYS AND COUNSELLORS AT LAW
ESTABLISHED IN 1981

WEBSITE: www.tmgslaw.com

Birmingham Office

Sender's Direct Dial: (205) 328-7915

Sender's E-mail Address:

RCrews@tmgslaw.com

June 24, 2010

Via E-Mail & Hand Delivery

KENNETH L. THOMAS^{1,3}
TYRONE C. MEANS^{1,2,4}
H. LEWIS GILLIS¹
QUINTON S. SEAY²
EUGENE FELTON, JR.²
LATASHA M. NICKLE¹
FREDERIC A. BOLLING¹
ROSLYN CREWS¹
AFRIKA C. PARCHMAN¹
CHRISTOPHER S. GENEUREUX¹
GERALD C. BROOKS^{1,5}
KELVIN W. HOWARD¹
ASHLEY N. SMITH¹

ADMITTED:
¹ ALABAMA
² GEORGIA
³ DISTRICT OF COLUMBIA
⁴ KANSAS
⁵ MISSISSIPPI

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

MONTGOMERY OFFICE:
3121 ZELDA COURT
P.O. DRAWER 5058
MONTGOMERY, AL 36103-5058
TELEPHONE: (334) 270-1033
FACSIMILE: (334) 260-9396

BIRMINGHAM OFFICE:
505 - 20TH STREET NORTH
SUITE #400 - FINANCIAL CENTER
P.O. DRAWER 11365
BIRMINGHAM, AL 35202-1365
TELEPHONE: (205) 328-7915
FACSIMILE: (205) 214-6160

ATLANTA OFFICE:
191 PEACHTREE STREET, N.E.
SUITE #3550
ATLANTA, GA 30303
TELEPHONE: (404) 222-8400
FACSIMILE: (404) 222-0080

HAYNEVILLE OFFICE:
307 HAYNEVILLE PLAZA
HAYNEVILLE, AL 36040
TELEPHONE: (334) 548-5008
FACSIMILE: (334) 548-5010

Re: MCC: Final Purchase and Sale Agreement (Liz Claiborne)
Our File Number: 2100-409

Dear Donnie:

In response to your request, we have reviewed the above referenced Purchase and Sales Agreement, and have determined that the terms are as recommended from our earlier review and should be acceptable to the Commission.

Sincerely,

THOMAS, MEANS, GILLIS & SEAY, P.C.

Roslyn Crews / ek

Roslyn Crews

cc: Tyrone C. Means, Esq.
Christopher Genereux, Esq.

CHARLES A. STAKELY
J. THEODORE JACKSON, JR.
JAMES W. GARRETT, JR.
ROBERT A. HUFFAKER
THOMAS H. KEENE
RICHARD B. GARRETT
JEFFREY W. BLITZ
DENNIS R. BAILEY
RONALD G. DAVENPORT
FRED W. TYSON
T. KENT GARRETT
FRANK J. STAKELY
WILLIAM S. HAYNES
HELEN CRUMP WELLS
PAUL M. JAMES, JR.
CHRIS S. SIMMONS
ROBERT C. WARD, JR.
BOWDY J. BROWN
DANIEL L. LINDSEY, JR.

LAW OFFICES
RUSHTON, STAKELY, JOHNSTON & GARRETT
A PROFESSIONAL ASSOCIATION

184 COMMERCE STREET
MONTGOMERY, ALABAMA 36104

MAILING ADDRESS:
POST OFFICE BOX 270
MONTGOMERY, ALABAMA 36101-0270

TELEPHONE: (334) 206-3100
FACSIMILE: (334) 262-6277

WRITER'S DIRECT DIAL NUMBER: (334) 206-3105
WRITER'S DIRECT FACSIMILE NUMBER: (334) 481-0032
WEBSITE ADDRESS: www.rsjg.com
WRITER'S E-MAIL ADDRESS: jwb@rsjg.com

PATRICK M. SHEGON
WILLIAM I. ESKRIDGE
BENJAMIN C. WILSON
L. PEYTON CHAPMAN, III
ALAN T. HARGROVE, JR.
R. AUSTIN HUFFAKER, JR.
RICHARD L. MCBRIDE, JR.
R. MAC FREEMAN
JAMES R. DICKENS, JR.
R. BRETT GARRETT
BETHANY L. BOLGER
T. GRANT SEXTON, JR.
STEPHEN P. DEES
J. EVANS BAILEY
J. LADD DAVIS
JESSICA S. PITTS

June 23, 2010

VIA HAND-DELIVERY

Mr. Donald Mims
Administrator
Montgomery County Commission
Montgomery County Courthouse Annex III
101 South Lawrence Street
Montgomery, Alabama 36104

Re: City of Montgomery, Alabama and Montgomery County, Alabama –
Purchase from Liz Claiborne, Inc.

Dear Donnie:

As discussed, I am delivering to you two (2) original counterparts of the Purchase and Sale Agreement, which I understand will be submitted for approval at the County Commission Meeting on Monday, June 28. As soon as these have been executed on behalf of the County, please contact my assistant, Gwynné Branch at 206-3104 so that we can make arrangements to have a runner pick them up. As you are aware, we have to deliver a fully-executed counterpart of this Agreement to the Seller no later than Monday, June 28.

Thanks for your help.

Sincerely,

Dictated but not read

Jeffrey W. Blitz

JWB/gjb
Enclosures

STATE OF ALABAMA)
 :
COUNTY OF MONTGOMERY)

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into by and between **Liz Claiborne, Inc.**, a Delaware corporation ("Seller"), and **City of Montgomery, Alabama**, a municipality organized under the laws of the State of Alabama (the "City"), and **Montgomery County, Alabama**, a county organized under the laws of the State of Alabama (the "County") (jointly and severally, "Buyer").

WITNESSETH:

1. **Sale of Real Property.** Seller does hereby agree to sell to Buyer, and Buyer does hereby agree to purchase from Seller, upon and subject to the terms and conditions hereinafter set out, that certain real property situated in Montgomery County, Alabama, being more particularly described on Exhibit "A" attached hereto ("Property"), together with all Seller's interest in all improvements, if any, located thereon and all easements and appurtenances for the benefit thereof and all of Seller's right, title and interest in and to any dedicated streets and roads bounding the Property. The Property is being sold by Seller, and acquired by Buyer, in its "AS-IS" condition, without any warranties, express or implied, except the warranty of title to be contained in the statutory warranty deed. Other than subject real property no personal property or other assets of Seller are included within this Agreement.

2. **Purchase Price, Earnest Money.** The purchase price to be paid by Buyer to Seller for the Property and all rights being acquired by Buyer hereunder shall be One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00). Simultaneously herewith, Buyer has deposited with Seller the sum of One Hundred and No/100 Dollars (\$100.00) as earnest money ("Earnest Money"). The Earnest Money shall be credited against the purchase price at Closing or otherwise applied as herein set forth. The balance of the purchase price, less deductions for credits and prorations as herein provided, shall be paid in cash only or by wire transfer of immediately available funds at Closing.

3. **Project Pursuit Period.** Buyer shall have ninety (90) days after the Effective Date, unless extended as herein permitted, ("Project Pursuit Period") to seek site selection of the Property by a prospect (the "Prospect") for its proposed facility and to obtain an executed project agreement and related agreements pertaining thereto, as well as all due diligence and governmental approvals deemed necessary or appropriate relating to the acquisition, use and development of the Property. In the event that Buyer either reasonably believes that it has a prospect that will locate its proposed facility on the Property but the Prospect has not selected the site or the Prospect has selected the site but the Buyer has not entered into a project agreement and/or related agreements deemed necessary by Buyer for the project, then Buyer may, at its sole option, **and subject to the right of refusal provisions, as set out in Paragraph 4 hereafter**, elect to extend the then expiration date of the Project Pursuit Period

for an additional sixty (60) days (the “**Additional Pursuit Period**”) by notice to Seller given on or before the end of the ninety (90) day period set forth in the preceding sentence and, upon giving such notice, any and all references herein to the term “Project Pursuit Period” shall mean and include such additional sixty (60) day period so exercised by Buyer. Buyer, its agents, employees and all other persons authorized by Buyer are permitted to enter upon the Property to obtain and perform such tests, searches, studies and maps as may be deemed necessary or advisable including, but not limited to, percolation, soils, hazardous waste, environmental and geological tests and studies, and boundary and topographical surveys. Notwithstanding the foregoing, no invasive, intrusive or destructive inspections (including, without limitation, any invasive soil testing or other investigations) shall be performed without Buyer first obtaining Seller’s prior written consent, which consent may be withheld for any reason whatsoever or may be subject to such restrictions and requirements as Seller, in Seller’s sole discretion, may determine. Buyer shall be responsible for physical damage to person or property and for any liens for services rendered on account of such entry by Buyer, its agents, employees or other persons authorized by Buyer, and in the event Buyer does not acquire the Property, Buyer shall restore the Property to the extent altered by Buyer to substantially the same condition which existed prior to such alteration. Buyer, to the fullest extent permitted by law, agrees to indemnify, defend and save Seller and all other persons having an interest in the Property as may be identified by Seller to Buyer and their respective successors and assigns (collectively, the “**Covered Persons**”) harmless from and against any and all claims, liabilities, damages, losses, causes of action and/or obligations resulting from, relating to or arising out of any of Buyer’s inspections and investigations (whether occasioned by the acts of Buyer or any of its contractors, agents, consultants and/or other representatives (collectively, “**Buyer’s Consultants**”)), including, but not limited to, (i) injuries to employees of any of the Covered Persons, (ii) costs of remediation, restoration and other similar activities if damage was directly caused by Buyer, its agents, contractors, consultants and/or other representatives, and (iii) the discharge of any mechanic’s and materialmen’s liens arising out of or resulting from such inspections and investigations and reasonable attorneys’ fees and disbursements. Such obligation to indemnify, defend and hold harmless the Covered Persons shall survive the Closing or the termination of this Agreement, as applicable. Without limiting the foregoing, if any party engaged by Buyer or any of Buyer’s Consultants in connection with any of Buyer’s inspections files a mechanic’s lien or other encumbrance against the Property arising out of or resulting from any of such inspections, Buyer shall be responsible to remove all such liens and encumbrances by bond or otherwise within twenty (20) days after filing thereof and such obligation shall survive the termination of this Agreement. If Buyer does not timely effectuate such removal, then, in addition to any and all remedies available to Seller hereunder as a result of Buyer’s default in failing to timely effectuate such removal, Seller may cause such removal by bond or otherwise and Buyer shall reimburse Seller for its costs incurred in connection therewith within ten (10) days of request therefore. Prior to any entry on the Property, Buyer shall furnish (or caused to be furnished) to Seller a certificate naming each of the Covered Persons as additional insureds on a primary basis on Buyer’s commercial general liability insurance policy with a company acceptable to Seller and/or through self-insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage, automobile liability coverage (including owned and hired vehicles) and an

excess umbrella liability policy for bodily injury and property damage in the amount of not less than Five Million Dollars (\$5,000,000).

Buyer may, at its sole option, elect by notice to Seller given on or before the expiration of the Project Pursuit Period to terminate this Agreement, in which event the parties shall have no further rights or obligations under this Agreement and Seller shall retain the Earnest Money as independent consideration for entering into this Agreement. If no such notice is delivered by Buyer on or before the expiration of the Project Pursuit Period, then such right to terminate this Agreement pursuant to the Project Pursuit Period shall expire and the parties shall proceed to close the transaction as described herein.

All information provided by Seller to Buyer or obtained by Buyer relating to the Property in writing from third parties in the course of Buyer's review, including, without limitation, any environmental assessment or audit (collectively, the "**Reports**") shall be treated as confidential information by Buyer and Prospect, and Buyer shall instruct the Prospect, and all of Buyer's and Prospect's respective employees, agents, representatives and contractors as to the confidentiality of all such information. Neither Buyer nor Prospect shall release (or permit to be released) the Reports (or any other results of the inspections) to any party other than Buyer, Prospect, and their respective employees, agents, representatives, and contractors without the prior written consent of Seller, unless otherwise required by applicable laws. Buyer, to the fullest extent permitted by law, agrees to defend and save Seller and all other persons having an interest in the Property as may be identified by Seller to Buyer and their respective successors and assigns harmless from and against any and all claims, liabilities, damages, losses, causes of action and/or obligations resulting from, relating to or arising out of any breach of these confidentiality obligations. Buyer agrees to deliver to Seller copies of all of the Reports when Buyer first receives same. Buyer's obligation to deliver the Reports to Seller shall survive the termination of this Agreement. Notwithstanding anything to the contrary contained herein or otherwise, in no event shall Seller have any obligation to return the Earnest Money to Buyer until all of the Reports have been delivered to Seller. Buyer shall, or shall cause Buyer's Consultants conducting the inspections and investigations to, apply for, secure, maintain and comply with all licenses or permits which may be required for the same and to pay, if, as and when due all license and permit fees and charges of a similar nature in connection therewith and provide Seller with copies thereof, if any, prior to performing any of the same, and (vi) Buyer shall cause Buyer's Consultants to each also maintain the insurances required of Buyer above.

Buyer acknowledges and agrees that all inspections and investigations hereunder are being conducted at no cost and expense to Seller and in no event shall Seller be required to reimburse Buyer for any costs or expenses incurred by Buyer in connection with its review and/or due diligence with respect to same.

4. **Buyer's First Right of Refusal.** Should Buyer exercise its option to extend the then expiration date of the Project Pursuit, for an additional sixty (60) days pursuant to Paragraph 3 herein, then in that event the Purchase Price may be increased subject to the first right of refusal set out hereafter as follows:

- (a) Should Seller receive a bonafide third party offer to purchase the Property for more than \$1,200,000.00 which it wishes to accept during the Additional Pursuit Period, Seller shall provide Buyer with a copy of the proposed bonafide third party offer providing among other things, for closing within ninety(90) days of expiration of the extended sixty (60) day period.
- (b) Buyer shall have a period of five (5) days from the receipt of said bonafide third party offer, to agree to close at the purchase price set out in said offer. Should Buyer not agree to close pursuant to said third party purchase price, then this agreement shall terminate and be of no further force and effect.
- (c) Should Buyer agree to close based on the increased purchase price contained in said third party offer, then all other terms and conditions of this Agreement shall remain the same.

5. **Title Insurance.** Seller shall within five (5) days after the Effective Date furnish Buyer a copy of any title policies related to the Property which are in Seller's possession. **Within thirty (30) days after the Effective Date,** Buyer shall order a title commitment ("Title Commitment") from a reputable title company selected by Buyer ("Title Company") proposing to insure Buyer and shall cause copies of the Title Commitment and any updates or reviews thereto to be provided to Seller's attorney concurrent with its receipt of same. Buyer shall have the right to review the Title Commitment and legible copies of all documents constituting exceptions to title and, **within forty five (45) days after the Effective Date** to notify Seller of such written objections as Buyer may have to easements and other matters set forth in the Title Commitment which affect the marketability of the Property or the feasibility or use of the contemplated project. In the event any such objections are made by Buyer, Seller shall have a period of thirty (30) days (or longer if so extended in writing by Buyer) from the receipt of same in order to cure such objections (**the "Cure Period"**). If Seller is unable or otherwise fails or elects not to remove the basis for any such objection during the Cure Period, Buyer may either 1) cancel this Agreement (by giving written notice thereof to Seller within five (5) days of the expiration of the Cure Period or within five (5) days of receipt of notice from Seller indicating the Seller elects not to cure such objections, whichever occurs first), or, 2) waive such objection, in which latter event (a) all matters then affecting Seller's title shall be deemed acceptable to Buyer and constitute permitted exceptions (the "Permitted Exceptions") and (b) there shall be no reduction in the purchase price for the Property. All costs of examining Seller's title and of issuing any title insurance shall be borne by Buyer. Notwithstanding anything contained herein to the contrary, Seller agrees to cause any (i) mortgage or (ii) other monetary liens affecting the Property (except those, if any, arising from work performed by or on behalf of Buyer) to be paid in full or otherwise have the Property released from such mortgage or lien at or prior to Closing and to execute any affidavit reasonably and customarily required by the Title Company for the issuance of any title insurance that Buyer may elect to obtain.

It is a condition precedent of Buyer's obligation to close that Buyer receive at Closing an ALTA Form B owner's title insurance policy issued by the Title Company in the amount of the Purchase Price for the Property which policy shall, in addition to the other requirements hereof, show

good and marketable fee simple title in Buyer to the Property subject only to the Permitted Exceptions.

6. **Closing.** "Closing", as such term is used herein, shall mean the consummation of the transactions contemplated hereby. The Closing with respect to the Property shall take place "thru the mail" at the office of Buyer's attorney in Montgomery, Alabama at 10:00 a.m. on the date that is ten (10) days after the expiration of the Project Pursuit Period, unless such date is a Saturday, Sunday or legal holiday, in which event it shall occur on the next business day, or such earlier time and date requested by Buyer upon at least ten (10) days prior written notice to Seller ("Closing Date"). At Closing, Seller shall execute and deliver to Buyer a statutory warranty deed conveying to Buyer a good and merchantable, indefeasible fee simple title in and to the Property, subject only to easements, restrictions and reservations of record as of the Effective Date of this Agreement and Permitted Exceptions. Seller shall pay the cost and expense of recording any mortgage releases or other similar releases or affidavits attributable to the status of title to the Property. Seller shall execute and deliver at Closing a FIRPTA Affidavit and shall deliver a secretary's certificate evidencing authorization of the officers executing the documents on behalf of Seller. At Closing, Buyer shall pay to Seller the purchase price for the Property, subject to prorations and less the Earnest Money. There shall be withheld from Seller's proceeds at Closing the amount of Alabama withholding tax required to be collected by or on behalf of Buyer on account of Ala. Code § 40-18-86 (1975), unless Seller executes and delivers at Closing an affidavit required under said Ala. Code § 40-18-86 (1975) that qualifies Seller as exempt from this withholding. Each party shall bear its own attorney's fees. Ad valorem taxes for the tax year in which Closing occurs and all other unpaid assessments shall be prorated at Closing. Except as otherwise set forth herein, Buyer shall pay all other closing costs. In the event the Property has been assessed for property tax purposes at such rates as could result in "roll-back" taxes upon changes in land usage or ownership of the Property, Buyer agrees to pay all such taxes and indemnify, defend and save Seller harmless from and against any and all claims and liabilities for such taxes.

7. **Brokers.** Each of the parties agree that, except for any fees that may be due by Seller to Marty Pinover and/or his realty company (Seller agrees to pay any such fees and to provide a Broker Lien Waiver Affidavit at Closing executed by Marty Pinover and/or his realty company), they have not dealt with any other broker or agent in connection with the negotiation or execution of this Agreement and the parties agree to indemnify and hold the other harmless from and against any and all claims or demands with respect to any other brokerage fees or agents' commissions or other compensation asserted by any person, firm or corporation in connection with the negotiation or execution of this Agreement or the Closing, insofar as any such claim is based upon any conversation, contact or contract with Seller or Buyer, respectively, relating to either the proposed purchase or purchase, or both, of the Property by Buyer. The provisions of this Agreement shall survive the Closing or earlier termination of this Agreement.

8. **Default.** If Seller has complied with all of its obligations herein contained, and all of the conditions herein have been satisfied, but Buyer fails to consummate the purchase of the Property, then Seller shall have as its sole and exclusive remedy the right to receive the Earnest Money as liquidated damages; the parties agreeing that actual damages are unascertainable and that Seller hereby agrees to waive and release the right of specific

performance and any and all other rights or remedies on account of such a default. Notwithstanding the above, this provision is not intended to limit or prejudice Seller's rights under any indemnification or similar provisions contained herein. Seller expressly waives lack of mutuality of remedies. If Seller defaults, violates, or breaches its agreement to convey the Property to Buyer as herein provided, then in such event (a) Buyer may declare this Agreement canceled and of no further force and effect and promptly receive the Earnest Money, or (b) Buyer may sue for specific performance.

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

Seller:	Liz Claiborne, Inc. Attention: Lori Keurian, Esquire 1 Claiborne Avenue North Bergen, NJ 07047
With a copy to:	Samuel Kaufman, Esquire John A. Howard, Jr. Esquire Kaufman Gilpin McKenzie Thomas Weiss, PC 2660 EastChase Lane, Suite 300 Montgomery, AL 36117
Buyer:	City of Montgomery Attention: Mayor Todd Strange 103 North Perry Street Montgomery, Alabama 36104
With a copy to:	Walter R. Byars, Esquire City of Montgomery 103 North Perry Street Montgomery, AL 36104

Montgomery County, Alabama
c/o Montgomery County Commission
Attention: Chairman Elton Dean
Montgomery County Courthouse Annex III
101 South Lawrence Street
Montgomery, Alabama 36104

With a copy to:

Montgomery County Commission
Attention: Donald Mims, Administrator
Montgomery County Courthouse Annex III
101 South Lawrence Street
Montgomery, Alabama 36104

With copy to:

Jeffrey W. Blitz, Esquire
Rushton, Stakley, Johnston, & Garrett, P.A.
184 Commerce Street
Montgomery, Alabama 36104

10. **Environmental Concerns.** To Seller's actual knowledge and belief without any investigation or inquiry, Seller states that there are no "hazardous substances," "contaminant," "pollutants," or "toxic substances" (as those terms are defined under any Federal, State or local law or regulation, or common law, pertaining to health, safety or environmental protection, as from time to time amended, referred hereto in the aggregate as "hazardous substance laws") stored or located in, on, or under the Property. To Seller's actual knowledge and belief without any investigation or inquiry the Property has never been used for manufacturing, storing, using, treating, or disposing of any such "hazardous substance," "contaminant," "pollutant," or "toxic substance".

11. **Condemnation.** If, prior to the Closing Date, all or any part of the Property is taken by condemnation or a conveyance in lieu thereof, or if Seller receives notice of a condemnation proceeding with respect to the Property, then Seller shall reasonably promptly notify Buyer of such condemnation or conveyance in lieu thereof. If the taking involves a material portion of the Property (hereafter defined), Buyer may elect, by written notice to be delivered to Seller on or before the sooner of (i) the twentieth (20th) day after Buyer's receipt of such notice, or (ii) the Closing Date, to terminate this Agreement, in which event the Earnest Money shall be returned to Buyer, and the parties hereto shall have no further obligations hereunder except for any surviving obligations expressly set forth in this Agreement. If Buyer elects to close this transaction notwithstanding such taking or condemnation, Buyer shall be entitled to any award given to Seller as a result of such condemnation proceedings, with the same being paid or assigned to Buyer at Closing (after first deducting all expenses reasonably paid or incurred by Seller in effecting or attempting to effect settlement or collection of the same and any sums paid by the Seller on account of the repair or restoration caused by such taking or on account of any work performed to return the Property to a safe condition following such taking) (without recourse, covenant, representation or warranty from

or against Seller). As used herein, a "material portion of the Property" means Twenty Percent (20%) or more of the Property. If any taking does not involve a material portion of the Property, Buyer shall be required to proceed with the Closing without any reduction in the purchase price, in which event Seller shall assign to Buyer any award given to Seller (or the right to receive any such award) (without recourse, covenant, representation or warranty from or against Seller) as a result of such condemnation proceedings.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama applicable to a contract executed and performed in such State, without giving effect to the conflicts of laws principles thereof.

13. **Miscellaneous.**

(a) **Entire Agreement; Severability; Construction.** This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto. In the event any provision herein shall be deemed invalid or unenforceable, the same shall not invalidate this Agreement and the Agreement shall be construed, to the effect possible, without such provision. Each party acknowledges that it has been represented or has had the opportunity to be represented by counsel in connection with the drafting and preparation of this Agreement. No provision of this Agreement is to be interpreted for or against any party because that party, or that party's representative, drafted or participated in the drafting of such provision.

(b) **Qualification of Indemnification Provisions.** Notwithstanding anything herein to the contrary, the contractual obligations of Buyer under this contract to indemnify Seller contained in Paragraphs 3, 6, and 7 shall only apply to the successors and assigns of the City and County under this Agreement, but not to the City and County. However, the City and County shall at all times have a duty to defend and hold Seller harmless from any and all claims, damages, or liabilities to the extent forth in such Paragraphs and it is not the intent of this subparagraph to prejudice any rights of Seller contained in this Agreement except as expressly set forth in this subparagraph 13(b).

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

(d) **Assignment; Binding.** This Agreement may be assigned by Buyer, and all powers, rights and privileges herein reserved and given to Buyer shall inure to the benefit of and be held by the respective successors and assigns of the Buyer, and all liabilities or obligations imposed on Buyer shall be binding upon the respective successors and assigns of Buyer. No such assignment

shall relieve Buyer or any subsequent assignor of any of its obligations hereunder. Buyer shall provide Seller prior to closing with a copy of the assignment to said assignee.

(e) **Time of Essence.** Time is of the essence with respect to the performance of each and every term, condition and obligation of this Agreement.

(f) **Effective Date.** The "Effective Date" of this Agreement shall be the latter date of execution of this Agreement by Seller and Buyer, as evidenced by dates on signature page.

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

(h) **Due Authorization.** Buyer and Seller warrant to each other that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary company or governmental action of the respective parties hereto and constitutes a legal, valid, and binding obligation of the respective parties hereto in accordance with the terms hereof. Notwithstanding the foregoing, the City's and County's warranty as to performance is subject to approval by all necessary governmental bodies. If such approvals are not obtained by Buyer prior to the expiration of the Project Pursuit Period, Seller shall have the right to terminate this Agreement.

(i) **Counterparts.** In order to expedite the action contemplated herein, this Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be taken to be one and the same Agreement, for the same effect as if all parties hereto had signed the same signature page, and a facsimile copy or electronic mail copy of an executed counterpart shall constitute the same as delivery of the original of such executed counterpart. Any signature page of this Agreement (whether original, facsimile or electronic mail) may be detached from any counterpart of this Agreement (whether original, facsimile or electronic mail) without impairing the legal effect of any signatures thereof and may be attached to another counterpart of this Agreement (whether original, facsimile or electronic mail) identical in form hereto but having attached to it one or more additional signature pages (whether original, facsimile or electronic mail). The parties intend to be bound by the signatures on the facsimile or electronic mail document, are aware that the other parties will rely on the facsimile or electronic mail signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on such form of signature.

(j) **No Continuing Offer.** The execution and delivery by Seller of a counterpart of this Agreement shall constitute an offer which may be accepted by Buyer executing a counterpart of this Agreement on or before June 28, 2010. It shall not be deemed a continuing offer and this Agreement shall become null and void if not fully executed by Buyer and Seller on or before June 28, 2010.

[EXECUTION BEGINS ON NEXT PAGE]

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed on the date shown beneath each party's signature.

SELLER:

Liz Claiborne, Inc.,
a Delaware corporation

By: [Signature]
Its VP GLOBAL LOGISTICS, DISTRIBUTION, ADMINISTRATION

Date Executed: June 10, 2010

WITNESSES:

L.R.K.
Brian P. Howell

APPROVED AS TO FORM

WITNESSES:

[Signature]
CHIEF LEGAL COUNSEL

[Signature]
Thacie Davis

BUYER:

City of Montgomery, Alabama

By: [Signature]
Its Mayor

Date Executed: June 15, 2010

WITNESSES:

Montgomery County, Alabama

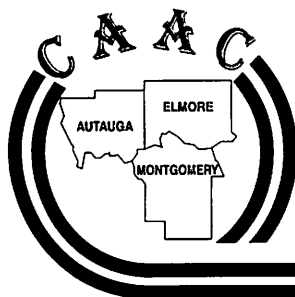
By: _____
Its _____

Date Executed: _____

Exhibit "A"

(Property)

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



CENTRAL ALABAMA AGING CONSORTIUM

818 SOUTH PERRY STREET
MONTGOMERY, ALABAMA 36104

2010 JUN -3

MONTGOMERY COUNTY

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CATHY ROLISON
EXECUTIVE DIRECTOR

Phone: (334) 240-4666

Fax: (334) 240-4681

11

Agenda

JUN 28 2010

May 28, 2010

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

Dear Mr. Dean:

Central Alabama Aging Consortium is in the process of finalizing our Continuity of Operations Plan to insure the continuation of essential services of our organization in the event of a disaster that would temporarily interrupt the agencies operations. We have spoken with Dimitri Polizos, the chairman of our Board of Directors, and Donnie Mims, who have indicated that there is space available in Room 213 at the Courthouse Annex #3 to temporarily accommodate our key administration staff (approximately six people) for a period not to exceed thirty days.

We ask for your approval of the use of this site in the event of an emergency, and that you sign the enclosed Memorandum of Understanding to be included in our disaster plan. Please feel free to amend the MOU if necessary to accommodate your needs or requirements. Thank you in advance for your support.

Sincerely,

Cathy Rolison
Executive Director

MEMORANDUM OF UNDERSTANDING

Central Alabama Aging Consortium, hereinafter referred to as CAAC, and Montgomery County Commission, hereinafter referred to as the County, have executed this memorandum of understanding regarding the establishment of an alternate facility for CAAC operations in the event of a disaster in which the daily operations at the CAAC agency are interrupted.

The County agrees to make available for use by the CAAC Room 213 at the Montgomery County Courthouse Annex #3, 101 South Lawrence Street, Montgomery, AL. Said space shall be sufficient to support approximately six CAAC employees for a period not to exceed thirty days, unless an extension of this time is mutually agreed upon by both parties of this agreement.

The County shall also have available for use of CAAC staff the following (check all that apply):

- ☒ Tables and/or desks, chairs
- ☐ Computer (s)
- ☒ Internet access
- ☒ Telephone(s)
- ☐ Copy machine
- ☐ Fax machine
- ☐ None of the above

CAAC will pay to the County at least \$50 per week to cover the cost of utilities used by CAAC.

This agreement may be terminated by either party with written notice of at least thirty days.

Cathy Rolison, Executive Director
Central Alabama Aging Consortium

Date

Elton Dean, Sr., Chairman
Montgomery County Commission

Date

ELTON N. DEAN, SR.
Chairman
REED INGRAM
Vice Chairman
DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

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

GEORGE C. SPEAKE, PE, PLS
County Engineer
JAMES M. KELLEY, PE
Assistant County Engineer
(334) 832-1310
Fax (334) 832-7190

Agenda

JUN 28 2010

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer


6/14/10

DATE: June 14, 2010

**RE: APPROVAL OF AGREEMENT FOR RESURFACING
MERIWETHER ROAD
PROJECT NO. STPOA-7901(600), MCP 51-64-10**

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of attached agreement between the State of Alabama Department of Transportation and Montgomery County concerning funding for Project No. STPOA-7901(600), MCP 51-64-10, Resurfacing Meriwether Road.

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

GCS/gcs

cc: File



ALABAMA DEPARTMENT OF TRANSPORTATION

Bureau of County Transportation

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060

Phone: (334) 242-6207 FAX: (334) 353-6530

Internet: <http://www.dot.state.al.us>



Bob Riley
Governor

Joe McInnes
Transportation Director

June 10, 2010

The Honorable Elton N. Dean, Sr.
Chairman, Montgomery County Commission
Montgomery, Alabama

RE: STPOA-7901(600)
MCP 51-64-10
Montgomery County

Dear Sir:

Attached is the original Agreement between the Alabama Department of Transportation and Montgomery County covering the financing of construction costs for the above project.

It will be appreciated if you will have this Agreement executed and returned to this office for further approval and distribution. Upon approval of all parties concerned, a properly executed copy of the Agreement will be sent to you for your information and files.

Sincerely,



D. E. Phillips, Jr., P.E.
State County Transportation Engineer

DEP:ENA:at
Attachment

cc: Mr. Ronald L. Baldwin
Mr. George C. Speake
Mr. John Lorentson
Mr. Mack Lovelady (Negotiated Letter only)
File

**PLEASE DO NOT EXECUTE THE
FAXED COPY OF AGREEMENT !!!**

AGREEMENT

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called the State), and MONTGOMERY COUNTY, ALABAMA (FEIN 63-6001653), party of the second part (hereinafter called the County):

WITNESSETH

WHEREAS, the State and County desire to cooperate in the resurfacing on CR40 (Meriwether Road) from US231 to Pike Road. Length - 4.321 miles. Proj #STPOA-7901(600), MCP 51-64-10. CPMS Ref #100050969.

NOW THEREFORE, it is mutually agreed between the State and County as follows;

- A. The County will furnish all Right-of-Way for project without cost to the State or this Project.
- B. The County will adjust and/or relocate all Utilities on the project without cost to the State or this Project.
- C. The County will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the State or this Project. The plans will be subject to the approval of the State and the project will be constructed in accordance with the plans approved by the State and the terms of this Agreement.
- D. The County will furnish all construction engineering for the project with County forces or with a consultant selected and approved by the State. The cost of the construction engineering shall be included as part of the construction cost for the project.
- E. If necessary, the County will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The County and the contractor will be the permittees of record with ADEM for the permit. The County and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The County will furnish the State (Division) a copy of the permit prior to any work being performed.
- F. The State will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.
- G. The State will not be liable for Federal Aid Funds in any amount. The project will be limited to \$603,395.97. Federal funds unless the Montgomery Area Metropolitan Planning Organization agrees, subject to the approval of the State, to reprogram the allocated Federal funds for the Montgomery Area sufficient to pay 80% of the project cost. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.
- H. The estimated cost of construction of this project payable by the parties is the amount set forth below:
- | | |
|--|---------------|
| FA STP Funds (Montgomery Area Dedicated) | \$ 603,392.00 |
| County Funds | 150,848.00 |
| TOTAL (Incl. E & I & Indirect Cost) | \$ 754,240.00 |
- I. The State will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the State will invoice the County for its prorata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the County will pay this amount to the State no later than 30 days after the date bids are opened.
- J. The County will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.
- K. The County will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, latest edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- L. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

M. Upon completion and acceptance of this project, the County will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

N. To the fullest extent permitted by law, the COUNTY shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by alleged or proven negligent acts or omissions of the COUNTY, anyone directly or indirectly employed by the COUNTY or anyone for whose acts the COUNTY may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or alleged but not legally established to have been caused in whole by a party indemnified hereunder.

The term "hold harmless" includes the obligation of the COUNTY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

O. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

P. Exhibit M is attached hereto as a part hereof.

Q. Exhibit N is attached hereto as a part hereof.

R. This agreement shall terminate on December 31, 2010, as to any work provided herein for which funding has not been authorized, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. The County agrees that the State may unilaterally extend the time of the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

MONTGOMERY COUNTY, ALABAMA

Clerk (Signature)

BY:
(Signature) Chairman,
Montgomery County Commission

Type Name of Clerk

Type Name of Chairman

RECOMMENDED

STATE OF ALABAMA,
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF
TRANSPORTATION

State County Transportation Engineer
D. E. Phillips, Jr., P.E.

Chief Engineer/Deputy Director
D. W. Vaughn, P.E.

APPROVED AS TO FORM:

Chief Counsel, Jim Ippolito, Jr.,
Alabama Department of Transportation

Transportation Director
D. J. McInnes

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE _____ DAY
OF _____, 20_____.

GOVERNOR OF ALABAMA
BOB RILEY

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Montgomery County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for :

Resurfacing on CR40 (Meriwether Road) from US231 to Pike Road. Length - 4.321 miles.
Proj #STPOA-7901(600), MCP 51-64-10. CPMS Ref #100050969;

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this _____ day of _____,

20_____.

ATTESTED:

County Clerk

Chairman, County Commission

I, the undersigned qualified and acting clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

_____ day of _____, 20_____, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

_____ day of _____, 20_____.

County Clerk

SEAL

7/18/90

**EXHIBIT M
CERTIFICATION**

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT:

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in the Agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS:

If the Agreement term is to exceed more than one fiscal year, then said Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this Agreement is to be made, Agreement will be subject to termination.

ADR CLAUSE:

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendation of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1818

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

JUN 28 2010

June 24, 2010

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator 

SUBJECT: Mission Statement for
Montgomery County Parks and Recreation

I am requesting the Commission consider a recommendation from the Montgomery County Parks and Recreation Board to adopt a new Mission Statement. This following Statement was approved at the Board's meeting on May 5, 2010: *To enhance the quality of life for Montgomery County citizens through mutually beneficial partnerships and the development of safe, enjoyable, attractive parks and diverse programs.*

James Williams presented this recommendation for approval to the County Commission during the information session on June 14, 2010. The Commission had no objections to the recommendation. I ask the Commission to approve this item at the next meeting on June 28, 2010.

JAM/rw

Attachment

RECREATION BOARD

WILLIE R. JONES, CHMN.
LYNN GOWAN
ANDREW D. HALL
JAMES B. PHILLIPS
MARK SALTER

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY PARKS AND RECREATION DEPARTMENT

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



ESTABLISHED 1818

RECREATION STAFF

JAMES WILLIAMS, SUPERINTENDENT
JIMMIE ALEXANDER, SUPERVISOR
(334) 832-7181
FAX (334) 832-2533

June 9, 2010

MEMORANDUM

TO: Donald Mims
County Administrator

FROM: James Williams *JW*
Parks and Recreation Superintendent

SUBJECT: Parks and Recreation Board Recommendation to
Montgomery County Commission

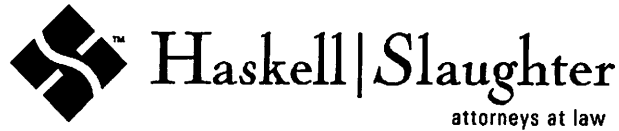
The Parks and Recreation Board took the following action on May 5, 2010: Approved recommendation to County Commission to adopt new Parks and Recreation Mission Statement: *To enhance the quality of life for Montgomery County citizens through mutually beneficial partnerships and the development of safe, enjoyable, attractive parks and diverse programs.*

Please present this recommendation for approval to the County Commission at the next meeting on June 14, 2010.

JW/rw

cc: John A. Mitchell, Sr.

JUN 28 2010



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

June 17, 2010

T.T.G.

TO: Donnie Mims

FROM: Tommy Gallion

RE: Notice of Claim – Jake Jacobsen, as father to W. J., a minor

I have reviewed your June 10, 2010 memorandum and the Notice of Claim filed by Attorney Jason Stuckey on behalf of Jake Jacobsen as father to minor child W. J.

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

50051-317
3605117_1

2010 JUN 28 11:11 AM

RECEIVED
JUN 28 2010

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

June 10, 2010

MEMORANDUM

TO: Thomas Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

RE: William Jacobsen, a minor

We received the attached Notice of Claim on June 8, 2010, from Jake Jacobsen as father, for the above-referenced minor child. The father is represented by Jason A. Stuckey, of Farris, Riley & Pitt.

This document is forwarded for your review and opinion to recognize and deny this claim. Please respond before the June 28, 2010 County Commission meeting.

DLM/rw

Attachment

Cc: John A. Mitchell, Sr., Deputy Administrator
Scott Kramer, Risk Manager

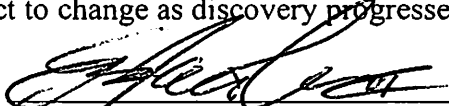
NOTICE OF CLAIM

TO: Montgomery Airport Authority
 4445 Selma Highway
 Montgomery, Alabama 36108

Chairman Elton N. Dean, Sr.
Montgomery County Commissioner
100 South Lawrence Street
Montgomery, Alabama 36102

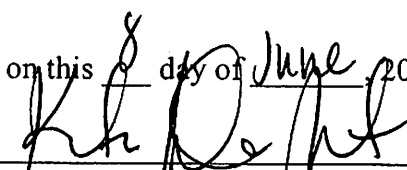
Mayor Todd Strange
City of Montgomery
City Hall / Room 206
103 North Perry Street
Montgomery, Alabama 36104

1. This claim is filed and presented pursuant to § 11-12-5, et seq., Code of Alabama (1975) by the family of William Jacobsen, a minor.
2. Claimant herein has personal knowledge of the facts contained in this claim. The facts contained herein are true and correct to the best of Claimant's knowledge, information and belief. The items of claim presented herein are just.
3. On or about December 18, 2009, William Jacobsen, a minor was severally injured while sitting on the baggage carousel when the carousel activated without warning.
4. Claimant is unable to detail each and every act of negligence or improper conduct which occurred.
5. Claimant therefore claims damages against Montgomery Airport Authority, and/or Montgomery County, Alabama and or the City of Montgomery, Alabama for an amount to be determined by a jury or the maximum amount allowed by statute or law, whichever is greater. This amount in no way represents the full extent of damages. This claim is subject to change as discovery progresses.


JAKE JACOBSEN, father of
William Jacobsen

Claimant's Address:
c/o Jason A. Stuckey
Farris, Riley & Pitt
2025 3rd Avenue North, Suite 400
Birmingham, Alabama 35203

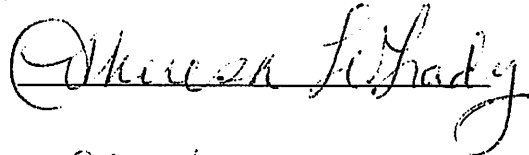
SWORN TO AND SUBSCRIBED before me on this 8 day of June 2010.



NOTARY PUBLIC

My commission expires:

Original and copy of the foregoing received on this the 8th day of June,
2010, by the undersigned, a representative of
Montgomery County Commission.



Clerk III
Official Title



ALABAMA BLACK CAUCUS OF LOCAL ELECTED OFFICIALS

Post Office Box 6533
Montgomery, Alabama 36106

15 NORTH HIGHTOWER AVENUE
SYLACAUGA, ALABAMA 35150
PHONE (256) 245-1253
FAX (256) 245-5701

Agenda

JUN 28 2010

INVOICE

Date: June 17, 2010
Order No.
Rep.
FOB.

Customer: County of Montgomery
Address: Post Office Box 1667
City: Montgomery
State: AL Zip: 36102-1667

Qty.	Description	Unit Price	Total
	2009-2010 County Commissioners		
1	Hon. Elton N. Dean, Sr.	\$ 50.00	\$ 50.00
1	Hon. Jiles Williams, Jr.	50.00	50.00

SUBTOTAL	\$ 100.00
TOTAL	\$ 100.00

Payment Details

Check _____ Check # _____
Cash _____ Amount _____

Please remit payment to: ABC-LEO, Post Office Box 6533, Montgomery, Alabama 361006-6533

JUN 28 2010

Montgomery County Commission

Finance Department
P.O. Box 1667
Montgomery, Alabama 36102
Phone 334-832-1268
Fax 334-832-2533

Memo

To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director 
Date: May 28, 2010
Re: Christian Testing Laboratories Prior Year Invoice

Attached is documentation concerning a Christian Testing Laboratories invoice dated 6/28/2006. This invoice was never presented for payment and has been verified for payment by the County Commission department and the finance department.

The total amount due is \$264.00 and I recommend that the invoice be processed for payment.



Christian Testing Laboratories, Inc.

P.O. Box 3218
Montgomery, Alabama 36109
(334) 260-9174 / Fax (334) 260-9177

Invoice

Invoice No.: **25304**

To: **MONTGOMERY CO COMM C/O GMC**
ATTN: JEFF HARRISON
P.O. BOX 242128
MONTGOMERY, AL 36124-2128

PROJECT:
INDUSTRIAL ACCESS ROAD
I-85 SERVICE RD-PHASE II
MTGY, AL/CM-4128-06

PLEASE REVIEW, APPROVE AND PLACE IN LINE FOR PROMPT PAYMENT

Customer	Date	Terms	Contact
MCC/GMC	06/28/06	Net 30	PAST DUE
Description		Charges	

CTCC		QUANTITY	UNIT COST	EXTENDED COST
	COMPRESSION TEST ON CONCRETE CYLINDERS	24	11.00	264.00
	LAB NO:4065,4102,4131,4148,4189 4194			
INVOICE SUBTOTAL				264.00
INVOICE TOTAL				264.00

Please contact Kim or Tina of our office at (334) 260-9174 regarding the outstanding invoice(s) due on your account. You can retain your "good credit rating" with CTL and prevent the possibility of having your account turned over to collections or a claim filed in Small Claims Court by contacting our office at your earliest convenience to make payment arrangements. CTL appreciates your business and we look forward to hearing from you in the immediate future.

TERMS: Net 30 Days
1.5% Finance Charge Added
For All Invoices Past Due.
Minimum Of \$15.00

Donald Mins
Montgomery Co. Comm
P.O. Box 1667
Montgomery, AL 36102-1667

2/15/09 axanda w/GMC said send to MCC.

Donald Mims

From: Bryan McClure [bryan.mcclure@gmcnetwork.com]
Sent: Monday, May 17, 2010 5:16 PM
To: Donald Mims
Cc: Bill Wallace
Subject: RE: Invoice re Industrial Access Road
Attachments: Scanned from MFP-06936679 05/17/2010 16:46

Donnie,

Unfortunately, I was not involved in this project and therefore do not have first-hand knowledge regarding the project's details. However, with the assistance of our accounting department, I was able to locate the attached memorandum. This appears to be the recommendation you alluded to in your email this morning.

Please let me know if you need any further assistance; I would be happy to help.

Very respectfully,

Bryan M. McClure PE
Municipal Engineering
Tel 334.271.3200
Fax 334.272.1566
Direct 334.387.0733

Bryan.McClure@gmcnetwork.com
2660 EastChase Lane
Suite 200
Montgomery, AL 36117

GOODWYN | MILLS | CAWOOD
GMCNETWORK.COM

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From: Donald Mims [mailto:DonaldMims@mc-ala.org]
Sent: Monday, May 17, 2010 8:50 AM
To: Bryan McClure
Cc: Bill Wallace
Subject: FW: Invoice re Industrial Access Road

Bryan,

We received the enclosed invoice from Christian Testing Laboratories, Inc., regarding the Industrial Access Road. We have checked our records and found that this invoice has not been paid. We do not pay bills relative to this project unless you recommend approval.

Please research and advise as to whether this bill should be paid.

Donnie

5/18/2010

7-3



GOODWYN, MILLS AND CAWOOD, INC.

POST OFFICE BOX 242128
MONTGOMERY, ALABAMA 36117
TEL 334.271.3200
FAX 334.272.1566

LETTER OF TRANSMITTAL

HAND ☐ MAIL ☒ UPS ☐ FEDEX ☐ PICK UP ☐

DATE June 12, 2008

TO Mr. Donnie Mims

FIRM MONTGOMERY COUNTY COMMISSION

FROM Ronnie Windham

PROJECT MONTGOMERY INDUSTRIAL PARK (Phase II) APAC
ROAD, WATER AND SEWER IMPROVEMENTS
GMC PROJECT NO. 5-5-090

RE Christian Testing Laboratories Invoice # 25304

Attached is invoice #25304 from CTL for payment on the referenced project.
Should you have any questions, please let us know.

Agenda

JUN 28 2010

MEMORANDUM

TO: Donald L. Mims, Administrator

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

DATE: June 23, 2010

SUBJECT: Invitation to Bid No. 52110-10B-020,
An Automobile

Request approval of award on the above referenced Invitation to Bid, to Stivers Ford Lincoln Mercury, low bidder, in the amount of \$13,497.53, be placed on the agenda for the County Commission meeting on June 28, 2010. (copy of spread sheet attached)

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

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 52110-10B-020				STIVERS FORD LINCOLN MERCURY - JULIUS THOMAS; PHONE #613- 5000; FAX#613-5018		GILMORE FORD, INC. - ATTN: BOBBY HENDERSON; PHONE #365- 2272; FAX#361-1110		RIVERSIDE CHEVROLET - ATTN: JENNIFER STRENGTH; PHONE #567- 2511; FAX #567-2570					
ISSUE DATE: JUNE 16, 2010													
OPENING DATE: JUNE 23, 2010													
SHERIFF'S OFFICE													
TERMS OF PAYMENT / DISCOUNT:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	AUTOMOBILE: 2010	EA	1	\$13,497.53	\$13,497.53	\$13,962.00	\$13,962.00	\$14,350.00	\$14,350.00				
	MODEL; FORD												
	FOCUS OR												
	APPROVED EQUAL												
TOTAL BID AMOUNTS					\$13,497.53		\$13,962.00		\$14,350.00				

**Montgomery County
Youth Facility**

Agenda

JUN 28 2010

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator 
Date: June 22, 2010
Re: Juvenile Detention Supervisor Vacancy

I am requesting that the Position Fill Request for the Juvenile Detention Supervisor, be placed on the formal agenda for the County Commission Meeting this Monday, June 28th.

Thank you for your consideration.

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Micheal C. Provitt, Detention Director

1. POSITION TITLE: Juvenile Detention Supervisor

POSITION NUMBER: 001-526020-058 (to replace Wade Manora)

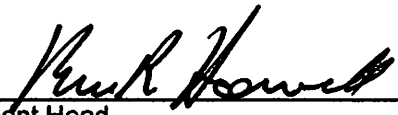
PROPOSED EFFECTIVE DATE: 06/14/10

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

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

PAY GRADE: PC4 Step 1 (\$41,583/\$1599.36/\$19.9920)



Department Head

5/27/2010

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 _____

Wade Manora
5723 SweetMeadow Dr. Montgomery, Al. 36117
wademanora5723@charter.net
334-279-0252

May 26, 2010

Michael Provitt
Montgomery County Youth Facility
1111 Airbase Blvd
Montgomery, Al. 36108

Dear Mr. Michael Provitt:

This is to formally notify you that I am resigning from the Montgomery County Youth Facility as Detention Supervisor. June 13, 2010 will be my last day of employment.

Thank you for the opportunity to work for such an outstanding organization.

Sincerely,

Wade Manora
Wade Manora, Detention Supervisor

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Agenda

JUN 28 2010

Date: June 22, 2010
To: Donald L. Mims, Administrator
From: Janet Buskey, Revenue Comm
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Perdido Beach Resort - Orange Beach, AL

Departure Date: July 31, 2010

Return Date: August 5, 2010

Conference Leave (Days / Hours): 5 Days

Purpose of Travel: AATA Summer Conference

Traveler (s) Name: 1. Janet Buskey 4. _____
2. Allyson Holland 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$3,444.90

Advance Registration Required: \$600.00

Department Name: Revenue Commission

Fund Name: General Fund

Additional Comments: Cost includes mileage, 5 nights lodging and registration fees

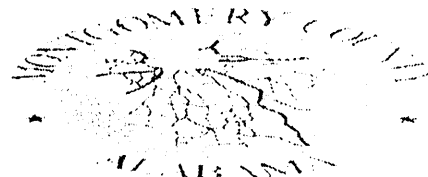
To: Janet Buskey, Revenue Comm
From: Donald L. Mims, Administrator

The above request is app. 06/28/10 reimbursement of actual and necessary expenses in the
approximate amount of \$3,444.90 and advance registration of \$600.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51500-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$8,400.00</u>	
Approved Requests:	<u>\$4,815.41</u>	
Budget Available:	<u>\$3,584.59</u>	
Current Requests:	<u>\$3,444.90</u>	
Budget Balance:	<u>\$139.69</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/22/2010

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

Agenda

JUN 28 2010

Date: June 16, 2010

To: Donald L. Mims, Administrator

From: Larry R. Curvin, Revenue Manager *YML*

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Pelham, Alabama

Departure Date: August 4, 2010

Return Date: August 6, 2010

Conference Leave (Days / Hours): 3 days

Purpose of Travel: Attend "AMROA" annual revenue officers conference to receive training on various government revenue topics and to earn CPE hours towards maintenance of Certified Revenue Examiner. The conference is administered by the Univ. of Ala

Traveler (s) Name: 1. Larry R. Curvin 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$620.00 Advance Registration Required: \$245.00

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

Additional Comments: AMROA = Alabama Municipal Revenue Officers Association

CPE = continuing professional education

To: Larry R. Curvin, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 06/28/10 reimbursement of actual and necessary expenses in the approximate amount of \$620.00 and advance registration of \$245.00 is authorized.

To be completed by the Finance Department

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

Description: Registration & Training

Current Budget: \$7,000.00

Approved Requests: \$5,037.56

Budget Available: \$1,962.44

Current Requests: \$620.00

Budget Balance: \$1,342.44

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/16/2010

cc: Finance Director / Buyer

10-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

JUN 28 2010

Date: June 24, 2010

To: Donald L. Mims, Administrator

From: Larry R. Curvin, Revenue Manager *LM*

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Pelham, Alabama

Departure Date: August 20, 2010

Return Date: August 20, 2010

Conference Leave (Days / Hours): 1 day

Purpose of Travel: Attend an updated TAXMASTER IV seminar to learn about the audit software
utilized for our local tax audits. Neither participant has had previous TAXMASTER
training. Eight hours CPE will be attained by each training attendee.

Traveler (s) Name: 1. Te'Rea Thomason 4. _____
2. Twyla Jackson 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

☐
☒

Commercial Air

☐
☐

Private Vehicle

Other (Specify)

Total (est.) Cost: \$413.00

Advance Registration Required: \$298.00

Department Name: Tax & Audit

Fund Name: 001-51800-265

Additional Comments: The seminar is recommended for new users of TaxMaster 4.0 and other users
who want to learn about program upgrades/new features. Training is provided by
Alabama Sales Tax Info. CPE = continuing professional education.

To: Larry R. Curvin, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 06/28/10 reimbursement of actual and necessary expenses in the
approximate amount of \$413.00 and advance registration of \$298.00 is authorized.

To be completed by the Finance Department

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

Description: Registration & Training

Current Budget: \$7,000.00

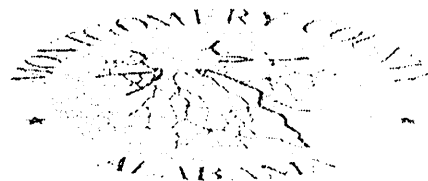
Approved Requests: \$4,835.44

Budget Available: \$2,164.56

Current Requests: \$1,033.00

Budget Balance: \$1,131.56

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/24/2010

cc: Finance Director / Buyer

10-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

Agenda

JUN 28 2010

Date: June 24, 2010
To: Donald L. Mims, Administrator
From: Larry R. Curvin
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Alabama

Departure Date: August 24, 2010

Return Date: August 26, 2010

Conference Leave (Days / Hours): 3 days

Purpose of Travel: To attend the ACCA Annual Convention and to participate in CROAA training which will provide 20 CPE hours toward the required 40 hours needed to maintain Certified Revenue Examiner designation.

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: \$945.00

Advance Registration Required: \$185.00

Department Name: Tax & Audit

Fund Name: General Fund 001 51800 265

Additional Comments: Estimated costs are for meals, mileage, lodging and a registration fee of \$185.00 which will require an advance payment to the Association of County Commissions of Alabama.

To: Larry R. Curvin

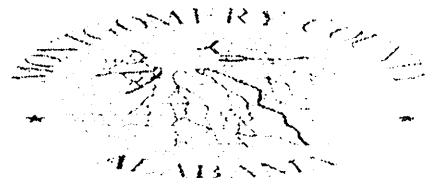
From: Donald L. Mims, Administrator

The above request is app. 06/28/10 reimbursement of actual and necessary expenses in the approximate amount of \$945.00 and advance registration of \$185.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51800-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$7,000.00</u>	
Approved Requests:	<u>\$4,835.44</u>	
Budget Available:	<u>\$2,164.56</u>	
Current Requests:	<u>\$1,978.00</u>	
Budget Balance:	<u>\$186.56</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/24/2010

cc: Finance Director / Buyer

10-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 32

Agenda

JUN 28 2010

Date: June 15, 2010
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Meridian, MS
Departure Date: July 6, 2010 Return Date: July 9, 2010
Conference Leave (Days / Hours): 4 days
Purpose of Travel: Training on Proactive Criminal Patrol

Traveler (s) Name: 1. Deputy Jason Gray 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$35.00 Advance Registration Required: \$0.00

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. 06/28/10 reimbursement of actual and necessary expenses in the
approximate amount of \$35.00 and advance registration of \$0.00 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>\$20,000.00</u>	
Approved Requests:	<u>\$12,587.84</u>	
Budget Available:	<u>\$7,412.16</u>	
Current Requests:	<u>\$35.00</u>	
Budget Balance:	<u>\$7,377.16</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/21/2010

cc: Finance Director / Buyer

10-5

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 33

Agenda

JUN 28 2010

Date: June 15, 2010
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Meridian, MS
Departure Date: July 14, 2010 Return Date: July 16, 2010
Conference Leave (Days / Hours): 3 days
Purpose of Travel: Training on Basic Gang

Traveler (s) Name: 1. Deputy Kenneth Kilpatrick 4. Deputy John Shepherd
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$35.00 Advance Registration Required: \$0.00
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. 06/28/10 reimbursement of actual and necessary expenses in the
approximate amount of \$35.00 and advance registration of \$0.00 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>\$20,000.00</u>	
Approved Requests:	<u>\$12,587.84</u>	
Budget Available:	<u>\$7,412.16</u>	
Current Requests:	<u>\$70.00</u>	
Budget Balance:	<u>\$7,342.16</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 6/21/2010
cc: Finance Director / Buyer

10-6

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 16

Agenda

JUN 28 2010

Date: June 17, 2010
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Nashville, TN
Departure Date: July 28, 2010 Return Date: July 31, 2010
Conference Leave (Days / Hours): 4 days
Purpose of Travel: Law Enforcement Defensive Tactics Instructors Certification Training

Traveler (s) Name: 1. Martinez Tolbert 4. _____
2. Marcus Townsend 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,000.00 Advance Registration Required: \$400.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: _____

To: Wanda J. Robinson, Director
From: Donald L. Mims, Administrator

The above request is app. 06/28/10 reimbursement of actual and necessary expenses in the
approximate amount of \$1,000.00 and advance registration of \$400.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52200-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$15,907.00</u>	
Budget Available:	<u>\$4,093.00</u>	
Current Requests:	<u>\$1,000.00</u>	
Budget Balance:	<u>\$3,093.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/21/2010

cc: Finance Director / Buyer

10-7

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 15

Date: June 15, 2010
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Agenda
JUN 28 2010

Request approval to be granted for the following:

Destination: Birmingham, Ala. Botanical Gardens
Departure Date: June 30, 2010 Return Date: June 30, 2010
Conference Leave (Days / Hours): 8 hours
Purpose of Travel: attend Jefferson County Family Court sponsored workshop "Girl Power"

Traveler (s) Name: 1. Rosalyn Godwin, Garry Gregg 4. Natalie Mason, Phoenix Martin
2. Rhonda Wimbley 5. Tyron Anderson, Ray Williams
3. Jeannie Tapley, Jamie Burnett 6. Amanda Ashurst

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

Total (est.) Cost: \$150.00 Advance Registration Required: _____
Department Name: Youth Facility Fund Name: 001-52604-265

Additional Comments: Conference is free, Estimated cost for Lunch.

To: Bruce R. Howell
From: Donald L. Mims, Administrator

The above request is app. 06/28/10 reimbursement of actual and necessary expenses in the
approximate amount of \$150.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52604-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$10,000.00</u>	
Approved Requests:	<u>\$3,846.00</u>	
Budget Available:	<u>\$6,154.00</u>	
Current Requests:	<u>\$175.00</u>	
Budget Balance:	<u>\$5,979.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 6/15/2010
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 30

Agenda

JUN 28 2010

Date: June 18, 2010
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: July 15, 2010 Return Date: July 18, 2010
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: To Attend: ADAA Summer Conference

Traveler (s) Name: 1. Carrie Gray 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,423.00 Advance Registration Required: \$375.00

Department Name: District Attorney Fund Name: 760-51260-292

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 06/28/10 reimbursement of actual and necessary expenses in the
approximate amount of \$1,423.00 and advance registration of \$375.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>760-51260-292</u>	(ex: 000-00000-000)
Description:	<u>Grant Expense</u>	
Current Budget:	<u>\$155,500.00</u>	
Approved Requests:	<u>\$133,135.84</u>	
Budget Available:	<u>\$22,364.16</u>	
Current Requests:	<u>\$1,423.00</u>	
Budget Balance:	<u>\$20,941.16</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/21/2010

cc: Finance Director / Buyer

10-9

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

Agenda

JUN 28 2010

July 10, 2010

MEMORANDUM

TO: Donald Mims
County Administrator

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

SUBJECT: Assistant Revenue Manager
Position Fill Request

Larry Curvin, Revenue Manager, Tax & Audit Department, has submitted a position fill request for an Assistant Revenue Manager. After talking with Larry and reviewing the department's organization and workload, I concur with the need for an additional manager to handle the workload.

This item was discussed with the Commission during the Information Session on May 24, 2010. I ask that this be placed on the agenda for approval during the June 14, 2010 Commission meeting.

JAM/rw

Attachment

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: TAX AND AUDIT DEPARTMENT

DEPARTMENT HEAD: Larry R. Curvin, Revenue Manager

SUPERVISOR: John A. Mitchell, Sr. Deputy Administrator

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

1. Position Title Assistant Revenue Manager

Position Number 810-119-003

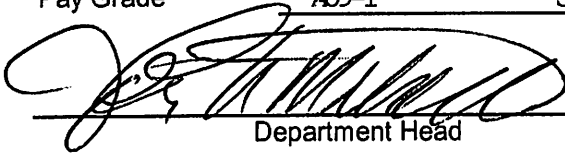
Proposed Effective Date June 10, 2010

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade A09-1 Step One \$48,225.00


Department Head

Date 06/10/10

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director

4. Selectee:

Date _____

Appointing Authority

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



Offices of
Ellen Brooks

District Attorney

Fifteenth Judicial Circuit of Alabama

DARYL D. BAILEY
CHIEF DEPUTY DISTRICT ATTORNEY

RHONDA B. CAPE
ADMINISTRATIVE ASSISTANT

JERRY N. BLOODSWORTH
CHIEF INVESTIGATOR

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



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

Agenda

JUN 28 2010

May 6, 2010

Chairman Elton N. Dean, Sr.
Montgomery County Commission
Montgomery County Annex III
101 S. Lawrence St.
Montgomery, AL 36104

RE: Position Fill Request

Dear Chairman Dean:

I am requesting approval to fill an open position in the District Attorney's Office.

An opening has been created because of the resignation of our Office Runner. Among other things, this person is responsible for receiving, collecting and delivering documents to staff members and to individuals and agencies outside of the District Attorney's Office. My staff is not centrally located but is housed in five different buildings which makes this position critical in the daily operations of the office especially with the time sensitivity of items we process.

This position is funded in the current budget and although it is not a highly paid position, it is extremely important to our office.

Thank you for your favorable consideration in this matter.

Sincerely,

Eleanor I. Brooks
District Attorney

cc: Donnie Mims, County Administrator

2010 MAY -7 4:10:00
MONTGOMERY COUNTY
CLERK'S OFFICE

DISTRICT ATTORNEY
POSITION FILL REQUEST

ORIGINAL

DEPARTMENT HEAD: Ellen Brooks

SUPERVISOR: Jerry Bloodsworth

POSITION TITLE: Office Runner

POSITION NO: 408080024

PROPOSED EFFECTIVE DATE: May 31, 2010

TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY

RECRUITING:

☒ OPEN

☐ TRANSFER

☐ PROMOTION

☒ PROMOTION/TRANSFER

PAY GRADE: A01-01

SALARY RANGE: \$19,656-27,980

Pay step to be based upon the following rules:

☐ Promotions – If the rate in the previous position was less than the minimum rate established for the class of the new position, the rate of the pay shall be advanced to the minimum of the class of the new position. If the difference in pay ranges does not automatically result in an increase in the equivalent of a one-step increase in the rate of pay for an employee promoted, a one-step immediate increase within the pay range of the new classification may be given by the appointing authority.

*Merit dates do not change.

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

1 ADMINISTRATIVE REVIEW

☐ APPROVED

☐ DISAPPROVED

Funding

3 SELECTEE: _____

Date: _____

Appointing Authority Signature – District Attorney Office

4 ☐ Manpower data entered by: _____

Date: _____

☐ Payroll entered by: _____

Date: _____



REESE MCKINNEY, JR.

JUDGE OF PROBATE

Montgomery County

MEMORANDUM

Agenda

JUN 28 2010

2010 JUN -9 PM 2:37
MONTGOMERY COUNTY
COMMISSION

TO: Montgomery County Commission

FROM: Reese McKinney, Jr.
Judge of Probate

DATE: June 9, 2010

RE: Position Fill Request

The Montgomery County Probate Office is requesting to fill one position for Customer Service Clerk. The Probate Office, like other county departments, has accepted and managed its operations with less funding during difficult times. The Tag and License Offices have experienced the same turnover during this period as when full funding was available. An appreciable level of turnover for this position is normal as it is an entry level position, with many younger employees attending college and moving to other career choices upon graduation. It is the slow, continuous, and unreturned turnover in the position of Customer Service Clerk during the recession that has caused all of the offices to provide slower customer service, even during moderate business periods.

My staff and I have been closely monitoring the Atlanta Highway Probate Office and the need of filling one of the Customer Service Clerk vacancies is critical. This location has the largest amount of gross receipts for face-to-face tag and license sales transactions; there are eight tag stations and three driver license stations. In order to accommodate lunch breaks (to avoid overtime costs) the management has no other choice than to schedule only two clerks working the tag stations and one at the driver license stations.

I am asking for one position to be filled. We need more, but I am fully aware of, and have been managing my office under, the financial constraints we are experiencing. However, my office simply cannot continue this unanswered, continuous attrition without making some significant changes in our tag and license services, as well as the allocation of Probate Office personnel. I respectfully ask for your support.

cc: Mr. Donald Mims
Administrator

POSITION FILL REQUEST

DEPARTMENT: Probate Court

ORIGINAL

DEPARTMENT HEAD: Judge Reese McKinney, Jr.

SUPERVISOR: Cathy Mobley

COMPLETED ACTION DATES

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

POSITION TITLE: Customer Service Clerk (CO0016)

POSITION NUMBER: (43) **To fill the opening made by the rejection of probationary appointment of Nancy Bowers**

PROPOSED EFFECTIVE DATE: 3/12/2010

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A03CO


Department Head

3.12.2010
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