REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

JULY 26, 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:

Examiners of Public Accounts Auditors Teresa Davis, Matthew Robinson and Larcus Fuller
Attorney Robert E. L. Gilpin with Kaufman Gilpin McKenzie Thomas Weiss, PC
Juvenile Court Administrator Bruce R. Howell
Risk Manager Scott Kramer

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Chairman Dean

Pledge of Allegiance Led By Commissioner Ingram

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of July 12, 2010

CONSENT AGENDA:

Consider Approval of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Board Appointment to the Montgomery Area Community Wellness Coalition Board of Directors, County Commission

2. Consider Purchase and Sale Agreement by and between The Industrial Development Board of the City of Montgomery, City of Montgomery, and Montgomery County, County Commission

3. Consider Project Agreement by and among The State of Alabama, The City of Montgomery, Montgomery County, Alabama, The Industrial Development Board of the City of Montgomery, and Hyundai Electric Systems Alabama, Inc., County Commission

4. Consider Memorandum of Agreement with the City of Montgomery and the Montgomery Water Works and Sanitary Sewer Board Regarding Sharing of On-Site Primary Care Clinics, Risk Management

5. Consider 2010-2011 Annual Community Corrections Plan, Community Corrections

6. Consider Website Links Policy, County Commission

7. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission

8. Consider Bid Award for Custodial Services for Annex II, Bid Number 51901-10B-021, County Commission

9. Consider Travel/Training Requests (7)

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:

- Finance Director Sherrill Thomas
- Manager of Public Affairs DiDi Henry

Reports from Staff:

- County Administrator
- Deputy Administrator
- Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

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.
SEPTEMBER 6, 2010	County Holiday (Labor Day)
SEPTEMBER 13, 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.
SEPTEMBER 27, 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 Assistant Revenue Manager – Tax & Audit 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 4 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 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 2 Deputy Sheriff Trainees – Sheriff's Office

July 26, 2010

Agenda
JUL 26 2010

07-26-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 07-16-10

Check Number	To	Check Number
209927		209962
Total Checks Paid		$286,462.34

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

Agenda
JUL 26 2010

07-26-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 07-16-10

Check Number	To	Check Number
209963		209978
Total Checks Paid		$358,153.02

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

Agenda

JUL 26 2010

07-26-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 07-24-10

Check Number	To	Check Number
209979		210104
Total Checks Paid		$705,156.54

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

Agenda

JUL 26 2010

07-26-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 07-24-10

Check Number	To	Check Number
210105		210232
Total Checks Paid		$779,374.30

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

Agenda

07/26/10 Meeting JUL 2 6 2010

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 07/16/10

Payroll Check Number	104226	To	Payroll Check Number	104413	$ 131,699.59
Direct Deposits					$ 804,942.54
Payroll Check Number	104414	To	Payroll Check Number	104443	$ 276,991.02
Direct Deposits					$ 331,307.75
Federal Deposits					$ 328,293.17
Total Payroll Paid					$ 1,873,234.07

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

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
JUL 26 2010

July 21, 2010

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Montgomery Area Wellness Coalition
Board Appointment for Louis Ialacci

Lou Ialacci has submitted a request to be appointed to the Montgomery Area Wellness Coalition Board of Directors (Coalition). Lou had previously served on the Technical Committee of the River Region Health Council representing Montgomery County.

Since working on this committee, the group has developed a new entity that will be a Health Information Exchange (HIE) between the various local agencies in the healthcare industry. Under this Coalition, Lou will continue to carry out the oversight of the HIE representing Montgomery County interests.

The Commission discussed this item during the Information Session on July 12, 2010 and had no objections to this appointment. I am submitting this request to the County Commission for approval at the next Commission meeting on July 26, 2010.

JAM/rw

Attachments

Memo

To: John Mitchell

From: Lou Ialacci

CC: Tammy Nix

Date: July 7, 2010

Re: Montgomery Area Community Wellness Coalition Board Appointment

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In 2007 elected officials and community leaders funded an in depth study by Health Management Associates (HMA) regarding access to health care for communities in the river region. This group produced an in depth report that recommended a River Region Health Council (RRHC) be formed to address these needs. In September 2008 then County Commission Chairman, Todd Strange asked that I serve on the Technical Committee of the RRHC.

Over the past 21 months our committee has done a great deal of work developing a plan to create a new entity called a Health Information Exchange (HIE) for the river region. Our committee consisted of technical and operational representatives from Baptist Health, Jackson Hospital, Health Services Inc, the City of Montgomery, Montgomery County, and concerned citizens. The committee evaluated the recommendations of the HMA report, generated a project plan to evaluate how to establish an HIE, and has been in the process of implementing the plan. One aspect of the plan was to either create a new separate 501(c)(3) organization or utilize an existing non-profit organization. It was determined that the most efficient and cost effective approach was to work with an existing non-profit. The Montgomery Area Community Wellness Coalition (WC) was chosen, since it is a 501(c)(3) entity with an independent board, it already works closely with all the major healthcare stake-holders in the region, and has established financial and administrative functions.

In an effort to provide proper over site of the new functions of the HIE the WC Board of Directors reviewed their board structure and added directors to represent the technical expertise needed to govern the new entity. I have been asked to be a director representing Montgomery County. There is no financial obligation for the County and requires minimal time away from my daily responsibilities. I am honored that I was asked to be on the board and request the Commission approve appointing me to the Board of Directors of the Montgomery Area Community Wellness Coalition by signing the attached letter. Thank you.

A COUNTY OLDER THAN THE STATE

ESTABLISHED 1816

MONTGOMERY COUNTY COMMISSION

ELTON N. DEAN, SR., CHAIRMAN
REED INGRAM, VICE CHAIRMAN
DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

July 26, 2010

Ms. Mary Weidler, Chairperson
Board of Directors
Montgomery Area Community Wellness Coalition
3060 Mobile Highway
Montgomery, AL 36108

Dear Ms. Weidler:

This letter serves as official appointment of Mr. Lou Ialacci to represent Montgomery County as a member of the Board of Directors of the Montgomery Area Community Wellness Coalition.

We are appreciative of the opportunity to provide service to the health care community through service on the Wellness Coalition Board.

Sincerely,

Elton N. Dean Sr.
Chairman
Montgomery County Commission

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P.O. BOX 1667 • MONTGOMERY, ALABAMA 36102-1667 • (334) 832-1210 • TDD (334) 265-3568 • FAX (334) 832-2533

Agenda

JUL 26 2010

STATE OF ALABAMA)
:
COUNTY OF MONTGOMERY)

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into by and between **The Industrial Development Board of the City of Montgomery**, a non-profit public corporation organized and existing under the laws of the State of Alabama ("Seller"), **City of Montgomery, Alabama,** a municipality organized under the laws of the State of Alabama (the "City"), and **Montgomery County**, a county organized under the laws of the State of Alabama (the "County") (the City and the County jointly being referred to as "Buyer").

WITNESSETH:

1. **Sale of 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 containing approximately twenty (20) acres situated in Montgomery County, Alabama, being generally shown outlined in red 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. An exact legal description of the Property shall be based upon a boundary survey of the Property obtained by Buyer at Buyer's expense and furnished to Seller (the "Survey"), with the number of acres (rounded to the nearest one-hundredth) included within the legal description. The Property is being sold by Seller, and acquired by Buyer, in its "AS-IS" condition, without any implied or other representation or warranty by Seller with respect to the Property except as may be expressly set forth in this Agreement but subject to (a) the restrictive covenants attached hereto as Exhibit "B" which shall run with title to the Property as provided for in paragraph 11(h) (the "Restrictions") and (b) unless fee title to all of the Property shall then be in Buyer and/or an Authority (as hereinafter defined), the automatic reversion to Buyer and/or an Authority of fee title to all of the Property as provided for in paragraph 11(h) (the "Reverter") unless commencement of construction (defined as the pouring of the footings or foundations) for an electric transformer manufacturing plant (the "Facility") to be operated initially by the Prospect (as hereinafter defined) has occurred on or before the Commencement of Operations Date set forth in the Project Agreement (as hereinafter defined) on that certain approximately one hundred (100) acre parcel being generally shown outlined in green on Exhibit "C" attached hereto (the "Project Site", of which the Property is a part).

2. **Purchase Price; Earnest Money; Project Fee**.

(a) The purchase price to be paid by Buyer to Seller for the Property shall be the product of Ten Thousand and No/100 Dollars ($10,000.00) times the number of acres (rounded to the nearest one-hundredth) as determined by the surveyor preparing the Survey as provided in paragraph 1 above ("Purchase Price"). 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 completed wire transfer of immediately available federal funds at Closing (as hereinafter defined).

(b) The Buyer has advised Seller that Buyer seeks to acquire the Property in conjunction with the acquisition by Buyer of an adjoining eighty (80)-acre parcel of land owned by Liz Claiborne, Inc. ("Liz Property") in order to facilitate economic development of the Property and the Liz Property as the Project Site by an industrial prospect which has been identified to Seller (the "Prospect"). In connection with the development of the Project Site for the Prospect and the tax abatement incentives to be provided by the Seller to the Prospect as provided in, and subject to the terms and conditions of, that certain Project Agreement anticipated to be entered into among Seller, Buyer, the State of Alabama and the Prospect (the "Project Agreement"), in the event of Closing the Buyer agrees to pay to Seller the administrative fee in the amount of Twenty-Nine Thousand Two Hundred and No/100 Dollars ($29,200.00) that is being charged or will be charged by Seller pertaining to such incentives ("Fee"), which Fee is the total fee to be paid to the Seller on account of the tax abatement incentives to the Prospect. Buyer shall pay the Fee at Closing in the same manner as the Purchase Price. The provisions of this subparagraph (b) shall expressly survive Closing.

3. **Project Pursuit Period**. Buyer shall have ninety (90) days after the Effective Date (as hereinafter defined) ("Project Pursuit Period") to secure site selection of the Property by the Prospect and to obtain an executed Project Agreement and related agreements pertaining thereto, as well as to conduct all due diligence and governmental approvals deemed necessary or appropriate relating to the acquisition, use and development of the Project Site. 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. Buyer shall be solely responsible for personal injury, death and physical damage to property, and for all costs for services rendered, on account of such entry by Buyer, its agents, employees or other persons directly or indirectly authorized by Buyer, and Seller shall be held harmless by Buyer for all expenses, claims, lawsuits and damages resulting therefrom. In the event Buyer does not acquire the Property, Buyer shall restore the Property to the extent altered by Buyer or on Buyer's behalf to substantially the same condition which existed prior to such alteration. 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 (a) Seller shall retain the Earnest Money as independent consideration for entering into this Agreement and (b) a copy of such due diligence reports and other due diligence materials obtained by Buyer shall be promptly delivered to Seller at no charge.

4. **Abstract; Title Insurance**. Within five (5) days after the Effective Date, Seller shall loan to Buyer such abstract of title relating to the Property as Seller is readily able to locate in its or its counsel's records, but such abstract shall be returned intact to Seller at Closing. Buyer may obtain a title commitment pertaining to the Property ("Title Commitment") from a reputable title company selected by Buyer ("Title Company") proposing to insure Buyer. If Seller does timely provide such abstract, Seller shall pay at Closing the cost of Buyer's having the abstract updated. If Seller does not timely provide such abstract, Seller shall pay at Closing the cost of Buyer's having an abstract

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prepared but not more than Three Hundred and No/100 Dollars ($300.00). Buyer shall have the right to review the Title Commitment and legible copies of all documents constituting exceptions to title and to notify Seller within thirty (30) days after the Effective Date of such written objections as Buyer may have to easements and other matters set forth in the Title Commitment which affect the marketability of title to the Property or the feasibility or use of the Property as part of the Project Site. In the event any such objections are made by Buyer, Seller shall have a period of fifteen (15) days (or longer if so extended in writing by Buyer) from the receipt of same in order to cure such objections but without any obligation to do so except with respect to any mortgage or other monetary lien (which Seller shall either pay or from which Seller will cause the Property to be released, in either event, at Closing). If Seller is unable or otherwise fails to remove the basis for any such objection prior to Closing, Buyer shall either cancel this Agreement (by giving written notice thereof to Seller prior to the deadline set forth herein for Closing) or waive such objection, in which latter event (a) all matters then affecting Seller's title shall be deemed "Permitted Exceptions" and (b) there shall be no reduction in the Fee or the Purchase Price. If Buyer fails to give timely notice of said cancellation, Buyer shall be conclusively deemed to have waived all remaining title objections. The Restrictions and the Reverter shall be included as Permitted Exceptions. 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 execute and deliver at Closing an affidavit that (a) there are no parties in possession of the Property other than (i) Seller and (ii) those persons claiming under the Permitted Exceptions and (b) Seller has paid for all labor and materials provided to the Property at Seller's direction within the six (6) month period immediately prior to Closing.

It is a condition precedent of Buyer's obligation to close that Buyer be able to receive at Closing an ALTA 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, (i) show and insure good and marketable fee simple title in Buyer to the Property subject only to the Permitted Exceptions, (ii) eliminate any blanket survey and blanket rights of parties in possession exceptions, and (iii) also insure Buyer's title to the Project Site as one parcel with no strips, gaps or gores.

All matters of record in the Office of the Judge of Probate of Montgomery County, Alabama as of the Effective Date pertaining to title to the Property, other than mortgages and other monetary liens, shall be deemed Permitted Exceptions unless objected to by Buyer within thirty (30) days after the Effective Date.

5. **Railway Extension**. Buyer has advised Seller that, in connection with the Prospect's use of the Project Site, there will be a need for railroad cars to access the Project Site. In order to facilitate this, the Seller agrees that it will cooperate in granting or entering into appropriate agreements and/or easements allowing a railway extension from the existing CSX rail site located in the Park over and across property owned by the Seller to the Project Site, with the understanding that the Seller will not be responsible for any expenses associated with the addition of the rail to Seller's property, any liability associated with the additional rail, or present or future maintenance or replacement of the rail. The Seller will not charge any additional fee or charges for the land required for the actual location of the additional railway. It is understood that Seller will be allowed to be involved in the planning, engineering and final approval of the location of the railway extension to

the Project Site. Seller further agrees to cooperate with CSX and the Prospect in entering into an appropriate agreement to effectuate the foregoing. The Seller will require that it be added as an additional insured on the commercial general liability insurance policy of the Prospect and CSX, but Buyer shall have no responsibility or obligation to provide such insurance or to require the Company or CSX to do so. Notwithstanding the foregoing, all such agreements and easements must be in form and content acceptable to Seller in its sole judgment. The provisions of this paragraph shall expressly survive the Closing.

6. **Closing**. "Closing", as such term is used herein, shall mean the consummation of the sale transaction contemplated hereby. The Closing with respect to the Property shall take place at the office of Buyer's attorney in Montgomery, Alabama at 10:00 a.m. on a date that is coordinated with the closing of the Liz Property, but in no event later than 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 ("Closing Date"). At Closing, Seller shall execute and deliver to Buyer a statutory warranty deed (the "Deed") conveying to Buyer a good and marketable, indefeasible fee simple title in and to the Property, subject only to all Permitted Exceptions. Seller shall not be obligated to close on the Property unless (a) Buyer has closed, or simultaneously closes, on the Liz Property and (b) the Project Agreement has been, or is simultaneously, entered into by all of the parties named in Paragraph 1 above as the parties thereto. Seller shall deliver at Closing its secretary's certificate evidencing authorization of the officer(s) executing the documents on behalf of Seller. Each party shall pay its own attorney's fees in connection with the preparation of this Agreement, the Closing and other actions contemplated in this Agreement. If the Property is subject to any ad valorem taxes, such taxes shall be prorated at Closing. Except as otherwise set forth herein, Buyer shall pay all other closing costs.

At Closing, the Restrictions applicable to the Liz Property which are recorded in Real Property Book 1523, Page 0095, in the Office of the Judge of Probate of Montgomery County, Alabama shall be cancelled of record by Seller and Buyer.

7. **Brokers**. Each of the parties agree that they have not dealt with any person in such person's capacity as a broker or real estate agent in connection with the negotiation or execution of this Agreement and each party agrees to pay any brokerage fees or agents' commissions or other compensation asserted by any person, firm or corporation engaged or dealt with by such party 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.

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. 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 and as Buyer's only remedy, Buyer may declare this Agreement canceled and of no further force and effect and promptly receive a refund of the Earnest Money.

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 by hand delivery 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 hand delivery, as appropriate, whether or not the receiving party receives the same. The addresses of the parties are as follows:

Seller:	The Industrial Development Board of the City of Montgomery Attention: Mr. F. Berry Grant 305 South Lawrence Street Montgomery, Alabama 36104
With a copy to:	William K. Martin, Esquire Capell & Howard, P.C. 150 South Perry Street Montgomery, Alabama 36104 AND Thomas T. Gallion, Esquire Haskell Slaughter Young and Gallion 305 South Lawrence Street Montgomery, Alabama 36104
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, Alabama 36104 AND Montgomery County, Alabama c/o Montgomery County Commission Attention: Chairman Elton Dean Montgomery County Courthouse Annex III 101 South Lawrence Street Montgomery, Alabama 36104

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

With a copy to: Jeffrey W. Blitz, Esquire
Rushton, Stakely, Johnston, & Garrett, P.A.
184 Commerce Street
Montgomery, Alabama 36104

10. **Environmental Concerns**. Seller states that, to the best of its knowledge and belief, but without any inquiry, 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, nor has the Property ever been used for manufacturing, storing, using, treating, or disposing of any such "hazardous substance," "contaminant," "pollutant," or "toxic substance." However, Buyer shall independently determine during the Project Pursuit Period and at its sole cost and expense the environmental and other condition of the Property.

11. **Miscellaneous**.

(a) **Entire Agreement; Severability; Construction.** This Agreement constitutes the entire and complete agreement between the parties hereto as to the sale of the Property and supersedes any prior oral or written agreements between the parties with respect to the sale of 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) **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.

(c) **Assignment; Binding**. Except for an assignment to a public corporation (or other entity) controlled totally by Buyer (an "Authority"), without Seller's prior written consent, this

Agreement may not be assigned by Buyer prior to Closing. However, in the event of any permitted assignment, 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. Buyer (i) shall not be released from its obligations hereunder upon any such assignment and (ii) Seller shall not be bound by any such assignment unless and until it receives a copy thereof and of the assignee's written assumption of Buyer's obligations under this Agreement.

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

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

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

(g) **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.

(h) **Restrictions; Reverter.** Inasmuch as the Facility will be constructed on the Project Site as a whole without regard to the line separating the Property from the Liz Property, having the Restrictions initially apply to the Property alone is impractical and inappropriate. Therefore, Buyer and Seller shall at Closing jointly impose the Restrictions on the entire Project Site (ahead of any mortgage, indenture, lease, new easement, other conveyance or encumbrance and ahead of any transfer or assignment of any new interest in the Project Site or part thereof to any other person), with Seller's having the right to enforce the Restrictions as to the entire Project Site the same as if it were the seller thereof, not just the seller of the Property, and were alone imposing the Restrictions on the entire Project Site. However, if the Reverter occurs and Buyer and/or an Authority do not end up with fee title to the entire Project Site, the Restrictions shall only remain in full force and effect as to the portion of the Project Site owned in fee by Buyer and/or an Authority with the same force and effect as if imposed initially only on such portion of the Project Site owned in fee by Buyer and/or an Authority. Seller hereby approves (i) the Prospect and (ii) as to the improvements to be constructed with the Facility, (aa) a building height not exceeding ninety (90) feet and (bb) a metal sandwich construction for the external skin. If the Reverter occurs, neither the Purchase Price nor the Fee shall be refunded by Seller to anyone because Buyer and/or an Authority will have fee title to the Property. For the purpose of paragraph 1 and this paragraph 11(h), the reference to "Buyer" shall include the City and/or the County.

(i) **Survey.** The Survey shall be prepared by an Alabama licensed land surveyor approved by Seller, whose approval shall not be unreasonably withheld, delayed or conditioned, and shall be certified to, among others, Seller and Buyer. Buyer shall at no charge to Seller provide Seller three (3) copies of the Survey within five (5) days of receipt thereof from the surveyor. The Survey shall in all events meet the minimum technical standards for Alabama land surveys. At Closing, Seller shall pay the lesser of $500 or half the cost of the Survey towards the cost of the Survey.

(j) **Joint and Several Liability.** The parties constituting Buyer shall have joint and several liability under this Agreement.

(k) **Condition Precedent.** It is expressly agreed and understood that each of the Chairman of The Industrial Development Board of the City of Montgomery for Seller, the Mayor of the City for the City and the Chairman of the Montgomery County Commission for the County may, at their option, execute and deliver this Agreement but that the obligations, liabilities and agreements of Seller, City and County shall not be binding and enforceable unless and until approved by the respective governing bodies of Seller, City and the County.

[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:

The Industrial Development Board of the City of Montgomery

By: ______________________
Its Chairman

Date Executed: July 16, 2010

WITNESSES:

____

____

BUYER:

City of Montgomery, Alabama

By: ______________________
Its Mayor

Date Executed: July 16, 2010

WITNESSES:

____

____

Montgomery County

By: Montgomery County Commission

By: ______________________
Its Chairman

Date Executed: July 16, 2010

WITNESSES:

____

____

2-9

EXHIBIT "A"

Attachment: Building Site Plan

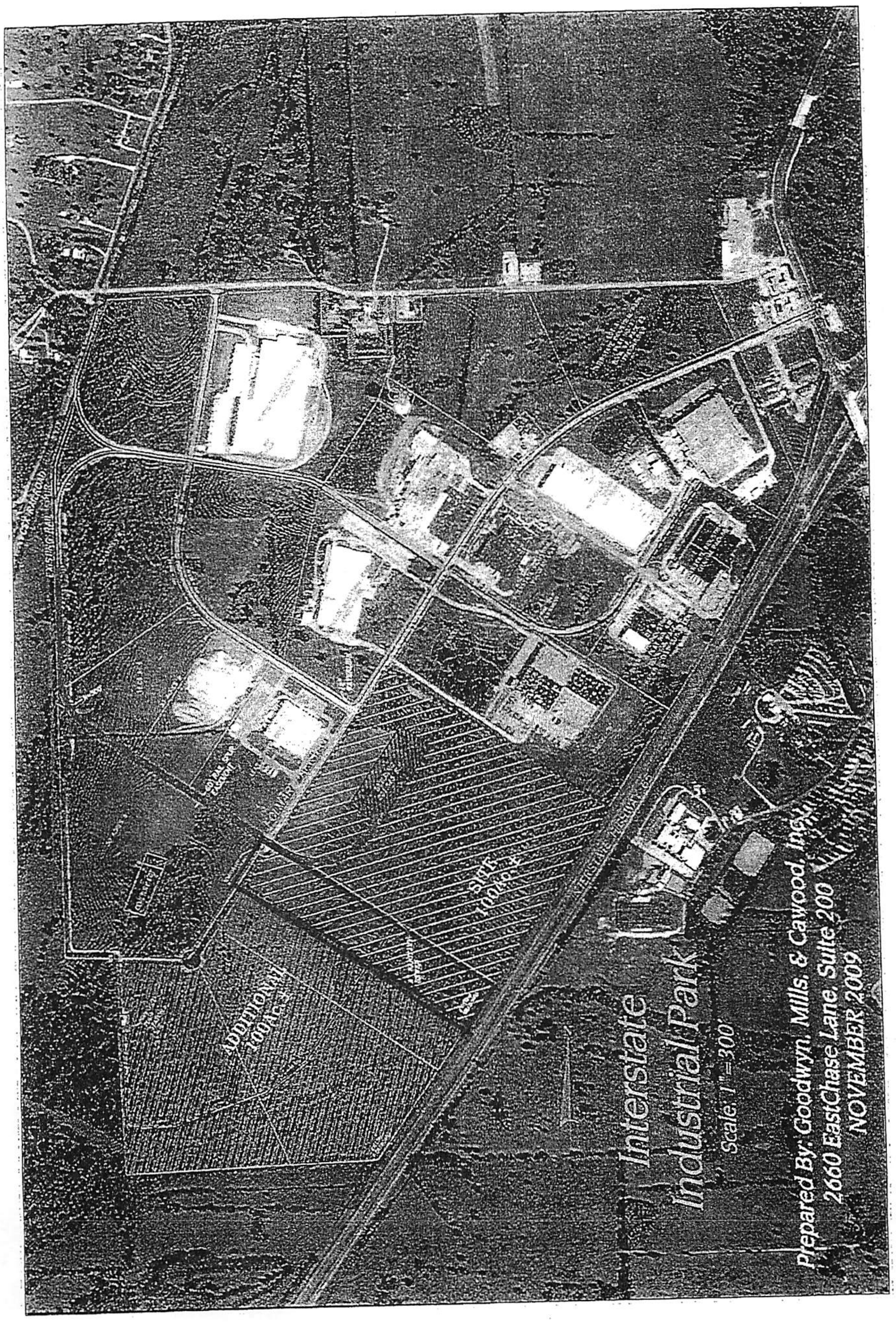

Exhibit "B"

RESTRICTIVE COVENANTS

[SEE THE 4 IMMEDIATELY FOLLOWING PAGES]

2-11

Interstate Industrial Park
Montgomery, AL

INTERSTATE INDUSTRIAL PARK

COVENANTS AND RESTRICTIONS

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

ADVISORY COMMITTEE:

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

USES PERMITTED:

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

1. Uses considered dangerous or unsafe such as explosives,

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

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

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

REPLATTING:

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

OPEN SPACE REQUIREMENTS:

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

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

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

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

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

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

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

BUILDING DESIGN:

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

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

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

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

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

SIGNS:

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

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

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

PARKING FACILITIES:

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

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

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

2. Parking in relation to floor area (worker density):
 1 space for each 1,000 square foot of gross floor area used for warehousing and distribution
 1 space for each 500 square foot of gross floor area used for manufacturing
 1 space for each 250 square foot of office floor area

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

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

OFF STREET LOADING:

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

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

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

LANDSCAPE TREATMENT:

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

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

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

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

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

***** END OF COVENANTS AND RESTRICTIONS *****

The Industrial Development Board
of the City of Montgomery
Post Office Box 14
Montgomery, Alabama 36101-0014

50032-015
#22.651

EXHIBIT "C"

2-16

Agenda

JUL 2 6 2010

PROJECT AGREEMENT

BY

And

AMONG

The State of Alabama,

The City of Montgomery,

Montgomery County, Alabama,

The Industrial Development Board of the City of Montgomery,

and

Hyundai Electric Systems Alabama, Inc.

3-1

PROJECT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

(c) Not later than December 31, 2013 (the "Initial Jobs Target Date"), the Company shall employ at least three hundred (300) Full-Time Employees (as that term is defined herein) at the Facility (such number of Full-Time Employees is referred to herein as the "Initial Jobs Target"), with an average hourly wage at least equal to $18.00 per hour (the "Wage Target").

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

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

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

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

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

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

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

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

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

(m) The Company shall cause to be constructed on the Project Site in the location mutually approved by the Company and State and Local Governments a 16,000 square foot training facility ("Training Facility") substantially in accordance with the plans and specifications established by the Company, subject to the Mortgage and the Permitted Exceptions. The Company shall lease the Training Facility for no consideration and without the payment of rentals by or from the Authority or the Local Governments and containing such other terms and conditions as are mutually approved ("Lease"), and the Authority shall be permitted to further sublease the Training Facility to AIDT for a period of three (3) years from and after the date of the issuance of the certificate of occupancy for the Training Facility.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **Other State Incentives**

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

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

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

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

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

7. **Commitments of the IDB**

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

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

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

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

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

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

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

8. **Commitments of the Local Governments**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the State of Alabama:

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

With copy to:

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

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With copy to:

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

To Montgomery County:

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

With copy to (which shall not constitute notice):

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

To the City of Montgomery:

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

With copy to (which shall not constitute notice):

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

To The Industrial Development Board of the City of Montgomery:

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

With copy to (which shall not constitute notice):

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

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

To The Company:

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

With copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

STATE OF ALABAMA

By: Bob Riley
Bob Riley, Governor

DATE: July 16, 2010

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

CITY OF MONTGOMERY

By:________________________________

As its Mayor

DATE: July 16, 2010

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

MONTGOMERY COUNTY, ALABAMA

By: Montgomery County Commission

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

DATE: July 16, 2010

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

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THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF MONTGOMERY

By: ______________________
As Its Chairman

DATE: July 16, 2010

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

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HYUNDAI ELECTRIC SYSTEMS ALABAMA, INC.

By:______________________________
As Its Chairman

DATE: July 16, 2010

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

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EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

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

PARCEL 2:

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

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

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

DATE: ____________________________

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

FROM RECIPIENT: ____

RE: PROJECT ____

PROJECT AGREEMENT DATED: _______________________________

AMOUNT REQUESTED: $_______________________________

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

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

HYUNDAI ELECTRIC SYSTEMS ALABAMA, INC.

By: ____________________________
Its: Authorized Representative

EXHIBIT C
AIDT Letter

See Attached.

AIDT
ISO 9001: 2008

One Technology Court • Montgomery, AL 36116-3200

May 27, 2010

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

Dear Mr. Lee:

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

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

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

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

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

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

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

Mr. Zino Lee
Page Two
May 27, 2010

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

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

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

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

Sincerely,

Ed Castile
Director

EC/nj

ATTACHMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

Total **$3,059,000**

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

EXHIBIT D
PERMITTED EXCEPTIONS

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

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

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

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

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

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

COVENANTS AND RESTRICTIONS

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

ADVISORY COMMITTEE:

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

USES PERMITTED:

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

1. Uses considered dangerous or unsafe such as explosives,

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

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

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

REPLATTING:

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

OPEN SPACE REQUIREMENTS:

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

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

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

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

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

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

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

BUILDING DESIGN:

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

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

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

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

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

SIGNS:

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

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

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

PARKING FACILITIES:

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

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

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

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

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

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

1 space for each 250 square foot of office floor area

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

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

OFF STREET LOADING:

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

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

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

LANDSCAPE TREATMENT:

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

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

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

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

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

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
JUL 26 2010

July 21, 2010

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer SK
Risk Manager

SUBJECT: Memorandum of Agreement – Sharing of On-Site Primary Care Clinics

On June 28th, I discussed with the County Commission the sharing of three on-site clinics between the County Commission, the Montgomery Water Works, and the City of Montgomery. I have enclosed the memorandum of agreement for the Commission's review. It has been reviewed by Thomas Gallion.

I am requesting that you place this item on the next agenda for the Commission's approval.

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

MEMORANDUM OF AGREEMENT - SHARING OF ON-SITE PRIMARY CARE CLINICS

between

THE MONTGOMERY COUNTY COMMISSION

and

THE CITY OF MONTGOMERY, ALABAMA

and

MONTGOMERY WATER WORKS AND SANITARY SEWER BOARD

This Agreement, executed by and between the Montgomery Water Works and Sanitary Sewer Board (hereinafter referred to as "Board"), the Montgomery County Commission (hereinafter referred to as "County"), and the City of Montgomery, Alabama (hereinafter referred to as "City"), this the 2nd day of August 2010, which supercedes and replaces that certain Agreement between the City of Montgomery and the Montgomery County Commission dated September 21, 2009.

Whereas, there is a recognized need to promote wellness by the City, the County, and the Board through the provision and management of on-site primary care clinics for participants of the respective healthcare plans, the City, the County, and the Board hereby enter into this Agreement effective August 2, 2010.

Now, therefore, the City, the County, and the Board intending to be mutually bound and in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

I. Location of Clinics

The location of the Primary Care Clinics to be used by the participants of the City, the County, and the Board Healthcare Plans are as follows:

A. 300 South Hull Street, Montgomery, Alabama
B. 4725 Mobile Highway, Montgomery, Alabama
C. 3845 Interstate Park, Suite 1, Montgomery, Alabama

II. Responsibility of the County

The County will assume the utility, property / lease and insurance costs associated with, and will be financially responsible for liability, if any, accruing from, incidents occurring at or connected with the premises located on 300 South Hull Street, Montgomery, Alabama.

III. Responsibility of the City

The City will assume the utility, property / lease and insurance costs associated with, and will be financially responsible for liability, if any, accruing from, incidents occurring at or connected with the premises located on 4725 Mobile Highway, Montgomery, Alabama.

IV. Responsibility of the Board

The Board will assume the utility, property / lease and insurance costs associated with, and will be financially responsible for liability, if any, accruing from, incidents occurring at or connected with the premises located on 3845 Interstate Park, Suite 1, Montgomery, Alabama.

V. Cost of Medical Supplies, Equipment and Personnel of the On-Site Clinics

The cost of medical supplies, equipment and personnel will be based on utilization of the clinics and is specified in a separate agreement with the Management company.

VI. Term

The term of this Agreement shall begin on August 2, 2010, and continue for a three year period. At the end of that period, the Agreement will automatically renew unless the City, the County or the Board gives written notice at least 90 days prior to the expiration of the Term to the other parties requesting a desire to terminate the Agreement.

VII. Insurance

The City, the County, and the Board shall maintain insurance against personal injury and property damage claims at their respective premises described in paragraphs II, III and IV.

VIII. Termination

The City, the County, or the Board may terminate this Agreement at any time for any reason upon ninety (90) days prior written notice to the other parties.

The Agreement may also be terminated by the mutual agreement of the parties hereto upon execution of a writing evidencing their intention to terminate said Agreement.

IX. Controlling Law

The Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Alabama. This Agreement may not be altered or amended except in writing signed by the parties in the Agreement.

{Execution on Following Page}

THE CITY OF MONTGOMERY

By: ______________________________
Todd Strange, Mayor

Date: ______________________________

MONTGOMERY COUNTY COMMISSION

By: ______________________________
Elton Dean, Chairman
Montgomery County Commission

Date: ______________________________

MONTGOMERY WATER WORKS AND SANITARY SEWER BOARD

By: ______________________________
Richard E. Hanan
Chairman

Date: ______________________________

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

Agenda

JUL 26 2010

2010 JUL 14 AM 10:01

MONTGOMERY COUNTY COMMISSION

July 14, 2010

TO: Donnie Mims – County Administrator
Montgomery County, Alabama

RE: Commission Agenda Item –
Request for Commission Review and Approval of
2010-1011 Annual Community Corrections Plan

Mr. Mims:

Under the direction and guidance of the Montgomery County Community Punishment and Corrections Authority (MCCPCA), the Montgomery County Community Corrections Department has prepared its annual Community Corrections Plan for submittal to the Montgomery County Commission and the Department of Corrections for approval. The MCCPCA met on July 13, 2010 and voted to recommend to the County Commission that the proposed Plan be approved by the Commission. The approval of annual Community Corrections Plans by the County Commission and Alabama Department of Corrections are mandated for the Agency to receive continued State funds for Jail/Prison diversion felons on Community Corrections Supervision.

Community Corrections provides a variety of beneficial services to the Courts and the community which include: Pre-Trial Release, Community Service Restitution, County Probation, Drug Court support, GPS Electronic Monitoring of Offenders, administration of the E.V.E.N. Domestic Violence Education/Intervention Program and coordination and direct supervision of felony offenders diverted from incarceration in State prison. Our agency provides vital offender monitoring, referral and supervision services to offenders predicated to help these individuals live a drug and crime free lifestyle while ensuring public safety. Citizens of the State of Alabama benefit from the cost savings of placing non-violent offenders on Community Supervision in lieu of more costly incarceration.

The Montgomery County Community Corrections Department relies greatly on the administrative and financial support it receives from the Community Corrections Division of the Alabama Department of Corrections in order to provide these services and to help safeguard public safety while maintaining offender accountability.

The Community Corrections Plan requires the submittal of evidence of written approval of the Community Corrections Plan on the part of the County Commission. Please place the review and approval of the annual Community Corrections Plan on the Agenda for the July 26th, 2010 Commission Meeting.

Respectfully submitted,

Paul H. Brown

Paul H. Brown – Executive Director

MONTGOMERY COUNTY COMMISSION
Office of Public Affairs
101 S. Lawrence Street, Montgomery, AL 36104 Tel. (334) 832-1270 Fax (334)-832-2533

Agenda
JUL 26 2010

July 20, 2010

To: Donnie Mims
County Administrator

From: DiDi Henry DH
Public Affairs Director

Re: Website Links Policy

Please find attached the proposed County ***Website Links Policy***, which I presented to the Commission during my Public Affairs report at the last commission meeting. Our new website will contain links to other internet sites and resources, as a convenience to the viewers. The Policy provides the requirements regarding linking to and from the County's website. Similar Website Links Policies are being used on County and City websites nationwide.

Lou Ialacci and I have worked together on the document, and Lou has agreed that the document would provide valuable information and serve as a safety net for the Commission.

I am asking that the Commission approve the Website Links Policy for use on the County's website. Please let me know if you have any questions.

Thank you.

Website Links Policy

This policy sets out requirements in regards to linking from and to the Montgomery County official website.

The Montgomery County website contains links to other Internet sites and resources as a convenience to the viewer. Montgomery County is not responsible for, and accepts no liability for, the availability of these outside resources. Linked websites are not under the control of, nor maintained by, Montgomery County and the County is not responsible for the content of these websites, which can and do change frequently; nor for any internal links the displayed websites may contain. In addition, the inclusion of a linked website does not constitute an endorsement or promotion by the County of any of these sites or materials found there.

Viewers should also be aware that Montgomery County is not responsible for the privacy practices of those sites when linked to them through the County's website. Viewers must be aware when they leave the County's website via links to other sites, the information found is beyond the scope of County's control. These other sites may send their own cookies to users, collect date or solicit personal information. Viewers should read the privacy statements on these linked websites.

Links to Other Sites

The purpose of the Montgomery County website is to promote the programs, services, policies and objectives of Montgomery County. The County reserves the right to refuse any website link or to delete links already posted at any time, in conformance with this policy, without notice.

Any request for an external link will undergo review to determine its relevance and appropriateness, using the following criteria:

The County will consider providing a link to the following types of websites, but not limited to:

- a federal, state or local governmental agency or public school;
- a community organization that receives funding from the Montgomery County Commission;
- a City board, commission or committee;
- agencies, organizations and companies sponsoring or otherwise participating in County activities as related to that activity;
- non-profit organizations that provide a public service to the community;
- organizations that provide life-sustaining, public safety and public health information;
- an established news-gathering organization, being either a newspaper of regular, paid circulation, a radio station that provides local news regularly, or television station that provides local news regularly and

maintains a national network affiliation; and local "web portals" which direct users to community services in the Montgomery County viewing area.

The County will not consider providing a link to the following types of websites, but not limited to:

- businesses or non-profit organizations unless they fit any of the criteria stated above;
- political campaigns and endorsements;
- political organizations or other organizations advocating or opposing a local, state or federal issue or ballot proposal;
- adult material
- promotion of illegal materials or information, such as hate speech or obscene content;
- religious organizations or the promotion of religious information; and
- individual or personal websites.

Certain private websites to which Montgomery County may provide an external link may include advertising or promotional material in the information display. Montgomery County is not responsible for nor supports or promotes such advertising.

Links to the Montgomery County Website

It is not necessary to obtain advance permission to link to the Montgomery County website if you are making a simple link to the homepage. Please note the Montgomery County website may change URLs and subpage paths at any time.

Links to the County's website must not be made within frames or otherwise present the County's content as that of an outside site. Any link to the County's site should be a full forward link that passes through the client browser to the County's site unencumbered. The BACK button should return the viewer to the external website, if they wish to back out of the County's website. Although content on the County's website is public information, Montgomery County maintains and will defend a copyright interest in these pages.

Do not link directly to individual graphics or tables within the County's websites, especially in an effort to place the downloading burden on the County's server. Such action may be considered a misuse of County resources. Contact the Montgomery County I.S. Department to get permission to use a copy of County's graphics on external websites.

Removal Process

Montgomery County may remove any external link for the following reasons:

- the website no longer fits the aforementioned criteria;

- the link no longer points to the original information or resources for which it was approved;
- the link points to information that is inaccurate, misleading or otherwise violates the aforementioned criteria;
- access to the information has become difficult due to non-standard formatting, lengthy download times or intrusive advertising; and
- the link is permanently unreachable or remains unavailable for a lengthy period.

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
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Agenda
JUL 26 2010

July 26, 2010

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator DLM

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

I am requesting authority to reprogram the following from fund code 001-59320-498 (Agency, Miscellaneous Appropriations) to:

C-2010-86: Montgomery County Recreation Department, for Girls Scouts of Southern Alabama, Inc., for Centsability Program - $500; (Wilson)

C-2010-87: Montgomery Symphony Orchestra, for Music Education and Musical Enrichment Programs for All Ages - $1,000; (Wilson)

C-2010-88: Montgomery Ballet, for Promotion of Arts in Education and Arts Opportunities for Citizens of Montgomery County - $1,000; (Wilson)

C-2010-89: Alabama Dance Theatre, for Free Admission for Title One Economically Disadvantaged SchoolChildren and Twenty Montgomery Area Outreach Organizations to the Production of "Celebration of the Season", Also to Fund a Teacher Workbook Preparing Each Student for the Performances - $1,000; (Wilson)

C-2010-90: Montgomery County Recreation Department for, Freedom Forums, Inc., to Continue Operations of Drug Awareness Programs - $500; (Wilson)

DLM/tll

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Agenda
JUL 26 2010

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services

DATE: July 21, 2010

SUBJECT: Invitation to Bid No. 51901-10B-021,
Custodial Services for Annex 2

Request approval of award to the third low bid of Cannon Janitorial Service for the annual amount of $27,639.96, be placed on the agenda for the County Commission meeting on July 26, 2010. (copy of spread sheet attached)

The first low bid, Touch of Class Janitorial, and the second low bid of Summit Cleaning, did not meet the requirement spelled out in the bid that stated, "Contractor shall furnish the County Commission with five (5) references, which shall be attached to the bid when submitted to Montgomery County."

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

Your approval is appreciated.

Attachment

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO. 51901-10B-021 ISSUED: JULY 7, 2010 BID OPENING: JULY 20, 2010 COUNTY COMMISSION TERMS OF PAYMENT / DISCOUNT:				Touch of Class Janitorial - Attn: Timothy Brown - Phone #538-3811; Fax #356-9356		Summit Cleaning - Attn: Norman Estes - Phone #312-2232; Fax #649-7625		Cannon Janitorial Service - Attn: Orlando Cannon - Phone #315-7222; Fax #None		Penn & Sons, Inc. - Attn: Willie Penn - Phone #272-0411; Fax #272-8003		E & J Janitorial - AttN: Elvis Wilson; Phone #334-5463535; Fax # -None	
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
	FURNISH ALL	MO	12	$1,290.66	$15,487.92	$2,091.00	$25,092.00	$2,303.33	$27,639.96	$2,635.92	$31,631.04	$5,000.00	$60,000.00
	NECESSARY LABOR,												
	SUPPLIES AND												
	MATERIALS TO												
	PERFORM												
	CUSTODIAL SERV.												
	ANNEX 2												
	125 WASHINGTON												
	AVE.												
	NO BIDS												
	LOFTON CLEANING;												
	AMSAN												
				DISQUALIFIED		DISQUALIFIED						DISQUALIFIED	
				NO REFERENCES		NO REFERENCES						NO REFERENCES	
	39 BIDS MAILED											NO BID BOND	
TOTAL BID AMOUNTS					$15,487.92		$25,092.00		$27,639.96		$31,631.04		$60,000.00

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Notes:

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda
JUL 26 2010

Request # 8

Date: July 9, 2010

To: Donald L. Mims, Administrator

From: Sherrill R. Thomas, Finance Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Alabama

Departure Date: August 17, 2010 Return Date: August 17, 2010

Conference Leave (Days / Hours): 4 hours

Purpose of Travel: Attend ASCPA Course-Annual Update for State and Local Governments

Qualifies toward 40 hours of CPE required annually for CPA license.

Traveler (s) Name: 1. Sherrill Thomas 2. 3. 4. 5. 6.

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

Total (est.) Cost: $220.00 Advance Registration Required: $145.00

Department Name: Finance Fund Name: General

Additional Comments: Registration $145 Mileage $75

To: Sherrill R. Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 07/26/10 reimbursement of actual and necessary expenses in the approximate amount of $220.00 and advance registration of $145.00 is authorized.

To be completed by the Finance Department		
Fund Code:	001-51110-265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$2,800.00	
Approved Requests:	$604.00	
Budget Available:	$2,196.00	
Current Requests:	$220.00	
Budget Balance:	$1,976.00	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 7/9/2010

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

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JUL 26 2010

Request # 37

Date: July 12, 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: August 8, 2010 Return Date: August 20, 2010

Conference Leave (Days / Hours): 10 days

Purpose of Travel: Basic Technical Services/Video Surveillance Operations

Traveler (s) Name:
1. Dennis Smithee
2.
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle	X	Commercial Air	
Private Vehicle		Other (Specify)	

Total (est.) Cost: $200.00 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. 07/26/10 reimbursement of actual and necessary expenses in the approximate amount of $200.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-52110.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$20,000.00
Approved Requests:	$13,816.84
Budget Available:	$6,183.16
Current Requests:	$200.00
Budget Balance:	$5,983.16

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 7/12/2010

cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

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Agenda
JUL 26 2010

Request # 38

Date: July 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: Auburn, AL

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

Conference Leave (Days / Hours): 3 days

Purpose of Travel: DUI/Traffic Safety Conference

Traveler (s) Name: 1. Lieutenant Scott Cone 4. ____
2. ____ 5. ____
3. ____ 6. ____

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

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

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

Additional Comments:

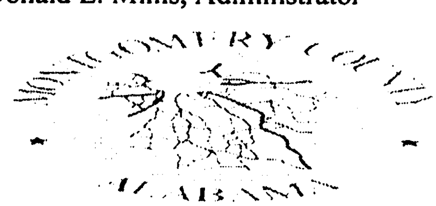
To: Sheriff D. T. Marshall

From: Donald L. Mims, Administrator

The above request is app. 07/26/10 reimbursement of actual and necessary expenses in the approximate amount of $100.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department	
Fund Code:	001-52110-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$20,000.00
Approved Requests:	$14,199.64
Budget Available:	$5,800.36
Current Requests:	$100.00
Budget Balance:	$5,700.36

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 7/16/2010

cc: Finance Director / Buyer

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Appendix C

Montgomery County Commission
Travel / Training Request Approval

Agenda
JUL 26 2010

Request # 39

Date: July 16, 2010

To: Donald L. Mims, Administrator

From: Sheriff D. T. Marshall

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Columbiana, Alabama

Departure Date: August 30, 2010 Return Date: August 31, 2010

Conference Leave (Days / Hours): 2 days

Purpose of Travel: Forensic Cell Phone Data Recovery for Criminal Investigations

Traveler (s) Name:
1. Corporal Rick Thompson
2.
3.
4. Corporal Kenneth Gordon
5.
6.

Check Mode of Transportation:

County Vehicle	X	Commercial Air	
Private Vehicle		Other (Specify)	

Total (est.) Cost: $1,200.00 Advance Registration Required: $590.00

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. 07/26/10 reimbursement of actual and necessary expenses in the approximate amount of $1,200.00 and advance registration of $590.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-52110-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$20,000.00
Approved Requests:	$14,199.64
Budget Available:	$5,800.36
Current Requests:	$1,300.00
Budget Balance:	$4,500.36

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 7/16/2010

cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda
JUL 26 2010

Request # 13

Date: July 15, 2010

To: Donald L. Mims, Administrator

From: Scott Kramer, Risk Manager

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Chicago, IL

Departure Date: October 12, 2010 Return Date: October 15, 2010

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: to attend Self Insurance Institute of America Conference

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

Check Mode of Transportation:

County Vehicle		Commercial Air	X
Private Vehicle		Other (Specify)	

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

Department Name: Risk Management Fund Name: General Liability

Additional Comments: All Expenses paid by SIIA

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 07/26/10 reimbursement of actual and necessary expenses in the approximate amount of $0.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	007-51120-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$16,000.00
Approved Requests:	$4,455.41
Budget Available:	$11,544.59
Current Requests:	$0.00
Budget Balance:	$11,544.59

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 7/15/2010

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

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JUL 26 2010

Request # 16

Date: July 21, 2010

To: Donald L. Mims, Administrator

From: Judge Reese McKinney, Jr.

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Baldwin County

Departure Date: August 5, 2010 Return Date: August 5, 2010

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: To assist new Judge with Accounting System

Traveler (s) Name:
1. Kim Brown
2. Virginia Davis
3. Brenda Robinson
4.
5.
6.

Check Mode of Transportation:

County Vehicle	X	Commercial Air	
Private Vehicle		Other (Specify)	

Total (est.) Cost: $225.00 Advance Registration Required: $0.00

Department Name: Probate Fund Name: 783-51350-265

Additional Comments:

To: Judge Reese McKinney, Jr.

From: Donald L. Mims, Administrator

The above request is app. 07/26/10 reimbursement of actual and necessary expenses in the approximate amount of $225.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	783-51305-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$3,000.00
Approved Requests:	$1,407.70
Budget Available:	$1,592.30
Current Requests:	$225.00
Budget Balance:	$1,367.30

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 7/21/2010

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

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Agenda
JUL 26 2010

Request # 17

Date: July 12, 2010

To: Donald L. Mims, Administrator

From: Kerry Stubbs, Chief Appraiser

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Gulf Shores, Alabama

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

Conference Leave (Days / Hours): 3 days

Purpose of Travel: Attend ACCA Annual Convention, AND breakout sessions

Traveler (s) Name: 1. Jane Reed 4. ____ 2. ____ 5. ____ 3. ____ 6. ____

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

Total (est.) Cost: $400.00 Advance Registration Required: $185.00

Department Name: Appraisal Fund Name: Emergency Mgmt & Dist Bd

Additional Comments:

To: Kerry Stubbs, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 07/26/10 reimbursement of actual and necessary expenses in the approximate amount of $400.00 and advance registration of $185.00 is authorized.

To be completed by the Finance Department		
Fund Code:	784-81986-265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$7,000.00	
Approved Requests:	$175.00	
Budget Available:	$6,825.00	
Current Requests:	$630.00	
Budget Balance:	$6,195.00	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 7/12/2010

cc: Finance Director / Buyer

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Revised October 12, 2005