

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

AUGUST 9, 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:

Probate Judge Reese McKinney, Jr
Revenue Manager Larry Curvin
Sheriff D.T. Marshall
Chamber of Commerce Senior Vice President Ellen G. McNair
City/County Emergency Management Agency Director Steve Jones

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Vice Chairman Ingram

Pledge of Allegiance Led By Commissioner Polizos

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of July 26, 2010

CONSENT AGENDA:

Consider Approval of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Resolution Ratifying the "Liz Claiborne Purchase and Sale Agreement" Executed by Chairman Elton N. Dean, Sr., on 6/28/10, the "Industrial Development Board of the City of Montgomery Purchase and Sale Agreement" Executed by Chairman Elton N. Dean, Sr., on 7/16/10, and the "Hyundai Project Agreement" Executed by Chairman Elton N. Dean, Sr., on 7/16/10 Pursuant to Public Notice of August 2, 2010 in Accordance with Amendment 713 of the Alabama Constitution, County Commission
2. Consider Resolution Authorizing Chairman Elton N. Dean, Sr., to Execute the "Interlocal Funding and Cooperation Agreement between Montgomery County and the City of Montgomery", County Commission
3. Consider Resolution Regarding the "Application for Approval and Authorization to Incorporate Montgomery Economic Development Cooperative District" (1) Approving said Application; (2) Declaring that the Proposed Economic Development Cooperative District be Formed and Authorizing the Applicants to Proceed with Forming said Economic Development Cooperative District, and Further (3) Electing Chairman Elton N. Dean, Sr., and Vice Chairman Reed Ingram as the County's two Initial Directors of the Montgomery Economic Development Cooperative District, County Commission
4. Consider Resolution Regarding Discharging the Assessments on Certain Property within The Waters Improvement District, County Commission
5. Consider Resolutions Electing Directors for The Waters Improvement District, County Commission
6. Consider Board Member Reappointments to the Joint Public Charity Hospital Board, County Commission
7. Consider Environmental Covenant for the Montgomery County Shop as Required by the Alabama Department of Environmental Management, County Commission
8. Consider Wells Action in Mailing Service Contract Regarding Presorting and Delivery of County Mail, Subject to Review by the County Attorney, County Commission
9. Consider Change Order Number 1 with Ingram Construction Company Regarding Montgomery County K-9 Facility, County Commission
10. Consider Change Order Number 1 and Final Payment to Phillips, Inc., Regarding Drainage Repairs at 530 S. Lawrence Street, County Commission
11. Consider to Recognize and Deny Claim Filed by Lela Kemp Lowery as Administrator ad litem for the Estate of Keith Rhenardo Lowery, Detention Facility

12. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
13. Consider Bid Award for Oil Service and Tire Rotation, Bid Number 52110-10C-025, Sheriff's Office
14. Consider Position Fill Request for Clerk Typist II, Tax & Audit Department
15. Consider Travel/Training Requests (9)

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:

Jimmy Smitherman with the Montgomery County Extension Office
Revenue Commissioner Janet Buskey
City/County Public Library Director Jaunita Owes
Juvenile Court Administrator Bruce R. Howell and Juvenile Detention Director Michael Provitt
Risk Manager Scott Kramer

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

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

August 9, 2010

Agenda

AUG - 9 2010

08-09-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 07-30-10

Check Number	To	Check Number
210240		210268
Total Checks Paid		\$83,493.96

CHECK #	PAYEE	AMOUNT	DATE
210233	Bryan's Floor Store	\$ 4,282.91	07/23/10
210234	Trustworthy Services, Inc.	\$12,665.00	07/23/10
210235	International Martial Arts Council	\$ 150.00	07/26/10
210236	Servis First Bank	\$15,461.38	07/26/10
210237	Montgomery Cash & Carry	\$ 1,396.54	07/26/10
210238	Daisy Clarke Bolden	\$ 125.00	07/26/10
210239	Yvonne Riley Kemp	\$ 100.00	07/26/10

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

Agenda

AUG - 9 2010

08-09-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 07-30-10

Check Number	To	Check Number
210269		210306
Total Checks Paid		\$241,746.02

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

MONTGOMERY COUNTY COMMISSION

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

**CHECKS ARE DATED
07/30/10**

Payroll Check Number	104445	To	Payroll Check Number	104633	\$ 156,334.81
Direct Deposits					\$ 860,531.92
Payroll Check Number	104634	To	Payroll Check Number	104650	\$ 226,855.70
Direct Deposits					\$ 66,259.33
Federal Deposits					\$ 343,667.78
Total Payroll Paid					\$ 1,653,649.54

CHECK #

104444

PAYEE

Roy Wylie Granger III

AMOUNT

\$ 3,739.31

DATE

07/16/10

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

RESOLUTION**AUG - 9 2010**

WHEREAS, Montgomery County ("the County") desires to enter into an Agreement ("the Hyundai Project Agreement") with the State of Alabama ("the State"), the City of Montgomery ("the City"), The Industrial Development Board of the City of Montgomery ("IDB"), and Hyundai Electrical Systems Alabama, Inc. ("Hyundai"), a Delaware corporation that is qualified to do business in Alabama and is a wholly owned subsidiary of Hyundai Heavy Industries Co., Ltd. for the purpose of developing an electric transformer manufacturing facility (the "Facility") in Montgomery County;

WHEREAS, the County desires to enter into an Agreement ("the IDB Purchase Agreement") with the City and the IDB for the purpose of the County and City jointly purchasing a twenty (20) acre parcel of land situated in Montgomery County, Alabama from the IDB to be used developing the Facility;

WHEREAS, the County desires to enter into an Agreement ("the Liz Claiborne Purchase Agreement") with the City and Liz Claiborne, Inc., a Delaware corporation, for the purpose of the County and City jointly purchasing an eighty (80) acre parcel of land situated in Montgomery County, Alabama from Liz Claiborne, Inc. to be used developing the Facility;

WHEREAS, the IDB twenty (20) acre parcel and the Liz Claiborne eighty (80) acre parcel will be combined to form the one hundred (100) acre Project Site on which Hyundai is to build the Facility;

WHEREAS, the County, along with the City, will assign all its rights, title and obligations under the IDB Purchase Agreement and the Liz Claiborne Purchase Agreement for the two subject property parcels to the Montgomery Economic Development Cooperative District, a capital improvement cooperative district under Chapter 99B of Title 11 of Code of Alabama;

WHEREAS, the IDB Purchase Agreement and the Liz Claiborne Purchase Agreement are prerequisites and necessary transactions to effectuate and facilitate the Hyundai Project Agreement;

WHEREAS, the Commission has determined that it is in the best interest of the County and its residents for the County to partner with the State, the City, the IDB, and Hyundai to create and facilitate the development of this economic and industrial development project in Montgomery County;

WHEREAS, the Commission believes that the location, construction and operation of the Facility and the additional improvements related thereto will have at least the following public benefits to the County: (1) promotion of economic and industrial development within the County; (2) creation of additional jobs; (3) increasing median wage rates; and (4) expanding the tax base and otherwise promoting the health, welfare and prosperity of the citizens of the County by causing additional industry to locate here;

WHEREAS, the uses of public funds in the Hyundai Project Agreement, the IDB Purchase Agreement, and the Liz Claiborne Purchase Agreement is in consideration of the agreements of Hyundai (as contained in the Hyundai Project Agreement) to construct the Facility within the corporate limits of the Montgomery County, to employ at least 480 Full-Time Employees at certain levels of wages and to maintain such employment levels at such wage rates for specified periods of time and Hyundai's agreement to repay or return certain amounts if such target levels of jobs and wages are not met or if other conditions contained therein are not met;

WHEREAS, the County has given proper legal notice of the Montgomery County Commission's intent to consider and ratify the Hyundai Project Agreement, the IDB Purchase Agreement, and the Liz Claiborne Purchase Agreement at this regularly scheduled meeting of the Commission in accordance with Amendment 713 of the Alabama Constitution by publishing said legal notice in the Montgomery Advertiser on August 2, 2010.

NOW, THEREFORE, BE IT RESOLVED, by the Montgomery County Commission on this 9th day of August, 2010, that the Commission ratifies the Hyundai Project Agreement, the IDB Purchase Agreement, and the Liz Claiborne Purchase Agreement.

APPROVED:

Elton N. Dean, Sr. -- Chairman

Reed Ingram --- Vice Chairman

Ham Wilson, Jr.

Dimitri Polizos

Jiles Williams, Jr.

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, Donald L. Mims, Administrator of Montgomery County, Alabama, do hereby certify that the foregoing is a true and correct copy of a resolution which was duly adopted by the County Commission of Montgomery County, Alabama at its regular meeting held the 9th day of August, 2010.

Montgomery County Administrator

RESOLUTION

WHEREAS, Montgomery County ("the County") desires to enter into an Interlocal Funding and Cooperation Agreement with the City of Montgomery ("the City") to effectuate the formation of a capital improvement cooperative district and to define their respective roles and obligations under certain Agreements to which both are parties in furtherance of the development of an electric transformer manufacturing facility (the "Facility") in Montgomery County;

WHEREAS, the County and the City desire to memorialize their understandings and agreements relating to their agreement to jointly form a capital improvement cooperative district and their respective roles and obligations under the Hyundai Project Agreement, the IDB Purchase Agreement, and the Liz Claiborne Purchase Agreement;

WHEREAS, the County and City have agreed to fund their joint obligations under the Hyundai Project Agreement, the IDB Purchase Agreement, and the Liz Claiborne Purchase Agreement with the County paying a 40% share the City paying a 60% share with respect to those obligations;

WHEREAS, the Montgomery County Commission has determined that it is in the best interest of the County and its residents for the County to partner with the City in furtherance of the creation and development of an economic and industrial development project in Montgomery County, and to define and memorialize their obligations, understandings and agreements related thereto;

WHEREAS, the Montgomery County Commission has determined that it is wise, expedient, necessary, and in the best interest of the County to jointly form with the City a capital improvement cooperative district under Chapter 99B of Title 11 of Code of Alabama with the City, with the name of the District to be the "Montgomery Economic Development Cooperative District;"

NOW, THEREFORE, BE IT RESOLVED, by the Montgomery County Commission on this 9th day of August, 2010, that the Commission authorizes Chairman Dean to execute the Interlocal Funding and Cooperation Agreement on behalf of the County.

APPROVED:

Elton N. Dean, Sr. -- Chairman

Reed Ingram --- Vice Chairman

Ham Wilson, Jr.

Dimitri Polizos

Jiles Williams, Jr.

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, Donald L. Mims, Administrator of Montgomery County, Alabama, do hereby certify that the foregoing is a true and correct copy of a resolution which was duly adopted by the County Commission of Montgomery County, Alabama at its regular meeting held the 9th day of August, 2010.

Montgomery County Administrator

INTERLOCAL FUNDING AND COOPERATION AGREEMENT

THIS INTERLOCAL FUNDING AND COOPERATION AGREEMENT (the "Agreement") is hereby made and entered into as of the ____ day of August, 2010 by and among the **CITY OF MONTGOMERY**, an Alabama body corporate and politic ("City"), and **MONTGOMERY COUNTY, ALABAMA**, a body corporate and politic and Alabama political subdivision ("County").

WITNESSETH:

WHEREAS, the City and County have entered into that certain Project Agreement dated July 16, 2010 by and among Hyundai Electric Systems Alabama, Inc., a Delaware corporation ("Hyundai"), the State of Alabama ("State"), The Industrial Development Board of the City of Montgomery ("IDB"), the City and the County, a copy of which is attached is attached hereto as Exhibit "A" (herein the "Project Agreement"); and

WHEREAS, pursuant to the Project Agreement, the City and County have agreed to jointly provide certain reimbursements to Hyundai for capital expenditures and to provide certain other incentives on the terms and conditions therein contained; and

WHEREAS, the parties hereto have each entered into that certain Purchase and Sale Agreement dated June 28, 2010 with Liz Claiborne, Inc. and that certain Purchase and Sale Agreement dated July 16, 2010 with The Industrial Development Board of the City of Montgomery (collectively referred to herein as the "Purchase Agreements") for the purchase of the Project Site (as defined in the Project Agreement);

WHEREAS, the parties hereto desire to memorialize their understandings and agreements relating to the obligations of the Local Governments (as defined in the Project Agreement) on the terms and conditions herein contained.

NOW, THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the City and County, intending to be legally bound, do hereby agree as follows:

ARTICLE I

DEFINITIONS; REPRESENTATIONS AND WARRANTIES

1.1 **Definitions.** The following capitalized and quoted terms when used herein shall have the meanings set forth below unless a different meaning is clear from the context in which such term is used.

“City” shall have the meaning set forth in the preamble hereto and includes any successor thereto succeeding to its functions.

“City Share” shall mean sixty (60%) percent.

“City Representative” shall mean and refer to the Mayor of the City serving from time to time.

“County” shall have the meaning set forth in the preamble thereto and includes any successor thereto succeeding to its functions.

“County Share” shall mean forty (40%) percent.

“County Representative” shall mean and refer to the Chairman of the Montgomery County Commission serving from time to time.

“Person” shall include any individual, corporation, partnership (whether general, limited or limited liability), joint venture, limited liability company, association, trust, unincorporated organization and any government or any agency or political subdivision thereof.

In addition, capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Project Agreement.

1.2 Representations and Warranties of City.

(a) The City is duly organized and validly existing as a municipal body corporate and politic under the laws of the State of Alabama and has duly authorized by all necessary action the City’s execution, delivery and performance of this Agreement, with such action having been taken at an open meeting duly held after the provision of all applicable notice.

(b) This Agreement constitutes a legal, valid and binding obligation of City, enforceable against City in accordance with its terms. Neither the execution and delivery of this Agreement nor the performance hereof by City requires any consent of, filing with or approval of, notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity), except for such consents, filings, approvals or notices which have already been made or obtained.

(c) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by City violates, constitutes a default under or a breach of (i) the City’s organizational documents or charter; (ii) any agreement, instrument, contract, mortgage or indenture to which City is a party or to which the City or its assets are subject; or (iii) any law, judgment, decree, order, ordinance, rule, regulation, consent or resolution applicable to the City or any of

its assets.

1.3 Representations and Warranties of the County

(a) The County is duly organized and validly existing as a political subdivision under the laws of the State of Alabama and has duly authorized by all necessary action the County's execution, delivery and performance of this Agreement, with such action having been taken at an open meeting duly held after the provision of all applicable notice.

(b) This Agreement constitutes a legal, valid and binding obligation of County, enforceable against County in accordance with its terms. Neither the execution and delivery of this Agreement nor the performance hereof by County requires any consent of, filing with or approval of, or notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity), except for such consents, filing, approvals, hearings, or notices which have already been made or obtained.

(c) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by County violates, constitutes a default under or a breach of (i) the County's organizational documents or charter; (ii) any agreement, instrument, contract, mortgage or indenture to which County is a party or to which the County or its assets are subject; or (iii) any law, judgment, decree, order, ordinance, rule, regulation, consent or resolution applicable to the County or any of its assets.

1.4 Recitals Effect. The recitals set forth above are hereby included as part of this Agreement as is fully set forth herein.

ARTICLE II

HYUNDAI PROJECT

2.1 Funding Obligations of the Project Agreement and Purchase Agreements. The City and County agree to fund their joint obligations under the Project Agreement and the Purchase Agreements, with the City paying the City Share and the County paying the County Share with respect to those obligations. Such payments under the Purchase Agreements shall be made at the respective closings thereunder. Such payments under the Project Agreement shall be submitted as soon as reasonably practicable following the delivery of the Request for Payment, Certificate of Compliance and other documents required under the Project Agreement and as supplemented with other documents reasonably requested by either the City or the County.

2.2 Formation of Cooperative District. Each of the parties hereto agrees that it is wise, expedient and in the best interest of each of the City and County to jointly form

a capital improvement cooperative district under Chapter 99B of Title 11 of Code of Alabama (1975), as amended (herein such cooperative district is referred to as the "District"). The name of the District shall be the "Montgomery Economic Development Cooperative District." There shall be five (5) members of the Board of Directors of the District, with the City being entitled to select and elect three (3) members to the Board of Directors and the County to be entitled to select and elect two (2) members to the Board of Directors for the District. Each of the City and County shall take such actions as necessary to authorize the incorporation of the District under the Act and to cause the District to take such further actions as are necessary to assume the City and County's obligations under the Purchase Agreements and for the City and County to assign all their rights, title and obligations thereunder. The assignment to the District and its assumption of the obligations of the City or County under any agreement shall not in any way relieve or release either party hereto of their funding and performance obligations hereunder, or under the Project Agreement or under either of the Purchase Agreements. The City and County further agree to take any and all actions necessary or required under each of the Purchase Agreements to keep each of the respective Purchase Agreements effective. Each of the parties hereto further agree and consent to the acquisition by the District of the Project Site and to the conveyance by the District, without any consideration therefor from Hyundai, of the Project Site to Hyundai subject to a first mortgage from Hyundai in favor of the District. Each party hereto agrees that, upon dissolution of the District and after paying or making adequate provision for the payment of the debts and liabilities of the District, the remaining assets of the District shall be distributed in the following manner: a sixty (60%) percent undivided interest shall be distributed to City and a forty (40%) percent undivided interest shall be distributed to the County. The parties hereto agree that they may approve amendments to the Certificate of Incorporation to permit the District to be utilized for additional projects all in the manner permitted by the Act.

ARTICLE III MISCELLANEOUS

3.1 Severability; Enforceability. The provisions of this Agreement shall be severable. In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

3.2 Entire Agreement. This Agreement, including any and all exhibits and appendices hereto, contains the entire agreement of the parties regarding the transactions described herein and there are no representations, oral or written, relating to the transactions described herein which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify, or discharge this Agreement, in whole or in part, unless such later agreement is in writing and is signed by all parties hereto.

3.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute but one and the same agreement.

3.4 Binding Effect; Governing Law. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns. No party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other parties hereto. This Agreement shall be governed exclusively by, and construed and interpreted in accordance with, the laws of the State of Alabama.

3.5 Notices. All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of a party to whom the same is directed, or mailed by certified mail, return receipt requested, postage prepaid, or sent by overnight courier, addressed as follows:

If to City: City of Montgomery
103 N. Perry Street, Room 200
Montgomery, Alabama 36104
ATTN: Mayor

If to County: Montgomery County Commission
100 S. Lawrence Street
Montgomery, Alabama 36104
ATTN: Chairman

Any notice or other documents shall be deemed to be received as of the date delivered, if delivered personally, or as of two (2) business days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier.

3.6 No Waiver. No consent or waiver, express or implied, by any party hereto to any breach or default by any other party in the performance by such other party of its obligations hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default of performance of such other party of the same or any other obligations of such party hereunder. Failure on a part of any party to complain of any act or failure to act of another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of such party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any party hereto shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

3.7 Remedies. Whenever any party hereto shall default in the performance of its obligations under this Agreement, the other parties hereto may take whatever legal action (including, but not limited to, actions for damages or actions for specific performance, injunctions or mandamus) that it shall deem necessary or desirable to enforce any agreement or condition contained herein or any other obligation of the defaulting party imposed by law. The parties hereto recognize, and will not object to, an action for specific performance, injunctions or mandamus.

3.8 Headings. The headings and captions used in this Agreement are for convenience of reference only and shall not form a part hereof nor be deemed to limit the provisions hereof.

3.9 No Third-Party Beneficiaries. This Agreement is intended only for the benefit of the parties executing this Agreement, and neither this Agreement nor any of the rights, interests, duties or obligations hereunder is intended for the benefit of any other person or third-party.

3.10 Meaning of Terms. All references in this instrument to designated "Articles" "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed. The terms "herein," "hereof" and "hereunder" and other words of similar import referred to this agreement as a whole and not to any particular Article, section or other subdivision.

3.11 Date of Agreement. The date of this Agreement is intended and as for a date for the convenience of identification of this Agreement and is not intended to indicate that this Agreement was executed and delivered on said date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands on and as of the date first above written by a duly authorized officer thereof.

"CITY":

CITY OF MONTGOMERY

(SEAL)

By: _____
As Its Mayor

Attest:

As Its City Clerk

"COUNTY":

MONTGOMERY COUNTY, ALABAMA

By: MONTGOMERY COUNTY COMMISSION

(SEAL)

By: _____
As Its Chairman

Attest:

As Its County Administrator

EXHIBIT "A"

PROJECT AGREEMENT

See Attached Copy of Project Agreement

AUG - 9 2010

RESOLUTION

WHEREAS, Applicants Christopher S. Simmons, Jeffrey W. Blitz, and Ellen McNair (collectively "the Applicants") have filed with the Montgomery County Commission an Application for Approval and Authorization to Incorporate the Montgomery Economic Development Cooperative District dated July 30, 2010 ("the Application");

WHEREAS, pursuant to the Application, Montgomery County ("the County") and the City of Montgomery ("the City") will be the two proposed members of the Montgomery Economic Development Cooperative District;

WHEREAS, Applicants have requested that the County and City form the Montgomery Economic Development Cooperative District for the initial purpose of acquiring the Hyundai Project Site to satisfy the County's and City's obligations under the Hyundai Project Agreement and to convey the Hyundai Project Site to Hyundai Electric Systems Alabama Inc., and also for the purpose of the Montgomery Economic Development Cooperative District acquiring or constructing such other projects that the Board of Directors of the Montgomery Economic Development Cooperative District may approve or authorize which are located within the corporate limits of the City of Montgomery and the territorial boundaries of Montgomery County, Alabama;

WHEREAS, the Applicants have requested, pursuant to Section 11-99B-3(a)(6), that the Montgomery County Commission adopt a resolution declaring that it is wise, expedient, and necessary that the Montgomery Economic Development Cooperative District be formed and authorizing the Applicants to proceed to form the Montgomery Economic Development Cooperative District by the filing for record of a certificate of incorporation in accordance with the provisions of Section 11-99B-4 of the Code of Alabama;

WHEREAS, the Montgomery County Commission has reviewed the contents of the Application and has determined that the Application satisfies the requirements of Section 11-99B-3 of the Code of Alabama;

WHEREAS, the Montgomery County Commission has determined that it is wise, expedient, necessary, and in the best interest of the County to jointly form with the City the Montgomery Economic Development Cooperative District under Chapter 99B of Title 11 of Code of Alabama;

NOW, THEREFORE, BE IT RESOLVED, by the Montgomery County Commission on this 9th day of August, 2010, that the formation of the proposed Cooperative District on the terms as contained in the Application is wise, expedient and necessary and in the best interests of the County and the Commission hereby authorizes the Applicants to proceed to form the proposed Montgomery Economic Development Cooperative District on behalf of the County by the filing for record of a certificate of incorporation in accordance with the provisions of Section 11-99B-4 of the Code of Alabama;

RESOLVED, FURTHER, that the Montgomery County Commission elects Chairman Elton N. Dean, Sr., and Vice-Chairman Reed Ingram as the County's two initial Directors of the Montgomery Economic Development Cooperative District; and

RESOLVED, FURTHER, that the Montgomery County Commission, for and on behalf of the County, does hereby consent to and authorize the Cooperative District, once formed, to acquire the Hyundai Project Site and to convey the Project Site without consideration from Hyundai except for Hyundai's obligations under the Project Agreement but subject to a first mortgage from Hyundai in favor of the cooperative district

APPROVED:

Elton N. Dean, Sr. -- Chairman

Reed Ingram --- Vice Chairman

Ham Wilson, Jr.

Dimitri Polizos

Jiles Williams, Jr.

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, Donald L. Mims, Administrator of Montgomery County, Alabama, do hereby certify that the foregoing is a true and correct copy of a resolution which was duly adopted by the County Commission of Montgomery County, Alabama at its regular meeting held the 9th day of August, 2010.

Montgomery County Administrator

**APPLICATION FOR
APPROVAL AND AUTHORIZATION TO INCORPORATE
MONTGOMERY ECONOMIC DEVELOPMENT COOPERATIVE DISTRICT**

TO: City Council of the City of Montgomery, as governing body of the City of Montgomery ("City"), and Montgomery County Commission, as governing body, Montgomery County, Alabama ("County")

The undersigned natural persons, do hereby file, as required by Section 11-99B-3 of the *Code of Alabama (1975)*, as amended, with the aforementioned governing bodies of each of the City and County, which public bodies are proposed to be the sole members of the proposed cooperative district set forth below, this Application for Approval and Authorization to incorporate a cooperative improvement district under Chapter 99B of Title 11 of the *Code of Alabama (1975)* (the "Act"), as amended, and as requirements to be set forth in the application sets forth the following:

FIRST: The proposed name of the district to be incorporated is the "Montgomery Economic Development Cooperative District".

SECOND: The proposed projects to be acquired or constructed by the proposed cooperative district are:

A. The initial project or projects proposed to be acquired or constructed by the district consists of the acquisition of approximately 100 acres, more or less, of the real property described in Exhibit "A" attached hereto and such other additional real property adjacent or nearby thereto ("Project Site"), which property is located in the Interstate Industrial Park bordered on the south by Interstate 65 and on the north by Folmar Parkway. This district is proposed to be formed by the authorizing subdivisions as set forth below for the initial purpose of acquiring the Project Site to satisfy its proposed members obligations under that certain Project Agreement ("Project Agreement") dated as of July 16, 2010 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. ("HESA") and to convey such Project Site to HESA, without any payment of consideration therefor, in satisfaction of its members obligations thereunder.

B. The district may acquire or construct such other project or projects (as defined in the Act) that the board of directors of the district may approve or authorize which are located within the corporate limits of the City of Montgomery and the territorial boundaries of Montgomery County, Alabama.

THIRD: The proposed members of the district would be the City of Montgomery, a body corporate and politic (herein referred to as the "City"), and Montgomery County, Alabama, a political subdivision and body corporate and politic ("County"), each being organized or chartered under the laws of the State of Alabama. The general description of the areas in which the district proposes to acquire the project or projects consist of the real property described in

Exhibit "A" attached hereto (including such other additional real property adjacent or nearby thereto), which property is located in the Interstate Industrial Park bordered on the south by Interstate 65 and on the north by Folmar Parkway, and such other location or locations within both the corporate limits of the City and territorial boundaries of the County.

FOURTH: The total proposed number of directors of the board shall initially be five (5) directors. The City, through action of its governing body, shall be entitled to select and elect three (3) members to serve on the Board of Directors of the District, and the County, through action of its governing body, shall be entitled to select and elect two (2) members to serve on the Board of Directors of the District, with each director so selected and elected to serve for such terms as are set forth in the Act. No proposal is made to give any directors proportional voting power based upon the percentage of indebtedness or operating expenses of the district or any other measure for establishing proportional voting power of directors, each director shall have one (1) vote subject to the provisions of the Certificate of Incorporation, the Act and the bylaws, if any, in effect from time to time with respect to the district.

FIFTH: The proposed location of the principal office of the district shall be 103 North Perry Street, Room 200, Montgomery, Alabama 36104, which is located within the territorial boundaries of Montgomery County, Alabama, one of the governing bodies of which this application is being filed as required by Section 11-99B-3(a)(5) of the *Code of Alabama* (1975), as amended.

SIXTH: By signing below, each of the applicants does hereby severally state as to themselves only that such applicant is a duly qualified elector of Montgomery County, Alabama, with respect to which this application is being filed with the governing body thereof.

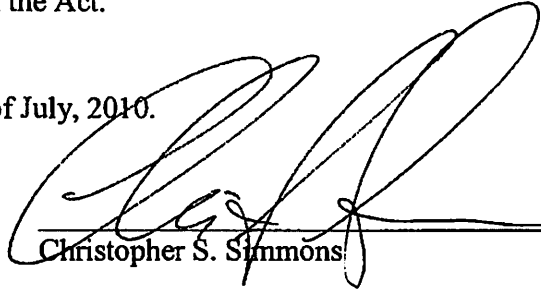
SEVENTH: The applicants do hereby request that each of the aforementioned governing bodies adopt a resolution declaring that it is wise, expedient, and necessary that the proposed district, as proposed herein, be formed and authorizing the applicants to proceed to incorporate the proposed district by filing for record a certificate of incorporation in accordance with and containing the provisions of Section 11-99B-4 and the requirements thereof.

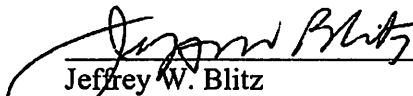
EIGHTH: The following provision for allocation of properties upon dissolution of the district among the members is proposed : "In the event of the dissolution of this District, after the payment, satisfaction and discharge of all of its liabilities and obligations (or after making adequate provision therefor), all of the District's remaining assets and property of every nature and description whatsoever shall be distributed to its members, with sixty (60%) percent undivided interest therein to the City and with a forty (40%) percent undivided interest therein to the County, unless the City and County mutually agree to a different allocation in writing and such allocation is approved by the district's board of directors.

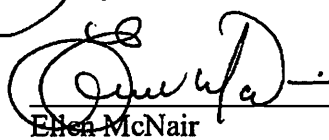
[Execution To Follow On Next Following Page.]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and respectively request that each governing body of the City and County do hereby review and approve this application and authorize the applicants by resolution as required under Sections 11-99B-3(b) and Section 11-99B-4 of the Act.

Done on this 30th day of July, 2010.


Christopher S. Simmons


Jeffrey W. Blitz


Ellen McNair

T:\City of Montgomery_0390\Project Sailboat\Application for Approval and Authorization\Application for Authorization and Approval to Form Greater Montgomery Economic Development District (Draft2).doc

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.

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

D. BRENT WILLS
SARAH S. JOHNSTON
CLINTON D. GRAVES
LESLIE H. PITMAN

OF COUNSEL:
SAMUEL KAUFMAN
GREGG B. EVERETT

* ALSO ADMITTED IN GEORGIA



KAUFMAN | GILPIN | MCKENZIE

KAUFMAN, GILPIN, MCKENZIE, THOMAS, WEISS, PC

Agenda

AUG - 9 2010

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

July 28, 2010

VIA HAND DELIVERY

Mr. Donald L. Mims
Administrator
Montgomery County Commission
100 South Lawrence Street, 3rd Floor
Montgomery, Alabama 36104

Re: The Waters Improvement District
Our File No. 2541.1008

Dear Donnie:

As you are aware, we represent The Waters Improvement District (the "District") established by the County Commission of Montgomery County, Alabama by Resolution adopted June 28, 2004.

As you will recall from the work session for the July 26, 2010 Montgomery County Commission ("Commission") meeting, we presented the Commission with the facts surrounding the transaction currently in progress whereby the District has entered into a Cancellation of Indebtedness and Release (the "Cancellation") with New Waters, L.L.C. ("Holder"). The Holder has agreed to discharge, cancel, extinguish, terminate and release the District from the Loan Agreement dated as of August 30, 2007 entered into between the District and Regions Bank, which is secured by the Assessments filed of public record in the Office of the Judge of Probate of Montgomery County, Alabama.

Pursuant to the Cancellation, the District hereby petitions the Commission for the cancellation and release of the Assessments levied in the Commission's Approving Resolution dated as of April 16, 2007. Enclosed is a proposed draft of a Resolution Discharging the Assessments on Certain Property within The Waters Improvement District (complete with exhibits attached) for your consideration. Please place this item on the agenda for the next Commission Meeting scheduled for August 9, 2010.

Mr. Donald L. Mims

July 28, 2010

Page 2

Please forward a copy of the Resolution approved by the Commission effecting the discharge of assessments to me upon its adoption. If you have any questions concerning this matter, please do not hesitate to contact me.

Yours very truly,

KAUFMAN GILPIN MCKENZIE THOMAS WEISS, PC

A handwritten signature in black ink, appearing to read "R. E. L. Gilpin", written in a cursive style.

Robert E.L. Gilpin

RELG/CDG:bsh

Enclosures

H:\WDOX\CLIENTS\2541\1008\00199397.WPD

**RESOLUTION DISCHARGING THE ASSESSMENTS ON CERTAIN PROPERTY
WITHIN THE WATERS IMPROVEMENT DISTRICT**

WHEREAS, pursuant to that certain Resolution dated as of April 16, 2007 (the "Approving Resolution"), and to the assessment agreement dated as of August 30, 2007 (the "Assessment Agreement"), between The Waters Improvement District (the "District"), an Alabama improvement district, and The Waters at Waugh, LLC (the "Developer"), an Alabama limited liability company, the County Commission of Montgomery County, Alabama (the "Commission") assessed the 2007-A Assessment Property and the 2007-B Assessment Property located within the District and such assessments were filed for public record in the Notice of Assessment filed with the Office of the Judge of Probate of Montgomery County, Alabama, Real Property Book 3624 and Page 660;

WHEREAS, the Assessments are security for that certain Loan Agreement dated as of August 30, 2007, between the District and Regions Bank, an Alabama banking corporation (the "Bank") as amended and assigned to New Waters, L.L.C., a Delaware limited liability company (the "Holder") in the amount of \$5,395,000 (the "Loan");

WHEREAS, the Loan is being cancelled and released by the Holder pursuant to that certain Cancellation of Indebtedness and Release by and between the District and the Holder (the "Cancellation Agreement"), the form of which is attached hereto as Exhibit "A";

WHEREAS, at the request of the District and the Holder, the Commission has determined that the cancellation and release of all such Assessments is in the best interest of the County;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA, AS FOLLOWS:

(1) The recitals set forth in the foregoing preambles are hereby found and declared to be true and correct.

(2) The Commission, at the request of the District and the Holder of the Loan which the Assessments secure, does hereby cancel the Assessments levied in the Approving Resolution.

(3) All necessary and appropriate representatives of the County are directed to take such actions for and on behalf of the County as are appropriate to carry out the intent of this resolution or the Cancellation Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

STATE OF ALABAMA)
 :
MONTGOMERY COUNTY)

I, Donald L. Mims, Administrator of Montgomery County Commission, DO HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution which was duly adopted by the Montgomery County Commission at a regular meeting held the 9th day of August, 2010.

GIVEN under my hand and the official SEAL of Montgomery County, Alabama, this the _____ day of _____, 2010.

By: _____
Donald L. Mims, Administrator

APPROVED: _____, 2010

EXHIBIT "A"

Form of Cancellation Agreement

CANCELLATION OF INDEBTEDNESS AND RELEASE

THIS CANCELLATION OF INDEBTEDNESS AND RELEASE (the "Cancellation Agreement") as entered into as of 20th day of July, 2010 among the Waters Improvement District, an Alabama improvement district (the "District") and New Waters, L.L.C., a Delaware limited liability company (the "Holder") as successor by assignment to the Loan by Regions Bank, an Alabama banking corporation (the "Bank").

WHEREAS, pursuant to that certain Loan Agreement dated as of August 30, 2007, between the District and the Bank, as amended and as assigned to the Holder, the Bank made available to the District, subject to the terms, conditions and amendments thereof, a loan in the amount of up to \$5,395,000 (the "Loan"), attached hereto and made a part hereof as **Exhibit "A,"** relating to the development of infrastructure improvements within the improvement district established for the property located in Montgomery County, Alabama;

WHEREAS, the County Commission of Montgomery County, Alabama (the "Commission"), assessed the 2007-A Assessment Property and the 2007-B Assessment Property located within The Waters Improvement District (the "Assessment Obligations"), as described in **Exhibit "B"** attached hereto and made a part hereof, pursuant to that certain Assessment Agreement dated as of August 30, 2007, between the District and The Waters at Waugh, L.L.C. (the "Developer") and resolution dated as of April 16, 2007 authorized and approved by the Commission (the "Approving Resolution") (the Loan, Assessment Agreement, and Approving Resolution collectively herein referred to as the "Loan Documents");

WHEREAS, the parties to this Cancellation Agreement desire to cancel, terminate, relinquish, discharge, and release any and all liens, obligations, indebtedness, covenants, representations or agreements relating to or arising under the Loan or any documents securing any indebtedness pursuant to such documents or any items otherwise relating to the indebtedness described in such documents (including but without limitation any unpaid principal or interest relating to such documents) (the "Loan and Assessment Obligations");

WHEREAS, the parties desire to discharge, cancel and extinguish the Loan and Assessment Obligations, including all the remaining principal and interest balances and release any and all mortgages and/or liens securing the Loan and Assessment Obligations.

NOW THEREFORE, in consideration of the foregoing and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the parties hereby agree as follows:

1. Effective Date. This agreement shall be effective as of the 9th of August, 2010 upon the approval of the Commission by resolution cancelling the Assessments levied in the Approving Resolution (the "Effective Date").
2. Cancellation of Indebtedness. As of the Effective Date, the Holder hereby discharges, cancels, extinguishes, terminates and releases the Loan.

3. Cancellation of Assessments. The Holder hereby agrees to the cancellation and release of the Assessments by the Commission and authorizes the District to petition the Commission for the cancellations of such Assessments.

4. Release of Mortgage, Liens, etc. As of the Effective Date, the Holder hereby releases and cancels any and all mortgages, liens, security interests, encumbrances and any other rights to any collateral securing the Loan. Any collateral remaining in the possession or control of the District as of the Effective Date shall be free of any liens of the Holder.

5. Release of Indebtedness.

(a) The Holder, in consideration of the agreements set forth herein and as a material inducement therefor, does hereby release, remise and forever discharge the District and their respective attorneys, agents, financial advisors, assigns, heirs, executors, or administrators of and from any and all claims, liabilities, actions, and causes of action, if any, of whatever kind or nature, whether known or unknown, those that are contingent, suspected, or unsuspected, and whether concealed or hidden, which have existed, arising out of or in any way connected with any occurrences, acts, omissions, or transactions involving, directly or indirectly, the Loan, the Loan Documents, or any of the Loan and Assessment Obligations set forth therein, or any other transactions and dealings between or among the District and the Holder.

(b) The District, in consideration of the Holder's agreements as set forth herein, and as a material inducement therefor, does hereby release, remise and forever discharge the Holder and its respective affiliates, parents, divisions, subsidiaries, successors, predecessors, stockholders, officers, directors, agents, employees, attorneys, financial advisors and assigns of and from any and all claims, liabilities, actions, and causes of action, if any, of whatever kind or nature, whether known or unknown, those that are contingent, suspected, or unsuspected, and whether concealed or hidden, which have existed, arising out of or in any way connected with any occurrences, acts, omissions, or transactions involving, directly or indirectly, the Loan, the Loan Documents or any of the Loan and Assessment Obligations set forth therein, or any other transactions and dealings between or among the District and the Holder.

6. Other Actions. The parties further agrees, upon receipt of a written request therefor, to take any and all other actions that are reasonably necessary to cancel the Loan and Assessment Obligations and release and discharge any mortgages or liens securing the same, including but not limited to, filing mortgage cancellations and releases and UCC-3 termination statements with the appropriate probate offices and the secretary of state.

7. Counterparts; Electronic Delivery. To facilitate execution, this Cancellation Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Cancellation Agreement or any required consent to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties thereto. Any signature to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and

thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Delivery of an executed counterpart of this Cancellation Agreement or any required consent by telefacsimile or any other form of electronic transmission shall be equally as effective as delivery of an original executed counterpart thereof. Any party delivering an executed counterpart of this Cancellation Agreement or any required consent by telefacsimile or other electronic means also shall deliver an original executed counterpart of such instrument, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Cancellation of Indebtedness and Release has been duly executed as of the day and year first above written.

WITNESSES:

By: L. Russell Dail
Print Name: L. Russell Dail

DISTRICT:

The Waters Improvement District,
a public corporation organized and existing under the
laws of the State of Alabama

By: Dale Walker, Its: Chairman

HOLDER:

New Waters, LLC,
a Delaware limited liability company

By: L. Russell Dail
Print Name: L. Russell Dail

By: S. Ernest McNeil, Its: Manager

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

D. BRENT WILLS
SARAH S. JOHNSTON
CLINTON D. GRAVES
LESLIE H. PITMAN

OF COUNSEL:
SAMUEL KAUFMAN
GREGG B. EVERETT

* ALSO ADMITTED IN GEORGIA



KAUFMAN | GILPIN | MCKENZIE

KAUFMAN, GILPIN, MCKENZIE, THOMAS, WEISS

Agenda

AUG - 9 2010

2010 AUG - 2 AM 9:54

MONTGOMERY COUNTY
COMMISSION

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

July 28, 2010

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

Re: The Waters Improvement District
Our File No. 2541.1008

Dear Donnie:

We represent The Waters Improvement District (the "District") established by the County Commission of Montgomery County, Alabama by Resolution adopted June 28, 2004.

The current Directors of this District, Dale Walker, Edward V. Welch, Sr., and L. Russell Daniel have each tendered their resignations (copies attached). On behalf of the District, we hereby request that those Directors be replaced by J. Garrett McNeil, James T. Holloway, and Thomas H. Brigham, respectively. We request each of the replacement Directors be appointed to complete the same term of office as the Director that he replaces. Please place this item on the Agenda for the next Montgomery County Commission meeting scheduled for August 9, 2010. Proposed Resolutions for the approval of each new Director and a copy of their bios are attached for your consideration.

Please forward copies of the Resolutions effecting these appointments to me upon their adoption. If you have any questions concerning this matter, please do not hesitate to contact me.

Yours very truly,

KAUFMAN GILPIN MCKENZIE THOMAS WEISS, PC

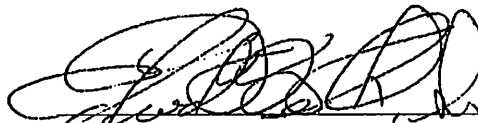
Robert E.L. Gilpin

RELG/CDG:bsh
Enclosures
H:\WDOX\CLIENTS\2541\1008\00197164 WPD

RESIGNATION

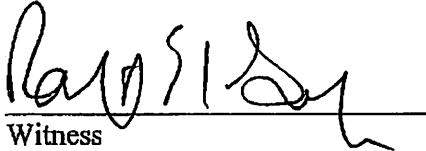
I, Edward V. Welch, Sr., do hereby tender my resignation as an Officer and Director of **The Waters Improvement District**, a public corporation organized under the laws of the State of Alabama, said resignation to be effective upon acceptance by the County Commission of Montgomery County.

DONE, as of the 20th day of July, 2010.



L.S.

Edward V. Welch, Sr.



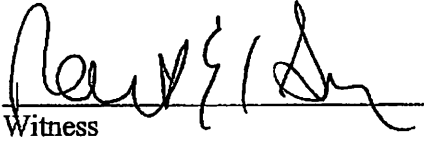
Witness

HA\WDOX\CLIENTS\2541\100800197116.WPD

RESIGNATION

I, **Dale Walker**, do hereby tender my resignation as an Officer and Director of **The Waters Improvement District**, a public corporation organized under the laws of the State of Alabama, said resignation to be effective upon acceptance by the County Commission of Montgomery County.

DONE, as of the 20th day of July, 2010.


Witness

 L.S.
Dale Walker

H:\WDOX\CLIENTS\2541\008\00197116.WPD

RESIGNATION

I, **L. Russell Daniel**, do hereby tender my resignation as an Officer and Director of **The Waters Improvement District**, a public corporation organized under the laws of the State of Alabama, said resignation to be effective upon acceptance by the County Commission of Montgomery County.

DONE, as of the 20th day of July, 2010.

L. Russell Daniel L.S.
L. Russell Daniel

[Signature]
Witness

HA\WDOX\CLIENTS\2541\1008\00197116.WPD

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

WHEREAS, Edward V. Welch, Sr. has been a member of the Board of Directors of The Waters Improvement District;

WHEREAS, Edward V. Welch, Sr. has submitted his resignation as a Director and it has been requested that he be replaced by James T. Holloway; and

WHEREAS, it has been requested that James T. Holloway be appointed to the remainder of the initial term scheduled to expire on December 31, 2012; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA, that James T. Holloway be and is hereby appointed to serve on The Waters Improvement District for the remainder of the initial term, which ends December 31, 2012.

STATE OF ALABAMA)
 :
MONTGOMERY COUNTY)

I, Donald L. Mims, County Administrator of the County Commission of Montgomery County, Alabama, DO HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution which was duly adopted by the County Commission of Montgomery County, Alabama, at a regular meeting held the 9th day of August, 2010.

GIVEN under my hand and the official SEAL of the County Commission of Montgomery County, Alabama, this the _____ day of _____, 2010.

By: _____
Donald L. Mims, Administrator

APPROVED: _____, 2010

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

WHEREAS, Dale Walker has been a member of the Board of Directors of The Waters Improvement District;

WHEREAS, Dale Walker has submitted his resignation as a Director and it has been requested that he be replaced by J. Garrett McNeil; and

WHEREAS, it has been requested that J. Garrett McNeil be appointed to the remainder of the initial term scheduled to expire on December 31, 2011; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA, that J. Garrett McNeil be and is hereby appointed to serve on The Waters Improvement District for the remainder of the initial term, which ends December 31, 2011.

STATE OF ALABAMA)
 :
MONTGOMERY COUNTY)

I, Donald L. Mims, County Administrator of the County Commission of Montgomery County, Alabama, DO HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution which was duly adopted by the County Commission of Montgomery County, Alabama, at a regular meeting held the 9th day of August, 2010.

GIVEN under my hand and the official SEAL of the County Commission of Montgomery County, Alabama, this the ____ day of _____, 2010.

By: _____
Donald L. Mims, Administrator

APPROVED: _____, 2010

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

WHEREAS, L. Russell Daniel has been a member of the Board of Directors of The Waters Improvement District;

WHEREAS, L. Russell Daniel has submitted his resignation as a Director and it has been requested that he be replaced by Thomas H. Brigham; and

WHEREAS, it has been requested that Thomas H. Brigham be appointed to the remainder of the initial term scheduled to expire on December 31, 2010; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA, that Thomas H. Brigham be and is hereby appointed to serve on The Waters Improvement District for the remainder of the initial term, which ends December 31, 2010.

STATE OF ALABAMA)
 :
MONTGOMERY COUNTY)

I, Donald L. Mims, County Administrator of the County Commission of Montgomery County, Alabama, DO HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution which was duly adopted by the County Commission of Montgomery County, Alabama, at a regular meeting held the 9th day of August, 2010.

GIVEN under my hand and the official SEAL of the County Commission of Montgomery County, Alabama, this the ____ day of _____, 2010.

By: _____
Donald L. Mims, Administrator

APPROVED: _____, 2010

THE WATERS IMPROVEMENT DISTRICT

BOARD OF DIRECTORS

	<u>Director Name</u>	<u>Officer</u>	<u>Term Expires</u>
*	Dale Walker	Chairman	12/31/2011
*	Edward V. Welch, Sr.	Vice Chairman	12/31/2012
*	L. Russell Daniel	Secretary	12/31/2010



STATE OF ALABAMA
DEPARTMENT OF PUBLIC HEALTH
DONALD E. WILLIAMSON, M.D. • STATE HEALTH OFFICER

Agenda

AUG - 9 2010

MONTGOMERY COUNTY HEALTH DEPARTMENT

July 16, 2010

Mr. Donald L. Mims, County Administrator
Montgomery County Commission
PO Box 1667
Montgomery, AL 36102-1667

Dear Mr. Mims:

Richard Wilhoite and Henry Frazer have agreed to be reappointed as board members of the Joint Public Charity Hospital Board.

If I can be of any more assistance please let me know.

Sincerely,

James R. Martin, Administrator
Montgomery County Health Department

MONTGOMERY COUNTY
COMMISSION
2010 JUL 21 AM 8:42

6-1

Joint Public Charity Hospital Board

Members:

Term Expires:



Richard Wilhoite
7195 Fanning Mill Road
Grady, AL 36036

10/5/2010



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

10/5/2010

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

10/5/2011

Lynn Breshear
Envision2020
600 S Court Street
Montgomery, Alabama 36106
Work: 269-0224
Cell: 462-0220

10/5/2011

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

10/5/2012

Vivian Hamlett, M.D.
1765 Milly Branch
Pike Road, AL 36064
Home: 334.271.5910
Cell: 334.462.5566

10/5/2012

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

Permanent

Term: 3 years

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

AUG - 9 2010

August 2, 2010

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer SK
Risk Manager

SUBJECT: Environmental Contract Required by ADEM – County Shop

On July 26th, at the last County Commission meeting, I discussed this item with the Commissioners. Over the past several years, ADEM has required monitoring of the sight soil and groundwater contamination located at the County Shop. Recently, as a result of these levels being low, ADEM will no longer require constant monitoring.

ADEM does require that restrictions be placed on the deed prohibiting use of groundwater for potable purposes and requiring appropriate management if contaminated soils are excavated. I have attached an environmental contract prepared by Environmental Materials Consultants to meet this requirement.

The County Attorney, Thomas Gallion, has reviewed this agreement. I am requesting that this item be placed on the next agenda for the County Commission's consideration of approval and signature.

cc: John A. Mitchell, Sr.



July 14, 2010

Montgomery County Commission
P. O. Box 1667
Montgomery, Alabama 36192

Attention: Scott Kramer

Subject: Environmental Covenant
Montgomery County Shop
Montgomery, Montgomery County, Alabama
Facility ID #13516-101-000696, UST 90-09-18

Dear Mr. Kramer;

Enclosed is a prepared Environmental Covenant document for the Montgomery County Shop site located at 1852 Terminal Road as required by ADEM. This document must be executed on Page 4 by Mr. Donnie Mims, and his signature notarized. Upon his signature, if you will call me I will hand deliver the document to ADEM for their review and approval.

Sincerely,
Environmental-Materials Consultants, Inc.

Nancy F. Weed
Project Coordinator

Enclosure



Haskell | Slaughter
attorneys at law

MONTGOMERY OFFICE

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

20100803-15 PM 3:47
HASKELL S LAUGHTER

MEMORANDUM

August 3, 2010

TO: Donnie Mims
John Mitchell
Scott Kramer

TTG

FROM: Tommy Gallion

RE: Montgomery County Shop located at 1852 Terminal Road
Monitoring Well Abandonment Report - ADEM Covenant

I have reviewed your July 12, 2010 memorandum, the July 26, 2010 memorandum from Scott Kramer to you, the June 30, 2010 certified letter from Alabama Department of Environmental Management ("ADEM") to the County regarding the requirements, the June 30, 2010 letter from ADEM regarding the Monitoring Well Abandonment Report dated June 14, 2010, the June 30, 2010 certified letter from ADEM regarding the pre-approved cost proposal #46 for preparation of an environmental covenant and its attachment. I have also reviewed Alabama Uniform Environmental Covenants Act, §§ 35-19-01 through 35-19-14 Alabama Code (1975) as amended.

My legal opinion on this matter as it relates to the County spending \$430 for the preparation of an environmental covenant that will document the restrictions on the deed prohibiting the use of groundwater for potable purposes is that this document is required by law and we actually have no choice.

50051-317
#3831545_1

ELTON N. DEAN, SR.
CHAIRMAN

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July 26, 2010

MEMORANDUM

TO: Thomas Gallion
County Attorney

FROM: Scott Kramer 
Risk Manager

SUBJECT: ADEM – County Shop Covenant

At the request of the Commissioners during the informal meeting today, I am forwarding this information for you to review. I have attached information relating to the monitoring well abandonment report, as well as the covenant to document the restrictions on the deed prohibiting the use of groundwater for potable purposes.

I am requesting a response by August 2, 2010 in order that this item can be placed on the next agenda.

cc: John A. Mitchell
Deputy Administrator

✓ Donald Mims
Administrator

STATE OF ALABAMA)
Montgomery COUNTY)

ENVIRONMENTAL COVENANT

KNOW ALL MEN BY THESE PRESENTS: That pursuant to a Alabama Uniform Environmental Covenants Act, §§ 35-19-1 through 35-19-14, Code of Alabama 1975, as amended, (the "Act") and the ADEM Administrative Code of Regulations promulgated thereunder,

Montgomery County Commission

(hereinafter "Grantor") grants this Environmental Covenant, which constitutes a servitude arising under an environmental response project that imposes activity and/or use limitations, to the following statutory Holder:

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

("ADEM"), (hereinafter "Grantee" or "Holder"), to-wit:

WHEREAS, the Grantor is the owner of certain real property known as Montgomery County Shop located at 1852 Terminal Road, in the City of Montgomery, Montgomery County, Alabama (the "Property"), which was conveyed to Grantor by deed dated 07/30/1996, and recorded in the Office of the Judge of Probate for said County, Alabama, in Deed Book 1683 at Page 28; and,

WHEREAS, the Property is more particularly described as follows: Commence at NE corner
Section 22 Township 16N Range 17E then South 80 feet to POB then Southwesterly 400 feet then
Northeasterly 350 feet then North 85 feet to POB Parcel 11-05-22-01-000-019.000

_____; and,

WHEREAS, a release of petroleum or other motor fuels from an underground or aboveground storage tank has occurred on the Property, designated as ADEM UST Incident No. UST 90-09-18; and,

WHEREAS, pursuant to the Alabama Underground Storage Tank and Wellhead Protection Act of 1988, §§ 22-36-1 through 22-36-10, Code of Alabama 1975, as amended, the tank owner was required to perform environmental response actions pursuant to an ADEM-approved Corrective Action Plan; and,

WHEREAS, the Corrective Action Plan, which was approved following public notice, has now been implemented; and,

WHEREAS, implementation of the approved Corrective Action Plan has achieved risk-based cleanup levels deemed protective of public health and the environment based upon certain use restrictions imposed on the property to limit exposure to petroleum chemicals of concern; and,

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by placing restrictions on the Property in accordance with the approved Corrective Action Plan; and

WHEREAS, further information concerning the UST release and remediation activities, including the Administrative Record, may be obtained by contacting:

Chief, Land Division
Alabama Department of Environmental Management
1400 Coliseum Boulevard
Montgomery, Alabama 36110
(334) 271-7700

NOW, THEREFORE, Grantor hereby grants this Environmental Covenant to the named Holder, and declares that the Property shall hereinafter be bound by, held, sold, used, improved, occupied, leased, hypothecated, encumbered, and/or conveyed subject to the requirements set forth below:

1. **DEFINITIONS**

“Grantor” means the owner of the real property, its successors and assigns in interest.

2. **USE RESTRICTIONS**

Activities that violate the following restrictions shall not take place on the Property without obtaining prior written approval from ADEM:

- (i) use of groundwater for potable purposes is prohibited
- (ii) excavation of any petroleum contaminated soils without proper soil management is prohibited

3. **GENERAL PROVISIONS**

- A. **Restrictions to Run with the Land.** This Environmental Covenant runs with the land pursuant to §35-19-5, Code of Alabama 1975, as amended; is perpetual unless modified or terminated pursuant to the terms of this Covenant or §35-19-9 Code of Alabama 1975, as amended; is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof; inures to the benefit of and passes with each and every portion of the Property; and binds the Owner, the Holders, all persons using the land, all persons, their heirs, successors and assigns having any right, title or interest in the Property, or any part thereof who have subordinated those interests to this Environmental Covenant, and all persons, their heirs, successors and assigns who obtain any right, title or interest in the Property, or any part thereof after the recordation of this Environmental Covenant.
- B. **Notices Required.** In accordance with §35-19-4(b), Code of Alabama 1975, as amended, the Grantor shall send written notification pursuant to Section I, below, upon any of the following events affecting the property subject to this covenant: Transfer of any interest, any proposed changes in the use of the property, any applications for building permits, or any proposals for site work that could affect the subsurface areas. Said notification shall be sent within fifteen (15) days of the listed event.
- C. **Registry/Recordation of Environmental Covenant; Amendment; or Termination.** Pursuant to §35-19-12(b), Code of Alabama 1975, as amended, this Environmental Covenant and any amendment or termination thereof, shall be contained in the ADEM Registry of Environmental Covenants. After an environmental covenant, amendment, or termination is filed in the registry, a notice of the covenant, amendment, or termination may be recorded in the land records in lieu of recording the entire covenant in compliance with §35-19-12(b). Grantor shall

be responsible for filing the Environmental Covenant within thirty (30) days of the final required signature.

D. Right of Access. The Owner hereby grants to ADEM and any other named Holder, its agents, contractors and employees, the right of access to the Property for implementation or enforcement of this Environmental Covenant.

E. Representations and Warranties. Grantor hereby represents and warrants as follows:

- i) That the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided, and to carry out all obligations hereunder;
- ii) That the Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered; or the Grantor has identified all other parties that hold any interest or encumbrance affecting the Property and has notified such parties of the Grantor's intention to enter into this Environmental Covenant.
- iii) That this Environmental Covenant will not materially violate, contravene, or constitute a material default under, any other agreement, document, or instrument to which Grantor is a party, by which Grantor may be bound or affected;
- iv) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property;
- v) That this Environmental Covenant does not authorize a use of the Property which is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant.

F. Compliance Enforcement. In accordance with §35-19-11(b), Code of Alabama 1975, as amended, the terms of the Environmental Covenant may be enforced by the parties to this Environmental Covenant; any person to whom this Covenant expressly grants power to enforce; any person whose interest in the real property or whose collateral or liability may be affected by the alleged violation of the Covenant; or a municipality or other unit of local government in which the real property subject to the Covenant is located, in accordance with applicable law. Failure to timely enforce compliance with this Environmental Covenant or the use or activity limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall limit the regulatory authority of ADEM under any applicable law with respect to the environmental response project.

G. Modifications/Termination. Any modifications or terminations to this Environmental Covenant must be made in accordance with §§ 35-19-9 and 35-19-10, Code of Alabama 1975, as amended.

H. Notices. Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

ADEM

Chief, Land Division
A.D.E.M.
1400 Coliseum Boulevard
Montgomery, AL 36110

GRANTOR

Name Mr. Donald L. Mims
Entity Name Montgomery County Commission
Mailing Address P.O. Box 1667
City, Alabama ZIP Montgomery, AL 36192

I. No Property Interest Created in ADEM. Pursuant to §35-19-3(b), Code of Alabama 1975, as amended, the rights of ADEM under the Act or under this Environmental Covenant, other than a right as a holder, is not an interest in the real property subject to the covenant, nor does the approval by ADEM of this Environmental Covenant create any interest in the real property.

- J. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
- K. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Alabama.
- L. Recordation. In accordance with §35-19-8(a), Code of Alabama 1975, as amended, Grantor shall have this Environmental Covenant, and any amendment or termination thereof, recorded in every county in which any portion of the real property subject to this Environmental Covenant is located. Grantor shall have this Environmental Covenant recorded within fifteen (15) days after the date of the final required signature.
- M. Effective Date. The effective date of this Environmental Covenant shall be the date the fully executed Environmental Covenant is recorded in accordance with paragraph "L" above.
- N. Distribution of Environmental Covenant. In accordance with §35-19-7, Code of Alabama 1975, the Grantor shall, within fifteen (15) days of filing this Environmental Covenant, have a recorded and date stamped copy of same distributed to each of the following: (1) Each person who signed the covenant; (2) Each person holding a recorded interest in the property; (3) Each person in possession of the property; (4) Each municipality or other unit of local government in which the property is located; and (5) Any other person required by ADEM to receive a copy of the covenant. However, the validity of this Environmental Covenant will not be affected by the failure to provide a copy of the Covenant as herein provided.
- O. Party References. All references to ADEM, the Grantor, or other applicable parties, shall include successor agencies, departments, divisions, heirs, executors and/or administrators.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the _____ day of _____, 20____.

Grantor

STATE OF ALABAMA)
_____ COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that

whose name as Grantor is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

This Environmental Covenant is hereby approved by the State of Alabama, Department of Environmental Management.

Dated _____, 20____

By: _____

Chief, Land Division

Alabama Department of Environmental Management

STATE OF ALABAMA)
_____ COUNTY)

I, hereby certify that the foregoing Environmental Covenant has been recorded in the property records of _____ County, Alabama, at Deed Book _____, Page _____.

Dated _____, 20____

By: _____
Clerk, Office of Probate Judge

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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Agenda

AUG - 9 2010

August 5, 2010

MEMORANDUM

TO: Montgomery County Commission

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

RE: Wells Action In Mailing Service Contract

Attached is the Wells Service Contract for your review. This contract will provide for presorting and delivery of County mail to the Post Office with a cost savings of 2.6 cents per piece.

Pending review by the County attorney, I ask that the Commission approve this item at the next meeting on August 9, 2010.

JAM/rw

Attachments

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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August 4, 2010

MEMORANDUM

TO: Thomas Gallion, III
County Attorney

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

RE: Wells Action In Mailing Service Contract

Attached is the above referenced contract for your review. This contract will provide for sorting and delivery of County mail with a savings of 2.6 cents per piece.

Please take appropriate action in this matter to ensure this contract meets the necessary legal requirements. A response before the next Commission meeting on August 9, 2010 is appreciated.

JAM/rw

Attachments

Wells Action In Mailing, Inc.

2511 Midpark Road, Montgomery, AL 36109-1407 (334) 286-4667, (334) 286-6008 FAX

First Class Pre-Sort Service Agreement

(File name Presort Serv Agrmt.Doc) Last revision November, 2008

Contact Person(s): _____

Client Name: _____

Client Address: _____

City, ST, Zip: _____

Client Phone: (____) ____-____ Client Fax: (____) ____-____

☐ Client has signed USPS form 8096 and USPS form 6014

☐ Client has received copy of FASTforward® Processing Services "Required Text Document"

☐ If electing FASTforward® services client has signed appropriate PAF

Wells Action In Mailing, Inc. (WAIM) provides combined and co-mingled pre-sorting/pre-barcoding and Value Added Refund services for both First Class Mail and Standard Class Mail. Through this service, mailings are prepared for presentation to the United States Postal Service (USPS) by processing "finished" mail on USPS-approved Multi-Line Optical Character Recognition (MLOCR) equipment for the purpose of affixing USPS-approved barcodes to the mail pieces and pre-sorting the mail to USPS requirements in order to qualify the mail for reduced postage rates. A co-mingled mailing involves the co-mingling of various mail pieces, including the co-mingling of various Clients' mailings, into a single mailing. A combined mailing involves combining mailings where postage is paid through various methods (permit, meter, pre-cancelled stamp) into a single mailing. A Value Added Refund (VAR) refers to certain monies refunded to WAIM by the USPS for mail for which postage is affixed at one rate and the mail is qualified for a lesser postage amount.

The above named Client desires that certain mail belonging to Client be included in above described mailings prepared by WAIM and that WAIM shall serve as Client's agent with the USPS regarding this mail. Client will realize benefits from inclusion, including having qualified mail prepared in an automated mailing for improved USPS handling and delivery as well as achieving certain savings in postage cost(s).

Client agrees that any mail submitted for inclusion in a mailing described above must meet all applicable rules for inclusion and any mail piece(s) not meeting such rules may be withheld from the mailing. Client understands and agrees the WAIM is bound by the rules and regulations of the USPS in the preparation of said mailings.

Client will provide mail for which postage is paid by:

☒ Meter ☐ Permit ☐ Pre-cancelled stamp ☐ To be metered (separately billable) by WAIM

If postage is paid by Client meter:

USPS requires that WAIM maintain on file all meter license numbers to be used by Client:

 1 Number of Client meters to be used

If City & Zip are not
Montgomery, AL

Meter License Number & brand

City & Zip of meter license

Is drop ship approved?

☐ Attach copy

☐ Attach copy

☐ Attach copy

☐ Attach copy

Attach a meter strip (printed zero money) from each meter to back of this form.

(Client is responsible to notify WAIM of any change in meter(s))

If postage is paid by permit (minimum quantities required)

Permit printed on mail MUST be a valid Montgomery, AL USPS permit and postage MUST be actually paid through WAIM combined mailing permit if combined or co-mingled.

Permit printed on mail is to be:

☐ WAIM permit

☐ Client permit (City/ST _____ Permit # _____)

If postage is paid by pre-cancelled stamp (minimum quantities required):

Stamp denomination MUST be then appropriate USPS pre-cancelled stamp for that class of mail.

Request to Pay Postage Refunds to Presenter of Mail

(Name of Customer)

(hereinafter "the customer") hereby requests the United States Postal Service to accept requests for postage refunds submitted by

Wells Action In Mailing, Inc.

(Name of Presenter)

(hereinafter "the presenter") for postage refunds on the mail of the customer, and to pay refunds found to be due on such mail to the presenter, as specified below.

1. This request applies to all mail of the customer, and on which the customer has paid postage, that is deposited with the Postal Service by the presenter. This request does not apply to mail that is deposited with the Postal Service by persons or entities other than the presenter.
2. For all mail covered by this request, the presenter shall have the exclusive authority to submit to the Postal Service requests for postage refunds, and to receive payment of any such refunds that are determined to be owing because the amount of postage applied to the mail by the customer is in excess of lawful rates. Requests for refunds on such mail may be submitted only at the time of mailing, in accordance with the procedures established in the *Domestic Mail Manual*.
3. The Postal Service assumes no responsibility for maintaining records on the amount of refunds paid to the presenter pursuant to this request, or for the eventual disposition of any such refunds between the customer and the presenter. These are matters of private contractual agreement between the presenter and the customer.
4. This request will remain in force until the Postal Service receives written notification from the customer that this request is revoked.
5. The submission of this request is not required by the Postal Service for the deposit of the customer's mail. This request will, however, permit the Postal Service to accept requests for refunds, made by the presenter on behalf of the customer, pursuant to a voluntary agreement between the customer and the presenter.

(Name)

(Title)

I am duly authorized on behalf of the customer in making this request, and agree to all the terms and conditions of this request on behalf of the customer.

(Signature and Date)

WARNING: The furnishing of false information on this form may result in a fine of not more than \$10,000 or imprisonment of not more than 5 years, or both. (18 U.S.C. 1001)



FASTforward® Notification via Returned Mailpiece Processing Request Form

The collection of information on this Processing Acknowledgement Form (PAF) is required by the Privacy Act of 1974. The United States Postal Service (USPS) requires that each *FASTforward*® licensee have a completed *FASTforward* Notification via Returned Mailpiece Processing Request Form for each of their customers prior to providing the service. The Licensee is also required by the USPS to retain a copy of the completed form for each of its customers and to obtain an updated form from each of its customers at minimum once per year. Any signature upon this form shall be considered valid for all purposes and have the same effect whether it is an ink-signed original or a photocopy or facsimile representation of the original document.

Mail Owner

I, the undersigned, an authorized representative of:

Company Name

Address

City/State/ZIP+4

() -

Telephone Number

Tax Identification Number (TIN)

Name (Please print)

Title

/ /

Signature

Date

do hereby acknowledge that I have received and reviewed the *FASTforward* Information Package supplied to me by _____, a *FASTforward* licensee. I also understand that the sole purpose of the *FASTforward* service is to provide mailpiece address correction service. Mailpieces that obtain address correction information as a result of this process will be separated from my mailing and returned within 24 hours of processing by the licensee, unless I authorize a longer time period in writing. The information provided to me for this service will be used for preparation of future mailings.

FASTforward Licensee

Wells Action In Mailing, Inc.

Business Name (Please print)

Pat Parvin

Name (Please print)

Manager

Title

/ /

Signature

Date

(334) 286 - 4667

Telephone Number

26-3068013

Tax Identification Number (TIN)

***FASTforward*[®]**

Processing Services

- The *FASTforward* file is a consolidated file of move information that on average contains approximately 40 million permanent Change-of-Address (COA) records filed with the US Postal Service. Each record contains the relocating Postal customer's name along with an old and new address. The old address is the one compared to the address on the customer's mailpiece or facsimile for matching purposes and the new address is the one returned, if a match is made, to the mailpiece or facsimile. These records are retained on the file for a thirteen month period from the move-effective date.
- There are three separate and distinct services that may be provided to a mailer by the *FASTforward* Licensee. They are as follows:
 1. Mailpiece redirection due to customer moves via the Licensee's MLOCR equipment (*FASTforward* Forwardable Mailpiece Processing option).
 2. Non-electronic address correction notification via mailpiece facsimiles submitted by a mailer and processed on the Licensee's MLOCR equipment. (*FASTforward* Mailpiece Facsimile Processing option)
 3. Non-electronic address correction notification by return of matched mailpieces via the Licensee's MLOCR equipment. (*FASTforward* Notification Via Returned Mailpiece Processing).
- The source of the *FASTforward* data is a permanent Change-of-Address filed by the relocating postal customer. Approximately 40 million of these COAs are filed annually. The database is updated every week with this information.
- The **new** address supplied by the relocating postal customer must be ZIP+4 codeable to qualify for addition to the *FASTforward* file.
- All mailpiece or facsimile addresses submitted by a *FASTforward* customer are processed by Multiline Accuracy Support System (MASS) certified ZIP+4/DPC Licensee software. However, **new** address (forwarded to) information is provided **only** when a *FASTforward* match to the mailpiece or facsimile name and ZIP+4/DPC coded address is attained.
- The provision of Change-of-Address information is controlled by strict name and address matching logic. To make the best use of the *FASTforward* service, potential customers should understand

FASTforward matching logic. All matches made to the *FASTforward* file require complete address matching logic. Name matching logic is determined by the move type in the data record on the *FASTforward* file that is the candidate for a match.

Move Types and associated Name Logic are:

Individual Match on first name, middle name or initial, surname and title required.

(NOTE: The *FASTforward* customer/mailler can elect to have only individual match logic utilized regardless of the move type in the record when their mailpieces are processed.)

Family Match on surname only.

Business Match on entire business name.

- The *FASTforward* file is comprised of approximately 38% family moves, 57% individual moves, and 5% business moves. The typical profile of the new address information contained in the 40 million COA records on the file is as follows:

- 91.4% are forwardable moves (contain address information)
- 6.6% are moved-left-no-address **
- 1.9% are Post Office Box closed**
- 0.1% are foreign moves **

** The literal "NEW ADDRESS INFORMATION UNKNOWN" is provided in lieu of address information in *FASTforward* Facsimile and Notification Via Returned Mailpiece Processing only.

- A *FASTforward* updated mailpiece renders the delivery address information that has been originally applied obsolete by providing the new forwarding address for the intended recipient.
- Every customer taking advantage of *FASTforward* services must have completed and returned to the *FASTforward* Licensee, depending on the type of service desired, the *FASTforward* PROCESSING ACKNOWLEDGMENT FORM and/or the *FASTforward* FACSIMILE PROCESSING REQUEST FORM and/or *FASTforward* NOTIFICATION VIA RETURNED MAILPIECE PROCESSING REQUEST FORM provided to them by the Licensee.

**FULL AND LIMITED SERVICE PROVIDER
NCOA^{Link}® REQUIRED TEXT DOCUMENT**

FOR COMBINED PAF USE ONLY

Wells Action In Mailing, Inc..is a non-exclusive Licensee of the USPS to provide Limited Service NCOA^{Link} processing.

It is important to note that not all Service Providers can provide the same level of service. Data quantity differs based on license level. Full Service Providers receive the full 48 month data set, while Limited Service Providers receive an 18 month data set. All data fulfillments to Service Providers are provided weekly under direct license from the USPS.

The full NCOA^{Link} file is a consolidated file of move information that on average contains approximately 160 million permanent changes-of-address (COAs) filed with the United States Postal Service (USPS). These COAs are retained on the file for a four-year period from the move-effective date and the file is updated weekly.

Before being added to the NCOA^{Link} file, the **Old** address supplied by the Postal customer must be ZIP + 4 coded. The **New** addresses must be ZIP + 4 coded and validated using the USPS' proprietary database of actual delivery points. (NOTE: The delivery point database does not include NAMES or COA information.) Each delivery point confirmed **New** address is included on the NCOA^{Link} file. If unable to validate the **New** address, the NCOA^{Link} process will indicate that a move exists but will not provide the undeliverable **New** address.

New address information is provided only when a match to the input name and address is attained. The typical profile of the **New** address information contained on the NCOA^{Link} file is as follows:

- 80.92% Forwardable moves containing delivery point confirmed **New** addresses –
New address provided
- 1.18% Moves containing unconfirmed **New** addresses – **New** address not
provided
- 13.80% Moved, left no address
- 3.92% PO Box Closed
- 0.18% Foreign moves

When possible, postal customers who move multiple times within the NCOA^{Link} time period are "linked" or "chained" to ensure that the latest address is furnished when an NCOA^{Link} match is attained. This is not always possible if subsequent COAs are not filed in exactly the same manner as a COA filed previously (e.g., name spelling differences or conflicting secondary information).

The provision of change of address information is controlled by strict name and address matching logic. NCOA^{Link} processing will only provide new address information when queried with a specific algorithm of the name and input address from a mailers address list which matches the information on the NCOA^{Link} Product. Data contained in and information returned by NCOA^{Link} is determined by the name and move type (Business, Individual, or Family) indicated on a Postal customer's Change of Address form.

**FULL AND LIMITED SERVICE PROVIDER
NCOA^{Link®} REQUIRED TEXT DOCUMENT**

FOR COMBINED PAF USE ONLY

The data contained within the NCOA^{Link} Product is comprised of approximately 40% family moves, 54% individual moves, and 6% business moves.

All matches made to the NCOA^{Link} file require a ZIP + 4 coded, parsed input address.

The five types of processing modes are Standard (S); Business and Individual (C); Individual (I); Business (B); and Residential (R).

Standard Processing Mode (S)

- Standard Processing Mode requires inquiries in the following order:
 - Business – Match on business name.
 - Individual – Match on first name, middle name, surname and title required. Gender is checked and nickname possibilities are considered.
 - Family – Match on surname only.
- Under no circumstances shall there be a “Family” match only option.

Business and Individual Processing Mode (C)

- The NCOA^{Link} customer may choose to omit all “Family” match inquiries and allow only “Individual” and “Business” matches to be acceptable. This matching process is also known as C Processing Mode.

Individual Processing Mode (I)

- The NCOA^{Link} customer may also choose to omit “Business” match inquiries when processing individual names for mailing lists that contain no business addresses.

Business Processing Mode (B)

- The NCOA^{Link} customer may choose to process for only “Business” matches when processing a “Business-to-Business” mailing list which contains no residential (Individual or Family) addresses.

Residential Processing Mode (R)

- The NCOA^{Link} customer may choose to omit “Business” match inquiries and allow only “Individual” and “Family” matches to be acceptable under Residential Processing Mode. This matching process is also known as R Processing Mode.

The USPS has opted to remove soundex from the matching logic process. Consequently, the USPS has established a process called the “Rules Table.” This process will produce matches that otherwise would not be possible, i.e. JOHNY and JOHNNY, without the risks associated with soundex.

All nickname possibilities are derived from a standard USPS nickname list. In considering alternate presentations of an input name, only reasonable derivatives of the original input name are acceptable. If an input name and address do not match to NCOA^{Link} and alternative queries are attempted, any variations which obtain NCOA^{Link} matches will be provided to the NCOA^{Link} customer for analysis.

**FULL AND LIMITED SERVICE PROVIDER
NCOA^{Link®} REQUIRED TEXT DOCUMENT**

FOR COMBINED PAF USE ONLY

When a match or a near match of an input name and address to NCOA^{Link} is identified, a standard NCOA^{Link} return code is provided indicating the type of match made or reason that a match could not be made.

The standard output of a USPS NCOA^{Link} process is:

- a) Each original unaltered input name and address as it was presented.
- b) The standardized input address appended with the correct ZIP + 4/DPC, other postal values and any other intelligence flags or footnotes that result from the CASSTM processing segment.
- c) For each mailing address for which there is a match to the NCOA^{Link} Product, a standardized new address with 11-digit Delivery Point Barcode (DPBC) and standard return codes.
- d) When a match is made, the following elements must be returned: the move effective date, the specific name and address utilized in the query that obtained the match, and the move type. The move type is determined by the Interface based on the specific name inquiry utilized to obtain the match.
- e) For each mailing address for which there is not a match to the NCOA^{Link} Product, the Interface shall return all elements as appropriate under items a and b as well as any standard return codes as may be appropriate.
- f) The urbanization name information, when applicable.
- g) The carrier route information for new (updated) addresses.
- h) DPV results for the input address, if requested.
- i) LACS^{Link} results, if requested.
- j) Suite^{Link} results, if requested.
- k) Processing summary report containing information to identify the specific list and the statistics resulting from the NCOA^{Link} process performed on the list.

NOTE: Full Service Providers are required to offer DPV, LACS^{Link} and Suite^{Link} processing. These product offerings are optional for Limited Service Providers.

Although every record must be returned, the format of the records returned by a Service Provider to their clients is determined by a separate agreement between the processor and the customer.

NCOA^{Link} processing has the potential to reduce returned mail, yet the USPS does not make any guarantees, express or implied, on the reduction of such mail. Thus any costs associated with returned mail are the Licensees' and/or their customers' sole responsibility.

An NCOA^{Link} customer with questions about the specific results returned from an NCOA^{Link} process must first contact the processor for explanation and resolution.

**FULL AND LIMITED SERVICE PROVIDER
NCOA^{Link®} REQUIRED TEXT DOCUMENT**

FOR COMBINED PAF USE ONLY

Prior to the processing of NCOA^{Link} data, every customer must have completed and returned to their NCOA^{Link} Licensee the "NCOA^{Link} PROCESSING ACKNOWLEDGEMENT FORM" provided to them by their Licensee or Agent. It is inappropriate to misrepresent any of the information on the form. Punitive action will be taken by the USPS if the customer, agent or licensee is found to have knowingly supplied false information. Depending on the severity of the offense, actions may include litigious or even criminal charges being brought against the offender.

The following trademarks are owned by the United States Postal Service®: CASS, DPV, LACS^{Link}, NCOA^{Link}, Suite^{Link}, United States Postal Service, USPS and ZIP + 4.

RE-DIRECT



MLOCR PROCESSING ACKNOWLEDGMENT FORM

The collection of information on this Processing Acknowledgement Form (PAF) is required by the Privacy Act of 1974. The United States Postal Service (USPS) requires that each *FASTforward*® licensee have a completed PAF for each of their customers prior to providing the service. The Licensee is also required by the USPS to retain a copy of the completed form for each of its customers and to obtain an updated PAF from each of its customers at minimum once per year. Any signature upon this PAF shall be considered valid for all purposes and have the same effect whether it is an ink-signed original or a photocopy or facsimile representation of the original document.

Mail Owner

I, the undersigned, an authorized representative of

Company Name

Address

City/State/ZIP+4

() -

Telephone Number

Tax Identification Number (TIN)

Name (Please print)

Title

/ /

Signature

Date

do hereby acknowledge that I have received and reviewed the *FASTforward* Information Package supplied to me by _____, a *FASTforward* licensee. I also understand that the sole purpose of the *FASTforward* service is to provide mailpiece redirection (via re-addressing) due to customer moves for mailpieces that I have submitted to the licensee for mailing.

FASTforward Licensee

Wells Action In Mailing, Inc.

Business Name (Please print)

Pat Parvin

Manager

Name (Please print)

Title

/ /

Signature

Date

(334) 286 - 4667

26-3068013

Telephone Number

Tax Identification Number (TIN)

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

AUG - 9 2010

August 4, 2010

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator 

SUBJECT: Change Order No. One
Ingram Construction Company
Montgomery County K-9 Facility

Attached is Change Order No. One, received from the architect and contractor for the K-9 Facility construction project. Change Order Number One is comprised of items in the amount of \$8,880.03. This change will increase the original Contract Sum to \$492,833.03.

This change was discussed during the previous Commission meeting and is forwarded to you for your approval at the next County Commission meeting on August 9, 2010. I agree with the recommendations of the architect and contractor and ask the Commission to review the attached documents. Your careful consideration of this matter is greatly appreciated.

JAM/rw

Attachments



AIA® Document G701™ – 2001

Change Order

PROJECT <i>(Name and address):</i> A New K-9 Facility for The Montgomery County Commission Snowdown, Alabama Snowdown, Alabama	CHANGE ORDER NUMBER: 001 DATE: July 28, 2010	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ FIELD: ☐ TCU: ☒
TO CONTRACTOR <i>(Name and address):</i> Ingram Construction, LLC 1775 Taliaferro Trail Montgomery, AL 36117	ARCHITECT'S PROJECT NUMBER: 08-012 CONTRACT DATE: August 17, 2009 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Please refer to Attachment "A" that gives an itemized listing of unforeseen conditions.

The original Contract Sum was	\$	483,953.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	483,953.00
The Contract Sum will be increased by this Change Order in the amount of	\$	8,880.03
The new Contract Sum including this Change Order will be	\$	492,833.03

The Contract Time will be increased by Seventy-two (72) days.

The date of Substantial Completion as of the date of this Change Order therefore is May 24, 2010.

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

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

Wm. Barry Robinson, Architect
ARCHITECT *(Firm name)*
521 Heron Street
ADDRESS
BY *(Signature)*
Wm. Barry Robinson
(Typed name)
7/28/10
DATE

Ingram Construction, LLC
CONTRACTOR *(Firm name)*
1775 Taliaferro Trail
ADDRESS
BY *(Signature)*
Leonard E. Ingram, Jr.
(Typed name)
8/3/2010
DATE

Montgomery County Commission
OWNER *(Firm name)*
P. O. Box 1667
ADDRESS
BY *(Signature)*
Elton N. Dean, Sr.
(Typed name)
DATE

OK
TLC
TCU
8-10

**Attachment "A" for Change Order #1
Montgomery County K-9 Facility
Snowdown, Alabama**

1.	ROW Changes per ALDOT	
	Signs (48sf @ \$12.00)	\$ 576.00
	Arrow Board (1 ea @ \$2,500.00)	2,500.00
	Drums (35 ea @ \$65.00)	2,275.00
	Add'l Asphalt (110 sy @ \$15.20)	1,672.00
	Lime (135 sy @ \$15.00)	2,025.00
	Delete Soil Aggregate Base (135 sy @ \$5.00)	(678.00)
	10" Casing Mat'l only (40 lf @ \$22.23)	889.00
	Re-Mobilization for ROW permitted work per ALDOT	2,500.00
	Re-Mobilization and Removal of Storm Pipe per ALDOT	1,500.00
	Snowdown Waterworks Fee to Relocate Existing Water Main	1,295.00
2.	Add'l undercutting of building pad per Carmichael Engineering	
	Building undercut (149 cy @ \$3.00)	\$ 447.00
	Select fill to replace undercut (149 cy @ \$15.00)	3,345.00
3.	Add'l 10" of concrete mudsill per Carmichael Engineering	\$ 2,200.00
4.	Add'l fence to enclose generator and HVAC units	\$ 2,400.00
5.	Add'l tree removal – previously approved	\$ 750.00
6.	500 gallon propane tank with 400 gallons of propane installed including gas line, regulators, etc by Dowdle Gas	\$ 3,056.76
7.	Sales tax credit for Owner purchased materials	(\$17,872.73)
	Subtotal	\$ 8,880.03
	General Contractor OH&P (0%)	<u>0.00</u>
	Total of Change Orders to Date	\$ 8,880.03

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: John A. Mitchell, Deputy Administrator 

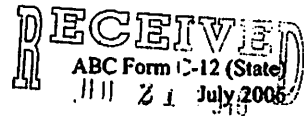
DATE: August 4, 2010

SUBJECT: Change Order #1 and Final Pay – Bid No. 51100-10B-011,
Drainage Repairs at 530 S. Lawrence Street

Request approval of the attached Change Order No. 1, decreasing the contract price from \$12,258.00 to \$11,078.00 and final pay request to Phillips, Inc. on the above referenced project in the amount of \$11,078.00, be placed on the agenda for the County Commission meeting on August 9, 2010. (copy of pay request attached)

The original contract price is reduced due to the fact that the gutters and downspouts were deleted and brick will be put under the windows instead.

Coordination of change order and final payment made with Mr. Tommy Lawrence of TCU Consulting Services, LLC.



CONTRACT CHANGE ORDER

Change Order No. ONE

Date 7-14-10

BY: BNA TCU
B.C.No. _____

TO: (Contractor) PHILLIPS, INC. 341 MENDEL PKWY EAST MONTGOMERY, AL 36117	PROJECT: DRAINAGE CORRECTION @ 530 SO. LAWRENCE STREET FOR MONTGOMERY COUNTY COMMISSION
---	---

TERMS: You are hereby authorized, subject to the provisions of your Contract for this project, to make the following changes thereto in accordance with your proposal(s) dated 4-6-10

FURNISH the necessary labor, materials, and equipment to (Description of work to be done or changes to be made.)
DEMO EIFS @ WINDOWS & INSTALL MASONRY,
DELETE GUTTERS
REPLACE STUDS & SHEATHING UNDER WINDOWS @ NEW MASONRY

ORIGINAL CONTRACT SUM	\$ <u>12,258.00</u>
NET TOTAL OF PREVIOUS CHANGE ORDERS	\$ <u> </u>
PREVIOUS REVISED CONTRACT SUM	\$ <u>12,258.00</u>
THIS CHANGE ORDER WILL ☐ INCREASE ☒ DECREASE THE CONTRACT SUM BY	\$ <u>(1,181.00)</u>
REVISED CONTRACT SUM, INCLUDING THIS CHANGE ORDER	\$ <u>11,077.00</u>

EXTENSION OF TIME resulting from this Change Order _____ (Insert "None" or No. of days)

The Owner does hereby certify that this Change Order was executed in accordance with the provisions of Title 39, Code of Alabama, 1975, as amended.

CONSENT OF SURETY

CONTRACTING PARTIES

(Company)
By _____
(Attach current Power of Attorney)
RECOMMENDED

Contractor
By Clay Phillips
Name & Title CLAY PHILLIPS, PRESIDENT

OK
TCL
7-28-10

By _____
Architect

(Awarding Authority)

By _____
Name & Title DONNIE MIMS, COUNTY ADMINISTRATOR

The Awarding Authority certifies that funds are available in the amount required for this Change Order.

By _____
Governor

By _____
Finance Director

APPROVALS
STATE OF ALABAMA BUILDING COMMISSION
(Not required for locally-funded SDE projects)

By _____
Director, Technical Staff

By _____
Contract Administrator



TCC CONSULTING SERVICES, LLC
CONSTRUCTION CONSULTANTS

Owner Representation

Program Management

Facilities Planning

Strategic Planning

Construction Claims Consulting

Development Consulting

May 18, 2010

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

Re: Drainage Correction at 530 So. Lawrence Street Montgomery Street for the County Commission

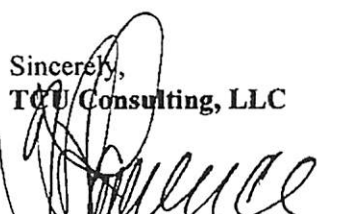
Dear John:

As we discussed the contractor has offered a proposal to install brick under 11 windows at the above referenced project in lieu of going back with the EIFS. We can do this work by deleting the gutter and downspouts for a net cost savings of \$1181.00. I believe we will get a better job utilizing the masonry in lieu of the EIFS and help to prevent future problems. The gutters and downspouts can be put in at some point down the road when the windows are replaced and the fascia repaired. I recommend that we accept the contractor's proposal.

If you are in agreement please sign below and return to my attention.

Approved _____
Date _____

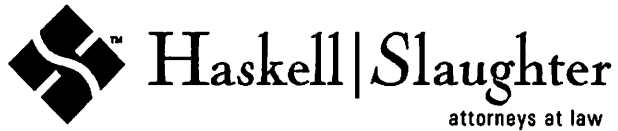
Sincerely,
TCC Consulting, LLC


Thomas L. Lawrence
Program Director

cc: file

10-3

AUG - 9 2010



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

MEMORANDUM
July 7, 2010

TO: Donnie Mims
FROM: Tommy Gallion
RE: Estate of Keith R. Lowery
Notice of Claim filed by Lela K. Lowery

TTG

I have reviewed your June 25, 2010 memorandum and the Notice of Claim filed by Lela Kemp Lowery as Administrator ad litem for the Estate of Keith Rhenardo Lowery.

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

50051-317
#3,767,658

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

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ESTABLISHED 1816

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www.mc-ala.org

June 25, 2010

MEMORANDUM

TO: Thomas Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Lela Kemp Lowery for the
Estate of Keith Rhenardo Lowery

We received a Notice of Claim regarding the above-referenced matter June 18, 2010.

Please review the attached documents and take appropriate action in response to Joseph G. Stewart, Jr., Attorney for the Plaintiff, Ms Lela Kemp Lowery. Your Opinion as to the merits of this case and a response to recognize and deny this claim is requested.

DLM/rw

Attachments

STATE OF ALABAMA
COUNTY OF MONTGOMERY

2019 JUL 16 PM 3:42

NOTICE OF CLAIM

TO: MONTGOMERY COUNTY COMMISSION

You are hereby notified that on or about June 27, 2009, Keith Rhenardo Lowery was an inmate at the Montgomery County Detention Facility, located at 250 South McDonough Street in Montgomery, Alabama, where he sustained injuries and damages as a result of the negligent and/or wanton conduct of the Montgomery County Sheriff's Department, its agents, servants and/or employees and/or the Montgomery County Detention Facility, its agents, servants and/or employees which proximately caused Keith Rhenardo Lowery to die on June 27, 2009. At the present time the undersigned are not able to detail each and every act of negligence and/or wantonness and/or other improper conduct which occurred on or about June 27, 2009 at the Montgomery County Detention Facility other than to state that aforesaid parties committed negligent and/or wanton acts which proximately resulted in Keith Rhenardo Lowery's death.

As a result of the above said wrongful death of Keith Rhenardo Lowery we hereby claim from Montgomery County, Alabama, the Montgomery County Commission, their agents, employees or any other responsible party, punitive damages in an amount which will adequately reflect the enormity of the Defendants' wrong in causing the death of Keith Rhenardo Lowery.

On the date of the said occurrence and at present the claimants resided at 3115 Warbler Street, Montgomery, Alabama. Claimant files this claim on behalf of the Estate of Keith Rhenardo Lowery.

If you know of any other person, firm or corporation you deem in anyway responsible for the death of Keith Rhenardo Lowery, please inform me of the name and address of such person, firm or corporation immediately and forward a copy of same to my attorney, Joseph G. Stewart Jr., P.O. Box 240486, Montgomery, Alabama 36124-0486.

Lela Kemp Lowery
CLAIMANT Lela Kemp Lowery as Administrator ad
Litem for the Estate of Keith Rhenardo Lowery

STATE OF ALABAMA
COUNTY OF MONTGOMERY

Before me, the undersigned authority, a Notary Public in and for said County in said State, personally appeared the undersigned claimant, who, being by me first duly sworn, and who, being known to me, deposed and said that the facts set out in the foregoing notice of claim are true and correct, to the best of her knowledge, information and belief.

Lela Kemp Lowery
CLAIMANT Lela Kemp Lowery

Sworn to and subscribed before me on this 18th day of June, 2010.

Tammy R. Nix
NOTARY PUBLIC

My Commission Expires:

1-27-2014

RECEIVED this 18th day of June, 2010 by
Tammy Nix on behalf of Montgomery County
Commission.

NAME: Tammy Nix
TITLE: Admin Secretary

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

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

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www.mc-ala.org

Agenda

AUG - 9 2010

August 9, 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:

NC-2010-115: Pike Road Volunteer Fire Protection Authority, for 911 Ceremonies -
\$500; (Ingram)

NC-2010-116: BOE, Johnnie R. Carr Junior High School, for Choral Music Program; -
\$550; (Ingram)

NC-2010-117: BOE, Southlawn Middle School, for Principal's Discretionary Fund -
\$200; (Ingram)

DLM/tll

AUG - 9 2010

MEMORANDUM

TO: Donald L. Mims, Administrator

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

DATE: August 4, 2010

SUBJECT: Invitation to Bid No. 52110-10C-025,
Oil Service and Tire Rotation

Request approval of award on the above referenced Invitation to Bid, to low bid of Jackie's Automotive Service, in the amount of \$138.63, based on unit pricing, be placed on the agenda for the County Commission meeting on August 9, 2010. (copy of spread sheet attached)

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

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

Attachment

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO. 52110-10C-025				JACKIE'S AUTOMOTIVE SERVICE - JULIUS WRIGHT, JR. - PHONE#265-7393; FAX#263-0949		HAIGLER AUTO SERVICE - ATTN: BILLY HAIGLER; PHONE#272-2025; FAX#272-0940		FOREST HILLS GARAGE - ATTN: JASON CHURCHWELL; PHONE#272-4786; FAX#272-6423		AAMCO TRANSMISSION - ATTN: MICHAEL MCDONALD; PHONE#277- 8500; FAX#277-8502		EXPRESS OIL CHANGE & SERVICE - ATTN: MICKEY JOHNSON; PHONE #334- 678-7382; FAX#334-678- 7384	
ISSUED: JULY 20, 2010													
OPENED: AUGUST 3, 2010													
SHERIFF'S OFFICE													
TERMS OF PAYMENT / DISCOUNT:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	OIL/LUBE CHANGE												
1	5 QUART	EA	1	\$25.14	\$25.14	\$27.95	\$27.95	\$34.95	\$34.95	\$43.19	\$43.19	\$35.99	\$35.99
2	6 QUART	EA	1	\$28.03	\$28.03	\$32.20	\$32.20	\$37.95	\$37.95	\$49.38	\$49.38	\$35.99	\$35.99
3	7 QUART	EA	1	\$30.92	\$30.92	\$36.45	\$36.45	\$40.95	\$40.95	\$55.57	\$55.57	\$41.99	\$41.99
4	AIR FIL-CHEV/GM	EA	1	\$14.99	\$14.99	\$16.00	\$16.00	\$18.39	\$18.39	\$17.00	\$17.00	\$24.99	\$24.99
5	AIR FIL-FORD	EA	1	\$10.75	\$10.75	\$18.87	\$18.87	\$15.29	\$15.29	\$20.00	\$20.00	\$13.99	\$13.99
6	AIR FIL-DODGE INTRE	EA	1	\$10.75	\$10.75	\$15.16	\$15.16	\$16.89	\$16.89	\$17.00	\$17.00	\$13.99	\$13.99
7	AIR FIL-CAD.HEARSE	EA	1	\$10.75	\$10.75	\$18.17	\$18.17	\$18.39	\$18.39	\$17.00	\$17.00	\$13.90	\$13.90
8	GM WINDSHIELD SOL.	EA	1	\$1.30	\$1.30	\$2.50	\$2.50	NO	CHARGE	\$5.00	\$5.00	\$1.00	\$1.00
9	TIRE ROTATION	EA	1	\$6.00	\$6.00	\$20.00	\$20.00	NO	CHARGE	\$10.00	\$10.00	\$10.00	\$10.00
	42 BIDS MAILED												
TOTAL BID AMOUNTS					\$138.63		\$187.30		\$182.81		\$234.14		\$191.84

Notes:

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

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Agenda

AUG - 9 2010

August 2, 2010

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Clerk Typist II Position
Tax & Audit Department

Attached is the memo from Larry Curvin, Revenue Manager of the Tax and Audit department, requesting authorization for a Clerk Typist II position.

There is critical need to fill this vacant position as soon as possible. This position is responsible for opening mail which includes processing sales tax payments. It is of critical importance that we are able to process these payments in a timely manner.

This item was discussed during the information session on July 26, 2010. I am requesting the Commission approve this request during the August 9, 2010 Commission meeting.

JAM/rw

Attachment



Montgomery County Commission

Tax & Audit Department
Montgomery County Alabama
P.O. Box 4779
Montgomery, AL 36103-4779



MEMORANDUM

DATE: July 13, 2010

TO: John A. Mitchell Sr., Deputy Administrator

FROM: Larry R. Curvin, Revenue Manager *LR*
Tax & Audit Department

RE: Request for Critical Position Refill

SUBJECT: Clerk Typist II Position Fill Request

I have attached the completed Position Fill Request Form for our Clerk Typist II vacancy. This request follows the sudden resignation of Patsy Terrell yesterday. This position is our only full-time cashier position that handles the bulk of mailed in or counter payments. Without this filled position, the noted tax receipts would take much longer for our existing staff to handle. In doing so, other responsibilities of the staff involved would be postponed until the cashier activity could be completed. Attached are the pertinent documents.

I ask that this position fill request be submitted to the County Commission for approval as a critical position and transmitted to Personnel as soon as possible. Please let me know if there are questions. Thanks.

Attachments

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Tax & Audit

DEPARTMENT HEAD: Larry R. Curvin

SUPERVISOR: Larry R. Curvin

COMPLETED ACTION DATES

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

1 POSITION TITLE : Clerk Typist II

POSITION NUMBER 001 51800 009

PROPOSED EFFECTIVE DATE : 2/08/2010

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

() PROMOTIONAL REGISTER (X) TRANSFER

(x) OPEN COMPETITIVE REGISTER (X) REEMPLOYMENT

PAY GRADE A03


Department Head

Date 7/13/2010

2 ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding Authority

3 CERTIFICATION

Promotional	_____	Candidates
Open-competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date _____

4 SELECTEE: _____

Appointing Authority

Date _____

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

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

AUG - 9 2010

Request # 19

Date: July 27, 2010
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: August 24, 2010 Return Date: August 26, 2010
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend the ACCA 82nd Annual Convention

Traveler (s) Name: 1. Elton Dean, Sr. 4. Jiles Williams, Jr.
2. Reed Ingram 5. Donald Mims
3. Dimitri Polizos 6. John Mitchell, Sr.

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

Total (est.) Cost: \$5,682.00 Advance Registration Required: \$1,110.00

Department Name: County Commission Fund Name: General

Additional Comments: Mileage - 1188.00; Meals - 1350.00; Hotel - 1998.00; Registration - 1110.00;
Tolls - 36.00

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

The above request is app. 08/09/10 reimbursement of actual and necessary expenses in the
approximate amount of \$5,682.00 and advance registration of \$1,110.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$16,320.67</u>	
Budget Available:	<u>\$8,679.33</u>	
Current Requests:	<u>\$5,682.00</u>	
Budget Balance:	<u>\$2,997.33</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 7/27/2010

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

AUG - 9 2010

Request # 5

Date: July 27, 2010
To: Donald L. Mims, Administrator
From: DiDi Henry, Public Affairs Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: October 5, 2010 Return Date: October 5, 2010
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend a Peter Shankman Workshop ; "Social Media: Life, Ubiquitous"

Traveler (s) Name: 1. DiDi Henry 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: County Commission-PA Fund Name: General

Additional Comments: Registration - 100

To: DiDi Henry, Public Affairs Manager

From: Donald L. Mims, Administrator

The above request is app. 08/09/10 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$100.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51130-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,500.00</u>	
Approved Requests:	<u>\$1,456.20</u>	
Budget Available:	<u>\$2,043.80</u>	
Current Requests:	<u>\$100.00</u>	
Budget Balance:	<u>\$1,943.80</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 7/28/2010

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

AUG - 9 2010

Request # 10

Date: August 3, 2010
To: Donald L. Mims, Administrator
From: Lou Ialacci
Re: Travel / Training Request

Jel

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: August 30, 2010 Return Date: September 3, 2010
Conference Leave (Days / Hours): 5 days
Purpose of Travel: Vmware Training Class
VMware vSphere: Install, Configure, Manage

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

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

Total (est.) Cost: \$4,401.00 Advance Registration Required: \$3,500.00

Department Name: Information Systems Fund Name: _____

Additional Comments: Estimated total Travel Distance (=102 miles .50) = \$51.00
5 nights hotel accomodation 85.00/night = 425.00
Meals at \$75/day = \$375 Parking, and misc \$50

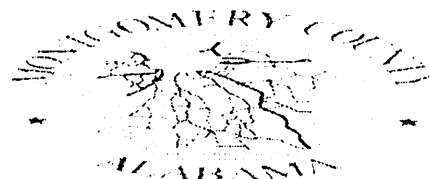
To: Lou Ialacci
From: Donald L. Mims, Administrator

The above request is app. 08/09/10 reimbursement of actual and necessary expenses in the
approximate amount of \$4,401.00 and advance registration of \$3,500.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51965.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$16,491.08</u>	
Budget Available:	<u>\$8,508.92</u>	
Current Requests:	<u>\$4,401.00</u>	
Budget Balance:	<u>\$4,107.92</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/5/2010

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

AUG - 9 2010

Request # 17

Date: August 4, 2010
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Ala. -- Administrative Office of Courts
Departure Date: August 10, 2010 Return Date: August 10, 2010
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Attend AOC sponsored training - Intake officer Certification Course

Traveler (s) Name: 1. Preston Frazier 4. Natalie Mason
2. Alex Thomas 5. _____
3. Garry Greg 6. _____

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

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

Department Name: Youth Facility Fund Name: 001-52604-265

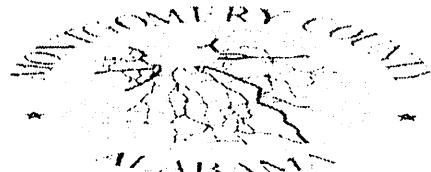
Additional Comments: _____

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

The above request is app. 08/09/10 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52604.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$10,000.00</u>
Approved Requests:	<u>\$4,171.00</u>
Budget Available:	<u>\$5,829.00</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$5,829.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/5/2010

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

AUG - 9 2010

Request # 14

Date: August 5, 2010
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, AL
Departure Date: August 13, 2010 Return Date: August 13, 2010
Conference Leave (Days / Hours): 4 hours
Purpose of Travel: to attend the ASSE Section Meeting

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

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

Total (est.) Cost: \$74.00 Advance Registration Required: \$0.00

Department Name: Risk Management Fund Name: General Liability

Additional Comments: 56.00 - Mileage; 18.00 Meals

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 08/09/10 reimbursement of actual and necessary expenses in the
approximate amount of \$74.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51120.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$16,000.00</u>	
Approved Requests:	<u>\$4,455.41</u>	
Budget Available:	<u>\$11,544.59</u>	
Current Requests:	<u>\$74.00</u>	
Budget Balance:	<u>\$11,470.59</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/5/2010

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

AUG - 9 2010

Request # 15

Date: August 5, 2010
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

JKM

Request approval to be granted for the following:

Destination: Grapevine, TX
Departure Date: October 6, 2010 Return Date: October 8, 2010
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend the Fall 2010 Meeting of States' Joint Boards and Committees
and General Membership Meeting

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

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

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

Department Name: Risk Management Fund Name: General Liability

Additional Comments: All Expenses Paid By States

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 08/09/10 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:	<u>007-51120.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$16,000.00</u>	
Approved Requests:	<u>\$4,455.41</u>	
Budget Available:	<u>\$11,544.59</u>	
Current Requests:	<u>\$74.00</u>	
Budget Balance:	<u>\$11,470.59</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/5/2010

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

AUG - 9 2010

Request # 35

Date: July 29, 2010
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Gulf Shores, AL
Departure Date: September 20, 2010 Return Date: September 23, 2010
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: To Attend: 2010 ACJIC Users Conference

Traveler (s) Name: 1. Leah Bedsole 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$732.00 Advance Registration Required: \$125.00

Department Name: District Attorney Fund Name: 760-51260-265

Additional Comments: _____

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

The above request is app. 08/09/10 reimbursement of actual and necessary expenses in the
approximate amount of \$732.00 and advance registration of \$125.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$44,380.00</u>	
Approved Requests:	<u>\$28,883.00</u>	
Budget Available:	<u>\$15,497.00</u>	
Current Requests:	<u>\$732.00</u>	
Budget Balance:	<u>\$14,765.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/2/2010

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

AUG - 9 2010

Request # 36

Date: July 30, 2010
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, FL
Departure Date: August 24, 2010 Return Date: August 27, 2010
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: To Attend: 2010 ADASA Summer Conference

Traveler (s) Name: 1. Carol Golden 4. _____
2. Brenda Turner 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,872.00 Advance Registration Required: \$650.00

Department Name: District Attorney Fund Name: 760-51260-265

Additional Comments: _____

To: Ellen Brooks

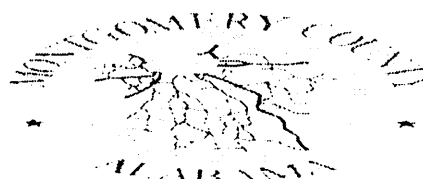
From: Donald L. Mims, Administrator

The above request is app. 08/09/10 reimbursement of actual and necessary expenses in the
approximate amount of \$1,872.00 and advance registration of \$650.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$44,380.00</u>	
Approved Requests:	<u>\$28,883.00</u>	
Budget Available:	<u>\$15,497.00</u>	
Current Requests:	<u>\$2,604.00</u>	
Budget Balance:	<u>\$12,893.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/2/2010

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

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AUG - 9 2010

Request # 40

Date: August 2, 2010
To: Donald L. Mims, Administrator
From: Ellen Brooks
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: To Attend: 2010 DUI/Traffic Safety Conference

Traveler (s) Name: 1. Sean McTear 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$168.00 Advance Registration Required: \$0.00

Department Name: District Attorney Solicitor Fund Name: 760-51260-265

Additional Comments: _____

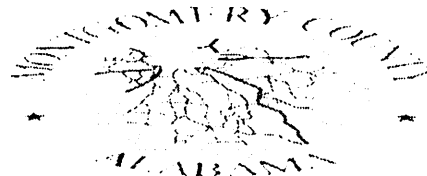
To: Ellen Brooks
From: Donald L. Mims, Administrator

The above request is app. 08/09/10 reimbursement of actual and necessary expenses in the
approximate amount of \$168.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$44,380.00</u>	
Approved Requests:	<u>\$28,883.00</u>	
Budget Available:	<u>\$15,497.00</u>	
Current Requests:	<u>\$2,772.00</u>	
Budget Balance:	<u>\$12,725.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/2/2010

cc: Finance Director / Buyer

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