

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
FEBRUARY 2, 2015

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:09 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Commissioner Williams. All five Commissioners were present.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees and items on the agenda.

Administrator Mims noted that County Offices will be closed Monday, February 16, 2015, in observance of President's Day and that the Commission will meet on Tuesday, February 17, 2015.

PRESENTATION BY ATTORNEYS ROBERT GILPIN AND CLINTON GRAVES WITH GILPIN GIVHAN, PC

Attorney Robert Gilpin with Gilpin Givhan, PC briefed the Commission regarding a resolution appointing members to the Board of Directors of the Montgomery County Public Education Cooperative District. After discussion, the Commission agreed to waive rules and add this resolution to the agenda.

Attorney Clinton Graves, also with Gilpin Givhan, PC, briefed the Commission regarding a resolution authorizing the First Amendment to the Articles of Incorporation of the Montgomery County Public Education Cooperative District. After discussion, the Commission agreed to place this resolution on the next agenda.

Attorney Graves briefed the Commission regarding a resolution approving a Project Funding and Cooperation Agreement relating to the Public Education Project. After discussion, the Commission agreed to place this resolution on the next agenda.

Attorney Graves briefed the Commission regarding a resolution approving incentives to BRC Montgomery Mall, LLC. After discussion, the Commission agreed to place this resolution on the next agenda.

PRESENTATION BY JUVENILE COURT ADMINISTRATOR BRUCE R. HOWELL

Juvenile Court Administrator Bruce R. Howell briefed the Commission regarding the Alabama Department of Youth Services Grant/Subsidy Agreement for Part I, Part II and Part III Funds. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Mr. Howell informed the Commission that the detention part of the renovation is complete and that they are waiting on paperwork from the Alabama Department of Youth Services before they can move in. Commission Walker asked Mr. Howell to update the Commission by the end of the week regarding their progress.

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM

Sheriff Derrick Cunningham requested the authorization of ten (10) part-time Deputy Sheriffs for security in county buildings. After discussion, the Commission agreed to place this authorization on the next agenda.

Sheriff Cunningham briefed the Commission regarding Position Fill Requests for Deputy Sheriff Lieutenant, Position Number 80, Deputy Sheriff Sergeant, Position Number To Be Determined, Deputy Sheriff Corporal, Position Number to Be Determined and Deputy Sheriff Trainee/Deputy Sheriff, Position Number To Be Determined. After discussion, the Commission agreed to waive rules and add these requests to the agenda.

Sheriff Cunningham briefed the Commission regarding Position Fill Requests for Detention Facility Accounts Manager, Position Number 4, Corrections Officer Trainee/Corrections Officer, Position Number 113, Corrections Officer Trainee/Corrections Officer, Position Number 148 and Corrections Officer Trainee/Corrections Officer, Position Number 213. After discussion, the Commission agreed to place these requests on the next agenda.

Sheriff Cunningham requested authorization for a Grant Writer position for the Sheriff's Office. Personnel Director Carmen Douglas recommended that the job description be reviewed. After discussion, the Commission agreed for the Personnel Department to review the current job description.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci updated the Commission regarding the Information Systems Department. He stated that the County Attorney has reviewed the Emergency Call Works Next Generation E911 contract and that he hoped to have the contract language resolved soon. Mr. Ialacci noted that the current cost for the NG E911 system is approximately \$130,000 purchase price and annual maintenance will be approximately \$18,000. Currently, the annual maintenance cost for the existing system is approximately \$45,000. He stated that the savings of \$27,000 could help with the purchase costs and that he will work on getting the money from the E911 funds.

Mr. Ialacci briefed the Commission regarding Amendment Number 7 to the Contract with Norment Security Group, Inc., concerning a three month contract extension for preventive maintenance on the security cameras, doors, locks, and any other security components within the County Buildings. Mr. Ialacci stated that he was working with the Sheriff's Office and Administrator Mims on the new contract and a proposal from Norment to replace some of the old computer equipment and software. He noted that he should have these issues resolved and final numbers to the Commission by the first meeting in March.

Mr. Ialacci explained that he had mistakenly thought Judge Hardwick was part of the move when Judge Price retired and told him that the County was replacing his phones. He stated that since he made the mistake, he plans to keep his word and get Judge Hardwick his new phones, as it is part of the County's long range plan to move all phones off the old telephone switch onto the new telephone system (VoIP). Mr. Ialacci stated that he hoped to have the work for Judge Hardwick completed in two to three weeks.

(Copy of Memorandum, Agenda Page 16-1 is attached to these Minutes.)

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a memorandum from Rural Addressing Coordinator Jane Brown requesting the authorization of payment of an invoice for the Smart911 System. Administrator Mims noted that the next time the Emergency Management Communications District Board meets, it will ratify this payment. After discussion, the Commission agreed to place this item on the next agenda.

Chairman Dean inquired about the state of transitioning the Rural Addressing Coordinator position to the Sheriff's Office. Administrator Mims responded that he and Sheriff Cunningham have met and that they are still working on a plan.

PRESENTATION BY COUNTY ENGINEER GEORGE C. SPEAKE AND ASSISTANT COUNTY ENGINEER JAMES KELLEY

County Engineer George C. Speake briefed the Commission regarding a Position Fill Request for Civil Engineering Technician I, Position Number 640627006. He stated that this would be filled as an interdepartmental promotion (no new hires). After discussion, the Commission agreed to place this item on the next agenda.

Furthermore, Mr. Speake advised the Commission that asphalt resurfacing work for Butler Mill Road was presently under way and the first layer of asphalt resurfacing had been placed on Dozier Road.

PRESENTATION EVENT DIRECTOR KEN WARD WITH FRIENDS OF THE MONTGOMERY CLEAN CITY COMMISSION

Event Director Ken Ward with Friends of the Montgomery Clean City Commission briefed the Commission regarding the Dream Marches On Youth Day of Service event and requested

funding. After discussion, the Commission agreed to waive rules and add a Budget Change Request in the amount of \$1,800 for this event to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding Grant Agreement Grant Number GF2015-37 with the Alabama Historical Commission in the amount of \$5,000 to be used for the renovations of The Governor Shorter House/Greil Mansion. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY DEVELOPMENT DIRECTOR EVE LOEB AND CHAIRMAN LAURIE WEIL WITH THE ALABAMA SHAKESPEARE FESTIVAL

Alabama Shakespeare Festival Development Director Eve Loeb and Board Chairman Laurie Weil briefed the Commission regarding the SchoolFest program and requested funding. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$25,000 on the next agenda for this program.

PRESENTATION BY CHIEF PROBATE CLERK WILLIAM FLOWERS

Chief Probate Clerk William Flowers briefed the Commission regarding a Position Fill Request for County Archivist, Position Number 750026048 from the Probate Judge's Office. After discussion, the Commission agreed to place this request on the next agenda.

PRESENTATION BY DIRECTOR OF ELECTIONS DANIEL BAXTER

Director of Elections Daniel Baxter briefed the Commission regarding a Memorandum of Understanding concerning administration of the 2015 Scheduled Montgomery Municipal Election(s). After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY PUBLIC AFFAIRS DIRECTOR DIDI HENRY

Public Affairs Director DiDi Henry briefed the Commission regarding a resolution proclaiming the month of March as Certified Government Financial Manager Month. After discussion, the Commission agreed to place this resolution on the next agenda.

Mrs. Henry briefed the Commission regarding a resolution proclaiming February 17, 2015, as Montgomery County Never Forgets Day. After discussion, the Commission agreed to place this resolution on the next agenda.

Mrs. Henry briefed the Commission regarding County Employee Blood Drives for 2015. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding the County Tax Levies for the Year 2015. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding a Board Member reappointment to the Pintlala Water and Fire Protection Authority. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Bid Award for toner cartridges, Bid No. 51901-15B-014. After discussion, the Commission agreed to add this item to the agenda. Mr. Ialacci also interjected a comment about the toner bid question by the Commission. He stated that he thought the Xerox main printers in each department were leased and that the County had maintenance on them. Mr. Ialacci noted that the big need for toner is more for all the individual printers that people have including him. The Commission inquired as to whether all of the printers are necessary and he responded that he really could not answer that question, but there are a lot of printers in use. The Commission asked the staff to research the utilization of toner cartridges and possible cost savings.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Vice Chairman Harris.

The Pledge of Allegiance was led by Commissioner Walker.

County Administrator Mims called Roll to establish a quorum, and the following Commissioners were present: Chairman Dean, Vice Chairman Harris and Members Hall, Walker, and Williams. Also present were County Attorney Thomas T. Gallion, III and County Engineer George C. Speake.

Commissioner Williams made a motion to approve the Minutes of the Regular Meeting of January 20, 2015. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Mims presented the Accounts Payable and Payroll Checks Authorization for approval.

Commissioner Williams made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 5, are attached to these Minutes.)

PUBLIC HEARINGS

PUBLIC HEARING REGARDING PROPOSED ACTION TO BE TAKEN BY THE MONTGOMERY COUNTY COMMISSION WITH REGARD TO A PROJECT DEVELOPMENT AGREEMENT BY AND AMONG THE COUNTY, THE CITY OF MONTGOMERY, ALABAMA, AND FAIRCOURT PROPERTIES, LLC

PUBLIC HEARING NOTICE

LEGAL NOTICE OF ACTION PROPOSED TO BE TAKEN BY MONTGOMERY COUNTY, ALABAMA WITH REGARD TO A PROJECT DEVELOPMENT AGREEMENT

Pursuant to Amendment No. 772 to the Constitution of Alabama (1901) (Section 94.01(a)(3) of the Recompiled Constitution of Alabama and hereinafter referred to as “Amendment No. 772”), Montgomery County, Alabama (the “County”) hereby gives notice that its County Commission, as the governing body of the County, will consider at a regularly scheduled meeting to be held on Monday, February 2, 2015, beginning at 9:30 a.m. in the Commissioners’ Court, 101 South Lawrence Street, 1st Floor, Montgomery, Alabama 36104, approving a resolution that authorizes the execution and delivery of a Project Development Agreement (the “Agreement”) by and among the County, the City of Montgomery, Alabama (the “City”), and Faircourt Properties, L.L.C., an Alabama limited liability company (“Faircourt Properties”).

BACKGROUND

WHEREAS, Amendment No. 772 authorizes the County to lend its credit to or grant public funds and things of value in aid of or to any corporation or other business entity for the purpose of promoting the economic development within its jurisdiction; and

WHEREAS, Faircourt Properties is in the process of redeveloping and renovating certain real estate located at the corner of Fairview Avenue and South Court Street in the City and the County (the “Project Site); and

WHEREAS, Faircourt Properties redevelop and expand a shopping center (the “Project”) on the Project Site; and

WHEREAS, Faircourt Properties commits that the Project will create at least twenty (20) full-time jobs and represent a capital investment equal to or greater than One Million Seven Hundred and No/100 Dollars (\$1,700,000.00); and

WHEREAS, the County is desirous of having Faircourt Properties undertake said job creation and substantial capital improvements at the Project Site; and

WHEREAS, the proposed resolution will set forth the County's findings that it is necessary, proper, for a valid and sufficient public purpose and in the public interest, and in accordance with Amendment No. 772, that the County should enter into the Agreement; and

WHEREAS, the proposed resolution will set forth the County's findings and determination that the Agreement will promote the economic development of the County and, accordingly, is for a public purpose and is authorized by and consistent with Amendment No. 772.

SUMMARY OF THE TERMS OF THE AGREEMENT

As incentive for Faircourt Properties to locate the Project in the County, employ individuals full-time in the County, and conduct the Project's business operations in the County, the County will provide Faircourt Properties the benefit of the following tax incentives, which for ease of administration shall be in the form of tax abatements for the benefit of Faircourt Properties: (i) an abatement equal to fifty percent (50.0%) of the incremental increase in noneducational County and City real property and personal property ad valorem taxes on the Project Site, the shopping center business and other real property improvements to be located at the Project Site, personal property located at, on or about the Project Site, and any other real or personal property purchased in connection with, incorporated into, and used in the operation of the Project as of and through the date on which Faircourt Properties commences operations, for a period of ten (10) years, the abatement of such taxes not to exceed \$50,000.00 per year; and (ii) an abatement of noneducational County and City sales, use, and all other similar taxes on the purchase or consumption of machinery, equipment, furniture, construction materials, and all other tangible personal property incorporated into the Project as of and through the date on which Faircourt Properties commences operations and any machinery, equipment, and other personal property transferred by Faircourt Properties from a facility outside the State to the Project Site for incorporation into the Project as of and through the date on which Faircourt Properties commences operations.

CONCLUSION

A draft of the Agreement may be inspected at the office of the County Administrator during regular business hours prior to the scheduled meeting.

While Faircourt Properties would receive certain benefits under the Agreement (summarized above), the Montgomery County Commission expects to determine at its public meeting that the benefits provided under the Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to Faircourt Properties or any other private business. The public benefits sought to be achieved by the approval of the Agreement include: promotion of local economic and commercial development and the stimulation of the local economy; increasing employment opportunities in the County; expanding the County's tax base, which will result in additional tax revenues for the County; promoting the location,

relocation, expansion, and retention of business enterprises in the County; and enhancing the overall quality of life of the citizens of the County.

All members of the public are invited to attend the meeting described above or to submit written opinions or comments regarding the proposed action to the Montgomery County Commission prior to the meeting. In compliance with the Americans with Disabilities Act, interpretive assistance or other reasonable accommodations will be provided to individuals with disabilities who attend the meeting upon request. Should you desire such services, please contact the office of the County Administrator (334-832-1210) at least two (2) full working days prior to the meeting.

End of Public Hearing Notice

Chairman Dean opened the Public Hearing and asked if anyone in the audience wanted to speak regarding proposed action to be taken by the Montgomery County Commission with regard to a Project Development Agreement by and among the County, the City of Montgomery, Alabama, and Faircourt Properties, LLC. No one addressed the Commission and Chairman Dean closed the Public Hearing.

PUBLIC HEARING REGARDING PROPOSED ACTION TO BE TAKEN BY THE MONTGOMERY COUNTY COMMISSION WITH REGARD TO A PROJECT DEVELOPMENT AGREEMENT BY AND AMONG THE COUNTY, THE CITY OF MONTGOMERY, ALABAMA, AND BIG DADDY FOODS, INC.

PUBLIC HEARING NOTICE

LEGAL NOTICE OF ACTION PROPOSED TO BE TAKEN BY MONTGOMERY COUNTY, ALABAMA WITH REGARD TO A PROJECT DEVELOPMENT AGREEMENT

Pursuant to Amendment No. 772 to the Constitution of Alabama (1901) (Section 94.01(a)(3) of the Recompiled Constitution of Alabama and hereinafter referred to as "Amendment No. 772"), Montgomery County, Alabama (the "County") hereby gives notice that its County Commission, as the governing body of the County, will consider at a regularly scheduled meeting to be held on Monday, February 2, 2015, beginning at 9:30 a.m. in the Commissioners' Court, 101 South Lawrence Street, 1st Floor, Montgomery, Alabama 36104, approving a resolution that authorizes the execution and delivery of a Project Development Agreement (the "Agreement") by and among the County, the City of Montgomery, Alabama (the "City"), and Big Daddy Foods, Inc., a Mississippi corporation (Big Daddy Foods").

BACKGROUND

WHEREAS, Amendment No. 772 authorizes the County to lend its credit to or grant public funds and things of value in aid of or to any corporation or other business entity for the purpose of promoting the economic development within its jurisdiction; and

WHEREAS, Big Daddy Foods is in the process of redeveloping and renovating certain real estate located at 2020 East South Boulevard in the City (the “Project Site”); and

WHEREAS, Big Daddy Foods will operate a full service grocery store (the “Project”) on the Project Site; and

WHEREAS, Big Daddy Foods commits that the Project will create jobs for at least eighty-five (85) direct employees of the Company and represent a capital investment equal to or greater than Five Million and No/100 Dollars (\$5,000,000.00); and

WHEREAS, the County is desirous of having Big Daddy Foods undertake said job creation and substantial capital improvements at the Project Site; and

WHEREAS, the proposed resolution will set forth the County’s findings that it is necessary, proper, for a valid and sufficient public purpose and in the public interest, and in accordance with Amendment No. 772, that the County should enter into the Agreement; and

WHEREAS, the proposed resolution will set forth the County’s findings and determination that the Agreement will promote the economic development of the County and, accordingly, is for a public purpose and is authorized by and consistent with Amendment No. 772.

SUMMARY OF THE TERMS OF THE AGREEMENT

As incentive for Big Daddy Foods to locate the Project in the County, employ individuals full-time in the County, and conduct the Project’s business operations in the County, the County will provide Big Daddy Foods the benefit of the following tax incentives, which for ease of administration shall be in the form of tax abatements for the benefit of Big Daddy Foods: (i) an abatement equal to fifty percent (50.0%) of the incremental increase in noneducational County and City real property and personal property ad valorem taxes on the Project Site, the full service grocery store business and other real property improvements to be located at the Project Site, personal property located at, on or about the Project Site, and any other real or personal property purchased in connection with, incorporated into, and used in the operation of the Project as of and through the date on which Big Daddy Foods commences operations, for a period of ten (10) years, the abatement of such taxes not to exceed \$50,000.00 per year; and (ii) an abatement of noneducational County and City sales, use, and all other similar taxes on the purchase or consumption of machinery, equipment, furniture, construction materials, and all other tangible personal property incorporated into the Project as of and through the date on which Big Daddy Foods commences operations and any machinery, equipment, and other personal property transferred by Big Daddy Foods from a facility outside the State to the Project Site for incorporation into the Project as of and through the date on which Big Daddy Foods commences operations.

CONCLUSION

A draft of the Agreement may be inspected at the office of the County Administrator during regular business hours prior to the scheduled meeting.

While Big Daddy Foods would receive certain benefits under the Agreement (summarized above), the Montgomery County Commission expects to determine at its public meeting that the benefits provided under the Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to Big Daddy Foods or any other private business. The public benefits sought to be achieved by the approval of the Agreement include: promotion of local economic and commercial development and the stimulation of the local economy; increasing employment opportunities in the County; expanding the County's tax base, which will result in additional tax revenues for the County; promoting the location, relocation, expansion, and retention of business enterprises in the County; and enhancing the overall quality of life of the citizens of the County.

All members of the public are invited to attend the meeting described above or to submit written opinions or comments regarding the proposed action to the Montgomery County Commission prior to the meeting. In compliance with the Americans with Disabilities Act, interpretive assistance or other reasonable accommodations will be provided to individuals with disabilities who attend the meeting upon request. Should you desire such services, please contact the office of the County Administrator (334-832-1210) at least two (2) full working days prior to the meeting.

End of Public Hearing Notice

Chairman Dean opened the Public Hearing and asked if anyone in the audience wanted to speak regarding proposed action to be taken by the Montgomery County Commission with regard to a Project Development Agreement by and among the County, the City of Montgomery, Alabama, and Big Daddy Foods, Inc. No one addressed the Commission and Chairman Dean closed the Public Hearing.

NEW BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION AUTHORIZING EXECUTION AND DELIVERY OF A PROJECT DEVELOPMENT AGREEMENT BY AND AMONG THE COUNTY, THE CITY OF MONTGOMERY, ALABAMA, AND FAIRCOURT PROPERTIES, LLC

Administrator Mims presented the following memorandum:

January 29, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Resolution Authorizing the Execution and Delivery of a Project Development Agreement by and among Montgomery County, Alabama, The City of Montgomery, Alabama and Faircourt Properties, LLC

The Montgomery County Commission, at its meeting on January 20, 2015, agreed to place on the next agenda a resolution authorizing the execution and delivery of a Project Development Agreement by and among Montgomery County, Alabama, The City of Montgomery, Alabama and Faircourt Properties, LLC.

I am requesting adoption of this resolution.

Attachment

End of Memorandum

Commissioner Walker made a motion to adopt the resolution. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Resolution, Economic Development Incentives, Project Development Agreement, Agenda Pages 1-2 through 1-18, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION AUTHORIZING EXECUTION AND DELIVERY OF A PROJECT DEVELOPMENT AGREEMENT BY AND AMONG THE COUNTY, THE CITY OF MONTGOMERY, ALABAMA, AND BIG DADDY FOODS, INC.

Administrator Mims presented the following memorandum:

January 29, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Resolution Authorizing the Execution and Delivery of a Project Development Agreement by and among Montgomery County, Alabama, The City of Montgomery, Alabama and Big Daddy Foods, Inc.

The Montgomery County Commission, at its meeting on January 20, 2015, agreed to place on the next agenda a resolution authorizing the execution and delivery of a Project Development Agreement by and among Montgomery County, Alabama, The City of Montgomery, Alabama and Big Daddy Foods, Inc.

I am requesting adoption of this resolution.

Attachment

End of Memorandum

Commissioner Williams made a motion to adopt the resolution. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Resolution, Economic Development Incentives, Project Development Agreement, Agenda Pages 2-2 through 2-18, are attached to these Minutes.)

YOUTH FACILITY – APPROVED CONTRACT FOR HOUSING JUVENILES AT THE MONTGOMERY COUNTY YOUTH FACILITY FOR CHILTON COUNTY

Administrator Mims presented the following memorandum from Juvenile Court Administrator Bruce R. Howell:

MEMORANDUM

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator
Date: January 22, 2015
Re: Chilton County Bed Contract

Submitted is the corrected copy of the Chilton County bed contract for the Commission's approval. This contract is for Chilton County to house juveniles in our facility. Please place the attached contract on the February 2nd County Commission formal agenda.

Thank you for your consideration in this matter.

End of Memorandum

Vice Chairman Harris made a motion to approve the contract. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Agreement, Agenda Pages 3-2 through 3-4, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED TO RECOGNIZE AND DENY CLAIM FILED BY CARL M. MURDOCK, JR.

Administrator Mims presented the following memorandum:

January 29, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Recognize and Deny Claim regarding Carl M. Murdock, Jr.

The Montgomery County Commission, at its meeting on January 20, 2015, agreed to place on the next agenda to recognize and deny a Claim submitted by Alsobrook McCormick, Attorneys at Law, on behalf of their client, Carl M. Murdock, Jr.

I am requesting that the Commission approve this item.

Attachments

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Memoranda, Official Notice of Claim, and Letter, Agenda Pages 4-2 through 4-6, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED TO RECOGNIZE AND DENY CLAIM FILED BY WONTANEE J. SCOTT

Administrator Mims presented the following memorandum:

January 29, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Recognize and Deny Claim regarding Wontanee J. Scott

The Montgomery County Commission, at its meeting on January 20, 2015, agreed to place on the next agenda to recognize and deny a Claim submitted by Alexander Shunnarah Gulfcoast, LLP, on behalf of their client, Wontanee J. Scott.

I am requesting that the Commission approve this item.

Attachments

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Memoranda, and Notice of Claim, Agenda Pages 5-2 through 5-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PAYMENT OF EX-OFFICIO MEMBERSHIP DUES TO THE MONTGOMERY AREA COMMITTEE OF 100 FOR CHAIRMAN ELTON N. DEAN, SR.

Administrator Mims presented the following memorandum:

January 29, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Payment of 2015 Membership Dues to Montgomery Area Committee of 100, Inc.

The Montgomery County Commission, at its meeting on January 20, 2015, agreed to place on the next agenda the 2015 Membership Dues to Montgomery Area Committee of 100, Inc., for Chairman Elton N. Dean, Sr.

I am requesting approval of this item.

Attachment

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Invoice, Agenda Page 6-2, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (3)

Administrator Mims presented the following memorandum:

January 29, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Requests for Detention Facility

The Montgomery County Commission, at its meeting on January 20, 2015, agreed to place the following Position Fill Requests from the Detention Facility on the next agenda:

- (1) Corrections Officer Trainee/Corrections Officer, Position Number 183
- (2) Corrections Officer Trainee/Corrections Officer, Position Number to be determined
- (3) Corrections Officer Corporal, Position Number 27

I am requesting approval of these items.

Attachments

End of Memorandum

Commissioner Williams made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 7-2 through 7-4, are attached to these Minutes.)

YOUTH FACILITY – APPROVED POSITION FILL REQUEST FOR JUVENILE
PROBATION OFFICER I, POSITION NUMBER 900304008

Administrator Mims presented the following memorandum from Juvenile Court Administrator Bruce R. Howell:

MEMORANDUM

To: Mr. Donnie Mims, Montgomery County Administrator

From: Bruce R. Howell, Juvenile Court Administrator

Date: January 22, 2015

Re: Juvenile Probation Officer I Fill Request

We have a Juvenile Probation I vacancy which needs to be filled in our Intake Division. I am requesting approval at the February 2nd formal session County Commission Meeting to fill this vacancy.

Thank you for your consideration!

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 8-2, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (9)

Administrator Mims recommended the following Travel/Training Requests for approval by the Commission:

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. County Commission	Request Number 14
2. Tax & Audit Department	Request Numbers 6, 7, and 8
3. Risk Management	Request Number 8
4. Engineering Department	Request Number 3
5. Appraisal Department	Request Numbers 11 and 12
6. Emergency Mgmt. Communications District Board	Request Number 4

Commissioner Walker made a motion to approve the requests. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 9-1 through 9-9, are attached to these Minutes.)

WAIVED RULES

Chairman Dean requested to waive rules and add the following items to the agenda, and his fellow Commissioners concurred:

COUNTY COMMISSION – ADOPTED RESOLUTION APPOINTING MEMBERS TO THE BOARD OF DIRECTORS OF THE MONTGOMERY COUNTY PUBLIC EDUCATION COOPERATIVE DISTRICT

Administrator Mims presented the following letter from Clinton D. Graves of Gilpin Givhan, PC:

January 29, 2015

Donald L. Mims, Administrator
Montgomery County Commission

Post Office Box 1667
Montgomery, Alabama 36102-1667

Re: Resolution Appointing Members to the Board of Directors of
The Montgomery County Public Education Cooperative District
Our File No. 3754.1002

Dear Donnie:

The Montgomery County Commission (the "Commission") is working with the City of Montgomery, Alabama (the "City") and the Montgomery County Board of Education (the "BOE") to finance certain public education capital improvements, which are referred to in the attached resolution as the Public Education Project.

The attached resolution provides for the appointment of persons in their respective representative capacities to the board of directors of The Montgomery County Public Education Cooperative District (the "District"), which has been proposed to be used as the financing vehicle and bond issuer in the proposed Public Education Project. The District was previously formed by the County and the City to finance certain public education capital improvements, but was eventually not used for those transactions. As such, a new board will be appointed in order for the District to issue bonds to finance the Public Education Project. The organizational documents of the District call for a nominating committee to make recommendations to the Commission and the City Council of the City of Montgomery for the appointment of new members to the board of directors of the District. The recommendation form of the nominating committee has been included as an exhibit to the resolution.

The attached resolution is coming before the Commission for the first time and we are asking that the Commission waive rules to approve the resolution to appoint the persons recommended by the nominating committee as new members to the board of directors of the District.

If you have any questions concerning any of the above, please do not hesitate to contact me.

Yours very truly,

Gilpin Givhan, PC
/s/ Clinton D. Graves

Enclosures

End of Letter

Vice Chairman Harris made a motion to adopt the resolution. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Resolution and Exhibit A, Agenda Pages 10-3 through 10-8, are attached to these Minutes.)

YOUTH FACILITY – APPROVED ALABAMA DEPARTMENT OF YOUTH SERVICES
GRANT/SUBSIDY AGREEMENT FOR PART I, PART II AND PART III FUNDS

Administrator Mims presented the following memorandum from Juvenile Court Administrator Bruce R. Howell:

MEMORANDUM

To: Mr. Donnie Mims

From: Bruce R. Howell, Court Administrator

Date: January 27, 2015

Re: DYS 2014-2015 Community Grant/Subsidy Authorization

The attached grant agreement needs to be put on the County Commission working agenda for February 2nd. Then I am requesting that the rules be waived and this be placed on the official agenda. These are Part I and Part II DYS Community Grant/Subsidy Authorization funds.

Thank you for your consideration in this matter.

End of Memorandum

Commissioner Williams made a motion to approve the Alabama Department of Youth Services Grant/Subsidy Agreement for Part I, Part II and Part III funds. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Grant/Subsidy Agreement and Letter, Agenda Pages 11-2 and 11-3, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED POSITION FILL REQUESTS (4)

Administrator Mims presented the following memorandum from Assistant Chief Deputy Dave Bryan:

January 29, 2015

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

FROM: Assistant Chief Deputy Dave Bryan
Montgomery County Sheriff’s Office

SUBJECT: Approval Fill Request
For Deputy Sheriff Trainee
In Montgomery County Sheriff's Office

This memorandum is in conjunction with the previous email dated January 27, 2015, whereas I advised that Lieutenant Clarence Brannon will retire from the Montgomery County Sheriff's Office on January 31, 2015. His retirement will open positions for Lieutenant, Sergeant and Corporal Deputy Sheriff. Additionally, there is a Deputy Sheriff position open as well. At this time, I am requesting that the Montgomery County Commission approve all four fill requests.

I am attaching copies of the Fill Requests. Originals have been forwarded to Ms. Bazzell's office in Finance. Please place this on the next agenda for the approval of the County Commission.

Your assistance is greatly appreciated.

encls.

cc: Mek Abebe, Payroll
Priscilla Williams, Payroll

End of Memorandum

Commissioner Walker made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 12-2 through 12-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED GRANT AGREEMENT WITH THE ALABAMA
HISTORICAL COMMISSION REGARDING THE GOVERNOR SHORTER HOUSE/GREIL
MANSION (GRANT NUMBER GF2015-37 - \$5,000)

Administrator Mims presented the following letter from Executive Director of State of Alabama Historical Commission Frank W. White:

January 20, 2015

The Honorable Elton N. Dean, Sr.
Chairman
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

RE: GF2015-37, The Governor Shorter House

Dear Mr. Dean:

We are pleased that your application has been selected to receive funding from the 2015 Capital Enhancements Grant Program. In many cases, reductions had to be made to grant awards to meet the many needs across the State.

Enclosed is a copy of the official grant agreement between your organization and the Alabama Historical Commission. You should sign the agreement and return it as soon as possible. Funds will be distributed on a semi-annual basis, with payments expected to be mailed in late March and early September.

We are grateful to Governor Bentley and the Alabama Legislature for making these funds available. We also appreciate your commitment to preserving Alabama's historic sites and parks. Should you have any questions regarding the process, please contact John Powell at 334-230-2654 or john.powell@preserveala.org.

Yours Truly,

/s/ Frank W. White
Executive Director

End of Letter

Commissioner Williams made a motion to approve the Grant Agreement. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Grant Agreement, Alabama Historical Commission Audit Policy, and Acknowledgment of Support, Agenda Pages 13-2 through 13-5, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 10 FOR \$1,800 TO THE FRIENDS OF THE MONTGOMERY CLEAN
CITY COMMISSION FOR THE DREAM MARCHES ON YOUTH DAY OF SERVICE
EVENT

Administrator Mims requested approval of Budget Change Request Number 10, County Commission Appropriations.

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 14-1, is attached to these Minutes.)

PROBATE JUDGE'S OFFICE (ELECTIONS) – APPROVED MEMORANDUM OF
UNDERSTANDING REGARDING ADMINISTRATION OF THE 2015 SCHEDULED
MONTGOMERY MUNICIPAL ELECTION(S)

Administrator Mims presented the following memorandum from Director of Elections Daniel A. Baxter:

MEMORANDUM

Date: January 28, 2015

To: Honorable Montgomery County Commission

From: Daniel A. Baxter
Director of Elections

Re: Memorandum of Understanding Between the City of Montgomery and Montgomery County and the Budget for the 2015 Municipal Election Cycle.

On August 25, 2015 a Municipal Election is scheduled in the city of Montgomery for the purpose of electing city officials to public office. If necessary, a Run-off Election is scheduled for October 6, 2015.

The Montgomery Election Center is being retained by the City of Montgomery to administer both elections. To solidify this agreement, both entities – the City of Montgomery and Montgomery County – must confirm by approving and signing the enclosed Memorandum of Understanding.

The Memorandum of Understanding outlines the anticipated administrative and operational aspects of conducting the election(s). It also distinguishes duties and responsibilities between the Election Center and the City Clerk's office.

Also included is the detailed Budget Estimate. All rates are based on current costs to administer the election(s). It will be the responsibility of the City of Montgomery to pay for all costs associated to administer the election(s).

Please review and sign in the appropriate areas.

I will make myself available at the forthcoming Commissioners meeting to answer any questions that you may have regarding this matter.

End of Memorandum

Vice Chairman Harris made a motion to approve the Memorandum of Understanding. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Memorandum of Understanding and 2015 Municipal Election Budget Estimate, Agenda Pages 15-2 through 15-9, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Rhonda Cape of the District Attorney's Office told the Commissioners that Jerry Bloodsworth retired effective February 1, 2015.

Commissioner Williams said good morning and wished everyone a good week. He recognized Sharon Rose with the Montgomery Chamber of Commerce, adding that she is a longtime friend of 30 years.

Chairman Dean told the audience good morning. He noted that during his annual state of the county address last week, he said that he was proud of this past year and looks forward to this year. He said that the revenue is back to where we were in 2008. He expressed his appreciation to the constitutional officers and department heads for their management skills and said that we all are working as a team and a family. He said that he loves bragging about Montgomery being the number one county in the state; he loves bragging about having the best audit in the state, and he loves bragging about having the number one Sheriff's Department in the state. He added that Revenue, Probate and the Election Center are coming up with new ideas and that he is proud of what we do in Montgomery County. He noted that we will continue doing what it takes to keep revenue in an upward trend, so the Commission can do the things they need to do for the people they represent in Montgomery County.

Vice Chairman Harris stated that Chairman Dean said it all and then he thanked everyone for coming to the meeting.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

Commissioner Hall left the meeting for an airline flight to a business engagement.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

PRESENTATION BY BLUE GRAY NATIONAL COLLEGIATE TENNIS CLASSIC CHAIRMAN CLAY TORBERT DIRECTOR OF CORPORATE RELATIONS LEWIS FIGH AND PAST TOURNAMENT CHAIRMAN PAUL WINN

Blue Gray National Collegiate Tennis Classic Chairman Clay Torbert briefed the Commission regarding the 2015 Blue Gray National Tennis Tournament. Director of Corporate Relations Lewis Figh and Past Tournament Chairman Paul Winn spoke in support of the tournament. Chairman Dean requested a \$750 miscellaneous appropriation from his account, Vice Chairman Harris requested a \$500 miscellaneous appropriation from his account and Commissioner Walker requested a \$1,000 miscellaneous appropriation from her account for this event. Prior to leaving the Commission meeting, Commissioner Hall requested a \$750 miscellaneous appropriation from his account. After discussion, the Commission agreed to place these miscellaneous appropriations and a Budget Change Request in the amount of \$5,000 for this event on the next agenda.

COMMENTS BY SHERIFF DERRICK CUNNINGHAM

Sheriff Derrick Cunningham briefed the Commission regarding security in Annex III and in the Commission offices. He explained that the two proposed hallway doors in the Commission office area were not needed in that the addition of swipe card door systems would work better on existing doors. He mentioned that a door in the Finance Department hallway was needed. The Commission expressed support for these recommendations.

PRESENTATION BY CHIEF ADMINISTRATOR RHONDA CAPE WITH THE DISTRICT ATTORNEY'S OFFICE

District Attorney Chief Administrator Rhonda Cape informed the Commission that Chief Investigator Jerry Bloodsworth has retired after 25 years of service to Montgomery County. She briefed the Commission regarding a Position Fill Request for Chief Investigator and other related positions. After discussion, the Commission agreed to place these requests on the next agenda.

PRESENTATION BY RESEARCH COORDINATOR JOE ADAMS WITH PUBLIC AFFAIRS RESEARCH COUNCIL OF ALABAMA

Research Coordinator Joe Adams with the Public Affairs Research Council of Alabama briefed the Commission regarding new sources of revenue. Chairman Dean requested information regarding Montgomery County's ad valorem taxes. (Copy of Handout Regarding Rental Tax Comparisons, Pages 17-1 through 17-10, is attached to these Minutes.)

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented the Schedule of Upcoming Bids/Contract Renewals for February and March 2015.

Administrator Mims noted an employee who has submitted a Notice of Application for Retirement Allowance.

COMMENTS FROM PUBLIC AFFAIRS DIRECTOR DIDI HENRY

Public Affairs Director DiDi Henry wished a happy birthday to Commissioner Walker who will be celebrating her birthday on Sunday and noted that Commissioner Williams will be celebrating his birthday later this month. She then reviewed the Commission calendar of events noting the Montgomery Legislative Delegation Breakfast which will be held at 8:30 a.m. on Wednesday, February 25th at the Small Business Resource Center.

RECESS TO EXECUTIVE SESSION

Commissioner Walker made a motion to go into the Executive Session, based upon a letter from Attorney H. Lewis Gillis with Means Gillis Law, LLC, to discuss the possible lease, sale and/or purchase of property. The motion was seconded by Vice Chairman Harris and unanimously approved by each Commissioner openly giving their individual vote. Administrator Mims noted

that Chairman Dean, Vice Chairman Harris, Commissioner Walker and Commissioner Williams were present and stated that the Commission would adjourn immediately following the Executive Session. Chairman Dean recessed the Information Session to the Executive Session. (Copies of Letter from Attorney H. Lewis Gillis and a Checklist for Conducting Lawful Executive Sessions, Pages 18-1 and 18-2, are attached to these Minutes.)

ADJOURNMENT

Vice Chairman Harris made a motion to adjourn the meeting of the Montgomery County Commission on February 2, 2015. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

02-02-15 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 01-16-15

Check Number	To	Check Number
250365		250440
Total Checks Paid		\$788,207.98

CHECK #	PAYEE	AMOUNT	DATE
250364	Stivers Ford Lincoln Mazda	\$26,375.00	01-09-15

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

02-02-15 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 01-16-15

Check Number	To	Check Number
250441		250524
Total Checks Paid		\$1,088,636.52

**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 ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 01-23-15

Check Number	To	Check Number
250529		250571
Total Checks Paid		\$498,265.57

CHECK #	PAYEE	AMOUNT	DATE
250525	Ben Atkinson Motors, Inc.	\$17,749.00	01-16-15
250526	Postmaster	\$ 251.42	01-16-15
250527	Postmaster	\$ 1,129.05	01-20-15
250528	Ben Atkinson	\$78,063.00	01-21-15

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

02-02-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 01-23-15

Check Number	To	Check Number
250572		250642
Total Checks Paid		\$638,992.47

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

02/02/15 Meeting

MONTGOMERY COUNTY COMMISSION

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

**CHECKS ARE DATED
01/23/15**

Payroll Check Number	121941	To	Payroll Check Number	122020	\$	53,988.58
Direct Deposits					\$	808,040.88
Payroll Check Number	122021	To	Payroll Check Number	122048	\$	249,042.78
Direct Deposits					\$	357,025.83
Federal Deposits					\$	311,726.21
Total Payroll Paid					\$	1,779,824.28

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

RESOLUTION _____

WHEREAS, the County Commission of Montgomery County, Alabama (the "County") has caused legal notice (the "Notice") of proposed action to be taken by the County with regard to that certain Project Development Agreement (the "Agreement") by and among the County, the City of Montgomery, Alabama, and Faircourt Properties, L.L.C., an Alabama limited liability company (the "Company"), to be published in The Montgomery Advertiser on January 24, 2015 ; and

WHEREAS, a copy of the Notice is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, a draft of the Agreement is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, after due consideration, the County Commission of the County finds that it is necessary, proper, for a valid and sufficient public purpose and in the public interest, and in accordance with Amendment No. 772 to the Constitution of Alabama (1901) (Section 94.01(a)(3) of the Recompiled Constitution of Alabama and hereinafter referred to as "Amendment No. 772"), that the County should enter into the Agreement; and

WHEREAS, the County Commission of the County finds and determines that the Agreement will promote the economic development of the County and, accordingly, is for a public purpose and is authorized by and consistent with Amendment No. 772.

NOW THEREFORE, BE IT RESOLVED by the County Commission of the County, as follows:

1. The Chairman of the County Commission of the County shall be and hereby is authorized to execute and deliver to the Company on behalf of the County an agreement that substantially conforms to the draft of the Agreement attached hereto as Exhibit B and incorporated herein by reference; and

2. The Chairman of the County Commission of the County shall be and hereby is authorized to execute such documents or to take such additional actions as are necessary and appropriate to the accomplishment of the purposes of the Agreement.

ADOPTED this the ____ day of _____, 2015.

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, Donald L. Mims, County 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 _____ day of _____, 2015.

GIVEN under my hand and the official SEAL of Montgomery County, Alabama, this the
_____ day of _____, 2015.

DONALD L. MIMS, COUNTY ADMINISTRATOR

APPROVED: _____

ELTON N. DEAN, SR., CHAIRMAN

**Projects
in
City of Montgomery, Montgomery County, Alabama
for consideration for
Economic Development Incentives**

*** A. Faircourt Properties, L.L.C.**

Faircourt Properties, L.L.C. is redeveloping the Faircourt Shopping Center located at the intersection of West Fairview Avenue and South Court Street in Montgomery, Alabama. The redevelopment efforts include construction of a 13,120 square foot addition and a façade upgrade for the shopping center. The redevelopment project will reflect an investment of at least \$1,760,000, has created at least 55 construction-related jobs and will result in at least 20 new jobs when completed. Faircourt Properties, L.L.C. is led by Lee Willcoxon.

Faircourt Properties is requesting that the City of Montgomery, Alabama (the “City”) and Montgomery County, Alabama (the “County”) abate (1) the non-educational portion of sales taxes associated with construction materials used by the developer as part of the redevelopment effort, and (2) the non-educational portion of the City’s and County’s portion of property taxes related to the incremental increase in property values resulting from the redevelopment project.

B. Big Daddy Foods, Inc.

Big Daddy Foods, Inc. is redeveloping the property located at 2020 East South Boulevard (former Food World location) to operate a full service grocery store at the site. The redevelopment efforts will represent an investment equal to at least \$5,000,000 and create at least 85 new jobs when the project is completed. Big Daddy Foods, Inc. is led by Todd Vowell and it or its affiliates also operate the Cash Saver grocery store located at 5458 B Atlanta Highway in Montgomery.

Big Daddy Foods, Inc. is requesting that the City and the County abate (1) the non-educational portion of sales taxes associated with construction materials used by the developer as part of the redevelopment effort, and (2) the non-educational portion of the City’s and County’s portion of property taxes related to the incremental increase in property values resulting from the redevelopment project.

PROJECT DEVELOPMENT AGREEMENT

BY AND AMONG

**MONTGOMERY COUNTY, ALABAMA,
THE CITY OF MONTGOMERY, ALABAMA**

AND

FAIRCOURT PROPERTIES, L.L.C.

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (this "Agreement") is hereby made and entered into this _____ day of _____, 2015, by and among **MONTGOMERY COUNTY, ALABAMA** (the "County"), the **CITY OF MONTGOMERY, ALABAMA** (the "City"), and **FAIRCOURT PROPERTIES, L.L.C.**, an Alabama limited liability company (the "Company"). The Company, the County, and the City are each a "Party" to this Agreement and are collectively referred to as the "Parties".

RECITALS

WHEREAS, the County and the City support and encourage business and industrial development within Alabama; and

WHEREAS, the Company is in the process of redeveloping and renovating certain real estate located at the corner of Fairview Avenue and South Court Street in the City (the "Project Site"); and

WHEREAS, the Company will redevelop and expand a shopping center (the "Project") on the Project Site; and

WHEREAS, the Company commits that the Project will create at least twenty (20) full-time jobs and represent a capital investment equal to or greater than One Million Seven Hundred Thousand and No/100 Dollars (\$1,700,000.00); and

WHEREAS, the County, and the City are desirous of having the Company undertake said job creation and substantial capital improvements at the Project Site; and

WHEREAS, Amendment No. 772 to the Constitution of Alabama (1901) authorizes the County and the City to lend its credit to or grant public funds and things of value in aid of or to any Company or other business entity for the purpose of promoting the economic development and industrial development within its jurisdiction; and

WHEREAS, the County and the City have determined that entering into this Agreement is for a valid and sufficient public purpose; and

WHEREAS, the Parties are desirous of setting forth such proposals in a valid, binding and enforceable agreement; and

WHEREAS, on the Effective Date the commitments contained in this Agreement are made in consideration for the Company's decision to locate, renovate and operate the Project on the Project Site.

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

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

2. **Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

“**Agreement**” means this Project Development Agreement.

“**City**” has the meaning set forth in the Preamble to this Agreement.

“**Commence Construction**” means that the Company has begun the physical work to construct the Project for its intended use, using appropriate equipment and manpower to construct, equip and start up the Project.

“**Commence Operations**” shall mean the date upon which the Company first distributes goods from the Project.

“**Company**” has the meaning set forth in the Preamble to this Agreement.

“**County**” has the meaning set forth in the Preamble to this Agreement.

“**Effective Date**” shall mean the date upon which all of the Parties have executed this Agreement.

“**Force Majeure**” means acts of God; governmental delays; change in governmental laws, orders, rules or regulations prohibiting the applicable action; acts of public enemy; wars; blockades; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; storms; hurricanes; floods; washouts; civil disturbances; and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension, and which by the exercise of due diligence, such Party is or would have been unable to prevent or overcome. “**Force Majeure**” shall also be deemed to include the failure of another party hereto to timely fulfill its obligations under this Agreement.

“**Party**” has the meaning set forth in the Preamble to this Agreement.

“**Parties**” has the meaning set forth in the Preamble to this Agreement.

“**Project**” has the meaning set forth in the third WHEREAS clause of this Agreement.

“**Project Site**” has the meaning set forth in the second WHEREAS clause of this Agreement.

3. **The Company’s Commitments.**

(a) In consideration of the incentives described herein, the Company makes the following commitments:

(i) The Company acknowledges that the citizens of Montgomery County, Alabama, and the City of Montgomery, Alabama anticipate the prompt receipt of substantial economic benefit to the local economies in return for the investment of public money in the Project. Therefore, the Company agrees to use commercially reasonable efforts to prosecute the development of the Project.

(ii) In furtherance of this Project, subject to an event of Force Majeure, the Company will fulfill its Capital Commitment not later than December 31, 2015.

(iii) Adequate funding to complete the development and construction of the Project and to conduct the Company's business at the Project has been committed to the Project by the Company's management.

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

(v) The Company is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment.

(vi) The Company has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that any authorization, approval, resolution or consent of the Company's officers, managers, trustees, members or any other persons is required under either the Company's organizational and/or governing documents or otherwise is required by law and to the extent that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for it to have entered into this Agreement and make the commitments contained in this Agreement, that such authorizations, approvals and consents have been duly obtained in accordance with applicable law and procedures.

(b) In consideration of the County and the City providing the incentives described herein, the Company makes the following commitments to the County and the City:

(i) The Company shall give commercially reasonable consideration to contractors located in the City and the County to provide products and services in developing, constructing, and operating the Project. The Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Company.

(ii) The Company shall give commercially reasonable consideration to qualified City and County residents for employment at the Project, subject in all cases to the Company's then usual and customary hiring policies.

4. Tax Abatements.

(a) Pursuant to the provisions of Amendment No. 772 to the Constitution of Alabama (1901), the County hereby agrees to provide the Company the benefit of the following tax incentives, which for ease of administration shall be in the form of the following tax abatements:

(i) An abatement equal to all noneducational County real property and personal property ad valorem taxes on the Project Site, the redevelopment and expansion of a shopping center and other real property improvements to be located at the Project Site, personal property located at, on or about the Project Site, and any other real or personal property purchased in connection with, incorporated into, and used in the operation of the Project (including, without limitation, signs, and trailers used in the operation of the Project) as of and through the date on which the Company Commences Operations, for a period of ten (10) years, the abatement of the aforesaid taxes by the County shall not exceed \$18,750.00 per year (the abated amount shall be deducted and reflected on the annual tax bill sent out by the Montgomery County Revenue Commissioner); and

(ii) An abatement of all noneducational County sales, use and all other similar taxes on the purchase or consumption of machinery, equipment, furniture, signs, construction materials and all other tangible personal property incorporated into the Project as of and through the date on which the Company Commences Operations (including, without limitation, signs, trailers used in the operation of the Project) and any machinery, equipment and other personal property transferred by the Company from a facility outside the State of Alabama to the Project Site for incorporation into the Project as of and through the date on which the Company Commences Operations (including, without limitation, trailers used in the operation of the Project).

(b) Pursuant to the provisions of Amendment No. 772 to the Constitution of Alabama (1901), the City hereby agrees to provide the Company the benefit of the following tax incentives, which for ease of administration shall be in the form of the following tax abatements:

(i) An abatement equal to all noneducational City real property and personal property ad valorem taxes on the Project Site, the redevelopment and expansion of a shopping center and other real property improvements to be located at the Project Site, personal property located at, on or about the Project Site, and any other real or personal property purchased in connection with, incorporated into, and used in the operation of the Project as of and through the date on which the Company Commences Operations, for a period of ten (10) years, the abatement of the aforesaid taxes by the City shall not exceed \$31,250.00 per year (the abated amount shall be deducted and reflected on the annual tax bill sent out by the Montgomery County Revenue Commissioner); and

(ii) An abatement of all noneducational City sales, use and all other similar taxes on the purchase or consumption of machinery, equipment, furniture, signs, construction materials and all other tangible personal property incorporated into the Project as of and through the date on which the Company Commences Operations and any machinery, equipment and other personal property transferred by the Company from a facility outside the State of Alabama

to the Project Site for the Project as of and through the date on which the Company Commences Operations.

(c) For convenience of the parties, the Company shall initially pay all noneducational County and City sales, use and all other similar taxes on the purchase or consumption of items for which such taxes are otherwise abated hereinabove and thereafter the Company shall petition for a refund of all such taxes paid by the Company which are otherwise abated hereinabove. To request a refund of all noneducational County and City sales, use and all other similar taxes otherwise abated by County and City hereinabove, the Company shall submit to the Finance Department for County and City a petition for refund of noneducational County and City sales, use and all other similar taxes on the purchase or consumption of items that are actually paid by the Company (or its agents, contractors, or subcontractors) and for which such taxes are otherwise abated hereinabove (the "Refund Petition"). The Refund Petition shall be accompanied by supporting documentation which demonstrates to the reasonable satisfaction of County and City that the taxes for which refund is sought were incurred only for the developing or constructing of the Project and were actually paid by the Company (or its agents, contractors, or subcontractors). The Company shall submit only one (1) Refund Petition to each of County and City and such Refund Petition shall be submitted to County and City within sixty (60) days following the date on which the Company Commences Operations and County and City shall thereafter promptly refund such abated taxes documented to the reasonable satisfaction of County and City that were actually paid by the Company (or its agents, contractors, or subcontractors).

5. Assistance with Permits.

The County and the City agree, to the extent permitted by applicable law and with the cooperation of the Company:

(i) To do all things and take all actions necessary to assist the Company in its timely filing of all applications for obtaining, modifying, transferring, and/or renewing all applicable permits with the federal government, the County, and the City and all applicable agencies thereof; such assistance to include, when applicable, facilitating the timely consideration, processing, and issuance of all permits required in connection with the establishment and subsequent operation of the Project. Such permits shall include, but are not necessarily limited to site plan approvals, construction and building permits, approvals for the abandonment and creation of all rights-of-way acquisitions and easements, and environmental permits, all to be issued on an expedited basis in order to permit construction of the Project to proceed in a timely manner; and

(ii) To use their best efforts to cause all permit decisions necessary for construction and subsequent operation of the Project to be made within fifteen (15) days (thirty (30) days if a public hearing is requested) of filing the applicable and materially complete application in accordance with the applicable statutes and regulations.

6. Certain Representations and Warranties. As of the Effective Date of this Agreement, the County and the City each represent and warrant that:

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

(b) Such Party has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement, and to the extent that any authorization, approval, or consent of any other government authority, body, or agency or third party is required for it to have entered into this Agreement and make the commitments contained in this Agreement, that such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures.

7. **Force Majeure.** In the event of any Party hereto being rendered unable, wholly or in part, by reason of an event of Force Majeure to carry out its obligations hereunder, and regardless of whether or not expressly provided herein, the obligations of such party suffering such event of Force Majeure shall be suspended during the continuance of any inability so caused, provided, however, that such Party suffering the event of Force Majeure shall (a) deliver prompt notice, to the Party to whom the obligations are due, of the occurrence of such event of Force Majeure (such notice to describe the circumstances creating the event and the steps that such Party proposes to take to eliminate the event or the effects thereof), (b) use its best efforts to eliminate such event or the effects thereof and shall deliver periodic status reports regarding such efforts to the Party to whom the obligations are due, (c) promptly deliver notice to the Party to whom the obligations are due when such event has been eliminated or has ceased to prevent the performance of the suffering Party's obligations and (d) proceed to fulfill or perform such obligations as soon as reasonably practical after the event has been eliminated or has ceased to prevent the performance of the suffering Party's obligations.

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

9. **Assignment.** This Agreement is not assignable, except that the Company shall have the right at any time to assign all its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any affiliate of the Company that agrees to assume assigned obligations of the Company in and to the Project; and if so assigned, the Company shall continue to be responsible for the performance of the obligations of the Company under this Agreement unless specifically excused therefrom by the County and the City, to be expressed in writing and signed by an authorized representative of the County and the City.

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

11. **Survival of Representations and Warranties.** The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

12. **Waivers.** Waiver of any of the obligations of any Party under this Agreement shall be effective only when stated in writing and signed by the waiving Party. No delay or omission to

exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision.

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

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

MONTGOMERY COUNTY,
ALABAMA

Montgomery County Commission
Elton N. Dean, Sr., Chairman
101 S. Lawrence Street
Montgomery, AL 36104
Telephone: (334) 832-1210
Facsimile: (334) 832-2533

MONTGOMERY COUNTY,
ALABAMA

Montgomery County Commission
Donald L. Mims
101 S. Lawrence Street
Montgomery, AL 36104
Telephone: (334) 832-1210
Facsimile: (334) 832-2533

With a copy to:

Tommy Gallion
Haskell Slaughter
305 South Lawrence Street
Montgomery, Alabama 36104
Telephone: (334) 264-7945
Facsimile: (334) 265-8573

CITY OF MONTGOMERY,
ALABAMA

Honorable Todd Strange
Mayor of the City of Montgomery
103 North Perry Street
Montgomery, AL 36104
Telephone: (334) 241-2096
Facsimile: (334) 241-2056

With a copy to:

Riley W. Roby
Balch & Bingham LLP
105 Tallapoosa Street, Suite 200
Montgomery, AL 36104

Telephone: (334) 269-3120
Facsimile: (877) 453-6422

FAIRCOURT PROPERTIES,
L.L.C.

Lee Willcoxon

Montgomery, AL
Telephone: (334) 318-0789

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

15. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue in effect through December 31, 2016.

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

17. **Severability.** In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby, and in the event any such provision is held to be invalid, illegal or unenforceable, those Parties affected by such event shall exercise their best efforts to agree upon a provision in substitution for such invalid, illegal or unenforceable provision that is as near in economic benefit as possible to the provision found to be invalid, illegal or unenforceable.

18. **No Third-Party Beneficiaries.** Other than as set forth in this Agreement, this Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

19. **Press Releases.** Each of the Parties hereto agrees to cooperate to coordinate with the Company, to the extent permitted by law, in connection with all press releases and publications concerning the Project. The Company shall be free to issue or file with all applicable regulatory authorities such documents as it considers necessary or appropriate, including without limitation, all filings with the appropriate securities law authorities and stock exchanges. The County and the City may make such disclosures as it feels are required to be disclosed by applicable law.

20. **Governing Law.** The governing law of this Agreement shall be the law of the State of Alabama without regard to conflicts of law provisions.

21. **Construction.** In this Agreement, unless the context indicates otherwise, the singular includes the plural and the plural the singular, references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; the words

“including,” “includes” and “include” shall be deemed to be followed by the words “without limitation” or “but not limited to” or words of similar import; references to exhibits, attachments or appendices are to those of this Agreement unless otherwise indicated and shall be deemed to include all subsequent modifications thereto; references to agreements and other contractual instruments shall be deemed to include all exhibits, attachments and appendices attached thereto and all subsequent amendments and other modifications to such instrument; and references to Parties include their respective successors and permitted assigns.

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

[Execution begins on following page]

WHEREFORE, the Parties hereto have caused this Agreement to be signed and delivered by their duly authorized representatives as of the date first above indicated.

MONTGOMERY COUNTY, ALABAMA

By: _____
(signature)

Name: Elton N. Dean, Sr.
Title: County Commission Chairman

CITY OF MONTGOMERY, ALABAMA

By: _____
(signature)

Name: Todd Strange
Title: Mayor

FAIRCOURT PROPERTIES, L.L.C.

By: _____
(signature)

Name: Lee Willcoxon
Title: Member

**EXHIBIT A
PROJECT SITE**



RESOLUTION _____

WHEREAS, the County Commission of Montgomery County, Alabama (the "County") has caused legal notice (the "Notice") of proposed action to be taken by the County with regard to that certain Project Development Agreement (the "Agreement") by and among the County, the City of Montgomery, Alabama, and Big Daddy Foods, Inc., a Mississippi corporation (the "Corporation"), to be published in The Montgomery Advertiser on January 24, 2015 ; and

WHEREAS, a copy of the Notice is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, a draft of the Agreement is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, after due consideration, the County Commission of the County finds that it is necessary, proper, for a valid and sufficient public purpose and in the public interest, and in accordance with Amendment No. 772 to the Constitution of Alabama (1901) (Section 94.01(a)(3) of the Recompiled Constitution of Alabama and hereinafter referred to as "Amendment No. 772"), that the County should enter into the Agreement; and

WHEREAS, the County Commission of the County finds and determines that the Agreement will promote the economic development of the County and, accordingly, is for a public purpose and is authorized by and consistent with Amendment No. 772.

NOW THEREFORE, BE IT RESOLVED by the County Commission of the County, as follows:

1. The Chairman of the County Commission of the County shall be and hereby is authorized to execute and deliver to the Corporation on behalf of the County an agreement that substantially conforms to the draft of the Agreement attached hereto as Exhibit B and incorporated herein by reference; and

2. The Chairman of the County Commission of the County shall be and hereby is authorized to execute such documents or to take such additional actions as are necessary and appropriate to the accomplishment of the purposes of the Agreement.

ADOPTED this the ____ day of _____, 2015.

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, Donald L. Mims, County 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 _____ day of _____, 2015.

GIVEN under my hand and the official SEAL of Montgomery County, Alabama, this the
_____ day of _____, 2015.

DONALD L. MIMS, COUNTY ADMINISTRATOR

APPROVED:_____

ELTON N. DEAN, SR., CHAIRMAN

**Projects
in
City of Montgomery, Montgomery County, Alabama
for consideration for
Economic Development Incentives**

A. Faircourt Properties, L.L.C.

Faircourt Properties, L.L.C. is redeveloping the Faircourt Shopping Center located at the intersection of West Fairview Avenue and South Court Street in Montgomery, Alabama. The redevelopment efforts include construction of a 13,120 square foot addition and a façade upgrade for the shopping center. The redevelopment project will reflect an investment of at least \$1,760,000, has created at least 55 construction-related jobs and will result in at least 20 new jobs when completed. Faircourt Properties, L.L.C. is led by Lee Willcoxon.

Faircourt Properties is requesting that the City of Montgomery, Alabama (the “City”) and Montgomery County, Alabama (the “County”) abate (1) the non-educational portion of sales taxes associated with construction materials used by the developer as part of the redevelopment effort, and (2) the non-educational portion of the City’s and County’s portion of property taxes related to the incremental increase in property values resulting from the redevelopment project.

*** B. Big Daddy Foods, Inc.**

Big Daddy Foods, Inc. is redeveloping the property located at 2020 East South Boulevard (former Food World location) to operate a full service grocery store at the site. The redevelopment efforts will represent an investment equal to at least \$5,000,000 and create at least 85 new jobs when the project is completed. Big Daddy Foods, Inc. is led by Todd Vowell and it or its affiliates also operate the Cash Saver grocery store located at 5458 B Atlanta Highway in Montgomery.

Big Daddy Foods, Inc. is requesting that the City and the County abate (1) the non-educational portion of sales taxes associated with construction materials used by the developer as part of the redevelopment effort, and (2) the non-educational portion of the City’s and County’s portion of property taxes related to the incremental increase in property values resulting from the redevelopment project.

PROJECT DEVELOPMENT AGREEMENT

BY AND AMONG

**MONTGOMERY COUNTY, ALABAMA,
THE CITY OF MONTGOMERY, ALABAMA**

AND

BIG DADDY FOODS, INC.

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (this "Agreement") is hereby made and entered into this _____ day of _____, 2015, by and among **MONTGOMERY COUNTY, ALABAMA** (the "County"), the **CITY OF MONTGOMERY, ALABAMA** (the "City"), and **BIG DADDY FOODS, INC.**, a Mississippi corporation (the "Corporation"). The Corporation, the County, and the City are each a "Party" to this Agreement and are collectively referred to as the "Parties".

RECITALS

WHEREAS, the County and the City support and encourage business and industrial development within Alabama; and

WHEREAS, the Company is in the process of redeveloping and renovating certain real estate located at 2020 East South Boulevard in the City (the "Project Site"); and

WHEREAS, the Company will operate a full service grocery store (the "Project") on the Project Site; and

WHEREAS, the Company commits that the Project will create jobs for at least eighty-five (85) direct employees of the Company and represent a capital investment equal to or greater than Five Million and No/100 Dollars (\$5,000,000.00); and

WHEREAS, the County, and the City are desirous of having the Corporation undertake said job creation and substantial capital improvements at the Project Site; and

WHEREAS, Amendment No. 772 to the Constitution of Alabama (1901) authorizes the County and the City to lend its credit to or grant public funds and things of value in aid of or to any Corporation or other business entity for the purpose of promoting the economic development and industrial development within its jurisdiction; and

WHEREAS, the County and the City have determined that entering into this Agreement is for a valid and sufficient public purpose; and

WHEREAS, the Parties are desirous of setting forth such proposals in a valid, binding and enforceable agreement; and

WHEREAS, on the Effective Date the commitments contained in this Agreement are made in consideration for the Corporation's decision to locate, renovate and operate the Project on the Project Site.

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

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

2. **Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

“Agreement” means this Project Development Agreement.

“City” has the meaning set forth in the Preamble to this Agreement.

“Commence Construction” means that the Corporation has begun the physical work to construct the Project for its intended use, using appropriate equipment and manpower to construct, equip and start up the Project.

“Commence Operations” shall mean the date upon which the Corporation first distributes goods from the Project.

“Corporation” has the meaning set forth in the Preamble to this Agreement.

“County” has the meaning set forth in the Preamble to this Agreement.

“Effective Date” shall mean the date upon which all of the Parties have executed this Agreement.

“Force Majeure” means acts of God; governmental delays; change in governmental laws, orders, rules or regulations prohibiting the applicable action; acts of public enemy; wars; blockades; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; storms; hurricanes; floods; washouts; civil disturbances; and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension, and which by the exercise of due diligence, such Party is or would have been unable to prevent or overcome. “Force Majeure” shall also be deemed to include the failure of another party hereto to timely fulfill its obligations under this Agreement.

“Party” has the meaning set forth in the Preamble to this Agreement.

“Parties” has the meaning set forth in the Preamble to this Agreement.

“Project” has the meaning set forth in the third WHEREAS clause of this Agreement.

“Project Site” has the meaning set forth in the second WHEREAS clause of this Agreement.

3. **The Corporation’s Commitments.**

(a) In consideration of the incentives described herein, the Corporation makes the following commitments:

(i) The Corporation acknowledges that the citizens of Montgomery County, Alabama, and the City of Montgomery, Alabama anticipate the prompt receipt of substantial economic benefit to the local economies in return for the investment of public money in the Project. Therefore, the Corporation agrees to use commercially reasonable efforts to prosecute the development of the Project.

(ii) In furtherance of this Project, subject to an event of Force Majeure, the Corporation will fulfill its Capital Commitment not later than December 31, 2015.

(iii) Adequate funding to complete the development and construction of the Project and to conduct the Corporation's business at the Project has been committed to the Project by the Corporation's management.

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

(v) The Corporation is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment.

(vi) The Corporation has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that any authorization, approval, resolution or consent of the Corporation's officers, managers, trustees, members or any other persons is required under either the Corporation's organizational and/or governing documents or otherwise is required by law and to the extent that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for it to have entered into this Agreement and make the commitments contained in this Agreement, that such authorizations, approvals and consents have been duly obtained in accordance with applicable law and procedures.

(b) In consideration of the County and the City providing the incentives described herein, the Corporation makes the following commitments to the County and the City:

(i) The Corporation has contracted with Ingram Construction, LLC, an Alabama limited liability Corporation located in the City, to provide products and services in developing, constructing, and operating the Project. The Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Corporation.

(ii) The Corporation shall give commercially reasonable consideration to qualified Montgomery residents for employment at the Project, subject in all cases to the Corporation's then usual and customary hiring policies.

4. Tax Abatements.

(a) Pursuant to the provisions of Amendment No. 772 to the Constitution of Alabama (1901), the County hereby agrees to provide the Corporation the benefit of the following tax incentives, which for ease of administration shall be in the form of the following tax abatements:

(i) An abatement equal to all noneducational County real property and personal property ad valorem taxes on the Project Site, the full service grocery store and other real property improvements to be located at the Project Site, personal property located at, on or about the Project Site, and any other real or personal property purchased in connection with, incorporated into, and used in the operation of the Project (including, without limitation, signs, and trailers used in the operation of the Project) as of and through the date on which the Corporation Commences Operations, for a period of ten (10) years, the abatement of the aforesaid taxes by the County shall not exceed \$18,750.00 per year (the abated amount shall be deducted and reflected on the annual tax bill sent out by the Montgomery County Revenue Commissioner); and

(ii) An abatement of all noneducational County sales, use and all other similar taxes on the purchase or consumption of machinery, equipment, furniture, signs, construction materials and all other tangible personal property incorporated into the Project as of and through the date on which the Corporation Commences Operations (including, without limitation, signs, trailers used in the operation of the Project) and any machinery, equipment and other personal property transferred by the Corporation from a facility outside the State of Alabama to the Project Site for incorporation into the Project as of and through the date on which the Corporation Commences Operations (including, without limitation, trailers used in the operation of the Project).

(b) Pursuant to the provisions of Amendment No. 772 to the Constitution of Alabama (1901), the City hereby agrees to provide the Corporation the benefit of the following tax incentives, which for ease of administration shall be in the form of the following tax abatements:

(i) An abatement equal to all noneducational City real property and personal property ad valorem taxes on the Project Site, the full service grocery store and other real property improvements to be located at the Project Site, personal property located at, on or about the Project Site, and any other real or personal property purchased in connection with, incorporated into, and used in the operation of the Project as of and through the date on which the Corporation Commences Operations, for a period of ten (10) years, the abatement of the aforesaid taxes by the City shall not exceed \$31,250.00 per year (the abated amount shall be deducted and reflected on the annual tax bill sent out by the Montgomery County Revenue Commissioner); and

(ii) An abatement of all noneducational City sales, use and all other similar taxes on the purchase or consumption of machinery, equipment, furniture, signs, construction materials and all other tangible personal property incorporated into the Project as of and through the date on which the Corporation Commences Operations and any machinery, equipment and other personal property transferred by the Corporation from a facility outside the State of

Alabama to the Project Site for incorporation into the Project as of and through the date on which the Corporation Commences Operations.

(c) For convenience of the parties, the Corporation shall initially pay all noneducational County and City sales, use and all other similar taxes on the purchase or consumption of items for which such taxes are otherwise abated hereinabove and thereafter the Corporation shall petition for a refund of all such taxes paid by the Corporation which are otherwise abated hereinabove. To request a refund of all noneducational County and City sales, use and all other similar taxes otherwise abated by County and City hereinabove, the Corporation shall submit to the Finance Department for County and City a petition for refund of noneducational County and City sales, use and all other similar taxes on the purchase or consumption of items that are actually paid by the Corporation (or its agents, contractors, or subcontractors) and for which such taxes are otherwise abated hereinabove (the "Refund Petition"). The Refund Petition shall be accompanied by supporting documentation which demonstrates to the reasonable satisfaction of County and City that the taxes for which refund is sought were incurred only for the developing or constructing of the Project and were actually paid by the Corporation (or its agents, contractors, or subcontractors). The Corporation shall submit only one (1) Refund Petition to each of County and City and such Refund Petition shall be submitted to County and City within sixty (60) days following the date on which the Corporation Commences Operations and County and City shall thereafter promptly refund such abated taxes documented to the reasonable satisfaction of County and City that were actually paid by the Corporation (or its agents, contractors, or subcontractors).

5. Assistance with Permits.

The County and the City agree, to the extent permitted by applicable law and with the cooperation of the Corporation:

(i) To do all things and take all actions necessary to assist the Corporation in its timely filing of all applications for obtaining, modifying, transferring, and/or renewing all applicable permits with the federal government, the County, and the City and all applicable agencies thereof; such assistance to include, when applicable, facilitating the timely consideration, processing, and issuance of all permits required in connection with the establishment and subsequent operation of the Project. Such permits shall include, but are not necessarily limited to site plan approvals, construction and building permits, approvals for the abandonment and creation of all rights-of-way acquisitions and easements, and environmental permits, all to be issued on an expedited basis in order to permit construction of the Project to proceed in a timely manner; and

(ii) To use their best efforts to cause all permit decisions necessary for construction and subsequent operation of the Project to be made within fifteen (15) days (thirty (30) days if a public hearing is requested) of filing the applicable and materially complete application in accordance with the applicable statutes and regulations.

6. Certain Representations and Warranties. As of the Effective Date of this Agreement, the County and the City each represent and warrant that:

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

(b) Such Party has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement, and to the extent that any authorization, approval, or consent of any other government authority, body, or agency or third party is required for it to have entered into this Agreement and make the commitments contained in this Agreement, that such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures.

7. **Force Majeure.** In the event of any Party hereto being rendered unable, wholly or in part, by reason of an event of Force Majeure to carry out its obligations hereunder, and regardless of whether or not expressly provided herein, the obligations of such party suffering such event of Force Majeure shall be suspended during the continuance of any inability so caused, provided, however, that such Party suffering the event of Force Majeure shall (a) deliver prompt notice, to the Party to whom the obligations are due, of the occurrence of such event of Force Majeure (such notice to describe the circumstances creating the event and the steps that such Party proposes to take to eliminate the event or the effects thereof), (b) use its best efforts to eliminate such event or the effects thereof and shall deliver periodic status reports regarding such efforts to the Party to whom the obligations are due, (c) promptly deliver notice to the Party to whom the obligations are due when such event has been eliminated or has ceased to prevent the performance of the suffering Party's obligations and (d) proceed to fulfill or perform such obligations as soon as reasonably practical after the event has been eliminated or has ceased to prevent the performance of the suffering Party's obligations.

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

9. **Assignment.** This Agreement is not assignable, except that the Corporation shall have the right at any time to assign all its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any affiliate of the Corporation that agrees to assume assigned obligations of the Corporation in and to the Project; and if so assigned, the Corporation shall continue to be responsible for the performance of the obligations of the Corporation under this Agreement unless specifically excused therefrom by the County and the City, to be expressed in writing and signed by an authorized representative of the County and the City.

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

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12. **Waivers.** Waiver of any of the obligations of any Party under this Agreement shall be effective only when stated in writing and signed by the waiving Party. No delay or omission to

exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision.

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MONTGOMERY COUNTY,
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Donald L. Mims
101 S. Lawrence Street
Montgomery, AL 36104
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With a copy to:

Tommy Gallion
Haskell Slaughter
305 South Lawrence Street
Montgomery, Alabama 36104
Telephone: (334) 264-7945
Facsimile: (334) 265-8573

CITY OF MONTGOMERY,
ALABAMA

Honorable Todd Strange
Mayor of the City of Montgomery
103 North Perry Street
Montgomery, AL 36104
Telephone: (334) 241-2096
Facsimile: (334) 241-2056

With a copy to:

Riley W. Roby
Balch & Bingham LLP
105 Tallapoosa Street, Suite 200
Montgomery, AL 36104

Telephone: (334) 269-3120
Facsimile: (877) 453-6422

BIG DADDY FOODS, INC.

Todd Vowell

Telephone: () _____
Facsimile: () _____

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

15. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue in effect through December 31, 2016.

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

17. **Severability.** In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby, and in the event any such provision is held to be invalid, illegal or unenforceable, those Parties affected by such event shall exercise their best efforts to agree upon a provision in substitution for such invalid, illegal or unenforceable provision that is as near in economic benefit as possible to the provision found to be invalid, illegal or unenforceable.

18. **No Third-Party Beneficiaries.** Other than as set forth in this Agreement, this Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

19. **Press Releases.** Each of the Parties hereto agrees to cooperate to coordinate with the Corporation, to the extent permitted by law, in connection with all press releases and publications concerning the Project. The Corporation shall be free to issue or file with all applicable regulatory authorities such documents as it considers necessary or appropriate, including without limitation, all filings with the appropriate securities law authorities and stock exchanges. The County and the City may make such disclosures as it feels are required to be disclosed by applicable law.

20. **Governing Law.** The governing law of this Agreement shall be the law of the State of Alabama without regard to conflicts of law provisions.

21. **Construction.** In this Agreement, unless the context indicates otherwise, the singular includes the plural and the plural the singular, references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending,

replacing, succeeding or supplementing the statute, section or regulation referred to; the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation” or “but not limited to” or words of similar import; references to exhibits, attachments or appendices are to those of this Agreement unless otherwise indicated and shall be deemed to include all subsequent modifications thereto; references to agreements and other contractual instruments shall be deemed to include all exhibits, attachments and appendices attached thereto and all subsequent amendments and other modifications to such instrument; and references to Parties include their respective successors and permitted assigns.

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

[Execution begins on following page]

WHEREFORE, the Parties hereto have caused this Agreement to be signed and delivered by their duly authorized representatives as of the date first above indicated.

MONTGOMERY COUNTY, ALABAMA

By: _____
(signature)

Name: Elton N. Dean, Sr.

Title: County Commission Chairman

CITY OF MONTGOMERY, ALABAMA

By: _____
(signature)

Name: Todd Strange
Title: Mayor

BIG DADDY FOODS, INC.

By: _____
(signature)

Name: Todd Vowell

Title: President

**EXHIBIT A
PROJECT SITE**



STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

WHEREAS, Chilton County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. The said Montgomery County covenants and agrees to afford **Chilton County bed space upon availability**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
2. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Chilton County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Chilton County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
3. **Chilton County** will pay to Montgomery County the sum of \$100.00 per day for any juvenile housed.
4. Montgomery County covenants and agrees to contact the duly authorized representative of **Chilton County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Chilton County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
5. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Chilton County** will be notified and shall take said juvenile back into custody as soon as practicable but in no

case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.

6. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Chilton County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Chilton County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
7. All juveniles housed at the Youth Facility and forwarded by **Chilton County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Chilton County** is to contact the Youth Facility prior to presenting a juvenile for detention.
8. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
9. **Chilton County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Chilton County**, and they shall assume responsibility for payment to the provider of said services.
10. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Detention Director, or the Juvenile Detention Director. **Chilton County** will report all suspicion of sexual abuse or sexual harassment immediately.
11. If any dispute arises between **Chilton County** and Montgomery County, then said **Chilton County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
12. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and Chilton County has caused this instrument to be executed by the Chairman of its Commission on the 22nd day of September, 2014.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

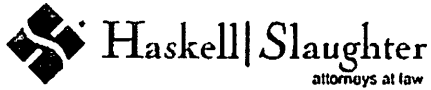
CHAIRMAN

ATTEST

CHILTON COUNTY

Connie Howell
ADMINISTRATOR/CLERK/
TREASURER

[Signature]
CHAIRMAN



T T G

Haskell Slaughter & Gallion, LLC
8 Commerce Street
Suite 1200
Montgomery, Alabama 36104
t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

ATTORNEY/CLIENT PRIVILEGED

TO: Donnie Mims
FROM: Tommy Gallion
DATE: January 14, 2015
RE: Claim of Carl Murdock

I am in receipt of your December 23, 2014 memo regarding a claim filed by Carl Murdock. I also reviewed the Notice of Claim. Based on the information that I reviewed, it is my legal opinion that this accident is not the responsibility of Montgomery County.

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

50051-317

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1818

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

December 23, 2014

MEMORANDUM

TO: Thomas Gallion, III
County Attorney

FROM: Florence M. Cauthen *fm*
Deputy County Administrator

RE: Carl M. Murdock, Jr.
Case Nos.: CC-2005-001278.00 & cc-2004-001385
File No.: 200.163

Attached is a Notice of Claim submitted by Alsobrook McCormick Attorneys at Law on behalf of their client, Carl M. Murdock, Jr. We received this letter in our office on December 12, 2014.

Please review this letter and take appropriate action as to its validity against the Montgomery County Commission.

A recommendation to the County Commission to recognize and deny this claim is appreciated by December 23, 2014.

Thank you for your assistance in this matter.

/tlm

Attachment



Zachary D. Alsobrook
Barbara Agricola McCormick*
*Also admitted in Georgia
www.alsobrookmccormick.com

h Street
.36801
17.3718
17.3716

OFFICIAL NOTICE OF CLAIM

December 11, 2014

VIA CERTIFIED MAIL & U.S. MAIL

ATTN: Commissioners Harris, Dean, Walker, Williams, Hall
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

ATTN: Ms. Brenda Gale Blalock, Montgomery City Clerk
City Clerk's Office, City Hall
103 North Perry Street
Montgomery, Alabama 36104

RE: Carl M. Murdock, Jr. v. City of Montgomery, AL, Montgomery County, AL
Your Case Nos.: CC-2005-001278.00 & CC-2004-001385
Our File No.: 200.163

To Whom It May Concern:

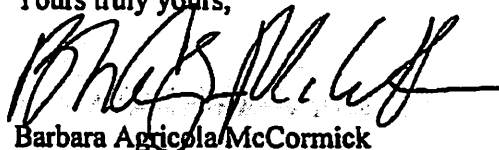
I, along with my firm, Alsobrook & McCormick, its employees and agents, represent Carl M. Murdock, Jr., in the above-referenced matter. Please allow this to serve as my letter of representation and official notice of claim by my client, pursuant to Alabama Code §§ 11-47-23, 11-12-8 (1975). Mr. Murdock was wrongfully arrested by Montgomery P.D. on June 19, 2014 and, subsequently, wrongfully imprisoned for **FORTY-EIGHT DAYS** in the Montgomery County Jail, in violation of Alabama Code § 6-5-170. Montgomery police officers appeared at Mr. Murdock's residence on June 19, 2014 to arrest him, and when Mr. Murdock asked why he was being arrested, the arresting officer stated that he was not at liberty to say, though it was an old warrant. Mr. Murdock requested to see the warrant for his arrest and the arresting officer told him he could not because he was not in possession of the warrant. After additional requests by my client, the arresting officer revealed that the warrant was based on a failure to appear on his felony charge of theft of property 2nd degree, a charge for which he served prison time, completed supervised release, and was even released from supervision a year early in 2007. Mr. Murdock explained this to the arresting officer and stated that there must be a mistake. Despite hearing this information, the officer arrested Mr. Murdock and my client was wrongfully and falsely incarcerated without an arraignment or preliminary hearing, which also violates the due process rights afforded to him by the U.S. Constitution. In fact, Mr. Murdock had to file a motion requesting a hearing, which he did on July 16, 2014. It was not until August 6, 2014, that Mr.

Murdock appeared before Judge McCooley on the wrongfully issued warrant. Judge McCooley was personally outraged that Mr. Murdock had been falsely imprisoned and even wrote a letter to his employer so that he could maintain his employment. I have enclosed her letter herewith. By Judge McCooley's own admission, the warrant was a "clerical error" and should never have been issued; undeniably, this "clerical error" occurred "through the neglect, carelessness, or unskillfulness of some agent, officer, or employee," see Ala. Code § 11-47-190, and as such, was not "in performance of any discretionary function," eliminating any immunity defense. See Ala. Code § 6-5-338(a).

As a result of his false imprisonment and lack of due process, Mr. Murdock missed a month and a half of wages from his job at the VA. Additionally, he was unable to pay his monthly bills, which resulted in delinquent fines, the repossession of his vehicle, the eviction from his residence, and numerous other money damages. This "clerical error" has resulted in unnecessary and severe damages to my client. Because it was a failure to appear warrant, bond is unavailable so Mr. Murdock sat in jail, and later learned that Judge McCooley took the month of July off for vacation. This is an egregious and unconscionable "clerical error."

Accordingly, please allow this letter to serve as official notice of claims on behalf of Mr. Murdock. Should you wish to do so, please put your liability insurance carrier in touch with me. If I do not hear from you, an agent, an employee, your insurance carrier, or an attorney after the expiration of THIRTY (30) DAYS from the date of this letter (1.10.2015), I will proceed with any and all remedies available to Mr. Murdock, including but not limited to, a formal complaint filed against the City of Montgomery, Montgomery County, and all involved officers and employees. I am hopeful that we can resolve this matter without court involvement, as my client is simply asking to be compensated for the damages caused by the wrongful arrest, and the subsequent FORTY-EIGHT DAYS of imprisonment directly caused by the admitted error of your agents, officers, and employees. Please do not hesitate to call me at my office, 334.737.3718 if you would like to discuss the matter further. I have enclosed my business card for your convenience.

Yours truly yours,



Barbara Agricola McCormick

BAM/eeh

Enclosures

Cc:

Commissioner Harris, via U.S. mail

Commissioner Dean, via U.S. mail

Commissioner Walker, via U.S. mail

Commissioner Williams, via U.S. mail

Commissioner Hall, via U.S. mail



TRACY MCCOCEY
CIRCUIT JUDGE

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

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

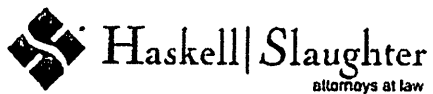
August 7, 2014

Dear Ms. Marvalene Fletcher,

Carl Murdock was picked up on June 19, 2014 due to a clerical error. A warrant should never have been issued in this case. I am personally writing this letter to make you aware that none of this was his fault. All fines in this case have been set aside and Mr. Murdock is ready to return to his job. If you have any questions please contact my office at (334) 832- 1365.

Sincerely,

Honorable Tracy McCooey
15th Judicial Circuit



Haskell Slaughter & Gallion, LLC
8 Commerce Street
Suite 1200
Montgomery, Alabama 36104
t. 334.265.8573 | f. 334.264.7945

MEMORANDUM
ATTORNEY/CLIENT PRIVILEGED

OK
TTG

TO: Donnie Mims
FROM: Tommy Gallion
DATE: January 14, 2015
RE: Claim of Wontanee J. Scott

I am in receipt of your January 9, 2015 memo regarding a claim filed by Wontanee J. Scott. I also reviewed the Notice of Claim. Based on the information that I reviewed, it is my legal opinion that this accident is not the responsibility of Montgomery County.

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

50051-317

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1818

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR

(334) 832-1210

FAX (334) 832-2533

TDD (334) 265-3568

www.mc-ala.org

January 9, 2015

MEMORANDUM

TO: Thomas Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

RE: Wontanec J. Scott

Attached is a Notice of Claim submitted by Russell D. Johnson (POA) Attorney for Claimant at Alexander Shunnarah Gulfcoast, LLP on behalf of their client, Wontanee J. Scott. We received this letter in our office on January 7, 2015.

Please review this letter and take appropriate action as to its validity against the Montgomery County Commission.

A recommendation to the County Commission to recognize and deny this claim is appreciated by January 19, 2015.

Thank you for your assistance in this matter.

/llm

Attachment

STATE OF ALABAMA
MONTGOMERY COUNTY

)
)
)
)
)

NOTICE OF CLAIM

**TO: CITY OF MONTGOMERY, ALABAMA;
MONTGOMERY COUNTY, ALABAMA; and,
MONTGOMERY TRANSIT**

Comes now, Ms. Wontanee Scott [hereinafter referred to as "Claimant"], pursuant to the Code of Alabama (1975) and hereby gives notice of and presents a claim to/against the above addressed entities for the maximum amount allowed by statute.

Said claim arises out of an accident that occurred on or about July 9, 2014 in Montgomery, Alabama. On the day of the accident, Claimant was a passenger on a Montgomery Transit bus. As the Claimant was exiting the bus, the bus driver/operator of the subject bus negligently and/or wantonly closed the Claimant's arm in the bus door. Consequently, Claimant suffered injuries as a result of the subject bus driver's negligence.

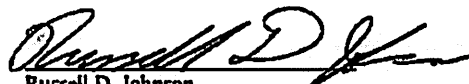
Said claim arises out of the City, County or Transit Authority's negligence and/or wantonness through the actions of its agent and/or employee in negligently operating the bus and failing to care for the safety of its passenger; or, the City, County or Transit Authority may be liable for the negligent hiring, training, and supervision of said agent and/or employee who operated the bus, depending upon further investigation.

As a result of the negligent operation of the subject bus, Claimant suffered physical injuries resulting in recoverable damages including, but not limited to, medical expenses and pain and suffering caused by the accident.

Claimant and her counsel ask that all the above-addressed entities provide any information and/or documentation they have pertaining to the accident described herein. If any recipient of this notice knows of any other persons or entities they deem to be responsible in any manner for Claimant's injuries, they should inform the Claimant and her counsel of the names and addresses of such persons or entities immediately. For example, please provide our office with the bus operator's name as well as the unknown driver's information upon receipt of this document. Further, please also forward a copy of any relevant report created as a result of the accident caused by the Montgomery Transit employee.

Dated this the 2nd day of January, 2015.

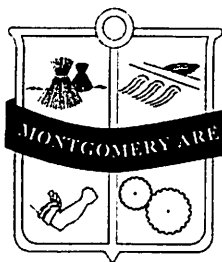

Russell D. Johnson (POA) for Wontanee J. Scott


Russell D. Johnson
Attorney for Claimant

OF COUNSEL:

Alexander Skunnarah Gulfcoast, LLP
PO Box 1388
Mobile, AL 36633
(P) 251.459.6336
(F) 251.459.6387

2015 JAN -7 PM 1:22



Montgomery Area Committee of 100, Inc.
P. O. Box 79
Montgomery, AL 36101

Invoice

Honorable Elton Dean
 Montgomery County Commission
 P O Box 1667
 Montgomery, AL 36102

Date	Invoice #
1/2/2015	1105

Item Code	Description	Amount
Ex-Officio	Ex-Officio Membership	500.00
Please remit upon receipt to: Montgomery Area Committee of 100 P. O. Box 79 Montgomery, AL 36101-0079		Total \$500.00

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer Trainee / Corrections Officer

Position Number 183

Proposed Effective Date January 5, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$29,244 (PCT)
Corrections Officer - \$30,456 - \$43,356 (PC1)

D T Marshall

Date December 31, 2014

Department Head *msa*

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director

4. Selectee:

Date _____

Appointing Authority

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

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer Trainee / Corrections Officer

Position Number _____

Proposed Effective Date January 5, 2014

Type of Appointment (☒) Permanent (☐) Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$29,244 (PCT)

Corrections Officer - \$30,456 - \$43,356 (PC1)

D T Marshall

Date December 31, 2014

Department Head *mod*

2. Administrative Review

- (☐) Approved
(☐) Disapproved

Funding Authority _____

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director _____

4. Selectee: _____

Date _____

Appointing Authority _____

5. (☐) Manpower data entered by _____

Date _____

(☐) Payroll entered by _____

Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
DEPARTMENT HEAD: D. T. Marshall, Sheriff
SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer Corporal

Position Number 27

Proposed Effective Date January 5, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade PC2 - \$32,792 - \$46,681
Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)
D. T. Marshall Date December 31, 2014
Department Head *mwa*

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 _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Preston Frazier, Intake Supervisor

1. POSITION TITLE: Juvenile Probation Officer I (to replace Kim Cole)

POSITION NUMBER: 900304008

PROPOSED EFFECTIVE DATE: 2/16/2015

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

(X) PROMOTIONAL REGISTER* () TRANSFER

*Pay step to be based upon City and County of Montgomery Personnel Rules and Regulations, Rule VI, Section 10 (a) Promotions.

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A06-51 (\$35,600/\$1369.22/\$17.1152)

Bruce R. Howell

Department Head

1/13/2015
Date

2. ADMINISTRATIVE REVIEW

() APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4. SELECTEE:

Appointing Authority

Date

5. () Manpower data entered by

Date

() Payroll entered by

Date

8-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 14

Agenda

FEB - 2 2015

Date: January 28, 2015
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, AI
Departure Date: February 25, 2015 Return Date: February 27, 2015
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend GFOAA 31st Annual Conference & Training

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

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

Total (est.) Cost: \$769.30 Advance Registration Required: \$295.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration \$295.00; Lodging - \$259.90; Mileage -\$64.40; Meals - \$150.00

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 02/02/15 reimbursement of actual and necessary expenses in the
approximate amount of \$769.30 and advance registration of \$295.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$22,500.00</u>
Approved Requests:	<u>\$9,550.66</u>
Budget Available:	<u>\$12,949.34</u>
Current Requests:	<u>\$769.30</u>
Budget Balance:	<u>\$12,180.04</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/28/2015

cc: Finance Director / Buyer

9-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Agenda

FEB - 2 2015

Date: January 26, 2015
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Jm

Request approval to be granted for the following:

Destination: Prattville, Alabama (Mariott at Capitol Hill in Prattville, AL)
Departure Date: April 1, 2015 Return Date: April 2, 2015

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: Attend CROAA "Legal Considerations of Local Revenue" Course sponsored by
ACCA. 12 hr. course requirement applies toward applicants earning their initial
CRO designation certification. Credit hrs. also apply toward CRE for Ms. Jackson.

Traveler (s) Name: 1. Kenneth Holmes 4. _____
2. Twyla Jackson 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$405.20 Advance Registration Required: \$350.00

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

Additional Comments: Registration Fees of \$350.00 total (\$175.00 each) has to be paid online in
in advance to ACCA. Other Estimated Costs: Mileage \$55.20 (Round-trip for
2 people for 2 days.) Meals \$0 (Lunch Included).

To: Terri Henderson, Revenue Manager
From: Donald L. Mims, Administrator

The above request is app. 02/02/15 reimbursement of actual and necessary expenses in the
approximate amount of \$405.20 and advance registration of \$350.00 is authorized.

Donald L. Mims, Administrator

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$8,600.00</u>
Approved Requests:	<u>\$2,265.73</u>
Budget Available:	<u>\$6,334.27</u>
Current Requests:	<u>\$405.20</u>
Budget Balance:	<u>\$5,929.07</u>

Reviewed by: S. Thomas

Date: 1/27/2015

cc: Finance Director / Buyer

9-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB - 2 2015

Request # 7

Date: January 26, 2015
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

TH

Request approval to be granted for the following:

Destination: Hoover, Alabama
Departure Date: March 6, 2015 Return Date: March 6, 2015

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend ALTIST Learned Professions Class and ALTIST Restaurants and Bars
Class. Both Specialty Courses Will Be In Hoover, AL On March 6, 2014. Both
Attendees Earn 8 CPE Hrs. Toward Annual 40 Hr.CRE Certification Requirement.

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

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

Total (est.) Cost: \$425.45 Advance Registration Required: \$300.00

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

Additional Comments: Registration Fees of \$300 total for the 2 classes to be direct billed to Montgomery
County Commission Tax & Audit Department by Auburn University Center for
Governmental Services.Meals \$30.Mileage \$95.45 (traveling together).

To: Terri Henderson, Revenue Manager
From: Donald L. Mims, Administrator

The above request is app. 02/02/15 reimbursement of actual and necessary expenses in the
approximate amount of \$425.45 and advance registration of \$300.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$8,600.00</u>
Approved Requests:	<u>\$2,265.73</u>
Budget Available:	<u>\$6,334.27</u>
Current Requests:	<u>\$830.65</u>
Budget Balance:	<u>\$5,503.62</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/27/2015

cc: Finance Director / Buyer

9-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

FEB - 2 2015

Date: January 26, 2015
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

TH

Request approval to be granted for the following:

Destination: Hoover, Alabama

Departure Date: April 17, 2015 Return Date: April 17, 2015

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend ALTIST Special Issues for Sales and Use Tax Class to be held in
Hoover, AL On April 17, 2015. Attendee Will Each Earn 8 CPE Hrs. Toward
Her Annual CRE Certification Requirements.

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

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

Total (est.) Cost: \$260.45 Advance Registration Required: \$150.00

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

Additional Comments: Registration Fees of \$150 total to be direct billed to Montgomery County
Commission Tax & Audit Department by Auburn University Center for
Governmental Services. Meals \$15. Mileage \$95.45.

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 02/02/15 reimbursement of actual and necessary expenses in the
approximate amount of \$260.45 and advance registration of \$150.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51800.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$8,600.00</u>	
Approved Requests:	<u>\$2,265.73</u>	
Budget Available:	<u>\$6,334.27</u>	
Current Requests:	<u>\$1,091.10</u>	
Budget Balance:	<u>\$5,243.17</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/27/2015

cc: Finance Director / Buyer

9-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

FEB - 2 2015

Date: January 28, 2015
To: Donald L. Mims, Administrator
From: Scott Kramer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: El Conquistador, Tucson, AZ
Departure Date: March 25, 2015 Return Date: March 27, 2015
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: States' Spring 2015 Joint Board & Committees 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: Liability

Additional Comments: All expenses are paid by States

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

The above request is app. 02/02/15 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>007-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$2,031.64</u>
Budget Available:	<u>\$12,968.36</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$12,968.36</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/28/2015

cc: Finance Director / Buyer

9-5

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

Agenda

FEB - 2 2015

Date: January 27, 2015
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Embassy Suites, Huntsville, AL
Departure Date: March 10, 2015 Return Date: March 11, 2015
Conference Leave (Days / Hours): 2 days / 16 hrs.
Purpose of Travel: Attend 25th Annual Alabama Asphalt Pavement Conference

Traveler (s) Name: 1. James M. Kelley 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$700.00 Advance Registration Required: \$90.00

Department Name: _____ Fund Name: Gasoline Tax 111-53600.265

Additional Comments: Includes registration, lodging, mileage and meals

To: George C. Speake, County Engineer
From: Donald L. Mims, Administrator

The above request is app. 02/02/15 reimbursement of actual and necessary expenses in the
approximate amount of \$700.00 and advance registration of \$90.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>111-53600.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$6,500.00</u>
Approved Requests:	<u>\$4,917.36</u>
Budget Available:	<u>\$1,582.64</u>
Current Requests:	<u>\$700.00</u>
Budget Balance:	<u>\$882.64</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/28/2015

cc: Finance Director / Buyer

9-6

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

Agenda

FEB - 2 2015

Date: January 14, 2015
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, AL
Departure Date: March 27, 2015 Return Date: March 27, 2015
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Alabama Certified Appraiser Exam (Real Property)

Traveler (s) Name: 1. Tracy Powell 4. _____
2. Calvin Johnson 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$383.80 Advance Registration Required: \$180.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration - \$180.00 Mileage - \$128.80 Food \$75.00

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 02/02/15 reimbursement of actual and necessary expenses in the
approximate amount of \$383.80 and advance registration of \$180.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$10,923.13</u>	
Budget Available:	<u>\$19,076.87</u>	
Current Requests:	<u>\$383.80</u>	
Budget Balance:	<u>\$18,693.07</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/20/2015

cc: Finance Director / Buyer

9-7

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 12

Agenda

FEB - 2 2015

Date: January 21, 2015
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: March 3, 2015 Return Date: March 6, 2015
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: AAAO MidWinter Conference

Traveler (s) Name: 1. Donna Raney 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$939.80 Advance Registration Required: \$135.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: REGISTRATION-\$135.00 LODGING-\$399.00 MILEAGE-\$105.80 FOOD-\$300.00

Total Cost: \$939.80

To: Clay Henley, Chief Appraiser
From: Donald L. Mims, Administrator

The above request is app. 02/02/15 reimbursement of actual and necessary expenses in the
approximate amount of \$939.80 and advance registration of \$135.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$10,923.13</u>	
Budget Available:	<u>\$19,076.87</u>	
Current Requests:	<u>\$1,323.60</u>	
Budget Balance:	<u>\$17,753.27</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/21/2015

cc: Finance Director / Buyer

9-8

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Agenda

FEB - 2 2015

Date: January 29, 2015
To: Donald L. Mims, Administrator
From: Jane Riggs Brown
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville , Alabama
Departure Date: February 10, 2015 Return Date: February 10, 2015
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend AAND Membership Meeting
Marriot Legends at Capital Hill

Traveler (s) Name: 1. Jane Riggs Brown 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$33.80 Advance Registration Required: \$0.00

Department Name: Emergency Management Board Fund Name: EMCDB

Additional Comments: Mileage - \$13.80; Meals - \$20.00

To: Jane Riggs Brown
From: Donald L. Mims, Administrator
The above request is app. 02/02/15 reimbursement of actual and necessary expenses in the
approximate amount of \$33.80 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>784-51986.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$5,000.00</u>
Approved Requests:	<u>\$1,758.05</u>
Budget Available:	<u>\$3,241.95</u>
Current Requests:	<u>\$33.80</u>
Budget Balance:	<u>\$3,208.15</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/29/2015

cc: Finance Director / Buyer

9-9

I, the undersigned County Administrator of the MONTGOMERY COUNTY COMMISSION, hereby certify that the pages numbered consecutive from 1 to 3, inclusive, constitute (except for the exhibits referred to therein) a true, correct, and complete copy of the excerpts from all those portions of the minutes of a regular meeting of the Montgomery County Commission held on February 2, 2015, pertaining to the matters therein set out, as the same appear in the records of said County Commission.

WITNESS my signature as said County Administrator, under the seal of said County Commission, this ____ day of _____, 2015.

[SEAL]

County Administrator of the
MONTGOMERY COUNTY COMMISSION

BE IT RESOLEVED AND ORDERED by the Montgomery County Commissioner (the "Commission"), which is the governing body of Montgomery County, Alabama (the "County"), as follows:

Section 1. The Commission has ascertained and does hereby find and declare as follows:

a. The County and the City of Montgomery, Alabama (the "City") are working with the Montgomery County Board of Education (the "BOE") to provide for the financing of certain public education capital improvements located, or to be located, at the Montgomery Mall (the "Mall") and Park Crossing High School, all of which are to be used as school facilities needed for the Montgomery County Public School System (collectively, the "Public Education Project");

b. The County and the City desire to utilize The Montgomery County Public Education Cooperative District (the "District"), an Alabama cooperative district, as the issuer of bonds to finance the Public Education Project;

c. It is the responsibility of the Commission and the City Council of the City of Montgomery to appoint each director of the District;

d. The nominating committee for the District has submitted a recommendation to the Commission to appoint certain persons in their representative capacities to the board of directors of the District, a copy of such recommendation being submitted hereto as Exhibit "A"; and

e. The Commission hereby appoints the following persons, each in their respective representative capacity to the board of directors of the District:

- (i) Mayor of the City of Montgomery
- (ii) City Council President
- (iii) County Commission Chairman
- (iv) County Commission Vice-Chairman
- (v) Superintendent of the Montgomery County Board of Education.

Section 2. It is the desire of the Commission that the above persons serve as the board of directors of the District, and that the remaining positions on the board of directors remain vacant.

Section 3. The above persons shall each serve for a period of four (4) years effective immediately upon the date of this resolution and an accompanying resolution of the City Council of the City of Montgomery.

ADOPTED this 2nd day of February, 2015.

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

ATTEST:

Donald L. Mims, County Administrator
Montgomery County Commission

EXHIBIT "A"
[NOMINATION RECOMMENDATION FORM]

**THE MONTGOMERY COUNTY
PUBLIC EDUCATION COOPERATIVE DISTRICT**

NOMINATING COMMITTEE RECOMMENDATION FORM

The undersigned hereby nominate and recommend the following persons to serve as members of the Board of Directors of The Montgomery County Public Education Cooperative District with such terms to begin immediately upon their approval by the County Commission of Montgomery County, Alabama and the City Council of the City of Montgomery, Alabama:

Voting Members:

- (i) Mayor of the City of Montgomery
- (ii) City Council President
- (iii) County Commission Chairman
- (iv) County Commission Vice-Chairman
- (v) Superintendent of the Montgomery County Board of Education

This committee further recommends that the remaining seats on the Board of Directors for both voting and non-voting members remain vacant at this time.

[SIGNATURE PAGE FOLLOWS]

The undersigned nominating committee members for The Montgomery County Public Education Cooperative District have hereunto subscribed their signatures this ____ day of _____, 2015.

Todd Strange, Mayor of the City of
Montgomery

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

Margaret Taylor-Allen, Superintendent
of the Montgomery County Board of
Education

Eleanor Lewis Dawkins, Chairman of
the Montgomery County Board of
Education

Charles W. Jinright, President of the
City Council of the City of Montgomery

Daniel Harris, Jr., Vice-Chairman of the
Montgomery County Commission

Tracy Larkin, President Pro Tem of the
City Council of the City of Montgomery

**ALABAMA DEPARTMENT OF YOUTH SERVICES
GRANT/SUBSIDY AGREEMENT
Fiscal Year 2014 – 2015**

The Alabama Department of Youth Services hereby awards to **Montgomery County Commission** (hereinafter called Recipient) the total amount of **Two hundred twenty-five thousand, one hundred, forty-two and no/100 dollars (\$225,142.00)** for programs pursuant to DYS community grants/subsidy authorization (Title 44-1-28, Code of Alabama 1975). These funds shall provide at least one detention bed for each of the following counties: **Autauga, Butler, Elmore, Monroe, Montgomery**. These funds are formula driven by Legislative Act 2014-284 as summarized in the table below.

# Beds	# COs	Part I \$14,000 per county	Part II \$0.183804 per person	Part III \$1,544 per bed	FY15 TOTAL	2010 U S Census Combined County Population
52	5	70,000	74,854	80,288	225,142	407,252

The grant/subsidy award contained herein is for a period of twelve months, subject to the availability of funds and adjustment by the Alabama Youth Services' Board as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Acceptance of Award

Recipient hereby signifies its acceptance of the grant/subsidy award and the terms and conditions set forth, this the _____ day of _____, 2015.

Accepted by: _____ Title _____

Alabama Department of Youth Services

Steven P. Lafreniere
Executive Director

Legal Counsel
Reviewed for legal form.

State of Alabama
DEPARTMENT OF YOUTH SERVICES

Robert Bentley
Governor

P. O. Box 66
Mt. Meigs, AL 36057

Steven P. Lafreniere
Executive Director

October 30, 2014

Mr. Bruce Howell
Montgomery County Youth Facility
P.O. Box 9219
Montgomery, Alabama 36108

Dear Mr. Howell:

Please find the enclosed FY 2015 grant agreement for the Local Detention Center Subsidy. This agreement incorporates the new distribution formula as required by Legislative Act 2014-884. Population numbers are based on the 2010 U. S. Census.

Once signed, please return an original to the address below and if you have any questions please call me at (334) 215-3839.

Department of Youth Services
Attn: LeTonya Bowman
P.O. Box 66
Mt. Meigs, AL 36057

Sincerely,

LeTonya Bowman
Chief Accountant

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. Cunningham, Sheriff

SUPERVISOR: K. Murphy, Chief Deputy

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

1. Position Title Deputy Sheriff Lieutenant

Position Number 80

Proposed Effective Date February 2, 2015

Type of Appointment ☒ Permanent () Temporary

Recruiting

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

Pay Grade Pay Grade PS 4 \$46,499 - \$66,192

Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10-(A-Promotions)

Daniel Cunningham Date January 27, 2015
Department Head

2. Administrative Review
() Approved
() Disapproved

Funding Authority

3. Certification
Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

D:

4. Selectee: _____

Appointing Authority

Date _____

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

Replacement
to
Clarence
Brannon

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office
DEPARTMENT HEAD: D. Cunningham, Sheriff
SUPERVISOR: K. Murphy, Chief Deputy

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

1. Position Title Deputy Sheriff Sergeant

Position Number _____

Proposed Effective Date February 2, 2015

Type of Appointment ☒ Permanent () Temporary

Recruiting

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

*to be determined
after
Promotion*

Pay Grade Pay Grade PS3 \$42,191 - \$60,059

Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10-(A-Promotions)

Daniel Cunningham pbc Date January 27, 2015
Department Head

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 _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. Cunningham, Sheriff

SUPERVISOR: K. Murphy, Chief Deputy

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

1. Position Title Deputy Sheriff Corporal

Position Number _____

Proposed Effective Date February 2, 2015

Type of Appointment ☒ Permanent () Temporary

Recruiting

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

Pay Grade Pay Grade PS2 \$34,657 - \$49,337

Daniel Cunningham Robert
Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10-(A-Promotions)

Date January 27, 2015

Department Head

*To be determined
after
promotion*

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 _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. Cunningham, Sheriff

SUPERVISOR: K. Murphy, Chief Deputy

1. Position Title Deputy Sheriff Trainee /Deputy Sheriff

Position Number _____

Proposed Effective Date February 2, 2015

Type of Appointment ☒ Permanent () Temporary

Recruiting

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

*to be determined
after promotion*

Pay Grade Deputy Sheriff Trainee - \$31,508 PST
Deputy Sheriff - \$32,661 - \$46,493 Grade PS1

Daniel Cunningham Date January 27, 2015
Department Head

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 _____

GRANT AGREEMENT

This Grant Agreement is entered into by and between the Alabama Historical Commission (hereinafter called the "Commission") and the **Montgomery County Commission** (hereinafter called the "Grantee").

1. **PURPOSE:** The purpose of this grant is to provide funds for the Grantee's application for **The Governor Shorter House**.
2. **FUNDING AND COMPENSATION:** This Grant Agreement is financed with state funds not to exceed the sum of **\$5,000.00** which is expected to be paid in two equal semi-annual installments during the fiscal year at approximately **\$2,500.00** each. Payments made by the Commission under the terms of this Agreement shall not constitute approval of work accomplished or accounting for costs that are claimed for payment. All project work will be carried out in conformance with the applicable Secretary of the Interior's Standards.
3. **GRANT PERIOD:** This agreement is effective as of the date that it is fully executed and will end on September 30, 2015, or until all reporting requirements are met.
4. **CONTINGENCY CLAUSE:** It is expressly understood and mutually agreed that any Commission commitment of funds herein shall be contingent upon the receipt and availability by the Commission of funds under the program for which this Grant Agreement is made.
5. **AUDITS:** The Grantee shall comply with the Alabama Historical Commission Audit Policy (revised October 6, 2014).
6. **NOT TO CONSTITUTE A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213, Constitution of Alabama 1901, as amended by Amendment No. 26. It is further agreed that if any provision of this grant shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this grant, be enacted, then that conflicting provision in the grant shall be deemed null and void. The grantee's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.
7. **TERMINATION OR SUSPENSION:**
 - a. **TERMINATION OF GRANT AGREEMENT:** The Commission or the Grantee may terminate this Grant Agreement at any time by giving written notice of such termination and specifying the effective date thereof at least 15-days before the effective date of such termination.
 - b. **SUSPENSION OF FUNDS UNDER THIS GRANT AGREEMENT:** Payment of funds awarded under this Grant Agreement may be suspended or withdrawn/recaptured in the event that there is an outstanding audit exception under this program administered by any division of the Commission.
8. **PRORATION:** This agreement will be subject to proration in the event of proration of the fund from which payment of this grant agreement is to be made.
9. **MERIT SYSTEM EXCLUSION:** The grant agreement does not make the Grantee or the employees of the Grantee subject to the provisions of, nor entitled to the benefits of, the state merit system law.
10. **SETTLEMENT OF DISPUTES:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the

Grant Number: 2015-37/Montgomery County Commission/ The Governor Shorter House/\$5,000.00/PAGE 1

Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama."

11. ALTERNATIVE DISPUTE RESOLUTION: For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearing or where appropriate, private mediators.
12. IMMIGRATION ACT: By signing the grant agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the parties to this agreement have caused same to be executed as evidenced by their signatures below:

ALABAMA HISTORICAL COMMISSION

GRANTEE
Montgomery County Commission

Frank W. White
Executive Director

Elton N. Dean, Sr.
Chairman

APPROVED

Robert Bentley, Governor

_____ date _____

Grant Number: 2015-37/Montgomery County Commission/ The Governor Shorter House/\$5,000.00/PAGE 2

Alabama Historical Commission
Audit Policy
(Revised October 6, 2014)

All submissions in this grant agreement shall be directed to:

John R. Powell, Jr., Contracts and Grants
The Alabama Historical Commission
468 South Perry Street
Montgomery, Alabama 36130
courier delivery zip code 36104
voice 334 230-2654
fax 334 240-3477
john.powell@preserveala.org

If an audit is performed for the Grantee, a copy of its audit report for the period which contains this agreement shall be forwarded to the Department of Examiners of Public Accounts which is required under Act 94-414, State of Alabama. Audit reports submitted should be addressed in the following manner:

Department of Examiners of Public Accounts
P O BOX 302251
Montgomery, Alabama 36130-2251
ATTN: Audit Report Repository

STATE OF ALABAMA GENERAL REQUIREMENTS
Grantees that are cities, counties or state institutions of higher education shall comply with applicable state and local government-wide regulations governing the use of these funds.

AMENDMENTS: The grant agreement can be amended only after agreement of all parties involved.

CONFLICT OF INTEREST: The Grantee is responsible to ensure that no conflicts of interest existed or now exist which have, may have, or have had an effect on the grant award.

COMPLIANCE WITH LAWS: The project will be subject to all applicable state and local laws including bid laws and will be monitored, as appropriate, for compliance by the Alabama Historical Commission staff.

STANDARDS FOR GRANTEE FINANCIAL MANAGEMENT SYSTEMS The Grantee shall have an accounting system which accounts for costs in accordance with generally accepted accounting principles. The Grantee shall keep accurate records of all procurements, receipts and disbursements.

REPORTING SCHEDULE: The Grantee shall provide a report semi-annually on March 31st and September 30th each year listing grant accomplishments and expenditures until project completion and all funds are expended by the grantee. Within 30 days after the final expenditure of funds and project completion, a final report must be provided of grant accomplishments all expenditures. The report which shall fully explain accomplishments and actual expenditures using original budget categories. A final report is required at the end of the project using the same format. Failure by the Grantee to submit reports or document project costs in a timely manner is reasonable cause for termination of the grant agreement by the Alabama Historical Commission.

The Grantee will furnish additional documentation as, in the judgment of the Alabama Historical Commission, may be relative to a question of compliance with this agreement. This may include supporting documents, statistical records, and all other records until such questions are resolved.

ACCESS TO RECORDS: The head of the Commission, the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have access to any pertinent books, documents, papers, and records of the Grantee to make audits, financial reviews, examinations, excerpts, and transcripts.

RECORD RETENTION: All financial, procurement, and programmatic records must be retained for a period of five years from the date The Alabama Historical Commission receives the final report.

(End)

Please acknowledge our support as follows:

This project is funded by the State of Alabama 2015 Capital Enhancements Grant Program for historical properties and sites. The program is administered by The Alabama Historical Commission. The Alabama Historical Commission protects, preserves, and interprets Alabama's historic places and is the State Historic Preservation Office. www.preserveala.org.

FEB - 2 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 10

DEPARTMENT: County Comm Appropriat REVIEWED: S. Thomas 2/2/2015
 DATE: 2/2/2015 Finance Director Date
 REQUESTED BY: Donald L. Mims APPROVED: _____
 Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Clean City Commission	001-57903.450	0	1,800	1,800
Donation Revenue	001-40000.47701	(29,100)	(1,800)	(30,900)
TOTAL		(29,100)	0	(29,100)

JUSTIFICATION:

Budget for an appropriation to Friends of the Montgomery Clean City Commission for funding the Dream Marches on Youth Day of Service Event.

Memorandum of Understanding Regarding the Administration of the 2015 Scheduled Montgomery Municipal Election(s)

We the undersigned parties do hereby enter into this memorandum of understanding by and between the City of Montgomery, Montgomery County, the Montgomery County Judge of Probate and the Montgomery Election Center (MEC) regarding the comprehensive administration of the 2015 regularly scheduled Municipal Election(s). This memorandum is intended to outline the anticipated administrative and operational aspects of conducting the election(s), including, but not limited to the following: ballot preparation, voter education, election coordination, professional training for polling officials, coordination and assistance to the City Clerk, ballot and equipment training, Election Day administration, return coordination, administration of absentee voting and results reporting.

Each of the impacted precincts will be equipped with the necessary staff, equipment, supplies and ballots to efficiently and effectively conduct the municipal election(s) as outlined below.

- 1. Professional Service/Equipment:** The Montgomery Election Center, on behalf of the Montgomery County Judge of Probate and Montgomery County, will provide each of the impacted Montgomery City precincts with two (2) tabulators (Model 100) and a steel ballot box along with each tabulator for use at each of the designated precincts. The nine (9) largest precincts will be equipped with three (3) tabulators when prudent. Each tabulator will be programmed and extensively tested by the MEC for use during the Municipal Election. The cost for professional service associated with each tabulator is outlined in the attached budget schedule and will comprise the cost of the MEC's tabulation-based professional service and support in conducting and administering the 2015 Montgomery City Election(s).

Each precinct will also be equipped with specialized equipment to insure accessibility to voting for those voters who need assistance in casting a ballot. The voting accessibility terminals (Automarks) will be located within each City of Montgomery precinct. Each City precinct will be equipped with two (2) Automark units on Election Day. The cost for professional service associated with each Automark is outlined in the attached budget schedule and will comprise the cost of the MEC's tabulation-based professional service and support in conducting and administering the 2015 Montgomery City Election(s).

2. **Absentee Ballot Administration:** Absentee Balloting will be administered by the City Clerk of the City of Montgomery at City Hall, 103 North Perry Street. All ballots and supplies associated with absentee voting shall be procured by the MEC and delivered to the City Clerk.
3. **Materials and Supplies:** The City of Montgomery shall be responsible for all costs of materials and supplies incurred during the administration of the City Election. As set forth in paragraph 11 below, the City of Montgomery shall be responsible for paying the costs of equipment delivery and precinct setup and take down. The estimated costs of ballots, supplies, equipment delivery and precinct setup and take down are specifically listed in Sections II and III of attached Exhibit A – Budget Estimate. The City and MEC points of contact listed below will coordinate the procurement and payment of supplies and materials received. All invoices for such materials, goods and services will be reviewed by the MEC and tendered to the Montgomery City Clerk for payment. Some costs may be processed as “reimbursable” to the County in order to achieve the best and most efficient cost savings to all parties involved. The costs for such materials and supplies will not exceed the estimated cost, per election, without the express written consent of the City Clerk.
4. **Professional Support for the City Election:** The MEC will provide comprehensive administrative support and preparation in conducting the administrative aspects of the election. The Director of Elections shall serve as the primary contact from the MEC and will coordinate all activities with the City Clerk of the City of Montgomery and other designated representatives of the City of Montgomery identified by the Clerk and/or the Mayor. The total cost for MEC’s professional services, per election, shall not exceed the Professional Service/Equipment and Absentee Administration per-diem “subtotal” in Section I of attached Exhibit A – Budget Estimate.
5. **Ballot Design and Configuration:** The MEC will be responsible for all aspects of ballot design, preparation, ordering of ballots and organization prior to distribution to the City Precincts. Ballot quantities will be calculated by MEC and recommended to the City’s designated point of contact set forth below. Ballot proofs and recommended quantities will be approved by the City’s point of contact. The City shall be responsible for the total cost of ballot layout, design and printing.
6. **Logic and Accuracy Testing of Tabulation Equipment:** The MEC will perform comprehensive logic and accuracy testing on all tabulation and voter accessibility terminals prior to the election(s). The MEC will perform in-house testing, be available to conduct statutorily prescribed public testing and will conduct operational testing at the precinct

level prior to Election Day. Testing materials and printed results of said testing will be retained at the MEC and be available for review/inspection.

- 7. Precinct Design, Layout and Coordination:** The MEC shall be responsible for configuration and coordination of the precinct design, traffic flow inside the precinct and placement of election equipment and other items within the designated precinct. The proposed layout will consider the number of registered voters assigned to said precinct and the number of recommended poll workers in an effort to streamline the voting process and minimize historically long lines and waiting.
- 8. Public/Candidate Assistance, Voter Education and Troubleshooting for Election Officials:** The MEC shall serve as a resource for polling officials and other election related personnel prior to, during and after the City Election. The MEC staff members are professionals who are trained in election administration and who are experienced in the resolution of election related concerns. The MEC, when feasible, will coordinate all aspects of the election in coordination with City officials and in responding to questions, issues and concerns from candidate, polling officials, media representatives and the public prior to, on and after Election Day. The City of Montgomery has requested the MEC to undertake an aggressive Voter Education effort. The attached proposed budget contemplates \$20,000 for voter education.
- 9. Coordination of Election Related Supplies and Ballot Distribution:** The MEC will coordinate the preparation and assimilation of election-related precinct supplies and the organization of ballot distribution. The MEC will coordinate all aspects of precinct supply preparation and will coordinate with the MEC designated delivery organization in having ballots, supplies and election equipment transported to each City precinct.
- 10. Printing of the List of Registered Voters:** MEC will coordinate with the Montgomery County Board of Registrars in the printing and packaging of the Official List of Registered Voters for distribution to each precinct. MEC has designed a successful format for the List of Registered Voters that was successfully administered in the 2006 – 2014 Election Cycles. The successful format contemplates a three-ring booklet for use at each check-in table and the Help Desk at each precinct. The List of Registered Voters includes active voters listed on white pages and inactive voters listed on yellow pages. MEC shall retain a copy of the list for use on Election Day and will provide the City Clerk a copy of the comprehensive listing. Administrative and material costs may be charged to the City for this component of Election Administration.

11. Equipment and Ballot Supply Delivery: The City of Montgomery shall use and employ the contracted services of Pro Movers and Storage, the entity selected by the Montgomery County Commission via competitive bid, to deliver all election equipment, supplies, ballots and related items to the designated City precincts. Pro Movers, a professional organization with election-related expertise, is bonded and has experience in Montgomery County, Alabama. Pro Movers charges \$268 per precinct for the delivery, set-up, take-down and return of election equipment to MEC. The City of Montgomery agrees to work with the MEC in insuring cooperation and collaboration in confirming a delivery schedule for the City election(s). Typically the delivery of election equipment, ballots and related supplies begins a week prior to the election. The cost for this service is in addition to those set forth in Paragraph One (1) above.

12. Pre-Election Planning and Coordination: The MEC will conduct weekly status meetings with the City Clerk and designated City officials/representatives beginning the six weeks prior to each election. The weekly conference and planning meetings will be called by the City Clerk, at her discretion, and conducted at the MEC and will provide all parties an update on the planning and coordination for the City Election. The sessions will be planned for one hour. Notice will be provided electronically to participating parties of the election-related meetings, issues and proposed agenda prior to each session.

13. Polling Official Training: The MEC will develop, administer and conduct all aspects of training for polling officials. Training sessions and workshops for precinct leaders will be conducted at the MEC in advance of the official poll worker training. MEC will also conduct the statutorily prescribed poll worker training in a format that will enhance the experience of the polling official during such training.

Training will be conducted by experienced MEC staff and the format shall include interactive and electronic components, question and answer sessions and shall be uniformly administered. Printed materials, guides and workbooks will be designed and distributed by the MEC during the training sessions.

Senior polling officials typically expect refreshments to be served during training sessions. MEC encourages the provision of such refreshments by the City as such refreshments enhance the morale of the attending polling officials; however, the cost of such refreshments will be borne by the City of Montgomery. MEC will coordinate with the City and provide a recommended budget for this accommodation to polling officials.

14. Election Day Support and Coordination: The MEC will coordinate and administer all aspects of Election Day support, troubleshooting and election administration. The City will agree to provide adequate personnel from the Montgomery Police Department to assist in the delivery of Precinct Chief Inspector packages prior to Election Day, in assisting the delivery of designated items to precincts on Election Day, for site support for each Precinct at various times during Election Day and in the return of tabulation cards to the MEC upon the closing of each precinct.

The City will provide dispatch and communication personnel for assistance at the MEC on Election Day. The MEC will provide coordinated election administration from 125 Washington Avenue and shall be responsible for the resolution of any complaints, concerns and related matters directed to the MEC during the administration of the City election.

15. Election Return Coordination: The MEC shall be responsible for the design and coordination of Election Night returns and tabulation. This activity will be conducted at 125 Washington Avenue and will be administered in coordination with City Officials and designated representatives. Security, traffic control, street closure, tent rental, return assistance and related components will be administered with the assistance of City officials and the participation and cooperation of the Montgomery Police Department.

16. Points of Contact: In an effort to streamline communication between the City of Montgomery and the Montgomery Election Center, the two designated contacts listed below will serve as official representatives between the two entities to ensure the continuity of services and efficiency in administration.

Daniel Baxter
Director of Elections
125 Washington Avenue
Montgomery, 36104
334.832.7744

Brenda Blalock
City Clerk
103 North Perry Street
Montgomery 36104
334.241.2195

17. Other Costs and Accommodations: The City of Montgomery shall be responsible for all costs associated with mailing, official public notices, printing and publications, polling official expenses and related unforeseen or emergency related costs that may be incurred during the administration of the 3015 City Election. All parties will work in the spirit of collaboration and good faith in the administration of this/these election(s).

Executed this the ____ day of _____, ____.

FOR THE CITY OF MONTGOMERY:



Todd Strange, Mayor



Charles Linright, Chairman

FOR MONTGOMERY COUNTY:



Steven L. Reed, Probate Judge

Elton Dean, Chairman

2015 MUNICIPAL ELECTION BUDGET ESTIMATE

Professional Services/Equipment	General	Run-off
Tabulators		
37 Precincts w/2 Tabulators @ \$300 per tabulator	\$22,200	\$22,200
9 Precincts w/3 Tabulators @ \$300 per tabulator	\$8,100	\$8,100
Automarks		
46 Precincts w/2 AutoMARKs @ \$200 per AutoMARK	\$18,400	\$18,400
Temporary Election Assistance		
Temporary election personnel	\$12,000	\$12,000
Voter Education		
Voter Education and Outreach	\$20,000	
Subtotal: Professional Services/Equipment	\$80,700	\$60,700
<i>Includes: Comprehensive services for General and Run-off (If necessary) Elections. Associated supplies include AutoMARK cartridges, Tabulator paper rolls and security seals. Full election administration, tabulation, reporting, testing and customer service for voters, including absentee voting and a comprehensive voter education and outreach initiative.</i>		
Ballots and Programming		
50,000 @ .31¢ per ballot	\$15,500	\$15,500
Programming	\$3,800	\$3,800
Shipping	\$1,700	\$1,700
Subtotal: Ballots/Programming and Shipping	\$21,000	\$21,000
<i>Includes: Ballot proofing, programming and testing all ballot types with associated tabulators and AutoMARKS. All ballots will be shipped from ballot vendor to the Election Center.</i>		
Materials/Supplies/Election Day Personnel		
<i>Each of the 46 precincts and 1 absentee precinct will receive a Record of Election Box that will contain all printed supplies, forms, envelopes, poll lists, voter lists and all other items associated with the processing of voters on Election Day. Also, each precinct will be provided duct tape, swabs, signage, pens, markers and related items associated with the conduct of Election Day activities.</i>	\$14,100	\$14,100
Provisional Supplies		
Each of the 46 precincts and 1 absentee precinct will receive one (1) Provisional Kit which includes envelopes, ballot box and related items/forms for processing provisional voters.	\$2,350	\$2,350
List of Registered Voters		

Each of the 48 precincts will received an Active Voter's List (AVL) of registered voters associate with the respective precinct. List will include paper, binding, covers, assembly. Each AVL will be bound and organized in booklet format. The City Clerk will receive the AVL on disk for reference.	\$4,800	\$4,800
Election Day Personnel (Polling Officials)		
Precinct Election Officials	\$70,000	\$70,000
Training Booklet	\$3,000	
Refreshments	\$1,000	\$1,000
Postage		
Postage includes mailing new voter registration cards/voter guide, absentee and voter correspondence.	\$125,000	\$5,000
Public Notice		
Public Notice of Election, Polling Location Changes, Polling Officials, List of Registered Voters	\$45,000	
Communications		
Telephone and related communication costs for election preparation and administration	\$5,000	\$5,000
Transportation		
Site Visits and related expenses.	\$1,500	\$1,000
Additional Supplies		
Accessibility Supplies – signature shields, braille voting instructions, information buttons, etc.	\$3,500	
Absentee Supplies	\$2,500	
Privacy Cardboard Dividers	\$5,000	
Precinct Mapping Supplies	\$3,000	
Printing and Supplies	\$5,000	
Subtotal: Materials/Supplies/ Election Day Personnel	\$290,750	103,250
Subtotal of Primary Categories	\$392,450	\$184,950
Grand Total (2 Elections)	\$577,400	

Interoffice Memo

To: County Commission
From: Lou Ialacci
Cc: Donnie Mims, Florence Cauthen
Date: February 2, 2015
RE: Update on Projects

This is an update on some of the major projects currently underway.

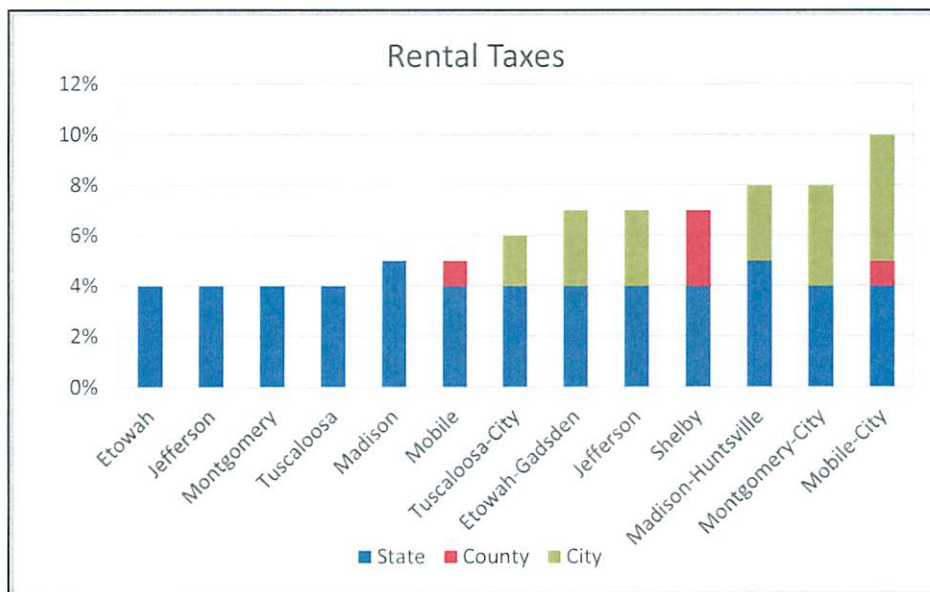
- County Attorney reviewed Emergency Call Works (ECW) NG E911 contract. Only change was to add the County's dispute clause and take out the default and late penalties clause. Larry Fisher, Communications Director and ECD Administrator for the City is negotiating with ECW. We hope to have the contract language resolved very soon. I have offered to assist with the contract negotiations.
- Current cost for the NG E911 system as mentioned before is approximately \$130,000 purchase price and annual maintenance will be approximately \$18,000. Currently the annual maintenance cost for the existing system is approximately \$45,000. This is a savings of \$27,000 which will help with the purchase costs. We will work on getting the money from the E911 funds.
- We are asking for another 3 month extension on the Norment maintenance contract. I am working with the Sheriff's Office and Donnie Mims on the new contract and a proposal from Norment to replace some of the old computer equipment and software.
- We should have these issues resolved and final numbers to the Commission by the first meeting in March.

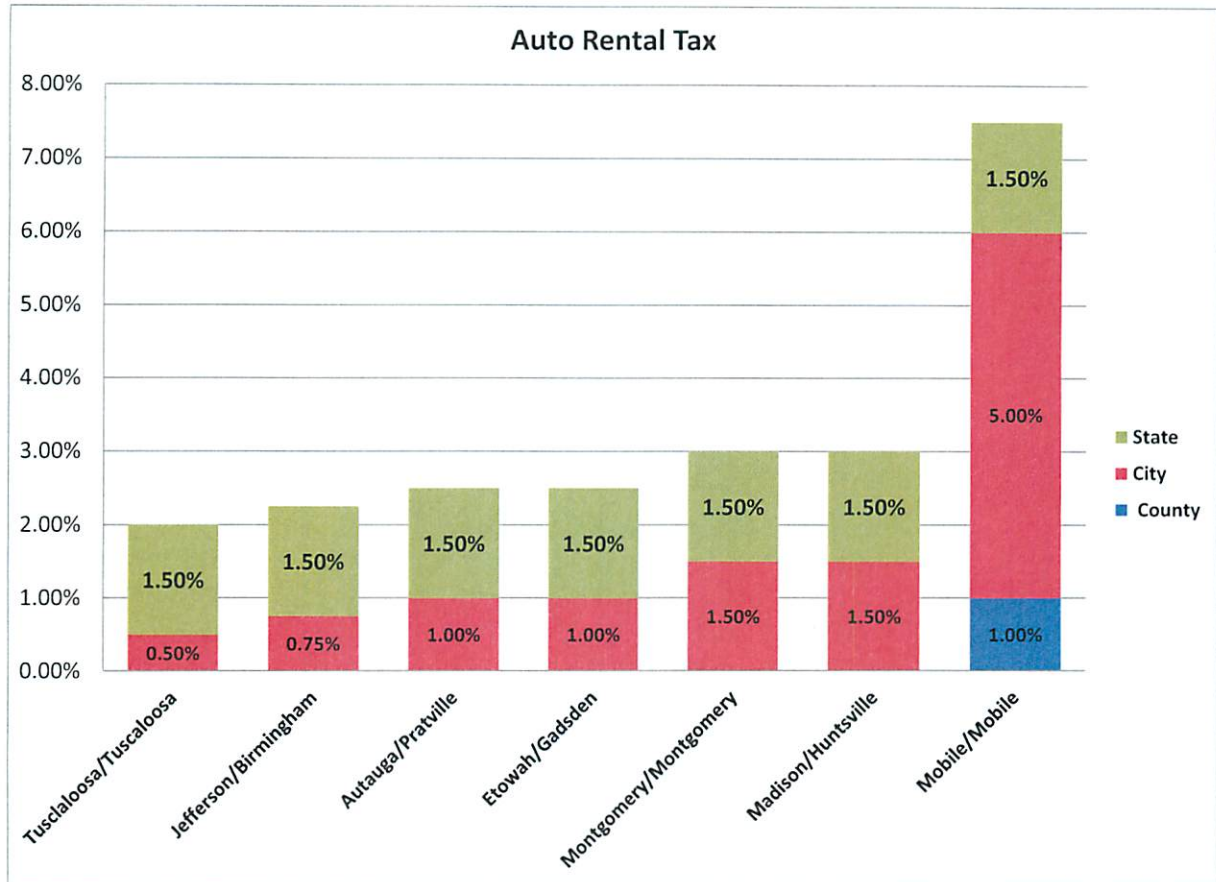
Rental Taxes 1/30/15

General

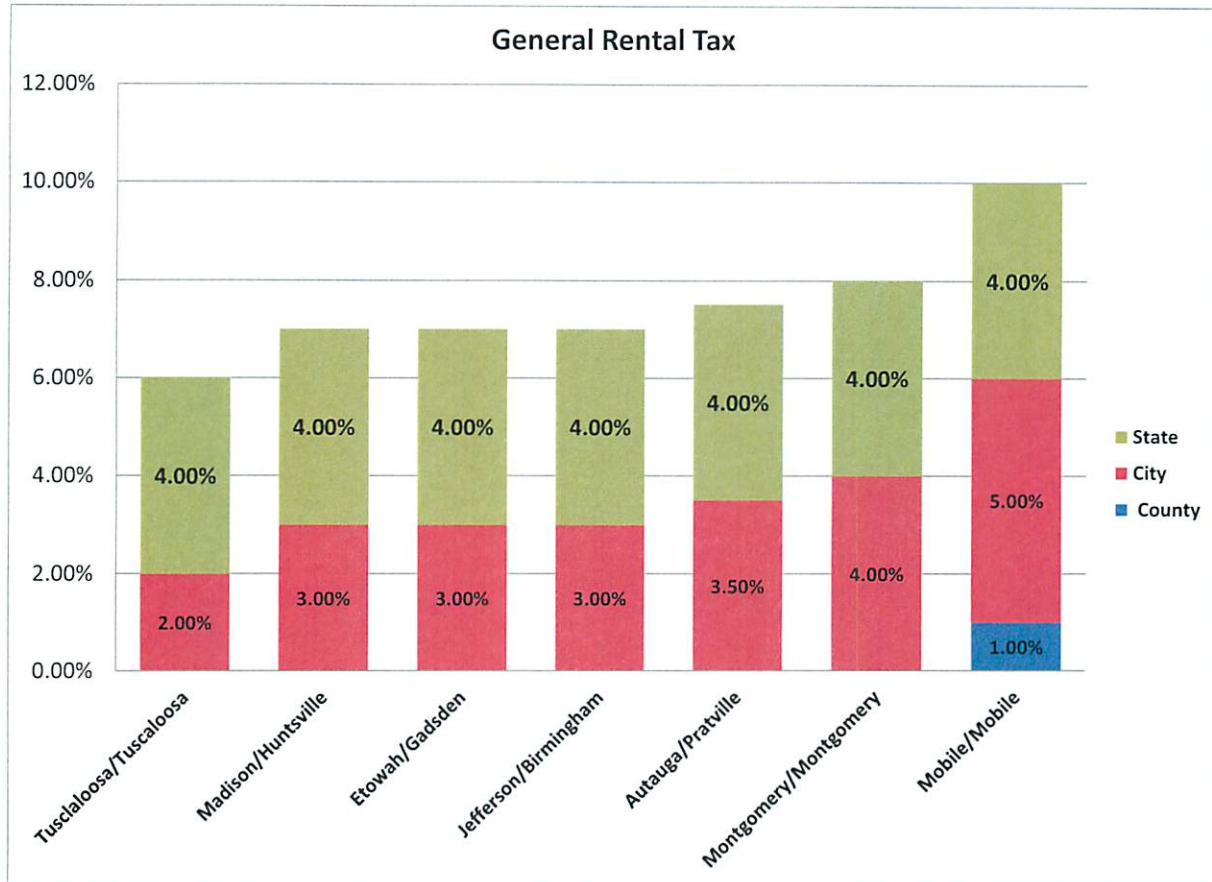
County	City	State	County	City	Total
Etowah		4.00%			4.00%
Etowah	Gadsden	4.00%		3.00%	7.00%
Jefferson		4.00%			4.00%
Jefferson	Birmingham	4.00%		3.00%	7.00%
Madison		5.00%			5.00%
Madison	Huntsville	5.00%		3.00%	8.00%
Mobile		4.00%	1.00%		5.00%
Mobile	Mobile	4.00%	1.00%	5.00%	10.00%
Montgomery		4.00%			4.00%
Montgomery	Montgomery	4.00%		4.00%	8.00%
Tuscaloosa		4.00%	3.00%		7.00%
Tuscaloosa		4.00%			4.00%
Tuscaloosa	Tuscaloosa	4.00%		2.00%	6.00%

Source: Alabama Department of Revenue

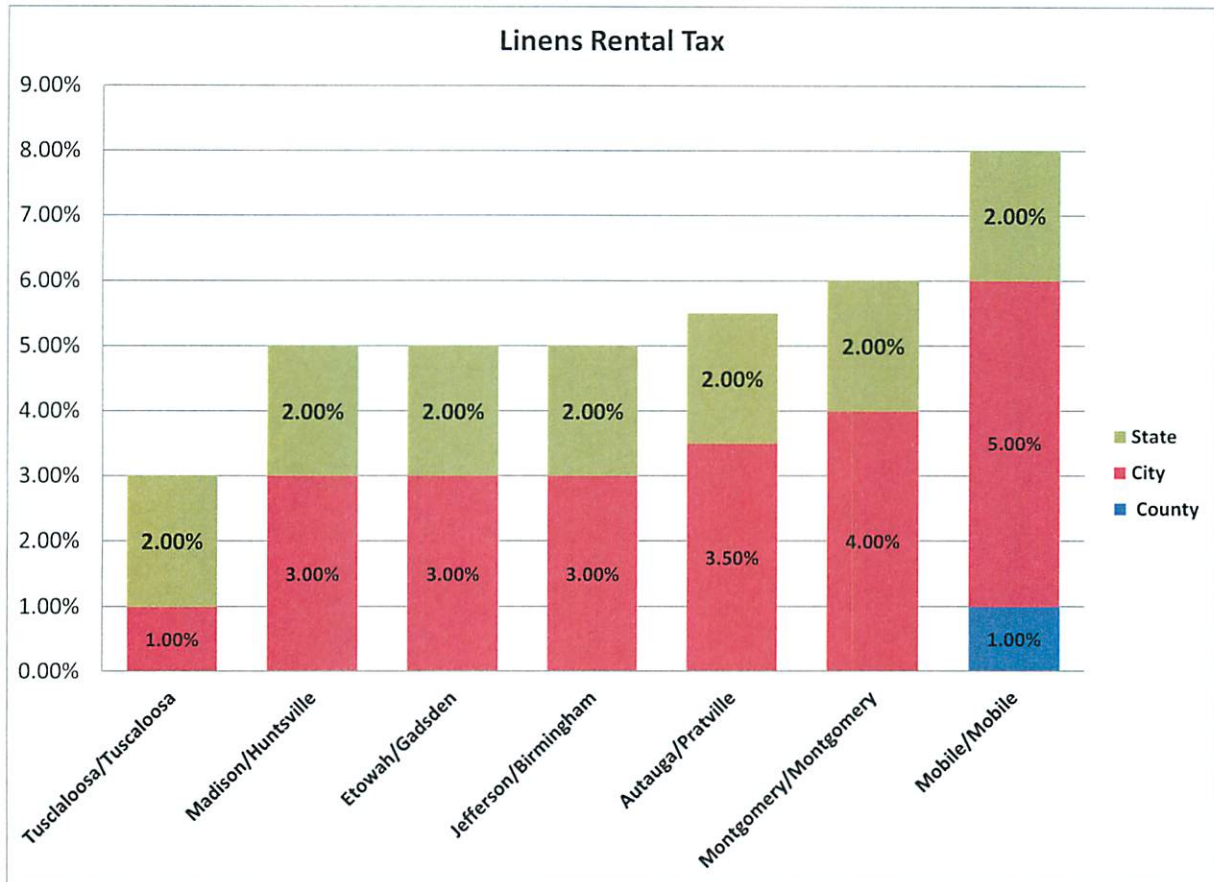




2 | Public Affairs Research Council of Alabama

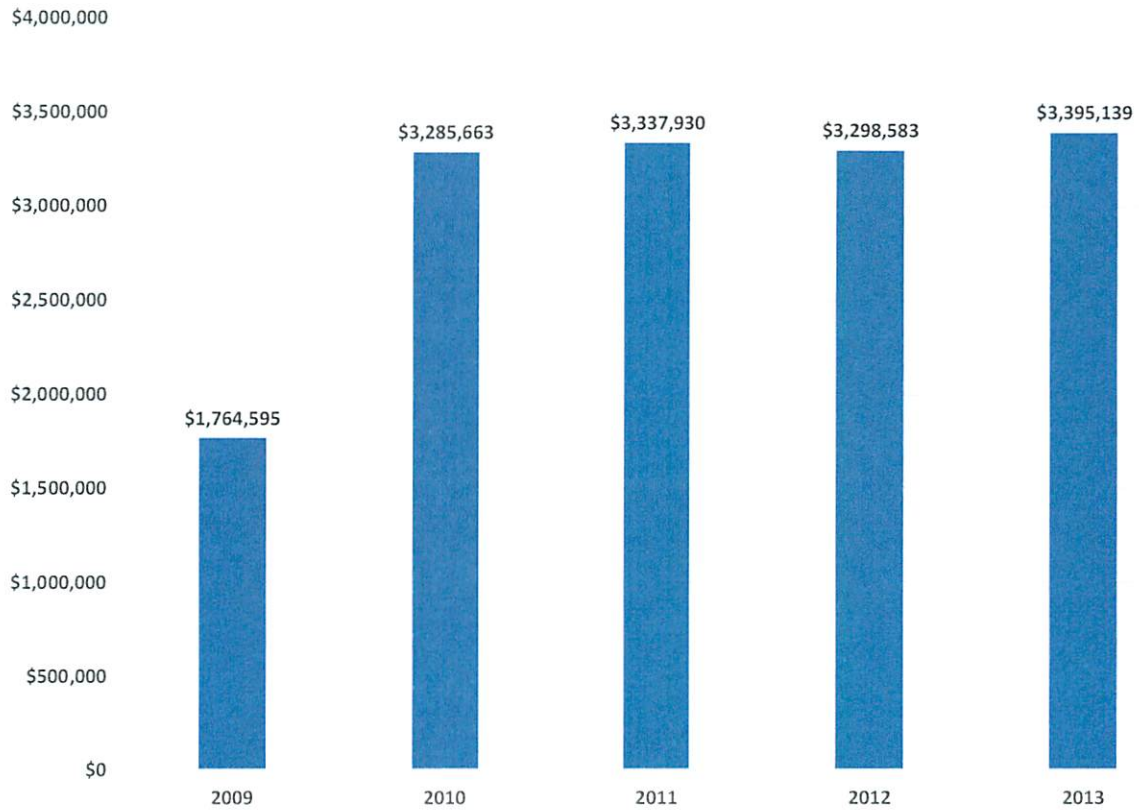


3 | Public Affairs Research Council of Alabama



4 | Public Affairs Research Council of Alabama

City of Montgomery Rental Tax Revenues



2015 Estimated Revenues:

RENTAL TAX ESTIMATES BASED ON 2013 MONTGOMERY CITY TAX REVENUES				
	Auto	General	Linens	Total Revenues
<i>City of Montgomery</i>	1.5%	4.0%	4.0%	\$3,395,139
<i>Estimated Tax Revenues @ 40% Auto/60% General and Linens</i>	1,358,055.60	\$2,037,083		\$3,395,139
<i>Estimated Tax Revenues @ 1% Rate</i>	\$905,370	\$509,270.85		\$1,414,641
County Business Patterns (Census Bureau - 2011)	Number of Paid Employees	1st Quarter Payroll (1000s)	Annual payroll (1000s)	Average Percent
Automotive equipment rental and leasing	133	\$1,015	\$4,080	
Rental and leasing services	302	\$2,472	\$10,383	
Automotive Equipment and Leasing as Percent of Total	44%	41%	39%	41%

Previous estimate from 2013:

RENTAL TAX ESTIMATES BASED ON 2011 COUNTY BUSINESS PATTERNS				
	Auto	General	Linens	Total Revenues
<i>City of Montgomery</i>	1.5%	4.0%	4.0%	
<i>Estimated Tax Revenues @ 40% Auto/60% General and Linens</i>	\$659,717	\$2,638,866		\$3,298,583
<i>Estimated Tax Revenues @ 1% Rate</i>	\$439,811	\$659,717		\$1,099,528
County Business Patterns (Census Bureau - 2011)	Number of	1st Quarter Payroll	Annual payroll	
Automotive equipment rental and leasing	Paid Employees	(1000s)	(1000s)	
Rental and leasing services	133	\$1,015	\$4,080	
Automotive Equipment and Leasing as Percent of Total	302	\$2,472	\$10,383	Average Percent
	44%	41%	39%	41%
Note: Estimated Rental and Leasing Services Revenues (2011)				
	\$109,952,767			

Questions:

1. What is the “general” rental tax?

Answer: The “general” rental tax is on “tangible personal property”?

2. Does the lodging tax cover “extended stay” rentals?

Answer: The lodging tax is limited to lodging rentals of less than 180 days (Section 40-26-1(b)).

Montgomery Rental Tax.....	p. 7
Tangible Personal Property Definitions.....	p. 9
Section 40-12-220(8).....	p. 9
Lodging Tax Section 40-26-1(b) (180 day limitation on duration).....	p. 10

Montgomery, Alabama, Code of Ordinances >> - CODE OF ORDINANCES >> Chapter 16 - LICENSES AND TAXATION >> ARTICLE I. - IN GENERAL >>

ARTICLE I. - IN GENERAL

Sec. 16-1. - Tax levied on leasing or renting tangible personal property.

Secs. 16-2—16-30. - Reserved.

Sec. 16-1. - Tax levied on leasing or renting tangible personal property.

(a)

There is hereby levied, in addition to all other taxes of every kind now imposed by law, and shall be collected as herein provided, a privilege or license tax on each person engaging or continuing within the city in the business of leasing or **renting tangible personal property at the rate of four percent of the gross proceeds derived by the lessor from the lease or rental of tangible personal property**; provided, that the said privilege or license tax on each person engaging or continuing within the city in the business of leasing or **renting** any automotive vehicle or truck trailer, semi-trailer or house trailer shall be at the rate of one and one-half percent of the gross proceeds derived by the lessor from the lease or rental of such automotive vehicle or truck trailer, semi-trailer or house trailer; provided further, that the tax levied in this ordinance shall not apply to any leasing or rental, as lessor, by the state, or any municipality or county in the state, or any public corporation organized under the laws of the state, including without limiting the generality of the foregoing, any corporation organized under the provisions of the Code of Ala. 1975, §§ 11-54-80—11-54-101; provided further that the privilege or license tax on each person or firm engaging or continuing within the city in the business of the leasing and rental of linens and garments shall be at the rate of four percent of the gross proceeds derived by the lessor from the lease or rental of such linens and garments.

(b)

Notwithstanding the above, nothing shall prohibit a lessor subject to this local privilege or license tax on the business of leasing or **renting** tangible personal property from passing such amounts on to a lessee by adding such taxes to the leasing price or otherwise, provided, however, that all such amounts passed on to the lessee shall be includable in the gross proceeds derived from the lease of tangible personal property which shall be subject to the privilege or license tax owed by the lessor.

Provided, however, the authority to pass on such amounts of the privilege or license tax granted in this subsection shall not apply to the leasing or **renting** of tangible personal property to state, a municipality, or county in the state, unless the flat amount collected by the lessor includes both the tax and the leasing fee.

(c)

Provisions of state rental tax statutes applicable to this section and taxes herein levied. The taxes levied by subsection (a) shall be subject to all definitions, exceptions, exemptions, proceedings, requirements, rules, regulations, and provisions as provided by the Code of Ala. 1975, §§ 40-12-220—40-12-224 inclusive, as amended.

(d)

Uniform procedures. The provisions of article II shall govern the penalties, fines, punishments, administrative review, and appeal rights available under this section.

(e)

Effective date. This section shall become effective on the first day of November, 2008, and the first payment of taxes hereunder shall be due and payable on the 20th day of December, 2008. This section shall remain in full force and effect and shall apply to each month of the year 2008, beginning with the month of November and to each month of each calendar year thereafter from year to year.

(Ord. No. 47-2008, §§ 1—4, 10-7-2008; Ord. No. 60-2008, §§ 1—5, 12-2-2008)

Editor's note—

Ord. No. 47-2008, §§ 1—4, adopted October 7, 2008, did not specify manner of inclusion; hence, inclusion as section 16-1 is at the discretion of the editor.

Secs. 16-2—16-30. - Reserved.

Bottom of Form

Alabama Department of Revenue

“Tangible personal property includes material items such as machinery and equipment, tools, furniture and fixtures among numerous other items. Tangible personal property is taxable to businesses for Alabama property tax purposes. Aircraft and avionics equipment is taxable for business personal property in the State of Alabama, as well as, motor vehicle “add-on” equipment.”

<http://ador.alabama.gov/advalorem/sections/personalproperty.cfm> (Accessed 10/8/2013).

Downloaded from

<http://alisondb.legislature.state.al.us/acas/CodeOfAlabama/1975/coatoc.htm> 10/8/2013

Section 40-12-220

Definitions.

For purposes of this article, the following terms shall have the respective meanings ascribed by this section:

- (1) BUSINESS. All activities engaged in, or caused to be engaged in, by any person with the object of gain, profit, benefit, or advantage, either direct or indirect to such person.
- (2) COMMISSIONER. The Commissioner of Revenue of the state.
- (3) DEPARTMENT. The Department of Revenue of the state.
- (4) GROSS PROCEEDS. The value proceeding or accruing from the leasing or rental of tangible personal property, including any license or privilege taxes passed on to a lessee by a lessor, without any deduction on account of the cost of the property so leased or rented, the cost of materials used, labor or service cost, interest paid, or any other expense whatsoever, and without any deductions on account of loss, and shall also include on the part of any person claiming exemption under subdivision (4) of Section 40-12-223 an amount equal to the amount of rental paid on any tangible personal property acquired under such exemption and thereafter diverted to the use of such person.
- (5) LEASING or RENTAL. A transaction whereunder the person who owns or controls the possession of tangible personal property permits another person to have the possession or use thereof for a consideration and for the duration of a definite or indefinite period of time without transfer of the title to such property. The detention by the user thereof of freight cars, oxygen and acetylene tanks, and similar property, in respect of which detention a demurrage or per diem charge is made against the user of such property, shall not be deemed to constitute a transaction whereunder property is leased or rented to another within the meaning of this article.

(6) PERSON. Any natural person, firm, partnership, association, corporation, receiver, trust, estate, or other entity, or any other group or combination of any thereof acting as a unit.

(7) STATE. The State of Alabama.

(8) TANGIBLE PERSONAL PROPERTY. Personal property which may be seen, weighed, measured, felt, or touched, or is in any other manner perceptible to the senses. The term "tangible personal property" shall not include stocks, bonds, notes, insurance or other contracts, or securities.

(Acts 1971, 1st Ex. Sess., No. 96, p. 166, § 1; Act 2001-636, p. 1242, § 3.)

Lodging Tax:

Section 40-26-1

Tax imposed; exemptions; definitions.

(a) There is levied and imposed, in addition to all other taxes of every kind now imposed by law, a privilege or license tax upon every person, firm, or corporation engaging in the business of renting or furnishing any room or rooms, lodging, or accommodations to transients in any hotel, motel, inn, tourist camp, tourist cabin, or any other place in which rooms, lodgings, or accommodations are regularly furnished to transients for a consideration, in any county which is located in the geographic region comprising the Alabama mountain lakes area, those being Blount, Cherokee, Colbert, Cullman, DeKalb, Etowah, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, and Winston, in an amount to be determined by the application of the rate of five percent of the charge for such room, rooms, lodgings, or accommodations, including the charge for use or rental of personal property and services furnished in such room, and the rate of four percent of the charge in every other county. There is exempted from the tax levied under this chapter any rentals or services taxed under Division 1 of Article 1 of Chapter 23 of this title.

(b) The tax shall not apply to rooms, lodgings, or accommodations supplied: (i) For a period of 180 continuous days or more in any place; (ii) by camps, conference centers, or similar facilities operated by nonprofit organizations primarily for the benefit of, and in connection with, recreational or educational programs for children, students, or members or guests of other nonprofit organizations during any calendar year; or (iii) by privately operated camps, conference centers, or similar facilities that provide lodging and recreational or educational programs exclusively for the benefit of children, students, or members or guests of nonprofit organizations during any calendar year.

(c) For purposes of subsection (b): "Children" means individuals under age 21; "student" is defined in accordance with 26 U.S.C. §151(c)(4), as in effect from time to time or by any successor law; "nonprofit organization" is an organization exempt from federal income tax under 26 U.S.C. §501(c)(3), as in effect from time to time or any successor law; and "privately operated" refers to any camp, conference center, or similar facility other than those operated by a nonprofit organization as herein defined.

(Acts 1955, No. 248, p. 586, §1; Acts 1963, No. 269, p. 715, §1; Acts 1979, No. 79-604, p. 1068, §1; Acts 1996, No. 96-498, p. 629, §1; Act 2001-968, 3rd Sp. Sess., p. 865, §1; Act 2001-975, 3rd Sp. Sess., p. 908, §6; Act 2009-144, §12.)

MEANS GILLIS LAW, LLC

ATTORNEYS AND COUNSELLORS AT LAW
ESTABLISHED IN 1981

Post Office Box 5058
60 Commerce Street, Suite 200 · Montgomery, Alabama 36104-3530
TEL: (334) 270-1033 · FAX: (334) 260-9396
WWW.MEANSGILLISLAW.COM

Agenda

FEB - 2 2015

February 2, 2015

H. LEWIS GILLIS¹
TYRONE C. MEANS^{1,2,3}
KRISTEN J. GILLIS¹

ADMITTED
¹ ALABAMA
² GEORGIA
³ KANSAS

Members of the Montgomery Commission
c/o Donald Mims, Administrator
Montgomery County Courthouse Annex
Montgomery, AL 36104

Re: *Executive Session to Discuss Possible Sale and/or Purchase of Property*
Our File Number: 2100-000

Dear Montgomery County Commission Members:

This is to advise the members of the Montgomery County Commission that I have been consulted on a matter on which the County Commission is considering convening an Executive Session at its next meeting for discussion with legal counsel regarding the purchase and/or sale of property, and I have determined that, in my legal opinion, this matter is appropriate for Executive Session under Section 7(a)(6) of Act No. 2005-40.

Pursuant to Section 7(a)(3) of Act No. 2005-004, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an Executive Session to discuss this matter.

Sincerely yours,

MEANS GILLIS LAW, LLC.



H. Lewis Gillis
ASB-7361-L56H

ATTACHMENT E:

A Checklist for Conducting Lawful EXECUTIVE SESSIONS

		<i>For Reference, See</i>	
☐ 1. Convene An Open Meeting	Page 21	Section IV (A) 1	
☐ 2. Enter a motion stating the reason for the Executive Session. <i>Executive Sessions may only be called for one of the following reasons:</i> - General Reputation and Character, Job Performance, or Salaries / Compensation - Formal Complaints or Charges Against an Individual or Legal Entity - Discussion with the Government Body's Attorney - Security Plans and Measures - Criminal Investigation and the Identity of an Undercover Agent or Informer - Negotiations to Buy / Sell / Lease Real Property - Preliminary Negotiations in Trade Competition - Negotiations Between The Body and a Group of Public Employees - Discuss and Vote Upon a Public or Contested Case Hearing	Page 21	Section IV (A) 2	
	Page 21	Section IV (B) 1	
	Page 23	Section IV (B) 2	
	Page 23	Section IV (B) 3	
	Page 24	Section IV (B) 4	
	Page 25	Section IV (B) 5	
	Page 25	Section IV (B) 6	
	Page 26	Section IV (B) 7	
	Page 27	Section IV (B) 8	
	Page 27	Section IV (B) 9	
☐ 3. Receive a Written or Oral Declaration (if necessary). - Written Declarations are required for these Executive Sessions: - Discussion with the body's attorney concerning options for, and ramification of, litigation, mediation, or arbitration. - Discussions that would disclose the identity of an undercover informant or that focus on criminal investigations of non-public officials. - Discussions concerning the negotiations between the body and a group of public employees. - It is required that a designated person certify that the Executive Session is warranted for these specific reasons before the body votes to go into Executive Session.	Page 20	Section IV (A) 4	
☐ 4. Vote to go into Executive Session - The vote must be open/public; and - Each member must openly give his/her individual vote.	Page 20	Section IV (A) 4	
☐ 5. Enter a Statement Concerning Reconvention	Page 21	Section IV (A) 5	

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Tuesday, February 17, 2015, at 8:00 in the morning.



Administrator



Chairman